

Article 12
WORKPLACE HARASSMENT AND WORKPLACE VIOLENCE

- 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, seesional 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.