

ARTICLE 14

PROVISIONS OF BULLETIN BOARD SPACE

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

ARTICLE 15

HOURS OF WORK

- 15.01 Except as otherwise provided in this Agreement, hours of work shall be scheduled so that regular full-time employees and seasonal full-time employees work thirty-seven and one-half (37½) hours from Monday to Friday inclusive and seven and one-half (7½) consecutive hours per day, exclusive of a meal period.
- 15.02 (1) (a) Hours of work for those employees shown in Appendix "A" and "B" of this Agreement shall be scheduled so that regular full-time and seasonal full-time employees work forty (40) hours per week and eight (8) consecutive hours per day exclusive or inclusive of a meal period as indicated in the appropriate Appendix.
- (b) Hours of work for those employees shown in Appendix "C" and "D" of this Agreement shall be scheduled so that regular full-time and seasonal full-time employees work forty (40) hours per week and eight (8) hours per day exclusive or inclusive of a meal period as indicated in the appropriate Appendix.

- 15.02 (2) Hours of work for those employees shown in Appendix "E" of this Agreement shall be scheduled so that regular full-time and seasonal full-time employees work thirty-seven and one-half (37½) hours per week and seven and one-half (7 ½) hours per day exclusive of a meal period.
- (3) **Days of Rest - Liquor Store Employees** The Employer shall provide two (2) consecutive days of rest per week for liquor store regular employees employed at all liquor stores except Whitehorse. Whitehorse liquor store regular employees shall receive two (2) consecutive days of rest per week except between December 1 to December 31 and the week during which year-end inventory occurs. During these periods the Employer will make every reasonable effort to continue to provide regular employees with two (2) consecutive days of rest per week.
- (4) The Employer agrees that the regular workday of an employee shall not be scheduled on a split shift basis without the prior written agreement of the Alliance.

15.03 **Normal Work Schedule**

- (a) A regular employee's working schedule will not be altered unless he/she has been given a minimum of seven (7) working days advance notice of the alteration. Where the Employer fails to give a regular employee seven (7) working days advance notice of an alteration in his/her normal work schedule, the Employer shall pay the employee at the rate of time and one-half (1½T) for all regular hours worked on the first day or shift worked following receipt of the notice of the change. Subsequent days or shifts worked on the revised hours shall be paid for at straight-time, subject to the overtime provisions of this Agreement.
- (b) The Employer will maintain a written record of the advance notice being provided to a regular employee under paragraph (a) above, which record shall be accessible to employees. The written record shall only be used for the purpose of confirming when the notice was given in the case of a dispute raised by the regular employee of having received such notice.
- (c) Paragraphs (a) and (b) shall apply to seasonal full-time employees.

15.04 **Compressed Work Week**

- (1) Article 15.04 shall apply only to regular full-time employees and to seasonal full-time employees
- (2) Notwithstanding the provisions of this Article in respect of normally scheduled hours of work:
- (a) upon request of the bargaining agent, representing a group of employees in a particular work area; and
- (b) when the Deputy Minister or his or her designate responsible for the program in that area concurs that the requirements of the program can be met;

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

- 15.04 (2) (c) in nine days; or
 (d) in eight days;

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

- (3) When the provisions of Article 15.04(2) are applied, the manager of the work area must approve the schedule of hours for every employee but, subject only to operational requirements, an employee may choose to work the normally scheduled hours, or the revised schedule established according to his/her preference.
- (4) Notwithstanding variations in the scheduled hours of work, approved pursuant to Article 15.04 (2), the implementation of any variation in hours shall not result in any additional overtime work, or additional payments by reason only of such variation, nor shall it be deemed to prevent the restoration of normally scheduled hours where, in the view of the Employer, operational requirements cannot be met under the varied schedule.
- (5) Where the scheduled hours of work are varied pursuant to Article 15.04(2), an employee included in the varied schedule shall be entitled to days of rest on such days as are not scheduled as a normal working day for him/her.

The provisions of the Agreement that require variation in order to satisfy the conditions of Article 15.04(4) will be agreed upon prior to implementation.

15.05 **Flex Time**

Article 15.05 shall apply only to full-time regular and seasonal employees whose hours of work are governed by article 15.01 and 15.02.

- (1) Where the employer and employee agree, start and finish times of any employee may be varied on a daily basis. Such variation shall not trigger application of article 15.03.
- (2) Variations in the scheduled hours of work approved pursuant to (1) above shall not result in additional overtime or other payments to an employee by reason only of such variation.

15.06 **Shift Work**

- (1) The Employer will make every reasonable effort:
- (a) Not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift; and
- (b) To avoid excessive fluctuation in hours of work.
- (2) An employee shall not work more than two (2) consecutive shifts.

15.06 **Shift Exchanges**

- (3) (a) Provided sufficient advance notice is given in writing, and with the approval of the Employer, regular and seasonal employees may exchange shifts if there is no increase in cost to the Employer.
- (b) Paragraph (a) above shall be applicable to an on-call employee who is advised in advance of a pay period of the hours that he/she will be scheduled to work in the same position for the upcoming pay period.

Rotating Shift Work

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

15.07 **Averaging Hours Arrangements**

There may be times where it is in the best interest of the parties and operationally supported to have a work schedule that differs from that indicated in Article 15.01 or 15.02. In those cases the appropriate party will notify the other of the need for such an arrangement. No such arrangement of averaging hours shall take place unless there is mutual agreement. When average hours of work arrangements are agreed to there will not be any increase in the overtime pay/statutory holiday pay obligations above what would normally be incurred but for the averaging hours of work arrangement.

Subject to the provisions below the parties will develop a work schedule in a format that meets the needs of the parties.

The employer and the union may agree to average the employee's hours of work over a period of four weeks or more.

An averaging hours arrangement must be of at least three (3) months duration unless otherwise agreed by the parties, and:

- (1) Be in writing;
- (2) Be signed by the employer and the Union before the start date provided in the arrangement;
- (3) Specify the number of weeks over which the arrangement applies;
- (4) Specify the work schedule for each day covered by the arrangement;
- (5) Specify the start date for the arrangement;
- (6) Be posted or distributed electronically prior to the start date of the specified arrangement.
- (7) Provide that the work schedule is posted or distributed electronically fourteen days prior to the start of the schedule;

- 15.07
- (8) Include an annual review to ensure the hours are meeting the needs of the parties in relation to operational requirements;
 - (9) Provide for the following hours of work for the employee(s):
 - (a) 37.5 hours or 40 hours (depending on if the employee(s) work(s) 7.5 or 8 hours per day) if the arrangement specifies a one week period less designated holidays which fall within the period and which are subtracted from the total number of hours for the period;
 - (b) 75 or 80 hours (depending on if the employee(s) work(s) 7.5 or 8 hours per day), if the arrangement specifies a two week period less designated holidays which fall within the period and which are subtracted from the total number of hours for the period;
 - (9) (c) 112.5 hours or 120 hours (depending on if the employee(s) work 7.5 or 8 hours per day) if the arrangement specifies a three week period less designated holidays which fall within the period and which are subtracted from the total number of hours for the period; and
 - (d) 150 hours or 160 hours (depending on if the employee(s) work(s) 7.5 or 8 hours per day) if the arrangement specifies a four-week period less designated holidays which fall within the period and which are subtracted from the total number of hours for the period.
 - (10) For purposes of calculating average weekly hours for an employee(s):
 - (a) only the first twelve hours worked by the employee in each day are counted, no matter how long the employee works on any day of the week, and
 - (b) the time the employee works beyond the scheduled hours and for which the employee is paid as per the overtime provisions of Article 16 of the Collective Agreement, is excluded.
 - (11) If the schedule specified in the average hours arrangement is for:
 - (a) one week, the employer must ensure the employee receives two consecutive days of rest;
 - (b) two weeks, the employer must ensure the employee receives four days of rest and which is in periods of not less than two consecutive days;
 - (c) three weeks, the employer must ensure the employee receives six days of rest and which is in periods of not less than two consecutive days; and
 - (d) four weeks, the employer must ensure the employee receives eight days of rest and which is in periods of not less than two consecutive days.
 - (12) For the purposes of 11 (a) – (d), a week shall mean any period of seven (7) consecutive days as agreed to by the parties.

- 15.07 (13) Pay shall be at overtime rates as per the applicable overtime provisions of Article 16 of the Collective Agreement if the employee:
- (a) works more than the scheduled hours per day;
 - (b) works more than twelve hours on a scheduled day of work;
 - (c) works on a scheduled day of rest; and
 - (d) works more than the scheduled number of hours for the averaging period.

15.08 **Heavy Equipment Operator Shifts**

- (a) Notwithstanding other provisions of this Article, during extreme dry road and weather conditions during the months of May to August, the Employer may alter the time of commencement and termination of regular H.E. Operators' shifts on any regularly scheduled day of work for the purpose of watering and blading the road surface, by giving the employee not less than twenty-four (24) hours advance notice of change.
- (b) Where a regular Operator's shift is altered in accordance with paragraph (a) above, the employee shall be paid at overtime rates for the first shift worked following receipt of notice of the change.
- (c) Paragraphs (a) and (b) shall apply to seasonal full-time employees.

15.09 **No Guarantee**

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

15.10 **Hours of Work - On-Call Employees**

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

(1) **Hours of Work**

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

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

(2) **Notice**

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

15.10 (3) **Scheduling**

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

15.11 (a) **Rest Periods**

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

(b) **Meal Breaks**

The Employer shall schedule a lunch period or a meal break as close as possible to the mid-point of an employee's shift. The duration of the lunch or meal break may vary between classes but shall not be less than one-half (½) hour duration. The Employer agrees that, except by prior agreement with the Alliance, the duration of the meal break will not be altered for any employee following the date of the signing of this Agreement.

(c) **Paid Meals**

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

(d) **Wash Up Time**

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

15.12 Hours of Work - Employees at the Whitehorse Corrections Centre

(1) **Corrections Officers on Shift Rotation**

Hours of work for regular full-time and seasonal full-time Corrections Officers employed at the Whitehorse Corrections Centre shall be scheduled so that:

- (a) In every twenty-four (24) day period, employees work four (4) consecutive 12-hour days followed by four (4) consecutive days of rest, followed by four (4) consecutive 12-hour days of work followed by four (4) consecutive days of rest, followed by four (4) consecutive 8-hour days of work followed by four (4) consecutive days of rest.
- (b) In addition to (1)(a) above, and in lieu of one (1) day of rest in a twelve (12) month period, one (1) 12-hour regular work day shall be scheduled for the purposes of training with a minimum of fourteen (14) days' notice.
- (c) Eight (8) hour shifts shall be inclusive of one (1) paid half hour meal period, and twelve (12) hour shifts shall be inclusive of two (2) paid half hour meals periods.

15.12 (2) **Senior Corrections Officers on Shift Rotation**

Hours of work for regular full-time Senior Corrections Officers shall be scheduled so that:

- (a) In every eight (8) day period, employees work four (4) 11.25 hour days followed by four (4) days of rest.
- (b) All shifts shall be exclusive of a paid meal break of one half (½) hour.

(3) **Cooks**

Hours of work for regular full-time and seasonal full-time cooks (Corrections) including the Food Service Manager, shall be scheduled so that:

- (a) In every eight (8) day period, employees work four (4) consecutive days followed by four (4) consecutive days of rest;
- (b) On a daily basis, employees work eleven and a half (11 ½) hours on weekdays inclusive of a paid meal period of one half (½) hour, and nine (9) hours on brunch days (weekends and statutory holidays) inclusive of a paid meal period of one half (½) hour.

(4) **Administrative Staff**

Hours of work for employees whose primary duties are administrative shall be governed by Article 15.01.

(5) **All Other Employees Not on Shift Rotation**

Except as otherwise provided in this agreement, hours of work for all other regular full-time and seasonal full-time employees who are assigned in functions that do not require rotating shifts, including work crew supervisors or program delivery officers, shall be scheduled so that either:

- (a) In every seven (7) day period, employees work five (5) consecutive 7.5 hour days followed by two (2) consecutive days of rest, or
- (b) In every eight (8) day period, employee work four (4) 10.75 hour days followed by four (4) days of rest.
- (c) All shifts shall be inclusive of a paid meal break of one half (½) hour.

(6) **Part-time nurses may be scheduled to work weekends and statutory holidays.**

15.13 **Hours of Work - Compliance Employees (Highways & Public Works)**

(1) Hours of work for regular full-time and seasonal full-time Compliance employees and Assistant Manager, Compliance Station whose headquarters area is outside of Whitehorse shall be scheduled so that:

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

- 15.13 (2) Hours of work for regular full-time and seasonal full-time Compliance employees and Assistant Manager, Compliance Station whose headquarters area is Whitehorse, shall be scheduled so that:
- (a) In every twenty-one (21) day period, employees work seven (7) consecutive days followed by three (3) consecutive days of rest, followed by seven (7) consecutive days of work followed by four (4) consecutive days of rest.
 - (b) On a daily basis, employees work eight (8) hours inclusive of a paid meal period of one-half ($\frac{1}{2}$) hour.

15.14 **Hours of Work - Continuing Care Facilities**

- (1) Hours of Work for regular **full time** and seasonal full time Domestic Aides and Maintenance Persons shall be scheduled so that:
 - a) Employees work forty hours from Monday to Friday inclusive and 8 consecutive hours per day exclusive of a meal break.
 - b) Part-time maintenance person(s) will be scheduled to work weekends.
 - c) Part-time domestic aides will be scheduled to work weekends.
- (2) Hours of Work for regular **full time** and seasonal full time therapy **assistants and recreation therapists** shall be scheduled so that employees work thirty-seven and one-half ($37 \frac{1}{2}$) hours from **Monday to Sunday**, and seven and one-half ($7 \frac{1}{2}$) consecutive hours per day, exclusive of a meal period.

Copper Ridge

- (3) Hours of Work for regular full time Registered Nurses and Nursing Home Attendants assigned to Seniors Units shall be scheduled so that:
 - a) In every nine (9) day period, employees work four (4) consecutive days followed by five (5) consecutive days of rest;
 - b) On a daily basis, employees work twelve (12) hours inclusive of two (2) paid meal periods of one-half ($\frac{1}{2}$) hour each, scheduled as close as possible to the completion of the first third and second third points of the shift;
 - (c) On call employees shall be entitled to receive overtime compensation as per article 16.10 (b).
- (4) Hours of Work for Regular Full Time Licensed Practical Nurses assigned to Seniors Units or assigned to **Complex** Care shall be scheduled so that:
 - a) In every nine (9) day period, employees work four (4) consecutive days followed by five (5) consecutive days of rest;
 - b) On a daily basis, employees work twelve (12) hours inclusive of two (2) paid meal periods of one-half ($\frac{1}{2}$) hour each, scheduled as close as possible to the completion of the first third and second third points of the shift;
 - c) On call employees shall be entitled to receive overtime compensation as per article 16.10(b).

- 15.14 (5) Hours of Work for Regular Full Time Registered Nurses (RN's), Licensed Practical Nurse's (LPN's), and Nursing Home Attendants (NHA's) assigned to the Special Care Unit shall be scheduled so that:
- a) In every six (6) day period employees work four (4) consecutive days followed by two (2) consecutive days of rest;
 - b) On a daily basis, employees work eight (8) consecutive hours inclusive of a paid meal break of one-half (½) hour; **or**
 - c) **In every nine (9) day period, employees work four (4) consecutive days followed by five (5) consecutive days of rest;**
 - d) **On a daily basis, employees work twelve (12) hours inclusive of two (2) paid meal periods of one-half (½) hour each, scheduled as close as possible to the completion of the first third and second third points of the shift; and**
 - e) on call employees shall be entitled to receive overtime compensation as per article 16.10(b).
- (6) Hours of Work for Regular Full Time Registered Nurses (RN's), assigned to the Children and Adults Unit shall be scheduled so that:
- a) In every nine (9) day period employees work six (6) consecutive days followed by three (3) consecutive days of rest;
 - b) On a daily basis, employees work eight (8) consecutive hours inclusive of a paid meal break of one-half (½) hour.
 - c) On call employees shall be entitled to receive overtime compensation as per article 16.10(b) and 16.10 (d) (1).
- (7) Hours of Work for Licensed Practical Nurses (LPN's) and Nursing Home Attendants (NHAs') assigned to the Children and Adults Unit shall be scheduled so that:
- (a) In every nine (9) day period employees work six (6) consecutive days followed by three (3) consecutive days of rest;
 - (a) On a daily basis, employees work eight (8) consecutive hours inclusive of a paid meal break of one-half (½) hour; and
 - (b) On-call employees shall be entitled to receive overtime compensation as per article 16.10 (b).
- OR
- (c) In every nine (9) day period, employees work for four (4) consecutive days followed by five (5) consecutive days of rest;
 - (d) On a daily basis, employees work twelve (12) hours inclusive of two (2) paid meal periods of one-half (½) hour each, scheduled as close as possible to the completion of the first third and second third points of the shift; and
 - (e) On-call employees shall be entitled to receive overtime compensation as per article 16.10 (b) and 16.10 (d) (i).

- 15.14 (8) Hours of Work for Regular Full Time Registered Nurses (RN's), Nursing Home Attendants (NHA's), assigned to **Complex** Care shall be scheduled so that:
- a) In every nine (9) day period employees work six (6) consecutive days followed by three (3) consecutive days of rest;
 - b) On a daily basis, employees work eight (8) consecutive hours inclusive of a paid meal break of one-half ($\frac{1}{2}$) hour; **or**
 - (c) In every nine (9) day period, employees work four (4) consecutive days followed by five (5) consecutive days of rest;**
 - (d) On a daily basis, employees work twelve (12) hours inclusive of two (2) paid meal periods of one-half ($\frac{1}{2}$) hour each, scheduled as close as possible to the completion of the first third and second third points of the shift; and**
 - (e) On call employees shall be entitled to receive overtime compensation as per article 16.10(b) and 16.10 (d) (1).
- (9) It has been agreed to by the parties that hours of work for regular part-time Licensed Practical Nurses and Nursing Home Attendants within Continuing Care will not necessarily fall within the language in 44.02 (a) (i) (ii) (iii) and/or (iv).
- (10) Effective May, 2002 all nursing personnel (RN, LPN & NHA) within Continuing Care are considered to be 7.5 hour per day and 75 hour bi-weekly employees. Nursing personnel who work eight (8) hour shifts (inclusive of the meal period) and/or twelve (12) hour shifts (inclusive of two $\frac{1}{2}$ hour meal breaks) must have leave from the workplace such as vacation, sick, special and long service leave decremented from leave accruals at 7.5 hours and eleven (11) hours respectively.
- (11) (a) **Effective July 4, 2005 the employer may recruit and schedule one (1) regular Administrative Clerk, Copper Ridge Place, to work thirty-seven and one-half ($37\frac{1}{2}$) hours from Tuesday to Saturday inclusive and seven and one-half ($7\frac{1}{2}$) consecutive hours per day, exclusive of a meal period.**
- (b) **Effective July 4, 2005 the employer may recruit and schedule one (1) regular part-time Administrative Clerk, Copper Ridge Place, to work seven and one-half ($7\frac{1}{2}$) consecutive hours on Sunday and Monday, exclusive of a meal period.**
- (12) **Notwithstanding the above, the employer may, subject to operational requirements, schedule an individual shift that falls outside the specified hours of work stipulated in this article, but in no circumstances shall the deviation in regular hours of work extend beyond 60 calendar days.**
- (13) **Where the employer demonstrates the existence of an operational need that requires the establishment of a shift which deviates from the regular hours of work on an ongoing basis, such deviation shall only be implemented with the approval of the Union. Such approval shall be unreasonably denied.**

15.15 (1) **Food Services in Whitehorse Continuing Care**

- (a) Hours of work for regular full-time and seasonal full-time Cooks and **Dietary Aides** in the Whitehorse Continuing Care facilities may be scheduled as follows:
 - (i) in every nine (9) day period, employees work six (6) consecutive days followed by three (3) consecutive days of rest; or
 - (ii) in every six (6) day period, employees work four (4) consecutive days followed by two (2) consecutive days of rest; or
 - (iii) in every seven (7) day period, employees work five (5) consecutive days followed by two (2) consecutive days of rest;
 - (iv) in each of the above, on a daily basis, employees work eight (8) hours inclusive of a paid meal period of one-half ($\frac{1}{2}$) hour.
- (b) Notwithstanding (a) above, employees on strength as of April 10, 1989 will not be required by the Employer to change their current shift pattern.
- (c) Employees hired after April 10, 1989 may be assigned to any of the shift patterns delineated in (a) above, subject to the understanding that once assigned paragraph (b) will apply.

(2) **McDonald Lodge**

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

15.15 (3) **Thomson Centre**

- (a) Hours of work for regular full-time Registered Nurses, Licensed Practical Nurses, and Nursing Home Attendants assigned to the Extended care Unit at the Thomson Centre shall be scheduled so that:
- (i) in every forty-two (42) day period, employees work twenty-one (21) shifts;
 - (ii) no more than four (4) consecutive regular days will be worked;
 - (iii) no less than two (2) consecutive days of rest will be scheduled;
 - (iv) on a daily basis, employees work ten (10) hours and forty (40) minutes exclusive of meal periods;
 - (v) within the consecutive regular days in (ii) above, employees shall be scheduled to work exclusively day, evening or graveyard shifts, except by prior written agreement between the employees and the supervisor;
 - (vi) the employer shall schedule two (2) unpaid meal breaks of forty (40) minutes duration for full-time employees. Such breaks shall be scheduled so that they occur as close as possible to the first and the second third point of the shift;
 - (vii) where practical, schedules will not be finalized without prior consultation with employees.
- (b) For the purposes of vacation, long service, special and sick leave accruals, employees who receive pay for at least seven (7) shifts in a calendar month, shall earn leave in the same proportions as outlined in Article 23.02(1), 23.02(3)(a), 24.01 and 25.01(1) respectively; however a day for the purposes of calculating earned leave credits or paying designated paid holidays as per Article 20.01(1) shall be considered to be seven and one-half (7 ½) hours.
- (c) Hours of work for regular full-time Registered Nurses, Licensed Practical Nurses and Nursing Home Attendants assigned to the Special Care Unit at the Thomson Centre shall be scheduled so that:
- (i) in every six (6) day period, employees work four (4) consecutive days followed by two (2) consecutive days of rest;
 - (ii) on a daily basis, employees work eight (8) hours inclusive of a paid meal break of one-half (½) hour.
 - (iii) while assigned to the Special Care Unit, regular employees shall earn leave in accordance with Articles 23.02(1), 23.02(3) (a), 24.01(1) and 25.01(1).

(4) **Macaulay Lodge**

Hours of work for regular full-time and seasonal full-time Registered Nurses, Licensed Practical Nurses and Nursing Home Attendants shall be scheduled so that:

- 15.15 (4)**
- (a)** In every nine (9) day period, employees work four (4) consecutive days followed by five (5) consecutive days of rest; and
 - (b)** On a daily basis, employees work twelve (12) hours inclusive of two (2) paid meal periods of one-half ($\frac{1}{2}$) hour each, scheduled as close as possible to the completion of the first third and the second third points of the shift; or
 - (c)**
 - (i) in every nine (9) day period, employees work six (6) consecutive days followed by three (3) consecutive days of rest; or
 - (ii) in every six (6) day period, employees work four (4) consecutive days followed by two (2) consecutive days of rest; or
 - (iii) in every seven (7) day period, employees work five (5) consecutive days followed by two (2) consecutive days of rest;
 - (iv) in each of the above, on a daily basis, employees work eight (8) hours inclusive of a paid meal period of one-half ($\frac{1}{2}$) hour.
 - (d)** Notwithstanding (a) **or** (c) above, employees on strength as of April 10, 1989 will not be required by the Employer to change their current shift pattern.
 - (e)** Employees hired after April 10, 1989 may be assigned to any of the shift patterns delineated in (a) **or** (c) above, subject to the understanding that once assigned paragraph (d) will apply.

15.16 Hours of Work - Watson Lake Hospital

- (a)** Hours of work for regular part-time and seasonal part-time cook and custodian/housekeeper shall be scheduled so that:
 - (i) employees work seven and one-half ($7\frac{1}{2}$) consecutive hours per day, on Saturdays, Sundays and designated paid holidays as identified in Article 20.01(1), exclusive of a paid meal period of one-half ($\frac{1}{2}$) hour.
- (b)** Hours of work for regular full-time General Duty Nurses shall be scheduled so that:
 - (i) In every forty-two (42) day period, employees work twenty (20) shifts.
 - (ii) Employees work no more than four (4) consecutive days followed by no fewer than two (2) consecutive days of rest, and on a daily basis work eleven and one-quarter ($11\frac{1}{4}$) hours exclusive of two (2) unpaid meal periods of one-half ($\frac{1}{2}$) hour each scheduled as closely as possible to the end of the first third and second third of the shift.
- (i) For the purposes of vacation, long service, special and sick leave accruals, employees who receive pay for at least seven (7) shifts in a calendar month, shall earn leave in the same proportions as outlined in Articles 23.02(1), 23.02(3)(a), 24.01(1) and 25.01(1) respectively; however a day for the purposes of calculating earned leave credits or paying designated paid holidays as per Article 20.01(1) shall be considered to be seven and one-half ($7\frac{1}{2}$) hours.

15.17

Hours of Work for Recovery Unit Attendants, Licensed Practical Nurses (Alcohol and Drug Services), Residential Attendants (Shelter), Youth Service Workers, Youth Service Worker – Team Leader and Cook Supervisor and Part-time Assistant Cook (Young Offenders Facility)

(1) Recovery Unit Attendants and Residential Attendants (Shelter)

Hours of work for regular full-time and seasonal full-time Recovery Unit Attendants and Residential Attendants (Shelter) shall be scheduled so that

- (a) In every nine (9) day period, employees work six (6) consecutive days followed by three (3) consecutive days of rest.
- (b) On a daily basis, employees work eight (8) hours inclusive of a paid meal period of one-half ($\frac{1}{2}$) hour.

(2) Youth Service Workers and Residential Careworkers

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

- (a) In every nine (9) day period, employees work four (4) consecutive days followed by five (5) days of rest;
- (b) On a daily basis, employees work twelve (12) hours inclusive of two (2) paid meal periods of one-half ($\frac{1}{2}$) hour each, scheduled as close as possible to the completion of the first third and second third points of the shift;
- (c) For the purpose of vacation, long service leave, special and sick leave accruals, regular employees who receive pay for at least seven (7) shifts in a calendar month, shall earn leave in the same proportions as outlined in articles 23.02(1), 23.02(3)(a), 24.01(1) and 25.01(1); however a day for the purpose of calculating earned credits or paying designated paid holidays as per Article 20.01 shall be considered to be eight (8) hours.
- (d) On call employees shall be entitled to receive overtime compensation according to article 16.10(d)(1) or (2);
- (e) Part-time Residential Careworkers may be scheduled to work weekends and statutory holidays.

(2) Cooks - Shelter

- (a) Hours of work for regular full-time and seasonal full-time employees shall be scheduled so that :
 - (i) employees work forty (40) hours Monday to Friday inclusive, and eight (8) consecutive hours per day, inclusive of a paid meal period of one-half ($\frac{1}{2}$) hour.
- (b) Hours of work for regular part-time and seasonal part-time employees shall normally be scheduled so that:
 - (i) employees work eight (8) hours per day, Saturday, Sunday and designated paid holidays as identified in Article 20.01(1), inclusive of a paid meal break of one-half ($\frac{1}{2}$) hour.

- 15.17 (3) (a) Hours of work for a regular full-time Cook Supervisor shall be scheduled so that:
- (i) in every seven day period, the Cook Supervisor works four (4) consecutive days (Monday – Thursday) followed by three (3) consecutive days of rest;
 - (ii) on a daily basis, employees work ten (10) hours inclusive of a paid meal break of one-half hour;
 - (iii) for the purpose of vacation, long service, special and sick leave accruals, full time employees who receive pay for at least eight (8) shifts in a calendar month, shall earn leave in the same proportions as outlined in Article 23.02(1), 23.02(3)(a), 24.01(1) and 25.01(1) respectively; however, a day for the purposes of calculating earned leave credits and paying designated paid holidays as per Article 20.01(1), shall be considered to be eight (8) hours.
 - (iv) work performed on a designated paid holiday shall be paid as per 20.07.
- (b) Hours of work for a regular part-time Assistant Cook shall be scheduled so that:
- (i) in every seven day period, the Assistant Cook works three (3) consecutive days (Friday - Sunday) followed by four (4) consecutive days of rest;
 - (ii) on a daily basis, the employee works ten (10) hours inclusive of a paid meal break of one-half hour;
 - (iii) for the purpose of vacation, long service, special and sick leave accruals, part-time employees who receive pay for at least five (5) shifts in a calendar month, shall earn leave in the same proportions as outlined in Article 23.02(1), 23.02(3)(a), 24.01(1) and 25.01(1) respectively; however, a day for the purposes of calculating earned leave credits and paying designated paid holidays as per Article 20.01(1), shall be considered to be eight (8) hours.
 - (iv) work performed on a designated paid holiday shall be paid as per 20.07.
- (5) Youth Service Worker - Team Leader
- Hours of work for regular full-time employees shall be scheduled so that:
- (a) In every eight day period, employees work four (4) consecutive days followed by four (4) consecutive days of rest;
 - (b) On a daily basis, employees work ten hours and forty minutes (10.40) inclusive of two (2) paid meal periods of one-half ($\frac{1}{2}$) hour each scheduled as close as possible to the completion of the first third and second third points of the shift;

- 15.17 (5) (c) For purpose of vacation, long service leave, special and sick leave accruals, regular employees who receive pay for at least seven (7) shifts in a calendar month, shall earn leave in the same proportions as outlined in articles 23.02 (1), 23.02 (3) (a), 24.01 (1) and 25.01 (1); however a day for the purpose of calculating earned credits or paying designated paid holidays as per Article 20.01 shall be considered to be eight (8) hours.
- (b) On-call employees shall be entitled to receive overtime compensation according to article 16.10 (d) (1) or (2);
- (6) Regular Full Time Licensed Practical Nurses (Alcohol and Drug Services) shall be scheduled so that:
- a) In every nine (9) day period, employees work four (4) consecutive days followed by five (5) consecutive days of rest;
- b) On a daily basis, employees work twelve (12) hours inclusive of two (2) paid meal periods of one-half ($\frac{1}{2}$) hour each, scheduled as close as possible to the completion of the first third and second third points of the shift;
- c) On call employees shall be entitled to receive overtime compensation as per article 16.10 (b) and (d) (i).

15.18 **Hours of Work - Engineering Technicians, Soil Technicians, Survey Crew Chiefs, Project Inspectors and Junior Project Inspectors**

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

- (1) Between the calendar months of November 1st through to April 30th inclusive, employees work thirty-five (35) hours Monday to Friday inclusive and seven (7) consecutive hours per day, exclusive of a paid meal period.
- (2) Between the calendar months of May 1st through to October 31st inclusive, employees work forty (40) hours Monday to Friday inclusive and eight (8) consecutive hours per day, exclusive of a paid meal period.
- (3) The hourly rate of pay for Engineering Technicians, Soil Technicians, Survey Crew Chiefs, Project Inspectors and Junior Project Inspectors shall be determined by dividing the applicable bi-weekly rate of pay by seventy-five (75) hours.
- (4) For the purpose of earning and using leave credits; a day for full-time seasonal employees shall mean 7.5 hours.

15.19 **Average Hours of Work - Social Workers; Site Planners, Park Planners, Park Technicians, Senior Park Rangers, Park Rangers II, Regional Superintendents (Parks and Outdoor Recreation Branch)**

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

- 15.19 (i) work an average of thirty-seven and one-half (37 ½) hours per week, Monday through Friday; and
- (i) work an average of seven and one-half (7 ½) hours per day, exclusive of a meal period.
- (iii) In view of operational requirements, hours of work for regular and seasonal Social Workers, Site Planners, Park Planners, Senior Park Rangers, Park Technicians, Park Rangers II and Regional Superintendents - Parks and Outdoor Recreation Branch employed on a part-time basis, may be scheduled so that the prescribed hours may be averaged out over a period of twenty-eight (28) consecutive calendar days.

Hours of work authorized in excess of one hundred and fifty (150) hours, in the twenty-eight (28) calendar day period will be compensated at the rate of time and one-half (1 ½T). Designated holidays, which fall within the twenty-eight (28) calendar day period, shall be subtracted from the total of one hundred and fifty (150) hours.

15.20 **Average Hours of Work - Wildlife Technicians, Biologists, Park Rangers, Hunter Education Coordinator, Vegetation Ecologist, Fish & Wildlife Coordinators, Ambulance Inspectors, Fire Inspectors, Deputy Fire Marshal, Liquor Inspectors, Chiefs, Wildlife Research Assistants and Managers**

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

- (i) work an average of thirty-seven and one-half (37 ½) 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.

Hours of work authorized in excess of one hundred and fifty (150) hours, in the twenty-eight (28) calendar day period will be compensated at the rate of time and one-half (1 ½T). Designated holidays which fall within the twenty-eight (28) calendar day period, shall be subtracted from the total of one hundred and fifty (150) hours.

To clarify: Biologist includes biologists of varying titles (e.g. botanist) and includes assistant or senior/junior biologists; Wildlife Technician includes technicians of varying titles (e.g. wildlife harvest technician); Coordinator includes Fish & Wildlife Coordinators of varying titles (e.g. habitat protection coordinator); Manager includes managers of varying titles (e.g. Manager Habitat Protection); Wildlife Research Assistant includes wildlife research assistants of varying titles; Chief includes chiefs of varying titles (e.g. Chief, Fisheries management).

15.21 **Hours of Work - Conservation Education Coordinator**

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

- (1) (a) Between June 15 and September 15, inclusive, for a maximum period of eleven (11) weeks scheduled consecutively, when camps are in operation, employees shall work ten (10) consecutive days followed by four (4) consecutive days of rest;
- (b) Notwithstanding Article 15.21(1)(a) above and Article 15.03, by mutual consent between the employee and the Employer, the employee may vary his/her scheduled days of work and rest between June 15 and September 15, provided that:
 - (i) A 5:2 ratio of days of work to days of rest is maintained; and
 - (ii) No more than fifteen (15) consecutive regular work days and no less than five (5) consecutive regular workdays are scheduled in any one block.
- (2) Between September 16 and June 14, employees shall work according to Article 15.01.
- (3) At all times when the camps are not in operation, employees shall work seven and one-half (7½) consecutive hours per day, exclusive of an unpaid meal period.
- (4) Notwithstanding 15.21(3) above, when the camps are operational and regular seven and one-half (7½) hour shifts have not been scheduled, employees shall receive, in addition to their regular pay, pay for four (4) additional hours at the rate of time and one-half (1½) for each twenty-four (24) hour period assigned to the camp.

15.22 **Hours of Work - Conservation Officers, Manager, Field Operations, Special Services Officer, Manager Enforcement and Compliance, and Environmental Protection Officer**

Hours of work for regular and seasonal Conservation Officers, Manager, Field Operations, Special Services Officer, Manager Enforcement and Compliance and Environmental Protection Officer shall be scheduled so that:

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

- 15.22 (1) (b) Between the calendar months of April 16th through to October 31st, inclusive, Conservation Officers, Manager, Field Operations, Special Services Officer, Manager Enforcement and Compliance, and Environmental Protection Officer work any five (5) consecutive days in a seven (7) day period and a normal work day of seven and one-half (7½) consecutive hours per day, exclusive of a meal period.
- (2) At the option of the Conservation Officer, Manager, Field Operations, Special Services Officer, Manager Enforcement and Compliance or Environmental Protection Officer and by mutual agreement of the Employer, a Conservation Officer, Manager, Field Operations, Special Services Officer, Manager Enforcement and Compliance or Environmental Protection Officer may vary his/her hours of work other than those as specified in Clause 15.13 (1) (a) and (b) above.
- (3) (a) When a Conservation Officer, Manager, Field Operations, Special Services Officer, Manager Enforcement and Compliance or Environmental Protection Officer works on a designated paid holiday he/she shall be paid in accordance with Clause 16.05 of the Collective Agreement; or
- (b) At the employee's option, a lieu day with pay in place of the holiday pay shall be granted the full-time Conservation Officer, the full-time Manager, Field Operations, the full-time Special Services Officer, the full-time Manager Enforcement and Compliance or the full-time Environmental Protection Officer subject to operational requirements at a time convenient to both the full-time Conservation Officer, or the full-time Manager, Field Operations, the full-time Special Services Officer, the full-time Manager Enforcement and Compliance, or the full-time Environmental Protection Officer, and the Employer.
- (4) When a day designated as a holiday under Clause 20.01 falls on a full-time Conservation Officer's, full-time Manager, Field Operations, full-time Special Services Officer's, full-time Manager Enforcement and Compliance or full-time Environmental Protection Officer's day of rest, the holiday shall be moved to the employee's first working day following his/her normally scheduled days of rest.

15.23 **Hours of Work: Ambulance Attendants, Supervisor EMS, Airport Firefighters, and Flight Nurses**

Hours of work for regular full-time Ambulance Attendants, Supervisor EMS, Airport Firefighters, and Flight Nurses shall be scheduled so that:

- (a) In every eight (8) day period, employees work four (4) consecutive days, followed by four (4) consecutive days of rest.
- (b) Ambulance Attendants and Supervisor EMS on a daily basis work two (2) consecutive days of ten (10) consecutive hours per day, followed by two (2) consecutive days of fourteen (14) consecutive hours per day, both inclusive of a paid meal period of one-half (½) hour.
- (c) Airport Firefighters, and Flight Nurses and Ambulance Attendants assigned to the Medivac program work twelve (12) hours per day, inclusive of a paid meal period of one-half (½) hour.

- 15.23 (d) Notwithstanding (a) above, a part-time Flight Nurse or Ambulance Attendant assigned to the Medivac Program shall be scheduled to work three (3) consecutive days followed by six (6) consecutive days of rest.

15.24 **Hours of Work - Campground Development Personnel**

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

15.25 **Hours of Work - Education Consultants**

The following provisions shall apply to regular full-time Education Consultants:

- (1) The regular work day of a full-time Education Consultant shall be seven and one-half (7½) hours, exclusive of a meal period. The regular work week shall be thirty-seven and one-half (37½) hours, Monday through Friday.
- (2) The parties recognize that the Education Consultants are provided with a significant degree of flexibility in scheduling their working hours during the school year. The parties further recognize that the Education Consultants' hours of work will vary during the school year, and that overtime hours of work will be performed by the Education Consultants.
- (3) The Employer acknowledges that the Education Consultant shall be pre-authorized to work sixty (60) hours of overtime in excess or outside of his/her regular daily and weekly hours of work as set out in paragraph (1) above. The Education Consultant shall maintain a written log of these pre-authorized overtime hours of work, which shall indicate the nature of the work performed, the date and time that the work was performed and the duration of the overtime work.
- (4) In regard to the pre-authorized hours of overtime set out in paragraph (3) above, the Education Consultant shall be provided with an additional twelve (12) days leave with regular pay per completed school year in lieu of overtime compensation as provided in the Collective Agreement. The additional twelve (12) days leave shall be earned on the basis of one (1) leave day for each five (5) pre-authorized overtime hours worked pursuant to paragraph (3) above.
- (5) The Education Consultant shall be required to take his/her earned leave under paragraph (4) above during the summer vacation period of the school year.
- (6) Any overtime hours of work performed by the Education Consultant in excess of the sixty (60) pre-authorized hours in paragraph (3) above:
 - (i) must be authorized in advance by the Employer, and
 - (ii) will be compensated for pursuant to Article 16 of the Collective Agreement.

15.26 **Hours of Work - Info Centre Receptionists, Supervisors, and Beringia Centre Staff**

Hours of work for seasonal full-time Info Centre Receptionists, Info Centre supervisors and Beringia Centre interpretative guides and supervisor shall be scheduled so that:

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

15.27 **Hours of Work-Observer/Communicator and Observer/Communicator Supervisor, Old Crow**

Hours of work for regular full-time and seasonal full-time Observer/ Communicators and Observer/Communicator Supervisor in Old Crow shall be scheduled so that:

- (1) (a) In every six (6) day period, employees work four (4) consecutive days, followed by two (2) consecutive days of rest.
- (b) On a daily basis, employees work seven and one-half (7½) consecutive hours inclusive of a paid meal period of one-half (½) hour.
- (2) The parties recognize that under certain circumstances, in a ten (10) day period employees work five (5) consecutive days followed by five (5) consecutive days of rest. On a daily basis employees work ten (10) consecutive hours inclusive of a paid meal period of one-half (½) hour.

15.28 **Hours of Work – Family Support Workers (Whitehorse only), Supported Independent Living Workers, Home Support Workers, Part-time Home Care Nurses, Restorative Community Conference Coordinator and Intensive Support & Supervision Worker (Youth Probation)**

- (i) In view of operational requirements, hours of work for regular and seasonal Family Support Workers (Whitehorse only), **Restorative Community Conference Coordinator, Intensive Support & Supervision Worker (Youth Probation)**, Supported Independent Living Workers and Home Support Workers may be scheduled so that, over a period of twenty-eight (28) consecutive calendar days, employees shall:
 - (a) work an average of thirty-seven, and one-half (37½) hours per week, Monday through **Sunday** (Home Support Workers) (Supported Independent Living Workers and Family Support Workers - Whitehorse), **Restorative Community Conference Coordinator, Intensive Support & Supervision Worker (Youth Probation), Licensed Practical Nurse (LPN – Home Care)**; and
 - (b) work an average of seven and one-half (7½) hours per day, exclusive of a paid meal period.
- (ii) Hours of work for part-time employees may be averaged out over a period of twenty-eight (28) consecutive calendar days, and may be non-consecutive on a daily basis.

- 15.28 (ii) Hours of work authorized in excess of one hundred and fifty (150) hours in the twenty-eight (28) calendar day period will be compensated at the rate of time and one-half (1½). 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.
- (iii) Notwithstanding article 44.05 (a), a part-time employee may not refuse to work any additional time beyond his/her full-time equivalent (FTE) apportionment unless the employee's hours scheduled by the Employer have exceeded ten per cent (10%) of the apportionment.
- (iv) In recognition of the nature of client relationships, article 15.10 (3) shall not apply to on-call auxiliary employees appointed to the positions listed in (i) above. However, the employer shall consider equalization of workload as well as client fit when assigning new clients to the program.
- (v) Part-time Home Care Nurses may be scheduled to work on Saturdays, Sundays and Statutory Holidays.

15.29 **Security Guards**

1. Hours of work for regular full-time Security Guards shall be scheduled so that:
 - (i) In every seven (7) day period, security guards will work five (5) consecutive days followed by two (2) consecutive days of rest; the security guard will be placed on a full 24 hour seven day rotation of days, evenings, midnights and will be provided with a set permanent schedule of days of rest upon hire.
 - (ii) On a daily basis, employees work (8) hours inclusive of a paid meal break of one-half (1/2) hour.
2. The three existing security guards **identified between the parties in the Letter of Understanding signed June 2006** will rotate through three shifts at three month intervals. Each employee would have every third weekend off and the other two weeks each employee would have one day off on the weekend. The three shifts have days off as follows:
 1. Friday/Saturday
 2. Saturday/Sunday
 3. Sunday/Monday

The arrangement for the three existing permanent security guards will cease when they resign.

15.30 **Airport Security Guards**

Hours of work for regular full-time and seasonal full-time Airport Security Guards shall be scheduled so that:

- a) **In every eight-day period, employees work four (4) consecutive days followed by four (4) consecutive days of rest;**
- b) **On a daily basis, employees work 10.75 hours inclusive of a paid meal period;**

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

ARTICLE 16

OVERTIME

- 16.01 (a) Subject to the operational requirements of the service, the Employer shall make every reasonable effort:
- (i) to allocate overtime work on an equitable basis among readily available, qualified employees; and
 - (ii) to give employees who are required to work overtime reasonable advance notice of this requirement;
- but notwithstanding (i) and (ii) above, when there is an emergency, an employee may be required to work overtime on shorter notice than provided in 16.01(a)(ii) above.
- (b) An employee may refuse to work overtime for just cause, and may be required to state the refusal and the cause in writing.
- 16.02 An employee who is required to work overtime shall be paid overtime compensation for each completed fifteen (15) minutes of overtime worked by him/her when:
- (a) The overtime work is authorized in advance by the Employer; and
 - (b) The employee does not control the duration of the overtime work.

16.03 **Regular Working Day**

A regular or seasonal employee shall be compensated for hours of overtime worked on a regular working day at the rate of time and one-half (1 ½T) for the first four (4) hours and double time (2T) thereafter.

16.04 **Days of Rest**

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

- (i) for hours of overtime worked on his/her first day of rest at the rate of time and one-half (1 ½T) for the first four (4) hours and double time (2T) thereafter; and
- (ii) for hours of overtime worked on his/her second or subsequent day of rest at the rate of double time (2T).

16.05 **Designated Paid Holiday**

- (a) A regular or seasonal employee who is required to work on a designated paid holiday shall be compensated for hours worked at the rate of time and one-half (1½T) for the first four (4) hours and double time (2T) thereafter. This is in addition to the holiday pay provided for in Section 20.01(1).

- 16.05 (b) A regular or seasonal employee who is required to work on a designated paid holiday following a day on which he/she worked and received overtime pay in accordance with Article 16.04 or Article 44.05(a) shall be compensated for the hours worked at the rate of double time (2T) for all time worked. This is in addition to the holiday pay provided in Section 20.01(1).
- 16.05 (c) An on-call employee, other than an on-call Ambulance Attendant or Flight Nurse, who is required to work on a designated paid holiday, shall be compensated pursuant to Article 20.10(3) of this Agreement.

16.06 **Compensatory Leave in Lieu of Overtime Payment**

- (a) Notwithstanding the provisions of 16.03, 16.04, 16.05 and 16.08, overtime earned by a regular employee within any pay period may, at the employee's option, be either paid out at the applicable overtime rate or, alternatively, may be banked and liquidated as compensatory leave at the applicable overtime provision.
- (b) The Employer shall grant compensatory leave subject to operational requirements and at a time convenient to both the regular employee and the Employer.
- (c) Compensatory leave earned during a calendar year but not liquidated by March 1st following, will be paid out by the pay day immediately preceding the end of March, at the applicable overtime rate, based upon the regular employee's hourly rate of pay at the time of payout.
- (d) Notwithstanding the provisions of (c) above, Dental Therapists in the Department of Health & Social Services and regular employees of the Department of Education engaged in the provision of clerical support, educational consultant capacity, Gadzooza staff, Speech and Language Consultants and Occupational Therapists and **Physiotherapists (School Programs)** in the Public School System, shall have any outstanding compensatory leave earned during a twelve month period ending June 30th of each year but not liquidated by September 1st following, paid out by the pay day immediately preceding the end of September, at the applicable overtime rate, based upon the regular employee's hourly rate of pay at the time of payout.
- (e) A regular employee may, on one (1) occasion per year between the period March 1 and December 1, elect to have paid out from existing compensatory leave accruals, a maximum of five working days or shifts. Such payment shall be based on the regular employee's hourly rate of pay at the time of payout.
- (f) Subject to the provisions of this article, regular employees may elect to bank as compensatory leave premium payments earned under articles 18.03 (1) and 18.03 (4), to a maximum equivalent of three (3) weeks pay.

16.07 **Meal Allowance**

- (1) Where an employee is required to work three (3) or more hours of overtime immediately prior to or immediately following the completion of his/her scheduled work day, the Employer will provide that employee with a meal allowance of fourteen (\$14.00) dollars.
- (2) Clause 16.07(1) will not apply to an employee who is on authorized travel status or where free meals are provided by the Employer.

- 16.07 (3) "Immediately" as used in Article 16.07(1) above is to be interpreted so as to permit the scheduling of an unpaid meal break of up to and including one (1) hour in duration.
- (4) Notwithstanding paragraph (3) above, Liquor Inspectors will be entitled to a meal allowance when doing night inspections requiring them to work until midnight or later.
- (5) Notwithstanding paragraph (3) above, Highways & Public Works employee(s) who is required to work at an Auction and, as a result of the operational requirements is not provided with a meal break shall receive the meal allowance in 16.07(1).

16.08 **Ambulance Attendants, Supervisor EMS and Flight Nurses Overtime and Work on Designated Paid Holidays**

(a) **Regular Working Day**

- (i) A regular Ambulance Attendant, Supervisor EMS or Flight Nurse shall be compensated for hours of overtime worked on a regular working day at the rate of time and one-half (1½T) for the first four (4) hours and double time (2T) thereafter.

(b) **Days of Rest**

- (i) A regular Ambulance Attendant, Supervisor EMS or Flight Nurse shall be compensated for hours of overtime worked on his/her first and subsequent days of rest pursuant to Article 16.04.
- (ii) An on-call Ambulance Attendant, Supervisor EMS or Flight Nurse shall be compensated for hours of overtime worked in a pay period at the rate of time and one-half (1½T) for the first four (4) hours and double time (2T) thereafter:
- (1) when the on-call employee is advised in advance of a pay period that he/she will be scheduled to work in the same position for the full upcoming pay period, the employee shall be provided overtime compensation on the same basis as would be provided to a regular full-time Ambulance Attendant, Supervisor EMS or Flight Nurse; or
 - (2) in all other circumstances, when the on-call employee works in excess of eighty-four (84) normal hours of work in the pay period.

16.08 (c) **Designated Paid Holiday**

- (i) (1) Subject to Article 20.04, a regular Ambulance Attendant, Supervisor EMS or Flight Nurse who is not required to work on a designated holiday shall be compensated for the designated holiday at the straight-time rate for a total of twelve (12) hours.
- (2) An on-call Ambulance Attendant, Supervisor EMS or Flight Nurse who is not required to work on a designated paid holiday shall be entitled to designated holiday pay pursuant to Articles 20.10(1) and (2) of the Agreement, pro-rated to the maximum entitlement of a regular Ambulance Attendant or Supervisor EMS (i.e., to a maximum of twelve (12) hours at the straight-time rate).

- 16.08 (c) (ii) (1) A regular Ambulance Attendant, Supervisor EMS or Flight Nurse who is required to work on a designated holiday shall be compensated for hours worked pursuant to Article 16.05.
- (2) An on-call Ambulance Attendant, Supervisor EMS or Flight Nurse who is required to work on a designated holiday shall be compensated for hours worked at the rate of time and one-half (1 ½T) for the first four (4) hours and double time (2T) thereafter, in addition to the holiday pay provided in Clause 16.08(c)(i)(2) above.
- (iii) Regular Ambulance Attendants, Supervisor EMS or Flight Nurses who work on a designated holiday will have the option of taking another day off without pay at a time mutually agreeable to the employee and his/her Supervisor.
- (iv) The definition of "holiday" as defined in Clause 2.01(n) shall apply to the interpretation of Clause 16.08(c) (i) and (ii).

16.09 **Overtime for On Call Ambulance Attendants, Supervisor EMS and Flight Nurses**

An on-call Ambulance Attendant, Supervisor EMS or Flight Nurse shall be entitled to receive overtime compensation at the rate of time and one-half (1 & ½T) 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 in article 15.23(b) which would be required to be performed by a full-time employee in the same classification, provided he/she has worked a full shift; or
2. In excess of twelve (12) continuous hours when those hours are not part of a regular shift as defined in article 15.23(b); or
3. In excess of four (4) consecutive days, provided the employee has worked at least ten (10) or more hours on each of the preceding four days; or
4. Any hours an employee works in advance of working a full regular shift will also count toward 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.

16.10 **Overtime Compensation for On-Call Employees, with the exception of On-Call Ambulance Attendants, Supervisor EMS and Flight Nurses**

The following provisions shall apply to all on-call employees, with the exception of on-call Ambulance Attendants, Supervisor EMS and Flight Nurses:

- (a) An on-call employee shall be entitled to receive overtime compensation in each of the following circumstances:
- (i) when the employee has been authorized in advance by the Employer to work in excess of the normal daily hours of work which would be required to be performed by a full-time employee in the same classification; or
 - (ii) when the employee has been authorized in advance by the Employer to work in excess of the normal weekly hours of work which would be required to be performed by a full-time employee in the same classification whose schedule of work would be calculated on a seven (7) day weekly basis; or

- 16.10 (a) (iii) (1) if the on-call employee works in a classification where a full-time employee's schedule of work would be calculated on other than a seven (7) day weekly basis, when the on-call employee works in excess of eighty (80) normal hours of work in the pay period;
- (2) notwithstanding sub-paragraph (iii)(1) above, an on-call Info Centre Receptionist and Info Centre Supervisor will be entitled to receive overtime compensation when the employee works in excess of seventy (70) normal hours of work in the pay period; or
- (iv) when the employee is authorized in advance by the Employer to work on a continuous basis on two (2) consecutive shifts, whether or not the shifts fall on the same calendar day.
- (b) Notwithstanding paragraph (a) above, an on-call employee who is required to work in a classification where a full-time employee's daily and weekly hours of work would be averaged over a specified period of time shall be entitled to receive overtime compensation when he/she is authorized in advance by the Employer to work in excess of thirty-seven and one-half (37 ½) hours per week.
- (c) Notwithstanding paragraph (a) above, where operational needs require an on-call employee to work in two or more classifications on the same day or during the same week where the full-time employees would be scheduled based on different daily or weekly hours of work, the on-call employee shall be compensated for hours of overtime worked in excess of eight (8) normal daily hours or forty (40) normal weekly hours of work respectively.
- (d) Notwithstanding sub-paragraph (a)(iii) above, where an on-call Community Nurse Practitioner (CNP) or Nurse Practitioner in Charge (NPIC) is required to work in the classification of a full-time CNP or NPIC or an on-call employee is required to work in a classification where a full-time employee's schedule of work would be based on a nine (9) day period (six (6) consecutive work days followed by three (3) consecutive days of rest or four (4) consecutive work days followed by five (5) consecutive days of rest, the employee shall be entitled to receive overtime compensation:
- (i) when the on-call employee is advised in advance of a pay period that he/she will be scheduled to work in the same position for the full upcoming pay period, the employee shall be provided overtime compensation on the same basis as would be provided to a full-time employee in the same classification; or
- (ii) in all other circumstances, when the on-call employee works in excess of eighty (80) normal hours of work in the pay period.
- (e) (i) When an on-call employee works pursuant to paragraphs (a), (b), (c) or (d) above, he/she shall be compensated at the rate of time and one-half (1½T) for the first four (4) hours and double time (2T) thereafter.
- (ii) Article 16.01(b) shall apply to an on-call employee after he/she has worked the same number of daily or weekly normal hours of work which would be required to be performed by a full-time employee in the same classification.

16.11 **Airport Firefighters: Work on a Designated Paid Holiday**

- (a) Subject to Article 20.04, a regular full-time Airport Firefighter who is not required to work on a designated holiday shall be compensated for the designated holiday at the straight-time rate for a total of twelve (12) hours.
- (b) A regular full-time Airport Firefighter who is required to work on a designated holiday shall be compensated for hours worked pursuant to Article 16.05.
- (c) Airport Firefighters who work on a designated holiday will have the option of taking another day off without pay at a time mutually agreeable to the employee and his/her supervisor.
- (d) The definition of "holiday" as defined in Clause 2.01(n) shall apply to the interpretation of clause 16.11(a) and (b).

16.12 **Compensation in Lieu of Overtime, Youth Achievement Facilitators and Program Facilitators**

Hours of work for full-time Youth Achievement Facilitators and Program Facilitators assigned to a satellite field operation, where regular full-time shifts have not been scheduled, shall receive, in addition to their regular pay, pay for six (6) additional hours at the rate of time and one-half (1½T) for each twenty-four (24) hour period assigned to the satellite field operation.

ARTICLE 17

PAY ADMINISTRATION

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

- 17.01 (b) (iv) if the employee being replaced is in a class for which there is a range of rates of pay and the maximum salary is higher than the maximum salary applicable to the on-call employee's classification, the on-call employee shall:
- (1) receive the minimum salary for the class of the employee being replaced where the minimum is more than 4% above the on-call employee's present salary; or
 - (iv) (2) receive a salary at a rate 4% higher than his/her present salary provided that the on-call employee's replacement rate of pay does not exceed the maximum rate of pay for the class of the employee being replaced; or
 - (3) receive the maximum rate of pay of the class of the employee being replaced where the application of (2) above would provide for the on-call employee's replacement rate of pay exceeding that maximum.

- 17.02 (a) Regular and seasonal employees shall be paid bi-weekly with pay days being alternate Wednesdays in accordance with the pay system of the Employer.
- (b) Pay days for on-call employees will be bi-weekly, on alternate Wednesdays, with the employees being paid two (2) weeks in arrears for all hours worked up to and including the previous pay day.
- (c) Notwithstanding (a) above, seasonal employees occupying the position of supervisor or receptionist at the Visitor Reception Centres, tour guides, campground maintenance personnel, and Beringia Centre interpretative guides and supervisor shall be paid two (2) weeks in arrears for all hours worked up to and including the previous pay day.

- 17.03 (a) Employees who have earned overtime compensation, any other extra allowance, or acting pay in addition to their regular pay shall receive such remuneration within four (4) weeks of the day such remuneration was earned.
- (b) Subject to an appeal by the employer, a written decision from any level in the grievance procedure that restores an employee's pay shall be implemented within six pay periods of the written decision.
- (c) Upon the written request of an on call employee to the Public Service Commission, the employer will provide the employee with a statement of hours worked.

17.04 **Upon Promotion**

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

- (a) the minimum of the new range where that minimum is more than 8% above his/her present salary; or
- (b) where his/her salary on appointment does not exceed the maximum of the range applicable to the position to which he/she is appointed, 8%; or
- (c) where the application of (b) above would provide for appointment exceeding the maximum of the range for the new position, the maximum rate in the range.

17.05 **Upon Transfer**

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

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

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

17.07 **Upon Reclassification**

- (a) Where an employee occupies a position that is reclassified because of a change of duties, resulting in its inclusion in a class having a higher maximum salary, the employee shall receive:
 - (i) the minimum of the new range where that minimum is more than 8% above his/her present salary; or
 - (ii) 8% where his/her salary on reclassification does not exceed the maximum of the range for the new class; or
 - (iii) where the application of (ii) above would provide for reclassification exceeding the maximum of the range for the position, the maximum rate in the range.
- (b) Where an employee occupies a position which is reclassified resulting in its inclusion in a class having a maximum salary the same as that previously applicable to the position, the salary payable to the employee shall remain unchanged.

- 17.07 (c) Notwithstanding Clause 17.01, where an employee occupies a position which is reclassified to a class having a maximum salary which is less than the maximum applicable to the class to which the position was formerly allocated:
- (i) The salary range payable to the employee shall remain unchanged.
 - (ii) Where an employee occupies a position which is reclassified downwards resulting in a lower maximum salary, the employee will be granted salary protection. In such circumstances, the employee, for as long as he/she continues to occupy the reclassified position, will continue to receive any increment and negotiated salary increase which he/she would have received in his/her position if the reclassification had not occurred.
 - (iii) Sub-paragraph (ii) above shall apply to any employee who occupies a position which had previously been reclassified downward and whose salary had been maintained at the maximum salary of his/her classification prior to the reclassification. However, such employees shall only be entitled to receive any such increment and negotiated salary increase which becomes effective on April 1, 1991 or thereafter.

17.08 **Market Supplement**

- (a) Where a market supplement is added to the base pay for an occupational group or to specific levels within an occupational group, the salary of each employee in a position in that group or level shall be adjusted by the full value of the market supplement.
- (b) Notwithstanding the provisions of 17.08(a) above where an employee is hired at a rate of pay above the minimum due to labour market pressure, and a market supplement is subsequently provided, the employee will not receive the market supplement provided he/she has been advised in writing at the time of his/her appointment.
- (c) Where a market supplement is subsequently increased, the additional supplement shall be added to each employee's rate of pay according to the principles outlined in (a) and (b) above.
- (d) Where a market supplement is subsequently reduced or deleted by mutual agreement of the parties, the salary of each employee currently receiving the market supplement shall be reduced accordingly.

17.09 **Salary Payable for an Acting Incumbent**

- (a) Where an employee is required to perform the duties of a position having a higher maximum salary than the maximum salary applicable to his/her present position, the employee shall:
 - (i) receive the minimum salary for the acting position where that minimum is more than **5%** above his/her present salary; or
 - (ii) receive **5%** where his/her salary on acting appointment does not exceed the maximum of the range for the acting position; or

- 17.09 (b) (iii) where the application of (ii) above would provide for an acting appointment which would exceed the maximum of the range for the acting position, the employee would receive the maximum rate in the range for the acting position.

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

- (c) An employee can refuse to perform the duties of the acting position pursuant to paragraph (a) above provided that:
- (i) there is another employee who the Employer determines is qualified to perform the duties of the position on an acting basis; and
 - (ii) the other employee identified pursuant to sub-paragraph (i) above is available and willing to perform the duties of the position on an acting basis.
- (d) An employee who performs the duties of a higher position pursuant to paragraph (a) above for a continuous period of less than fourteen (14) days will not have his/her performance while in the acting position evaluated pursuant to Article 17.11(1)(a), 17.11(2)(a) or 53.01(a) or (b).

Long-Term Acting Assignments

- (e) **An employee who assumes an acting position for a period in excess of one (1) year shall be entitled to the performance increments applicable to that position, provided that the increase does not exceed the maximum of the acting position. Upon return to the employee's substantive position, the employee shall revert to his/her substantive salary received at the time of the commencement of the acting assignment, adjusted for any economic or performance increments received during the acting assignment, up to but not exceeding the maximum of the substantive range.**
- (f) **An employee in an acting position who is subsequently appointed to that position on an indeterminate basis shall be credited with all time worked in the acting assignment for the purpose of calculating the next subsequent performance increment.**

17.10 **Upon Completion of Probationary Period**

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

Hourly rated employees are excluded from this Clause.

17.11 Employee Performance Review

(Note: Refer to Articles 53.01 and 53.02 for the applicable provisions for auxiliary employees.)

- (1) (a) (i) A regular employee shall have his/her job performance evaluated at the following times:
 - (1) prior to the completion of the employee's probationary period; and
 - (2) on or before the employee's anniversary date.
- (ii) In regard to sub-paragraph (a) (i) (2) above, the job performance evaluation shall be conducted by the regular employee's immediate supervisor. However, if the employee's immediate supervisor has not supervised his/her work for at least six (6) months prior to the time that the job performance evaluation is completed, then the Employer will make a reasonable effort to have the regular employee's past immediate supervisor, if still employed with the Government of Yukon, conduct the job performance evaluation for that period of time that the employee was under his/her supervision.
- (iii) During the regular employee's probationary period, his/her immediate supervisor will, on an informal basis, advise the employee on the standard of his/her performance and conduct. If the supervisor perceives the probationary employee's performance or conduct as being unsatisfactory, he/she shall advise the employee of the specific areas of concern, the standard of performance and/or conduct expected of the employee, and the method for improvement.
- (b) (i) Subject only to satisfactory conduct and performance, the salary of a regular employee shall be increased on the employee's anniversary date by four (4%) percent.
- (ii) When a regular employee is not to be granted the salary increase referred to in (i) above, the Employer shall notify the employee in person or by registered mail at least fifteen (15) working days in advance of the employee's anniversary date.
- (iii) The notification will advise the regular employee of the specific areas of his/her performance or conduct which the Employer evaluates as unsatisfactory, the reasons why, the standard of performance and/or conduct expected of the employee, and the method for improvement. The notification will also advise the employee that his/her immediate supervisor will arrange a meeting with the employee within three (3) months after the employee's anniversary date in order to review the employee's standard of performance and/or conduct, unless the supervisor or the employee is unavailable as a result of being on an approved leave.

- 17.11 (1) (c) Where the application of (b) above would provide for performance increment exceeding the maximum of the range for the position, the maximum rate in the range;
- (d) Notwithstanding (b) above, a regular employee is not eligible to receive a performance increment:
- (i) if he/she is at the maximum of his/her salary range; or
 - (ii) if he/she is in a class for which there is a single rate of pay.
- (e) Where a performance increment provided for under Article 17.11 is withheld, the salary increment may be granted on any subsequent first day of a month up to six (6) months after the date upon which the increment has been withheld.
- (f) When, as a result of a formal review of a regular employee's job performance, a written document is placed on his/her personal file, the employee concerned shall be given an opportunity to sign the review form or document in question and to indicate that its contents have been read and explained. Upon request, the employee shall receive a copy of his/her performance evaluation review.
- (g) The Employer will provide a space on the performance review document for the employee to make written comments pertaining to his/her assessment.
- (2) Where a regular employee is allocated to EDUCATION GROUPS – Consultant Subgroup or Instructor/Counsellor Subgroup for performance review purposes, the following provisions will apply:
- (a) (i) A regular employee shall have his/her job performance evaluated at the following times:
 - (1) prior to the completion of the employee's probationary period; and
 - (3) on or before the employee's anniversary date.
 - (ii) In regard to sub-paragraph (a) (i) (2) above, the job performance evaluation shall be conducted by the regular employee's immediate supervisor. However, if the employee's immediate supervisor has not supervised his/her work for at least six (6) months prior to the time that the job performance evaluation is completed, then the Employer will make a reasonable effort to have the regular employee's past immediate supervisor, if still employed with the Government of Yukon, conduct the job performance evaluation for that period of time that the employee was under his/her supervision.
 - (iii) During the regular employee's probationary period, his/her immediate supervisor will, on an informal basis, advise the employee on the standard of his/her performance and conduct. If the supervisor perceives the probationary employee's performance or conduct as being unsatisfactory, he/she shall advise the employee of the specific areas of concern, the standard of performance and/or conduct expected of the employee, and the method for improvement.

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

17.12 **Application of Anniversary Date**

- (a) The anniversary date of a regular employee who commences service or who is promoted or re-classified, resulting in a salary increment shall be:
- (i) the first day of the month if the transaction occurred prior to the 16th day of the month; or
- (ii) the first day of the month following if the transaction occurred on or after the 16th day of the month.
- (b) The anniversary date shall remain unchanged for a regular employee who:
- (i) is appointed to a position or whose position is reclassified not resulting in a salary increment; or
- (ii) accepts a position having a lower maximum rate of pay than that of his/her former position.

17.12 (c) The anniversary date of a regular employee who has been on leave of absence without pay in excess of three (3) continuous months shall be moved to a date which provides for a total of twelve (12) months of paid employment between anniversary dates.

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

17.14 **New Occupational Groups and Levels**

(a) Subject to (b) below, during the term of this Agreement, the Employer shall have the right to establish and introduce new or revised occupational groups or levels, modify or revise the kind and level of work inherent in an occupational group or level and establish applicable rates of pay.

17.11 (b) The Alliance shall receive immediate notification from the Employer of any changes as described in (a) above. Where the Alliance is in disagreement with the rates of pay for such classes, the Alliance will notify the Employer within thirty (30) days from the date of receipt of notification from the Employer.

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

(c) Where a performance increment and any other transaction such as reclassification, promotion, or salary revision are effective on the same date, the performance increment shall be processed first followed by the other transactions.

ARTICLE 18

PREMIUM PAY

18.01 **Call Back Pay**

(1) If
(a) for a regular full-time or seasonal full-time employee, after he/she has completed his/her work for the day and has left his/her place of work; or

a) for a regular full-time or seasonal full-time employee, on a designated holiday or a day of rest; or

(c) for a regular full-time or seasonal full-time employee, after the expiry of his/her scheduled regular hours of work on a day he/she is granted leave;
or
for an on-call employee, after he/she has completed the normal full-time daily hours of work and has left his/her place of work,

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

(i) compensation at the applicable overtime rate for any time worked, plus in addition to any overtime compensation, two (2) hours pay at straight time; or

(ii) compensation equivalent to four (4) hours pay at the straight time rate.

- 18.01 (2) **Notwithstanding (1) above, where the employee receives a call and can accomplish the work by telephone without returning to the workplace, the employee shall be compensated at the applicable overtime rate rounded up to the nearest 15 minute-period.**
- (3) When an employee reports to work overtime for which he/she has been recalled under the conditions described in Clause 18.01(1) and is required to use public or commercial transportation services, he/she shall be reimbursed for reasonable expenses incurred as follows:
- (a) The actual cost of public or commercial transportation each way, upon the production of a receipt for payment of transportation; or
 - (b) When the employee travels, as authorized, by means of his/her own automobile, mileage allowance at the rate paid by the Employer under the Travel Directive.
- 18.01 (3) Time spent by the employee reporting to work in his/her headquarters area or returning to his/her residence shall not constitute time worked but when an employee is required to travel outside of his/her headquarters area, travel time will be considered time worked.
- (4) Subject to emergency situations, in the event a Community Nurse Practitioner or a Nurse Practitioner-in-Charge, **Ambulance Attendant (Medevac) or Flight Nurse** works five (5) or more hours in the eight (8) hour period immediately proceeding the regularly scheduled shift, they shall not be required to report for work during either the first four (4) hours, or the last four (4) hours of their next regularly scheduled shift, and shall suffer no loss of wages. The provision will only apply to regularly scheduled shifts from Monday to Friday.

18.02 **Reporting Pay**

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

- 18.02 (2) (b) Notwithstanding paragraph (a) above, an on-call Home Care Nurse, Home Support Worker, Supported Independent Living Worker, or Family Support Worker who reports for a work assignment at the call of the Employer shall be paid for all hours worked, with a minimum entitlement of two (2) hours pay at the employee's straight time rate.
- (c) Notwithstanding paragraphs (a) or (b) above, an on-call employee who reports for an emergency work assignment at the call of the Employer shall be paid for all hours worked, with a minimum entitlement of four (4) hours pay at the employee's straight time rate.

18.03 **Stand-by Pay**

With the exception of article 18.03(6), the following provisions shall be applicable only to regular employees and seasonal employees:

- (1) Where the Employer requires an employee to be available on stand-by during off-duty hours, an employee shall be entitled to a stand-by payment of equivalent to **two (2) hours** of his/her regular straight time hourly rate for each eight (8) consecutive hours or portion thereof, that he/she is on stand-by.
- (2) An employee designated by letter or by list for stand-by duty shall be available during his/her period of stand-by at a known telephone number and be available to return for duty as quickly as possible if called. If designating employees for stand-by, the Employer will endeavour to provide for the equitable distribution of stand-by duties.
- (3) No stand-by payment shall be granted if an employee is unable to report for duty when required.
- (4) An employee on stand-by required to report for work shall be paid in addition to the stand-by pay, the greater of:
 - (a) the applicable overtime rate for the time worked; or
 - (b) the minimum of four (4) hours pay at the straight time rate, except that this minimum shall only apply once during a stand-by period;
 - (c) Where, during any eight (8) consecutive hours of stand-by, an employee is required to report to work on more than one (1) occasion and has already utilized option (4)(b) above, the employee shall be paid for hours worked the greater of:
 - (i) the applicable overtime rate for the time worked; or
 - (ii) a minimum of one (1) hour at the applicable overtime rate.
- (5) **Notwithstanding (1) above, where the employee receives a call and can accomplish the work by telephone without returning to the workplace, the employee shall be compensated at the applicable overtime rate rounded up to the nearest 15 minute-period.**
- (6) A Relief Assistant Residence Supervisor and a Cook working in the Student Residence shall receive inconvenience pay of fourteen (\$14.00) dollars for each eight (8) consecutive hours or portion thereof, that he/she is required to remain in the residence during off-duty hours.

- 18.03 (7) (a) Effective September 1, 1998, an on-call Community Health Nurse or Community Nurse Practitioner shall be entitled to stand-by pay when he/she is replacing a regular employee who would normally be required to provide twenty-four (24) hour nursing service in communities outside Whitehorse.
- (b) Effective September 1, 1998, an on-call Ambulance Attendant or Supervisor EMS who has been given three (3) days notice and agrees to accept to be on stand-by for a shift shall be entitled to a stand-by payment.
- (c) Effective September 1, 1998, an on-call Community Health Nurse, Community Nurse Practitioner, Ambulance Attendant or Supervisor EMS designated by letter or by list and assigned a shift in accordance with (b) in the case of Ambulance Attendant or Supervisor EMS shall be available during his/her period of stand-by at a known telephone number and be available to return to duty as quickly as possible if called.
- (d) Effective December 10, 2003, a Flight Nurse who is required to be on layover, outside of the Yukon Territory, shall be deemed to be on standby and shall be paid in accordance with Article 18.03 (1).

18.04 **Shift Premium**

- (a) Employees shall receive a shift premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked on graveyard and evening shifts, including overtime hours worked.
- (b) In view of the Employer's requirement to maintain library services to the general public on a regularly scheduled basis, employees designated as Library Assistants whose shift schedule commences after twelve noon (12:00 noon) and extends beyond six p.m. (6:00 p.m.) shall be entitled to receive a shift premium of one dollar and twenty-five cents (\$1.25) for all hours worked as indicated.
- (c) Liquor Inspectors and court clerks shall be paid a shift differential for hours worked after five p.m. (5:00 p.m.) when doing night inspections and/or road trips or circuit court.

18.05 **Weekend Premium**

When an employee works on a Saturday and/or a Sunday as part of a regularly scheduled shift, the employee shall receive one dollar (\$1.00) per hour for regularly scheduled hours of work on the Saturday and/or Sunday in addition to the normal hourly rate of pay. An auxiliary employee who replaces a regular employee for an entire shift rotation shall be entitled to the weekend premium for work on a Saturday and/or Sunday.

18.06 **Licensed Practical Nurse Supervisory Allowance**

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

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

- (1) Be paid for all regularly scheduled hours worked by a regular or seasonal Conservation Officer or Manager, Field Operations on a Saturday or a Sunday as part of a regularly scheduled five (5) day work week; and
- (2) Be paid for all regularly scheduled hours worked outside the normal standard daily hours of 8:30 a.m. to 5:00 p.m.; and
- (3) Where the Conservation Officer's or the Manager, Field Operations' regularly scheduled hours of work exceed a variance in excess of two (2) or more hours beyond the normal standard daily hours of 8:30 a.m. to 5:00 p.m., all hours worked on the regular shift (7 ½ hours) shall be paid the Conservation Officer's Differential;
- (4) The Conservation Officer's Differential shall not be paid for overtime hours worked.
- (5) Article 18.05 shall not be applicable to Conservation Officers or to the Manager, Field Operations.

18.08 **First Aid and Dangerous Goods Handling Certificates Allowance**

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

18.09 **Travel Time**

- (1) Where an employee is required, or directed, by the Employer to travel on duty outside of and/or to return to his/her headquarters area in order to perform the duties of his/her position; and
- (2) Provided that his/her method of travel is determined by, or approved by, the Employer, he/she shall be compensated for the time spent travelling in the manner prescribed below:
 - (a) On a normal working day on which he/she travels but does not work, the employee shall receive his/her regular pay for the day.
 - (b) On a normal working day on which he/she travels and works, the employee shall be paid:
 - (i) his/her regular pay for the day where the combined period of travel and work does not exceed the daily hours of work assigned to his/her class of employment (i.e., 7 ½ or 8 hours, as the case may be), even though such hours may not be in accordance with his/her normally scheduled hours of work.
 - (ii) Where the combined total of travel and work hours exceed the daily hours of work assigned to the class, he/she shall be paid at the applicable overtime rate for additional travel time in excess of his/her normal daily hours of work, with a maximum payment for such additional travel time not to exceed the total straight time hours assigned to his/her class of employment in any one day.

- 18.09 (2) (b) (iii) On a day where the employee would be entitled to receive overtime pay pursuant to Article 16.04, 16.08(b) or 44.05(a), or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for all hours spent travelling to a maximum of the daily straight time hours assigned to his/her class of employment in any one day.
- (c) (i) Travel time shall be compensated in cash, except where, upon the request of a regular employee only and with the approval of the Employer, travel time shall be compensated by leave with pay.
- (ii) Payment in cash shall be calculated based upon the employee's hourly rate of pay in effect at the time of travelling.
- (iii) The Employer shall grant compensatory leave, subject to operational requirements, and at a time convenient to both the regular employee and the Employer.
- (iv) The duration of such leave shall be equal to the travel time multiplied by the appropriate rate of payment to the prescribed maximum, but in respect of any twenty-four hour period during which a regular employee travels, or waits in a terminal to continue his/her journey, may not exceed the number of normally scheduled hours of work.
- (v) Compensatory leave earned during a calendar year but not liquidated by March 1st following will be paid in cash by the pay day immediately preceding the end of March, at the applicable overtime rate, based upon the regular employee's hourly rate of pay at the time of pay-out.
- (d) A "twenty-four hour period" as used in sub-paragraph (c)(iv) above shall be interpreted to mean the twenty-four hour period commencing 12:01 a.m. on any day in which the regular employee commences to travel as defined in paragraph (e) below.
- (e) An employee shall be deemed to be in travel status commencing one (1) hour prior to the scheduled and published departure time of the aircraft, if the mode of travel is air, or, when he/she leaves his/her normal place of residence or place of accommodation outside of Yukon, should he/she be travelling by any other means than by air.
- (f) (i) All time worked at a location outside the employee's headquarters area shall be compensated for in accordance with Article 15 of the current Collective Agreement.
- (ii) All hours of overtime worked shall be compensated for in accordance with Article 16 of the current Collective Agreement.

18.10 **Premium Allowance – Community Health Centres**

- a) A Community Nurse Practitioner (CNP) or a Nurse Practitioner-In-Charge (NPIC) working in a one nurse community health centre shall be entitled to \$4.00 per hour for all hours worked.

- 18.10 b) If a CNP or NPIC becomes the sole community nurse practitioner **present for the day** providing services in a health centre that ordinarily employs two or more community nurse practitioners, the CNP or NPIC shall be entitled to a \$4.00 per hour premium allowance, for all hours worked.

ARTICLE 19

SEVERANCE PAY

(Note: Refer to Article 53.03 for the applicable provisions for auxiliary employees.)

19.01 **Lay-Off:**

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

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

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

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

19.05 **Resignation:**

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

19.06 **Retirement:**

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

19.07 **Rejection on Probation:**

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

19.08 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.

ARTICLE 20

DESIGNATED PAID HOLIDAYS

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

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

20.01 (2) Any day proclaimed by the Government of Canada as a National Holiday other than a designated paid holiday mentioned in 20.01(1) above, shall be proclaimed as a designated paid holiday.

(3) Where the Government of Canada changes the name of a designated paid holiday mentioned in 20.01(1) above, the former title shall be deemed to be deleted and the new title of the National Holiday shall be deemed to be inserted into the contract.

20.02 Holiday Falling on a Day of Rest

When a day designated as a holiday under Clause 20.01 coincides with a regular full-time or seasonal full-time employee's day of rest, the holiday shall be moved to the employee's first working day following his/her day of rest.

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

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

20.04 Designated Paid Holidays

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

- 20.05 Where a day that is a designated paid holiday for a regular or seasonal employee falls within a period of leave with pay, the holiday shall not count as a day of leave.
- 20.06 At the request of the employee, and where operational requirements permit, a regular or seasonal employee shall not be required to work both Christmas and New Year's Day.

20.07 **Compensation for Work on a Holiday**

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

- (1) when the holiday falls on a day he/she is not scheduled to work - his/her regular wages for the day designated as the holiday;
 - (2) when he/she works on a holiday;
 - (i) his/her regular wages for the day designated as the holiday;
 - (ii) time and one-half (1 ½T) for the first four (4) hours of work on the holiday and double time (2T) thereafter.
- 20.08 Ambulance Attendants, Supervisor EMS and Flight Nurses shall be entitled to the designated paid holidays as defined in Clause 20.01(1) and shall be compensated for designated paid holidays in accordance with Clause 16.08(c) of this Agreement. All other provisions of Article 20 (except Clauses 20.01(1), 20.04, 20.06 and 20.10(1) and (2)) shall not apply to Ambulance Attendants, Supervisor EMS and Flight Nurses.

20.09 **Airport Firefighters**

Regular full-time Airport Firefighters shall be entitled to the designated paid holidays as defined in clause 20.01(1) and shall be compensated for designated paid holidays in accordance with clause 16.11 of this agreement. All other provisions of Article 20 (except clauses 20.01(1) and 20.04) shall not apply to Airport Firefighters.

20.10 **On-Call Employees**

- (1) An on-call employee shall be entitled to receive designated holiday pay if he/she had worked any regular hours for the Employer during the two (2) week period immediately proceeding the designated holiday. If so entitled, the on-call employee's designated holiday pay shall be calculated on a pro-rata basis, by dividing the total number of regular hours worked by the employee during the two (2) week period by the total number of regular working hours in the two (2) week period which would be required to be worked by a full-time employee in the same classification.
- (2) Paragraph (1) above shall not apply to an on-call employee who had been permanently released prior to the designated holiday.
- (3) An on-call employee who is required to work on a designated paid holiday shall be compensated for hours worked at the rate of time and one-half (1 ½T) for the first four (4) hours and double time (2T) thereafter. This is in addition to any holiday pay the employee may be entitled to pursuant to paragraph (1) above.

ARTICLE 21

NOTICE OF LAY-OFF

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

ARTICLE 22

LEAVE - GENERAL

22.01 (1) When the employment of a regular or seasonal employee who has been granted more sick or special leave with pay than he/she has earned is terminated by death, the employee is considered to have earned the amount of leave with pay granted to him/her.

(2) (i) When the employment of a regular employee who has been granted more sick or special leave with pay than he/she has earned is terminated by lay-off, the Employer will not recover such sick leave or special leave advanced but not earned from the employee.

(ii) If a regular employee terminated under Clause 22.01(2)(i) is subsequently re-employed and his/her service is considered continuous, sick or special leave advanced but not earned prior to lay-off shall be deducted from any sick or special leave credits subsequently earned.

(3) (i) When the employment of a seasonal employee who has been granted more sick or special leave with pay than he/she has earned is temporarily released pursuant to Article 54.02 or is on off-duty status under Article 55.03, the Employer will not recover such sick leave or special leave advanced but not earned from the employee.

(ii) If a seasonal employee under Clause 22.01(3)(i) is subsequently re-employed and his/her service is considered continuous, sick or special leave advanced but not earned prior to his/her temporary release or commencement of off-duty status shall be deducted from any sick or special leave credits subsequently earned.

22.02 When the Employer denies an employee's leave request due to operational requirements, the employee shall be entitled, on request, to be apprised of the reasons for the denial.

ARTICLE 23

VACATION LEAVE

(Note: Refer to Article 53.04 for the applicable provisions for auxiliary employees.)

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

23.01 (1) On initial hire, a regular employee shall have his/her anticipated yearly vacation leave credits advanced on a prorated basis. Thereafter, a regular employee, other than an employee who is on pre-retiring leave pursuant to Article 25.04 (1), shall have his/her anticipated yearly vacation leave credits advanced April 1 of each year. The parties agree that should a regular employee take unearned vacation and not return to the employment of the Government or return but not long enough to earn the already taken vacation, the Employer has the right to recover the monies from any monies owing or by directly billing the employee.

(2)	<u>Years of Continuous Service</u>	<u>Monthly Accrual Rate</u>
	In the first and subsequent	1 1/4 shifts
	In the fourth and subsequent	1 1/2 shifts
	In the fifteenth and subsequent	1 3/4 shifts
	In the twenty-sixth and subsequent	2 shifts

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

(a)	<u>Years of Continuous Service</u>	<u>Monthly Accrual Rate</u>
	In the first and subsequent	1 2/3 days
	In the fourth and subsequent	2 1/12 days
	In the fifteenth and subsequent	2 1/2 days
	In the twenty-sixth and subsequent	2 11/12 days

(2) **Airport Firefighters, Ambulance Attendants, Supervisor EMS, and Flight Nurses**

A regular Airport Firefighter, Ambulance Attendant, Supervisor EMS or a Flight Nurse who has received pay for at least seven (7) shifts in each calendar month, shall earn vacation leave credits for that month at the **rates set out below. For the purpose of leave accruals, a shift is deemed to be 12 hours.**

<u>Years of Continuous Service</u>	<u>Monthly Accrual Rate</u>
In the first and subsequent	1 1/4 shifts
In the fourth and subsequent	1 1/2 shifts
In the fifteenth and subsequent	1 3/4 shifts
In the twenty-sixth and subsequent	2 shifts

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

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

23.02 (3) (c) **Qualifying Periods of Continuous Service**

Completion of 5 years but less than 10 years of continuous service.
 Completion of 10 years but less than 15 years of continuous service.
 Completion of 15 years but less than 20 years of continuous service.
 Completion of 20 years but less than 25 years of continuous service.
 Completion of 25 years but less than 30 years of continuous service.
 Completion of 30 years but less than 35 years of continuous service.

(d) **Airport Firefighters, Ambulance Attendants, Supervisor EMS and Flight Nurses**

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

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

- (a) is granted bereavement leave; or
- (b) is granted sick leave; or
- (c) is granted special leave under **24.02(4), 24.02(5), 24.02(6), 24.02(7), 24.02(8), 24.02(11), 24.02 (13), and 24.02(14).**

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

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

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

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

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

- (3) Failure to respond to the vacation leave request within the time period provided for in paragraph (2) above shall indicate to the regular employee that his/her vacation leave has been approved.

- 23.05 (4) A regular employee whose period of vacation leave has been authorized, but due to operational requirements is subsequently denied, shall be reimbursed for non-refundable deposits forfeited as a result.
- 23.06 (1) On termination, a regular employee or his/her Estate shall be paid cash for any vacation leave credits outstanding.
- (2) At the regular employee's request, he/she shall be granted vacation leave earned but not used by him/her before his/her employment is terminated by lay-off, if the period of leave will permit him/her to meet the minimum requirements for severance pay.
- 23.07 (1) When, during a period of vacation leave, a regular employee is recalled to duty, he/she shall be reimbursed for reasonable expenses incurred as normally defined by the Employer in the Travel Directive, in proceeding to his/her place of duty. In addition, the regular employee shall be reimbursed for any non-refundable deposits forfeited as a result of recall. If the regular employee immediately resumes vacation upon completing the assignment for which he/she was recalled, he/she shall be reimbursed for expenses incurred on the return trip.
- 23.07 (2) The regular employee shall not be considered as being on vacation leave during any period in respect of which he/she is entitled under 23.07(1) to be reimbursed for reasonable expenses incurred by him/her.
- (3) Where a regular employee on vacation leave is recalled to duty, the employee will be entitled to one extra day of vacation leave.

ARTICLE 24

SPECIAL LEAVE

(Note: Refer to Article 53.05 for the applicable provisions for seasonal employees.)

- 24.01 (1) A regular employee, other than an employee who is on retiring leave pursuant to Article 25.04(1), shall be credited with six (6) days special leave credits upon commencement of his/her first year of service and upon commencement of each continuous year of service thereafter up to a maximum of thirty (30) days.
- (2) Notwithstanding the above, a multiple of less than six (6) days may be credited to a regular employee where such lesser multiple will be necessary to either bring to the maximum or maintain the maximum credit of thirty (30) days.
- (3) **Airport Firefighters, Ambulance Attendants, Supervisor EMS and Flight Nurses**
- (a) A regular Airport Firefighter, Ambulance Attendant, Supervisor EMS and Flight Nurse except when on retirement leave pursuant to Article 25.04(1), shall be credited with four (4) shifts special leave credits upon commencement of his/her first year of service and upon each year of continuous service thereafter to a maximum of twenty (20) shifts. **For the purpose of leave accruals, a shift is deemed to be 12 hours.**
- (b) Notwithstanding the above, a multiple of less than four (4) shifts may be credited to a regular Airport Firefighter, Ambulance Attendant, Supervisor EMS or Flight Nurse where such lesser multiple will be necessary to either bring to the maximum or maintain the maximum of twenty (20) shifts.

24.02 Special Leave shall be granted up to the maximum credit of thirty (30) days and used for the following purposes:

- (1) Upon bereavement (and within 13 months of the death), or imminent bereavement, of an immediate family member (defined in Article 24.02 (1) (a) below and, within a period of twenty-four (24) months from the date of the death, for the purpose of attending a potlatch related to the death.
 - (a) Immediate family is defined a mother, father, sister, brother (or alternately stepfather, stepmother, or foster parent), spouse, son, daughter, stepchild or ward of the regular employee, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandparent and grandchild, and any relative permanently residing in the regular employee's household or with whom the regular employee permanently resides.
- (2) When an employee is required to care for his/her sick dependant(s) or a sick person permanently residing in his/her place of residence, or a sick mother or father or spouse.
- (3) After the completion of one year's continuous employment in the Public Service, and with at least five (5) days notice to the employer, on the occasion of the employee's marriage.
- (4) For medical, dental, optometrist, chiropractor or counselling services, when it is not possible for the employee to arrange such appointments outside his/her normal hours of work.
- (5) When an employee is required to travel outside of his/her headquarters area for a medical, dental, optometrist or chiropractor appointments, and when it is not possible for the employee to seek treatment or an appointment in his/her headquarters area or the employee has been referred by a duly qualified medical practitioner (including Community Nurse Practitioner), to a medical facility outside of his/her headquarters area.
- (6) Leave on the birth of the employee's child where the employee is not accessing maternity or paternity leave at the same time.
- (7) Leave, to be taken within thirty (30) days of the adoption, on the adoption of a child by the employee where the employee is not taking adoption leave at the same time.
- (8) To allow the employee to engage in emergency volunteer services or training related thereto. An employee who is granted special leave with pay pursuant to this clause shall remit to the Employer any monies paid to him/her arising from the performance of the emergency volunteer service. The amount that the regular employee is required to remit to the Employer shall not exceed the amount of pay that the employee received from the Employer during the leave. In such circumstances, the employee shall have his/her special leave bank re-credited with credits that are equivalent to the amount remitted to the Employer.
- (9) When a qualified physician or specialist certifies that an employee's child, up to and including the age of eleven (11), or an older child who is wholly dependent on the employee for support by reason of mental or physical infirmity, cannot attend day-care or school in order to avoid the potential of being exposed to an infectious disease.

- 24.02 (10) When an employee's dependant(s) require assistance to travel to Whitehorse or a facility outside the Yukon to seek emergency medical or dental treatment or to visit a non-resident medical specialist, and if it is not possible for the employee's dependant(s) to seek treatment or an appointment in the employee's headquarters area.
 - (11) To non-apprentice regular employees writing Journeyman Certificate Examinations related to the classification of their position.
 - (12) Subject to operational requirements, for the purpose of attending interviews regarding a dependant's education.
 - (13) Other times when the employee is prevented from reporting for duty because of circumstances not directly attributable to the employee.
 - (14) To accompany a dependant child under the age eighteen (18), or older if dependant by reason of mental infirmity, to a proceeding outlined in Article 26.01 (1) (b), provided the dependant child is required to attend by subpoena or summons.
- 24.03 The regular employee shall provide necessary proof of the need for or the utilization of leave under this Article, excluding leave pursuant to Article 24.02 (1), (2), (3), (9), (10) and (12), at the request of the Employer.
- 24.04 A regular employee is not eligible for Special Leave with pay for any period during which he/she is on retiring leave pursuant to Article 25.04 (1), on leave of absence without pay or under suspension.
- 24.05 When a regular employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of five (5) days may, at the discretion of the Employer, be granted, subject to the deduction of such advance leave from any Special Leave credits subsequently earned.

