

**ARTICLE 36****CLOTHING AND PROTECTIVE EQUIPMENT**

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

**Clothing Allowance**

- (a) A regular employee in an eligible position as of September 1<sup>st</sup>, who has not previously received a clothing allowance, will be entitled to a clothing allowance of **three hundred dollars (\$300)** on September 1<sup>st</sup> to help defray the cost of purchasing insulated clothing. Thereafter, the regular employee will be paid the clothing allowance bi-annually on September 1<sup>st</sup>, providing his/her service is continuous and he/she continues to occupy an eligible position.
- (b) A seasonal employee who is actively employed in an eligible position on a continuous basis for three (3) consecutive calendar months between November 1<sup>st</sup> and March 31<sup>st</sup>, who has not previously received a clothing allowance, will be entitled to receive a clothing allowance of **one hundred-fifty dollars (\$150)** upon completion of the three months' employment to help defray the cost of purchasing insulated clothing. Thereafter, the seasonal employee will be paid the clothing allowance bi-annually no earlier than the date of the initial allowance entitlement, provided he/she has been actively employed in an eligible position on a continuous basis for three (3) consecutive calendar months between November 1<sup>st</sup> and March 31<sup>st</sup> preceding the date of his/her entitlement.
- (c) The clothing allowance will be paid to eligible employees in accordance with Article 17.03.
- (d) To be eligible for a clothing allowance to help defray the cost of purchasing insulated clothing, the duties of a position must require the employee to spend a portion of his/her time out of doors and subject the employee's parka to wear and tear beyond what would occur during normal use unrelated to the specific duties of the position.
- (e) Prior to September 1<sup>st</sup> of each year, the Employer will provide the Union with a list of the positions which received a clothing allowance in the past year. The parties will discuss the list at Joint Consultation and shall, by mutual agreement, determine positions which should continue on the list, be added to the list, or deleted from the list, based upon the current requirements of the positions.
- (f) Where the parties cannot agree on the contents of the list in e), the previous year's list shall continue to be in effect. In cases of disagreement, either party may refer the matter to an adjudicator appointed by the Yukon Public Service Staff Relations Board for mediation and/or a binding determination of the unresolved matters.
- (g) When a regular employee who is entitled to a clothing allowance on September 1<sup>st</sup> resigns prior to October 15 of the eligibility year, and the employee has already received his/her clothing allowance for that year, the employer shall recover the allowance from any monies owing.

**Safety Footwear Allowance**

- 36.02 a) Regular employees who are required to wear safety footwear as prescribed under the Occupational Health and Safety Act will receive a \$100 boot allowance on April 1<sup>st</sup> of each year.
- b) Seasonal employees who are required to wear safety footwear as prescribed under the Occupational Health & Safety Act will receive a \$100 boot allowance within four (4) weeks of commencement of work in their position, and thereafter on an annual basis, when recalled from off-duty status, within four (4) weeks of recall to active employment.

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

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

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

**ARTICLE 37****DAMAGE TO PERSONAL PROPERTY**

- 37.01 (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, and 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 38****COMMUNITY ALLOWANCE**

- 38.01 (1) (a) An employee whose headquarters area (area in which the position is established) is Carcross or Tagish shall receive an annual community allowance of **six hundred and fifty dollars (\$650.00)**.
- (b) An employee whose headquarters area is Haines Junction or Teslin shall receive an annual community allowance of **one thousand one hundred and ten dollars (\$1,110)**.

- 38.01 (1) (c) An employee whose headquarters area is Carmacks, Watson Lake, or Destruction Bay shall receive an annual community allowance of **one thousand, seven hundred dollars (\$1,700.00)**.
- (d) An employee whose headquarters area is Drury Creek, Swift River, Stewart Crossing, Beaver Creek, Dawson City, Faro, Mayo, Pelly Crossing or Ross River shall receive an annual community allowance of **two thousand two hundred (\$2,200)**.
- (e) An employee whose headquarters area is Old Crow or Herschel Island shall receive an annual community allowance of eight thousand, two hundred dollars (\$8,200.00).
- (2) (a) The community allowance shall be pro-rated for regular part-time employees. Effective January 1, 1991, the community allowance shall be paid on a bi-weekly basis pursuant to Article 17.02.
- (b) Auxiliary employees shall be provided their outstanding community allowance at the following times:
- (i) Earned as of the last completed pay period before March 31 and September 30 of each year. (Every reasonable effort will be made by the Employer to provide the allowance on the second scheduled pay day after March 31 and September 30 respectively.)
  - (ii) At the time of permanent release under Article 54.01.
  - (iii) In the case of seasonal employees only, at the time of temporary release under Article 54.02 or of commencement of off-duty status pursuant to Article 54.03.
- (c) Subject to Article 38.02, the outstanding community allowance shall be paid to an auxiliary employee on a pro-rata basis calculated by dividing the total number of regular hours worked by the employee during the periods from April 1 to September 30 and from October 1 to March 31 (or the appropriate portion thereof if paragraph (b)(ii) or (iii) above is applicable) by the total number of regular working hours in the same respective periods which would be required to be worked by a full-time employee in the same classification.

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

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

**A highways worker who works in the remote camps of Eagle, Ogilvie, Klondike, Tutchitua, Blanchard or Fraser shall be paid a premium payment of \$.60 for all regular hours worked while in the camps to compensate for travel.**

**ARTICLE 39**

**CASH GRATUITY**

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

- 39.01 Regardless of any other benefits payable, if a regular employee dies, there shall be paid to 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 40**

**EXTENDED HEALTH CARE AND LONG TERM DISABILITY**

- 40.01 (a) The Employer will pay eighty-five percent (85%) of employee Extended Health Care and Long Term Disability premiums for a regular or seasonal employee who is eligible to receive such coverage. (Change of premium share to take effect June 01, 2007.
- (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 54.02, or is on off-duty status under Article 54.03. 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.
- 40.02 (a) In regard to the Plans listed in Article 40.01, all benefit plan coverages, terms, conditions and specific eligibility requirements shall at all times be subject to and governed by the actual terms and conditions of the Plans provided by the carrier(s), as may be amended from time-to-time by the carrier(s).
- (b) Provided that the Employer fulfils its responsibility to pay its share of the premiums for the applicable benefit coverage, the Employer cannot be held responsible or liable for the rejection of any claim by the carrier(s).
- (c) The following provision is provided for information purposes only for the employees covered by the Disability Insurance and the Extended Health Care Plan.

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

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

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

**ARTICLE 41****DENTAL CARE PROGRAM**

- 41.01 (a) The Employer will pay eighty-five percent (85%) of the cost of the premiums of the Dental Care Plan for a regular or seasonal employee who is eligible to receive such coverage.
- (b) A seasonal employee who is entitled to receive the Dental Care Plan coverage under this Article shall be required to pay 100% of the cost of the premiums for such coverage during any period that the employee has been temporarily released pursuant to Article 54.02 or is on off-duty status under Article 54.03. 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.
- 41.02 (a) All Dental Care Plan coverage, terms, conditions and specific eligibility requirements shall at all times be subject to and governed by the actual terms and conditions of the Plan provided by the carrier.
- (b) Provided that the Employer fulfils its responsibility to pay its share of the premiums for the Dental Care Plan coverage, the Employer cannot be held responsible or liable for the rejection of any claim by the carrier.
- (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.
- 41.03 Effective April 1, 2005, the orthodontic lifetime maximum under the dental plan is increased to \$2,500. Effective April 1, 2006, the orthodontic lifetime maximum is increased to \$3,000.

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

(Note: Refer to Article 53.09 for the applicable provisions for seasonal employees.)

- 42.01 (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 follows:

**Employee's Headquarters Area**

Carcross and Tagish  
Teslin  
Carmacks  
Haines Junction  
All Others

**Travel Bonus Credits**

One and one-half (1½)  
days per quarter (3  
months)  
Two (2) days per quarter  
(3 months)

- 42.01 (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.
- 42.02 (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 43**

#### **DEFERRED SALARY LEAVE PLAN**

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

### **ARTICLE 44**

#### **PART-TIME EMPLOYEES**

44.01 **Pay**

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

- (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.

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

- (a) Hours of work for regular part-time Licensed Practical Nurses and Nursing Home Attendants and Recovery Unit Attendants shall be scheduled so that:
  - (i) in every nine (9) day period, employees work three (3) consecutive days followed by six (6) consecutive days of rest; or
  - (ii) in every six (6) day period, employees work two (2) consecutive days followed by four (4) consecutive days of rest; or
  - (iii) in every seven (7) day period, employees work two (2) consecutive days followed by five (5) 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 ( $\frac{1}{2}$ ) hour.
- (b) Notwithstanding (a) above, employees on strength as of October 23, 1998 will not be required by the Employer to change their current shift pattern.
- (c) Employees hired after October 23, 1998 may be assigned to any of the shift patterns delineated in (a) above, subject to the understanding that once assigned paragraph (b) will apply.

#### 44.03 Hours of work for regular part-time Compliance Officers (formerly known as Weigh Station Officers) 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 ( $\frac{1}{2}$ ) hour.

Notwithstanding Clause 15.23, the Employer shall make every reasonable effort to provide a regular part-time employee with advance notice of an alteration in an employee's working schedule.

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

#### 44.05 **Overtime**

- (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.

- 44.05 (a) (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 ( $1\frac{1}{2}T$ ) for the first four (4) hours and double time ( $2T$ ) thereafter. It is understood that the seasonal part-time employee may refuse to work any additional time beyond 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 employee's regular daily and weekly hours of work would be averaged over a specified period of time shall be entitled to receive overtime compensation when he/she is authorized in advance by the Employer to work in excess of thirty-seven and one-half ( $37\frac{1}{2}$ ) regular hours per week or in excess of seven and one-half ( $7\frac{1}{2}$ ) regular hours per day.
- (c) (i) Regular part-time Education Consultants, Speech and Language Pathologists, Occupational Therapists, Physiotherapists, part-time Gadzoosdaa staff, and part-time employees engaged in the provision of clerical and secretarial support in the schools may, in lieu of receiving payment for working extra hours, elect to bank the equivalent as time off with pay to be liquidated by the employee during school breaks or holidays and Professional Development days, subject to operational requirements.
- (ii) In order to be eligible to bank extra hours as compensatory leave, the employee must agree to bank the time in lieu of payment prior to working the extra hours. Prior to taking vacation leave during the periods outlined in article 44.05(c) (i), leave earned under this article shall be utilized. Any outstanding compensatory leave earned under this article, but unused shall be paid out in accordance with article 16.06(d). Article 16.06(e) shall not apply to extra hours.

44.06 **Designated Paid Holiday**

- (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 regular 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 regular hours worked per day over the two (2) week period immediately preceding a designated paid holiday.

## 44.06 (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.

44.07 **Call-back Pay**

(a) A regular part-time or seasonal part-time Licensed Practical Nurse, Nursing Home Attendant, Recovery Unit Attendant or Compliance 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 44.05(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 18.01(1), provided the employee has worked the same number of hours and the same number of consecutive days as a full-time employee in the same classification.

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

(a) **Notwithstanding article 44.05, a regular part-time employee is entitled to receive overtime compensation, in accordance with article 16, when an employee has been authorized in advance by the Employer to work in excess of 12 hours on a daily basis, or in excess of a full-time employee's schedule where the schedule of work is calculated on other than a seven (7) day weekly basis, and/or when work is authorized in advance in excess of the same number of consecutive working days of the full-time employee. It is understood that the regular part-time employee may refuse to work any additional time beyond his/her schedule.**

(b) Notwithstanding article 44.07, a regular part-time employee is entitled to receive call-back pay in accordance with article 18.01(1) (a) on a day where the part-time employee would be eligible to receive overtime pay pursuant to (a) above, provided the employee has worked at least twelve (12) hours on each of the preceding four (4) days in the biweekly pay period.

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

44.09 **Vacation Leave**

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

#### 44.10 **Sick and Special Leave Credits**

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

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

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

#### 44.12 **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 44.12(c) shall be deemed to form part of the collective agreement as a result of legislated changes imposed by the Yukon Government.
- (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.

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

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

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

#### 44.14 **General**

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

**ARTICLE 45****APPRENTICES**

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

- (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.
- (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%

- 45.01 (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.

45.02 **Heavy Equipment Operator Trainees**

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

- (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**

Upon appointment to entry level	85%
Upon appointment to intermediate level	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 46****COMPETITION APPEAL PROCESS**

- 46.01 (a) Vacancies in the bargaining unit for a regular indeterminate or regular term position 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.

- (b) There shall be no conflict of interest between members of the selection panel and applicants for the competition. At a minimum, the Chairperson of the selection panel must have taken and successfully completed the selection skills course conducted by the Public Service Commission.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) The arbitrator shall have jurisdiction to decide whether the Employer has properly assessed the appellant's qualifications and whether the Employer has properly conducted the competition to assess fairly the relative merits of the appellant vis-à-vis those of the successful candidate. If he/she determines that it was not, then the arbitrator may direct that any portion of or the entire competition be redone. 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.

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

46.02 This appeal process will not apply to any appointment of target-group members made under the auspices of the Employment Equity Program, nor to the appointment of employees requiring accommodation as directed by the Yukon Human Rights Commission in accordance with the Yukon Human Rights Act.

46.03 When the Public Service Commission proposes an appointment without competition and an employee feels his or her promotional opportunities have been prejudicially affected he or she may appeal provided the appeal is brought forward by the union to the Director, Corporate Human Resource Services. Such an appeal will be referred directly to expedited arbitration as described in this Article.

The arbitrator shall have jurisdiction to decide whether the Employer has properly assessed the appellant's qualifications and whether the Employer has properly conducted the competition to assess fairly the relative merits of the appellant vis-à-vis those of the proposed candidate. If he/she determines that it has not, then the arbitrator may direct the Employer to withdraw the proposed appointment without competition. Subject to Article 46.02, 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 staffed.

46.04 When an appeal is commenced pursuant to Article 46.01 (b) or 46.03 above, the appellant may attend the appeal hearing without loss of regular pay. All other costs of presenting the appellant's case to the arbitrator will be borne by the Union.

46.05 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.

46.06 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.

**ARTICLE 47****PUBLIC SERVICE COMMISSION COURSES**

- 47.01 (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 delivered to all employees;
  - (ii) the Quarterly will mention the upcoming P.S.C. courses;
  - (iii) the Employer will post the list of P.S.C. courses in the Quarterly on its bulletin boards; or electronic bulletin boards where readily available to employees; 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.
- (d) Subject to bona fide operational requirements an employee's request to attend a Public Service Commission course shall not be unreasonably denied. If denied, the employee shall be entitled, on request, to be apprised of the reasons for the denial.

**ARTICLE 48****CAREER DEVELOPMENT**

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

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

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

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

## **ARTICLE 49**

### **TECHNOLOGICAL CHANGE**

- 49.01 In this Article, "technological change" shall mean:
- (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:
- (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.
- 49.02 (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.

## **ARTICLE 50**

### **REGISTRATION OF REGISTERED NURSES AND LICENSING FEES FOR LICENSED PRACTICAL NURSES**

- 50.01 (1) An employee appointed to a position designated by the Employer as requiring a registered nurse must be registered with the 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.

- 50.01 (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 an 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 employee is a registered member.
- (4) **When it becomes due and payable, the Employer shall pay the annual territorial licensing fee to employees who are licensed practical nurses.**

#### ARTICLE 51

#### MILEAGE AND MEAL ALLOWANCES

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

#### ARTICLE 52

#### RIGHT TO REFUSE TO CROSS A LEGAL PICKET LINE

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

**ARTICLE 53****AUXILIARY EMPLOYEES****53.01 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.
- (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.

- 53.01 (b) (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.
- (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;

- 53.01 (c) (3) (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)(1) 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.
- (g) The Employer will provide a space on the performance review document for the employee to make written comments pertaining to his/her assessment.
- 53.02 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 53.01(c)(1) or (2), remain unchanged.

53.03 **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 54.01(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 54.01(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.

- 53.03 (3) In the case of an auxiliary employee who is permanently released pursuant to Article 54.01(5) for a second or subsequent time, the amount of severance pay shall be four (4) days pay for each completed 1950 regular hours of work of continuous employment, less any period in respect of which he/she was granted severance pay, but the total amount of severance pay which may be paid under this clause shall not exceed one hundred and sixteen (116) days pay.
- (4) In no case shall the total amount of severance pay exceed one hundred and twenty (120) days pay, regardless of the number of times an auxiliary employee is permanently released pursuant to Article 54.01(5).
- (5) **Resignation:**  
 Subject to paragraph (6) below, an auxiliary employee who has worked 9750 or more regular hours of work of continuous employment is entitled to be paid on resignation from the Public Service severance pay equal to two (2) days pay for each completed 1950 regular hours of work of continuous employment to a maximum of fifty-six (56) days pay, less any period in respect of which he/she was granted severance pay.
- (6) **Retirement:**  
 On termination of employment, except for termination for just cause, an auxiliary employee who is entitled to an immediate annuity or an immediate annual allowance under the Public Service Superannuation Act shall be paid severance pay equal to four (4) days pay for each completed 1950 regular hours of work of continuous employment, less any period in respect of which he/she was granted severance pay.
- (7) **Rejection on Probation:**  
 On rejection on probation from a different position during his/her continuous employment than the one to which an auxiliary employee was initially appointed, when the auxiliary employee has worked more than 1950 regular hours of work of continuous employment and ceases to be employed by reason of rejection during a probationary period, the employee shall be entitled to four (4) days pay for each completed 1950 regular hours of work of continuous employment with a maximum of one hundred and sixteen (116) days pay.
- (8) Notwithstanding the above provisions, a full-time employee who takes a part-time position within two (2) years of his/her retirement date shall receive full-time severance on retirement for that period.

53.04 **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 (15<sup>th</sup>) 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.

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

(2) Auxiliary employees shall be provided their vacation pay entitlement on a biweekly basis in accordance with article 17.02.

(3) (a) As of April 1st of each year, an on-call employee shall be entitled to the following leave of absence without pay for vacation purposes to be taken during the fiscal year:

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

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

- 53.04 (5) On permanent release as defined in Article 54.01, an auxiliary employee or his/her Estate shall be paid for any vacation pay outstanding.

53.05 **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.
    - (c) The four (4) days special leave credits shall be available to be used by the seasonal employee only in the circumstances stipulated in Article 24.02.
    - (d) Article 24.04 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 54.07(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 an hour, the parties agree that any fraction of 0.5 or less shall be rounded downwards, while any fraction greater than 0.5 shall be rounded upwards.

53.06 **Sick Leave**

- (1) The following provisions dealing with sick leave entitlement shall be applicable only 53.05to seasonal employees, with the exception of Article 53.06(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.

- 53.06 (2) (b) A seasonal employee shall be credited with the following sick leave credits based on the employee's specific period of seasonal employment (pursuant to Article 54.07(1)(b)):

<u>Length of Seasonal Employment</u>	<u>Amount of Sick Leave Credits</u>
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More than three (3) months up to six (6) continuous months	three (3) days
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More than six (6) months but less than ten (10) continuous months	six (6) days
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- (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 54.02, or commencement of off-duty status under Article 54.03, 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 twelve (12) month period prior to the leave being applied for" shall be replaced with "in the twelve (12) month period prior to the date in the current season on which the leave is applied for".
- (g) The Employer may require 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.
- (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 54.01.
- (iii) The words ""in the twelve (12) month period prior to the leave being applied for" in Article 25.02(5) shall be replaced with "in the twelve (12) month period prior to the date in the current season on which the leave is applied for."
- (iv) The words "in excess of five (5) years" in Article 25.04(2) shall be replaced with "in excess of eight (8) years".

- 53.06 (3) (b) (v) The words "terminated", "termination" and "terminates" in Articles 25.04(2) and (4) shall be replaced with "permanently released", "his/her permanent release" and "permanently releases" respectively, as defined in Article 54.01.

53.07 **Yukon Bonus**

- (1) Effective January 1, 1995, articles 53.07(1)- 53.07(2) shall be deemed to form part of the collective agreement as a result of legislated changes imposed by the Yukon Government
- (2) There shall be a Yukon Bonus travel benefit of **\$2,242** from which income tax may or may not be deducted, at the employee's option.
- (3) 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).
- (4) 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).
- (5) (Intentionally left blank)
- (6) 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).
- (7) 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.

**Effective January 1, 2008**

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

53.08 **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.

53.09 **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:

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

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

### 53.10 **Injury On-Duty Leave**

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

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

## **ARTICLE 54**

### **RELEASE OF AUXILIARY EMPLOYEES**

#### 54.01 **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 116 of the Public Service Act, as may be amended from time-to-time; or
- (5) he/she has not actively worked for the Employer in his/her auxiliary position for a period of twelve (12) months.

#### 54.02 **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 organization of the department.

#### 54.03 **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.

**54.04 Preference for Recall**

- (1) Article 54.04 shall only apply to seasonal employees who have been temporarily released pursuant to Article 54.02 or who are on off-duty status under Article 54.03.
- (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 54.01, 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 54.01, unless the employee has a reasonable excuse which shall be communicated to the Employer, in advance whenever possible.

**54.05 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.

**54.06 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 53.04.

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.

**54.07 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 54.02 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 53.04; 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 53.04.
- (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.

- 54.07 (4) (b) 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 54.02 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 55**

### **PREMIUM PAYMENT TO ON-CALL EMPLOYEES**

- 55.01 (1) An on-call employee shall be paid one dollar and fifty cents (\$1.50) per regular hour worked in lieu of all health and welfare benefits and leave entitlements otherwise provided to seasonal employees.
- (2) On-call employees shall be provided their outstanding health and welfare premium under paragraph (1) above at the following times:
- (a) Earned as of the last completed pay period before March 31 and September 30 of each year. (Every reasonable effort will be made by the Employer to provide the premium on the second scheduled pay day after March 31 and September 30 respectively.)
- (b) At the time of permanent release under Article 54.01.

## **ARTICLE 56**

### **CHANGE IN EMPLOYMENT STATUS**

- 56.01 (1) In the event that an auxiliary employee is appointed to a regular position in the bargaining unit without any break in 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.

- 56.01 (2) (c) **Notwithstanding (b) above, an employee who changes from regular to auxiliary status shall have any vacation, long service vacation, compensatory leave and/or travel bonus credits earned but unused during the employee's regular employment paid out to the employee at the employee's hourly rate of pay prior to making the change in employment status.**

**ARTICLE 57**

**RE-OPENER OF AGREEMENT**

57.01 This Agreement may be amended by mutual written consent.

**ARTICLE 58**

**DURATION AND RENEWAL**

58.01 This collective agreement will be renewed for the term **January 1, 2010 to December 31, 2012**. The date of ratification by the parties is **May 17, 2010**.

**Members of the Bargaining Teams:**

**Yukon Government**

Megan Slobodin  
Anne Kinsey-Jansen  
Janis Gutta  
Diane Stewart  
Robert Magnuson

**PSAC Bargaining Team**

Laurie Butterworth  
Loralee Kesler  
Steve Geick  
Jack Bourassa  
Anthony Thomas  
Kathryn Burns  
Julie Docherty  
Nancy Debreceni