

SOURCE	Gov't		
EFF.	95	01	01
TERM.	98	03	31
No. OF EMPLOYEES	2049		
NOMBRE D'EMPLOYÉS	2049		

461218
 11

COLLECTIVE AGREEMENT

BETWEEN

GOVERNMENT OF YUKON

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

EFFECTIVE JANUARY 1, 1995 - MARCH 31, 1998

JUN 28 1995

06757(05)

NOTE: This collective agreement contains a Numerical Index by Article Number, an Alphabetical Index by Subject, and an Alphabetical Index by Job Title.

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ARTICLE 1

PURPOSE OF AGREEMENT

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

ARTICLE 2

INTERPRETATION AND DEFINITIONS

- 2.01 (a) *'Alliance' means the Public **Service** Alliance of Canada, and includes the Yukon Employees Union (the "**Union**").*
- (b) *'Allowance' means:*
- (i) *compensation payable to an employee for the performance of special or additional duties pursuant to Article **18.06** or **18.08** of this Agreement;*
Of
 - (ii) *an additional payment to an employee pursuant to Article **16.07**, **26.03(6)**, **26.04(6)**, **26.05(7)**, **36.02**, **38**, **39** of **52** of this Agreement.*
- (c) *"Bargaining Unit" means all employees employed by the Employer as described in the Certificate issued by the Yukon Public Service Staff Relations Board on the **9th** of October, **1970**, as amended on December **9, 1988**.*
- (d) *"Class" means a combination of occupational group and level; for example, **AR4**, **ST11** are classes.*
- (e) *"Continuous **Service** and Continuous Employment" means:*
- (i) *for a regular employee, the uninterrupted employment as a regular employee with the Government of the Yukon Territory and includes:*

- (a) the **service** of a lay-off rehired within a period of one (1) year;
 - (b) subject to (iii)(a) below, the service of an employee with the Public Service of Canada whose position was transferred from the Public Service of Canada to the Yukon Government.
 - (ii) for an auxiliary employee, 'the uninterrupted employment as an auxiliary employee since January 3, 1986 with the Government of the Yukon Territory, and includes:
 - (a) the service of a seasonal employee who has been temporarily released pursuant to Article 55.02 or who has been on off-duty status under Article 55.03;
 - (b) subject to (iii)(b) below, the service of an employee with the Public **Service** of Canada whose position was transferred from the Public Service of Canada to the Yukon Government.
 - (iii)
 - (a) A regular employee whose position of function was transferred from the Public Service of Canada shall only receive credit for earned but unused sick leave, special leave and vacation leave credits, effective on the date of the employee's transfer from the Public Service of Canada to the Yukon Government, and it will include continuous years of service as it applies to the Yukon Bonus, the employee's vacation credits and for severance pay purposes (less any severance pay received **from** the Public Service of Canada prior to the actual transfer date).
 - (b) A seasonal auxiliary employee whose position or function was transferred from the Public Service of Canada shall receive credit for earned but unused sick leave, effective on the date of the employee's transfer from the Public Service of Canada to the Yukon Government. The seasonal auxiliary employee's continuous years of service with the Public **Service** of Canada will be used in determining the employee's vacation entitlement with the Yukon Government.
- 2.01 (f) (i) "Day of Rest" in relation to a regular full-time employee or a seasonal full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of **his/her** position other than by reason of **his/her** being on leave of absence;
- (ii) "First day of rest" is defined as the twenty-four (24) hour period commencing at midnight on the calendar day on which the regular **full-time** or seasonal full-time employee completed his/her last regular **shift**; and

(iii) when the first and second or subsequent day of rest is consecutive, "second of subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the regular full-time or seasonal full-time employee's next regular **shift**.

2.01 (g) (i) "Employee" means a member of the Bargaining Unit. Where one gender is used in this Agreement, it is also meant to include the other.

(ii) "Regular employee" means a person appointed to a position established in the public service and who is a member of the Bargaining Unit, and shall not include auxiliary employees.

(iii) "Auxiliary employee" means an employee:

(1) who has one work assignment, whether full or part-time, that normally reoccurs, depending upon the call of the Employer, on a seasonal basis each year for a continuous period of time of more than three (3) but less than ten (10) consecutive months (to be referred to as a "seasonal **employee**"), or

(2) who normally has one of more work assignments each year, whether full or part-time, determined from time-to-time on an hourly, daily or other periodic basis by the call of the Employer (to be referred to as an "on-call **employee**").

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

(h) "Part time employee" means a regular or seasonal employee who is required to work fewer hours per week on a continuous basis than those specified in Article 15 as appropriate for **his/her** particular occupation.

(i) "Full time employee" means a regular or seasonal employee who is required to work those hours specified in Article 15 as appropriate for his/her particular occupation.

(j) "**Employer**" means the Government of the Yukon.

(k) "Fiscal year" means the period of time from April 1st in one year to March 31st, in the next **follo** wing year.

- 2.01 (l) "Grievance" means:
- (i) *in accordance with the Yukon Public Service Staff Relations Act, a complaint in writing that an employee, group of employees or the Alliance submits to Management, to be processed through the grievance procedure;*
 - (ii) *a matter referred to adjudication by the Employer pursuant to Section 84 of the Yukon Public Service Staff Relations Act.*
- (m) *"Headquarters" and "Headquarters area" has the same meaning as given to the expression in the Travel Directive.*
- (n) "Holiday" means:
- (i) *in the case of a **shift** that does not commence and end on the same day, the twenty-four (24) hour period commencing from the time at which the **shift** commenced on a day designated as a paid holiday in this Agreement;*
 - (ii) *in any other case, the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a paid holiday in this Agreement.*
- (o) *"Lay Off" means a regular employee whose employment has been terminated because of lack of work or because of the discontinuance of a function and who is suitable for continued employment in the public service.*
- (p) *"Leave of Absence" means permission to be absent from duty.*
- (q) *"Market supplement" is an additional constant dollar amount which may be added from time-to-time to the base pay rate of an occupational group or to specific levels within an occupational group. Market supplement is considered part of pay for purposes of overtime, superannuation and other wage related benefits. It is not considered part of pay, however, for purposes of calculating performance increases or increases on promotion and reclassification.*
- (r) *"May" shall be regarded as permissive, "Shall" and "Will" as imperative, and "Should" as informative only.*
- (s) *"Membership dues" means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and the Union, and shall not include any initiation fee, insurance premium, or special levy.*
- (t) *"Occupational Groups" are the families of jobs which have some relationship to each other (e.g., administration or education). Each group contains a number of levels. These levels correspond to the point ranges.*

- 2.01 (u) (i) (a) *“Overtime” means work performed by a regular full time or seasonal full time employee with the prior approval by the Employer in excess of outside of his/her regularly scheduled hours of work but excludes time worked on a designated paid holiday; and*
- (b) *“Overtime” means work performed by a regular part-time or seasonal part-time employee with the prior approval of the Employer in excess of the normal daily or weekly hours of work performed by a full time employee in the same classification.*
- (ii) *“Straight time fate” means the hourly rate of remuneration.*
- (iii) *“**Time** and one-half” means one and one-half times the straight time fate.*
- (iv) *“Double time” means twice the straight time rate.*
- (v) *“Public Service” means the Public Service of the Yukon.*
- (w) *“Rates of Pay”*
- (i) *“Weekly Rate of Pay” means an employee’s annual salary divided by **52.176**;*
- (ii) *“**Bi-weekly** Rate of Pay” means an employee’s annual salary divided by **26.088**;*
- (iii) *“Daily Rate of Pay” means:*
- (a) *In the case of an employee who is paid an annual salary, his/her **bi-weekly** rate of pay divided by **10**; and*
- (b) *In the case of an employee who is paid by the hour, **his/her** hourly rate of pay times his/her normal number of hours worked per day.*
- (iv) *The hourly rate of pay for Ambulance Attendants and Ambulance **Shift** Supervisors will be determined by dividing the applicable **bi-weekly** fate of pay by eighty-four (**84**) hours.*
- (x) *“Representative” means an employee who has been elected of appointed as an area Steward or who represents the Union or the Alliance at meetings with management.*

- (y) **"Shifts"** - shall be identified as **follows**:
- (i) **"graveyard"** - that **shift**, the majority of which falls within the first third of the **24:00** hour clock;
 - (ii) **"day"** - that shift, the majority of which falls within the second third of the **24:00** hour clock; and
 - (iii) **"evening"** - that **shift**, the majority of which falls within the last third of the **24:00** hour clock.

(z) "Spouse" means:

- (i) a **lawful** husband or wife; or
- (ii) a person living in a common-law relationship with the employee. A common-law relationship will exist when, for a continuous period of at least one **(1)** year, an employee has lived with a person in a relationship of some permanence as a couple, lives and intends to live with that person as a **couple**, and signs a Statutory Declaration to this effect.

It is agreed that a common-law spouse of the same or opposite sex will **be** covered by any Federal **benefit** plan provided **for** in this **Collective Agreement** to the extent that the plan provides coverage for a **spouse** Of the same Or opposite sex.

- (aa) "Territory" means The Yukon Territory.
- (bb) **"Underfill"** - means an appointment made pursuant to **the Employer's** Policy on **Underfill**, and **provides for** the appointment of persons who are **not fully** qualified, at an **approved rate** of pay below the minimum scheduled **rate for** the position.

2.02 Except as otherwise **provided** in this **Agreement**, **expressions used** in this **Agreement**:

- (a) **If defined** in the **Public Service** Act or in **the Regulations made thereunder**, or in **the Yukon Public Service** Staff Relations Act, or in **the Regulations** made thereunder, **have the** same meaning as given to them in those Acts, and
- (b) **If defined** in the **Interpretation** Act, but **not defined** in the Acts mentioned in paragraph (a) **have the** same meaning as given to them in **the Interpretation** Act.

ARTICLE 3

APPLICATION

- 3.01 The provisions of this **Agreement** apply to the Alliance, the **employees**, and the Employer.

ARTICLE 4

STATE SECURITY AND LEGISLATION

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

ARTICLE 5

DISCRIMINATION

7/2

- 5.01 **Subject** to Section 3 of the Yukon Human Rights Act, **the** parties agree that there shall be no discrimination, interference, coercion, harassment, intimidation or disciplinary action exercised or practised by **employees**, the Union or the Employer with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, or membership or activity in the Union.
- 5.02 Subject to **the agreement** Of the bargaining patties, any **level** in **the grievance procedure** may be **waived** if a person **hearing** the grievance is the subject of the complaint.

ARTICLE 6

HARASSMENT

- 14/1
- 6.01** (a) The Employer, the **employees** and the Alliance **recognize** the right of **all** persons employed in the Public **Service** to work in an environment free from unwanted personal harassment, sexual harassment or **abuse** of authority, and agree that any Of **the aforementioned actions will not be tolerated** in the workplace.
- (b) **Cases** of proven unwanted **personal** harassment, **sexual harassment** or abuse of authority by a person employed in the Public **Service** is considered a disciplinary infraction and will be **dealt** with as such.
- 6.02** (a) Personal harassment means any improper behaviour by a person **employed** in the Yukon Public Service that is directed at and offensive to another person employed in the Yukon Public **Service**, and which **the** first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient. This **includes** harassment as described in Section **13** Of **the** Yukon Human Rights Act.
- (b) Sexual harassment means any conduct, comment, gesture or contact of a sexual nature:
- (i) that might **reasonably** be **expected to** cause **offence** or humiliation; or
- (ii) that might reasonably be perceived as **placing** a condition of a sexual nature on employment or on any opportunity for training or promotion.
- (c) Abuse of authority means an individual's improper **use** of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which endanger an employee's job, undermine an employee's ability to perform the job or threaten **the** economic livelihood of an employee. **However**, it shall not include the legitimate exercise of an individual's **supervisory** power or authority.
- 6.03** (a) Subject to **the** agreement of the bargaining parties, any **level** in the grievance procedure may be waived if a person hearing the grievance is the subject of **the** Complaint.
- (b) Grievances **under** this **Article** will be handled with ail possible confidentiality and dispatch by the Alliance and the **Employer**.

- 6.04 An **alleged offender** shall be **given notice** of the substance of a complaint under this Article and shall be given notice of and be entitled to attend, participate in, and be represented at any grievance hearing or any adjudication **under** this Agreement.

ARTICLE 7

JOB SECURITY

- 7.01 (a) During the **life** of this Agreement; the **Employer** will make every reasonable effort to provide continued **employment** for regular indeterminate employees. Should a **re-organization** occur, every **reasonable** effort will be made to provide alternate employment opportunities at the **affected regular** employees equivalent classification level within the same geographic region. The Employer will also provide retraining as an alternative to lay-off **when** a vacancy exists and the regular employee can demonstrate an aptitude to meet the new job requirements within a reasonable period of time. it is understood that this Article becomes null and void at midnight, March **31, 1998**.
- (b) The Employer **further agrees** that during **the** life of this Agreement regular indeterminate and **seasonal employees will not** be laid off, or **have their** hours reduced, as a result of the Employer contracting out work

ARTICLE 6

MANAGEMENT RIGHTS

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

ARTICLE 9

UNION RECOGNITION

- 9.01 The **Employer recognizes the** Alliance as the **exclusive** bargaining agent **for all employees** in the Bargaining Unit.
- 9.02 The **Employer** agrees that there shall **be** no intimidation or discrimination against any **employee** by reason of **his/her** membership in the **Alliance**, and **the Alliance** agrees that there shall be no intimidation or discrimination on its part towards any employee of the **Employer**.

- 9.03** The Employer agrees that, given reasonable notice to **the Public Service Commission** by **the Alliance**, an **accredited representative** Of the **Alliance** may **be allowed** access to the work premises for the purpose of investigating a grievance or a complaint by an employee or the Union, **provided** the Alliance Representative requests permission for access directly or through an **officer** of the local Union. Such permission will not be withheld unreasonably.
- 9.04** Where an accredited representative of the **Alliance** enters the work premises as **provided** in **9.03**, he/she shall **report** to the **supervisor** of the **employee** before approaching the **employee**.

ARTICLE 10

APPOINTMENT OF REPRESENTATIVES

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

ARTICLE 11

TIME OFF FOR REPRESENTATIVES AND ALLIANCE BUSINESS

11.01 **Time Off for Representatives:**

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

11.02 **Time Off for Alliance Business:**

Yukon Public Service Staff Relations Board Hearings:

- (1) Complaints **made** to the Yukon Public **Service** Staff Relations Board pursuant to Section **15** Of the Yukon Public **Service** Staff Relations Act.
 - (a) The Employer will grant leave with pay for the employee's scheduled regular hours of work:
 - (i) to an **employee** who **makes** a Complaint on **his/her** own behalf;
 - (ii) to a regular or seasonal **employee** who acts on behalf of an employee making a complaint, or who acts on behalf of the Alliance making a complaint.
 - (b) The Employer **will** grant leave without pay:
 - (i) to an on-call **employee** who acts on behalf of an employee making a complaint, or who acts on behalf of the **Alliance** making a complaint.
- (2) Applications for Certification, Representations, and Interventions with respect to Applications for **Certification**.
 - (a) Where operational requirements permit, the Employer will grant leave without pay:
 - (i) to an employee who represents the Alliance in an Application for Certification involving the Employer, or in an intervention involving the Employer, or
 - (ii) to an employee who makes personal representation in opposition to a **Certification involving the Employer**.
- (3) **Employee called** as a Witness:
 - (a) The Employer **will** grant **leave** with pay **for the employee's scheduled** regular hours of work:
 - (i) to an employee **called** as a witness by the Yukon Public **Service** Staff **Relations** Board or by an **employee**, and
 - (ii) to a **regular** or seasonal employee **called** as a witness by the **Alliance**.
 - (b) The Employer **will** grant **leave** without pay:
 - (i) to an on-call employee called as a witness by **the** Alliance.

11.03 Arbitration and Conciliation Board Hearings:

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

11.04 Adjudication:

i v Employee who is a Party:

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

(2) Employee who acts as a Representative:

(a) The **Employer will grant leave** with pay **for the employee's** scheduled **regular** hours of work to a **regular** or **seasonal employee** who is the representative of an employee who is a party.

(b) The **Employer will grant leave** without pay **to an on-call employee** who is the representative of an employee who is a party.

(3) **Employee called** as a witness:

(a) The **Employer will grant leave** with pay **for the employee's** scheduled regular hours of work to a regular or seasonal employee called as a witness by an employee who is a party.

(b) The **Employer will grant leave** without pay to an on-call **employee called** as a witness by an employee who is a party.

11.05 Grievance Hearings:

(1) Employee presenting a grievance:

- (a)** An **employee** who presents a grievance is **entitled** to be present at the hearing of the grievance at any step in the grievance process, and **where the** grievance is heard during working hours, he/she shall **be entitled** to attend the hearing without loss of pay.
- (b)** **Where** an employee **attends** the hearing of **his/her** grievance outside **his/her headquarters** area, **the** Employer shall **not** be **liable** for any **expenses related thereto**.

(2) Employee who acts as Representative:

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

(3) Grievance Investigations:

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

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

11.06 **Contract Negotiation Meetings:**

630/3

- (a) Where operational requirements permit, **the Employer** will grant leave without pay to a maximum of four (4) regular employees and two (2) auxiliary employees for the purpose of attending contract negotiation meetings on behalf of the Alliance. **The Employer agrees that while** employees are attending **contract negotiation meetings, the Employer shall continue** any fringe benefit contributions and employees shall continue to earn any applicable **credits**.
- (b) The parties **have** agreed that two (2) of the six (6) employees attending contract negotiation meetings in (a) **above**, where practicable, will be from a location **outside** of the City Of **Whitehorse**.
- (c) Notwithstanding subsection (a) where the **employee** has been granted leave without pay to attend the initial contract negotiation meeting on behalf of the Alliance, **the Employer will grant leave** without pay **to the employee for all** subsequent contract negotiation meetings.

11.07 **Preparatory Contract Negotiation Meetings:**

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

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

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

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

630/3

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

11.10 **Representatives' Training Courses:**

620/3

Where operational requirements permit, **the Employer** will grant leave without pay to **employees** who **exercise the** authority Of a **Representative** on behalf Of the Alliance to undertake training **related** to the duties of a Representative and/or to **travel** on Union business within the Yukon.

11.11 Leave with Pay for Elected Union President: 6307

The Employer agrees, subject to conditions set out in a Letter of Understanding, to grant a leave with pay for **the employee's** scheduled regular hours of work, to a regular employee who is **elected** as the Yukon Employees **Union Component** President.

11.12 Change of Scheduled Shift

- (a) An employee who is **required** to attend a proceeding pursuant to Article 11.02(1)(a)(i), 11.02(3)(a) or (b), or 11.04(1) or (3), and who has **been** scheduled to work the graveyard **shift** immediately **before** or the evening **shift** immediately **after** the day **shift** on the day of the **proceeding, shall** have **his/her** scheduled **shift** changed to the day **shift**. in such circumstances, the employee shall **then be** granted a **leave** Of **absence from** the day **shift** on the day Of the proceeding.
- (b) **Whether the employee will be** granted a **leave** without pay Or with pay for the employee's scheduled **regular** hours of work **under** paragraph (a) **above will** depend on what **type** of leave was granted to the employee pursuant to the applicable **Article**.
- (c) An employee who attends a proceeding pursuant to paragraph (a) above at which he/she is required to spend less than four **(4)** hours shall **report** to work for **the** remainder of **the** day **shit?**
- (d) The parties agree that **Article 15.21** shall not apply to **the** employee **whose** **scheduled** shift was changed pursuant to paragraph (a) above.
- (e) An employee, whose scheduled **shift** is to **be** changed pursuant to paragraph (a) above, shall provide **his/her** immediate supervisor with as much **advance** notice as **possible** of **the** day(s) **he/she will be required** to attend at the proceeding, with a minimum **advance** notice of forty-eight **(48)** hours.

ARTICLE 12

2/1 1/5 **CHECK OFF**

- 12.01 (a) **Effective** on **the** first day Of the month **following the** signing Of this Agreement, the Employer shall, as a condition of employment, deduct an amount, equal to **the amount** Of **the membership dues, from the bi-weekly** pay of **all present employees** and **all** persons appointed to the Public service, who become part of the Bargaining Unit.

- (b) An employee who satisfies the Employer to the extent that **he/she** declares in an Affidavit that **he/she** is a member of a religious **organization**, "**registered pursuant to the Income Tax Act**", whose doctrine prevents him/her as a matter of conscience from making financial contributions to an **employee organization** and that he/she will make contributions to a charitable **organization** equal to dues, shall not be subject to this **Article**, **provided** that the **Affidavit** submitted by **the employee** shows the **registered number** Of the **religious organization** and is countersigned by an **official** representative of the religious **organization** involved.

- 12.02 The Alliance shall **inform** the **Employer** in writing of **the authorized bi-weekly** deduction to be **checked** off for **each employee defined in Clause 12.01**.
- 12.03 For the **purpose** of applying Clause **12.01**, deductions from pay for **each employee** in respect of each pay period **will** start with the first **full** pay period of employment or **membership to the extent** that earnings **are available**. **Where** an **employee** does not **have** sufficient earnings in respect of any pay **period** to permit deductions, the Employer shall not be obligated to make such deductions from subsequent salary.
- 12.04 From the **date** of signing and for the duration of this Agreement, no employee **organization**, as **defined** in Section 1(1) of the Yukon Public **Service** Staff Relations Act, **other** than the Alliance, shall be permitted to **have** membership dues **and/or** other monies **deducted** by the **Employer from the pay of employees** in the Bargaining Unit.
- 12.05 The amounts deducted in accordance with Clause **12.01** shall be remitted to the Comptroller of the Alliance by **cheque** within a **reasonable** period of time **after** deductions are made and shall be accompanied by particulars **identifying each employee** and the deductions **made** on **his/her** behalf
- 12.06 The Employer **agrees** to continue the past practice of making deductions for other purposes on **the** basis of production of appropriate documentation.
- 12.07 The **Alliance** agrees to indemnify and save the **Employer** harmless against any claim or liability arising out of the **application** of this **Article** except for any claim or liability arising out of an error committed by the **Employer**.

ARTICLE 13

INFORMATION

- 13.01 (a) **The Employer agrees** to supply **the Alliance** with a monthly **report specifying the** name of **each** employee engaged and **each** employee terminated.
- (b) **The Employer agrees** to supply the Alliance with a quarterly report specifying the location and classification, including position point rating, applicable to **each employee Onstaff**.

- (c) The Employer agrees to inform each employee appointed from outside the Public Service to a position in **the** Bargaining Unit, that **the** employee is entitled to become, or not to **become**, a member of the **Alliance**, as **the** employee may determine, but that pursuant to this Agreement, **the Employer** will deduct from **the employee's** pay the amount specified in Article **12.01**; and
 - (d) At the time of **hire**, the **Employer** will undertake to inform **all** persons newly appointed to positions in the Bargaining Unit of the name of the **Alliance Representative** at **their place** Of work
- 13.02 (a) The Employer agrees to provide for the printing and distribution of the copies of **the Collective Agreement to employees** in **the** Bargaining Unit.
- (b) Where a Collective Agreement has been renewed or amended, prior to printing **the renewed** Or **amended Collective Agreement**, the **Employer** will send a draft copy to **the Alliance** and one copy to the Yukon Employees Union **Component** President for **their** approval.
- 13.03 (a) The parties to the Collective Agreement **recognize** the value of an orientation programme **for** new **employees**, and that the Employer **will make reasonable** efforts to provide such a programme.
- (b) **Where** an orientation programme is **provided**, the **Employer** agrees to distribute to the new **employees** a copy Of any **written** package prepared by **the Alliance** which is for the purpose of acquainting the new **employee** with the benefits and **duties** Of **Union** membership and the **employee's responsibilities** and obligations to the Union. it will be the **responsibility** of the Alliance to ensure that the Employer is provided with sufficient copies of its written package to distribute to each new employee receiving the orientation programme.
- (c) (i) During their first year of employment, regular and seasonal employees shall be provided, subject to operational requirements, an opportunity to **meet** with a **representative** Of **the Alliance** pursuant to sub-paragraph (ii) below. A new **regular** or seasonal **employee** who attends such a meeting shall be granted a leave without loss of **regular** pay.
- (ii) A representative of the Alliance will be **offered** the opportunity to meet with new regular and seasonal **employees** once per calendar quarter to make a **presentation** Of up to **forty-five (45)** minutes acquainting the **employees** with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Union. Such a meeting shall be held at the community in which the **employee is working** at a location mutually arranged by **the Alliance** and the Public **Service** Commission.

ARTICLE 14

PROVISIONS OF BULLETIN BOARD SPACE

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

ARTICLE 15

HOURS OF WORK

15.01 Except as **otherwise provided** in this **Agreement**, hours Of work shall **be scheduled** so that **regular full-time employees** and seasonal **full-time employees** work thirty-seven and one-half (**37½**) hours from Monday to Friday inclusive and seven and **one-half (7½)** consecutive hours per day, exclusive of a meal period.

- 15.02 (1) (a) Hours of work for those employees shown in Appendix "**A**" and "**B**" of this Agreement shall be **scheduled** so that regular full-time and **seasonal full-time employees** work forty (**40**) hours per **week** and eight (**8**) consecutive hours per day exclusive or inclusive of a meal period as indicated in the appropriate Appendix.
- (b) Hours of work for those employees shown in Appendix "**C**" and "**D**" of this **Agreement** shall be **scheduled** so that **regular full-time** and seasonal **full-time employees** work forty (**40**) hours per week and eight (**8**) hours per day **exclusive** or **inclusive** Of a **meal** period as indicated in **the** appropriate Appendix

- (2) Hours of work for those employees shown in Appendix "E" of this Agreement shall **be scheduled** so that regular full-time and seasonal full-time employees work **thirty-seven and one-half (37½) hours per week** and seven and one-half (7½) hours **per** day exclusive of a **meal** period.
- (3) **Days of Rest - Liquor Store Employees** The **Employer** shall **provide** two (2) consecutive days of rest **per week** for liquor store regular employees employed at **all liquor store outlets except** Whitehorse. **Whitehorse liquor store regular** employees shall receive two (2) consecutive days of rest **per week** except for the periods December 1 to January 15, March 15 to April 15 and Rendezvous weekend, during **these** periods the **Employer will make** every reasonable effort to continue to provide **regular** employees with two (2) **consecutive** days of rest **per week**.
- (4) The **Employer** agrees that the **regular** work day Of an **employee** shall **not be scheduled** on a split shift basis without the prior written agreement of the Alliance.

15.03 **Hours of Work - Corrections Officers**

- (1) Hours of work for regular full-time and seasonal **full-time** Corrections **Officers** and Senior Corrections **Officers** shall be scheduled so that:
 - (a) in **every** twenty-one (21) day period, **employees** work **seven (7)** consecutive days followed by **three (3)** consecutive days of rest, **followed** by seven (7) consecutive days of work followed by (4) consecutive days of rest.
 - (b) On a daily basis, employees work eight (8) hours inclusive of a paid **meal** period of one-half (½) hour.
 - (c) Notwithstanding (a) and (b) **above**, hours of work for Corrections Officers assigned, as of March 1, 1984, to work as Work Crew Supervisors (excluding Work Crew Supervisors assigned to the operation of rural community work camps), **Admissions/Stores** Officer, or Control Officers shall be scheduled so that full-time employees work forty (40) hours from Monday to Friday inclusive and **eight (8)** consecutive hours per day, inclusive of a meal period. Employees described **above** shall be **entitled to the provisions** of Article 20 of this Agreement.
 - (d) Hours of work for full-time Corrections **Officers** and Work Crew Supervisors assigned to **the** operation of rural community work camps shall **be** scheduled so that 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.

- (2) Hours of work for regular full-time and seasonal **full-time** Cooks (Corrections) 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 **eleven and a half (11 ½)** hours on weekdays inclusive of a paid meal period of **one-half (½)** hour, and nine (9) hours on brunch days (weekends and statutory holidays) inclusive of a paid meal period of one-half (½) hour.
- (3) Hours of work for regular full-time and seasonal full-time Corrections **Officers** assigned to **the** operation of rural community work camps, where **regular** eight (8) hour shifts have **not** been scheduled, shall receive, in addition to their regular pay, pay for six (6) additional hours at the rate of time and one-half (1½T) for each twenty-four (24) hour period assigned to the camp.
- (4) Hours of work for **the** Food **Services** Manager shall **be scheduled** so that:
- (a) In every seven (7) day period, the employee shall work five (5) consecutive days followed by two (2) **consecutive** days of rest.

15.04 **Hours of Work-Weigh Station Employees**

Hours of work **for regular** full-time and **seasonal** full-time Weigh Station **employees** and Weigh Station Supervisors shall be scheduled so that:

- (a) In every **fifteen (15)** day period, employees work ten (10) consecutive days followed by **five (5)** consecutive days of rest.
- (b) On a daily basis, **employees** work eight (8) hours inclusive of a paid meal period of one-half (½) hour.

15.05 **Hours of Work- Institutional Employees**

(1) **Macaulay Lodge**

- (a) Hours of work for **regular full-time** and seasonal **till-time** Nursing Home Attendants, **Registered Nurses, Certified** Nursing Aides, Cooks and Kitchen Helpers may be scheduled as follows:
 - (i) in every **nine (9)** day period, **employees** work (6) consecutive days followed by **three (3)** consecutive days of rest; or
 - (ii) in **every six (6)** day period, **employees** work four (4) consecutive days followed by two (2) consecutive days of rest; or

- (iii) *in every (7) day period, employees work five (5) consecutive days followed by two (2) consecutive days of rest;*
- (iv) *in each of the above, on a daily basis, employees work eight (8) hours inclusive of a paid meal period of one-half (½) hour.*
- (b) *Notwithstanding (a) above, employees on strength as of April 10, 1989 will not be required by the Employer to change their current **shift** pattern.*
- (c) *Employees hired **after** April 10, 1989 may be assigned to any of the **shift** patterns delineated in (a) above, subject to the understanding that once assigned paragraph (b) will apply.*

15.05 (2) McDonald Lodge

- (a) *Hours of work for regular full-time and seasonal full-time Home Care Attendants shall be scheduled so that:*
 - (i) *in every six (6) day period, employees work four (4) consecutive days followed by two (2) consecutive days of rest;*
 - (ii) *on a daily basis, employees work eight (8) hours inclusive of a paid meal break of one-half (½) hour.*
- (b) *Hours of work for regular full-time and seasonal full-time Cooks (Institutional), Night Custodial and Night Care Attendant shall be scheduled so that:*
 - (i) *employees work forty (40) hours Monday to Friday inclusive and eight (8) consecutive hours per day, inclusive of a paid meal period of one-half (½) hour.*
- (c) *Relief Cook - hours of work for regular part-time and seasonal part-time employees shall normally be scheduled so that :*
 - (i) *employees work eight (8) hours per day, Saturday, Sunday and designated paid holidays as identified in Article 20.01(1), inclusive of a paid meal break of one-half (½) hour.*

15.06 Hours of Work for Youth **Service Workers and Recovery Unit Attendants**

*Hours of work for regular and seasonal Youth **Service** Workers and Recovery Unit Attendants shall be scheduled so that:*

- (a) *In every nine (9) day period, employees work six (6) consecutive days followed by three (3) consecutive days of rest.*

- (b) On a daily basis, employees work eight (8) hours inclusive of a paid meal period of one-half ($\frac{1}{2}$) hour.
- (c) Hours of work for full-time Youth Service Workers assigned to a satellite field operation, where regular eight (8) hour **shifts** have not been scheduled, shall receive, in addition to their regular pay, pay for six (6) additional hours at the rate of time and one-half ($1\frac{1}{2}T$) for each twenty-four (24) hour period assigned to the satellite field operation.

15.07 Hours of Work - Engineering Technicians, Soil Technicians, Survey Crew Chiefs, Project inspectors, and Junior Project Inspectors

Hours of work for regular full-time and seasonal full-time Engineering Technicians, Soil Technicians, Survey Crew Chiefs, Project Inspectors, and Junior Project Inspectors shall be scheduled so that:

- (1) Between the calendar months of November **1st** through to April **30th** inclusive, employees work thirty-five (35) hours Monday to Friday inclusive and seven (7) consecutive hours per day, exclusive of a paid meal period.
- (2) Between the calendar months of May **1st** through to October **31st** inclusive, employees work forty (40) hours Monday to Friday inclusive and eight (8) consecutive hours per day, exclusive of a paid meal period.
- (3) The hourly rate of pay for Engineering Technicians, Soil Technicians, Survey Crew Chiefs, Project Inspectors and Junior Project Inspectors shall be determined by dividing the applicable **bi-weekly** rate of pay by seventy-five (75) hours.

15.08 Average Hours of Work - Social Workers; Site Planners, Park Planners, Park Technicians, Park Rangers II, Regional Superintendents (Parks and Outdoor Recreation Branch); Program Coordinator (Teslin Facility)

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

- (i) work an average of thirty-seven and one-half ($37\frac{1}{2}$) hours per week, Monday through Friday; and
- (ii) work an average of seven and one-half ($7\frac{1}{2}$) hours per day, exclusive of a meal period.

- (iii) In view of operational requirements, hours of work for regular and seasonal Social Workers, Site Planners, Park Planners, Park Technicians, Park Rangers II, Regional Superintendents - Parks and Outdoor Recreation Branch, and Program Coordinator - **Teslin** Facility employed on a part-time basis, may be scheduled so that the prescribed hours may be averaged out over a period of twenty-eight **(28)** consecutive calendar days.

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

15.09 A verage Hours of Work - Wildlife Technicians, Biologists, Wildlife Survey Technicians, Park Rangers I, Hunter Education Coordinator, Vegetation Specialist, Coordinator Non-Game Programs, Coordinator Predator/Prey; Ambulance Inspectors, Fire Inspectors, Deputy Fire Marshal; Liquor Inspectors,

In view of operational requirements, hours of work for regular and seasonal Wildlife Technicians, Biologists, Wildlife Survey Technicians, Park Rangers I, Hunter Education Coordinator, Ambulance Inspectors, Fire Inspectors, Deputy Fire Marshal, Liquor Inspectors, Vegetation Specialist, Coordinator Non-Game Programs, Coordinator Predator/Prey may be scheduled so that, over a period of twenty-eight **(28)** consecutive calendar days, the employees **shall**:

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

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 Assistant Biologist.

Wildlife Technician includes Fisheries Technician, Forage Technician, Habitat Technician, Fur Harvest Technician, Field Technician Game Bird/Non-Game Technician, Wildlife Viewing Technician, Small Game Technician, Vegetation Technician.

15.10 Hours of Work - Conservation Education Coordinator

Hours of work for regular and seasonal Conservation Education Coordinators shall be scheduled so that:

- (1) (a) Between June 15 and September 15, inclusive, for a maximum period of eleven (11) weeks scheduled consecutively, when camps are in operation, employees shall work ten (10) consecutive days followed by four (4) consecutive days of rest;
- (b) Notwithstanding Article 15.10(1)(a) above and Article 15.21, by mutual consent between the employee and the Employer, the employee may vary his/her scheduled days of work and rest between June 15 and September 15, provided that:
 - (i) A 5:2 ratio of days of work to days of rest is maintained; and
 - (ii) No more than fifteen (15) consecutive regular work days and no less than five (5) consecutive regular work days are scheduled in any one block.
- (2) Between September 16 and June 14, employees shall work according to Article 15.01.
- (3) At all times when the camps are not in operation, employees shall work seven and one-half (7½) consecutive hours per day, exclusive of an unpaid meal period.
- (4) Notwithstanding 15.10(3) above, when the camps are operational and regular seven and one-half (7½) hour shifts have not been scheduled, employees shall receive, in addition to their regular pay, pay for four (4) additional hours at the rate of time and one-half (1½T) for each twenty-four (24) hour period assigned to the camp.

15.1 7 Hours of Work - Conservation Officers, Regional Resource Managers, Special Services Officer and Environmental Protection Officer

Hours of work for regular and seasonal Conservation Officers, Regional Resource Managers, Special Services Officer and Environmental Protection Officer shall be scheduled so that:

- (1) (a) Between the calendar months of November 1st through to April 15th, inclusive, Conservation Officers, Regional Resource Managers, Special Services Officer and Environmental Protection Officer work thirty-seven and one-half (37½) hours, Monday to Friday, inclusive, and a normal work day of seven and one-half (7½) consecutive hours per day, exclusive of a meal period; and

- (b) *Between the calendar months of April 16th through to October 31st, inclusive, Conservation Officers, Regional Resource Managers, Special Services Officer and Environmental Protection Officer work any five (5) consecutive days in a seven (7) day period and a normal work day of seven and one-half (7½) consecutive hours per day, exclusive of a meal period.*
- (2) *At the option of the Conservation Officer, Regional Resource Manager, Special Services Officer or Environmental Protection Officer and by mutual agreement of the Employer, a Conservation Officer, Regional Resource Manager, Special Services Officer or Environmental Protection Officer may vary his/her hours of work other than those as specified in Clause 15.11(1)(a) and (b) above.*
- (3) (a) *When a Conservation Officer, Regional Resource Manager, Special Services Officer or Environmental Protection Officer works on a designated paid holiday he/she shall be paid in accordance with Clause 16.05 of the Collective Agreement; or*

(b) *At the employee's option, a lieu day with pay in place of the holiday pay shall be granted the full-time Conservation Officer, the full-time Regional Resource Manager, the full-time Special Services Officer or the full-time Environmental Protection Officer subject to operational requirements at a time convenient to both the full-time Conservation Officer, or the full-time Regional Resource Manager, the full-time Special Services Officer or the full-time Environmental Protection Officer, and the Employer.*
- (4) *When a day designated as a holiday under Clause 20.0 1 falls on a full-time Conservation Officer's, full-time Regional Resource Manager's, full-time Special Services Officer's or full-time Environmental Protection Officer's day of rest, the holiday shall be moved to the employee's first working day following his/her normally scheduled days of rest.*

15.12 Hours of Work - Ambulance Attendants and Ambulance Shift Supervisors

Hours of work for regular full-time Ambulance Attendants and Ambulance Shift Supervisors 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 two (2) consecutive days of ten (10) consecutive hours per day, followed by two (2) consecutive days of fourteen (14) consecutive hours per day, both inclusive of a paid meal period of one-half (½) hour.*

15.13 Hours of Work - Justice Workers. Teslin Facility

- (a) Hours of work for regular and seasonal Justice Workers assigned away from **the Teslin** facility, **where** regular eight (8) hour **shifts** have not been scheduled, shall receive, in addition to their regular pay, pay for six (6) additional hours at **the** rate of time and one-half (1½) for each twenty-four (24) hour period assigned to the camp.
- (b) In every seven (7) day period Cooks, **Justice Workers** and Night Care Attendants work five (5) consecutive days followed by two (2) consecutive days of rest.

15.14 Hours of Work - Campground Development Personnel

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

15.15 Hours of Work - Education Consultants

Effective **September 1, 1990**, the following provisions shall apply to regular full-time Education Consultants:

- (1) 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.
- (2) 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.

- (3) The Employer **acknowledges** that the Education Consultant shall be **pre-authorized** to work sixty (60) hours of overtime in excess or outside of his/her regular daily and weekly hours of work as set out in paragraph (1) above. 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
- (4) In regard to the **pre-authorized** hours of overtime set out in paragraph (3) above, the 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 (3) above.
- (5) The Education Consultant shall be required to take his/her earned leave- under paragraph (4) above during the summer vacation period of the school year.
- (6) Any overtime hours of work performed by the Education Consultant in excess of the sixty (60) **pre-authorized** hours in paragraph (3) above :
 - (i) must be **authorized** in advance by **the Employer**, and
 - (ii) will be compensated for pursuant to Article 16 of the Collective Agreement.

15.16 Hours of Work- info Centre Receptionists and Info Centre Supervisors

Hours of work for seasonal full-time info Centre Receptionists and info Centre Supervisors shall **be** scheduled so that:

- (a) In every six (6) day period, employees work four (4) consecutive days followed by two (2) consecutive days of rest.
- (b) On a daily basis, employees work seven (7) hours exclusive of a meal period.

15.17 Rotating Shift Work

(To apply only to regular and seasonal employees in Clauses 15.03, 15.04, 15.05 and 15.06)

When, because of operational requirements of the service, hours of work are scheduled for regular and seasonal employees on a rotating or irregular basis, the **Employer** shall **set up a master weekly shift** schedule and **post it not fewer than fourteen (14) days** in advance, which shall run for at least twenty-eight (28) calendar days. This **schedule** will cover the normal **shift** requirements of the work area.

15.18 Shift Work

The Employer will make every **reasonable** effort :

- (a) Not to schedule the commencement of a shift within sixteen (**16**) hours of the completion of the employee's previous **shift**; and
- (b) To avoid **excessive** fluctuation in hours of work.

15.19 (a) Provided sufficient advance notice is given in writing, and with the approval of the **Employer**, regular and seasonal employees may exchange **shifts** if **there** is no increase in cost to **the** Employer.

- (b) Paragraph (a) above shall **be applicable** to an on-call employee who is advised in advance of a pay period that he/she will **be** scheduled to work in the same position for the full upcoming pay period.

15.20 An employee shall not work more than two (**2**) consecutive **shifts**.

15.27 Normal Work Schedule

(a) A regular employee's working schedule will not be altered unless he/she has been given a minimum of seven (**7**) working days advance notice of the alteration. Where the Employer fails to give a regular employee seven (**7**) working days advance notice of an alteration in **his/her** normal work schedule, **the** Employer shall pay the employee at the rate of time and one-half (**1 ½T**) for all regular hours worked on the **first** day or **shift** worked following receipt of the notice of the change. **Subsequent** days or **shifts** worked on the revised hours shall be paid for at straight-time, subject to the overtime provisions of this **Agreement**.

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

(c) Paragraphs (a) and (b) shall apply to seasonal full-time employees.

15.22 (a) Rest Periods

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

(b) **Meal Breaks**

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

(c) **Paid Meals**

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

15.23 **Wash Up Time**

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

15.24 **Heavy Equipment Operator Shifts**

(a) Notwithstanding 15.21, during extreme dry road and weather conditions during the months of May to August, the Employer may alter the time of commencement and termination of regular **H.E. Operators' shifts** on any regularly scheduled day of work for the purpose of watering and **blading** the road surface, by giving the employee not less than twenty-four (**24**) hours advance notice of **change**.

(b) Where a regular Operator's **shift** is altered **in** accordance with paragraph (a) above, **the** employee shall be paid at overtime rates for the first **shift** worked following receipt of notice of the change.

(c) Paragraphs (a) and (b) shall apply to seasonal full-time employees.

15.25 **No Guarantee**

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

15.26 Compressed Work Week

- (1) Article **15.26** shall apply only to regular full-time employees and to seasonal **full-time** employees.
- (2) Notwithstanding the provisions of this Article in respect of normally scheduled hours of work:
 - (a) upon request of the bargaining agent, representing a group of employees in a particular work area; and
 - (b) where the Deputy Head responsible for the program in that area concurs that the requirements of the program can be met;

work in that area may be scheduled so that the employees concerned may complete the hours of work which they are normally scheduled to perform over a fourteen **(14)** day period;

(c) in nine days; or

(d) in eight days:

provided that the **majority** of the employees in that work place approve the revised work schedule, and that no employee is scheduled to work less than four **(4)** full days in any continuous period of seven **(7)** days.

- (3) Where the provisions of **Article 15.26(2)** are applied, the manager of the work area must approve the schedule of hours for every employee but, subject only to operational requirements, an employee may choose to work the normally scheduled hours, or the revised schedule established according to **his/her** preference.
- (4) Notwithstanding variations in the scheduled hours of work, approved pursuant to **Article 15.26(2)**, the implementation of any variation in hours shall not result in any additional overtime work, or additional payments by reason only of such variation, nor shall it be deemed to prevent the restoration of normally scheduled hours where, in **the** view of the Employer, operational requirements **cannot be** met **under** the varied schedule.
- (5) Where the scheduled hours of work are varied pursuant to **Article 15.26(2)**, an employee included in the varied schedule shall **be** entitled to days of rest on such days as are not scheduled as a normal working day for him/her.
- (6) The provisions of the Agreement that require variation in order to satisfy the conditions of **Article 15.26(4)** will be agreed upon prior to implementation.

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15.27 Hours of Work - On-Call Employees

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

(1) Hours of Work

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

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

(2) Notice

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

(3) Scheduling

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

ARTICLE 16

OVERTIME

- 16.01 (a)** *Subject to the operational requirements of the service, the Employer shall make every reasonable effort:*
- (i)** *to allocate overtime work on an equitable basis among readily **available**, qualified employees; and*
 - (ii)** *to give employees who are required to work overtime reasonable advance notice of this requirement;*

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

40/2 (b) An employee may refuse to work overtime for just cause, and may be required to state the refusal and the cause in writing.

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

(a) The overtime work is **authorized** in advance by the Employer; and

(b) The employee does not control the duration of the overtime work

16.03 Regular Working Day

378/4 A regular or seasonal employee shall be compensated for hours of overtime worked on a regular working day at the rate of time and **one-half (1½T)** for the first four (4) hours and double time (2T) thereafter.

16.04 Days of Rest

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

370/4 (i) for hours of overtime worked on **his/her** first day of rest at the rate of time and **one-half (1½T)** for the first four (4) hours and double time (2T) thereafter; and

310/0 (ii) for hours of overtime worked on his/her **second** or subsequent day of rest at the rate of double time (2T).

16.05 Designated Paid Holiday

310/4 (a) A regular or seasonal **employee** who is **required** to work on a designated paid holiday shall be compensated for hours worked at the rate of time and one-half (1½T) for the **first** four (4) hours and double time (2T) thereafter. This is in addition to the holiday pay provided for in Section **20.0 7 (1)**.

(b) A regular or seasonal employee who is required to work on a designated paid holiday following a day on which he/she worked and received overtime pay in accordance with Article **16.04** or Article **45.05(a)** shall be compensated for **the** hours worked at the rate of double time (2T) for all time worked. This is in addition to the holiday pay provided in Section **20.0 7 (1)**.

(c) An on-call employee, **other** than an on-call Ambulance Attendant, who is required to work on a designated paid holiday shall be compensated pursuant to Article **20.09(3)** of this Agreement.

16.06 Compensatory Leave in Lieu of Overtime Payment

- 41/1
- (a) Notwithstanding the provisions of **16.03, 16.04, 16.05** and **16.08**, overtime earned by a regular employee within any pay period may, at the employee's option, be either paid out at the **applicable** overtime rate or, alternatively, may be banked and liquidated as compensatory leave at the **applicable** overtime provision.
 - (b) The Employer shall grant compensatory leave subject to operational requirements and at a time convenient to both the regular employee and the Employer.
 - (c) Compensatory leave earned during a calendar year but not liquidated by March **1st** following, will be paid out by **the** pay day immediately preceding the end of March, at **the** applicable overtime rate, based upon the regular employee's hourly rate of pay at **the** time of payout.
 - (d) Notwithstanding the provisions of **(c)** above, regular employees of the Department of Education engaged in the provision of clerical support, custodial services and education consultant capacity in the Public School System, shall have any outstanding compensatory leave earned during a twelve month period ending June **30th** of **each** year but not liquidated by September **1st** following, paid out by the pay day immediately preceding the **end** of September, at the applicable overtime rate, based upon the regular employee's hourly rate of pay at **the** time Of **payout**.

16.07 Meal Allowance

- 21A/140
- (1) Where an employee is required to work three **(3)** or more hours of overtime immediately prior to or immediately following the completion of **his/her** scheduled work day, the Employer **will** provide that employee with a meal allowance of fourteen **(\$14.00)** dollars.
 - (2) Clause **16.07(1)** will not apply to an employee who is on **authorized** travel status or where free meals are provided by the Employer.
 - (3) "immediately" as used in Article **16.07(1)** above is to be interpreted so as to permit the scheduling of an unpaid meal break of up to and including one **(1)** hour in duration.
 - (4) Notwithstanding paragraph **(3)** above, Liquor inspectors will be entitled to a meal allowance when doing night inspections requiring them to work until midnight or later.

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

16.08 Ambulance Attendants and Ambulance Shift Supervisors
Overtime and Work on Designated Paid Holidays

(a) **Regular Working Day**

- (i) A regular or on-call Ambulance Attendant or Ambulance **Shift** Supervisor shall be compensated for hours of overtime worked on a regular working day at the rate of time and one-half (**1½T**) for the first four (**4**) hours and double time (**2T**) thereafter.
- (ii) An on-call Ambulance Attendant or Ambulance **Shift** Supervisor shall be entitled to receive overtime compensation at the rate of time and one-half (**1½T**) for the first four (**4**) hours and double time (**2T**) thereafter when **he/she** is **authorized** in advance by the Employer to work on a continuous basis on two (**2**) consecutive **shifts, whether** or not the **shifts** fall on the same calendar day.
- (iii) An on-call Ambulance Attendant or Ambulance **Shift** Supervisor shall be entitled to receive overtime compensation at the rate of time and **one-half (1½T)** for the first four (**4**) hours and double time (**2T**) thereafter when the employee has been **authorized** in advance by **the** Employer to work in excess of the same **number of** consecutive days which would be required to **be** performed by a regular full-time Ambulance Attendant or Ambulance Shift Supervisor.

(b) **Days of Rest**

- (i) A regular Ambulance Attendant or Ambulance Shift Supervisor shall be compensated for hours of overtime worked on **his/her** first and subsequent days of rest pursuant to Article **16.04**.
- (ii) An on-call Ambulance Attendant or Ambulance **Shift** Supervisor shall be compensated for hours of overtime worked in a pay period at the rate of time and one-half (**1½T**) for the first four (**4**) hours and double time (**2T**) thereafter:
- (1) when the on-call employee is advised in advance of a pay period that he/she will be scheduled to work in the same position for the **full** upcoming pay period, the employee **shall** be provided overtime compensation on the same basis as would **be provided** to a regular full-time Ambulance Attendant or Ambulance **Shift** Supervisor; or

- (2) in all other circumstances, when **the** on-call **employee** works in excess of eighty-four (84) normal hours of work in the pay period.

(c) **Designated Paid Holiday**

- (i) (1) Subject to Article 20.04, a **regular** Ambulance Attendant or Ambulance **Shift Supervisor** who is not required to work on a designated holiday shall **be** compensated for **the** designated holiday at the straight-time rate for a total of twelve (12) hours.
 - (2) An on-call Ambulance Attendant or Ambulance **Shift Supervisor** who is not required to work on a **designated** paid holiday shall be entitled to designated holiday pay pursuant to Articles 20.09(1) and (2) of the Agreement, pro-rated to the maximum entitlement of a regular Ambulance Attendant or Ambulance Shift Supervisor (i.e., to a maximum of twelve (12) hours at the straight-time rate).
- (ii) (1) A regular Ambulance Attendant or Ambulance Shift Supervisor who is required to work on a designated holiday shall be compensated for hours worked pursuant to Article 16.05.
 - (2) An on-call Ambulance Attendant or Ambulance **Shift Supervisor** who is required to work on a designated holiday shall be compensated for hours worked at the rate of time and one-half (1 ½T) for the first four (4) hours and double time (2T) thereafter, in addition to the holiday pay provided in Clause 16.08(c)(i)(2) above.
- (iii) **Regular** Ambulance Attendants or Ambulance **Shift Supervisors** who work on a designated holiday will **have** the option of taking another day off without pay at a time mutually agreeable to the employee and **his/her Supervisor**.
- (iv) The definition of "holiday" as **defined** in **Clause 2.01(n)** shall apply to the interpretation of Clause 16.08(c)(i) and (ii).

16.09 Overtime Compensation for On-Call Employees, with the exception of On-Call Ambulance Attendants and Ambulance Shift Supervisors

The following provisions shall apply to all on-call employees, with **the** exception of on-call Ambulance Attendants and Ambulance **Shift Supervisors**:

- (a) An on-call employee shall be entitled to receive overtime compensation in each of the following circumstances:

- (i) when the employee has been **authorized** in advance by the Employer to work in excess of the normal daily hours of work which would be required to be performed by a full-time employee in the same classification; or
- (ii) when the employee has been **authorized** in advance by the Employer to work in excess of the normal weekly hours of work which would be required to be performed by a full-time employee in the same classification whose schedule of work would be calculated on a seven (7) day **weekly** basis; or
 - (1) if the on-call employee works in a classification where a **full-time** employee's schedule of work would be calculated on other than a seven (7) day **weekly** basis, when the on-call employee works in excess of eighty (80) normal hours of work in the pay period;
 - (2) notwithstanding sub-paragraph (iii)(i) above, an on-call info Centre Receptionist and info Centre Supervisor **will** be entitled to receive overtime **compensation** when the employee works in excess of seventy (70) normal hours of work in the pay period; or
- (iv) when the employee is **authorized** in advance by the Employer to work on a continuous basis on two (2) **consecutive shifts**, whether or not the **shifts** fall on the same calendar day.

- 16.09 (b) Notwithstanding paragraph (a) above, an on-call employee who is required to work in a classification where a full-time employee's daily and weekly hours of work would be averaged over a specified period of time shall be entitled to receive overtime compensation when he/she is **authorized** in advance by the Employer to work in excess of thirty-seven and one-half (37½) hours per week.
- (c) Notwithstanding paragraph (a) above, where operational needs require an on-call employee to work in two or more classifications on the same day or during the same week where the full-time employees would be scheduled based on different daily or week/y hours of work, the on-call employee shall be compensated for hours of overtime worked in excess of eight (8) normal daily hours or forty (40) normal **weekly** hours of work respectively.
 - (d) Notwithstanding sub-paragraph (a)(iii) above, where an on-call employee is required to work in a classification where a full-time employee's schedule of work would be based on a nine (9) day period (six (6) consecutive work days followed by three (3) consecutive days of rest), the employee shall be entitled to receive overtime compensation:

- (1) when the on-call employee is advised in advance of a pay period that he/she will be scheduled to work in the same position for the full upcoming pay period, the employee shall be provided overtime compensation on the same basis as would be provided to a full time employee in the same classification; or
 - (2) in all other circumstances, when the on-call employee works in excess of eighty (80) normal hours of work in the pay period.
- 16.09 (e) (i) When an on-call employee works pursuant to paragraphs (a), (b), (c) or (d) above, he/she shall be compensated at the rate of time and one-half (1 ½T) for the first four (4) hours and double time (2T) thereafter.
- (ii) Article 16.01(b) shall **apply** to an on-call employee **after** he/she has worked the same number of daily or **weekly** normal hours of work which would be required to be performed by a full-time employee in the-same classification.

ARTICLE 17

PAY ADMINISTRATION

- 17.01 (a) An employee is entitled to be paid for **services** rendered in accordance with the **bi-weekly** rates of pay or the hourly rates of pay as specified for the classification of the position to which he/she is appointed.
- (b) Notwithstanding paragraph (a) above, an on-call employee who is replacing a regular employee and who is performing a significant portion of the duties of the regular employee being replaced, shall be paid at the following rate of pay:
- (i) if the employee being replaced is in a class for which there is a single rate of pay which is the same as or lower than the rate of pay received by the on-call employee, pursuant to his/her **classification**, the on-call employee's rate of pay shall remain unchanged;
 - (ii) if the employee being replaced is in a class for which there is a single rate of pay which is higher than the rate of pay received by the on-call employee, pursuant to **his/her classification**, the on-call employee shall receive the rate of pay for the **classification** of the employee being replaced;
 - (iii) if the employee being replaced is in a class for which there is a range of rates of pay and the maximum salary is the same as or lower than the maximum salary applicable to the on-call employee's classification, the on-call employee's rate of pay shall remain unchanged;

(iv) if the employee being replaced is in a class for which there is a range of rates of pay and the maximum salary is higher than the maximum salary applicable to the on-call employee's classification, **the** on-call employee shall:

(1) receive that minimum salary for the class of the employee being replaced where the minimum is more than **4%** above the on-call employee's present salary; or

(2) receive a salary at a rate **4%** higher than **his/her** present salary provided that the on-call employee's replacement rate of pay does not exceed the maximum rate of pay for the class of the employee being replaced; or

(3) receive the maximum rate of pay of the class of the employee being replaced where the application of (2) above would provide for the on-call employee's replacement rate of pay exceeding that maximum.

17.02 (a) Regular and seasonal employees shall be paid **bi-weekly** with pay days being alternate Fridays in accordance with the pay system of the Employer.

(b) Pay days for on-call employees will be **bi-weekly** on alternate Fridays, with the employees being paid two (2) weeks in arrears for all hours worked up to and including the previous pay day.

(c) Notwithstanding (a) **above, seasonal employees** Occupying the position of supervisor or receptionist at the visitor Reception **Centres** and tour guides and campground maintenance personnel shall be paid two (2) weeks in arrears for all hours worked up to and including the previous pay day.

17.03 Employees who have **earned** overtime compensation or any other extra allowance in addition to their **regular** pay shall **receive** such remuneration within four (4) weeks of the day such remuneration was earned.

17.04 Upon Promotion

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

(a) the minimum of the new range where that minimum is more than **8%** above his/her present salary; or

(b) where his/her salary on appointment does not exceed the maximum of the range applicable to the position to which he/she is appointed, **8%**; or

- (c) *where* the application of (b) above would **provide** for **appointment** exceeding the maximum of the range for the new position, the maximum rate in the range.

17.05 Upon Transfer

- (a) Where an employee is appointed to a position having a maximum rate of pay which is the same as the maximum rate of pay of **his/her** former position, **his/her** salary shall remain unchanged.
- (b) Where an employee accepts a position having a lower maximum rate of pay than that of his/her former position, **his/her** rate of pay on appointment in **the** new scale shall be equal to the rate **he/she** was paid in **his/her** former position, or **where** the **rate** the employee was paid in **his/her** former position exceeds the maximum of **the** range for **the** new position, the employee's rate of pay in the new position shall be the maximum rate in the range.

17.06 (1) Notwithstanding the provisions of **17.04** and **17.05**, where an employee is appointed to a position the occupational characteristics of which are substantially different from that of his/her former position, and the application of the provisions of Article **17.04** or **17.05** would yield a rate of pay substantially higher than that which would ordinarily be paid to a person with similar **qualifications**, at the discretion of the Public **Service** commission, the **employee** may be paid either:

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

17.07 Upon Reclassification

- (a) Where an employee occupies a position which is reclassified because of a change of duties, resulting in its inclusion in a class having a higher maximum salary, the employee shall receive:
- (i) **the** minimum of **the** new range **where** that minimum is more than **8%** above **his/her** present salary; or

- (ii) **8%** where his/her salary on **reclassification** does not exceed the maximum of the range for the new class; or
 - (iii) where the application of (ii) above would **provide** for reclassification exceeding the maximum of the range for **the** position, **the** maximum rate in the range.
- (b) **Where** an employee occupies a position which is reclassified resulting in its inclusion in a class having a maximum salary the same as that previously applicable to the position, the salary payable to the employee shall remain unchanged.
- (c) Notwithstanding **Clause 17.0 1**, where an employee occupies a position which is reclassified to a class having a maximum salary which is less than the maximum applicable to the class to which the position was formerly allocated:
 - (i) The salary range payable to the employee shall remain unchanged.
 - (ii) **Where** an employee occupies a position which is **reclassified** downwards resulting in a lower maximum salary, the employee will be granted salary protection. in such circumstances, the employee, for as long as he/she continues to occupy the reclassified position, will continue to receive any increment and negotiated salary increase which he/she would have received in **his/her** position if the reclassification had not occurred.
 - (iii) Sub-paragraph (ii) above shall apply to any employee who occupies a position which had **previously** been reclassified downward and whose salary had been maintained at the maximum salary of **his/her** classification prior to the reclassification. However, such employees shall only be entitled to receive any such increment and negotiated salary increase which becomes effective on April 1, 1991 or thereafter.

17.08 Market Supplement

- (a) **Where** a market supplement is added to **the** base pay for an occupational group or to specific **levels** within an occupational group, **the salary** of **each** employee in a position in that group or level shall be adjusted by the full value of the **market** supplement.
- (b) Notwithstanding the provisions of **17.08(a)** above where an employee is hired at a rate of pay **above** the minimum due to labour market pressure, and a **market** supplement is subsequently provided, the employee will not receive the market supplement **provided** he/she has **been advised** in writing at the time of his/her appointment.

- (c) *Where a market supplement is subsequently increased, the additional supplement shall be added to each employee's rate of pay according to the principles outlined in (a) and (b) above.*
- (d) *Where a market supplement is **subsequently** reduced or deleted by mutual agreement of the parties, the salary of each employee currently receiving the market supplement shall be reduced accordingly*

17.09 Salary Payable for an Acting Incumbent

- (a) *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:*
 - (i) *receive the minimum salary for the acting position where that minimum is more than **4%** above **his/her** present salary; or*
 - (ii) *receive **4%** where **his/her salary** on acting appointment **does** not exceed the maximum of the range for the acting position; or*
 - (iii) *where the application of (ii) 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.*
- (b) *Paragraph (a) above shall be applied as follows:*
 - (i) *Liquor Store and Liquor **Warehouse** employees, Food **Service** employees, Corrections **Officers**, Work Crew Supervisors, Admissions/Stores **Officer**, Control Officers, Corrections Cooks, Security Guards, Youth **Service Workers**, Ambulance Attendants, Ambulance Shift Supervisors, **Recovery Unit** Attendants and employees in the Trades, and Operational Services and Labour occupational groups shall receive acting pay where they are required to perform the duties of the higher position on a cumulative basis for a period of **three (3)** days, and in respect of each subsequent day in the fiscal year.*
 - 4/25 (ii) *All **other** employees shall **receive** acting pay **when** required to perform **the** duties of the higher position on a continuous basis for a period of five **(5)** working days.*
- (c) *An employee can refuse to perform the duties of the acting position pursuant to paragraph (a) above provided that:*
 - (i) *there is another employee who the Employer determines is qualified to perform the duties of the position on an acting basis; and*

- (ii) the other **employee** identified pursuant to sub-paragraph (i) above is available and willing to perform the **duties** of the position on an acting basis.
- (d) An employee who performs the duties of a higher position pursuant to paragraph (a) above for a continuous period of less than fourteen (14) days will not have his/her performance **while** in the acting position evaluated pursuant to Article 17.11(1)(a), 17.11(2)(a) or 54.01(a) or (b).

17.10 Upon Completion of Probationary Period

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

Hourly rated employees are excluded from this Clause.

17.11 Employee Performance Review

(Note: Refer to Articles 54.01 and 54.02 for **the** applicable provisions for auxiliary employees.)

- (1) (a) (i) A regular employee shall have his/her job performance evaluated at the following times:
 - (1) prior to the completion of the employee's probationary period; and
 - (2) on or before the employee's anniversary date.
- (ii) in regard to sub-paragraph (a)(i)(2) above, the job performance evaluation **shall** be conducted by the **regular employee's** immediate supervisor. However, if the employee's immediate supervisor has not **supervised his/her** work for at least six (6) months prior to the time that the job **performance** evaluation is completed, then the **Employer** will make a reasonable effort to **have** the **regular employee's** past immediate **supervisor**, if **still** employed with the Government of Yukon, conduct the job performance evaluation for that period of time that the employee was under **his/her supervision**.

- (iii) During the regular employee's probationary period, **his/her** immediate **supervisor will**, on an informal basis, **advise** the employee on the standard of **his/her** performance and conduct. if the **supervisor** perceives **the** probationary employee's **performance** or conduct as being unsatisfactory, **he/she** shall advise the employee of the specific areas of concern, **the** standard of **performance** and/or conduct expected of the employee, and the method for improvement.
- 17.11 (l) (b) (i) subject **only** to **satisfactory** conduct and performance, the salary of a regular employee shall **be** increased on the employee's anniversary date by four **(4%)** percent.
- (ii) **When** a **regular** employee is not to be granted **the** salary increase referred to in **(i)** above, **the** Employer shall notify the employee in person or by **registered** mail at least **fifteen (15)** working days in advance of **the** employee's anniversary date.
 - (iii) **The notification will** advise the regular **employee** of the specific areas of **his/her** performance or conduct which the Employer evaluates as unsatisfactory, the reasons why, **the** standard of performance and/or conduct expected of the employee, and the method for improvement. **The notification will** also advise the employee that **his/her** immediate **supervisor** will arrange a meeting with the employee within three **(3)** months after the employee's anniversary **date** in order to review the **employee's** standard of performance **and/or** conduct, unless the **supervisor** or the employee is unavailable as a result of being on an approved leave.
- (c) Where the application of **(b)** above would **provide** for **performance** increment exceeding the maximum of the **range** for the position, **the** maximum **rate** in the range;
- (d) Notwithstanding **(b)** above, a regular employee is not eligible to receive a performance increment:
- (i) if he/she is at the maximum of his/her salary range; or
 - (ii) if he/she is in a **class** for which **there** is a single rate of pay;

- (e) Where a performance increment provided for **under** Article 17.11 is withheld, the salary increment may be granted on any subsequent **first** day of a month up to six **(6)** months **after** the **date** upon which the increment has been withheld.
- (f) **When**, as a **result** of a **formal review** of a **regular** employee's job performance, a written document is placed on his/her personal file, the employee **concerned** shall be given an opportunity to sign **the** review form or document in question and to indicate that its contents have **been** read and explained. Upon request, the employee shall receive a copy of his/her performance evaluation review.

17.11 (2) Where a regular employee is allocated to EDUCATION GROUPS - Consultant Subgroup or instructor/Counsellor Subgroup for performance review purposes, the folio wing provisions will apply:

- (a) (i) A regular employee shall have **his/her** job performance evaluated at the following times:
 - (1) prior to the completion of the employee's probationary period; and
 - (2) **on.or** before the employee's anniversary date.
- (ii) in regard to sub-paragraph **(a)(i)(2)** above, the job performance evaluation shall be conducted by the regular employee's immediate supervisor. **However**, if the **employee's** immediate supervisor has not supervised **his/her** work for at least six **(6)** months prior to the time that the job performance evaluation is **completed**, then the **Employer will** make a **reasonable** effort to **have** the **regular** employee's past immediate supervisor, if still employed with the Government of Yukon, conduct the job performance evaluation for that **period** of time that **the** employee was under his/her supervision.
- (iii) During the regular employee's probationary period, his/her immediate supervisor will, on an informal basis, advise the employee on the standard of **his/her** performance and conduct. if the supervisor perceives the probationary employee's performance or conduct as being unsatisfactory, he/she shall advise the employee of the specific areas of concern, the standard of performance and/or conduct expected of the employee, and the method for improvement.

- 17.11 (2) (b) Subject to (c) below, **the salary** Of a regular **employee** may **be increased** on **his/her** anniversary **date** by one increment within the pay range applicable to the sub-group to which his/her position is allocated provided the employee is not at the maximum step of the applicable pay range to which **his/her** position is allocated.
- (c) (i) A **regular employee** shall be granted **performance** increment when **his/her** conduct and performance of his/her duties have **been satisfactory**.
- (ii) When a regular employee is not to be granted the salary increase referred to in (i) above, the **Employer** shall notify the **employee** in person or by registered mail at least **fifteen (15)** working days in advance of the **employee's** anniversary date.
- (iii) The notification will advise the regular employee of the specific areas of **his/her** performance or conduct which **the** Employer evaluates as unsatisfactory, the reasons why, **the** standard of performance and/or conduct expected of **the** employee, and **the** method for improvement. The notification will also advise the employee that his/her immediate **supervisor** will arrange a meeting with the employee within three **(3)** months after **the** employee's anniversary date in order to review the employee's standard of performance and/or conduct, unless **the** supervisor or the employee is unavailable as a result of being on an approved **leave**.
- (d) Where a salary increment provided for under Article 17.11 is withheld, **the salary increment** may **be** granted on any **subsequent first** day Of a month up to six **(6)** months **after** the **date** upon which **the** increment has been withheld,
- (e) When, as a result of a formal review of a regular employee's job performance, a written document is placed on his/her personal **file**, the employee concerned shall **be** given an **opportunity** to sign the **review** form or document in question and to indicate that its contents have **been read** and explained. Upon request, the employee shall receive a copy of his/her performance evaluation review.

17.12 Application of Anniversary Date

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

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

17.14 New Occupational Groups and Levels

- 16/2
- (a) Subject to (b) below, during the term of this **Agreement**, the Employer shall **have** the right to establish and introduce new or revised occupational groups or levels, modify or revise the kind and level of work inherent in an occupational group or level and establish **applicable** rates of pay.
 - (b) The Alliance shall receive immediate notification from the Employer of any changes as described in (a) above. Where the Alliance is in disagreement with the rates of pay for such classes, the Alliance will notify the Employer within thirty **(30)** days from the date of receipt of notification from the **Employer**.

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

17.15 Where a performance increment and any **other** transaction such as reclassification, promotion, or salary revision are effective on the same date, the performance increment shall be processed first folio wed by the other transactions.

ARTICLE 18

PREMIUM PA Y

18.01 Call Back Pay

- (1) 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,

the employee is called back to work and returns to work, he/she shall be entitled, on each occasion, to the greater of:

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- (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) When an employee reports to work **overtime** for which he/she has been recalled under the conditions described in Clause **18.0** I(I) and is required to use public or commercial transportation **services, he/she** shall **be** reimbursed for reasonable expenses incurred as folio **ws**:
- (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.

18.02 Reporting Pay

- 4/6/09
- (1) (a) if a regular or seasonal employee **reports** to work on his/her **scheduled** work day and **there** is no work or insufficient work available, he/she is entitled to four **(4)** hours pay at the straight time rate.
- (b) if a regular or seasonal employee is directed to report for work on-a day of rest or on a designated paid holiday, and **there** is no work or insufficient work available, he/she shall be entitled to four **(4)** hours pay at the **applicable overtime** rates.
- (2) (a) An on-call employee who reports for a work assignment at the call of the **Employer** shall be paid for all hours worked, with the following minimum entitlements:
- (i) if the employee is advised by the Employer that his/her scheduled work day will be for a duration of four **(4)** hours or more - a minimum of four **(4)** hours pay at the employee's straight time rate; or
- (ii) if the employee is **advised** by the **Employer** that **his/her** scheduled work day will be for a duration of less than four **(4)** hours - a minimum of two **(2)** hours pay at the employee's straight time rate.
- (b) Notwithstanding **paragraph** (a) above, an **on-call** Home Care Nurse, Home Support **Worker** or Family Support Worker who reports for a work assignment at **the** call of the Employer shall be paid for all hours worked, with a minimum entitlement of two **(2)** hours pay at the employee's straight time rate.
- (c) Notwithstanding paragraphs (a) or (b) above, an on-call employee who reports for an emergency work assignment at the call of **the** Employer shall be paid for all hours worked, with a minimum entitlement of four **(4)** hours pay at the employee's straight time rate.

18.03 Stand-by Pay

The following provisions shall be applicable only to **regular** employees and seasonal employees:

- 44/3800
- (1) Where the Employer requires an employee to be available on stand-by during off-duty hours, an employee shall be entitled to a stand-by payment of equivalent to **three-quarters (3/4)** of his/her regular straight time hourly rate for each **eight (8)** consecutive hours or portion thereof, that he/she is on stand-by.
 - (2) An employee **designated** by letter or by list for stand-by duty shall be available during his/her **period** of stand-by at a known telephone number and be available to return for duty as quickly as possible if called. If designating employees for stand-by, the **Employer** will endeavour to provide for the equitable distribution of stand-by duties.
 - (3) No stand-by payment shall **be** granted if an employee is **unable** to report for duty when required.
 - (4) An employee on stand-by required to report for work shall **be** paid in addition to **the** stand-by pay, **the** greater of:
 - (a) the **applicable** overtime rate for the time worked; or
 - (b) the minimum of four (4) hours pay at **the** straight time rate, except that this minimum shall only apply once during a stand-by period;
 - (c) **Where**, during any **eight (8)** consecutive hours of stand-by, an employee is required to report to work on more than one (1) occasion and has already **utilized** option (4)(b) above, the employee shall be paid for hours worked the greater of:
 - (i) the applicable overtime rate for the time worked; or
 - (ii) a minimum of **one (1)** hour at the **applicable** overtime rate.
 - (5) A **Relief Assistant Residence Supervisor** and a Cook **working** in the Student Residence shall receive inconvenience pay of fourteen (**\$14.00**) dollars for **each** eight (8) consecutive hours or portion thereof, that he/she is required to remain in the **residence** during off-duty hours.

18.04 Shift Premium

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- (a) Employees shall receive a shift premium of one dollar (**\$1.00**) per hour for all hours **worked** on graveyard and evening **shifts**, including overtime hours worked.
- (b) in **view** of the Employer's requirement to maintain library **services** to the general public on a **regularly** scheduled basis, **employees** designated as Library **Clerks** 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 (**\$ 1.00**) for all hours **worked** as indicated.
- (c) Liquor inspectors shall be paid a **shift** differential for hours worked **after** five p.m. (**5:00** p.m.) **when** doing night inspections and/or road trips.

18.05 Weekend Premium

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When an **employee** works on a Saturday **and/or** a Sunday as part of a **regularly** scheduled **shift**, the employee shall receive one dollar (**\$1.00**) per hour for **regularly** **scheduled** hours of work on the Saturday and/or Sunday in addition to the normal hourly rate of pay

18.06 Certified Nursing Aide Supervisory Allowance

A Certified Nursing Aide shall receive, in addition to regular pay, overtime and **shift** premiums, a special supervisory allowance of eight percent (**8%**) of his/her straight time rate for graveyard **shift** and ten percent (**10%**) of his/her straight time rate for evening **shifts** and Saturday or Sunday day shifts.

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

- (1) Be paid for all **regularly** scheduled hours **worked** by a regular or seasonal Conservation **Officer** or Regional **Resource** Manager on a Saturday or a Sunday as part of a **regularly** **scheduled** five (**5**) day work week; and
- (2) Be paid for all regularly scheduled hours worked outside the normal standard daily hours of **8:30** a.m. to **5:00** p.m.; and
- (3) Where the Conservation Officer's or the Regional Resource Manager's regularly scheduled hours of work **exceed** a variance in excess of two (**2**) or more hours beyond the normal standard **daily** hours of **8:30** a.m. to **5:00** p.m., all hours worked on the regular shift? (**7½** hours) shall be paid the Conservation **Officer's** Differential;

- (4) The Conservation **Officer's** Differential shall not be paid for overtime hours worked.
- (5) Article **18.05** shall not be applicable to Conservation **Officers** or to Regional Resource Managers.

18.08 First Aid and Dangerous Goods Handling Certificates Allowance

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

18.09 Travel Time

- (1) Where an employee is required, or directed, by the Employer to **travel** on duty outside of and/or to return to his/her headquarters area in order to perform the duties of his position; and
- (2) Provided that his/her method of travel is determined by, or approved by, the Employer, he/she **shall** be compensated for the time spent travelling in the manner prescribed be/o **w**:
 - (a) On a normal working day on which he/she travels but does not work, the employee shall receive his/her regular pay for the day.
 - (b) On a normal **working** day on which he/she travels and' works, the employee shall be paid:
 - (i) his/her regular pay for the day where the combined period of travel and work does not exceed the daily hours of work assigned to his/her class of employment (**i.e., 7½ or 8 hours**, as the case may be), even though such hours may not be in accordance with **his/her** normally scheduled hours of work
 - (ii) Where the combined total of travel and work hours exceed the daily hours of work assigned to the class, he/she shall be paid at the applicable overtime rate for additional travel time in excess of his/her normal daily hours of work, with a maximum payment for such additional travel time not to exceed the total straight time hours assigned to **his/her** class of employment in any one day.

(iii) On a day where the employee would be entitled to receive overtime pay pursuant to Article **16.04, 16.08(b)** or **45.05(a)**, or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for all hours spent travelling to a maximum of the daily straight time hours assigned to his/her class of employment in any one day.

- 18.09 (2)** (c) (i) Travel time shall be compensated in cash, except where, upon the request of a regular employee on/y and with the approval of the Employer, travel time shall be compensated by leave with **pay**.
- (ii) Payment in cash shall be calculated based upon the employee's hourly rate of pay in effect at the time of travelling.
- (iii) The Employer **shall** grant compensatory leave, subject to operational requirements, and at a time convenient to both the regular employee and the Employer.
- (iv) The duration of such leave shall be equal to the travel time multiplied by the appropriate rate of payment to the prescribed maximum, but in respect of any twenty-four hour period during which a regular employee travels, or waits in a terminal to continue his/her journey, may not exceed the number of normally scheduled hours of work
- (v) Compensatory leave earned during a calendar year but not liquidated by March **1st** following **will** be paid in cash by the pay day immediate/y preceding the end of March, at the applicable overtime rate, based upon the regular **employee's hourly** rate of pay at the time of pay-out.
- (d) A "twenty-four hour period" as used in sub-paragraph (c)(v) above shall be interpreted to mean the, twenty-four hour period commencing **12:01** a.m. on any day in which the regular employee commences to travel as defined in paragraph (e) below.
- (e) An employee shall be deemed to be in travel status commencing one (1) hour prior to the scheduled and published departure time of the aircraft, if the mode of travel is air, or, when he/she leaves his/her normal place of residence or place of accommodation outside of Yukon, should he/she be travelling by any other means than by air.

- 18.09 (2) (f) (i) All time worked at a location outside the employee's headquarters area shall be compensated for in accordance with Article 15 of the current Collective Agreement.
- (ii) All hours of overtime worked shall be compensated for in accordance with Article 16 of the current Collective Agreement.

ARTICLE 19

SEVERANCE PAY

(Note: Refer to Article 54.03 for the applicable provisions for auxiliary employees.)

19.01 Lay-Off

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

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33/30 19.02 In the case of a regular employee who is laid off for the first time, the amount of severance pay shall be two (2) weeks pay for the first and one (1) weeks pay for each succeeding complete year of employment, but the total amount of severance pay which may be paid under this clause shall not exceed thirty (30) weeks pay.

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

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

19.05 Resignation:

3/c Subject to Clause 19.06, a regular employee who has five (5) or more years of continuous employment is entitled to be paid on resignation from the Public Service severance pay equal to the amount obtained by multiplying one-half (1/2) of his/her week/y rate of pay on resignation by the number of completed years of **his/her** continuous employment to a maximum of twenty-eight (28) weeks, less any period in respect of which he/she was granted severance pay.

19.06 Retirement:

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

19.07 Rejection on Probation:

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

ARTICLE 20

DESIGNATED PAID HOLIDAYS

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

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

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

20.02 Holiday Falling on a Day of Rest

When a day designated as a holiday under Clause **20.0** 1 coincides with a regular full-time or seasonal full-time employee's day of rest, the holiday shall be moved to the employee's first working day following his/her day of rest.

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

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

20.04 Designated Paid Holidays

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

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

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

20.07 Compensation for Work on a Holiday

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 he/she is not scheduled to work - his/her regular wages for the day designated as the holiday;
- (2) when he/she works on a holiday;
 - (i) his/her regular wages for the day designated as the holiday;
 - (ii) time and one-half (**1½T**) for the first four (**4**) hours of work on the holiday and double time (**2T**) thereafter.

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20.08 Ambulance Attendants and Ambulance Shift Supervisors shall be entitled to the designated paid holidays as defined in Clause **20.01(1)** and shall be compensated for designated paid holidays in accordance with Clause **16.08(c)** of this Agreement. All other provisions of Article **20** (except Clauses **20.01(1)**, **20.04**, **20.06** and **20.09(1)** and **(2)**) shall not **apply** to Ambulance Attendants and Ambulance Shift Supervisors.

20.09 On-Call Employees

- (1) An on-call employee who is not required to work on a designated paid holiday shall be entitled to receive designated holiday pay if he/she had worked any regular hours for the Employer during the two (**2**) week period immediately preceding the designated holiday. If so entitled, the on-call employee's designated holiday pay shall be calculated on a pro-rata basis, by dividing the total number of regular hours worked by the employee during the two (**2**) week period by the total number of regular working hours in the two (**2**) week period which would be required to be worked by a full-time employee in the same **classification**.
- (2) Paragraph (1) above **shall** not apply to an on-call employee who had been permanent/y released prior to the designated holiday.
- (3) An on-call employee who is required to work on a designated paid holiday shall be compensated for hours worked at the rate of time and one-half (**1½T**) for the first four (**4**) hours and double time (**2T**) thereafter. This is in **addition** to any holiday pay the employee may be entitled to pursuant to paragraph (1) above.

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ARTICLE 21

NOTICE OF LA Y-OFF

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

ARTICLE 22

LEAVE- GENERAL

- 22.01 (1)** *When the employment of a regular or seasonal employee who has been granted more sick or special leave with pay than he/she has earned is terminated by death, the employee is considered to have earned the amount of leave with pay granted to **him/her**.*
- (2)** *(i) When the employment of a regular employee who has been granted more sick or special leave with pay than he/she has earned is terminated by **lay-off**, the Employer will not recover such sick leave or special leave advanced but not earned from the employee.*
- (ii) if a regular employee terminated under Clause **22.01(2)(i)** is subsequently re-employed and his/her service is considered continuous, sick or special leave advanced but not earned prior to lay-off shall be deducted from any sick or special leave credits subsequently earned.*
- (3)** *(i) When the employment of a seasonal employee who has been granted more sick or special leave with pay than he/she has earned is temporarily released pursuant to Article **55.02** or is on off-duty status under Article **55.03**, the Employer will not recover such sick leave or special leave advanced but not earned from the employee.*
- (ii) if a seasonal employee under Clause **22.01(3)(i)** is subsequently re-employed and his/her **service** is considered continuous, sick or special leave advanced but not earned prior to his/her temporary release or commencement of off-duty status shall be deducted from any sick or special leave credits subsequently earned.*

ARTICLE 23

VACATION LEAVE

(Note: Refer to Article **54.04** for the applicable provisions for auxiliary employees.)

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

A regular employee with one or more years of **service** shall have his/her anticipated yearly vacation leave credits advanced April 1 of each year. The parties agree that should a regular employee take unearned vacation and not return to the employment of the Government or return but not long enough to earn the a/ready taken vacation, the Employer has the right to recover the monies from any monies owing the employee including superannuation payments.

23.02 (1) A regular employee who has received pay for at least ten **(10)** days in a calendar month shall earn vacation leave credits for that month at the following rates:

<u>54</u>	(a) <u>Years of Continuous Service</u>	<u>Month/v Accrual Rate</u>
01 - 04	In the first and subsequent	1 2/3 days
04 - 05	In the fourth and subsequent	2 1/12 days
15 - 06	in the fifteenth and subsequent	2 1/2 days
26 - 07	In the twenty-sixth and subsequent	2 11/12 days

(2) Ambulance Attendants and Ambulance Shift Supervisors

A regular Ambulance Attendant or Ambulance Shift Supervisor who has received pay for at least seven **(7) shifts** in each calendar month, shall earn vacation leave credits for that month at the following rates:

Years of Continuous Service

Monthly Accrual Rate

In the first and subsequent	1 1/4 shifts
In the fourth and subsequent	1 1/2 shifts
In the fifteenth and subsequent	1 3/4 shifts
In the twenty-sixth and subsequent	2 shifts

(3) Long Service Vacation Leave Benefits

- (a) On the date a regular employee completes the qualifying period of continuous **service** with the Yukon Government as set out below, he/she shall be entitled to five (5) days of additional vacation leave in the period prior to the next qualifying period.
- (b) A regular employee who has qualified for a long **service** vacation leave benefit and has not taken the leave before reaching the next qualifying period shall be paid out for any long service leave earned but not taken at that time.

(c) Qualifying Periods of Continuous Service

- OS 5y 0 Completion of 5 years but less than **10** years of continuous **service**.
- OS 10y 0 Completion of **10** years but less than **15** years of continuous **service**.
- OS 15y 0 Completion of **15** years but less than **20** years of continuous **service**.
- OS 20y 0 Completion of **20** years but less than **25** years of continuous **service**.
- OS 25y 0 Completion of **25** years but less than **30** years of continuous **service**.
- OS 30y 0 Completion of **30** years but less than **35** years of continuous service.

(d) Ambulance Attendants and Ambulance Shift Supervisors

On the date a regular employee completes the **Qualifying** Period of Continuous **Service** as described in Clause **23.02(3)(c)**, he/she shall be entitled to receive four (4) **shifts** of additional vacation leave, once prior to the completion of the next qualifying period.

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

- (a) is granted bereavement leave; or
- (b) is granted sick leave; or
- (c) is granted special leave under **24.03**;

the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

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

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

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

(2) The Employer will reply to a regular employee's written **authorized** vacation leave request in **(1)** above, as soon as practicable with respect to the approval or disapproval of the request for vacation leave, and in any event, within three **(3)** weeks of the date of receiving the employee's written request. Where the Employer alters or disapproves the vacation leave request, the Employer shall give specific reasons in writing for such alteration or disapproval if requested in writing by the regular employee.

(3) **Failure** to respond to the vacation leave request within the time period provided for in paragraph **(1)** above shall indicate to the regular employee that his/her vacation leave has been approved.

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

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

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

- 23.07 (1)** *When, during a period of vacation leave, a regular employee is recalled to duty, he/she shall be reimbursed for reasonable expenses incurred as normal/y defined by the Employer in the Travel Directive, in proceeding to **his/her** place of duty. In addition, the regular employee shall be reimbursed for any non-refundable deposits forfeited as a result of recall. if the regular employee immediately resumes vacation upon completing the assignment for which **he/she** was recalled, he/she shall be reimbursed for expenses incurred on the return trip.*
- (2)** *The regular employee shall not be considered as being on vacation leave during any period in respect of which he/she is entitled under **23.07(1)** to be reimbursed for reasonable expenses incurred by him/her.*
- (3)** *Where a regular employee on vacation leave outside of **his/her** headquarters area is recalled to duty, the employee will be entitled to one extra day of vacation leave.*

ARTICLE 24

SPECIAL LEAVE

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

- 24.01 (1)** *A regular employee, other than an employee who is on retiring leave pursuant to Article **25.04(1)**, shall be credited with six **(6)** days special leave credits upon commencement of his/her first year of **service** and upon commencement of each continuous year of **service** thereafter up to a maximum of thirty **(30)** days.*
- (2)** *Notwithstanding the above, a multiple of less than six **(6)** days may be credited to a regular employee where such lesser multiple will be necessary to either bring to the maximum or maintain the maximum credit of thirty **(30)** days.*
- (3) Ambulance Attendants and Ambulance Shift Supervisors**
- (a)** *A regular Ambulance Attendant or Ambulance **Shift** Supervisor, except when on retirement leave pursuant to Article **25.04(1)**, shall be credited with four **(4) shifts** special leave credits upon commencement of **his/her** first year of **service** and upon each year of continuous **service** thereafter up to a maximum of twenty **(20)** shifts.*
- (b)** *Notwithstanding the above, a multiple of less than four **(4)** shifts may be credited to a regular Ambulance Attendant or Ambulance Shift Supervisor where such lesser multiple will be necessary to either bring to the maximum or maintain the maximum of twenty **(20) shifts**.*

24.02 Bereavement Leave

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- (1) (a) *The Employer shall grant a regular employee special leave with pay for a period of up to four (4) working days, where there is a death in the immediate family, for the purposes set out in sub-paragraph (b) below, or alternatively, the Employer will grant four (4) working days special leave where the death of a member of the immediate family is imminent, provided such leave is in lieu of bereavement leave at a later date with respect to the same member of the immediate family. The Employer may request a physician's statement to verify a very serious illness in the employee's immediate family.*
 - (b) *The four (4) working days special leave granted under sub-paragraph (a) above may be taken by the regular employee at one of the following times:*

 - (i) *immediately following the date of death; or*
 - (ii) *within a period of thirteen (13) months from the date of death for the purpose of attending a religious or traditional ceremony or event related to the death.*
 - (c) *In regard to sub-paragraph (b)(ii) above, the regular employee shall be entitled to **utilize the total** of the four (4) working days special leave over two separate periods within the thirteen (13) month period. However, the additional special leave for travel purposes which may be granted pursuant to paragraph (2) below may only be taken in conjunction with one of the two separate periods.*
 - (2) *In addition, a regular employee may be granted up to three (3) working days special leave to travel in relationship to special leave granted in paragraph (1) above.*
 - (3) *immediate family for the purpose of bereavement leave is defined as mother, father, sister, brother (or alternately step-father, step-mother, or foster parent), spouse, son, daughter, stepchild or ward of the regular employee, mother-in-law, father-in-law, grandparent and grandchild, and any relative permanently residing in the regular employee's household or with whom the regular employee permanently resides.*
 - (4) *A regular employee is entitled to special leave with pay, up to a maximum of one (1) working day in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, and sister-in-law, for the purpose related to the death.*

- (5) *At the discretion of the Public **Service** Commissioner, where a death appears imminent, a regular employee may be granted paid leave beyond the maximum specified in paragraph (1) above, provided he/she has unused special leave credits **sufficient** for the leave granted.*

24.03 Illness

- (1) (a) *Where a regular employee is required to care for his/her sick dependents or a sick person permanently residing in his/her place of residence, the Employer shall grant special leave with pay up to a maximum of five (5) consecutive working days. Special leave shall be granted within the context of this sub-clause for a regular employee who is required to care for his/her spouse.*
- (b) *Pursuant to (a) above, a Deputy Head on behalf of the Employer may, when he/she has reasonable cause to believe there is an abuse, request a report from a qualified medical practitioner or a public health nurse in communities where there is no resident doctor, to validate the illness of the applicable person referred to in paragraph (a) above provided the request is made prior to the regular employee's return to work*
- (c) *Where a qualified physician or specialist **certifies** that a regular employee's child up to and including the age of eleven (11), or a child that is wholly dependent on the regular employee for support by reason of mental or physical infirmity, cannot attend day-care or school in order to avoid the potential of being exposed to an infectious disease, the Employer shall grant special leave with pay up to a maximum of five (5) consecutive working days to allow the regular employee to make alternate arrangements for the care of **his/her** child.*
- (2) *Where a regular employee's dependents require assistance to travel to Whitehorse or a facility outside the Yukon to seek emergency medical or dental treatment or to visit a non-resident medical specialist, and if it is not possible for the employee's dependents to seek treatment or an appointment in their headquarters area, the regular employee may be granted special leave up to a maximum of two (2) days for travel purposes.*

24.04 Marriage

- (1) *After the completion of one year's continuous employment in the Public **Service**, a regular employee who has the credits available and who gives the Employer at least five (5) days notice, shall be granted special leave with pay to the extent of his/her credits, but not more than **five (5)** consecutive working days on the occasion of the marriage of the regular employee.*
- (2) *A regular employee who does not apply for such leave within three months of the date of **his/her** marriage shall no longer be entitled to the leave.*

24.05 Other Leave

- (1) Special leave with pay shall be granted:
 - (a) for periods of up to a maximum of one-half ($\frac{1}{2}$) day for medical, dental, optometrist and chiropractor appointments, when it is not possible for the regular employee to arrange such appointments outside **his/her** normal hours of work;
 - (b) where a regular employee is required to travel outside of his/her headquarters area for a medical, dental, optometrist or chiropractor appointment, when it is not possible for the employee to seek treatment or an appointment in his/her headquarters area or when the employee is referred to a medical facility outside of his/her headquarters area, the regular employee may be granted special leave up to a maximum of five (**5**) working days for travel purposes;
 - (c) to a regular employee required to travel outside Yukon for a Department of Veteran Affairs medical (**DVA**) to a maximum of two (**2**) days per year;
 - 63 F/1 (d) to a regular employee on the occasion of the birth of **his/her** child up to a maximum of one (**1**) day; The one (**1**) day may be taken within thirty (**30**) days of the birth of the child;
 - (e) to non-apprentice regular employees writing Journeyman Certificate Examinations related to the **classification** of their position, for periods up to a maximum of two (**2**) days every two (**2**) years;
 - 63 E/1 (f) to a regular employee at any time, at the employee's option, up to three (**3**) consecutive working days, to be taken within thirty (**30**) days of the adoption; and
 - (g) to a regular employee engaged in emergency volunteer **services** to a maximum use of up to three (**3**) days per year.
- (2) The regular employee shall provide necessary proof of the need for or the **utilization** of leave in Article **24.05(1)(a), (b), (c), (d), (e)** or **(f)** above, at the request of the Employer.
- (3) A regular employee who is granted special leave with pay pursuant to Article **24.05(1)(g)** above shall remit to the Employer any monies paid to him/her arising from the performance of the emergency volunteer **service**. The amount which the regular employee is required to remit to the Employer shall not exceed the amount of pay which the employee received from the Employer pursuant to Article **24.05(1)(g)**. In such circumstances, the regular employee shall have **his/her** special leave bank **recredited** with the credits which are equivalent to the amount remitted to the Employer.

- 24.06** At the discretion of the Employer, special leave with pay may be granted when circumstances not directly attributable to the regular employee prevent his/her reporting for duty.
- 24.07** A regular employee is not eligible for special leave with pay for any period during which he/she is on retiring leave pursuant to Article **25.04(1)**, on leave of absence without pay or under suspension.
- 24.08** Where a regular employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of five **(5)** days may, at the discretion of the Employer, be granted, subject to the deduction of such advance leave from any special leave credits subsequent/y earned.

ARTICLE 25

SICK LEAVE

(Note: Refer to Article **54.06** for other provisions applicable to seasonal employees.)

25.01 Sick Leave Credits

- (1)** A regular employee other than an employee on retiring leave pursuant to Article **25.04(1)** shall earn sick leave credits at the rate of one and one-quarter **(1 1/4)** days for each calendar month for which **he/she** received at least ten **(10)** days pay.
- (2)** Notwithstanding the above, a regular Ambulance Attendant or Ambulance **Shift** Supervisor shall earn sick leave credits at the rate of one **(1)** shift for each calendar month in which he/she has received pay for at least seven **(7)** shifts.
- (3)** All unused sick leave credits shall be carried over from one year to the next and shall be accumulated indefinitely.

25.02 Granting of Sick Leave

- (1)** Subject to the provisions of this Article, a regular employee who is unable to perform **his/her** duties because of illness, injury, or quarantine may be granted sick leave with pay up to the maximum of accumulated, unused sick leave credits, and with the approval of the Public **Service** Commission, an advance of sick leave up to **fifteen (15)** days.
- (2)** In determining the eligibility of a regular employee for an advance of sick leave, the Public **Service** Commission shall take into account the length of **service** of the employee, the employment record of the employee, and the capacity of the Employer to secure reimbursement if the advance is not liquidated by future sick leave credits.

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- 25.02 (3)** *An advance of sick leave credits shall be repaid by deduction from future sick leave credits, or where the regular employee's **service** is terminated before the advance is repaid, by a deduction from compensation otherwise owed to the employee.*
- (4)** *A regular employee shall be granted sick leave provided that:*
- (a)** *he/she satisfies the Employer as to his/her entitlement in the manner prescribed below; and*
 - (b)** *where the leave is paid leave, **he/she** has the necessary sick leave credits, or an advance of sick leave credits has been approved by the Public **Service** Commission.*
- (5)** *Pursuant to **(4)** above, a Deputy Head, on behalf of the Employer may require a regular employee to provide evidence as to the nature of **his/her** illness or injury, or that he/she is or has been in quarantine:*
- (a)** *by presentation of a medical **certificate** indicating that, in the judgment of the attending physician, the employee was or is incapable of performing **his/her** duties; or*
 - (b)** *by the completion of an Affidavit signed by the employee stating that because of illness or injury, he/she is unable to perform his/her duties. The Employer has the right to request a medical certificate where the Employer has reasonable cause to believe the employee is abusing the trust inherent in this Affidavit system, provided the request is made prior to the employee's return to work;*
- but such evidence of incapacity may be required on/y after the employee has been granted five **(5)** days paid sick leave in the fiscal year in which the leave is applied for.*
- (6)** *A regular employee will ordinarily be deemed to have satisfied the requirements of (S)(a) or **(b)** if he/she provides either of the documents described above. However, in circumstances where a Deputy Head is not satisfied that the regular employee is, or was incapable of performing his/her duties, the Deputy Head may, at the Employer's expense require the employee to attend a physician of the Employer's choice for a medical examination and the Deputy Head shall be bound by the advice of this physician as to the ability or inability of the employee to perform his/her duties.*
- (7)** *The Employer may require an employee to provide a medical **certificate** from a qualified practitioner of the employee's choice certifying that the employee is able to resume **his/her** job when the reason for the absence was an injury or a **contagious disease**.*

25.03 A regular employee is not eligible for sick leave with pay for any period during which the employee is on retiring leave pursuant to Article **25.04(1)**, on leave of absence without pay, or under suspension.

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25.04 (1) (a) A regular employee who retires from the Public **Service** and who is entitled to an immediate annuity or is entitled to an immediate annual allowance, under the Public **Service** Superannuation Act, may convert up to a maximum of thirty-three and one-third percent (**33 1/3%**) of his/her total earned but unused sick leave credits, to a maximum of sixty (**60**) days, to a paid **pre-retirement** leave.

(b) Such **pre-retirement** leave shall be taken during the period immediately prior to the **regular** employee's effective date of retirement.

(c) At the request of the regular employee, the provisions of **(2)** below shall apply to a retiring employee, in lieu of **pre-retirement** leave.

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(2) A regular employee who has been continuously employed for a period in excess of five (**5**) years, whose employment is terminated for any reason except a **disciplinary** discharge, may convert up to a maximum of thirty-three and **one-third** percent (**33 1/3%**) of his/her total earned but unused sick leave credits to a maximum of sixty (**60**) days, to a cash payout based on the employee's daily rate of pay at termination.

(3) For purposes of Article **25.04**, "earned sick leave" shall be interpreted as including only sick leave **earned** while the regular employee is employed in the Government of Yukon.

(4) A regular employee who terminates his/her employment more than once shall be limited, in his/her entitlement under this Article, to a maximum of sixty (**60**) days in total.

25.05 Transfer of Sick Leave Benefits from Previous Employment

(1) Where a person is appointed to a regular or seasonal auxiliary position in the Public Service of Yukon on or **after** February **26, 1981**, and where:

(a) the person appointed to a regular or seasonal auxiliary position in the Yukon Public **Service** is employed at the time of appointment, or who ceased to be employed within a ninety (**90**) consecutive day period prior to appointment, by an Employer who has entered into a reciprocal agreement with the Federal Superannuation Branch for Superannuation benefit transferability;

- (b) *or where the person appointed to a regular or seasonal auxiliary position in the Yukon Public Service has been previously employed in the Yukon Public Service and who, at the time of appointment, is not employed in a position in the Yukon Public Service;*

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

- 25.05 (2)** (a) *The Employer shall accept the transfer of sick leave **credits** on appointment from outside the Public **Service** of Yukon, **provided** that a **certified** statement is **provided** by the appointee's Employer indicating that a **similar** benefit accrued and remained unused and unpaid at the time of separation.*
- (b) *The maximum of sick leave **credits** which may be transferred is **sixty-five (65)** days,*
- (3) *Persons **re-appointed** to a regular or seasonal auxiliary position in the **Public Service** of Yukon within five **(5)** years of separation shall be **re-credited** with unexpended sick leave entitlement to a maximum of **sixty-five (65)** days, accrued, **unused** and unpaid at the time of separation.*
- (4) *An appointee may transfer accrued sick leave earned with the Yukon Government in combination with credits earned and accrued with an "approved" Employer, provided that:*
- (a) *the time restriction in Articles **25.05(1)(a)** and **(3)** are adhered to;*
 - (b) *the aggregate total **does** not **exceed sixty-five (65)** days; and*
 - (c) *such transfer is made **Only once** in relation to a particular period of employment.*
- (5) *In relation to the object of providing appointees who **have transferrable benefits** with a maximum protection of **sixty-five (65)** days sick leave from the date of appointment, the transferred and accrued leave shall be administered as follows:*
- (a) *transferred leave shall be **depleted** by one day for **each** day of sick leave **earned** in Yukon Government employment;*
 - (b) *transferred leave shall be **used** only **when** accrued leave is not available;*
 - (c) *transferred leave once used shall not be **re-credited**;*

- (d) *no advanced sick leave shall be granted until all accrued and transferred sick leave is used; and*
- (e) *transferred sick leave shall not be defined as a leave entitlement for purposes of calculating retirement **benefits** pursuant to **Article 25.04**.*

ARTICLE 26

LEAVE - OTHER

26.01 Court Leave

(1) *Leave of **absence** with pay shall be given to every regular employee, other than an employee on suspension, on retiring leave pursuant to Article **25.04(1)** or on a leave of absence without pay, who is required other than in the performance of the duties of the employee's position:*

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- (a) *to serve on a jury; or*
- (b) *by subpoena or summons to attend as a witness in any proceeding held:
 - (i) *in or under the authority of a Court of Justice or **before** a Grand Jury;*
 - (ii) *before a Court, Judge, Justice, Magistrate, or Coroner;*
 - (iii) *before the Senate or House of Commons of Canada, or a Committee of the Senate or House of Commons, otherwise than in the performance of the duties of **his/her** position;*
 - (iv) *before a Legislature or any Committee thereof that is **authorized** by law to compel **the** attendance of witnesses **before** it; or*
 - (v) ***before** an Arbitrator or Umpire or a person or body of persons **authorized** by law to make an inquiry and to compel the attendance of witnesses before it;**

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

26.01 (2) Leave of absence with pay shall **be** given to a seasonal employee, other than an **employee on suspension**, on retiring **leave pursuant to Article 25.04(1)** or on a **leave Of absence** without pay, who **is required** during the period Of **his/her** seasonal work assignment, other than in the performance of the duties of his/her position:

- (a) up to a maximum of five **(5)** days per season non-cumulative - to serve on a jury; or
- (b) up to a maximum of two **(2)** days per season non-cumulative - by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a **Court** of Justice or **before** a Grand Jury;
 - (ii) before a **Court**, Judge, Justice, Magistrate, or Coroner;
 - (iii) before the Senate or House of Commons of Canada, or a Committee of **the** Senate or House of Commons, otherwise than in the performance of the duties of **his/her** position;
 - (iv) before a Legislature or any Committee **thereof** that is **authorized** by law to compel the **attendance** of witnesses before it; or
 - (v) **before** an Arbitrator or Umpire or a person or body of persons **authorized** by law to make an inquiry and to compel the **attendance** of witnesses before it;

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

(3) Where an employee is subpoenaed to attend as a witness in any proceeding held before a **Court** during off-duty hours, as a result of the performance of his/her duties or to testify **before** an Administrative Inquiry Board, pursuant to the Corrections Act, during **his/her** off-duty hours, he/she shall be entitled to the greater of:

- (a) (i) **for** regular employees, compensation at **the rate** Of time and one-half ($1\frac{1}{2}T$) for all hours worked;
- (ii) for auxiliary employees, compensation for all hours worked at the Straight-time rate, or if overtime is applicable pursuant to- the terms of this Agreement, at the rate of time and one-half ($1\frac{1}{2}T$); or

- (iii) for all employees, compensation equivalent to four (4) hours pay at the straight-time rate.
- (4) (a) An employee who is required to attend a proceeding pursuant to Article 26.01(1), (2) or (3), and who has been scheduled to work the graveyard **shift** immediately before or the evening **shift** immediately **after** the day shift on the day of the proceeding, shall **have his/her** scheduled **shift** changed to the day **shift**. In such circumstances, the **employee** shall then be granted a leave Of **absence** from the day shift on the day of the proceeding.
- (b) **Whether** the employee **will** be granted a leave without pay or with pay for the employee's scheduled regular hours of work under paragraph (a) above **will** depend on what **type** of leave was granted to the **employee** pursuant to the applicable Article.
- (c) An employee who attends a proceeding pursuant to paragraph (a) above at which **he/she** is required to **spend** less than four (4) hours shall report to work for the remainder of the day **shift**.
- (d) The parties agree that Article 15.21 shall not apply to **the** employee whose scheduled **shift** was changed pursuant to paragraph (a) above.
- (e) An employee, whose scheduled **shift** is to be changed pursuant to paragraph (a) **above**, shall **provide his/her** immediate supervisor with as much advance notice as **possible** of the day(s) he/she will be required to attend at the proceeding, with a minimum advance notice of forty-eight (48) hours.
- (f) An employee who is required to **attend** a proceeding pursuant to Article 26.0 1(3), and whose scheduled shift was changed pursuant to paragraph (a) above, shall be entitled to receive compensation at the applicable overtime rate only for those hours he/she is required to attend at **the** proceeding which are in excess of **his/her** regular scheduled hours of work on the day **shift** on the day of the proceeding.

26.02

Injury on Duty Leave

- (1) A regular or seasonal employee shall **be** granted **injury-on-duty** leave with pay for such reasonable period as may **be determined** by the Employer where it is determined by the **Workers'** Compensation Board that he/she is unable to perform **his/her** duties because of:

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- (a) *personal injury* accidentally received in the performance of *his/her* duties and not caused by the employee's **willful** 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 *persona/ injury*, **where** an off-duty Corrections employee is a victim of an assault or an act of violence by a past inmate and such assault or act of violence arises as a result of the Corrections employee performing his/her normal responsibilities within **the** Correctional Institute, and not caused by his/her own misconduct:

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

- (2) *When a regular or seasonal employee has been granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of record of sick leave credits, that the employee was not granted sick leave.*
- (3) (a) **When** a regular employee has been granted injury-on-duty leave with pay, in accordance with Clause **26.02(1)**, the employee shall earn sick, special, vacation, travel bonus, and any other **credits** in accordance with this Agreement.
- (b) *When a seasonal employee has **been** granted injury-on-duty leave with pay, in accordance with **Clause 26.02(1)**, the employee shall earn sick, special, travel bonus and any other credits in accordance with this Agreement.*
- (4) *A regular or seasonal employee who has been in receipt of **injury-on-duty** leave may request a letter from the Workers' Compensation Board to verify **his/her** claim, if **required** for taxation purposes.*

26.03

Maternity Leave

- (1) **Every** employee who becomes **pregnant** shall **notify the Employer** of her pregnancy at **least fifteen (15) weeks prior to the expected** date of termination of her pregnancy and, **subject to sub-section (3)**, shall be granted leave of absence without pay for a total period not to exceed **thirty-seven (37) weeks consisting Of two periods as follows:**

- (a) a maximum of eleven (11) weeks prior to the expected **termination** date of her **pregnancy**; and

a maximum of twenty-six (26) weeks following **the** termination date of her pregnancy.

- (b) Notwithstanding sub-paragraph (l)(a) **above**, a regular employee may elect to use earned vacation and/or compensatory leave credits prior to and subsequent to **use** of unpaid maternity leave but total maternity **leave** shall not **exceed 11 weeks** prior to and **26 weeks after** the termination of pregnancy.

- (c) A regular or seasonal employee who has not commenced maternity leave without pay may elect to use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave Article. For purposes of this Clause, illness or injury as **defined in Article 25** shall **include** medical disability related to pregnancy.

- (d) Where the employee's newborn child is born prematurely, or is born with or contracts a condition that requires its **hospitalization** within the twenty-six (26) **week** period defined in sub-paragraph (a) above, the period of maternity leave without pay therein defined may be extended beyond **the date** falling twenty-six (26) weeks after the **date** of childbirth by a period equal to **the** period during which the child is **hospitalized**. This extension shall **end** no **later** than **fifty-two (52) weeks** after the termination date of pregnancy.

26.03

- (2) At its discretion, the Employer may require an employee to submit a medical certificate **certifying** pregnancy.

- (3) Where the **employee** commences maternity leave at a date later than eleven (11) weeks prior to **the** expected date of termination of **her** pregnancy, the Employer may request submission of a certificate from a qualified **medical** practitioner stating the health of the **employee**. Similarly, the Employer may, upon submission of a **certificate** from a qualified medical practitioner stating the health of the employee, permit the leave to commence at a **date** earlier than eleven (11) **weeks** prior to the expected date of termination of her pregnancy and/or provide to the employee an extension to **the** maternity leave entitlement beyond the maximum **thirty-seven (37)** week period.

- (4) (a) An **employee** who has **proceeded** on maternity leave must notify the Employer in writing within the two (2) month period following the **termination** Of her pregnancy of **the date** upon which **she** intends to **report** to work.

An employee who fails to provide **such** notice may **be** terminated by the **Employer**.

- (b) Before returning to work, the employee must give the Employer at least one week's notice of her intended date of return.
- (c) The length of time during which an auxiliary employee is on maternity leave without pay shall not be relied upon by the Employer in **calculating** the twelve (12) month period of **inactivity** under Article **55.01(5)**.

26.03

(5)

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- (a) Leave granted **under** this Clause shall be counted for the **calculation** of "continuous **employment**" for the purpose of calculating severance pay and vacation leave for regular employees. Time spent on such leave shall be counted for pay increment purposes for regular employees.
- (b) Leave granted under this **Clause** shall **be counted** for the calculation of "**continuous employment**" for the purpose of calculating severance pay and vacation pay entitlement for auxiliary employees. Time spent on such leave shall be counted for auxiliary **employees** for pay increment **purposes** Only with regard to the calculation of the **24** month period in Articles **54.01(c)(1)(ii)** and **(c)(2)(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 **55.07(1)(b)**);
 - (ii) for on-call employees - the number of **regular** working hours based on the average number of regular hours worked per week by the employee in the twelve (12) month period immediately preceding the week in which the employee began the leave times **(x)** the number of **weeks** the employee is on leave.
- (6) Effective April 1, **1991**, the following provisions shall apply. on& 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 Unemployment insurance Act,

shall be paid a maternity leave **allowance** in **accordance** with the supplementary Unemployment **Benefit** Plan.

26.03

(6) (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 **after** her return to work; and
- (iii) should the employee fail to return to work as per the provisions of sub-paragraphs (i) and (ii) above for reasons **other** than death, lay-off or disability, the **employee** agrees that she is indebted to the Employer for the full amount received as maternity leave allowance.

(c) In respect of the period of maternity leave, maternity leave allowance payments made according to **the** Supplementary Unemployment Benefit Plan will consist of the following:

- (i) where the employee is subject to a waiting period of two **(2)** weeks before **receiving** unemployment insurance maternity benefits, an allowance of ninety-three percent **(93%)** Of her **weekly** rate Of pay **for each week** Of **the two week** waiting period, **less** any other **monies earned** during this period; and
- (ii) for up to a maximum of **fifteen (15) weeks**, payments equivalent to the **difference** between the Unemployment Insurance benefits that the employee received at the actual time of the maternity leave and ninety-three percent **(93%)** of **her** **weekly rate** of pay, less any other monies earned **during** this period.

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(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 her **certificate** of appointment to her position to which **she** is entitled on the day **immediately** preceding **the commencement** of her maternity leave;*
- (ii) *for a part-time employee, **the** weekly rate of pay for the classification prescribed in her **certificate** of appointment to **her** position to which **she** is entitled on the day immediately preceding **the** commencement of **her** maternity leave, multiplied by the fraction obtained by dividing the part-time employee's assigned **regular** weekly hours of work averaged over the preceding six **(6)** month period of continuous employment by the regularly scheduled full-time **weekly** hours of work for **the employee's** classification;*
- (iii) ***Where** an employee becomes **eligible for** a pay increase or an economic adjustment during the SUB Plan period set out in paragraph **(c)** above, the employee's week/y rate of pay in sub-paragraphs **(i)** and **(ii)** above shall be adjusted accordingly.*

26.03

- (6) (e) *A regular employee who is on lay-off status shall not be entitled to receive any allowance payment under the SUB Plan pursuant to paragraph **(c)** above.*
- (f) *A seasonal employee who has **been** temporarily released pursuant to Article **55.02** or who is on **off-duty** status under Article **55.03** shall not be entitled to receive any allowance payment under the SUB 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 **55.07(1)(b)**.*
- (g) *For the purpose of payments received under **the** Supplemental **Unemployment** 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.*

- 26.03 (7) (a) An on-call employee who has been an **employee** continuously for one (1) year prior to the termination of her pregnancy, and who is granted maternity leave, shall be entitled to:
- (i) a cash payment equivalent to the allowance the on-call **employee will receive in maternity benefits for two (2) weeks from the Unemployment Insurance Commission;** or
 - (ii) in the case of an on-call employee not **entitled to the Unemployment Insurance benefit referred to in (i) above,** an equivalent cash payment.
- (b) Where any on-call employee is paid the cash payment **provided under Article 26.03(7)(a) above,** and the employee terminates her employment without returning from maternity leave, or terminates her employment within six (6) months of her return from maternity leave, **she shall not be entitled to the cash payment, and if it has been paid, it shall be recoverable by the Employer.**
- (8) (a) A regular employee or seasonal **employee** who has **been** an employee continuously for one (1) year prior to the termination of her pregnancy, and who is granted maternity leave, may, prior to receiving any payment from the **Employer** of the maternity leave allowance under Article 26.03(6), elect to receive the cash payment as follows:
- (i) a cash payment equivalent to the allowance **the employee will receive in maternity benefits for two (2) weeks from the Unemployment insurance Commission;** or
 - (ii) in the case of an employee not entitled to the Unemployment Insurance benefit referred to in (i) above, an equivalent cash payment.
- (b) If the **employee** makes such an election, she shall not be entitled to be paid any maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan set out in Article 26.03(6).
- (c) Where a regular or seasonal employee is paid the cash payment provided under (a) above, and **the employee terminates her** employment without returning from maternity leave, or terminates her employment within six (6) months of her return from maternity leave, she shall not be entitled to the cash payment, and if it has been paid, it shall be recoverable by the Employer.

26.04

Adoption Leave

601/1026

(1) An employee who adopts a child shall be granted leave without pay for a period not to **exceed** twenty-six **(26) weeks** for the purpose of adoption. An employee who intends to request adoption leave shall make every effort to provide at least **five (5) weeks** notice to the Employer in advance of the expected date of adoption. Such leave may **not** commence at a **date** earlier than one **(1) week** prior to the **expected** date of adoption. The parties agree that it is not the intent of an employee to be granted adoption leave where there was a pre-existing relationship **between** the employee and the child being adopted.

(2) The **employee** shall be required to furnish proof of adoption.

(3) Where both parents **are employees** Of the Yukon Public Service, they may both apply for adoption leave **provided** the combined total of such leave does not **exceed** twenty-six **(26) weeks** and is taken in a single continuous period by each of the **employees**. Both **employees** shall not be off on adoption **leave** at the same time if they work in the same department and branch in the same location.

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

(b) The length of time during which an auxiliary employee is on adoption leave without pay shall not **be** relied upon by **the** Employer in calculating the twelve **(12)** month period of inactivity under **Article 55.01(5)**.

59/2

(5) (a) Leave granted under this Clause shall be counted for the calculation of **"continuous employment"** for the purpose of calculating severance pay and vacation leave for regular employees. **Time** spent on such leave shall **be** counted for pay increment purposes for regular employees.

(b) Leave granted under this **Clause** shall be counted for the **calculation** of "continuous employment" for the purpose of calculating severance pay and vacation pay entitlement for auxiliary employees. **Time** spent on such leave shall be counted for auxiliary employees for pay increment purposes only with **regard** to the calculation of the twenty-four **(24)** month period in **Articles 54.01(c)(1)(ii) and (c)(2)(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:

- 0** 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 **55.07(1)(b)**);
- (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**.

26.04

(6) Effective April 1, 1991, 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** adoption leave, and
- (ii) **provides** the Employer with proof that he/she has **applied** for, is entitled to and in receipt of unemployment insurance **benefits** pursuant to the Unemployment Insurance Act,

shall be paid an adoption leave allowance in **accordance** with the Supplementary Unemployment Benefit Plan.

(b) An employee under paragraph (a) above shall sign an agreement with the Employer, providing that:

- (i) **he/she** will return to work **after** the **expiry** of **his/her** adoption leave, unless this date is modified with the Employer's consent; and
- (ii) **he/she** will work for a period of at least six **(6)** months **after** his/her return to work; and
- (iii) should the employee fail to return to work as per the provisions of sub-paragraphs **(i)** and **(ii)** above for reasons other than **death**, lay-off or disability, **the** employee agrees that **he/she** is indebted to **the** Employer for the full amount received as adoption leave allowance.

26.04 (6)

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- (c) In respect of the period of adoption leave, adoption leave allowance payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- (i) **where** the employee is **subject** to a waiting period of two **(2) weeks** before receiving unemployment insurance adoption **benefits**, an allowance of ninety-three percent **(93%)** Of **his/her weekly rate** Of pay **for each week** Of the **two week** waiting period, **less** any **other monies** earned during this period; and
 - (ii) for up to a maximum of fifteen **(15)** weeks, payments **equivalent to the difference between** the Unemployment Insurance benefits that **the** employee received at the actual time of the adoption leave and ninety-three **(93%)** of his/her weekly rate of pay, less any **other** monies earned during this period.
- (d) The **weekly** rate of pay **referred** to in paragraph (c) above shall be:
- (i) for a full-time employee, **the** weekly **rate** of pay for the classification prescribed in **his/her** certificate of appointment to **his/her** position. to which he/she is entitled on **the** day immediately preceding the commencement of **his/her** adoption leave;
 - (ii) for a part-time employee, **the** Weekly rate of pay for the **classification** prescribed in **his/her** certificate Of appointment to **his/her** position to which **he/she** is entitled on the day immediately preceding the commencement of his/her adoption 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 SUB Plan period set out in paragraph (c) above, the employee's weekly rate of pay in sub-paragraphs (i) and (ii) above shall be **adjusted** accordingly.
- (e) A regular employee who is on lay-off status shall not be entitled to receive any allowance payment **under** the SUB Plan pursuant to paragraph (c) above.

- (f) A seasonal employee who has been temporarily released pursuant to Article **55.02** or who is on off-duty status under Article **55.03** shall not be entitled to receive any allowance payment under the **SUB** 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 **55.07(1)(b)**.
- (g) For the purpose of payments received under the Supplemental Unemployment Benefit Plan, the Plan shall provide that:
 - (i) the employees have no vested right to payment under the plan except to payments during a period of unemployment specified in the plan; and
 - (ii) payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

26.05

Paternity Leave

- (1) A male employee who intends to request paternity leave **shall** notify the Employer at least **fifteen (15)** weeks in advance of the expected date of the birth of his child.
- (2) A male employee may request paternity leave without pay at least four **(4)** weeks prior to the expected date **of** the birth of his child, and subject to paragraphs **(3)** and **(4)** below of this Clause, shall be granted paternity leave without pay for a period beginning on the date of the birth of his child (or at a later date to be requested by the employee) and ending not later than twenty-six **(26)** weeks **after** the date of the birth of his child.
- (3) The Employer may:
 - (i) defer the commencement of paternity leave without pay at the request of the employee, such deferment will not extend beyond the twenty-six **(26)** weeks in paragraph **(2)** above.
 - (ii) require an employee to submit a birth certificate of the child.

- 26.05
- (4) *Paternity leave without pay end maternity leave without pay **after** the termination of pregnancy **utilized** by an employee-couple in conjunction with the birth of their child shall not exceed a total of twenty-six **(26)** weeks for both employees combined, and the leave shall be taken in a single continuous period by each of the employees. Both employees shall not be off on their respective leaves at the same time if they work in the same department end branch in the same location.*

 - (5)
 - (a) *Before returning to work, the employee must give the Employer at least one **(1)** week-s notice of his intended date of return.*

 - (b) *The length of time during which an auxiliary employee is on paternity leave without pay shall not be relied upon by the Employer in calculating the twelve **(12)** month period of inactivity under Article **55.01(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 end 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 Articles **54.0 1(c)(1)(ii) end(c)(2)(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 **55.07(1)(b)**);*

 - (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.*

26.05

(7) *Effective April 1, 1991, 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 paternity leave, and*

(ii) *provides the Employer with proof that he has applied for, is entitled to 'end in receipt of unemployment insurance benefits pursuant to the Unemployment insurance Act,*

shall be paid a paternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.

(b) *An employee under paragraph (a) above shall sign an agreement with the Employer, providing that:*

(i) *he will return to work **after** the **expiry** of his paternity leave, unless this date is **modified** with the Employer's consent; and*

(ii) *he will work for a period of at least six (6) months **after** his return to work; end*

(iii) *should the employee fail to return to work as per the provisions of sub-paragraphs (i) and (ii) above for reasons other than death, **lay-off** or disability, the employee agrees that he is indebted to the Employer for the full amount received as **paternity** leave allowance.*

(c) *in respect of the period of paternity leave, paternity leave allowance payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:*

(i) *where the employee is subject to a waiting period of two (2) weeks before receiving unemployment insurance paternity benefits, an allowance of ninety-three percent (93%) of his **weekly** rate of pay for each week of the two week **waiting** period, less any other monies earned during this period; and*

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

- 26.05 (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 his certificate of appointment to his position to which he is entitled on the day **immediately** preceding the commencement of his paternity leave;
 - (ii) for a part-time employee, the weekly rate of pay for the classification prescribed in his **certificate** of appointment to his position to which he is entitled on the day immediate/y preceding the commencement of his paternity 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 **SUB Plan** period set out in paragraph (c) above, the employee's week/y rate of pay in sub-paragraphs (i) and (ii) above shall be adjusted accordingly.
- (e) A regular employee who is on lay-off status shall not be entitled to receive any allowance payment under the SUB Plan pursuant to paragraph (c) above.
- (f) A seasonal employee who has been **temporarily** released pursuant to Article **55.02** or who is on off-duty status under Article **55.03** shall not be entitled to receive any allowance payment under the SUB 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 **55.07(1)(b)**.
- (g) For the purpose of payments received under the Supplemental Unemployment 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.

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

26.07 **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**.

ARTICLE 27

DISCIPLINE

27.01 The parties agree that the Employer has the **right** to discipline and discharge for just cause. Employees will be given, in writing, the reasons for any formal discipline.

27.02 Any formal disciplinary notice placed on the personal **file** held by the Public Service Commission shall become null and void and not used in any future disciplinary decision **after** the employee attains a clear work record for **24** months from the time of the last notice.

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Any formal disciplinary notice that became null and void shall, at the written request of the employee, be placed in a sealed envelope and **left** in a separate file that may only be opened by the employee or by the Director or an **Officer** of the Staff Relations Branch of the Public Service Commission. in the latter situation, a reasonable **effort** will be made to open the sealed envelope **with** the employee's knowledge.

27.03 The Employer agrees not to introduce as evidence in a hearing relating to a disciplinary action any document including any performance evaluation review, from the **file** of an employee, the existence of which the employee was not aware at the time of **filing**, or within a reasonable period thereafter.

ARTICLE 28

PROCESSING OF GRIEVANCES

- 28.01** *if he/she so desires, an employee may be assisted and/or represented by the Alliance at the complaint level **and/or** when presenting a grievance at any level. However, in any grievance against the application and/or interpretation of the Collective Agreement or an **arbitral** award, the **grievor** must have the approval of, and be represented by, the Alliance.*
- 28.02** (1) *An employee who wishes to present a grievance relating to a provision of the collective agreement or **arbitral** award shall transmit this grievance through the Alliance to the appropriate grievance officer. All other grievances may be filed directly to the appropriate grievance **officer**.*
- (2) *The grievance **officer** shall acknowledge receipt of the grievance by returning the appropriate copies to the **grievor** and the Alliance as applicable.*
- 28.03** *A grievance of an employee shall not be deemed to be invalid by reason only of the fact it is not in accordance with the form supplied by the Employer.*
- 28.04** *Subject to and as **provided** in Section 77 of the Yukon Public Service Staff Relations Act, an employee who feels that he/she has been treated unjustly or considers himself/herself aggrieved by any action or lack of action by the Employer, is entitled to present a grievance in the manner prescribed in Clause **28.02**, except that where there is another administrative procedure provided by or under any other Act to deal with **his/her** specific complaint, such procedure must be followed,*
- 28.05** *Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following steps:*
- (a) *Level 1 - First level of Management;*
- (b) *Level 2 - Second level of Management;*
- (c) *Final Level - Public Service Commissioner.*
- 28.06** *The Employer shall designate a representative at each level in the grievance procedure and shall inform the Alliance and employees of the name and title of the persons so designated. This information shall be communicated to the employees by means of notices posted by the Employer on appropriate bulletin boards or otherwise as determined by agreement between the Employer and the Alliance.*

- 28.07** *Where the Alliance acts as the representative, they shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.*
- 28.08** *An employee may present a grievance to the First Level of the procedure, in the manner prescribed in Clause **28.02** not later than twenty **(20)** working days after the date on which he/she is notified orally or in writing or on which he/she first becomes aware of the action or circumstances giving rise to the grievance. (Before an employee submits **his/her** complaint as a grievance, the employee is encouraged to discuss the complaint with **his/her** immediate Supervisor in an attempt to resolve it.)*
- 28.09**
- (1) if an employee has requested a hearing in relation to a grievance at any level, such hearing shall be scheduled within twenty **(20)** working days of the Employer's receipt of the grievance.*
 - (2) Within fifteen **(15)** working days of the receipt by an employee of a written grievance decision which is unsatisfactory to him/her or within fifteen **(15)** working days of the **expiry** of time limits in **28.10**, an employee may present the grievance at each succeeding level in the grievance procedure beyond the first level.*
- 28.10** *The Employer shall normally reply to an employee's grievance at any level of the grievance procedure, except the Final Level, within ten **(10)** working days after the grievance is presented, and within twenty **(20)** working days where the grievance is presented at the Final Level.*
- 28.11** *Where an employee has been represented by the Alliance in the presentation of **his/her** grievance, the Employer will provide the appropriate representative of the Alliance with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.*
- 28.12** *The decision given by the Employer at the Final Level in the grievance procedure shall be final and binding upon the employee, unless the grievance is a class of grievance that may be referred to adjudication.*
- 28.13** *Where the provisions of Clause **28.02** cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate **officer** of the Department or Agency concerned. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the **grievor** may present his/her grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.*

- 28.14** *The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the Alliance or between the Employer and the employee when **28.01** does not apply.*
- 28.15** *Where it appears that the nature of this grievance is such that a decision cannot be given below a particular level of authority, any or all the levels except the Final Level may be eliminated by agreement between the Employer and the Alliance or between the Employer and the employee when **28.01** does not apply.*
- 28.16** *Except as provided in Clause **28.20(2)**, an employee may, by written notice to the appropriate grievance officer, abandon a grievance.*
- 28.17** *Any employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond his/her control, he/she was **unable** to comply with the prescribed time limits.*
- 28.18** *No person who is employed in the public service shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his/her grievance or refrain from exercising his/her right to present a grievance as provided in the Collective Agreement.*
- 28.19** *Where an employee has presented a grievance up to and including the Final Level in the grievance procedure with respect to the interpretation or application in respect of him/her of a provision of this Collective Agreement or a related **arbitral** award and **his/her** grievance has not been dealt with to **his/her** satisfaction, he/she may refer the grievance to adjudication in accordance with the provisions of the Yukon Public **Service** Staff Relations Act and Regulations.*
- 28.20** (1) *An employee must obtain the approval of the Alliance and be represented by the Alliance before a grievance can be referred to adjudication.*
- (2) *A grievance referred to **adjudication** can only be withdrawn by the employee with the prior approval of the Alliance.*
- 28.21** *An employee, subject to Clause **28.20(1)**, shall notify the Employer in writing within thirty **(30)** working days following the date of receipt of the decision at the Final Level of the grievance procedure of his/her intention to appeal the decision to adjudication.*

28.22 **T/me Limits**

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

ARTICLE 29

STATEMENT OF DUTIES

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

ARTICLE 30

CONTRACTING OUT

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

ARTICLE 31

REMOVAL EXPENSES

31.01 *The Employer will pay removal expenses (in accordance with the Employer's Policy on Removal Expenses on initial Hire) for regular employees who are rejected on probation **during their initial probationary period** or extension of their **initial probationary period** or who are laid off provided;*

- (a) The probationary employee initially received removal expenses from the Yukon Government on hire;*
- (b) The probationary employee certifies **his/her** intention to leave his/her place of employment;*
- (c) in the case of an employee who is laid **off**, the employee certifies **his/her** intention to leave his/her place of employment;*

- (d). *The employee submits a claim for reasonable removal costs to the Employer;*
- (e) *The Employer will pay reasonable removal costs for a distance not greater than from the employee's original point of hire to **his/her** place of employment.*

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

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

ARTICLE 32

SAFETYAND HEALTH

32.01 *The Employer shell continue to make ail reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Union end the parties undertake to consult with a view to adopting and expeditiously implementing reasonable procedures and techniques designed or intended to **reduce** the risk of employment injury. Employees shall make every reasonable effort to reduce end obviate risk of employment injury.*

- 32.02**
- (a) *in light of the foregoing, the Employer and the Union, jointly, have commenced and will continue to establish Regional Safety Committees to provide an avenue for Employer and Union representatives to discuss safety matters with a **view** to recommending changes or modifications to present procedures and practices within the Yukon Government.*
 - (b) *The composition of each Safety Committee shell be a subject of discussions between the Employer end the Union but it is agreed that at no time will the Unions representatives constitute less than one-half ($\frac{1}{2}$) of the representatives of the Committee, Each Committee shall select its own Chairperson. Minutes of ail meetings shall be forwarded to the Union and to the Employer.*
 - (c) *Each Committee shall establish its own procedures but are encouraged to **pre-schedule** regular monthly meetings which may be cancelled by the Chairperson should there be no business to pursue. Extra meetings may be ceiled by the Chairperson in necessary emergency situations.*

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- (d) An employee shall suffer no loss of pay for serving on a Safety Committee.
 - (e) Employees are encouraged to refer safety matters to their immediate Supervisors in an attempt to resolve any problems and where the safety matters cannot be resolved, both employees and **Supervisors** are encouraged to refer safety issues to the Chairperson or a Member of the Regional Safety Committee in their area.

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

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

32.04 Employees **shall**, as soon as practical, report all personal injuries and/or accidents, which occur on the job, to their immediate or designated Supervisor. Accidents shall be investigated, where required, pursuant to the Yukon Occupational Health and Safety Act, as may be amended from time-to-time.

32.05 Employees who are required to attend First Aid and Safety training courses shall be granted leave without loss of regular pay **for** such training. The Employer shall pay for such course fees and/or tuition.

32.06 **Transportation of Injured Workers**

Where an employee suffers injury by accident arising out of and in the course of his/her employment, the Employer shall provide the employee with transportation as required under Section **61(1)** of the Yukon Workers' Compensation Act, as may be amended from time-to-time.

32.07 **Right to Refuse Work**

(a) Pursuant to Section **14(1)** of the Yukon Occupational Health and Safety Act, as may be amended from time-to-time, an employee may refuse to work or do particular work where the employee has reason to believe that:

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- (1) the use or operation of a machine, device or thing constitutes an undue hazard to that employee or any other person, or

- (2) a condition exists in the workplace that constitutes an undue hazard.
- (b) Where an employee refuses to work or do particular work under paragraph (a) above, the requirements of Sections **14** and **15** of the Occupational Health and Safety Act, as may be amended from time-to-time, will be followed.
- (c) Pending the investigation and decision of the **Safety Officer** pursuant to Section **15** of the Occupational Health and Safety Act, as may be amended from time-to-time, no employee shall be assigned to use or operate the machine, device or thing or to work in the workplace or the part thereof that is being investigated, unless the employee to be so assigned has been **advised** of the other employee's **refusal** and the reason for it.

32.08

The Right to Know

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

The parties also **recognize** that the **WHMIS** legislation is administered in the Yukon under the Occupational Health and Safety Act, as may be amended from time-to-time, and that any complaint by an employee shall be directed to the Occupational Health and Safety Board for investigation and enforcement, if necessary.

32.09

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

ARTICLE 33

YUKON BONUS

(Note: Article **33** is not applicable to auxiliary employees. Refer to Article **54.07** for the applicable provisions for auxiliary employees.)

33.01

- (1) A regular employee who completes one (1) year of continuous service with the Yukon Government, shall be entitled to a Yukon Bonus, which must be claimed within a twelve (12) month period from the date upon which the employee completed the one (1) year of continuous service.

- (2) For each full year of continuous service subsequent to **his/her** first year of service, a regular employee is entitled to a Yukon Bonus, which must be claimed within a twelve (12) month period from the date upon which the employee becomes eligible for the Bonus.
- (3) A regular employee who does not claim the Yukon Bonus in the manner prescribed by the Public Service Commission within the periods identified in (1) and (2) above will lose **his/her** entitlement to the Bonus.

33.02

Effective April 1, 1982, the Yukon Bonus to which a regular employee is entitled pursuant to Article 33.0 1 shall be paid as follows:

(a) **Option #1 - Dollar Ass/stance**

A sum of money (from which income tax is deductible) equivalent to the Travel Expense Assistance provided under Option #2; or

(b) **Option #2 - Travel Expense Ass/stance**

Single Employee one (1) non-refundable economy return airline ticket from either Whitehorse or Watson Lake to Edmonton or Vancouver.

Married Employee one (1) non-refundable economy return airline ticket for employee and spouse **from** either Whitehorse or Watson Lake to Edmonton or Vancouver. **Both employee and spouse must travel on the same "family-fare" basis.**

One Child one (1) non-refundable economy return airline ticket for one (1) child from either Whitehorse or Watson Lake to Edmonton or Vancouver. **The child must travel on the same "family-fare" basis as the employee.**

(c) For purpose of this Article, "Child" means a person who is residing with the employee and who is:

- (i) a natural child, step child, adopted child, legal ward or **common-law** child; and is
- (ii) nineteen (19) years of age or less; or
- (iii) twenty-one (21) years of age or less and in full-time attendance at a school or other institution that provides training or instruction of an educational, professional, vocational or technical nature; or who is

- (iv) over the age of nineteen (19) years of age and is wholly dependent on the employee for support by reason of mental or physical **infirmity**.
- (d) "Married Employee" means an employee who is residing with their spouse, including those in a common-law marriage.
- (e) Payment of the Yukon Bonus for two children may be made where the parent is determined by the Public Service Commission to be a Single Parent (i.e. widowed, single, separated, divorced) and no claim is made for a spouse.
- (f) The total claim paid by the Employer to any household during any twelve (12) month period shall not exceed the allowable claim pursuant to this Article.
- (g) if both employee and spouse are employees of the Government of Yukon, both employees may, at their choice be treated as "single" with the folio wing provisions:
 - (i) **Under Option #1**
if both employees are claiming "single": only one (1) employee may claim dependents.
 - (ii) **Under Option #2**
if both employees are claiming 'Single'; neither employee may claim dependents.
 - (iii) **Under Option #1 end #2**
if both employees are claiming "single", one (1) employee may claim **self** and dependents under Option #1 and the other employee may claim "**single**" **only** under Option #2.
 - (iv) Other than (i), (ii) and (iii) above, and the provision respecting an employee who is a Single Parent, no other combination of Yukon Bonus Option #1 and Yukon Bonus Option #2 will be permitted.

33.03

A regular employee shall be paid on **lay-off**, a pro-rated Yukon Bonus based on the number of completed months worked since **his/her** last **qualifying** date or the commencement of **his/her** employment, but in any event, for a period not exceeding twelve (12) months.

- ★ **33.04** *Effective January 1, 1995, subsections **33.05** to **33.11** shall be deemed to form part of the **PSAC** collective agreement and shall replace the existing provisions for all Yukon Bonus entitlements of regular employees.*
- ★ **33.05** *There shall be a Yukon Bonus travel benefit of **\$2,042**, from which income tax may or may not be deducted, at the employee's option.*
- ★ **33.06** *Subject to subsection **33.07** a regular employee who completes one year of continuous service with the Yukon Government shall be entitled to a Yukon Bonus which must be claimed within a **12** month period from the date upon which the employee completed the one year of continuous service.*
- ★ **33.07** *A regular employee who is appointed on or **after** January 1, 1995 must complete a **qualifying** period of two years of continuous service with the Yukon Government before being eligible to claim their first Yukon Bonus. **Claims** for subsequent Yukon Bonuses may be made in accordance with **subsection 33.08**.*
- ★ **33.08** *For each full year of continuous service subsequent to their qualifying period of service, a regular employee is entitled to a Yukon Bonus which must be claimed within a **12** month period from the date upon which the employee becomes eligible for the Bonus.*
- ★ **33.09** *A regular employee who does not claim the Yukon Bonus in the manner prescribed by the Public Service Commission within the periods identified above shall lose their entitlement to the Bonus.*
- ★ **33.10** *A regular employee shall be paid on layoff a prorated Yukon Bonus based on the number of completed months of work of continuous service since their last qualifying date or, in the case of their initial Yukon Bonus, since the commencement of their employment.*
- ★ **33.11** *if a regular employee takes **authorized** leave without pay in excess of **30 consecutive** calendar days, other than maternity, **paternity**, or adoption leave, their Yukon Bonus shall be reduced proportionally for each period of **30** consecutive calendar days of leave without pay that they take.*

ARTICLE 34

JOINT CONSULTATION

6/1

34.01 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.

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

- (a) Training and other measures to deal with the impact on employees of technological and other change;
- (b) Travel and Subsistence Allowance;
- (c) Safety and Health Practices;
- (d) Relocation Allowances;
- (e) Staff Uniforms and Clothing;
- (f) Provisions to the Alliance of Employer Manuals and Directives;
- (g) Parking Privileges;
- (h) Restrictions on Outside Employment;
- (i) Educational Leave and Career Development;
- (j) **Affirmative** Action Program for Women;
- (k) Classification Plan.

34.03 (a) 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.

- 34.03
- (b) *The parties agree that an employee, if covered by the applicable policy listed in paragraph (c) 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 28.19.*
- (c) *The policies which may be the subject of a grievance pursuant to paragraph (b) above are:*
- *Interview and Relocation Expense Directive,*
 - *Travel Directive,*
 - ***Decentralization** Policy.*
- (d) *Prior to any of the policies listed in paragraph (c) 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 (c) above which is **revised** by the Yukon Government will be provided to the Alliance prior to the implementation date of the revised policy*

ARTICLE 35

CUSTODIAL WORKERS

- 35.01 *The Employer shall pay one (1) Custodial Worker who has been assigned the responsibility for checking the steamboiler or hot water system within a Yukon School on **the** day **shift** and one (1) Custodial Worker assigned the above **responsibilities** on the evening shift, a lump sum payment, provided the employee who has been assigned the checking responsibilities possesses a current and valid Stationary Engineer's Certificate. The lump sum payment shall be calculated at thirty-four dollars (**\$34.00**) per month for each month in which the employee received at least ten (10) days pay and shall be paid in a lump sum to the employee on the last pay day preceding Christmas of every year or at the time the employee terminates.*

ARTICLE 36

TOOL REPLACEMENT AND ALLOWANCE

36.01 Tool Replacement

(a) *The Employer will replace worn or broken tools of its employees designated as:*

*Auto Mechanic
Auto Mechanic Foreman
Building Engineer
Building Maintenance Foreman
Campground Signmaker
Campground Workshop Foreman
Carpenter
Crusher Foreman
Custodial Work Supervisor
Custodial Worker
Electrician
Heavy Equipment Mechanic
Heavy Equipment Mechanic **Foreman**
Heavy Equipment **Operator**
Industrial Mechanic
Labourer
Machinist
Maintenance Person
Oil Burner Mechanic
Parts Persons
Plumber
Road Foreman
Sign Painter
Sign Painter's Assistant
Spray Painter
Transportation Foreman
Truck Driver
Welder*

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

- (b) *The employee will present the worn or broken tool to **his/her** immediate Supervisor for approval of replacement, and upon **authorization**, the employee shall purchase the replacement tool and submit **his/her** receipt for its purchase to his/her immediate Supervisor for reimbursement by the Employer.*

(a) and (b) shall apply to Apprentices, Tradesmen and Journeymen.

36.02 Tool/Allowance

- (a) *A regular employee who has been continuously employed in the Yukon Public Service for a period of two (2) years as an Auto Mechanic or Heavy Equipment Mechanic Foreman, Heavy Duty Mechanic Journeyman, Tradesman, or registered Apprentice, or a combination thereof, shall be entitled to a tool allowance of two hundred dollars (\$200) and to a further allowance of one hundred dollars (\$100) for **each** completed year of **service** thereafter to a total maximum allowance of eight hundred dollars (\$800).*
- (b) *A seasonal employee who has been continuously employed in the Yukon Public Service for a period of two (2) years as an Auto Mechanic or Heavy Equipment Mechanic Foreman, Heavy Duty Mechanic Journeyman, Tradesman, or registered Apprentice, or a combination thereof, shall be entitled to a tool allowance of one hundred dollars (\$100) and to a further allowance of **fifty** dollars (\$50) for each completed year of **service** thereafter to a total maximum allowance of four hundred dollars (\$400).*

ARTICLE 37

CLOTHING SUBSIDY

- 37.01 (1)** *All eligible regular employees on strength as of September 1st, who **have** not previously claimed a clothing subsidy, may submit a claim September 1st, and every second September 1st thereafter providing **their service** is continuous from that date.*
- (2) (a) *All eligible seasonal employees who are actively employed on a continuous basis for three (3) consecutive calendar months **between** November 1st and March 31st, who have not previously claimed a clothing subsidy, may claim after completion of the three (3) months employment, and every two (2) years thereafter pursuant to paragraph (b) below.*

(b) All **eligible** seasonal employees, who have previously claimed a clothing subsidy, may claim no earlier than two (2) years from the previous claiming date, **provided** their service is continuous from that date and they had been actively employed on a continuous basis for **three (3)** consecutive calendar months between **November 1st** and **March 31st** preceding the date of their claim.

37.01 (3) Subject to Article **37.01 (1)**, regular employees on strength as of **September 1st**, and occupying positions as listed in paragraph (8) below, shall be eligible to claim a clothing subsidy in the amount of two hundred dollars (**\$200.00**) during the month of September by completing the appropriate form supplied by the Employer, to assist in defraying the cost of purchasing a parka required in the performance of normal duties.

Thereafter, the regular employee may submit a further claim two (2) years from the date of eligibility on **September 1st** and every two (2) years thereafter.

(4) Subject to Article **37.01(2)**, seasonal employees who are actively employed on a continuous basis for three (3) consecutive calendar months between **November 1st** and **March 31st**, and occupying positions as listed in paragraph (8) below, shall be eligible to claim a clothing subsidy in the amount of one hundred dollars (**\$100.00**) during the thirty (30) calendar day period **after** completion of their **three (3)** months employment by completing the appropriate form supplied by the Employer, to assist in defraying the cost of purchasing a parka required in the performance of normal duties.

Thereafter, the seasonal employee who is actively employed may submit a further claim pursuant to paragraph (2)(b) above.

(5) The parties will jointly agree to and list the positions of the employees (regular and seasonal) who may become eligible for a clothing subsidy.

(6) The parties will review and amend as necessary, the agreed to list of eligible positions in June and December annually.

(7) The parties agree that certain positions included in Article **37.01 (8)** may no longer **be** eligible for a clothing subsidy. These positions are also to be included on a separate list together with the list mentioned above.

(a) Where the position is occupied at the date of signing of the Memorandum of Agreement (**December 31, 1991**), the present employee will continue to earn and maintain eligibility for a clothing subsidy.

(b) **Where** the position becomes vacant after the date of signing this Memorandum of Agreement (**December 31, 1991**), the new employee subsequently staffed in the position will not be eligible for a clothing subsidy subject to (6) above.

- 37.01 (8)** *Archaeology Staff working on Herschel Island*
Auto Mechanic Foreman
Auto Mechanics
Building Engineers
Building Maintenance Foremen
Campground Signmakers
Campground Workshop Foremen
Carpenters
*Clerk employed by Community & Transportation **Services** (Position No: 09-712)*
Crusher Foremen
*Custodial Workers employed at the Chief **Zzeh Gittlit** School*
Driver Examiners
Electricians
Heavy Equipment Mechanic Foremen
Heavy Equipment Mechanics
Heavy Equipment Operators
Labourers
Machinists
Maintenance Persons
Municipal Surveyors
Oil Burner Mechanics
*Operation and Development **Officers***
Parks Facilities Builders
Parts Persons
Plant Managers
Plumbers
Road Foremen
Safety and Training Instructors
Sign Painters
Sign Painters' Assistants
Spray Painters
Transportation Foremen
Truck Drivers
Weigh Station Operators
Weigh Station Supervisors
Welders

This Article shall apply to Apprentices, Tradesmen and Journeymen.

- (9)** *A regular employee who claims a clothing subsidy in September but resigns prior to October **15th**, shall not be entitled to receive the clothing subsidy allowance, pursuant to this Article.*

ARTICLE 38

SAFETY FOOTWEAR ALLOWANCE

- 38.01 (1) On each April 1st, regular full-time employees who are required to wear safety footwear as prescribed under the Occupational Health and **Safety** Act will receive a **\$50.00** boot allowance.
- (2) Upon written application to **the** Employer, a seasonal full-time employee who is actively employed by the **Employer** and who is required to wear safety footwear as prescribed under the Occupational Health and Safety Act will receive a **\$50.00** boot allowance. The seasonal full-time employee shall only be entitled to apply for the boot allowance once in any twelve (12) calendar month period.

ARTICLE 39

COMMUNITY ALLOWANCE

52/A

- 39.01 (1) (a) An employee whose headquarters area (area in which the position is established) is **Carcross** shall receive an annual community allowance of six hundred dollars (**\$600.00**).
- (b) An employee whose headquarters area is **Haines Junction** or **Teslin** shall receive an annual community allowance of one thousand dollars (**\$1,000.00**).
- (c) An employee whose headquarters area is **Carmacks**, **Watson Lake**, or **Destruction Bay** shall receive an annual community allowance of one thousand, four hundred dollars (**\$1,400.00**).
- (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 one thousand, eight hundred dollars (**\$1,800.00**).
- (e) An employee whose headquarters area is **Old Crow** shall receive an annual community allowance of **eight** thousand, two hundred dollars (**\$8,200.00**).
- (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 folio wing 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 55.01.*
 - (iii) *In the case of seasonal employees only, at the time of temporary release under Article 55.02 or of commencement of off-duty status pursuant to Article 55.03.*
- (c) *Subject to Article 39.02, 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 c/as&cation.*

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

ARTICLE 40

CASH GRATUITY

(Note: Refer to Article 54.08 for the applicable provisions for auxiliary employees.)

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

ARTICLE 41

MEDICARE, D.I. AND SUPPLEMENTARY P.S.H.C.P. PREMIUMS

41.01 (a) *The Employer will pay ninety percent (90%) of the cost of employee Medicare, Supplementary P.S.H.C.P. and Disability Insurance premiums for a regular or seasonal employee who is eligible to receive such coverage.*

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(b) A seasonal employee who is entitled to receive the benefit coverage under paragraph (a) **above** may elect to continue **his/her** coverage during any period that the employee has been temporarily released pursuant to Article **55.02**, or is on off-duty status under Article **55.03**. If the seasonal employee elects to continue his/her coverage, the Employer shall continue to pay its share of the premium costs under Article **41** provided that the employee pays **his/her** share of the premium costs for such coverage in advance of the period of temporary release or off-duty status.

41.02 (a) In regard to the Plans **listed** in Article 4 1 .01, all **benefit** plan coverages, terms, conditions and specific eligibility **requirements** shall at all times be subject to and governed by the actual terms and conditions of the Plans **provided** by the carrier(s), as may be amended from time-to-time by the carrier(s).

(b) Provided that the Employer **fulfills** its responsibility to pay its share of the premiums for the applicable **benefit** coverage, **the** Employer cannot be held responsible or liable for the rejection of any claim by the carrier(s).

(c) The following provision is **provided** for information purposes only for the employees **covered** by the Disability Insurance and/or Supplementary **P.S.H.C.P.** Plans.

In the event the employee wishes to dispute the rejection by the carrier of his/her eligibility or entitlement for benefit coverage under the Disability Insurance Plan or the Supplementary **P.S.H.C. P.**, the employee may bring his/her dispute to the Advisory Council established by the Alliance and the Federal Government. Should the employee's dispute not be satisfactorily resolved by the Advisory Council, the employee may seek redress, if available, in a Court action against the carrier of the Plan.

ARTICLE 42

DENTAL CARE PROGRAM

702/090

42.01 (a) The Employer will pay ninety percent (**90%**) of the cost of the premiums of the Dental Care Plan for a regular or seasonal employee who is eligible to receive such coverage.

(b) Effective April 1, **1992**, the following coverage improvements shall be made to the Dental Care Plan:

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(1) Basic coverage (type A and **B**) shall be increased to one hundred percent (**100%**); and

- (2) *Ortho cap (type D) shall **be** increased to two thousand dollars (\$2,000.00) lifetime maximum.*
- (c) *A seasonal employee who is entitled to receive the Dental Care Plan coverage under this Article shall be required to pay **100%** of the cost of the premiums for such coverage during any period that the employee has been temporarily released pursuant to Article **55.02** or is on off-duty status under Article **55.03**. Such premium payments must be **provided** to the Employer in advance of the period of temporary release or off-duty status and, as a result, it is agreed that the Employer will deduct the full amount of the required premium payments from the employee's **bi-weekly** pay cheques, in **equal installments**, during the employee's period of seasonal employment.*

- 42.02 (a) *All Dental Care Plan coverages, terms, conditions and specific eligibility requirements shall at all times be subject to and governed by the actual terms and conditions of the Plan **provided** by the carrier, as may **be** amended from time-to-time by the carrier.*
- (b) *Provided that the Employer **fulfills** its responsibility to pay its share of the premiums for the Dental Care Plan coverage, the Employer cannot be held responsible or liable for the rejection of any claim by the carrier.*
- (c) *The following provision is **provided** for information purposes only for the employees covered by the Dental Care Plan.*

*In the event that an employee wishes to dispute' **the** rejection by the carrier of his/her eligibility or entitlement for benefit coverage under the Dental Care Plan, the employee may **seek redress**, if available, in a Court action against the carrier of the Plan.*

ARTICLE 43

TRAVEL BONUS FOR REGULAR EMPLOYEES

OUTSIDE OF WHITEHORSE

*(Note: Refer to Article **54.09** for the applicable provisions **for** seasonal employees.)*

- 43.01 (a) *All regular employees, whose headquarters area is outside the City of Whitehorse shall be entitled to earn the following Travel Bonus Credits on a quarterly (**3** month) basis, as folio **ws**:*

Employee's Headquarters Area

Travel Bonus Credits

Carcross	One and one-half (1½)
Teslin	days per quarter (3
Carmacks	months)
Haines Junction	
All Others	Two (2) days per quarter (3 months)

- (b) A regular employee who works one (1) working day in the **quarter** shall be granted **credits** as in (a) **above**.
- (c) Subject to operational requirements, a regular employee shall be granted his/her earned Travel Bonus Credits by completing the appropriate Leave **Request Form**.
- (d) Travel Bonus Credits shall not be carried over from one **fiscal** year to another. However, Travel Bonus Credits may be accumulated during the fiscal year and any earned but unused Travel Bonus Credits at the end of the fiscal year shall be paid to the regular employee by the Employer during the first pay period in May.
- (e) Regular employees are encouraged to take Travel Bonus Credits during the winter months.

- 43.02 (a) All regular employees whose headquarters area is outside the City of Whitehorse shall be entitled to submit a claim once per fiscal year equivalent to the cost of one (1) round trip to Whitehorse at the mileage rate paid to an employee in accordance with the Employer's current Travel Directive.
- (b) "**Current**" means the mileage rate in **effect** on the date the regular employee submits **his/her** claim, and the "round-trip" shall be based on the official road mileage distance from the regular employee's community to Whitehorse and return.
 - (c) Regular employees resident in Old Crow shall **be** entitled to submit a claim once per fiscal year equivalent to the cost of one (1) economy return air fare from Old Crow to Whitehorse for the employee, **his/her** spouse and one child.

ARTICLE 44

COMMUTING ASSISTANCE (CASSIA R WEIGH STATION)

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

ARTICLE 45

PART-TIME EMPLOYEES

45.01 Pay

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

- (a) His/her average number of hours worked per **week** in comparison to **a** full-time **employee** performing similar duties; and
- (b) The classification of the position to which he/she is appointed.

45.02 Hours of Work - Rotating Shifts

77/A

Hours of work for regular part-time **Certified** Nursing Aides and Nursing Home Attendants and Recovery Unit Attendants shall be scheduled so that:

- (a) In every six (**6**) day period, employees work two (**2**) consecutive days followed by four (**4**) consecutive days of rest;
- (b) On a daily basis, employees work eight (**8**) hours inclusive of a meal period of one-half(%) hour.

45.03 Hours of work for regular part-time Weigh Station Operators shall be scheduled so that:

- (a) In every **fifteen (15)** day period, employees work five (**5**) consecutive days followed by ten (**10**) consecutive days of rest;
- (b) On a daily basis, employees work eight (**8**) hours inclusive of a meal period of one-half (**½**) hour.

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

45.05 Overtime

- 70/2
- (a)
 - (i) A regular part-time employee is entitled to receive overtime compensation, in accordance with **Article 16**, when work has **been authorized** in advance by the Employer in excess of the regular full-time daily or weekly hours of work specified for the particular classification held by the part-time employee, and/or **when** work is **authorized** in advance by the Employer in excess or outside of the same number of consecutive full-time working days specified for the particular classification held by the part-time employee. It is understood that the regular part-time employee may refuse to work any additional time beyond his/her schedule.
 - (ii) A seasonal part-time employee is entitled to receive overtime compensation when work has been **authorized** in advance by the Employer in excess of the normal daily or weekly hours of work performed by a full-time employee in the same classification and/or when work is **authorized** in advance by the Employer in excess of the same number of consecutive working days as a full-time employee in the same classification. The overtime compensation shall be paid at the rate of time and one-half (**1½T**) for the first four (**4**) hours and double time (**2T**) thereafter. It is understood that the seasonal part-time employee may refuse to work any additional time **beyond his/her schedule**.
 - (b) Notwithstanding paragraph (a) above, a regular part-time or seasonal part-time employee who is required to work in a classification where a full-time employees regular daily and **weekly** hours of work would be averaged over a specified period of time shall be entitled to receive overtime compensation when he/she is **authorized** in advance by the Employer to work in excess of **thirty-seven and one-half (37½)** regular hours per week or in excess of seven and one-half (**7½**) regular hours per day.

45.06 Designated Paid Holiday

- 76
- (a) Falling on non-scheduled working day:

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

- (b) *Falling on a scheduled working day:*

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

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

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

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

45.07 Call-back Pay

- (a) *A regular part-time or seasonal part-time Certified Nursing Aide, Nursing Home Attendant, Recovery Unit Attendant or Weigh Station Operator shall be entitled to receive call-back pay in accordance with Article 18.01(1)(a) and call-back pay on a day where the part-time employee would be entitled to receive overtime pay pursuant to Article 45.05(a), provided that the part-time employee has worked the same number of hours and the same number of consecutive days that a full-time employee works in the same classification.*
- (b) *A regular part-time or seasonal part-time employee, other than those mentioned in paragraph (a) above, shall be entitled to call-back pay in accordance with Article 18.0 1 (1), provided the employee has worked the same number of hours and the same number of consecutive days as a full-time employee in the same classification.*

45.08 Vacation Leave 77/8

A regular part-time employee shall earn vacation leave credits in proportion to the average number of hours worked per week in relation to a full-time employee in the same classification as specified in Article 15.

45.09 Sick and Special Leave Credits 77/8

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

45.10 Yukon Bonus

- (a) *A regular part-time employee shall be entitled to a Yukon Bonus in proportion to the average number of hours worked per day in relation to a full-time employee in the same classification.*
- ★ (b) *Effective January 1, 1995, subsection 45.10 (c) shall be deemed to form part of the **PSAC** collective agreement and shall replace the existing provisions for all Yukon Bonus entitlements of regular part-time employees.*
- ★ (c) *A regular part-time employee shall be entitled to a prorated Yukon Bonus based on the regular hours worked of continuous **service** since their last qualifying date, or in the case of their initial Yukon Bonus, since the commencement of their **employment**.*

45.11 Travel Bonus for Employees Outs/de of Whitehorse

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

45.12 General

Other than the provisions contained in Article 45, the terms and conditions of this Agreement apply to all regular part-time and seasonal part-time employees unless specifically provided otherwise.

ARTICLE 46

APPRENTICES

46.0 1 *The following are agreed-upon terms and conditions of employment for regular and seasonal employees engaged as Apprentices by the Yukon **Government**:*

- (a) *The Apprentice Training Act and pursuant Regulations shall apply to all 'Apprentices employed by the Yukon Government.*
- (b) *The **recognized** Apprenticeship Training Programs shall be those listed in the 'Apprentice Training Schedule' pursuant to the Apprentice Training Act.*
- (c) *Credit shall be granted for the first and second six month periods where Apprentices have completed the ten (10) month Yukon College Course for their particular Journeyman trade. Pay increases shall not be automatic but will be based upon the Apprentice's successful completion of the appropriate annual trade training course.*

46.01 (d) Apprentices working in Journeyman trades not specified below shall be paid in accordance with the percentages as specified in the Apprentice Training Regulations for the Journeyman trade in which they are engaged.

(e) (i) Apprentices training as Journeyman: Automotive Mechanics, Heavy Equipment Mechanics, Industrial Mechanics and Carpenters shall receive an hourly rate of pay for all regular hours of work in accordance with the following schedule. The hourly rate of pay shall be calculated as a percentage of the appropriate Journeyman hourly rate of pay for the Journeyman trade in which the Apprentice is engaged.

SCHEDULE

First six months	60%
Second six months	65%
Third six months	70%
Fourth six months	75%
Fifth six months	80%
Sixth six months	85%
Seventh six months	90%
Eighth six months	95%

(ii) Apprentices training as Journeyman Welders and Journeyman Parts Persons shall be entitled to receive an hourly rate of pay for all regular hours of work in accordance with the **following** schedule. The hourly rate of pay shall be calculated as a percentage of the appropriate Journeyman hourly rate of pay for the Journeyman trade in which the Apprentice is engaged.

SCHEDULE

0 - 6 months	65%
6 - 12 months	70%
12 - 18 months	75%
18 - 24 months	80%
24 - 30 months	85%
30 - 36 months	90%

25c/h

(f) The Employer **will** pay the Apprentice while attending trade courses his/her current hourly rate of pay; however, the Apprentice will reimburse the Employer for any salary allowances received from the Federal Government or any other allowances in lieu of salary.

(g) Subject to the Public Service Act and Regulations, and the pay restrictions noted above, Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Collective Agreement.

- (h) *Where an Apprentice has been unable to complete the trade training course before the end of a period where he/she would qualify for a percentage increase in his/her hourly rate of pay, and subsequently completes the course successfully, his/her pay increase shall be retroactive to the end of that previous six month period.*
- (i) *Where an Apprentice fails, after two attempts, to successfully complete a trade training course, a recommendation will be made to the Superintendent of Apprenticeship Training to cancel his/her contract and the Apprentice may be terminated.*

46.02 Heavy Equipment Operator Trainees

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

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

SCHEDULE

<i>Upon appointment to entry level</i>	85%
<i>Upon appointment to intermediate level</i>	92%

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

ARTICLE 47

COMPETITION APPEAL PROCESS

47.01 Vacancies in the bargaining unit for a regular indeterminate or regular term position above the entry level will be posted except for exemptions and lateral transfers within departments. Posters containing job title, classification and level, and salary along with a summary of duties and qualifications will be posted on bulletin boards in designated work locations agreed to by the parties. The vacancy will be **filled** by either open or restricted competition as determined by the Public Service Commission. 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.

*There shall be no conflict of interest between members of the selection panel and applicants for the competition. Any person sitting as a member of a selection panel must be approved by the Public Service Commission. At a minimum, the Chairperson of the selection panel must have taken and successfully completed the selection **skills** course conducted by the Public Service Commission.*

*Any bargaining unit candidate who is unsuccessful on the competition and who believes that **his/her** qualifications were not properly assessed may appeal **provided** the appeal is brought forward by the Union.*

*The appeal must be presented to the Director, Corporate Human Resource Services within five **(5)** working days of the date that the candidates were advised that the decision would be made, or when those who were not interviewed were advised they were unsuccessful.*

The appeal will proceed immediately to expedited arbitration. The arbitrator will be selected in rotation from a list of Yukon-based arbitrators acceptable to both the Union and the Employer. No appointment will be made from the competition which gave rise to the appeal until such time as the arbitrator's decision is rendered and complied with.

*The arbitrator will render his/her written reasoned decision within five **(5)** days of the end of the appeal period. The decision will be final and binding, A copy of the decision will be forwarded to the appellant, Union and the Employer.*

*The arbitrator shall have jurisdiction to decide whether the Employer has properly assessed the appellant's qualifications and whether the Employer has properly conducted the competition to assess fairly the relative merits of the appellant **vis-a-vis** those of the successful candidate. If he/she determines that it was not, then the arbitrator may direct that any portion of or the entire competition be redone. Subject to Article 47.02, the arbitrator shall also have jurisdiction to determine whether the statement of qualifications **utilized** in the selection process was reasonable in relation to the nature of the position involved in the competition.*

The arbitrator will not have the authority to appoint any person to a position in the public service.

*The Employer will cover the cost of the **salary/wages** for the appellant. All other costs of presenting the appellant's case to the arbitrator will be borne by the Union. The Employer and the Union will share equally the cost of any arbitration hearing or other process including, but not limited to, the arbitrator's fees, the arbitrator's travel -costs, and the cost of facilities associated with a hearing.*

This appeal process will not apply to any appointment of target-group members made under the auspices of the Employment Equity Program.

*When the Public Service Commission makes an appointment without competition and an employee feels **his** or her promotional opportunities have been prejudicially affected he or she may with the consent of the Union file an appeal with the Director, Corporate Human Resource Services. Such an appeal will be referred directly to expedited arbitration as described in this Article. The jurisdiction of the arbitrator will be the same as for competition.*

47.02 *The parties acknowledge that one of the principles of the Government of Yukon is employment equity. As a result, the parties **recognize** that an employee working for the Government of Yukon must be able to work and integrate him/herself within a cross-cultural environment. The parties agree that the need to work and integrate within a cross-cultural environment constitutes a reasonable qualification to the appointment of an employee to any position within the Government of Yukon. Positions that require this qualification will be identified on the poster or by reference on the poster to the Statement of Qualifications.*

47.03 *When an appeal is commenced pursuant to Article 47.01 above, the successful candidate shall have the right to attend and be represented at, and to participate in, the appeal hearing. In such circumstances, the successful candidate shall be entitled to a leave of absence without loss of regular pay to attend the appeal hearing,*

ARTICLE 48

PUBLIC SERVICE COMMISSION COURSES

- 48.01 (a) *The Employer and the Alliance **recognize** that one of the means of improving the quality of the services provided by the Employer is to provide opportunities for employees to acquire knowledge and skills relevant to this end. In seeking to meet this objective, the Public Service Commission offers courses which are intended to assist all persons working for the Government of Yukon in maintaining and improving their skills which are needed in the performance of their work duties, and to enhance career opportunities within the Government for any such person. Employees are encouraged to apply to attend such courses.*
- (b) *The parties agree that information concerning the courses offered by the **Public Service** Commission will be communicated to employees in the bargaining unit in the following ways:*
- (i) *when the **P.S.C.** course calendar is prepared or updated, a list of the upcoming courses will be mailed to all employees;*
 - (ii) *the Government newsletter (The Sluice Box) will mention the upcoming **P.S. C.** courses;*
 - (iii) *the Employer will post the list of **P.S.C.** courses and The Sluice **Box** on its bulletin boards; and*
 - (iv) *the Alliance will post the list of **P.S.C.** courses on its bulletin boards.*
- (c) *Employees who attend such **P.S.C.** courses will be granted leave without loss of regular pay.*

ARTICLE 49

TECHNOLOGICAL CHANGE

49.01 *In this Article, “technological change” shall mean:*

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

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

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

ARTICLE 50

DAMAGE TO PERSONAL PROPERTY

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

ARTICLE 51

REGISTRATION OF REGISTERED NURSES

- 51.01 (1) *An employee appointed to a position designated by the Employer as requiring a registered nurse must be registered with the **recognized** Territorial or Provincial Registered Nurses' Association or other applicable entity. However, if there is such an Association or other applicable entity in the Yukon Territory, then the employee's registration must be with the Yukon Association or entity.*
- (2) *Pending **his/her** registration pursuant to paragraph (1) above with the Yukon Territory Registered Nurses' Association or other applicable **entity** in the Yukon, an employee may be appointed to a position requiring a registered nurse provided that the employee is registered with another **recognized** Provincial or Territorial Registered Nurses' Association or other applicable entity. However, if the employee does not become registered with the Yukon Association or other applicable entity in the Yukon within the required time period established for such registration, the parties agree that the employee's employment with the Employer shall be terminated effective on the date the required time period expires.*
- (3) *The Employer shall pay the annual registration fee, when it becomes due and payable, with the Yukon Territory Registered Nurses' Association or other applicable entity in the Yukon for a regular employee who is appointed to a position requiring a registered nurse.*

*If there is no Yukon Territory Registered Nurses' Association or other applicable entity established in the Yukon, then the Employer shall pay the annual registration fee, when it becomes due and payable, with one (1) **recognized** Provincial or Territorial Registered Nurses' Association or other applicable entity in which the regular employee is a registered member.*

ARTICLE 52

MILEAGE AND MEAL ALLOWANCES

- 52.0 1 *Effective April 1, 1991 and each April 1 thereafter, the Employer shall **adjust** the mileage rates and meal allowances it provides to the levels paid by the Federal Government as of that same date.*

ARTICLE 53

RIGHT TO REFUSE TO CROSS A LEGAL PICKET LINE

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

ARTICLE 54

AUXILIARY EMPLOYEES

54.01 **Performance Review**

- (a) (1) A seasonal employee shall have his/her job performance evaluated at the following times:
- (i) prior to the completion of his/her probationary period;
 - (ii) at the end of each season of employment; and
 - (iii) in advance of the employee's entitlement date to a performance salary increment under paragraphs (c)(1)(i) or (c)(2)(i) (by at least one hundred and twenty (120) regular hours of work).

- (2) *in regard to sub-paragraph (a)(1)(iii) above, the job performance evaluation shall be conducted by the seasonal employee's immediate supervisor. However, if the employee's immediate supervisor has not supervised his/her work for at least nine hundred (900) regular hours of work of continuous employment in the same position prior to the time that the job performance evaluation is completed, then the Employer will make a reasonable effort to have the seasonal employee's past immediate supervisor, if still employed with the Government of Yukon, conduct the job performance evaluation for that period of time that the employee was under his/her supervision.*
- (3) *During the seasonal employee's probationary period, his/her immediate supervisor will, on an informal basis, advise the employee on the standard of his/her performance and conduct. If the supervisor perceives the probationary employee's performance or conduct as being unsatisfactory, he/she shall advise the employee of the specific areas of concern, the standard of performance and/or conduct expected of the employee, and the method for improvement.*

54.01 (b) (1) *An on-call employee shall have his/her job **performance** evaluated at the following times:*

- (i) *prior to the completion of his/her probationary period;*
- (ii) *in advance of the employee's entitlement date to a performance salary increment (by at least one hundred and twenty (120) regular hours of work or thirty (30) calendar days, whichever is applicable under paragraphs (c)(1) or (2) below); and*
- (iii) *if not eligible for a performance salary increment under paragraph (c) below, **after** each eighteen hundred (1800) regular **working** hours of continuous employment or the **expiry** of twenty-four (24) months of continuous employment, whichever occurs the earliest.*

(2) *During the on-call employee's probationary period, his/her immediate supervisor will, on an informal basis, advise the employee on the standard of his/her performance and conduct. If the supervisor perceives the probationary employee's performance or conduct as being unsatisfactory, he/she shall advise the employee of the specific areas of concern, the standard of performance and/or conduct expected of the employee, and the method for improvement.*

(c) (1) *Subject only to satisfactory conduct and performance, an auxiliary employee, whose rate of pay is in a salary range, shall receive a performance salary increment pursuant to sub-paragraph (3) below in the following circumstances, whichever occurs the earliest:*

- (i) *after working eighteen hundred (1800) regular hours of work of continuous employment in the same position; or*
- (ii) *in the case of on-call employees only, after the expiry of twenty-four (24) months of continuous employment from the appointment to his/her position; or*
- (iii) *in the case of seasonal employees only, at the commencement of the employee's third consecutive season of continuous employment in the same position.*

54.01 (c) (2) *Subject only to satisfactory conduct and performance, an auxiliary employee, whose rate of pay is in a salary range, shall be entitled to receive further performance salary increments pursuant to sub-paragraph (3) below in the following circumstances, whichever occurs the earliest:*

- (i) *after working eighteen hundred (1800) regular hours of work of continuous employment in the same position since the date of entitlement of the previous performance salary increment; or*
- (ii) *in the case of on-call employees only, after the expiry of twenty-four (24) months of continuous employment from the date of entitlement of the previous performance salary increment; or*
- (iii) *in the case of seasonal employees only, at the commencement of the employee's third consecutive season of continuous employment in the same position from the date of the previous performance salary increment, including the season in which he/she received the previous performance salary increment provided the increment was not received within ten (10) weeks of the expiration date of the employee's seasonal work assignment.*

(3) *The rate of pay for an auxiliary employee who is entitled to receive a performance salary increment pursuant to sub-paragraph (1) or (2) above shall be increased by four percent (4%), subject to the following:*

- (i) *where the application of the performance salary increment would exceed the maximum of the salary range for the position, the employee shall only receive the maximum rate of pay in the salary range;*
- (ii) *where an employee is already receiving the maximum rate of pay in the salary range, he/she shall not be entitled to receive a performance salary increment.*

- (d) *Where the Employer determines not to grant the performance salary increment to an auxiliary employee, the Employer shall **notify** the employee in person or by registered mail at least one hundred and twenty **(120)** regular hours of work or **thirty (30)** calendar days, whichever is applicable, in advance of the employee's entitlement date pursuant to sub-paragraph (c)(l) or **(2)** above. The notification will advise the auxiliary employee of the specific areas of **his/her** performance or conduct which the Employer evaluates as unsatisfactory, the reasons why, the standard of performance and/or conduct expected of the employee, and the method for improvement. The notification will also advise the employee that his/her immediate supervisor will arrange a meeting with the employee, within five hundred **(500)** regular hours of continuous employment worked by the employee in the same position **after** the employee received the notification, in order to review the employee's standard of performance and/or conduct, unless the **supervisor** or the employee is unavailable as a result of being on an approved leave.*
- (e) *Where the Employer withholds a performance salary increment under paragraph **(d)** above, the Employer may grant the increment on any subsequent first day of a month up to six **(6)** months or one thousand **(1000)** regular working hours after the date of entitlement for which the performance salary increment had been withheld.*
- (f) *When, as a result of a formal review of an auxiliary employee's job performance, a written document is placed on his/her personnel file, the employee concerned shall be given an opportunity to sign the review form or document in question and to indicate that its contents have been read and explained. Upon request, the auxiliary employee shall receive a copy of **his/her** performance evaluation review.*

54.02 *An auxiliary employee who is appointed to a position, or whose position is reclassified, having a maximum rate of pay which is the same or lower than the maximum rate of pay of his/her former position shall have his/her date of entitlement for a salary increment, pursuant to Article **54.01** (c)(l) or **(2)**, remain unchanged.*

54.03 Severance Pay

(1) Permanent Release - Inactivity

*An auxiliary employee who has worked **1950** regular hours of work of continuous employment and who is permanently released pursuant to Article **55.01(5)** is entitled to be paid severance pay at the time of permanent release.*

- (2)** *In the case of an **auxiliary** employee who is permanently released pursuant to Article **55.01(5)** for the first time, the amount of severance pay shall be eight **(8)** days pay for the first, and four **(4)** days pay for each succeeding, completed **1950** regular hours of work of continuous employment, but the total amount of severance pay which may be paid under this clause shall not exceed one hundred and twenty **(120)** days pay.*

(3) *In the case of an auxiliary employee who is permanently released pursuant to Article 55.0 1(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 (16) days pay.*

(4) *In no case shall the total amount of severance pay exceed one hundred and twenty (120) days pay, regardless of the number of times an auxiliary employee is permanently released pursuant to Article 55.0 1(5).*

(5) **Resignation:**

Subject to paragraph (6) below, an auxiliary employee who has worked 9750 or more regular hours of work of continuous employment is entitled to be paid on resignation from the Public Service severance pay equal to two (2) days pay for each completed 1950 regular hours of work of continuous employment to a maximum of My-six (56) days pay, less any period in respect of which he/she was granted severance pay.

(6) **Retirement:**

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

(7) **Rejection on Probation:**

On rejection on probation from a different position during his/her continuous employment than the one to which an auxiliary employee was initially appointed, when the auxiliary employee has worked more than 1950 regular hours of work of continuous employment and ceases to be employed by reason of rejection during a probationary period, the employee shall be entitled to four (4) days pay for each completed 1950 regular hours of work of continuous employment with a maximum of one hundred and sixteen (16) days pay.

54.04 Vacation Entitlement

(1) (a) *All auxiliary employees shall receive vacation pay at the rate of eight percent (8%) of regular salary in lieu of vacation leave credits.*

(b) *In the fourth (4th) year of continuous service from the date of his/her initial hire, an auxiliary employee shall be entitled to receive vacation pay at the rate of ten percent (10%) of regular salary in lieu of vacation leave credits.*

- (c) *In the fifteenth (15th) year of continuous service from the date of his/her initial hire, an auxiliary employee shall be entitled to receive vacation pay at the rate of twelve percent (12%) of regular salary in lieu of vacation leave credits.*
- (d) *In the twenty-sixth (26th) year of continuous service from the date of his/her initial hire, an auxiliary employee shall be entitled to receive vacation pay at the rate of fourteen percent (14%) of regular salary in lieu of vacation leave credits.*
- (e) *'Regular salary' shall mean the auxiliary employee's base pay paid to him/her by the Employer, exclusive of premium payments, overtime and any other allowances or payments.*

54.04 (2) *Auxiliary employees shall be provided their outstanding vacation pay entitlement under paragraph (l) above at the following times:*

- (a) *Earned as of the last completed pay period before March 31 and September 30 of each year. (Every reasonable effort will be made by the Employer to provide the entitlement on the second scheduled pay day after March 31 and September 30 respectively.)*
 - (b) *At the time of permanent release under Article 55.01.*
 - (c) *in the case of seasonal employees only, at the time of temporary release under Article 55.02 or of commencement of off-duty status pursuant to Article 55.03.*
- (3) (a) *As of April 1st of each year, an on-call employee shall be entitled to the following leave of absence without pay for vacation purposes to be taken during the fiscal year:*

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

Weeks of Leave of Absence

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

- (b) *Subject to the operational requirements of the Employer, an on-call employee shall be entitled to take the leave of absence under paragraph (a) above after providing at least thirty (30) days advance notice in writing to his/her Supervisor.*

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

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

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

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

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

completion of five (5) years of continuous service;

*completion of ten (10) years of continuous **service**;*

*- completion of **fifteen (15)** years of continuous service;*

*- completion of **twenty (20)** years of continuous service;*

*- completion of **twenty-five (25)** years of continuous service; and*

*- completion of **thirty (30)** years of continuous service.*

- (5) *On permanent release as defined in Article 55.01, an auxiliary employee or his/her Estate shall be paid for any vacation pay outstanding.*

54.05 Special Leave

- (1) *The following provisions dealing with special leave entitlement shall be applicable only to seasonal employees.*

- (2) (a) *Prior to completing five (5) years of continuous service with the Yukon Government, a seasonal employee shall be credited with four (4) days special leave credits upon the commencement of the employee's seasonal work assignment.*

- (b) *The four (4) days special leave credits may only be used by the seasonal employee during the seasonal work assignment, and cannot be carried over from one season to another.*

- @) *The four (4) days special leave credits shall be available to be used by the seasonal employee only in the following distribution and circumstances:*
 - (i) *Article 24.02(1), (2), (3) and (4) - maximum usage of one (1) day special leave **with** pay per season.*
 - (ii) *Articles 24.02(5), 24.03, 24.05, and 24.06 - maximum total usage of three (3) days special leave with pay per season.*
- (d) *Article 24.07 shall be applicable to paragraph (c) above,*
- (3) (a) *At the commencement of the seasonal employee's next seasonal work assignment **after** the completion of five (5) years of continuous service with the Yukon Government, the provisions of Article 24 shall be applicable, subject to paragraph (b) below.*
- (b) *Article 24.01(1) of this Agreement shall be replaced with the following provision:*
 - (i) *A seasonal employee, other than an employee who is on retiring leave pursuant to Article 25.04(1), shall be credited with special leave credits on a pro-rata basis equivalent to the number of regular hours required to be worked by the seasonal employee **in his/her** specific period of seasonal employment pursuant to Article 55.07(1)(b) as a proportion of the number of regular hours which would be expected to be performed by a regular full-time employee in the same classification, up to a maximum of thirty (30) days special leave credit.*
 - (ii) *if the pro-ration of the special leave credits in paragraph (i) above results in a fraction of a day, the parties agree that any fraction of 0.5 or less shall be rounded downwards, while any fraction greater than 0.5 shall be rounded upwards.*

54.06 Sick Leave

- (1) *The following provisions dealing **with** sick leave entitlement shall be applicable only to seasonal employees, with the exception of Article 54.06(2)(g) which shall also apply to on-call employees.*
- (2) (a) *Prior to completing three (3) years of continuous service with the Yukon Government, a seasonal employee shall, upon the commencement of the employee's seasonal work assignment, be credited with sick leave credits pursuant to paragraph (b) below.*

- (b) A seasonal employee shall be credited with the following sick leave credits based on the employee's specific period of seasonal employment (pursuant to Article **55.07(1)(b)**):

<u>Length of Seasonal Employment</u>	<u>Amount of Sick Leave Credits</u>
More than three (3) months up to six (6) continuous months	three (3) days
More than six (6) months but less than ten (10) continuous months	six (6) days

- (c) The sick leave credits may only be used by the employee during the seasonal work assignment, and cannot be carried over from one season to another.
- (d) At the time of a seasonal employee's temporary release pursuant to Article **55.02**, or commencement of off-duty status under Article **55.03**, the **employee** shall be entitled to receive from the Employer a payment equal to one-half ($\frac{1}{2}$) of the number of days of the employee's unused sick leave credits.
- (e) A seasonal employee who is unable to perform his/her duties because of illness, injury or quarantine may be granted **sick** leave with pay up to the maximum of the employee's unused sick leave credits.
- (f) Articles **25.02(5)** and **(6)**, and **25.03** shall be applicable to paragraph (e) above. With regard to Article **25.02(5)**, the parties agree that the words "in the fiscal year" shall be replaced with "in the season".
- (g) The Employer may require an auxiliary employee to provide a medical certificate from a qualified practitioner of the employee's choice certifying that the employee is able to resume **his/her** job when the reason for the absence was an injury or a contagious disease.

- 54.06 (3)** (a) At the commencement of the seasonal employee's next seasonal work assignment after the completion of three **(3)** years of continuous service with the Yukon Government, the provisions of Article **25** shall be applicable, subject to paragraph (b) below.
- (b) (i) The words "from one year to the next" in Article **25.01(3)** shall be replaced with "from one season to the next!"
- (ii) The word "terminated" in Article **25.02(3)** shall be replaced with "permanently released", as defined in Article **55.01**.

- (iii) The words "in the fiscal year" in Article **25.02(5)** shall be replaced with "in the season".
- (iv) The words "in excess of five **(5)** years" in Article **25.04(2)** shall be replaced with "in excess of eight **(8)** years".
- (v) The words "terminated", "termination" and "terminates" in Articles **25.04(2)** and **(4)** shall be replaced with 'permanently released', "his/her permanent release" and 'permanently releases" respectively, as defined in Article **55.01**.

54.07 Yukon Bonus

- (1) (a) An auxiliary employee who has worked nineteen hundred and **fifty (1950)** regular hours of work of continuous service with the Yukon Government shall be entitled to a Yukon Bonus, which must be claimed by the employee pursuant to paragraph (c) **below**.
 - (b) for each completed nineteen hundred and **fifty (1950)** regular hours of work of continuous service subsequent to his/her entitlement to receive his/her first Yukon Bonus under paragraph (a) above, an auxiliary employee is entitled to receive another Yukon Bonus, which must be claimed by the employee pursuant to paragraph (c) below.
 - (c) The Employer shall advise the auxiliary employee, in writing, **after** the employee has completed each nineteen hundred and **fifty (1950)** regular hours of work of continuous service. The employee must claim the Yukon Bonus within a twelve **(12)** month period from the date upon which the employee was so advised. An employee who does not claim the Yukon Bonus in the manner prescribed by the Public Service Commission within this time period will lose his/her entitlement to the Bonus.
- (2) The Yukon Bonus to which an auxiliary employee is entitled pursuant to paragraph (1) above **shall** be a sum of money (from which income tax is deductible) equivalent to two **(2)** non-refundable economy return airline tickets from either Whitehorse or Watson Lake to Edmonton or Vancouver.
 - ★ (3) Effective January 1, **1995**, subsections **(4)** to **(8)** shall be deemed to form part of the **PSAC** collective agreement and shall replace the existing provisions for all Yukon Bonus entitlements of auxiliary employees.
 - ★ (4) There shall be a Yukon Bonus travel benefit of **\$2,042** from which income tax may or may not be deducted, at the employee's option.

- ★ (5) Subject to subsection (6), an auxiliary employee who has worked **1,950** regular hours of work of continuous service with the Yukon government shall be entitled to a Yukon Bonus, which must be claimed by the employee pursuant to subsection (8).
- ★ (6) An auxiliary employee who is appointed on or **after** January 1, **1995**, must complete an initial **qualifying** period of **3,900** regular hours of work of continuous service with the Yukon government before being eligible to claim their first Yukon Bonus. Claims for subsequent Yukon bonuses may be made in accordance with subsection (7).
- ★ (7) For each completed **1,950** regular hours of continuous service subsequent to their initial **qualifying** period of service, an auxiliary employee is entitled to a Yukon Bonus which must be claimed in accordance with subsection (8).
- ★ (8) The employer shall advise the auxiliary employee in writing after the employee has completed each eligibility period of continuous service. The auxiliary employee must claim the Yukon Bonus within a **12** month period from the date upon which the employee was so advised. An auxiliary employee who does not claim the Yukon Bonus in the manner prescribed by the Public Service Commission within this time period shall lose their entitlement to the Bonus.

54.08 Cash Gratuity

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

54.09 Travel Bonus for Seasonal Employees Outside of Whitehorse

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

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

- (b) A seasonal employee shall be entitled to receive the applicable Travel Bonus Credits set out in paragraph (a) above **after** each completed five hundred (500) regular hours of work during the particular seasonal work assignment, to a maximum of two (2) entitlements to such Credits per season.
 - (c) Subject to operational requirements, a seasonal employee shall be granted his/her earned Travel Bonus Credits by completing the appropriate Leave Request Form.
 - (d) Travel Bonus Credits shall not be carried over from one season to another. Any earned but unused Travel Bonus Credits at the end of the season shall be paid to the employee by the Employer.
- 54.09 (2)
- (a) A seasonal employee, whose headquarters area is outside of the **City** of Whitehorse, shall be entitled to submit a claim once per season, **after** having completed five hundred (500) regular hours of work during the particular seasonal work assignment, to recover the cost of one (1) round trip to Whitehorse at the mileage rate paid to an employee in accordance with the Employer's current Travel Directive.
 - (b) "Current" means the mileage rate in **effect** on the date the seasonal employee submits **his/her** claim, and the "round-trip" shall be based on the official road mileage distance from the seasonal employee's community to Whitehorse and return.
 - (c) A seasonal employee resident in Old Crow shall be entitled to submit a claim once per season, provided the employee is eligible under paragraph (a) above, equivalent to the cost of one (1) economy return air fare from Old Crow to Whitehorse for the employee, **his/her** spouse and one child.

ARTICLE 55

RELEASE OF AUXILIARY EMPLOYEES

55.01 Permanent Release

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

- (1) he/she is rejected **while on** probation;
- (2) he/she is terminated for just cause;

- (3) *he/she voluntarily terminates or resigns from his/her employment;*
- (4) *he/she is declared to have abandoned his/her position under Section 132 of the Public Service Act, as may be amended from time-to-time; or*
- (5) *he/she has not actively worked for the Employer in his/her auxiliary position for a period of twelve (12) months.*

55.02 Temporary Release of a Seasonal Employee

*A seasonal employee shall be considered to have been temporarily released from his/her employment with the Employer in the event that **his/her** seasonal work assignment is terminated by the Employer because of:*

- (i) *a shortage of work;*
- (ii) *insufficient appropriated funds;*
- (iii) *the abolition of a position; or*
- (iv) *changes in the organisation of the department.*

55.03 Off-Duty Status

A seasonal employee shall be considered to be on off-duty status when he/she completes the seasonal work assignment for which he/she was employed.

55.04 Preference for Recall

- (1) *Article 55.04 shall only apply to seasonal employees who have been temporarily released pursuant to Article 55.02 or who are on off-duty status under Article 55.03.*
- (2)
 - (a) *“Preference for recall” shall be defined as meaning the recall of a seasonal employee to the same position in the same department and branch in the same location or community from which the employee was temporarily released, or from which his/her off-duty status **commenced**.*
 - (b) *Notwithstanding sub-paragraph (a) above, mobile camp seasonal employees will be given preference for recall to the same auxiliary position in the same department and branch.*
- (3) *Subject to paragraph (4) below, a seasonal employee shall be entitled to preference for recall for a period of twelve (12) months from the date on which he/she was temporarily released, or went on off-duty status.*

- (4) (a) Prior to **his/her** temporary release or commencement of off-duty status, a seasonal employee shall be advised of the date by which he/she must notify the designated position within his/her Department, in writing, of his/her availability to return to work pursuant to the above preference for recall provisions. If the employee does not provide such written notice by the date required, the employee will be deemed to have waived his/her preference for recall, and will be considered as having voluntarily terminated his/her employment pursuant to Article **55.01**, unless the employee has a reasonable excuse which shall be communicated to the Employer within fourteen (14) calendar days from the date that the written notice was required.
- (b) A seasonal employee who has complied with the notice requirement under sub-paragraph (a) above will be sent a notice of recall by the Employer by personal delivery or registered mail to the last known address of the employee, if work under the preference for recall provisions is available. The Employer's notice will specify the time and place that the employee is to report for work.
- (c) It is the responsibility of the seasonal employee to ensure that the Employer is at all relevant times aware of the employee's current address.
- (d) A seasonal employee who does not report to work at the time and place specified in the Employer's notice under sub-paragraph (b) above shall be deemed to have waived **his/her** preference for recall, and will be considered as having voluntarily terminated his/her employment pursuant to Article **55.01**, unless the employee has a reasonable excuse which shall be communicated to the Employer, in advance whenever possible.

55.05 Access to In-Service Competitions

A seasonal employee shall be entitled for a period of twelve (12) months from the date of his/her temporary release or the date he/she went on off-duty status to enter any in-service competition for which he/she would have been eligible had he/she not been temporarily released or on off-duty status.

55.06 Additional Payment

A seasonal employee who is actively employed by the Employer in the same position during the same seasonal work assignment for a continuous period of time in excess of ten (10) consecutive months shall be **provided** with an additional payment of three (3) months salary and vacation pay at the applicable rate set out in Article **54.04**.

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

55.07 Notice of Temporary Release

- (1)** The Employer's offer of employment to a seasonal auxiliary employee shall **specify**:

 - (a)** the time and place that the employee is to report for work;
 - (b)** the specific period of employment; and
 - (c)** the notice period to be given to the seasonal employee by the Employer, pursuant to paragraph **(2)** below, should the employee be temporarily released pursuant to Article **55.02** prior to the end of the specific period of employment.
- (2)** The notice period to be given to a seasonal employee pursuant to paragraph **(1)(c)** above shall be:

 - (a)** for a seasonal employee whose period of employment is specified for more than three **(3)** months but less than six **(6)** months - two **(2)** weeks notice in writing or two **(2)** weeks salary and vacation pay at the applicable rate set out in Article **54.04**; or
 - (b)** for a seasonal employee whose period **of** employment is specified for six **(6)** months or more, but less than ten **(10)** months - four **(4)** weeks notice in writing or four **(4)** weeks salary and vacation pay at the applicable rate set out in Article **54.04**.
- (3)** Notwithstanding paragraph **(2)** above, any written notice or pay in lieu of notice given to a seasonal employee shall not include any period which is beyond the employee's specified date of employment.
- (4)** **(a)** The specific period of employment described in paragraph **(1)(b)** above may be extended once by mutual agreement between the seasonal employee and the Employer for a further period of up to two **(2)** weeks. With regard to the agreed-upon extension period, the employee shall be entitled to receive his/her salary and vacation pay at the applicable rate set out in Article **54.04**.

- (6) *Should the Employer wish to further extend the seasonal employee's period of employment **after** the completion of the **first** extension period set out in paragraph (4)(a) above, then the applicable notice period set out in paragraph (2) above, as calculated based on the length of the employee's seasonal employment including any extension periods, shall apply if the employee is temporarily released pursuant to Article 55.02 prior to the end of the extended period of employment. However, any written notice or pay in lieu of notice given to a seasonal employee shall not include any period which is beyond the completion date of the extended period of employment.*

ARTICLE 56

PREMIUM PAYMENT TO ON-CALL EMPLOYEES

- 56.01** (1) *An on-call employee shall be paid ninety cents (90¢) per regular hour worked in lieu of ail health and welfare benefits and leave entitlements otherwise provided to seasonal employees,*
- (2) *On-call employees shall be provided their outstanding health and welfare premium under paragraph (1) above at the following times:*
- (a) *Earned as of the last completed pay period before March 31 and September 30 of each year. (Every reasonable **effort** will be made by the Employer to provide the premium on the second scheduled pay day after March 31 and September 30 respectively.)*
- (b) *At the time of permanent release under Article 55.01.*

ARTICLE 57

CHANGE IN EMPLOYMENT STATUS

57.01 *Effective the date of signing of the 1990 - 1993 Collective Agreement:*

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

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

ARTICLE 58

RE-OPENER OF AGREEMENT

58.01 This Agreement may be amended by mutual written consent.

Under subsection **5.(1)** of Bill No. **94**, "Public Sector Compensation Restraint Act, 1994" the parties to the **PSAC** collective agreement may, by agreement in writing, make any amendment to the collective agreement other than an amendment in relation to compensation as defined in subsection **6 (1)**.

ARTICLE 59

DURATION AND RENEWAL

59.01 Under subsection **4.(1)** of Bill No. **94**, "Public Sector Compensation Restraint Act, 1994", the term of the **PSAC** collective agreement is extended until the end of March 31, 1998. No referral to arbitration or to a conciliation board shall be made under the Public Service Staff Relations Act during the term of the extended **PSAC** collective agreement. Any such referral made prior to the coming into force of this subsection is void.

59.02 Pursuant to Section **39(2)(b)** of the Yukon Public Service Staff Relations Act: Notice to bargain collectively may be given where a collective agreement or **arbitral** award is in force, within the period of two **(2)** months before the agreement or award ceases to operate.

HOURS OF WORK

APPENDIX "A"

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

Assistant Residence Supervisor
Automotive Mechanic
Automotive Mechanic Foreman
Building Maintenance Foreman
Building Maintenance Worker
Building Operator
Campground Attendant
Campground Signmaker
Carpenter
Carpentry Foreman
Crew Foreman
Custodial/Assistant Supervisor
Custodial Building Operator
Custodial Engineer
Custodial **Supervisor**
Custodial Worker
Custodial **Worker/Escort**
Domestic Aide
Electrical Foreman
Electrician
Ferry Worker (Ross River)
Grounds Maintenance Worker
Heavy Equipment Mechanic
Heavy Equipment Mechanic Foreman
Heavy Equipment Operator
Historic Sites Labourer
industrial Mechanic
Labourer
Machinist
Maintenance Person
Mechanical Foreman
Night Custodial/Assistant **Supervisor**
Oil Burner Mechanic
Painter
Painting **Supervisor**
Parks Facilities Builder
Parks Shop Labourer
Parts Person

Plant Manager, **Admin/Justice** Buildings
Plant Manager, Yukon College
Plumber
Project **Supervisor** (RR)
Residence **Supervisor**
Restoration Carpenter
Restoration **Craftsperson**
Road Foreman
Rodperson/Chainperson
Senior Custodial Building Operator
Senior Custodial Worker
Sign Painter's Assistant
Sign Shop Supervisor
Tool Crib Attendant
Trades Superintendent
Transportation Foreman
Warehouse **Supervisor**
Welder
Winter Grounds Maintenance Worker
Workshop Foreman

APPENDIX "B"

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

Admissions/Stores **Officer**
Building Engineer
Chief Security Guard
Cook (**Youth Services** Centre or the Student
Residence or McDonald Lodge or **Teslin Facility**)
Cook I
Cook ii/Supervisor
Corrections Nurse
Detox Centre Coordinator
Ferry Workers (**Dawson City**)
Justice Worker (**Teslin Facility**)
Night Care Attendant (**Teslin Facility**)
Psychiatric Nurse, Whitehorse Correctional Centre
Recreation Coordinator
Security Guard
Shop instructor
Welding Instructor
One (1) Youth **Service** Worker

APPENDIX "C"

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

(Note - There are present & no **employees** designated under Appendix "C".)

APPENDIX "D"

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

Campground Maintenance Person
Custodial Labourer (Department of Government **Services**)
Groundskeeper (Department of Government Services)

APPENDIX "E"

Employees, as designated below, work 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
Assistant Liquor Store Manager
Campground Ranger
Interviewer (ECO)
Librarian
Library Page
Liquor Store Cashier
Liquor Store Clerk
Liquor Store Manager
Native Programs Coordinator
Project Supervisor (**ECO**)

APPENDIX "F"

Functions which are normally hourly rated:

*Auto Mechanic
Auto Mechanic Foreman
Building Engineer
Building Maintenance Foreman
Building Maintenance Worker
Building Operator
Campground Attendant
Campground Development Person
Campground Maintenance Person
Campground**Signmaker**
Carpenter
Carpentry Foreman
Crew Foreman
Custodial/Assistant Supervisor
Custodial Building Operator
Custodial Engineer
Custodial Labourer
Custodial Supervisor
Custodial Worker
Custodial Worker/Escort
Electrical Foreman
Electrician
Fee Collector
Ferry Workers
Grounds Maintenance Worker Craftsperson
Groundskeeper
Heating System Technician
Heavy Equipment Mechanic
Heavy Equipment Mechanic Foreman
Heavy Equipment Operator
Historic Sites Labourer
industrial Mechanic
Labourer
Machinist
Maintenance Person
Mechanical Foreman
Night Custodial/Assistant Supervisor
Oil Burner Mechanic
Painter
Painting Supervisor
Parks Facilities Builder
Parks Shop Labourer*

Parts Person
Plant Manager, **Admin/Justice** Buildings
Plant Manager, Yukon College
Plumber
Project **Supervisor** (RR)
Restoration Carpenter
Restoration Craftsperson
Road Foreman
Rodperson/Chainperson
Senior Custodial Building Operator
Senior Custodial Worker
Sign Painter's Assistant
Sign Shop Supervisor
Tool Crib Attendant
Trades Superintendent
Transportation Foreman
Warehouse Supervisor
Welder
Workshop Foreman

APPLICATION OF RATES

JOURNEYMAN:

Only those employees occupying positions allocated to the above classes of employment who possess a current valid Journeyman **Certificate** related to their work assignment shall receive the Journeyman hourly rate of pay applicable to their class of employment.

An employee occupying a position allocated to the class of Spray Painter shall receive the appropriate Journeyman hourly rate of pay, **provided** the employee possesses a current valid Journeyman Painter's Certificate.

An employee occupying a position **allocated** to the class of Sign Painter shall receive the appropriate Journeyman hourly rate of pay.

TRADESMAN:

All employees occupying positions allocated to the above classes of employment who do not possess a current valid Journeyman Certificate related to their work assignment shall receive the Tradesman hourly rate of pay applicable to their class of employment.

Master PayGrid (Excludes Trades, Education Consultants, & Language Translators)

Effective January 1, 1995

-2% Adjustment to Salaries and Grid

Pay Range	Annual Min.	Annual Max.	Bi-weekly Min.	Bi-weekly Max.	37.5 Hrs. Min.	37.5 Hrs. Max.	40 Hrs. Min.	40 Hrs. Max.	42 Hrs. Min.	42 Hrs. Max.	Hourly Rated 2000Hrs/Year
01	29,081	33,276	1,114.73	1,275.61	14.86	17.01	13.93	15.95	13.27	15.19	16.00
02	29,793	34,114	1,142.02	1,307.65	15.23	17.44	14.28	16.35	13.60	15.57	16.41
03	30,508	34,949	1,169.43	1,339.66	15.59	17.86	14.62	16.75	13.92	15.95	16.81
04	31,399	35,992	1,203.58	1,379.64	16.05	18.40	15.04	17.25	14.33	16.42	17.31
05	32,293	37,036	1,237.85	1,419.66	16.50	18.93	15.47	17.75	14.74	16.90	17.81
06	33,274	38,187	1,275.45	1,463.78	17.01	19.52	15.94	18.30	15.18	17.43	18.36
07	34,344	39,438	1,316.47	1,511.73	17.55	20.16	16.46	18.90	15.67	18.00	18.96
08	35,592	40,900	1,364.31	1,567.77	18.19	20.90	17.05	19.60	16.24	18.66	19.66
09	36,933	42,466	1,415.71	1,627.80	18.88	21.70	17.70	20.35	16.85	19.38	20.41
10	38,448	44,239	1,473.78	1,695.76	19.65	22.61	18.42	21.20	17.55	20.19	21.27
11	40,056	46,121	1,535.42	1,767.90	20.47	23.57	19.19	22.10	18.28	21.05	22.18
12	41,841	48,209	1,603.84	1,847.94	21.38	24.64	20.05	23.10	19.09	22.00	23.18
13	43,803	50,503	1,679.05	1,935.87	22.39	25.81	20.99	24.20	19.99	23.05	24.28
14	45,944	53,009	1,761.12	2,031.93	23.48	27.09	22.01	25.40	20.97	24.19	25.49
15	48,357	55,828	1,853.61	2,139.99	24.71	28.53	23.17	26.75	22.07	25.48	26.84
16	50,943	58,857	1,952.74	2,256.09	26.04	30.08	24.41	28.20	23.25	26.86	28.29
17	53,798	62,197	2,062.17	2,384.12	27.50	31.79	25.78	29.80	24.55	28.38	29.90
18	56,923	65,851	2,181.96	2,524.19	29.09	33.66	27.27	31.55	25.98	30.05	31.66
19	60,402	69,922	2,315.32	2,680.24	30.87	35.74	28.94	33.50	27.56	31.91	33.61
20	64,240	74,411	2,462.43	2,852.31	32.83	38.03	30.78	35.65	29.31	33.96	35.77
21	68,433	79,317	2,623.16	3,040.36	34.98	40.54	32.79	38.00	31.23	36.19	38.13
22	73,076	84,746	2,801.13	3,248.47	37.35	43.31	35.01	40.61	33.35	38.67	75

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Trades Group Pay Grid
Includes Market Supplement
Effective January 1, 1995
-2% Adjustment to Salaries and Grid

Pay Range	Annual Min.	Annual Max.	Bi-weekly Min.	Bi-weekly Max.	37.5 Hrs. Min.	37.5 Hrs. Max.	40 Hrs. Min.	40 Hrs. Max.	Hourly Rated 2080 Hrs/Year
TR09	38,876	44,737	1,490.19	1,714.85	19.87	22.86	18.63	21.44	21.51
TR10	40,392	46,514	1,548.30	1,782.97	20.64	23.77	19.35	22.29	22.36
TR11	41,999	48,391	1,609.90	1,854.91	21.47	24.73	20.12	23.19	23.27
TR12	43,784	50,479	1,678.32	1,934.95	22.38	25.80	20.98	24.19	24.26
TR13	45,746	52,777	1,753.53	2,023.04	23.38	26.97	21.92	25.29	25.37
TR14	47,889	55,281	1,835.67	2,119.02	24.48	28.25	22.95	26.49	26.58
TR15	50,297	58,101	1,927.97	2,227.12	25.71	29.69	24.10	27.84	27.93
TR16	52,886	61,128	2,027.22	2,343.15	27.03	31.24	25.34	29.29	29.39
TR17	55,741	64,469	2,136.65	2,471.21	28.49	32.95	26.71	30.89	31.00

29 June 95

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Tradesperson Pay Grid (95% of Journeyman Rate)
Includes Market Supplement
Effective January 1, 1995
2% Adjustment to Salaries and Grids

Pay Range	Annual Min.	Annual Max.	Bi-weekly Min.	Bi-weekly Max.	37.5 Hrs. Min.	37.5 Hrs. Max.	40 Hrs. Min.	40 Hrs. Max.	Hourly Rated Employees 2080 Hrs/Year
TR09	36,932	42,500	1,415.67	1,629.10	18.88	21.72	17.70	20.36	20.43
TR10	38,372	44,188	1,470.87	1,693.81	19.61	22.58	18.39	21.17	21.25
TR11	39,899	45,971	1,529.40	1,762.15	20.39	23.50	19.12	22.03	22.10
TR12	41,595	47,955	1,594.41	1,838.20	21.26	24.51	19.93	22.98	23.06
TR13	43,459	50,138	1,665.86	1,921.88	22.21	25.63	20.82	24.02	24.11
TR14	45,495	52,517	1,743.91	2,013.07	23.25	26.84	21.80	25.16	25.24
TR15	47,782	55,196	1,831.57	2,115.76	24.42	28.21	22.89	26.45	26.54
TR16	50,242	58,072	1,925.87	2,226.00	25.68	29.68	24.07	27.83	27.92
TR17	52,954	61,246	2,029.82	2,347.67	27.06	31.30	25.37	29.35	29.45

Language Translator Group Pay Grid Effective January 1, 1995 -2% Adjustment to Salaries and Grid						
Pay Range	Annual Min.	Annual Max.	BI-weekly Min.	BI-weekly Max.	37.5 Hrs. Min.	37.5 Hrs. Max.
13	43,802	50,503	1,679.01	1,935.87	22.39	25.81
14	50,540	58,311	1,937.29	2,235.17	25.83	29.80
15	55,608	64,203	2,131.55	2,461.02	28.42	32.81
16	58,584	67,684	2,245.63	2,594.45	29.94	34.59
17	61,867	71,525	2,371.47	2,741.68	31.62	36.56
18	65,461	75,728	2,509.24	2,902.79	33.46	38.70
19	69,463	80,411	2,662.64	3,082.30	35.50	41.10

Education Consultants Pay Grid Effective January 1, 1995 -2% Adjustment to Salaries and Grid					
	Step 1	Step 2	Step 3	Step 4	Step 5
Annual	68,134	70,650	73,289	76,037	78,916
BI-weekly	2,611.70	2,708.14	2,809.30	2,914.64	3,024.99
Hourly	34.82	36.11	37.46	38.86	40.33

LETTERS OF UNDERSTANDING

- A) HOURS OF WORK
- B) STAFF ACCOMMODATION
- C) HEAVY EQUIPMENT OPERATOR TRAINING PROGRAM
- D) DAYLIGHT SAVING TIME
- E) PROVISION OF COVERALLS FOR EMPLOYEES
WITHIN HIGHWAYS AND TRANSPORTATION
- F) LEAVE OF ABSENCE FOR ELECTED UNION PRESIDENT
- G) ARTICLE 24
- H) ARTICLE 37
- I) HERSCHEL ISLAND
- J) YUKON BONUS RATES, ARTICLES 33 AND 54
- K) PERFORMANCE INCREMENTS, ARTICLES 17.11 AND 54.01

LETTER OF UNDERSTANDING "A"

RE: HOURS OF WORK

- (1) (a) *This letter is to give effect to the understanding reached during negotiations that the Employer will maintain the principle of Monday to Friday work week for regular employees working a **forty (40)** hour work week; however, this principle will not apply with respect to Security Guards or Road Maintenance **employees** working a **forty (40)** hour work week.*

Where the Employer, due to operational requirements, or in the safety and interest of the general public, is required to schedule a work week of other than Monday to Friday for forty (40) hours per week for regular employees, the Employer will consult with the Alliance and by mutual agreement, the regularly scheduled work week may be changed.

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

- (2) (a) *It is **recognized** that the hours of work for those employees, as designated below, may be varied because of operational requirements. However, in no case shall these employees be scheduled to work in excess of thirty-seven and one-half (37½) normal hours per week or seven and one-half (7½) normal hours per day, exclusive of a meal period:*

*Operations Manager
Computer Room Supervisor
Computer Operator
Network Support Analyst
Operations Support Analyst
System Programmer*

- (b) *Where regular employees, as designated above, receive less than five (5) working days notice of a shift change, the regular employees may refuse to work an altered shift schedule by notice to the Employer.*

- (3) (a) *Regular Library **Clerks shall** work thirty-seven and one-half (37½) hours per week Monday to Friday and seven and one-half (7½) hours per day, and two (2) regular Library Clerks shall be scheduled to work other than Monday to Friday but in no case shall be scheduled to work in excess of thirty-seven and one-half (37½) hours per week.*

- (b) Auxiliary Library Clerks shall work thirty-seven and one-half (37½) normal hours per week and seven and one-half (7½) normal hours per day, exclusive of a meal period.*

- (4) (a) In addition to the above designated employees, other regular employees may, from time-to-time, require some variation in the hours of work because of operational requirements. In no case, however, shall these regular employees be scheduled to work in excess of thirty-seven and one-half (37½) hours per week. In such cases, the Employer will consult with the Alliance and by mutual agreement the regularly scheduled work week may be changed.*

- (b) In addition to the employees designated in paragraphs (Z)(a) and (3)(b) above, other auxiliary employees covered by Article 15.01 of the Collective Agreement may, from time-to-time, require some variation in the hours of work established under Article 15.01 because of operational requirements. In such cases, the Employer will consult with the Alliance and by mutual agreement the regularly scheduled work week may be changed.*

LETTER OF UNDERSTANDING "B"

RE: STAFFACCOMMODATION

The following provisions shall apply only to regular employees:

Rental Increases:

Effective **April 1, 1986**, the Employer agrees that during the life of the Agreement, rent paid by the employee, while occupying the SAME unit of accommodation as the unit of accommodation the employee occupied on July **31, 1976**, will not be increased by more than three percent (**3%**) a month for the period **April 1, 1986** to **March 31, 1987**.

Before introducing a rental increase, the Employer will give each employee so affected, at least one (**1**) months advance notice of the effective date of the increase.

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 his/her 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 his/her 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 his/her previous rent and the costs of his/her 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 his/her 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 his/her own utilities (fuel and electricity), and thereafter

Final Stage:

*The employee will pay full comparative market rent and the cost of **his/her** own utilities for the unit of accommodation **he/she** occupies.*

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 **his/her** former rent, subject to the rental increase mentioned in paragraph one, until **such** time as his/her 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 **he/she** now occupies, in accordance with the above four stages.*

L ETTER OF UNDERSTANDING "C"

RE: HEAVY EQUIPMENT OPERATOR TRAINING PROGRAM

*This is to confirm that the Employer agrees to limit to a maximum of one (1) the number of regular and seasonal employees designated as Heavy Equipment Operator Trainees which may be assigned to a **Highway** Maintenance Camp at any one time. Notwithstanding the foregoing, however, at the discretion of the Employer, a maximum of two (2) regular and seasonal Heavy Equipment Operator Trainees may be assigned to a Highway Maintenance Camp, provided the Highway Maintenance Camp consists of a minimum of five (5) permanently assigned Heavy Equipment Operator positions and at least one (1) of the Heavy Equipment Operator Trainees hold an intermediate level proficiency rating.*

LETTER OF UNDERSTANDING "D"

RE: DAYLIGHT SAVING TIME

*This letter is to give **effect** to the understanding reached during Joint Consultation that there will be no compensation paid for the extra hour worked and conversely there will be no reduction in compensation for the hour not worked due to the time conversion in Spring and Fall as a result of the implementation and withdrawal of daylight saving time.*

LETTER OF UNDERSTANDING "E"

**RE: PROVISION OF COVERALLS FOR EMPLOYEES
WITHIN HIGHWAYS AND TRANSPORTATION**

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

Prior to receiving a new pair of coveralls an employee shall return the pair he/she is presently using.

LETTER OF UNDERSTANDING "F"

RE: LEAVE OF ABSENCE FOR ELECTED UNION PRESIDENT

- (a) *Effective on the date of signing of this Agreement, the Employer agrees to **authorize** a leave of absence to one regular employee who is elected as Yukon Employees Union Component President subject to the following conditions:*
- 1. The **authorized** leave will be for the term of appointment designated by the Union to a maximum of three years.*
 - 2. Upon the **expiry** of the **first** term of **office**, or if the employee ceases to hold the **office** during his/her **first** term, the employee will assume the duties of the position held by the employee prior to the leave of absence, if such position is still required by the Employer. if the position no longer exists, the employee will assume a position in his/her headquarters area at the same level **he/she** held before **his/her** leave. if **such** a position does not exist in his/her headquarters area, the employee will be provided a position in another headquarters area at the same level **he/she** held before his/her leave.*
 - 3. If the employee is **re-elected** for subsequent terms, he/she shall continue to be on leave. Upon completion of his/her subsequent terms of office, or if **he/she** ceases to hold **office** during such subsequent terms, the employee will assume a position in **his/her** headquarters area at the same level he/she held before his/her leave. if **such** a position does not exist in **his/her** headquarters area, the employee will be provided a position in another headquarters area at the same level **he/she** held before his/her leave.*
 - 4. During the leave of absence the Employer will pay one hundred percent (100%) of salary and benefits and will invoice the Union quarterly for twenty-five percent (25%) of all costs of salary and benefits (which means gross salary plus **all** benefits).*
 - 5. During the leave of absence the employee shall earn normal leave credits.*
 - 6. Leave applications will be submitted to the Public Service Commission for processing, for administrative reasons only.*

7. *The Union agrees to provide the Employer with one months written notice of the commencement and termination of this leave of absence.*
- (b) *The parties agree that Article 11.11 and Letter of Understanding "F" are not applicable to auxiliary employees. However, should an auxiliary employee be elected as President of the Union prior to the **expiry** of the Collective Agreement, then the parties shall meet to discuss what conditions should be applied to the auxiliary employee.*

LETTER OF UNDERSTANDING "G"

RE: ARTICLE 24

- (1) *The parties agree that paragraph (2) below shall apply to those seasonal employees who were converted to auxiliary employee status on July 3, 1986, and who have remained in continuous employment as an auxiliary employee with the Yukon Government since that date.*

- (2) *For those seasonal employees referred to in paragraph (1) above, Article 54.05(3) shall apply effective January 22, 1990.*

LEVER OF UNDERSTANDING "H"

RE: ARTICLE 37

The parties agree that the issue of the relevant criteria which a regular employee or a seasonal employee will need to meet in order to be eligible to claim a clothing subsidy pursuant to Article 37 of the Collective Agreement shall be referred for consideration at Joint Consultation. The parties further agree to the following points:

- (1) The issue concerning the relevant criteria to be eligible to claim a clothing subsidy shall be considered at Joint Consultation by a Committee of a total of four (4) persons consisting of equal representation from the Employer and from the Alliance.*
- (2) The Committee shall meet within one (1) month following the signing of the 1990 Collective Agreement by the parties.*
- (3) The Committee shall submit to each bargaining party a report setting out its considerations, and any recommendations the Committee may have reached, concerning the issue of the relevant criteria to be eligible to claim a clothing subsidy. The Committee shall submit its report within three (3) months following the signing of the 1990 Collective Agreement by the bargaining parties, unless this time period is extended by the mutual agreement of the bargaining parties.*
- (4) if the bargaining parties are unable to resolve the issue of the relevant criteria to be eligible to claim a clothing subsidy within one (1) month following the receipt of the Committee's report under paragraph (3) above, then the matter shall be referred to binding arbitration at the written request of either party. in such circumstances, the parties shall mutually agree to the arbitrator who will determine this issue, and shall share equally the arbitrator's fees and expenses.*

LETTER OF UNDERSTANDING "I"

RE: HERSCHEL ISLAND

Notwithstanding Articles **15** and **16** of the Collective Agreement, the parties agree that the following conditions will apply to seasonal employees working at Herschel Island:

(1) Park Rangers/Park Interpreters

- (a) Hours of work for Park Rangers and Park **Interpreters** will be scheduled so that over a period of twenty-eight (**28**) consecutive calendar days, the employee shall:
- (i) work an average of **37½** hours per week, Monday through Sunday; and
 - (ii) work an average of **7½** hours per day, exclusive of a paid 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.

- (b) During each twenty-eight (**28**) consecutive calendar day period, the Park Ranger and Park Interpreters will be scheduled to be on Herschel Island for fifteen (**15**) consecutive days, including the days of travel to and from Herschel Island, and thirteen (**13**) consecutive days off of Herschel Island.

(2) Restoration Carpenter, Restoration Craftsperson, Historic Sites Labourer

- (a) The **1990** season for the employees in the positions of Restoration Carpenter, Restoration **Craftsperson** and Historic Sites Labourer shall be from June **11** to September **20**, inclusive.
- (b) The working periods for these employees during the **1990** season shall be as follows:
- (i) Monday, June **11** to Thursday, July **5**.
 - (ii) Monday, July **16** to Thursday, August **9**.
 - (iii) Monday, August **20** to Thursday, September **20**.

- (c) *During the working periods set out in paragraph 2(b) above, the hours of work shall be scheduled so that the employees work forty (40) regular hours per week, Monday to Friday inclusive, and eight (8) consecutive regular hours per day, inclusive of a meal period.*
 - (d) *Subject to weather conditions permitting, the employees shall be provided with two (2) additional hours of work each weekday, Monday to Friday, during the working periods set out in paragraph 2(b) above. These two (2) additional hours shall be contiguous to the employees' daily regular hours of work, and shall be compensated at the overtime rate of time and one-half (1½T). Notwithstanding Article 16.01(b) of the Collective Agreement, the employees shall be required to work the two (2) hours of overtime each work day, Monday to Friday, subject to weather conditions permitting.*
 - (e) *Subject to weather conditions permitting, the employees shall be provided with ten (10) consecutive hours of work each Saturday during the working periods set out in paragraph 2(b) above. The employees shall be compensated at the rate of time and one-half (1½T) for the first four (4) hours of work on Saturday and double time (2T) thereafter. Notwithstanding Article 16.01 (b) of the Collective Agreement, the employees shall be required to work the ten (10) hours of overtime each Saturday, subject to weather conditions permitting.*
 - (f) *On the travel days of each working period set out in paragraph 2(b) above (June 11 and July 5; July 16 and August 9; August 20 and September 20), the employees shall be provided with minimum compensation equivalent to eight (8) regular hours salary. Notwithstanding paragraph 2(d) above, the employees will only be paid overtime compensation on these travel days if the combined travel time and actual hours of work exceed eight (8) consecutive hours.*
 - (g) *If work is required, the Employer shall determine the applicable season and working periods for 1991 and for any subsequent years, and shall provide reasonable advance notice to the applicable employees who will be working on Herschel Island in these years. Paragraphs 2(c) to (f) above, inclusive, shall be applicable to employees working on Herschel Island in 1991 and any subsequent years.*
- (3) **Camp Cook - Herschel Island**
- (a) *Paragraphs 2(a) and (b) shall apply to the Camp Cook - Herschel Island.*
 - (b) *During the working periods set out in paragraph 2(b) above, the Cook's hours of work shall be scheduled so that he/she works forty (40) regular hours per week, Monday to Friday, inclusive, and eight (8) regular hours per day, inclusive of a meal period.*

- (c) *The Cook shall be provided with two (2) additional hours of work each work day, Monday to Friday, during the working periods set out in paragraph 2(b) above. These two (2) additional hours shall be compensated at the overtime rate of time and one-half (1½T). Notwithstanding Article 16.01 (b) of the Collective Agreement, the Cook shall be required to work the two (2) hours of overtime each work day, Monday to Friday.*
- (d) *The Cook shall be provided with ten (10) hours of work each Saturday during the working periods set out in paragraph 2(b) above. The Cook shall be compensated at the rate of time and one-half (1½T) for the first four (4) hours of work on Saturday, and double time (2 T) thereafter. Notwithstanding Article 16.01(b) of the Collective Agreement, the Cook shall be required to work the ten (10) hours of overtime each Saturday.*
- (e) *The ten (10) daily hours of work for the Cook, as described in paragraphs 3(b), (c) and (d) above, shall be scheduled between the hours of 6:00 a.m. and 7:00 p.m. each day. Since it is **recognized** by the parties that the Cook will be required to work split **shifts** on Monday through Saturday, inclusive, in order to properly prepare and serve three (3) meals, the Cook shall receive a split shift premium of one dollar (\$1 .00) for each regular and all overtime hours worked on Monday through Saturday.*
- (f) *The parties acknowledge that the Cook may prepare supper on Sunday during the working periods set out in paragraph 2(b) above. The Cook shall be compensated at the rate of double time (2 T) for **all** hours worked on Sunday.*
- (g) *On the travel days of each working period as indicated in paragraph 2(f) above, the Cook shall be provided with minimum compensation equivalent to eight (8) regular hours salary. Notwithstanding paragraph 3(c) above, the Cook will only be paid overtime compensation on these travel days if the combined travel time and actual hours of work exceed eight (8) hours.*
- (h) *If work is required, the Employer shall determine the applicable season and working periods for 1991 and for any subsequent years, and shall provide reasonable advance notice to the applicable Cook who will be working on Herschel Island in these years. Paragraphs 3(b) to (g) above, inclusive, shall be applicable to the Cook working on Herschel Island in 1991 and any subsequent years.*

LETTER OF UNDERSTANDING "J"

YUKON BONUS RATES, ARTICLES 33 AND 54

The parties agree that Yukon Bonus rates claimable for employees whose qualifying date falls between January 1, 1994 and December 31, 1994 inclusive shall be those in effect on December 31, 1992.

It is further agreed that this Letter of Understanding becomes null and void at midnight on December 31, 1994.

LETTER OF UNDERSTANDING "K"

PERFORMANCE INCREMENTS. ARTICLES 17.11 AND 54.01

*The parties agree that **all** employees who would otherwise be entitled, shall not be entitled to nor receive any performance salary increments for the period of January 1, 1994 to December 31, 1994.*

Regular Employees:

*Regular employees **shall** not be entitled to receive a performance salary increment until their subsequent date of entitlement in accordance with **Article 17**.*

Auxiliary Employees:

*Auxiliary employees **shall** not be entitled to receive a performance salary increment until their subsequent date of entitlement in accordance with Article **54.01**. For the purposes of article **54.0 1(c)(1)(i)** or article **54.0 1 (c)(Z)(i)**, time worked between January 1, 1994 to December 31, 1994 inclusive **shall** not be considered in the calculation of the subsequent date of entitlement for performance **salary** increments.*

*It is further agreed that this Letter of Understanding becomes **null** and void at midnight on December 31, 1994.*