

#181	SOURCE	FMCS		
	EFF. DATE	91	10	01
	TERM.	93	09	30
	No. OF EMPLOYEES	4		
	NOMBRE D'EMPLOYÉS	4		

COLLECTIVE AGREEMENT

BETWEEN

YUKON EMPLOYEES UNION

AND

NORTHERN CARPENTERS & ALLIED WORKERS/

UNITED BROTHERHOOD OF *CARPENTERS*

AND JOINERS OF AMERICA

LOCAL 2499

EFFECTIVE OCTOBER 1, 1991 TO SEPTEMBER 30, 1993

1009501

INDEX

ARTICLE	SUBJECT	PAGE NO.
1	Purpose of Agreement	1
2	Interpretation and Definitions	1
3	Application	5
4	Union Recognition	5
5	Union Security	6
6	Appointment of Representatives	7
7	Time Off for Union Business	7
8	Union Label	9
9	Information	9
10	Management Rights	10
11	Employer Directives	10
12	Bulletin Board Space	11
13	No Strikes or Lockouts	11
14	Discrimination and Harassment	12
15	Labour-Management Relations Committee	13
16	Staff Training and Development	14
17	Safety and Health	16
18	Technological Change	18
19	staffing	19
20	Statement of Duties	20
21	Positions	20
22	New or Revised Occupational Groups and Levels	21
23	Probationary Employees	22
24	Casual Employees	22
25	Part-Time Employees	24
26	Hours of Work	26
27	Pay	28
28	Overtime	32
29	Call Back Pay	35
30	Stand-By Pay	36

31	Reporting Pay	37
32	Severance Pay	38
33	Vehicle Allowance	40
34	Welfare Plans and Benefits	41
35	Designated Paid Holidays	41
36	Leave - General	43
37	Leave - Other	44
38	Sabbatical Leave	49
39	Sick Leave	51
40	Special Leave	52
41	Vacation Leave	57
42	Travel Bonus	60
43	Travel Time	62
44	Abandonment	65
45	Civil Liability	65
46	Contracting Out	67
47	Job Security	67
48	Lay-Off	67
49	Restriction on Outside Employment	69
50	Employee Performance Review	69
51	Discipline and Employee Files	71
52	Grievance Procedure	73
53	Wage Increase/Economic Increases	77
54	Modification, Term. Renewal of Agreement	77
	Appendix A	79
	Letter of Understanding A	80
	Letter of Understanding B	83

ARTICLE 1

PURPOSE OF AGREEMENT

1.01 The purpose of this Collective Agreement is to maintain harmonious and mutually beneficial relationships between the employees, the Employer and the Union, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.

The parties to this Collective Agreement share a desire to improve the quality of service to the members of the Yukon Employees Union and to promote the well-being and increased efficiency of its employees to the end that the membership of the Yukon Employees Union shall be efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the Yukon Employees Union in which members of the bargaining unit are employed.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) **"Allowance"** means compensation payable to an employee in addition to his/her regular remuneration payable for the performance of the duties of his/her position;
 - (b) **"Bargaining Unit"** means all employees described in the certificate issued on October 9, 1991 by the Canada Labour Relations Board covering the employees of the Yukon Employees Union;
 - (c) **"Bargaining Unit Work"** means work regularly done by any member of the bargaining unit;

- (d) **"Casual Employee"** means a person employed by the Employer for **work** of a **temporary** nature not **to** exceed three (3) months;
- (e) **"Classification"** means one **of** the positions identified in Appendix A;
- (f) A **"common-law spouse"** relationship exists when, for a continuous period of at least one (1) year, an employee has lived with a person, publicly represented that person to be his/her spouse, and continues to live with that person **as** if that person were his/her spouse;
- (g) **"Partner"** means the person with whom the employee lives **as a couple**, regardless of whether the person is the **same sex** or the opposite sex of the employee;
- (h) **"Compensatory Leave"** means leave with pay in lieu of cash payment for overtime. The duration of such leave **will** be **equal** to the overtime worked multiplied by the applicable overtime rate. The rate of pay to **which** an employee is entitled during such leave or when compensatory leave is paid in cash shall be based **on** the employee's hourly rate of pay received by him/her **on** the day immediately prior to the day on which such leave is taken;
- (i) **"Continuous Employment"** where an employee **ceases** to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three months, his/her periods of employment for purposes of pension, severance pay and vacation leave shall be considered as continuous employment with the Employer;
- (j) **"Day"** means a calendar day, unless otherwise specified;
- (k) **"Day of Rest"** in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of his/her being on leave of absence;
- (l) **"Dependant"** means a person residing with the employee who is:

- (i) The employee's spouse or partner (including common-law); or
- (ii) A natural child, ~~step-child~~, adopted child, common law child, or a foster child residing for a minimum of 6 continuous months; and is
 - (a) Nineteen (19) years or less; or
 - (b) Over the age of nineteen (19) years and is wholly dependant on the employee for support by reason of mental or physical infirmity; or who is
 - (c) Twenty-one (21) years of age or less and in full-time attendance at a school or other institution that provides training or instruction of an educational, professional, vocational or technical nature;
- (iii) Any other relative of the employee's household who is wholly dependent upon him/her for support by reason of mental or physical infirmity;
- (m) "**Employee**" means a member of the bargaining unit;
- (n) "**Employer**" means the Yukon Employees Union;
- (o) "**Grievance**" means a complaint in writing that an employee, group of employees or the Union submits to management to be processed through the grievance procedure;
- (p) "**Headquarters & Headquarters area**" means within Whitehorse city limits;
- (q) "**Holiday**" means the twenty-four (24) hour period commencing at 12:01 a.m. on a day designated as a paid holiday in the Agreement;
- (r) "**Lay-off**" means an employee whose employment has been terminated because of lack of work or lack of funding because of the discontinuance of a function and who is suitable for continued employment;

- (s) "Leave of **Absence**" means absence from duty with the Employer's **permission**;
- (t) "Membership **Dues**" means the dues established pursuant **to** the By-Laws of the Union **as** the dues payable by its members **as** a consequence of their membership in the Union and shall not include any initiation fee, insurance premium or special levy;
- (u) "**Overtime**" means work performed by an employee with the prior approval of his/her supervisor, in excess or outside of his/her regularly scheduled hours of work but excludes time worked on a designated paid holiday;
- (v) "**Part-time Employee**" means a person employed on a continuing basis for less than **the** standard work **day, week** or month. Unless otherwise provided for in **this** Agreement, **part** time employees will be entitled to all benefits and entitlements provided under this Agreement in the same proportion **as** their weekly hours compared to the standard work week;
- (w) "Probation" **means** a period of **six** (6) months for **all** positions from the **day** upon which the employee first commences employment;
- (x) "**Representative(s)**" where the word appears, indicates a representative of the Union;
- (y) "**Technological Change**" a change in the way in which employee's **will** be expected to perform their duties **as** a result of the introduction of equipment which is different in nature than that normally used at the employee's worksite;
- (z) "**Union**" means the Northern Carpenters and Allied Workers/United Brotherhood of Carpenters and Joiners of America;
- (aa) "**Week**" for the purposes of **this** Agreement shall **be** deemed **to** commence at 12:01 a.m. on Monday and terminate at midnight on Sunday;
- (ab) "**Weekly Rate of Pay**" means an employee's annual rate of pay divided by 52.17.

- 2.02 "May" shall be regarded as permissive; "shall" and "will" as imperative; and "should" as informative only.

ARTICLE 3

APPLICATION

- 3.01 The provisions of this Collective Agreement apply to the Union, the employees and the Employer.

ARTICLE 4

UNION RECOGNITION

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit.
- 4.02 (a) The Employer agrees that there shall be no intimidation or discrimination against any employee by reason of his/her membership in the Union;
- (b) The Union agrees that there shall be no intimidation or discrimination on its part toward any employee or the Employer.
- 4.03 Upon reasonable notification, the Employer shall permit access to its work premises of an accredited representative of the Union. When visits to restricted areas are involved, the representative shall obtain the Employer's permission to enter the premises. Permission to enter the Employer's premises shall not be unreasonable denied.
- 4.04 Where an accredited representative of the Union enters the work premises as provided in 4.03 he/she shall report to the supervisor of the employee before approaching the employee.

ARTICLE 5

UNION SECURITY

5.01 All employees shall ~~be~~ required to pay the Union (through monthly payroll deduction) a sum of money equivalent to the membership dues of the Union. Signing of the Employer's commencement forms shall serve ~~as~~ the employee's authorization for the Employer ~~to~~ deduct such dues.

5.02 **An** employee who declares in an affidavit that:

- (a) He/she is a member of ~~a~~ religious organization registered under the Income ~~Tax~~ Act;
- (b) His/her religious organization prevents him/her from joining ~~a~~ Union or making financial contributions to a Union; and
- (c) That he/she will make a contribution to a charitable organization of his/her choice equivalent to Union dues;

Shall not be subject to the provisions of ~~this~~ Article.

5.03 Subject ~~to~~ Clause 5.02 above, membership in the ~~Union~~ shall be a condition of employment for all employees at all times.

5.04 The Union shall inform the Employer in writing of the authorized bi-weekly deduction to be checked off for each employee defined in Clause 5.01.

5.05 (a) Deductions for Union dues shall only ~~be~~ made to the extent that earnings are available. Where an employee does not have sufficient earnings in any pay ~~period~~ to permit deductions, the Employer shall not make such deductions ~~from~~ subsequent *salary*;

(b) Notwithstanding 5.05 (a) the Employer may deduct and remit to the applicable organization premiums for welfare plans and benefits.

5.06 (a) No employee organization, as defined by the Canada Labour Code, other ~~than~~ the Union, shall be ~~permitted~~ to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit;

(b) Notwithstanding 5.06 (a) the Employer may deduct and remit to the applicable organization premiums for benefit plans.

5.07 The amounts deducted in accordance with Clause 5.01 shall be remitted to the Business Agent of the Northern Carpenters and Allied Workers by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his/her behalf.

5.08 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of production of appropriate documentation.

5.09 The Employer agrees to type the amount of Union dues paid by each Union member on their T-4 slip.

ARTICLE 6

APPOINTMENT OF EMPLOYEE REPRESENTATIVES

6.01 The Employer acknowledges the right of the Union to appoint employees as representatives of the Union.

6.02 The Union agrees to limit the appointment of representatives to a reasonable number.

6.03 The Union shall notify the Employer, in writing, of the names of the representatives.

ARTICLE 7

TIME OFF FOR UNION BUSINESS

7.01 If the requirements of Clauses 7.02 and 7.03 below are met, a Union representative appointed under Article 6 shall not suffer any loss of pay as a result of undertaking the following responsibilities on behalf of the Union during normal hours of work:

- (a) Investigating a grievance or complaint of an urgent nature;
- (b) Meeting with management to deal with a grievance;
- (c) Attending a meeting of the Labour-Management Relations Committee under Article 15, or any other meeting called by management;
- (d) Attending an arbitration hearing under Article 52;
- (e) Attending a hearing before the Canada Labour Relations Board, other than a hearing concerning certification; or
- (f) Attending meetings with a conciliation officer or conciliation board under the Canada Labour Code.

7.02 A Union representative shall obtain the permission of his/her immediate supervisor before leaving his/her work to ~~carry~~ out any of the responsibilities listed in Clause 7.01, and such permission shall not be unreasonably withheld.

7.03 Only one Union representative at one time may undertake any of the responsibilities listed in Clause 7.01 during work time, unless the Employer has specifically requested the involvement of more than one Union representative.

7.04 An employee shall not suffer any loss of pay as a result of

- (a) Meeting with management to deal with a grievance;
- (b) Appearing as a witness for the Employer at any arbitration hearing or a hearing of a conciliation officer, a conciliation board, or the Canada Labour Relations Board; or
- (c) Being called a witness by a conciliation officer, a conciliation board or the Canada Labour Relations Board.

7.05 Where operational requirements permit, the Employer will grant leave without pay to a maximum of two employees for the purpose of attending contract negotiation meetings on behalf of the Union. For all purposes besides pay, this time shall be deemed to be time worked for the employees.

- 7.06 If an employee was granted leave without pay to attend the initial contract negotiation meeting on behalf of the Union, he/she shall, notwithstanding the limit of two employees in Clause 7.05, **be granted** leave without pay in **accordance** with Clause 7.05 to attend subsequent contract negotiation meetings.
- 7.07 Where operational requirements permit, the Employer will grant reasonable leave without pay to a reasonable number of employees to attend Union Executive Meetings, Conventions of the Union and Conventions of both the Canadian Labour Congress and the Yukon Federation of Labour.
- 7.08 The Employer may grant leave without pay to attend Union Committee Meetings, or meetings of the Canadian Labour Congress Executive, or meetings of the Yukon Federation of Labour Executive. Requests for such leave will not be unreasonably denied.

ARTICLE 8

UNION LABEL

- 8.01 The Union bug, whether by stamp or typewritten, shall be included on all correspondence, reports, briefs, etc., that are produced in the office of the Employer by persons working under the conditions of this Collective Agreement.

ARTICLE 9

INFORMATION

- 9.01 The Employer shall provide each employee with a copy of the Collective Agreement.
- 9.02 At the time of hire, the Employer will inform new members of the bargaining unit, or employees appointed to new positions in the bargaining unit, of the name(s) of the Union representative(s) at their workplace.

- 9.03 The Employer will photocopy and distribute copies of this Agreement to new members of the bargaining unit.
- 9.04 If the Agreement is renewed the Employer will produce and distribute the revised version to all bargaining unit members. Before distribution the Employer will provide a draft copy to the Union for its approval.
- 9.05 If a Letter of Understanding is signed by the parties interpreting or modifying this Agreement, the Employer will provide a copy to each employee.

ARTICLE 10

MANAGEMENT RIGHTS

- 10.01 All the functions, rights, powers and authority which the Employer has not abridged, delegated or modified by this Collective Agreement are recognized by the Union as being retained by the Employer.
- (a) The Employer agrees to exercise its authority in matters concerning working conditions in a fair and reasonable manner, consistent with the provisions and the spirit of this Agreement.

ARTICLE 11

EMPLO DIRECTIVES

- 11.01 The Employer shall provide the Union with a copy of all personnel directives. Where the Employer proposes to issue a personnel directive which is intended to clarify the interpretation or application of this Agreement, the Employer shall consult with the Union prior to issuing the directive.
- 11.02 **Conflict of Provisions:** Where there is any conflict between the provisions of this Agreement and any regulation, direction or other instrument dealing with terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail.

ARTICLE 12

BULLETIN BOARD SPACE

- 12.01 The Employer shall provide bulletin board space in a reasonable location clearly identified for the use of the Union for posting notices pertaining to elections, appointments, meeting dates, news items, and social/recreational affairs.

ARTICLE 13

NO STRIKES OR LOCKOUTS

- 13.01 The Employer agrees that it will not cause or direct any lockout of its employees during the term of this Agreement.
- 13.02 The Union agrees that there will be no strike, work stoppage, or slow down during the term of this Agreement. The Union agrees that if any such action takes place, it will repudiate it forthwith and require the employees to return to work.
- 13.03 Employees covered by this Agreement shall have the right to refuse to cross a picket line. No employees shall be disciplined by the Employer for exercising the right guaranteed in this Clause. Any employee who refuses to cross a legal picket line may, at the discretion of the Employer, be considered to be on leave without **pay**.
- 13.04 After the expiration of this Agreement, before any strike or lockout, the parties agree to engage in meaningful consultation to develop a plan to reduce the impact of any strike or lockout on the clients who would otherwise receive services.

ARTICLE 14

DISCRIMINATION AND HARASSMENT

DISCRIMINATION

- 14.01** (a) Subject to Section 9 of the Yukon Human Rights Act, the parties agree that there shall be no discrimination, interference, coercion, harassment, intimidation or disciplinary action exercised or practised by employees, the Union or the Employer with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, or membership or activity in the Union;
- (b) Special programs and affirmative action programs designed to prevent or reduce disadvantage resulting from systemic discrimination are permitted. Before implementing any such program, the Employer will consult with the Yukon Human Rights Commission and the Union.

HARASSMENT

- 14.02** (a) The Employer, the employees and the Union recognize the right of all **persons employed by the Yukon Employees Union** 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 by the Yukon Employees Union is considered a disciplinary infraction and will be dealt with **as** such.
- 14.03** (a) Personal harassment **means** any improper behaviour by a person employed by the Yukon Employees Union that is directed at and offensive to another person employed by the Yukon Employees Union, 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 harassment as described in Section 13 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;
- (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 which 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.

14.04 Disciplinary measures or grievances arising from this Article will be handled as quickly and confidentially as possible. Any level of the grievance procedure may be waived by the employee if the person hearing the grievance is the subject of the complaint.

14.05 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, participate in, and be represented at any grievance hearing or any adjudication under this Agreement.

ARTICLE 15

LABOUR - MANAGEMENT RELATIONS COMMITTEE

- 15.01 (a) For the purpose of discussing matters of mutual interest/concern, a committee of not more than four **(4)** members, representing the Employer and employees in equal numbers is established;

- (b) (i) Conditional upon there being items of interest set forth on an agenda, the committee shall meet once each month; or
- (ii) Upon the call of either party the committee shall meet to discuss matters of an urgent nature;
- (iii) The committee shall be responsible for making recommendations to the Union and to the Employer.

15.02 Both parties to the committee share the responsibility for the preparation and distribution of the agenda and minutes of meetings.

15.03 Time spent by employees in carrying out the functions of the committee shall be considered to be time worked.

15.04 Meetings of the committee shall take place at such times that the representatives of the Union shall not be incurring overtime hours as a result of attendance at the meetings.

ARTICLE 16

STAFF TRAINING AND DEVELOPMENT

16.01 The Employer recognizes its responsibility to encourage development of staff capability.

16.02 The Employer will endeavour to keep staff informed of new developments, services and information relevant to clients through posting notices on the bulletin board or by providing copies directly to relevant staff members.

16.03 The Employer will provide on-the-job training and related staff development opportunities in the form of seminars, courses and conferences as they may be developed or become available. Notices of relevant training opportunities will be posted on the bulletin board.

- 16.04 To provide training opportunities, the Employer will allocate a sum of money in the budget each **year** to be **used** for staff training and development.
- 16.05 The Employer's Personnel Committee shall be guided as to what expenditures from this fund will be made by the recommendations of the Labour-Management Relations Committee.
- 16.06 In making recommendations concerning staff training and development, the Labour-Management Relations Committee shall take into account the following factors:
- (a) The current and future needs of the Employer's services;
 - (b) The benefits to clients;
 - (c) The professional development requests of individual employees;
 - (d) The wishes of any employee affected; and
 - (e) Fairness between all employees.
- 16.07 The Labour-Management Relations Committee in consultation with the Employer's Personnel Committee may develop guidelines and procedures related to staff training and development, including designating specific training opportunities as essential for specific employees.
- 16.08 Attendance at any training opportunity designated as essential shall be without cost to the employee, and without loss of pay or benefits.
- 16.09 Attendance at other training opportunities not designated as essential shall be on such terms as are determined by the Employer's Personnel Committee.
- 16.10 The Employer agrees to make all reasonable accommodation to encourage staff training and development,

ARTICLE 17

SAFETY AND HEALTH

- 17.01 The Employer and the Union agree to the appointment of a health and safety representative in compliance with the Occupational Health and Safety Act.
- 17.02 The health and safety representative **has** the authority to:
- (a) Inspect the physical condition of the workplace for which he/she has been selected once each month, or at such intervals as the Occupational Health and Safety Branch may direct; and
 - (b) Observe and, where qualified to do so, assist in or conduct tests for noise, lighting, and designated substances or agents in the workplace or part thereof for which he/she has been selected.
- 17.03 The Employer and employees shall provide to the health and safety representative such information and assistance as he/she may need for the purpose of carrying out the inspection or tests referred to in Clause 17.02.
- 17.04 A health and safety representative shall identify situations that may be hazardous to workers and shall report such situations to the Employer and to the employees or the Union.
- 17.05 Where a person is fatally or critically injured at a workplace from any cause, the health and safety representative may accompany a safety officer during an investigation of the place where the accident occurred.
- 17.06 A health and safety representative is entitled to take such time from work as is necessary to *carry* out the duties specified in Clauses 17.02, 17.03, 17.04 and 17.05 and any time spent shall, for the purpose of calculating wages owing, be deemed to have been spent at work.

- 17.07 **A** health and safety representative shall keep records of all matters dealt with and shall make such records available to the Employer and a safety officer on request.
- 17.08 **A** health and safety representative may appeal to the Occupational Health and Safety Branch to resolve any differences of opinion with the Employer concerning health and safety matters and the decision of the Officer shall be final.
- 17.09 An employee may refuse to work or do particular work where he/she has reason to believe that:
- (a) The use or operation of **a** machine, device, or thing constitutes an undue hazard to themselves or any other person; or
 - (b) A condition exists in the workplace that constitutes an undue hazard.
- 17.10 An employee who refuses to work or do particular work shall forthwith report the circumstances of the matter to his/her Employer or supervisor who shall forthwith investigate the situation reported in the presence of the worker and in the presence of
- (a) The health and safety representative, who represents the employee; or
 - (b) Another employee selected by the employee, who shall be made available and shall attend without delay.
- 17.11 After the investigation referred to in Clause 17.10, and any action taken to remove the hazard, the worker may again refuse to work or do particular work because of that hazard where he/she has reasonable cause to believe that:
- (a) The use or operation of the machine, device, or thing continues to constitute an undue hazard to them or to any other person; or
 - (b) The condition of the workplace continues to constitute an undue hazard.

- 17.12 An employee who refuses to work or do particular work under Clause 17.11 shall forthwith report the circumstances of the matter to his/her Employer or supervisor and the Employer or supervisor shall then forthwith report the circumstances of the matter to a safety officer.
- 17.13 No employee may exercise his/her right under Clause 17.09 or 17.11 if his/her refusal to perform the work puts the life, health, safety, or physical well-being of another person in immediate danger or if the conditions under which the work is to be performed are ordinary conditions in that kind of work.
- 17.14 Where the Employer requires an employee to undergo a specific medical, hearing or vision examination by a designated qualified medical practitioner, the examination will be conducted at no expense to the employee. The employee shall, upon written request, obtain results of all specific medical, hearing or vision examinations conducted.
- 17.15 Employees who are required to attend First Aid and Safety training courses shall be granted time off with pay for such training. The Employer shall pay for such course fees and tuition.

ARTICLE 18

TECHNOLOGICAL CHANGE

- 18.01 (a) Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements;
- (b) With this in view, and recognizing the extensive lead time required for the selection, installation and providing for sophisticated equipment, the Employer agrees to provide as much advance notice as is practicable but not less than three (3) months notice to the Union of any technological change in equipment which would result in substantial changes in the employment status or working conditions of employees as provided for in this Agreement. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change;

- (c) In cases where employees may require retraining, the Employer will make every reasonable effort to offer training courses. Where the Employer requires the employee to develop new skills as a result of these changes, the employee shall be provided with a reasonable amount of training. This training will occur during the employee's normal working hours where possible, however, should the courses occur after regular working hours, the employee and Employer shall mutually agree upon suitable time off based on straight-time rate compensation. Training courses provided for in accordance with this provision shall be at no cost to employees.

ARTICLE 19

STAFFING

- 19.01 When a new position is created or an existing position becomes vacant within the bargaining unit, notice of staffing the new position or vacant position shall be posted. Where the Employer wishes to create and fill a new position, or fill a vacancy in an existing position, the Employer will post a notice of the position in the Employer's business office and on the bulletin board provided in Article 12 for at least a week before any public posting or advertisement.
- 19.02 The notice shall specify the nature of the position, the minimum qualifications, the desired qualifications, the hours of work and the pay rate or range.
- 19.03 In the event of a vacancy within the bargaining unit, the Employer will consider the qualifications, ability, and experience of all applicants and where a bargaining unit applicant is equally meritorious to other applicants, the position will be awarded to the equally meritorious senior bargaining unit applicant. When the position is awarded to a bargaining unit member, the Employer may, in accordance with Article 23, within the first six (6) months of the employee's employment in this position, decide that the employee is not suitable and place the employee in their former position at the appropriate pay level.

- 19.04 No member of the bargaining unit who accepts a term position will suffer any loss of pay, benefits or seniority **as** a result of taking the ~~term~~ position.
- 19.05 All job postings received from the PSAC shall be posted on the Union bulletin board as soon as practicably possible after they are received.

ARTICLE 20

STATEMENT OF DUTIES

- 20.01 When an employee is first engaged or when an employee is reassigned to another position in the bargaining unit, the Employer shall, before the employee is assigned to that position, provide the employee with an accurate written Statement of Duties of the position to which he/she is assigned.
- 20.02 Upon written request an employee shall be provided a complete and current statement of the duties and responsibilities of his/her position.

ARTICLE 21

POSITIONS

- 21.01 A position means employment in a job classification as set out in Appendix A and in a specific job category as set out below.
- 21.02 The job categories are:
- Permanent Full-time - Employment in a position requiring 37.5 regular hours work per week on a continuing basis;
 - Permanent Part-time - Employment in a position requiring less than 37.5 regular hours work/week on a continuing basis;

- Term - Employment for a specified **period** of time on a full-time or part-time basis;
- Casual - Employment on an irregular basis as required by the Employer for a period of less than three (3) continuous months.

21.03 The Employer agrees not to hire term employees other than to fill a vacancy created by the leave of a permanent employee unless approval of the Union is sought and received.

ARTICLE 22

NEW OR REVISED OCCUPATIONAL GROUPS & LEVELS

- 22.01 (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**.
- (b) The Employer will give the Union thirty (30) calendar days notice of its intention to make any changes as described in (a) above. Where the Union is in disagreement with the rates of pay for such classes, the Union will notify the Employer within fifteen (15) calendar days from the date of receipt of notification from the Employer.

Should no mutual agreement be reached, the matter may be handled in accordance with the grievance procedure in Article 52.

ARTICLE 23

PROBATIONARY EMPLOYEES

- 23.01 A new employee, or an employee appointed to a different position within the bargaining unit, shall serve a single probationary period of six (6) months.
- 23.02 Probationary employees shall have their job performance evaluated prior to the end of the six (6) month probationary **period**.
- 23.03 Unless otherwise stated, a probationary employee is entitled to the rights and benefits of *this* Agreement, including **access** to **the** grievance procedure.
- 23.04 The purpose of the probationary period is to allow the Employer to assess whether the employee is able to meet the standards required by the Employer. In assessing this, the Employer will give the employee a fair chance to prove his/her ability, and will make reasonable accommodation and provide reasonable assistance to him/her to do **so**.
- 23.05 Where a probationary employee is unable, or unlikely to **be** able to meet the standards reasonably required by the Employer, he/she may be terminated with two ~~weeks~~ written notice, or pay in lieu of notice, together with written reasons for the termination.
- 23.06 After the successful completion of the probationary period, the employee shall be **so** informed in writing.

ARTICLE 24

CASUAL EMPLOYEES

- 24.01 (a) The Employer shall hire casual employees for a period not to exceed three (3) months of continuous employment;

- (b) Where the Employer anticipates the **period** of temporary employment will be in excess of three (3) months, the employee shall be **appointed** on a term basis and shall be entitled to all provisions of the Collective Agreement from the first day of his/her employment.

24.02 The Employer shall ensure that a series of casual employees will not be employed in lieu of establishing a full-time position or filling a vacant position.

24.03 A casual employee shall be entitled to the provisions of this Collective Agreement except **as** follows:

- (a) "Continuous Employment" in respect to **a** casual employee shall include any period of employment with the Employer which has not been broken by more than ten (10) working days;
- (b) The following Clauses of the Articles contained in this Collective Agreement do not apply to casual employees:
 - (i) Vacation Leave;
 - (ii) Sick Leave;
 - (iii) Other types of leave;
 - (iv) Lay-off;
 - (v) Employee Performance Review and Employee Files;
 - (vi) Welfare Plans & Benefits;
 - (vii) Travel Bonus;
- (c) In lieu of Article **41**, casual employees will receive vacation pay at the rate of 6% of their regular wages.

24.04 A casual employee shall, upon commencement of employment, be notified of the anticipated termination of his/her employment and shall be provided one (1) days notice of lay-off for each **week** of continuous employment to a maximum of ten (10) days notice.

PART-TIME EMPLOYEES

25.01 **Pay**

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

- (a) His/her average number of hours worked per week in comparison to a full-time employee performing similar duties; and
- (b) The classification of the position to which he/she is appointed.

25.02 **Overtime**

- (a) **A** regular part-time employee is entitled to receive overtime compensation, in accordance with Article 28, when work has been authorized in advance by the Employer in excess of the regular full-time daily or weekly hours of work specified for the particular classification held by the part-time employee, and/or when work is authorized in advance by the Employer in excess or outside of the **Same** number of consecutive full-time working days **specified** for the particular classification held by the part-time employee. It is understood that the regular part-time employee may refuse to work any additional time beyond his/her schedule;
- (b) Notwithstanding paragraph (a) above, a regular part-time employee who is required to work in a classification where a full-time employee's regular daily and weekly hours of work would be averaged over a specified period of time shall be entitled to receive overtime compensation when he/she is authorized in advance by the Employer to **work** in excess of thirty-seven and one-half (37.5) regular hours per week or in excess of seven and one-half (7.5) regular hours per day.

25.03

Designated Paid Holiday

- (a) Falling on non-scheduled working day:

When a designated paid holiday falls on a non-scheduled working day, a regular part-time employee shall be reimbursed for that day on the basis of the average number of hours worked per day over a two (2) week **period** immediately preceding a designated paid holiday;

- (b) Falling on a scheduled working day:

When a designated paid holiday falls on a scheduled working day or is moved to a scheduled working day on which the employee is not required to work, a regular part-time employee shall be reimbursed for that day on the basis of the average number of hours worked per day over the two (2) week period immediately preceding a designated paid holiday;

- (c) Work performed on a designated paid holiday:

A regular part-time employee shall be paid for all hours worked on a designated paid holiday in accordance with Article 35 of this Collective Agreement;

- (d) Designated paid holidays referred to in this Article are those contained in Article 35.

25.04

Vacation Leave

A regular part-time employee shall *earn* vacation leave credits in proportion to the actual number of regular hours worked **per** week in relation to a full-time employee in the same classification as specified in Article 41.

25.05

Sick and Special Leave Credits

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

25.06 Travel Bonus

A part time employee shall be entitled to a travel bonus in proportion to the actual number of regular hours worked per year in relation to a full time employee in the same classification.

25.07 General

Other than the provisions contained in Article 25, the terms and conditions of this Agreement apply to all regular part-time employees unless specifically provided otherwise.

ARTICLE 26

HOURS OF WORK

26.01 General: A work week is Monday to Friday inclusive. The normal hours of work shall be between 08:30 and 17:00 inclusive of a **one** (1) hour unpaid lunch period to be scheduled by the Employer **as** near as possible to the mid point of the work day.

26.02 Employees shall be entitled to a rest period with pay of fifteen (15) minutes duration commencing on or about mid-morning and shall be entitled to a rest period with pay of fifteen (15) minutes duration commencing on or about mid-afternoon.

26.03 Notwithstanding 26.01 above:

- (a) In view of operational requirements, hours of work for Service Officers shall be scheduled so that, over a period of twenty-eight (28) consecutive calendar days, they shall:
 - (i) Work an average of thirty-seven and one-half (37.5) hours per week, Monday through Friday, for a total of one hundred fifty (150) hours for the twenty-eight (28) day period; and
 - (ii) Work an average of seven and one-half (7.5) hours per day, exclusive of a meal period, primarily within the normal daily hours of work of 08:30 to 17:00;

- (iii) Every pay day Service Officers will provide a record of hours worked for that pay period. This record shall include the location and type of work **performed**;
- (iv) The Employer shall review the hours worked in the first two weeks and will determine the hours to be worked by the Service Officer in the subsequent two week period;
- (b) Work performed outside the normal daily hours of work of 8:30 a.m. to 5:00 p.m. which could be performed within **those** hours, whether performed on Monday through Friday or on weekends, will be considered as hours worked pursuant to 26.03(a)(i); and
- (c) For the purposes of calculating overtime or the number of hours worked, any authorized paid leave or designated hours shall be counted **as** hours worked, to a maximum of seven and one-half hours per day;
- (d) **Earned** overtime will be paid after each 28 day **period** pursuant to 26.03 (e) and (f) and Article 28.09;
- (e) Work performed outside the normal daily hours of work of 8:30 a.m. to 5:00 p.m. which could not be performed within those hours, whether **performed** on Monday through Friday or on weekends, will be considered as overtime to be compensated at the applicable overtime rates;
- (f) **ALL** overtime or work on a designated paid holiday shall be authorized in advance by the Employer except that, where overtime **arises** as a result of unforeseeable circumstances in which it is impossible to contact the Employer to obtain prior authorization, authorization after the fact by the Employer shall not be unreasonably denied. The Employer **shall** advise all Service Officers in writing of the persons who authorize overtime.

26.04

- (a) A regular employee's working schedule will not be altered unless 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 (1.1/2T) 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.

ARTICLE 27

PAY

- 27.01 **An** employee is entitled to be paid for services rendered in accordance with the bi-weekly rates of pay specified for the position to which he/she is appointed.
- 27.02 Employees shall be paid on a bi-weekly basis with pay days being every second Wednesday;
 - (a) In the event that a holiday, **as** defined in Article 35, falls on the day designated **as** a payday, payday shall be the day of work immediately preceding the holiday;
 - (b) If requested by the employee, the Employer shall, not less than three (3) working days prior to the commencement of a leave with pay of five working days or more, pay in advance an amount equal to the leave entitlements for the period of time this leave with pay has been requested;
 - (c) The pay of new employee's will be delayed for one (1) pay period. Following an employee's severance of employment, the period of pay held back will be paid to the employee at the same time that vacation pay and severance pay is paid, minus any monies owing by the employee to the Employer.

27.03 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay shall receive such remuneration on their next regular bi-weekly payday. When overtime compensation is paid, the pay statement shall indicate the pay period, rate of overtime and the number of overtime hours.

27.04 Acting Pay

When an employee is required by the Employer to perform the duties of a higher rated position on an acting basis, he/she shall be paid acting pay calculated from the date on which he/she commenced to act as if he/she had been appointed to that higher level for the period in which he/she acts.

27.05 Performance Increments

- (a) An employee may be granted increases in pay until he/she reaches the maximum for the position he/she is holding. Such pay increases are dependent on satisfactory performance of the duties of the position by the employee and shall not be granted to the employee until the Personnel Committee of Yukon Employees Union certifies to the President that the employee is so performing the duties of his/her position;
- (b) For the purposes of such pay increases the performance of the employee shall be reviewed annually in accordance with Article 50;
- (c) Pay increments which are recommended by the Personnel Committee of Yukon Employees Union shall be granted on the anniversary date of the employee's initial appointment to the Employer;
- (d) Where the Personnel Committee of Yukon Employees Union intends to recommend withholding a pay increment from an employee, he/she shall, at least two (2) weeks and not more than six (6) weeks before the due date for the pay increment to the employee, give the employee notice in writing of his/her intention to do so. If such notice of denial is not given, the pay increment shall be implemented on the due date.

27.06 **Salary Increases**

- (a) The Employer agrees to implement the negotiated *salary* increases within 21 **days** following the date this Agreement is signed;
- (b) The Employer agrees to pay all retroactive remuneration as agreed to through negotiation for *salary* increases, overtime, acting pay and allowances within 30 days following the date this Agreement is signed.

27.07 **Upon Promotion**

- (a) 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:
 - (i) The minimum of the new range where that minimum is more than 8% above his/her present *salary*; or
 - (ii) 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
 - (iii) Where the application of (ii) above would provide for appointment exceeding the maximum of the range for the new position, the maximum rate in the range.

27.08 **Upon Reclassification**

- (a) Where an employee occupies a position which 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) Eight percent 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.

27.09 Present Incumbent Only

- (a) Notwithstanding the provisions of Article **27.08**, when a position is converted or, where as a result of audit or review, a converted position is found to be over classified and the maximum *salary* payable in the new range is less than the maximum *salary* of the incumbent of that position, he/she shall be paid as the present incumbent of that position in a holding **range** which will permit him/her to **be** paid at a *salary* which is nearest to and not less than his/her present maximum *salary*;
- (b) For the purposes of this Article, a present incumbent is an employee who, subject to the above provisions, continues to receive the annual and negotiated increases for the range of the position before it was reclassified downwards.

27.10 Application of Anniversary Date

- (a) The anniversary date of a regular employee who commences service or who is promoted or reclassified, 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.

27.11 Rates of Pay:

Pursuant to Article 53 employees shall be paid at the rates of pay as **stated** in Appendix A.

ARTICLE 28

OVERTIME

28.01 In this Article:

- (a) **"Overtime"** means work performed by an employee in excess or outside of his/her regularly scheduled hours of work;
- (b) **"Straight time rate"** means the hourly rate of remuneration;
- (c) **"Time and one-half"** means one and one-half times the straight time rate;
- (d) **"Double time"** means twice the straight time rate.

28.02 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;

- (a) The overtime work is authorized in advance by the Employer; and
- (b) The employee does not control the duration of the overtime work.

28.03 Employees shall record starting and finishing times of overtime worked on a form provided by the Employer.

28.04 (a) An employee who is requested to work overtime shall be entitled to pay at the appropriate rate described below in **(b)**;

(b) Overtime work shall be compensated as follows:

(i) At time and one-half up to four **(4)** hours;

(ii) At double time for all hours of overtime worked after the first four **(4)** consecutive hours of overtime and double time (2T) for all hours worked on the second or subsequent day of rest provided the days of rest are consecutive;

(c) "**First** day of rest" is defined as the twenty-four hour **period** commencing at midnight of the calendar day on which the employee completed his/her last regular **shift**;

(d) When the first and second or subsequent days of rest are consecutive, "**second** or **subsequent** day of rest" is defined as the **period** immediately following expiration of the first day of rest and ending at the time of commencement of the employee's next regular shift;

28.05 Designated Paid Holiday

(e) An 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 **(1.1/2T)** for the first four **(4)** hours and double time (2T) thereafter. This is in addition to the holiday pay provided for in Article **35.01**;

(f) An 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 28.04 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 **35.01**.

28.06 Meal Allowance

- (a) Where an employee is required to work three (3) or more hours 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;
- (b) Clause 28.06(a) will not apply to an employee who is on authorized travel status or where free meals are provided by the Employer;
- (c) "Immediately" as used in Article 28.06(a) 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.

28.07 An employee may, for cause, refuse to work overtime, providing he/she places his/her refusal in writing.

28.08 The Employer shall make every reasonable effort to:

- (a) Allocate overtime work on an equitable basis among readily available, qualified employees, who are normally required in their regular duties, to perform that work;
- (b) Give employees who are required to work overtime reasonable advance notice of this requirement.

28.09 Compensatory Leave in Lieu of Overtime Payment

- (a) Notwithstanding the provisions of 28.04, overtime **earned** by a regular employee within any pay period may, at the employee's option, be liquidated in either cash 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. Such compensatory leave in all or in part, may be converted back to overtime pay at the discretion of the employee;

- (c) Compensatory leave **earned** during a calendar year but not liquidated by **February** 1st following, will be paid for in cash by the pay day immediately following February 1, at the applicable overtime rate, based upon the regular employee's hourly **rate** of pay at the time of pay out.

ARTICLE 29

CALL BACK PAY

29.01

- (a) If
 - (i) For an employee, after he/she has completed his/her work for the day and has left his/her place of work; or
 - (ii) For an employee, on a designated holiday or a day of rest; or
 - (iii) For an employee, after the expiry of his/her scheduled regular hours of work on a day he/she is granted leave;

And the Employer calls the employee back to work and he/she 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;

Except that where a call back arises as a result of unforeseeable circumstances in which it is impossible to contact the Employer to obtain prior authorization, authorization after the fact by the Employer shall not be unreasonably denied;

- (b) When an employee reports to work overtime for which he/she has been recalled under the conditions described in Article 29.01 and is required to use public or commercial transportation services, he/she shall be reimbursed for reasonable expenses incurred as follows:
 - (i) The actual cost of public or commercial transportation each way, upon the production of a receipt for payment of transportation; or
 - (ii) When the employee travels, as authorized, by means of their own automobile, mileage allowance at the rate specified in the Employer's Travel Regulation;

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.

ARTICLE 30

STAND-BY PAY

- 30.01 (a) 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 three-quarters (3/4) of his/her regular straight time hourly rate for each eight (8) consecutive hours or portion thereof, that he/she is on stand-by;
- (b) 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;
- (c) No stand-by payment shall be granted if an employee is unable to report for duty when required;

- (d) An employee on stand-by required to report for work shall **be** paid in addition to the stand-by pay, the greater of:
 - (i) The applicable overtime rate for the time worked; or
 - (ii) 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;
 - (iii) 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 (d) (ii) above, the employee shall be paid for hours worked the greater of:
 - (a) The applicable overtime rate for the time worked; or
 - (b) A minimum of one (1) hour at the applicable overtime rate.

ARTICLE 31

REPORTING PAY

- 31.01 (a) If **an** employee reports to work for his/her regularly scheduled shift, and there is insufficient work available he/she is entitled to four **(4)** hours of work. When no work is available he/she shall receive four **(4)** hours pay at the straight time rate;
- (b) If **an** employee is directed to report for work on a day of rest or on a designated paid holiday, and there is insufficient work available, he/she shall be entitled to four **(4)** hours of work at the appropriate overtime rate. When no work is available, he/she shall receive four **(4)** hours' pay at the appropriate overtime rate;

- (c) If **an** employee is directed to report for work outside of his/her regularly scheduled hours, he/she shall be paid the greater of
 - (i) Compensation at the appropriate overtime rate; or
 - (ii) Compensation equivalent to four **(4)** hours pay at the straight time rate.
- 31.02** (a) Notwithstanding any other provisions in the Collective Agreement **an** employee whose hours of work are specified in Article **26** shall not be entitled to claim reporting pay.

ARTICLE 32

SEVERANCE PAY

32.01 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.

32.02 In the case of an 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.

32.03 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 the first complete 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 the Clause shall not exceed twenty-nine (29) weeks pay.

32.04 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.

32.05 Termination for Health Reasons

- (a) This Article shall apply to an employee whose employment is terminated as a result of a recommendation made to the Employer that the employee was incapable of performing his/her duties because of chronically poor health; and
- (b) When employment terminates for the reason stated in (a) above, the employee 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 his/her continuous employment to a maximum of twenty-eight (28), less any period of continuous employment in respect of which severance pay was previously granted;
- (c) When it is necessary to terminate an employee's services for health reasons, such employee shall have the right to waive his/her entitlement to severance pay and, in lieu thereof, be granted an equivalent period of leave with pay.

32.06 Resignation

Subject to Clause 32.07 a regular employee who has five (5) or more years of continuous employment is entitled to be paid on resignation, Severance pay equal to the amount obtained by multiplying one-half (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.

32.07 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 Alliance of Canada Pension Plan, 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.

32.08 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.

32.09 Death

If an employee dies, there shall be paid to his/her estate an amount equal to the product obtained by multiplying his/her weekly rate of pay immediately prior to death by the number of years of continuous service with a maximum of twenty-eight (28) regardless of any other benefit payable.

32.10 Dismissal. Abandonment of Position

An employee who is dismissed for cause from the Employer or who has been declared to have abandoned his/her position shall not be entitled to severance pay.

ARTICLE 33

VEHICLE ALLOWANCE

33.01 Service Officers shall receive a monthly automobile expense allowance; payable on a pro-rated basis of five dollars (\$5.00) per working day at the end of the first month of employment; and payable at the rate of one hundred dollars (\$100.00) on the first pay day of each month thereafter.

33.02 Where an employee who is not in receipt of a monthly vehicle allowance is required to use his/her personal vehicle on Employer business, he/she shall be entitled to receive the following remuneration:

- (a) For trips of less than 5 km, on each occasion two dollars (\$2.00);

- (b) For trips in excess of 5 km, the kilometrage at the rate provided for in the Employer's Travel Regulations;

The above-noted rates shall only be payable for trips taken with prior authorization.

ARTICLE 34

RE PL AND BENEFITS

- 34.01 Effective April 1, 1991:
- 80% of premiums of PSAC Group Plan 3136.
- 34.02 Effective January 1, 1992:
- 90% of premiums of PSAC Group Plan 3136.
- 34.03 Effective date of enrolment after date of signing:
- 90% of premiums of PSAC Group Plan 4284/4285.
- 34.04 The Welfare Plans and Benefits include only Dental Premium, Long Term Disability Premium, Life Insurance Premium, Accidental Death and Dismemberment Premium, Vision Premium and Extended Health Premium.

ARTICLE 35

DESIGNATED PAID HOLIDAYS

- 35.01 (a) The following days are designated paid holidays for employees:
- (i) New Year's Day;
 - (ii) National Heritage Day;

- (iii) **Good** Friday;
- (iv) Easter Monday;
- (v) Victoria Day;
- (vi) Canada Day;
- (vii) Discovery Day;
- (viii) Labour Day;
- (ix) Thanksgiving Day;
- (x) Remembrance Day;
- (xi) Christmas Day;
- (xii) Boxing Day;

- (b) Any day proclaimed by the Government of Canada as a National Holiday other than a designated paid holiday mentioned in 35.01(a) above, shall be proclaimed as a designated paid holiday;
- (c) Where the Government of Canada changes the name of a designated paid holiday mentioned in 35.01(a) 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.

35.02 Holiday Falling on a Day of Rest

When a day designated as a holiday under Clause 35.01 coincides with a 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.

35.03 When a day designated as a holiday for **an** employee is moved to another day under the provisions of Clause 35.02:

- (a) Work performed by the 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 the employee on the day to which the holiday was moved shall be considered **as** work performed on a holiday.

35.04 **Designated Paid Holidays**

Clause 35.01 (granting of designated holidays) does not apply to **an** 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 an employee who is granted leave without pay under the provision of Article 7 (Time Off for Representatives and Union Business), and in respect to whom the Union has certified that the employee was paid by the Union for Union business conducted on the working day immediately preceding and/or the working day immediately following the designated holiday.

- 35.05 Where a day that is a designated paid holiday for an employee falls within **a period** of leave with pay, the holiday shall not count **as** a day of leave.

ARTICLE 36

LEAVE - GENERAL

- 36.01 When the employment of an employee who has been granted more vacation leave, sick leave or special leave with pay than he/she **has** earned, is terminated, the employee shall be considered to have earned that amount of leave with pay granted to him/her provided that:

- (a) An employee's employment is terminated by his/her death;
or
- (b) An employee's employment is terminated by lay-off instituted at any time after he/she has completed one (1) or more years of continuous employment.

ARTICLE 37

LEAVE - OTHER

37.01 Court Leave

- (a) Leave of absence with pay shall be given to every regular employee, other than an employee on suspension, on retiring leave or on a leave of absence without pay, who is required other than in the performance of the duties of the employee's position:
 - (i) To serve on a jury; or
 - (ii) By subpoena or summons to attend as a witness in any proceeding held:
 - (a) In or under the authority of a Court of Justice or before a Grand Jury;
 - (b) Before a Court, Judge, Justice, Magistrate, or Coroner;
 - (c) Before the Senate or House of Commons of Canada, or a Committee of the Senate or House of Commons, otherwise than in the performance of the duties of his/her position;
 - (d) Before a Legislature or any Committee thereof that is authorized by law to compel the attendance of witnesses before it; or
 - (e) Before an arbitrator or Umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;

Provided that, should such duty in a jury or as a witness **so** permit, the employee shall return immediately to work when he/she can do so in time to complete at least one-half (1/2) days work;

- (b) Where an employee is subpoenaed to attend as a witness in any proceeding held before a Court during off-duty hours, as a result of the performance of his/her duties he/she shall be entitled to the greater of:
 - (i) For regular employees, compensation at the rate of time and one-half (1.1/2T) for all hours worked;
 - (ii) Compensation equivalent to four (4) hours pay at the straight-time rate.

37.02

Injury on Duty Leave

- (a) A regular employee shall be granted injury-on-duty leave with pay for such reasonable **period** as may be determined by the Employer where it is determined by the Workers' Compensation Board that he/she is unable to perform his/her duties because of:
 - (i) Personal injury accidentally received in the performance of his/her duties and not caused by the employee's wilful misconduct;
 - (ii) Sickness resulting from the nature of his/her employment;
 - (iii) Overexposure to radioactivity or other hazardous conditions in the course of his/her employment;

If the employee agrees to pay the Employer any amount received by him/her for loss of wages in settlement of any claim he/she may have in respect of such injury, illness or exposure;

- (b) When a regular employee has been granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of record of sick leave credits, that the employee was not granted sick leave;
- (c) When a regular employee has been granted injury-on-duty leave with pay, in accordance with Clause 37.02 (a), the employee shall earn sick, special and vacation credits in accordance with this Agreement.

37.03

Maternity Leave

- (a) Every employee who becomes pregnant shall notify the Employer of her pregnancy at least fifteen (15) weeks prior to the expected date of termination of her pregnancy and, subject to sub-section (iii), shall be granted leave of absence without pay for a total period not to exceed thirty-seven (37) ~~weeks~~ consisting of two periods as follows:
 - (i) A maximum of eleven (11) weeks prior to the expected termination date of her pregnancy; and

A maximum of twenty-six (26) weeks following the termination date of her pregnancy;
 - (ii) Notwithstanding sub-paragraph (a) (i) above, a regular employee may elect to use earned vacation and/or compensatory leave credits prior to **and** subsequent to use of unpaid maternity leave but total leave shall not exceed 11 weeks prior to and 26 weeks after the termination of pregnancy;
 - (iii) A regular employee who has not commenced maternity leave without pay may elect to use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave Article. For purposes of this Clause, illness or injury **as** defined in Article 39 shall include medical disability related to pregnancy;
 - (iv) Where the employee's newborn child is born prematurely, or is born with or contracts a condition that requires its hospitalization within the twenty-six (26) week period defined in sub-paragraph (i) above, the period of maternity leave without pay therein defined may be extended beyond the date falling twenty-six (26) ~~weeks~~ after the date of childbirth by a period equal to the ~~period~~ during which the child is hospitalized. This extension shall end no later than fifty-two (52) weeks after the termination date of pregnancy;
- (b) At its discretion, the Employer may require **an** employee to submit a medical certificate certifying pregnancy;

- (c) Where the employee commences maternity leave at a date later than eleven (11) weeks prior to the expected date of termination of her pregnancy, the Employer may request submission of a certificate from a qualified medical practitioner stating the health of the employee. Similarly, the Employer may, upon submission of a certificate from a qualified medical practitioner stating the health of the employee, permit the leave to commence at a date earlier than eleven (11) weeks prior to the expected date of termination of her pregnancy and/or provide the employee an extension to the maternity leave entitlement beyond the maximum thirty-seven (37) week period;
- (d)
 - (i) An employee who has proceeded on maternity leave must notify the Employer in writing within the two (2) month period following the termination of her pregnancy of the date upon which she intends to report to work;
An employee who fails to provide such notice may be terminated by the Employer;
 - (ii) Before returning to work, the employee must give the Employer at least one weeks notice of her intended date of return;
- (e) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for regular employees. Time spent on such leave shall be counted for pay increment purposes for regular employees.

37.04

Adoption Leave

- (a) An employee who adopts a child shall be granted leave without pay for a period not to exceed twenty-six (26) weeks for the purpose of adoption. An employee who intends to request adoption leave shall make every effort to provide at least five (5) weeks notice to the Employer in advance of the expected date of adoption. Such leave may not commence at a date earlier than one (1) week prior to the expected date of adoption. The parties agree that it is not the intent of an employee to be granted adoption leave where there was a pre-existing relationship between the employee and the child being adopted;

- (b) The employee shall be required to furnish proof of adoption;
- (c) Where both parents are employees of the Yukon Employees Union, they may both apply for adoption leave provided the combined total of such leave does not exceed twenty-six (26) weeks and is taken in a single continuous **period** by each of the employees. Both employees shall not be off on the same department and branch in the same location;
- (d) Before returning to work, the employee must give the Employer at least one (1) weeks notice of his/her intended date of return;
- (e) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for regular employees. Time spent on such leave shall be counted for pay increment purposes for regular employees.

37.05

Paternity Leave

- (a) A male employee who intends to request paternity leave shall notify the Employer **at** least fifteen (15) weeks in advance of the expected date of the birth of his child;
- (b) A male employee may request paternity leave without pay at least four **(4)** weeks prior to the expected date of the birth of his child, and subject to paragraphs (c) and (d) below of this Clause, shall be granted paternity leave without pay for a **period** beginning on the date of the birth of his child (or at a later date of to be requested by the employee) and ending not later than twenty-six (26) weeks after the date of the birth of **his** child;
- (c) The Employer may:
 - (i) Defer the commencement of paternity leave without pay at the request of the employee, such deferment will not extend beyond the twenty-six (26) **weeks** in paragraph (2) above;

- (ii) Require an employee to submit a birth certificate of the child;
- (d) Paternity leave without pay and maternity leave without pay after the termination of pregnancy utilized by an employee-couple in conjunction with the birth of their child shall not exceed a total of twenty-six (26) weeks for both employees combined, and the leave shall be taken in a single continuous **period** by each of the employees. Both employees shall not be off on their respective leaves at the same time;
- (e) Before returning to work, the employee must give the Employer at least one (1) weeks notice of his intended date of return;
- (f) Leave granted under **this** Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for regular employees. Time spent on such leave shall be counted for pay increment purposes for regular employees.

37.06

At the discretion of the Employer, a regular employee may be granted casual leave with pay to a maximum of two (2) hours for purposes of special or unusual nature. Such casual leave shall not be deducted from any earned leave credits.

ARTICLE 38

SABBATICAL LEAVE

38.01

The Employer shall grant leave of absence without pay for a **period** of up to one (1) year but not less than six (6) months to each employee who has completed six (6) years of continuous employment within the bargaining unit. It is recognized that the primary intent of this Sabbatical Leave provision is to provide personnel with needed leaves of absence without pay with no increased cost to the Employer.

38.02

The terms and conditions governing this leave shall be:

- (a) The Employer shall not be required to grant such leave during **the same period** of time to more than one (1) employee. If more **than** one (1) employee submits a request for such leave which covers all or part of the same **period** of time, seniority shall be the determining factor in the granting of such leave;
- (b) Requests for such leave shall be submitted in writing no later than six (6) months prior to the date of commencement of such leave. Such requests shall include the date of commencement and the date of termination of such leave;
- (c) Leave granted under the Article shall be deducted from the calculation of continuous employment for the purpose of calculating severance pay and vacation leave for the employee involved. The time spent on such leave shall not be counted for pay increment purposes;
- (d) During any **period** of leave granted under this Article, the employee shall pay the full premium (100%) for the benefit plans specified in this Collective Agreement;
- (e) An employee granted leave under this Article shall have the right to return to a position in the bargaining unit for which the Employer considers him/her suited at the greater of his/her former pay level and step in a new classification which represents the pay level he/she would have received if he/she had been promoted to that position;
- (f) Sabbatical Leave may be taken in conjunction with earned annual leave and corresponding vacation travel entitlements will apply;
- (g) An employee who fails to return from this leave on the date specified without the written authorization of the Employer shall be deemed to have abandoned his/her position;

- (h) Employees on Sabbatical Leave are not entitled to receive **any** benefits or allowances to which they would be entitled under the Collective Agreement unless otherwise specified in this Article.

ARTICLE 39

SICK LEAVE

- 39.01 An employee shall *earn* sick leave credits at the rate of 1 1/4 days for each calendar month for which he/she receives pay for at least ten (10) days.
- 39.02 **Granting of Sick Leave**

An employee shall be granted sick leave with pay when he/she is unable to perform his/her duties because of illness or injury provided that:

 - (a) He/she satisfies the Employer of his/her condition in such a manner and at such times **as** may be determined by the Employer; and
 - (b) He/she has the necessary sick leave credits.
- 39.03 Unless otherwise informed in advance, a statement signed by the employee stating that because of illness or injury he/she was unable to perform his/her duties, shall, when delivered to the Employer be considered as meeting the requirements of paragraph 39.02 (a).
- 39.04 An employee shall not be granted sick leave with pay during any **period** in which he/she is on leave of absence without pay or under suspension.
- 39.05 If **an** employee has insufficient credits to cover the granting of sick leave with pay under provisions of this Article, additional sick leave with pay may be granted, at the discretion of the Employer, **subject** to recovery of the value of **any** such advanced sick leave from any benefits accrued or subsequently accruing to the employee.

39.06 When **an** employee is granted sick leave with pay, and injury-on-duty leave is subsequently approved for a concurrent **period**, there shall **be** no charge against his/her sick leave credits for the **period** of concurrency.

39.07 Pay Out of Sick Leave

- (a) A regular employee who has been continuously employed for a **period** in excess of five **(5)** years, whose employment is terminated for any reason except a disciplinary discharge, may convert up to a maximum of thirty-three and one-third percent (33.1/3%) of his/her total **earned** unused sick leave credits to a maximum of sixty (60) days, to a cash pay out based on the employee's daily rate of pay at termination;
- (b) For purposes of Article 39.07 (a) "earned sick leave" shall be interpreted as including only sick leave earned while the regular employee is employed by The Yukon Employees Union;
- (c) A regular employee who terminated his/her employment more than once shall be limited, in his/her entitlement under the Article, to a maximum of sixty (60) days in total.

ARTICLE 40

SPECIAL LEAVE

- 40.01
- (a) A regular employee, other than an employee who is on retiring leave pursuant to Article 32.07, 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;
 - (b) 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.

40.02 For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, natural or foster or adopted or stepchild, father-in-law, mother-in-law, grandparent, grandchild, or any relative permanently residing in the employee's household or with whom the employee permanently resides.

40.03 Bereavement Leave

- (a) (i) The Employer shall grant a regular employee special leave with pay for a period of up to four **(4)** working days, where there is a death in the immediate family, for the purposes set out in sub-paragraph (ii) below, or alternatively, the Employer will grant four **(4)** working days special leave where the death of a member of the immediate family is imminent, provided such leave is in lieu of bereavement leave at a later date with respect to the same member of the immediate family. The Employer may request a physician's statement to verify a very serious illness in the employee's immediate family;
- (ii) The four **(4)** working days special leave granted under sub-paragraph (i) above may be taken by the regular employee at one of the following times:
 - (a) Immediately following the date of death; or
 - (b) Within a period of thirteen (13) months from the date of death for the purpose of attending a religious or traditional ceremony or event related to the death;
- (iii) In regard to sub-paragraph (ii)(b) above, the regular employee shall be entitled to utilize the total of the four **(4)** working days special leave over two separate periods within the thirteen **(13)** month period. However, the additional special leave for travel purposes which may be granted pursuant to paragraph (b) below may only be taken in conjunction with one of the two separate periods;

- (b) In addition, a regular employee may be granted up to three (3) working days special leave to travel in relationship to special leave granted in paragraph (a) above;
- (c) A regular employee is entitled to special leave with pay, up to a maximum of one (1) working day in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, and sister-in-law, for the purpose related to the death;
- (d) At the discretion of the Component President, where a death appears imminent, a regular employee may be granted paid leave beyond the maximum specified in paragraph (a) above, provided he/she has unused special leave credits sufficient for the leave granted.

40.04

Illness

- (a) (i) Where a regular employee is required to care for his/her sick dependents or a sick person permanently residing in his/her place of residence, the Employer shall grant special leave with pay up to a maximum of five (5) consecutive working days. Special leave shall be granted within the context of this Sub-clause for a regular employee who is required to care for his/her spouse;
- (ii) Pursuant to (i) above, the Component President on behalf of the Employer may, when he/she has reasonable cause to believe there is an abuse, request a report from a qualified medical practitioner or a public health nurse in communities where there is no resident doctor, to validate the illness of the applicable person referred to in paragraph (i) above provided the request is made prior to the regular employee's returns to work;
- (iii) Where a qualified physician or specialist Certified that a regular employee's child up to and including the age of eleven (11), or a child that is wholly dependent on the regular 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,

the Employer shall grant special leave with pay up to a maximum of five (5) consecutive working days to allow the regular employee to make alternate arrangements for the care of his/her child;

- (b) Where a regular employee's dependents require assistance to travel to 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 dependents to seek treatment or an appointment in their headquarters area, the regular employee may be granted special leave up to a maximum of two (2) days for travel purposes.

40.05 Marriage

- (a) After the completion of one year's continuous employment with the Yukon Employees Union a regular employee who has the credits available and who gives the Employer at least five (5) days notice, shall be granted special leave with pay to the extent of his/her credits, but not more than five (5) consecutive working days on the occasion of the marriage of the regular employee;
- (b) A regular employee who does not apply for such leave within three months of the date of his/her marriage shall no longer be entitled to the leave.

40.06 Other Leave

- (a) Special leave with pay shall be granted:
 - (i) For periods of up to a maximum of one-half (1/2) day for medical, dental, optometrist and chiropractor appointments, when it is not possible for the regular employee to arrange such appointment outside his/her normal hours of work;
 - (ii) Where a regular employee is required to travel outside of his/her headquarters area for a medical, dental, optometrist or chiropractor appointment, when it is not possible for the employee to seek treatment or an appointment in his/her headquarters area or when the employee is referred to a medical

facility outside of his/her headquarters area, the regular employee may be granted special leave up to a maximum of five **(5)** working days for travel purposes;

(iii) To a regular employee on the occasion of the birth of his/her child up to a maximum of one (1) day; The one (1) day may be taken within thirty **(30)** days of the birth of the child;

(iv) To a regular employee at any time, at the employee's option, up to three (3) consecutive working days, to be taken within thirty **(30)** days of the adoption;

(b) The regular employee shall provide necessary proof of the need for or the utilization of leave in Articles **40.03, 40.04, 40.05** or **40.06** above, at the request of the Employer;

40.06 At the discretion of the Employer, special leave with pay may be granted when circumstances not directly attributable to the regular employee prevent his/her reporting for duty.

40.07 A regular employee is not eligible for special leave with pay for any **period** during which he/she is on retiring leave, on leave of absence without pay or under suspension.

40.08 Where 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**.

ARTICLE 41

VACATION LEAVE

41.01 A regular employee is entitled to take vacation leave with pay, provided the employee has earned vacation leave credits in accordance with Clause 41.02 and subject to Clause 41.05.

41.02 (a) 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:

(i) Years of Continuous Service Monthly Accrual Rate

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

41.03 Where, in respect of any **period** of vacation leave, an employee:

(a) Is granted bereavement leave; or

(b) Is granted sick leave; or

(c) Is granted special leave under Article **40**;

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.

41.04 (a) 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;

(b) 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.

- 41.05**
- (a) 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;
 - (b) The Employer will reply to a regular employee's written authorized vacation leave request in (a) 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;
 - (c) Failure to respond to the vacation leave request within the time period provided for in paragraph (a) above shall indicate to the regular employee that his/her vacation leave has been approved;
 - (d) 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.
- 41.06**
- (a) **On** termination, a regular employee or his/her Estate shall be paid cash for any vacation leave credits outstanding;
 - (b) 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.
- 41.07**
- (a) 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;

- (b) The regular employee shall not be considered as being on vacation leave during any **period** in respect of which he/she is entitled under 41.07 (a) to be reimbursed for reasonable expenses incurred by him/her;
- (c) Where a regular employee on vacation leave outside of his/her headquarters area is recalled to duty, the employee will be entitled to one extra day of vacation leave.

41.08

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

(i) On the date a regular employee completes the qualifying period of continuous service with the Yukon Employees Union 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;

(ii) 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;

(iii) **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.

ARTICLE 42

TRAVEL BONUS

- 42.01**
- (a) A regular employee who completes one (1) year of continuous service with the Yukon Employees Union, shall be entitled to a Travel Bonus, which must be claimed within a twelve **(12)** month **period** from the date upon which the employee completed the one (1) year of continuous service;
 - (b) **For** each full year of continuous service subsequent **to** his/her first year of service, a regular employee is entitled **to a** Travel Bonus, which must be claimed within a twelve (12) month **period** from the date upon which the employee becomes eligible for the Bonus;
 - (c) **A** regular employee who does not claim the Travel Bonus in the manner prescribed by the Employer within the **periods** identified in (a) and (b) above will lose his/her entitlement to the Bonus.

42.02 Effective date of signing, the Travel Bonus to which a regular employee is entitled pursuant to Article **42.01** shall be paid as follows:

(a) Travel Expense Assistance

Single Employee A dollar amount equal to the cost of one **(1)** non-refundable economy return airline ticket from Whitehorse to Vancouver;

~~Married~~ Employees A dollar amount **equal** to the cost of one (1) non-refundable economy return airline ticket for employee and spouse from Whitehorse to Vancouver. Both employee and spouse must travel on the same 'family-fare' basis;

One Child A dollar amount **equal** to the cost of one (1) non-refundable economy return airline ticket for one (1) child from Whitehorse to Vancouver. The child must travel on the same 'family-fare' basis as the employee;

- (b) For purpose of this Article, "Child" means a person who is residing with the employee and who is:
 - (i) A natural child, step-child, adopted child, legal ward or common-law child; and is
 - (ii) Nineteen (19) years of age or less; or
 - (iii) Twenty-one (21) years of age or less and in full-time attendance at a school or other institution that provides training or instruction of an educational, professional, vocational or technical nature; or who is
 - (iv) Over the age of nineteen (19) years of age and is wholly dependent on the employee for support by reason of mental or physical infirmity;
- (c) "Married Employee" means an employee who is residing with their spouse, including those in a common-law marriage;
- (d) Payment of the Travel Bonus for two children may be made where the parent is determined by the Employer to be a Single Parent (ie: widowed, single, separated, divorced) and no claim is made for a spouse;
- (e) The total claim paid by the Employer to any household during any twelve (12) month period shall not exceed the allowable claim pursuant to this Article;

- (f) If ~~both~~ employee and spouse are employees of Yukon Employees Union, both employees may, at their choice ~~be~~ treated as "single" with the following provisions:
 - (i) If both employees are claiming "single", only one (1) employee may claim dependents;
 - (ii) Other than (i), above, and the provision respecting an employee who is a Single Parent, no other combination of the Travel Bonus will be permitted.

42.03 A regular employee shall be paid on lay-off, a pro-rated Travel Bonus based on the number of completed months worked since his/her last qualifying date or the commencement of his/her employment, but in any event, for a period not exceeding twelve (12) months.

42.04 If and when the Government of Canada Moratorium on the Taxation of Northern Allowances is revoked or is amended in such a manner as to subject payments made under this Article to income tax - applicable income tax shall be deducted from Travel Bonus payments.

ARTICLE 43

TRAVEL TIME

43.01 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 position; and

43.02 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) (i) 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;
- (ii) On a normal working day on which he/she travels and works, the employee shall be paid:

- (a) 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, even though such hours may not be in accordance with his/her normally scheduled hours of work;
 - (b) 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;
 - (c) On a day where the employee would be entitled to receive overtime pay pursuant to Article 28.04, 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;
- (iii) (a) Travel time shall be compensated in cash, except where, pursuant to (a) (ii) (b) & (c) above a portion of or all of the travel time is eligible to be paid at the applicable overtime rate, then an employee may request and with the approval of the Employer, be compensated by leave with pay for the overtime travel;
 - (b) Payment in cash shall be calculated based upon the employee's hourly rate of pay in effect at the time of travelling;
 - (c) The Employer shall grant compensatory leave, subject to operational requirements, and at a time convenient to both the regular employee and the Employer;

- (d) 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 hour of work;
- (e) Compensatory leave earned during a calendar year but not liquidated by **February** 1st following will be paid in cash by the pay day immediately following February 1st, at the applicable overtime rate, based upon the regular employee's hourly rate of pay at the time of pay out;
- (iv) A "twenty-four hour **period**" as used in subparagraph (iii) (d) 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 (v) below;
- (v) 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;
- (vi) (a) All time worked at a location outside the employee's headquarters area shall be compensated for in accordance with Article 27 of the current Collective Agreement;
- (b) All hours of overtime worked shall be compensated for in accordance with Article 28 of the current Collective Agreement.

43.03 An employee who is authorized to travel on Employer business will be reimbursed for expenses incurred in accordance with the condition and at the **rates** currently in effect in the YEU Component Travel & Accommodation Regulation.

ARTICLE 44

ABANDONMENT

44.01 An employee who is absent from duty without authorization for five consecutive working days may by notice in writing be declared by the Employer to have abandoned his/her position and thereupon the position becomes vacant and the employee ceases to be an employee. The authority of the Employer shall **be** exercised in a fair and reasonable manner.

ARTICLE 45

CIVIL LIABILITY

45.01 If an action or proceeding is brought against any employee or former employee for an alleged tort committed by him/her in the performance of his/her duties, then:

- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him/her shall advise the Employer of any such notification or legal process;
- (b) The Employer shall pay any damages or costs awarded against any such employee in such action or proceedings and **all** legal fees; and/or
- (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Employer before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of his/her duty as an employee;

- (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with the appointed counsel;
- (e) If upon adjudication of a matter arising out of ~~this~~ Article there is a finding that the employee was acting in gross disregard or neglect of his duties or the employee was not adhering to the Employer's direction at the time of the alleged tort then he/she shall be indebted to the Employer for ~~an~~ amount equal to the expenses incurred on his behalf pursuant to this Article. Prior to said recovery the Employer and employee shall discuss an acceptable recovery schedule;
- (f) In the event that a successful counter claim ~~arises~~, and a monetary award results, the employee shall reimburse the Employer for any costs incurred pursuant to this Article to the extent that the amount of the award received is sufficient ~~to~~ cover the costs incurred on the employee's behalf;
- (g) Notwithstanding (a) to (f) above, in the event that ~~an~~ action or proceeding is brought against a former employee. The Employer shall receive from the former employee (before paying any damages, costs or legal fees) a notarized written commitment of indebtedness to the Employer in the event there is a finding that the employee was acting in gross disregard or neglect of his duties or the employee was not adhering to the Employer's direction at the time of the alleged tort.

ARTICLE 46

CONTRACTING OUT

- 46.01 Contracting out of bargaining unit work shall not occur if it would result in the lay-off, the continuance of a lay-off, or the reduction in the hours of work of bargaining unit members.

ARTICLE 47

JOB SECURITY

- 47.01 There shall be no contracting out of bargaining unit work.
- 47.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of this Agreement.
- 47.03 Should a reorganization occur every reasonable effort will be made to provide alternate employment opportunities to affected employees. The Employer will also provide retraining as an alternative to lay off when a vacancy exists and the employee can meet new job requirements within a reasonable **period** of time.
- 47.04 Where an employee is laid off due to a shortage of work, reorganization or lack of funding, he/she shall be given three (3) months notice in writing of the effective day of his/her layoff or three (3) months **salary** and benefits in lieu thereof.

ARTICLE 48

LAY-OFF

- 48.01 The parties recognize that job security shall increase in proportion to the length of service. Therefore, senior employees will be the last laid off and the first recalled if they possess the required qualifications and ability to perform the remaining **tasks**.

- 48.02**
- (a) Where the duties of a position held by **an** employee are no longer required **to be** performed, the Employer may lay off the employee, and he/she thereupon **ceases** to be **an** employee;
 - (b) A person ceases to be a lay-off if:
 - (i) He/she is not appointed to a position with the Employer within twelve (12) months from the date on which he/she became a lay-off; or
 - (ii) He/she is appointed to a position with the Employer;
 - (iii) He/she declines **an** appointment to a position with the Employer ~~with~~ the same or higher maximum rate of pay, except for reasons that in the opinion of the Employer are sufficient;
 - (c) Where an employee accepts an appointment to a term or casual position, the time remaining in (b) (i) above shall be applied subsequent to the termination of the term or casual position.

48.03 Before **an** employee is laid off by the Employer and he/she ceases to be **an** employee, the following provisions must apply:

- (a) Each such employee shall be given three months notice in writing of the effective date of his/her lay-off;
- (b) Every employee shall be entitled to severance pay in accordance with the provisions of Article 32;
- (c) Every employee subject to lay-off shall, during the three months period of notice, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective Employer, and to such additional leave with pay as the Employer considers reasonable for the employee to travel to **and** from the place where his/her presence is so required.

question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his/her performance appraisal;

- (b) The Employer will discuss the draft results of the performance evaluation with the employee before formalizing it. In doing so the Employer will point out the employee's strengths and weaknesses in each area;
- (c) The formal review of an employee's performance shall also incorporate an opportunity to state his/her career development goals and that every effort be made to develop the career potentials of each employee through re-training or any other facets of career development which may be available;
- (d) A final copy of the employee's performance evaluation shall be placed on the employee's personnel file with his/her written comments (if any) attached;
- (e) The Employer will provide a copy of the formal performance evaluation to the employee upon request.

50.03

- (a) Subject only to satisfactory conduct and performance, the *salary* of a regular employee shall be increased on the employees anniversary date by four (4%) percent;
- (b) Where a regular employee is not to be granted the *salary* increase referred to in (a) above, the Employer shall notify the employee in person or by registered mail at least 10 working days in advance of the employee's anniversary date;
- (c) Where the application of (a) above would provide for a performance increment exceeding the maximum of the range for the position, the maximum rate in the range will apply;
- (d) Notwithstanding (a) above, a regular employee is not eligible to recover a performance increment:
 - (i) If he/she is at the maximum of his/her *salary* range;
or

- (ii) If he/she is in a position for which there is a single rate of pay;
- (e) Where a performance increment provided for under this Article is withheld, the *salary* increment may be granted by the Employer on any subsequent first day of a month up to six (6) months after the date upon which the increment has been withheld.

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

ARTICLE 51

DISCIPLINE AND EMPLOYEE FILES

EMPLOYEE FILES

- 51.01
- (a) (i) In the case of promotional opportunities or disciplinary action, the Employer agrees not to introduce **as** evidence any document from the employee's file if he/she has not been made aware of its existence by copy at the time of filing;
 - (ii) Any notice of disciplinary action placed on the employee's file shall not be introduced by the Employer **as** evidence after one (1) year has elapsed in the **case** of promotional opportunities or disciplinary action, provided that no further disciplinary action has been recorded during this period of time;
 - (iii) (a) Upon written request of an employee, the employment files of the employee shall be made available for the employee's examination within a reasonable period of time;

- (b) The employee shall be permitted to make copies of any **documentation on his/her file;**
- (c) The employee has the right to have a **Union** representative present during a review of the employment files;

DISCIPLINE

- 51.02**
- (a) An employee has the right to have a Union representative present, should he/she so desire, during any meetings held between the employee and the Employer relating to the employee discipline;
 - (b) A disciplinary infraction is an act or conduct on the part of **an** employee which amounts to a breach of this Agreement or a breach of the Employer's policies in the workplace;
 - (c) Disciplinary action means action taken by the Employer to stop or deter a disciplinary infraction, including:
 - (i) a notation on the employee's personnel file;
 - (ii) a written warning;
 - (iii) specific written expectations which the employee is required to meet;
 - (iv) **a** written reprimand;
 - (v) a suspension with or without pay;
 - (vi) a demotion; or
 - (vii) a dismissal;
 - (d) The order of the above disciplinary actions is not necessarily sequential, nor do Clauses (i) through (iv) above reflect an increasing severity;
 - (e) A verbal warning or suggestion for improvement does not constitute disciplinary action;
 - (f) The Employer will **take** disciplinary action only where there is just cause, upon being satisfied on reasonable grounds that the employee has committed the disciplinary infraction;

- (g) Disciplinary action (except for dismissal) is intended to correct and deter further disciplinary infractions, not punish the employee. **The** Employer will use the least serious form of disciplinary action which will likely stop or deter further disciplinary infractions by the employee;
- (h) Before beginning an investigation into a disciplinary infraction, the Employer will inform the employee of the intention to conduct an investigation and the grounds for doing so, unless there is reasonable cause to withhold this information from the employee;
- (i) Before any disciplinary action is taken against an employee, the Employer shall give the employee an opportunity, as soon as possible at a time and location convenient to the employee and Employer, to present his/her version of the facts to the Employer either alone, or, if the employee wishes, with a Union representative present.

ARTICLE 52

GRIEVANCE PROCEDURE

- 52.01** A grievance is any written complaint made by the Union, an employee or group of employees regarding pay, working conditions, terms of employment or the interpretation, application, administration or alleged violation of this Collective Agreement including any question as to whether a matter is arbitrable.
- 52.02** Before submitting a grievance, an employee is encouraged to discuss the matter with his/her supervisor. An employee may, if he/she **so** desires, be assisted or represented by the Union during such discussions.
- 52.03** An employee may be represented by the Union at the complaint level and at each step of the grievance procedure.
- 52.04** Grievances shall be submitted to the Component President at each step of the grievance procedure. The Component President shall be responsible for forwarding the grievance to the representative of the Employer authorized to deal with grievances at the

appropriate step and for providing the employee and the Union with a receipt stating the **date on** which the grievance was **received signed** by the Component President.

- 52.05** step 1: **An** employee or the Union may submit a grievance in accordance with Clause **52.04**. The Chairperson of the Personnel Committee is the authorized representative of the Employer at Step 1.
- 52.06** Step 2: If the Chairperson of the Personnel Committee does not deal with the grievance to the employee's satisfaction, the employee or the Union may submit the grievance to Step 2 in accordance with Clause **52.04**. The Component President or an Executive Vice-president delegated by the Component President shall hear and determine the grievance.
- 52.07** Step 3: If the responsible representative of the Employer at Step 2 does not deal with the grievance to the employee's satisfaction, the Union may submit the grievance to arbitration in accordance with Clause **52.04**. The Component President is authorized by the Employer to agree with the Union on a mutually acceptable arbitrator to whom the grievance will be submitted.
- 52.08** The decision of the arbitrator shall be final and binding on both the Employer and the Union. The arbitrator shall have the authority to modify or amend any penalty.
- 52.09** The Employer shall grant time off with pay to the grievor, his/her representative and any employee of the Yukon Employees Union called as a witness in connection with a grievance where such a meeting is deemed **necessary** or where such a meeting is convened by the Employer.
- 52.10** (a) A grievance must be presented to the First Step within twenty-five (**25**) working days of the employee becoming aware of the circumstances giving rise to the grievance;
- (b) (i) A hearing will be convened and a written response will be given by the Employer to the grievor and his/her representative within ten (**10**) working days of its receipt of the grievance at Step 1;

- (ii) A hearing will be convened and a written response will be given by the Employer to the grievor and his/her representative within twenty (20) working days from receipt of the grievance at Step 2;
 - (c) If the Employer's reply is not satisfactory to the employee or failing reply at Step 1, the employee or the Union has ten (10) working days from the expiry of the time limit in paragraph 52.10 (b) (i) in which to submit the grievance to the next step. The employee or the Union has twenty (20) working days from the expiry of the time limit at Step 2 in which to submit the grievance to arbitration;
 - (d) The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Union representative.
- 52.11 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, Step 1 of the grievance procedure may be eliminated by agreement of the Employer and the employee, and, where applicable, the Union.
- 52.12 Where the Employer suspends or discharges an employee, the grievance procedure set forth in this Collective Agreement shall apply except that the grievance may at the grievor's discretion be presented at Step 2.
- 52.13
- (a) The decision of the arbitrator in respect of an interpretation or alleged violation of this Agreement shall be final and binding upon the parties, but in no event shall the arbitrator have the power to alter, modify or amend this Agreement in any respect;
 - (b) The arbitrator shall have the power to modify penalties as contained in Sections 60 and 61 of the Canada Labour Code, Part I;
 - (c) The fees and expenses of the arbitrator shall be equally shared by the Union and the Employer, and each party shall bear its own costs for every such arbitration.
- 52.14 Notwithstanding the provisions of 52.07 the level 3 procedure may be suspended without infringing upon time limits if:

- (a) The Union submits a written request for mediation within 10 days of receiving the Level 2 decision;
- (b) The request for mediation shall **be** given to the Component President who shall provide the Union with a receipt stating the date the request was received, and present the request for mediation to the Executive Committee;
- (c) The Union and the Employer shall determine mutually acceptable terms for hiring a mediator, including time frames for conducting the mediation. If the parties fail to agree, either party may invoke the Level 3 procedure;
- (d) The parties to this Agreement may establish a list of local Yukon mediators acceptable to them, which list may be established from time to time, or when the need for a mediator arises;
- (e) The Employer and the Union shall equally share the fees or expenses related **to** mediation;
- (f) If the mediation is successful, the mediator shall write down the terms of settlement, and deliver them to the parties **as** per Clause 52.14(c);
- (g) If the mediation is unsuccessful, the mediator shall confirm this in writing, and forward it to the parties as per Clause 52.14(c);
- (h) The failure of mediation is deemed to occur on the date that the Union and the Employer receive the letter from the mediator under Clause 52.14(g) above, and if this date is different for each party, the later date;
- (i) Mediation attempts are settlement discussions, and any offers or counter offers made during mediation discussions shall not be used as evidence at a later arbitration hearing.



ARTICLE 53

WAGE INCREASES

- 53.01 Effective April 1, 1992, the agreed to rates of pay be increased by 6%.
- 53.02 Effective April 1, 1993, the rates of pay be increased by 1% ;
- (a) Any wage increase negotiated for Yukon Government Employees Union members in excess of 1% for the fiscal period April 1, 1993 to April 1, 1994 will be implemented retroactively on this bargaining unit's rates of pay (rate as of March 30, 1993).

ARTICLE 54

MODIFICATION. TERM. RENEWAL OF AGREEMENT

- 54.01 Unless otherwise expressly stipulated, the terms and conditions of this Collective Agreement shall become effective on the date of signing and shall remain in force and effect from year to year thereafter unless either party gives to the other party notice in writing that it desires its termination or amendment.
- 54.02 Either party desiring to propose changes or amendments to this Collective Agreement shall, within ninety (90) days prior to the expiry date, give notice in writing to the other party. Such notice shall contain the proposed changes or amendments desired. A meeting of the parties will be convened within twenty (20) days of the date on which the notice was served to commence bargaining.
- 54.03 The parties hereto shall adhere fully to the terms of this Collective Agreement during the period of bonafide collective bargaining and if negotiations extend beyond the expiry date of the Collective Agreement, the terms and conditions shall continue in force and effect until a new Collective Agreement is signed or until the appropriate process under Part I of the Canada Labour Code is exhausted, whichever occurs first.

54.04 This Collective Agreement may be amended by mutual consent of the parties.

54.05 This Collective Agreement shall be binding and remain in effect from October 1, 1991 to September 30, 1993.

APPENDIX A

RATES OF PAY

- A. Current
- B. Effective April 1, 1992 6%
- C. Effective April 1, 1993 1%

ADMINISTRATIVE SUPPORT

A.	31,633	32,899	34,215	35,583	37,007
B.	33,531	34,872	36,267	37,718	39,227
C.	33,866	35,221	36,630	38,095	39,619

	<u>S</u>	<u>R</u>	<u>A</u>	<u>T</u>	<u>E</u>	<u>I</u>	<u>N</u>	<u>T</u>	<u>/</u>	<u>S</u>	<u>E</u>	<u>E</u>	<u>T</u>
A.	33,793	35,144	36,550	38,012	39,533								
B.	35,820	37,253	38,744	40,293	41,905								
C.	36,178	37,625	39,130	40,696	42,324								

SERGEANT OFFICER

A.	40,327	41,940	43,618	45,363	47,177
B.	42,747	44,456	46,235	48,084	50,007
C.	43,173	44,900	46,696	48,564	50,506

SERGEANT OFFICER

A.	46,576	48,439	50,377	52,392	54,487
B.	49,371	51,345	53,399	55,535	57,757
C.	49,865	51,859	53,934	56,091	58,335

For the purpose of rates of pay, increments are on an annual basis in accordance with Article 27.05.

Notwithstanding the foregoing, rates of pay shall be amended in accordance with Letter of Understanding A and the rates noted above will become null and void on the effective date as determined in accordance with Letter of Understanding A.

LETTER OF UNDERSTANDING A

The parties agree that during the life of this Collective Agreement the Employer will undertake a review of the classifications of the four bargaining unit positions which exist on date of signing the Agreement.

Notwithstanding any other provision of the Collective Agreement, the following terms shall apply to the review of classification for the bargaining unit.

The parties further agree to the following points:

- (a) The Employer will ensure consultations take place with each effected employee when reviewing their existing position descriptions;
- (b) The Employer will ~~seek~~ authority to have a PSAC Classification Officer evaluate the position descriptions against the criteria and benchmarks of the YTG Classification and Evaluation System. (Should authority be withheld, the parties will jointly determine another individual to conduct the evaluation.) The Union shall be informed (in advance) of the date position descriptions are being submitted to a Classification person for review ;
- (c) The evaluation submitted by the Classification Officer shall be in writing and both parties shall be bound by the decision without right of grievance or appeal;
- (d) As present wage structures are based on the YGEU Master Pay Grids, the classification levels determined by evaluation shall then be tied directly to the pay grids of the YGEU Collective Agreement;
- (e) Should the Classification Officer determine that any position is classified downward, resulting in a lower maximum **salary**, the incumbent in the position shall:
 - (i) If his/her annual *salary* is greater than the maximum salary specified for the new classification level, retain their present *salary* and be entitled to receive the negotiated *salary* increases in subsequent Collective Agreements (unless a term of employment is negotiated to the contrary);

- (ii) If his/her annual *salary* is less than the maximum *salary* specified for the new classification level, the incumbent will retain their present *salary* and shall be entitled to receive performance increments **as** specified in the Collective Agreement to the maximum of the new classification level and further to receive the negotiated *salary* increases in subsequent Collective Agreements (unless a term of employment is negotiated to the contrary);
- (f) Should the Classification Officer determine that the position is properly classified, the incumbent shall, for the life of this agreement, retain the pay rate specified in the Collective Agreement;
- (g) Should the Classification Officer determine that a position be reclassified upward, the incumbent in such position shall:
 - (i) If their present *salary* is less than the minimum of the new classification level, receive on the effective date the minimum of the new level;
 - (ii) If their present *salary* is more than the minimum but less than the maximum of the new classification level, continue to receive their present *salary* and be entitled to receive performance increments as specified in the Collective Agreement, to the maximum of the new classification level and further to receive negotiated salary increases in subsequent Collective Agreements (unless a term of employment is negotiated to the contrary);
 - (iii) If their present *salary* is at the top of their range and has been at the top of the range for not less than the **12** months preceding June 1, **1993**, be entitled as of the effective date to a performance increment of **4%** unless this would exceed the maximum of the new range, in which case they would be entitled to the maximum of the new range;
- (h) The Employer undertakes to ensure that meetings with the employees on their position descriptions will be undertaken during normal working hours and shall not be subject to leave usage;

- (i) The employees undertake to ensure that any personal or Union initiated review of their position descriptions or preparations related thereto, unless instructed otherwise by the Employer, will not be undertaken during paid working hours;
- (j) The Employer agrees to pay the costs for the Classification Officer;
- (k) The effective date of the reclassification shall be subject to negotiation between the parties. Negotiations for the purpose of determining an effective date shall be limited to that issue only. Negotiations shall commence after June 9, 1993, but before June 18, 1993. Should the parties be unable to reach agreement on the effective day, the matter shall be referred to binding arbitration by the parties;
- (l) For the purpose of *salary* increments, the anniversary date of an employee who is reclassified shall be changed to the effective date of reclassification;
- (m) For the purpose of this Letter of Understanding, present salary shall ~~mean~~ salary payable as of June 1, 1993.

This Letter of Understanding will become void on the date of agreement between the parties or upon the date the arbitration decision is received, whichever may be the case.

LETTER C UND ANDING B

Effective July 1, 1993 the following provisions shall apply only to regular employees.

37.03

Maternity Leave

(f) (i) After completion of one (1) year continuous employment, an employee who:

(a) Agrees to return to work for a **period** of at least six (6) months after the expiry of her maternity leave; and

(b) Provides the Employer with proof that she has applied for Unemployment Insurance benefits and that the C.E.I.C. has agreed that the employee is qualified for and is entitled to such benefits pursuant to the Unemployment Insurance Act;

Shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.

(ii) An employee under paragraph (i) above shall sign an agreement with the Employer, providing that:

(a) She will return to work after the expiry of her maternity leave, unless this date is modified with the Employer's consent; and

(b) She will work for a period of at least six (6) months after her return to work; and

- (c) Should the employee fail to return to work **as** per the provisions of sub-paragraphs (a) and (b) above for **reasons** other than death, lay-off or disability, the employee agrees that she is indebted to the Employer for the full amount received as maternity leave allowance,

- (iii) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
 - (a) Where the employee is subject to a waiting **period** of two (2) weeks before receiving unemployment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay for each **week** of the two week waiting period, less any other monies earned during this period; and
 - (b) For up to a maximum of fifteen (15) weeks, payments equivalent to the difference between the Unemployment Insurance benefits that the employee received at the actual time of the maternity leave and ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during this period.

- (iv) The weekly rate of pay referred to in paragraph (iii) above shall be:

- (a) For a full-time employee, the weekly rate of pay for the classification prescribed in her certificate of appointment to her position to which she is entitled on the day immediately preceding the commencement of her maternity leave;
- (b) For a part-time employee, the weekly rate of pay for the classification prescribed in her certificate of appointment to her position to which she is entitled on the day immediately preceding the commencement of her maternity leave, multiplied by the fraction obtained by dividing the part-time employee's assigned regular weekly hours of work averaged over the preceding six (6) month period of continuous employment by the regularly scheduled full-time weekly hours of work for the employee's classification;
- (c) Where an employee becomes eligible for a pay increase or an economic adjustment during the **SUB** Plan period set out in paragraph (iii) above, the employee's weekly rate of pay in sub-paragraphs (a) and (b) above shall be adjusted accordingly.
- (v) A regular employee who is on lay-off **status** shall not be entitled to receive any allowance payment under the **SUB** Plan pursuant to paragraph (iii) above.

- (g) (i) A regular employee who has been an employee continuously for one (1) year prior to the termination of her pregnancy, and who is granted maternity leave, may, prior to receiving any payment from the Employer of the maternity leave allowance under Article 37.03(f), elect to receive the cash payment as follows:
 - (a) A cash payment equivalent to the allowance the employee will receive in maternity benefits for two (2) weeks from the Unemployment Insurance Commission; or
 - (b) In the case of an employee not entitled to the Unemployment Insurance benefit referred to in (a) above, an equivalent cash payment.
- (ii) If the employee makes such an election, she shall not be entitled to be paid any maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan set out in Article 37.03(f).
- (iii) Where a regular employee is paid the cash payment provided under (i) above, and the employee terminates her employment without returning from maternity leave, or terminates her employment within six (6) months of her return from maternity leave, she shall not be entitled to the cash payment, and if it has been paid, it shall be recoverable by the Employer.

Adoption Leave

(f) (i) **After** completion of one (1) year continuous employment, an employee who:

(a) Agrees to return to work for a **period** of at least six (6) months after the expiry of his/her adoption leave; and

(b) Provides the Employer with proof that he/she has applied for Unemployment Insurance benefits and that the C.E.I.C. has agreed that the employee is qualified for and is entitled to such benefits pursuant to the Unemployment Insurance Act;

Shall be paid an adoption leave allowance in accordance with the Supplementary Unemployment Benefit Plan.

(ii) **An** employee under paragraph (i) above shall sign an agreement with the Employer, providing that:

(a) He/she will return to work after the expiry of his/her adoption leave, unless this date is modified with the Employer's consent; and

(b) He/she will work for a **period** of at least six (6) months after his/her return to work; and

(c) Should the employee fail to return to work as per the provisions of sub-paragraphs (a) and (b) above for reasons other than death, lay-off or disability, the employee agrees that he/she is indebted to the Employer for the full amount received as adoption leave allowance.

- (iii) In respect of the **period** of adoption leave, adoption leave allowance payments made according **to** the Supplementary Unemployment Benefit Plan will consist of the following:
 - (a) Where the employee is subject to a waiting **period** of two (2) weeks before receiving unemployment insurance adoption benefits, an allowance of ninety-three percent (**93%**) of his/her weekly rate of pay for each week of the two week waiting **period**, less any other monies earned during this period; and
 - (b) For up to a maximum of fifteen (15) weeks, payments equivalent to the difference between the Unemployment Insurance benefits that the employee received at the actual time of the adoption leave and ninety-three percent (**93%**) of his/her weekly rate of pay, less any other monies earned **during this period.**
- (iv) The weekly rate of pay referred to in paragraph (iii) above shall be:
 - (a) For a full-time employee, the weekly rate of pay for the classification prescribed in his/her certificate of appointment to his/her position to which he/she is entitled on the day immediately preceding the commencement of his/her adoption leave;
 - (b) For a part-time employee, the weekly rate of pay for the classification prescribed in his/her certificate of appointment to his/her

position to which he/she is entitled on the day immediately preceding the commencement of his/her adoption leave, multiplied by the fraction obtained by dividing the part-time employee's assigned regular weekly hours of work averaged over the preceding six (6) month period of continuous employment by the regularly scheduled full-time weekly hours of work for the employee's classification;

- (c) Where an employee becomes eligible for a pay increase or an economic adjustment during the **SUB** Plan period set out in paragraph (iii) above, the employee's weekly rate of pay in sub-paragraphs (a) and (b) above shall be adjusted accordingly.

- (v) A regular employee who is on lay-off **status** shall not be entitled to receive any allowance payment under the SUB Plan pursuant to paragraph (iii) above.

Paternity Leave

(g) (i) After completion of one (1) year continuous employment, an employee who:

(a) Agrees to return to work for a **period** of at least six (6) months after the expiry of his paternity leave; and

(b) Provides the Employer with proof that he has applied for Unemployment Insurance benefits and that the C.E.I.C. has agreed that the employee is qualified for and is entitled to such benefits pursuant to the Unemployment Insurance Act;

Shall be paid a paternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.

(ii) An employee under paragraph (i) above shall sign an agreement with the Employer, providing that:

(a) He will return to work after the expiry of his paternity leave, unless this date is modified with the Employer's consent; and

(b) He will work for a period of at least six (6) months after his return to work; and

(c) Should the employee fail to return to work **as** per the provisions of sub-paragraphs (a) and (b) above for reasons other than death, lay-off or disability, the employee agrees that he is indebted to the Employer for the full amount received as paternity leave allowance.

- (iii) In respect of the period of paternity leave, paternity leave **allowance** payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
 - (a) Where the employee is subject to a waiting period of two (2) weeks before receiving unemployment insurance paternity benefits, an allowance of ninety-three percent (93%) of his weekly rate of pay for each week of the two week waiting period, less any other monies earned during this period; and
 - (b) For up to a maximum of fifteen (15) weeks, payments equivalent to the difference between the Unemployment Insurance benefits that the employee received at the actual time of the paternity leave and ninety-three percent (93%) of his weekly rate of pay, less any other monies earned during this period.
- (iv) The weekly rate of pay referred to in paragraph (iii) above shall be:
 - (a) For a full-time employee, the weekly rate of pay for the classification prescribed in his certificate of appointment to his position to which he is entitled on the day immediately preceding the commencement of his paternity leave;
 - (b) For a part-time employee, the weekly rate of pay for the classification prescribed in his certificate of appointment to his position to which he is entitled on the day immediately preceding the commencement of his paternity leave, multiplied by the fraction

obtained by dividing the part-time employee's assigned regular weekly hours of **work** averaged over the preceding **six (6) month period** of continuous employment by the regularly scheduled full-time **weekly** hours of work for the employee's classification;

- (c) Where an employee becomes eligible for a pay increase or an economic adjustment during the SUB Plan **period** set out in paragraph (iii) above, the employee's weekly rate of pay in sub-paragraphs (a) and (b) above shall be adjusted accordingly.

- (v) A regular employee who is on lay-off status shall not be entitled to receive any allowance payment under the **SUB Plan** pursuant to paragraph (iii) above.

