

**COLLECTIVE AGREEMENT**

**BETWEEN**

**GOVERNMENT OF YUKON**

**AND**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**EFFECTIVE JANUARY 1, 2019 TO DECEMBER 31, 2021**

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**Bold** denotes new or changed language

## **ARTICLE 1: PURPOSE OF AGREEMENT**

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees, and the Alliance, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.02 The Parties to this Agreement share a desire to improve the quality, to promote well being, and to increase the productivity of the employees to the end that the people of Yukon will be well and efficiently served. Accordingly, the Parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

## **ARTICLE 2: INTERPRETATION AND DEFINITIONS**

- 2.01 (1) "Alliance" means the Public Service Alliance of Canada, and includes the Yukon Employees Union (the "Union").
- (2) "Allowance" means:
- (a) compensation payable to an employee for the performance of special or additional duties pursuant to Article 18.06 or 18.08 of this Agreement; or
  - (b) an additional payment to an employee pursuant to Article 16.07, 26.03(6), 26.04(7), 35.02, 36, 38 or 51 of this Agreement.
- (3) "Bargaining Unit" means all employees employed by the Employer as described in the Certificate issued by the Yukon Public Service Labour Relations Board on the 9th of October, 1970, as amended on December 9, 1988.
- (4) "Class" means a combination of occupational group and level; for example, AR4, ST11 are classes.
- (5) "Continuous Service" and "Continuous Employment" mean:
- (a) for a regular employee, the uninterrupted employment as a regular employee with the Government of the Yukon Territory and includes:
    - (i) the service of a lay-off rehired within a period of one (1) year;
    - (ii) subject to (a)(iii) below, the service of an employee with the Public Service of Canada whose position was transferred from the Public Service of Canada to the Yukon Government;
    - (iii) the continuous service of an employee under the collective agreement between the Yukon Teachers' Association and the Government of Yukon, provided there is no interruption in employment with the Government of Yukon.
  - (b) for an auxiliary employee, the uninterrupted employment as an auxiliary employee since January 3, 1986 with the Government of the Yukon Territory, and includes:

- (i) the service of a seasonal employee who has been temporarily released pursuant to Article 54.10 or who has been on off-duty status under Article 54.08;
  - (ii) subject to (c)(ii) below, the service of an employee with the Public Service of Canada whose position was transferred from the Public Service of Canada to the Yukon Government;
  - (iii) the continuous service of an employee under the collective agreement between the Yukon Teachers' Association and the Government of Yukon, provided there is no interruption in employment with the Government of Yukon.
- (c)
  - (i) A regular employee whose position or function was transferred from the Public Service of Canada shall only receive credit for earned but unused sick leave, special leave and vacation leave credits, effective on the date of the employee's transfer from the Public Service of Canada to the Yukon Government, and it will include continuous years of service as it applies to the Yukon Bonus, the employee's vacation credits and for severance pay purposes (less any severance pay received from the Public Service of Canada prior to the actual transfer date).
  - (ii) A seasonal auxiliary employee whose position or function was transferred from the Public Service of Canada shall receive credit for earned but unused sick leave, effective on the date of the employee's transfer from the Public Service of Canada to the Yukon Government. The seasonal auxiliary employee's continuous years of service with the Public Service of Canada will be used in determining the employee's vacation entitlement with the Yukon Government.
- (6)
  - (a) "Day of Rest" in relation to a regular full-time employee or a seasonal full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of **their** position other than by reason of **their** being on leave of absence;
  - (b) "First day of rest" is defined as the twenty-four (24) hour period commencing at midnight on the calendar day on which the regular full-time or seasonal full-time employee completed **their** last regular shift; and
  - (c) when the first and second or subsequent day of rest is consecutive, "second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the regular full-time or seasonal full-time employee's next regular shift.
- (7)
  - (a) "Employee" means a member of the Bargaining Unit. **Employees are identified as them/they/their throughout the Collective Agreement.**
- 2.01 (7)
  - (b) "Regular employee" means a person appointed to a position established in the public service and who is a member of the Bargaining Unit, and shall not include auxiliary employees.
  - (c) "Auxiliary employee" means an employee:

- (i) who has one work assignment, whether full or part-time, that normally reoccurs, depending upon the call of the Employer, on a seasonal basis each year for a continuous period of time of more than three (3) but less than ten (10) consecutive months (to be referred to as a "seasonal employee"), or
- (ii) who normally has one or more work assignments each year, whether full or part-time, determined from time-to-time on an hourly, daily or other periodic basis by the call of the Employer (to be referred to as an "on-call employee").

Whenever the general term "auxiliary employee" is used in this Agreement, it shall include both seasonal and on-call employees, but shall not include regular employees.

- (8) "Emergency Medical Services shift work employee" means a person who holds the position of Senior Supervisor, Whitehorse EMS Operations; Supervisor, Whitehorse Stations; Primary Care Paramedic; Team Lead, Medevac; Critical Care Paramedic, Medevac; Critical Care Nurse, Medevac; or Emergency Response Communications Officer.
- (9) (a) "Part-time employee" means a regular or seasonal employee who is required to work fewer hours per week on a continuous basis than those specified in Article 15 as appropriate for **their** particular occupation.
- (b) A part-time employee also means a regular employee who has agreed to work regularly scheduled hours of work on a full-time basis in alternate blocks of less than six (6) months against blocks of regularly non-scheduled time of less than six (6) months. Once an employee agrees to such a schedule, the schedule may not be changed without the consent of the Employer. For clarity, this article applies only to employees who wish to job share or to employees who need to be replaced in the event of a vacancy.
- (10) "Full-time employee" means a regular or seasonal employee who is required to work those hours specified in Article 15 as appropriate for **their** particular occupation.
- (11) "Employer" means the Government of the Yukon.
- (12) "Fiscal year" means the period of time from April 1st in one year to March 31st, in the next following year.
- (13) "Grievance" means in accordance with the ***Yukon Public Service Labour Relations Act***, a complaint in writing that an employee, group of employees or the Alliance submits to Management, to be processed through the grievance procedure.
- (14) "Headquarters" and "Headquarters area" has the same meaning as given to the expression in the Travel Directive.

2.01 (15) "Holiday" means:

- (a) in the case of a shift that does not commence and end on the same day, the twenty-four (24) hour period commencing from the time at which the shift commenced on a day designated as a paid holiday in this Agreement;
  - (b) in any other case, the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a paid holiday in this Agreement.
- (16) "Lay Off " means a regular employee whose employment has been terminated because of lack of work or because of the discontinuance of a function and who is suitable for continued employment in the public service.
- (17) "Leave of Absence" means permission to be absent from duty.
- (18) "Market supplement" is an additional constant dollar amount which may be added from time-to-time to the base pay rate of an occupational group or to specific levels within an occupational group. Market supplement is considered part of pay for purposes of overtime, superannuation and other wage related benefits. It is not considered part of pay, however, for purposes of calculating performance increases or increases on promotion and reclassification.
- (19) "May" shall be regarded as permissive, "Shall" and "Will" as imperative, and "Should" as informative only.
- (20) "Membership dues" means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and the Union, and shall not include any initiation fee, insurance premium, or special levy.
- (21) "Occupational Groups" are the families of jobs which have some relationship to each other (e.g., administration or education). Each group contains a number of levels. These levels correspond to the point ranges.
- (22) (a) (i) "Overtime" means work performed by a regular full-time or seasonal full-time employee with the prior approval by the Employer in excess or outside of their regularly scheduled hours of work but, subject to the provisions of the collective agreement, excludes time worked on a designated paid holiday; and
- (ii) "Overtime" means work performed by a regular part-time or seasonal part-time employee with the prior approval of the Employer in excess of the normal daily or weekly hours of work performed by a full-time employee in the same classification.
- (b) "Straight time rate" means the hourly rate of remuneration.
- (c) "Time and one-half" means one and one-half times the straight time rate.
- (d) "Double time" means twice the straight time rate.
- (23) **"Parties" means the Public Service Alliance of Canada and the Government of Yukon.**
- (24) "Public Service" means the Public Service of the Yukon.

- 2.01 (25) "Qualified Medical Practitioner" means Nurse Practitioner or Physician or Primary Health Care Nurse.
- (26) "Rates of Pay"
- (a) "Weekly Rate of Pay" means an employee's annual salary divided by 52.176;
  - (b) "Bi-weekly Rate of Pay" means an employee's annual salary divided by 26.088;
  - (c) "Daily Rate of Pay" means:
    - (i) In the case of an employee who is paid an annual salary, **their** bi-weekly rate of pay divided by 10; and
    - (ii) In the case of an employee who is paid by the hour, **their** hourly rate of pay times their normal number of hours worked per day.
  - (d) The hourly rate of pay for Airport Fire Captains and Airport Firefighters will be determined by dividing the applicable bi-weekly rate of pay by eighty-four (84) hours.
- (27) "Representative" means an employee who has been elected or appointed as an area Steward or who represents the Union or the Alliance at meetings with management.
- (28) "Shifts" - shall be identified as follows:
- (a) "graveyard" - that shift, the majority of which falls within the first third of the 24:00 hour clock;
  - (b) "day" - that shift, the majority of which falls within the second third of the 24:00 hour clock; and
  - (c) "evening" - that shift, the majority of which falls within the last third of the 24:00 hour clock.
- (29) "Spouse" means:
- (a) a lawful husband or wife; or
  - (b) a person living in a common-law relationship with the employee. A common-law relationship will exist when, for a continuous period of at least one (1) year, an employee has lived with a person in a relationship of some permanence as a couple, lives and intends to live with that person as a couple, and signs a Statutory Declaration to this effect.
  - (c) it is agreed that a common-law spouse of the same or opposite sex will be covered by any benefit plan provided for in this Collective Agreement to the extent that the plan provides coverage for a spouse of the same or opposite sex.
- (30) "Substantive position" means the position to which an employee is appointed under the **Public Service Act**.



- 2.01 (31) "Territory" means The Yukon Territory.
- (32) "Underfill" - means an appointment made pursuant to the Employer's Policy on Underfill, and provides for the appointment of persons who are not fully qualified, at an approved rate of pay below the minimum scheduled rate for the position.
- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement:
- (1) If defined in the **Public Service Act** or in the Regulations made thereunder, or in the **Yukon Public Service Labour Relations Act**, or in the Regulations made thereunder, have the same meaning as given to them in those Acts, and
  - (2) If defined in the Interpretation Act, but not defined in the Acts mentioned in paragraph (1) have the same meaning as given to them in the Interpretation Act.

### **ARTICLE 3: APPLICATION**

- 3.01 The provisions of this Agreement apply to the Alliance, the employees, and the Employer.  
**The Parties agree that all letters of agreement will include a duration clause.**

### **ARTICLE 4: STATE SECURITY AND LEGISLATION**

- 4.01 Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulations given or made by or on behalf of the Government of Canada or of any Act of the Yukon or any state in the interest of the safety or security of Canada, the Yukon or any state allied or associated with Canada.
- 4.02 In the event that any law passed by Parliament or by the Yukon Legislative Assembly applying to employees covered by this Agreement, renders null and void any provisions of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs, the Parties agree at the request of either side, to discuss the impact of such an annulment and what changes if any can be made to the Agreement.

### **ARTICLE 5: DISCRIMINATION**

- 5.01 Subject to Section 10 of the Yukon Human Rights Act, the Parties agree that there shall be no discrimination, interference, coercion, harassment, intimidation or disciplinary action exercised or practised by employees, the Union or the Employer with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, or membership or activity in the Union. For clarity, the Parties agree that "sex" includes transgender identity or expression"
- 5.02 Grievances arising from an alleged violation of this Article will be submitted to the Public Service Commission, except that alleged violations to which Article 6 would also apply will be handled pursuant to that Article.

### **ARTICLE 6: RESPECTFUL WORKPLACE**

- 6.01 The Employer, the employees and the Alliance recognize the importance of the *Yukon Human Rights Act*; the *Yukon Occupational Health and Safety Act* and the right of all persons employed in the Public Service to work in an environment free from sexual harassment and disrespectful conduct including bullying or abuse of authority.

- 6.02 Subject to Article 6.07, the Respectful Workplace Policy in the Government Administrative Manual will form part of this Collective Agreement and includes the following definitions:
- (1) “Disrespectful conduct” means behaviour by an individual directed against another individual that a reasonable person would consider disrespectful.
  - (2) “Discriminatory conduct” means another employee or group of employees that treats an individual unfavourably on any of the grounds set out in the ***Yukon Human Rights Act***.
  - (3) “Sexual Harassment” means conduct, comments, gesture display or contact of a sexual nature that might reasonably be expected to cause offense or humiliation or that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
  - (4) “Abuse of authority” means the improper use of power that flows from a supervisor or manager’s position of authority over an employee; in particular, intimidation, threats or coercion, which could reasonably be expected to endanger an employee’s ability to perform **their** job, threaten the employee’s economic livelihood, or significantly affect **their** physical or emotional well-being. It is not abuse of authority to exercise managerial responsibility legitimately.
  - (5) “Bullying” means repeated or systematic assertion of power through aggressive behaviour – physical, verbal or psychological – including shunning, which would be seen by a reasonable person as intending to belittle, intimidate, coerce or isolate another person or group of people.
- 6.03 Employees who experience disrespectful conduct in the workplace have the right to seek assistance from the Respectful Workplace Office which will respond to their request for assistance in accordance with the Respectful Workplace Policy.
- 6.04 All matters referred to the Respectful Workplace Office under this article shall be treated with dispatch and strict confidentiality.
- 6.05 **The Parties (including employees and representatives of the Employer) shall participate fully in, and shall not interfere with, the processes and investigations established under the terms of the Respectful Workplace Policy.** Members of the bargaining unit are entitled to be represented.
- 6.06 A representative of the Union, appointed by the Union, will be a member of the Respectful Workplace Steering Committee as constituted under the Respectful Workplace Policy.
- 6.07 Only those amendments to the Respectful Workplace Policy agreed to by the Union will form part of the Collective Agreement. In the event that amendments are made to the Respectful Workplace Policy without the agreement of the Union, the Union may elect to revert to the Grievance Procedure in Article 28 or Article 58 Duration, Renewal and Re-Opener of Agreement.
- 6.08 Where the Respectful Workplace Policy and the Collective Agreement are in conflict, the Collective Agreement shall prevail.
- 6.09 **Training**
- The Employer will provide training for Yukon government employees.

**ARTICLE 7: JOB SECURITY**

- 7.01 (1) During the life of this Agreement, the Employer will make every reasonable effort to provide continued employment for regular indeterminate employees. Should a re-organization occur, every reasonable effort will be made to provide alternate employment opportunities at the affected regular employees' equivalent classification level within the same geographic region. The Employer will also provide retraining as an alternative to lay-off when a vacancy exists and the regular employee can demonstrate an aptitude to meet the new job requirements within a reasonable period of time.
- (2) The Employer further agrees that during the life of this Agreement regular indeterminate and seasonal employees will not be laid off, or have their hours reduced, as a result of the Employer contracting out work.

**ARTICLE 8: MANAGEMENT RIGHTS**

- 8.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the Public Service.

**ARTICLE 9: UNION RIGHTS**

- 9.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees in the Bargaining Unit.
- 9.02 The Employer agrees that there shall be no intimidation or discrimination against any employee by reason of **their** membership in the Alliance, and the Alliance agrees that there shall be no intimidation or discrimination on its part towards any employee of the Employer.
- 9.03 The Employer agrees that, given reasonable notice to the Public Service Commission by the Alliance, an accredited representative of the Alliance may be allowed access to the work premises for the purpose of investigating a grievance or a complaint by an employee or the Union, provided the Alliance Representative requests permission for access directly or through an officer of the local Union. Such permission will not be withheld unreasonably.
- 9.04 Where an accredited representative of the Alliance enters the work premises as provided in 9.03, **they** shall report to the supervisor of the employee before approaching the employee.

**ARTICLE 10: APPOINTMENT OF REPRESENTATIVES**

- 10.01 The Employer acknowledges the right of the Alliance to appoint employees as representatives.
- 10.02 The Employer and the Alliance shall determine the number of representatives and the jurisdiction of each representative, having regard to the plan of organization, the distribution of employees at the work place and the administrative structure implied by the grievance procedure covered by this Agreement.
- 10.03 The Alliance shall provide the Public Service Commission with a list of its accredited representatives and will inform the Commission of any revision of the list that may be made from time-to-time, and the Employer shall provide the Alliance with a list of employees representing the Employer at the various levels of the grievance process.

## **ARTICLE 11: TIME OFF FOR REPRESENTATIVES AND ALLIANCE BUSINESS**

**Employees who are on union leave under this Article will remain on the Employer's payroll and continue to receive benefits. The Employer shall invoice the Union for the gross salary and benefits for employees who are on union leave without pay.**

### **11.01 Time off for Representatives:**

A representative shall obtain the permission of **their** immediate supervisor before leaving **their** work to investigate a grievance or a complaint of an urgent nature, to meet with local management for the purpose of dealing with grievances, and to attend meetings called by management. Such permission shall not be unreasonably withheld.

### **11.02 Time off for Alliance Business:**

#### **Yukon Public Service Labour Relations Board Hearings :**

(1) Complaints made to the Yukon Public Service Labour Relations Board pursuant to Section 15 of the ***Yukon Public Service Labour Relations Act***.

- (a) The Employer will grant leave with pay for the employee's scheduled regular hours of work:
  - (i) to an employee who makes a complaint on **their** own behalf;
  - (ii) to a regular or seasonal employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Alliance making a complaint.
- (b) The Employer will grant leave without pay:
  - (i) to an on-call employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Alliance making a complaint.

11.02 (2) Applications for Certification, Representations, and Interventions with respect to Applications for Certification.

- (a) Where operational requirements permit, the Employer will grant leave without pay:
  - (i) to an employee who represents the Alliance in an Application for Certification involving the Employer, or in an Intervention involving the Employer, or
  - (ii) to an employee who makes personal representation in opposition to a Certification involving the Employer.

(3) Employee called as a Witness:

- (a) The Employer will grant leave with pay for the employee's scheduled regular hours of work:
  - (i) to an employee called as a witness by the Yukon Public Service Labour Relations Board or by an employee, and

(ii) to a regular or seasonal employee called as a witness by the Alliance.

(b) The Employer will grant leave without pay:

(i) to an on-call employee called as a witness by the Alliance.

#### 11.03 **Arbitration and Conciliation Board Hearings:**

- (1) The Employer will grant leave with pay for the employee's scheduled regular hours of work to an employee representing the Alliance before an Arbitrator, Conciliation Officer, or Conciliation Board.
- (2) The Employer will grant leave with pay for the employee's scheduled regular hours of work to an employee called as a witness by an Arbitrator, Conciliation Officer, or Conciliation Board.
- (3) The Employer will grant leave with pay for the employee's scheduled regular hours of work to a regular or seasonal employee called as a witness by the Alliance.
- (4) The Employer will grant leave without pay to an on-call employee called as a witness by the Alliance.

#### 11.04 **Adjudication:**

- (1) Employee who is a Party:

The Employer will grant leave with pay for the employee's scheduled regular hours of work to an employee who is a party to the adjudication.

#### 11.04 (2) Employee who acts as a Representative:

- (a) The Employer will grant leave with pay for the employee's scheduled regular hours of work to a regular or seasonal employee who is the representative of an employee who is a party.
- (b) The Employer will grant leave without pay to an on-call employee who is the representative of an employee who is a party.

- (3) Employee called as a Witness:

- (a) The Employer will grant leave with pay for the employee's scheduled regular hours of work to a regular or seasonal employee called as a witness by an employee who is a party.
- (b) The Employer will grant leave without pay to an on-call employee called as a witness by an employee who is a party.

#### 11.05 **Grievance Hearings:**

- (1) Employee presenting a grievance:

- (a) An employee who presents a grievance is entitled to be present at the hearing of the grievance at any step in the grievance process, and where the

grievance is heard during working hours, **they** shall be entitled to attend the hearing without loss of pay.

- (b) Where an employee attends the hearing of **they** grievance outside **their** headquarters area, the Employer shall not be liable for any expenses related thereto.

(2) Employee who acts as Representative:

- (a) Where an employee represents a grievor, at a meeting held with the Employer, the Employer will grant time off with pay for the employee's scheduled regular hours of work to the representative when the meeting takes place during normal working hours.
- (b) Where the meeting occurs outside the representative's headquarters area, any expense incurred by the representative arising out of **their** attendance at the meeting shall not be borne by the Employer.

(3) Grievance Investigations:

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

- (a) The employee will, where operational requirements permit, be given reasonable time off with pay for the employee's scheduled regular hours of work for this purpose when the discussion takes place in **their** headquarters area and reasonable leave without pay when it takes place outside **their** headquarters area, and

- 11.05 (3) (b) The representative of the employee will, where operational requirements permit, be given reasonable time off with pay for the employee's scheduled regular hours of work for this purpose when the discussion takes place in **their** headquarters area and reasonable leave without pay when it takes place outside **their** headquarters area.

11.06 **Contract Negotiation Meetings** :

- (1) Where operational requirements permit, the Employer will grant leave without pay to a maximum of six (6) employees for the purpose of attending contract negotiation meetings on behalf of the Alliance. The Employer agrees that while employees are attending contract negotiation meetings, the Employer shall continue any fringe benefit contributions and employees shall continue to earn any applicable credits.
- (2) The Parties have agreed that two (2) of the six (6) employees attending contract negotiation meetings in (1) above, where practicable, will be from a location outside of the City of Whitehorse.
- (3) Notwithstanding (1) where the employee has been granted leave without pay to attend the initial contract negotiation meeting on behalf of the Alliance, the Employer will grant leave without pay to the employee for all subsequent contract negotiation meetings.

11.07 **Preparatory Contract Negotiation Meetings :**

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

11.08 **Meetings between Employee Organizations and Management:**

Where operational requirements permit, the Employer will grant leave with pay for the employee's scheduled regular hours of work to a reasonable number of employees who are meeting with management on behalf of the Alliance.

11.09 **Employee Organization Executive Council Meetings, Congress, and Conventions:**

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

11.10 **Representatives' Training Courses :**

- (1) Where operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a Representative on behalf of the Alliance to undertake training related to the duties of a Representative and/or to travel on Union business within the Yukon.
- (2) Where operational requirements permit and where the Alliance has advised the Employer in advance of the employee's name and committee appointed to, the Employer will grant leave without pay to employees who have been appointed to committees by the Union to undertake training related to that committee.
- (3) Where operation requirements permit and where the Alliance has advised the Employer in advance of the employee's name, the Employer will grant leave without pay to employees who conduct collective bargaining information meetings on behalf of the Alliance.

11.11 **Leave of Absence for Elected Union President and Vice-President**

- (1) The Employer agrees to authorize a leave of absence to one regular employee who is elected as Yukon Employees Union Component President and two regular employees who are elected as Vice Presidents subject to the following conditions:
  - (a) The authorized leave will be for the term of appointment designated by the Union to a maximum of three years.
  - (b) Upon the expiry of the first term of office, or if an employee ceases to hold the office during **their** first term, the employee will assume the duties of the position held by the employee prior to the leave of absence, if such position is still required by the Employer. If the position no longer exists, the employee will assume a position in **their** headquarters area at the same level **they** held before **their** leave. If such a position does not exist in **their** headquarters area, the employee will be provided a position in another headquarters area at the same level **they** held before **their** leave.

- (c) If an employee is re-elected for subsequent terms, **they** shall continue to be on leave. Upon completion of **their** subsequent terms of office, or if **they** cease to hold office during such subsequent terms, the employee will assume a position in **their** headquarters area at the same level **they** held before **their** leave. If such a position does not exist in **their** headquarters area, the employee will be provided a position in another headquarters area at the same level **they** held before **their** leave.
  - (d) During the leave of absence the President and Vice-President(s) shall be paid at the rate established by Yukon Employees Union. These rates will be in accordance with an existing YG Pay Grid for salary purposes only. The Employer shall invoice the Union for one hundred percent (100%) of all costs of salary and benefits (which means gross salary plus all benefits).
  - (e) During the leave of absence the employee shall earn normal leave credits.
  - (f) Leave applications will be submitted to the Public Service Commission for processing, for administrative reasons only.
  - (g) The Union agrees to provide the Employer with one month's written notice of the commencement and termination of this leave of absence.
- (2) The Parties agree that this Article is not applicable to auxiliary employees. However, should an auxiliary employee be elected as President or a Vice President of the Union prior to the expiry of the collective agreement, then the Parties shall meet to discuss what conditions should be applied to the auxiliary employee.
  - (3) The provisions of clause (1)(d) above shall not apply to the calculation of severance or other termination payouts. For further clarity, the calculation of severance and other termination payouts shall be based, in accordance with the provisions of Article 19, upon the current rate of pay of the employee's substantive position at the time of their termination of employment.
  - (4) Should the employee elect to buy back any pensionable service; costs shall be shared as follows:
    - (a) the employee shall pay 100% of the employee's contribution for the period of buy back;
    - (b) the Employer shall pay 100% of the Employer's contribution for the period of buy back, based on the employee's substantive position;
    - (c) the employee shall pay 100% of the Employer's contribution for the difference between their substantive position and their salary as established by the Yukon Employees Union.

#### 11.12 **Change of Scheduled Shift**

- (1) An employee who is required to attend a proceeding pursuant to Article 11.02(1)(a)(i), 11.02(3)(a) or (b), or 11.04(1) or (3), and who has been scheduled to work the graveyard shift immediately before or the evening shift immediately after the day shift on the day of the proceeding, shall have **their** scheduled shift changed to the day shift. In such circumstances, the employee shall then be granted a leave of absence from the day shift on the day of the proceeding.



- (2) Whether the employee will be granted a leave without pay or with pay for the employee's scheduled regular hours of work under paragraph (1) above will depend on what type of leave was granted to the employee pursuant to the applicable Article.
- (3) An employee who attends a proceeding pursuant to paragraph (1) above at which **they are** required to spend less than four (4) hours shall report to work for the remainder of the day shift.
- (4) The Parties agree that Article 15.06(3) shall not apply to the employee whose scheduled shift was changed pursuant to paragraph (1) above.
- (5) An employee, whose scheduled shift is to be changed pursuant to paragraph (1) above, shall provide **their** immediate supervisor with as much advance notice as possible of the day(s) **they** will be required to attend at the proceeding, with a minimum advance notice of forty-eight (48) hours.

#### 11.13 Leave to Serve as PSAC National Vice-President

With reasonable notice from the employee in writing that **they have** been elected to the Public Service Alliance of Canada National Regional Executive Vice-President position, the Employer will grant leave without pay to the employee for the term of the appointment.

#### 11.14 Special Projects/Temporary Appointments

Where operational requirements permit, and upon reasonable advance notice in writing from the President YEU, the Employer will grant leave without pay to an employee working for the union on a special project of fixed duration, or to an employee working for the union on a temporary appointment.

### ARTICLE 12: CHECK OFF

- 12.01 (1) Effective on the first day of the month following the signing of this Agreement, the Employer shall, as a condition of employment, deduct an amount, equal to the amount of the membership dues, from the bi-weekly pay of all present employees and all persons appointed to the Public Service, who become part of the Bargaining Unit.
- (2) An employee who satisfies the Employer to the extent that **they declare** in an Affidavit that **they are** a member of a religious organization, "registered pursuant to the ***Income Tax Act***", whose doctrine prevents **them** as a matter of conscience from making financial contributions to an employee organization and that **they** will make contributions to a charitable organization equal to dues, shall not be subject to this Article, provided that the Affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved.
- 12.02 The Alliance shall inform the Employer in writing of the authorized bi-weekly deduction to be checked off for each employee defined in Clause 12.01.
- 12.03 For the purpose of applying Clause 12.01, deductions from pay for each employee in respect of each pay period will start with the first full pay period of employment or membership to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any pay period to permit deductions, the Employer shall not be obligated to make such deductions from subsequent salary.

- 12.04 From the date of signing and for the duration of this Agreement, no employee organization, as defined in Section 1(1) of the ***Yukon Public Service Labour Relations Act***, other than the Alliance, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the Bargaining Unit.
- 12.05 The amounts deducted in accordance with Clause 12.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on **their** behalf.
- 12.06 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of production of appropriate documentation.
- 12.07 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

### **ARTICLE 13: INFORMATION**

- 13.01 (1) The Employer agrees to supply the Alliance with a monthly report specifying the name of each employee engaged and each employee terminated, with department and community specified.
- (2) The Employer agrees to supply the Alliance with a quarterly report specifying the position, location, department, title, and classification, including position point rating, applicable to each employee on staff.
- (3) The Employer agrees to inform each employee appointed from outside the Public Service to a position in the Bargaining Unit, that the employee is entitled to become, or not to become, a member of the Alliance, as the employee may determine, but that pursuant to this Agreement, the Employer will deduct from the employee's pay the amount specified in Article 12.01; and
- (4) At the time of hire, the Employer will undertake to inform all persons newly appointed to positions in the Bargaining Unit of the name of the Alliance Representative at their place of work.
- 13.02 (1) The Employer agrees to provide for the printing and distribution of the copies of the Collective Agreement to employees in the bargaining unit. Employees may return unwanted hard copies of the collective agreement to the Labour Relations Branch, Public Service Commission (PSC). A copy of the collective agreement shall also be placed on the PSC website in searchable PDF format.
- (2) Where a Collective Agreement has been renewed or amended, prior to printing the renewed or amended Collective Agreement, the Employer will send a draft copy to the Alliance and one copy to the Yukon Employees Union Component President for their approval.
- 13.03 (1) The Parties to the Collective Agreement recognize the value of an orientation program for new employees which includes training on workplace health and safety, and that the Employer will make reasonable efforts to provide such a program.
- (2) Where an orientation program is provided, the Employer agrees to distribute to the new employees a copy of any written package prepared by the Alliance which is for the purpose of acquainting the new employee with the benefits and duties of Union

membership and the employee's responsibilities and obligations to the Union. It will be the responsibility of the Alliance to ensure that the Employer is provided with sufficient copies of its written package to distribute to each new employee receiving the orientation program.

- (3) (a) During their first year of employment, regular and seasonal employees shall be provided, subject to operational requirements, an opportunity to meet with a representative of the Alliance pursuant to sub-paragraph (ii) below. A new regular or seasonal employee who attends such a meeting shall be granted a leave without loss of regular pay.
- (b) A representative of the Alliance will be offered the opportunity to meet with new regular and seasonal employees once per calendar quarter to make a presentation of up to forty-five (45) minutes acquainting the employees with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Union. Such a meeting shall be held at the community in which the employee is working at a location mutually arranged by the Alliance and the Public Service Commission.

#### **ARTICLE 14: PROVISIONS OF BULLETIN BOARD SPACE**

- 14.01 (1) The Employer shall provide bulletin board space in a reasonable number of locations for the posting of official Alliance notices. Subject to paragraphs (2) and (3) below, the Alliance shall not post notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives.
- (2) Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Alliance, including the names of accredited Alliance representatives (as determined pursuant to Article 10.02 of this Agreement), news items and social/recreational events. Such approval shall not be unreasonably withheld.
- (3) Any notice or other materials which do not come within paragraph (2) above, or which are considered by the Employer, acting reasonably, under paragraph (1) above to be adverse to its interests or to the interests of any of its representatives, may be removed by the Employer from the bulletin board. Where practicable, the Employer will not remove any such notice or other material without prior consultation with the Alliance.

#### **ARTICLE 15: HOURS OF WORK**

- 15.01 (1) Except as otherwise provided in this Agreement, hours of work shall be scheduled so that regular full-time employees and seasonal full-time employees work thirty-seven and one-half (37½) hours from Monday to Friday inclusive and seven and one-half (7½) consecutive hours per day, exclusive of a meal period.
- (2) (a) The Employer will maintain the principle of Monday to Friday work week for regular employees working a forty (40) hour work week; however, this principle will not apply with respect to Security Guards or Road Maintenance Employees working a forty (40) hour work week.

Where the Employer, due to operational requirements, or in the safety and interest of the general public, is required to schedule a work week of other than Monday to Friday for forty (40) hours per week for regular employees,

the Employer will consult with the Alliance and by mutual agreement, the regularly scheduled work week may be changed.

- (b) For seasonal full-time employees working a forty (40) hour work week, the Employer will provide the employee with two (2) consecutive days of rest per week.

- 15.01 (3) (a) It is recognized that the hours of work for those employees, as designated below, may be varied because of operational requirements. However, in no case shall these employees be scheduled to work in excess of thirty-seven and one-half ( $37\frac{1}{2}$ ) normal hours per week or seven and one-half ( $7\frac{1}{2}$ ) normal hours per day, exclusive of a meal period:

Manager, Network Services  
Network Administrator  
Network Architect  
Network Specialist  
Systems Programmer

- (b) Where regular employees, as designated above, receive less than five (5) working days notice of a shift change, the regular employees may refuse to work an altered shift schedule by notice to the Employer.
- (4) (a) In addition to the above designated employees, other regular employees may, from time-to-time, require some variation in the hours of work because of operational requirements. In no case, however, shall these regular employees be scheduled to work in excess of thirty-seven and one-half ( $37\frac{1}{2}$ ) hours per week. In such cases, the Employer will consult with the Alliance and by mutual agreement the regularly scheduled work week may be changed.
- (b) In addition to the employees designated in paragraph (3)(a) above, other auxiliary employees covered by Article 15.01 of the Collective Agreement may, from time-to-time, require some variation in the hours of work established under Article 15.01 because of operational requirements. In such cases, the Employer will consult with the Alliance and by mutual agreement the regularly scheduled work week may be changed.

- 15.02 (1) (a) Hours of work for those employees shown in Appendix "A" and "B" of this Agreement shall be scheduled so that regular full-time and seasonal full-time employees work forty (40) hours per week and eight (8) consecutive hours per day exclusive or inclusive of a meal period as indicated in the appropriate Appendix.
- (b) Hours of work for those employees shown in Appendix "C" and "D" of this Agreement shall be scheduled so that regular full-time and seasonal full-time employees work forty (40) hours per week and eight (8) hours per day exclusive or inclusive of a meal period as indicated in the appropriate Appendix.
- (2) Hours of work for those employees shown in Appendix "E" of this Agreement shall be scheduled so that regular full-time and seasonal full-time employees work thirty-seven and one-half ( $37\frac{1}{2}$ ) hours per week and seven and one-half ( $7\frac{1}{2}$ ) hours per day exclusive of a meal period.

15.02 (3) **Days of Rest - Liquor Store Employees**

The Employer shall provide two (2) consecutive days of rest per week for liquor store regular employees employed at all liquor stores except Whitehorse. Whitehorse liquor store regular employees shall rotate between a Tuesday through Saturday and Monday through Friday schedule. Employees on this rotation shall receive one day of rest or three consecutive days of rest between schedules.

- (4) The Employer agrees that the regular workday of an employee shall not be scheduled on a split shift basis without the prior written agreement of the Alliance.

(5) **Primary Health Care Nurse and Primary Health Care Nurse-in-Charge**

The Employer will make every reasonable effort to offer first call Primary Health Care Nurses and Primary Health Care Nurses-in-Charge with two consecutive days off on a Saturday and Sunday not less than once every three weeks.

15.03 **Normal Work Schedule**

- (1) A regular employee's working schedule will not be altered unless **they have** been given a minimum of seven (7) working days advance notice of the alteration. Where the Employer fails to give a regular employee seven (7) working days advance notice of an alteration in **their** normal work schedule, the Employer shall pay the employee at the rate of time and one-half (1½T) for all regular hours worked on the first day or shift worked following receipt of the notice of the change. Subsequent days or shifts worked on the revised hours shall be paid for at straight-time, subject to the overtime provisions of this Agreement.

- (2) The Employer will maintain a written record of the advance notice being provided to a regular employee under paragraph (1) above, which record shall be accessible to employees. The written record shall only be used for the purpose of confirming when the notice was given in the case of a dispute raised by the regular employee of having received such notice.

- (3) Paragraphs (1) and (2) shall apply to seasonal full-time employees.

(4) **Change in Shift Schedule to Accommodate Training**

- (a) Notwithstanding the provisions of 15.03(1), the schedule of an employee who works shift work may be temporarily changed for the purpose of delivering training or professional development coursework required by the Employer. In most cases, this change will require the employee to work from Monday to Friday during the length of the training.

- (b) Where such a change is required, the employee will be given a minimum period of notice equivalent to the number of days in the employee's full shift rotation (days of work plus days of rest).

- (c) Where the training does not last for the same number of hours as the employee's regular shift, the employee may elect to:

- (i) return to work for the remaining hours of their shift; or
- (ii) request leave for the remainder of their shift; or
- (iii) make up the hours within thirty (30) working days of the completion of the training.

- 15.03 (4) (d) The employee must make their election pursuant to 15.03(4)(c) known to their supervisor at the time of the notification of change of shift and where the employee's election cannot be accommodated due to operational requirements, the employee shall be provided with the reason and asked to make a second election.

#### 15.04 **Compressed Work Week**

- (1) Article 15.04 shall apply only to regular full-time employees and to seasonal full-time employees.
- (2) Notwithstanding the provisions of this Article in respect of normally scheduled hours of work, when the Deputy Minister or **their** designate responsible for the program in that area concurs that the requirements in that area can be met, work in that area may be scheduled so that the employees concerned may complete the hours of work that they are normally scheduled to perform over a fourteen (14), twenty-one (21), or twenty-eight (28) day period:
  - (a) in nine (9) days over a 14 day period;
  - (b) in eight (8) days over a 14 day period;
  - (c) in fourteen (14) days over a 21 day period; or
  - (d) in nineteen (19) days over a 28 day period;

provided that the majority of the employees in that work place approve the revised work schedule and that no employee is scheduled to work less than four (4) full days in any continuous period of seven (7) days.
- (3) Employees working compressed work weeks as described above may not flex the hours worked each day such that would allow them to take more than one-half of their regular working day off on a working day that is not their compressed day.
- (4) Notwithstanding variations in the scheduled hours of work, approved pursuant to Article 15.04 (2), the implementation of any variation in hours shall not result in any additional overtime work, or additional payments by reason only of such variation, nor shall it be deemed to prevent the restoration of normally scheduled hours where, in the view of the Employer, operational requirements cannot be met under the varied schedule.
- (5) Where the scheduled hours of work are varied pursuant to Article 15.04(2), an employee included in the varied schedule shall be entitled to days of rest on such days as are not scheduled as a normal working day for **them**.

The provisions of the Agreement that require variation in order to satisfy the conditions of Article 15.04(4) will be agreed upon prior to implementation.

#### 15.05 **Flex Time**

Article 15.05 shall apply only to full-time regular and seasonal employees whose hours of work are governed by article 15.01 and 15.02.

- (1) Where the Employer and employee agree, start and finish times of any employee may be varied on a daily basis. Such variation shall not trigger application of article 15.03.

- 15.05 (2) Variations in the scheduled hours of work approved pursuant to (1) above shall not result in additional overtime or other payments to an employee by reason only of such variation.

15.06 **Shift Work**

- (1) The Employer will make every reasonable effort:
  - (a) Not to schedule the commencement of a shift within ten (10) hours of the completion of the employee's previous shift; and
  - (b) To avoid excessive fluctuation in hours of work.
- (2) An employee shall not work more than two (2) consecutive shifts and the Employer will make every reasonable effort to ensure that such shifts not exceed a maximum of 16 consecutive hours.
- (3) Primary Health Care Nurses, Primary Health Care Nurses in Charge, Critical Care Paramedics, Team Lead, Medevac, Critical Care Paramedic, Medevac, Primary Care Paramedic, Medevac, Critical Care Nurses, Medevac, Wildland Firefighters, and Senior Supervisor, Whitehorse EMS Operations shall be provided with a full eight (8) hours of rest without loss of regular pay before the commencement of their next regular shift.
- (4) **Notwithstanding paragraph (1) above, Home Care Attendants at McDonald Lodge may commence shifts within ten (10) hours of the completion of the employee's previous shift.**

**Shift Exchanges**

- (5)
  - (a) Provided sufficient advance notice is given in writing, and with the approval of the Employer, regular and seasonal employees may exchange shifts if there is no increase in cost to the Employer.
  - (b) Paragraph (a) above shall be applicable to an on-call employee who is advised in advance of a pay period of the hours that **they** will be scheduled to work in the same position for the upcoming pay period.
  - (c) **Notwithstanding the provisions of Articles 15.06(2), subject to operational requirements including the safety of staff and the public as determined by the Employer, Airport Firefighters and Airport Fire Captains may work back to back shifts up to thirty-eight (38) consecutive hours as a result of shift exchanges. The employee must provide ninety-six (96) hours advance notice in writing of any shift exchange requests for approval by the Employer, such approval will not be unreasonably withheld. There must be no increase in cost to the Employer. If the shifts that are exchanged are not equal in length, this will not give rise to a claim by any employee for additional hours or compensation relative to the differences in shift length.**

**Rotating Shift Work**

- (6) When, because of operational requirements of the service, hours of work are scheduled for regular and seasonal employees on a rotating or irregular basis, the Employer shall set up a master weekly shift schedule and post it not fewer than

fourteen (14) days in advance, which shall run for at least twenty-eight (28) calendar days. This schedule will cover the normal shift requirements of the work area.

#### 15.07 **Averaging Hours Arrangements**

There may be times where it is in the best interest of the Parties and operationally supported to have a work schedule that differs from that indicated in Article 15.01 or 15.02. In those cases, the appropriate party will notify the other of the need for such an arrangement. No such arrangement of averaging hours shall take place unless there is mutual agreement. When average hours of work arrangements are agreed to there will not be any increase in the overtime pay/statutory holiday pay obligations above what would normally be incurred but for the averaging hours of work arrangement.

Subject to the provisions below the parties will develop a work schedule in a format that meets the needs of the Parties.

The Employer and the union may agree to average the employee's hours of work over a period of four weeks or more.

An averaging hours arrangement must be of at least three (3) months duration unless otherwise agreed by the parties, and:

- (1) Be in writing;
- (2) Be signed by the Employer and the Union before the start date provided in the arrangement;
- (3) Specify the number of weeks over which the arrangement applies;
- (4) Specify the work schedule for each day covered by the arrangement;
- (5) Specify the start date for the arrangement;
- (6) Be posted or distributed electronically prior to the start date of the specified arrangement.
- (7) Provide that the work schedule is posted or distributed electronically fourteen days prior to the start of the schedule;
- (8) Include an annual review to ensure the hours are meeting the needs of the Parties in relation to operational requirements;
- (9) Provide for the following hours of work for the employee(s):
  - (a) 37.5 hours or 40 hours (depending on if the employee(s) work(s) 7.5 or 8 hours per day) if the arrangement specifies a one-week period less designated holidays which fall within the period and which are subtracted from the total number of hours for the period;
  - (b) 75 or 80 hours (depending on if the employee(s) work(s) 7.5 or 8 hours per day), if the arrangement specifies a two-week period less designated holidays which fall within the period and which are subtracted from the total number of hours for the period;



- (c) 112.5 hours or 120 hours (depending on if the employee(s) work 7.5 or 8 hours per day) if the arrangement specifies a three-week period less designated holidays which fall within the period and which are subtracted from the total number of hours for the period; and
  - (d) 150 hours or 160 hours (depending on if the employee(s) work(s) 7.5 or 8 hours per day) if the arrangement specifies a four-week period less designated holidays which fall within the period and which are subtracted from the total number of hours for the period.
- (10) For purposes of calculating average weekly hours for an employee(s):
- (a) only the first twelve hours worked by the employee in each day are counted, no matter how long the employee works on any day of the week, and
  - (b) the time the employee works beyond the scheduled hours and for which the employee is paid as per the overtime provisions of Article 16 of the Collective Agreement, is excluded.
- (11) If the schedule specified in the average hours arrangement is for:
- (a) one week, the Employer must ensure the employee receives two consecutive days of rest;
  - (b) two weeks, the Employer must ensure the employee receives four days of rest and which is in periods of not less than two consecutive days;
  - (c) three weeks, the Employer must ensure the employee receives six days of rest and which is in periods of not less than two consecutive days; and
  - (d) four weeks, the Employer must ensure the employee receives eight days of rest and which is in periods of not less than two consecutive days.
- (12) For the purposes of 11 (a) – (d), a week shall mean any period of seven (7) consecutive days as agreed to by the Parties.
- (13) Pay shall be at overtime rates as per the applicable overtime provisions of Article 16 of the Collective Agreement if the employee:
- (a) works more than the scheduled hours per day;
  - (b) works more than twelve hours on a scheduled day of work;
  - (c) works on a scheduled day of rest; and
  - (d) works more than the scheduled number of hours for the averaging period.

#### 15.08 **Heavy Equipment Operator Shifts**

- (1) Notwithstanding other provisions of this Article, during extreme dry road and weather conditions during the months of May to August, the Employer may alter the time of commencement and termination of regular H.E. Operators' shifts on any regularly scheduled day of work for the purpose of watering and blading the road surface, by giving the employee not less than twenty-four (24) hours advance notice of change.
- (2) Where a regular Operator's shift is altered in accordance with paragraph (1) above, the employee shall be paid at overtime rates for the first shift worked following receipt of notice of the change.

- (3) Paragraphs (1) and (2) shall apply to seasonal full-time employees.

15.09 **No Guarantee**

This Article shall not be construed as guaranteeing the employee a minimum or a maximum number of hours of work.

15.10 **Hours of Work - On-Call Employees**

Except as otherwise specifically provided in this Agreement, Article 15 shall not be applicable to on-call employees. The following provisions shall apply to on-call employees:

(1) **Hours of Work**

- (a) Subject to the provisions of this Collective Agreement, and paragraph (b) below, the hours of work to be performed by an on-call employee, shall be determined by the Employer.
- (b) Subject to the provisions of this Collective Agreement, an on-call employee who is called to work by the Employer as a replacement for a regular employee shall work that employee's scheduled daily hours of work, provided work is available.

If the on-call employee is called to work by the Employer to replace a regular employee after the regular employee has commenced **their** shift, the on-call employee shall work the remaining hours of that employee's shift, provided work is available.

(2) **Notice**

The Employer will make every reasonable effort to provide an on-call employee with as much advance notice of the required on-call work assignment as is practicable and reasonable in the circumstances, and where possible will give at least twenty-four (24) hours notice.

(3) **Scheduling**

Subject to the operational requirements of the Employer, on-call employees will be called in on a rotational roster basis.

15.11 (1) **Rest Periods**

The Employer shall schedule two paid rest periods per day of fifteen (15) minutes duration. Each rest period shall be scheduled as near as possible to the mid-point of the work periods before and after the meal break.

(2) **Meal Breaks**

The Employer shall schedule a lunch period or a meal break as close as possible to the mid-point of an employee's shift. The duration of the lunch or meal break may vary between classes but shall not be less than one-half ( $\frac{1}{2}$ ) hour duration. The Employer agrees that, except by prior agreement with the Alliance, the duration of the meal break will not be altered for any employee following the date of the signing of this Agreement.

(3) **Paid Meals**

Where Youth Service Workers, Corrections employees, Dormitory Supervisors, or employees of Senior Citizens' Lodges are designated by the Employer to take meals with the residents or inmates as part of their assigned duties, the Employer shall pay for the cost of the meal.

(4) **Wash Up Time**

Where the Employer determines that there is a clear-cut need, employees in the Operational Services and Labour, and Trades occupational groups, may be permitted paid wash-up time to a maximum of ten (10) minutes at the conclusion of each shift. In unusual circumstances, this period may be extended by the Employer to a maximum of fifteen (15) minutes.

15.12 **Hours of Work - Employees at the Whitehorse Corrections Centre**

- (1) Hours of work for regular full-time Corrections Officers I and Corrections Officers II employed at the Whitehorse Corrections Centre shall be scheduled so that:
  - (a) In every sixteen (16) day period, employees work four (4) consecutive 12.5 hour shifts, followed by four (4) consecutive days of rest, followed by four (4) consecutive 8.5 hour shifts, followed by four (4) consecutive days of rest.
  - (b) **In every seven (7) day period, employees work five (5) consecutive eight (8) hour days followed by two (2) consecutive days of rest.**
  - (c) In addition to (a) above, four (4) 8 hour days for the purposes of training shall be scheduled per year. These additional training days will be scheduled in blocks of not more than two **(2)** consecutive days.
  - (d) **Eight (8) hour days and** eight and one-half (8.5) hour shifts shall be inclusive of one (1) paid meal **period** of one-half (1/2) hour, and **twelve and one-half (12.5) hour shifts** shall be inclusive of two (2) paid meal **periods** of one-half (1/2) hour.
- (2) Hours of work for regular full-time Corrections Officers I and II (COI and COII) assigned to the Arrest Processing Unit shall be scheduled so that:
  - (a) In every nine (9) day period, employees will work four (4) consecutive 12 hour shifts followed by five (5) consecutive days of rest.
  - (b) In addition to (a) above, four (4) 8 hour days for the purposes of training shall be scheduled per year. These additional training days will be scheduled in blocks of not more than two consecutive days.
  - (c) 12 hour shifts shall be inclusive of two (2) paid half-hour meal breaks.

(3) **Administrative Staff**

Hours of work for employees whose primary duties are administrative shall be governed by Article 15.01.

(4) **Hours of Work, All Other Employees Not on Shift Rotation**

Except as otherwise provided in this agreement, hours of work for all other regular full-time and seasonal full-time employees who are assigned in functions that do not require rotating shifts, including **Work Crew Supervisors**, **Program Delivery Officers**, Nurses, Cooks, **Cook Aides** or Food Services Managers shall be scheduled so that either:

- (a) In every seven (7) day period, employees work five (5) consecutive **seven and one-half (7.5) hour days** followed by two (2) consecutive days of rest, or
  - (b) In every eight (8) day period, employee work four (4) **ten and three quarters (10.75) hour days** followed by four (4) days of rest, or
  - (c) **In every fourteen (14) day period, employees work three (3) consecutive ten and three quarters (10.75) hour days followed by two (2) consecutive days of rest followed by working two (2) consecutive ten and three quarters (10.75) hour days followed by three (3) consecutive days of rest followed by working two (2) consecutive ten and three quarters (10.75) hour days followed by two (2) consecutive days of rest. (10.75 hours = 10 hours and 45 minutes.) This option does not apply to Program Delivery Officers.**
  - (d) All shifts shall be inclusive of a paid meal period of one-half ( $\frac{1}{2}$ ) hour.
- (5) Part-time nurses may be scheduled to work weekends and statutory holidays.

15.13 **Hours of Work - Compliance Employees (Highways & Public Works)**

- (1) Hours of work for regular full-time and seasonal full-time Compliance employees and Assistant Manager, Compliance Station whose headquarters area is outside of Whitehorse shall be scheduled so that:
  - (a) In every fifteen (15) day period, employees work ten (10) consecutive days followed by five (5) consecutive days of rest.
  - (b) On a daily basis, employees work eight (8) hours inclusive of a paid meal period of one-half ( $\frac{1}{2}$ ) hour.
- (2) Hours of work for regular full-time and seasonal full-time Compliance employees and Assistant Manager, Compliance Station whose headquarters area is Whitehorse, shall be scheduled so that:
  - (a) In every twenty-one (21) day period, employees work seven (7) consecutive days followed by three (3) consecutive days of rest, followed by seven (7) consecutive days of work followed by four (4) consecutive days of rest.
  - (b) On a daily basis, employees work eight (8) hours inclusive of a paid meal period of one-half ( $\frac{1}{2}$ ) hour.

**15.14 Hours of Work-Continuing Care**

- (1) **Employees who are compensated on the basis of seventy-five (75) hours bi-weekly shall be scheduled so that:**
  - (a) **In every nine (9) day period, employees work four (4) consecutive days followed by five (5) consecutive days of rest; and on a daily basis, employees work twelve (12) hours inclusive of two (2) paid meal periods of one-half ( $\frac{1}{2}$ ) hour each, scheduled as close as possible to the completion of the first third and the second third points of the shift; or**
  - (b) **In every nine (9) day period, employees work six (6) consecutive days followed by three (3) consecutive days of rest; and on a daily basis, employees work eight (8) hours inclusive of a paid meal period of one-half ( $\frac{1}{2}$ ) hour; or**
  - (c) **In every six (6) day period, employees work four (4) consecutive days followed by two (2) consecutive days of rest; and on a daily basis, employees work eight (8) hours inclusive of a paid meal period of one-half ( $\frac{1}{2}$ ) hour; or**
  - (d) **In every eight (8) day period, employees work four (4) consecutive days followed by four (4) consecutive days of rest; and on a daily basis, employees work ten (10) hours and forty (40) minutes, inclusive of two (2) paid meal periods of one-half ( $\frac{1}{2}$ ) hour each, scheduled as close as possible to the completion of the first third and second third points of the shift, or**
  - (e) **In every seven (7) day period, employees work five (5) consecutive days followed by two (2) consecutive days of rest; and on a daily basis, employees work seven (7) hours and thirty (30) minutes, exclusive of an unpaid meal period of one-half ( $\frac{1}{2}$ ) hour.**
  - (f) **In every seven (7) day period, employees work five (5) consecutive days followed by two (2) consecutive days of rest; and on a daily basis, employees work seven (7) hours and thirty (30) minutes, exclusive of an unpaid meal per of one-half ( $\frac{1}{2}$ ) hour, Monday to Friday.**
  - (g) **For the purposes of vacation, long service, special, and sick leave accruals, employees who receive pay for at least seven (7) shifts in a calendar month (for 12-hour shift employees), or for at least eight (8) shifts (for 10.66 hour employees), or for at least ten (10) shifts (for 7.5 hour employees), shall earn leave in the same proportions as outlined in Article 23.02(1), 23.02(3)(a), 24.01(1) and 25.01(1) respectively; however, a day for the purposes of calculating earned credits or paying Designated Paid Holidays as per Article 20.01(1) shall be considered to be seven and one-half ( $7\frac{1}{2}$ ) hours.**
- (2) **Employees who are compensated on the basis of eighty (80) hours bi-weekly shall be scheduled so that:**
  - (a) **In every seven (7) day period, employees work five (5) consecutive days followed by two (2) consecutive days of rest; and on a daily**

basis, employees work eight (8) hours exclusive of a meal period of one-half ( $\frac{1}{2}$ ) hour, or

- (b) In every eight (8) day period, employees work four (4) consecutive days followed by four (4) consecutive days of rest; and on a daily basis, employees work eleven and one-half ( $11\frac{1}{2}$ ) hours inclusive of a paid meal period of one-half ( $\frac{1}{2}$ ) hour and exclusive of an unpaid meal period of one-half ( $\frac{1}{2}$ ) hour, or
  - (c) In every nine (9) day period, employees work six (6) consecutive days followed by three (3) consecutive days of rest; and on a daily basis, employees work eight (8) hours inclusive of one (1) paid meal period of one-half ( $\frac{1}{2}$ ) hour, or
  - (d) In every six (6) day period, employees work four (4) consecutive days followed by two (2) consecutive days of rest; and on a daily basis employees work eight (8) hours inclusive of one (1) paid meal period of one-half ( $\frac{1}{2}$ ) hour, or
  - (e) In every seven (7) day period, employees work five (5) consecutive days followed by two (2) consecutive days of rest; and on a daily basis employees work eight (8) hours inclusive of one (1) paid meal period of one-half ( $\frac{1}{2}$ ) hour.
  - (f) For the purposes of vacation, long service, special and sick leave accruals, employees who receive pay for at least eight (8) shifts in a calendar month, shall earn leave in the same proportions as outlined in Article 23.02(1), 23.02(3)(a), 24.01(1) and 25.01(1) respectively; however, a day for the purposes of calculating earned leave credits and paying designated paid holidays as per Article 20.01(1) shall be considered to be eight (8) hours. Leave from the workplace shall be decremented from leave accruals at eleven (11) hours for an eleven and one-half ( $11\frac{1}{2}$ ) shift.
- (3) All nursing personnel (RN, LPN & NHA) within Continuing Care are considered to be seven and a half (7.5) hour per day and seventy-five (75) hour bi-weekly employees. Nursing personnel must have leave from the workplace such as vacation, sick, special and long service leave decremented from leave accruals at seven and one half ( $7\frac{1}{2}$ ) hours for an eight (8) hour shift; at nine (9) hours and forty (40) minutes (9.66) for a ten (10) hour and forty (40) minutes (10.66) shift; or eleven (11) hours for a twelve (12) hour shift.
  - (4) It has been agreed to by the Parties that hours of work for regular part-time Licensed Practical Nurses and Nursing Home Attendants within Continuing Care will not necessarily fall within the language in 44.02(1)(a), (b), (c) and/or (d).
  - (5) Notwithstanding the above, the Employer may, subject to operational requirements, schedule an individual shift that falls outside the specified hours of work stipulated in this article, but in no circumstances shall the deviation in regular hours of work extend beyond sixty (60) calendar days.

- (6) Where the Employer demonstrates the existence of an operational need that requires the establishment of a shift which deviates from the regular hours of work on an ongoing basis, such deviation shall only be implemented with the approval of the Union. Such approval shall not be unreasonably denied.
- (7) Notwithstanding Article 16.02, when a Registered Nurse Supervisor who is regularly scheduled to work ten (10) hours and forty (40) minutes, is required to work a twelve (12) hour shift, they shall be compensated overtime for the full one (1) hour and twenty (20) minutes at the applicable overtime rate.
- (8) Employees may be assigned to any of the shift patterns delineated above, subject to the understanding that those employees hired prior to March 31, 2019 will not be required by the Employer to change their shift pattern while in their current substantive position, unless otherwise agreed to by the employee.

**15.15 Hours of Work for Recovery Unit Attendants, Licensed Practical Nurses (Mental Wellness and Substance Use Branch), Care Attendants, Senior Care Attendant, Youth Treatment Recovery Workers, Cooks, Cook Supervisor, and Dietary Aides**

**(1) Care Attendants**

Hours of work for regular full-time **employees** shall be scheduled so that

- (a) In every nine (9) day period, employees work **four (4)** consecutive days followed by **five (5)** consecutive days of rest.
- (b) On a daily basis, employees work **twelve (12)** hours inclusive of **two (2)** paid meal periods of one-half ( $\frac{1}{2}$ ) hour each, **scheduled as close as possible to the completion of the first third and second third points of the shift;**
- (c) **Schedules for Care Attendants will include a combination of day and night shifts.**

**(2) Senior Care Attendant**

**Hours for a regular full-time employee shall be scheduled so that the employee works forty (40) hours from Monday to Friday inclusive, and eight (8) consecutive hours per day inclusive of a paid meal period of one-half ( $\frac{1}{2}$ ) hour.**

**(3) Youth Treatment Recovery Workers**

Hours of work for regular **employees** shall be scheduled so that:

- (a) In every nine (9) day period, employees work four (4) consecutive days followed by five (5) days of rest;
- (b) On a daily basis, employees work twelve (12) hours inclusive of two (2) paid meal periods of one-half ( $\frac{1}{2}$ ) hour each, scheduled as close as possible to the completion of the first third and second third points of the shift;

- (c) **Schedules for Youth Treatment Recovery Workers will include a combination of day and night shifts.**
- (d) For the purpose of vacation, long service, special and sick leave accruals, full-time employees who receive pay for at least seven (7) shifts in a calendar month, shall earn leave in the same proportions as outlined in Article 23.02(1), 23.02(3)(a), 24.01(1) and 25.01(1) respectively; however, a day for the purposes of calculating earned leave credits and paying designated paid holidays as per Article 20.01(1), shall be considered to be eight (8) hours.
- (e) On-call employees shall be entitled to receive overtime compensation according to article 16.09(4);
- (f) Part-time **Youth Treatment Recovery Workers** may be scheduled to work weekends and statutory holidays.

**(4) Cooks and Dietary Aides**

Hours of work for regular full-time employees shall be scheduled so that:

- (a) **In every eight (8) day period, employees work four (4) consecutive days followed by four (4) consecutive days of rest; and**
- (b) **On a daily basis, employees work 10.75 hours inclusive of one paid meal period of one-half (1/2) hour;**
- (c) For the purpose of vacation, long service, special and sick leave accruals, full-time employees who receive pay for at least eight (8) shifts in a calendar month, shall earn leave in the same proportions as outlined in Article 23.02(1), 23.02(3)(a), 24.01(1) and 25.01(1) respectively; however, a day for the purposes of calculating earned leave credits and paying designated paid holidays as per Article 20.01(1), shall be considered to be **seven and one-half (7.5) hours.**

**(5) Cook Supervisor**

Hours of work for a regular full-time Cook Supervisor **employee** shall be scheduled so that **the employee works thirty-seven and one-half (37 ½) hours from Monday to Friday inclusive, and seven and one-half (7 ½) consecutive hours per day, exclusive of a meal period.**

**(6) Regular Full-time Licensed Practical Nurses (**Mental Wellness and Substance Use Branch**) and Recovery Unit Attendants shall be scheduled so that:**

- (a) In every nine (9) day period, employees work four (4) consecutive days followed by five (5) consecutive days of rest;
- (b) On a daily basis, employees work twelve (12) hours inclusive of two (2) paid meal periods of one-half (½) hour each, scheduled as close as possible to the completion of the first third and second third points of the shift;
- (c) **Schedules for regular full-time Licensed Practical Nurses will include a combination of day and night shifts.**



- (d) On-call employees shall be entitled to receive overtime compensation as per article 16.09 (2) and (4)(a).

**15.16 Average Hours of Work - Social Workers; Site Planners, Park Planners, Park Technicians, Regional Superintendents (Parks and Outdoor Recreation Branch) and Senior Park Ranger (Klondike)**

In view of operational requirements, hours of work for regular and seasonal Social Workers, Site Planners, Park Planners, Park Technicians, Regional Superintendents (Parks and Outdoor Recreation Branch) and Senior Park Ranger (Klondike) may be scheduled so that, over a period of twenty-eight (28) consecutive calendar days, the employees shall:

- (1) work an average of thirty-seven and one-half (37½) hours per week, Monday through Friday; and
- (2) work an average of seven and one-half (7½) hours per day, exclusive of a meal period.
- (3) In view of operational requirements, hours of work for regular and seasonal Social Workers, Site Planners, Park Planners, Park Technicians, Regional Superintendents (Parks and Outdoor Recreation Branch) and Senior Park Ranger (Klondike) employed on a part-time basis, may be scheduled so that the prescribed hours may be averaged out over a period of twenty-eight (28) consecutive calendar days.

Hours of work authorized in excess of one hundred and fifty (150) hours, in the twenty-eight (28) calendar day period will be compensated at the rate of time and one-half (1½T). Designated holidays, which fall within the twenty-eight (28) calendar day period, shall be subtracted from the total of one hundred and fifty (150) hours.

**15.17 Average Hours of Work - Wildlife Technicians, Biologists, Park Rangers, Hunter Education Coordinator, Vegetation Ecologist, Fish & Wildlife Coordinators, Ecological Landscape Classification Coordinator, Water Resources Technologists, Water Resources Scientists, Water Information Specialist, Fire Inspectors, Deputy Fire Marshal, Licencing and Compliance Officers, Park Interpretive Staff (Park Interpretive Supervisor, Interpreter, Assistant Interpreter), Manager (Environment), Park Officer and Park Officer Supervisor, Senior Park Ranger (Herschel), Mental Wellness and Substance Use Branch (Counselor, Supervisor, Treatment Services), Operations Manager (ECO) and Community Reintegration Worker**

In view of operational requirements, hours of work for regular and seasonal Wildlife Technicians, Biologists, **Water Resources Technologists, Water Resources Scientists, Water Information Specialist**, Park Rangers, Hunter Education Coordinator, Ecological Landscape Classification Coordinator, Fire Inspectors, Deputy Fire Marshal, **Licencing and Compliance Officers**, Vegetation Ecologist, Fish & Wildlife Coordinator, Park Interpretive Staff (Park Interpretive Supervisor, Interpreter, Assistant Interpreter), Park Officer, Park Officer Supervisor, Senior Park Ranger (Herschel), **Mental Wellness and Substance Use Branch**, (Counselor, Supervisor, Treatment Services), Operations Manager (ECO) and Community **Reintegration** Worker may be scheduled so that, over a period of twenty-eight (28) consecutive calendar days, the employees shall:

- (1) work an average of thirty-seven and one-half (37½) hours per week, Monday through Sunday; and
- (2) work an average of seven and one-half (7½) hours per day, exclusive of a meal period.

Hours of work authorized in excess of one hundred and fifty (150) hours, in the twenty-eight (28) calendar day period will be compensated at the rate of time and one-half ( $1\frac{1}{2}T$ ). Designated holidays which fall within the twenty-eight (28) calendar day period, shall be subtracted from the total of one hundred and fifty (150) hours.

To clarify: Biologist includes biologists of varying titles (e.g. botanist) and includes assistant or senior/junior biologists; Wildlife Technician includes technicians of varying titles (e.g. wildlife harvest technician); Coordinator includes Fish & Wildlife Coordinators of varying titles (e.g. habitat protection coordinator); **Water Resources Technologists includes technologists of various titles (e.g. Hydrology, Groundwater, Water Quality), Water Resources Scientists includes senior scientists of varying titles (e.g. Hydrology, Groundwater, Water Quality)**, Manager includes managers of varying titles (e.g. Manager Habitat Protection); Park Interpretive Staff includes Park Interpretive Supervisor, Interpreter and Assistant Interpreter.

**15.18 Hours of Work - Manager Environmental Education and Youth Programs, and Youth Programs Coordinator (Department of Environment)**

Hours of work for regular and seasonal Manager Environmental Education and Youth Programs, and Youth Programs Coordinator (Department of Environment) shall be scheduled so that:

- (1) (a) (i) Between June 15 and September 15, inclusive, for a maximum period of eleven (11) weeks scheduled consecutively, when camps are in operation, employees shall work ten (10) consecutive days followed by four (4) consecutive days of rest;
- (ii) Notwithstanding Article 15.18(1)(a) above and Article 15.03, by mutual consent between the employee and the Employer, the employee may vary **their** scheduled days of work and rest between June 15 and September 15, provided that:
  - 1) A 5:2 ratio of days of work to days of rest is maintained; and
  - 2) No more than fifteen (15) consecutive regular work days and no less than five (5) consecutive regular workdays are scheduled in any one block.
- (b) Between September 16 and June 14, employees shall work according to Article 15.01.
- (c) At all times when the camps are not in operation, employees shall work seven and one-half ( $7\frac{1}{2}$ ) consecutive hours per day, exclusive of an unpaid meal period.
- (d) Notwithstanding (c) above, when the camps are operational and regular seven and one-half ( $7\frac{1}{2}$ ) hour shifts have not been scheduled, employees shall receive, in addition to their regular pay, pay for four (4) additional hours at the rate of time and one-half ( $1\frac{1}{2}$ ) for each twenty-four (24) hour period assigned to the camp.

- (2) Notwithstanding Articles 15 and 16 of the collective agreement, the Parties agree that the following conditions will apply to seasonal employees working at Herschel Island:

(a) **Park Rangers/Park Interpreters**

- (i) Hours of work for Park Rangers and Park Interpreters will be scheduled so that over a period of twenty-eight (28) consecutive calendar days, the employee shall:
  - 1) work an average of 37½ hours per week, Monday through Sunday; and
  - 2) work an average of 7½ hours per day, exclusive of a paid meal period.
- (ii) Hours of work authorized in excess of one hundred and fifty (150) hours in the twenty-eight (28) calendar day period will be compensated at the rate of time and one-half (1½T). Designated holidays which fall within the twenty-eight (28) calendar day period shall be subtracted from the total of one hundred and fifty (150) hours.
- (iii) During each twenty-eight (28) consecutive calendar day period, the Park Ranger and Park Interpreters will be scheduled to be on Herschel Island for fifteen (15) consecutive days, including the days of travel to and from Herschel Island, and thirteen (13) consecutive days off of Herschel Island.

**15.19 Hours of Work - Conservation Officers, Manager, Field Operations, Special Services Officer, Manager Enforcement and Compliance, and Environmental Protection Officer**

Hours of work for regular and seasonal Conservation Officers, Manager, Field Operations, Special Services Officer, Manager Enforcement and Compliance and Environmental Protection Officer shall be scheduled so that:

- (1) (a) Between the calendar months of November 1st through to April 15th, inclusive, Conservation Officers, Manager, Field Operations, Special Services Officer, Manager Enforcement and Compliance, and Environmental Protection Officer work thirty-seven and one-half (37½) hours, Monday to Friday, inclusive, and a normal work day of seven and one-half (7½) consecutive hours per day, exclusive of a meal period; and
- (b) Between the calendar months of April 16th through to October 31st, inclusive, Conservation Officers, Manager, Field Operations, Special Services Officer, Manager Enforcement and Compliance, and Environmental Protection Officer work any five (5) consecutive days in a seven (7) day period and a normal work day of seven and one-half (7½) consecutive hours per day, exclusive of a meal period.
- (2) At the option of the Conservation Officer, Manager, Field Operations, Special Services Officer, Manager Enforcement and Compliance or Environmental Protection Officer and by mutual agreement of the Employer, a Conservation Officer, Manager, Field Operations, Special Services Officer, Manager Enforcement and Compliance or Environmental Protection Officer may vary **their** hours of work other than those as specified in Clause 15.19 (1)(a) and (b) above.

- (3) (a) When a Conservation Officer, Manager, Field Operations, Special Services Officer, Manager Enforcement and Compliance or Environmental Protection Officer works on a designated paid holiday **their** shall be paid in accordance with Clause 16.05 of the Collective Agreement; or
- (b) At the employee's option, a lieu day with pay in place of the holiday pay shall be granted the full-time Conservation Officer, the full-time Manager, Field Operations, the full-time Special Services Officer, the full-time Manager Enforcement and Compliance or the full-time Environmental Protection Officer subject to operational requirements at a time convenient to both the full-time Conservation Officer, or the full-time Manager, Field Operations, the full-time Special Services Officer, the full-time Manager Enforcement and Compliance, or the full-time Environmental Protection Officer, and the Employer.
- (4) When a day designated as a holiday under Clause 20.01 falls on a full-time Conservation Officer's, full-time Manager, Field Operations, full-time Special Services Officer's, full-time Manager Enforcement and Compliance or full-time Environmental Protection Officer's day of rest, the holiday shall be moved to the employee's first working day following **their** normally scheduled days of rest.

#### **15.20 Hours of Work – Airport Firefighters and Airport Fire Captains**

Hours of work for regular full-time and seasonal full-time Airport Firefighters and Airport Fire Captains shall be scheduled so that:

- (1) In every sixteen (16) day period, employees work four (4) consecutive days of ten (10) consecutive hours followed by four days of rest, followed by four (4) consecutive nights of fourteen (14) consecutive hours followed by four days of rest; and
- (2) Shifts shall be inclusive of a paid meal period of one-half (½) hour.

#### **15.21 Hours of Work: Emergency Medical Services Shift Work Employees**

- (1) Hours of work for regular full-time and seasonal full-time Emergency Medical Services shift work employees other than Senior Supervisors, Whitehorse EMS Operations shall be scheduled so that:
  - (a) In every nine (9) day period, employees work four (4) consecutive days, followed by five (5) consecutive days of rest; and
  - (b) On a rotational basis, employees work either:
    - (i) twelve (12) consecutive hours per day; or
    - (ii) two (2) consecutive days of ten (10) consecutive hours followed by two (2) consecutive days of fourteen (14) consecutive hours;

inclusive of a paid meal period per shift of one-half (½) hour.
  - (c) For the purposes of vacation, long service, special and sick leave accruals, employees who receive pay for at least seven (7) shifts in a calendar month, shall earn leave in the same proportions as outlined in Article 23.02(1), 23.02(3)(a), 24.01(1), and 25.01(1) respectively; however, a day for the

purposes of calculating earned leave credits or paying designated paid holidays as per Article 20.01(1) shall be considered to be seven and one-half (7½) hours. Employees who work ten (10), twelve (12) or fourteen (14) hour shifts (inclusive of one ½ hour meal break) will have leave from the workplace such as vacation, sick, special and long service leave decremented from leave accruals at 9.5 hours, 11.5 hours or 13.5 hours respectively.

- (2) (a) Hours of Work for regular full-time Senior Supervisors, Whitehorse EMS Operations, employed at Emergency Medical Services shall be scheduled so that:
  - (i) In every seven (7) day period, employees work four (4) consecutive days, followed by three (3) consecutive days of rest; and
  - (ii) On a daily basis, employees work 9.5 hours exclusive of an unpaid meal period of one-half hour on three (3) of the four days in the above rotation, and 9.0 hours, exclusive of an unpaid meal period of one-half hour, on one (1) of the four (4) days in the rotation.
- (b) For the purposes of vacation, long service, special and sick leave accruals, employees who receive pay for at least eight (8) shifts in a calendar month shall earn leave in the same proportions as outlined in 23.02(1), 23.02(3)(a), 24.01(1) and 25.01(1) respectively; however, a day, for the purpose of calculating earned leave credits or paying designated paid holidays as per Article 20.01(1) shall be considered to be seven and one-half (7.5) hours. Vacation, long service, special and sick leave taken will be decremented from leave accruals at 9.0 or 9.5 hours, depending on the hours scheduled on the day the leave is taken.

**15.22 Hours of Work – Park Personnel (Park Maintenance Person, Park Maintenance Supervisor and Park Facilities Painter)**

- (1) Hours of work for regular full-time and seasonal full-time Park Personnel shall be scheduled so that:
  - (a) In every fourteen (14) day period, employees work eight (8) consecutive days followed by six (6) consecutive days of rest.
  - (b) On a daily basis, employees work ten (10) consecutive hours exclusive of a meal period.
- (2) The Parties acknowledge that under certain circumstances in a seven (7) day period, employees work five (5) consecutive days followed by two (2) consecutive days of rest. On a daily basis, employees work eight (8) consecutive hours exclusive of a meal period.

**15.23 Hours of Work - Education Consultants and positions (below) that provide services to support schools**

- (1) The following provisions shall apply to regular full-time Education Consultants and regular part-time Education Consultants:
  - (a) The regular work day of a full-time Education Consultant shall be seven and one-half (7½) hours, exclusive of a meal period. The regular work week shall

be thirty-seven and one-half (37½) hours, Monday through Friday. **A regular work day for a part-time Education Consultant shall be in proportion to the average number of regular hours (as defined in Article 44.14(2)) worked per week in relation to a full-time employee in the same classification as specified in Article 15.**

- (b) The Parties recognize that the Education Consultants are provided with a significant degree of flexibility in scheduling their working hours during the school year. The Parties further recognize that the Education Consultants' hours of work will vary during the school year, and that overtime hours of work will be performed by the Education Consultants.
  - (c) The Employer acknowledges that a regular full-time Education Consultant shall be pre-authorized to work sixty (60) hours of overtime in excess or outside of their regular daily and weekly hours of work as set out in paragraph (a) above. **A regular part-time Education Consultant shall be pre-authorized to work the part-time equivalent of sixty (60) hours.** The Education Consultant shall maintain a written log of these pre-authorized overtime hours of work, which shall indicate the nature of the work performed, the date and time that the work was performed and the duration of the overtime work. **Each employee is expected to use their pre-authorized overtime in a professional manner and only in cases when the work cannot otherwise be performed during regular work hours.**
  - (d) In regard to the pre-authorized hours of overtime set out in paragraph (c) above, the **regular full-time** Education Consultant shall be provided with an additional twelve (12) days leave with regular pay per completed school year in lieu of overtime compensation as provided in the Collective Agreement. The additional twelve (12) days leave shall be earned on the basis of one (1) leave day for each five (5) pre-authorized overtime hours worked pursuant to paragraph (c) above. **The regular part-time Education Consultant shall be provided with the proportionate number of hours based on their part-time position.**
  - (e) The **regular full-time and regular part-time** Education Consultant shall be required to take their earned leave under paragraph (d) above during the summer vacation period of the school year.
  - (f) Any overtime hours of work performed by the Education Consultant in excess of the sixty (60) pre-authorized hours in paragraph (c) above:
    - (i) must be authorized in advance by the Employer, and
    - (ii) will be compensated for pursuant to Article 16 of the Collective Agreement.
- (2) **The following provisions shall apply to the regular full-time and part-time positions that provide services to support the operation of schools outlined below:**

Coordinator, First Nation Partnerships  
 Cultural Partnership Officer  
 First Nation Education Curriculum Development Coordinator  
 First Nation Experiential Advisor  
 Learning Technology Integration Specialist  
 Occupational Therapist  
 Physiotherapist  
 Positive Behaviour Intervention Specialist Coach  
 School Community Consultant  
 School Council Liaison  
 Speech & Language Pathologist  
 Student Info System Specialist

**\*\*The Parties may agree to amend the above list during the term of the Agreement.**

- (a) The regular work day shall be seven and one-half (7½) hours, exclusive of a meal period. The regular work week shall be thirty-seven and one-half (37½) hours, Monday through Friday. A regular work day for a part-time employee shall be in proportion to the average number of regular hours (as defined in Article 44.14(2)) worked per week in relation to a full-time employee in the same classification as specified in Article 15.
- (b) The Parties recognize that these employees are provided with a significant degree of flexibility in scheduling their working hours during the school year. The Parties further recognize that these employees' hours of work will vary during the school year, and that overtime hours of work will be performed by the employees.
- (c) The Employer acknowledges that employees in these positions shall be pre-authorized to work sixty (60) hours of overtime in excess or outside of their regular daily and weekly hours of work as set out in paragraph (a) above. A regular part-time employee shall be pre-authorized to work the part-time equivalent of sixty (60) hours. The employee shall maintain a written log of these pre-authorized overtime hours of work, which shall indicate the nature of the work performed, the date and time that the work was performed and the duration of the overtime work. Each employee is expected to use their pre-authorized overtime in a professional manner and only in cases when the work cannot otherwise be performed during regular work hours.
- (d) In regard to the pre-authorized hours of overtime set out in paragraph (c) above, the regular full-time employee shall be provided with an additional twelve (12) days leave with regular pay per completed school year in lieu of overtime compensation as provided in the Collective Agreement. The additional twelve (12) days leave shall be earned on the basis of one (1) leave day for each five (5) pre-authorized overtime hours worked pursuant to paragraph (c) above. The regular part-time employee shall be provided with the proportionate number of hours based on their part-time position.
- (e) The regular full-time or regular part-time employee shall be required to take their earned leave under paragraph (d) above during the summer vacation period of the school year.

- (f) **Any overtime hours of work performed in excess of the sixty (60) pre-authorized hours in paragraph (c) above:**
  - (i) **must be authorized in advance by the Employer, and**
  - (ii) **will be compensated for pursuant to Article 16 of the Collective Agreement.**

**15.24 Hours of Work – Visitor Information Centre Receptionists, Visitor Information Centre Supervisors, Yukon Beringia Interpretive Centre Staff and Program Coordinator**

Hours of work for seasonal full-time **Visitor Information Centre Receptionists, Visitor Information Centre Supervisors and Yukon Beringia Interpretive Centre Guides** shall be scheduled so that:

- (1) In every six (6) day period, employees work four (4) consecutive days followed by two (2) consecutive days of rest.
- (2) On a daily basis, employees work seven (7) hours exclusive of a meal period.
- (3) Notwithstanding paragraphs (1) and (2) above, the hours of work for the **seasonal full-time Visitor Information Centre Supervisors in Whitehorse and Carcross** shall be scheduled to work Monday to Friday seven (7) consecutive hours per day, exclusive of a meal period.
- (4) **Notwithstanding paragraphs (1), (2), and (3) above, the hours of work for the seasonal full-time Program Coordinator shall be scheduled to work Monday to Friday, seven and one-half (7 ½) consecutive hours per day, exclusive of a meal period.**

**15.25 Hours of Work - Observer/Communicator and Observer/Communicator Supervisor, Old Crow**

Hours of work for regular full-time and seasonal full-time Observer/ Communicators and Observer/Communicator Supervisor in Old Crow shall be scheduled so that:

- (1) (a) In every six (6) day period, employees work four (4) consecutive days, followed by two (2) consecutive days of rest.
- (b) On a daily basis, employees work seven and one-half (7½) consecutive hours inclusive of a paid meal period of one-half (½) hour.
- (2) The Parties recognize that under certain circumstances, in a ten (10) day period employees work five (5) consecutive days followed by five (5) consecutive days of rest. On a daily basis employees work ten (10) consecutive hours inclusive of a paid meal period of one-half (½) hour.

**15.26 Hours of Work – Family Support Workers (Whitehorse only), Supported Independent Living Workers, Home Support Workers, Home Care Nurses, Healthy Families Workers, Restorative Community Conference Coordinator, Intensive Support & Supervision Worker (Youth Probation), Public Safety Investigators, and Receptionist/Administrative Assistants – Justice Wellness Centre**



- (1) In view of operational requirements, hours of work for regular and seasonal Family Support Workers (Whitehorse only), Supported Independent Living Workers, Home Support Workers, Home Care Nurses, Healthy Families Workers, Restorative Community Conference Coordinator, Intensive Support & Supervision Worker (Youth Probation), Public Safety Investigators, and Receptionist/Administrative Assistants – Justice Wellness Centre may be scheduled so that, over a period of twenty-eight (28) consecutive calendar days, employees shall:
  - (a) work an average of thirty-seven, and one-half (37½) hours per week, Monday through Sunday and
  - (b) work an average of seven and one-half (7½) hours per day, exclusive of a paid meal period.
- (2) Hours of work for part-time employees may be averaged out over a period of twenty-eight (28) consecutive calendar days, and may be non-consecutive on a daily basis.
- (3) Hours of work authorized in excess of one hundred and fifty (150) hours in the twenty-eight (28) calendar day period will be compensated at the rate of time and one-half (1½). Designated holidays which fall within the twenty-eight (28) calendar day period shall be subtracted from the total of one hundred and fifty (150) hours.
- (4) Notwithstanding article 44.05(1), a part-time employee may not refuse to work any additional time beyond **their** full-time equivalent (FTE) apportionment unless the employee's hours scheduled by the Employer have exceeded ten per cent (10%) of the apportionment.
- (5) In recognition of the nature of client relationships, article 15.10 (3) shall not apply to on-call auxiliary employees appointed to the positions listed in (1) above. However, the Employer shall consider equalization of workload as well as client fit when assigning new clients to the program.
- (6) Part-time Home Care Nurses may be scheduled to work on Saturdays, Sundays and Statutory Holidays.

#### 15.27 **Security Guards**

- (1) **Hours of work for regular full-time Security Guards shall be scheduled so that:**
  - (a) **In every eight (8) day period, employees will work four (4) consecutive days followed by four (4) consecutive days of rest;**
  - (b) **On a daily basis, employees work 11.25 hours inclusive of one-half (1/2) hour paid meal break;**
  - (c) **For the purpose of vacation, long service, special and sick leave accruals, full-time employess who receive pay for at least eight (8) shifts in a calendar month, shall earn leave in the same proportions as outlined in Article 23.02(1), 23.02(3)(a), 24.01(1) and 25.01(1) respectively; however, a day for the purposes of calculating earned leave credits and paying designated paid holidays as per Article 20.01(1) shall be considered to be eight (8) hours.**

### 15.28 **Airport Security Guards and Airport Security Captains**

Hours of work for regular full-time and seasonal full-time Airport Security Guards and Airport Security Captains shall be scheduled so that:

- (1) In every eight-day period, employees work four (4) consecutive days followed by four (4) consecutive days of rest;
- (2) On a daily basis, employees work 10.75 hours inclusive of a paid meal period;
- (3) For the purpose of vacation, long service, special and sick leave accruals, full-time employees who receive pay for at least eight (8) shifts in a calendar month, shall earn leave in the same proportions as outlined in Article 23.02(1), 23.02(3)(a), 24.01(1) and 25.01(1) respectively; however, a day for the purposes of calculating earned leave credits and paying designated paid holidays as per Article 20.01(1) shall be considered to be eight (8) hours.

15.29 The Employer may recruit for and schedule one (1) regular Community Health Nurse, Whitehorse Health Centre, to work thirty-seven and one-half (37½) hours from Tuesday to Saturday inclusive and seven and one-half (7½) consecutive hours per day, exclusive of a meal period.

15.30 The Employer may recruit and schedule regular part-time Building Engineers-Highways and Public Works assigned to Property Management, to work eight (8) hours per day, Saturday, Sunday and designated paid holidays as identified in Article 20.01(1), inclusive of a paid meal break of one-half (½) hour.

15.31 The Employer may recruit and schedule one (1) regular Registered Nurse assigned to the **Mental Wellness and Substance Use Branch**, to work thirty-seven and one-half (37 ½) hours from Wednesday to Sunday inclusive and seven and one-half (7½) consecutive hours per day exclusive of a meal period.

### 15.32 **Hours of Work – Eagle Plains Camp**

Hours of work for regular Foreperson and Road Crew at Eagle Plains Camp shall be scheduled so that:

- (1) In every fourteen (14) day period, employees work eight (8) consecutive days followed by six (6) consecutive days of rest;
- (2) On a daily basis, employees work ten (10) hours inclusive of a paid meal period of one-half (½) hour, scheduled as close as possible to the mid point of the shift; and
- (3) On-call employees shall be entitled to receive overtime compensation as per article 16.09(2) and 16.09(4)(a).

### 15.33 **Gadzoosdaa Residence**

Hours of work for regular full-time and seasonal full-time Night Custodial/Assistant Supervisors at Gadzoosdaa Residence shall be scheduled so that :

- (1) In every 14-week period, employees work seventy (70) shifts;
- (2) no more than six (6) consecutive days will be worked;

- (3) no fewer than two (2) consecutive days of rest will be scheduled;
- (4) on a daily basis, employees work eight (8) consecutive hours inclusive of a paid meal break.

**15.34 Hours of Work-Program Coordinator (Justice Wellness Centre)**

Hours of work for Program Coordinators (Justice Wellness Centre) shall be scheduled so that:

- (1) In every seven-day period, employees work five (5) consecutive days followed by two (2) consecutive days of rest; and
- (2) On a daily basis, employees work seven-and-one-half (7.5) hours exclusive an unpaid meal period of one-half (1/2) hour.

**15.35 Hours of work for Airport Equipment Operators and Airport Labourers employed at Whitehorse Airport in the Department of Highways and Public Works**

Hours of Work for regular full-time and seasonal Airport Equipment Operators **and Airport Labourers** employed at Whitehorse Airport shall be scheduled so that:

- (1) Employees work forty (40) hours per week Monday to Sunday.
- (2) In every seven (7) day period, employees work four (4) consecutive days followed by three (3) consecutive days of rest.
- (3) On a daily basis, employees work ten (10) hours per day, exclusive of an unpaid meal period of one-half (1/2) hour.
- (4) For the purposes of vacation, long service leave, special, and sick leave accruals, regular employees who receive pay for at least eight (8) shifts in a calendar month, shall earn leave in the same proportions as outlined in Article 23.02(1), 23.02(3)(a), 24.01(1) and 25.01(1) respectively; however, a day for the purposes of calculating earned leave credits and paying designated paid holidays shall be considered to be eight (8) hours.
- (5) Work performed on a designated paid holiday shall be paid as per article 20.07.
- (6) The Parties further agree that for the purposes of paying out compensatory leave, article 16.06(4) will apply to regular Airport Equipment Operators **and Airport Labourers** employed at the Whitehorse Airport.

**15.36 Hours of Work – Grounds Leadhand and Groundskeepers**

Hours of work for regular full-time and seasonal full-time **Grounds Leadhand** and Groundskeepers shall be scheduled so that:

- (1) Between the calendar months of May 1st through to October 31st inclusive, employees work forty (40) hours per week Monday to Friday exclusive of a paid meal period.
- (2) Between the calendar months of November 1st through to April 30th inclusive, employees work forty (40) hours per week Monday to Sunday exclusive of a paid meal period.

## **ARTICLE 16: OVERTIME**

16.01 (1) Subject to the operational requirements of the service, the Employer shall make every reasonable effort:

- (a) to allocate overtime work on an equitable basis among readily available, qualified employees; and
- (b) to give employees who are required to work overtime reasonable advance notice of this requirement;

but notwithstanding (a) and (b) above, when there is an emergency, an employee may be required to work overtime on shorter notice than provided in 16.01(1)(b) above.

- (2) An employee may refuse to work overtime for just cause, and may be required to state the refusal and the cause in writing.

16.02 An employee who is required to work overtime shall be paid overtime compensation for each completed fifteen (15) minutes of overtime worked by **them** when:

- (1) The overtime work is authorized in advance by the Employer; and
- (2) The employee does not control the duration of the overtime work.

### 16.03 **Regular Working Day**

A regular or seasonal employee shall be compensated for hours of overtime worked on a regular working day at the rate of time and one-half (1½T) for the first four (4) hours and double time (2T) thereafter.

### 16.04 **Days of Rest**

A regular full-time or seasonal full-time employee shall be compensated:

- (1) for hours of overtime worked on **their** first day of rest at the rate of time and one-half (1½T) for the first four (4) hours and double time (2T) thereafter; and
- (2) for hours of overtime worked on **their** second or subsequent day of rest at the rate of double time (2T).

### 16.05 **Designated Paid Holiday**

- (1) A regular or seasonal 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 (1½T) for the first four (4) hours and double time (2T) thereafter. This is in addition to the holiday pay provided for in Section 20.01(1).
- (2) A regular or seasonal employee who is required to work on a designated paid holiday following a day on which **they** worked and received overtime pay in accordance with Article 16.04 or Article 44.05(1) shall be compensated for the hours worked at the rate of double time (2T) for all time worked. This is in addition to the holiday pay provided in Section 20.01(1).

- (3) An on-call employee, other than an Emergency Medical Services shift work employee, who is required to work on a designated paid holiday, shall be compensated pursuant to Article 20.10(3) of this Agreement.

#### 16.06 **Compensatory Leave in Lieu of Overtime Payment**

- (1) Notwithstanding the provisions of 16.03, 16.04, 16.05 and 16.08, overtime earned by a regular employee within any pay period may, at the employee's option, be either paid out at the applicable overtime rate or, alternatively, may be banked and liquidated as compensatory leave at the applicable overtime provision.
- (2) The Employer shall grant compensatory leave subject to operational requirements and at a time convenient to both the regular employee and the Employer.
- (3) Compensatory leave earned during a calendar year but not liquidated before March 1<sup>st</sup> following, will be paid out by the pay day immediately preceding the end of March, at the applicable overtime rate, based upon the regular employee's hourly rate of pay at the time of payout.
- (4) Notwithstanding the provisions of (3) above, Dental Therapists in the Department of Health & Social Services and regular employees of the Department of Education engaged in the provision of clerical support, education consultant capacity, Gadzoosdaa staff, Speech and Language Consultants and Occupational Therapists and Physiotherapists (School Programs) in the Public School System, shall have any outstanding compensatory leave earned during a twelve month period ending June 30th of each year but not liquidated by September 1st following, paid out by the pay day immediately preceding the end of September, at the applicable overtime rate, based upon the regular employee's hourly rate of pay at the time of payout.
- (5) A regular employee may, on one (1) occasion per year between the period March 1 and December 1, elect to have paid out from existing compensatory leave accruals, a maximum of five working days or shifts. Such payment shall be based on the regular employee's hourly rate of pay at the time of payout.
- (6) Subject to the provisions of this article, regular employees may elect to bank as compensatory leave premium payments earned under articles 18.03(1) and 18.03 (4), to a maximum equivalent of three (3) weeks pay.

#### 16.07 **Meal Allowance**

- (1) Where an employee is required to work three (3) or more hours of overtime immediately prior to or immediately following the completion of **their** scheduled work day, the Employer will provide that employee with a meal allowance of fourteen (\$14.00) dollars.
- (2) Clause 16.07(1) will not apply to an employee who is on authorized travel status or where free meals are provided by the Employer.
- (3) "Immediately" as used in Article 16.07(1) above is to be interpreted so as to permit the scheduling of an unpaid meal break of up to and including one (1) hour in duration.
- (4) Notwithstanding paragraph (3) above, **Licencing and Compliance Officers** will be entitled to a meal allowance when doing night inspections requiring them to work until midnight or later.

- (5) Notwithstanding paragraph (3) above, Highways & Public Works employee(s) who is required to work at an Auction and, as a result of the operational requirements is not provided with a meal break shall receive the meal allowance in 16.07(1).

**16.08 Emergency Medical Services Shift Work Employees: Overtime and Work on Designated Paid Holidays**

**(1) Regular Working Day**

A regular or seasonal Emergency Medical Services shift work employee shall be compensated for hours of overtime worked on a regular working day at the rate of time and one-half (1½T) for the first four (4) hours and double time (2T) thereafter.

**(2) Days of Rest**

A regular or seasonal Emergency Medical Services shift work employee shall be compensated for hours of overtime worked on **their** first and subsequent days of rest pursuant to Article 16.04.

**(3) Designated Paid Holiday**

- (a) Notwithstanding any other provision in the Collective Agreement, a regular Emergency Medical Services shift work employee who works in a continuous operation that does not shut down on holidays shall be compensated as follows:
- (i) when the holiday falls on a day **they are** not scheduled to work – **their** regular wages for the day designated as the holiday;
  - (ii) when **they work** on a holiday;
  - (iii) **their** regular wages for the day designated as the Holiday;
  - (iv) time and one-half (1½T) for the first four (4) hours of work on the holiday and double time (2T) thereafter.
- (b) Regular Emergency Medical Services shift work employees who work on a designated holiday will have the option of taking another day off without pay at a time mutually agreeable to the employee and **their** supervisor
- (c) The definition of “holiday” as defined in Clause 2.01(15) shall apply to the interpretation of Clause 16.08(3)(a) and (b).

**16.09 Overtime Compensation for On-Call Employees**

The following provisions shall apply to all on-call employees:

- (1) An on-call employee shall be entitled to receive overtime compensation in each of the following circumstances:
- (a) when the employee has been authorized in advance by the Employer to work in excess of the normal daily hours of work which would be required to be performed by a full-time employee in the same classification; or

- (b) when the employee has been authorized in advance by the Employer to work in excess of the normal weekly hours of work which would be required to be performed by a full-time employee in the same classification whose schedule of work would be calculated on a seven (7) day weekly basis; or
  - (c)
    - (i) if the on-call employee works in a classification where a full-time employee's schedule of work would be calculated on other than a seven (7) day weekly basis, when the on-call employee works in excess of seventy-five (75) or eighty (80) normal hours of work in the pay period, as applicable to their classification;
    - (ii) notwithstanding sub-paragraph (c)(i) above, an on-call **Visitor Information Centre Receptionist, Visitor Information Centre Supervisor,, Visitor Information Centre Receptionist, Visitor Information Centre Supervisor and Yukon Beringia Interpretive Centre Guides**, will be entitled to receive overtime compensation when the employee works in excess of seventy (70) normal hours of work in the pay period; or
  - (d) when the employee is authorized in advance by the Employer to work on a continuous basis on two (2) consecutive shifts, whether or not the shifts fall on the same calendar day.
- (2) Notwithstanding paragraph (1) above, an on-call employee who is required to work in a classification where a full-time employee's 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 (37½) hours per week.
- (3) Notwithstanding paragraph (1) above, where operational needs require an on-call employee to work in two or more classifications on the same day or during the same week where the full-time employees would be scheduled based on different daily or weekly hours of work, the on-call employee shall be compensated for hours of overtime worked in excess of eight (8) normal daily hours or forty (40) normal weekly hours of work respectively.
- (4) Notwithstanding sub-paragraph (1)(c) above, an on-call employee is required to work in a classification where a full-time employee's schedule of work would be based on a nine (9) day period (six (6) consecutive work days followed by three (3) consecutive days of rest or four (4) consecutive work days followed by five (5) consecutive days of rest, the employee shall be entitled to receive overtime compensation:
- (a) when the on-call employee is advised in advance of a pay period that **they** will be scheduled to work in the same position for the full upcoming pay period, the employee shall be provided overtime compensation on the same basis as would be provided to a full-time employee in the same classification; or
  - (b) in all other circumstances, when the on-call employee works in excess of seventy-five (75) or eighty (80) normal hours of work in the pay period, as applicable to their classification.
- (5) (a) When an on-call employee works pursuant to paragraphs (1), (2), (3) or (4) above, **they** shall be compensated at the rate of time and one-half (1½T) for the first four (4) hours and double time (2T) thereafter.

- (b) Article 16.01(2) shall apply to an on-call employee after **they have** worked the same number of daily or weekly normal hours of work which would be required to be performed by a full-time employee in the same classification.

16.10 **Airport Firefighters and Fire Captains: Work on a Designated Paid Holiday**

- (1) Subject to Article 20.04, a regular full-time Airport Firefighter or Fire Captain who is not required to work on a designated holiday shall be compensated for the designated holiday at the straight-time rate for a total of twelve (12) hours.
- (2) A regular full-time Airport Firefighter or Fire Captain who is required to work on a designated holiday shall be compensated for hours worked pursuant to Article 16.05.
- (3) Airport Firefighters or Fire Captains who work on a designated holiday will have the option of taking another day off without pay at a time mutually agreeable to the employee and **their** supervisor.
- (4) The definition of "holiday" as defined in Clause 2.01(15) shall apply to the interpretation of clause 16.10(1) and (2).

16.11 **Compensation in Lieu of Overtime for Program Facilitators**

Hours of work for full-time Program Facilitators assigned to a satellite field operation, where regular full-time shifts have not been scheduled, shall receive, in addition to their regular pay, pay for six (6) additional hours at the rate of time and one-half (1½T) for each twenty-four (24) hour period assigned to the satellite field operation.

**ARTICLE 17: PAY ADMINISTRATION**

- 17.01 (1) 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 classification of the position to which **they are** appointed.
- (2) Notwithstanding paragraph (1) above, an on-call employee who is replacing a regular employee and who is performing a significant portion of the duties of the regular employee being replaced, shall be paid at the following rate of pay:
  - (a) if the employee being replaced is in a class for which there is a single rate of pay which is the same as or lower than the rate of pay received by the on-call employee, pursuant to **their** classification, the on-call employee's rate of pay shall remain unchanged;
  - (b) if the employee being replaced is in a class for which there is a single rate of pay which is higher than the rate of pay received by the on-call employee, pursuant to **their** classification, the on-call employee shall receive the rate of pay for the classification of the employee being replaced;
  - (c) if the employee being replaced is in a class for which there is a range of rates of pay and the maximum salary is the same as or lower than the maximum salary applicable to the on-call employee's classification, the on-call employee's rate of pay shall remain unchanged;



- (d) if the employee being replaced is in a class for which there is a range of rates of pay and the maximum salary is higher than the maximum salary applicable to the on-call employee's classification, the on-call employee shall:
  - (i) receive the minimum salary for the class of the employee being replaced where the minimum is more than 4% above the on-call employee's present salary; or
  - (ii) receive a salary at a rate 4% higher than **their** present salary provided that the on-call employee's replacement rate of pay does not exceed the maximum rate of pay for the class of the employee being replaced; or
  - (iii) receive the maximum rate of pay of the class of the employee being replaced where the application of (ii) above would provide for the on-call employee's replacement rate of pay exceeding that maximum.

- 17.02 (1) Regular and seasonal employees shall be paid bi-weekly with pay days being alternate Wednesdays in accordance with the pay system of the Employer.
- (2) Pay days for on-call employees will be bi-weekly, on alternate Wednesdays, with the employees being paid two (2) weeks in arrears for all hours worked up to and including the previous pay day.
- (3) Notwithstanding (1) above, seasonal employees occupying the position of supervisor or receptionist at the **Visitor Information Centres**, tour guides, Park Maintenance Personnel, and **Yukon Beringia Interpretive Centre Guides** and supervisor shall be paid two (2) weeks in arrears for all hours worked up to and including the previous pay day.
- 17.03 (1) Employees who have earned overtime compensation, any other extra allowance, or acting pay in addition to their regular pay shall receive such remuneration within four (4) weeks of the day such remuneration was earned.
- (2) Subject to an appeal by the Employer, a written decision from any level in the grievance procedure that restores an employee's pay shall be implemented within six pay periods of the written decision.
- (3) Upon the written request of an on-call employee to the Public Service Commission, the Employer will provide the employee with a statement of hours worked.

#### 17.04 **Upon Promotion**

Subject to 17.06 below, when an employee is appointed to a position, the maximum rate of pay of which exceeds that of the maximum rate of **their** former position the employee shall receive either:

- (1) the minimum of the new range where that minimum is more than 8% above **their** present salary; or
- (2) where **their** salary on appointment does not exceed the maximum of the range applicable to the position to which **they are** appointed, 8%; or
- (3) where the application of (2) above would provide for appointment exceeding the maximum of the range for the new position, the maximum rate in the range.

### 17.05 Upon Transfer

- (1) 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 **their** former position, **their** salary shall remain unchanged.
- (2) Where an employee accepts a position having a lower maximum rate of pay than that of **their** former position, **their** rate of pay on appointment in the new scale shall be equal to the rate **they were** paid in **their** former position, or where the rate the employee was paid in **their** former position exceeds the maximum of the range for the new position, the employee's rate of pay in the new position shall be the maximum rate in the range.

17.06 (1) Notwithstanding the provisions of 17.04 and 17.05, where an employee is appointed to a position the occupational characteristics of which are substantially different from that of **their** former position, and the application of the provisions of Article 17.04 or 17.05 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 Public Service Commission, the employee may be paid either:

- (a) any rate in the range of rates applicable to the position to which **they are** appointed not exceeding **their** current rate; or
  - (b) a rate prescribed by the Employer for the appointment of persons to positions on an Underfill basis.
- (2) Where a person is appointed pursuant to the Underfill Policy, the underfill rate of pay will apply up to a maximum of three (3) years.
  - (3) The rate of pay payable to a person appointed to a position on an underfill basis shall not be less than eighty percent (80%) of the minimum rate of pay established for the class to which the position is assigned.

### 17.07 Upon Reclassification

- (1) Where an employee occupies a position that is reclassified because of a change of duties, resulting in its inclusion in a class having a higher maximum salary, the employee shall receive:
  - (a) the minimum of the new range where that minimum is more than 8% above **their** present salary; or
  - (b) 8% where **their** salary on reclassification does not exceed the maximum of the range for the new class; or
  - (c) where the application of (b) above would provide for reclassification exceeding the maximum of the range for the position, the maximum rate in the range.
- (2) Where an employee occupies a position which is reclassified resulting in its inclusion in a class having a maximum salary the same as that previously applicable to the position, the salary payable to the employee shall remain unchanged.

- (3) Notwithstanding Clause 17.01, where an employee occupies a position which is reclassified to a class having a maximum salary which is less than the maximum applicable to the class to which the position was formerly allocated:
- (a) The salary range payable to the employee shall remain unchanged.
  - (b) Where an employee occupies a position which is reclassified downwards resulting in a lower maximum salary, the employee will be granted salary protection. In such circumstances, the employee, for as long as **they continue** to occupy the reclassified position, will continue to receive any increment and negotiated salary increase which **they** would have received in **their** position if the reclassification had not occurred.
  - (c) Sub-paragraph (b) above shall apply to any employee who occupies a position which had previously been reclassified downward and whose salary had been maintained at the maximum salary of **their** classification prior to the reclassification. However, such employees shall only be entitled to receive any such increment and negotiated salary increase which becomes effective on April 1, 1991 or thereafter.

#### 17.08 **Market Supplement**

- (1) Where a market supplement is added to the base pay for an occupational group or to specific levels within an occupational group, the salary of each employee in a position in that group or level shall be adjusted by the full value of the market supplement.
- (2) Notwithstanding the provisions of 17.08(1) above where an employee is hired at a rate of pay above the minimum due to labour market pressure, and a market supplement is subsequently provided, the employee will not receive the market supplement provided **they have** been advised in writing at the time of **their** appointment.
- (3) Where a market supplement is subsequently increased, the additional supplement shall be added to each employee's rate of pay according to the principles outlined in (1) and (2) above.
- (4) Where a market supplement is subsequently reduced or deleted by mutual agreement of the Parties, the salary of each employee currently receiving the market supplement shall be reduced accordingly.

#### 17.09 **Salary Payable for an Acting Incumbent**

- (1) Where an employee is required to perform the duties of a position having a higher maximum salary than the maximum salary applicable to **their** present position, the employee shall:
  - (a) receive the minimum salary for the acting position where that minimum is more than 5% above **their** present salary; or
  - (b) receive 5% where **their** salary in the acting position does not exceed the maximum of the range for the acting position; or
  - (c) where the application of (b) 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.

Employees shall receive acting pay where they are required to perform the duties of the **same** position on a cumulative basis for a period of three (3) days, and in respect of each subsequent day in the fiscal year.

- (2) An employee can refuse to perform the duties of the acting position pursuant to paragraph (1) above provided that:
  - (a) there is another employee who the Employer determines is qualified to perform the duties of the position on an acting basis; and
  - (b) the other employee identified pursuant to sub-paragraph (a) above is available and willing to perform the duties of the position on an acting basis.
- (3) An employee who performs the duties of a higher position pursuant to paragraph (1) above for a continuous period of less than fourteen (14) days will not have **their** performance while in the acting position evaluated pursuant to Article 17.11(1)(a), 17.11(2)(a) or 53.05(1) or (2).

#### **Long-Term Acting Assignments**

- (4) An employee who assumes an acting position for a period in excess of one (1) year shall be entitled to the performance increments applicable to that position, provided that the increase does not exceed the maximum of the acting position. Upon return to the employee's substantive position, the employee shall revert to **their** substantive salary received at the time of the commencement of the acting assignment, adjusted for any economic or performance increments received during the acting assignment, up to but not exceeding the maximum of the substantive range.
- (5) An employee in an acting position who is subsequently appointed to that position on an indeterminate basis shall be credited with all time worked in the acting assignment for the purpose of calculating the next subsequent performance increment.

#### **17.10 Upon Completion of Probationary Period**

Employees in the occupational groups of Administrative and Regulatory Levels 1 through 5 inclusive, Institutional Services and Support Levels 1 through 5 inclusive, and Operational Services and Labour Level 1 shall be granted 4% upon successful completion of the probationary period (unless 4% would exceed the maximum of the range).

Hourly rated employees are excluded from this Clause.

#### **17.11 Employee Performance Review**

(Note: Refer to Articles 53.05, 53.06, 54.06 and 54.07 for the applicable provisions for auxiliary employees.)

- (1) (a) (i) A regular employee shall have **their** job performance evaluated at the following times:
  - 1) prior to the completion of the employee's probationary period; and

- 2) on or before the employee's anniversary date.
- (ii) In regard to sub-paragraph (a)(i)(2) above, the job performance evaluation shall be conducted by the regular employee's immediate supervisor. However, if the employee's immediate supervisor has not supervised **their** work for at least six (6) months prior to the time that the job performance evaluation is completed, then the Employer will make a reasonable effort to have the regular employee's past immediate supervisor, if still employed with the Government of Yukon, conduct the job performance evaluation for that period of time that the employee was under **their** supervision.
  - (iii) During the regular employee's probationary period, their immediate supervisor will, on an informal basis, advise the employee on the standard of their performance and conduct. If the supervisor perceives the probationary employee's performance or conduct as being unsatisfactory, they shall advise the employee of the specific areas of concern, the standard of performance and/or conduct expected of the employee, and the method for improvement.
- (b)
    - (i) Subject only to satisfactory conduct and performance, the salary of a regular employee shall be increased on the employee's anniversary date by four (4%) percent.
    - (ii) When a regular employee is not to be granted the salary increase referred to in (i) 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.
    - (iii) The notification will advise the regular employee of the specific areas of **their** performance or conduct which the Employer evaluates as unsatisfactory, the reasons why, the standard of performance and/or conduct expected of the employee, and the method for improvement.
    - (iv) The notification will also advise the employee that **their** immediate supervisor will arrange a meeting with the employee within three (3) months after the employee's anniversary date in order to review the employee's standard of performance and/or conduct, unless the supervisor or the employee is unavailable as a result of being on an approved leave.
  - (c) Where the application of (b) above would provide for performance increment exceeding the maximum of the range for the position, the maximum rate in the range;
  - (d) Notwithstanding (b) above, a regular employee is not eligible to receive a performance increment:
    - (i) if **they are** at the maximum of **their** salary range; or
    - (ii) if **they are** in a class for which there is a single rate of pay.
  - (e) Where a performance increment provided for under Article 17.11 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.

- (f) When, as a result of a formal review of a regular employee's job performance, a written document is placed on **their** personal 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. Upon request, the employee shall receive a copy of **their** performance evaluation review.
  - (g) The Employer will provide a space on the performance review document for the employee to make written comments pertaining to **their** assessment.
- (2) Where a regular employee is allocated to EDUCATION GROUPS – Consultant Subgroup or Instructor/Counsellor Subgroup for performance review purposes, the following provisions will apply:
- (a) (i) A regular employee shall have **their** job performance evaluated at the following times:
    - 1) prior to the completion of the employee's probationary period; and on or before the employee's anniversary date.
  - (ii) In regard to sub-paragraph (a)(i)1) above, the job performance evaluation shall be conducted by the regular employee's immediate supervisor. However, if the employee's immediate supervisor has not supervised **their** work for at least six (6) months prior to the time that the job performance evaluation is completed, then the Employer will make a reasonable effort to have the regular employee's past immediate supervisor, if still employed with the Government of Yukon, conduct the job performance evaluation for that period of time that the employee was under **their** supervision.
  - (iii) During the regular employee's probationary period, **their** immediate supervisor will, on an informal basis, advise the employee on the standard of **their** performance and conduct. If the supervisor perceives the probationary employee's performance or conduct as being unsatisfactory, **they** shall advise the employee of the specific areas of concern, the standard of performance and/or conduct expected of the employee, and the method for improvement.
  - (b) Subject to (c) below, the salary of a regular employee may be increased on **their** anniversary date by one increment within the pay range applicable to the sub-group to which **their** position is allocated provided the employee is not at the maximum step of the applicable pay range to which **their** position is allocated.
  - (c) (i) A regular employee shall be granted performance increment when **their** conduct and performance of **their** duties have been satisfactory.
  - (ii) When a regular employee is not to be granted the salary increase referred to in (i) 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.

- (iii) The notification will advise the regular employee of the specific areas of **their** performance or conduct which the Employer evaluates as unsatisfactory, the reasons why, the standard of performance and/or conduct expected of the employee, and the method for improvement. The notification will also advise the employee that **their** immediate supervisor will arrange a meeting with the employee within three (3) months after the employee's anniversary date in order to review the employee's standard of performance and/or conduct, unless the supervisor or the employee is unavailable as a result of being on an approved leave.
- (d) Where a salary increment provided for under Article 17.11 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.
- (e) When, as a result of a formal review of a regular employee's job performance, a written document is placed on **their** personal 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. Upon request, the employee shall receive a copy of **their** performance evaluation review.

#### 17.12 **Application of Anniversary Date**

- (1) The anniversary date of a regular employee who commences service or who is promoted or re-classified, resulting in a salary increment shall be:
  - (a) the first day of the month if the transaction occurred prior to the 16<sup>th</sup> day of the month; or
  - (b) the first day of the month following if the transaction occurred on or after the 16<sup>th</sup> day of the month.
- (2) The anniversary date shall remain unchanged for a regular employee who:
  - (a) is appointed to a position or whose position is reclassified not resulting in a salary increment; or
  - (b) accepts a position having a lower maximum rate of pay than that of **their** former position.
- (3) The anniversary date of a regular employee who has been on leave of absence without pay in excess of three (3) continuous months shall be moved to a date which provides for a total of twelve (12) months of paid employment between anniversary dates.

17.13 Where the reclassification of a position or the regrading of a class is to take effect retroactively, only employees on strength on the date of implementation of such change shall be entitled to receive any retroactive benefits that might accrue.

#### 17.14 **New Occupational Groups and Levels**

- (1) Subject to (2) below, during the term of this 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.

- (2) The Alliance shall receive immediate notification from the Employer of any changes as described in (1) above. Where the Alliance is in disagreement with the rates of pay for such classes, the Alliance will notify the Employer within thirty (30) days from the date of receipt of notification from the Employer.

Should no mutual agreement be reached, the matter may be referred to an Arbitrator in accordance with the ***Yukon Public Service Labour Relations Act***.

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

#### 17.15 **Economic Increases For Devolved Employees**

The Employer and the Union agree that, in lieu of any economic increases that apply across the bargaining unit, an equivalent percentage of salary will be paid out once as a lump sum to those employees whose salaries upon appointment are frozen above the maximum of the salary range applicable to their classification as a direct result of a job offer made by the Yukon government on devolution from the federal government.

### **ARTICLE 18: PREMIUM PAY**

#### 18.01 **Call Back Pay**

- (1) **Effective August 1, 2019, if**

- (a) for a regular full-time or seasonal full-time employee, after **they have** completed **their** work for the day and has left **their** place of work; or
- (b) for a regular full-time or seasonal full-time employee, on a designated holiday or a day of rest; or
- (c) for a regular full-time or seasonal full-time employee, after the expiry of **their** scheduled regular hours of work on a day **they are** granted leave;  
or
- (d) for an on-call employee, after **they have** completed the normal full-time daily hours of work and has left **their** place of work,

**a regular full-time or seasonal full-time employee** is called back to work and returns to work **within 24 hours from the end of their last regular scheduled work, or an on-call employee returns to work the same day, they** shall be entitled, on each occasion, to the greater of:

- (i) compensation at the applicable overtime rate for any time worked, plus in addition to any overtime compensation, two (2) hours pay at straight time; or
  - (ii) compensation equivalent to four (4) hours pay at the straight time rate.
- (2) Notwithstanding (1) above, where the employee receives a call and can accomplish the work by telephone without returning to the workplace, the employee shall be



compensated at the applicable overtime rate rounded up to the nearest 15 minute-period.

- (3) When an employee reports to work overtime for which **they have** been recalled under the conditions described in Clause 18.01(1) and is required to use public or commercial transportation services, **they** shall be reimbursed for reasonable expenses incurred as follows:
  - (a) The actual cost of public or commercial transportation each way, upon the production of a receipt for payment of transportation; or
  - (b) When the employee travels, as authorized, by means of **their** own automobile, mileage allowance at the rate paid by the Employer under the Travel Directive.

Time spent by the employee reporting to work in **their** headquarters area or returning to **their** residence shall not constitute time worked but when an employee is required to travel outside of **their** headquarters area, travel time will be considered time worked.

- (4) Subject to emergency situations, in the event an Emergency Medical Services shift work employee, works five (5) or more hours in the eight (8) hour period immediately preceding the regularly scheduled shift, they shall not be required to report for work during either the first four (4) hours, or the last four (4) hours of their next regularly scheduled shift, and shall suffer no loss of wages. The provision will only apply to regularly scheduled shifts.

#### 18.02 **Reporting Pay**

- (1)
  - (a) If a regular or seasonal employee reports to work on **their** scheduled work day and there is no work or insufficient work available, **they are** entitled to four (4) hours pay at the straight time rate.
  - (b) If a regular or seasonal 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, **they** shall be entitled to four (4) hours pay at the applicable overtime rates.
- (2)
  - (a) An on-call employee who reports for a work assignment at the call of the Employer shall be paid for all hours worked, with the following minimum entitlements:
    - (i) if the employee is advised by the Employer that **their** scheduled work day will be for a duration of four (4) hours or more - a minimum of four (4) hours pay at the employee's straight time rate; or
    - (ii) if the employee is advised by the Employer that **their** scheduled work day will be for a duration of less than four (4) hours - a minimum of two (2) hours pay at the employee's straight time rate.
  - (b) Notwithstanding paragraph (a) above, an on-call Home Care Nurse, Home Support Worker, Supported Independent Living Worker, or Family Support Worker who reports for a work assignment at the call of the Employer shall be paid for all hours worked, with a minimum entitlement of two (2) hours pay at the employee's straight time rate.

- (c) Notwithstanding paragraphs (a) or (b) above, an on-call employee who reports for an emergency work assignment at the call of the Employer shall be paid for all hours worked, with a minimum entitlement of four (4) hours pay at the employee's straight time rate.

### 18.03 **Stand-by Pay**

With the exception of article 18.03(8), the following provisions shall be applicable only to regular employees and seasonal employees:

- (1) Where the Employer requires an employee to be available on stand-by during off-duty hours, an employee shall be entitled to a stand-by payment of equivalent to two (2) hours of **their** regular straight time hourly rate for each eight (8) consecutive hours or portion thereof, that **they are** on stand-by.
- (2) An employee designated by letter or by list for stand-by duty shall be available during **their** period of stand-by at a known telephone number and be available to return for duty as quickly as possible if called. If designating employees for stand-by, the Employer will endeavour to provide for the equitable distribution of stand-by duties.
- (3) No stand-by payment shall be granted if an employee is unable to report for duty when required.
- (4) An employee on stand-by required to report for work shall be paid in addition to the stand-by pay, the greater of:
  - (a) the applicable overtime rate for the time worked; or
  - (b) the minimum of four (4) hours pay at the straight time rate, except that this minimum shall only apply once during a stand-by period;
  - (c) Where, during any eight (8) consecutive hours of stand-by, an employee is required to report to work on more than one (1) occasion and has already utilized option (4)(b) above, the employee shall be paid for hours worked the greater of:
    - (i) the applicable overtime rate for the time worked; or
    - (ii) a minimum of one (1) hour at the applicable overtime rate.
- (5) Notwithstanding (1) above, where the employee receives a call and can accomplish the work by telephone without returning to the workplace, the employee shall be compensated at the applicable overtime rate rounded up to the nearest 15 minute-period.
- (6) A Relief Assistant Residence Supervisor and a Cook working in the Student Residence shall receive inconvenience pay of fourteen (\$14.00) dollars for each eight (8) consecutive hours or portion thereof, that **they are** required to remain in the residence during off-duty hours.
- (7) A Critical Care Nurse, Critical Care Paramedic, or Senior Supervisor, Whitehorse EMS Operations on medevac who is required to be on layover, outside of the Yukon Territory, shall be deemed to be on standby and shall be paid in accordance with Article 18.03(1).

- (8) (a) An on-call Community Health Nurse or Primary Health Care Nurse shall be entitled to stand-by pay when **they are** replacing a regular employee who would normally be required to provide twenty-four (24) hour nursing service in communities outside Whitehorse.
- (b) An on-call Primary Care Paramedic, Supervisor - Whitehorse Stations, Critical Care Paramedic, Critical Care Nurse and Team Lead - Medevac who has been given three (3) days notice and agrees to accept to be on stand-by for a shift shall be entitled to a stand-by payment
- (c) An on-call Primary Care Paramedic, Supervisor - Whitehorse Stations, Critical Care Paramedic, Critical Care Nurse and Team Lead – Medevac designated by letter or by list and assigned a shift in accordance with (b) shall be available during **their** period of stand-by at a known telephone number and be available to return to duty as quickly as possible if called.
- (9) The Employer shall make every reasonable effort to authorize a Primary Health Care Nurse (PHCN) or Primary Health Care Nurse in Charge (PHCNIC) as a second on stand-by during large community events or unforeseen circumstances, as outlined in the Community Nursing Business Continuity Plan. Employees will be designated as per 18.03(2) and all other relevant provisions of this article will continue to apply.

#### 18.04 Shift Premium

- (1) Effective **January 1, 2020**, **shift work** employees shall receive a shift premium of **two dollars and twenty-five cents (\$2.25)** per hour for all hours worked between four **(4:00) p.m. and eight (8:00) a.m.**, including overtime hours worked.
- (2) Effective **January 1, 2020**, in view of the Employer's requirement to maintain library services to the general public on a regularly scheduled basis, employees designated as Library Assistants whose shift schedule commences after twelve (12:00) noon and extends beyond six (6:00) p.m. shall be entitled to receive a shift premium of **two dollars and twenty-five cents (\$2.25)** for all hours worked as indicated.
- (3) **Effective January 1, 2020, Licencing and Compliance Officers and Court Clerks** shall be paid a shift differential for hours worked after four **(4:00) p.m.** when doing night inspections and/or road trips or circuit court.

#### 18.05 Weekend Premium

Effective **January 1, 2020**, when an employee works on a Saturday and/or a Sunday as part of a regularly scheduled shift, the employee shall receive ~~one dollar and fifty cents (\$1.50)~~ **two dollars and twenty-five cents (\$2.25)** per hour for regularly scheduled hours of work on the Saturday and/or Sunday in addition to the normal hourly rate of pay. An auxiliary employee who replaces a regular employee for an entire shift rotation shall be entitled to the weekend premium for work on a Saturday and/or Sunday.

#### 18.06 Licensed Practical Nurse Supervisory Allowance

A Licensed Practical Nurse shall receive, in addition to regular pay, overtime and shift premiums, a special supervisory allowance of eight percent (8%) of **their** straight time rate for graveyard shift and ten percent (10%) of **their** straight time rate for evening shifts and Saturday or Sunday day shifts.

18.07 **A Conservation Officer's Differential of \$1.00 per hour shall :**

- (1) Be paid for all regularly scheduled hours worked by a regular or seasonal Conservation Officer or Manager, Field Operations on a Saturday or a Sunday as part of a regularly scheduled five (5) day work week; and
- (2) Be paid for all regularly scheduled hours worked outside the normal standard daily hours of 8:30 a.m. to 5:00 p.m.; and
- (3) Where the Conservation Officer's or the Manager, Field Operations' regularly scheduled hours of work exceed a variance in excess of two (2) or more hours beyond the normal standard daily hours of 8:30 a.m. to 5:00 p.m., all hours worked on the regular shift (7 ½ hours) shall be paid the Conservation Officer's Differential;
- (4) The Conservation Officer's Differential shall not be paid for overtime hours worked.
- (5) Article 18.05 shall not be applicable to Conservation Officers or to the Manager, Field Operations.

18.08 **First Aid and Dangerous Goods Handling Certificates Allowance**

Employees designated by the Employer who are holding an Advanced First Aid Ticket or a Dangerous Goods Handling Certificate and such ticket is not a requirement of their job will be paid an allowance of twenty-five cents (\$.25) per hour for all hours worked while so designated.

18.09 **Travel Time**

- (1) Where an employee is required, or directed, by the Employer to travel on duty outside of and/or to return to **their** headquarters area in order to perform the duties of **their** position; and
- (2) Provided that **their** method of travel is determined by, or approved by, the Employer, **they** shall be compensated for the time spent travelling in the manner prescribed below:
  - (a) On a normal working day on which **they travel** but does not work, the employee shall receive **their** regular pay for the day.
  - (b) On a normal working day on which **they travel** and works, the employee shall be paid:
    - (i) **their** regular pay for the day where the combined period of travel and work does not exceed the daily hours of work assigned to **their** class of employment (i.e., 7 ½ or 8 hours, as the case may be), even though such hours may not be in accordance with **their** normally scheduled hours of work.
    - (ii) Where the combined total of travel and work hours exceed the daily hours of work assigned to the class, **they** shall be paid at the applicable overtime rate for additional travel time in excess of **their** normal daily hours of work, with a maximum payment for such additional travel time not to exceed the total straight time hours assigned to **their** class of employment in any one day.

- (iii) On a day where the employee would be entitled to receive overtime pay pursuant to Article 16.04, 16.08(2) or 44.05(1), or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for all hours spent travelling to a maximum of the daily straight time hours assigned to **their** class of employment in any one day.
- (c)
  - (i) Travel time shall be compensated in cash, except where, upon the request of a regular employee only and with the approval of the Employer, travel time shall be compensated by leave with pay.
  - (ii) Payment in cash shall be calculated based upon the employee's hourly rate of pay in effect at the time of travelling.
  - (iii) The Employer shall grant compensatory leave, subject to operational requirements, and at a time convenient to both the regular employee and the Employer.
  - (iv) The duration of such leave shall be equal to the travel time multiplied by the appropriate rate of payment to the prescribed maximum, but in respect of any twenty-four-hour period during which a regular employee travels, or waits in a terminal to continue **their** journey, may not exceed the number of normally scheduled hours of work.
  - (v) Compensatory leave earned during a calendar year but not liquidated by March 1st following will be paid in cash by the pay day immediately preceding the end of March, at the applicable overtime rate, based upon the regular employee's hourly rate of pay at the time of pay-out.
- (d) A "twenty-four hour period" as used in sub-paragraph (c)(iv) above shall be interpreted to mean the twenty-four hour period commencing 12:01 a.m. on any day in which the regular employee commences to travel as defined in paragraph (e) below.
- (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 **they** leave **their** normal place of residence or place of accommodation outside of Yukon, should **they** be travelling by any other means than by air.
- (f)
  - (i) All time worked at a location outside the employee's headquarters area shall be compensated for in accordance with Article 15 of the current Collective Agreement.
  - (ii) All hours of overtime worked shall be compensated for in accordance with Article 16 of the current Collective Agreement.

#### 18.10 **Premium Allowance – Community Health Centres**

- (1) A Primary Health Care Nurse (or a Primary Health Care Nurse-In-Charge) working in a one nurse community health centre shall be entitled to \$4.00 per hour for all hours worked.
- (2) If a Primary Health Care Nurse or a Primary Health Care Nurse-in-Charge becomes the sole Primary Health Care Nurse or Primary Health Care Nurse-In-Charge present for the day or any part thereof of providing services in a health centre that ordinarily

employs two or more Primary Health Care Nurses, the Primary Health Care Nurse or Primary Health Care Nurse-in-Charge shall be entitled to a \$4.00 per hour premium allowance, for all hours worked as the sole Primary Health Care Nurse or Primary Health Care Nurse-In-Charge.

**18.11 Commuting Assistance (Cassiar Junction Weigh Station)**

In the event the Employer re-opens Cassiar Weigh Station, the following shall apply:

The Employer agrees to pay employees working at the Cassiar Weigh Station a flat rate of five dollars (\$5) per shift to assist in travel expenses incurred in going to and from Watson Lake.

**18.12 Hours Worked in Emergency Situations**

Subject to emergency situations, in the event a Primary Health Care Nurse or Primary Health Care Nurse-in-Charge works five (5) or more hours in the eight (8) hour period immediately preceding the regularly scheduled shift, they shall not be required to report for work during either the first four (4) hours, or the last four (4) hours of their next regularly scheduled shift, and shall suffer no loss of wages. The provision will only apply to regularly scheduled shifts.

**ARTICLE 19: SEVERANCE PAY**

(Note: Refer to Article 53.08 and 54.14 for the applicable provisions for auxiliary employees.)

**19.01 Lay-Off :**

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

19.02 In the case of a regular employee who is laid off for the first time, the amount of severance pay shall be two (2) weeks pay for the first and one (1) weeks pay for each succeeding complete year of employment, but the total amount of severance pay which may be paid under this clause shall not exceed thirty (30) weeks pay.

19.03 In the case of a regular employee who is laid off for a second or subsequent time, the amount of severance pay shall be one (1) weeks pay for each completed year of continuous employment, less any period in respect of which **they were** granted severance pay, but the total amount of severance pay which may be paid under this clause shall not exceed twenty-nine (29) weeks pay.

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

**19.05 Resignation:**

Subject to Clause 19.06, a regular employee who has five (5) or more years of continuous employment is entitled to be paid on resignation from the Public Service severance pay equal to the amount obtained by multiplying one-half ( $\frac{1}{2}$ ) of **their** weekly rate of pay on resignation by the number of completed years of **their** continuous employment to a maximum of twenty-eight (28) weeks, less any period in respect of which **they were** granted severance pay.

19.06 **Retirement:**

On termination of employment, except for termination for just cause, a regular employee who is entitled to an immediate annuity or an immediate annual allowance under the Public Service Superannuation Act, shall be paid severance pay equal to the product obtained by multiplying **their** weekly rate of pay on termination of employment by the number of completed years of continuous employment less any period in respect of which **they were** granted severance pay.

19.07 **Rejection on Probation:**

On rejection on probation, when a regular employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, the employee shall be entitled to one (1) weeks pay for each completed year of continuous employment with a maximum of twenty-nine (29) weeks.

19.08 Notwithstanding the above provisions, a full-time employee who takes a part-time position within two (2) years of **their** retirement date shall receive full-time severance on retirement for that period.

19.09 For greater certainty, severance pay shall be paid based on the employee's rate of pay in **their** substantive position except where an employee has occupied the same acting position on a continuous basis for more than five (5) years, in which case the severance shall be based on the acting position.

19.10 **Severance Voluntary Pay-Out**

A regular employee with at least five (5) years of continuous service may elect to have all or a portion of their accrued severance paid out prior to resignation or retirement, subject to the following conditions:

- (1) Pay-out must be requested in five-year increments (e.g. 5 years, 10 years, etc.)
- (2) An employee may request a voluntary severance pay-out each time the employee accrues another five year increment of severance.
- (3) Request for pay-out must be made by September 30 each year.
- (4) Voluntary severance will be paid on the pay day falling immediately after November.
- (5) An eligible employee is entitled to be paid by the Employer severance pay equal to the product obtained by multiplying the employee's weekly rate of pay by 1/2 by the number of full-time equivalent completed continuous years of service requested for pay-out to a maximum of 28 weeks.
- (6) The number of years of voluntary severance paid out will be subtracted from remaining accrued balance of severance for the purposes of Article 19.
- (7) An employee's future earning and accrual of severance shall remain unaffected.

## **ARTICLE 20: DESIGNATED PAID HOLIDAYS**

20.01 (1) The following days are designated paid holidays for employees:

- (a) New Year's Day
- (b) National Heritage Day
- (c) Good Friday
- (d) Easter Monday
- (e) Victoria Day
- (f) National Aboriginal Day**
- (g) Canada Day**
- (h) Discovery Day**
- (i) Labour Day**
- (j) Thanksgiving Day**
- (k) Remembrance Day**
- (l) Christmas Day**
- (m) Boxing Day**

- (2) Any day proclaimed by the Government of Canada as a National Holiday or the Yukon Legislature as a Territorial Holiday other than a designated paid holiday mentioned in 20.01(1) above, shall be proclaimed as a designated paid holiday.
- (3) Where the Government of Canada changes the name of a designated paid holiday mentioned in 20.01(1) above, the former title shall be deemed to be deleted and the new title of the National Holiday shall be deemed to be inserted into the contract.

### **20.02 Holiday Falling on a Day of Rest**

- (1) When a day designated as a holiday under Clause 20.01 coincides with a regular full-time or seasonal full-time employee's day of rest, the holiday shall be moved to the employee's first working day following **their** day of rest.
- (2) When two (2) days designated as holidays under clause 20.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) working days following the days of rest.
- (3) When a designated holiday is moved to a day on which the employee is on leave with pay, the day shall be considered a holiday and not a day of leave.

20.03 When a day designated as a holiday for a regular full-time or seasonal full-time employee is moved to another day under the provisions of Clause 20.02:

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

### **20.04 Eligibility**

Clause 20.01 (granting of designated holidays) does not apply to a regular or seasonal employee who is absent without pay on both the working day immediately preceding and the working day following the designated paid holiday, except in the case of a regular or seasonal employee who is granted leave without pay under the provision of Article 11 (Time Off for Representatives and Alliance Business), and in respect to whom the Alliance has certified that the employee was paid by the Alliance for Alliance business conducted on the



working day immediately preceding and the working day immediately following the designated holiday.

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

20.06 At the request of the employee, and where operational requirements permit, a regular or seasonal employee shall not be required to work both Christmas and New Year's Day.

20.07 **Continuous Operations**

Notwithstanding any other provision in the Collective Agreement, a regular employee who works in a continuous operation that does not shut down on holidays shall be compensated as follows:

- (1) when the holiday falls on a day **they are** not scheduled to work - **their** regular wages for the day designated as the holiday;
- (2) when **they work** on a holiday;
  - (a) **their** regular wages for the day designated as the holiday;
  - (b) time and one-half (1½T) for the first four (4) hours of work on the holiday and double time (2T) thereafter.
  - (c) **regular employees who work at Gadzoosdaa may bank all hours worked on a designated paid holiday, at the applicable overtime rates, as compensatory leave.**
- (3) **Regular full-time and part-time Therapy Assistants and Recreation Therapists within Continuing Care who are scheduled to work and work regular hours on a designated holiday (as defined in Article 2.01 (15)) will have the option of taking another day off (i.e. the equivalent number of hours) as leave without pay at a time mutually agreeable to the employee and their supervisor.**

20.08 Emergency Medical Services shift work employees shall be entitled to the designated paid holidays as defined in Clause 20.01(1) and shall be compensated for designated paid holidays in accordance with Clause 16.08(3) of this Agreement. All other provisions of Article 20 (except Clauses 20.01(1), 20.04, 20.06 and 20.10(1) and (2)) shall not apply to Emergency Medical Services shift work employees.

20.09 **Airport Firefighters and Fire Captains**

Regular full-time Airport Firefighters and Airport Fire Captains shall be entitled to the designated paid holidays as defined in clause 20.01(1) and shall be compensated for designated paid holidays in accordance with clause 16.10 of this agreement. All other provisions of Article 20 (except clauses 20.01(1) and 20.04) shall not apply to Airport Firefighters or Airport Fire Captains.

20.10 **On-Call Employees**

- (1) An on-call employee shall be entitled to receive designated holiday pay if **they have** worked any regular hours for the Employer during the two (2) week period immediately proceeding the designated holiday. If so entitled, the on-call employee's designated holiday pay shall be calculated on a pro-rata basis, by dividing the total

number of regular hours worked by the employee during the two (2) week period by the total number of regular working hours in the two (2) week period which would be required to be worked by a full-time employee in the same classification.

- (2) Paragraph (1) above shall not apply to an on-call employee who had been permanently released prior to the designated holiday.
- (3) An on-call 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 (1½T) for the first four (4) hours and double time (2T) thereafter. This is in addition to any holiday pay the employee may be entitled to pursuant to paragraph (1) above.

#### **ARTICLE 21: NOTICE OF LAY-OFF**

- 21.01 Where a regular employee is laid off pursuant to provisions of the **Public Service Act**, they shall be given three (3) months notice in writing of the effective day of **their** lay-off or three (3) months salary and benefits in lieu thereof.

#### **ARTICLE 22: LEAVE - GENERAL**

- 22.01 (1) When the employment of a regular or seasonal employee who has been granted more sick or special leave with pay than **they have** earned is terminated by death, the employee is considered to have earned the amount of leave with pay granted to **them**.
- (2) (a) When the employment of a regular employee who has been granted more sick or special leave with pay than **they have** earned is terminated by lay-off, the Employer will not recover such sick leave or special leave advanced but not earned from the employee.
  - (b) If a regular employee terminated under Clause 22.01(2)(a) is subsequently re-employed and **their** service is considered continuous, sick or special leave advanced but not earned prior to lay-off shall be deducted from any sick or special leave credits subsequently earned.
  - (3) (a) When the employment of a seasonal employee who has been granted more sick or special leave with pay than **they have** earned is temporarily released pursuant to Article 54.10 or is on off-duty status under Article 54.08, the Employer will not recover such sick leave or special leave advanced but not earned from the employee.
  - (b) If a seasonal employee under Clause 22.01(3)(a) is subsequently re-employed and **their** service is considered continuous, sick or special leave advanced but not earned prior to **their** temporary release or commencement of off-duty status shall be deducted from any sick or special leave credits subsequently earned.
- 22.02 When the Employer denies an employee's leave request due to operational requirements, the employee shall be entitled, on request, to be apprised of the reasons for the denial.

### **ARTICLE 23: VACATION LEAVE**

(Note: Refer to Article 53.01 and 54.01 for the applicable provisions for auxiliary employees.)

- 23.01 A regular employee is entitled to take vacation leave with pay, provided the employee has earned vacation leave credits in accordance with Clause 23.02 and subject to Clause 23.05.

On initial hire, a regular employee shall have **their** anticipated yearly vacation leave credits advanced on a prorated basis. Thereafter, a regular employee, other than an employee who is on pre-retiring leave pursuant to Article 25.04(1), shall have **their** anticipated yearly vacation leave credits advanced April 1 of each year. The Parties agree that should a regular employee take unearned vacation and not return to the employment of the Government or return but not long enough to earn the already taken vacation, the Employer has the right to recover the monies from any monies owing or by directly billing the employee.

- 23.02 (1) A regular 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:

**Years of Continuous Service**

**Monthly Accrual Rate**

In the first and subsequent	1 2/3 days
In the fourth and subsequent	2 1/12 days
In the fifteenth and subsequent	2 ½ days
In the twenty-sixth and subsequent	2 11/12 days

- (2) **Airport Firefighters and Airport Fire Captains**

A regular Airport Firefighter or Airport Fire Captain who has received pay for at least seven (7) shifts in each calendar month, shall earn vacation leave credits for that month at the rates set out below. For the purpose of leave accruals, a shift is deemed to be 12 hours.

**Years of Continuous Service**

**Monthly Accrual Rate**

In the first and subsequent	1¼ shifts
In the fourth and subsequent	1½ shifts
In the fifteenth and subsequent	1¾ shifts
In the twenty-sixth and subsequent	2 shifts

- (3) **Long Service Vacation Leave Benefits**

- (a) On the date a regular employee completes the qualifying period of continuous service with the Yukon Government as set out below, **they** shall be entitled to five (5) days of additional vacation leave in the period prior to the next qualifying period.

- (b) A regular employee who has qualified for a long service vacation leave benefit and has not taken the leave before reaching the next qualifying period shall be paid out for any long service leave earned but not taken at that time.

- (c) **Qualifying Period of Continuous Service**

**The qualifying period for long service vacation leave benefits is at the completion of each five (5) years of continuous service.**

(d) **Airport Firefighters and Airport Fire Captains**

On the date a regular employee completes the qualifying period of continuous service as described in Clause 23.02(3)(c), **they** shall be entitled to receive four (4) shifts of additional vacation leave, once prior to the completion of the next qualifying period.

23.03 Where, in respect of any period of vacation leave, a regular employee

- (1) is granted bereavement leave; or
- (2) is granted sick leave; or
- (3) is granted special leave under 24.03(4), 24.03(5), 24.03(6), 24.03(7), 24.03(8), 24.03(11) and 24.03(14).

the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date. Accrued and unused compensatory leave may be substituted for annual leave after the fact with the consent of the employee and the Employer.

23.04 (1) Where, in any calendar year, a regular employee has not been granted all of the vacation leave credited to **them**, the unused portion of **their** vacation leave shall be carried over into the following year.

- (2) Vacation leave may be accumulated up to a maximum of two (2) years and that portion of vacation leave credits not liquidated before December 1st of the third year shall be paid off in cash by the pay day immediately preceding Christmas of that year.

23.05 (1) The Employer shall make every reasonable effort to grant to a regular employee the period of vacation leave requested by **them** provided the employee has completed the appropriate vacation leave application form and submitted it to **their** Employer.

- (2) The Employer will reply to a regular employee's written vacation leave request in (1) above, as soon as practicable with respect to the approval or disapproval of the request for vacation leave, and in any event, within twenty-one (21) calendar days of the date of receiving the employee's written request. Where the Employer alters or disapproves the vacation leave request, the Employer shall give specific reasons in writing for such alteration or disapproval if requested in writing by the regular employee.

- (3) Failure to respond to the vacation leave request within the time period provided for in paragraph (2) above shall indicate to the regular employee that **their** vacation leave has been approved.

- (4) A regular employee whose period of vacation leave has been authorized, but due to operational requirements is subsequently denied, shall be reimbursed for non-refundable deposits forfeited as a result.

23.06 (1) On termination, a regular employee or **their** Estate shall be paid cash for any vacation leave credits outstanding.

- (2) At the regular employee's request, **they** shall be granted vacation leave earned but not used by **them** before **their** employment is terminated by lay-off, if the period of leave will permit **them** to meet the minimum requirements for severance pay.

- 23.07 (1) When, during a period of vacation leave, a regular employee is recalled to duty, **they** shall be reimbursed for reasonable expenses incurred as normally defined by the Employer in the Travel Directive, in proceeding to **their** place of duty. In addition, the regular employee shall be reimbursed for any non-refundable deposits forfeited as a result of recall. If the regular employee immediately resumes vacation upon completing the assignment for which **they** were recalled, **they** shall be reimbursed for expenses incurred on the return trip.
- (2) The regular employee shall not be considered as being on vacation leave during any period in respect of which **they are** entitled under 23.07(1) to be reimbursed for reasonable expenses incurred by **them**.
- (3) Where a regular employee on vacation leave is recalled to duty, the employee will be entitled to one extra day of vacation leave.

#### **ARTICLE 24: SPECIAL LEAVE**

(Note: Refer to Article 54.02 for the applicable provisions for seasonal employees.)

- 24.01 (1) A regular employee, other than an employee who is on retiring leave pursuant to Article 25.04(1), shall be credited with six (6) days special leave credits upon commencement of **their** first year of service and upon commencement of each continuous year of service thereafter up to a maximum of thirty (30) days.
- (2) Notwithstanding the above, a multiple of less than six (6) days may be credited to a regular employee where such lesser multiple will be necessary to either bring to the maximum or maintain the maximum credit of thirty (30) days.
- (3) **Airport Firefighters and Fire Captains**
- (a) A regular Airport Firefighter or Airport Fire Captain except when on retirement leave pursuant to Article 25.04(1), shall be credited with four (4) shifts special leave credits upon commencement of **their** first year of service and upon each year of continuous service thereafter to a maximum of twenty (20) shifts. For the purpose of leave accruals, a shift is deemed to be 12 hours.
- 24.01 (3) (a) (i) Notwithstanding the above, a multiple of less than four (4) shifts may be credited to a regular Airport Firefighter or Airport Fire Captain where such lesser multiple will be necessary to either bring to the maximum or maintain the maximum of twenty (20) shifts.
- 24.02 (1) Special leave shall be granted up to the maximum credit of thirty (30) days. Employees with accrued special leave may use their accruals when personal needs or circumstances prevent the employee from performing the employee's regular duties. Each employee is expected to use their special leave responsibly and with a view toward promoting the best accommodation of work requirements with personal requirements. Special leave may be used for reasons beyond those listed below. Employees are expected to manage their use of special leave by anticipating and planning for their own needs.
- (2) Special leave requests for reasons described in 24.03(1), (2), (3), (9), (10), (12) and (15) shall not be denied.

- (3) Special leave requests for reasons other than those listed in paragraph (2) above shall not be unreasonably denied. The Employer may ask that the employee provide reasons for such leave requests.
- 24.03
- (1) Upon bereavement (and within 13 months of the death), or imminent bereavement and, within a period of twenty-four (24) months from the date of the death, for the purpose of attending a potlatch related to the death.
  - (2) When an employee is required to care for **their** sick dependant(s) or a sick person permanently residing in **their** place of residence, or a sick mother or father or spouse.
  - (3) After the completion of one year's continuous employment in the Public Service, and with at least five (5) days notice to the Employer, on the occasion of the employee's marriage.
  - (4) For medical, dental, optometrist, chiropractor or counselling services, when it is not possible for the employee to arrange such appointments outside **their** normal hours of work.
  - (5) When an employee is required to travel outside of **their** headquarters area for a medical, dental, optometrist or chiropractor appointments, and when it is not possible for the employee to seek treatment or an appointment in **their** headquarters area or the employee has been referred by a duly qualified medical practitioner (including Primary Health Care Nurse), to a medical facility outside of **their** headquarters area.
  - (6) Leave on the birth of the employee's child where the employee is not accessing maternity or parental leave at the same time.
  - (7) Leave, to be taken within thirty (30) days of the adoption, on the adoption of a child by the employee where the employee is not taking **parental** leave at the same time.
  - (8) To allow the employee to engage in emergency volunteer services or training related thereto. An employee who is granted special leave with pay pursuant to this clause shall remit to the Employer any monies paid to **them** arising from the performance of the emergency volunteer service. The amount that the regular employee is required to remit to the Employer shall not exceed the amount of pay that the employee received from the Employer during the leave. In such circumstances, the employee shall have **their** special leave bank re-credited with credits that are equivalent to the amount remitted to the Employer.
  - (9) When a qualified physician or specialist certifies that an employee's child, up to and including the age of eleven (11), or an older child who is wholly dependent on the employee for support by reason of mental or physical infirmity, cannot attend day-care or school in order to avoid the potential of being exposed to an infectious disease.
  - (10) When an employee's dependant(s) require assistance to travel to Whitehorse or a facility outside the Yukon to seek emergency medical or dental treatment or to visit a non-resident medical specialist, and if it is not possible for the employee's dependant(s) to seek treatment or an appointment in the employee's headquarters area.
  - (11) To non-apprentice regular employees writing Journeyman Certificate Examinations related to the classification of their position.

- (12) Subject to operational requirements, for the purpose of attending interviews regarding a dependant's education.
  - (13) Other times when the employee is prevented from reporting for duty because of circumstances not directly attributable to the employee.
  - (14) To accompany a dependant child under the age eighteen (18), or older if dependant by reason of mental infirmity, to a proceeding outlined in Article 26.01(1)(b), provided the dependant child is required to attend by subpoena or summons.
  - (15) When the employee is a victim of domestic violence.
- 24.04 A regular employee is not eligible for Special Leave with pay for any period during which **they are** on retiring leave pursuant to Article 25.04(1), on leave of absence without pay or under suspension.
- 24.05 With the exception of leave granted pursuant to 24.03(15), in no case will the Employer advance special leave to employees who have run out of, or not yet accrued, sufficient leave for their needs.
- 24.06 Special leave is not intended to supplement the use of sick, vacation or long service leave, or to be used to facilitate an absence where another more appropriate leave provision is available.
- 24.07 Special leave should be requested by the employee in advance of the need giving rise to the absence from work, but consideration will be given to granting leave after the fact where it was not possible to provide notice.

#### **ARTICLE 25: SICK LEAVE**

(Note: Refer to Article 54.03 for other provisions applicable to seasonal employees.)

##### **25.01 Sick Leave Credits**

- (1) A regular employee other than an employee on retiring leave pursuant to Article 25.04(1) shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which **they** received at least ten (10) days pay.
- (2) Notwithstanding the above, a regular Airport Firefighter or Airport Fire Captain shall earn sick leave credits at the rate of one (1) shift for each calendar month in which **they have** received pay for at least seven (7) shifts. For the purpose of leave accruals, a shift is deemed to be 12 hours.
- (3) All unused sick leave credits shall be carried over from one year to the next and shall not exceed 180 days.

##### **25.02 Granting of Sick Leave**

- (1) Subject to the provisions of this Article, a regular employee who is unable to perform **their** duties because of illness, injury, quarantine or voluntary medical surgical procedures may be granted sick leave with pay up to the maximum of accumulated, unused sick leave credits, and with the approval of their Director, an advance of sick leave up to fifteen (15) days.

- (2) In determining the eligibility of a regular employee for an advance of sick leave, their Director shall take into account the length of service of the employee, the employment record of the employee, and the capacity of the Employer to secure reimbursement if the advance is not liquidated by future sick leave credits.
  - (3) An advance of sick leave credits shall be repaid by deduction from future sick leave credits, or where the regular employee's service is terminated before the advance is repaid, by a deduction from compensation otherwise owed to the employee.
  - (4) A regular employee shall be granted sick leave provided that:
    - (a) **They satisfy** the Employer as to **their** entitlement in the manner prescribed below; and
    - (b) where the leave is paid leave, **they have** the necessary sick leave credits, or an advance of sick leave credits has been approved by their Director.
  - (5) Pursuant to (4) above, a Director, on behalf of the Employer may require a regular employee to provide evidence as to the nature of **their** illness or injury, or that **they are** or has been in quarantine:
    - (a) by presentation of a medical certificate indicating that, in the judgement of the attending Qualified Medical Practitioner, the employee was or is incapable of performing **their** duties; or
    - (b) by the completion of an Affidavit signed by the employee stating that because of illness, injury or voluntary medical surgical procedure, **they are** unable to perform **their** duties. The Employer has the right to request a medical certificate where the Employer has reasonable cause to believe the employee is abusing the trust inherent in this Affidavit system, provided the request is made prior to the employee's return to work; but such evidence of incapacity may be required only after the employee has been granted five (5) days paid sick leave in the twelve (12) month period prior to the leave being applied for.
  - (6) A regular employee will ordinarily be deemed to have satisfied the requirements of (5)(a) or (b) if **they provide** either of the documents described above. However, in circumstances where a Director is not satisfied that the regular employee is, or was incapable of performing **their** duties, the Director may, at the Employer's expense, require the employee to attend a Qualified Medical Practitioner of the Employer's choice for a medical examination and the Director shall be bound by the advice of this physician as to the ability or inability of the employee to perform **their** duties.
  - (7) The Employer may require an employee to provide a medical certificate from a Qualified Medical Practitioner of the employee's choice certifying that the employee is able to resume **their** job, when the reason for the absence was an injury or a contagious disease, or where the absence has been in excess of one (1) month.
- 25.03 A regular employee is not eligible for sick leave with pay for any period during which the employee is on retiring leave pursuant to Article 25.04(1), on leave of absence without pay, or under suspension.
- 25.04 (1) (a) A regular employee who retires from the Public Service and who is entitled to an immediate annuity or is entitled to an immediate annual allowance, under the **Public Service Superannuation Act**, may convert up to a



maximum of thirty-three and one-third percent (33 1/3%) of **their** total earned but unused sick leave credits, to a maximum of sixty (60) days, to a paid pre-retirement leave.

- (b) Such pre-retirement leave shall be taken during the period immediately prior to the regular employee's effective date of retirement.
  - (c) At the request of the regular employee, the provisions of (2) below shall apply to a retiring employee, in lieu of pre-retirement leave.
  - (d) Employees on pre-retirement leave shall not continue to accrue leave.
- (2) A regular employee who has been continuously employed for a period in excess of five (5) years, whose employment is terminated for any reason except a disciplinary discharge, may convert up to a maximum of thirty-three and one-third percent (33 1/3%) of **their** total earned but unused sick leave credits to a maximum of sixty (60) days, to a cash payout based on the employee's daily rate of pay at termination.
  - (3) For purposes of Article 25.04, "earned sick leave" shall be interpreted as including only sick leave earned while the regular employee is employed in the Government of Yukon.
  - (4) A regular employee who terminates **their** employment more than once shall be limited, in **their** entitlement under this Article, to a maximum of sixty (60) days in total.

#### 25.05 **Transfer of Sick Leave Benefits from Previous Employment**

- (1) Where a person is appointed to a regular or seasonal auxiliary position in the Public Service of Yukon on or after February 26, 1981, and where:
  - (a) the person appointed to a regular or seasonal auxiliary position in the Yukon Public Service is employed at the time of appointment, or who ceased to be employed within a ninety (90) consecutive day period prior to appointment, by an Employer who has entered into a reciprocal agreement with the Federal Superannuation Branch for Superannuation benefit transferability
  - (b) or when the person appointed to a regular or seasonal auxiliary position in the Yukon Public Service has been previously employed in the Yukon Public Service and who, at the time of appointment, is not employed in a position in the Yukon Public Service;

the following subsections (2), (3), (4) and (5) shall apply:

- (2)
  - (a) The Employer shall accept the transfer of sick leave credits on appointment from outside the Public Service of Yukon, provided that a certified statement is provided by the appointee's Employer indicating that a similar benefit accrued and remained unused and unpaid at the time of separation.
  - (b) The maximum of sick leave credits which may be transferred is sixty-five (65) days.
- (3) Persons re-appointed to a regular or seasonal auxiliary position in the Public Service of Yukon within five (5) years of separation shall be re-credited with unexpended sick leave entitlement to a maximum of sixty-five (65) days, accrued, unused and unpaid at the time of separation.

- (4) An appointee may transfer accrued sick leave earned with the Yukon Government in combination with credits earned and accrued with an "approved" Employer, provided that:
  - (a) the time restriction in Articles 25.05(1)(a) and (3) are adhered to;
  - (b) the aggregate total does not exceed sixty-five (65) days; and
  - (c) such transfer is made only once in relation to a particular period of employment.
- (5) In relation to the object of providing appointees who have transferable benefits with a maximum protection of sixty-five (65) days sick leave from the date of appointment, the transferred and accrued leave shall be administered as follows:
  - (a) transferred leave shall be depleted by one day for each day of sick leave earned in Yukon Government employment;
  - (b) transferred leave shall be used only when accrued leave is not available;
  - (c) transferred leave once used shall not be re-credited;
  - (d) no advanced sick leave shall be granted until all accrued and transferred sick leave is used; and
  - (e) transferred sick leave shall not be defined as a leave entitlement for purposes of calculating retirement benefits pursuant to Article 25.04.

## **ARTICLE 26: LEAVE - OTHER**

### **26.01 Court Leave**

- (1) Leave of absence with pay shall be given to every regular employee, other than an employee on suspension, on retiring leave pursuant to Article 25.04(1) or on a leave of absence without pay, who is required other than in the performance of the duties of the employee's position:
  - (a) to serve on a jury; or
  - (b) by subpoena or summons to attend as a witness in any proceeding held:
    - (i) in or under the authority of a Court of Justice or before a Grand Jury;
    - (ii) before a Court, Judge, Justice, Magistrate, or Coroner;
    - (iii) before the Senate or House of Commons of Canada, or a Committee of the Senate or House of Commons, otherwise than in the performance of the duties of **their** position;
    - (iv) before a Legislature or any Committee thereof that is authorized by law to compel the attendance of witnesses before it; or
    - (v) before an Arbitrator or Umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;

provided that, should such duty in a jury or as a witness so permit, the employee shall return immediately to work when **they** can do so in time to complete at least one-half ( $\frac{1}{2}$ ) day's work.

- (2) Leave of absence with pay shall be given to a seasonal employee, other than an employee on suspension, on retiring leave pursuant to Article 25.04(1) or on a leave of absence without pay, who is required during the period of **their** seasonal work assignment, other than in the performance of the duties of **their** position:
  - (a) up to a maximum of five (5) days per season non-cumulative - to serve on a jury; or
  - (b) up to a maximum of two (2) days per season non-cumulative - by subpoena or summons to attend as a witness in any proceeding held:
    - (i) in or under the authority of a Court of Justice or before a Grand Jury;
    - (ii) before a Court, Judge, Justice, Magistrate, or Coroner;
    - (iii) before the Senate or House of Commons of Canada, or a Committee of the Senate or House of Commons, otherwise than in the performance of the duties of **their** position;
    - (iv) before a Legislature or any Committee thereof that is authorized by law to compel the attendance of witnesses before it; or
    - (v) before an Arbitrator or Umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;

provided that, should such duty in a jury or as a witness so permit, the employee shall return immediately to work when **they** can do so in time to complete at least one-half ( $\frac{1}{2}$ ) day's work.

- (3) Where an employee is subpoenaed to attend as a witness in any proceeding held before a Court during off-duty hours, as a result of the performance of **their** duties or to testify before an Administrative Inquiry Board, pursuant to the **Corrections Act**, during **their** off-duty hours, **they** shall be entitled to the greater of:
  - (a) (i) for regular employees, compensation at the rate of time and one-half ( $1\frac{1}{2}T$ ) for all hours worked;
  - (ii) for auxiliary employees, compensation for all hours worked at the straight-time rate, or if overtime is applicable pursuant to the terms of this Agreement, at the rate of time and one-half ( $1\frac{1}{2}T$ ); or
  - (iii) for all employees, compensation equivalent to four (4) hours pay at the straight-time rate.

An employee who is required to attend a proceeding pursuant to Article 26.01(1), (2) or (3), and who has been scheduled to work the graveyard shift immediately before or the evening shift immediately after the day shift on the day of the proceeding, shall have **their** scheduled shift changed to the day shift. In such circumstances, the

employee shall then be granted a leave of absence from the day shift on the day of the proceeding.

- (b) Whether the employee will be granted a leave without pay or with pay for the employee's scheduled regular hours of work under paragraph (a) above will depend on what type of leave was granted to the employee pursuant to the applicable Article.
- (c) An employee who attends a proceeding pursuant to paragraph (a) above at which **they are** required to spend less than four (4) hours shall report to work for the remainder of the day shift.
- (d) The Parties agree that Article 15.06(3) shall not apply to the employee whose scheduled shift was changed pursuant to paragraph (a) above.
- (e) An employee, whose scheduled shift is to be changed pursuant to paragraph (a) above, shall provide **their** immediate supervisor with as much advance notice as possible of the day(s) **they** will be required to attend at the proceeding, with a minimum advance notice of forty-eight (48) hours.
- (f) An employee who is required to attend a proceeding pursuant to Article 26.01(3), and whose scheduled shift was changed pursuant to paragraph (a) above, shall be entitled to receive compensation at the applicable overtime rate only for those hours **they are** required to attend at the proceeding which are in excess of **their** regular scheduled hours of work on the day shift on the day of the proceeding.

#### 26.02 **Injury on Duty Leave**

- (1) A regular or seasonal employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the **Employer where the employee was injured in the course of their employment and it is determined by the Yukon Workers' Compensation Board that they are unable to perform their duties because of a compensable injury, as defined under the terms of the Yukon Workers' Compensation Act and policies, which currently include:**
  - (a) **an injury as a result of an event, or series of events, occasioned by a physical or natural cause;**
  - (b) **an injury as a result of a wilful and intentional act, not being the act of the worker;**
  - (c) **post-traumatic stress or other compensable psychological disorder; as set out in the *Adjudicating Psychological Disorders* Policy;**
  - (d) **an occupational disease, which includes a disease from causes and conditions peculiar to or characteristic of a particular trade or occupation or peculiar to the particular employment; but does not include an ordinary disease of life; or**
  - (e) **death as a result of an injury;**

if the employee agrees to pay the Employer any amount received by **them** for loss of wages in settlement of any claim **they** may have in respect of such injury, illness or exposure.

- (2) When a regular or seasonal employee has been granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of record of sick leave credits, that the employee was not granted sick leave.
- (3) (a) When a regular employee has been granted injury-on-duty leave with pay, in accordance with Clause 26.02(1), the employee shall earn sick, special, vacation, travel bonus, and any other credits in accordance with this Agreement.
- (b) When a seasonal employee has been granted injury-on-duty leave with pay, in accordance with Clause 26.02(1), the employee shall earn sick, special, travel bonus and any other credits in accordance with this Agreement.
- (4) A regular or seasonal employee who has been in receipt of injury-on-duty leave may request a letter from the Workers' Compensation Board to verify **their** claim, if required for taxation purposes.
- (5) (a) The following is provided for information purposes only: when an employee does not have sufficient leave credits and in the even there is a delay in receiving a decision from WCB, the employee may also apply for benefit coverage as per Article 40.
- (b) In the event an employee is on a Graduated Return to Work Program and receives wages for hours worked; the employee may elect to either:
  - (i) have WCB remit such wages directly to the Employer or
  - (ii) elect to have such compensation assigned to themselves

If the employee elects (i) and receives pay for at least ten (10) days in a calendar month, or as otherwise specified in the Collective Agreement, **they** shall earn leave accruals in accordance with the appropriate article.

### 26.03 **Maternity Leave**

- (1) Every employee who becomes pregnant shall notify the Employer of **their** pregnancy at least fifteen (15) weeks prior to the expected date of termination of **their** pregnancy and, subject to sub-section (3), shall be granted leave of absence without pay for a total period not to exceed thirty-seven (37) weeks consisting of two periods as follows:
  - (a) a maximum of eleven (11) weeks prior to the expected termination date of **their** pregnancy; and a maximum of twenty-six (26) weeks following the termination date of **their** pregnancy.
  - (b) Notwithstanding sub-paragraph (1)(a) above, a regular employee may elect to use earned vacation and/or compensatory leave credits prior to and subsequent to use of unpaid maternity leave but total maternity leave shall not exceed 11 weeks prior to and 26 weeks after the termination of pregnancy.

- (c) A regular or seasonal employee who has not commenced maternity leave without pay may elect to use **their** sick leave credits up to and beyond the date that **their** pregnancy terminates, subject to the provisions set out in the Sick Leave Article. For purposes of this Clause, illness or injury as defined in Article 25 shall include medical disability related to pregnancy.
  - (d) Where the employee's newborn child is born prematurely, or is born with or contracts a condition that requires **their** hospitalization within the period of leave provided for under this clause, the period of maternity leave without pay therein defined may be extended beyond the original period of leave by an additional period equal to the period during which the child is hospitalized. This extension shall end no later than one hundred and four (104) weeks after the birth of the child.
- (2) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.
- (3) Where the employee commences maternity leave at a date later than eleven (11) weeks prior to the expected date of termination of **their** pregnancy, the Employer may request submission of a certificate from a qualified medical practitioner stating the health of the employee. Similarly, the Employer may, upon submission of a certificate from a qualified medical practitioner stating the health of the employee, permit the leave to commence at a date earlier than eleven (11) weeks prior to the expected date of termination of **their** pregnancy and/or provide to the employee an extension to the maternity leave entitlement beyond the maximum thirty-seven (37) week period.
- (4)
    - (a) An employee who has proceeded on maternity leave must notify the Employer in writing within the two (2) month period following the termination of **their** pregnancy of the date upon which **they intend** to report to work.
    - (b) Before returning to work, the employee must give the Employer at least one week's notice of **their** intended date of return.
    - (c) The length of time during which an auxiliary employee is on maternity leave without pay shall not be relied upon by the Employer in calculating the twelve (12) month period of inactivity under Article 53.07(5).
- (5)
    - (a) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for regular employees. Time spent on such leave shall be counted for pay increment purposes for regular employees.
    - (b) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation pay entitlement for auxiliary employees. Time spent on such leave shall be counted for auxiliary employees for pay increment purposes only with regard to the calculation of the 24-month period in Articles 53.05(2)(a)(ii) and (2)(b)(ii) and at the commencement of the employee's third consecutive season of continuous employment in the same position pursuant to Articles 54.06(2)(a)(ii) and 54.06(2)(b)(ii).

- (c) An auxiliary employee shall be credited, for severance pay purposes only, during the length of the leave with the following number of regular working hours:
  - (i) for seasonal employees - the number of regular working hours that the employee would have worked, if not on leave, during the employee's specific period of seasonal employment (pursuant to Article 54.12(3)(a));
  - (ii) for on-call employees - the number of regular working hours based on the average number of regular hours worked per week by the employee in the twelve (12) month period immediately preceding the week in which the employee began the leave times (x) the number of weeks the employee is on leave.
  
- (6) The following provisions shall apply only to regular employees and seasonal employees:
  - (a) After completion of one (1) year continuous employment, an employee who:
    - (i) agrees to return to work for a period of at least six (6) months **to a regular or seasonal position** after the expiry of **their** maternity leave, and
    - (ii) provides the Employer with proof that **they have** applied for, is entitled to and in receipt of unemployment insurance benefits pursuant to the ***Employment Insurance Act***,

shall be paid a maternity leave allowance in accordance with the Supplementary Employment Insurance Benefit Plan.
  - (b) An employee under paragraph (a) above shall sign an agreement with the Employer, providing that:
    - (i) **they** will return to work after the expiry of **their** maternity leave, unless this date is modified with the Employer's consent; and
    - (ii) **they** will work for a period of at least six (6) months **in a regular or seasonal position** after **their** return to work; and
    - (iii) should the employee fail to return to work as per the provisions of sub-paragraphs (i) and (ii) above for reasons other than death, lay-off or disability, the employee agrees that **they are** indebted to the Employer for the full amount received as maternity leave allowance.
  - (c) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Employment Insurance Benefit Plan will consist of the following:
    - (i) where the employee is subject to a waiting period of two (2) weeks before receiving employment insurance maternity benefits, an allowance of ninety-three percent (93%) of **their** weekly rate of pay for each week of the two week waiting period, less any other monies earned during this period; and

for up to a maximum of fifteen (15) weeks, payments equivalent to the difference between the Employment Insurance benefits that the employee received at the actual time of the maternity leave and ninety-three percent (93%) of **their** weekly rate of pay, less any other monies earned during this period.

- (d) The weekly rate of pay referred to in paragraph (c) above shall be:
  - (i) for a full-time employee, the weekly rate of pay for the classification prescribed in **their** certificate of appointment to **their** position to which **they are** entitled on the day immediately preceding the commencement of her maternity leave;
  - (ii) for a part-time employee, the weekly rate of pay for the classification prescribed in **their** certificate of appointment to **their** position to which **they are** entitled on the day immediately preceding the commencement of **their** maternity leave, multiplied by the fraction obtained by dividing the part-time employee's assigned regular weekly hours of work averaged over the preceding six (6) month period of continuous employment by the regularly scheduled full-time weekly hours of work for the employee's classification;
  - (iii) Where an employee becomes eligible for a pay increase or an economic adjustment during the SEIB Plan period set out in paragraph (c) above, the employee's weekly rate of pay in subparagraphs (i) and (ii) above shall be adjusted accordingly.
- (e) A regular employee who is on lay-off status shall not be entitled to receive any allowance payment under the SEIB Plan pursuant to paragraph (c) above.
- (f) A seasonal employee who has been temporarily released pursuant to Article 54.10 or who is on off-duty status under Article 54.08 shall not be entitled to receive any allowance payment under the SEIB Plan pursuant to paragraph (c) above. Furthermore, any allowance payments which are being made to a seasonal employee pursuant to paragraph (c) above shall cease effective the last working day of the specific period of employment set out in Article 54.12(3)(a).
- (g) For the purpose of payments received under the Supplemental Employment Insurance Benefit Plan, the Plan shall provide that:
  - (i) the employees have no vested right to payment under the plan except to payments during a period of unemployment specified in the plan; and
  - (ii) payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
- (7) (a) An on-call employee who has been an employee continuously for one (1) year prior to the termination of **their** pregnancy, and who is granted maternity leave, shall be entitled to:



- (i) a cash payment equivalent to the allowance the on-call employee will receive in maternity benefits for two (2) weeks from the Employment Insurance Commission; or
  - (ii) in the case of an on-call employee not entitled to the Employment Insurance benefit referred to in (i) above, an equivalent cash payment.
- (b) Where any on-call employee is paid the cash payment provided under Article 26.03(7)(a) above, and the employee terminates **their** employment without returning from maternity leave, or terminates **their** employment within six (6) months of **their** return from maternity leave, **they** shall not be entitled to the cash payment, and if it has been paid, it shall be recoverable by the Employer.
- (8) (a) A regular employee or seasonal employee who has been an employee continuously for one (1) year prior to the termination of **their** pregnancy, and who is granted maternity leave, may, prior to receiving any payment from the Employer of the maternity leave allowance under Article 26.03(6), elect to receive the cash payment as follows:
  - (i) a cash payment equivalent to the allowance the employee will receive in maternity benefits for two (2) weeks from the Employment Insurance Commission; or
  - (ii) in the case of an employee not entitled to the Employment Insurance benefit referred to in (i) above, an equivalent cash payment.
- (b) If the employee makes such an election, **they** shall not be entitled to be paid any maternity leave allowance in accordance with the Supplementary Employment Insurance Benefit Plan set out in Article 26.03(6).
- (c) Where a regular or seasonal employee is paid the cash payment provided under (a) above, and the employee terminates **their** employment without returning from maternity leave, or terminates **their** employment within six (6) months of **their** return from maternity leave, **they** shall not be entitled to the cash payment, and if it has been paid, it shall be recoverable by the Employer.
- (9) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation pay entitlement for seasonal employees. Time spent on such leave shall be counted for seasonal employees for pay increment purposes only with regard to the calculation of the three consecutive seasons.

#### 26.04 **Parental Leave**

- (1) Parental leave - general
  - (a) **Effective August 16, 2019**, on request from an employee, parental leave without pay shall be granted for a period of up to **seventy-eight (78)** weeks. Parental leave must be taken as one continuous period of leave.
  - (b) An employee who intends to request parental leave shall make every reasonable effort to provide four (4) weeks notice to the Employer.

- (c) Where two employees take parental leave with respect to the same child and both work in the same department and branch in the same location, they shall not be off on their respective leaves at the same time.
  - (d) Where the employee's newborn or adopted child is born prematurely, or is born with or contracts a condition that requires **their** hospitalization within the period of leave provided for under this clause, the period of parental leave without pay therein defined may be extended beyond the original period of leave by an additional period equal to the period during which the child is hospitalized. This extension shall end no later than one hundred and four (104) weeks after the birth of the child.
- (2) Parental leave in conjunction with maternity leave
- (a) Parental leave taken in conjunction with maternity leave shall be subsequent to and continuous with maternity leave.
  - (b) **Effective August 16, 2019**, parental leave taken in conjunction with maternity leave shall not extend the total leave (maternity and parental combined) beyond **seventy-eight (78)** weeks.
- (3) All other parental leaves
- (a) **Effective August 16, 2019**, where an employee has or will have the actual care or custody of **their** newborn child, or an employee has commenced proceedings to adopt a child or obtains an order for the adoption of a child, **they** shall be granted parental leave without pay for a single period of up to **seventy-eight (78)** weeks. This leave without pay shall commence on a date not earlier than one (1) week prior to the date the child comes into the employee's care and custody, and shall be taken during the **seventy-eight (78)** week period immediately following the child's birth or date the child comes into the employee's care and custody.
  - (b) The employee may be required to provide proof of birth or proof of adoption.
  - (c) **Effective August 16, 2019**, the Employer may defer the commencement of parental leave without pay at the request of the employee; such deferment will not extend leave beyond the **seventy-eight (78)** weeks in paragraph (a) above.

### **General Terms**

- (4) Before returning to work, the employee must give the Employer at least one (1) week notice of **their** intended date of return.
- (5) The length of time during which an auxiliary employee is on parental leave without pay shall not be relied upon by the Employer in calculating the twelve (12) month period of inactivity under Article 53.07(5).
- (6) (a) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for regular employees. Time spent on such leave shall be counted for pay increment purposes for regular employees.

- (b) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation pay entitlement for auxiliary employees. Time spent on such leave shall be counted for auxiliary employees for pay increment purposes only with regard to the calculation of the twenty-four (24) month period in Article 53.05(2)(a)(ii) and (2)(b)(ii) and at the commencement of the employee's third consecutive season of continuous employment in the same position pursuant to Articles 54.06(2)(a)(ii) and 54.06(2)(b)(ii).
- (c) An auxiliary employee shall be credited, for severance pay purposes only, during the length of the leave with the following number of regular working hours:
  - (i) for seasonal employees - the number of regular working hours that the employee would have worked, if not on leave, during the employee's specific period of seasonal employment (pursuant to Article 54.12(3)(a));
  - (ii) for on-call employees - the number of regular working hours based on the average number of regular hours worked per week by the employee in the twelve (12) month period immediately preceding the week in which the employee began the leave times (x) the number of weeks the employee is on leave.

#### **Supplementary Employment Insurance Plan benefit**

- (7) The following provisions shall apply only to regular employees and seasonal employees:
  - (a) After completion of one (1) year continuous employment, an employee who:
    - (i) agrees to return to work for a period of at least six (6) months **to a regular or seasonal position** after the expiry of **their** parental leave, and
    - (ii) provides the Employer with proof that **they have** applied for, is entitled to and in receipt of employment insurance benefits pursuant to the **Employment Insurance Act**,

shall be paid a parental leave allowance in accordance with the Supplementary Employment Insurance Benefit Plan.
  - (b) An employee under paragraph (a) above shall sign an agreement with the Employer, providing that:
    - (i) **they** will return to work after the expiry of **their** parental leave, unless this date is modified with the Employer's consent; and
    - (ii) **they** will work for a period of at least six (6) months **in a regular or seasonal position** after **their** return to work; and
    - (iii) should the employee fail to return to work as per the provisions of sub-paragraphs (i) and (ii) above for reasons other than death, lay-off or disability, the employee agrees that **they are** indebted to the Employer for the full amount received as parental leave allowance.

- (c) In respect of the period of parental leave, parental leave allowance payments made according to the Supplementary Employment Insurance Benefit Plan will consist of the following:
  - (i) where the employee is subject to a **one (1)** week waiting period before receiving employment insurance parental benefits, an allowance of ninety-three percent (93%) of **their** weekly rate of pay for the waiting period, less any other monies earned during this period; and
  - (ii) for up to a maximum of **sixteen (16)** weeks, payments equivalent to the difference between the Employment Insurance standard benefits and ninety-three (93%) of **their** weekly rate of pay, less any other monies earned during this period.
- (d) The weekly rate of pay referred to in paragraph (c) above shall be:
  - (i) for a full-time employee, the weekly rate of pay for the classification prescribed in **their** certificate of appointment to **their** position to which **they are** entitled on the day immediately preceding the commencement of **their** parental leave;
  - (ii) for a part-time employee, the weekly rate of pay for the classification prescribed in **their** certificate of appointment to **their** position to which **they are** entitled on the day immediately preceding the commencement of **their** parental leave, multiplied by the fraction obtained by dividing the part-time employee's assigned regular weekly hours of work averaged over the preceding six (6) month period of continuous employment by the regularly scheduled full-time weekly hours of work for the employee's classification.
  - (iii) Where an employee becomes eligible for a pay increase or an economic adjustment during the SEIB Plan period set out in paragraph (c) above, the employee's weekly rate of pay in sub-paragraphs (i) and (ii) above shall be adjusted accordingly.
- (e) A regular employee who is on lay-off status shall not be entitled to receive any allowance payment under the SEIB Plan pursuant to paragraph (c) above.
- (f) A seasonal employee who has been temporarily released pursuant to Article 54.10 or who is on off-duty status under Article 54.08 shall not be entitled to receive any allowance payment under the SEIB Plan pursuant to paragraph (c) above. Furthermore, any allowance payments which are being made to a seasonal employee pursuant to paragraph (c) above shall cease effective the last working day of the specific period of employment set out in Article 54.12(3)(a).
- (g) For the purpose of payments received under the Supplemental Employment Insurance Benefit Plan, the Plan shall provide that:
  - (i) the employees have no vested right to payment under the plan except to payments during a period of unemployment specified in the plan; and

- (ii) payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

#### 26.05 **Casual Leave**

At the discretion of the Employer, a regular employee may be granted casual leave with pay to a maximum of two (2) hours for purposes of special or unusual nature. Such casual leave shall not be deducted from any earned leave credits.

#### 26.06 **Education Leave**

Parties acknowledge existence of Employer's Policy on Education Leave and pending its enactment agree that it will not be amended during the life of the Agreement except through meaningful consultation as exhibited in Article 34.02. Copies of this Policy will be obtainable from **department human resources practitioners**.

#### 26.07 **Religious Holy Days**

The Employer shall make every reasonable effort to grant an employee time off with pay when a religious holiday prevents the employee from reporting for work, provided that the employee agrees to make up the time off at a time mutually agreeable to the employee and the Employer and, in any case, within 12 months of the leave granted. The Employer may require proof from the employee that **their** doctrine prevents **them** from reporting to work and that the religious organization is registered as such pursuant to the ***Income Tax Act***.

#### 26.08 **Compassionate Leave Without Pay**

Upon reasonable notice from an employee, the Employer shall grant an employee up to eight (8) weeks of compassionate leave without pay to care for a critically ill member of the employee's immediate family, as defined under the ***Yukon Employment Standards Act***.

#### 26.09 **Critical Incident Leave**

**For the purposes of this Article, a traumatic event is a sudden and unexpected event which is considered uncommon with respect to the inherent risks of the occupation and is usually horrific, or has elements of actual or potential violence. Examples of traumatic events include, but are not limited to:**

- (1) **witnessing a fatality or a horrific injury;**
- (2) **being the victim of an armed robbery or hostage-taking;**
- (3) **being subjected to physical violence; and**
- (4) **being subjected to threats of physical violence when there is reason to believe the threat is serious and harmful to self or others (e.g. bomb threat or confronted with a weapon).**

**Critical incident stress defusing shall be provided to employees who have experienced a work-related, traumatic event. The Employer will make best efforts to ensure that employees who have experienced a work related, traumatic event can at their or their manager's discretion, be relieved of their duties for the remainder of their shift, without loss of pay. Critical incident stress debriefing and appropriate**

**support shall be made available for all employees who require it. Appropriate resources will be made available as soon as possible following the incident. Accessing support will be without loss of pay.**

#### **ARTICLE 27: DISCIPLINE**

- 27.01 The Parties agree that the Employer has the right to discipline and discharge for just cause. Employees will be given, in writing, the reasons for any formal discipline.
- 27.02 Any formal disciplinary notice placed on the personal file held by the Public Service Commission shall become null and void and not used in any future disciplinary decision after the employee attains a clear work record for 24 months from the time of the last notice.
- Any formal disciplinary notice that became null and void shall, at the written request of the employee, be placed in a sealed envelope and left in a separate file that may only be opened by the employee or by the Director or an Officer of the Labour Relations Branch of the Public Service Commission. In the latter situation, a reasonable effort will be made to open the sealed envelope with the employee's knowledge.
- 27.03 The Employer agrees not to introduce as evidence in a hearing relating to a disciplinary action any document including any performance evaluation review, from the file of an employee, the existence of which the employee was not aware at the time of filing, or within a reasonable period thereafter.
- 27.04 When an employee is required to attend a meeting, the purpose of which is an investigation which may result in formal discipline concerning **them** or the purpose of which is to render formal discipline concerning **them**, the employee shall be advised of their right to have at **their** request a Representative of the Alliance attend the meeting.

Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting.

#### **ARTICLE 28: PROCESSING OF GRIEVANCES**

- 28.01 (1) An Individual employee, who has a grievance against the application or interpretation of the Collective Agreement, or any other term or condition of employment, can bring forward the grievance, as per Article 28.05 (1) and may be assisted and/or represented by the Alliance at any level.
- (2) At anytime the Union may bring forward a Policy grievance on behalf of an individual or the Union concerning the interpretation of the Collective Agreement or an arbitral award.
- (3) Grievors in a Group Grievance must have the approval of, and be represented by the Alliance. The Union will define the group of employees on whose behalf the grievance has been submitted. It is understood that the Union will not present a series of Individual grievances in preference to defining a group of employees and submitting a Group Grievance.
- 28.02 (1) An employee or group of employees who wish(s) to present a grievance or complaint relating to a provision of the collective agreement or arbitral award shall transmit this grievance through the Alliance.
- (2) The grievance administrator shall acknowledge receipt of the grievance by returning the appropriate copies to the grievor and the Alliance as applicable.

- 28.03 A grievance of an employee or group of employees shall not be deemed to be invalid by reason only of the fact it is not in accordance with the form supplied by the Employer.
- 28.04 Subject to and as provided in Section 77 of ***the Yukon Public Service Labour Relations Act***, an employee or group of employees who feel(s) that **they have** been treated unjustly or considers **themselves** aggrieved by any action or lack of action by the Employer, is entitled to present a grievance in the manner prescribed in Clause 28.02, except that where there is another administrative procedure provided by or under any other Act to deal with **their** specific complaint, such procedure must be followed.
- 28.05 Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following steps:

(1) Individual Grievance  
Process for Grievances under 28.01(1):

(a) Level 1 - First level of Supervision

A problem-solving meeting in which the individual employee has the right of representation from the Alliance, and the supervisor has the right of consultation with the Department Human Resource Office. **The Parties acknowledge that front line supervisors and managers may be members of the bargaining unit. Supervisors acting in this capacity are not dealing formally on behalf of the Employer with respect to the administration of the grievance procedure, pursuant to the *Yukon Public Service Labour Relations Act*, and their involvement does not serve as the basis for the Employer to seek exclusion of those positions from the bargaining unit.**

When an individual employee has requested a meeting in relation to a grievance at Level 1 such problem-solving shall be held within twenty (20) working days of the Employer's receipt of the grievance. If the matter is not resolved at Level 1 it may be referred to Level 2 within five (5) working days.

(b) Level 2 – First level of Management

A problem-solving meeting in which the individual employee has the right of representation from the Alliance, and the manager has the right of consultation from the Department Human Resource Office or the Labour Relations Branch of the Public Service Commission

The Employer shall normally reply to an individual employee's grievance at Level 2 of the grievance procedure, within ten (10) working days after the grievance is referred. If the matter is not resolved at Level 2 it may be referred to the Final Level within five (5) working days.

**When the first level supervisor is also the first level of management, a Level 2 problem solving meeting may be held at the next level of management rather than referring the matter directly to the Final Level, by agreement between the Employer and Alliance.**

(c) Final Level – Deputy Minister

A meeting that shall be held within ten (10) working days of the grievance being referred, at which the Deputy Minister has the right of consultation with the Labour Relations Branch or the Department Human Resource Office, and in which **they** shall hear the individual employee, who has the right of representation from the Alliance.

The Deputy Minister shall provide **their** written reasoned decision, within ten (10) working days of the meeting.

(2) Policy Grievance  
Process for Grievances under 28.01(2):

Policy grievances shall be presented by the Alliance in the first instance to the Public Service Commission for investigation not later than sixty calendar (60) days after the date on which the Alliance was notified orally or in writing or on which it first becomes aware of the action or circumstances giving rise to the grievance. Any such grievances not resolved in that investigation shall be heard at a meeting with the Public Service Commissioner within a further 60 calendar days of the presentation of the grievance for investigation.

When the Public Service Commissioner has heard such a grievance **they** shall provide **their** written reasoned decision within 20 working days.

(3) Group Grievance  
Process for Grievances under 28.01 (3):

(a) Level 1 – First Level of Management

A problem-solving meeting in which the group of employees shall be represented by the Alliance and in which the manager may be advised by the Departmental Human Resource Office or the Labour Relations Branch.

When a group of employees has requested a meeting in relation to a grievance at Level 1, the problem-solving meeting shall be held within twenty (20) working days of the Employer's receipt of the grievance. If the matter is not resolved at the Initial Level it may be referred to the Final Level within five (5) working days.

(b) Final Level – Deputy Minister

A meeting that shall be held within ten (10) days of the grievance being referred and at which the group of employees shall be represented by the Alliance and at which the Deputy Minister may be advised by the Labour Relations Branch or Departmental Human Resources. The Deputy Minister shall provide **their** written reasoned decision within ten (10) days.

- 28.06 (1) Discussions and resolutions shall not be considered precedent setting to the Collective Agreement or the grievance process.
- (2) There shall be full disclosure by the Parties of all facts and considerations pertinent to the grievance at each and every level of the grievance processes.
- (3) If a grievance concerns the application of the Collective Agreement, the employee must be represented by the Alliance.



28.07 Where the Alliance acts as the representative, they shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure. And, the Public Service Commission, Labour Relations Branch shall have the right to consult with the Alliance with respect to a grievance at each or any level of the grievance procedure.

28.08 **Time Limits**

For the purpose of the time limits stipulated in this Collective Agreement, a day means all days except Saturdays, Sundays and designated paid holidays

- (1) An Individual employee or Group of employees may present a grievance to the initial Level of the relevant process, in the manner prescribed in Clause 28.02 not later than twenty (20) working days after the date on which **they are** notified orally or in writing or on which **they first become** aware of the action or circumstances giving rise to the grievance.
- (2) The time limits stipulated in this Article may be extended by mutual agreement between the Employer and the Alliance, or between the Employer and the employee when 28.06 (3) does not apply.
- (3) Any employee, group of employees, or the Alliance who fail(s) 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 **their** control, **they were** unable to comply with the prescribed time limits.
- (4) Where the provisions of Clause 28.02 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 appropriate person of the Department or Agency concerned. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the reply is postmarked, but the time limit within which the grievor may present **their** 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.

28.09 When an employee has been represented by the Alliance in the presentation of **their** grievance, the Employer will provide the appropriate representative of the Alliance with the Employer's decision on the grievance at the same time that the Employer's decision is conveyed to the employee(s)

28.10 The decision given by the Employer at the Final Level in the grievance procedure shall be final and binding upon the employee, unless the grievance is a class of grievance that may be referred to adjudication.

28.11 Where it appears that the nature of this grievance is such that a decision cannot be given below a particular level of authority, any or all the levels except the Final Level may be eliminated by agreement between the Employer and the Alliance or between the Employer and the employee when 28.01 does not apply.

28.12 Except as provided in Clause 28.15 (2), an employee or group of employees may, by written notice to the Employer, abandon a grievance.

28.13 No person who is employed in the public service shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee or group of employees to

abandon **their** grievance or refrain from exercising **their** right to present a grievance as provided in the Collective Agreement.

- 28.14 When a grievance has been presented, up to and including the Final Level in the grievance procedure with respect to the interpretation or application in respect of **them** of a provision of this Collective Agreement or a related arbitral award and **their** grievance has not been dealt with to **their** satisfaction, **they** may, subject to 28.15(1), refer the grievance to adjudication.
- 28.15 (1) An employee must obtain the approval of the Alliance and be represented by the Alliance before a grievance can be referred to adjudication.
- (2) A grievance referred to adjudication can only be withdrawn by the employee with the prior approval of the Alliance.
- 28.16 An employee, subject to Clause 28.15 (1), shall notify the Employer in writing within thirty (30) working days following the date of receipt of the decision at the Final Level of the grievance procedure of **their** intention to appeal the decision to adjudication. The employee or the Alliance shall refer the grievance to adjudication within sixty (60) working days following the date of receipt of the decision at the Final Level of the grievance procedure and 28.08(3) applies to this time limit.

#### **ARTICLE 29: STATEMENT OF DUTIES**

- 29.01 Within one month of receiving an employee's written request, the Employer shall provide the employee with a current statement containing the duties and responsibilities including factor point rating assigned to the position **they occupy**.

#### **ARTICLE 30: CONTRACTING OUT**

- 30.01 The Employer will continue past practice in giving all reasonable consideration to continued employment in the Public Service of employees who would otherwise become redundant because work is contracted out.

#### **ARTICLE 31: REMOVAL EXPENSES**

- 31.01 The Employer will pay removal expenses (in accordance with the Employer's Policy on Removal Expenses on Initial Hire) for regular employees who are rejected on probation during their initial probationary period or extension of their initial probationary period or who are laid off provided:
- (1) The probationary employee initially received removal expenses from the Yukon Government on hire;
  - (2) The probationary employee certifies **their** intention to leave **their** place of employment;
  - (3) In the case of an employee who is laid off, the employee certifies **their** intention to leave **their** place of employment;
  - (4) The employee submits a claim for reasonable removal costs to the Employer;
  - (5) The Employer will pay reasonable removal costs for a distance not greater than from the employee's original point of hire to **their** place of employment.

31.02 The Employer will pay removal expenses (in accordance with the Employer's Policy on Transfer Expenses) under the following conditions:

- (1) Where the Employer has directed that a regular employee transfer from one location to another;
- (2) Where a regular employee has requested and at the discretion of the Employer has been granted a transfer from one location to another.

### **ARTICLE 32: SAFETY AND HEALTH**

32.01 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 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.

32.02 (1) In light of the foregoing, the Employer and the Union, jointly, have commenced and will continue to establish Joint Occupational Health and Safety Committees compliant with Section 12, 13 and 14 of the ***Occupational Health and Safety Act*** to provide an avenue for Employer and Union representatives to discuss safety matters with a view to recommending changes or modifications to present procedures and practices within the Yukon Government.

(2) The composition of each Safety Committee shall be a subject of discussions between the Employer and the Union but it is agreed that at no time will the Union's representatives constitute less than one-half ( $\frac{1}{2}$ ) of the representatives of the Committee as outlined in Section 12(6) of the ***Occupational Health and Safety Act***. Each Committee shall select its own Chairperson. Minutes of all meetings shall be forwarded to the Employer and provided to the Union upon request.

(3) Each Committee shall establish its own procedures but are encouraged to pre-schedule regular monthly meetings which may be cancelled by the Chairperson should there be no business to pursue. Extra meetings may be called by the Chairperson in necessary emergency situations.

(4) An employee shall suffer no loss of pay for serving on a Safety Committee.

(5) 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 Chairperson or a Member of the Joint Occupational Health and Safety Committees in their area.

32.03 Where the Employer requires an employee to undergo a specific medical, hearing or vision examination by a designated qualified medical practitioner, the examination will be conducted at no expense to the employee. The employee shall, upon written request, be able to obtain any results received by the Employer of all specific medical, hearing or vision examinations conducted.

Employees shall authorize that the requested specific medical, hearing or vision examination information be supplied to the Employer with the understanding that such information shall be maintained in a confidential manner in the Public Service Commission. Employees shall not refuse to take such medical, hearing or vision examinations.

- 32.04 Employees shall, as soon as practical, report all personal injuries and/or accidents, which occur on the job, to their immediate or designated Supervisor. Accidents shall be investigated, where required, pursuant to the Yukon ***Occupational Health and Safety Act***, as may be amended from time-to-time.
- 32.05 Employees who are required to attend First Aid and Safety Training courses shall be granted leave without loss of regular pay for such training. The Employer shall pay for such course fees and/or tuition.

Under this clause, if the Employer requires the Employee to attend training on **their** day off, such time will be considered time worked and will be paid at the appropriate rate.

32.06 **Transportation of Injured Workers**

Where an employee suffers injury by accident arising out of and in the course of **their** employment, the Employer shall provide the employee with transportation as required under Section 38(1) of the Yukon ***Workers' Compensation Act***, as may be amended from time-to-time.

32.07 **Right to Refuse Work**

- (1) Pursuant to Section 15(1) of the Yukon ***Occupational Health and Safety Act***, as may be amended from time-to-time, an employee may refuse to work or do particular work where the employee has reason to believe that:
  - (a) the use or operation of a machine, device or thing constitutes an undue hazard to that employee or any other person, or
  - (b) a condition exists in the workplace that constitutes an undue hazard.
- (2) Where an employee refuses to work or do particular work under paragraph (1) above, the requirements of Sections 15 and 16 of the ***Occupational Health and Safety Act***, as may be amended from time-to-time, will be followed.
- (3) Pending the investigation and decision of the Safety Officer pursuant to Section 16 of the ***Occupational Health and Safety Act***, as may be amended from time-to-time, no employee shall be assigned to use or operate the machine, device or thing or to work in the workplace or the part thereof that is being investigated, unless the employee to be so assigned has been advised of the other employee's refusal and the reason for it.

- 32.08 The Union and the Employer agree to continue their efforts in the establishment, implementation and maintenance of effective measures for violence prevention and protection in the workplace.

32.09 **The Right to Know**

The Parties acknowledge that the Workplace Hazardous Materials Information System legislation enshrines a worker's right to know what controlled products are used in the workplace, as well as the hazards, precautions and procedures associated with the use of these controlled products.

The Parties also recognize that the WHMIS legislation is administered in the Yukon under the ***Occupational Health and Safety Act***, as may be amended from time-to-time, and that

any complaint by an employee shall be directed to the Occupational Health and Safety Board for investigation and enforcement, if necessary.

- 32.10 The Employer shall make reasonable efforts to refrain from assigning unnecessary outside work to an employee when extremely adverse outside weather conditions prevail.

### **ARTICLE 33: YUKON BONUS**

(Note: Article 33 is not applicable to auxiliary employees. Refer to Article 53.04 and 54.04 for the applicable provisions for auxiliary employees.)

- 33.01 There shall be an automatic Yukon Bonus travel benefit of \$2,242, from which income tax may or may not be deducted, at the employee's option. Unless the employee provides written direction otherwise to the Public Service Commission, the Yukon Bonus will be paid as an untaxed benefit.
- 33.02 A regular employee must complete a qualifying period of two years of continuous service with the Yukon Government before being eligible to be paid their first Yukon Bonus. Payments for subsequent Yukon Bonuses will be made in accordance with this article.
- 33.03 For each full year of continuous service subsequent to **their** qualifying period of service, a regular employee is entitled to a Yukon Bonus which will be paid on the pay day falling immediately after the employee's continuous service date.
- 33.04 A regular employee shall be paid on layoff a prorated Yukon Bonus based on the number of completed months of work of continuous service since **their** last qualifying date or, in the case of their initial Yukon Bonus, since the commencement of **their** employment.
- 33.05 If a regular employee takes authorized leave without pay in excess of 30 consecutive calendar days, other than maternity or parental leave, **their** Yukon Bonus shall be reduced proportionally for each period of 30 consecutive calendar days of leave without pay that **they** take.

### **ARTICLE 34: JOINT CONSULTATION**

- 34.01 **The Parties recognize the mutual benefits to be derived from discussing issues of common interest.** For the purpose of providing Joint Consultation on matters of common interest, a Committee of not more than six (6) members, representing the interests of the Employer and the employee in equal numbers, is established. **The Committee will meet once every two months, or more frequently, with the mutual agreement of the Parties.**
- 34.02 The following subjects, as they affect employees covered by this Agreement, shall be regarded as appropriate subjects of consultation involving the Employer and the Alliance during the term of this Agreement, and the Employer agrees that new policies will not be introduced and existing Regulations and Directives will not be cancelled or amended in such a way as to affect employees covered by the Agreement until such time as the Alliance has been given a reasonable opportunity to consider and to consult on the Employer's proposals.

#### **Subjects**

- (1) Training and other measures to deal with the impact on employees of technological and other change;
- (2) Travel and Subsistence Allowance;
- (3) Safety and Health Practices;
- (4) Relocation Allowances;

- (5) Staff Uniforms and Clothing;
- (6) Provisions to the Alliance of Employer Manuals and Directives;
- (7) Parking Privileges;
- (8) Restrictions on Outside Employment;
- (9) Educational Leave and Career Development;
- (10) Affirmative Action Program for Women;
- (11) Classification Plan;
- (12) **Other subjects as mutually agreed.**

- 34.03 (1) The Parties acknowledge that the Yukon Government has the right to introduce policies dealing with employment-related matters covering all or some persons working in the Yukon Public Service. Such policies shall not conflict with the express terms of the Collective Agreement, subject to any legislative authority to the contrary.
- (2) The Parties agree that an employee, if covered by the applicable policy listed in paragraph (3) below, may bring a grievance seeking the enforcement of the language of the particular policy which existed at the time that the grievance was commenced pursuant to Article 28.02. If the grievance is not dealt with to the employee's satisfaction, **they** may refer the grievance to adjudication pursuant to Article 28.14.
- (3) The policies which may be the subject of a grievance pursuant to paragraph (2) above are:
- Interview and Relocation Expense Directive,
  - Travel Directive,
  - Decentralization Policy.
- (4) Prior to any of the policies listed in paragraph (3) above being cancelled or revised by the Yukon Government, the Alliance shall be given a reasonable opportunity to consult with the Employer on its intent to cancel or revise the policy. This opportunity to consult shall be provided to the Alliance prior to the revisions to the policy being submitted through the Yukon Government's approval process. A copy of any policy listed in paragraph (3) above, which is revised by the Yukon Government, will be provided to the Alliance prior to the implementation date of the revised policy.

**34.04 In addition to the Joint Consultation Committee, the Parties recognize that there may be mutual benefits to be derived from discussing issues of common interest that arise within a department. Where the respective representatives at the departmental level mutually agree, a departmental committee may be established to meet at least four times per year. Any resolutions reached at these meetings shall respect the rights and entitlements of both Parties in the Collective Agreement.**

#### **ARTICLE 35: TOOL REPLACEMENT AND ALLOWANCE**

##### **35.01 Tool Replacement**

- (1) The Employer will replace worn or broken tools of its employees designated as:
- Automotive Mechanic
  - Automotive Mechanic Foreperson
  - Building Engineer
  - Carpenter
  - Electrician
  - Heavy Equipment Mechanic
  - Heavy Equipment Mechanic Foreperson

Heavy Equipment Operator  
 HVAC/Refrigeration Mechanic  
 Industrial Mechanic  
 Labourer  
 Oil Burner Mechanic  
 Park Attendant  
 Parks Signmaker  
 Partsperson  
 Plumber  
 Road Foreperson  
 Trades Foreperson – Carpentry  
 Trades Foreperson – Electrical  
**Foreperson, Building Engineers**  
 Trades Foreperson – Mechanical  
 Trades Foreperson – Plumbing  
**Transportation Maintenance Foreperson (Dawson City)**  
**Transportation Maintenance Foreperson (Whitehorse)**  
 Welder

provided tools have been worn or broken on the job and are required by the employees in the performance of their normal duties. Tools which are under warranty will not be covered by this Article.

- (2) The employee will present the worn or broken tool to **their** immediate Supervisor for approval of replacement, and upon authorization, the employee shall purchase the replacement tool and submit **their** receipt for its purchase to **their** immediate Supervisor for reimbursement by the Employer. If the employee wishes to upgrade the value of the tool, **they** shall first obtain the prior approval of the supervisor, and upon purchase shall provide the supervisor with the receipt and the tool for inspection. Reimbursement will be for the replacement value of the broken tool, not the value of the upgraded tool.

(1) and (2) shall apply to Apprentices, Tradespersons and Journeypersons.

### 35.02 **Tool Allowance**

- (1) A regular employee who has been continuously employed in the Yukon Public Service for a period of two (2) years as a:
  - a) Journeyperson, Tradesperson, registered Apprentice or combination thereof, and is in the position(s) of;
  - b) Automotive Mechanic, Automotive Mechanic Foreperson, Heavy Equipment Mechanic, Heavy Equipment Mechanic Foreperson or Industrial Mechanic

shall be entitled to a tool allowance of **four hundred dollars (\$400)** and to a further allowance of **two hundred dollars (\$200)** for each completed year of service thereafter to a total maximum allowance of twelve hundred dollars (\$1,200).
- (2) A seasonal employee who has been continuously employed in the Yukon Public Service for a period of two (2) years as a:

- a) Journeyperson, Tradesperson, or registered Apprentice, or combination thereof, and is in the position(s) of;
- b) Automotive Mechanic, Automotive Mechanic Foreperson, Heavy Equipment Mechanic, Heavy Equipment Mechanic Foreperson or Industrial Mechanic

shall be entitled to a tool allowance of **two hundred dollars (\$200)** and to a further allowance of **one hundred dollars (\$100)** for each completed year of service thereafter to a total maximum allowance of six hundred dollars (\$600).

- 35.03 The Employer shall reimburse the employee for the cost of an annual medical examination where the employee is required by the Employer to operate the George Black Ferry in a position required by federal legislation to have a certificate of medical fitness.

### **ARTICLE 36: CLOTHING AND PROTECTIVE EQUIPMENT**

- 36.01 Where an employee's work is of a nature where health and cleanliness must be maintained or where special identification will aid in the effective performance of duties and in meeting particular program objectives, the Employer will provide uniform clothing and protective equipment in accordance with the Employer's policy on Clothing and Staff Uniforms.

#### **Clothing Allowance**

- (1) A regular employee in an eligible position as of September 1<sup>st</sup>, who has not previously received a clothing allowance, will be entitled to a clothing allowance of three hundred dollars (\$300) on September 1<sup>st</sup> to help defray the cost of purchasing insulated clothing. Thereafter, the regular employee will be paid the clothing allowance **every two years** on September 1<sup>st</sup>, providing **their** service is continuous and **they continue** to occupy an eligible position.
- (2) A seasonal employee who is actively employed in an eligible position on a continuous basis for three (3) consecutive calendar months between November 1<sup>st</sup> and March 31<sup>st</sup>, who has not previously received a clothing allowance, will be entitled to receive a clothing allowance of one hundred-fifty dollars (\$150) upon completion of the three months' employment to help defray the cost of purchasing insulated clothing. Thereafter, the seasonal employee will be paid the clothing allowance **every two years** no earlier than the date of the initial allowance entitlement, provided **they have** been actively employed in an eligible position on a continuous basis for three (3) consecutive calendar months between November 1<sup>st</sup> and March 31<sup>st</sup> preceding the date of **their** entitlement.
- (3) The clothing allowance will be paid to eligible employees in accordance with Article 17.03.
- (4) To be eligible for a clothing allowance to help defray the cost of purchasing insulated clothing, the duties of a position must require the employee to spend a portion of **their** time out of doors and subject the employee's parka to wear and tear beyond what would occur during normal use unrelated to the specific duties of the position.
- (5) Prior to September 1<sup>st</sup> of each year, the Employer will provide the Union with a list of the positions which received a clothing allowance in the previous year. The Parties will discuss the list at Joint Consultation and shall, by mutual agreement, determine positions which should continue on the list, be added to the list, or deleted from the list, based upon the current requirements of the positions.



- (6) Where the Parties cannot agree on the contents of the list in (5), the previous year's list shall continue to be in effect. In cases of disagreement, either party may refer the matter to an adjudicator appointed by the Yukon Public Service Labour Relations Board for mediation and/or a binding determination of the unresolved matters.
- (7) When a regular employee who is entitled to a clothing allowance on September 1<sup>st</sup> resigns prior to October 15 of the eligibility year, and the employee has already received **their** clothing allowance for that year, the Employer shall recover the allowance from any monies owing.

#### 36.02 **Safety Footwear Allowance**

- (1) Regular employees and employees in positions under Letter of Understanding "K" and **full-time Reinforcements under Article 53.10** who are required to wear safety footwear as prescribed under the ***Occupational Health and Safety Act*** will receive a one hundred and seventy-five dollar (\$175.00) boot allowance on April 1<sup>st</sup> of each year.
- (2) Seasonal employees who are required to wear safety footwear as prescribed under the Occupational Health & Safety Act will receive a one hundred and seventy-five dollar (\$175.00) boot allowance within four (4) weeks of commencement of work in their position, and thereafter on an annual basis to a maximum of once per calendar year, when recalled from off-duty status, within four (4) weeks of recall to active employment.

#### 36.03 **Provision Of Coveralls for Employees Within Highways and Public Works**

This is to confirm that as in the past, Highways and Transportation will continue to provide coveralls (as required) and facilities for washing and that employees will continue to be responsible for minor repairs of such coveralls.

Prior to receiving a new pair of coveralls an employee shall return the pair **they are** presently using.

### **ARTICLE 37: DAMAGE TO PERSONAL PROPERTY**

- 37.01 (1) Upon submission of reasonable proof, the Employer shall indemnify, pursuant to paragraph (2) below, with respect to damage to personal property of an employee while on duty caused by the actions of a patient or client, and provided such personal property is an article of use or wear of a type suitable for use while on duty.
- (2) The responsibility of the Employer to indemnify an employee under paragraph (1) above shall be limited to reimbursing the employee:
  - (a) for the deductible costs, up to a maximum of \$200.00, associated with **their** insurance coverage for damage to the personal property; or
  - (b) if the employee does not have such insurance coverage, to a maximum of \$200.00.

**ARTICLE 38: COMMUNITY ALLOWANCE**

- 38.01 (1) (a) An employee whose headquarters area (area in which the position is established) is Carcross or Tagish shall receive an annual Community Allowance of **six hundred and eighty-three dollars (\$683.00)**.
- (b) An employee whose headquarters area is Haines Junction or Teslin shall receive an annual Community Allowance of **one thousand one hundred and sixty-six dollars (\$1,166.00)**.
- (c) An employee whose headquarters area is Carmacks, Watson Lake, or Destruction Bay shall receive an annual Community Allowance of **one thousand seven hundred and eighty-five dollars (\$1,785.00)**.
- (d) An employee whose headquarters area is Drury Creek, Swift River, Stewart Crossing, Beaver Creek, Dawson City, Faro, Mayo, Pelly Crossing or Ross River shall receive an annual Community Allowance of **two thousand three hundred and ten dollars (\$2,310.00)**.
- (e) An employee whose headquarters area is Old Crow or Herschel Island shall receive an annual Community Allowance of **eight thousand six hundred and ten dollars (\$8,610.00)**.
- (2) (a) The Community Allowance shall be pro-rated for regular part-time employees. Effective January 1, 1991, the **Community Allowance** shall be paid on a bi-weekly basis pursuant to Article 17.02.
- (b) Auxiliary employees shall be provided their outstanding **Community Allowance** at the following times:
- (i) Earned as of the last completed pay period before March 31 and September 30 of each year. (Every reasonable effort will be made by the Employer to provide the allowance on the second scheduled pay day after March 31 and September 30 respectively.)
- (ii) At the time of permanent release under Article 53.07.
- (iii) In the case of seasonal employees only, at the time of temporary release under Article 54.10 or of commencement of off-duty status pursuant to Article 54.08.
- (c) Subject to Article 38.02, the outstanding **Community Allowance** shall be paid to an auxiliary employee on a pro-rata basis calculated by dividing the total number of regular hours worked by the employee during the periods from April 1 to September 30 and from October 1 to March 31 (or the appropriate portion thereof if paragraph (b)(ii) or (iii) above is applicable) by the total number of regular working hours in the same respective periods which would be required to be worked by a full-time employee in the same classification.

38.02 The foregoing does not apply to an employee who is in receipt of free room and board.

### 38.03 **Camp Workers – Remote Premium**

A highways worker who works in the remote camps of Eagle, Ogilvie, Klondike, Tuchitua, Blanchard or Fraser shall be paid a premium payment of **\$0.63** for all regular hours worked while in the camps to compensate for travel.

### **ARTICLE 39: CASH GRATUITY**

(Note: Refer to Article 53.09 and 54.15 for the applicable provisions for auxiliary employees.)

- 39.01 Regardless of any other benefits payable, if a regular employee dies, there shall be paid to **their** spouse or to such other person as the Commissioner determines, an amount equal to the product obtained by multiplying **their** weekly rate of pay at the time of death by the number of completed years of **their** continued employment to a maximum of thirty (30) weeks, less any period in respect of which **they were** granted severance pay.

### **ARTICLE 40: EXTENDED HEALTH CARE AND LONG TERM DISABILITY**

- 40.01 (1) The Employer will pay eighty-five percent (85%) of employee Extended Health Care and Long Term Disability premiums for a regular or seasonal employee who is eligible to receive such coverage. (Change of premium share to take effect June 01, 2007.
- (2) A seasonal employee who is entitled to receive the benefit coverage under paragraph above may elect to continue **their** coverage during any period that the employee has been temporarily released pursuant to Article 54.10, or is on off-duty status under Article 54.08. If the seasonal employee elects to continue **their** coverage, the Employer shall continue to pay its share of the premium costs under Article 41 provided that the employee pays **their** share of the premium costs for such coverage in advance of the period of temporary release or off-duty status.
- 40.02 (1) In regard to the Plans listed in Article 40.01, all benefit plan coverages, terms, conditions and specific eligibility requirements shall at all times be subject to and governed by the actual terms and conditions of the Plans provided by the carrier(s), as may be amended from time-to-time by the carrier(s).
- (2) Provided that the Employer fulfils its responsibility to pay its share of the premiums for the applicable benefit coverage, the Employer cannot be held responsible or liable for the rejection of any claim by the carrier(s).
- (3) The following provision is provided for information purposes only for the employees covered by the Disability Insurance and the Extended Health Care Plan.

In the event the employee wishes to dispute the rejection by the carrier of **their** eligibility or entitlement for benefit coverage the employee's recourse is to the plan carrier's appeal process.

Should the employee's dispute not be satisfactorily resolved by the appeal process, the employee may seek redress, if available, in a Court action against the carrier of the Plan.

- 40.03 Effective December 10, 2003, hearing aid coverage is set at \$600 every 60 months.

### **ARTICLE 41: DENTAL CARE PROGRAM**

- 41.01 (1) The Employer will pay eighty-five percent (85%) of the cost of the premiums of the Dental Care Plan for a regular or seasonal employee who is eligible to receive such coverage.
- (2) A seasonal employee who is entitled to receive the Dental Care Plan coverage under this Article shall be required to pay 100% of the cost of the premiums for such coverage during any period that the employee has been temporarily released pursuant to Article 54.10 or is on off-duty status under Article 54.08. Such premium payments must be provided to the Employer in advance of the period of temporary release or off-duty status and, as a result, it is agreed that the Employer will deduct the full amount of the required premium payments from the employee's bi-weekly pay cheques, in equal installments, during the employee's period of seasonal employment.
- 41.02 (1) All Dental Care Plan coverage, terms, conditions and specific eligibility requirements shall at all times be subject to and governed by the actual terms and conditions of the Plan provided by the carrier.
- (2) Provided that the Employer fulfils its responsibility to pay its share of the premiums for the Dental Care Plan coverage, the Employer cannot be held responsible or liable for the rejection of any claim by the carrier.
- (3) The following provision is provided for information purposes only for the employees covered by the Dental Care Plan.
- In the event that an employee wishes to dispute the rejection by the carrier of **their** eligibility or entitlement for benefit coverage under the Dental Care Plan, the employee may seek redress, if available, in a Court action against the carrier of the Plan.
- 41.03 Effective April 1, 2005, the orthodontic lifetime maximum under the dental plan is increased to \$2,500. Effective April 1, 2006, the orthodontic lifetime maximum is increased to \$3,000.

### **ARTICLE 42: TRAVEL BONUS FOR REGULAR EMPLOYEES OUTSIDE OF WHITEHORSE**

(Note: Refer to Article 54.05 for the applicable provisions for seasonal employees.)

- 42.01 (1) All regular employees, whose headquarters area is outside the City of Whitehorse shall be entitled to earn the following Travel Bonus Credits on a quarterly (3 month) basis, as follows:
- | <b><u>Employee's Headquarters Area</u></b> | <b><u>Travel Bonus Credits</u></b> |
|--|------------------------------------|
| Carcross and Tagish                        | One and one-half (1½)              |
| Teslin                                     | days per quarter (3                |
| Carmacks                                   | months)                            |
| Haines Junction                            |                                    |
| All Others                                 | Two (2) days per quarter           |
|  | (3 months)                         |
- (2) A regular employee who works one (1) working day in the quarter shall be granted credits as in (1) above.

- (3) Subject to operational requirements, a regular employee shall be granted **their** earned Travel Bonus Credits by completing the appropriate Leave Request Form.
  - (4) Travel Bonus Credits shall not be carried over from one fiscal year to another. However, Travel Bonus Credits may be accumulated during the fiscal year and any earned but unused Travel Bonus Credits at the end of the fiscal year shall be paid to the regular employee by the Employer during the first pay period in May.
  - (5) Regular employees are encouraged to take Travel Bonus Credits during the winter months.
- 42.02 (1) All regular employees whose headquarters area is outside the City of Whitehorse shall be entitled to submit a claim once per fiscal year equivalent to the cost of one (1) round trip to Whitehorse at the mileage rate paid to an employee in accordance with the Employer's current Travel Directive.
- (2) "Current" means the mileage rate in effect on the date the regular employee submits **their** claim, and the "round-trip" shall be based on the official road mileage distance from the regular employee's community to Whitehorse and return.
  - (3) Regular employees resident in Old Crow shall be entitled to submit a claim once per fiscal year equivalent to the cost of one (1) economy return air fare from Old Crow to Whitehorse for the employee, **their** spouse and one child.

#### **ARTICLE 43: DEFERRED SALARY LEAVE PLAN**

- 43.01 The Employer, in consultation with the union, will make available a Deferred Salary Leave Plan to all regular full-time and part-time employees. The Plan will comply with the requirements of the ***Income Tax Act***, and copies of the plan will be made available to employees upon request from the Public Service Commission. Administration of the plan shall at all times be subject to and governed by the actual terms and conditions of the plan.
- 43.02 Provided that the Employer fulfils its responsibility under the Plan, the Employer cannot be held responsible or liable for its administration, except for any claim or liability arising out of an error committed by the Employer.

#### **ARTICLE 44: PART-TIME EMPLOYEES**

##### **44.01 Pay**

A regular part-time or seasonal part-time employee is entitled to be paid bi-weekly or hourly for services rendered in accordance with:

- (1) **Their** average number of hours worked per week in comparison to a full-time employee performing similar duties; and
- (2) The classification of the position to which **they are** appointed.

##### **44.02 Hours of Work - Rotating Shifts**

- (1) Hours of work for regular part-time Licensed Practical Nurses and Nursing Home Attendants and Recovery Unit Attendants shall be scheduled so that:
  - (a) in every nine (9) day period, employees work three (3) consecutive days followed by six (6) consecutive days of rest; or

- (b) in every six (6) day period, employees work two (2) consecutive days followed by four (4) consecutive days of rest; or
  - (c) in every seven (7) day period, employees work two (2) consecutive days followed by five (5) consecutive days of rest;
  - (d) in each of the above, on a daily basis, employees work eight (8) hours inclusive of a paid meal period of one-half ( $\frac{1}{2}$ ) hour.
- (2) Notwithstanding (1) above, employees on strength as of October 23, 1998 will not be required by the Employer to change their current shift pattern.
  - (3) Employees hired after October 23, 1998 may be assigned to any of the shift patterns delineated in (1) above, subject to the understanding that once assigned paragraph (2) will apply.

44.03 Hours of work for regular part-time Compliance Officers (formerly known as Weigh Station Officers) shall be scheduled so that:

- (1) In every fifteen (15) day period, employees work five (5) consecutive days followed by ten (10) consecutive days of rest;
- (2) On a daily basis, employees work eight (8) hours inclusive of a meal period of one-half ( $\frac{1}{2}$ ) hour.

Notwithstanding Clause 15.03, the Employer shall make every reasonable effort to provide a regular part-time employee with advance notice of an alteration in an employee's working schedule.

44.04 The Employer shall make every reasonable effort to provide a seasonal part-time employee with advance notice of an alteration in the employee's working schedule.

#### 44.05 **Overtime**

- (1) (a) A regular part-time employee is entitled to receive overtime compensation, in accordance with Article 16, when work has been authorized in advance by the Employer in excess of the regular full-time daily or weekly hours of work specified for the particular classification held by the part-time employee, and/or when work is authorized in advance 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. It is understood that the regular part-time employee may refuse to work any additional time beyond **their** schedule.
- (b) A seasonal part-time employee is entitled to receive overtime compensation when work has been authorized in advance by the Employer in excess of the normal daily or weekly hours of work performed by a full-time employee in the same classification and/or when work is authorized in advance by the Employer in excess of the same number of consecutive working days as a full-time employee in the same classification. The overtime compensation shall be paid at the rate of time and one-half ( $1\frac{1}{2}T$ ) for the first four (4) hours and double time (2T) thereafter. It is understood that the seasonal part-time employee may refuse to work any additional time beyond **their** schedule.

- (2) Notwithstanding paragraph (1) above, a regular part-time or seasonal 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 **their** is authorized in advance by the Employer to work in excess of thirty-seven and one-half (37½) regular hours per week or in excess of seven and one-half (7½) regular hours per day.
- (3)
  - (a) Regular part-time Education Consultants, Speech and Language Pathologists, Occupational Therapists, Physiotherapists, part-time Gadzoosdaa staff, and part-time employees engaged in the provision of clerical and secretarial support in the schools may, in lieu of receiving payment for working extra hours, elect to bank the equivalent as time off with pay to be liquidated by the employee during school breaks or holidays and Professional Development days, subject to operational requirements.
  - (b) In order to be eligible to bank extra hours as compensatory leave, the employee must agree to bank the time in lieu of payment prior to working the extra hours. Prior to taking vacation leave during the periods outlined in article 44.05(3)(a), leave earned under this article shall be utilized. Any outstanding compensatory leave earned under this article, but unused shall be paid out in accordance with article 16.06(4). Article 16.06(5) shall not apply to extra hours.

#### 44.06 **Designated Paid Holiday**

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

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

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

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

A regular part-time or seasonal part-time employee shall be paid for all hours worked on a designated paid holiday in accordance with Clause 16.05 of this Collective Agreement.

- (4) Designated paid holidays referred to in this Article are those contained in Article 20.

#### 44.07 **Call-back Pay**

- (1) A regular part-time or seasonal part-time Licensed Practical Nurse, Nursing Home Attendant, Recovery Unit Attendant or Compliance Officer shall be entitled to receive call-back pay in accordance with Article 18.01(1) and call-back pay on a day where the part-time employee would be entitled to receive overtime pay pursuant to Article

44.05(1), provided that the part-time employee has worked the same number of hours and the same number of consecutive days that a full-time employee works in the same classification.

- (2) A regular part-time or seasonal part-time employee, other than those mentioned in paragraph (1) above, shall be entitled to call-back pay in accordance with Article 18.01(1), provided the employee has worked the same number of hours and the same number of consecutive days as a full-time employee in the same classification.

44.08 **Part-time Emergency Medical Services shift work employees: Overtime and Call Back Pay**

- (1) Notwithstanding article 44.05, a regular part-time employee is entitled to receive overtime compensation, in accordance with article 16, when an employee has been authorized in advance by the Employer to work in excess of 12 hours on a daily basis, or in excess of a full-time employee's schedule where the schedule of work is calculated on other than a seven (7) day weekly basis, and/or when work is authorized in advance in excess of the same number of consecutive working days of the full-time employee. It is understood that the regular part-time employee may refuse to work any additional time beyond **their** schedule.
- (2) Notwithstanding article 44.07, a regular part-time employee is entitled to receive call-back pay in accordance with article 18.01(1) on a day where the part-time employee would be eligible to receive overtime pay pursuant to (1) above, provided the employee has worked at least twelve (12) hours on each of the preceding four (4) days in the biweekly pay period.

Note: The proration of credits and Yukon Bonus shall be administered in a manner consistent with the Employer's practice as of October 29, 1999.

44.09 **Vacation Leave**

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

44.10 **Sick and Special Leave Credits**

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

44.11 **Benefits for Part-time Employees who Job Share**

A part-time employee described under article 2.01(9)(b) will have **their** salary averaged for the purposes of ensuring full coverage of insured benefits (dental and extended health) and for pension contributions and paid holidays. For purposes of accruing leave credits under this agreement, a part-time employee will accrue credits on a pro rata basis for all hours worked except overtime hours. For the purposes of utilizing leave entitlements under this collective agreement, an employee will be granted leave based on the employee's regularly scheduled hours of work.



#### 44.12 **Yukon Bonus**

- (1) 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.
- (2) Effective January 1, 1995, subsection 44.12(3) shall be deemed to form part of the collective agreement as a result of legislated changes imposed by the Yukon Government.
- (3) A regular part-time employee shall be entitled to a prorated Yukon Bonus based on the regular hours worked of continuous service since their last qualifying date, or in the case of their initial Yukon Bonus, since the commencement of their employment.

NOTE: The automated provisions of the Yukon Bonus will come into effect on January 01, 2008.

#### 44.13 **Travel Bonus for Employees Outside of Whitehorse**

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

#### 44.14 **General**

- (1) Other than the provisions contained in Article 44, the terms and conditions of this Agreement apply to all regular part-time and seasonal part-time employees unless specifically provided otherwise.
- (2) For the purpose of this article, regular hours for a part-time employee means all hours worked up to the daily or weekly maximum provided for in the equivalent full-time position.

### **ARTICLE 45: APPRENTICES**

45.01 The following are agreed-upon terms and conditions of employment for regular and seasonal employees engaged as Apprentices by the Yukon Government:

- (1) The ***Apprentice Training Act*** and pursuant Regulations shall apply to all Apprentices employed by the Yukon Government.
- (2) Credit shall be granted for the first and second six month periods where Apprentices have completed the twenty (20) week Yukon College Course or equivalent course at a recognized Canadian Post-Secondary Institution for their particular Journeyman trade.
- (3) Apprentices working in Journeyman trades shall be paid in accordance with the percentages as specified in the Apprentice Training Regulations for the Journeyman trade in which they are engaged. Pay increases shall not be automatic but will be based upon the Apprentice's successful completion of the appropriate annual trade training course.
- (4) The Employer will pay the Apprentice while attending trade courses **their** current hourly rate of pay; however, the Apprentice will reimburse the Employer for any salary allowances received from the Federal Government or any other allowances in lieu of salary.

- (5) Subject to the **Public Service Act** and Regulations, and the pay restrictions noted above, Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Collective Agreement.
- (6) Where an Apprentice has been unable to complete the trade training course before the end of a period where **they** would qualify for a percentage increase in **their** hourly rate of pay, and subsequently completes the course successfully, **their** pay increase shall be retroactive to the end of that previous six-month period.
- (7) Where an Apprentice fails, after two attempts, to successfully complete a trade training course, a recommendation will be made to the Director of Apprenticeship Training to cancel **their** contract and the Apprentice may be terminated.

#### 45.02 **Heavy Equipment Operator Trainees**

The following are agreed-upon terms and conditions of employment for regular and seasonal employees engaged as Heavy Equipment Operator Trainees by the Yukon Government:

- (1) The total period of training shall not exceed two (2) consecutive years in duration from initial appointment into the training program.
- (2) Notwithstanding the provisions of subsection (1), at the discretion of the Employer, a further extension of time may be granted to a Heavy Equipment Operator Trainee, not to exceed six (6) months.
- (3) Heavy Equipment Operator Trainees shall be entitled to receive an hourly rate of pay for all regular hours of work, in accordance with the following schedule. The hourly rate of pay shall be calculated as a percentage of the hourly rate of pay specified in the Collective Agreement, for the Heavy Equipment Operator II class of employment.

#### **SCHEDULE**

Upon appointment to entry level	85%
Upon appointment to intermediate level	92%

- (4) At the discretion of the Employer, initial appointment of a regular or seasonal employee into the Heavy Equipment Operator training program may occur at the intermediate level proficiency rating.
- (5) Subject to the **Public Service Act** and Regulations, and the pay restrictions noted above, Heavy Equipment Operator Trainees shall be entitled to the benefits and terms and conditions of employment outlined in the current Collective Agreement.
- (6) Where a Heavy Equipment Operator Trainee fails to progress satisfactorily through the training program, or fails to attain a full working level proficiency rating upon completion of the training program, a recommendation may be made to terminate the Heavy Equipment Operator Trainee.

#### **ARTICLE 46: COMPETITION APPEAL PROCESS**

- 46.01 (1) Vacancies in the bargaining unit for a regular indeterminate or regular term position will be posted except for exemptions, **identified under Article 46.02**, and transfers. **Job postings** containing job title, classification and level, and salary along with a

summary of duties and qualifications will be posted on the Yukon Government employment website and will indicate whether the position will be filled by either open or restricted competition. The most meritorious candidates will be short-listed, interviewed and ranked against requirements for the position and merits of other candidates. From this group the Deputy Head or designate will recommend for appointment the most meritorious certified candidate.

Length of satisfactory service with the Employer will be considered in the determination of the successful candidate.

- (2) There shall be no conflict of interest between members of the selection panel and applicants for the competition. At a minimum, the Chairperson of the selection panel must have taken and successfully completed a selection skills course approved by the Public Service Commission.
- (3) Any bargaining unit candidate who is unsuccessful on the competition and who believes that **their** qualifications were not properly assessed may appeal provided the appeal is brought forward by the Union.
- (4) The appeal must be presented to the Corporate Human Resources and Diversity Services Branch of the Public Service Commission within five (5) working days of the date that the candidates were advised (either by email or verbally) of the decision, or when those who were not interviewed were advised they were unsuccessful.
- (5) The position(s) in dispute will remain vacant until the appeal has been resolved.
- (6) The appeal will be dealt with in the following manner:
  - (a) Level 1 – Informal Resolution
 

The Employer and Union will attempt to resolve the appeal through disclosure meetings. If the appeal is not resolved it will proceed to Arbitration.
  - (b) Level 2 – Arbitration
    - (i) The arbitrator will render **their** written reasoned decision within five (5) days of the end of the hearing date. The decision will be final and binding. A copy of the decision will be forwarded to the Union and the Employer.
    - (ii) The arbitrator shall have jurisdiction to decide whether the Employer has properly assessed the appellant's qualifications and whether the Employer has properly conducted the competition to assess fairly the relative merits of the appellant vis-à-vis those of the successful candidate. If **they determine** that it was not, then the arbitrator may direct that any portion of or the entire competition be redone. The arbitrator will not have the authority to appoint any person to a position in the public service.
    - (iii) The Employer will cover the cost of the salary/wages for the appellant. All other costs of presenting the appellant's case to the arbitrator will be borne by the Union. The Employer and the Union will share equally the cost of any arbitration hearing or other process including, but not limited

to, the arbitrator's fees, the arbitrator's travel costs, and the cost of facilities associated with a hearing.

- (iv) When an appeal is commenced pursuant to Article 46.01(3) or 46.03, the successful or proposed candidate shall have the right to attend, be represented at, and participate in, the appeal hearing without loss of regular pay.

46.02 The appeal process will not apply to:

- (1) appointment of target-group members made under the Employment Equity Program
- (2) appointment of employees requiring workplace accommodation
- (3) appointment of employees as part of a legal requirement by mutual agreement of the Union

46.03 **Eligibility List Appointments**

- (1) The Employer may establish an eligibility list from a competition and use the list to make further appointments for identical or similar positions. The establishment and duration of an eligibility list will be identified on the job posting. All certified candidates from the competition will be advised of their ranking on the eligibility list.
- (2) Appointments from an eligibility list into an identical position (same duties, status, level, location and department) cannot be appealed.
- (3) Any proposed appointments from an eligibility list into a similar position (majority of core functions and qualifications are similar, same or lower classification level) can be appealed.
  - (a) Proposed appointment from an eligibility list into a similar position will be posted on the Yukon Government employment website for 5 working days.
  - (b) No appointment will be made from an eligibility list into a similar position until the appeal has been resolved.

46.04 **Exemptions from Competition**

When the Public Service Commission proposes an appointment without competition and an employee feels **their** promotional opportunities have been prejudicially affected **they** may appeal provided the appeal is brought forward by the union to the Director, Corporate Human Resources and Diversity Services.

Corporate Human Resources and Diversity Services will assess the appellant's qualifications and if it is determined that the appellant's qualifications meet the essential qualifications required for the position, the exemption may be cancelled.

If it is determined that the appellant's qualifications do not meet the essential qualifications required for the position, the Union will be advised of the decision and may forward the appeal to arbitration, which will be dealt with in the manner outlined in 46.01(6)(b).

46.05 The Parties acknowledge **the commitment of** the Government of Yukon **to achieve employment equity within the public service, so that the public service is representative of the population it serves.** As a result, the **Parties** recognize that an

employee working for the Government of Yukon must be able to work and integrate **themselves** within a **diverse** environment. The **Parties** agree that the need to work and integrate within a **diverse** environment constitutes a reasonable qualification to the appointment of an employee to any position within the Government of Yukon.

**46.06 The Parties acknowledge Government of Yukon has legal obligations related to hiring pursuant to provision 22.4.0, Chapter 22 of the Yukon First Nation Final Agreement and related policy.**

#### **ARTICLE 47: PUBLIC SERVICE COMMISSION COURSES**

- 47.01 (1) The Employer and the Alliance recognize that one of the means of improving the quality of the services provided by the Employer is to provide opportunities for employees to acquire knowledge and skills relevant to this end. In seeking to meet this objective, the Public Service Commission offers courses which are intended to assist all persons working for the Government of Yukon in maintaining and improving their skills which are needed in the performance of their work duties, and to enhance career opportunities within the Government for any such person. Employees are encouraged to apply to attend such courses.
- (2) The Parties agree that information concerning the courses offered by the Public Service Commission will be communicated to employees in the bargaining unit in the following ways:
- (a) when the course calendar is prepared or updated, a list of the upcoming courses will be electronically accessible to all employees;
  - (b) the Employer will provide a paper version of the course calendar upon request;
  - (c) the Alliance will post the list of courses on its bulletin boards.
- (3) Employees who attend courses will be granted leave without loss of regular pay.
- (4) Subject to bona fide operational requirements an employee's request to attend a Public Service Commission course shall not be unreasonably denied. If denied, the employee shall be entitled, on request, to be apprised of the reasons for the denial.

#### **ARTICLE 48: CAREER DEVELOPMENT**

- 48.01 A regular employee may apply for leave to attend a career development activity for the purpose of maintaining and improving skills that are needed in the performance of the employee's work duties, and to enhance career opportunities within the Government.

In addition to the Public Service Commission Courses as set out in Article 47 of the collective agreement, career development activities shall include:

- (1) a course given by the Employer;
- (2) a course offered by a recognized academic institution;
- (3) a seminar, convention, or workshop in a specialized field directly related to the employee's work.

- 48.02 Upon application by a regular employee, the Employer may, at its discretion grant leave to attend a career development activity. Where the Employer denies a regular employee's application to attend a career development activity, the employee shall be entitled, on request, to be apprised of the reasons for the denial.
- 48.03 Regular employees on career development leave shall be reimbursed in accordance with the Employer's established policies and directives.

#### **ARTICLE 49: TECHNOLOGICAL CHANGE**

49.01 In this Article, "technological change" shall mean:

- (1) the introduction by the Employer into its work, undertaking or business of equipment or material of a different nature or kind than that previously used by the Employer; or
- (2) a change in the manner in which the Employer carries on its work, undertaking or business that is related to the introduction of that equipment or material.

If the Employer introduces a technological change that will directly result in the termination of any regular indeterminate employee:

- 49.02 (1) The Employer will provide one hundred and twenty (120) days advance written notice of the technological change to the Alliance. The notice shall describe the nature of the technological change, the proposed date on which it will take effect, and the number of regular indeterminate employees who will be terminated as a direct result of the technological change.
- (2) The Employer will, upon the request of the Alliance, meet with the Alliance as soon as possible after providing the above notice in order to discuss the technological change. If requested in writing by the Alliance, the Employer will provide the Alliance with a written description of the technological change, the purpose of the technological change, and the name of the regular indeterminate employees, if known, who will be terminated as a direct result of the technological change.
- (3) Whenever practical, a regular indeterminate employee whose job is eliminated by a technological change will be provided retraining as an alternative to termination when a vacancy exists and the employee can demonstrate an aptitude to meet the new job requirements within thirty (30) calendar days.

#### **ARTICLE 50: REGISTRATION OF REGISTERED NURSES AND NURSE PRACTITIONERS, LICENSING FEES FOR LICENSED PRACTICAL NURSES**

- 50.01 (1) An employee appointed to a position designated by the Employer as requiring a registered nurse must be registered with the Yukon Registered Nurses' Association.
- (2) Pending **their** registration pursuant to paragraph (1) above with the Yukon Registered Nurses' Association or other applicable entity in the Yukon, an employee may be appointed to a position requiring a registered nurse provided that the employee is registered with another recognized Provincial or Territorial Registered Nurses' Association or other applicable entity. However, if the employee does not become registered with the Yukon Association or other applicable entity in the Yukon within the required time period established for such registration, the Parties agree that the employee's employment with the Employer shall be terminated effective on the date the required time period expires.

- (3) The Employer shall pay the annual registration fee, when it becomes due and payable, to employees who are Registered Nurses **and Registered Nurse Practitioners**.
- (4) When it becomes due and payable, the Employer shall pay the annual territorial licensing fee to employees who are licensed practical nurses.

#### **ARTICLE 51: MILEAGE AND MEAL ALLOWANCES**

- 51.01 On April 1<sup>st</sup> of each year, the Employer shall adjust the mileage, meal, incidental, and private non-commercial accommodation allowances it provides to the levels paid by the Federal Government as of that same date.

#### **ARTICLE 52: RIGHT TO REFUSE TO CROSS A LEGAL PICKET LINE**

- 52.01 (1) Subject to paragraph (2) below, an employee covered by the Collective Agreement may refuse to cross a legal picket line. Any employee who refuses to cross a legal picket line shall be considered to be absent without pay.
- (2) The Parties agree that the designated services pursuant to paragraph (3) below must be maintained by employees of the Yukon Government. No employee who has been designated pursuant to paragraph (3) below shall have the right to refuse to cross a picket line.
- (3) The Parties agree that the positions listed in the Essential Services Agreement signed by the Parties on March 29, 1990 and any subsequent amendments shall be designated pursuant to paragraph (2) above. No employee filling such a designated position shall have the right to refuse to cross a picket line **they encounter** during **their** regularly scheduled shift or any overtime scheduled pursuant to Article 16.01. Such an employee shall be required to perform all the duties of **their** position.
- (4) An employee who refuses to cross a legal picket line pursuant to paragraph (1) above shall not be subject to disciplinary action by the Employer for such refusal.

#### **ARTICLE 53: AUXILIARY ON-CALLS**

##### **53.01 Vacation Entitlement**

- (1) (a) All on-call employees shall receive vacation pay at the rate of eight percent (8%) of regular salary in lieu of vacation leave credits.
- (b) In the fourth (4<sup>th</sup>) year of continuous service from the date of **their** initial hire, an on-call employee shall be entitled to receive vacation pay at the rate of ten percent (10%) of regular salary in lieu of vacation leave credits.
- (c) In the fifteenth (15<sup>th</sup>) year of continuous service from the date of **their** initial hire, an on-call employee shall be entitled to receive vacation pay at the rate of twelve percent (12%) of regular salary in lieu of vacation leave credits.
- (d) In the twenty-sixth (26<sup>th</sup>) year of continuous service from the date of **their** initial hire, an on-call employee shall be entitled to receive vacation pay at the rate of fourteen percent (14%) of regular salary in lieu of vacation leave credits.

- (e) "Regular salary" shall mean the on-call employee's base pay paid to **them** by the Employer, exclusive of premium payments, overtime and any other allowances or payments.
- (2) On-call employees shall be provided their vacation pay entitlement on a biweekly basis in accordance with article 17.02.
- (3) (a) As of April 1st of each year, an on-call employee shall be entitled to the following leave of absence without pay for vacation purposes to be taken during the fiscal year:

**Years of Continuous Service  
as of April 1st**

**Weeks of Leave of Absence**

In the first (1 <sup>st</sup> ) and subsequent years	four (4) weeks
In the fourth (4 <sup>th</sup> ) and subsequent years	five (5) weeks
In the fifteenth (15 <sup>th</sup> ) and subsequent years	six (6) weeks
In the twenty-sixth (26 <sup>th</sup> ) and subsequent years	seven (7) weeks

- (b) Subject to the operational requirements of the Employer, an on-call employee shall be entitled to take the leave of absence under paragraph (a) above after providing at least thirty (30) days advance notice in writing to **their** Supervisor. Requests for the leave of absence submitted with less than thirty (30) days' notice may be approved at the discretion of **their** Supervisor
- (c) The Employer shall not attempt to call the on-call employee to accept a work assignment during the period that the employee is on **their** leave of absence without pay for vacation purposes.
- (4) **Long Service Vacation Leave Benefits**
- (a) On the date an on-call employee completes the qualifying period of continuous service with the Yukon Government as set out in paragraph (b) below, **they** shall be entitled to receive an additional payment of vacation pay at the rate of two percent (2%) of the regular salary paid to the on-call employee by the Employer during the previous calendar year.
- (b) **Qualifying Periods of Continuous Service**
- An on-call employee shall be entitled to receive the additional payment of vacation pay as set out in paragraph (a) above after:
- completion of five (5) years of continuous service;
  - completion of ten (10) years of continuous service;
  - completion of fifteen (15) years of continuous service;
  - completion of twenty (20) years of continuous service;
  - completion of twenty-five (25) years of continuous service; and
  - completion of thirty (30) years of continuous service
- (5) On permanent release as defined in Article 53.07, an on-call employee or **their** Estate shall be paid for any vacation pay outstanding.



### 53.02 **Sick Leave**

The Employer may require an on-call employee to provide a medical certificate from a qualified practitioner of the employee's choice certifying that the employee is able to resume **their** job when the reason for the absence was an injury or a contagious disease.

### 53.03 **Injury On-Duty Leave**

An on-call employee shall be entitled to injury on-duty leave pursuant to Article 26.02 of the collective agreement, subject to the following conditions:

- (1) the quantum of leave to which the on-call on-call employee is entitled shall be based on and equal to the number of hours worked by the employee in the one-month period immediately preceding the injury;
- (2) should the on-call employee's Worker's compensation claim not be accepted, any pay received for such leave shall be considered a pay advance and shall be recovered by the Employer from any future monies owed the employee;
- (3) the provisions of Article 26.02 (2) & (3) shall not apply.

### 53.04 **Yukon Bonus**

- (1) There shall be an automatic Yukon Bonus travel benefit of \$2,242 from which income tax may or may not be deducted, at the on-call employee's option. Unless the employee provides written direction otherwise to the Public Service Commission, the Yukon Bonus will be paid as an untaxed benefit.
- (2) An on-call employee who is appointed on or after January 1, 1995, must complete an initial qualifying period of 3,900 regular hours of work of continuous service with the Yukon government before being eligible to be paid **their** first Yukon Bonus.
- (3) For each completed 1,950 regular hours of continuous service subsequent to **their** initial qualifying period of service, an on-call employee is entitled to a Yukon Bonus.

### 53.05 **Performance Review**

- (1) (a) An on-call employee shall have **their** job performance evaluated at the following times:
  - (i) prior to the completion of **their** probationary period;
  - (ii) in advance of the employee's entitlement date to a performance salary increment (by at least one hundred and twenty (120) regular hours of work or thirty (30) calendar days, whichever is applicable under paragraphs (2)(a) or (b) below); and
  - (iii) if not eligible for a performance salary increment under paragraph (3) below, after each eighteen hundred (1800) regular working hours of continuous employment or the expiry of twenty-four (24) months of continuous employment, whichever occurs the earliest.
- (b) During the on-call employee's probationary period, **their** immediate supervisor will, on an informal basis, advise the employee on the standard of **their** performance and conduct. If the supervisor perceives the probationary

employee's performance or conduct as being unsatisfactory, **they** shall advise the employee of the specific areas of concern, the standard of performance and/or conduct expected of the employee, and the method for improvement.

- (2) (a) Subject only to satisfactory conduct and performance, an on-call employee, whose rate of pay is in a salary range, shall receive a performance salary increment pursuant to sub-paragraph (c) below in the following circumstances, whichever occurs the earliest:
    - (i) after working eighteen hundred (1800) regular hours of work of continuous employment in the same position; or
    - (ii) after the expiry of twenty-four (24) months of continuous employment from the appointment to **their** position; or
  - (b) Subject only to satisfactory conduct and performance, an on-call employee, whose rate of pay is in a salary range, shall be entitled to receive further performance salary increments pursuant to sub-paragraph (c) below in the following circumstances, whichever occurs the earliest:
    - (i) after working eighteen hundred (1800) regular hours of work of continuous employment in the same position since the date of entitlement of the previous performance salary increment; or
    - (ii) after the expiry of twenty-four (24) months of continuous employment from the date of entitlement of the previous performance salary increment; or
  - (c) The rate of pay for an on-call employee who is entitled to receive a performance salary increment pursuant to sub-paragraph (a) or (b) above shall be increased by four percent (4%), subject to the following:
    - (i) where the application of the performance salary increment would exceed the maximum of the salary range for the position, the employee shall only receive the maximum rate of pay in the salary range;
    - (ii) where an employee is already receiving the maximum rate of pay in the salary range, **they** shall not be entitled to receive a performance salary increment.
- (3) Where the Employer determines not to grant the performance salary increment to an on-call employee, the Employer shall notify the employee in person or by registered mail at least one hundred and twenty (120) regular hours of work or thirty (30) calendar days, whichever is applicable, in advance of the employee's entitlement date pursuant to sub-paragraph (2)(a) or (b) above. The notification will advise the on-call employee of the specific areas of **their** performance or conduct which the Employer evaluates as unsatisfactory, the reasons why, the standard of performance and/or conduct expected of the employee, and the method for improvement. The notification will also advise the employee that **their** immediate supervisor will arrange a meeting with the employee, within five hundred (500) regular hours of continuous employment worked by the employee in the same position after the employee received the notification, in order to review the employee's standard of performance

and/or conduct, unless the supervisor or the employee is unavailable as a result of being on an approved leave.

- (4) Where the Employer withholds a performance salary increment under paragraph (3) above, the Employer may grant the increment on any subsequent first day of a month up to six (6) months or one thousand (1000) regular working hours after the date of entitlement for which the performance salary increment had been withheld.
- (5) When, as a result of a formal review of an on-call employee's job performance, a written document is placed on **their** 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. Upon request, the on-call employee shall receive a copy of **their** performance evaluation review.
- (6) The Employer will provide a space on the performance review document for the employee to make written comments pertaining to **their** assessment.

53.06 An on-call employee who is appointed to a position, or whose position is reclassified, having a maximum rate of pay which is the same or lower than the maximum rate of pay of **their** former position shall have **their** date of entitlement for a salary increment, pursuant to Article 53.05(2)(a) or (b), remain unchanged.

#### 53.07 **Permanent Release**

Subject to the provisions of this Agreement and the adjudication provisions of the **Public Service Act**, as may be amended from time-to-time, an on-call employee shall be considered to have been permanently released from **their** employment with the Employer in the event that:

- (1) **they are** rejected while on probation;
- (2) **they are** terminated for just cause;
- (3) **they** voluntarily terminate or resigns from **their** employment;
- (4) **they are** declared to have abandoned **their** position under Section 116 of the **Public Service Act**, as may be amended from time-to-time; or
- (5) **they have** not actively worked for the Employer in **their** on-call position for a period of twelve (12) months.

#### 53.08 **Severance Pay**

##### (1) **Permanent Release – Inactivity**

An on-call employee who has worked 1950 regular hours of work of continuous employment and who is permanently released pursuant to Article 53.07(5) is entitled to be paid severance pay at the time of permanent release.

- (2) In the case of an on-call employee who is permanently released pursuant to Article 53.07(5) for the first time, the amount of severance pay shall be eight (8) days pay for the first, and four (4) days pay for each succeeding, completed 1950 regular hours of work of continuous employment, but the total amount of severance pay which may be paid under this clause shall not exceed one hundred and twenty (120) days pay.

- (3) In the case of an on-call employee who is permanently released pursuant to Article 53.07(5) for a second or subsequent time, the amount of severance pay shall be four (4) days pay for each completed 1950 regular hours of work of continuous employment, less any period in respect of which **they were** granted severance pay, but the total amount of severance pay which may be paid under this clause shall not exceed one hundred and sixteen (116) days pay.
- (4) In no case shall the total amount of severance pay exceed one hundred and twenty (120) days pay, regardless of the number of times an on-call employee is permanently released pursuant to Article 53.07(5).
- (5) **Resignation:**  
  
Subject to paragraph (6) below, an on-call employee who has worked 9750 or more regular hours of work of continuous employment is entitled to be paid on resignation from the Public Service severance pay equal to two (2) days pay for each completed 1950 regular hours of work of continuous employment to a maximum of fifty-six (56) days pay, less any period in respect of which **they were** granted severance pay.
- (6) **Retirement:**  
  
On termination of employment, except for termination for just cause, an on-call employee who is entitled to an immediate annuity or an immediate annual allowance under the **Public Service Superannuation Act** shall be paid severance pay equal to four (4) days pay for each completed 1950 regular hours of work of continuous employment, less any period in respect of which **they were** granted severance pay.
- (7) **Rejection on Probation :**  
  
On rejection on probation from a different position during **their** continuous employment than the one to which an on-call employee was initially appointed, when the on-call employee has worked more than 1950 regular hours of work of continuous employment and ceases to be employed by reason of rejection during a probationary period, the employee shall be entitled to four (4) days pay for each completed 1950 regular hours of work of continuous employment with a maximum of one hundred and sixteen (116) days pay.
- (8) Notwithstanding the above provisions, a full-time employee who takes a part-time position within two (2) years of **their** retirement date shall receive full-time severance on retirement for that period.

#### 53.09 **Cash Gratuity**

Regardless of any other benefits payable, if an on-call employee dies, there shall be paid to **their** spouse or to such other person as the Commissioner determines, an amount equal to four (4) days pay for each completed 1950 regular hours of work of continuous employment to a maximum of one hundred and twenty (120) days pay, less any period in respect of which **they were** granted severance pay.

#### 53.10 **Full-Time Reinforcements**

This Article is established to create full-time Reinforcement Positions in identified worksites. The purpose of creating Reinforcement positions is to decrease excessive hours of work for

Auxiliary On-Call employees and provide a fixed number of current Auxiliary On-Call employees with guaranteed full-time hours of work. The provisions pertaining to Auxiliary On-Call employees shall continue to apply to employees in Reinforcement positions and employees in Reinforcement positions shall also benefit from the following articles for the provision of leave and benefits:

**Article 16.06 Compensatory Leave in Lieu of Overtime Payment**

Article 23	Annual leave
Article 24	Special leave
Article 25	Sick leave
Article 40	Health
Article 41	Dental

Articles 53.01 and 55.01 shall not apply to Reinforcement workers. Reinforcement workers shall participate in the Superannuation Plan.

**The positions that are eligible for the Reinforcement Program are the following:**

Corrections Officer (3)  
**Registered Nurse (Long Term Care) (2)**  
**Licensed Practical Nurse (Long Term Care) (14)**  
**Nursing Home Attendant (Long Term Care) (12)**  
**Domestic Aide (Long Term Care) (2)**  
**Dietary Aide (Long Term Care) (2)**  
**Cook (Long Term Care) (1)**  
**Therapy Assistant (Long Term Care) (2)**  
**Home Support Worker (Home Care) (8)**  
**Licensed Practical Nurse (Home Care) (2)**  
**Security Guard (Airport) (4)**  
**TOTAL: 52**

During the life of the Collective Agreement, the Employer shall establish Reinforcement positions, subject to the approval of the Public Service Commission, in the above noted jobs to the maximum number indicated. No existing indeterminate full-time position may be converted to a Reinforcement position, and it is agreed that the Employer will make every reasonable effort to fill vacant full-time indeterminate positions before creating a new Reinforcement position.

The terms and conditions of the **Reinforcement Program** are as follows:

- (1) A Reinforcement worker shall be scheduled to work the full-time equivalent of their job classification (1950 or 2080 hours, as the case may be).
- (2) A Reinforcement worker must be scheduled to work for **one hundred and fifty** (150) hours or **one hundred and sixty** (160) hours, as the case may be, in every four (4) week period, but the scheduling and location of such work shall be entirely at the discretion of the Employer.

- (3) A Reinforcement worker shall be given at least **eighteen** (18) hours notice of impending or changed shifts and work location, and must make themselves available for such work, as required by the Employer.
- (4) A Reinforcement worker shall be paid overtime in accordance with article 16.09 of the Collective Agreement. However, in the case of auxiliaries whose hours are averaged on the same basis as those of full-time employees, the threshold for calculating overtime shall be the same as that for the full-time employees.
- (5) A Reinforcement worker shall be given a minimum of two **(2)** consecutive days off in every fourteen **(14)** day period.
- (6) Staffing of Reinforcement positions shall be by competition, initially limited to the existing pool of Auxiliary On-Call employees. Successful candidates shall be removed from the rotational roster applicable to Auxiliary On-Call employees in the position for which they are hired. If there are no internal applicants, the Employer may recruit for the Reinforcement positions through open competition after giving the Union a reasonable opportunity to consult with their auxiliary pool members.
- (7)
  - (a) The **Reinforcement** Program shall be reviewed and assessed every **six** (6) months by the existing On Call Hours of Work Committee, and the Union shall be provided with current statistics listing the number of hours worked by Auxiliary On-Call employees, by department, name and job title, on a quarterly basis.
  - (b) **In the event the reinforcement provision extends beyond a period of two (2) years, the position(s) will be reviewed through the process in LOU S.**
- (8) The **Reinforcement** Program may be cancelled, in whole or in part, by either Party by serving three (3) months' notice in writing of their desire to do so. In the event of a cancellation, Reinforcement workers shall be returned to their substantive auxiliary position at the expiration of the three (3) month notice period. Annual or comp leave earned but unused shall be paid out to the employees at that time.
- (9) The provisions of article 56.01 shall apply to Reinforcement workers.
- (10) **A Reinforcement worker may work in various locations within their headquarters, in varying units and working a variety of shifts based on operational requirements, with the flexibility to cover short term absences.**
- (11) **A Reinforcement worker may not be pre-scheduled for all shifts and, at the Employer's discretion, may be pre-scheduled for pre-approved staff absences with the remainder of their schedule being short term program needs.**

## **ARTICLE 54: SEASONAL AUXILIARY EMPLOYEES**

### **54.01 Vacation Entitlement**

- (1) (a) All seasonal employees shall receive vacation pay at the rate of eight percent (8%) of regular salary in lieu of vacation leave credits.
- (b) In the fourth (4<sup>th</sup>) year of continuous service from the date of **their** initial hire, a seasonal employee shall be entitled to receive vacation pay at the rate of ten percent (10%) of regular salary in lieu of vacation leave credits.
- (c) In the fifteenth (15<sup>th</sup>) year of continuous service from the date of **their** initial hire, a seasonal employee shall be entitled to receive vacation pay at the rate of twelve percent (12%) of regular salary in lieu of vacation leave credits.
- (d) In the twenty-sixth (26<sup>th</sup>) year of continuous service from the date of **their** initial hire, a seasonal employee shall be entitled to receive vacation pay at the rate of fourteen percent (14%) of regular salary in lieu of vacation leave credits.
- (e) "Regular salary" shall mean the seasonal employee's base pay paid to **them** by the Employer, exclusive of premium payments, overtime and any other allowances or payments.
- (2) Seasonal employees shall be provided their vacation pay entitlement on a biweekly basis in accordance with article 17.02.

### **(3) Long Service Vacation Leave Benefits**

- (a) On the date a seasonal employee completes the qualifying period of continuous service with the Yukon Government as set out in paragraph (b) below, **they** shall be entitled to receive an additional payment of vacation pay at the rate of two percent (2%) of the regular salary paid to the auxiliary employee by the Employer during the previous calendar year.

#### **(b) Qualifying Periods of Continuous Service**

A seasonal employee shall be entitled to receive the additional payment of vacation pay as set out in paragraph (a) above after:

- completion of five (5) years of continuous service;
- completion of ten (10) years of continuous service;
- completion of fifteen (15) years of continuous service;
- completion of twenty (20) years of continuous service;
- completion of twenty-five (25) years of continuous service; and
- completion of thirty (30) years of continuous service

- (4) On permanent release as defined in Article 54.11, a seasonal employee or **their** Estate shall be paid for any vacation pay outstanding.

### **54.02 Special Leave**

- (1) (a) Prior to completing five (5) years of continuous service with the Yukon Government, a seasonal employee shall be credited with four (4) days special

leave credits upon the commencement of the employee's seasonal work assignment.

- (b) The four (4) days special leave credits may only be used by the seasonal employee during the seasonal work assignment, and cannot be carried over from one season to another.
- (c) The four (4) days special leave credits shall be available to be used by the seasonal employee only in the circumstances stipulated in Article 24.03.
- (d) Article 24.04 shall be applicable to paragraph (c) above.
- (2) (a) At the commencement of the seasonal employee's next seasonal work assignment after the completion of five (5) years of continuous service with the Yukon Government, the provisions of Article 24 shall be applicable, subject to paragraph (b) below.
- (b) Article 24.01(1) of this Agreement shall be replaced with the following provision:
  - (i) A seasonal employee, other than an employee who is on retiring leave pursuant to Article 25.04(1), shall be credited with special leave credits on a pro-rata basis equivalent to the number of regular hours required to be worked by the seasonal employee in **their** specific period of seasonal employment pursuant to Article 54.12(3)(a) as a proportion of the number of regular hours which would be expected to be performed by a regular full-time employee in the same classification, up to a maximum of thirty (30) days special leave credit.
  - (ii) If the pro-ration of the special leave credits in paragraph (i) above results in a fraction of an hour, the Parties agree that any fraction of 0.5 or less shall be rounded downwards, while any fraction greater than 0.5 shall be rounded upwards.

#### 54.03 **Sick Leave**

- (1) (a) Prior to completing three (3) years of continuous service with the Yukon Government, a seasonal employee shall, upon the commencement of the employee's seasonal work assignment, be credited with sick leave credits pursuant to paragraph (b) below.
- (b) A seasonal employee shall be credited with the following sick leave credits based on the employee's specific period of seasonal employment (pursuant to Article 54.12(3)(a)).

#### **Length of Seasonal Employment**

#### **Amount of Sick Leave Credits**

More than three (3) months up to six (6) continuous months

three (3) days

More than six (6) months but less than ten (10) continuous months

six (6) days

- (c) The sick leave credits may only be used by the employee during the seasonal work assignment, and cannot be carried over from one season to another.



- (d) At the time of a seasonal employee's temporary or early release pursuant to Article 54.10(1), or commencement of off-duty status under Article 54.08(2), the employee shall be entitled to receive from the Employer a payment equal to one-half ( $\frac{1}{2}$ ) of the number of days of the employee's unused sick leave credits.
  - (e) A seasonal employee who is unable to perform **their** duties because of illness, injury or quarantine may be granted sick leave with pay up to the maximum of the employee's unused sick leave credits.
  - (f) Articles 25.02(5) and (6), and 25.03 shall be applicable to paragraph (e) above. With regard to Article 25.02(5), the Parties agree that the words "in the twelve (12) month period prior to the leave being applied for" shall be replaced with "in the twelve (12) month period prior to the date in the current season on which the leave is applied for".
  - (g) The Employer may require a seasonal employee to provide a medical certificate from a qualified practitioner of the employee's choice certifying that the employee is able to resume **their** job when the reason for the absence was an injury or a contagious disease.
- (2) (a) At the commencement of the seasonal employee's next seasonal work assignment after the completion of three (3) years of continuous service with the Yukon Government, the provisions of Article 25 shall be applicable, subject to paragraph (b) below.
- (b) (i) The words "from one year to the next" in Article 25.01(3) shall be replaced with "from one season to the next".
  - (ii) The word "terminated" in Article 25.02(3) shall be replaced with "permanently released", as defined in Article 54.11.
  - (iii) The words ""in the twelve (12) month period prior to the leave being applied for" in Article 25.02(5) shall be replaced with "in the twelve (12) month period prior to the date in the current season on which the leave is applied for."
  - (iv) The words "in excess of five (5) years" in Article 25.04(2) shall be replaced with "in excess of eight (8) years".
  - (v) The words "terminated", "termination" and "terminates" in Articles 25.04(2) and (4) shall be replaced with "permanently released",
  - (vi) "**their** permanent release" and "permanently releases" respectively, as defined in Article 54.11.

#### 54.04 **Yukon Bonus**

- (1) There shall be an automatic Yukon Bonus travel benefit of \$2,242 from which income tax may or may not be deducted, at the seasonal employee's option. Unless the employee provides written direction otherwise to the Public Service Commission, the Yukon Bonus will be paid as an untaxed benefit.

- (2) An seasonal employee who is appointed on or after January 1, 1995, must complete an initial qualifying period of 3,900 regular hours of work of continuous service with the Yukon government before being eligible to be paid **their** first Yukon Bonus.
- (3) For each completed 1,950 regular hours of continuous service subsequent to **their** initial qualifying period of service, a seasonal employee is entitled to a Yukon Bonus.

54.05 **Travel Bonus for Seasonal Employees Outside of Whitehorse**

- (1) (a) All seasonal employees, whose headquarters area is outside the City of Whitehorse, shall be entitled to earn, pursuant to paragraph (b) below, the following Travel Bonus Credits:

<b><u>Employees' Headquarters Area</u></b>	<b><u>Travel Bonus Credits</u></b>
Carcross and Tagish Teslin Carmacks Haines Junction	One and one-half (1½) days
All Others	Two (2) days

- (b) A seasonal employee shall be entitled to receive the applicable Travel Bonus Credits set out in paragraph (a) above after each completed five hundred (500) regular hours of work during the particular seasonal work assignment, to a maximum of two (2) entitlements to such Credits per season.
  - (c) Subject to operational requirements, a seasonal employee shall be granted **their** earned Travel Bonus Credits by completing the appropriate Leave Request Form.
  - (d) Travel Bonus Credits shall not be carried over from one season to another. Any earned but unused Travel Bonus Credits at the end of the season shall be paid to the employee by the Employer.
- (2) (a) A seasonal employee, whose headquarters area is outside of the City of Whitehorse, shall be entitled to submit a claim once per season, after having completed five hundred (500) regular hours of work during the particular seasonal work assignment, to recover the cost of one (1) round trip to Whitehorse at the mileage rate paid to an employee in accordance with the Employer's current Travel Directive.
  - (b) "Current" means the mileage rate in effect on the date the seasonal employee submits **their** claim, and the "round-trip" shall be based on the official road mileage distance from the seasonal employee's community to Whitehorse and return.
  - (c) A seasonal employee resident in Old Crow shall be entitled to submit a claim once per season, provided the employee is eligible under paragraph (a) above, equivalent to the cost of one (1) economy return air fare from Old Crow to Whitehorse for the employee, **their** spouse and one child.

54.06 **Performance Review**

- (1) (a) A seasonal employee shall have **their** job performance evaluated at the following times:
    - (i) prior to the completion of **their** probationary period;
    - (ii) at the end of each season of employment; and
    - (iii) in advance of the employee's entitlement date to a performance salary increment under paragraphs (2)(a)(i) or (2)(b)(i) (by at least one hundred and twenty (120) regular hours of work).
  - (b) In regard to sub-paragraph (1)(a)(iii) above, the job performance evaluation shall be conducted by the seasonal employee's immediate supervisor. However, if the employee's immediate supervisor has not supervised **their** work for at least nine hundred (900) regular hours of work of continuous employment in the same position prior to the time that the job performance evaluation is completed, then the Employer will make a reasonable effort to have the seasonal employee's past immediate supervisor, if still employed with the Government of Yukon, conduct the job performance evaluation for that period of time that the employee was under **their** supervision.
  - (c) During the seasonal employee's probationary period, **their** immediate supervisor will, on an informal basis, advise the employee on the standard of **their** performance and conduct. If the supervisor perceives the probationary employee's performance or conduct as being unsatisfactory, **they** shall advise the employee of the specific areas of concern, the standard of performance and/or conduct expected of the employee, and the method for improvement.
- (2) (a) Subject only to satisfactory conduct and performance, a seasonal employee, whose rate of pay is in a salary range, shall receive a performance salary increment pursuant to sub-paragraph (c) below in the following circumstances, whichever occurs the earliest:
    - (i) after working eighteen hundred (1800) regular hours of work of continuous employment in the same position; or
    - (ii) at the commencement of the employee's third consecutive season of continuous employment in the same position.
  - (b) Subject only to satisfactory conduct and performance, a seasonal employee, whose rate of pay is in a salary range, shall be entitled to receive further performance salary increments pursuant to sub-paragraph (c) below in the following circumstances, whichever occurs the earliest:
    - (i) after working eighteen hundred (1800) regular hours of work of continuous employment in the same position since the date of entitlement of the previous performance salary increment; or
    - (ii) at the commencement of the employee's third consecutive season of continuous employment in the same position from the date of the previous performance salary increment, including the season in which **they** received the previous performance salary increment provided

the increment was not received within ten (10) weeks of the expiration date of the employee's seasonal work assignment.

- (c) The rate of pay for a seasonal employee who is entitled to receive a performance salary increment pursuant to sub-paragraph (a) or (b) above shall be increased by four percent (4%), subject to the following:
  - (i) where the application of the performance salary increment would exceed the maximum of the salary range for the position, the employee shall only receive the maximum rate of pay in the salary range;
  - (ii) where an employee is already receiving the maximum rate of pay in the salary range, **they** shall not be entitled to receive a performance salary increment.
- (3) Where the Employer determines not to grant the performance salary increment to a seasonal employee, the Employer shall notify the employee in person or by registered mail at least one hundred and twenty (120) regular hours of work or thirty (30) calendar days, whichever is applicable, in advance of the employee's entitlement date pursuant to sub-paragraph (2)(a) or (b) above. The notification will advise the auxiliary employee of the specific areas of **their** performance or conduct which the Employer evaluates as unsatisfactory, the reasons why, the standard of performance and/or conduct expected of the employee, and the method for improvement. The notification will also advise the employee that **their** immediate supervisor will arrange a meeting with the employee, within five hundred (500) regular hours of continuous employment worked by the employee in the same position after the employee received the notification, in order to review the employee's standard of performance and/or conduct, unless the supervisor or the employee is unavailable as a result of being on an approved leave.
- (4) Where the Employer withholds a performance salary increment under paragraph (3) above, the Employer may grant the increment on any subsequent first day of a month up to six (6) months or one thousand (1000) regular working hours after the date of entitlement for which the performance salary increment had been withheld.
- (5) When, as a result of a formal review of a seasonal employee's job performance, a written document is placed on **their** 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. Upon request, the seasonal employee shall receive a copy of **their** performance evaluation review.
- (6) The Employer will provide a space on the performance review document for the employee to make written comments pertaining to **their** assessment.

54.07 A seasonal employee who is appointed to a position, or whose position is reclassified, having a maximum rate of pay which is the same or lower than the maximum rate of pay of **their** former position shall have **their** date of entitlement for a salary increment, pursuant to Article 54.06(2)(a) or (b), remain unchanged.

#### 54.08 **On-Duty and Off-Duty Status**

- (1) A seasonal employee shall be considered to be on "on-duty" status when actively employed by the Employer in a seasonal position, including any extension periods.

- (2) A seasonal employee shall be considered to be on "off-duty" status when, due to early-release or end-of-season, **they have** completed a seasonal work assignment and **have** not begun the subsequent seasonal work assignment.

#### 54.09 **Extension of a Seasonal Employee**

The on-duty period may be extended by mutual agreement between an on-duty seasonal employee and the Employer in which case, prior to the previously-scheduled end-date, the Employer will issue an amended Notice of Recall indicating the newly scheduled end date.

#### 54.10 **Temporary or Early-Release of a Seasonal Employee**

- (1) An on-duty seasonal employee shall be considered to be temporary or early-released from **their** seasonal assignment in the event that **their** on-duty period is terminated by the Employer prior to the scheduled end-date because of a shortage of work, abolition of the position, changes in the organization of the department or insufficient appropriated funds.
- (2) Prior to temporary or early-release, the Employer shall give notice to the employee, in writing, of the temporary or early-release date and including the reason(s) for the temporary or early-release.
- (3) Pursuant to (2), above, the notice period to be given shall be:
  - (a) for a seasonal employee who is scheduled to be on-duty for more than three (3) months but less than six (6) months the employee is entitled to two (2) weeks notice or two (2) weeks salary and vacation pay at the applicable rate set out in Article 54.01.
  - (b) for a seasonal employee who is scheduled to be on-duty for six (6) months or more but less than ten (10) months the employee is entitled to four (4) weeks notice or four (4) weeks salary and vacation pay at the applicable rate set out in Article 54.01.

#### 54.11 **Permanent Release**

Subject to the provisions of this Agreement and the adjudication provisions of the **Public Service Act**, as may be amended from time-to-time, a seasonal employee shall be considered to have been permanently released from **their** employment with the Employer in the event that:

- (1) **they are** rejected while on probation;
- (2) **they are** terminated for just cause;
- (3) **they** voluntarily terminate or resign from their employment;
- (4) **they are** declared to have abandoned **their** position under Section 116 of the **Public Service Act**, as may be amended from time-to-time.

#### 54.12 **Notice of Recall**

- (1) "Recall" shall be defined as meaning the recall of a seasonal employee to the same position in the same department and branch in the same location or mobile crew into which the employee was hired or permanently transferred.

- (2) Subject to paragraph (3) below, a seasonal employee shall be entitled to be recalled within twelve (12) months from the date on which **they** went off-duty.
- (3)
  - (a) At least one month prior to **their** seasonal assignment commencement date, the Employer shall issue a Notice of Recall to advise the seasonal employee in writing of the specific period of employment of **their** seasonal work assignment, including the date on which **they** must report to work and the scheduled end-date.
  - (b) If the employee does not report to work on the date indicated in the Notice of Recall, the employee may be deemed to have waived **their** entitlement for recall, and may be considered as having voluntarily terminated **their** employment pursuant to Article 54.11, unless the employee has a reasonable justification which shall be communicated, in writing when possible, to the Employer within fourteen (14) calendar days of receiving the Notice of Recall.
- (4) It is the responsibility of the seasonal employee to ensure that the Employer is at all relevant times aware of the employee's current contact information.

#### 54.13 **Additional Payment**

A seasonal employee who is on-duty in the same position for a continuous period in excess of ten (10) consecutive months shall be provided with an additional payment of three (3) months salary and vacation pay at the applicable rate set out in Article 54.01.

If applicable, a seasonal part-time employee shall be provided with the additional payment on a pro-rata basis equivalent to the average number of regular hours worked per month by the part-time employee during the ten (10) consecutive month period as a proportion of the number of regular hours which would be required to be performed per month by a full-time employee in the same classification.

#### 54.14 **Severance Pay**

##### (1) **Resignation:**

Subject to paragraph (2) below, a seasonal employee who has worked 9750 or more regular hours of work of continuous employment is entitled to be paid on resignation from the Public Service severance pay equal to two (2) days pay for each completed 1950 regular hours of work of continuous employment to a maximum of fifty-six (56) days pay, less any period in respect of which **they were** granted severance pay.

##### (2) **Retirement:**

On termination of employment, except for termination for just cause, a seasonal employee who is entitled to an immediate annuity or an immediate annual allowance under the **Public Service Superannuation Act** shall be paid severance pay equal to four (4) days pay for each completed 1950 regular hours of work of continuous employment, less any period in respect of which **they were** granted severance pay.

##### (3) **Rejection on Probation :**

On rejection on probation from a different position during **their** continuous employment than the one to which a seasonal employee was initially appointed,

when the auxiliary employee has worked more than 1950 regular hours of work of continuous employment and ceases to be employed by reason of rejection during a probationary period, the employee shall be entitled to four (4) days pay for each completed 1950 regular hours of work of continuous employment with a maximum of one hundred and sixteen (116) days pay.

- (4) Notwithstanding the above provisions, a full-time employee who takes a part-time position within two (2) years of **their** retirement date shall receive full-time severance on retirement for that period.

#### 54.15 **Cash Gratuity**

Regardless of any other benefits payable, if a seasonal employee dies, there shall be paid to **their** spouse or to such other person as the Commissioner determines, an amount equal to four (4) days pay for each completed 1950 regular hours of work of continuous employment to a maximum of one hundred and twenty (120) days pay, less any period in respect of which **they were** granted severance pay.

#### 54.16 **Access to In-Service Competitions**

A seasonal employee shall be entitled for a period of twelve (12) months from the date **they** went off-duty to enter any in-service competition for which **they** would have been eligible had **they** not been off-duty.

### **ARTICLE 55: PREMIUM PAYMENT TO ON-CALL EMPLOYEES**

- 55.01 (1) An on-call employee shall be paid two dollars (\$2.00) per regular hour worked in lieu of all health and welfare benefits and leave entitlements otherwise provided to seasonal employees.
- (2) On-call employees shall be provided their outstanding health and welfare premium under paragraph (1) above at the following times:
  - (a) Earned as of the last completed pay period before March 31 and September 30 of each year. (Every reasonable effort will be made by the Employer to provide the premium on the second scheduled pay day after March 31 and September 30 respectively.)
  - (b) At the time of permanent release under Article 53.07.

### **ARTICLE 56: CHANGE IN EMPLOYMENT STATUS**

- 56.01 (1) In the event that an auxiliary employee is appointed to a regular position in the bargaining unit without any break in **their** continuous employment with the Employer, then the employee shall be entitled to be credited with:
  - (a) **their** length of continuous employment with the Employer as an auxiliary employee; and
  - (b) any applicable accrued, unused and unpaid credits which **they** may have earned as an auxiliary employee.
- (2) In the event that a regular employee is appointed to an auxiliary position in the bargaining unit without any break in **their** continuous employment with the Employer, then the employee shall be entitled to be credited with:

- (a) **their** length of continuous employment with the Employer as a regular employee; and
- (b) any applicable accrued, unused and unpaid credits which **they** may have earned as a regular employee.
- (c) Notwithstanding (b) above, an employee who changes from regular to auxiliary status shall have any vacation, long service vacation, compensatory leave and/or travel bonus credits earned but unused during the employee's regular employment paid out to the employee at the employee's hourly rate of pay prior to making the change in employment status.

#### **ARTICLE 57: DUTY TO ACCOMMODATE**

**57.01** The Employer recognizes that workplace accommodation enables employees with injuries or illnesses or disabilities to be productive members of the public service benefiting both the Yukon Government and the employee, and is committed to upholding the duty to accommodate the needs of employees with disabilities pursuant to the *Yukon Human Rights Act*. It is the responsibility of the Employer, the employee needing accommodation, and the Union when requested by the employee, to work together towards the goal of reaching a reasonable accommodation.

#### **ARTICLE 58: DURATION, RENEWAL AND RE-OPENER OF AGREEMENT**

- 58.01 This collective agreement will be renewed for the term January 1, 2019 to December 31, 2021. The date of ratification by the Parties is July 22, 2019.
- 58.02 All changes in the new agreement shall be adjusted retroactively unless specified herein.
- 58.03 An employee (or in the case of death, the estate of a former employee) who has died in service, been laid off or retired from Yukon Government since December 31, 2015 shall receive the full retroactivity of any increases in wages, salaries or other perquisites.
- 58.04 **Within four (4) months of the expiry of this Agreement, either Party may serve notice to the other Party of its desire to amend this Agreement. This Agreement shall remain in effect after the expiration date until a new Agreement is signed.**

#### **Members of the Bargaining Teams:**

##### **Yukon Government**

Gary Adams  
 Bobbi-Jo Schwantz  
 Melanie Harris  
 Sharon Specht  
 Debbi Huff  
 Stephanie Boyle  
 Kerri Scholz  
 Ashley Galbraith  
 Desiree Hombert  
 Michael Hancock

##### **PSAC Bargaining Team**

Steve Geick  
 Roberta Wurtak  
 Sharon Kroeker  
 Ann-Marie Paquet  
 Ryan Hannah  
 Kent Winterbottom  
 Tom Luxemburger  
 Paul Johnston  
 Jansen Labonde  
 Erna Post



**HOURS OF WORK****APPENDIX "A"**

Employees, as designated below, work Monday to Friday, eight (8) consecutive hours per day and forty (40) hours per week, exclusive of a paid meal period:

Administrative Assistant/Labourer  
**Airport Electrician**  
 Airport Supervisor  
 Automotive Mechanic  
 Automotive Mechanic Foreperson  
**Bilingual Custodial Worker, Evening**  
**Bilingual Senior Custodial Worker**  
**Building Maintenance Engineer**  
 Building Maintenance Worker  
 Carpenter  
**Cleaning Attendant**  
**Cleaning Leadhand**  
**Cleaning Program Supervisor**  
 Crew Foreperson  
 Custodial/Assistant Supervisor  
 Custodial Evening Worker  
 Custodial Worker  
 Custodial Worker/Asst Supervisor  
 Electrician  
 Equipment Maintenance Planner  
**Foreperson, Building Engineers**  
 Grounds Foreperson  
 Heavy Equipment Mechanic  
 Heavy Equipment Mechanic Foreperson  
 Heavy Equipment Operator  
 Highway Maintenance Leadhand  
 HVAC/Refrigeration Mechanic  
 Industrial Mechanic  
 Labourer  
 Night Custodial Worker Asst Supervisor  
 Oil Burner Mechanic  
 Outdoor Power Equipment Technician  
 Painter  
 Park Attendant  
 Parks Facilities Builder  
**Parks Facilities Painter**  
 Parks Signmaker  
 Parts Inventory Controller  
 Parts Labourer  
 Partsperson  
 Plumber  
 Regional Airport Supervisor  
 Road Foreperson  
 Rodperson/Chainperson  
 Senior Custodial Worker  
 Senior Custodian Maintenance Worker  
 Sign Shop Assistant

Sign Shop Supervisor  
 Supervisor – Water & Education Services  
 Tire Specialist  
 Tool Crib Attendant  
 Trades Foreperson, Carpentry/Painting  
 Trades Foreperson – Electrical  
 Trades Foreperson, Mechanical  
**Transportation Maintenance Foreperson (Dawson City)**  
**Transportation Maintenance Foreperson (Whitehorse)**  
 Water & Education Equipment Operator  
 Welder

### **APPENDIX "B"**

Employees, as designated below, work Monday to Friday, eight (8) consecutive hours per day and forty (40) hours per week, inclusive of a paid meal period:

Cook II/Supervisor  
 Engineer 4<sup>th</sup> Class

### **APPENDIX "C"**

Employees, as designated below, work Monday to Friday, eight (8) hours per day and forty (40) hours per week inclusive of a paid meal period:

(Note - There are presently no employees designated under Appendix "C".)

### **APPENDIX "D"**

Employees, as designated below, work Monday to Sunday, eight (8) hours per day and forty (40) hours per week exclusive of a paid meal period:

Building Engineers  
**Maintenance Person**  
 Park Attendant

### **APPENDIX "E"**

Employees, as designated below, work Monday to Sunday, seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week exclusive of a paid meal period:

Archives Reference Assistant  
 Archives Page  
 Assistant WPL Librarian  
 Circulation Supervisor  
 Community EMS Supervisor  
 Community Plant Operator  
 Community Operations Technician  
 Coordinator Reference Services  
 Interviewer – Survey Support  
 Librarian  
 Library Page  
 Library Assistant  
 Library Systems and Services Technician

Liquor Store Assistant Manager  
 Liquor Store Clerk  
 Liquor Store Manager  
 Manager, Community EMS Operations  
 Native Programs Coordinator  
 Project Supervisor (ECO)  
**Reference Archivist**

### **APPENDIX "F"**

Employees, as designated below, work Monday to Sunday, eight (8) consecutive hours per day and forty (40) hours per week inclusive of a paid meal period:

Cook  
 Cook II  
 Cook (Residence)  
 Ferry Workers  
 Residence Supervisor  
 Residential Supported Independent Living Worker  
 Residential Supported Living Team Lead

### **APPENDIX "G"**

## **MEMORANDUM OF UNDERSTANDING TO THE**

### **2000-2002 PSAC Collective Agreement**

**between**

**The Government of Yukon**

**And**

**The Public Service Alliance of Canada**

Whereas the Northern Affairs Program of the Department of Indian and Northern Affairs, Government of Canada, is scheduled to transfer to the Government of Yukon with an Effective Date of April 1, 2003;

And whereas an agreement has been entered into between the Government of Canada and the Government of Yukon known as the Devolution Transfer Agreement (DTA);  
*Appendix "G" continued*

And whereas there are a number of matters agreed to in the DTA that require the agreement of the Public Service Alliance of Canada; then,

For Northern Affairs Program devolving employees who accept positions in the Public Service Alliance of Canada bargaining unit, and pursuant to Article 59 of the Collective Agreement, the Parties

agree as follows:

- 1) Northern Affairs Program (NAP) Indeterminate Employees (including NAP Seasonal Indeterminates)

**(a) Sick Leave**

As of April 1, 2003, entitlement to transfer sick leave benefits shall be determined pursuant to Article 25.05 (2)(b) of the Collective Agreement. The maximum number of sick leave credits which may be transferred is sixty-five (65) and such credits will not be decremented (depleted) against Government of Yukon accrued (earned) sick leave.

The following sections of the DTA shall apply:

*3.34 As of the effective date, the YTG shall credit an Appointed NAP Indeterminate Employee with sick leave in accordance with the provisions of the YTG Collective Agreement.*

*3.34.1 Article 25.05 (5)(a) of the YTG Collective Agreement shall not apply to the sick leave referred to in 3.34.*

*3.35 As of the Effective Date, an Appointed NAP Indeterminate Employee shall be eligible to participate in the health care and long term disability plans applicable to YTG employees.*

**(b) Severance**

For continuous service purposes, the following section of the DTA shall apply:

*3.29 As of the Effective Date, the entitlement of an Appointed NAP Indeterminate Employee to receive severance pay and the amount of any such severance pay shall be determined pursuant to the YTG Collective Agreement on the basis of that employee's combined continuous federal employment and continuous employment with the YTG after the Effective Date.*

As of April 1, 2003, entitlement to receive severance pay and the amount of any such severance pay shall be determined pursuant to Article 19 of the Collective Agreement. However, notwithstanding Article 19, the following section of the DTA shall apply:

*3.32 Notwithstanding 3.29 and 3.30, the amount of severance pay or cash gratuity payable in relation to an Appointed NAP Indeterminate Employee shall be no less than the amount of severance pay that would have been payable by Canada, in the same circumstances, immediately prior to the Effective Date in relation to that employee.*

Section 3.33 of the DTA shall also apply, but is not applicable to continuous service earned subsequent to April 1, 2003 with the Government of Yukon.

*3.33 As of the Effective Date, where an Appointed NAP Indeterminate Employee ceases to be employed by reason of termination for cause for reasons of incapacity or incompetence, but not for breach of discipline or misconduct, that employee shall be entitled to receive severance pay in an amount no less than an amount equivalent to the amount of severance pay that would have been payable by Canada, in the same circumstances, immediately prior to the Effective Date in relation to that Employee.*

**(c) Cash Gratuity**

For continuous service purposes, the following section of the DTA shall apply:

- 3.30 As of the Effective Date, if an Appointed NAP Indeterminate Employee dies, the YTG shall pay to the appropriate person a cash gratuity in an amount determined pursuant to the YTG Collective Agreement on the basis of that employee's combined continuous federal employment and continuous employment with the YTG after the Effective Date.

As of April 1, 2003, entitlement to a cash gratuity and the amount of any such cash gratuity shall be determined pursuant to Article 39 of the Collective Agreement. However, notwithstanding Article 39, the following section of the DTA shall also apply:

- 3.32 Notwithstanding 3.29 and 3.30, the amount of severance pay or cash gratuity payable in relation to an Appointed NAP Indeterminate Employee shall be no less than the amount of severance pay that would have been payable by Canada, in the same circumstances, immediately prior to the Effective Date in relation to that employee.

**(d) Vacation Leave**

For continuous service purposes, the following section of the DTA shall apply as amended:

- 3.22 As of the Effective Date, the entitlement of any Appointed NAP Indeterminate Employee to vacation Leave shall be determined pursuant to the YTG Collective Agreement on the basis of that employee's combined continuous federal service and continuous service with the YTG after the Effective Date.

As of April 1, 2003, entitlement to vacation leave shall be determined pursuant to Article 23 of the Collective Agreement. However, notwithstanding Article 23, the following sections of the DTA shall apply:

- 3.26 On the Effective Date, the YTG shall advance one (1) year's worth of vacation leave entitlement, calculated in accordance to 3.22, to an Appointed NAP Indeterminate Employee.

- 3.27 The YTG shall credit an Appointed NAP Indeterminate Employee with vacation leave in an amount equal to an employee's earned and unused federal vacation leave credits immediately prior to the Effective Date, or the amount of vacation leave advanced pursuant to 3.26.

As of April 1, 2003, vacation leave accrual rate shall be determined pursuant to Article 23.02 (1). However, notwithstanding Article 23.02 (1), the following section of the DTA shall apply as amended:

- 3.22.1 Notwithstanding 3.22, the vacation leave accrual rate for an Appointed NAP Indeterminate Employee shall be no less than the accrual rate to which that employee would be entitled immediately prior to the Effective Date if that accrual rate were determined by combining:
- (a) the federal service of that employee that is relevant for that purpose prior to the Effective Date; and
  - (b) that employee's continuous service with the YTG after the Effective Date.

Seasonal Indeterminate – NAP employees, will receive vacation entitlement as per Article 23 of the collective agreement.

(e) **Long Service Vacation Leave**

For continuous service purposes, the following section of the DTA shall apply as amended:

- 3.23 As of the Effective Date, the entitlement of any Appointed NAP Indeterminate or Seasonal Indeterminate Employee, to long service vacation leave shall be determined pursuant to the YTG Collective Agreement on the basis of that employee's combined continuous federal service and continuous service with the YTG after the Effective Date.

As of April 1, 2003, Long Service Vacation leave benefits shall be determined pursuant to Article 23.02 (3). However, notwithstanding Article 23.02 (3), the following section of the DTA shall apply as amended:

- 3.24 An Appointed NAP Indeterminate Employee and who has completed five (5) years or more of continuous federal service shall be entitled, on the Effective Date, to five (5) days of long service vacation leave in the period prior to the next qualifying period.

(f) **Pay Administration**

The following section of the DTA shall apply:

- 3.41 Where an Appointed NAP Indeterminate Employee's salary on the Effective Date exceeds the maximum amount of the salary range of the YTG position to which that employee is first appointed, that employee's salary shall remain the same until it is no longer above the maximum amount of the YTG salary range for that position or until the employee voluntarily leaves that position

The following provision shall apply as amended:

An appointed NAP Indeterminate employee shall retain their Federal anniversary date for purposes of Pay Administration.

- 3.35 As of the Effective Date, an Appointed NAP Indeterminate Employee shall be eligible to participate in the health care and long term disability plans applicable to YTG employees.

(g) **Seasonal Tenure**

The following sections of the DTA shall apply:

- 3.4.2 The YTG shall offer to each NAP Indeterminate Employee:

- (e) having seasonal employment status, employment with the YTG as a seasonal auxiliary employee with employment tenure equivalent to that of a

YTG regular employee under the **Public Service Act** (Yukon), and, for greater certainty, following the Effective Date,

- (i) that employee will not be considered to have been permanently released from **their** employment with the YTG by reason only that **they have** not actively worked in **their** auxiliary position for a period

of twelve months, or such other period as provided from time to time for this purpose in the YTG Collective Agreement, and

- (ii) priority over that employee in the order of layoff will not be given to any regular employee working in the same group, at the same level, performing similar functions and requiring similar qualifications by reason only that such an employee is a regular employee.

Article **53.07(5)** of the Collective Agreement shall not apply.

- (h) Articles **40 & 41** of the Collective Agreement Apply to all Devolving NAP employees.

## **2) Hours of Work**

### **Fire Management Averaging Hours Arrangement** **Pursuant to Article 15.07**

Effective April 1, 2003 and pursuant to Article 15.07 "Averaging Hours Arrangements", the following provisions will apply:

- A.
  - (i) Hours of work for regular and seasonal positions primarily involved in field fire suppression activities in the Department of Community Services may be scheduled so that, over a period of fourteen (14) consecutive calendar days, the employees shall work an average of eight (8) hours per day, exclusive of a meal period, Monday through Sunday.
  - (ii) The duration of the averaging hours arrangement will be for the period from April 1<sup>st</sup> to August 31<sup>st</sup>.
  - (iii) The schedule will identify at least four (4) days of rest in each two-week period, in intervals of not less than two (2) consecutive days.
  - (iv) From September 1<sup>st</sup> through March 31<sup>st</sup> inclusive, employees shall work eight hours per day, exclusive of a meal period, Monday to Friday.
  - (v) For clarity, field fire suppression positions are: Crew Member, Crew Leader, Mixmaster, Storesperson-Zone, and Fire Lookout Observer.
  - (vi) The positions noted in (v) above shall be included under Appendix "A" of the Collective Agreement.
- B.
  - (i) Hours of work for regular and seasonal overhead and administrative fire management positions in the Department of Community Services may be scheduled so that, over a period of fourteen (14) consecutive calendar days between April 1<sup>st</sup> and August 31<sup>st</sup> inclusive, the employees shall work an average of seven and one-half (7.5) hours per day, exclusive of a meal period, Monday through Sunday.
  - (ii) The schedule will identify at least four days of rest in each two-week period, in intervals of not less than two (2) consecutive days.
  - (iii) From September 1<sup>st</sup> through March 31<sup>st</sup> inclusive, employees shall work seven and one-half (7.5) hours per day, exclusive of a meal period, Monday to Friday.

- (iv) For clarity, overhead and administrative fire management positions are: Regional Protection Manager , Regional Protection Officer , Air Operations Supervisor , Air Attack/Fire Management Officer , Storesperson-Region , Safety, Training and Standards Officer, Warehouse Supervisor, Logistics Coordinator, Regional Finance and Administration Assistant, Manager, Wildfire and Emergency Operations, Wildfire Risk Management Specialist, Communications Officer, Duty Room Supervisor, Duty Room Clerk, Planning and Science Supervisor, Chief Meteorologist and Meteorologist.
- C.
- (i) Changing the work schedule from the averaging to the 5/2 or from the 5/2 to the averaging will be subject to Article 15.03 "normal work schedule" that is seven (7) days notice will be given or overtime will be paid on the first day or shift worked on the new schedule.
  - (ii) Hours of work scheduled during low alert periods will be on a 5 on 2 off basis between 0800 to 1900 hours.
  - (iii) Notwithstanding C (i). seventy-two (72) hours notice will be given to cover emergent operational needs during higher alert periods if the averaging schedule is varied. That is 72 hours notice will be given or overtime will be paid on the first day or shift worked on the new schedule.
- D. Overtime provisions are in accordance with Article 15.07 (13).
- E. This memorandum of agreement in regard to devolving NAP employees on Hours of Work in the specified positions will give force to the new Article 15.07 (signed off, November 28, 2002) of the PSAC – YTG Collective Agreement effective April 1, 2003.

### 3) Classification Redress Procedure

- a) A devolved NAP Indeterminate Employee will have the right to appeal the classification level in their job offer except where their job description is revised through the review process with the incumbent and subsequent appeal rights given, as per the Premier's commitment of February 10, 2003. Put another way, if after the review process the employee's job description does not change, **they** will have the right to appeal the classification level.
- b) The effective date of any classification arising from the noted process is April 1, 2003.
- c) Classification appeals arising from this process will be given priority.
- d) The costs of the adjudicator arising from appealing an unchanged job description as per (a) above will be cost shared equally between the Parties.

### 4) "Grandfathering" of Devolving Seasonal Indeterminates

All Devolving NAP Seasonal Indeterminates will have their names and anniversary dates placed in a letter of understanding. When any Seasonal Indeterminate leaves the employ of the Yukon Government, **their** name will be removed from the letter of understanding. The "Seasonal Indeterminate" letter of understanding will cease to exist when the last Devolving NAP employee, as of April 1, 2003, leaves the employ of the Yukon Government.

The Parties agree that this Memorandum of Understanding will take effect on the date of signing and continue to be in effect until the applicable provisions of this memorandum are incorporated into the collective agreement between the Government of Yukon and the Public Service Alliance of Canada that takes effect January 1, 2003.



**Summary of the Memorandum of Agreement for NAP Indeterminate Employees****1. Sick Leave**

- Continuous service will be based on combined Federal and GY service.
- Regardless of length of continuous service, employee will be able to transfer up to 65 sick days to Government Yukon.
- Sick credits will not be decremented against accrued sick leave with Government Yukon.
- Sick leave will be determined pursuant to Article 25.

**2. Severance**

- Continuous service will be based on combined Federal and GY service.
- The amount of severance pay will not be less than the amount of severance pay than would have been payable by the Federal government on March 31, 2003.
- There is an additional entitlement to severance for “non-culpable” cause in the Federal government. There is no such entitlement in GY. If an employee is released for “non-culpable” cause with GY the employee will be entitled to severance, but only in the amount that would have been paid by the Federal Government on March 31, 2003. It is not applicable to continuous service earned with the Yukon Government.

**3. Cash Gratuity**

- Continuous service will be based on combined Federal and Government Yukon service.
- The amount of the cash gratuity will not be less than the amount of cash gratuity than would have been payable by the Federal government on March 31, 2003.

**4. Vacation Pay**

- Continuous service will be based on combined Federal and GY service.
- Vacation leave will be determined pursuant to Article 23 of the Collective Agreement.
- The accrual rate will not be less than the accrual rate with the Federal Government.
- On April 1 Government of Yukon will advance one year’s worth of vacation leave, which will not be less than what the employee would have been advanced with the Federal Government.

**5. Long Service Vacation Leave**

- Continuous service will be based on combined Federal and Government of Yukon service.
- Long Service Vacation leave will be determined pursuant to Article 23.02 (3).
- For the initial benefit, on the first day with Government Yukon, an employee who has completed 5 or more years of continuous service will be entitled to 5 days of long service vacation leave.

**6. Pay Administration**

- If the employee's Federal salary exceeds the maximum of the Government of Yukon salary range, the employee will be red-circled. The employee's salary will remain the same until, as the result of negotiated economic salary adjustments to the salary range, the salary is no longer above the maximum of the range.

**APPENDIX “H”****Hourly Rated Employees:**

**Airport Electrician**  
Airport Equipment Operator  
Automotive Mechanic  
Automotive Mechanic Foreperson  
**Bilingual Custodial Worker, Evening**  
**Bilingual Senior Custodial Worker**  
Building Engineer  
**Building Maintenance Engineer**  
Building Maintenance Worker  
Carpenter  
**Cleaning Attendant**  
**Cleaning Leadhand**  
**Cleaning Program Supervisor**  
Crew Foreperson  
Custodial/Assistant Supervisor  
Custodial Worker  
Electrician  
Equipment Maintenance Planner  
Fee Collector  
Ferry Worker  
**Foreperson, Building Engineers**  
Grounds Foreperson  
Groundskeeper  
Heavy Equipment Mechanic  
Heavy Equipment Mechanic Foreperson  
Heavy Equipment Operator  
Highway Maintenance Leadhand  
HVAC/Refrigeration Mechanic  
Industrial Mechanic  
Labourer  
Maintenance Person  
Night Custodial/Assistant Supervisor  
Oil Burner Mechanic  
Outdoor Power Equipment Technician  
Painter  
Park Attendant  
Park Development Person  
Parks Facilities Builder  
**Parks Facilities Painter**  
Parks Signmaker  
Parts Inventory Controller  
Parts Labourer  
Partsperson  
Plumber  
Road Foreperson

Rodperson/Chainperson  
Ross River Ferry Worker  
Senior Custodial Worker  
Senior Custodian Maintenance Worker  
Sign Shop Assistant  
Sign Shop Supervisor  
Supervisor – Water & Education Services  
Tire Specialist  
Tool Crib Attendant  
Trades Foreperson, Carpentry/Painting  
Trades Foreperson – Electrical  
Trades Foreperson, Mechanical  
**Transportation Maintenance Foreperson (Dawson City)**  
**Transportation Maintenance Foreperson (Whitehorse)**  
Warehouse Supervisor  
Water & Education Equipment Operator  
Welder

**MASTER PAY GRIDS**

<b>Master Pay Grid (Excludes Trades, Education Consultants, &amp; Language Translators)</b> <b>1.75% Increase to Salaries and Grid</b> <b>Effective January 1, 2019</b>											
Pay Range	Annual Min	Annual Max	Bi-weekly Min	Bi-weekly Max	37.5 Hrs Min	37.5 Hrs Max	40 Hrs Min	40 Hrs Max	42 Hrs Min	42 Hrs Max	Hourly Rated 2080 Hrs/Year
1	47,003	53,785	1,801.71	2,061.68	24.02	27.49	22.52	25.77	21.45	24.54	25.86
2	48,155	55,136	1,845.87	2,113.46	24.61	28.18	23.07	26.42	21.97	25.16	26.51
3	49,307	56,487	1,890.03	2,165.25	25.20	28.87	23.63	27.07	22.50	25.78	27.16
4	50,750	58,171	1,945.34	2,229.80	25.94	29.73	24.32	27.87	23.16	26.55	27.97
5	52,194	59,860	2,000.69	2,294.54	26.68	30.59	25.01	28.68	23.82	27.32	28.78
6	53,776	61,717	2,061.33	2,365.72	27.48	31.54	25.77	29.57	24.54	28.16	29.67
7	55,507	63,741	2,127.68	2,443.31	28.37	32.58	26.60	30.54	25.33	29.09	30.64
8	57,526	66,103	2,205.08	2,533.85	29.40	33.78	27.56	31.67	26.25	30.16	31.78
9	59,695	68,631	2,288.22	2,630.75	30.51	35.08	28.60	32.88	27.24	31.32	33.00
10	62,140	71,500	2,381.94	2,740.72	31.76	36.54	29.77	34.26	28.36	32.63	34.38
11	64,740	74,540	2,481.60	2,857.25	33.09	38.10	31.02	35.72	29.54	34.01	35.84
12	67,624	77,915	2,592.15	2,986.62	34.56	39.82	32.40	37.33	30.86	35.56	37.46
13	70,795	81,620	2,713.70	3,128.64	36.18	41.72	33.92	39.11	32.31	37.25	39.24
14	74,253	85,675	2,846.25	3,284.08	37.95	43.79	35.58	41.05	33.88	39.10	41.19
15	78,153	90,228	2,995.75	3,458.60	39.94	46.11	37.45	43.23	35.66	41.17	43.38
16	82,334	95,122	3,156.01	3,646.20	42.08	48.62	39.45	45.58	37.57	43.41	45.73
17	86,950	100,521	3,332.95	3,853.15	44.44	51.38	41.66	48.16	39.68	45.87	48.33
18	92,000	106,423	3,526.53	4,079.39	47.02	54.39	44.08	50.99	41.98	48.56	51.16
19	97,622	113,008	3,742.03	4,331.80	49.89	57.76	46.78	54.15	44.55	51.57	54.33
20	103,824	120,264	3,979.76	4,609.94	53.06	61.47	49.75	57.62	47.38	54.88	57.82
21	110,601	128,189	4,239.54	4,913.72	56.53	65.52	52.99	61.42	50.47	58.50	61.63
22	118,103	136,964	4,527.10	5,250.08	60.36	70.00	56.59	65.63	53.89	62.50	65.85

<b>Master Pay Grid (Excludes Trades, Education Consultants, &amp; Language Translators)</b> <b>1.75% increase to Salaries and Grid</b> <b>+ \$420 increase to Grid Max</b> <b>Effective January 1, 2020</b>											
Pay Range	Annual Min	Annual Max	Bi-weekly Min	Bi-weekly Max	37.5 Hrs Min	37.5 Hrs Max	40 Hrs Min	40 Hrs Max	42 Hrs Min	42 Hrs Max	Hourly Rated 2080 Hrs/Year
1	47,826	55,154	1,833.26	2,114.15	24.44	28.19	22.92	26.43	21.82	25.17	26.52
2	48,998	56,528	1,878.18	2,166.82	25.04	28.89	23.48	27.09	22.36	25.80	27.18
3	50,170	57,903	1,923.11	2,219.53	25.64	29.59	24.04	27.74	22.89	26.42	27.84
4	51,638	59,616	1,979.38	2,285.19	26.39	30.47	24.74	28.56	23.56	27.20	28.66
5	53,107	61,335	2,035.69	2,351.08	27.14	31.35	25.45	29.39	24.23	27.99	29.49
6	54,717	63,224	2,097.40	2,423.49	27.97	32.31	26.22	30.29	24.97	28.85	30.40
7	56,478	65,284	2,164.90	2,502.45	28.87	33.37	27.06	31.28	25.77	29.79	31.39
8	58,533	67,687	2,243.68	2,594.56	29.92	34.59	28.05	32.43	26.71	30.89	32.54
9	60,740	70,259	2,328.27	2,693.15	31.04	35.91	29.10	33.66	27.72	32.06	33.78
10	63,227	73,179	2,423.60	2,805.08	32.31	37.40	30.30	35.06	28.85	33.39	35.18
11	65,873	76,272	2,525.03	2,923.64	33.67	38.98	31.56	36.55	30.06	34.81	36.67
12	68,807	79,706	2,637.50	3,055.27	35.17	40.74	32.97	38.19	31.40	36.37	38.32
13	72,034	83,476	2,761.19	3,199.79	36.82	42.66	34.51	40.00	32.87	38.09	40.13
14	75,552	87,602	2,896.04	3,357.94	38.61	44.77	36.20	41.97	34.48	39.98	42.12
15	79,521	92,234	3,048.18	3,535.50	40.64	47.14	38.10	44.19	36.29	42.09	44.34
16	83,775	97,214	3,211.25	3,726.39	42.82	49.69	40.14	46.58	38.23	44.36	46.74
17	88,472	102,707	3,391.29	3,936.94	45.22	52.49	42.39	49.21	40.37	46.87	49.38
18	93,610	108,713	3,588.24	4,167.16	47.84	55.56	44.85	52.09	42.72	49.61	52.27
19	99,330	115,413	3,807.50	4,423.99	50.77	58.99	47.59	55.30	45.33	52.67	55.49
20	105,641	122,796	4,049.41	4,706.99	53.99	62.76	50.62	58.84	48.21	56.04	59.04
21	112,537	130,860	4,313.75	5,016.10	57.52	66.88	53.92	62.70	51.35	59.72	62.91
22	120,170	139,788	4,606.33	5,358.33	61.42	71.44	57.58	66.98	54.84	63.79	67.21

<b>Master Pay Grid (Excludes Trades, Education Consultants, &amp; Language Translators)</b> <b>1.75% Increase to Salaries and Grid</b> <b>Effective January 1, 2021</b>											
Pay Range	Annual Min	Annual Max	Bi-weekly Min	Bi-weekly Max	37.5 Hrs Min	37.5 Hrs Max	40 Hrs Min	40 Hrs Max	42 Hrs Min	42 Hrs Max	Hourly Rated 2080 Hrs/Year
1	48,663	56,119	1,865.34	2,151.14	24.87	28.68	23.32	26.89	22.21	25.61	26.98
2	49,855	57,517	1,911.03	2,204.73	25.48	29.40	23.89	27.56	22.75	26.25	27.65
3	51,048	58,916	1,956.76	2,258.36	26.09	30.11	24.46	28.23	23.29	26.89	28.33
4	52,542	60,659	2,014.03	2,325.17	26.85	31.00	25.18	29.06	23.98	27.68	29.16
5	54,036	62,408	2,071.30	2,392.21	27.62	31.90	25.89	29.90	24.66	28.48	30.00
6	55,675	64,330	2,134.12	2,465.88	28.45	32.88	26.68	30.82	25.41	29.36	30.93
7	57,466	66,426	2,202.78	2,546.23	29.37	33.95	27.53	31.83	26.22	30.31	31.94
8	59,557	68,872	2,282.93	2,639.99	30.44	35.20	28.54	33.00	27.18	31.43	33.11
9	61,803	71,489	2,369.02	2,740.30	31.59	36.54	29.61	34.25	28.20	32.62	34.37
10	64,333	74,460	2,466.00	2,854.19	32.88	38.06	30.83	35.68	29.36	33.98	35.80
11	67,026	77,607	2,569.23	2,974.82	34.26	39.66	32.12	37.19	30.59	35.41	37.31
12	70,011	81,101	2,683.65	3,108.75	35.78	41.45	33.55	38.86	31.95	37.01	38.99
13	73,295	84,937	2,809.53	3,255.79	37.46	43.41	35.12	40.70	33.45	38.76	40.84
14	76,874	89,135	2,946.72	3,416.70	39.29	45.56	36.83	42.71	35.08	40.68	42.85
15	80,913	93,848	3,101.54	3,597.36	41.35	47.96	38.77	44.97	36.92	42.83	45.12
16	85,241	98,915	3,267.44	3,791.59	43.57	50.55	40.84	47.39	38.90	45.14	47.56
17	90,020	104,504	3,450.63	4,005.83	46.01	53.41	43.13	50.07	41.08	47.69	50.24
18	95,248	110,615	3,651.03	4,240.07	48.68	56.53	45.64	53.00	43.46	50.48	53.18
19	101,068	117,433	3,874.12	4,501.42	51.65	60.02	48.43	56.27	46.12	53.59	56.46
20	107,490	124,945	4,120.29	4,789.37	54.94	63.86	51.50	59.87	49.05	57.02	60.07
21	114,506	133,150	4,389.22	5,103.88	58.52	68.05	54.87	63.80	52.25	60.76	64.01
22	122,273	142,234	4,686.94	5,452.09	62.49	72.69	58.59	68.15	55.80	64.91	68.38

### **APPLICATION OF RATES**

#### **JOURNEYPEPERSON:**

Only those employees occupying positions classified in the Trades Occupational Group who possess a current valid Journeyman Certificate related to their work assignment shall receive the Journeyman hourly rate of pay applicable to their class of employment.

An employee occupying a position allocated to the class of Sign Painter shall receive the appropriate Journeyman hourly rate of pay.

<b>Trades Group Pay Grid (Includes Market Supplement)</b> <b>1.75% Increase to Salaries and Grid</b> <b>Effective January 1, 2019</b>									
Pay Range	Annual Min	Annual Max	Bi-weekly Min	Bi-weekly Max	37.5 Hrs Min	37.5 Hrs Max	40 Hrs Min	40 Hrs Max	Hourly Rated 2080 Hrs/Year
TR09	62,837	72,305	2,408.66	2,771.58	32.12	36.95	30.11	34.64	34.76
TR10	65,283	75,174	2,502.41	2,881.55	33.37	38.42	31.28	36.02	36.14
TR11	67,880	78,210	2,601.96	2,997.93	34.69	39.97	32.52	37.47	37.60
TR12	70,765	81,584	2,712.55	3,127.26	36.17	41.70	33.91	39.09	39.22
TR13	73,936	85,295	2,834.10	3,269.51	37.79	43.59	35.43	40.87	41.01
TR14	77,401	89,348	2,966.92	3,424.87	39.56	45.66	37.09	42.81	42.96
TR15	81,292	93,901	3,116.07	3,599.39	41.55	47.99	38.95	44.99	45.14
TR16	85,472	98,795	3,276.30	3,786.99	43.68	50.49	40.95	47.34	47.50
TR17	90,090	104,192	3,453.31	3,993.87	46.04	53.25	43.17	49.92	50.09

<b>Trades Group Pay Grid (Includes Market Supplement)</b> <b>1.75% increase to Salaries and Grid</b> <b>+ \$420 increase to Grid Max</b> <b>Effective January 1, 2020</b>									
Pay Range	Annual Min	Annual Max	Bi-weekly Min	Bi-weekly Max	37.5 Hrs Min	37.5 Hrs Max	40 Hrs Min	40 Hrs Max	Hourly Rated 2080 Hrs/Year
TR09	63,937	73,998	2,450.82	2,836.48	32.68	37.82	30.64	35.46	35.58
TR10	66,425	76,917	2,546.19	2,948.37	33.95	39.31	31.83	36.85	36.98
TR11	69,068	80,006	2,647.50	3,066.77	35.30	40.89	33.09	38.33	38.46
TR12	72,003	83,439	2,760.00	3,198.37	36.80	42.64	34.50	39.98	40.11
TR13	75,230	87,215	2,883.70	3,343.11	38.45	44.57	36.05	41.79	41.93
TR14	78,756	91,339	3,018.86	3,501.19	40.25	46.68	37.74	43.76	43.91
TR15	82,715	95,972	3,170.61	3,678.78	42.27	49.05	39.63	45.98	46.14
TR16	86,968	100,951	3,333.64	3,869.63	44.45	51.60	41.67	48.37	48.53
TR17	91,667	106,443	3,513.76	4,080.15	46.85	54.40	43.92	51.00	51.17

<b>Trades Group Pay Grid (Includes Market Supplement)</b> <b>1.75% Increase to Salaries and Grid</b> <b>Effective January 1, 2021</b>									
Pay Range	Annual Min	Annual Max	Bi-weekly Min	Bi-weekly Max	37.5 Hrs Min	37.5 Hrs Max	40 Hrs Min	40 Hrs Max	Hourly Rated 2080 Hrs/Year
TR09	65,056	75,293	2,493.71	2,886.12	33.25	38.48	31.17	36.08	36.20
TR10	67,587	78,263	2,590.73	2,999.96	34.54	40.00	32.38	37.50	37.63
TR11	70,277	81,406	2,693.84	3,120.44	35.92	41.61	33.67	39.01	39.14
TR12	73,263	84,899	2,808.30	3,254.33	37.44	43.39	35.10	40.68	40.82
TR13	76,547	88,741	2,934.18	3,401.60	39.12	45.35	36.68	42.52	42.66
TR14	80,134	92,937	3,071.68	3,562.44	40.96	47.50	38.40	44.53	44.68
TR15	84,163	97,652	3,226.12	3,743.18	43.01	49.91	40.33	46.79	46.95
TR16	88,490	102,718	3,391.98	3,937.37	45.23	52.50	42.40	49.22	49.38
TR17	93,271	108,306	3,575.25	4,151.56	47.67	55.35	44.69	51.89	52.07



**APPLICATION OF RATES****TRADESPERSON:**

All employees occupying positions classified in the Trades Occupational Group who do not possess a current valid Journeyperson Certificate related to their work assignment shall receive the Tradesperson hourly rate of pay applicable to their class of employment.

<b>Tradesperson Pay Grid (95% of Journeyperson rate)</b> <b>95% of Trades Group Pay Grid</b> <b>(includes Market Supplement)</b> <b>Effective January 1, 2019</b>									
Pay Range	Annual Min	Annual Max	Bi-weekly Min	Bi-weekly Max	37.5 Hrs Min	37.5 Hrs Max	40 Hrs Min	40 Hrs Max	Hourly Rated 2080 Hrs/Year
TR09	59,695	68,690	2,288.22	2,633.01	30.51	35.11	28.60	32.91	33.02
TR10	62,019	71,415	2,377.30	2,737.47	31.70	36.50	29.72	34.22	34.33
TR11	64,486	74,300	2,471.86	2,848.05	32.96	37.97	30.90	35.60	35.72
TR12	67,227	77,505	2,576.93	2,970.91	34.36	39.61	32.21	37.14	37.26
TR13	70,239	81,030	2,692.39	3,106.03	35.90	41.41	33.65	38.83	38.96
TR14	73,531	84,881	2,818.58	3,253.64	37.58	43.38	35.23	40.67	40.81
TR15	77,227	89,206	2,960.25	3,419.43	39.47	45.59	37.00	42.74	42.89
TR16	81,198	93,855	3,112.47	3,597.63	41.50	47.97	38.91	44.97	45.12
TR17	85,586	98,982	3,280.67	3,794.16	43.74	50.59	41.01	47.43	47.59

<b>Tradesperson Pay Grid (95% of Journeyperson rate)</b> <b>95% of Trades Group Pay Grid</b> <b>(includes Market Supplement)</b> <b>Effective January 1, 2020</b>									
Pay Range	Annual Min	Annual Max	Bi-weekly Min	Bi-weekly Max	37.5 Hrs Min	37.5 Hrs Max	40 Hrs Min	40 Hrs Max	Hourly Rated 2080 Hrs/Year
TR09	60,740	70,298	2,328.27	2,694.65	31.04	35.93	29.10	33.68	33.80
TR10	63,104	73,071	2,418.89	2,800.94	32.25	37.35	30.24	35.01	35.13
TR11	65,615	76,006	2,515.14	2,913.45	33.54	38.85	31.44	36.42	36.54
TR12	68,403	79,267	2,622.01	3,038.45	34.96	40.51	32.78	37.98	38.11
TR13	71,469	82,854	2,739.54	3,175.94	36.53	42.35	34.24	39.70	39.83
TR14	74,818	86,772	2,867.91	3,326.13	38.24	44.35	35.85	41.58	41.72
TR15	78,579	91,173	3,012.07	3,494.83	40.16	46.60	37.65	43.69	43.83
TR16	82,620	95,903	3,166.97	3,676.13	42.23	49.02	39.59	45.95	46.11
TR17	87,084	101,121	3,338.09	3,876.15	44.51	51.68	41.73	48.45	48.62

<b>Tradesperson Pay Grid (95% of Journeyperson rate)</b> <b>95% of Trades Group Pay Grid</b> <b>(includes Market Supplement)</b> <b>Effective January 1, 2021</b>									
Pay Range	Annual Min	Annual Max	Bi-weekly Min	Bi-weekly Max	37.5 Hrs Min	37.5 Hrs Max	40 Hrs Min	40 Hrs Max	Hourly Rated 2080 Hrs/Year
TR09	61,803	71,528	2,369.02	2,741.80	31.59	36.56	29.61	34.27	34.39
TR10	64,208	74,350	2,461.21	2,849.97	32.82	38.00	30.77	35.62	35.75
TR11	66,763	77,336	2,559.15	2,964.43	34.12	39.53	31.99	37.06	37.18
TR12	69,600	80,654	2,667.89	3,091.61	35.57	41.22	33.35	38.65	38.78
TR13	72,720	84,304	2,787.49	3,231.52	37.17	43.09	34.84	40.39	40.53
TR14	76,127	88,290	2,918.08	3,384.31	38.91	45.12	36.48	42.30	42.45
TR15	79,955	92,769	3,064.82	3,556.00	40.86	47.41	38.31	44.45	44.60
TR16	84,066	97,582	3,222.40	3,740.49	42.97	49.87	40.28	46.76	46.91
TR17	88,607	102,891	3,396.47	3,944.00	45.29	52.59	42.46	49.30	49.47

<b>Language Translator Pay Grid</b> <b>1.75% Increase to Salaries and Grid</b> <b>Effective January 1, 2019</b>						
Pay Range	Annual Min	Annual Max	Bi-weekly Min	Bi-weekly Max	37.5 Hrs Min	37.5 Hrs Max
11	64,740	74,540	2,481.60	2,857.25	33.09	38.10
12	67,624	77,915	2,592.15	2,986.62	34.56	39.82
13	70,795	81,620	2,713.70	3,128.64	36.18	41.72
14	81,683	94,245	3,131.06	3,612.58	41.75	48.17
15	89,872	103,763	3,444.96	3,977.42	45.93	53.03
16	94,684	109,393	3,629.41	4,193.23	48.39	55.91
17	99,990	115,596	3,832.80	4,431.00	51.10	59.08
18	105,798	122,390	4,055.43	4,691.43	54.07	62.55
19	112,267	129,958	4,303.40	4,981.52	57.38	66.42

<b>Language Translator Pay Grid</b> <b>1.75% increase to Salaries and Grid</b> <b>+ \$420 increase to Grid Max</b> <b>Effective January 1, 2020</b>						
Pay Range	Annual Min	Annual Max	Bi-weekly Min	Bi-weekly Max	37.5 Hrs Min	37.5 Hrs Max
11	65,873	76,272	2,525.03	2,923.64	33.67	38.98
12	68,807	79,706	2,637.50	3,055.27	35.17	40.74
13	72,034	83,476	2,761.19	3,199.79	36.82	42.66
14	83,112	96,322	3,185.83	3,692.20	42.48	49.23
15	91,445	106,006	3,505.25	4,063.40	46.74	54.18
16	96,341	111,735	3,692.92	4,283.00	49.24	57.11
17	101,740	118,046	3,899.88	4,524.92	52.00	60.33
18	107,649	124,959	4,126.38	4,789.90	55.02	63.87
19	114,232	132,660	4,378.72	5,085.10	58.38	67.80

<b>Language Translator Pay Grid</b> <b>1.75% Increase to Salaries and Grid</b> <b>Effective January 1, 2021</b>						
Pay Range	Annual Min	Annual Max	Bi-weekly Min	Bi-weekly Max	37.5 Hrs Min	37.5 Hrs Max
11	67,026	77,607	2,569.23	2,974.82	34.26	39.66
12	70,011	81,101	2,683.65	3,108.75	35.78	41.45
13	73,295	84,937	2,809.53	3,255.79	37.46	43.41
14	84,566	98,008	3,241.57	3,756.82	43.22	50.09
15	93,045	107,861	3,566.58	4,134.51	47.55	55.13
16	98,027	113,690	3,757.55	4,357.94	50.10	58.11
17	103,520	120,112	3,968.11	4,604.11	52.91	61.39
18	109,533	127,146	4,198.60	4,873.74	55.98	64.98
19	116,231	134,982	4,455.34	5,174.10	59.40	68.99

<b>Education Consultants Pay Grid</b> <b>Effective January 1, 2019</b> <b>1.75% Increase to Salaries and Grid</b>					
	Step 1	Step 2	Step 3	Step 4	Step 5
Annual	110,120	114,186	118,449	122,892	127,544
Bi-weekly	4,221.10	4,376.95	4,540.36	4,710.67	4,888.99
Hourly	56.28	58.36	60.54	62.81	65.19

<b>Education Consultants Pay Grid</b> <b>1.75% Increase to Salaries and Grid</b> <b>+ \$420 increase to Step 5</b> <b>Effective January 1, 2020</b>					
	Step 1	Step 2	Step 3	Step 4	Step 5
Annual	112,047	116,184	120,522	125,043	130,203
Bi-weekly	4,294.96	4,453.54	4,619.83	4,793.12	4,990.92
Hourly	57.27	59.38	61.60	63.91	66.55

<b>Education Consultants Pay Grid</b> <b>1.75% Increase to Salaries and Grid</b> <b>Effective January 1, 2021</b>					
	Step 1	Step 2	Step 3	Step 4	Step 5
Annual	114,008	118,217	122,631	127,231	132,482
Bi-weekly	4,370.13	4,531.47	4,700.67	4,876.99	5,078.27
Hourly	58.27	60.42	62.68	65.03	67.71

**LETTERS OF UNDERSTANDING**

- A) Supplementary Retention Payment – **DELETED**
- B) Staff Accommodation
- C) Heavy Equipment Operator Training Program
- D) Daylight Saving Time
- E) Maintenance of Medicare Premium Cost Sharing
- F) Regional Social Workers and Supervisor, Regional Services Allowances
- G) Extended Health Care Plan
- H) Wildland Fire Employees – Export Travel
- I) Violence in the Workplace
- J) **Respectful Workplace Office Grievances**
- K) On-Call and Term Positions
- L) Community Nursing – Primary Health Care Nurse Part-Time Rotational Positions
- M) **Airport Fire Fighters, Fire Captains, and Fire Chief Market Supplement**
- N) Audiologist Allowances
- O) Registered Nurses' Market Adjustment Allowance
- O-1) RN Retention Allowance and Registered Nurses Outside of Whitehorse Recruitment and Retention Allowance
- P) Hours of Work – Registered Nurse Float Positions – Whitehorse Continuing Care
- Q) Community Nursing Allowances
- R) **Nurse Practitioner Market Adjustment Allowance**
- S) Use of Auxiliary On-Call Employees
- T) **Average Hourse of Work – Critical Care Paramedic (CCP) and Primary Care Paramedic (PCP Float positions (Emergency Medical Services)**
- U) Fish and Wildlife Staff; Park Interpretive Staff
- V) **Intentionally left blank**
- W) Centralized Recruitment & Certification Pilot
- X) Changes to the Insured Benefits Plan
- Y) Pay Increases
- Z) Conservation Staff (excluding Administrative Assistant and Office Manager)

### **LETTER OF UNDERSTANDING "A"**

**Deleted the Supplementary Retention Payment of \$500 as of December 31, 2019. Redistributed the sum of \$420 into wages to increase the annual maximum of the pay grids in the Collective Agreement, effective January 1, 2020.**

### **LETTER OF UNDERSTANDING "B"**

#### **RE: STAFF ACCOMMODATION**

The following provisions shall apply only to regular employees:

#### **Rental Increases:**

**Before introducing a rental increase, the Employer will give each employee so affected at least three (3) month's advance notice of the effective date of the increase. The maximum percentage increase in rent for any 12-month period shall not exceed the percentage increase negotiated on the salary grid for that 12-month period.**

#### **Forced Transfer to New Staff Accommodation:**

Where the Yukon Housing Corporation replaces an existing staff unit of accommodation with a new unit of accommodation and the employee is required to transfer to the new unit of accommodation because **their** old staff accommodation has been disposed of or deleted from the Corporation's housing stock, the following conditions will apply:

The employee, where practicable, will receive six (6) months advance notice of the Yukon Housing Corporation's intention to replace or abolish **their** current staff accommodation and to build or provide new staff accommodation to replace the unit to be disposed of.

#### **First Stage:**

Upon the employee's occupancy of the new unit of accommodation, the employee shall pay **their** previous rent and the costs of **their** own utilities (fuel and electricity) for a period of twelve (12) consecutive months from the date of the occupancy of the new unit of accommodation, subject to the rental increase mentioned in paragraph one, and

#### **Second Stage:**

For the next twelve (12) consecutive months, the employee shall pay the assigned comparative market rent for the new staff unit of accommodation less fifty dollars (\$50.00) per month and the cost of **their** own utilities (fuel and electricity), and

#### **Third Stage:**

For the next twelve (12) consecutive months, the employee shall pay the assigned comparative market rent established for the new staff unit of accommodation less twenty-five dollars (\$25.00) per month and the cost of **their** own utilities (fuel and electricity), and thereafter

#### **Final Stage:**

The employee will pay full comparative market rent and the cost of **their** own utilities for the unit of accommodation **they** occupy.

#### **Transferred from One Community to another at Employer's Direction:**

Where the Department transfers an employee from one community to another and the employee is required to occupy a different unit of accommodation, the employee shall be protected at **their** former rent, subject to the rental increase mentioned in paragraph one, until such time as **their** former accommodation is replaced by a new staff unit of accommodation, and the employee would have been subject to the phase-in program for comparative market rent due to a forced transfer. The employee will then proceed to be phased into comparative market rent for the unit **they** now occupy, in accordance with the above four stages.

### **LETTER OF UNDERSTANDING "C"**

#### **RE: HEAVY EQUIPMENT OPERATOR TRAINING PROGRAM**

This is to confirm that the Employer agrees to limit to a maximum of one (1) the number of regular and seasonal employees designated as Trainees who may be assigned to a Highway Maintenance Camp at any one time. Notwithstanding the foregoing, however, at the discretion of the Employer, a maximum of two (2) regular and seasonal Heavy Equipment Operator Trainees may be assigned to a Highway Maintenance Camp, provided the Highway Maintenance Camp consists of a minimum of five (5) permanently assigned Heavy Equipment Operator positions and at least one (1) of the Heavy Equipment Operator Trainees hold an intermediate level proficiency rating.

### **LETTER OF UNDERSTANDING "D"**

#### **RE: DAYLIGHT SAVING TIME**

This letter is to give effect to the understanding reached during Joint Consultation that there will be no compensation paid 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.

### **LETTER OF UNDERSTANDING "E"**

#### **MAINTENANCE OF MEDICARE PREMIUM COST SHARING**

Pursuant to our negotiations of November 19, 2002, the Parties have agreed to correct the title of Article 40 to reflect the correct names for the "benefit programs". In making the correction, the Parties have deleted the word "Medicare." However, the Parties have agreed that should Medicare premiums be reintroduced to the Yukon, the Employer will pay ninety percent (90%) of the cost of the employee medicare, as found in the 2000-2002 collective agreement.

### **LETTER OF UNDERSTANDING "F"**

#### **REGIONAL SOCIAL WORKERS AND SUPERVISOR, REGIONAL SERVICES ALLOWANCES**

##### **A. REGIONAL SOCIAL WORKERS AND SUPERVISOR, REGIONAL SERVICES RECRUITMENT AND RETENTION ALLOWANCE**

Effective on January 1, 2016, all Regional Social Workers (including Mobile) and Supervisor, Regional Services shall be eligible for a retention allowance of up to three-thousand dollars (\$3,000.00) per annum.

Employees appointed to positions designated by the Employer as requiring a Bachelor of Social Work (BSW), with the title of Regional Social Worker, Mobile, Regional Social Worker or Supervisor,

Regional Services, who either perform social work duties as a significant portion of their work responsibilities or directly supervise regional social workers who perform social work duties as a significant portion of their work responsibilities will be eligible for this allowance.

#### B. REGIONAL SOCIAL WORKERS OUTSIDE OF WHITEHORSE RECRUITMENT AND RETENTION ALLOWANCE

Effective January 1, 2016, Regional Social Workers:

Whose substantive position is headquartered in a Yukon community outside of Whitehorse and;

Who is providing services in a community outside of Whitehorse and;

Who has completed two years of continuous service in a Regional Social Worker position within the Regional Services Branch;

shall be eligible to receive a retention allowance in addition to A above, in amount of \$2,000 per year at the completion of years two and three of continuous service. At the completion of the fourth and subsequent years of continuous service a Regional Social Worker shall receive an allowance of \$3,000 per year.

The allowance in A shall be calculated on a fiscal year basis (April 1 to March 31) and paid on a bi-weekly basis in accordance with Article 17.02.

The allowance in B (less statutory deductions) will be paid out once per year in one lump sum payment on the employee's qualifying date.

In both A and B above, a regular part-time Regional Social Worker shall earn the allowance in proportion to the average number of regular hours (as defined in Article 44.14(2)) worked per week in relation to a full-time employee in the same classification as specified in Article 15.

#### C. REGIONAL SOCIAL WORKERS AND SUPERVISOR, REGIONAL SERVICES MARKET ADJUSTMENT ALLOWANCE

In recognition of the market forces affecting the recruitment and retention of Regional Social Workers (including Mobile) and Supervisor, Regional Services, the Parties agree as follows:

Effective January 1, 2016, Regional Social Workers (including Mobile) and Supervisors, Regional Services, who are regular and auxiliary employees performing social work duties as a significant portion of their work responsibilities, and who hold a Bachelor or Master degree in Social Work from a recognized post-secondary educational institution, will receive a Regional Social Workers' Market Adjustment Allowance. The allowance is allocated on the following basis:

- Regional Social Worker possessing a BSW \$875 per year
- Regional Social Worker possessing a BSW and an MSW \$1,200 per year

An eligible Regional Social Worker shall only receive one allowance based on the highest education level achieved. The employee shall provide the Employer with a copy of the appropriate degree(s).

The allowance shall be calculated on a fiscal year basis (April 1 to March 31) and paid on a bi-weekly basis in accordance with Article 17.02. A regular part-time employee shall earn Regional Social Workers' Market Adjustment Allowance in proportion to the average number of regular hours (as defined in Article 44.14(2)) worked per week in relation to a full-time employee in the same classification as specified in Article 15.

An eligible auxiliary on-call Regional Social Worker shall be paid, at the end of each eligible year or at the end of their last work assignment during an eligible year, an allowance that is pro-rated in proportion to the number of regular hours worked in relation to a full-time employee in the same classification.

This Letter of Understanding and the Regional Social Workers' Market Adjustment Allowance shall terminate on expiry of the collective agreement.

### **LETTER OF UNDERSTANDING "G"**

#### **EXTENDED HEALTH CARE PLAN**

The Parties agree that under the Extended Health Care Plan, the Employer will continue to provide insurance coverage as enjoyed by members of the bargaining unit as of December 2<sup>nd</sup>, 1997, for the purposes of dental, disability, and extended medical and supplementary death benefits. Further, the Employer agrees that no changes to these benefits provided to employees pursuant to Articles 40 and 41, as of December 2<sup>nd</sup>, 1997, will occur without the prior written agreement of the Union Representative on the Joint Management Committee.

### **LETTER OF UNDERSTANDING "H"**

#### **WILDLAND FIRE EMPLOYEES – EXPORT TRAVEL**

##### **Wild Land Fire Employees – Export Travel**

Notwithstanding the provisions of Article 18.09, the following applies to Wild Land Fire Employees who, under of the provisions of the Canadian Interagency Forest Fire Centre (CIFFC) Mutual Aid and Resource Sharing (MARS) or the Northwest Compact Agreements, are selected for an export assignment and are required to travel outside of the Yukon.

An employee shall be compensated for time spent in travel by commercial or charter aircraft, bus, or by government vehicle when required, from the employee's base to the Export Point of departure, and from the Export Point of departure to the fire-fighting destination.

##### **1. Travel-No work**

On a normal working day on which the employee travels but does not work, the employee shall receive **their** regular pay for the day.

##### **2. Travel and Work Combined Does Not Exceed Daily Hours of Work**

On a normal working day on which the employee travels and works, and the combined period of travel and work does not exceed **their** regularly scheduled working hours, the employee shall be paid **their** regular pay for the day.

##### **3. Travel and Work Combined Exceeds Daily Hours of Work**

On a normal working day on which the employee travels and works, and the combined period of travel and work exceeds **their** regularly scheduled working hours, the employee shall be paid **their** regular pay for the day plus an additional payment for the excess hours at the applicable overtime rate which additional payment shall not exceed the equivalent of twelve (12) hours of pay at the employee's straight time rate of pay.

##### **4. Travel on Day of Rest or Designated Paid Holiday**



On a day of rest or on a designated paid holiday on which the employee travels but does not work, the employee shall be paid at the applicable overtime rate for the hours spent traveling to a maximum of the daily straight time hours assigned to **their** class of employment in any one day.

#### 5. Travel and Work on Day of Rest or Designated Paid Holiday

On a day of rest or on a designated paid holiday on which the employee travels and works, the employee shall be paid at the applicable overtime rate for all hours worked and shall be paid at the applicable overtime rate for the hours spent traveling to a maximum of the daily straight time hours assigned to **their** class of employment in any one day.

### **LETTER OF UNDERSTANDING “I”**

#### **VIOLENCE IN THE WORKPLACE**

- (1) The Parties recognize that it is in the best interests of all concerned to work toward ensuring a safe environment, which is free from violence and threat of violence. To this end, the Union and Employer shall continue to cooperate in the promotion of safe working conditions.
- (2) The Union and the Employer agree to continue their efforts in establishing, implementing and maintaining effective measures for violence prevention and protection from violence.
- (3) The employer considers any act of violence on work property or at work-sponsored activities to be a threat to the workplace and to the safety of its employees, and shall take appropriate action pursuant to the provisions of the *Public Service Act*.

### **LETTER OF UNDERSTANDING “J”**

#### **RESPECTFUL WORKPLACE OFFICE GRIEVANCES**

Notwithstanding any other provision of the Collective Agreement, or Respectful Workplace Policy, and for the duration of this Letter of Understanding only, the following matters may be the subject of a Policy grievance under Article 28 of the Collective Agreement:

- (a) alleged breaches of Article 6.05;
- (b) in circumstances where recommendations of the Director of the RWO, or an external investigator have not been accepted or implemented by the Employer, and the Union alleges that the Employer continues to be in breach of Article 6.01.

Prior to filing a grievance under this LOU, the matter in dispute shall be referred to and discussed by the Respectful Workplace Steering Committee. It is understood that an adjudicator appointed to resolve disputes under this Article will not have jurisdiction to make orders which would require that the Employer impose discipline or corrective action against any person.

This Letter of Understanding shall terminate on expiry of the 2019-2021 Collective Agreement.

## LETTER OF UNDERSTANDING “K”

### ON-CALL AND TERM POSITIONS

Notwithstanding articles 53.07(5) and 15.10(3), in the event an Auxiliary On-Call employee is appointed to a term position in the same department as their Auxiliary On-Call position for a term between six (6) and **twenty-four (24)** months without any break in continuous service, the employee shall not be required to resign their auxiliary on-call position.

**If an Auxiliary On-Call employee is appointed to a term position in a different department from their Auxiliary On-Call position for a term between six (6) and twenty-four (24) months without a break in continuous service, the employee’s home department *may* elect to allow the employee to retain their Auxiliary On-Call position.**

**Pursuant to the above**, at the conclusion of the term appointment, the employee shall be entitled to return to their Auxiliary On-Call position and:

- (1) no unused sick or special leave earned while employed as a term employee shall be carried back into their Auxiliary On-Call employment, but shall be restored to the employee in the event that the employee is subsequently appointed without a break in service to a regular, seasonal or reinforcement auxiliary position (article **54.03(1)(c)** and (d) shall not apply to restored sick leave); and
- (2) any vacation, long service vacation, compensatory leave and/or travel bonus credits earned but unused during the term employment shall be paid out to the employee on completion of the term appointment at the employee’s hourly rate of pay on expiry of the term position.

For clarity, hours worked during the period employed in the term position will not count toward any probationary period in the Auxiliary On-Call position.

If the employee is extended in their term employment beyond **24** months, the employee may elect to retain **their** auxiliary on-call position unless the Parties agree otherwise prior to the extension.

## LETTER OF UNDERSTANDING “L”

### COMMUNITY NURSING – PRIMARY HEALTH CARE NURSE PART-TIME ROTATIONAL POSITIONS

#### Application

The Part-Time Rotational (PTR) positions would apply to Primary Health Care Nurse and Primary Health Care Nurse in Charge positions in the communities as well as the Primary Health Care Nurse Float positions. These positions do not apply to Dawson City, Watson Lake or the Whitehorse Health Centre as there are no Primary Health Care Nurse positions in these locations.

#### Position Information

Part-Time Rotational positions would be permanent 0.5FTE. When an employee is on rotation, **they** would work **seven and one half (7.5)** hours per day. The employee’s salary will be averaged over the year to **three and three quarter (3.75)** hours per day. Employees will be hired into a

specific community and have a rotational partner that will work the opposing alternate schedule in that same community.

### Rotational Schedule Information

Employees would work regularly scheduled hours in alternating **ten** (10) week rotation blocks. The employee would work **ten** (10) weeks in the community and have **ten** (10) weeks off. Other alternating rotational block schedules would be considered by the Employer, subject to operational requirements and agreement of both rotational partners.

### Changing the Rotation

1. Once the employee agrees to such a schedule, the schedule may not be changed without the consent of the Employer. If one employee leaves the rotation agreement, the Employer will make all efforts to recruit into the vacant position. If recruitment to fill the vacant rotation is unsuccessful after **twelve** (12) months due to the current length of the rotation, then the Employer may provide written notice to change the rotation. For clarity, employees are not expected to assume a full-time position in the event their rotational partner leaves the rotation.
2. With reasonable written notice, the Employer has the ability to change the duration of rotational blocks.
3. Employees may request to change their rotational blocks by signed written request to the Employer. Both rotational partners must be in agreement and provide at least one full rotation's notice to the Employer. **The rotational blocks may not be changed without the approval of the Employer.**

### Leave, Benefits and Other Entitlements

1. The relevant Collective Agreement Articles will continue to govern Overtime and Stand-By Pay.
2. Insured benefits (dental and extended health) and pension contributions will continue year round, based on the 0.5FTE.
3. Leave will be accrued on a pro-rated basis for all hours worked except overtime hours. Leave will be utilized at the employee's regularly scheduled hours of work (**seven and one half** (7.5) hours per day).
4. Designated Paid Holidays will be paid year round. During the employee's rotation on – **three and three quarter** (3.75) hours will be recovered, during the employee's rotation off – **three and three quarter** (3.75) hours of **Designated Paid Holidays** will be paid to the employee.
5. Yukon Bonus will be prorated based on the regular hours worked of continuous service since the employee's last qualifying date or in the case of their initial Yukon Bonus, since the commencement of their employment.

6. Employees in part-time rotational positions who work **one** (1) month or more of continuous extra hours may request that their FTE be temporarily increased during this time.

#### Transportation and Accommodation

1. Flights would be paid by Community Nursing to **and** from the closest airport to the employees' home. Home is determined by the employee's Canadian driver's license or for non-Canadian citizens it would be the closest city to point of entry to Canada.
2. Travel is pre-arranged by **Community Nursing** from the closest airport to home to work site. Any costs associated with changes to travel will be borne by the employee, unless the change is requested by the Employer.
3. **Travel time to and from the employee's home to the employee's community headquarters will be paid up to a maximum of seven and one half (7.5) hours.** The employee would ~~not~~ be eligible for travel per diems. This does not apply to the Whitehorse based Float positions, as their headquarters area is Whitehorse.
4. **Employees will** be eligible to stay in Community Nursing's Crocus Ridge Suite at no charge when travelling through Whitehorse for rotational changes if a suite is available. If no suite is available, they shall be reimbursed for the rate of one **(1)** standard hotel room. When travelling through Whitehorse for rotational changes, employees will be eligible for reimbursement for dinner and/or breakfast if applicable.
5. **Employees, whose community headquarters are outside of Whitehorse, that require a ride from Community Nursing to their community are required to travel during business hours in a timeframe arranged by the branch, depending on travel specifics, this may require the employee to overnight in Whitehorse upon arrival.**
6. For Whitehorse based Float positions employees are entitled to the appropriate per diems as outlined in the Travel Directive for travel days to the community. Employees are expected to travel during business hours. If the employee is in the community for less than **five** (5) days, they are entitled to full per-diems. If the employee is in the community for longer than **five** (5) days, they are entitled to the applicable rate.
7. Housing in the employee's community headquarters would be provided by Community Nursing, and rotational partners would be allotted **one** (1) housing unit. Rent will be charged at **one half** (½) the monthly amount and will be deducted automatically from payroll each month for the full year.

#### Continuity of Care

1. Each employee would be required to work **one** (1) day (**seven and one half** (7.5) hours) of extra hours at the end of each rotation to provide a hand over to their rotational partner. **A formal, written handover document, using the template provided by the Employer, will be completed by the outgoing Party and will be reviewed and discussed with the incoming Party at every transition.**
2. All efforts will be made to provide transient accommodation for one of the nurses during the changeover, however if there is none available and there is more than one **(1)** bedroom in the

employee's shared accommodation then the two (2) employees would be expected to share housing during this regular change over period.

3. To ensure continuity in a community, if more than one (1) position in a community is shared then the rotations cannot be scheduled to change over at the same time.

This Letter of Understanding will be independently reviewed six (6) months prior to the expiry of the new **Collective Agreement** to assess its effectiveness on recruitment and retention of Primary Health Care Nurses. The criteria for review will be jointly established by the Parties. The review will determine if changes shall be proposed for negotiation, however, this Letter shall not automatically terminate on expiry of the **Collective Agreement**.

### **LETTER OF UNDERSTANDING "M"**

#### **AIRPORT FIREFIGHTERS, AIRPORT FIRE CAPTAINS, AND AIRPORT FIRE CHIEF MARKET ADJUSTMENT ALLOWANCE**

**Effective April 1, 2019, Airport Firefighters, Airport Fire Captains, and the Airport Fire Chief shall receive a 10% market adjustment allowance on the following basis:**

**The supplement shall be calculated on a fiscal year basis (April 1 to March 31) and paid on a bi-weekly basis in accordance with Article 17.02.**

**This Letter of Understanding and the Market Adjustment Allowance shall terminate on the expiry of the Collective Agreement.**

### **LETTER OF UNDERSTANDING "N"**

#### **AUDIOLOGIST ALLOWANCES**

##### **A. AUDIOLOGIST RETENTION ALLOWANCE**

In recognition of the Employer having difficulty recruiting and retaining Audiologists, the Parties have agreed to the following terms and conditions:

Effective January 1, 2016, all Audiologists will be eligible for a retention allowance of up to three-thousand dollars (\$3000.00) per annum.

The allowance shall be calculated on a fiscal year basis (April 1 – March 31) and paid on a bi-weekly basis in accordance with Article 17.02. A regular part-time Audiologist shall earn the allowance in proportion to the average number of regular hours (as defined in Article 44.14(2)) worked per week in relation to a full-time employee in the same classification as specified in Article 15.

**B. In recognition of the market forces affecting the recruitment and retention of Audiologists, the Parties have agreed as follows:**

Effective January 1, 2016, regular Audiologists who hold a master's degree from a recognized post-secondary education institution, will receive a Market Adjustment Allowance of \$1,200 per year.

The employee shall provide the Employer with a copy of the appropriate degree.

The allowance shall be calculated on a fiscal year basis (April 1 – March 31) and paid on a bi-weekly basis in accordance with Article 17.02. A regular part-time employee shall earn an Audiologists' Market Adjustment Allowance in proportion to the average number of regular hours (as defined in Article 44.12(2)) worked per week in relation to a full-time employee in the same classification as specified in Article 15.

### C. LICENSING FEES FOR AUDIOLOGISTS

An employee appointed to a position designated by the Employer as requiring the qualifications of an Audiologist and who is registered with the appropriate Territorial / Provincial Licensing Body is eligible to have **their** licensing fees reimbursed by the Employer.

Upon receipt of proof of payment, the Employer shall reimburse an employee for the annual license fee once per annum.

This Letter of Understanding will terminate on expiry of the collective agreement.

## **LETTER OF UNDERSTANDING "O"**

### **REGISTERED NURSES' MARKET ADJUSTMENT ALLOWANCE**

In recognition of the market forces affecting the recruitment and retention of registered nurses, the Parties have agreed as follows.

Effective January 1, 2003, Registered Nurses who are regular and auxiliary employees performing nursing duties as a significant portion of their work responsibilities and who hold a Bachelors or Masters degree in Nursing from a recognized post secondary educational institution, will receive a Registered Nurses' Market Adjustment Allowance on the following basis:

Diploma Registered Nurse	)	
Registered Nurse possessing a BScN	)	<b>up to \$875 per year</b>
Registered Nurse possessing an MScN	)	<b>up to \$1,200 per year</b>

An eligible registered nurse shall only receive one allowance based on the highest education level achieved. The employee shall provide the Employer with a copy of the appropriate degree.

The allowance shall be calculated on a fiscal year basis (April 1 to March 31) and paid on a bi-weekly basis in accordance with Article 17.02. A regular part-time employee shall earn Registered Nurses' Market Adjustment Allowance in proportion to the average number of regular hours (as defined in Article 44.14(2)) worked per week in relation to a full-time employee in the same classification as specified in Article 15.

An eligible auxiliary seasonal or auxiliary on-call registered nurse will be paid, at the end of each eligible year or at the end of their last work assignment during an eligible year, an allowance that is pro-rated in proportion to the number of regular hours worked in relation to a full-time employee in the same classification.

This Letter of Understanding and the Registered Nurses' Market Adjustment Allowance shall terminate on expiry of the collective agreement.

**LETTER OF UNDERSTANDING “O –1”**

**RN RETENTION ALLOWANCE AND REGISTERED NURSES OUTSIDE OF WHITEHORSE  
RECRUITMENT AND RETENTION ALLOWANCE**

In recognition that the Employer is having difficulty recruiting and retaining Registered Nurses (RNs) in many program areas, particularly Community Nursing, the Parties have agreed to the following terms and conditions:

**A. REGISTERED NURSES RETENTION ALLOWANCE**

Effective on **July 1, 2019**, all Registered Nurses will be eligible for a retention allowance of up to three-thousand dollars (\$3,000.00) per annum. Registered Nurses are those employees appointed to positions designated by the Employer as requiring a Registered Nurse and who must be registered with the Yukon Registered Nurses Association, and who either perform nursing duties as a significant portion of their work responsibilities or directly supervise Registered Nurses who perform nursing duties as a significant portion of their work responsibilities.

**B. REGISTERED NURSES OUTSIDE OF WHITEHORSE RECRUITMENT/RETENTION ALLOWANCE**

Effective on **July 1, 2019**, those Registered Nurses whose **substantive position is headquartered in a Yukon community outside of Whitehorse, and who either perform nursing duties as a significant portion of their work responsibilities or directly supervise Registered Nurses who perform nursing duties as a significant portion of their work responsibilities**, shall be eligible to receive a retention allowance of up to three-thousand dollars (\$3,000.00) per annum, in addition to the Registered Nurses retention allowance.

The allowance in A and B shall be calculated on an annual basis (July 1 to June 30) and paid on a bi-weekly basis in accordance with Article 17.02.

In both A and B above, a regular part-time Registered Nurse shall earn the allowance in proportion to the average number of regular hours (as defined in Article 44.14(2)) worked per week in relation to a full-time employee in the same classification as specified in Article 15.

An eligible auxiliary on-call Registered Nurse shall be paid, at the end of each eligible year or at the end of their last work assignment during an eligible year, an allowance that is pro-rated in proportion to the number of regular hours worked in relation to a full-time employee in the same classification.

This Letter of Understanding will terminate on expiry of the collective agreement.

**LETTER OF UNDERSTANDING “P”**

**HOURS OF WORK - REGISTERED NURSE FLOAT POSITIONS**  
**WHITEHORSE CONTINUING CARE**

**Average Hours of Work – Registered Nurse, Licensed Practical Nurse and Nursing Home Attendant Float Positions, Whitehorse Continuing Care (Long-Term Care Homes) and Licensed Practical Nurse and Home Support Worker Float Positions (Home Care)**

In view of operational requirements, hours of work for regular float positions may be scheduled so that over a period of twenty-eight (28) consecutive calendar days, the employees shall:

- (1) work an average of thirty-seven and one-half (37½) hours per week, Monday through Sunday;
- (2) work an average of 8 (eight) hours or 12 (twelve) hours per day, inclusive of the meal break;
- (3) be entitled to overtime compensation at the rate of time and one-half (1½T) for the first four hours and double time (2T) thereafter when the employee has been authorized in advance by the Employer to work:
  - (a) In excess of the normal daily hours of work required to be performed by a full-time employee in the same classification, provided **they have** worked a full shift; or
  - (b) In excess of eight (8) or twelve (12) continuous hours when those hours are not part of a regular shift as defined in 15.10(2)(b); or
  - (c) In excess of:
    - ♦ 6on/3off working eight (8) hour shifts
    - ♦ 4on/5off working twelve (12) hour shifts
    - ♦ 5on/2off working any combination of eight (8) hour and twelve (12) hour shifts up to forty-eight (48) hours. Any combination of eight (8) hour and twelve (12) hour shifts in a five-day period, which exceeds 48 hours, will attract overtime rates.
  - (d) Any hours an employee works in advance of working a full regular shift will also count towards calculating the overtime threshold during the full shift, provided that at least four (4) hours have not elapsed between the hours worked and the commencement of the full shift; or
  - (e) Hours of work authorized in excess of one hundred and fifty (150) regular hours of work, in the twenty-eight (28) calendar day period.
- (4) Designated holidays, which fall within the twenty-eight (28) calendar day period, shall be subtracted from the total of one hundred and fifty (150) hours; and
- (5) Two consecutive days of rest;
- (6) **Work in various locations within their headquarters, in varying units, and working a variety of shifts based on operational requirements; and**
- (7) **Be provided with notice under Article 15.03 of a shift change.**



## **LETTER OF UNDERSTANDING “Q”**

### **COMMUNITY NURSING ALLOWANCES**

#### **A. RETENTION ALLOWANCE**

In recognition of the market forces affecting the retention of indeterminate nurses, the Parties agree as follows:

Effective January 1, 2016 a nurse whose substantive position is in a Yukon Community outside of Whitehorse or a nurse whose substantive position is a Primary Health Care Nurse Float, and who is providing services in a community outside of Whitehorse and who has completed two years of continuous service, shall be eligible to receive a retention allowance in amount of:

\$4,000 at the completion of two (2) years of continuous service and;  
 \$5,000 at the completion of three (3) years of continuous service and;  
 \$6,000 at the completion of the fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) years of continuous service and;  
 \$8,000 at the completion of the sixth (6<sup>th</sup>) and subsequent years of continuous service

A regular part-time nurse shall earn the allowance in proportion to the average number of regular hours (as defined in Article 44.14(2)) worked per week in relation to a full-time employee in the same classification as specified in Article 15.

This allowance will be paid out in a lump sum payment (less statutory deductions) once per year on the qualifying date.

#### **B. MENTORSHIP ALLOWANCE**

Effective the date of ratification, a Primary Health Care Nurse or Primary Health Care Nurse in Charge who mentors a Nurse in the Primary Health Care Nurse role and is designated a mentor under a formal mentorship agreement approved by Community Nursing, shall be eligible for an allowance of \$125/week. This allowance shall be paid for each week or portion thereof that the approved formal mentorship agreement is in effect. This allowance does not apply to the supervision or mentorship of university student practicums. Participation in a formal mentorship agreement as a designated mentor in Community Nursing will not result in undue workload on other nursing staff in the health centre.

This Letter of Understanding and the Community Nurse Retention Allowance shall terminate on expiry of the collective agreement.

## **LETTER OF UNDERSTANDING “R”**

### **NURSE PRACTITIONER MARKET ADJUSTMENT ALLOWANCE**

In recognition of the market forces affecting the recruitment of Nurse Practitioners the Parties agree as follows:

Effective April 1, 2019, regular full-time and part-time Nurse Practitioners shall receive a Market Adjustment Allowance of up to twelve thousand dollars (\$12,000.00) per annum allocated on the following basis:

The allowance shall be calculated on a fiscal year basis (April 1 to March 31) and paid on a bi-weekly basis in accordance with Article 17.02. A regular part-time employee shall earn the Nurse Practitioner Market Adjustment Allowance in proportion to the average number of

regular hours (as defined in Article 44.14(2)) worked per week in relation to a full-time employee in the same classification as specified in Article 15.

This Letter of Understanding and the Market Adjustment Allowance shall terminate on the expiry of the Collective Agreement.

### **LETTER OF UNDERSTANDING “S”**

#### **USE OF AUXILIARY ON-CALL EMPLOYEES**

The **Parties** agree that there should be a continuing monitoring of the use of **Auxiliary On-Call** employees by the **Parties**. The **Parties** will meet every six (6) months to review and monitor the use of **Auxiliary On-Call** employees in that period through the “Joint Consultation committee”. The committee will be provided with the required information, subject to legislated limitations as listed in **Article 53.10** to make a determination that an Auxiliary On-Call employee is being utilized as per Article 2.01(7)(c)(ii). **Auxiliary On-Call employees, who have been working in an Auxiliary On-Call Reinforcement position in excess of two (2) years, shall be reviewed by the Parties to determine whether the employees are working in the appropriate category of employment based on the operational needs of the department.**

If there is an inconsistency identified, as per the above noted Article **2.01(7)(c)(ii)**, the Employer will recommend to the Deputy Minister of the appropriate department, that necessary action be taken to rectify the inconsistency and the Deputy Minister will respond within sixty (60) days.

Where the **Parties** are unable to agree that an Auxiliary On-Call employee is being utilized in a manner intended within the definition, or the recommended action is not being taken by the employing department, the Union may refer the matter to the Public Service Commissioner. The Commissioner, or delegate, will review the Union’s concern as expressed in the referral, and will render a decision within twenty (20) days of it being referred. If the Union is not satisfied with the Commissioner’s response, the matter can be referred to adjudication.

Nothing in this Letter of Understanding shall limit any pre-existing rights of either Party nor shall it prejudice any position the **Parties** may take with respect to any grievances or other complaints.

### **LETTER OF UNDERSTANDING “T”**

#### **AVERAGE HOURS OF WORK – CRITICAL CARE PARAMEDIC (CCP) AND PRIMARY CARE PARAMEDIC (PCP) FLOAT POSITIONS (EMERGENCY MEDICAL SERVICES)**

In view of operational requirements, hours of work for regular CCP and PCP float positions may be scheduled so that over a period of twenty-eight (28) consecutive calendar days, the employees shall:

- (1) Work an average of thirty-seven and one-half (37½) hours per week, Monday through Sunday;
- (2) Work an average of ten (10) hours, twelve (12) hours, or fourteen (14) hours per day inclusive of the paid meal period of one-half (½) hour;
- (3) Be entitled to overtime compensation at the rate of time and one-half (1 1/2T) for the first four hours and double time (2T) thereafter when the employee has been authorized in advance by the Employer to work:

- (a) In excess of the normal daily hours of work required to be performed by a full-time employee in the same classification, provided they have worked a full shift; or
  - (b) Hours of work authorized in excess of one hundred and fifty (150) regular hours of work, in the twenty-eight (28) calendar day period.
  - (c) Hours of work authorized on designated holidays will be paid the applicable overtime and in accordance with 16.08(3).
- (4) Have designated holidays, which fall within the twenty-eight (28) calendar day period, subtracted from the total of one hundred and fifty (150) hours;
- (5) Be provided leave accruals in accordance with Article 15.21(1)(c);
- (6) Work in various locations within their headquarters in varying crews and working a variety of shifts based on operational requirements; and
- (7) Be given notice under Article 15.03 of a shift change.

### **LETTER OF UNDERSTANDING "U"**

#### **FISH AND WILDLIFE STAFF; PARK INTERPRETIVE STAFF** (excluding Administrative Assistant and Office Manager)

1. "This Letter of Understanding shall terminate upon expiry of the Collective Agreement, or sooner upon three (3) months written notice from either party to the other. Upon such termination, the provisions of Article 15.17 or article 15.19, as appropriate, will again apply.

In view of operational requirements, hours of work may be scheduled so that, over a period of twenty-eight (28) consecutive calendar days, the employee shall:

- (i) work an average of thirty-seven and one-half (37½) hours per week, Monday through Sunday; and
- (ii) work an average of seven and one-half (7½) hours per day, exclusive of a meal period.

With respect to regular and seasonal employees that are on 28 day schedule:

- a) hours worked in excess of 150 in the 28 day period when directed/authorized by Employer (overtime hours) will be paid at 1½T, or can be banked and liquidated as compensatory leave;
- b) hours worked in excess of 150 in the 28 day period when initiated by employee (referred to as "flex hours"), who must notify the Employer in advance of working it, will be paid at straight time, or can be banked and liquidated as compensatory leave;
- c) hours worked in excess of the threshold in (b) above may not exceed 4.5 hours on a daily basis, and must be in accordance with a pre-approved management plan;
- d) combined amount of banked overtime and banked "flex hours" cannot exceed 150 hours;
- e) call backs are not included in the 150 hours;

- f) Designated holidays which fall within the twenty-eight (28) calendar day period shall be subtracted from the total of one hundred and fifty (150) hours;
- g) employees must report banked "flex hours" on monthly basis;
- h) employees who accrue the majority of their banked hours (both "flex hours" and overtime) in the summer, must liquidate the banked hours by the following May 31;
- i) Employees who accrue the majority of their banked hours (both "flex hours" and overtime) in the fall/winter, must liquidate the banked hours by the following October 31<sup>st</sup>.

Banked overtime hours that are not liquidated as leave by the dates set out in (g) and (h) above shall be paid out at the rate they were accrued. Banked flex hours must be taken as leave, however if the leave cannot be granted due to operational requirements, it will be paid out. During the two (2) months prior to the duties set out in (g) and (h) above, the Employer may require the employee to take the leave, provided adequate notice is given (2 weeks).

**Seasonal employees who accrue banked compensatory leave during their season, must liquidate the banked hours by the end of their season. Banked overtime hours that are not liquidated as leave by the end of their season, shall be paid out at the rate they were accrued. Approval of compensatory leave is subject to operational requirements.**

#### **LETTER OF UNDERSTANDING "V"**

**(Intentionally left blank)**

#### **LETTER OF UNDERSTANDING "W"**

#### **CENTRALIZED RECRUITMENT & CERTIFICATION PILOT**

A centralized recruitment and certification pilot project has been established to streamline the recruitment process to fill Administrative positions and may also be used to fill other vacant generic positions across Yukon Government which may include Information Technology, Communications, Policy, Finance and some Human Resources positions. As further generic positions are added the Union will be consulted prior to implementation.

- (1) The Parties agree to suspend Articles 46.01 (1), 46.01 (3), and 46.03 for competitions that are within the pilot project, for the life of the collective agreement, and are replaced as follows:
  - (a) Certification Interview:  
All bargaining unit applicants who do not certify are granted appeal rights. All certified applicants are placed on a "candidate registry". As they are not ranked, no appeal rights are given.
  - (b) Department Interview:  
Applicants will be selected from "Candidate Registry" for interview (by PSC). Top-Ranked candidate is offered the position. Certified applicants are placed on an eligibility list, and all bargaining unit applicants who are interviewed by the department are granted appeal rights.
  - (c) Centralized Hire:

As hire is through a competitive process, no additional appeal rights will be provided.

- (2) The Employer will evaluate the pilot project throughout the life of the collective agreement to determine whether to continue, change, or to terminate the pilot project.
- (3) The Employer agrees to advise the Union of any significant changes to the pilot project prior to implementation.
- (4) This agreement may be cancelled, in whole or part, with agreement of the Parties.

### **LETTER OF UNDERSTANDING “X”**

#### **CHANGES TO THE INSURED BENEFITS PLAN**

The Parties recognize that the employee group insurance benefits plan (the “plan”) design is governed by a contract which covers all Government of Yukon employee groups under specified terms and conditions and that the process for recommending any changes to the plan is governed by the Joint Management Committee (JMC) pursuant to the *Public Service Group Insurance Benefit Plan Act*.

The Parties recognize that any proposed changes to the plan made pursuant to the JMC process will be in the form of recommendations, subject to the authority and final decision of the Minister of Finance.

### **LETTER OF UNDERSTANDING “Y”**

#### **PAY INCREASES**

The following pay increases shall take effect in the January 1, 2019 to December 31, 2021 collective agreement:

**Effective January 1, 2019    1.75%**

**Effective January 1, 2020    1.75%**

**Effective January 1, 2021    1.75%**

### **LETTER OF UNDERSTANDING “Z”**

#### **CONSERVATION STAFF**

**(excluding Administrative Assistant and Office Manager)**

1. “This Letter of Understanding shall terminate upon expiry of the Collective Agreement, or sooner upon three (3) months written notice from either party to the other. Upon such termination, the provisions of Article 15.17 or article 15.19, as appropriate, will again apply.

In view of operational requirements, hours of work may be scheduled so that, over a period of twenty-eight (28) consecutive calendar days, the employee shall:

- (i) work an average of thirty-seven and one-half (37½) hours per week, Monday through Sunday; and

- (ii) work an average of seven and one-half (7½) hours per day, exclusive of a meal period.

With respect to regular and seasonal employees that are on 28 day schedule:

- a) hours worked in excess of 150 in the 28 day period when directed/authorized by Employer (overtime hours) will be paid at 1½T, or can be banked and liquidated as compensatory leave;
- b) hours worked in excess of 150 in the 28 day period when initiated by employee (referred to as “flex hours”), who must notify the Employer in advance of working it, will be paid at straight time, or can be banked and liquidated as compensatory leave;
- c) hours worked in excess of the threshold in (b) above may not exceed 4.5 hours on a daily basis, and must be in accordance with a pre-approved management plan;
- d) combined amount of banked overtime and banked “flex hours” cannot exceed 150 hours;
- e) call backs and stand-by are not included in the 150 hours;
- f) call outs (when an employee is required to respond to unplanned events in accordance with the COSB Risk Management Framework, on a day when **they have** not otherwise planned to work) are not included in the 150 hours. Call outs will be paid in accordance with call back provisions pursuant to Article 18.01.
- g) Designated holidays which fall within the twenty-eight (28) calendar day period shall be subtracted from the total of one hundred and fifty (150) hours.
- h) employees must report banked “flex hours” on monthly basis.
- i) employees who accrue the majority of **their** banked hours (both “flex hours” and overtime) in the summer, must liquidate the banked hours by the following May 31;
- j) Employees who accrue the majority of their banked hours (both “flex hours” and overtime) in the fall/winter, must liquidate the banked hours by the following October 31st.

Banked overtime hours that are not liquidated as leave by the dates set out in **(i) and (j)** above shall be paid out at the rate they were accrued. Banked flex hours must be taken as leave, however if the leave cannot be granted due to operational requirements, it will be paid out. During the two (2) months prior to the duties set out in **(i) and (j)** above, the Employer may require the employee to take the leave, provided adequate notice is given (2 weeks).

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