

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) Christmas Day
 - (xii) 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 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) Permanent employees shall receive special leave.

To a maximum of five (5) working days of Special Leave with pay, which shall be granted to an employee where:

- (a) there is a death of a mother, father, sister, brother, spouse, son, daughter, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, step-mother, step-father, step-child or any relative permanently residing in the employee's household, or with whom the employee permanently resides.
 - (b) the occasion of the employee's marriage.
 - (c) when an employee is required to care for his/her sick dependent(s) or a sick person permanently residing in his/her place of residence.
 - (d) one day to attend the funeral of a co-worker.
- (2) Special Leave shall include medical leave used for travel upon referral by a Yukon Medical Practitioner or when attending dental/eye care appointments in Whitehorse.
- (3) Within limitations set out by the plan provider, the Employer will be responsible for payment of the employers' Group Insurance Program Premiums while they are on Special Leave.