



Public Service Alliance of Canada
Alliance de la Fonction publique du Canada

CBB/06/10

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May 09, 2010

**To: ALL EMPLOYEES OF THE GOVERNMENT OF THE YUKON
REPRESENTED BY THE YUKON EMPLOYEES UNION/PUBLIC
SERVICE ALLIANCE OF CANADA, MEMBERS OF LOCALS Y010,
Y016, Y017 and Y026**

Re: RATIFICATION OF TENTATIVE AGREEMENT

A tentative agreement was reached on March 30, 2010, on behalf of YEU/PSAC members who work for the Government of the Yukon. The tentative agreement, if ratified by the membership, will have an expiry date of December 31, 2012 (3 year agreement).

The highlights of improvements to the collective agreement are as follows:

Economic Increases and Monetary Gains

- 6.5% wage increase over 3 years.
- 10% Increase to the Yukon Bonus
- Increases to the Community Allowance
- \$1,200 per year allowance to camp workers to help defray expenses (.60 per regular hour worked)
- Increase to tool allowance
- Increase to clothing allowance
- Increase to incidental and private accommodation rates for travel
- Recruitment and Retention Allowance for Community Social Workers
- Retention Allowance for all nurses
- Payment of LPN licensing fees

Other Improvements

- Self-monitoring of Special Leave. New pilot project which allows employees to use their Special Leave “when personal needs or circumstances prevent the employee from performing the employee’s regular duties”. No more restrictions or categories for usage.
- Guaranteed 8 hours of rest between shifts for Primary Health Care Nurses, Primary Health Care Nurses in Charge, Critical Care Nurses (Medevac) and Wildland Firefighters.
- Commitment to make every reasonable effort to give first call Primary Health Care Nurses and Primary Health Care Nurses in Charge two consecutive days off on a Saturday and Sunday not less than once every three weeks.
- Severance based on acting position when employee has been in the acting position for at least 5 years.
- Movement of many of the Letters of Understanding into the body of the Collective Agreement, including the Harassment Procedure.
- Pay-out of annual leave when employee moves from a permanent position to become an AOC.
- Renewal and expansion of Reinforcement Workers Pilot Project.

There are no concessions in this Tentative Agreement.

In addition to the items listed above, there are other changes to the language of the agreement which were made for “housekeeping” or clarification purposes. Please read the attached language carefully as it represents all of the amendments to the Collective Agreement.

We urge you to carefully examine all changes before you cast your vote.

Your bargaining team comprising:

Laurie Butterworth, President, YEU
Jack Bourassa
Kathy Burns
Julie Docherty
Kathy Donnelly
Steve Geick
Loralee Kesler
Tony Thomas
Jim Brohman (PSAC)
Nancy Debreceni (PSAC)
and Gaby Levesque, PSAC Negotiator

Unanimously recommends acceptance of the tentative agreement.

In Solidarity,

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Jean-Francois Des Lauriers
Regional Executive Vice-President - North
Public Service Alliance of Canada

- c.c. National Board of Directors
- Directors' Team
- Susan Jones, Coordinator, Negotiations Section
- Tom Hamilton, Regional Coordinator
- Krista Devine, Coordinator, Representation Section
- Denis Boivin, Coordinator, Communications
- Gaby Levesque, Negotiator
- Negotiators/Research Officers
- Larry Gagnon, Regional Negotiator
- Luc Guevremont, Regional Negotiator
- Stephen Bedingfield, Regional Negotiator
- Tom Milne, Regional Negotiator
- Ratification Kit Binder (Negotiations Section)

ARTICLE 2

INTERPRETATION AND DEFINITIONS

NEW

2.01(cc) “Substantive position” means the position to which an employee is appointed under the Public Service Act.

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ARTICLE 5

DISCRIMINATION

5.01 add: For clarity, the parties agree that “sex” includes transgender identity or expression.

* * *

ARTICLE 6

HARASSMENT

~~(Note: Refer to Letter of Understanding “L” for the agreed grievance process under this Article)~~

- 6.01 (a) The Employer, the employees and the Alliance recognize the right of all persons employed in the Public Service to work in an environment free from unwanted personal harassment, sexual harassment or abuse of authority, and agree that any of the aforementioned actions will not be tolerated in the workplace.
- (b) Cases of proven unwanted personal harassment, sexual harassment or abuse of authority by a person employed in the Public Service is considered a disciplinary infraction and will be dealt with as such.
- 6.02 (a) Personal harassment means any improper behaviour by a person employed in the Yukon Public Service that is directed at and offensive to another person employed in the Yukon Public Service, and which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient. This includes **bullying, as well as** harassment as described in Section 14 of the Yukon Human Rights Act.

- (b) Sexual harassment means any conduct, comment, gesture or contact of a sexual nature:
 - (i) that might reasonably be expected to cause offence or humiliation; or
 - (ii) that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 6.02 (c) Abuse of authority means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions that endanger an employee's job, undermine an employee's ability to perform the job or threaten the economic livelihood of an employee. However, it shall not include the legitimate exercise of an individual's supervisory power or authority.
- 6.03 ~~(a) Subject to the agreement of the bargaining parties, any level in the grievance procedure may be waived if a person hearing the grievance is the subject of the complaint.~~
 - ~~(b) Grievances under this Article will be handled with all possible confidentiality and dispatch by the Alliance and the Employer.~~
- 6.04 An alleged offender shall be given notice of the substance of a complaint under this Article and shall be given notice of and be entitled to attend **and** participate in, ~~and be represented at any grievance hearing or any adjudication. under this Agreement.~~

(The Following is former Letter of Understanding "L")

- 6.05 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.
- 6.06 All matters referred under this ~~Letter~~ **article** shall be treated with **dispatch and** strict confidentiality. Employees shall be referred by the union to the Harassment ~~Investigator~~ **Prevention Office** 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.
- 6.07 ~~The~~ **An** 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.)

- 6.08** Upon the recommendation of the Harassment Investigator, the Employer will make every reasonable effort to separate the complainant and the respondent.
- 6.09** 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.
- 6.10** 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.
- 6.11** 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.
- 6.12** 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 ~~420~~ **180 working** days from the date the allegation was ~~first referred to the Investigator~~ **decided by Staff Relations.**
- 6.13** In rendering his a 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.
- 6.14 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.~~ **The employer will provide training for Yukon government 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.~~

6.15 Timelines

The timelines may be amended by the mutual agreement of the Staff Relations Branch (PSC) and the YEU.

* * *

ARTICLE 13

INFORMATION

- 13.02(a) The Employer agrees to provide for the printing and distribution of the copies of the collective agreement to employees in the bargaining unit. **Employees may return unwanted hard copies of the collective agreement to the Staff Relations Branch, Public Service Commission (PSC). A copy of the collective agreement shall also be placed on the PSC website in searchable PFD format.**

* * *

ARTICLE 15

HOURS OF WORK

NEW

- 15.02(5) Primary Health Care Nurse and Primary Health Care Nurse in Charge

The employer will make every reasonable effort to offer first call Primary Health Care Nurses and Primary Health Care Nurses in Charge with two consecutive days off on a Saturday and Sunday not less than once every three weeks.

* * *

NEW

- Article 15.03(d) Change in Shift Schedule to Accommodate Training

(1) Notwithstanding the provisions of 15.03(a), the schedule of an employee who works shift work may be temporarily changed for the purpose of delivering training or professional development coursework required by the employer. In most cases, this change will require the employee to work from Monday to Friday during the length of the training.

(2) Where such a change is required, the employee will be given a minimum period of notice equivalent to the number of days in the employee's full shift rotation (days of work plus days of rest).

(3) Where the training does not last for the same number of hours as the employee's regular shift, the employee may elect to:

- i) return to work for the remaining hours of their shift; or
- ii) request leave for the remainder of their shift; or
- iii) make up the hours within thirty (30) working days of the completion of the training.

(4) The employee must make their election known to their supervisor at the time of the notification of change of shift and where the employee's election cannot be accommodated due to operational requirements, the employee shall be provided with the reason and asked to make a second election.

* * *

15.06 Shift Work

(1) The Employer will make every reasonable effort:

- (a) Not to schedule the commencement of a shift within ~~sixteen (16)~~ **ten (10)** 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.

(3) **Effective December 1, 2010 Primary Health Care Nurses, Primary Health Care Nurses in Charge, Critical Care Nurses (Medevac) and Wildland Firefighters shall be provided with a full eight (8) hours of rest without loss of regular pay before the commencement of their next regular shift.**

* * *

ARTICLE 16

OVERTIME

- 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, **and Beringia Centre Interpretive Guides** 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.

* * *

ARTICLE 19

SEVERANCE PAY

- 19.09 For greater certainty, severance pay shall be paid based on the employee's rate of pay in his/her substantive position **except where an employee has occupied the same acting position on a continuous basis for more than five (5) years, in which case the severance shall be based on the acting position.**

* * *

ARTICLE 23

VACATION LEAVE

- 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), 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. **Accrued and unused compensatory leave may be substituted for annual leave after the fact with the consent of the employee and the Employer.**

* * *

ARTICLE 28

PROCESSING OF GRIEVANCES

28.05 (2) Policy Grievance

Process for Grievances under 28.01 (ii):

Policy grievances shall be presented by the Alliance in the first instance to the Public Service Commission for investigation **not later than sixty calendar (60) days after the date on which the Alliance was notified orally or in writing or on which it first becomes aware of the action or circumstances giving rise to the grievance.** Any such grievances not resolved in that investigation shall be heard at a meeting with the Public Service Commissioner within **a further 60 calendar** days of the presentation of the grievance for investigation.

When the Public Service Commissioner has heard such a grievance he/she shall provide his/her written reasoned decision within 20 working days.

* * *

ARTICLE 33 **(also article 53.07)**

YUKON BONUS

All references to \$2,042 deleted and replaced with **\$2,242.**

* * *

ARTICLE 35

TOOL REPLACEMENT AND ALLOWANCE

35.01 Tool Replacement

- (a)
- (b) The employee will present the worn or broken tool to his/her immediate Supervisor for approval of replacement, and upon authorization, the employee shall purchase the replacement tool and submit his/her receipt for its purchase to his/her immediate Supervisor for reimbursement by the Employer. **If the employee wishes to upgrade the value of the tool, he/she shall first obtain the prior approval of the supervisor, and upon purchase shall provide the supervisor with the receipt and the tool for inspection. Reimbursement will be for the replacement value of the broken tool, not the value of the upgraded tool.**

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

35.02 Tool Allowance

- (a) A regular employee who has been continuously employed in the Yukon Public Service for a period of two (2) years as an Auto Mechanic or Heavy Equipment Mechanic Foreman, Heavy Duty Mechanic Journeyman, Tradesman, or registered Apprentice, or a combination thereof, shall be entitled to a tool allowance of ~~two~~ **three** hundred dollars (~~\$200~~) (**\$300**) and to a further allowance of ~~one hundred dollars (\$100)~~ **one hundred and fifty dollars (\$150)** for each completed year of service thereafter to a total maximum allowance of ~~eight hundred dollars (\$800)~~ **twelve hundred dollars (\$1200)**.
- (b) A seasonal employee who has been continuously employed in the Yukon Public Service for a period of two (2) years as an Auto Mechanic or Heavy Equipment Mechanic Foreman, Heavy Duty Mechanic Journeyman, Tradesman, or registered Apprentice, or a combination thereof, shall be entitled to a tool allowance of one hundred ~~fifty~~ **fifty** dollars (~~\$100~~) (**\$150**) and to a further allowance of ~~fifty dollars (\$50)~~ **seventy-five dollars (\$75)** for each completed year of service thereafter to a total maximum allowance of ~~four~~ **six** hundred dollars (~~\$400~~) (**\$600**).

* * *

ARTICLE 36

CLOTHING AND PROTECTIVE EQUIPMENT

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

Clothing Allowance

- (a) A regular employee in an eligible position as of September 1st, who has not previously received a clothing allowance, will be entitled to a clothing allowance of ~~\$200~~ **three hundred dollars (\$300)** on September 1st to help defray the cost of purchasing insulated clothing. Thereafter, the regular employee will be paid the clothing allowance bi-annually on September 1st, providing his/her service is continuous and he/she continues to occupy an eligible position.
- (b) A seasonal employee who is actively employed in an eligible position on a continuous basis for three (3) consecutive calendar months between November 1st and March 31st, who has not previously received a clothing allowance, will be entitled to receive a clothing allowance of ~~\$100~~ **one hundred fifty dollars (\$150)** upon completion of the three months' employment to help defray the cost of purchasing insulated clothing. Thereafter, the seasonal employee will be paid the clothing allowance bi-annually no earlier than the date of the initial allowance entitlement, provided he/she has been actively employed in an eligible position on a continuous basis for three (3) consecutive calendar months between November 1st and March 31st preceding the date of his/her entitlement.

* * *

ARTICLE 38

COMMUNITY ALLOWANCE

- 38.01(1) (a) An employee whose headquarters area (area in which the position is established) is Carcross or Tagish shall receive an annual community allowance of ~~six hundred dollars (\$600.00)~~ **six hundred and fifty dollars (\$650.00)**.
- (b) An employee whose headquarters area is Haines Junction or Teslin shall receive an annual community allowance of ~~one thousand~~

dollars ~~(\$1,000.00)~~ **one thousand one hundred and ten dollars (\$1,110).**

- (c) An employee whose headquarters area is Carmacks, Watson Lake, or Destruction Bay shall receive an annual community allowance of ~~one thousand, four hundred dollars (\$1,400.00)~~ **one thousand, seven hundred dollars (\$1,700.00).**
- (d) An employee whose headquarters area is Drury Creek, Swift River, Stewart Crossing, Beaver Creek, Dawson City, Faro, Mayo, Pelly Crossing or Ross River shall receive an annual community allowance of ~~one thousand, eight hundred dollars (\$1,800.00)~~ **two thousand two hundred (\$2,200).**
- (e) An employee whose headquarters area is Old Crow or Herschel Island shall receive an annual community allowance of eight thousand, two hundred dollars (\$8,200.00).

* * *

NEW

38.03 Camp Workers – Remote Premium

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

* * *

ARTICLE 50

REGISTRATION OF REGISTERED NURSES AND LICENSING FEES FOR LICENSED PRACTICAL NURSES

NEW

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

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ARTICLE 51

MILEAGE AND MEAL ALLOWANCES

- 51.01 ~~Effective April 1, 1991 and each April 1 thereafter,~~ **On April 1st of each year,** the Employer shall adjust the mileage, ~~rates and meal, incidental, and private non-~~

commercial accommodation allowances it provides to the levels paid by the Federal Government as of that same date.

* * *

ARTICLE 56

CHANGE IN EMPLOYMENT STATUS

- 56.01 (1) In the event that an auxiliary employee is appointed to a regular position in the bargaining unit without any break in his/her continuous employment with the Employer, then the employee shall be entitled to be credited with:
- (a) his/her length of continuous employment with the Employer as an auxiliary employee; and
 - (b) any applicable accrued, unused and unpaid credits which he/she may have earned as an auxiliary employee.
- (2) In the event that a regular employee is appointed to an auxiliary position in the bargaining unit without any break in his/her continuous employment with the Employer, then the employee shall be entitled to be credited with:
- (a) his/her length of continuous employment with the Employer as a regular employee; and
 - (b) any applicable accrued, unused and unpaid credits which he/she may have earned as a regular employee;
 - (c) **Notwithstanding (b) above, an employee who changes from regular to auxiliary status shall have any vacation, long service vacation, compensatory leave and/or travel bonus credits earned but unused during the employee's regular employment paid out to the employee at the employee's hourly rate of pay prior to making the change in employment status.**

* * *

ARTICLE 58

DURATION AND RENEWAL

58.01 This collective agreement ~~will be~~ **is** renewed for the term January 1, 2010 to December 31, 2012. The date of ratification by the parties is **__(tbd)__**.

* * *

LETTERS OF UNDERSTANDING

NEW

LETTER OF UNDERSTANDING “A”

PILOT PROGRAM – SPECIAL LEAVE

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

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

* * *

NEW

LETTER OF UNDERSTANDING “F”
COMMUNITY RETENTION ALLOWANCE FOR
REGIONAL SOCIAL WORKERS

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

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

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

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

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

* * *

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

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

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

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

* * *

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)~~ **8**
Primary Care Paramedic (4)
Critical Care Paramedic (3)
Critical Care nurse (1)

TOTAL: ~~48~~ **25**

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, **initially** limited to the existing pool of auxiliary on call employees. Successful candidates shall be removed from the rotational roster applicable to auxiliary on call employees in the position for which he/she is hired. **If there are no applicants from the internal competition, the employer may recruit for the Reinforcement positions through open competition after giving the Union a reasonable opportunity to consult with their auxiliary pool members.**
7. The Pilot Program shall be reviewed and assessed every 6 months by the existing On Call Hours of Work Committee, and the union shall be provided with current statistics listing the number of hours worked by auxiliary on call employees, by name and job title, on a quarterly basis.
8. The Pilot Program may be cancelled, in whole or in part, by either party by serving 3 months notice in writing of their desire to do so. In the event of a cancellation, Reinforcement workers shall be returned to the auxiliary pool applicable to their job at the expiration of the 3 month notice period. Annual or comp leave earned but unused shall be paid out to the employees at that time.
9. The provisions of article 56.01 shall apply to Reinforcement workers.

* * *

Letter B Staff Accommodation	Renew
Letter C Heavy Equipment Operator Training Program	Renew
Letter D Daylight Saving Time	Renew
Letter E Provision of Coveralls	Incorporate into agreement as article 36.03.
Letter F Leave of Absence for Elected Union President and Vice-President	Incorporate into agreement as article 11.16.
Letter G Herschel Island	Incorporate into agreement as article 15.21-B, and renumber 15.21 to 15.21-A.
Letter H Commuting Assistance	Incorporate into agreement as article 18.11.
Letter I Violence in the Workplace	Renew
Letter J	Renew
Letter K On Call and Term Positions	Renew
Letter L Workplace Harassment	Incorporate into agreement at Article 6
Letter M Maintenance of Medicare Premiums	Renew
Letter N Economic Increases for Devolved Employees	Incorporate into agreement as article 17.15.
Letter O Registered Nurses Market Adjustment Allowance	Renew

Letter O-1 RN Retention Allowance and Primary Health Care Nurse Recruitment and Retention Allowance	Renew as amended (titles changed)
Letter P Hours of Work – Eagle Plains Camp	Incorporate into agreement as article 15.34.
Letter S Use of Auxiliary On Call Employees	Renew
Letter T Joint Committee re: 12-Hour Shift Employees	Renew
Letter U Fish and Wildlife; Conservation;	Renew
Interpretive Staff Letter V Extended Health Care Plan	Renew
Letter W New Grievance Procedure	Delete
Letter X Hours of Work – Registered Nurse Float Positions	Renew
Letter AA Wildland Fire Employees – Export Travel	Renew

Master Pay Grids

The parties agree to the following Salary and Grid adjustments:

Effective January 1, 2010 2%

Effective January 1, 2011 2.25%

Effective January 1, 2012 2.25%

Housekeeping Changes

Amend article 15.21 “Hours of Work” as follows:

Change Title to “Hours of Work – Manager Environmental Education and Youth Programs, and Youth Programs Coordinator (Department of Environment).”

And change first sentence to:

“Hours of work for regular and seasonal Manager Environmental Education and Youth Programs, and Youth Programs Coordinator (Department of Environment) shall be scheduled so that:”

Amend article 15.23 as follows:

Hours of Work – Airport Firefighters and Airport Fire Captains

Hours of work for regular full-time and seasonal full-time Airport Firefighters and Airport Fire Captains shall be scheduled so that:

- (1) In every sixteen (16) day period, employees work four (4) consecutive days of ten (10) consecutive hours followed by four days of rest, followed by four (4) consecutive ~~days~~ nights of fourteen (14) consecutive hours followed by four days of rest; and
- (2) Shifts shall be inclusive of a paid meal period of one-half (½) hour.

Amend article 15.17(5)(c) as follows:

- (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)~~ **seven and one-half (7½)** hours.

(Note this is a correction to a mistake in the agreement – these workers already work an average 7.5 hour day)

Amend Article 15.16 and Letter of Understanding R as follows:

The parties agree that Article 15.16 and LOU “R” shall be deleted upon and subject to the successful transfer of the Watson Lake Hospital to the Yukon Hospital Corporation.

Amend Article 15.17 as follows:

Recovery Unit Attendants

Delete inclusion of Recovery Unit Attendants from 15.17(1), and insert into 15.17(6), so that it reads as follows:

“Regular full-time Licensed Practical Nurses (Alcohol and Drug Services) and Recovery Unit Attendants shall be scheduled so that....”

Note: hours of work may take effect February 1, 2010

Amend Article 5.01, Article 6.02(a) and Article 12.04 as follows:

Article 5.01

Change “Subject to Section 9 of the Yukon Human Rights Act,” to “Subject to Section 10 of the Yukon Human Rights Act.”.

Article 6.02(a)

Change last line in 6.02(a) to read:

“This includes harassment as described in Section 14 of the Yukon Human Rights Act.”

Article 12.04

Change reference from “Yukon Public Service Staff Relations Act” to “Yukon Public Service Labour Relations Act”.

Amend Article 15.22(2) and Article 24.02(6) as follows:

Article 15.22(2)

Change the last line of 15.22(2) to read “...as specified in clause 15.22(1)(a) and (b) above.”

Article 24.02(6)

Change reference to “paternity” leave to “parental” leave.

Amend Appendix A, D, H and Article 17.02(c) as follows:

Appendix A: Change Campground Signmaker to Park Signmaker
Delete Park Shop Labourer
Delete “Warehouse Supervisor”
Delete “Project Supervisor (RR)”

Appendix D: Change Campground Attendant to Park Attendant
Change Campground Maintenance Worker to Park Maintenance Person
Delete “Campground Maintenance Worker”

Appendix H: Change Campground Development Person to Park Development Person
Change Campground Attendant to Park Attendant
Change Campground Maintenance Person to Park Maintenance Person
Change Campground Signmaker to Park Signmaker

Article 17.02(c): Change Campground Maintenance Personnel to Park Maintenance Personnel

Amend Appendix B as follows:

Delete Recreation Coordinator
Delete reference to “Chief Building Engineer” and replace with “Engineer 4th class”

Amend Appendix E as follows:

Delete Campground Ranger

Amend Article 15.19 as follows:

Delete: Park Ranger II

Amend Article 15.20 as follows :

Delete: Chiefs
Wildlife Research Assistants
(including references in clarifying note)

Add: Park Interpretive Staff (Park Interpretive Supervisor, Interpreter, Assistant Interpreter)

Add to article 15.20 the following titles:

Alcohol and Drug Services (Intake treatment worker; Counselor; Supervisor, Treatment Services)

Amend Article 17.09(a)(ii) as follows:

Change clause in (ii) from

“receive 5% where his/her salary on acting appointment does not exceed....”

to

“receive 5% where his/her salary in the acting position does not exceed....”

Amend Article 15.01(c)(i) as follows:

- 1) Change “Manager, Production and Network Services” to “Manager, Network Services”
- 2) Change “Network Operations Supervisor” to “Senior Network Operator”
- 3) Change “Network Support Supervisor” to “Network Architect”

Amend Article 35.01(a) as follows:

Change title of “Campground Signmaker” to “Park Signmaker”

Delete reference to “Campground Workshop Foreman” and add “Park Maintenance Person”

Amend 15.15(2)(b) as follows:

Delete reference to Cooks from 15.15(2)(b) and add new (2)(c) with the following:

15.15(2)(c): Hours of work for regular full-time and seasonal full-time Cooks (Macdonald Lodge) 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;
- (iii) in each of the above, on a daily basis employees work eight (8) hours inclusive of a paid meal period of one-half (½) hour.

Amend Article 15.17(3) as follows:

Delete existing article 15.17(3) and replace with the following:

- 15.17(3)(a) Hours of work for regular full-time and seasonal full-time employees shall be scheduled so that employees work forty (40) hours per week on weekdays, and ten (10) consecutive hours per day, inclusive of a paid meal period of one-half (½) hour.
- (b) Hours of work for regular part-time and seasonal part-time employees shall normally be scheduled on Fridays, Mondays, weekends and designated paid holidays.

Amend Article 15.19 and 15.20 as follows:

Delete “Senior Park Rangers” from article 15.19 and add in “Senior Park Ranger (Klondike)”. Add “Senior Park Ranger (Herschel)” to article 15.20.

Amend Article 15.24 as follows:

Delete reference to “Campground Development Personnel” and replace with “Park Maintenance Person, Park Maintenance Supervisor and Park Facilities Planner.”

Amend Letter of Understanding “U” as follows:

1. The parties agree to extend this letter for the length of the revised collective agreement (insert new end date into final paragraph) and revise as follows:

“This Letter of Understanding shall terminate on ___(new end date)___ , or sooner upon three (3) months written notice from either party to the other. Upon such termination, the provisions of Article 15.20 or article 15.22, as appropriate, will again apply.

2. Rename title as follows:

Letter of Understanding “U”
FISH AND WILDLIFE STAFF; CONSERVATION STAFF;
PARK INTERPRETIVE STAFF