

**LETTERS OF UNDERSTANDING**

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**LETTER OF UNDERSTANDING "A"****PILOT PROGRAM – SPECIAL LEAVE**

During the life of the 2010 - 2012 collective agreement, the Special Leave provisions of the collective agreement at articles 24.02, 24.03 and 24.05 shall be suspended. In their place, the following provisions shall apply:

1. Employees with accrued special leave may use their accruals when personal needs or circumstances prevent the employee from performing the employee's regular duties. Each employee is expected to use their special leave responsibly and with a view toward promoting the best accommodation of work requirements with personal requirements. Special leave may be used for reasons beyond those listed in the suspended article 24.02. Employees are expected to manage their use of special leave by anticipating and planning for their own needs.
2. In no case will the employer advance special leave to employees who have run out of, or not yet accrued, sufficient leave for their needs.
3. Special leave is not intended to supplement the use of sick, vacation or long service leave, or to be used to facilitate an absence where another more appropriate leave provision is available.
4. Special leave should be requested by the employee in advance of the need giving rise to the absence from work, but consideration will be given to granting leave after the fact where it was not possible to provide notice.

**LETTER OF UNDERSTANDING "B"****RE: STAFF ACCOMMODATION**

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 a 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.

**LETTER OF UNDERSTANDING "C"****RE: HEAVY EQUIPMENT OPERATOR TRAINING PROGRAM**

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

**LETTER OF UNDERSTANDING "D"****RE: DAYLIGHT SAVING TIME**

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

**LETTER OF UNDERSTANDING "E"**

**MAINTENANCE OF MEDICARE PREMIUM COST SHARING**

Pursuant to our negotiations of November 19, 2002, the parties have agreed to correct the title of Article 40 to reflect the correct names for the "benefit programs". In making the correction, the parties have deleted the work "Medicare." However, the parties have agreed that should Medicare premiums be reintroduced to the Yukon, the Employer will pay ninety percent (90%) of the cost of the employee medicare, as found in the 2000-2002 collective agreement

**LETTER OF UNDERSTANDING "F"**

**COMMUNITY RETENTION ALLOWANCE FOR  
REGIONAL SOCIAL WORKERS**

In recognition of the market forces affecting the retention of regular indeterminate Regional Social Workers in the communities, the parties agree as follows:

Effective January 1, 2010 a Regional Social Worker whose substantive position is in a Yukon community outside of Whitehorse, who is providing services in a community outside of Whitehorse, and who has completed two years of continuous service in a Regional Social Worker position, shall be eligible to receive a retention allowance in amount of \$2,000 per year at the completion of years two and three of continuous service. At the end of the fourth and subsequent years of continuous service a Regional Social Worker shall receive an allowance of \$4,000 per year.

A regular part-time Regional Social Worker shall earn the allowance in proportion to the average number of regular hours (as defined in Article 44.14 (b)) worked per week in relation to a full-time employee in the same classification as specified in Article 15.

This allowance (less statutory deductions) will be paid out once per year in one lump sum payment on the employee's qualifying date.

This Letter of Understanding, and the Community Retention Allowance for Regional Social Workers shall terminate on the expiry of the collective agreement.

**LETTER OF UNDERSTANDING "G"**

**EXTENDED HEALTH CARE PLAN**

The parties agree that under the Extended Health Care Plan, the Employer will continue to provide insurance coverage as enjoyed by members of the bargaining unit as at December 2<sup>nd</sup>, 1997, for the purposes of dental, disability, and extended medical and supplementary death benefits. Further, the Employer agrees that no changes to these benefits provided to employees pursuant to Articles 40 and 41, as of December 2<sup>nd</sup>, 1997, will occur without the prior written agreement of the Union Representative on the Joint Management Committee.

## LETTER OF UNDERSTANDING "H"

### WILDLAND FIRE EMPLOYEES – EXPORT TRAVEL

#### Wild Land Fire Employees – Export Travel

Notwithstanding the provisions of Article 18.09, the following applies to Wild Land Fire Employees who, under of the provisions of the Canadian Interagency Forest Fire Centre (CIFFC) Mutual Aid and Resource Sharing (MARS) or the Northwest Compact Agreements, are selected for an export assignment and are required to travel outside of the Yukon.

An employee shall be compensated for time spent in travel by commercial or charter aircraft, bus, or by government vehicle when required, from the employee's base to the Export point of departure, and from the Export point of departure to the fire-fighting destination.

#### 1. Travel-No work

On a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.

#### 2. Travel and Work Combined Does Not Exceed Daily Hours of Work

On a normal working day on which the employee travels and works, and the combined period of travel and work does not exceed his or her regularly scheduled working hours, the employee shall be paid his or her regular pay for the day.

#### 3. Travel and Work Combined Exceeds Daily Hours of Work

On a normal working day on which the employee travels and works, and the combined period of travel and work exceeds his or her regularly scheduled working hours, the employee shall be paid his or her regular pay for the day plus an additional payment for the excess hours at the applicable overtime rate which additional payment shall not exceed the equivalent of twelve (12) hours of pay at the employee's straight time rate of pay.

#### 4. Travel on Day of Rest or Designated Paid Holiday

On a day of rest or on a designated paid holiday on which the employee travels but does not work, the employee shall be paid at the applicable overtime rate for the hours spent traveling to a maximum of the daily straight time hours assigned to his or her class of employment in any one day.

#### 5. Travel and Work on Day of Rest or Designated Paid Holiday

On a day of rest or on a designated paid holiday on which the employee travels and works, the employee shall be paid at the applicable overtime rate for all hours worked and shall be paid at the applicable overtime rate for the hours spent traveling to a maximum of the daily straight time hours assigned to his or her class of employment in any one day.

**LETTER OF UNDERSTANDING "I"**

**VIOLENCE IN THE WORKPLACE**

- (1) The parties recognize that it is in the best interests of all concerned to work toward ensuring a safe environment, which is free from violence and threat of violence. To this end, the Union and Employer shall continue to cooperate in the promotion of safe working conditions.
- (2) The Union and the Employer agree to continue their efforts in establishing, implementing and maintaining effective measures for violence prevention and protection from violence.
- (3) The employer considers any act of violence on work property or at work-sponsored activities to be a threat to the workplace and to the safety of its employees, and shall take appropriate action pursuant to the provisions of the *Public Service Act*.

**LETTER OF UNDERSTANDING "J"**

**BARGAINING UNIT FIRST LINE SUPERVISORS AND MANAGERS  
INVOLVED IN THE GRIEVANCE PROCESS**

The parties agreed during negotiations for renewal of the 2000-2002 collective agreement to a new grievance procedure. The new grievance procedure will/may involve front-line supervisors or managers who are members of the bargaining unit in the capacity of 'problem-solvers' at the first level. The parties agree that first-line supervisors or managers acting in this capacity are not dealing formally on behalf of the employer with respect to the administration of the grievance procedure, pursuant to the *Yukon Public Service Staff Relations Act*, and their involvement does not serve as the basis for the employer to seek exclusion of those positions from the bargaining unit.

**LETTER OF UNDERSTANDING "K"**

**ON-CALL AND TERM POSITIONS**

Notwithstanding articles 54.01 (5) and 15.10(3), in the event an auxiliary on call employee is appointed to a term position in the same department as their auxiliary on-call position for a term between six (6) and twelve (12) months without any break in continuous service, the employee shall not be required to resign his/her auxiliary on call position. At the conclusion of the term appointment, the employee shall be entitled to return to his/her auxiliary on-call position and:

- (a) no unused sick or special leave earned while employed as a term employee shall be carried back into their auxiliary on call employment, but shall be restored to the employee in the event that the employee is subsequently appointed without a break in service to a regular or seasonal position (article 53.06 (2) (c) and (d) shall not apply to restored sick leave); and
- (b) any vacation, long service vacation, compensatory leave and/or travel bonus credits earned but unused during the term employment shall be paid out to the employee on completion of the term appointment at the employee's hourly rate of pay on expiry of the term position.

For clarity, hours worked during the period employed in the term position will not count toward any probationary period in the auxiliary on-call position.

If the employee is extended in their term employment beyond 12 months, the employee will be deemed to have resigned his/her auxiliary on call position unless the parties agree otherwise prior to the extension.

**LETTER OF UNDERSTANDING “L”**

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**LETTER OF UNDERSTANDING “M”**

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**LETTER OF UNDERSTANDING “N”**

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**LETTER OF UNDERSTANDING “O”**

**REGISTERED NURSES’ MARKET ADJUSTMENT ALLOWANCE**

In recognition of the market forces affecting the recruitment and retention of registered nurses, the parties have agreed as follows.

Effective January 1, 2003, Registered Nurses who are regular and auxiliary employees performing nursing duties as a significant portion of their work responsibilities and who hold a Bachelors or Masters degree in Nursing from a recognized post secondary educational institution, will receive a Registered Nurses’ Market Adjustment Allowance on the following basis:

Diploma Registered Nurse	)	
Registered Nurse possessing a BScN	)	\$875 per year
Registered Nurse possessing an MScN	)	\$1,200 per year

An eligible registered nurse shall only receive one allowance based on the highest education level achieved. The employee shall provide the Employer with a copy of the appropriate degree.

The allowance shall be calculated on a fiscal year basis (April 1 to March 31) and paid on a bi-weekly basis in accordance with Article 17.02. A regular part-time employee shall earn Registered Nurses’ Market Adjustment Allowance in proportion to the average number of regular hours (as defined in Article 44.14(b)) worked per week in relation to a full-time employee in the same classification as specified in Article 15.

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

This Letter of Understanding and the Registered Nurses’ Market Adjustment Allowance shall terminate on expiry of the collective agreement.

**LETTER OF UNDERSTANDING "O -1"**

**RN RETENTION ALLOWANCE AND COMMUNITY NURSE  
PRACTITIONER RECRUITMENT AND RETENTION ALLOWANCE**

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

**A. REGISTERED NURSES RETENTION ALLOWANCE**

Effective on the dates specified below, all Registered Nurses will be eligible for a retention allowance of up to three-thousand dollars (\$3,000.00) per annum. Registered Nurses are those employees appointed to positions designated by the Employer as requiring a registered nurse and who must be registered with the Yukon Registered Nurses Association, and who either perform nursing duties as a significant portion of their work responsibilities or directly supervise Registered Nurses who perform nursing duties as a significant portion of their work responsibilities.

**B. PRIMARY HEALTH CARE NURSE RECRUITMENT/RETENTION ALLOWANCE**

**Effective on the dates specified below, those Registered Nurses employed as a Primary Health Care Nurse in Charge or a Primary Health Care Nurse whose headquarters area is outside the City of Whitehorse will be eligible for an allowance of up to three-thousand dollars (\$3,000.00) per annum, in addition to the Registered Nurses retention allowance.**

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

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

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

Eligible nurses who are employed on an auxiliary on-call basis will be paid, at the end of each eligible year or at the end of their last work assignment during an eligible year, an allowance that is pro-rated in proportion to the number of regular hours worked in relation to a full-time employee in the same classification.

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

**LETTER OF UNDERSTANDING “P”**

**HOURS OF WORK - REGISTERED NURSE FLOAT POSITIONS**  
**WHITEHORSE CONTINUING CARE**

**Average Hours of Work – Registered Nurse Float Positions (Whitehorse Continuing Care)**

In view of operational requirements, hours of work for regular RN float positions 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;
- (ii) work an average of 8 (eight) hours or 12 (twelve) hours per day, inclusive of the meal break;
- (iii) be entitled to overtime compensation at the rate of time and one-half (1½T) for the first four hours and double time (2T) thereafter when the employee has been authorized in advance by the employer to work:
  - 1. In excess of the normal daily hours of work required to be performed by a full-time employee in the same classification, provided s/he has worked a full shift; or
  - 2. In excess of eight (8) or twelve (12) continuous hours when those hours are not part of a regular shift as defined in 15.10 (2)(ii); or
  - 3. In excess of:
    - ◆ 6on/3off working eight (8) hour shifts
    - ◆ 4on/5off working twelve (12) hour shifts
    - ◆ 5on/2off working any combination of eight (8) hour and twelve (12) hour shifts up to forty-eight (48) hours. Any combination of eight (8) hour and twelve (12) hour shifts in a five-day period, which exceeds 48 hours, will attract overtime rates.
  - 4. Any hours an employee works in advance of working a full regular shift will also count towards calculating the overtime threshold during the full shift, provided that at least four (4) hours have not elapsed between the hours worked and the commencement of the full shift; or
  - 5. Hours of work authorized in excess of one hundred and fifty (150) regular hours of work, in the twenty-eight (28) calendar day period.
- (iv) Designated holidays, which fall within the twenty-eight (28) calendar day period, shall be subtracted from the total of one hundred and fifty (150) hours; and
- (v) Two consecutive days of rest.

**LETTER OF UNDERSTANDING “Q”**

**COMMUNITY NURSE RETENTION ALLOWANCE**

In recognition of the market forces affecting the retention of indeterminate nurses, the parties agree as follows:

Effective January 1, 2010 a **nurse** whose substantive position is in a Yukon Community outside of Whitehorse and who is providing services in a community outside of Whitehorse and who has completed two years of continuous service, shall be eligible to receive a retention allowance in amount of \$2,000 per year at the completion of years two and three of continuous service. At the end of the fourth and subsequent years of continuous service a **nurse** shall receive an allowance of \$4,000 per year.

A regular part-time **nurse** shall earn the allowance in proportion to the average number of regular hours (as defined in Article 44.14 (b)) worked per week in relation to a full-time employee in the same classification as specified in Article 15.

This allowance will be paid out in a lump sum payment (less statutory deductions) once per year on the qualifying date.

**This Letter of Understanding and the Community Nurse Retention Allowance shall terminate on expiry of the collective agreement.**

**LETTER OF UNDERSTANDING “R”**

**PILOT PROGRAM**  
**Full-time Reinforcements**

This Letter of Understanding is established to create full-time Reinforcement Positions in identified worksites. The purpose of creating Reinforcement positions is to decrease excessive hours of work for auxiliary on call employees and provide a fixed number of current auxiliary on call employees with guaranteed full-time hours of work. Employees in Reinforcement positions shall continue to be governed by the provisions of the collective agreement pertaining to auxiliary on call employees, and they shall also benefit from the following articles for the provision of leave and benefits:

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

Articles 53.04 and 55.01 shall not apply to Reinforcement workers. Reinforcement workers shall participate in the Superannuation Plan.

The positions that are eligible for the Pilot Program are the following:

- Youth Service Worker (1)
- Case Manager (1)
- Residential Care Worker (4)
- Nursing Home Attendant (3)
- Corrections Officer (8)

Primary Care Paramedic (4)

Critical Care Positions (4)

Custodian (4) 

TOTAL: 29

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

The terms and conditions of the pilot program are as follows:

1. A Reinforcement worker shall be scheduled to work the full-time equivalent of their job classification (1950 or 2080 hours, as the case may be).
2. A Reinforcement worker must be scheduled to work for 150 hours or 160 hours, as the case may be, in every four week period, but the scheduling and location of such work shall be entirely at the discretion of the employer.
3. A Reinforcement worker shall be given at least 18 hours notice of impending or changed shifts and work location, and must make themselves available for such work, as required by the employer.
4. A Reinforcement worker shall be paid overtime in accordance with article 16.10 of the collective agreement. **However, in the case of auxiliaries whose hours are averaged on the same basis as those of full-time employees, the threshold for calculating overtime shall be the same as that for the full-time employees.**
5. Regularly scheduled shifts may not exceed twelve hours **or fourteen hours for Critical Care positions.** A Reinforcement worker shall be given a minimum of two consecutive days off in every fourteen day period.
6. Staffing of Reinforcement positions shall be by competition, **initially** limited to the existing pool of auxiliary on call employees. Successful candidates shall be removed from the rotational roster applicable to auxiliary on call employees in the position for which he/she is hired. **If there are no applicants from the internal competition, the employer may recruit for the Reinforcement positions through open competition after giving the Union a reasonable opportunity to consult with their auxiliary pool members.**
7. The Pilot Program shall be reviewed and assessed every 6 months by the existing On Call Hours of Work Committee, and the union shall be provided with current statistics listing the number of hours worked by auxiliary on call employees, by name and job title, on a quarterly basis.
8. The Pilot Program may be cancelled, in whole or in part, by either party by serving 3 months notice in writing of their desire to do so. In the event of a cancellation, Reinforcement workers shall be returned to the auxiliary pool applicable to their job at the expiration of the 3 month notice period. Annual or comp leave earned but unused shall be paid out to the employees at that time.
9. The provisions of article 56.01 shall apply to Reinforcement workers.

**LETTER OF UNDERSTANDING “S”**

**USE OF AUXILIARY ON-CALL EMPLOYEES**

The parties agree that there should be a continuing monitoring of the use of Auxiliary On-call employees by the parties.

The parties will agree on the review period and monitor the use of Auxiliary On-call employees in that period through the “Joint Consultation committee”. The committee will be provided with the required information, subject to legislated limitations, to make a determination that an Auxiliary On-call employee is being utilized as per Article 2.01 (g) (iii) (2).

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

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

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

**LETTER OF UNDERSTANDING “T”**

**JOINT COMMITTEE RE: 12-HOUR SHIFT EMPLOYEES**

The parties agree to establish a Joint Committee to meet during the term of the collective agreement to discuss Hours of Work issues regarding “12 Hour Shift Employees. Each party may be represented by two persons. The Committee shall endeavour to make recommendations to the parties on shift scheduling arrangements for all categories of employees working 12-hour shifts. Such recommendations shall be non-binding unless the parties otherwise mutually agree in writing.

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

**LETTER OF UNDERSTANDING “U”**

**FISH AND WILDLIFE STAFF; CONSERVATION STAFF;  
PARK INTERPRETIVE STAFF**

(excluding Administrative Assistant and Office Manager)

1. **“This Letter of Understanding shall terminate on December 31, 2012, or sooner upon three (3) months written notice from either party to the other. Upon such termination, the provisions of Article 15.19 or article 15.21, as appropriate, will again apply.**

In view of operational requirements, hours of work may be scheduled so that, over a period of twenty-eight (28) consecutive calendar days, the employee shall:

- (i) work an average of thirty-seven and one-half (37½) hours per week, Monday through Sunday; and
- (ii) work an average of seven and one-half (7 ½) hours per day, exclusive of a meal period.

With respect to regular and seasonal employees that are on 28 day schedule:

- a) hours worked in excess of 150 in the 28 day period when directed/authorized by employer (overtime hours) will be paid at 1½T, or can be banked and liquidated as compensatory leave;
- b) hours worked in excess of 150 in the 28 day period when initiated by employee, who must notify the employer in advance of working it, will be paid at straight time, or can be banked and liquidated as compensatory leave;
- c) hours worked in excess of the threshold in (b) above may not exceed 4.5 hours on a daily basis, and must be in accordance with a pre-approved management plan;
- d) combined amount of banked overtime and banked "flex hours" cannot exceed 150 hours;
- e) call outs are not included in the 150 hours;
- f) employees must report banked "flex hours" on monthly basis.
- g) employees who accrue the majority of their banked hours (both "flex hours" and overtime) in the summer, must liquidate the banked hours by the following May 31;
- h) Employees who accrue the majority of their banked hours (both "flex hours" and overtime) in the fall/winter, must liquidate the banked hours by the following October 31<sup>st</sup>.

Banked overtime hours that are not liquidated as leave by the dates set out in (g) and (h) above shall be paid out at the rate they were accrued. Banked flex hours must be taken as leave, however if the leave cannot be granted due to operational requirements, they will be paid out. During the two (2) months prior to the duties set out in (g) and (h) above, the employer may require the employee to take the leave, provided adequate notice is given (2 weeks).

### LETTER OF UNDERSTANDING "V"

#### PAY INCREASES

The following pay increases shall take effect in the **January 1, 2010 to December 31, 2012** collective agreement:

- Effective January 1, 2010 2%**
- Effective January 1, 2011 2.25%**
- Effective January 1, 2012 2.25%**