

Collective Agreement

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between the

**New Democratic Party Caucus in the
Yukon Legislative Assembly**
(hereinafter the "employer")

and the

Public Service Alliance of Canada
(hereinafter the "union")

Effective From: April 1, 2007

To: March 31, 2010

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Article 1
PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement, in the mutual interests of Caucus Members, those that perform management functions for the Caucus, and the employees, is to establish orderly collective bargaining between the Caucus and the union. This agreement attempts to provide the best possible working conditions including fair and equitable compensation and an efficient procedure for resolving grievances in order to develop and maintain a spirit of co-operation between the Caucus and the employees, and to further our doing an effective job together of representing constituents and advancing the message of the NDP in legislature and across the territory. The parties to this agreement recognize that the well-being of the Caucus and the employees depends upon the welfare of the Caucus as a whole because Caucus members are public office holders. Caucus members and employees hold positions of great trust. It is the desire of the Caucus and the union to provide full and efficient employment.
- 1.02 The parties agree that they will act reasonably, fairly, in good faith, and in a manner consistent with the Collective Agreement as a whole.
- 1.03 The parties shall comply with all of the provisions of the Canada Labour Code where applicable and the Yukon Employment Standards Act.

Article 2
DEFINITIONS

- bargaining unit** - all employees of the Leader of the Yukon New Democratic Party in the Legislature, excluding special assistant
- caucus** - the elected members of the Yukon New Democratic Party in the assembly ("legislature")
- classification** - one of the positions identified in Schedule A of this agreement
- continuous employment**

- /continuous service** - the uninterrupted employment with the Yukon New Democratic Party in the Legislative Assembly and includes:
 - (a) the service of a sessional during the laid-off period between sittings;
 - (b) the service of a permanent lay-off rehired within a period of one year
 - (c) the service of an employee with the Government of the Yukon Territory if employed by such at time of hire.

- date of signing** -

- employee** - a member of the bargaining unit

- employer** - Leader of the Yukon New Democratic Party in the Yukon Legislative Assembly

- fiscal year** - April 1st to March 31st

- gender** - where the feminine gender is used it shall be considered to include the masculine gender unless any provisions of this Agreement otherwise specify

- may** - shall be regarded as permissive, “shall” and “will” as imperative, and “should” as informative only.

- partner** - 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

- union** - the Public Service Alliance of Canada and/or the Yukon employees’ union

Article 3 APPLICATION

3.01 The provisions of this 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 The employer agrees that there shall be no intimidation or discrimination against any employee by reason of her membership in the union, and the union agrees that there shall be no intimidation or discrimination on its part towards any employee or the employer.
- 4.03 The employer agrees that, given reasonable notice to the employer by the union, an accredited representative of the union appointed under Article 6 may be allowed access to the work premises for the purpose of investigating a grievance or a complaint by an employee or the union, provided the union representative requests permission for access directly or through an officer of the local union. Such permission will not be withheld unreasonably.
- 4.04 Where an accredited representative of the union enters the work premises as provided in 4.03 , 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) she is a member of a religious organization registered under the Income Tax Act;
 - (b) her religious organization prevents her from joining a union or making financial contributions to a union; and
 - (c) she will make a contribution equivalent to membership dues to a registered charitable organization of her choice
- 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 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.
- 5.06 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.
- 5.07 The amounts deducted in accordance with the Clause 5.01 shall be remitted to the union 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 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 report the amount of union dues paid by each union member on their T-4 slip.

Article 6
APPOINTMENT OF UNION REPRESENTATIVES

- 6.01 The employer acknowledges the right of the union to appoint employees as representatives.
- 6.02 The union shall determine the number of representatives and the jurisdiction of each representative, having regard to the plan of organization, the distribution of employees at the work place and the administrative structure implied by the grievance procedure covered by this agreement.
- 6.03 The union shall provide the employer with a list of its accredited representatives and will inform the employer of any revision to the list that may be made from time to time, and the employer shall provide the union upon request with a list of employees representing the employer at the various levels of the grievance process.

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 her regularly scheduled work time:
- (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 38, or any other meeting called by management;
 - (d) attending an arbitration hearing under Article 28;
 - (e) attending a hearing before the Canada Labour Relations Board, other than a hearing concerning certification; or
 - (9) attending meetings with a conciliation officer or conciliation board under the Canada Labour Code.
- 7.02 A union representative shall obtain the permission of her immediate supervisor before leaving her work to carry out any of the responsibilities listed in Clause 7.01, which 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 as 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, 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 In addition to the leave without pay described in Clause 7.05, a union representative may be granted up to 7 days leave without pay per fiscal year on the same terms set out in Clause 7.05 for the purpose of union business or attendance at conferences or seminars. Subject to operational requirements and with prior authorization of the employer and upon submission of a leave form, an employee may be granted additional leave without pay for a union school and other union training opportunities.
- 7.08 The employer agrees to authorize a leave of absence without pay to an employee who is elected as President of the Yukon employees' union (YEU) subject to the following conditions:
- (a) The authorized leave will be for the term of appointment designated by the union to a maximum of three (3) years.
 - (b) Upon expiry of the term of office, the employee will assume the duties of the position held by the employee prior to the leave of absence. An employee who is re-elected for subsequent term(s) will be guaranteed a position at the same level held before the leave of absence.
 - (c) If the employee ceases to hold office, she will resume the position held prior to the leave of absence.
 - (d) The union agrees to provide the employer with one month's written notice of the commencement and termination of this leave of absence.
 - (e) During such leave of absence, no benefits under this agreement will accrue or be paid by the employer.
- 7.09 Employees who are on union leave without pay under clauses 7.04 to 7.06 above shall remain on the employer's payroll. The union will reimburse the employer for **loss** of gross salary upon billing by the employer. Wherever possible the union shall reimburse the employer within 30 calendar days of receiving an invoice for **loss** of salary.

Article 8 **INFORMATION**

- 8.01 The employer shall provide the union with a monthly report giving the following information:

- (a) the names of each employee hired since the last report,
- (b) the location and classification of each employee,
- (c) the employees promoted, demoted or transferred since the last report,
- (d) the employees terminated and the reasons therefore,
- (e) bargaining unit vacancies.

In the event the above information has not changed no report is necessary.

- 8.02 When offering a person employment in the bargaining unit, the employer shall inform the prospective employee of all the terms of Article 5 (union Security).
- 8.03 At the time of hire, the employer shall 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.
- 8.04 The employer shall photocopy and distribute copies of this agreement to new members of the bargaining unit at the time of hire.
- 8.05 If this agreement is renewed or amended by the parties, the employer shall photocopy and distribute the new version to all members of the bargaining unit.
- 8.06 If a letter of understanding is signed by the parties interpreting or modifying this agreement, the employer shall provide a copy to each employee.
- 8.07 As part of orientation for new employees, the employer agrees to provide for a thirty (30) minute meeting with a union representative for the purpose of acquainting a new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the union.

New Caucus Members

- 8.08 The Party Leader, or designate shall advise each New Democratic Party candidate in a territorial election of the existence of a Collective Agreement between the Caucus and the union.
- 8.09 The Party Leader, Caucus Chair or designate shall approach each newly elected Caucus Member for the purpose of explaining the Collective Agreement.
- 8.10 Unless otherwise agreed to by both parties, at the caucus meeting following a general election, and prior to the first sitting of the next legislature, a workshop, jointly developed by the employer and the union,

shall be conducted for newly elected Members of the Legislature at which time basic orientation in the collective agreement and its application to Members and their staff shall be provided.

Article 9
BULLETIN BOARD SPACE

- 9.01 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 10
JOB SECURITY

- 10.01 There shall be no contracting out of bargaining unit work.
- 10.02 Subject to the provisions of the collective agreement persons whose jobs are not in the bargaining unit shall not routinely work on any jobs included in the bargaining unit unless other staff is unavailable, or there is an emergency.
- 10.03 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.
- 10.04 All rights, benefits, privileges and working conditions of the employees at the time of certification shall continue so long as they are not inconsistent with this agreement, but may be changed by mutual consent of the employer and the union.

Article 11
NO DISCRIMINATION

- 11.01 All employees, and the employer, are entitled to work in an environment free of discrimination on the basis of their:
- (a) ancestry, including colour and race

- (b) national origin
- (c) ethnic or linguistic background or origin
- (d) religion or creed, or religious belief, religious association, or religious activity
- (e) age
- (9) gender, including pregnancy or pregnancy-related conditions
- (g) sexual orientation
- (h) gender identity
- (i) physical or mental disability
- (j) criminal charges or criminal record
- (k) political belief, political association, or political activity
- (l) marital or family status
- (m) physical appearance or attributes
- (n) source of income
- (o) place of residence
- (p) union activity or membership, or
- (q) actual or presumed association with others identified by the above characteristics.

11.02 It is discrimination to treat an employee or the employer unfavourably because of one of the grounds set out above, unless there is reasonable cause to do so as defined in Section 10 of the Yukon Human Rights Act.

11.03 The employer, the employees and the union shall not engage in discriminatory conduct in their dealings with each other.

11.04 It is the employer's responsibility to promote a discrimination-free workplace and eliminate discrimination in the workplace as soon as the employer is aware of it.

11.05 Disciplinary measures or grievances arising from discriminatory conduct 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.

11.06 Special programs and employment equity programs designed to prevent or reduce disadvantage resulting from systemic discrimination are permitted in accordance with the Yukon Human Rights Act. Before implementing this type of program, the employer will consult with the Yukon Human Rights Commission, the Labour-Management Relations Committee, and the union.

Article 12
WORKPLACE HARASSMENT AND WORKPLACE :E

- 12.01 All employees, and the employer, are entitled to work in an environment free of workplace harassment and workplace violence.
- 12.02 Workplace harassment and workplace violence can take four forms: personal harassment, sexual harassment, abuse of authority and workplace violence. For the purposes of this agreement, these are defined as follows:
- (a) Personal harassment is offensive conduct directed to an individual personally which undermines her dignity and self-respect, and interferes with her ability to do her job or endangers her job. (Examples include racist or homophobic comments directed to an employee, disrespectful comments meant to undermine a person in the eyes of clients or other employees, etc.)
 - (b) Sexual harassment consists of sexual comments, gestures, bodily contact or display of pornography which is offensive and unwelcome to the recipient. (Examples include rape "jokes", unwanted sexual invitations, pornographic calendars, etc.)
 - (c) Abuse of authority occurs when an individual uses the power of her position in the workplace to undermine, intimidate, threaten or coerce an employee or threaten her economic livelihood. (Examples include favouritism, denial of equal opportunities for training and promotion, inaccurate performance evaluations, etc.)
 - (d) Workplace violence means any incident in which an employee is abused, threatened or assaulted during the course of his/her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.
- 12.03 The employer, the employees and the union shall not engage in workplace harassment or workplace violence in their dealings with each other.
- 12.04 A single incident may constitute workplace harassment or workplace violence. It is not necessary that the conduct be ongoing.
- 12.05 It is the employer's responsibility to promote a harassment-free and violence-free workplace and eliminate workplace harassment and workplace violence as soon as the employer is aware of it.
- 12.06 Disciplinary measures or grievances arising from workplace harassment or workplace violence 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.

Article 13 **STATEMENT OF DUTIES**

- 13.01 When an employee is hired or transferred to another position in the bargaining unit, the employer shall, before the employee is assigned to that position, provide her with a current and accurate written statement of duties of the position.
- 13.02 Upon written request, an employee shall be given a complete and current statement of duties and responsibilities of her position.

Article 14 **OVERTIME**

- 14.01 Subject to operational requirements, the employer shall make every reasonable effort:
- (a) to allocate overtime on an equitable basis using readily available, qualified employees; and
 - (b) to give employees who are required to work overtime reasonable advance notice of such
- 14.02 An employee who is required to work overtime shall be paid overtime compensation for each completed fifteen (15) minutes of overtime worked by him/her when
- (a) the overtime is authorized in advance by the employer; and
 - (b) the employee does not control the duration of the overtime work.

Regular Working Day

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

Days of Rest

- 14.04 An employee shall be compensated:
- (a) for hours of overtime worked on his/her first day of rest at the rate of time and one-half (1 ½ T) for the first four (4) hours and double time (2T) thereafter; and

- (b) for hours of overtime worked on his/her second or subsequent day of rest at the rate of double time (2T).
- 14.05 Notwithstanding the provisions of 14.03, 14.04 and Article 19, overtime earned by an employee within any pay period may, at the employee's option, be either paid out at the overtime rate or, alternatively, be banked and liquidated as compensatory leave at the applicable overtime provision.
- 14.06 The employer shall grant compensatory leave subject to operational requirements and at a time convenient to both the employee and employer.
- 14.07 Compensatory leave earned during a calendar year but not liquidated by March 1st following, will be paid out by the pay day immediately preceding the end of March, at the applicable overtime rate, based upon the employee's hourly rate of pay at the time of pay-out.

Article 15
TRANSPORTATION AND MEALS

- 15.01 Where an employee is requested by the employer to use her personal vehicle for job-related purposes, the employer will pay her mileage at the Yukon Government rate.
- 15.02 No employee shall be required, as a condition of employment, to own a vehicle or have access to one.
- 15.03 The employer may where operationally required, as a condition of employment, require an employee holding a certain position to maintain a valid driver's licence.
- 15.04 Where an employee is required to travel for work-related purposes, the employer will pay her a meal and incidental allowance at the Yukon Government rate.

Article 16
PAY ADMINISTRATION

- 16.01 The wage schedule covering all employees occupying positions shall be set out in Schedule "A", forming part of this agreement.
- 16.02 The employer shall pay wages bi-weekly in accordance with Schedule "A" on every other Wednesday. In the event of a payday falling on a

designated holiday, the payday will be the last banking day before the holiday.

- 16.03 Every employee shall receive a statement showing the gross amount earned, itemized deductions, net amount payable and hours worked in each pay period.

Article 17 **SEVERANCE PAY**

Permanent employee

17.01 Lay-Off

A permanent 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.

- 17.02 In the case of a permanent 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) week's 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.

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

- 17.04 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.

17.05 Resignation

Subject to Clause 17.06, a permanent employee who has five (5) or more years of continuous employment is entitled to be paid on resignation from the employer 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.

17.06 Retirement

On termination of employment, except for termination for just cause, a permanent employee who is entitled to an immediate annuity or an immediate annual allowance under the Public Service Superannuation

Act, shall be paid severance pay equal to the product obtained by multiplying his/her weekly rate of pay on termination of employment by the number of completed years of continuous employment less any period in respect of which he/she was granted severance pay.

sessional employee

17.07

(a) Permanent Release

A sessional employee who has worked 1950 regular hours of work of continuous employment and who is permanently released is entitled to be paid severance pay at the time of permanent release.

(b) In the case of a sessional employee who is permanently released for the first time, the amount of severance pay shall be eight (8) days pay for the first, and four (4) days' pay for each succeeding, completed 1950 regular hours of work of continuous employment, but the total amount of severance pay which may be paid under this clause shall not exceed one hundred and twenty (120) days' pay.

(c) In the case of a sessional employee who is permanently released for a second or subsequent time, the amount of severance pay shall be four (4) days pay for each completed 1950 regular hours of work of continuous employment, less any period in respect of which he/she was granted severance pay, but the total amount of severance pay which may be paid under this clause shall not exceed one hundred and sixteen (116) days pay.

(d) In no case shall the total amount of severance pay exceed one hundred and twenty (120) days pay, regardless of the number of times a sessional employee is permanently released.

(e) Resignation

A sessional employee who has worked 9750 or more regular hours of work of continuous employment is entitled to be paid on resignation from the employer severance pay equal to two (2) days' pay for each completed 1950 regular hours of work of continuous employment to a maximum of fifty-six (56) days' pay, less any period in respect of which he/she was granted severance pay.

Article 18
YUKON BONUS

- 18.01 There shall be a Yukon Bonus of \$2042.00, from which income tax may or may not be deducted, at the employee's option.
- 18.02 A permanent employee who completes two (2) years of continuous service with the employer shall be entitled to a Yukon Bonus which must be claimed within a 12 month period from the date upon which the employee completes the two (2) years of continuous service.
- 18.03 For each full year of continuous service subsequent to their qualifying period of service, a permanent employee is entitled to a Yukon Bonus which may be claimed with a 12 month period from the date upon which the employee becomes eligible for the Bonus.
- 18.04 A permanent employee shall be paid on lay-off a prorated Yukon Bonus based on the number of completed months of work of continuous service since their last qualifying date on, or in the case of their initial Yukon Bonus, since the commencement of their employment.
- 18.05 Each sessional employee who has completed four (4) sessions of the Legislature shall be entitled to a Northern Travel Assistance Allowance. This Northern Travel Assistance Allowance shall be deemed to be included in the base rate of pay earned by the employee. To this end, an amount of \$2.00 (two dollars) per hour worked shall be tax exempt with the understanding that these funds shall be used by the sessional employee for the purpose of travel as defined by Canada Revenue Agency Northern Travel Assistance Regulations.

Article 19

GENERAL HOLIDAYS

19.01 The following days are general holidays with pay:

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

- 19.02 If the employees of the Yukon Territorial Government receive any paid holidays in addition to the above, those days shall also be considered paid general holidays for the purpose of this agreement.
- 19.03 All employees shall receive general holiday pay for a general holiday. The general holiday pay for a permanent full time employee or a full time term employee shall be their regular wages for 8 hours. General holiday pay

for permanent part time employees, part-time term employees, sessional employees and casual employees shall be prorated using the number of hours worked by the employee in the previous two weeks ending on the Saturday before the holiday in comparison to a full time employee.

- 19.04 If operational requirements necessitate an employee working on a general holiday, she shall be deemed to be working overtime for all hours worked on the general holiday, and the provisions of Article 16 apply to this work. In addition, the employee shall receive general holiday pay as per Clause 19.03 above.
- 19.05 Where a paid holiday falls on a day that is not a regular work day for a permanent full time employee, a full time term employee or a permanent part-time employee or part-time term employee whose normal work week is 4 or more hours per day Monday through Friday, the employee shall receive the next regular working day off in addition to general holiday pay.
- 19.06 Where a general holiday falls on a day that is not a scheduled work day for a casual employee, sessional employee, or a permanent part-time employee, or part-time term employee other than those described in Clause 19.05 above, the employee shall receive general holiday pay as per Clause 19.03 only.
- 19.07 Hours for which general holiday pay is received shall count as hours worked for the purposes of seniority and overtime.
- 19.08 By agreement between the employee and the employer, a general holiday that is not a statutory holiday may be observed on a specific day other than the designated general holiday based on religious or cultural beliefs and values.
- 19.09 Notwithstanding anything in this Article, an employee is not entitled to holiday pay if she is absent without pay on the regular working day immediately before and immediately after the holiday.
- 19.10 Where a day that is a general holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

Article 20 **PROBATIONARY EMPLOYEES**

- 20.01 A newly hired employee, who is not a sessional employee, shall serve a probationary period of ninety (90) calendar days from the date of hiring. During the probationary period the employee shall be entitled to all the rights and benefits of the Collective Agreement.

- 20.02 A newly hired sessional employee shall serve a probationary period of one (1) complete sitting of the Legislature or forty-five (45) calendar days, whichever is greater. During the probationary period the employee shall be entitled to all the rights and benefits of the Collective Agreement.
- 20.03 The probationary period may be extended by mutual agreement for a period not exceeding an additional thirty (30) calendar days, or one complete sitting of the Legislature in the case of a sessional employee, after the employer holds a probationary period review meeting with the employee and a union representative to review the employee's work performance. The probationary period review meeting shall take place no later than the sixtieth (60th) calendar day of the probationary period for a new employee who is not a sessional employee, and no later than the thirtieth (30th) calendar day of the probationary period for a new sessional employee.
- 20.04 employees shall be informed during the course of their probation if they are not meeting the required standards and be given a reasonable opportunity to improve their job performance.

Article 21 SENIORITY

- 21.01 According to established practice, both parties recognize that employees have preference in promotion and transfer within the service of Caucus, and that job opportunities increase in proportion to length of service within the Caucus.
- 21.02 Seniority is defined as length of service in the bargaining unit. Seniority is earned from the first day of employment, including temporary employment. It shall be applied on a Bargaining Unit-wide basis, as set out in the provisions of this Agreement. employees shall continue to accumulate seniority while on parental, sick or other types of paid leave.
- 21.03 A seniority list of all employees showing full name, start date in office, additional recognized prior service if any, and a combined total seniority shall be posted in locations accessible to those affected on January 15th of each year.

The special assistant shall provide the seniority lists to the union at the same time as they are posted.

Seniority lists shall be open for revision for a period of thirty (30) calendar days from the date of posting. Revisions shall be provided in writing, by the employee or his/her representative to the special assistant within the stated thirty (30) calendar days.

employees absent from work during the period seniority lists are open for revision shall have an additional thirty (30) calendar days upon their return to make presentation, in writing.

- 21.04 After resumption of employment, employees who have a break in employment with the employer of less than two (2) years shall be reassigned all previous seniority credits.

Article 22 **LAY-OFF AND RECALL**

Permanent Lay-off

- 22.01 Subject to the resignation, retirement or death of a Member of Caucus the employer shall provide at least three (3) months notice, or pay in lieu, of the permanent lay-off of a member of the bargaining unit.
- 22.02 Subject to the ability to do the job a permanent lay-off shall be on the basis of seniority unless a bargaining unit member with greater seniority volunteers to be laid-off.
- 22.03 An employee may bump an employee in a different classification who has less seniority, subject to the ability to do the job.
- 22.04 An employee who has been laid-off shall maintain recall rights to any vacant position for a period of 12 months, subject to the ability to do the job.
- 22.05 An employee may refuse to exercise their recall rights; however, the employer may then fill the position by any other means subject to the provisions of the collective agreement.

Temporary Lay-off

- 22.06 A sessional employee shall receive at least two (2) weeks' notice or pay in lieu of a temporary lay-off.
- 22.07 A sessional employee between sittings, subject to the ability to do the job, shall be eligible for casual work assignments; during such assignments the employee shall be covered by the provisions of the collective agreement.
- 22.08 sessional employees shall have the right to refuse casual work assignments between sittings.
- 22.09 A sessional employee, whenever possible, shall be provided at least three (3) weeks' notice of re-call to their position.

- 22.10 It is the responsibility of the sessional employee to keep the employer informed of a current address, e-mail or phone number during their temporary lay-off period.
- 22.11 A sessional employee, with the permission of the employer, may waive their recall rights for up to two (2) sittings. Such permission shall not be unreasonably withheld.

Article 23 **JOB PERFORMANCE EVALUATION**

- 23.01 A probationary employee shall have a Job Performance Evaluation completed prior to the end of their probationary period.
- 23.02 Following probation an employee shall have a Job Performance Evaluation completed at least once per year. Such evaluation for a sessional employee to take place between sittings of the legislature. Meetings associated with the sessional employee's Job Performance Evaluation shall be considered time worked.
- 23.03 It is recognized by the parties that the Job Performance Evaluation is a collaborative process involving the employer, employee, co-worker and caucus members where appropriate.
- 23.04 The Job Performance Evaluation will be based on the following:
- (a) The duties, responsibilities and other requirements set out in an employee's job description;
 - (b) The employee's ability to work cooperatively with co-workers, caucus members and clients.

Article 24 **PROMOTIONS AND TRANSFERS**

- 24.01 Where the employer wishes to create and fill a new bargaining unit position, or fill a vacancy in an existing bargaining unit position, the employer will notify bargaining unit members directly where possible and will post a notice of the position in the employer's business office and on the bulletin board provided in Article 9 for at least a week before any public posting or advertisement. This provision may be waived by Agreement between the parties.

- 24.02 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.
- 24.03 The employer agrees that when a vacancy occurs for a position covered by the certification, the employer will give bargaining unit members first consideration in filling a vacancy. Where first considered applicants are not appointed to a vacancy, they will be given a verbal or a written explanation as to why their application has not been accepted at the employee's request.
- 24.04 In the selection of candidates for a posted vacancy, capability, performance and qualifications shall be the primary consideration. When such factors are relatively equal, seniority shall be the governing factor.
- 24.05 Within seven calendar days of an appointment under this Article, the employer will post the name of the successful candidate in the places mentioned in Clause 24.01.
- 24.06 A permanent employee who accepts a sessional position will not suffer any **loss** of pay, or seniority as a result of taking the sessional position.
- 24.07 A permanent employee who is promoted or transferred to a new position shall serve a trial period of no more than sixty (60) calendar days. During the trial period the employee may request, or the employer may require, that the employee return to her/his former position without **loss** of benefits or seniority. Any other employee who was promoted or transferred because of the initial appointment shall also be returned to her/his former position.
- 24.08 An employee shall not be required by the employer to transfer involuntarily to another position.

Article 25 **ACTING ASSIGNMENTS**

- 25.01 An acting assignment means the assignment of an employee to a position on a temporary basis. It is not necessary that an employee perform all of the duties of that position; it is sufficient that she/he perform substantially the duties of the position.
- 25.02 The employer is not required to make any acting assignments and an employee is not required to accept an acting assignment.
- 25.03 An employee who is acting in a position for more than four cumulative days in a three month period shall receive the salary for that position if it is higher than her/his current salary retroactive to the first day of her/his appointment.

Article 26
TRANSFER RIGHTS

26.01 An employee who was employed by the Yukon Government at the time of hire shall be eligible to transfer all benefits as provided for in the Cabinet and Caucus employees Act.

Benefits for permanent employees appointed after the Date of Certification

26.02 Subject to the Cabinet and Caucus Employees Act, the parties agree that the rights, benefits, privileges and working conditions of permanent employees in established positions at the time of certification shall also be provided to employees appointed to permanent positions after the date of certification, so long as they are not inconsistent with this agreement, but may be changed by mutual consent of the Employer and the union.

Article 27
DISCIPLINE

27.01 A disciplinary infraction is an act or conduct on the part of an employee which amounts to a breach of this agreement, a breach of the Cabinet and Caucus employees Act or a breach of the employer's policies in the workplace.

27.02 Disciplinary action means action taken by the employer to stop or deter a disciplinary infraction, including:

- (a) a notation on the employee's personnel file
- (b) a written warning
- (c) specific written expectations which the employee is required to meet
- (d) a written reprimand
- (e) a suspension with or without pay
- (9) a demotion, or
- (g) a dismissal.

27.03 The order of the above disciplinary actions is not necessarily sequential, nor do clauses (a) through (d) above reflect an increasing severity.

27.04 A verbal warning or suggestion for improvement does not constitute disciplinary action.

- 27.05 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.
- 27.06 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.
- 27.07 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.
- 27.08 Where the employer provides the information to the employee under Clause 27.07, the employer shall also inform the employee of her rights under Clause 27.09.
- 27.09 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 her version of the facts to the employer either alone or, if the employee wishes, with a union representative present.
- 27.10 Where the employer is contemplating suspension, demotion or dismissal for a disciplinary infraction, the employer may suspend the employee for up to three regular shifts with pay while deciding what disciplinary action is appropriate.
- 27.11 If any disciplinary action is taken against an employee, the employer will give the employee written notice of the specific disciplinary action taken, the reasons for it, the effective date it commences, and any financial implications for the employee.
- 27.12 A copy of the notice shall be placed on the employee's personnel file, and a copy sent to the union.
- 27.13 Only disciplinary action documented on the employee's personnel file in accordance with this Article may be introduced as evidence at any hearing relating to disciplinary action, such as a grievance arbitration.
- 27.14 No document, including any performance evaluation review, from the employee's personnel file may be introduced at a hearing related to disciplinary action if the employee was not aware of the document at the time of filing, or within a reasonable time thereafter.
- 27.15 The employer will remove any notice of disciplinary action from the employee's personnel file once the employee has attained a 24-month period without further disciplinary action having been taken.
- 27.16 An employee shall have access to her personnel file upon request, in the presence of the employer, and may have a copy of any document if she wishes.

- 27.17 If the employee consents in writing, the union representative may have the same rights as the employee in Clause 27.16.
- 27.18 An employee who is found to have been unjustly suspended, demoted or dismissed shall receive all rights or benefits to which she would otherwise have been entitled, retroactive to the date of the wrongful suspension, demotion or dismissal.

Article 28 **GRIEVANCE PROCEDURE**

- 28.01 An individual employee or group of employees who have a grievance against the application or interpretation of the Collective Agreement, or any other term or condition of employment, can bring forward the grievance as per Article 28.07 and may be assisted and/or represented by the union at any level.
- 28.02 At any time the union may bring forward a Policy grievance on behalf of an individual or the union concerning the interpretation of the Collective Agreement.
- 28.03 Any grievance filed by an employee dealing with the application or interpretation of the Collective Agreement requires the union's approval.
- 28.04 The special assistant is authorized to receive grievances on behalf of the employer.
- 28.05 No particular form is necessary as long as the document indicates it is a grievance.
- 28.06 An employee is expected to discuss any dispute prior to filing a grievance and may be assisted by the union at such discussions.
- 28.07 A grievance must be filed within fifteen (15) calendar days after the cause of the grievance arose unless the grievor is not at work during that period, in which case the time limit is extended to fifteen (15) calendar days following the day they return.
- 28.08 Any time limit in the grievance procedure may be extended by consent of the parties.
- 28.09 The special assistant shall hold a hearing within fifteen (15) calendar days of receiving the grievance and respond in writing within fifteen (15) calendar days of such hearing.
- 28.10 If the grievor or the union are not satisfied with the response of the special assistant it may be referred to the Leader of the Yukon New Democratic Party in the Legislature within fifteen (15) calendar days of the response under Article 28.09.

28.1 ■ The Leader of the Yukon New Democratic Party in the Legislature shall hold a hearing within fifteen (15) calendar days of receiving the referral under Article 28.10 and respond in writing within fifteen (15) calendar days of such hearing.

28.12 If the union or the grievor (with the union's approval if an application or interpretation of the Collective Agreement) are not satisfied with the reply under Article 28.11 they may refer the matter to third party Arbitration within thirty (30) calendar days of receipt of such reply.

Arbitration

28.13 The parties agree that arbitration referred to in Article 28.12 shall be by a single arbitrator.

28.14 The Arbitrator shall be selected **by** mutual agreement of the parties and the Arbitrator's costs shall be shared equally by the parties.

28.15 Failing mutual agreement under Article 28.14 either party may ask the Federal Minister of Labour to appoint a third party Arbitrator.

28.16

(a) The arbitrator **has** all of the powers granted to arbitrators under the Canada Labour Code, Part I in addition to any powers contained in this agreement.

(b) The arbitrator shall hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the parties and upon any employee affected by it.

(c) The award of the arbitrator shall be signed by him/her and copies thereof shall be transmitted to the parties to the dispute.

28.17 The arbitrator shall not have the authority to alter or amend any of the provisions of the Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.

Mediation

28.18 **The** parties may agree to refer any grievance or dispute to mediation, in which case they shall determine mutually acceptable terms for the appointment of a mediator. Each party shall pay one half of the fees and expenses of the mediator.

28.19 Any party named above, if the subject of the grievance, shall be waived as a level in the grievance procedure and it shall proceed to the next level up to and including the Mediation or Arbitration level.

Article 29 **SAFETY AND HEALTH**

- 29.01 The parties agree the provisions of the Yukon Occupational Health and Safety Act apply to the employer and the bargaining unit members. Further the parties agree the provisions of the Act dealing with the appointment and authority of a Safety Representative shall apply to the employer and the bargaining unit.
- 29.02 Any issues that arise pursuant to this Article will be referred to the Labour-Management Relations Committee (Article 38) for resolution.

Article 30
VACATION LEAVE

- 30.01 A permanent employee is entitled to take vacation leave with pay, provided the employee has earned vacation leave credits.
- 30.02 On initial hire, a permanent employee shall have his/her anticipated yearly vacation leave credits advanced on a prorated basis. Thereafter, a permanent employee shall have his/her anticipated yearly vacation leave credits advanced April 1 of each year.
- 30.03 A permanent 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:

<u>Years of Continuous Service</u>	<u>Monthly Accrual Rate</u>
In the first and subsequent	■ 2/3 days
In the fourth and subsequent	2 1/12 days
In the fifteenth and subsequent	2 ½ days
In the twenty-sixth and subsequent	2 11/12 days

- 30.04 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 family illness leave,
- the period 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.
- 30.05 (a) Where, in any calendar year, a permanent 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 proceeding Christmas of that year.
- 30.06 (a) The employer shall make every reasonable effort to grant to a permanent 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 permanent employee's written authorized vacation leave request in (1) above, as soon as practicable with respect to the approval or disapproval of the request for vacation leave, and in any event, within three (3) weeks of the date of receiving the employee's written request. Where the employer alters or disapproves the vacation leave request, the employer shall give specific reasons in writing for such alteration or disapproval if requested in writing by the permanent employee.
 - (c) Failure to respond to the vacation leave request within the time period provided for in paragraph (2) above shall indicate to the permanent employee that his/her vacation leave has been approved.
 - (d) A permanent 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.
- 30.07 (a) On termination, a permanent employee or his/her Estate shall be paid cash for any vacation leave credits outstanding.
- (b) At the permanent 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.
- 30.08 (a) When, during a period of vacation leave, a permanent employee is recalled to duty, he/she shall be reimbursed for reasonable expenses incurred as normally defined by the employer in the Yukon Government Travel Directive, in proceeding to his/her place of duty. In addition, the permanent employee shall be reimbursed for any non-refundable deposits forfeited as a result of recall. If the permanent 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 permanent employee shall not be considered as being on vacation leave during any period in respect of which he/she is

entitled under 30.08(1) to be reimbursed for reasonable expenses incurred by him/her.

- (c) Where a permanent employee on vacation leave is recalled to duty, the employee will be entitled to one extra day of vacation leave.

Vacation Entitlement- sessional

- 30.09 (a) All sessional employees shall receive vacation pay at the rate of eight percent (8%) of regular salary in lieu of vacation leave credits.
- (i) In the seventh (7th) sitting of the legislature from the date of his/her initial hire, an sessional employee shall be entitled to receive vacation pay at the rate of ten percent (10%) of regular salary in lieu of vacation leave credits.
 - (ii) In the twenty-fifth (25th) sitting of the legislature from the date of his/her initial hire, an sessional employee shall be entitled to receive vacation pay at the rate of twelve percent (12%) of regular salary in lieu of vacation leave credits.
 - (iii) In the forty-ninth (49th) sitting of the legislature from the date of his/her initial hire, an sessional employee shall be entitled to receive vacation pay at the rate of fourteen percent (14%) of regular salary in lieu of vacation leave credits.
 - (iv) "Regular salary" shall mean the sessional employee's base pay paid to him/her by the employer, exclusive of premium payments, overtime and any other allowances or payments.
- (b) sessional employees shall be provided their vacation pay entitlement on a biweekly basis in accordance with article 16.02.

Article 31
BEREAVEMENT LEAVE

- 31.01 Upon the request of an employee, the employer shall grant the employee bereavement leave for up to four working days where there is a death in the employee's family.
- 31.02 In lieu of the leave in Clause 31.01 above, the employer shall, upon the request of the employee, grant the employee bereavement leave with pay for up to four working days where there is an imminent death in the employee's family. The employer may request a physician's statement to verify this.
- 31.03 An employee who must travel out of Whitehorse due to the death or imminent death in the employee's family shall be granted leave with pay

for an additional travel day or days as are required to travel, up to a maximum of three days.

31.04 For the purpose of this Article, "family" means the employee's:

- (a) father or mother
- (b) step-father or step-mother
- (c) foster parent
- (d) grandparent or grandchild
- (e) sister or brother
- (f) step-sister or step-brother
- (g) partner
- (h) child, step-child or partner's child
- (i) partner of the employee's child, step-child or partner's child
- (j) partner's parent or sibling
- (k) aunt or uncle
- (l) niece or nephew
- (m) any other person residing with the employee at the time of death or imminent death.

31.05 Subject to operational requirements, an employee may be granted additional bereavement leave without pay upon request for up to ten days without loss of benefits under this agreement. An employee who is on bereavement leave without pay shall remain a member of the bargaining unit and is entitled to all the benefits of this agreement except that the employee shall not accrue leave with pay during a period of bereavement leave without pay.

Article 32 **SICK LEAVE**

Sick Leave Credits

32.01 A regular employee shall earn **sick** leave credits at the rate of one and one-quarter (**1 1/4**) days for each calendar month for which he/she received at least ten (**10**) days pay.

32.02 A sessional employee shall earn sick leave credits at the rate of one and one-quarter (**1 1/4**) days for each twenty-one (**21**) days worked.

32.03 All unused sick leave credits shall be carried over from one year or sitting of the Legislature to the next and shall be accumulated indefinitely.

Granting of Sick Leave

- 32.04 (a) In determining the eligibility of an employee for an advance of sick leave, the employer shall take into account the length of service of the employee, the employment record of the employee, and the capacity of the employer to secure reimbursement if the advance is not liquidated by future sick leave credits.
- (b) An advance of sick leave credits shall be repaid by deduction from future sick leave credits, or, where the employee's service terminates before the advance is repaid, by a deduction from compensation otherwise owed to the employee.
- (c) An employee shall be granted sick leave provided that:
- (i) he/she satisfies the employer as to his/her entitlement in the manner prescribed in paragraph (d) below; and
 - (ii) where the leave is paid leave, he/she has the necessary sick leave credits, or an advance of sick leave credits has been approved by the special assistant.
- (d) Pursuant to (c) above, the special assistant, on behalf of the employer, may require a regular employee to provide evidence as to the nature of his/her illness or injury, or that he/she is or has been in quarantine:
- (i) by presentation of a medical certificate indicating that, in the judgment of the attending physician, the employee was or is incapable of performing his/her duties; or
 - (ii) by the completion of an affidavit signed by the employee stating that because of illness, injury or voluntary medical surgical procedure, he/she is unable to perform his/her duties. The employer has the right to request a medical certificate where the employer has reasonable cause to believe the employee is abusing the trust inherent in this affidavit system, provided the request is made prior to the employee's return to work;
- but such evidence of incapacity may be required only after the employee has been granted five (5) days paid sick leave in the twelve (12) month period prior to the leave being applied for.
- (e) An employee will ordinarily be deemed to have satisfied the requirements of (d)(i) or (ii) if he/she provides either of the documents described above. However, in circumstances where the employer is not satisfied that the regular employee is, or was incapable of performing his/her duties, the employer may, at the employer's expense, require the employee to attend a physician of the employer's choice for a medical examination and the employer shall be bound by the advice of this physician as to the ability or inability of the employee to perform his/her duties.

- (f) The employer may require an employee to provide a medical certificate from a qualified practitioner of the employee's choice certifying that the employee is able to resume his/her job, when the reason for the absence was an injury or a contagious disease.
- 32.05 (a)
- (i) A regular employee who retires and who is entitled to an immediate annuity or is entitled to an immediate annual allowance, under the Public Service Superannuation Act, may convert up to a maximum of thirty-three and one-third percent (33 1/3%) of his/her total earned but unused sick leave credits, to a maximum of sixty (60) days, to a paid pre-retirement leave.
 - (ii) Such pre-retirement leave shall be taken during the period immediately prior to the employee's effective date of retirement.
 - (iii) At the request of the employee, the provisions of (b) below shall apply to a retiring employee, in lieu of pre-retirement leave.
 - (iv) employees on pre-retirement leave shall not continue to accrue sick leave.
- (b) An 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 but unused sick leave credits to a maximum of sixty (60) days, to a cash payout based on the employee's daily rate of pay at termination.
- (c) For purposes of Article 32.05 , "earned sick leave" shall be interpreted as including only sick leave earned while the employee is employed by the New Democratic Party Caucus in the Yukon Legislative Assembly.
- (d) A regular employee who terminates his/her employment more than once shall be limited, in his/her entitlement under this Article, to a maximum of sixty (60) days in total.

Article 33

FAMILY ILLNESS LEAVE

33.01 Where a permanent employee is required to care for a sick family member permanently residing in her home, the employer shall grant leave with pay for up to five (5) days per year.

33.02 Where the sessional employee is required to care for a sick family member permanently residing in her home, Clause 33.01 applies to her/him during their sessional work assignment to a maximum of 4 days per calendar year.

- 33.03 For the purposes of this Article, a sick family member includes one who is ill or injured, or in quarantine, or who must travel for medical purposes or attend an appointment for medical reasons.
- 33.04 An employee who has used up her leave under this Article may, if she requires further leave for family illness purposes as defined by this Article, use any of her own sick leave, vacation leave or compensatory leave before taking leave without pay.
- 33.05 Family illness leave does not accumulate from year to year.
- 33.06 For the purpose of this Article family member is defined as per Article 31.03.

Article 34 **INJURY ON DUTY LEAVE**

- 34.01 Subject to Clause 34.02, an employee shall be granted leave for such reasonable period of time as may be determined by the employer where the Workers' Compensation Board determines that the employee is unable to perform her duties because of:
- (a) personal injury accidentally received in the performance of her duties and not caused by the employee's willful misconduct;
 - (b) sickness resulting from the nature of her employment;
 - (c) exposure to hazardous conditions in the workplace.
- 34.02 An employee will be paid 75% of her wages while on leave, provided that:
- (a) the Workers Compensation Board will pay her 75% of her lost wages due to the injury throughout the period of the leave, and
 - (b) she agrees to assign to the employer any amount received by her for **loss** of wages from the Workers' Compensation Board in settlement of any claim she may have in respect of such injury.
- 34.03 Where an employee has been granted sick leave, and is subsequently approved for injury on duty leave for the same period, any sick leave credits used **shall** be reinstated to the employee.
- 34.04 While on injury on duty leave, the employee shall remain a member of the bargaining unit and shall receive all the benefits of this agreement except that the employee shall not accrue leave with pay, or take leave with pay, during a period of injury on duty leave.
- 34.05 Monies advanced to the employee under this Article and not reimbursed to the employer at the time of termination may be deducted from any monies owed to the employee.

34.06 In the event that an employee is unable to perform her duties as a result of a personal injury suffered while off duty, but related to the performance of her job duties, the employer and union will meet to discuss reasonable terms of assistance for the employee.

Article 35

PARENTAL/COMPASSIONATE LEAVE

35.01 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 (3), 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 (1)(a) above, a permanent employee may elect to use earned vacation and/or compensatory leave credits prior to and subsequent to use of unpaid maternity leave but total maternity leave shall not exceed 1 ■ weeks prior to and 26 weeks after the termination of pregnancy.
 - (iii) An 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 the Sick Leave Article shall include medical disability related to pregnancy.
 - (iv) Where the employee's new-born 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 (a) 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 to 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 week's notice of her intended date of return.
- (e)
 - (i) 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 permanent employees. Time spent on such leave shall be counted for pay increment purposes for employees.
 - (ii) A sessional employee shall be credited, for severance pay purposes only, during the length of the leave with the following number of regular working hours:
 - 1) for sessional employees - the number of regular working hours that the employee would have worked, if not on leave, during the employee's specific period of sessional employment (pursuant to Article 17.07;
- (9) The following provisions shall apply only to permanent employees and sessional employees:
 - (i) After completion of one (1) year continuous employment, an employee who:
 - 1) agrees to return to work for a period of at least six (6) months after the expiry of her maternity leave, and
 - 2) provides the employer with proof that she has applied for, is entitled to and in receipt of unemployment

insurance benefits pursuant to the Employment Insurance Act,

shall be paid a maternity leave allowance in accordance with the Supplementary Employment Insurance Benefit Plan.

- (ii) An employee under paragraph (i) above shall sign an agreement with the employer, providing that:
 - 1) she will return to work after the expiry of her maternity leave, unless this date is modified with the employer's consent; and
 - 2) she will work for a period of at least six (6) months after her return to work; and
 - 3) should the employee fail to return to work as per the provisions of sub-paragraphs **(1)** and **(2)** 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 Employment Insurance Benefit Plan will consist of the following:
 - 1) where the employee is subject to a waiting period of two **(2)** weeks before receiving employment 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

for up to a maximum of fifteen (15) weeks, payments equivalent to the difference between the Employment 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:
 - 1) for an employee, the weekly rate of pay for the classification to her position to which she is entitled on the day immediately preceding the commencement of her maternity leave;

- 2) where an employee becomes eligible for a pay increase or an economic adjustment during the SEIB Plan period set out in paragraph (iii) above, the employee's weekly rate of pay in sub-paragraphs (1) above shall be adjusted accordingly.
- (v) An employee who is on lay-off status shall not be entitled to receive any allowance payment under the SEIB Plan pursuant to paragraph (iii) above.
 - (vi) A sessional employee who has been temporarily laid-off shall not be entitled to receive any allowance payment under the SEIB Plan pursuant to paragraph (iii) above. Furthermore any allowance payments which are being made to a sessional employee pursuant to paragraph (iii) above shall cease effective the last working day of the specific period of sessional employment.
 - (vii) For the purpose of payments received under the Supplemental Employment Insurance Benefit Plan, the Plan shall provide that:
 - 1) the employees have no vested right to payment under the plan except to payments during a period of unemployment specified in the plan; and
 - 2) payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
- (g) (i) An 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 35.01(f)(iii), elect to receive the cash payment as follows:
 - 1) a cash payment equivalent to the allowance the employee will receive in maternity benefits for two (2) weeks from the Employment Insurance Commission; or
 - 2) in the case of an employee not entitled to the Employment Insurance benefit referred to in (1) 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 Employment Insurance Benefit Plan set out in the Collective Agreement.

- (iii) Where an 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.
- (h) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay entitlement for sessional employees.

35.02 Parental Leave

On request from an employee, parental leave without pay shall be granted for a period of up to fifty-two (52) weeks. Parental Leave must be taken as one continuous period of leave.

Maternity

- (a) (i) Parental leave taken in conjunction with maternity leave shall be subsequent to and continuous with maternity leave.
 - (ii) Parental leave taken in conjunction with maternity leave shall not extend the total leave (maternity and parental combined) beyond fifty-two (52) weeks.
 - (iii) Parental 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 fifty-two (52) weeks for both employees combined, and the leave shall be taken in a single continuous period by each of the employees. Where both employees are employees of the New Democratic Party Caucus in the Yukon Legislative Assembly both employees shall not be off on their respective leaves at the same time.

Adoption

- (b) (i) An employee who adopts a child shall be granted leave without pay for a period not to exceed fifty-two (52) weeks for the purpose of adoption. An employee who intends to request parental 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 parental leave where there was a

pre-existing relationship between the employee and the child being adopted.

- (ii) The employee shall be required to furnish proof of adoption.
- (iii) Where both parents are employees of the New Democratic Party Caucus in the Yukon Legislative Assembly, they may both apply for parental leave provided the combined total of such leave does not exceed fifty-two (52) weeks and is taken in a single continuous period by each of the employees. Where both employees are employees of the New Democratic Party Caucus in the Yukon Legislative Assembly both employees shall not be off on parental leave at the same time.

Paternity

- (c)
 - (i) A male employee who intends to request parental leave shall notify the employer at least fifteen (15) weeks in advance of the expected date of the birth of his child.
 - (ii) A male employee may request parental 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 parental leave without pay for a period beginning on the date of the birth of his child (or at a later date to be requested by the employee) and ending not later than fifty-two (52) weeks after the date of the birth of his child.
 - (iii) The employer may:
 - 1) defer the commencement of parental leave without pay at the request of the employee; such deferment will not extend leave beyond the fifty-two (52) weeks in paragraph (2) above.
 - 2) Require an employee to submit a birth certificate of the child.
 - (iv) Parental 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 fifty-two (52) weeks for both employees combined, and the leave shall be taken in a single continuous period by each of the employees. Where both employees are employees of the New Democratic Party Caucus in the Yukon Legislative Assembly both employees shall not be off on their respective leaves at the same time.

General Terms

- (d) Before returning to work, the employee must give the employer at least one ~~(1)~~ week notice of his/her intended date of return.
- (e) (i) 1) 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 permanent employees. Time spent on such leave shall be counted for pay increment purposes for permanent employees.
- 2) Leave granted under this Clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay entitlements for sessional employees.
- 3) for sessional - the number of regular working hours that the employee would have worked, if not on leave, during the employee’s specific period of sessional employment;

Supplementary Employment Insurance Plan benefit

(9) The following provisions shall apply:

- (i) After completion of one (1) year continuous employment, an employee who:
 - 1) agrees to return to work for a period of at least six (6) months after the expiry of his/her parental leave, and
 - 2) provides the employer with proof that he/she has applied for, is entitled to and in receipt of employment insurance benefits pursuant to the Employment Insurance Act,

shall be paid a parental leave allowance in accordance with the Supplementary Employment Insurance Benefit Plan.

- (ii) **An** employee under paragraph (i) above shall sign an agreement with the employer, providing that:
 - 1) he/she will return to work after the expiry of his/her parental leave, unless this date **is** modified with the employer’s consent; and
 - 2) he/she will work for a period of at least six (6) months after his/her return to work; and
 - 3) should the employee fail to return to work as per the provisions of sub-paragraphs (1) and **(2)** above the

employee agrees that he/she is indebted to the employer for the full amount received as parental leave allowance.

- (iii) In respect of the period of parental leave, parental leave allowance payments made according to the Supplementary Employment Insurance Benefit Plan will consist of the following:
- 1) where the employee is subject to a waiting period of two **(2)** weeks before receiving employment insurance parental 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
 - 2) for up to a maximum of fifteen (15) weeks, payments equivalent to the difference between the Employment Insurance benefits that the employee received at the actual time of the parental leave and ninety-three (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:
- 1) for a full-time employee, the weekly rate of pay for the classification to his/her position to which he/she is entitled on the day immediately preceding the commencement of his/her parental leave;
 - 2) for a part-time employee, the weekly rate of pay for the classification to his/her position to which he/she is entitled on the day immediately preceding the commencement of his/her parental 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.
 - 3) Where an employee becomes eligible for a pay increase or an economic adjustment during the SEIB Plan period set out in paragraph (iii) above, the employee's weekly rate of pay in sub-paragraphs **(1)** and **(2)** above shall be adjusted accordingly.

- (v) A permanent employee who is on lay-off status shall not be entitled to receive any allowance payment under the SEIB Plan pursuant to paragraph (iii) above.
- (vi) A sessional employee who has been temporarily laid-off or who is on off-duty status shall not be entitled to receive any allowance payment under the SEIB Plan pursuant to paragraph (iii) above. Furthermore any allowance payments which are being made to a sessional employee pursuant to paragraph (iii) above shall cease effective the last working day of the specific period of sessional employment.
- (vii) For the purpose of payments received under the Supplemental Employment Insurance Benefit Plan, the Plan shall provide that:
 - 1) the employees have no vested right to payment under the plan except to payments during a period of unemployment specified in the plan; and
 - 2) payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

35.03 Compassionate Care Leave Without Pay

Upon reasonable notice from an employee, the employer shall grant an employee up to eight (8) weeks of compassionate leave without pay to care for a critically ill member of the employee's immediate family, as defined under the Yukon Employment Standards Act.

Article 36

COMPASSIONATE LEAVE TRANSFER

36.01 An employee may, for compassionate reasons, voluntarily transfer their own vacation and/or compensatory leave credits to another employee. Such transferred leave credits may only be taken as leave and may not be cashed out.

Article 37

LEAVE OF ABSENCE

37.01 A permanent employee is eligible to apply for leave without pay for a period of up to one (1) year where they have completed three (3) years of

continuous service with the employer. Permission will not be unreasonably withheld.

- 37.02 An employee on a leave of absence under this Article shall remain a member of the bargaining unit.
- 37.03 A permanent employee shall provide at least one (1) month notice of a request where possible and the employer shall make every reasonable effort to respond within three (3) weeks.
- 37.04 Upon returning from the unpaid leave, the employee shall resume their previous position.

Article 38

LABOUR-MANAGEMENT COMMITTEE

- 38.01 In the interests of working cooperatively to lead to a better performing workplace and more effective organization, a Labour-Management Committee shall be created, consisting of an equal number of representatives from the union and employer. Participation in Committee meetings from non-representatives may be granted by mutual consent.
- 38.02 Discussions within this Committee may include any matter of mutual concern to the parties and are not restricted to matters within this collective agreement.
- 38.03 The Committee shall meet quarterly or at the request of either party, for the purpose of discussing matters of concern. The Committee shall have the power to make recommendations to the union and to the employer
- 38.04 The preparation of meeting agendas, ensuring that minutes are processed, signed by both parties, and distributed and posted as soon as possible for the information of all employees shall be rotated between union and employer.
- 38.05 Time spent by employees in carrying out the functions of the Committee shall be considered time worked.
- 38.06 **As** much as reasonable practicable, meetings of the Committee shall take place at such times that employees shall not be incurring overtime hours while in attendance at the meetings.

Article 39

NO STRIKES OR LOCKOUTS

- 39.01 The employer agrees that it will not cause or direct any lockout of its employees during the term of this agreement.
- 39.02 The union agrees that there will be no strike, work stoppage, or slowdown 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.
- 39.03 employees covered by this agreement shall have the right to refuse to cross a picket line. No employee shall be disciplined by the employer for exercising the right guaranteed in this clause.

Article 40
MANAGEMENT RIGHTS

- 40.01 In matters not covered by this agreement, the employer retains right to manage its affairs in its own discretion. However, the employer agrees to exercise its authority in matters concerning working conditions in a fair and reasonable way consistent with the provisions, and the spirit, of this agreement.

Article 41
POST RESIGNATION MEETING

- 41.01 An employee who resigns may request a meeting with the Party Leader to discuss the reasons for their resignation. If an employee requests such a meeting the Party Leader will comply within ten (10) days.

Article 42
PREMIUM PAYMENT TO SESSIONAL EMPLOYEES

- 42.01 A sessional employee shall be paid one dollar and fifty cents (**\$1.50**) per regular hour worked in lieu of all health, welfare and pension benefits.

Article 43
SOCIAL JUSTICE FUND

43.01 The employer shall contribute one cent (.01) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit, commencing on the date that the PSAC Social Justice Fund receives charitable status from the Canada Customs and Revenue Agency. Contributions to the Fund will be made annually, immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

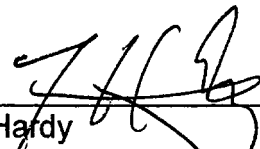
Article 44
DURATION AND RENEWAL

- 44.01 This agreement **shall** be binding and remain in effect from April 1 2007 to March 31, 2010
- 44.02 Unless otherwise specified, all provisions of this Agreement take effect on April 1, 2007 or on date of ratification, whichever is later.
- 44.03 The provisions of this Agreement, including the provisions for processing of grievances under Article 28, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.
- 44.04 Within four (4) months preceding the termination of this Agreement, either party may be written notice require the other party to begin bargaining collectively with a view to the conclusion, renewal or revision of this Collective Agreement.
- 44.05 This Agreement may be amended by mutual consent.
- 44.06 Where notice to commence collective bargaining has been given under Clause 44.04, the employer shall not without consent by or on behalf of the employee affected, increase or decrease salaries or alter any other term or condition of employment of employees in the bargaining unit which was in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new Collective Agreement, has been concluded.

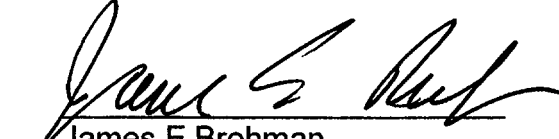
Signed at Whitehorse, this 27th day of the month of Sept. 2007

**The New Democratic Caucus in
the Yukon Legislative Assembly**

The Public Service Alliance of Canada




Todd Hardy



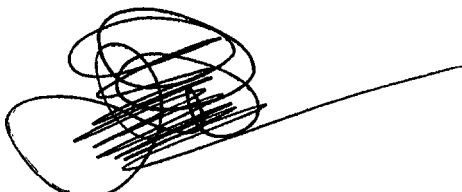
James E Brohman



Steve Cardiff



Drew Whittaker



Jean-Francois DesLauriers

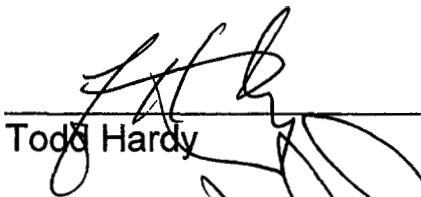
SCHEDULE "A"
Rates of Pay

		<u>\$ per hour</u>			
		<u>Current</u>	<u>April 1/07</u>	<u>April 1/08</u>	<u>April 1/09</u>
Reception/Secretary		23.18	23.88	24.59	25.33
Case Worker		25.00	25.75	26.52	27.32
Researcher	27.00	27.81	28.64	29.50	

Memorandum of Understanding
Between the
Public Service Alliance of Canada
And the
New Democratic Party Caucus in the
Yukon Legislative Assembly

Subject to the application of the Cabinet and Caucus employees Act the parties agree if the New Democratic Party forms Government the provisions of the collective agreement will apply to all Cabinet and Caucus employees in accordance with to the criteria established by the Canada Industrial Relations Board as it relates to Managerial and Confidential Exclusions. The provisions of this Memorandum come into effect within 30 days of the New Democratic Party forming Government.

For the employer



Todd Hardy



Steve Cardiff


For the union



James Brohman



Drew Whittaker

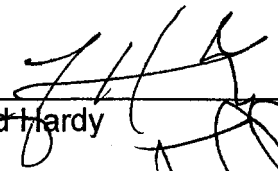


Jean-Francois DesLauriers

Memorandum of Agreement
between
the
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And the
Democratic Party Caucus in the
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Subject to the application of the Cabinet and Caucus employees Act the parties agree if the New Democratic Party forms Government the provisions of the collective agreement will apply to all Cabinet and Caucus employees in accordance with to the criteria established by the Canada Industrial Relations Board as it relates to Managerial and Confidential Exclusions. The provisions of this Memorandum come into effect within 30 days of the New Democratic Party forming Government

For the employer

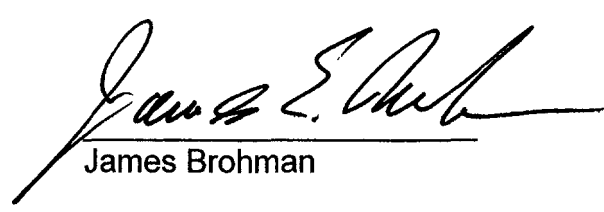


Todd Hardy



Steve Cardiff

For the union



James Brohman



Drew Whittaker



Jean-Francois DesLauriers

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