

LETTERS OF UNDERSTANDING

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LETTER OF UNDERSTANDING "A"
RE: HOURS OF WORK

- (1) (a) This letter is to give effect to the understanding reached during negotiations that the Employer will maintain the principle of Monday to Friday work week for regular employees working a forty (40) hour work week; however, this principle will not apply with respect to Security Guards or Road Maintenance Employees working a forty (40) hour work week.
- Where the Employer, due to operational requirements, or in the safety and interest of the general public, is required to schedule a work week of other than Monday to Friday for forty (40) hours per week for regular employees, the Employer will consult with the Alliance and by mutual agreement, the regularly scheduled work week may be changed.
- (b) For seasonal full-time employees working a forty (40) hour work week, the Employer will provide the employee with two (2) consecutive days of rest per week.
- (2) (a) It is recognized that the hours of work for those employees, as designated below, may be varied because of operational requirements. However, in no case shall these employees be scheduled to work in excess of thirty-seven and one-half (37½) normal hours per week or seven and one-half (7½) normal hours per day, exclusive of a meal period:
- Manager, Production and Network Services
 Network Operations Supervisor
 Network Operator
 Network Specialist
 Network Administrator
 Network Support Supervisor
 Systems Programmer
- (b) Where regular employees, as designated above, receive less than five (5) working days notice of a shift change, the regular employees may refuse to work an altered shift schedule by notice to the Employer.
- (3) Effective March 1, 2000 the employer may recruit for and schedule one (1) regular Community Health Nurse, Whitehorse Health Centre, to work thirty-seven and one-half (37½) hours from Tuesday to Saturday inclusive and seven and one-half (7½) consecutive hours per day, exclusive of a meal period.
- (4) (a) In addition to the above designated employees, other regular employees may, from time-to-time, require some variation in the hours of work because of operational requirements. In no case, however, shall these regular employees be scheduled to work in excess of thirty-seven and one-half (37 ½) hours per week. In such cases, the Employer will consult with the Alliance and by mutual agreement the regularly scheduled work week may be changed.
- (b) In addition to the employees designated in paragraphs (2)(a) above, other auxiliary employees covered by Article 15.01 of the collective agreement may, from time-to-time, require some variation in the hours of work established under Article 15.01 because of operational requirements. In such cases, the Employer will consult with the Alliance and by mutual agreement the regularly scheduled work week may be changed.

- (5) (a) The Employer may recruit and schedule regular part-time Building Engineers-Highways and Public Works assigned to Property Management to work:
- (i) eight (8) hours per day, Saturday, Sunday and designated paid holidays as identified in Article 20.01(1), inclusive of a paid meal break of one-half (½) hour.
- (6) (a) Effective June 30, 2005 the employer may recruit and schedule one (1) regular Registered Nurse assigned to the Detox Centre of Alcohol and Drug Services, to work thirty-seven and one-half (37 ½) hours from Wednesday to Sunday inclusive and seven and one-half (7 ½) consecutive hours per day exclusive of a meal period.

LETTER OF UNDERSTANDING "B"
RE: STAFF ACCOMMODATION

The following provisions shall apply only to regular employees:

Rental Increases:

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

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

Forced Transfer to New Staff Accommodation:

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

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

First Stage:

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

Second Stage:

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

Third Stage:

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

Final Stage:

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

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

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

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

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

LETTER OF UNDERSTANDING "D"
RE: DAYLIGHT SAVING TIME

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

LETTER OF UNDERSTANDING "E"
RE: PROVISION OF COVERALLS FOR EMPLOYEES
WITHIN HIGHWAYS AND PUBLIC WORKS

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

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

LETTER OF UNDERSTANDING "F"
RE: LEAVE OF ABSENCE FOR ELECTED UNION PRESIDENT

- (a) Effective on the date of signing of this Agreement, the Employer agrees to authorize a leave of absence to one regular employee who is elected as Yukon Employees Union Component President subject to the following conditions:
1. The authorized leave will be for the term of appointment designated by the Union to a maximum of three years.
 2. Upon the expiry of the first term of office, or if the employee ceases to hold the office during his/her first term, the employee will assume the duties of the position held by the employee prior to the leave of absence, if such position is still required by the Employer. If the position no longer exists, the employee will assume a position in his/her headquarters area at the same level he/she held before his/her leave. If such a position does not exist in his/her headquarters area, the employee will be provided a position in another headquarters area at the same level he/she held before his/her leave.
 3. If the employee is re-elected for subsequent terms, he/she shall continue to be on leave. Upon completion of his/her subsequent terms of office, or if he/she ceases to hold office during such subsequent terms, the employee will assume a position in his/her headquarters area at the same level he/she held before his/her leave. If such a position does not exist in his/her headquarters area, the employee will be provided a position in another headquarters area at the same level he/she held before his/her leave.
 4. During the leave of absence the Employer will pay one hundred percent (100%) of salary and benefits and will invoice the Union quarterly for twenty-five percent (25%) of all costs of salary and benefits (which means gross salary plus all benefits).
 5. During the leave of absence the employee shall earn normal leave credits.
 6. Leave applications will be submitted to the Public Service Commission for processing, for administrative reasons only.
 7. The Union agrees to provide the Employer with one month's written notice of the commencement and termination of this leave of absence.
- (b) The parties agree that Article 11.11 and Letter of Understanding "F" are not applicable to auxiliary employees. However, should an auxiliary employee be elected as President of the Union prior to the expiry of the collective agreement, then the parties shall meet to discuss what conditions should be applied to the auxiliary employee.

LETTER OF UNDERSTANDING "G"
RE: HERSCHEL ISLAND

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

(1) **Park Rangers/Park Interpreters**

- (a) Hours of work for Park Rangers and Park Interpreters will be scheduled so that over a period of twenty-eight (28) consecutive calendar days, the employee shall:
- (i) work an average of 37 ½ hours per week, Monday through Sunday; and
 - (ii) work an average of 7 ½ hours per day, exclusive of a paid meal period.

Hours of work authorized in excess of one hundred and fifty (150) hours in the twenty-eight (28) calendar day period will be compensated at the rate of time and one-half (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.

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

LETTER OF UNDERSTANDING "H"

COMMUTING ASSISTANCE (CASSIAR JUNCTION WEIGH STATION)

In the event the Employer re-opens Cassiar Weigh Station, the following shall apply:

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

LETTER OF UNDERSTANDING "I"

VIOLENCE IN THE WORKPLACE

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

LETTER OF UNDERSTANDING “J”
BARGAINING UNIT FIRST LINE SUPERVISORS AND MANAGERS
INVOLVED IN THE GRIEVANCE PROCESS

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

LETTER OF UNDERSTANDING “K”
ON-CALL AND TERM POSITIONS

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

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

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

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

LETTER OF UNDERSTANDING “L”
WORKPLACE HARASSMENT

An employee shall not access the grievance procedure on a harassment-related issue. An employee shall not utilize the employer’s Workplace Harassment policy and this Letter to determine substantially the same matter.

All matters referred under this Letter shall be treated with strict confidentiality. Employees shall be referred by the union to the Harassment Investigator in the Public Service Commission. Any matter referred in this manner shall be referred within twenty (20) working days of the last incident which is the subject of the allegation.

The Investigator shall investigate the facts of the allegation and, failing any attempt to mediate a resolution, render a report of the facts within 75 days to the complainant, alleged harasser, the union and the employer. A mediated resolution shall not be without the participation of the union and the employer, shall be without precedent or prejudice, and shall be binding on the parties. (A party may choose not to attend the mediation.)

Upon the recommendation of the Harassment Investigator, the Employer will make every reasonable effort to separate the complainant and the respondent.

With respect to investigating the facts, the Investigator is empowered to access all relevant records and files of the parties; access all offices, facilities and installations; and interview all relevant people.

The parties agree that they shall cooperate fully with the Investigator, and further that there shall be no interference with the process. The complainant and respondent are entitled to be represented.

Where a report of the facts is provided, the facts shall be binding on the parties and shall not be contested. The Employer shall determine within 10 days of receipt of the report whether, in its opinion, harassment has occurred, and shall relay its conclusion to the Union and the alleged harasser. The Union shall inform their member

Within 10 days of receipt of the employer's conclusion, the Union shall inform the Employer of its reference of the employer's conclusion to expedited adjudication. The parties agree that the adjudication process shall be commenced within a period of 120 days from the date the allegation was first referred to the Investigator.

In rendering his decision, the adjudicator shall be bound by the facts as reported by the Investigator. Where the Union disputes the quantum of any discipline, this matter shall also be determined by the adjudicator.

Training

Within 6 months of signing the agreement, the employer will provide training on workplace harassment to union and employer representatives. The employer also agrees to make workplace harassment training available to employees.

Review

This Letter of Understanding shall form part of the collective agreement. Prior to its expiry the parties shall meet to discuss possible renewal of the terms of this Letter.

LETTER OF UNDERSTANDING "M" **MAINTENANCE OF MEDICARE PREMIUM COST SHARING**

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

LETTER OF UNDERSTANDING “N”
ECONOMIC INCREASES FOR DEVOLVED EMPLOYEES

The Employer and the Union agree that, in lieu of any economic increases that apply across the bargaining unit, an equivalent percentage of salary will be paid out once as a lump sum to those employees whose salaries upon appointment are frozen above the maximum of the salary range applicable to their classification as a direct result of a job offer made by the Yukon government on devolution from the federal government.

LETTER OF UNDERSTANDING “O”
REGISTERED NURSES’ MARKET ADJUSTMENT ALLOWANCE

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

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

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

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

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

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

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

LETTER OF UNDERSTANDING "O -1"
RN RETENTION ALLOWANCE AND COMMUNITY NURSE
PRACTITIONER RECRUITMENT AND RETENTION ALLOWANCE

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

A. REGISTERED NURSES RETENTION ALLOWANCE

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

B. COMMUNITY NURSE PRACTITIONER RECRUITMENT/RETENTION ALLOWANCE

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

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

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

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

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

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

LETTER OF UNDERSTANDING "P"
HOURS OF WORK – EAGLE PLAINS CAMP

Hours of work for regular Foreman and Road Crew at Eagle Plains Camp 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) hours inclusive of a paid meal period of one-half (1/2) hour, scheduled as close as possible to the mid point of the shift; and
- (c) On-call employees shall be entitled to receive overtime compensation as per article 16.10 (b) and 16.10 (d) (i).

LETTER OF UNDERSTANDING "Q"
COMMUNITY NURSE PRACTITIONER (CNP) AND NURSE PRACTITIONER IN-CHARGE (NPIC) RETENTION ALLOWANCE

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

Effective January 1, 2003 a CNP or a NPIC whose substantive position is in a Yukon Community outside of Whitehorse and who is providing services in a community outside of Whitehorse and who has completed two years of continuous service, shall be eligible to receive a retention allowance in amount of \$2,000 per year at the completion of years two and three of continuous service. At the end of the fourth and subsequent years of continuous service a CNP or NPIC shall receive an allowance of \$4,000 per year.

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

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

This Letter of Understanding, and the Community Nurse Practitioner (CNP) and Nurse Practitioner In-Charge (NPIC) Retention Allowance shall terminate on **expiry of the collective agreement**.

LETTER OF UNDERSTANDING "R"
REGISTERED NURSE (RN) RESPONSIBILITY ALLOWANCE
WATSON LAKE HOSPITAL

Effective December 10, 2003, the parties agree to a Responsibility Allowance for Watson Lake Hospital. Outside the regular hours of the Administrator, a Registered Nurse (RN) will be responsible for the facility and that RN will receive an allowance of one-dollar and seventy-five cents per hour (\$.75), for all hours worked while performing the required duties. This allowance shall not apply to an RN who is receiving acting pay while the Administrator is absent on vacation or any other leave.

LETTER OF UNDERSTANDING “S”
USE OF AUXILIARY ON-CALL EMPLOYEES

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

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

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

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

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

LETTER OF UNDERSTANDING “T”
JOINT COMMITTEE RE: 12-HOUR SHIFT EMPLOYEES

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

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

LETTER OF UNDERSTANDING “U”
ARTICLE 15:20 FISH AND WILDLIFE STAFF; CONSERVATION STAFF
(excluding Administrative Assistants)

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

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

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

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

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

This Letter of Understanding shall terminate on **December 31, 2009**, or sooner upon three (3) months written notice from either party to the other. Upon such termination, the provisions of Article 15:20 will again apply.

LETTER OF UNDERSTANDING “V” **EXTENDED HEALTH CARE PLAN**

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

LETTER OF UNDERSTANDING “W” **New Grievance Procedure**

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

LETTER OF UNDERSTANDING “X”
HOURS OF WORK - REGISTERED NURSE FLOAT POSITIONS
WHITEHORSE CONTINUING CARE

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

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

- (i) work an average of thirty-seven and one-half (37 ½) hours per week, Monday through Sunday;
- (ii) work an average of 8 (eight) hours or 12 (twelve) hours per day, inclusive of the meal break;
- (iii) be entitled to overtime compensation at the rate of time and one-half (1½T) for the first four hours and double time (2T) thereafter when the employee has been authorized in advance by the employer to work:
 - 1. In excess of the normal daily hours of work required to be performed by a full-time employee in the same classification, provided s/he has worked a full shift; or
 - 2. In excess of eight (8) or twelve (12) continuous hours when those hours are not part of a regular shift as defined in 15.10 (2)(ii); or
 - 3. In excess of:
 - ◆ 6on/3off working eight (8) hour shifts
 - ◆ 4on/5off working twelve (12) hour shifts
 - ◆ 5on/2off working any combination of eight (8) hour and twelve (12) hour shifts up to forty-eight (48) hours. Any combination of eight (8) hour and twelve (12) hour shifts in a five-day period, which exceeds 48 hours, will attract overtime rates.
 - 4. Any hours an employee works in advance of working a full regular shift will also count towards calculating the overtime threshold during the full shift, provided that at least four (4) hours have not elapsed between the hours worked and the commencement of the full shift; or
 - 5. Hours of work authorized in excess of one hundred and fifty (150) regular hours of work, in the twenty-eight (28) calendar day period.
- (iv) Designated holidays, which fall within the twenty-eight (28) calendar day period, shall be subtracted from the total of one hundred and fifty (150) hours; and
- (v) Two consecutive days of rest.

LETTER OF UNDERSTANDING "Y"
PILOT PROGRAM
Full-time Reinforcements

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

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

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

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

Youth Service Worker (1)
Case Manager (1)
Residential Care Worker (4)
Licensed Practical Nurse (2)
Nursing Home Attendant (3)
Registered Nurse (3)
Corrections Officer (4)

TOTAL: 18

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

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

1. A Reinforcement worker shall be scheduled to work the full-time equivalent of their job classification (1950 or 2080 hours, as the case may be).
2. A Reinforcement worker must be scheduled to work for 150 hours or 160 hours, as the case may be, in every four week period, but the scheduling and location of such work shall be entirely at the discretion of the employer.
3. A Reinforcement worker shall be given at least 18 hours notice of impending or changed shifts and work location, and must make themselves available for such work, as required by the employer.

4. A Reinforcement worker shall be paid overtime in accordance with article 16.10 of the collective agreement.
5. Regularly scheduled shifts may not exceed twelve hours. A Reinforcement worker shall be given a minimum of two consecutive days off in every fourteen day period.
6. Staffing of Reinforcement positions shall be by competition, limited to the existing pool of auxiliary on call employees. Successful candidates shall be removed from the rotational roster applicable to auxiliary on call employees in the position for which he/she is hired.
7. The Pilot Program shall be reviewed and assessed every 6 months by the existing On Call Hours of Work Committee, and the union shall be provided with current statistics listing the number of hours worked by auxiliary on call employees, by name and job title, on a quarterly basis.
8. The Pilot Program may be cancelled, in whole or in part, by either party by serving 3 months notice in writing of their desire to do so. In the event of a cancellation, Reinforcement workers shall be returned to the auxiliary pool applicable to their job at the expiration of the 3 month notice period. Annual or comp leave earned but unused shall be paid out to the employees at that time.
9. The provisions of article 56.01 shall apply to Reinforcement workers.

LETTER OF UNDERSTANDING "Z"
PAY INCREASES

The following pay increases shall take effect in the January 1, 2007 to December 31, 2009 collective agreement:

1.8%	Effective January 1, 2007
1.2%	Effective June 1, 2007
1.8%	Effective January 1, 2008
1.2%	Effective June 1, 2008
1.8%	Effective January 1, 2009
1.2%	Effective June 1, 2009