

COLLECTIVE AGREEMENT

Between

NORTHERN SAFETY NETWORK YUKON

And

THE PUBLIC SERVICE ALLIANCE OF CANADA

effective date

January 1, 2015 to December 31st, 2017

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Article 1
Purpose of Agreement

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to pay, 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.
- 1.02 The parties to this Agreement share a desire to promote the well-being, and increase the productivity of the employees to the end that the Employer will be well and efficiently served. Accordingly the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

Article 2
Interpretation and Definitions

- 2.01 (a) “Abandonment” means the failure of an employee to report for work for five (5) consecutive scheduled working days without informing the Employer of the reason for their absence. The presumption of abandonment shall be reconsidered by the Employer upon presentation of evidence of reasonable grounds for the employee’s failure to contact the Employer either in person or by some other means.
- (b) “Bargaining Unit” is the unit of employees for which the Union is recognized as the bargaining agent in Clause 4.01;
- (c) “Consultation” means a process of joint deliberations with the objective being that the parties disclose all relevant information and engage in rational and informed discussion on the topics. While the consultation process is intended to assist the parties in arriving at reasoned and informed decisions, it does not require that agreement must be reached before the parties, or either of them, can exercise their respective rights. The introduction of new or amended policies cannot amend, alter or modify any rights, benefits or privileges provided in this Agreement.
- (d) “Continuous Service” and “Continuous Employment” mean uninterrupted employment with the Employer, and for employees also includes those periods of time when seniority is accrued or retained under the provisions of Article 38 (Seniority), or severance/interruption of employment of one (1) month or less.
- (e) (i) “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.

- (ii) When the first and second or subsequent day of rest is 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.
- (f) “Double time” means twice (2X) the straight-time rate.
- (g) “Employee” means a member of the Bargaining Unit, and the categories of employees are:
 - (i) “Regular permanent full-time employee” means an employee who works the full hours of work specified in Article 28 of the Collective Agreement.
 - (ii) “Regular permanent part-time employee” means an employee whose scheduled work hours are less than those specified in the Collective Agreement for regular full-time employees. The written offer of employment will include the proportion of full-time hours that apply.
 - (iii) “Term employee” means an employee hired on a temporary basis to fill the vacancy of a regular employee created by a leave of absence, a limited term of work for special projects, or to fulfill the terms of a contract obtained by the Employer outside their usual funding source. Unless otherwise mutually agreed to, the length of the term shall not exceed twelve (12) months. Unless otherwise agreed, a term employee will be covered by all the provisions of the Collective Agreement.
 - (iv) “Casual employee: one who is employed for an unspecified period, for use on an on-call basis where the expectation is that the work will not be required for more than six (6) consecutive months. Unless otherwise agreed, Casual employees are not covered under Articles 20, 21, 22, 44, and 45. Casual employees will be paid in accordance with Schedule A or as per Article 35.
 - (v) “Probationary employee” means a person who is employed for work of a permanent nature during the probationary period described in Article 38.
- (h) “Employer” means the Northern Safety Network Yukon.
- (i) “Fiscal year” means the period of time from January 1st to December 31st.
- (j) “Grievance” means a complaint in writing that concerns the interpretation, application, administration or operation of the Collective Agreement, submitted by an employee, group of employees, the Union, or the Employer.

- (k) “Holiday” means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in the Collective Agreement.
- (l) “Increment Date” for merit increases means the anniversary date of commencement of continuous service except that, where an employee has been reclassified which results in a salary increase or promotion, the increment date shall become the anniversary date of the reclassification or promotion.
- (m) “Layoff” means a cessation of employment as a result of a lack of, or reduction in, the amount of work required to be performed.
- (n) “Leave of Absence” means permission to be absent from duty.
- (o) “May” shall be regarded as permissive. “Shall” and “will” as imperative, and “should” as informative only.
- (p) “Overtime” means:
 - (i) Time worked by an employee in excess or outside of the daily hours of work (seven and one-half hours);
 - (ii) Time worked in excess or outside of the weekly hours of work (thirty-seven and one-half hours).
- (q) “Rates of Pay” are:
 - (i) “Weekly Rate of Pay” means an employee’s annual salary divided by 52.176.
 - (ii) “Bi-weekly Rate of Pay” means an employee’s annual salary divided by 26.088 pay period in the year.
 - (iii) “Hourly Rate of Pay” means the annual salary divided by 1956.6
 - (iv) “Straight time rate” means the applicable basic hourly rate of compensation specified in this Agreement, exclusive of allowances.
 - (v) “Time and one-half” means one and one-half times (1.5X) the straight-time rate.
- (r) “Representative” means an employee who has been elected or appointed as an area Steward or who represents the Union at meetings with management.
- (s) “Resignation” means a voluntary notice given in writing by an employee to the Employer, that the employee is ending his/her employment, provided that such notice is not rescinded in writing by the employee

within seventy-two (72) hours from the time that the written notice was tendered.

- (t) “Spouse” means a person to whom an employee is legally married, or a person with whom an employee has cohabited continuously for more than six months immediately before the date in question, and who has been identified in writing to the Employer as the employee’s spouse, regardless of gender.
- (u) “Union” means the Public Service Alliance of Canada and/or the Yukon Employees Union.

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement:

- (a) if defined in the *Labour Standards Act*, or in the Regulations thereof, have the same meaning as given to them in the *Labour Standards Act*; and
- (b) if defined in the *Interpretation Act*, but not defined elsewhere in this Agreement or in the *Labour Standards Act*, or in the Regulations thereof, have the same meaning as given to them in the *Interpretation Act*.

Number and Gender

2.03 Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the fact or context requires this and with regard to the provisions of this Agreement.

Article 3
Application

- 3.01 The provisions of this Collective Agreement apply to the Union, the employees and the Employer.
- 3.02 No employee covered by this Agreement shall be required or permitted to make a written or oral Agreement with the Employer or its representatives, which conflicts with the terms of this Agreement.

Article 4
Recognition

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees as described in the Certification Order No. 9582-U issued by the Canada Industrial Relations Board dated the 11th day of December, 2008.
- 4.02 The Employer shall advise prospective employees that the workplace is unionized.

Article 5
Future Legislation

- 5.01 In the event that any law passed by Parliament of Canada or the Legislative Assembly of Yukon renders null and void or alters any provision of the Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision.

Conflict of Provisions

- 5.02 Where there is any conflict between the provisions of this Agreement and any regulation, direction or other instrument dealing with the terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail, unless the Employer is compelled by law to issue and enforce such regulation, direction or other instrument.

Article 6
No Strikes and Lockouts

- 6.01 The employer agrees that it will not cause or direct any lockout of its employees during the term of this agreement.
- 6.02 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.
- 6.03 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 7
Management Rights

- 7.01 Except to the extent provided herein, this Collective Agreement in no way restricts the authority of the Employer to operate and manage the Northern Safety Network, Yukon. The Employer agrees to administer their rights in a fair and reasonable manner.

Article 8
Employer Directives

- 8.01 The Employer shall provide the Union and its Representative with a copy of all personnel directives which are intended to clarify the interpretation or application of the Agreement.

Article 9 Human Rights

Freedom from Discrimination

- 9.01 The Union, the Employer, and the employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity, gender expression, marital status, family status, disability, political affiliation, conviction for an offence for which a pardon has been granted, or union membership or activity or for exercising their rights under the Agreement.
- 9.02 The Employer shall make every reasonable effort to find alternate employment within its employ for an employee who becomes unable to carry out his/her normal work functions as a result of a physical or mental disability arising as a result of his/her employment with the Employer.

Equal Pay for Work of Equal Value

- 9.03 The Employer agrees to recognize the principle of equal pay for work of equal value regardless of the sex of the employee.

Freedom from Harassment

- 9.04 i) "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature
- (a) that is likely to cause offence or humiliation to any employee;
 - (b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- ii) "Personal harassment" means any improper behaviour by a person employed by the Northern Safety Network Yukon that is directed at and offensive to another person employed by the Northern Safety Network Yukon, 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 Right Act.
- iii) Abuse of authority means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions that endanger an employee's job, undermine and 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.

- 9.05 The Employer will make every reasonable effort to ensure that no employee is subjected to harassment.
- 9.06 The Employer will take such disciplinary measures as the Employer deems appropriate against any person under the Employer's direction who subjects any employee to harassment.
- 9.07 Complaints of harassment shall be brought to the attention of the Manager. An employee may be assisted by the Union in making a complaint. If the Manager is the subject of the complaint, it will be brought to the attention of the Personnel Committee.
- 9.08 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.

Freedom from Workplace Violence

- 9.09 "Workplace violence" means any incident in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or verbal nature.
- 9.10 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 9.11 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties.
- 9.12 The Employer will take such disciplinary measures as the Employer deems appropriate against any person under the Employer's direction who subjects any employee to workplace violence.
- 9.13 Complaints of workplace violence shall be brought to the attention of the Manager. An employee may be assisted by the Union in making a complaint. If the Manager is the subject of the complaint, it will be brought to the attention of the Personnel Committee of the Board of Directors.
- 9.14 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.

Religious Observance

- 9.15 An employee may, in accordance with the provisions of this Agreement, request annual leave, lieu time, or leave without pay in order to fulfill his/her religious obligations.

- 9.16 At the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his/her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of sixty (60) days, at times agreed to by the Employer. Hours worked as a result of time off granted under this Article shall not be compensated. If the employee fails to make up the required hours within sixty (60) days, pay for those hours shall be deducted from his/her next paycheque.

Article 10
Appointment of Representatives

- 10.01 The Employer acknowledges the right of the Union to appoint employees as Representatives.

Article 11
Union Access to Employer Premises

- 11.01 Upon reasonable notification the Employer shall permit access to its work premises of an accredited Representative of the Union.

Article 12
Time Off for Union Business

Conciliation or Arbitration Hearings (Disputes)

- 12.01 (a) The Employer will grant leave without pay to any employee whose presence is essential to representing the Union before a conciliation or arbitration hearing.

Employee Called as a Witness

- (b) The Employer will grant leave with pay to an employee called as a witness before a conciliation or arbitration hearing.

Arbitration Hearings (Grievances)

- 12.02 The Employer will grant leave with pay to an employee, who is party to a grievance before an arbitration hearing, to attend the arbitration hearing, except while such employee is on suspension without pay.

Employee Who Acts as a Representative

- (a) The Employer will grant leave with pay to the Representative of an employee, who is party to a grievance before an arbitration hearing, to attend the arbitration hearing.

Employee Called as a Witness

(a) The Employer will grant leave with pay to a witness called by an employee, who is party to a grievance before an arbitration hearing, to attend the arbitration hearing.

12.03 Where an employee and his/her Representative meet pursuant to Clause 12.03 or in order to resolve a grievance, he/she shall be granted reasonable time off with pay. Before attending such a meeting the employee shall obtain the permission of his/her immediate supervisor prior to leaving his place of work. Such permission shall not be unreasonably denied.

Contract Negotiations Meetings

12.04 The Employer will grant leave without pay for one (1) employee for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

Preparatory Contract Negotiations Meetings

12.05 The Employer will grant leave without pay for one (1) employee for a maximum of one (1) day each to attend preparatory negotiations meetings.

Meetings between the Union and Management

12.06 The Employer will grant leave with pay to a maximum of one (1) employee who are meeting with management on behalf of the Union.

Employee Organization Executive Council Meetings, Congresses and Conventions

12.07 Where operational requirements permit, the Employer will grant reasonable leave without pay to a maximum of one (1) employee to attend executive council meetings and conventions of the Alliance, the Yukon Employees Union, the Canadian Labour Congress and the Yukon Federation of Labour.

Representatives Training Course

12.08 Where operational requirements permit, the Employer will grant reasonable leave without pay to a maximum of one (1) employee who has been appointed as Representatives of the Union to undertake training related to the duties of a Representative.

Time-off for Representatives

12.09 A Representative shall obtain the permission of his/her immediate supervisor before leaving his work to investigate a grievance, to meet with management for the purpose of dealing with grievances, and to attend meetings called by management. Such permission shall not be unreasonably denied.

- 12.10 The Representative shall make every reasonable effort to report back to his/her supervisor before resuming his/her normal duties.
- 12.11 Where operational requirements permit and upon reasonable notice, the Employer will grant leave without pay for a reasonable number of employees:
- (a) to participate as delegates to constitutional conferences or other similar forums mandated by Federal or Territorial legislation; and
 - (b) to present briefs to commissions, boards or hearings that are mandated by Federal or Territorial legislation and whose area of interest is of concern to organized labour.

Leave Without Pay for Union Office

- 12.12 Employees elected to the governing executive of the Union, the Alliance or the Yukon Federation of Labour shall, upon application, be granted leave of absence for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.
- 12.13 Such employees shall advise the Employer as soon as possible when an extension of their leave of absence is applicable due to re-election.
- 12.14 Upon termination of their leave of absence such employees shall be offered, at a minimum, the position they held with the Employer at the commencement of their leave. When such employees wish to invoke this clause they shall provide the Employer with three month notice of their intent to do so.
- 12.15 Notwithstanding Clause 12.14, the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should they bid on a competition and be the successful candidate.
- 12.16 Such employees will retain their seniority, but shall not accrue further seniority during their leave of absence.
- 12.17 Upon reasonable notification, the Employer shall grant leave without pay to a Union Representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.
- 12.18 Employees on leave under clauses 12.01, 12.04, 12.05, 12.07 and 12.08 shall remain on the payroll and the union will be invoiced for the loss of pay.

Article 13
Check-Off

- 13.01 Effective the first of the month following the signing of this Agreement, the Employer shall, as a condition of employment, deduct membership fees from the pay of all employees in the Bargaining Unit, which will be deducted from each paycheque to the extent that earnings are available.

- 13.02 The Alliance shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 13.03 From the date of signing and for the duration of this Agreement, no employee organization, other than the Union, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 13.04 The amounts deducted in accordance with Clause 13.01 shall be remitted to the Comptroller of the Alliance 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.
- 13.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article, except for any claim or liability arising out of an error committed by the Employer.
- 13.06 The Employer agrees to identify annually on each employee's T4 slip the total amount of membership fees deducted for the applicable year.
- 13.07 Subject to religious objection as provided for under the Canada Labour Code membership in the union is a term and condition of employment.

Article 14 **Information**

- 14.01 The Employer agrees to provide the Union on an annual basis or if a change occurs with information concerning the identification of each employee. This information shall include the name, address, job classification, rate of pay, social insurance number, and employment status of each employee. The Employer shall also indicate if any employees have been hired or transferred or whose employment has been terminated during the period reported.
- 14.02 The Employer shall notify the Union of all newly created classifications including its designation as to whether it is within or outside of the Bargaining Unit.

Publication of Agreement

- 14.03 The Employer and the Union will share equally all costs associated with the publication and distribution of this Agreement. The Union will facilitate the publication and distribution of this Agreement.
- 14.04 The Employer shall provide each employee with a copy of this Agreement.
- 14.05 The Employer shall provide each new employee with a copy of this Agreement upon his/her appointment.

Article 15
Provision of Bulletin Board Space and Other Facilities

- 15.01 The Employer shall provide bulletin board space in its office and shop clearly identified for exclusive Union use.
- 15.02 The Employer may make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.
- 15.03 The Employer shall make available to the Union and members of the Bargaining Unit a suitable meeting room to be used from time to time for the conducting of business relating to the Bargaining Unit.
- 15.04 The Employer will process any mail originating from the Union addressed to employees in accordance with the Employer's normal internal mail distribution system.
- 15.05 A Representative of the Union shall have the right to give each new employee an orientation of up to thirty (30) minutes and the Representative of the Union shall be given leave with pay for such purposes.

Article 16
Processing of Grievances

- 16.01 If he/she so desires, an employee may be assisted and/or represented by the Union at the complaint level and/or when presenting a grievance at any level.
- 16.02 An employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to his/her immediate supervisor who shall forthwith:
 - (a) Forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
 - (b) Provide the employee with a receipt stating the date on which the grievance was received by him/her.
- 16.03 A grievance of an employee shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.
- 16.04 (a) Subject to (b) following, an employee who feels that he/she has been treated unjustly or considers himself/herself aggrieved by any action or lack of action by the Employer, is entitled to present a grievance in the manner prescribed in Clause 16.02.
 - (b) Where there is an alternative administrative or statutory process through which the employee is entitled to pursue a complaint, then the employee may choose between that alternative process and this grievance procedure. The employee is not entitled to a duplication of process.

16.05 Complaint Stage:

- (a) The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. An employee who wishes to use the informal complaint stage must give notice of this intention to his/her supervisor within seven (7) calendar days of the action or event which is the subject of the complaint.
- (b) If the informal discussions do not produce an agreed upon resolution within fourteen (14) calendar days of the date of the notice given in Clause (a) above, or such further time as the employee and the supervisor may agree to, then the employee may file a formal grievance in accordance with Clause 16.06.

16.06 Except as otherwise provided in this Agreement, a formal grievance shall be processed by recourse to the following steps:

- (a) **Level 1**
Manager
- (b) **Level 2 (final)**
Personnel Committee

16.07 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure, subject to Clause 16.01.

16.08 An employee may present a grievance to the First Level of the procedure, in the manner prescribed in Clause 16.02 not later than twenty (20) working days after the date on which the final response on the complaint stage is received or on which he/she is notified orally or in writing or on which he/she first becomes aware of the action or circumstances giving rise to the grievance.

16.09 An employee may present a grievance at each succeeding level in the grievance procedure beyond the Complaint Stage either:

- (a) Where the decision or settlement is not satisfactory to him/her, within fifteen (15) working days after that decision or settlement has been conveyed in writing to him/her by the Employer; or
- (b) Where the Employer has not conveyed a decision to him/her within the time prescribed in Clause 16.10, within fifteen (15) working days from the date the Employer's response was due.

16.10 The Employer shall normally reply to an employee's grievance at Level 1 of the grievance procedure within twenty-one (21) calendar days after the grievance is presented, and within twenty-eight (28) calendar days after the grievance is presented at Level 2.

16.11 Where an employee has been represented by the Union in the presentation of his/her grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time

that the Employer's decision is conveyed to the employee.

- 16.12 Where the provision of Clause 16.02 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the recipient. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his/her grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.
- 16.13 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.
- 16.14 Where it appears that the nature of the grievance is such that a decision cannot be given below the final level of authority, Level 1 may be eliminated by agreement between the Employer and the employee, and, where applicable, the Union.
- 16.15 Except as provided in Clause 16.19 (b), an employee may, by written notice to his/her immediate supervisor, abandon a grievance.
- 16.16 Any employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond his/her control, he/she was unable to comply with the prescribed time limits.
- 16.17 No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his/her grievance or refrain from exercising his/her right to present a grievance, as provided in the Collective Agreement.
- 16.18 Where an employee has presented a grievance up to and including Level 2 in the grievance procedure, and the grievance has not been dealt with to the employee's satisfaction, he/she may refer the grievance to arbitration in accordance with the arbitration procedure specified in this Agreement.
- 16.19 Arbitration
 - a) An employee must obtain the approval of the Union and be represented by the Union before a grievance can be referred to arbitration with respect to the application or interpretation of the Collective Agreement.
 - b) A grievance referred to arbitration can only be withdrawn by the employee with the prior approval of the Union.
- 16.20 In this Article 16 all references to "day" or "days" means calendar day or days and five (5) working days equals (7) calendar days or a calendar week.

Article 17
Arbitration Procedure

- 17.01 A party dissatisfied with the outcome of the grievance procedure may refer the matter to arbitration provided that the reference is made within thirty (30) calendar days from the date on which the grievance decision was given.
- 17.02 Any arbitration arising out of this Agreement shall be conducted before a single arbitrator mutually agreed to by the parties.
- 17.03 A reference to arbitration shall be made in writing to the other party. The reference shall provide the name, address and telephone number of the referring party's representative. The reference will also include a list of at least three names of persons proposed for the selection of an agreed upon arbitrator.
- 17.04 Within fourteen (14) days of receiving the reference to arbitration, the responding party will, in writing, acknowledge receipt of the reference to arbitration and provide the name, address and telephone number of its representative. The acknowledgment will also either confirm agreement for one of the proposed arbitrators, or propose a list of three names of alternative arbitrators.
- 17.05 If the parties have not agreed to an arbitrator within fourteen (14) days of receipt of the written acknowledgment, either party may, pursuant to the Canada Labour Code, request the Minister of Labour to make an appointment.
- 17.06 The arbitrator shall have the authority and powers conferred by the Canada Labour Code, including the authority to determine whether a matter is arbitrable under this Agreement. The arbitrator shall not have the authority to change, modify or alter any of the terms of this Agreement. This does not preclude the arbitrator from substituting a lesser penalty in discipline matters, or reinstating a discharged employee.
- 17.07 The award of the arbitrator is final and binding upon the parties.
- 17.08 Each party shall also pay one-half (1/2) of the fees and expenses of the arbitrator. The parties are each responsible for their own costs associated with engaging outside counsel and calling witnesses who are not employees of the Employer.
- 17.09 The time limits stipulated in this procedure may only be extended by mutual agreement between the parties. The Yukon Employees Union and Local President will be given a copy of the final level grievance response on the same day as the response is given to the employee.

Article 18
Designated Paid Holidays

18.01 (a) The following days are designated paid holidays for employees:

- (i) New Year's Day
- (ii) 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) Dec 24th Christmas Eve Day
- (xii) Christmas Day
- (xiii) Boxing Day

(b) Any day proclaimed by the Government of Canada as a National Holiday or the Yukon Territorial Government as a General Holiday other than a designated paid holiday mentioned in Clause 18.01 (a) above, shall be proclaimed as a designated paid holiday.

(c) Where the Government of Canada or the Yukon Territorial Government changes the name of a designated paid holiday mentioned in Clause 18.01 (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 Collective Agreement.

18.02 Holiday Falling on a Day of Rest

When a day designated as a holiday under Clause 18.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his/her day of rest, or the employee may request and will be given another day off at a mutually agreed date.

18.03 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 18.02:

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

18.04 Designated Paid Holidays

Clause 18.01 (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 provisions of Article 12 (Time Off for 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 the working day immediately following the designated holiday.

- 18.05 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.
- 18.06 At the request of the employee, and where operational requirements permit, an employee shall not be required to work both Christmas and New Year's Day.

18.07 Designated Paid Holiday

- (a) 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 1/2X) for the first eight (8) hours and double time (2X) thereafter. This is in addition to the holiday pay provided in Clause 18.01 (a).
- (b) An employee who is required to work on a designated paid holiday following a day of rest on which he/she also worked and received overtime shall be compensated for hours worked at the rate of double time (2X) for all time worked. This is in addition to the holiday pay provided for in Clause 18.01(a).

Article 19
Leave - General

- 19.01 During the month of December in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his/her sick, special, lieu time and vacation leave credits as at the end of the fiscal year.
- 19.02 When the employment of an employee who has been granted more vacation, sick 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) his/her employment is terminated by his/her death; or
- (b) his/her employment is terminated by layoff.
- 19.03 If, at the end of the fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half day the entitlement shall be increased as follows:
- (a) to a half day if the fractional entitlement is less than one-half day;
- (b) to a full day if the fractional entitlement is more than one-half day.

- 19.04 When the Employer rejects an employee's application for leave the reasons for the rejection shall be provided to the employee in writing forthwith.
- 19.05 An employee's request for any leave will be responded to by the Employer within a reasonable period of time.

Article 20
Vacation Leave

20.01 Vacation Leave

- (a) An employee is entitled to take vacation leave with pay, provided the employee has earned vacation leave credits
- (b) An employee with one or more years of service shall have his/her anticipated yearly vacation leave credits advanced January 1st of each year. The parties agree that should an employee take unearned vacation and not return to the employment of the Employer or return but not long enough to earn the already taken vacation, the Employer has the right to recover the monies from any monies owing the employee.

20.02 An 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	1 ¼ days (3 weeks)
In the fifth and subsequent	1 ⅔ days (4 weeks)
In the eight and subsequent	2 1/12 days (5 weeks)

20.03 Long Service Vacation Leave Benefits

- (a) On the date an employee completes the qualifying period of continuous service with the Employer as set out below, he/she shall be entitled to five (5) days of additional vacation leave in the period prior to the next qualifying period.
- (b) An 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.
- (c) Qualifying Periods of Continuous Service:
- (i) Completion of four (4) but less than eight (8) years of continuous service;
- (ii) Completion of eight (8) but less than twelve (12) years of continuous service;

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

- (a) Is granted bereavement leave;
- (b) Is granted sick leave; or
- (c) Is granted special leave;

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.

20.05 Where, at the end of any vacation year (December 31st), an employee has not used all vacation leave credits, the unused portion of vacation leave credits shall be carried over into the next vacation year up to a maximum of one (1) years entitlement. Vacation leave credits in excess of this maximum will be paid out in the first pay period following January 1st. In situations, due to operational requirements, where an employee is not permitted to take the vacation leave requested, he/she will be allowed to carry over the portion of the leave request not granted to the following December 31st.

- 20.06 (a) The Employer shall make every reasonable effort to grant to an 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 the Employer.
- (b) The Employer will reply to an 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 reasons in writing for such alteration or disapproval if requested in writing by the employee.
- (c) An 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.

- 20.07 (a) On termination, an employee or his/her estate shall be paid cash for any vacation leave credits outstanding.
- (b) At the 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.

20.08 (a) When, during a period of vacation leave, an employee is recalled to duty, he/she shall be reimbursed for reasonable expenses incurred as normally defined by the Employer in the Travel Policy, in proceeding to his/her place of duty. In addition

the employee shall be reimbursed for any non-refundable deposits forfeited as a result of recall. If he/she 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 employee shall not be considered as being on vacation leave during any period in respect of which he/she is entitled under Clause 20.08 (a) to be reimbursed for reasonable expenses incurred by him/her.
- (c) Where an employee on vacation leave outside of Whitehorse is recalled to duty, the employee will be entitled to one (1) extra day of vacation leave.

Article 21 **Sick Leave**

21.01 Upon completion of thirty (30) calendar days of continuous service, all permanent employees shall be granted sick leave in accordance with the following conditions:

- (a) An employee who is sick shall notify his/her Employer as soon as possible.
- (b) An employee shall be entitled to time off with pay for a bona fide non-occupational sickness or accident provided that the employee has sufficient leave credits.
- (c) Notwithstanding (b) above, should it become apparent at any time that a pattern of absence is developing, the Employer may request that an employee undergo an independent medical examination or that further medical evidence acceptable to the Employer be furnished to substantiate any period of absence claimed to be illness. All costs associated with this clause shall be the responsibility of the Employer.
- (d) Sick leave shall be accumulated by an employee at the rate of pay of 1 ¼ days per month to a maximum of forty-five (45) days.

Article 22 **Special Leave**

- 22.01 (1) On January 1st of each year Permanent employees with at least one year of continuous service shall receive five (5) working days of Special Leave with pay, prorated for all new hires. Special Leave shall be granted to an employee when personal needs or circumstances prevent the employee from performing the employee's regular duties. Each employee is expected to use their Special Leave responsibly and with a view toward promoting the best accommodation of work requirements with personal requirements. Employees are expected to manage their use of Special Leave by anticipating and planning for their own needs.
- (2) In no case will the employer advance Special Leave to employees who have run out of, or not yet accrued, sufficient leave for their needs.

- (3) Special Leave is not intended to supplement the use of sick vacation or to be used to facilitate an absence where another more appropriate leave provision is available.
- (4) Special Leave should be requested by the employee in advance of the need giving rise to the absence from work but consideration will be given to granting leave after the fact where it was not possible to provide notice.
- (5) Unused Special Leave shall not be accrued from year to year.

Article 23 **Other Types of Leave**

Court Leave

23.01 Leave of absence with pay shall be granted to every employee, other than an employee on leave of absence without pay, laid off or on suspension, who is required:

- (a) to serve on a jury, including a jury selection process; or
- (b) by subpoena or summons to attend as a witness in any proceedings held:
 - (i) in or under the authority of a court of justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate, or coroner;
 - (iii) before the Senate or House of Commons of Canada, or a committee or commission of the Senate or House of Commons, otherwise than in the performance of the duties of his position;
 - (iv) before the Legislative Assembly, or any committee or commission thereof that is authorized by law to compel the attendance of witnesses before it;
 - (v) 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;
- (c) Notwithstanding any provisions of this article, the Employer may deduct from the regular pay of the employee any remuneration received by him/her as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred for such duty.

Public Service Leave

23.02 An employee, other than an employee on leave of absence without pay or under suspension, will be granted leave without pay:

- (a) to serve as a Justice of the Peace;
- (b) to serve as a Coroner; or

(c) to participate in a public inquiry.

Injury Leave

23.03 The Employer shall make every reasonable effort to find alternate employment within its employ for an employee who suffers an injury on duty and who as a result becomes unable to carry out his/her normal work functions.

Leave Without Pay for Personal Needs

23.04 Leave without pay for personal needs may be granted, subject to operational requirements, to an employee for up to six (6) months.

23.05 Subject to operational requirements, leave without pay may be granted on reasonable notice to an employee in order to meet traditional hunting or harvesting opportunities. Such leave shall not be unreasonably denied.

Pregnancy, Adoption and Parental Leave

23.06 After completion of one (1) year of continuous employment, an employee shall be granted Pregnancy Leave without pay for a period not exceeding thirty-seven (37) weeks. Pregnancy Leave may begin before, on or after the expected date of termination of pregnancy ending no later than thirty-seven (37) weeks after the date of the termination of pregnancy. If the natural mother is also taking Parental Leave without pay, in addition to Pregnancy Leave, the leave must end no later than fifty-two (52) weeks after termination of pregnancy.

23.07 The employee shall notify the Employer in writing at least four (4) weeks prior to the date of termination of pregnancy that she wishes to take leave, except in extenuating circumstances such as pregnancy complications or premature birth and shall provide to the Employer a medical certificate certifying pregnancy.

23.08 After completion of one (1) year of continuous employment, an employee shall be granted Adoption leave without pay for a period not exceeding thirty-seven (37) weeks and shall also be granted fifteen (15) weeks Parental Leave without pay.

23.09 The employee shall notify the Employer, in writing, at least four (4) weeks prior to the commencement of the Adoption leave, except in extenuating circumstances such as the sudden coming into care of an adopted child. The employee shall also provide to the Employer a copy of the adoption certificate or custody papers.

23.10 An employee is entitled to Parental leave without pay, if the employee:

(a) has been employed by the Employer for one (1) continuous year;

(b) has submitted a written request for leave at least four (4) weeks prior to commencement of such leave;

(c) will remain at home to care for a newborn or newly adopted child; and

(d) makes a Statutory Declaration that the child is a bona fide dependant of the employee and resides with the employee.

- 23.11 Parental leave to a total maximum of thirty-five (35) weeks may be taken by either parent or by both parents, and is also available to adoptive parents.
- 23.12 An Employee on Pregnancy, Adoption or Parental Leave shall remain a member of the bargaining unit. Leave granted under this article shall be counted for the calculation of continuous employment for the purpose of calculating severance pay and pay increment purposes.
- 23.13 For the purpose of Article 23 (Pregnancy, Adoption and Parental Leave) of the Collective Agreement, 'benefits' means to the extent that the Employee is eligible, the provisions defined under Article 45 (Group Benefits Program) and Article 38 (Seniority). With regard to Article 45 (Group Benefits, the employee must agree to return to work for the Organization for a minimum of six (6) months. Should the employee not meet this commitment, the Employer has the right to recover the total cost of the Group Benefit Premiums paid during the period of leave.
- 23.14 Upon returning to work, the Employee shall resume her previous position, or a comparable position.

Emergency Leave

- 23.15 Notwithstanding any provisions for leave in this Agreement, the Employer may grant leave of absence with or without pay to an employee in an emergency or unusual circumstances.

Leave Without Pay

- 23.16 With the Employer's advance approval, leave without pay may be granted to an employee under special circumstances where in the opinion of the Employer the operational efficiency of the department will not be adversely affected.

Leave of Absence

- 23.17 With the approval of the Employer a Leave of Absence may be granted without pay or benefits for a period of up to six (6) months to an employee who applies for same in writing. On returning to work, the employee will be guaranteed the same rate of pay they were receiving when the Leave was granted, but will not necessarily be offered the same position.
- 23.18 The Employer will not be responsible for payment of the employees' Group Insurance Program Premiums while they are on Leave of Absence.

Article 24
Prepaid Leave Plan

Prepaid Leave Plan

- 24.01 The purpose of the Prepaid Leave Plan is to afford employees the opportunity of taking a leave of absence for a period of up to one (1) year and through deferral of their salary, finance the leave.

Eligibility and Application Process

- 24.02 (1) Employees making application must have completed two (2) continuous years of employment with the Employer.
- (2) An interested employee must make written application no later than May 1 of each year. Such written application is to be directed to the Manager.
- (3) The Manager will respond to applications by June 1 of each year. Such response will be in writing and shall clearly indicate acceptance or denial. The approval of individual requests to participate in the plan rests solely with the employer. Such approval shall not be unreasonably withheld.

Contract

- 24.03 All employees wishing to participate in the Plan shall be required to sign an approved contract as per Appendix "A" before approval for participation is granted.

Payment Formula

- 24.04 (1) In each year preceding the year of leave, the employee will be paid a reduced percentage of applicable annual salary.
- (2) The remaining percentage of the gross annual salary will be deducted in bi-weekly instalments commencing with the first pay cheque of the month the employee's leave is to commence and will continue to be deducted for a period not to exceed sixty (60) months.
- (3) All deferred salaries will be held in trust in an interest bearing account. The interest earned will accrue to the benefit of the participant.
- (4) In the year of leave, the amount accumulated in the previous years will be paid to the employee in equal bi-weekly instalments. The residual amount will continue to earn interest and any adjustment of accumulation and will be paid on the twenty-sixth instalment.

Benefits

- 24.05 (1) While an employee is enrolled in the Prepaid Benefit Plan, and not on leave, any benefits tied to the salary level shall be structured according to the salary the employee would have received had they not been enrolled in the Plan.
- (2) An employee's benefits will be maintained during their leave.
- (3) While on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received had they not enrolled in the Plan.
- (4) The period of leave shall not be counted for continuous service, nor shall any other leave provisions accrue during the period of leave.
- (5) Time spent on such leave shall not be counted for pay increment purposes.
- (6) Weekly indemnity insurance, long term disability insurance and sick leave do not apply in the event of a disabling injury arising out of alternate employment.

Notwithstanding the above, the conditions of the carriers of the benefit plans shall prevail.

Withdrawal from Plan

- 24.06 (1) An employee may withdraw from the Plan only for financial reasons beyond their control and provided that notice is given at least ninety (90) calendar days prior to the date on which the leave was to have commenced. Any exceptions to the aforesaid shall be at the discretion of the Employer.
- (2) An employee who withdraws from the Plan shall be paid a lump sum amount equal to any monies deferred plus interest accrued. Payment shall be made within sixty (60) calendar days of withdrawal from the Plan.
- (3) Should an employee die while participating in the Plan, any monies accumulated plus interest accrued at the time of death shall be paid to the employees estate.
- (4) Any payment shall be subject to the Income Tax laws respecting lump sum payments.

Deferral

- 24.07 The leave may be postponed for one (1) year by the Employer for operational reasons, provided the employee is advised not later than ninety (90) calendar days prior to the date the leave was to have commenced.

Return to Position

- 24.08 (1) An employee who is granted leave under this Plan shall have the right to return to their former position upon the termination of such leave.

- (2) The employee shall confirm their return date at least two (2) weeks prior to the expected date of return.

Article 25
Short Term Leave for Training Purposes

- 25.01 Leave without pay to take advanced or supplementary professional, technical training or other educational purposes related to career development up to one academic year may be granted by the Employer to employees upon written application.
- 25.02 At the Employer's discretion full or partial financial assistance in respect of salary and benefits, tuition, travelling and other expenses may be granted during such leave where:
- (a) the employee has become technically obsolete and requires retraining to satisfactorily carry out the work assigned to him/her; or
 - (b) the courses are required to keep the employee abreast of new knowledge and techniques in his/her field of work; or
 - (c) qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees.
- 25.03 Subject to prior approval by the Employer, where an employee provides the Employer with evidence that he/she has successfully completed a course the Employer shall reimburse the employee for tuition fees paid by him/her if the course is of value to the employee's work and does not require him/her to be absent from duty.
- 25.04 Under this Article, leave with full or partial financial assistance in respect of salary will carry with it the obligation for the employee to return after leave to work for the Employer for a period equivalent to the leave. In the event that the employee fails to return to work for the Employer for such equivalent period, all financial assistance extended to the employee under this Article may be recovered by the Employer pro rated to the portion of the equivalent period not worked.
- 25.05 Where a request for leave under this article has been submitted by an employee, the Employer shall, within sixty (60) calendar days from the date of the employee's submission, advise the employee whether his request has been approved or denied.

Article 26
Hours of Work

- 26.01 Employees shall work seven and one-half (7 ½) hours per day and thirty-seven and one-half (37 ½) hours per week.
- 26.02 The hours of work for employees shall be 8:00 am to 4:30 pm with a one (1) hour unpaid lunch break near the midpoint of the work day.

26.03 The work week shall consist of Monday to Friday.

26.04 Employees shall receive two (2) paid rest breaks near the midpoint of the morning and afternoon.

Article 27 Overtime

27.01 In this Article:

- (a) "Overtime" means work performed by an employee before or after or in excess 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.

27.02 (a) Except in the case of emergencies, all overtime hours must be authorized in advance by the Manager.

(b) Subject to operational requirements, the Employer shall make every reasonable effort:

- (i) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work;
- (ii) to give employees who are required to work overtime reasonable advance notice of this requirement.

(c) Employees may refuse to work overtime, except in the case of emergencies.

27.03 (a) An employee who is requested to work overtime shall be entitled to a minimum of fifteen (15) minutes' pay at the appropriate rate described in (b) below.

(b) Overtime work shall be compensated as follows:

- (i) at time and one-half (1 ½) for the first eight (8) hours and double (2X) thereafter;
- (ii) double time (2) for all hours worked on a second day of rest
- (iii) in lieu of pay under (i) and (ii) above the Employer shall grant, at the employee's request, equivalent leave with pay at the appropriate overtime rate.

(c) When overtime compensation is paid, the pay statement shall indicate the pay period, rate of overtime and the number of overtime hours.

- (d) Lieu-time earned under clause 27.03 not used by December 31st will be paid-out in the first pay period in January.

Article 28

Pay

- 28.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in the Appendices.
- 28.02 Employees shall be paid on a biweekly basis with pay days being every second Thursday.
- 28.03 Where paycheques, pay stubs, T4 information slips, and any other employee-specific pay and benefit items are distributed to employees at their place of work, they shall first have been placed in an envelope. Pay stubs shall show the employee's name, the pay period being paid, the particulars of wages, allowances and benefits paid, the deductions taken from the pay, and the employee's net pay.
- 28.04 Employees who have earned overtime compensation, or any other extra allowances in addition to their regular pay, should receive such remuneration in the pay period in which it was earned, but in any event shall receive such remuneration on the following pay day.

Acting Pay

- 28.05 When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis for at least three (3) working days, 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 classification level for the period in which he/she acts.
- 28.06 When a day designated as a paid holiday occurs on a day when the employee would otherwise be performing duties on an acting basis, the holiday shall be considered as a day worked for purposes of acting pay and shall receive a salary at a rate of pay one increment higher on the new scale than his/her present salary where his/her present salary is the same as or higher than the minimum but less than the maximum for the acting position.
- 28.07 When an employee is required by the Employer to perform the duties of another position on an acting basis, the Employer shall advise all employees of the acting appointment in writing.

Salary Increases

- 28.08 The Employer agrees to pay the negotiated salary increases to every employee not later than the month following the month in which this Agreement is signed.
- 28.09 The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay, and allowances not later than the month following the month in which this Agreement is signed.

28.10 Retroactive pay shall be issued on a separate paycheque.

Pay Recovery

28.11 Where an employee through no fault of his/her own has been overpaid, the Employer will, before recovery action is implemented, advise the employee in writing of the overpayment and of the Employer's intention to recover the overpayment. Prior to said recovery, the Employer and the employee shall discuss the pay recovery and the Employer shall devise an acceptable recovery schedule. But in any case the recovery shall not be in excess of twenty percent (20%) of the employee's net earnings per pay period.

28.12 If more than eighteen (18) months has passed since the overpayment, there shall be no recovery of the overpayment.

Article 29 **Reporting Pay**

29.01 If an employee reports to work on his/her regularly scheduled workday and there is insufficient work available, he/she is entitled to pay for that day.

29.02 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 is entitled to pay for that day at his/her straight time rate.

29.03 If an employee is directed to report for work outside of his/her regularly scheduled hours of work, he/she shall be paid the greater of:

(a) compensation at the appropriate overtime rate; or

(b) compensation equivalent to four (4) hours' pay at the straight-time rate.

Article 30 **Call-back Pay**

30.01 When an employee is recalled to a place of work for a specific duty, he/she shall be paid the greater of:

(a) compensation at the appropriate overtime rate; or

(b) compensation equivalent to four (4) hours' pay at the straight-time rate.

30.02 Compensation for call-back shall be made either in cash or lieu time, at the discretion of the employee.

Article 31
Duty to Accommodate

31.01 The Employer recognizes the requirement to respect the “Duty to Accommodate” and will adhere to the Yukon Human Rights Act. It is the responsibility of the Employer, the employee needing the accommodation, and the Union when requested by the employee, to work together towards the goal of reaching a reasonable accommodation.

Article 32
Pay for Travel on Behalf of Employer

32.01 Where an employee is required to travel on behalf of the Employer, he/she shall be paid:

- (a) when the travel occurs on a regular work day, as though he/she were at work for all hours travelled;
- (b) when the travel occurs on a day of rest or designated paid holiday, at one and one-half times (1 ½) his/her straight time rate for all hours travelled subject to a minimum of two (2) hours pay at the straight time rate.

32.02 For the purpose of this article, hours travelled includes a one (1) hour check-in period at airports, bus depots, or train stations, as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but are exclusive of overnight stopovers.

32.03 The Employer will make every reasonable effort to restrict travel outside of the employee’s headquarters that requires absence from home beyond a period which includes two (2) weekends.

32.04 Where an employee is absent from home on a designated paid holiday or day of rest and does not work, he/she shall receive time off in lieu of pay at his straight time rate of pay for the day.

Article 33
Vacancies, Job Postings, Promotions and Transfers

33.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly-created position shall be posted on the Union notice board. The job posting shall state the job classification, rate of pay and required qualifications of the job. An employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting. Preference will only be given to a bargaining unit member under this Article provided their qualifications meet the required standards of the position.

33.02 In choosing between candidates the Employer shall select the best qualified senior candidate. Qualifications to be determined based on the following criteria as required by the position:

- (a) knowledge;
- (b) skills;
- (c) education;
- (d) experience.

When two or more candidates are relatively equal seniority shall be the governing factor.

Transfers

33.03 No employee shall be transferred to a position outside the Bargaining Unit without his/her consent. If an employee is transferred to a position outside the Bargaining Unit, he/she shall retain his/her seniority accumulated up to the date of transfer, but will not accumulate further seniority.

Probationary Employees

33.04 A probationary employee shall be eligible to participate in job competitions in the same manner as non-probationary employees.

Credit for Previous Experience

33.05 Wage rates for new or re-hired employees shall be based on the pay grid at a rate commensurate with qualifications and experience.

Article 34 **Job Descriptions**

34.01 When an employee is first hired 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 a current, accurate and written Job Description of the position to which he/she is assigned.

34.02 Upon written request, an employee shall be given a current, accurate and written Job Description of his/her position.

Article 35 **Classification**

35.01 During the term of this Agreement, if a new or revised classification is implemented by the Employer, the Employer shall, before applying the new or revised classification, negotiate with the Union the rates of pay and the rules affecting the

pay of employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised classification to the Union, the Employer may withdraw the proposed classification and may resubmit their proposal, or the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.

- 35.02 Subject to this section, the rate of pay for a person appointed to a position with the Employer, whether it be an initial appointment or a promotion, shall be the minimum rate of pay for the range of that position unless otherwise authorised by the Manager. Where the qualifications of the candidate so warrant consideration; subject to the approval of the personnel committee.
- 35.03 Where there is a vacancy within the Employer, the Employer shall attempt to promote employees from within the Bargaining Unit prior to going to public competition. Such promotion shall be subject to an employee's abilities to perform the responsibilities of the new position in a competent manner.

Article 36 **Employee Performance Review and Employee Files**

Employee Performance Review

- 36.01 The Employer's representative who reviews an employee's performance must have observed the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated or have input from another person who has so observed the employee.
- 36.02 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss and then sign the review form in 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 and may correct any factual inaccuracies in his/her performance appraisal.
- 36.03 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his/her career development goals. Subject to operational requirements, every effort will be made to develop the career potential of the employee through training, in-service training, retraining, or any other facets of career development which may be available and are related to the duties of his/her position.

Employee Files

- 36.04 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware by the provision of a copy thereof at the time of filing or within five (5) working days thereafter.

- 36.05 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 36.06 Upon written request of an employee the personnel file of that employee shall be made available for his/her examination at reasonable times in the presence of an authorized representative of the Employer.
- 36.07 The Employer agrees that there will be only one file kept for each employee.
- 36.08 Where an employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature, the employee shall have the right to have a Representative of the Union in attendance. The Employer must advise the employee of his/her right to be accompanied by his Representative at least one (1) day in advance of said meeting.

Article 37 **Contracting Out**

- 37.01 There may be contracting out of any work by the Employer provided it would not result in the layoff or reduction in the hours of work of Bargaining Unit members

Article 38 **Seniority**

- 38.01 Seniority is defined as the length of service with the Employer and shall be applied on a Bargaining Unit-wide basis, unless otherwise agreed in this Agreement.
- 38.02 (i) A newly hired permanent or permanent part-time employee within the organization shall be on probation for a period of six (6) months.
- (ii) A newly hired employee's employment may be terminated at any time during the probationary period. Only factors that can reasonably be expected to affect work performance or the organization will be considered.
- (iii) Prior to the end of the employee's probationary period, a Performance Review will be conducted. Should the employee's performance in the position not meet the required standards, the employee's probationary period may be extended, not to exceed an additional three (3) months at the option of the Employer. The employee has the right to have Union Representation present if they choose if their probationary period is to be extended.
- (iv) An existing permanent or permanent part-time employee who is promoted or transferred to a different position within the organization will be on probation in the new position for a period of three (3) months. Prior to the end of the three (3) months probationary period in the new position a performance review will be conducted. Should the employee's performance

in the new position not meet the required expectations, or at the employee's request, the employee will be given the opportunity to move back into the former position.

- 38.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be kept current, a copy of which shall be sent to the Union whenever a change occurs.

Article 39 **Discharge and Discipline**

- 39.01 The principle of progressive discipline is recognized by both parties.
- 39.02 Where an employee is to be disciplined, the Employer shall notify the employee at a meeting. Prior to the meeting, the Employer will notify the employee of his/her right to have a Representative of the Union in attendance. The reasons for the discipline shall be provided to the employee in sufficient detail that the employee may defend himself/herself against it.
- 39.03 When circumstances are such that the Union Representative was not available or the employee did not request the attendance of a Union Representative, the Employer shall notify the appropriate Union Representative when discipline occurs.
- 39.04 Discipline, including dismissal, shall be subject to just cause.

Article 40 **Labour-Management Committee**

- 40.01 A Labour-Management Committee will be formed to consult on matters of Safety and Health, and other matters of mutual interest.
- 40.02 The Labour-Management Committee shall be comprised of two (2) members: one (1) from the Bargaining Unit and one (1) from the Employer with each party choosing their respective representatives. The Union will consider the departmental structure in appointing their representatives.
- 40.03 The Labour-Management Committee will meet any time at the request of either party, but in any event will meet at least once every six (6) months.
- 40.04 Time spent participating in the Labour Management Committee by a Bargaining Unit member shall be considered time worked

Article 41 Safety and Health

41.01 The Employer shall comply with all applicable territorial health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.

Safety Act and Regulations

41.02 The Employer shall make available to all employees a current copy the *Safety Act* and Regulations, and any Employer policies pertaining to safety and health.

Right to Refuse Dangerous Work

41.03 An employee shall have the right to refuse to work as outlined in the *Occupational Health & Safety Act of Yukon*.

First Aid

41.04 The Employer will offer Safety First Aid courses to all employees required to hold certificates pursuant to the *Safety Act*, including refresher courses required to maintain a valid certificate, at the Employer's expense. Employees taking first aid training shall be granted leave with pay for the duration of the courses.

41.05 The Employer will provide and maintain in good condition first aid kits in appropriate locations on the Employer's premises.

Transportation of Injured Workers

41.06 The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest medical practitioner, medical facility or nursing station, and from there to his/her home or place of work depending on the decision of the attending medical practitioner, when such services are immediately required by an employee as a result of injury or serious ailment occurring in the workplace. If the employee receives compensation from any source for transportation costs arising under this clause, the Employer may recover that amount from the employee.

Protective Clothing and Equipment

41.07 The Employer shall provide and pay for all protective devices, clothing and other equipment necessary to properly protect employees from injury and unhealthy conditions. The Employer shall make provisions for the proper cleaning and maintenance of all safety equipment, devices and clothing at no cost to the employees.

Occupational Health Examinations

41.08 Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner the employee shall be granted leave with

pay to attend the examination. All examination costs will be the responsibility of the Employer.

- 41.09 The employee shall have access to all occupational health information resulting from or related to his/her occupational health examination, and such information shall be maintained in a confidential manner and retained within the medical community.

Article 42 **Technological Change**

- 42.01 Both parties recognize the overall advantages of technological change. Therefore, both parties will encourage and promote technological change and improvements.
- 42.02 The parties agree to abide by the provisions of the Canada Labour Code.

Article 43 **Duty Travel**

- 43.01 The Employer agrees to compensate employees for accommodation, mileage, meals and incidentals as provided for by the Yukon Government Travel Policy subject to such travel being authorized by the Employer.
- 43.02 The Employer will provide an advance, if requested by the employee, for any travel required outside of Whitehorse.

Article 44 **Retirement Savings**

- 44.01 Effective January 1, 2012, each Regular permanent full-time and Regular permanent part-time employees (“RP Employees”) currently employed by the Employer shall, as a condition of employment, open and maintain a Registered Retirement Savings Plan (the “RRSP account”) at a financial institution of their choice located within the City of Whitehorse and shall provide the Employer with:
- (a) a written authorization to deduct a sum (not less than 2% of the RP Employee’s gross wages) to be deposited in the RRSP account; and
 - (b) documentation detailing the name and location of that institution and sufficient information regarding the RRSP account to enable the Employer to make the contributions set out in Article 44.04 (the “Information”). The Information shall be provided on or before December 31, 2011 (the “Date”).
- 44.02 Failure to provide the Information by the Date shall entitle the Employer to make no contributions as set out in Article 44.04. Continued failure to provide the Information entitles the Employer to make no contributions until the Information

is obtained. Once in receipt of the Information, the Employer is only required to make the contributions required from that month onward.

- 44.03 Newly hired RP Employees must as a Condition of Employment, within thirty (30) days of hire (the “Period” open and maintain a RRSP account and provide the Employer with the Information within the Period. In the event the newly-hired RP Employee fails to provide the Information, the provisions of Article 44.02 apply.
- 44.04 Subject to Articles 44.01, 44.02, 44.03, the Employer shall deduct from all RP Employees’ bi-weekly pay, an amount equal to at least 2% of the RP Employee’s gross bi-weekly pay. The Employer shall match that amount and shall deposit both sums (the “Contributions”) into each RP Employee’s RRSP Account.
- 44.05 Employees can not withdraw from participating in Article 44 for their duration of their employment with the Employer.

Article 45 **Group Benefit Program**

- 45.01 The parties agree the Yukon Building Trades Health and Welfare Plan (Group Benefit Plan) as initialled by the parties on the 19th day of February, 2009 shall form part of this collective agreement. All permanent and part-time employees shall be eligible to join the Group Benefit Plan provided they meet the policy requirements.
- 45.02 The Employer shall pay the premium for the Plan referenced in clause 45.01.
- 45.03 The parties agree to meet and discuss any proposed amendments to the above Group Benefit Plan or funding as covered by Clause 45.02 prior to any changes that are subject to the agreement of the parties.

Article 46 **Northern Travel Allowance**

- 46.01 The employer agrees to allocate eight (8%) of base salary as a Northern Travel Allowance on the employees T-4 slips (Box 32).

Article 47 **Social Justice Fund**

- 47.01 Northern Safety Network Yukon shall contribute fifty dollars (\$50.00) per year to the PSAC Social Justice Fund. Contributions to the Fund will be made annually at the end of each fiscal year. Contributions to the Fund will be remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the PSAC Social Justice Fund.

Article 48
Re-opener of Agreement and Mutual Discussions

Re-opener of Agreement

- 48.01 This Agreement may be amended by mutual consent between the Employer and the Union.

Mutual Discussions

- 48.02 The Employer and the Union acknowledge the mutual benefits to be derived from dialogue between the parties and are prepared to discuss matters of common interest.

Article 49
Duration and Renewal

- 49.01 The term of this Agreement shall be from January 1, 2015 to December 31st, 2017.
- 49.02 Notwithstanding Clause 49.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 16, shall remain in effect during the negotiations for its renewal, and until either a new collective agreement becomes effective, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met.
- 49.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49 of the *Canada Labour Code*.
- 49.04 Where notice to bargain collectively has been given under Clause 49.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

SIGNED at the City of Whitehorse, in Yukon, this _____ day of _____, 2015, A.D.

**on behalf of the
Northern Safety Network Yukon**

**on behalf of the
Public Service Alliance of Canada**

Sheila Sergy
Executive Director

Andria Hyndman
Member

Tony Gaw
NSNY Board Member

Nancy Debrececi
Regional Representative

Mark Goebel
NSNY Board Member

Jack Bourassa
Regional Executive Vice-President - North

Rod Chychul
NSNY Board Member

Glenis Allen
Negotiator, NSNY

SCHEDULE A
RATES OF PAY

<u>EFFECTIVE</u> <u>January 1ST, 2015</u> <u>2.0%</u>							
Position	Pay Range		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Administrative Assistant	2	Annual	\$46,094	\$47,937	\$49,855	\$51,850	\$53,923
		Bi-weekly	\$1,766.86	\$1,837.51	\$1,911.01	\$1,987.49	\$2,066.98
		Hourly	\$23.56	\$24.50	\$25.48	\$26.50	\$27.56
Coordinator Operations	7	Annual	\$54,216	\$56,385	\$58,640	\$60,986	\$63,426
		Bi-weekly	\$2,078.20	\$2,161.32	\$2,247.77	\$2,337.70	\$2,431.22
		Hourly	\$27.71	\$28.82	\$29.97	\$31.17	\$32.42
Training Coordinator	8	Annual	\$56,437	\$58,694	\$61,042	\$63,484	\$66,024
		Bi-weekly	\$2,163.32	\$2,249.84	\$2,339.85	\$2,433.45	\$2,530.80
		Hourly	\$28.84	\$30.00	\$31.20	\$32.45	\$33.74
COR Coordinator	11	Annual	\$64,300	\$66,871	\$69,547	\$72,328	\$75,222
		Bi-weekly	\$2,464.73	\$2,563.29	\$2,665.85	\$2,772.47	\$2,883.39
		Hourly	\$32.86	\$34.18	\$35.54	\$36.97	\$38.45

SCHEDULE A
RATES OF PAY (cont')

<u>EFFECTIVE</u>							
<u>January 1st, 2016</u>							
<u>1.75%</u>							
Position	Pay Range		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Administrative Assistant	2	Annual	\$46,900	\$48,776	\$50,727	\$52,757	\$54,867
		Bi-weekly	\$1,797.78	\$1,869.67	\$1,944.46	\$2,022.27	\$2,103.15
		Hourly	<u>\$23.97</u>	<u>\$24.93</u>	<u>\$25.93</u>	<u>\$26.96</u>	<u>\$28.04</u>
Coordinator Operations	7	Annual	\$55,165	\$57,371	\$59,666	\$62,053	\$64,536
		Bi-weekly	\$2,114.57	\$2,199.15	\$2,287.11	\$2,378.61	\$2,473.77
		Hourly	\$28.19	\$29.32	\$30.49	\$31.71	\$32.98
Training Coordinator	8	Annual	\$57,424	\$59,721	\$62,110	\$64,595	\$67,179
		Bi-weekly	\$2,201.17	\$2,289.21	\$2,380.79	\$2,476.03	\$2,575.09
		Hourly	\$29.35	\$30.52	\$31.74	\$33.01	\$34.33
COR Coordinator	11	Annual	\$65,425	\$68,041	\$70,764	\$73,594	\$76,538
		Bi-weekly	\$2,507.86	\$2,608.15	\$2,712.50	\$2,820.99	\$2,933.85
		Hourly	\$33.44	\$34.78	\$36.17	\$37.61	\$39.12

SCHEDULE A
RATES OF PAY (cont')

<u>EFFECTIVE</u> <u>January 1st, 2017</u> <u>1.75%</u>							
Position	Pay Range		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Administrative Assistant	2	Annual	\$47,721	\$49,629	\$51,615	\$53,680	\$55,827
		Bi-weekly	\$1,829.24	\$1,902.38	\$1,978.49	\$2,057.66	\$2,139.96
		Hourly	\$24.39	\$25.37	\$26.38	\$27.44	\$28.53
Coordinator Operations	7	Annual	\$56,130	\$58,375	\$60,710	\$63,139	\$65,665
		Bi-weekly	\$2,151.57	\$2,237.63	\$2,327.13	\$2,420.23	\$2,517.06
		Hourly	\$28.69	\$29.84	\$31.03	\$32.27	\$33.56
Training Coordinator	8	Annual	\$58,429	\$60,766	\$63,197	\$65,725	\$68,355
		Bi-weekly	\$2,239.70	\$2,329.27	\$2,422.46	\$2,519.36	\$2,620.16
		Hourly	\$29.86	\$31.06	\$32.30	\$33.59	\$34.94
COR Coordinator	11	Annual	\$66,570	\$69,232	\$72,002	\$74,882	\$77,878
		Bi-weekly	\$2,551.75	\$2,653.79	\$2,759.97	\$2,870.36	\$2,985.19
		Hourly	\$34.02	\$35.38	\$36.80	\$38.27	\$39.80

PAY NOTE: An employee shall receive a merit increase from one step to the next highest step or a maximum increase of 4 per cent, if they are paid between the current steps in the range subject to satisfactory performance annually on the increment date in the position they hold. The maximum of these increases will not exceed the top of the range at Step 5.

Appendix "A"
PREPAID LEAVE PLAN

Re: Northern Safety Network Yukon Prepaid Leave Plan – Agreement

I have read the terms and conditions of the Northern Safety Network Yukon Prepaid Leave Plan. I understand and agree to participate in the plan under the following terms and conditions.

1. Participation Date: I shall become a participant effective

2. Release period: My release period of leave shall be from
_____ to _____

3. Contributions: In accordance with Sections _____, I direct the percentage amounts as set out in this release be withheld from my current Compensation Amount with respect to my participation in the Plan for the following years.

First year _____
Second year _____
Third year _____
Fourth year _____
Fifth year _____

4. Release Payment: During my release period, the Northern Safety Network Yukon will:
pay me a salary through payroll equal to the accumulated contributions and interest (the amount to be determined just before the release period) less any required deductions and withholdings.

5. Withdrawal: