

File: 2100 2122-32.01-3

July 10, 2016

TO: ALL PSAC MEMBERS EMPLOYED WITH THE YUKON TERRITORIAL
GOVERNMENT

RE: **RATIFICATION OF TENTATIVE AGREEMENT**

A tentative collective agreement was reached on May 25, 2016, on behalf of the PSAC members at the YTG. The tentative agreement if ratified by the membership will commence upon ratification and will have an expiry date of December 31, 2018.

ECONOMIC INCREASES

The tentative agreement provides for economic increases as follows:

EFFECTIVE:

January 1, 2016 a general economic increase of 2.00%
January 1, 2017 a general economic increase of 1.50%
January 1, 2018 a general economic increase of 1.50 %

In addition, regular workers who have reached their maximum rate of pay will also receive a \$500 supplementary retention payment provided they are not on extended (longer than six months) authorized leave without pay.

Seasonal workers at their maximum rate of pay shall also receive a \$500 supplementary retention payment at the completion of their second consecutive season. And every two seasons thereafter.

Premiums

The premium payment for On-Call workers has been increased to **\$2.00** from \$1.50. Article 55.01

Boot Allowance – The boot allowance will be increased from \$150 to **\$175.00**. Article 36.02 (1) (2).

The parties have agreed a new Letter of Understanding to recommend to the Joint

Management Committee **increase the vision care minimum to \$300.00 per year.**

NEW retention allowances are now available for Audiologists (Letter of Understanding N) and for Regional Social Workers outside of Whitehorse (Letter of Understanding F)

OTHER HIGHLIGHTS

Special Leave

The former Pilot Project for Special Leave has now been incorporated into Article 24 with the following noteworthy and profound changes:

NEW: The definition of family has been removed from the article and allows for greater flexibility for workers at times of bereavement. (Article 24.03 (1))

NEW: Domestic violence has been added to the reasons a worker may require special leave. Further, an employee accessing special leave for this reason, has the ability to request the advancement of special leave if they have run out of or not yet accrued sufficient leave for their needs. (Articles 24.03 (15) and 24.05)

Community Health Nursing

A number of significant improvements to the working conditions of Primary Health Care Nurses in communities. We have addressed staffing shortages and safer working conditions in a number of ways.

- NEW: Provision of additional staff in One Nurse stations which will reduce the amount of time a nurse is required to work alone. (LOU M – One Nurse Health Centres Project)
- NEW: Second on standby language for multiple nurse stations to address times of peak volume. (Article 18.03 (8))
- Reconfiguring of the joint committee (Letter of Understanding V) to make it more accountable. The Committee, will on a priority basis deal with the new Article 18.08 and survey CHN which types of community events should be included for the application of this Article. (Letter of Agreement #11)
- NEW Part-time Rotational Replacements (Letter of Understanding L)
- Allowance and Retention Improvements (Letter of Understanding Q)
- NEW Mentorship Allowance (Letter of Understanding Q)

Severance

A new Clause 19.10 has been added to Article 19 and provides for the following:

- A worker can request voluntary severance pay outs in 5 year increments once a year by September 30th

- The pay-out is calculated at a 50% discount
- The number of years of voluntary severance paid out will be subtracted from your balance of severance
- Future earning and accrual of severance shall remain unaffected

A handout with sample calculations is available.

Psychological Health In the Workplace

The parties have also agreed to refer the issue of National Standards for Psychological Health and Safety in the workplace to the Disability Management Leadership Committee; with guidance to begin the work of examining the National Standards and to conduct an inventory of current Yukon Government measures and developing a timeline as part of the planning.

Respectful Workplace

A letter of Agreement (#10) has been signed, the purpose of which is to explore other ways to resolve cases where there have been egregious situations that have not been resolved through the existing Collective Agreement and Policy Provisions.

Lastly, Articles 53 Auxiliary Employees and 54 Seasonal Auxiliary Employees have been reorganized and edited for ease of access, duplicate language has been removed and new language 54.08 to 54.10 has been added to clarify current practice with regards to seasonal employees.

The team would also like to acknowledge the excellent work of the bargaining team for the preliminary round of negotiations, and Debbie Wren who left the team early.

A number of other proposed changes throughout the Collective Agreement are appended, so please review the attached document carefully. The first section deals with all substantive changes to the Collective Agreement and the second section deals with editorial changes to the collective agreement.

Your bargaining team comprised of:

Steve Geick

Sue Christianson

Blair Andre

Sandra Frost

Ryan Hannah

Tom Luxemberger

Lisa Volluns-LeDuc

Janson LaBond

Erna Post

Unanimously recommend acceptance of this tentative agreement.

In solidarity,

Jack Bourassa, REVP North

cc: NBOD

Steve Geick, President YEU

Directors Team

Linda Cassidy, A/Coordinator, Negotiations

Erna Post, Negotiator

Negotiators/Research Officers

Debbie McLaughlin, A/Regional Coordinator North

Lisa Addario, Coordinator, Representation Section

Shelina Merani, Coordinator, Communications

Micheline Labelle-Jackman, Supervisor, Membership Administrator

Dale Robinson, Strike Mobilization Project Officer

Effective September 1, 2016 and every subsequent year thereafter, a regular employee who is receiving the maximum rate of pay in his/her substantive position shall receive a \$500 supplementary retention payment, subject to statutory deductions. This payment will be paid on the first pay day in September. A regular employee who is on authorized leave without pay in excess of 6 consecutive months, other than maternity or parental leave, during the period of September 1-August 31 shall not be eligible for this payment.

Effective September 1, 2016, a seasonal employee who is receiving the maximum rate of pay in their substantive position shall be provided a \$500 supplementary retention payment, subject to statutory deductions at the completion of his/her second consecutive season from the date of the last performance salary increment and at the completion of every two consecutive seasons thereafter.

Article 15

Hours of Work

15.02(3) 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.**

15.15 Hours of Work – for Registered Nurse Supervisors (Continuing Care) and Nursing Employees assigned to the Thomson Centre

(3) (g) **Notwithstanding Article 16.02, when a Registered Nurse Supervisor who is regularly scheduled to work 10 hours and 40 minutes, is required to work a 12 hour shift, he/she shall be compensated overtime for the full 1 hour and 20 minutes at the applicable overtime rate.**

Article 16.08 & 16.09

Emergency Medical Services Shift Work
Employees

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 his/her 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 he/she is not scheduled to work - his/her regular wages for the day designated as the holiday;**

(ii) **when he/she works on a holiday;**

(a) his/her 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.

(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 his/her 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).**

Overtime Compensation for On-Call Employees

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

16.09 (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 Info Centre Receptionist, Info Centre Supervisor, and Beringia Centre Interpretive 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 he/she is 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 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 he/she 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.

- 16.09 (5) (a) When an on-call employee works pursuant to paragraphs (1), (2), (3) or (4) above, he/she 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 he/she has 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.

Article 18

Stand-by Pay

18.03 Stand-by Pay

With the exception of article 18.03(6), 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 his/her regular straight time hourly rate for each eight (8) consecutive hours or portion thereof, that he/she is on stand-by.
- 18.03 (2) An employee designated by letter or by list for stand-by duty shall be available during his/her 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 he/she is required to remain in the residence during off-duty hours.
- (7) (a) **An on-call Community Health Nurse or Primary Health Care Nurse shall be entitled to stand-by pay when he/she is 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 Leave - Medevac designated by letter or by list and assigned a shift in accordance with (b) in the case of Ambulance Attendant or Supervisor EMS shall be available during his/her period of stand-by at a known telephone number and be available to return to duty as quickly as possible if called.**
- (d) **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) **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.**

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:

- a) Pay-out must be requested in five-year increments, (e.g. 5 years, 10 years, etc.)
- b) An employee may request a voluntary severance pay-out each time the employee accrues another five year increment of severance.
- c) Request for pay-out must be made by September 30 each year
- d) Voluntary severance will be paid on the pay day falling immediately after November 1
- e) 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.
- f) The number of years of voluntary severance paid out will be subtracted from remaining accrued balance of severance for the purposes of Article 19.
- g) An employee's future earning and accrual of severance shall remain unaffected.

(Note: Refer to Article 53.05 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 his/her 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 his/her 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.

- (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 special 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 his/her sick dependant(s) or a sick person permanently residing in his/her 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 his/her normal hours of work.

(5) When an employee is required to travel outside of his/her 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 his/her 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 his/her 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 adoption 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 him/her 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 his/her 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 he/she is 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 26.02

Injury on Duty Leave

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 it is determined by the Workers' Compensation Board that he/she is unable to perform his/her duties because of:
- (a) personal injury accidentally received in the performance of his/her duties and not caused by the employee's wilful misconduct;
 - (b) sickness resulting from the nature of his/her employment;
 - (c) overexposure to radioactivity or other hazardous conditions in the course of his/her employment; or
 - (d) a personal injury, where an off-duty employee is a victim of an assault or an act of violence and such assault or act of violence arises as a result of the employee performing his/her normal responsibilities and not caused by his/her own misconduct;

if the employee agrees to pay the Employer any amount received by him/her for loss of wages in settlement of any claim he/she may have in respect of such injury, illness or exposure.

- (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 his/her 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 event 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, s/he shall earn leave accruals in accordance with the appropriate article.

Article 35

Tool Replacement and Allowance

35.02 (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 three hundred dollars (\$300) and to a further allowance of one hundred and fifty dollars (\$150) 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 one hundred **and** fifty dollars (\$150) and to a further allowance of seventy-five dollars (\$75) for each completed year of service thereafter to a total maximum allowance of six hundred dollars (\$600).

Article 36

Clothing and Protective Equipment

36.02 Safety Footwear Allowance

- (1) Regular employees and employees in positions under Letter of Understanding “K” and Letter of Understanding “R” 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 1st **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.

Article 53

Auxiliary Employees

53.01 Vacation Entitlement

- (1) (a) All auxiliary 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 (4th) year of continuous service from the date of his/her initial hire, an auxiliary 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 (15th) year of continuous service from the date of his/her initial hire, an auxiliary 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 (26th) year of continuous service from the date of his/her initial hire, an auxiliary 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 auxiliary employee's base pay paid to him/her by the Employer, exclusive of premium payments, overtime and any other allowances or payments.
- (2) Auxiliary 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:

<u>Years of Continuous Service as of April 1st</u>	<u>Weeks of Leave of Absence</u>
In the first (1 st) and subsequent years	four (4) weeks
In the fourth (4 th) and subsequent years	five (5) weeks
In the fifteenth (15 th) and subsequent years	six (6) weeks
In the twenty-sixth (26 th) 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 his/her Supervisor. **Requests for the leave of absence submitted with less than thirty (30) days' notice may be approved at the discretion of his/her 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 his/her leave of absence without pay for vacation purposes.

(4) **Long Service Vacation Leave Benefits**

- (a) On the date an auxiliary employee completes the qualifying period of continuous service with the Yukon Government as set out in paragraph (b) below, he/she 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**

An auxiliary 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 auxiliary employee or his/her Estate shall be paid for any vacation pay outstanding.

53.02 Sick Leave

The Employer may require an auxiliary employee to provide a medical certificate from a qualified practitioner of the employee's choice certifying that the employee is able to resume his/her job when the reason for the absence was an injury or a contagious disease.

53.03 Injury On-Duty Leave

An auxiliary-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 auxiliary 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 auxiliary-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 auxiliary 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 auxiliary 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 his/her first Yukon Bonus.

- (3) For each completed 1,950 regular hours of continuous service subsequent to his/her initial qualifying period of service, an auxiliary employee is entitled to a Yukon Bonus.

53.05 **Performance Review**

- (1) (a) An on-call employee shall have his/her job performance evaluated at the following times:
- (i) prior to the completion of his/her 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, his/her immediate supervisor will, on an informal basis, advise the employee on the standard of his/her performance and conduct. If the supervisor perceives the probationary employee's performance or conduct as being unsatisfactory, he/she 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 auxiliary 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 his/her position; or
- (b) Subject only to satisfactory conduct and performance, an auxiliary 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 auxiliary 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, he/she shall not be entitled to receive a performance salary increment.
- (3) Where the Employer determines not to grant the performance salary increment to an auxiliary 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 his/her 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 his/her 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 auxiliary employee's job performance, a written document is placed on his/her personnel file, the employee concerned shall be given an opportunity to sign the review form or document in question and to indicate that its

contents have been read and explained. Upon request, the auxiliary employee shall receive a copy of his/her performance evaluation review.

- (6) The Employer will provide a space on the performance review document for the employee to make written comments pertaining to his/her assessment.

53.06 An auxiliary 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 his/her former position shall have his/her 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 auxiliary employee shall be considered to have been permanently released from his/her employment with the Employer in the event that:

- (1) he/she is rejected while on probation;
- (2) he/she is terminated for just cause;
- (3) he/she voluntarily terminates or resigns from his/her employment;
- (4) he/she is declared to have abandoned his/her position under Section 116 of the Public Service Act, as may be amended from time-to-time; or
- (5) he/she has not actively worked for the Employer in his/her auxiliary position for a period of twelve (12) months.

53.08 **Severance Pay**

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

An auxiliary 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 auxiliary 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 auxiliary 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 he/she was 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 auxiliary employee is permanently released pursuant to Article **53.07** (5)

(5) **Resignation:**

Subject to paragraph (6) below, an auxiliary 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 he/she was granted severance pay.

(6) **Retirement:**

On termination of employment, except for termination for just cause, an auxiliary 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 he/she was granted severance pay.

(7) **Rejection on Probation:**

On rejection on probation from a different position during his/her continuous employment than the one to which an auxiliary 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.

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

53.09 Cash Gratuity

Regardless of any other benefits payable, if an auxiliary employee dies, there shall be paid to his/her 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 he/she was granted severance pay.

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 (4th) year of continuous service from the date of his/her 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 (15th) year of continuous service from the date of his/her initial hire, **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 (26th) year of continuous service from the date of his/her 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 him/her 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) (a) As of April 1st of each year, a **seasonal** employee shall be entitled to the following leave of absence without pay for vacation purposes to be taken during the fiscal year:

<u>Years of Continuous Service as of April 1st</u>	<u>Weeks of Leave of Absence</u>
In the first (1 st) and subsequent years	four (4) weeks
In the fourth (4 th) and subsequent years	five (5) weeks
In the fifteenth (15 th) and subsequent years	six (6) weeks
In the twenty-sixth (26 th) and subsequent years	seven (7) weeks

- (b) Subject to the operational requirements of the Employer, a **seasonal** employees 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 his/her Supervisor.

Requests for the leave of absence submitted with less than thirty (30) days' notice may be approved at the discretion of his/her Supervisor

- (c) The Employer shall not attempt to call the **seasonal** employee to accept a work assignment during the period that the employee is on his/her leave of absence without pay for vacation purposes.

(4) **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, he/she 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

- (5) On permanent release as defined in Article **54.11**, a **seasonal** employee or his/her 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 his/her specific period of seasonal employment pursuant to Article **54.10** 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 **54.10**.

<u>Length of Seasonal Employment</u>	<u>Amount of Sick Leave Credits</u>
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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 (½) of the number of days of the employee's unused sick leave credits.

- (e) A seasonal employee who is unable to perform his/her duties because of illness, injury or quarantine may be granted sick leave with pay up to the maximum of 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 his/her 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", "his/her 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 his/her first Yukon Bonus.
- (3) For each completed 1,950 regular hours of continuous service subsequent to his/her 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:

<u>Employees' Headquarters Area</u>	<u>Travel Bonus Credits</u>
Carcross and Tagish	One and one-half
Teslin	(1½) days
Carmacks	
Haines Junction	
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 his/her 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 his/her 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, his/her spouse and one child.

54.06 Performance Review

- (1) (a) A seasonal employee shall have his/her job performance evaluated at the following times:
 - (i) prior to the completion of his/her 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 his/her 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 his/her supervision.
 - (c) During the seasonal employee's probationary period, his/her immediate supervisor will, on an informal basis, advise the employee on the standard of his/her performance and conduct. If the supervisor perceives the probationary employee's performance or conduct as being unsatisfactory, he/she 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 he/she 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, he/she 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 his/her 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 his/her 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 his/her personnel file, the employee concerned shall be given an opportunity to sign the review form or document in question and to indicate that its contents have been read and explained. Upon request, the **seasonal** employee shall receive a copy of his/her performance evaluation review.
- (6) The Employer will provide a space on the performance review document for the employee to make written comments pertaining to his/her 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 his/her former position shall have his/her 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, he/she has completed a seasonal work assignment and has 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 his/her seasonal assignment in the event that his/her 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 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 53.01.

- (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 53.01.

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 his/her employment with the Employer in the event that:

- (1) he/she is rejected while on probation;
- (2) he/she is terminated for just cause;
- (3) he/she voluntarily terminates or resigns from his/her employment;
- (4) he/she is declared to have abandoned his/her position under Section 116 of the Public Service Act, as may be amended from time-to-time; or
- (5) he/she has not actively worked for the Employer in his/her auxiliary position for a period of twelve (12) months.

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 he/she went off-duty.
- (3)
 - (a) At least one month prior to his/her 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 his or her seasonal work assignment, including the date on which he/she 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 his/her entitlement for recall, and may be considered as having voluntarily terminated his/her 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) Permanent Release - Inactivity

A **seasonal** employee who has worked 1950 regular hours of work of continuous employment and who is permanently released pursuant to Article 54.11(5) is entitled to be paid severance pay at the time of permanent release.

(2) In the case of a **seasonal** employee who is permanently released pursuant to Article 54.11(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 a **seasonal** employee who is permanently released pursuant to Article 54.11(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 he/she was 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 auxiliary employee is permanently released pursuant to Article 54.11(5)

(5) Resignation:

Subject to paragraph (6) 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 he/she was granted severance pay.

(6) **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 he/she was granted severance pay.

(7) **Rejection on Probation:**

On rejection on probation from a different position during his/her 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.

- (8) Notwithstanding the above provisions, a full-time employee who takes a part-time position within two (2) years of his/her 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 his/her 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 he/she was 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 he/she went off-duty to enter any in-service competition for which he/she would have been eligible had he/she 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 54.01.

Article 58 **Duration and Renewal**

- 58.01 This collective agreement will be renewed for the term **January 1, 2016 to December 31, 2018**. The date of ratification by the parties is XXXX XX, 2016.
- 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.**

Move to Collective Agreement from Letter of Understanding W to a **NEW Article 57, move current Article 57 – Reopener into Article 58.**

Letter of Understanding “W” **Duty to Accommodate**

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.

Letter of Understanding “F” **Regional Social Workers and Supervisor,
Regional Services Allowances**

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 the 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.

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, he/she would work 7.5 hours per day. The employee's salary will be averaged over the year to 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 10 week rotations blocks. The employee would work 10 weeks in the community and have 10 weeks off. Other alternating rotational block schedules would be considered by the Employer, subject to operational requirements and agreement of both rotational partners.

Employees who are currently in part time rotational positions may request to be grandfathered in and **not** have this apply to their position.

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 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 Employer must consent to the change.

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 (7.5 hours per day).
4. Designated Paid Holidays (DPH) will be paid year round. During the employee's rotation on – 3.75 hours will be recovered, during the employee's rotation off – 3.75 hours of DPH 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 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 & from the closest airport to the employees' home. Home is determined by the employee's Canadian driver's licence or for non-Canadian citizens it would be the closest city to point of entry to Canada.

2. Travel is pre-arranged by CN 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 is non-paid nursing time, and 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. If the employee's worksite is more than 200km from Whitehorse, the employee would 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 standard hotel room. When travelling through Whitehorse for rotational changes, employees will be eligible for reimbursement for dinner and/or breakfast if applicable.
5. 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 5 days, they are entitled to full per-diems. If the employee is in the community for longer than 5 days, they are entitled to the applicable rate.
6. Housing in the employee's community headquarters would be provided by Community Nursing, and rotational partners would be allotted 1 housing unit. Rent will be charged at $\frac{1}{2}$ 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 1 day (7.5 hours) of extra hours at the end of each rotation to provide proper hand over to their rotational partner.
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 bedroom in the employee's shared accommodation then the two employees would be expected to share housing during this regular change over period.
3. To ensure continuity in a community, if more than one 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 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.

This Letter of Understanding and the Regional Social Workers' Market Adjustment Allowance shall terminate on expiry of the collective agreement.

Letter of Understanding "M"

**Community Nursing – One Nurse Health
Centres Project**

LOU "M" Community Nursing – One Nurse Health Centres Project

This Letter of Understanding is established to create additional support positions in each of the communities of Beaver Creek and Destruction Bay. The purpose of creating these additional positions is to provide support during a period of increased activity during the summer months and reduce work alone hours.

Summer relief positions will run May 1 to September 30 with one (1) additional PHCN in each of Beaver Creek and Destruction Bay. During the period of October 1 to April 30 one (1) additional PHCN will be shared equitably between each of Beaver Creek and Destruction Bay. This relief PHCN will be scheduled to work at minimum four (4) weeks in each community, for clarity a nurse would be scheduled at minimum four (4) weeks in Destruction Bay and then the next consecutive 4 weeks in Beaver Creek. This scheduling supports coverage of at minimum every third weekend off for each community and provides flexibility of rapid deployment to the other community in times of workload surge or staff emergency leave.

All parties agree that the PHCN position is a hard to fill position and extensive training and mentoring is required for this position. The staffing action will commence immediately following ratification of the Collective Agreement and the project will run the life of the Collective Agreement. An evaluation of the project will be completed at minimum six (6) months prior to the end of the Collective Agreement. The evaluation will be conducted by an independent third party to review its effectiveness and impact on the workplace and may inform changes that may be required for the project.

Community Nursing will make every reasonable attempt to fill this new position with Auxiliary-On-Call (AOC) PHCNs when vacant.

When the project PHCN is in each community after-hours on-call will be shared equitably between the two nurses. On-call scheduling will follow the collective agreement. In addition, during their 4 week rotation between October 1 and April 30 in either community the project PHCN will travel to the other community one weekend during that period to provide relief on call coverage as required.

Community Nursing currently leases relief housing units in each of the project communities. This will be used to house the project PHCN when on rotation.

This Letter of Understanding shall terminate on expiry of the collective agreement.

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 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 a registered with the appropriate Territorial / Provincial Licensing Body is eligible to have his/her 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.

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 years of continuous service and;
\$5,000 at the completion of three years of continuous service and;
\$6,000 at the completion of the fourth and fifth years of continuous service and;
\$8,000 at the completion of the sixth 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"

PILOT PROGRAM

Full-time Reinforcements

This Letter of Understanding 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 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 Pilot Program are the following:

- Youth Service Worker (1)
- Residential Care Worker (1)
- Corrections Officer (3)
- Primary Care Paramedic (3)
- Critical Care Positions (3)
- TOTAL: 11**

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 pilot 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 150 hours or 160 hours, as the case may be, in every four 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 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. Regularly scheduled shifts may not exceed ten hours, twelve hours or fourteen hours for Primary Care Paramedic and Critical Care positions. A Reinforcement worker shall be given a minimum of two consecutive days off in every fourteen 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 he/she is 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. The Pilot Program shall be reviewed and assessed every 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.
8. The Pilot Program may be cancelled, in whole or in part, by either party by serving 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 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.

The parties agree to create a joint committee between the YEU and Health Services, Department of Health and Social Services. The purpose of this committee is to explore issues of mutual interest concerning personnel in community nursing stations including but not limited to health, well-being, safety, and working conditions, including backfill coverage.

The committee will be comprised of the following:

- The YEU President;
- One other member of the YEU executive;
- ~~One~~ **Two** other members of the YEU ~~who is a~~ **who are** nurses in Community Nursing **representing different community demographics will be appointed for one year;**
- The Assistant Deputy Minister, Health Services;
- The Director, Human Resources, Department of Health and Social Services; and
- The Director of Community Nursing-
- **One Community Nursing Manager**

The committee will convene within the first 8 weeks following ratification of this agreement to establish its terms and scope. The committee will meet on a quarterly basis at minimum. **Terms of Reference will be reviewed at first meeting after ratification.**

The intent is to find workable solutions to mutual concerns to increase the health, safety, and productive service delivery of community nursing to Yukon residents. Recommendations agreed to by consensus and within the purview of Health Services will be addressed by the Assistant Deputy Minister, Health Services. Recommendations beyond the mandate of the Assistant Deputy Minister, Health Services will be submitted to the Deputy Minister, Health and Social Services for consideration.

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.

1. The parties agree that a recommendation be made to the JMC to raise the **vision care** maximum to \$300 every two years, effective date of renewal.

May 25, 2016

To: The Disability Management Leadership Committee

Government of Yukon

Re: National Standards for Psychological Health and Safety

The parties agree that the issue of psychological health will be referred to the Disability Management Leadership Committee in order to develop a plan to assess options for complementing the National Standards for Psychological Health and Safety in the workplace including conducting an inventory of current Yukon Government measures and developing a timeline as part of the planning.

Signed,

**GOVERNMENT OF YUKON
CANADA**

PUBLIC SERVICE ALLIANCE OF

LETTER OF AGREEMENT #10
2016 – 2018 PSAC Collective Agreement

Re: Article 6

The Respectful Workplace Steering Committee as constituted under the Respectful Workplace GAM Policy 3.47 will meet within 60 days of ratification of the new Collective Agreement for the purposes of exploring other mechanisms of resolution in cases where there are substantive unresolved issues following the respectful workplace office process including the appropriate timelines for implementation.

Signed,

GOVERNMENT OF YUKON
CANADA

PUBLIC SERVICE ALLIANCE OF

LETTER OF AGREEMENT #11
2016-2018 PSAC Collective Agreement

Re: Article 18.03(8) Stand-by for Primary Health Care Nurses and Primary Health Care Nurses in Charge

At the first Letter of Understanding “V” joint committee meeting, the Employer agrees to discuss the proposed criteria for inclusion in the Community Nursing Business Continuity Plan with respect to Stand-by Pay for PHCN and PHCNIC as per Article 18.03(8). Prior to meeting, Community Nursing will survey Nurses in Charge for input on what type of community events should be included.

GOVERNMENT OF YUKON

PUBLIC SERVICE ALLIANCE OF CANADA

EDITORIAL CHANGES

ARTICLE 2

INTERPRETATION AND DEFINITIONS

“Qualified Medical Practitioner” means Nurse Practitioner or Physician or Primary Health Care Nurse

Article 11

Time Off for Representatives and Alliance Business

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 his/her 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 his/her headquarters area at the same level he/she held before his/her leave. If such a position does not exist in his/her headquarters area, the employee will be provided a position in another headquarters area at the same level he/she held before his/her leave.
 - (c) If the employee is re-elected for subsequent terms, he/she shall continue to be on leave. Upon completion of his/her subsequent terms of office, or if he/she ceases to hold office during such subsequent terms, the employee will assume a position in his/her headquarters area at the same level he/she held before his/her leave. If such a position does not exist in his/her headquarters area, the employee will be provided a position in another headquarters area at the same level he/she held before his/her 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 purpose 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.**

Hours of Work

Article 15

15.01(3)(a) Hours of Work

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 (37½) normal hours per week or seven and one-half (7½) normal hours per day, exclusive of a meal period:

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

Article 15.03

Normal Work Schedule

(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.
- (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.

15.12 Hours of Work – Employees at the Whitehorse Corrections Centre

- (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.

15.23(2)(b) Hours of Work: Emergency Medical Services Shift Work Employees

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 designed 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.

15.29 Security Guards

- (1) Hours of work for regular full-time Security Guards shall be scheduled so that:
- (a) In every seven (7) day period, security guards will work five (5) consecutive days followed by two (2) consecutive days of rest; the security guard will be placed on a full 24 hour seven day rotation of days, evenings, midnights and will be provided with a set permanent schedule of days of rest upon hire.
 - (b) On a daily basis, employees work (8) hours inclusive of a paid meal break of one-half (½) hour.

15.36 Hours of work for 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.

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

Hours of Work for regular full-time and seasonal Airport Equipment Operators **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** employed at the Whitehorse Airport.

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 his/her day of rest.
- (1) **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.**
- (2) **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.**

ARTICLE 25

SICK LEAVE

(Note: Refer to Article 53.02 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 he/she 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 he/she has 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 his/her 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) he/she satisfies the Employer as to his/her entitlement in the manner prescribed below; and
 - (b) where the leave is paid leave, he/she has the necessary sick leave credits, or an advance of sick leave credits has been approved by 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 his/her illness or injury, or that he/she is 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 his/her duties; or
 - (b) by the completion of an Affidavit signed by the employee stating that because of illness, injury or voluntary medical surgical procedure, he/she is unable to perform his/her 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 he/she provides 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 his/her 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 his/her 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 his/her 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.

Article 26**Parental Leave**

26.04 Parental Leave

(1) Parental leave - general

- (a) On request from an employee, parental leave without pay shall be granted for a period of up to fifty-two (52) 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 his/her 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.

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 (½) 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 his/her 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 his/her 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

- 33.05 If a regular employee takes authorized leave without pay in excess of 30 consecutive calendar days, other than maternity or parental leave, his/her Yukon Bonus shall be reduced proportionally for each period of 30 consecutive calendar days of leave without pay that s/he takes.

Article 42

Travel Bonus for Regular Employees Outside of Whitehorse

- 42.01(3) Subject to operational requirements, a regular employee shall be granted his/her earned Travel Bonus Credits by completing the appropriate Leave Request Form.

Article 44

Part-Time Employees

- 44.11 Benefits for Part-time Employees who Job Share

A part-time employee described under article 2.01(9)(b) will have his/her 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.

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 and transfers. Posters 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 his/her 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 his/her 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 he/she determines 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 (c) 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:**

- a)** appointment of target-group members made under the Employment Equity Program,
- b)** appointment of employees requiring workplace accommodation
- c) 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 his or her promotional opportunities have been prejudicially affected he or she 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 that one of the principles of the Government of Yukon is employment equity. As a result, the parties recognize that an employee working for the Government of Yukon must be able to work and integrate him/herself within a cross-cultural environment. The parties agree that the need to work and integrate within a cross-cultural environment constitutes a reasonable qualification to the appointment of an employee to any position within the Government of Yukon.

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: Letters of Understanding

The parties agree to renew the following Letters of Understanding in the current form: B, C, D, E, G, H, I, J, K, L, O, O-1, P, S, T, U, Z.

The parties agree to renew the following Appendices in the current form: A, B, C, D, E, F, G and H.

Appendix "A"

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 Supervisor
Automotive Mechanic
Automotive Mechanic Foreperson
Building Maintenance Worker
Carpenter
Crew Foreperson
Custodial/Assistant Supervisor
Custodial Evening Supervisor
Custodial Evening Worker
Custodial Worker
Custodial Worker/Asst Supervisor
Domestic Aide
Electrician
Equipment Maintenance Planner
Grounds Foreperson
Heavy Equipment Mechanic
Heavy Equipment Mechanic Foreperson
Heavy Equipment Operator

Highway Maintenance Leadhand
Historic Sites Labourer
HVAC/Refrigeration Mechanic
Industrial Mechanic
Labourer
Maintenance Person

Night Custodial Worker Asst Supervisor

Oil Burner Mechanic

Outdoor Power Equipment Technician

Painter

Park Attendant

Parks Facilities Builder

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 & Eduction Services

Technical Specialist (Carpentry)

Technical Specialist (Electrical)

Technical Specialist (Mechanical)

Tire Specialist

Tool Crib Attendant

Trades Foreperson, Carpentry/Painting

Trades Foreperson, Electrical

Trades Foreperson, HVAC

Trades Foreperson, Mechanical

Water & Eduction Equipment Operator

Welder

Hourly Rated Employees**Airport Equipment Operator**

Automotive Mechanic
Automotive Mechanic Foreperson
Building Engineer
Building Maintenance Worker
Carpenter
Crew Foreperson
Custodial/Assistant Supervisor
Custodial Evening Supervisor
Custodial Worker
Electrician
Equipment Maintenance Planner
Fee Collector
Ferry Worker
Grounds Foreperson
Groundskeeper
Heavy Equipment Mechanic
Heavy Equipment Mechanic Foreperson
Heavy Equipment Operator
Highway Maintenance Leadhand
Historic Sites Labourer
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 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 & Eduction Services
Technical Specialist (Carpentry)
Technical Specialist (Electrical)
Technical Specialist (Mechanical)
Tire Specialist
Tool Crib Attendant
Trades Foreperson, Carpentry/Painting
Trades Foreperson, Electrical
Trades Foreperson, HVAC
Trades Foreperson, Mechanical
Warehouse Supervisor
Water & Eduction Equipment Operator
Welder

Tradesperson Pay Grid (95% of Journeyperson Rate) Includes Market Supplement 1.75% Increase to Salaries and Grid Effective January 1, 2015									
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	55,828	64,243	2,139.99	2,462.55	28.53	32.83	26.75	30.78	30.89
TR10	58,004	66,792	2,223.40	2,560.26	29.65	34.14	27.79	32.00	32.11
TR11	60,308	69,489	2,311.71	2,663.64	30.82	35.52	28.90	33.30	33.41
TR12	62,876	72,489	2,410.15	2,778.63	32.14	37.05	30.13	34.73	34.85
TR13	65,695	75,790	2,518.21	2,905.17	33.58	38.74	31.48	36.31	36.44
TR14	68,767	79,384	2,635.96	3,042.93	35.15	40.57	32.95	38.04	38.17
TR15	72,226	83,434	2,768.55	3,198.18	36.91	42.64	34.61	39.98	40.11
TR16	75,943	87,783	2,911.03	3,364.88	38.81	44.87	36.39	42.06	42.20
TR17	80,047	92,576	3,068.35	3,548.60	40.91	47.31	38.35	44.36	44.51

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.

Application of Pay Rates

Trades Group Pay Grid

Trades Group Pay Grid (Includes Market Supplement) 1.75% Increase to Salaries and Grid Effective January 1, 2015									
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	58,769	67,624	2,252.72	2,592.15	30.04	34.56	28.16	32.40	32.51
TR10	61,057	70,307	2,340.42	2,694.99	31.21	35.93	29.26	33.69	33.80
TR11	63,486	73,147	2,433.53	2,803.86	32.45	37.38	30.42	35.05	35.17
TR12	66,183	76,303	2,536.91	2,924.83	33.83	39.00	31.71	36.56	36.68
TR13	69,149	79,773	2,650.61	3,057.84	35.34	40.77	33.13	38.22	38.35
TR14	72,390	83,563	2,774.84	3,203.12	37.00	42.71	34.69	40.04	40.17
TR15	76,029	87,822	2,914.33	3,366.38	38.86	44.89	36.43	42.08	42.22
TR16	79,939	92,399	3,064.21	3,541.82	40.86	47.22	38.30	44.27	44.42
TR17	84,259	97,447	3,229.80	3,735.32	43.06	49.80	40.37	46.69	46.85

APPLICATION OF RATES

JOURNEYPERSON:

Only those employees occupying positions **classified in the Trades Occupational Group** who possess a current valid Journeyperson Certificate related to their work assignment shall receive the Journeyperson 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 Journeyperson hourly rate of pay.