



File: 2100 2122-32.01-3
July 14, 2019

TO: ALL PSAC MEMBERS EMPLOYED WITH THE YUKON TERRITORIAL GOVERNMENT

RE: RATIFICATION OF TENTATIVE AGREEMENT

A tentative collective agreement was reached on June 7, 2019 on behalf of the PSAC members at the YG. The tentative agreement if ratified by the membership will commence upon ratification unless indicated otherwise and will have an expiry date of December 31, 2021.

ECONOMIC INCREASES

The tentative agreement provides for economic increases as follows:

EFFECTIVE:

January 1, 2019 a general economic increase of 1.75%

January 1, 2020 a general economic increase of 1.75%

January 1, 2021 a general economic increase of 1.75%

In addition, the annual maximum of the pay grids will be increased by \$420 effective January 1, 2020.

Effective January 1, 2020, shift premiums will be increased from \$1.50 per hour to **\$2.25** an hour for actual hours worked within a **4 pm to 8 am** window.

A new supplementary market adjustment payment of \$12,000 per year has been added for Nurse Practitioners and a new market adjustment of ten per cent (10%) has been added for Firefighter positions. Both market adjustments will be payable on a biweekly basis for all hours worked.

Tool Allowances have been improved for both Regular and Seasonal Employees (Article 35.02)

Community Allowances and remote premiums have been increased by five (5%) (Articles 38.01 and 38.03)

OTHER HIGHLIGHTS

Article 19 SEVERANCE remains unchanged and all eligible members will be able to continue to accumulate severance.

The Joint Labour Management Committee Article has been strengthened and a trial Joint Learning

Program has been agreed to whereby the Union and the Employer will co-develop and co-deliver training programs. The training topics will be co-selected and developed and could include for example, mental health in the workplace and joint committees

Critical Incident Leave

Breakthrough leave provisions have been achieved for any member (including first responders) who may experience a work-related traumatic incident(s). (Article 26.09)

Hours of Work

With the recent opening of Whistlebend, the hours of work for all Continuing Care locations were reviewed, consolidated and integrated and are outlined in a single article 15.14.

Considerable discussions were undertaken with regards to the hours of work and working conditions of members who provide home support and a Letter of Agreement has been signed to address these outstanding issues.

Article 15.25 has been amended to provide the same travel and overtime provisions for Education consultants and those who provide support to schools.

Respectful Workplace

Improved accountabilities have been added to Article 6 and additional oversight on the matter of grievances has also been outlined in a new letter of understanding J.

Please review the attached information carefully prior to casting your ballot as a number of additional changes have been made.

Your bargaining team comprised of:

Ryan Hannah
Sharon Kroeker
Tom Luxemburger
Anne-Marie Paquet
Kent Winterbottom
Roberta Wurtak
Steve Geick
Paul Johnston
Shawn Vincent
Erna Post

Unanimously recommend acceptance of this tentative agreement.

In solidarity,

Jack Bourassa, REVP North

cc: National Board of Directors
Directors' Team
Regional Political Communications Officer, Yusr Al-Bahrani, North
David-Alexandre Leblanc, A/Coordinator, Negotiations Section
Linda Cassidy, Assistant Coordinator, Negotiations Section
Essential Services & Exclusions
Pierre-Samuel Proulx, A/Senior Research Officer, Negotiations Section
Erna Post, Negotiator
Shawn Vincent, Research Officer
Negotiations Section
Amarkai Laryea, Coordinator, Representation and Legal Services Branch
Daniel Kinsella, Regional Coordinator, North
Joshua Paddon, Regional Representative
Fraser McDonald, Supervisor, Membership Administration
Chantale Fréchette, Administrative Assistant to the Membership Administration Supervisor
Dale Robinson, Strike Mobilization Project Officer
Élise Marcil, National Administrative Assistant

BOLDED LANGUAGE MEANS NEW LANGUAGE

~~STRIKETHROUGHS~~ MEANS THE LANGUAGE WILL BE DELETED

ARTICLE 2

INTERPRETATION AND DEFINITIONS

- 2.01 (7) (a) “Employee” means a member of the Bargaining Unit. ~~Where one gender is used in this agreement, it is also meant to include the other.~~ **Employees are identified as them/they/their throughout the Collective Agreement.**
- 2.01 (23) **“Parties” means the Public Services Alliance of Canada and the Government of Yukon.**

ARTICLE 3

APPLICATION

The parties agree that all letters of agreement will include a duration clause.

ARTICLE 6

RESPECTFUL WORKPLACE

ARTICLE 6.05

~~The Parties agree that they shall cooperate fully with the investigator, and further that there shall be no interference with the process.~~ **The Parties (including employees and representatives of the Employer) shall participate fully in, and shall not interfere with, the processes and investigations established under the terms of the Respectful Workplace Policy.** Members of the bargaining unit are entitled to be represented.

NEW

LETTER OF UNDERSTANDING “J” – RESPECTFUL WORKPLACE OFFICE GRIEVANCES

Notwithstanding any other provision of the Collective Agreement, or Respectful Workplace Policy, and for the duration of this Letter of Understanding only, the following matters may be the subject of a policy grievance under Article 28 of the Collective Agreement:

(a) alleged breaches of Article 6.05;

(b) in circumstances where recommendations of the Director of the Respectful Workplace Office, or an external investigator have not been accepted or implemented by the Employer, and the Union alleges that the Employer continues to be in breach of Article 6.01.

Prior to filing a grievance under this LOU, the matter in dispute shall be referred to and discussed by the Respectful Workplace Steering Committee. It is understood that an adjudicator appointed to resolve disputes under this Article will not have jurisdiction to make orders which would require that the Employer impose discipline or corrective action against any person.

This Letter of Understanding shall terminate on expiry of the 2019-2021 Collective Agreement.

15.06 **Shift Work**

- (1) The Employer will make every reasonable effort:
 - (a) Not to schedule the commencement of a shift within ten (10) hours of the completion of the employee's previous shift; and
 - (b) To avoid excessive fluctuation in hours of work.
- (2) An employee shall not work more than two (2) consecutive shifts and the Employer will make every reasonable effort to ensure that such shifts not exceed a maximum of 16 consecutive hours.
- (3) ~~Effective December 1, 2010~~ Primary Health Care Nurses, Primary Health Care Nurses in Charge, Critical Care Paramedics, Team Lead, Medevac, Critical Care Paramedic, Medevac, Primary Care Paramedic, Medevac, Critical Care Nurses, Medevac, Wildland Firefighters, and Senior Supervisor, Whitehorse EMS Operations shall be provided with a full eight (8) hours of rest without loss of regular pay before the commencement of their next regular shift.
- (4) **Notwithstanding paragraph (1) above, Home Care Attendants at McDonald Lodge may commence shifts within ten (10) hours of the completion of the employee's previous shift.**

- 15.06 (4) (c) Notwithstanding the provisions of Articles 15.06(2), subject to operational requirements including the safety of staff and the public as determined by the Employer, Airport Firefighters and Airport Fire Captains may work back to back shifts up to 38 consecutive hours as a result of shift exchanges. The employee must provide ninety-six (96) hours advance notice in writing of any shift exchange requests for approval by the Employer, such approval will not be unreasonably withheld. There must be no increase in cost to the Employer. ~~and the shift exchanges must be for the same shift length.~~ If the shifts that are

exchanged are not equal in length, this will not give rise to a claim by any employee for additional hours or compensation relative to the differences in shift length.

15.12 Hours of Work - Employees at the Whitehorse Corrections Centre

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

Hours of work for employees whose primary duties are administrative shall be governed by Article 15.01.
- (4) Hours of Work, All Other Employees Not on Shift Rotation

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

- (a) In every seven (7) day period, employees work five (5) consecutive **seven and one-half (7.5)** hour days followed by two (2) consecutive days of rest, or
- (b) In every eight (8) day period, employees work four (4) **ten and three quarters (10.75)** hour days followed by four (4) days of rest, or
- (c) ~~In every fourteen (14) day period, employees work three (3) consecutive 10.75 hour days followed by three (3) consecutive days of rest followed by two (2) consecutive 10.75 hours days followed by two (2) consecutive days of rest.~~
- (d) In every fourteen (14) day period, employees work three (3) consecutive **ten and three quarters (10.75)** hour days followed by two (2) consecutive days of rest followed by working two (2) consecutive **ten and three quarters (10.75)** hour days followed by three (3) consecutive days of rest followed by working two (2) consecutive **ten and three quarters (10.75)** hour days followed by two (2) consecutive days of rest. (10.75 hours = 10 hours and 45 minutes.) This option does not apply to Program Delivery Officers.

Article 15.14 and 15.15 (Delete and replace with the following)

15.14 Hours of Work-Continuing Care

- (1) **Employees who are compensated on the basis of seventy-five (75) hours bi-weekly shall be scheduled so that:**
 - (a) **In every nine (9) day period, employees work four (4) consecutive days followed by five (5) consecutive days of rest; and on a daily basis, employees work twelve (12) hours inclusive of two (2) paid meal periods of one-half (½) hour each, scheduled as close as possible to the completion of the first third and the second third points of the shift; or**
 - (b) **In every nine (9) day period, employees work six (6) consecutive days followed by three (3) consecutive days of rest; and on a daily basis, employees work eight (8) hours inclusive of a paid meal period of one-half (½) hour; or**
 - (c) **In every six (6) day period, employees work four (4) consecutive days followed by two (2) consecutive days of rest; and on a daily basis, employees work eight (8) hours inclusive of a paid meal period of one-half (½) hour; or**

- (d) In every eight (8) day period, employees work four (4) consecutive days followed by four (4) consecutive days of rest; and on a daily basis, employees work ten (10) hours and forty (40) minutes, inclusive of two (2) paid meal periods of one-half ($\frac{1}{2}$) hour each, scheduled as close as possible to the completion of the first third and second third points of the shift, or
 - (e) In every seven (7) day period, employees work five (5) consecutive days followed by two (2) consecutive days of rest; and on a daily basis, employees work seven (7) hours and thirty (30) minutes, exclusive of an unpaid meal period of one-half ($\frac{1}{2}$) hour.
 - (f) In every seven (7) day period, employees work five (5) consecutive days followed by two (2) consecutive days of rest; and on a daily basis, employees work seven (7) hours and thirty (30) minutes, exclusive of an unpaid meal per of one-half ($\frac{1}{2}$ hour), Monday to Friday.
 - (g) For the purposes of vacation, long service, special, and sick leave accruals, employees who receive pay for at least seven (7) shifts in a calendar month (for 12-hour shift employees), or for at least eight (8) shifts (for 10.66 hour employees), or for at least ten (10) shifts (for 7.5 hour employees), shall earn leave in the same proportions as outlined in Article 23.02(1), 23.02(3)(a), 24.01(1) and 25.01(1) respectively; however, a day for the purposes of calculating earned credits or paying Designated Paid Holidays as per Article 20.01(1) shall be considered to be seven and one-half ($7\frac{1}{2}$) hours.
- (2) Employees who are compensated on the basis of eighty (80) hours bi-weekly shall be scheduled so that:
- (a) In every seven (7) day period, employees work five (5) consecutive days followed by two (2) consecutive days of rest; and on a daily basis, employees work eight (8) hours exclusive of a meal period of one-half ($\frac{1}{2}$) hour, or
 - (b) In every eight (8) day period, employees work four (4) consecutive days followed by four (4) consecutive days of rest; and on a daily basis, employees work eleven and one-half ($11\frac{1}{2}$) hours inclusive of a paid meal period of one-half ($\frac{1}{2}$) hour and exclusive of an unpaid meal period of one-half ($\frac{1}{2}$) hour, or
 - (c) In every nine (9) day period, employees work six (6) consecutive days followed by three (3) consecutive days of rest; and on a daily basis, employees work eight (8) hours inclusive of one (1) paid meal period of one-half ($\frac{1}{2}$) hour, or

- (d) In every six (6) day period, employees work four (4) consecutive days followed by two (2) consecutive days of rest; and on a daily basis employees work eight (8) hours inclusive of one (1) paid meal period of one-half (½) hour, or
 - (e) In every seven (7) day period, employees work five (5) consecutive days followed by two (2) consecutive days of rest; and on a daily basis employees work eight (8) hours inclusive of one (1) paid meal period of one-half (½) hour.
 - (f) For the purposes of vacation, long service, special and sick leave accruals, employees who receive pay for at least eight (8) shifts in a calendar month, shall earn leave in the same proportions as outlined in Article 23.02(1), 23.02(3)(a), 24.01(1) and 25.01(1) respectively; however, a day for the purposes of calculating earned leave credits and paying designated paid holidays as per Article 20.01(1) shall be considered to be eight (8) hours. Leave from the workplace shall be decremented from leave accruals at eleven (11) hours for an eleven and one-half (11½) shift.
- (3) All nursing personnel (RN, LPN & NHA) within Continuing Care are considered to be seven and a half (7.5) hour per day and seventy-five (75) hour bi-weekly employees. Nursing personnel must have leave from the workplace such as vacation, sick, special and long service leave decremented from leave accruals at seven and one half (7 ½) hours for an eight (8) hour shift; at nine (9) hours and forty (40) minutes (9.66) for a ten (10) hour and forty (40) minutes (10.66) shift; or eleven (11) hours for a twelve (12) hour shift.
- (4) It has been agreed to by the Parties that hours of work for regular part-time Licensed Practical Nurses and Nursing Home Attendants within Continuing Care will not necessarily fall within the language in 44.02(1)(a), (b), (c) and/or (d).
- (5) Notwithstanding the above, the employer may, subject to operational requirements, schedule an individual shift that falls outside the specified hours of work stipulated in this article, but in no circumstances shall the deviation in regular hours of work extend beyond sixty (60) calendar days.
- (6) Where the employer demonstrates the existence of an operational need that requires the establishment of a shift which deviates from the regular hours of work on an ongoing basis, such deviation shall only be implemented with the approval of the Union. Such approval shall not be unreasonably denied.
- (7) Notwithstanding Article 16.02, when a Registered Nurse Supervisor who is regularly scheduled to work ten (10) hours and forty (40) minutes, is required to work a twelve

(12) hour shift, they shall be compensated overtime for the full one (1) hour and twenty (20) minutes at the applicable overtime rate.

- (8) Employees may be assigned to any of the shift patterns delineated above, subject to the understanding that those employees hired prior to March 31, 2019 will not be required by the Employer to change their shift pattern while in their current substantive position, unless otherwise agreed to by the employee.**

15.15 Hours of Work – Long Term Care Homes

2) Domestic Aides – Long Term Care Homes

- a) Hours of work for Domestic Aides shall be scheduled so that employees work either:
- i) Forty (40) hours from Monday to Friday inclusive and 8 consecutive hours per day exclusive of a meal break, or
 - ii) In every eight (8) day period, four (4) consecutive days followed by four (4) consecutive days of rest; and on a daily basis, employees work eleven and one-half (11½) hours inclusive of a paid meal period of one-half (½) hour and **an unpaid meal period of (½) hour one-half hour.**
- b) For the purpose of vacation, long service, special and sick leave accruals, full-time employees who are scheduled pursuant to b) [above], who receive pay for at least eight (8) shifts in a calendar month, shall earn leave in the same proportions as outlined in Article 23.02(1), 23.02(3)(a), 24.01(1) and 25.01(1) respectively; however, a day for the purposes of calculating earned leave credits and paying designated paid holidays as per Article 20.01(1) shall be considered to be eight (8) hours. Leave from the workplace shall be decremented from leave accruals at eleven (11) hours for an eleven and one-half (11½) shift.

9) Security Officers – Long Term Care Homes

Hours of Work for Security Officers shall be scheduled so that:

- a) In every nine (9) day period, employees work four (4) consecutive days followed by five (5) consecutive days of rest; and on a daily basis, employees work twelve (12) hours inclusive of two (2) paid meal periods of one-half (½) hour each, scheduled as close as possible to the completion of the first third and second third points of the shift; **or**
- b) In every eight (8) day period, employees work four (4) consecutive days followed by four (4) consecutive days of rest; and on a daily basis, employees work ten (10) hours and forty (40) minutes, inclusive of two (2) paid meal periods of one-half (½) hour each, scheduled as close as possible to the completion of the first third and second third points of the shift.**

15.17 **DELETE** Hours of Work – Engineering Technicians, Soil Technicians, Survey Crew Chiefs, Project Inspectors and Junior Project Inspectors

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

- (1) The following provisions shall apply to regular full-time Education Consultants and regular part-time Education Consultants:
- a) The regular work day of a full-time Education Consultant shall be seven and one-half (7½) hours, exclusive of a meal period. The regular work week shall be thirty-seven and one-half (37½) hours, Monday through Friday. **A regular work day for a part-time Education Consultant shall be in proportion to the average number of regular hours (as defined in Article 44.14(2)) worked per week in relation to a full-time employee in the same classification as specified in Article 15.**
 - b) The Parties recognize that the Education Consultants are provided with a significant degree of flexibility in scheduling their working hours during the school year. The Parties further recognize that the Education Consultants' hours of work will vary during the school year, and that overtime hours of work will be performed by the Education Consultants.
 - c) The Employer acknowledges that a regular full-time Education Consultant shall be pre-authorized to work sixty (60) hours of overtime in excess or outside of their regular daily and weekly hours of work as set out in paragraph (a) above. **A regular part-time Education Consultant shall be pre-authorized to work the part-time equivalent of sixty (60) hours.** The Education Consultant shall maintain a written log of these pre-authorized overtime hours of work, which shall indicate the nature of the work performed, the date and time that the work was performed and the duration of the overtime work. **Each employee is expected to use their pre-authorized overtime in a professional manner and only in cases when the work cannot otherwise be performed during regular work hours.**
 - d) In regard to the pre-authorized hours of overtime set out in paragraph (c) above, the **regular full-time** Education Consultant shall be provided with an additional twelve (12) days leave with regular pay per completed school year in lieu of overtime compensation as provided in the Collective Agreement. The additional twelve (12) days leave shall be earned on the basis of one (1) leave day for each five (5) pre-authorized overtime hours worked pursuant to paragraph (c) above. **The regular part-time Education Consultant shall be provided with the proportionate number of hours based on their part-time position.**
 - e) The **regular full-time and regular part-time** Education Consultant shall be required to take their earned leave under paragraph (d) above during the summer vacation period of the school year.
 - f) Any overtime hours of work performed by the Education Consultant in excess of the sixty (60) pre-authorized hours in paragraph (c) above:
 - I. must be authorized in advance by the Employer, and
 - II. will be compensated for pursuant to Article 16 of the Collective Agreement.

- (2) The following provisions shall apply to the regular full-time and part-time positions that provide services to support the operation of schools outlined below:**

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

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

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

- e) **The regular full-time or regular part-time employee shall be required to take their earned leave under paragraph (d) above during the summer vacation period of the school year.**
- f) **Any overtime hours of work performed in excess of the sixty (60) pre-authorized hours in paragraph (c) above:**
 - I. **must be authorized in advance by the Employer, and**
 - II. **will be compensated for pursuant to Article 16 of the Collective Agreement.**

ARTICLE 18

PREMIUM PAY

18.01 **Call Back Pay**

- (1) **Effective August 1, 2019, if**
 - (a) for a regular full-time or seasonal full-time employee, after he/she has completed his/her work for the day and has left his/her place of work; or
 - (b) for a regular full-time or seasonal full-time employee, on a designated holiday or a day of rest; or
 - (c) for a regular full-time or seasonal full-time employee, after the expiry of his/her scheduled regular hours of work on a day he/she is granted leave; or
 - (d) for an on-call employee, after he/she has completed the normal full-time daily hours of work and has left his/her place of work,

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

- (i) compensation at the applicable overtime rate for any time worked, plus in addition to any overtime compensation, two (2) hours pay at straight time; or
 - (ii) compensation equivalent to four (4) hours pay at the straight time rate.
- (2) Notwithstanding (1) above, where the employee receives a call and can accomplish the work by telephone without returning to the workplace, the employee shall be compensated at the applicable overtime rate rounded up to the nearest 15 minute-period.

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

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

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

18.04 Shift Premium

- (1) Effective **January 1, 2020**, **shift work** employees shall receive a shift premium of ~~one dollar and fifty cents (\$1.50)~~ **two dollars and twenty-five cents (\$2.25)** per hour for all hours worked ~~on graveyard and evening shifts~~ **between 4:00 p.m. and 8:00 a.m.**, including overtime hours worked.
- (2) Effective **January 1, 2020**, ~~one (1) month following the date of ratification~~, in view of the Employer's requirement to maintain library services to the general public on a regularly scheduled basis, employees designated as Library Assistants whose shift schedule commences after twelve noon (12:00 noon) and extends beyond six p.m. (6:00 p.m.) shall be entitled to receive a shift premium of ~~one dollar and fifty cents (\$1.50)~~ **two dollars and twenty-five cents (\$2.25)** for all hours worked as indicated.
- (3) **Effective January 1, 2020**, Liquor Inspectors and Court Clerks shall be paid a shift differential for hours worked after ~~five p.m. (5:00 p.m.)~~ **four p.m. (4:00 p.m.)** when doing night inspections and/or road trips or circuit court.

18.05 Weekend Premium

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

ARTICLE 20

DESIGNATED PAID HOLIDAYS

- 20.01 (1) The following days are designated paid holidays for employees:
- (a) New Year's Day
 - (b) National Heritage Day
 - (c) Good Friday
 - (d) Easter Monday
 - (e) Victoria Day
 - (f) National Aboriginal Day**
 - (g) Canada Day
 - (h) Discovery Day
 - (i) Labour Day
 - (j) Thanksgiving Day
 - (k) Remembrance Day
 - (l) Christmas Day
 - (m) Boxing Day

Article 20.07 Continuous Operations

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

- (1) when the holiday falls on a day **they are** not scheduled to work - **their** regular wages for the day designated as the holiday;
- (2) when **they** work on a holiday;
 - (a) **their** regular wages for the day designated as the holiday;
 - (b) time and one-half (1½T) for the first four (4) hours of work on the holiday and double time (2T) thereafter.
 - (c) **regular employees who work at Gadzoosdaa may bank all hours worked on a designated paid holiday, at the applicable overtime rate, as compensatory leave.**

(3) Regular full-time and part-time Therapy Assistants and Recreation Therapists within Continuing Care who are scheduled to work and work regular hours on a designated holiday (as defined in Article 2.01(15)) will have the option of taking another day off (i.e. the equivalent number of hours) as leave without pay at a time mutually agreeable to the employee and their supervisor.

26.02 **Injury on Duty Leave**

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

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

The remainder of 26.02 is unchanged.

26.03 Maternity Leave

26.03 (6) The following provisions shall apply only to regular employees and seasonal employees:

- (a) After completion of one (1) year continuous employment, an employee who:
 - (i) agrees to return to work for a period of at least six (6) months after the expiry of her maternity leave, and
 - (ii) provides the Employer with proof that she has applied for, is entitled to and in receipt of unemployment insurance benefits pursuant to the Employment Insurance Act,

shall be paid a maternity leave allowance in accordance with the Supplementary Employment Insurance Benefit Plan.

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

26.04 Parental Leave

- (1) Parental leave - general
 - (a) **Effective August 16, 2019**, on request from an employee, parental leave without pay shall be granted for a period of up to **seventy-eight (78)** ~~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.
- (2) Parental leave in conjunction with maternity leave
- (a) Parental leave taken in conjunction with maternity leave shall be subsequent to and continuous with maternity leave.
 - (b) **Effective August 16, 2019**, Parental leave taken in conjunction with maternity leave shall not extend the total leave (maternity and parental combined) beyond **seventy-eight (78)** ~~fifty-two (52)~~ weeks.
- (3) All other parental leaves
- (a) **Effective August 16, 2019**, where an employee has or will have the actual care or custody of his/her newborn child, or an employee has commenced proceedings to adopt a child or obtains an order for the adoption of a child, he/she shall be granted parental leave without pay for a single period of up to **seventy-eight (78)** ~~fifty-two (52)~~ weeks. This leave without pay shall commence on a date not earlier than one (1) week prior to the date the child comes into the employee's care and custody, and shall be taken during the **seventy-eight (78)** ~~fifty-two (52)~~ week period immediately following the child's birth or date the child comes into the employee's care and custody.
 - (b) The employee may be required to provide proof of birth or proof of adoption.
 - (c) **Effective August 16, 2019**, the employer may defer the commencement of parental leave without pay at the request of the employee; such deferment will not extend leave beyond the **seventy-eight (78)** ~~fifty-two (52)~~ weeks in paragraph (a) above.

General Terms

- (4) Before returning to work, the employee must give the Employer at least one (1) week notice of his/her intended date of return.

- (5) The length of time during which an auxiliary employee is on parental leave without pay shall not be relied upon by the Employer in calculating the twelve (12) month period of inactivity under Article 53.07(5).
- (6)
 - (a) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for regular employees. Time spent on such leave shall be counted for pay increment purposes for regular employees.
 - (b) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation pay entitlement for auxiliary employees. Time spent on such leave shall be counted for auxiliary employees for pay increment purposes only with regard to the calculation of the twenty-four (24) month period in Article 53.05(2)(a)(ii) and (2)(b)(ii) and at the commencement of the employee's third consecutive season of continuous employment in the same position pursuant to Articles 54.06(2)(a)(ii) and 54.06(2)(b)(ii).
 - (c) An auxiliary employee shall be credited, for severance pay purposes only, during the length of the leave with the following number of regular working hours:
 - (i) for seasonal employees - the number of regular working hours that the employee would have worked, if not on leave, during the employee's specific period of seasonal employment (pursuant to Article 54.12(3)(a));
 - (ii) for on-call employees - the number of regular working hours based on the average number of regular hours worked per week by the employee in the twelve (12) month period immediately preceding the week in which the employee began the leave times (x) the number of weeks the employee is on leave.

Supplementary Employment Insurance Plan benefit

- (7) The following provisions shall apply only to regular employees and seasonal employees:
 - (a) After completion of one (1) year continuous employment, an employee who:
 - (i) agrees to return to work for a period of at least six (6) months after the expiry of his/her parental leave, and
 - (ii) provides the Employer with proof that he/she has applied for, is entitled to and in receipt of employment insurance benefits pursuant to the Employment Insurance Act,
shall be paid a parental leave allowance in accordance with the Supplementary Employment Insurance Benefit Plan.
 - (b) An employee under paragraph (a) above shall sign an agreement with the Employer, providing that:
 - (i) they will return to work after the expiry of their parental leave, unless this date is modified with the Employer's consent; and
 - (ii) they will work for a period of at least six (6) months **in a regular or seasonal position** after his/her return to work; and

- (iii) should the employee fail to return to work as per the provisions of subparagraphs (i) and (ii) above for reasons other than death, lay-off or disability, the employee agrees that they are indebted to the Employer for the full amount received as parental leave allowance.
- (c) In respect of the period of parental leave, parental leave allowance payments made according to the Supplementary Employment Insurance Benefit Plan will consist of the following:
 - (i) where the employee is subject to a waiting period of **one (1)** week before receiving employment insurance parental benefits, an allowance of ninety-three percent (93%) of their weekly rate of pay for the waiting period, less any other monies earned during this period; and
 - (ii) for up to a maximum of **sixteen (16)** weeks, payments equivalent to the difference between the Employment Insurance Standard benefits and ninety-three (93%) of his/her weekly rate of pay, less any other monies earned during this period.
- 26.04 (7) (d) The weekly rate of pay referred to in paragraph (c) above shall be:
 - (i) for a full-time employee, the weekly rate of pay for the classification prescribed in their certificate of appointment to their position to which they are entitled on the day immediately preceding the commencement of their parental leave;
 - (ii) for a part-time employee, the weekly rate of pay for the classification prescribed in their certificate of appointment to their position to which they are entitled on the day immediately preceding the commencement of their parental leave, multiplied by the fraction obtained by dividing the part-time employee's assigned regular weekly hours of work averaged over the preceding six (6) month period of continuous employment by the regularly scheduled full-time weekly hours of work for the employee's classification.
 - (iii) Where an employee becomes eligible for a pay increase or an economic adjustment during the SEIB Plan period set out in paragraph (c) above, the employee's weekly rate of pay in subparagraphs (i) and (ii) above shall be adjusted accordingly.
- (e) A regular employee who is on lay-off status shall not be entitled to receive any allowance payment under the SEIB Plan pursuant to paragraph (c) above.
- (f) A seasonal employee who has been temporarily released pursuant to Article 54.10 or who is on off-duty status under Article 54.08 shall not be entitled to receive any allowance payment under the SEIB Plan pursuant to paragraph (c) above. Furthermore, any allowance payments which are being made to a seasonal employee pursuant to paragraph (c) above shall cease effective the last working day of the specific period of employment set out in Article 54.12(3)(a).

- (g) For the purpose of payments received under the Supplemental Employment Insurance Benefit Plan, the Plan shall provide that:
 - (i) the employees have no vested right to payment under the plan except to payments during a period of unemployment specified in the plan; and
 - (ii) payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

26.09 Critical Incident Leave

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

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

Critical incident stress defusing shall be provided to employees who have experienced a work-related, traumatic event. The Employer will make best efforts to ensure that Employees who have experienced a work related, traumatic event can at their or their manager's discretion, be relieved of their duties for the remainder of their shift, without loss of pay. Critical incident stress debriefing and appropriate support shall be made available for all employees who require it. Appropriate resources will be made available as soon as possible following the incident. Accessing support will be without loss of pay.

ARTICLE 34

JOINT CONSULTATION

34.01 **The parties recognize the mutual benefits to be derived from discussing issues of common interest.** For the purpose of providing Joint Consultation on matters of common interest, a Committee of not more than six (6) members, representing the interests of the Employer and the employee in equal numbers, is established. **The Committee will meet once every two months, or more frequently, with the mutual agreement of the parties.**

34.02 The following subjects, as they affect employees covered by this Agreement, shall be regarded as appropriate subjects of consultation involving the Employer and the Alliance during the term of this Agreement, and the Employer agrees that new policies will not be introduced and

existing Regulations and Directives will not be cancelled or amended in such a way as to affect employees covered by the Agreement until such time as the Alliance has been given a reasonable opportunity to consider and to consult on the Employer's proposals.

Subjects

- (1) Training and other measures to deal with the impact on employees of technological and other change;
- (2) Travel and Subsistence Allowance;
- (3) Safety and Health Practices;
- (4) Relocation Allowances;
- (5) Staff Uniforms and Clothing;
- (6) Provisions to the Alliance of Employer Manuals and Directives;
- (7) Parking Privileges;
- (8) Restrictions on Outside Employment;
- (9) Educational Leave and Career Development;
- (10) Affirmative Action Program for Women;
- (11) Classification Plan;
- (12) **Other subjects as mutually agreed.**

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

submitted through the Yukon Government's approval process. A copy of any policy listed in paragraph (3) above, which is revised by the Yukon Government, will be provided to the Alliance prior to the implementation date of the revised policy.

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

Article 35.02 – Tool Allowance

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

shall be entitled to a tool allowance of ~~three hundred dollars (\$300)~~ **four hundred dollars (\$400)** and to a further allowance of ~~one hundred and fifty dollars (\$150)~~ **two hundred dollars (\$200)** for each completed year of service thereafter to a total maximum allowance of twelve hundred dollars (\$1,200).

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

shall be entitled to a tool allowance of ~~one hundred and fifty dollars (\$150)~~ **two hundred dollars (\$200)** and to a further allowance of ~~seventy-five dollars (\$75)~~ **one hundred dollars (\$100)** for each completed year of service thereafter to a total maximum allowance of six hundred dollars (\$600).

Article 38.01 – Community Allowance

- 38.01 (1) (a) An employee whose headquarters area (area in which the position is established) is Carcross or Tagish shall receive an annual **Community Allowance** of ~~six hundred and fifty dollars (\$650.00)~~ **six hundred and eighty-three (\$683.00)**
- (b) An employee whose headquarters area is Haines Junction or Teslin shall receive an annual **Community Allowance** of ~~one thousand one hundred and ten dollars (\$1,110)~~ **one thousand, one hundred and sixty-six dollars (\$1,166.00)**.
- (c) An employee whose headquarters area is Carmacks, Watson Lake, or Destruction Bay shall receive an annual **Community Allowance** of ~~one thousand, seven hundred dollars (\$1,700.00)~~ **one thousand, seven hundred and eighty-five dollars (1,785.00)**.
- (d) An employee whose headquarters area is Drury Creek, Swift River, Stewart Crossing, Beaver Creek, Dawson City, Faro, Mayo, Pelly Crossing or Ross River shall receive an annual **Community Allowance** of ~~two thousand two hundred (\$2,200)~~ **two thousand, three hundred and ten dollars (\$2,310.00)**.
- (e) An employee whose headquarters area is Old Crow or Herschel Island shall receive an annual **Community Allowance** of ~~eight thousand, two hundred dollars (\$8,200.00)~~ **eight thousand, six hundred and ten dollars (\$8,610.00)**.
- (2) (a) The **Community Allowance** shall be pro-rated for regular part-time employees. Effective January 1, 1991, the **Community Allowance** shall be paid on a bi-weekly basis pursuant to Article 17.02.
- (b) Auxiliary employees shall be provided their outstanding **Community Allowance** at the following times:
- (i) Earned as of the last completed pay period before March 31 and September 30 of each year. (Every reasonable effort will be made by the Employer to provide the allowance on the second scheduled pay day after March 31 and September 30 respectively.)
- (ii) At the time of permanent release under Article 53.07.
- (iii) In the case of seasonal employees only, at the time of temporary release under Article 54.10 or of commencement of off-duty status pursuant to Article 54.08.
- (c) Subject to Article 38.02, the outstanding **Community Allowance** shall be paid to an auxiliary employee on a pro-rata basis calculated by dividing the total number of regular hours worked by the employee during the periods from April 1 to September 30 and from October 1 to March 31 (or the appropriate portion thereof if paragraph (b)(ii) or (iii) above is applicable) by the total number of regular working hours in the same respective periods which would be required to be worked by a full-time employee in the same classification.

Article 38.03 – Camp Workers – Remote Premium

A highways worker who works in the remote camps of Eagle, Ogilvie, Klondike, Tuchtua, Blanchard or Fraser shall be paid a premium payment of ~~50.60~~ **50.63** for all regular hours worked while in the camps to compensate for travel.

Article 46 Competition Appeal Process

46.01 (1) Vacancies in the bargaining unit for a regular indeterminate or regular term position will be posted except for exemptions, **identified under article 46.02**, and transfers. **Job postings** ~~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.

46.05 The Parties acknowledge ~~that one of the principles~~ **the commitment of** the Government of Yukon **to achieve employment equity within the public service, so that the public service is representative of the population it serves.** As a result, the Parties recognize that an employee working for the Government of Yukon must be able to work and integrate **themselves** within a ~~cross-cultural~~ **diverse** environment. The Parties agree that the need to work and integrate within a ~~cross-cultural~~ **diverse** environment constitutes a reasonable qualification to the appointment of an employee to any position within the Government of Yukon.

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

ARTICLE 58 DURATION, RENEWAL AND RE-OPENER OF AGREEMENT

58.01 ~~This Collective Agreement will be renewed for the term January 1, 2016 to December 31, 2018.~~ This Collective Agreement shall remain in effect from **January 1, 2019 to December 31, 2022**. The date of ratification by the parties is ~~July 15, 2016~~ **xx, 2019**.

- 58.02 All changes in the new agreement shall be adjusted retroactively unless specified herein.
- 58.03 An employee (or in the case of death, the estate of a former employee) who has died in service, been laid off or retired from Yukon Government since December 31, 2015~~8~~ shall receive the full retroactivity of any increases in wages, salaries or other perquisites.
- 58.04 ~~This Agreement may be amended by mutual written consent.~~ **Within four (4) months of the expiry of this Agreement, either party may serve notice to the other party of its desire to amend this Agreement. This Agreement shall remain in effect after the expiration date until a new agreement is signed or the commencement of a strike whichever first occurs.**

LETTERS OF UNDERSTANDING AND AGREEMENT

Changes to existing letters of understanding are noted below.
Renewed letters of understanding have not been changed.

LOU "A"

Delete LOU "A" as of December 31, 2019. Redistribute into wages the sum of \$420 to the annual maximum of the pay grids in the Collective Agreement, effective January 1, 2020.

SUPPLEMENTARY RETENTION PAYMENT

~~Effective September 1, 2016 and every subsequent year thereafter, a~~

~~(1) A regular employee who is receiving the maximum rate of pay in his/her their substantive position shall receive a \$500 supplementary retention payment, subject to statutory deductions. The payment will be paid on the first 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.~~

~~(2) Effective September 1, 2016, a 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 the completion of every two consecutive seasons thereafter. commencement of the employee's third consecutive season from reaching the maximum rate.~~

~~A seasonal employee who is on authorized leave without pay for their complete season, other than maternity or parental leave, shall not have that season as eligible for this payment.~~

~~(3) Disbursement of the Supplementary Retention Payment, for those employees who are absent from work on Deferred Salary Leave Plan, shall be deferred until the employee returns to work or terminates employment.~~

The maximum payable to one employee is \$500 per payment period.

LOU "B"

RE: STAFF ACCOMMODATION

The following provisions shall apply only to regular employees:

Rental Increases:

Before introducing a rental increase, the employer will give each employee so affected at least three (3) month's advance notice of the effective date of the increase. The maximum percentage increase in rent for any 12 month period shall not exceed the percentage increase negotiated on the salary grid for that 12 month period.

Forced Transfer to New Staff Accommodation:

Where the Yukon Housing Corporation replaces an existing staff unit of accommodation with a new unit of accommodation and the employee is required to transfer to the new unit of accommodation because **their** old staff accommodation has been disposed of or deleted from the Corporation's housing stock, the following conditions will apply:

The employee, where practicable, will receive six (6) months advance notice of the Yukon Housing Corporation's intention to replace or abolish **their** current staff accommodation and to build or provide new staff accommodation to replace the unit to be disposed of.

First Stage:

Upon the employee's occupancy of the new unit of accommodation, the employee shall pay **their** previous rent and the costs of **their** own utilities (fuel and electricity) for a period of twelve (12) consecutive months from the date of the occupancy of the new unit of accommodation, subject to the rental increase mentioned in paragraph one, and

Second Stage:

For the next twelve (12) consecutive months, the employee shall pay the assigned comparative market rent for the new staff unit of accommodation less fifty dollars (\$50.00) per month and the cost of **their** own utilities (fuel and electricity), and

Third Stage:

For the next twelve (12) consecutive months, the employee shall pay the assigned comparative market rent established for the new staff unit of accommodation less twenty-five dollars (\$25.00) per month and the cost of **their** own utilities (fuel and electricity), and thereafter

Final Stage:

The employee will pay full comparative market rent and the cost of **their** own utilities for the unit of accommodation **they occupy**.

Transferred from One Community to another at Employer's Direction:

Where the Department transfers an employee from one community to another and the employee is required to occupy a different unit of accommodation, the employee shall be protected at **their** former rent, subject to the rental increase mentioned in paragraph one, until such time as **their** former accommodation is replaced by a new staff unit of accommodation, and the employee would have been subject to the phase-in program for comparative market rent due to a forced transfer. The employee will then proceed to be phased into comparative market rent for the unit **they** now **occupy**, in accordance with the above four stages.

LOU "C" - HEAVY EQUIPMENT OPERATOR TRAINING PROGRAM RENEW

LOU "D" - DAYLIGHT SAVING TIME RENEW

LOU "E" - MAINTENANCE OF MEDICARE PREMIUM COST SHARING RENEW

LOU "F" - REGIONAL SOCIAL WORKERS AND SUPERVISOR, REGIONAL SERVICES ALLOWANCES RENEW

LOU "G" - EXTENDED HEALTH CARE PLAN RENEW

LOU "H" - WILDLAND FIRE EMPLOYEES – EXPORT TRAVEL RENEW

LOU "I" - VIOLENCE IN THE WORKPLACE RENEW

LOU "J" – BARGAINING UNIT FIRST LINE SUPERVISORS AND MANAGERS INVOLVED IN THE GRIEVANCE PROCESS DELETE

LOU "K"

ON-CALL AND TERM POSITIONS

Notwithstanding articles 53.07(5) and 15.10(3), in the event an **Auxiliary On-Call** employee is appointed to a term position in the same department as their **Auxiliary On-Call** position for a term between six (6) and ~~twelve (12)~~ **twenty-four (24)** months without any break in continuous service, the employee shall not be required to resign **their Auxiliary On-Call** position.

If an Auxiliary On-Call employee is appointed to a term position in a different department from their Auxiliary On-Call position for a term between six (6) and twenty-four (24) months without a break in continuous service, the employee's home department may elect to retain their Auxiliary On-Call position.

Pursuant to the above, at the conclusion of the term appointment, the employee shall be entitled to return to **their Auxiliary On-Call** position and:

- (1) no unused sick or special leave earned while employed as a term employee shall be carried back into their **Auxiliary On-Call** employment, but shall be restored to the employee in the event that the employee is subsequently appointed without a break in service to a regular, seasonal or reinforcement auxiliary position (article ~~53.06 (2)~~ **54.03(1)**(c) and (d) shall not apply to restored sick leave); and

- (2) any vacation, long service vacation, compensatory leave and/or travel bonus credits earned but unused during the term employment shall be paid out to the employee on completion of the term appointment at the employee's hourly rate of pay on expiry of the term position.

For clarity, hours worked during the period employed in the term position will not count toward any probationary period in the **Auxiliary On-Call** position.

If the employee is extended in their term employment beyond ~~12~~ **24** months, the employee may elect to retain **their Auxiliary On-Call** position unless the Parties agree otherwise prior to the extension.

LOU "L"

COMMUNITY NURSING – PRIMARY HEALTH CARE NURSE PART-TIME ROTATIONAL POSITIONS

This Letter of Understanding is negotiated in anticipation of the new **Collective Agreement** and will be placed in its current form in the new **Collective Agreement**, once the new **Collective Agreement** is complete.

Application

The Part-Time Rotational (PTR) positions would apply to Primary Health Care Nurse and Primary Health Care Nurse in Charge positions in the communities as well as the Primary Health Care Nurse Float positions. These positions do not apply to Dawson City, Watson Lake or the Whitehorse Health Centre as there are no Primary Health Care Nurse positions in these locations.

Position Information

Part-Time Rotational positions would be permanent 0.5FTE. When an employee is on rotation, **they** would work **seven and one half (7.5)** hours per day. The employee's salary will be averaged over the year to **three and three quarters (3.75)** hours per day. Employees will be hired into a specific community and have a rotational partner that will work the opposing alternate schedule in that same community.

Rotational Schedule Information

Employees would work regularly scheduled hours in alternating **ten (10)** week rotation blocks. The employee would work **ten (10)** weeks in the community and have **ten (10)** weeks off. Other alternating rotational block schedules would be considered by the Employer, subject to operational requirements and agreement of both rotational partners.

~~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 **twelve (12)** months due to the current length of the rotation, then the Employer may provide written notice to change the rotation. For clarity, employees are not expected to assume a full-time position in the event their rotational partner leaves the rotation.
2. With reasonable written notice, the Employer has the ability to change the duration of rotational blocks.
3. Employees may request to change their rotational blocks by signed written request to the Employer. Both rotational partners must be in agreement and provide at least one full rotation's notice to the Employer. ~~The Employer must consent to the change.~~ **The rotational blocks may not be changed without the approval of the Employer.**

Leave, Benefits and Other Entitlements

1. The relevant Collective Agreement Articles will continue to govern Overtime and Stand-By Pay.
2. Insured benefits (dental and extended health) and pension contributions will continue year round, based on the 0.5FTE.
3. Leave will be accrued on a pro-rated basis for all hours worked except overtime hours. Leave will be utilized at the employee's regularly scheduled hours of work (**seven and one half (7.5)** hours per day).
4. Designated Paid Holidays will be paid year round. During the employee's rotation on – **three and three quarters (3.75)** hours will be recovered, during the employee's rotation off – **three and three quarter (3.75)** hours of **Designated Paid Holidays** will be paid to the employee.
5. Yukon Bonus will be prorated based on the regular hours worked of continuous service since the employee's last qualifying date or in the case of their initial Yukon Bonus, since the commencement of their employment.
6. Employees in part-time rotational positions who work **one (1)** month or more of continuous extra hours may request that their FTE be temporarily increased during this time.

Transportation and Accommodation

1. Flights would be paid by Community Nursing to **and** from the closest airport to the employees' home. Home is determined by the employee's Canadian driver's license or for non-Canadian citizens it would be the closest city to point of entry to Canada.
2. Travel is pre-arranged by **Community Nursing** from the closest airport to home to work site. Any costs associated with changes to travel will be borne by the employee, unless the change is requested by the Employer.
3. **Travel time to and from the employee's home to the employee's community headquarters will be paid up to a maximum of seven and one half (7.5) hours.** The employee would ~~not~~ be eligible for travel per diems. This does not apply to the Whitehorse based Float positions, as their headquarters area is Whitehorse.
4. ~~If the employee's worksite is more than 200km from Whitehorse, the employee would~~ **Employees will** be eligible to stay in Community Nursing's Crocus Ridge Suite at no charge when travelling through Whitehorse for rotational changes if a suite is available. If no suite is available, they shall be reimbursed for the rate of one **(1)** standard hotel room. When travelling through Whitehorse for rotational changes, employees will be eligible for reimbursement for dinner and/or breakfast if applicable.
5. **Employees, whose community headquarters are outside of Whitehorse, that require a ride from Community Nursing to their community are required to travel during business hours in a timeframe arranged by the branch, depending on travel specifics, this may require the employee to overnight in Whitehorse upon arrival.**
6. For Whitehorse based Float positions employees are entitled to the appropriate per diems as outlined in the Travel Directive for travel days to the community. Employees are expected to travel during business hours. If the employee is in the community for less than **five (5)** days, they are entitled to full per-diems. If the employee is in the community for longer than **five (5)** days, they are entitled to the applicable rate.
7. Housing in the employee's community headquarters would be provided by Community Nursing, and rotational partners would be allotted **one (1)** housing unit. Rent will be charged at **one half (½)** the monthly amount and will be deducted automatically from payroll each month for the full year.

Continuity of Care

1. Each employee would be required to work **one (1) day (seven and a half (7.5) hours)** of extra hours at the end of each rotation to provide ~~proper~~ a hand over to their rotational partner. **A formal, written handover document, using the template provided by the Employer, will be completed by the outgoing Party and will be reviewed and discussed with the incoming Party at every transition.**
2. All efforts will be made to provide transient accommodation for one of the nurses during the changeover, however if there is none available and there is more than one **(1)** bedroom in the employee's shared accommodation then the two **(2)** employees would be expected to share housing during this regular change over period.
3. To ensure continuity in a community, if more than one **(1)** position in a community is shared then the rotations cannot be scheduled to change over at the same time.

This Letter of Understanding will be independently reviewed six **(6)** months prior to the expiry of the new **Collective Agreement** to assess its effectiveness on recruitment and retention of Primary Health Care Nurses. The criteria for review will be jointly established by the **Parties**. The review will determine if changes shall be proposed for negotiation, however, this Letter shall not automatically terminate on expiry of the **Collective Agreement**.

LOU "M" COMMUNITY NURSING – ONE NURSE HEALTH CENTRES PROJECT-DELETE

LOU "N" - AUDIOLOGIST ALLOWANCES RENEW

LOU "O-1"

RN RETENTION ALLOWANCE AND REGISTERED NURSES OUTSIDE OF WHITEHORSE RECRUITMENT AND RENTENTION ALLOWANCE

In recognition that the Employer is having difficulty recruiting and retaining Registered Nurses (RNs) in many program areas, particularly Community Nursing, the parties have agreed to the following terms and conditions:

A. REGISTERED NURSES RETENTION ALLOWANCE

Effective on ~~the dates specified below~~ **July 1, 2019**, all Registered Nurses will be eligible for a retention allowance of up to three-thousand dollars (\$3,000.00) per annum. Registered Nurses are those employees appointed to positions designated by the Employer as requiring a Registered Nurse and who must be registered with the Yukon Registered Nurses Association, and who either perform nursing

duties as a significant portion of their work responsibilities or directly supervise Registered Nurses who perform nursing duties as a significant portion of their work responsibilities.

B. REGISTERED NURSES OUTSIDE OF WHITEHORSE RECRUITMENT/RETENTION ALLOWANCE

Effective on ~~the dates specified below~~ **July 1, 2019**, those Registered Nurses whose ~~headquarters area is outside the City of Whitehorse~~ **substantive position is headquartered in a Yukon community outside of Whitehorse, and who either perform nursing duties as a significant portion of their work responsibilities or directly supervise Registered Nurses who perform nursing duties as a significant portion of their work responsibilities**, shall be eligible ~~for an~~ **to receive a retention** allowance of up to three-thousand dollars (\$3,000.00) per annum, in addition to the Registered Nurses retention allowance.

~~Except for eligible nurses who are employed on an auxiliary on-call basis, the allowances will be paid out in equal instalments over ten (10) pay periods commencing with the first pay period in July of each eligible year.~~

~~The allowances are paid for the twelve (12) month period (July 1 to June 30) of each eligible year. Any nurse, whose employment commences during the eligible year, will receive the allowances commencing with their first pay period and will be paid as above. Any nurse whose employment is terminated before June 30 of any eligible year will have a pro-rated portion of their allowance recovered in accordance with the date of their termination of employment.~~

~~Eligible nurses who are employed on a part-time basis will be paid an allowance that is pro-rated in proportion to the average number of regular hours worked per week in relation to a full-time employee in the same classification. At the end of each eligible year, adjustments will be made for actual regular hours worked.~~

~~Eligible nurses who are employed on an auxiliary on-call basis will be paid, at the end of the ach 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.~~

The allowance in A and B shall be calculated on an annual basis (July 1 to June 30) and paid on a bi-weekly basis in accordance with Article 17.02.

In both A and B above, a regular part-time Registered Nurse shall earn the allowance in proportion to the average number of regular hours (as defined in Article 44.14(2)) worked per week in relation to a full-time employee in the same classification as specified in Article 15.

An eligible auxiliary on-call Registered Nurse shall be paid, at the end of each eligible year or at the end of their last work assignment during an eligible year, an allowance that is pro-rated in proportion to the number of regular hours worked in relation to a full-time employee in the same classification.

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

LOU "P"

Average Hours of Work – Registered Nurse, Licensed Practical Nurse and Nursing Home Attendant Float Positions, Whitehorse Continuing Care (Long-Term Care Homes) and Licensed Practical Nurse and Home Support Worker Float Positions (Home Care)

In view of operational requirements, hours of work for regular ~~Registered Nurse, Licensed Practical Nurse and Nursing Home Attendant~~ float positions may be scheduled so that over a period of twenty-eight (28) consecutive calendar days, the employees shall:

- (1) work an average of thirty-seven and one-half (37½) hours per week, Monday through Sunday;
- (2) work an average of 8 (eight) hours or 12 (twelve) hours per day, inclusive of the meal break;
- (3) be entitled to overtime compensation at the rate of time and one-half (1½T) for the first four hours and double time (2T) thereafter when the employee has been authorized in advance by the employer to work:
 - a. In excess of the normal daily hours of work required to be performed by a full-time employee in the same classification, provided s/he has worked a full shift; or
 - b. In excess of eight (8) or twelve (12) continuous hours when those hours are not part of a regular shift as defined in 15.10(2)(b); or
 - c. In excess of:
 - 6on/3off working eight (8) hour shifts
 - 4on/5off working twelve (12) hour shifts
 - 5on/2off working any combination of eight (8) hour and twelve (12) hour shifts up to forty-eight (48) hours. Any combination of eight (8) hour and twelve (12) hour shifts in a five-day period, which exceeds 48 hours, will attract overtime rates.
 - d. Any hours an employee works in advance of working a full regular shift will also count towards calculating the overtime threshold during the full shift, provided that at least four (4) hours have not elapsed between the hours worked and the commencement of the full shift; or
 - e. Hours of work authorized in excess of one hundred and fifty (150) regular hours of work, in the twenty-eight (28) calendar day period.
- (4) Designated holidays, which fall within the twenty-eight (28) calendar day period, shall be subtracted from the total of one hundred and fifty (150) hours; and
- (5) Two consecutive days of rest.
- (6) Work in various locations within their headquarters, in varying units, and working a variety of shifts based on operational requirements.**
- (7) Be provided with notice under Article 15.03 of a shift change.**

LOU "Q" - Community Nursing Allowances RENEW

This will be embedded in the Collective Agreement as Article 53.10. Any articles that reference LOU 'R' will be changed to reflect this change.

FULL-TIME REINFORCMENTS

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 16.06 Compensatory Leave in Lieu of Overtime Payment

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

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

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

- ~~Youth Service Worker (1)~~
- ~~Residential Care Worker (1)~~
- Corrections Officer (3)
- ~~Primary Care Paramedic (3)~~
- ~~Critical Care Positions (3)~~
- Registered Nurse (Long Term Care) (2)**
- Licensed Practical Nurse (Long Term Care) (14)**
- Nursing Home Attendant (Long Term Care) (12)**
- Domestic Aide (2) (Long Term Care)**
- Dietary Aide (2) (Long Term Care)**
- Cook (Long Term Care) (1)**
- Therapy Assistant (Long Term Care) (2)**
- Home Support Workers (Home Care) (8)**
- Licensed Practical Nurses (Home Care) (2)**
- Security Guard (Airport) (4)**
- TOTAL: 52**

During the life of the Collective Agreement, the Employer shall establish Reinforcement positions, subject to the approval of the Public Service Commission, in the above noted jobs to the maximum

number indicated. No existing indeterminate full-time position may be converted to a Reinforcement position, and it is agreed that the Employer will make every reasonable effort to fill vacant full-time indeterminate positions before creating a new Reinforcement position.

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

1. A Reinforcement worker shall be scheduled to work the full-time equivalent of their job classification (1950 or 2080 hours, as the case may be).
2. A Reinforcement worker must be scheduled to work for **one hundred and fifty (150)** hours or **one hundred and sixty (160)** hours, as the case may be, in every four **(4)** week period, but the scheduling and location of such work shall be entirely at the discretion of the Employer.
3. A Reinforcement worker shall be given at least **eighteen (18)** hours notice of impending or changed shifts and work location, and must make themselves available for such work, as required by the Employer.
4. A Reinforcement worker shall be paid overtime in accordance with article 16.09 of the **Collective Agreement**. However, in the case of auxiliaries whose hours are averaged on the same basis as those of full-time employees, the threshold for calculating overtime shall be the same as that for the full-time employees.
5. ~~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 **(2)** consecutive days off in every fourteen **(14)** day period.
6. Staffing of Reinforcement positions shall be by competition, initially limited to the existing pool of **Auxiliary On-Call** employees. Successful candidates shall be removed from the rotational roster applicable to **Auxiliary On-Call** employees in the position for which **they are** hired. If there are no internal applicants, the Employer may recruit for the Reinforcement positions through open competition after giving the Union a reasonable opportunity to consult with their auxiliary pool members.
7. a. The **Reinforcement** Program shall be reviewed and assessed every **six (6)** months by the existing On Call Hours of Work Committee, and the **Union** shall be provided with current statistics listing the number of hours worked by **Auxiliary On-Call** employees, by department, name and job title, on a quarterly basis.

b. In the event the reinforcement provision extends beyond a period of two (2) years, the position(s) will be reviewed through the process in LOU S.
8. The **Reinforcement** Program may be cancelled, in whole or in part, by either Party by serving **three (3)** months' notice in writing of their desire to do so. In the event of a cancellation, Reinforcement workers shall be returned to their substantive auxiliary position at the

expiration of the **three (3)** month notice period. Annual or comp leave earned but unused shall be paid out to the employees at that time.

9. The provisions of article 56.01 shall apply to Reinforcement workers.
10. **A Reinforcement worker may work in various locations within their headquarters, in varying units and working a variety of shifts based on operational requirements, with the flexibility to cover short term absences.**
11. **A Reinforcement worker may not be pre-scheduled for all shifts and, at the Employer's discretion, may be pre-scheduled for pre-approved staff absences with the remainder of their schedule being short term program needs.**

Letter of Agreement

Re: LOU "R" – Pilot Program – Full Time Reinforcements

The parties agree that notwithstanding the provisions of LOU "R" that the term of the AOC "R" Registered Nurse, Licensed Practical Nurse, and Nursing Home Attendant positions, agreed to as per amendment #27, shall be extended to **January 31, 2021**.

Should any decision be made by the bargaining parties which could shorten this period, the employees will return to their substantive Auxiliary On-Call positions if applicable.

LOU "R"

This letter will replace the previous LOU "R" which will be moved as noted above.

NURSE PRACTITIONER MARKET ADJUSTMENT ALLOWANCE

In recognition of the market forces affecting the recruitment of Nurse Practitioners the Parties agree as follows:

Effective April 1, 2019, regular full-time and part-time Nurse Practitioners shall receive up to twelve thousand dollar (\$12,000.00) per annum Market Adjustment Allowance allocated on the following basis:

The allowance shall be calculated on a fiscal year basis (April 1 to March 31) and paid on a bi-weekly basis in accordance with Article 17.02. A regular part-time employee shall earn the Nurse Practitioner Market Adjustment Allowance in proportion to the average number of regular hours (as defined in

Article 44.14(2)) worked per week in relation to a full-time employee in the same classification as specified in Article 15.

This Letter of Understanding and the Market Adjustment Allowance shall terminate on the expiry of the Collective Agreement.

LOU "S"

USE OF AUXILIARY ON-CALL EMPLOYEES

The Parties agree that there should be a continuing monitoring of the use of **Auxiliary On-Call** employees by the Parties. The Parties will meet every six (6) months to review and monitor the use of **Auxiliary On-Call** employees in that period through the "Joint Consultation committee". The committee will be provided with the required information, subject to legislated limitations as listed in **Article 53.10** to make a determination that an **Auxiliary On-Call** employee is being utilized as per Article 2.01(7)(c)(ii). **Auxiliary On-Call employees, who have been working in an Auxiliary On-Call Reinforcement position in excess of two (2) years, shall be reviewed by the Parties to determine whether the employees are working in the appropriate category of employment based on the operational needs of the department.**

If there is an inconsistency identified, as per the above noted Article **2.01(7)(c)(ii)**, the Employer will recommend to the Deputy Minister of the appropriate department, that necessary action be taken to rectify the inconsistency and the Deputy Minister will respond within sixty (60) days.

Where the Parties are unable to agree that an **Auxiliary On-Call** employee is being utilized in a manner intended within the definition, or the recommended action is not being taken by the employing department, the Union may refer the matter to the Public Service Commissioner. The Commissioner, or delegate, will review the Union's concern as expressed in the referral, and will render a decision within twenty (20) days of it being referred. If the Union is not satisfied with the Commissioner's response, the matter can be referred to adjudication.

Nothing in this Letter of Understanding shall limit any pre-existing rights of either Party nor shall it prejudice any position the Parties may take with respect to any grievances or other complaints.

LOU "T" - JOINT COMMITTEE RE: 12-HOUR SHIFT EMPLOYEES DELETE

LOU "U" – FISH AND WILDLIFE STAFF; PARK INTERPRETIVE STAFF RENEW

LOU "V" - RESPECTING SAFETY, HEALTH AND WORKING CONDITIONS IN THE HEALTH CARE SECTOR
COMMUNITY NURSING DELETE

LOU "W" CENTRALIZED RECRUITMENT 7 CERTIFICATION PILOT RENEW

LOU "Y"

PAY INCREASES

The following pay increases shall take effect in the January 1, ~~2016~~ **2019** to December 31, ~~2018~~ **2021** collective agreement:

Effective January 1, 2016 2019	2.00 1.75%
Effective January 1, 2017 2020	1.50 1.75%
Effective January 1, 2018-2021	1.50 1.75%

LOU "Z" CONSERVATION STAFF RENEW

LETTER OF UNDERSTANDING NEW"

Airport Firefighters, Airport Fire Captains, and Airport Fire Chief Market Adjustment Allowance

Effective April 1, 2019, Airport Firefighters, Airport Fire Captains, and the Airport Fire Chief shall receive a 10% market adjustment allowance on the following basis:

The 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.

This Letter of Understanding and the Market Adjustment Allowance shall terminate on the expiry of the Collective Agreement.

LETTER OF UNDERSTANDING "XX"

Average Hours of Work – Critical Care Paramedic (CCP) and Primary Care Paramedic (PCP) float positions (Emergency Medical Services)

In view of operational requirements, hours of work for regular CCP and PCP float positions may be scheduled so that over a period of twenty-eight (28) consecutive calendar days, the employees shall:

- (1) Work an average of thirty-seven and one-half (37½) hours per week, Monday through Sunday;**
- (2) Work an average of ten (10) hours, twelve (12) hours, or fourteen (14) hours per day inclusive of the paid meal period of one-half (½) hour;**

- (3) Be entitled to overtime compensation at the rate of time and one-half (1 1/2T) for the first four hours and double time (2T) thereafter when the employee has been authorized in advance by the employer to work:
 - (a) In excess of the normal daily hours of work required to be performed by a full-time employee in the same classification, provided they have worked a full shift; or
 - (b) Hours of work authorized in excess of one hundred and fifty (150) regular hours of work, in the twenty-eight (28) calendar day period.
 - (c) Hours of work authorized on designated holidays will be paid the applicable overtime and in accordance with 16.08(3).
- (4) Have designated holidays, which fall within the twenty-eight (28) calendar day period, subtracted from the total of one hundred and fifty (150) hours; and
- (5) Be provided leave accruals in accordance with Article 15.23(1)(c).
- (6) Work in various locations within their headquarters in varying crews and working a variety of shifts based on operational requirements.
- (7) Be given notice under Article 15.03 of a shift change.

LETTER OF AGREEMENT

RE: Joint Learning Program

This Letter of Agreement between the Yukon Government and the Public Service Alliance of Canada (PSAC) with respect to a potential Joint Learning Program (JLP) for Yukon Government Employees. The Parties agree to a trial project with respect to a *Joint Learning Program*.

The Employer agrees to provide up to ninety thousand (\$90,000) for a one year JLP trial. Furthermore, the Parties agree to establish a YG-YEU joint steering committee within ninety (90) day of the signing of the Collective Agreement in order to govern the trial based on the specific learning and operational needs of the Yukon government. The Joint Steering Committee will look at best practices available in other joint learning programs, including the PSAC-TBS Joint Learning Program. The Parties agree that this Letter of Agreement will not form part of the Collective Agreement.

LETTER OF AGREEMENT

15.28 Hours of Work Home Support Workers

15.01 Hours of Work Home Care Schedulers

This letter of agreement will give effect to the understanding reached between the parties during 2019 negotiations.

Re: Hours of Work Home Support Workers and Home Care Schedulers

The parties agree to establish a working group which will meet within thirty (30) days of signing of the new Collective Agreement.

The terms of reference will be established at the first meeting and will include, but not be limited to, the following items:

- the current scheduling practice for home support workers and the standard of continuity of care
- the current schedule including identification of scheduling gaps, duplications, staff shortages, rest and meal breaks
- the April 2016 letter of agreement regarding home support workers
- the recommendations contained in the 2018 Yukon Home Care Program Scheduling Improvement Project
- ending the practice of averaging of hours for Home Support Workers
- schedules for Home Care Schedulers that provide seven (7) days per week coverage

The working group will be comprised of two (2) members appointed by the Union and two (2) Employer representatives.

The committee will be supplemented with one adjunct committee member from the Employer and one adjunct advisory Union representative. The advisory committee members will be invited to all committee meetings.

The working group will make joint recommendations to their respective principals regarding potential scheduling solutions that may be applied no later than January 1, 2020 unless otherwise agreed to by the parties.

LETTER OF AGREEMENT

Re: Article 18.03 - Stand-by Pay and Article 53 - Auxiliary On-Calls

Department of Justice is in the process of appointing Sexual Assault Response Team (SART) Support Workers to auxiliary-on-call (AOC) positions for an eighteen- month period, effective March 4, 2019 to August 31, 2020.

It is mutually agreed that these appointments will terminate on June 30, 2020 and the employees in these positions will cease to be Yukon Government (YG) employees on June 30, 2020 except if they have been appointed to another position within YG or these positions are extended by a subsequent Letter of Agreement and offer of employment.

The SART Support Workers who have been given three days' notice and agrees to accept to be on stand-by for a shift shall be entitled to a stand-by payment.

AOC SART Support Workers shall be scheduled to be on stand-by for up to 37.5 hours per week, Monday to Sunday and may be scheduled days, evenings, and nights.

AOC SART Support Workers shall be entitled to a stand-by payment of equivalent to two hours of their regular straight time hourly rate for each 8 consecutive hours or portion thereof, that they are on stand-by.

AOC SART Support Workers who are on stand-by shall be available during this period of stand-by at a known telephone number and be available to report for duty as quickly as possible if called.

No stand-by payment shall be granted if an AOC SART Support Worker is unable to report for duty when required.

An AOC SART Support Worker on stand-by who is required to report for work shall be paid in addition to the stand-by pay, the greater of:

- (a) the straight time rate for the time worked and the applicable overtime rate for any overtime worked; or
- (b) the minimum of four hours pay at the straight time rate, except that this minimum shall only apply once during a stand-by period;
- (c) Where, during any 8 consecutive hours of stand-by, an AOC SART Support Worker is required to report to work on more than one occasion and has already utilized option (b) above, the AOC SART Support Worker shall be paid for hours worked the greater of:
 - (i) the straight time rate for the time worked and the applicable overtime rate for any overtime worked; or
 - (ii) a minimum of one hour at the straight time rate.

Notwithstanding the above, where the AOC SART Support Worker receives a call and can accomplish the work by telephone without reporting to the workplace, the AOC SART Support Worker shall be compensated at the applicable straight time rate rounded up to the nearest 15 minute-period.

EDITORIAL CHANGES

ARTICLE 11

TIME OFF FOR REPRESENTATIVE AND ALLIANCE BUSINESS

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

~~11.13 Employees who are on union leave (leave of absence without pay) will remain on the employer's payroll. The union will be billed for loss of gross salary~~

Renumber remaining clauses

15.16 **Hours of Work for Recovery Unit Attendants, Licensed Practical Nurses (Alcohol and Drug Services Mental Wellness and Substance Use Branch), Residential Care Attendants, Senior Care Attendant Youth Service Workers, Youth Service Worker – Team Leader Youth Treatment Recovery Workers, Cooks (Shelter), Cook Supervisor, Part-time Assistant Cook (Young Offenders Facility) and Dietary Aides Senior Residential Attendant**

(1) ~~Residential Care Attendants and Senior Residential Care Attendant~~

Hours of work for regular full-time and seasonal full-time Residential Attendants and Senior Residential Attendants- **employees** shall be scheduled so that

- (a) In every nine (9) day period, employees work ~~six (6)~~ **four (4)** consecutive days followed by ~~three (3)~~ **five (5)** consecutive days of rest;
- (b) On a daily basis, employees work ~~eight (8)~~ **twelve (12)** hours inclusive of a **two (2)** paid meal periods of one-half (½) hour each, **scheduled as close as possible to the completion of the first third and second third points of the shift;**
- (c) **Schedules for Care Attendants will include a combination of day and night shifts.**

(2) **Senior Care Attendant**

Hours for a regular full-time employee shall be scheduled so that the employee works **forty (40)** hours from Monday to Friday inclusive, and **eight (8)** consecutive hours per day inclusive of a paid meal period of one-half (½) hour.

(3) ~~Youth Service Workers and Residential Careworkers~~ **Treatment Recovery Workers**

Hours of work for regular ~~and seasonal Youth Service Workers and Residential Careworkers~~ **employees** shall be scheduled so that:

- (a) In every nine (9) day period, employees work four (4) consecutive days followed by five (5) days of rest;
 - (b) On a daily basis, employees work twelve (12) hours inclusive of two (2) paid meal periods of one-half (½) hour each, scheduled as close as possible to the completion of the first third and second third points of the shift;
 - (c) **Schedules for Youth Treatment Recovery Workers will include a combination of day and night shifts.**
 - (d) For the purpose of vacation, long service leave, special and sick leave accruals, regular employees who receive pay for at least seven (7) shifts in a calendar month, shall earn leave in the same proportions as outlined in articles 23.02(1), 23.02(3)(a), 24.01(1) and 25.01(1); however a day for the purpose of calculating earned credits or paying designated paid holidays as per Article 20.01 shall be considered to be eight (8) hours;
 - (e) On call employees shall be entitled to receive overtime compensation according to article 16.09(4);
 - (f) Part-time ~~Residential Careworkers~~ **Youth Treatment Recovery Workers** may be scheduled to work weekends and statutory holidays.
- (4) Cooks – Shelter and Dietary Aides

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

- ~~(a) employees work forty (40) hours per week on weekdays, and ten (10) consecutive hours per day, inclusive of a paid meal period of one-half (½) hour.~~
- ~~(b) Hours of work for regular part-time and seasonal part-time employees shall normally be scheduled on Fridays, Mondays, weekends and designated paid holidays.~~
- (a) **In every eight (8) day period, employees work four (4) consecutive days followed by four (4) consecutive days of rest; and**
- (b) **On a daily basis, employees work 10.75 hours inclusive of one paid meal period of one-half (1/2) hour;**

- (c) For the purpose of vacation, long service, special and sick leave accruals, full time employees who receive pay for at least eight (8) shifts in a calendar month, shall earn leave in the same proportions as outlined in Article 23.02(1), 23.02(3)(a), 24.01(1) and 25.01(1) respectively; however, a day for the purposes of calculating earned leave credits and paying designated paid holidays as per Article 20.01(1), shall be considered to be seven and one-half (7.5) hours.

(5) Cook Supervisor

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

- ~~(i) — in every seven day period, the Cook Supervisor works four (4) consecutive days (Monday — Thursday) followed by three (3) consecutive days of rest;~~
 - ~~(ii) — on a daily basis, employees work ten (10) hours inclusive of a paid meal break of one-half hour;~~
 - ~~(iii) — for the purpose of vacation, long service, special and sick leave accruals, full time employees who receive pay for at least eight (8) shifts in a calendar month, shall earn leave in the same proportions as outlined in Article 23.02(1), 23.02(3)(a), 24.01(1) and 25.01(1) respectively; however, a day for the purposes of calculating earned leave credits and paying designated paid holidays as per Article 20.01(1), shall be considered to be eight (8) hours.~~
 - ~~(iv) — work performed on a designated paid holiday shall be paid as per 20.07.~~
- (b) — Hours of work for a regular part-time Assistant Cook shall be scheduled so that:
- ~~(i) — in every seven day period, the Assistant Cook works three (3) consecutive days (Friday — Sunday) followed by four (4) consecutive days of rest;~~
 - ~~(ii) — on a daily basis, the employee works ten (10) hours inclusive of a paid meal break of one-half hour;~~
 - ~~(iii) — for the purpose of vacation, long service, special and sick leave accruals, part-time employees who receive pay for at least five (5) shifts in a calendar month, shall earn leave in the same proportions as outlined in Article 23.02(1), 23.02(3)(a), 24.01(1) and 25.01(1) respectively; however,~~

~~a day for the purposes of calculating earned leave credits and paying designated paid holidays as per Article 20.01(1), shall be considered to be eight (8) hours.~~

~~(iv) work performed on a designated paid holiday shall be paid as per 20.07.~~

(5) ~~Youth Service Worker – Team Leader~~

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

- ~~(a) In every eight (8) day period, employees work four (4) consecutive days followed by four (4) consecutive days of rest;~~
- ~~(b) On a daily basis, employees work ten hours and forty minutes (10.40) inclusive of two (2) paid meal periods of one-half (½) hour each scheduled as close as possible to the completion of the first third and second third points of the shift;~~
- ~~(c) For purpose of vacation, long service leave, special and sick leave accruals, regular employees who receive pay for at least seven (7) shifts in a calendar month, shall earn leave in the same proportions as outlined in articles 23.02(1), 23.02(3)(a), 24.01(1) and 25.01(1); however a day for the purpose of calculating earned credits or paying designated paid holidays as per Article 20.01 shall be considered to be seven and one-half (7½) hours.~~
- ~~(d) On-call employees shall be entitled to receive overtime compensation according to article 16.09(4)(a) or (b);~~

(6) ~~Regular Full Time Licensed Practical Nurses (Alcohol and Drug Services-Mental Wellness and Substance Use Branch)~~ and Recovery Unit Attendants shall be scheduled so that:

- (a) In every nine (9) day period, employees work four (4) consecutive days followed by five (5) consecutive days of rest;
- (b) On a daily basis, employees work twelve (12) hours inclusive of two (2) paid meal periods of one-half (½) hour each, scheduled as close as possible to the completion of the first third and second third points of the shift;
- (c) **Schedules for regular full-time Licensed Practical Nurses will include a combination of day and night shifts.**
- (d) On call employees shall be entitled to receive overtime compensation as per article 16.09 (2) and (4)(a).

15.19 **Average Hours of Work - Wildlife Technicians, Biologists, Park Rangers, Hunter Education Coordinator, Vegetation Ecologist, Fish & Wildlife Coordinators, Ecological Landscape Classification Coordinator, Fire Inspectors, Deputy Fire Marshal, Liquor Inspectors, Park Interpretive Staff (Park Interpretive Supervisor, Interpreter, Assistant Interpreter), Manager (Environment), Park Officer and Park Officer Supervisor, Senior Park Ranger (Herschel), ~~Alcohol and Drug Services~~ Mental Wellness and Substance Use Branch (Intake Treatment Worker; Counselor; Supervisor, Treatment Services), Operations Manager (ECO) and Community Reintegration Worker**

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

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

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

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

15.26 **Hours of Work - ~~Info~~ Visitor Information Centre Receptionists, Visitor Information Centre Supervisors, and Yukon Beringia Interpretive Centre Staff and Program Coordinator**

Hours of work for seasonal full-time ~~Info~~ **Visitor Information Centre Receptionists, ~~Info~~ Visitor information Centre sSupervisors and Beringia Centre interpretive guides Yukon Beringia Interpretive Centre Guides and supervisor** shall be scheduled so that:

- (1) In every six (6) day period, employees work four (4) consecutive days followed by two (2) consecutive days of rest.
- (2) On a daily basis, employees work seven (7) hours exclusive of a meal period.
- (3) Notwithstanding paragraphs (1) and (2) above, the hours of work for the **seasonal fulltime Info Visitor Information** Centre Supervisors in Whitehorse **and Carcross** shall be scheduled ~~so that seasonal full-time Info Centre Supervisors to work Monday to Friday inclusive, and,~~ seven (7) consecutive hours per day, exclusive of a meal period.
- (4) Notwithstanding paragraphs (1), (2), and (3) above, the hours of work for the seasonal fulltime Program Coordinator shall be scheduled to work Monday to Friday, seven and one-half (7½) consecutive hours per day, exclusive of a meal period.**

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

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

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

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

- (6) The parties further agree that for the purposes of paying out compensatory leave, article 16.06(4) will apply to regular Airport Equipment Operators **and Airport Labourers** employed at the Whitehorse Airport.

ARTICLE 17

PAY ADMINISTRATION

17.09 **Salary Payable for an Acting Incumbent**

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

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

26.06 **Education Leave**

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

ARTICLE 24

SPECIAL LEAVE

- 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~~ **parental** leave at the same time.

ARTICLE 28

PROCESSING OF GRIEVANCES

28.05 Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following steps:

- (1) Individual Grievance
Process for Grievances under 28.01(1):
 - (a) Level 1 - First level of Supervision

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

their involvement does not serve as the basis for the employer to seek exclusion of those positions from the bargaining unit. **

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

(b) Level 2 – First level of Management

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

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

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

(c) Final Level – Deputy Minister

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

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

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

Clothing Allowance

- (1) A regular employee in an eligible position as of September 1st, who has not previously received a clothing allowance, will be entitled to a clothing allowance of three hundred dollars (\$300) on September 1st to help defray the cost of purchasing insulated clothing. Thereafter, the regular employee will be paid the clothing allowance ~~bi-annual~~ **every two years** on September 1st, providing his/her service is continuous and he/she continues to occupy an eligible position.
- (2) A seasonal employee who is actively employed in an eligible position on a continuous basis for three (3) consecutive calendar months between November 1st and March 31st, who has not previously received a clothing allowance, will be entitled to receive a clothing allowance of one hundred-fifty dollars (\$150) upon completion of the three months' employment to help defray the cost of purchasing insulated clothing. Thereafter, the seasonal employee will be paid the clothing allowance ~~bi-annual~~ **every two years** no earlier than the date of the initial allowance entitlement, provided he/she has been actively employed in an eligible position on a continuous basis for three (3) consecutive calendar months between November 1st and March 31st preceding the date of his/her entitlement.

Article 54

Seasonal Auxiliary Employees

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

~~(4) he/she has not actively worked for the Employer in his/her auxiliary position for a period of twelve (12) months.~~

~~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.~~

~~(3) ——— 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)~~

APPENDIX "A" HOURS OF WORK

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

Administrative Assistant/Labourer
Airport Electrician
Airport Supervisor
Automotive Mechanic
Automotive Mechanic Foreperson
Bilingual Custodial Worker, Evening
Bilingual Senior Custodial Worker

Building Maintenance Engineer

Building Maintenance Worker

Carpenter

Cleaning Attendant

Cleaning Leadhand

Cleaning Program Supervisor

Crew Foreperson

Custodial/Assistant Supervisor

~~Custodial Coordinator~~

~~Custodial Evening Supervisor~~

Custodial Evening Worker

Custodial Worker

Custodial Worker/Asst Supervisor

~~Domestic Aide~~

Electrician

Equipment Maintenance Planner

Foreperson, Building Engineers

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 Facilities Painter

Parks Signmaker

Parts Inventory Controller

Parts Labourer

Partsperson

Plumber

Regional Airport Supervisor

Road Foreperson

Rodperson/Chainperson

Senior Custodial Worker
Senior Custodian Maintenance Worker
Sign Shop Assistant
Sign Shop Supervisor
Supervisor – Water & Education Services
Technical Specialist (Carpentry)
Technical Specialist (Electrical)
Technical Specialist (Mechanical)
Tire Specialist
Tool Crib Attendant
~~Trades Foreperson, Building Engineers~~
Trades Foreperson, Carpentry/Painting
Trades Foreperson, Electrical
Trades Foreperson, Mechanical
Transportation Maintenance Foreperson (Dawson)
Transportation Maintenance Foreperson (Whitehorse)
Water & Education Equipment Operator
Welder

APPENDIX “B” HOURS OF WORK

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

~~Cook (Youth Services Centre or McDonald Lodge)~~
Cook II/Supervisor
Engineer 4th Class

APPENDIX “E” HOURS OF WORK

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

Archives Reference Assistant
Archives Page
Assistant WPL Librarian
Circulation Supervisor
Community EMS Supervisor
Community Plant Operator
Community Operations Technician

Coordinator Reference Services
Interviewer – Survey Support
Librarian
Library Page
Library Assistant
Library Systems and Services Technician
Liquor Store Assistant Manager
Liquor Store Clerk
Liquor Store Manager
Manager, Community EMS Operations
Native Programs Coordinator
Project Supervisor (ECO)
Reference Archivist
~~Recreation Therapist~~
~~Therapy Assistant~~

APPENDIX “H”

HOURS OF WORK

Hourly Rated Employees:

Airport Electrician
Airport Equipment Operator
Automotive Mechanic
Automotive Mechanic Foreperson
Bilingual Custodial Worker, Evening
Bilingual Senior Custodial Worker
Building Engineer
Building Maintenance Engineer
Building Maintenance Worker
Carpenter
Cleaning Attendant
Cleaning Leadhand
Cleaning Program Supervisor
Crew Foreperson
Custodial/Assistant Supervisor
~~Custodial Coordinator~~
~~Custodial Evening Supervisor~~
Custodial Worker
Electrician
Equipment Maintenance Planner
Fee Collector
Ferry Worker
Foreperson, Building Engineers
Grounds Foreperson
Groundskeeper
Heavy Equipment Mechanic
Heavy Equipment Mechanic Foreperson

Heavy Equipment Operator
Highway Maintenance Leadhand
~~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 Facilities Painter
Parks Signmaker
Parts Inventory Controller
Parts Labourer
Partsperson
Plumber
Road Foreperson
Rodperson/Chainperson
Ross River Ferry Worker
Senior Custodial Worker
Senior Custodian Maintenance Worker
Sign Shop Assistant
Sign Shop Supervisor
Supervisor – Water & Education Services
~~Technical Specialist (Carpentry)~~
~~Technical Specialist (Electrical)~~
~~Technical Specialist (Mechanical)~~
Tire Specialist
Tool Crib Attendant
~~Trades Foreperson, Building Engineers~~
Trades Foreperson, Carpentry/Painting
Trades Foreperson, Electrical
Trades Foreperson, Mechanical
Transportation Maintenance Foreperson (Dawson)
Transportation Maintenance Foreperson (Whitehorse)
Warehouse Supervisor
Water & Education Equipment Operator
Welder

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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.~~

LETTER OF AGREEMENT

Effective February 15, 2017, Article 23.05(2) and 23.05 (3) will be suspended for regular Primary Health Care Nurses in Community Nursing.

Effective from February 15, 2017 to December **31, 2021**

For Regular Primary Health Care Nurses in Community Nursing only:

- (1) Any requests submitted by March 20th for vacation leave to be taken from June 15 to September 10 will be replied to by April 10th.
- (2) Any requests submitted by September 20th for vacation leave to be taken during the period from December 15 to January 10 will be replied to by October 10th.
- (3) Vacation leave requests made for other periods, or vacation leave that is requested for the above peak periods but after the submission deadline, shall be replied to within twenty-one calendar days of the date of receiving the employee's written request.
- (4) Where the Employer alters or disapproves the vacation leave request, the Employer shall give specific reasons in writing for such alteration or disapproval if requested in writing by the regular employee.
- (5) Failure to respond to the vacation leave request within the time period provided for shall indicate to the regular employee that their vacation leave has been approved.

LETTER OF AGREEMENT

Re: Hours of Work and Days of Rest – Cannabis Store Employees

This agreement shall be in effect until December 31, 2019. The parties agree to the following:

Hours of work for the Manager, Retail Operations; Senior Retail Associates, and Retail Associates shall be scheduled so that regular full-time employees work Monday to Sunday, thirty-seven and one-half (37 ½) hours per week and seven and one-half (7 1/2) hours per day exclusive of a meal period.

Whitehorse Cannabis Store regular employees shall rotate between a Tuesday through Saturday and Monday through Friday schedule. Employees on this rotation shall receive one (1) day of rest or three (3) consecutive days of rest between schedules.

This scheduling agreement will be in effect until December 31, 2019. This agreement will be reviewed on or before December 31, 2019 at which time it will be ended, renewed, or modified as necessary.
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