

## 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 Alliance, 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 improve the quality, to promote well being, and to increase the productivity of the employees to the end that the people of Yukon 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) "Alliance" means the Public Service Alliance of Canada, and includes the Yukon Employees Union (the "Union").
- (b) "Allowance" means:
- (i) compensation payable to an employee for the performance of special or additional duties pursuant to Article 18.06 or 18.08 of this Agreement; or
  - (ii) an additional payment to an employee pursuant to Article 16.07, 26.03(6), 26.04(7), 35.02, 36, 38 or 51 of this Agreement.
- (c) "Bargaining Unit" means all employees employed by the Employer as described in the Certificate issued by the Yukon Public Service Staff Relations Board on the 9th of October, 1970, as amended on December 9, 1988.
- (d) "Class" means a combination of occupational group and level; for example, AR4, ST11 are classes.
- (e) "Continuous Service and Continuous Employment" **mean:**
- (i) for a regular employee, the uninterrupted employment as a regular employee with the Government of the Yukon Territory and includes:
    - (a) the service of a lay-off rehired within a period of one (1) year;
    - (b) subject to (iii)(a) below, the service of an employee with the Public Service of Canada whose position was transferred from the Public Service of Canada to the Yukon Government;

- 2.01 (e) (i) (c) the continuous service of an employee under the collective agreement between the Yukon Teachers' Association and the Government of Yukon, provided there is no interruption in employment with the Government of Yukon.
- (ii) for an auxiliary employee, the uninterrupted employment as an auxiliary employee since January 3, 1986 with the Government of the Yukon Territory, and includes:
- (a) the service of a seasonal employee who has been temporarily released pursuant to Article 54.02 or who has been on off-duty status under Article 54.03;
- (b) subject to (iii)(b) below, the service of an employee with the Public Service of Canada whose position was transferred from the Public Service of Canada to the Yukon Government;
- (c) the continuous service of an employee under the collective agreement between the Yukon Teachers' Association and the Government of Yukon, provided there is no interruption in employment with the Government of Yukon.
- (iii) (a) A regular employee whose position or function was transferred from the Public Service of Canada shall only receive credit for earned but unused sick leave, special leave and vacation leave credits, effective on the date of the employee's transfer from the Public Service of Canada to the Yukon Government, and it will include continuous years of service as it applies to the Yukon Bonus, the employee's vacation credits and for severance pay purposes (less any severance pay received from the Public Service of Canada prior to the actual transfer date).
- (b) A seasonal auxiliary employee whose position or function was transferred from the Public Service of Canada shall receive credit for earned but unused sick leave, effective on the date of the employee's transfer from the Public Service of Canada to the Yukon Government. The seasonal auxiliary employee's continuous years of service with the Public Service of Canada will be used in determining the employee's vacation entitlement with the Yukon Government.
- (f) (i) "Day of Rest" in relation to a regular full-time employee or a seasonal full-time 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) "First day of rest" is defined as the twenty-four (24) hour period commencing at midnight on the calendar day on which the regular full-time or seasonal full-time employee completed his/her last regular shift; and

- 2.01 (f) (iii) 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 regular full-time or seasonal full-time employee's next regular shift.
- (g) (i) "Employee" means a member of the Bargaining Unit. Where one gender is used in this Agreement, it is also meant to include the other.
- (ii) "Regular employee" means a person appointed to a position established in the public service and who is a member of the Bargaining Unit, and shall not include auxiliary employees.
- (iii) "Auxiliary employee" means an employee:
- (1) who has one work assignment, whether full or part-time, that normally reoccurs, depending upon the call of the Employer, on a seasonal basis each year for a continuous period of time of more than three (3) but less than ten (10) consecutive months (to be referred to as a "seasonal employee"), or
  - (2) who normally has one or more work assignments each year, whether full or part-time, determined from time-to-time on an hourly, daily or other periodic basis by the call of the Employer (to be referred to as an "on-call employee").

Whenever the general term "auxiliary employee" is used in this Agreement, it shall include both seasonal and on-call employees, but shall not include regular employees.

- (h) **"Emergency Medical Services shift work employee" means a person who holds the position of Supervisor, Whitehorse Stations; Primary Care Paramedic; Team Lead, Medevac; Critical Care Paramedic, Medevac; Critical Care Nurse, Medevac; Primary Care Paramedic, Medevac; or Emergency Response Communications Officer.**
- (i) (i) "Part time employee" means a regular or seasonal employee who is required to work fewer hours per week on a continuous basis than those specified in Article 15 as appropriate for his/her particular occupation.
- (ii) A part-time employee also means a regular employee who has agreed to work regularly scheduled hours of work on a full-time basis in alternate blocks of less than six (6) months against blocks of regularly non-scheduled time of less than six (6) months. Once an employee agrees to such a schedule, the schedule may not be changed without the consent of the employer. For clarity, this article applies only to employees who wish to job share or to employees who need to be replaced in the event of a vacancy.
- (j) "Full time employee" means a regular or seasonal employee who is required to work those hours specified in Article 15 as appropriate for his/her particular occupation.
- (k) "Employer" means the Government of the Yukon.

- 2.01 (l) "Fiscal year" means the period of time from April 1st in one year to March 31st, in the next following year.
- (m) "Grievance" means:
- (i) in accordance with the Yukon Public Service Staff Relations Act, a complaint in writing that an employee, group of employees or the Alliance submits to Management, to be processed through the grievance procedure.
- (n) "Headquarters" and "Headquarters area" has the same meaning as given to the expression in the Travel Directive.
- (o) "Holiday" means:
- (i) in the case of a shift that does not commence and end on the same day, the twenty-four (24) hour period commencing from the time at which the shift commenced on a day designated as a paid holiday in this Agreement;
  - (ii) in any other case, the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a paid holiday in this Agreement.
- (p) "Lay Off" means a regular employee whose employment has been terminated because of lack of work or because of the discontinuance of a function and who is suitable for continued employment in the public service.
- (q) "Leave of Absence" means permission to be absent from duty.
- (r) "Market supplement" is an additional constant dollar amount which may be added from time-to-time to the base pay rate of an occupational group or to specific levels within an occupational group. Market supplement is considered part of pay for purposes of overtime, superannuation and other wage related benefits. It is not considered part of pay, however, for purposes of calculating performance increases or increases on promotion and reclassification.
- (s) "May" shall be regarded as permissive, "Shall" and "Will" as imperative, and "Should" as informative only.
- (t) "Membership dues" means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and the Union, and shall not include any initiation fee, insurance premium, or special levy.
- (u) "Occupational Groups" are the families of jobs which have some relationship to each other (e.g., administration or education). Each group contains a number of levels. These levels correspond to the point ranges.
- (v) (i) (a) "Overtime" means work performed by a regular full-time or seasonal full-time employee with the prior approval by the Employer in excess or outside of his/her regularly scheduled hours of work but, subject to the provisions of the collective agreement, excludes time worked on a designated paid holiday; and
- (b) "Overtime" means work performed by a regular part-time or seasonal part-time employee with the prior approval of the Employer in excess of the normal daily or weekly hours of work performed by a full time employee in the same classification.

- 2.01 (v) (ii) "Straight time rate" means the hourly rate of remuneration.
- (iii) "Time and one-half" means one and one-half times the straight time rate.
- (iv) "Double time" means twice the straight time rate.
- (w) "Public Service" means the Public Service of the Yukon.
- (x) "Rates of Pay"
- (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;
- (iii) "Daily Rate of Pay" means:
- (a) In the case of an employee who is paid an annual salary, his/her bi-weekly rate of pay divided by 10; and
- (b) In the case of an employee who is paid by the hour, his/her hourly rate of pay times his/her normal number of hours worked per day.
- (iv) The hourly rate of pay for **Airport Fire Captains** and Airport Firefighters will be determined by dividing the applicable bi-weekly rate of pay by eighty-four (84) hours.
- (y) "Representative" means an employee who has been elected or appointed as an area Steward or who represents the Union or the Alliance at meetings with management.
- (z) "Shifts" - shall be identified as follows:
- (i) "graveyard" - that shift, the majority of which falls within the first third of the 24:00 hour clock;
- (ii) "day" - that shift, the majority of which falls within the second third of the 24:00 hour clock; and
- (iii) "evening" - that shift, the majority of which falls within the last third of the 24:00 hour clock.
- (aa) "Spouse" means:
- (i) a lawful husband or wife; or
- (ii) a person living in a common-law relationship with the employee. A common-law relationship will exist when, for a continuous period of at least one (1) year, an employee has lived with a person in a relationship of some permanence as a couple, lives and intends to live with that person as a couple, and signs a Statutory Declaration to this effect.
- (iii) it is agreed that a common-law spouse of the same or opposite sex will be covered by any benefit plan provided for in this Collective Agreement to the extent that the plan provides coverage for a spouse of the same or opposite sex.

- 2.01 (bb) **“Substantive position” means the position to which an employee is appointed under the Public Service Act.**
- (cc) "Territory" means The Yukon Territory.
- (dd) "Underfill" - means an appointment made pursuant to the Employer's Policy on Underfill, and provides for the appointment of persons who are not fully qualified, at an approved rate of pay below the minimum scheduled rate for the position.
- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement:
- (a) If defined in the Public Service Act or in the Regulations made thereunder, or in the Yukon Public Service Staff Relations Act, or in the Regulations made thereunder, have the same meaning as given to them in those Acts, and
- (b) If defined in the Interpretation Act, but not defined in the Acts mentioned in paragraph (a) have the same meaning as given to them in the Interpretation Act.

### **ARTICLE 3**

#### **APPLICATION**

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

### **ARTICLE 4**

#### **STATE SECURITY AND LEGISLATION**

- 4.01 Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulations given or made by or on behalf of the Government of Canada or of any Act of the Yukon or any state in the interest of the safety or security of Canada, the Yukon or any state allied or associated with Canada.
- 4.02 In the event that any law passed by Parliament or by the Yukon Legislative Assembly applying to employees covered by this Agreement, renders null and void any provisions of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs, the parties agree at the request of either side, to discuss the impact of such an annulment and what changes if any can be made to the Agreement.

### **ARTICLE 5**

#### **DISCRIMINATION**

- 5.01 Subject to Section **10** of the Yukon Human Rights Act, the parties agree that there shall be no discrimination, interference, coercion, harassment, intimidation or disciplinary action exercised or practised by employees, the Union or the Employer with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, or membership or activity in the Union. **For clarity, the parties agree that “sex” includes transgender identity or expression”**

- 5.02 Grievances arising from an alleged violation of this Article will be submitted to the Public Service Commission.

## ARTICLE 6

### HARASSMENT

- 6.01 (a) The Employer, the employees and the Alliance recognize the right of all persons employed in the Public Service to work in an environment free from unwanted personal harassment, sexual harassment or abuse of authority, and agree that any of the aforementioned actions will not be tolerated in the workplace.
- (b) Cases of proven unwanted personal harassment, sexual harassment or abuse of authority by a person employed in the Public Service is considered a disciplinary infraction and will be dealt with as such.
- 6.02 (a) Personal harassment means any improper behaviour by a person employed in the Yukon Public Service that is directed at and offensive to another person employed in the Yukon Public Service, 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 bullying, as well as** harassment as described in Section 14 of the Yukon Human Rights Act.
- (b) Sexual harassment means any conduct, comment, gesture or contact of a sexual nature:
- (i) that might reasonably be expected to cause offence or humiliation; or
- (ii) that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- (c) Abuse of authority means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions that endanger an employee's job, undermine an employee's ability to perform the job or threaten the economic livelihood of an employee. However, it shall not include the legitimate exercise of an individual's supervisory power or authority.
- 6.03 An alleged offender shall be given notice of the substance of a complaint under this Article and shall be given notice of and be entitled to attend **and** participate in any adjudication.
- 6.04** An employee shall not access the grievance procedure on a harassment-related issue. An employee shall not utilize the employer's Workplace Harassment policy and this Letter to determine substantially the same matter.
- 6.05** All matters referred under this **article** shall be treated with **dispatch and** strict confidentiality. Employees shall be referred by the union to the Harassment **Prevention Office** in the Public Service Commission. Any matter referred in this manner shall be referred within twenty (20) working days of the last incident which is the subject of the allegation.

- 6.06** An Investigator shall investigate the facts of the allegation and, failing any attempt to mediate a resolution, render a report of the facts within 75 days to the complainant, alleged harasser, the union and the employer. A mediated resolution shall not be without the participation of the union and the employer, shall be without precedent or prejudice, and shall be binding on the parties. (A party may choose not to attend the mediation.)
- 6.07** Upon the recommendation of the Harassment Investigator, the Employer will make every reasonable effort to separate the complainant and the respondent.
- 6.08** With respect to investigating the facts, the Investigator is empowered to access all relevant records and files of the parties; access all offices, facilities and installations; and interview all relevant people.
- 6.09** The parties agree that they shall cooperate fully with the Investigator, and further that there shall be no interference with the process. The complainant and respondent are entitled to be represented.
- 6.10** Where a report of the facts is provided, the facts shall be binding on the parties and shall not be contested. The Employer shall determine within 10 days of receipt of the report whether, in its opinion, harassment has occurred, and shall relay its conclusion to the Union and the alleged harasser. The Union shall inform their member.
- 6.11** Within 10 days of receipt of the employer's conclusion, the Union shall inform the Employer of its reference of the employer's conclusion to expedited adjudication. The parties agree that the adjudication process shall be commenced within a period of **180 working** days from the date the allegation was **decided by Staff Relations.**
- 6.12** In rendering a decision, the adjudicator shall be bound by the facts as reported by the Investigator. Where the Union disputes the quantum of any discipline, this matter shall also be determined by the adjudicator.
- 6.13** **Training**  
**The employer will provide training for Yukon government employees.**
- 6.14** **Timelines**  
**The timelines may be amended by the mutual agreement of the Staff Relations Branch (PSC) and the YEU.**

## **ARTICLE 7**

### **JOB SECURITY**

- 7.01 a) During the life of this Agreement, the Employer will make every reasonable effort to provide continued employment for regular indeterminate employees. Should a re-organization occur, every reasonable effort will be made to provide alternate employment opportunities at the affected regular employees' equivalent classification level within the same geographic region. The Employer will also provide retraining as an alternative to lay-off when a vacancy exists and the regular employee can demonstrate an aptitude to meet the new job requirements within a reasonable period of time.
- 7.01 b) The Employer further agrees that during the life of this Agreement regular indeterminate and seasonal employees will not be laid off, or have their hours reduced, as a result of the Employer contracting out work.

**ARTICLE 8****MANAGEMENT RIGHTS**

- 8.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the Public Service.

**ARTICLE 9****UNION RIGHTS**

- 9.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees in the Bargaining Unit.
- 9.02 The Employer agrees that there shall be no intimidation or discrimination against any employee by reason of his/her membership in the Alliance, and the Alliance agrees that there shall be no intimidation or discrimination on its part towards any employee of the Employer.
- 9.03 The Employer agrees that, given reasonable notice to the Public Service Commission by the Alliance, an accredited representative of the Alliance may be allowed access to the work premises for the purpose of investigating a grievance or a complaint by an employee or the Union, provided the Alliance Representative requests permission for access directly or through an officer of the local Union. Such permission will not be withheld unreasonably.
- 9.04 Where an accredited representative of the Alliance enters the work premises as provided in 9.03, he/she shall report to the supervisor of the employee before approaching the employee.

**ARTICLE 10****APPOINTMENT OF REPRESENTATIVES**

- 10.01 The Employer acknowledges the right of the Alliance to appoint employees as representatives.
- 10.02 The Employer and the Alliance shall determine the number of representatives and the jurisdiction of each representative, having regard to the plan of organization, the distribution of employees at the work place and the administrative structure implied by the grievance procedure covered by this Agreement.
- 10.03 The Alliance shall provide the Public Service Commission with a list of its accredited representatives and will inform the Commission of any revision of the list that may be made from time-to-time, and the Employer shall provide the Alliance with a list of employees representing the Employer at the various levels of the grievance process.

## ARTICLE 11

### TIME OFF FOR REPRESENTATIVES AND ALLIANCE BUSINESS

#### 11.01 Time off for Representatives:

A representative shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate a grievance or a complaint of an urgent nature, to meet with local management for the purpose of dealing with grievances, and to attend meetings called by management. Such permission shall not be unreasonably withheld.

#### 11.02 Time off for Alliance Business:

##### Yukon Public Service Staff Relations Board Hearings:

- (1) Complaints made to the Yukon Public Service Staff Relations Board pursuant to Section 15 of the Yukon Public Service Staff Relations Act.
  - (a) The Employer will grant leave with pay for the employee's scheduled regular hours of work:
    - (i) to an employee who makes a complaint on his/her own behalf;
    - (ii) to a regular or seasonal employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Alliance making a complaint.
  - (b) The Employer will grant leave without pay:
    - (i) to an on-call employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Alliance making a complaint.
- (2) Applications for Certification, Representations, and Interventions with respect to Applications for Certification.
  - (a) Where operational requirements permit, the Employer will grant leave without pay:
    - (i) to an employee who represents the Alliance in an Application for Certification involving the Employer, or in an Intervention involving the Employer, or
    - (ii) to an employee who makes personal representation in opposition to a Certification involving the Employer.
- (3) Employee called as a Witness:
  - (a) The Employer will grant leave with pay for the employee's scheduled regular hours of work:
    - (i) to an employee called as a witness by the Yukon Public Service Staff Relations Board or by an employee, and
    - (ii) to a regular or seasonal employee called as a witness by the Alliance.

- 11.02 (3) (b) The Employer will grant leave without pay:
- (i) to an on-call employee called as a witness by the Alliance.

11.03 **Arbitration and Conciliation Board Hearings:**

- (1) The Employer will grant leave with pay for the employee's scheduled regular hours of work to an employee representing the Alliance before an Arbitrator, Conciliation Officer, or Conciliation Board.
- (2) The Employer will grant leave with pay for the employee's scheduled regular hours of work to an employee called as a witness by an Arbitrator, Conciliation Officer, or Conciliation Board.
- (3) The Employer will grant leave with pay for the employee's scheduled regular hours of work to a regular or seasonal employee called as a witness by the Alliance.
- (4) The Employer will grant leave without pay to an on-call employee called as a witness by the Alliance.

11.04 **Adjudication:**

- (1) Employee who is a Party:
- The Employer will grant leave with pay for the employee's scheduled regular hours of work to an employee who is a party to the adjudication.
- (2) Employee who acts as a Representative:
- (a) The Employer will grant leave with pay for the employee's scheduled regular hours of work to a regular or seasonal employee who is the representative of an employee who is a party.
- (b) The Employer will grant leave without pay to an on-call employee who is the representative of an employee who is a party.
- (3) Employee called as a Witness:
- (a) The Employer will grant leave with pay for the employee's scheduled regular hours of work to a regular or seasonal employee called as a witness by an employee who is a party.
- (b) The Employer will grant leave without pay to an on-call employee called as a witness by an employee who is a party.

11.05 **Grievance Hearings:**

- (1) Employee presenting a grievance:
- (a) An employee who presents a grievance is entitled to be present at the hearing of the grievance at any step in the grievance process, and where the grievance is heard during working hours, he/she shall be entitled to attend the hearing without loss of pay.
- (b) Where an employee attends the hearing of his/her grievance outside his/her headquarters area, the Employer shall not be liable for any expenses related thereto.

11.05 (2) Employee who acts as Representative:

- (a) Where an employee represents a grievor, at a meeting held with the Employer, the Employer will grant time off with pay for the employee's scheduled regular hours of work to the representative when the meeting takes place during normal working hours.
- (b) Where the meeting occurs outside the representative's headquarters area, any expense incurred by the representative arising out of his/her attendance at the meeting shall not be borne by the Employer.

(3) Grievance Investigations:

Where an employee has asked or is obliged to be represented by the Alliance in relation to presentation of a grievance and an employee acting on behalf of the Alliance wishes to discuss the grievance with that employee:

- (a) The employee will, where operational requirements permit, be given reasonable time off with pay for the employee's scheduled regular hours of work for this purpose when the discussion takes place in his/her headquarters area and reasonable leave without pay when it takes place outside his/her headquarters area, and
- (3) (b) The representative of the employee will, where operational requirements permit, be given reasonable time off with pay for the employee's scheduled regular hours of work for this purpose when the discussion takes place in his/her headquarters area and reasonable leave without pay when it takes place outside his/her headquarters area.

11.06 **Contract Negotiation Meetings:**

- (a) Where operational requirements permit, the Employer will grant leave without pay to a maximum of six (6) employees for the purpose of attending contract negotiation meetings on behalf of the Alliance. The Employer agrees that while employees are attending contract negotiation meetings, the Employer shall continue any fringe benefit contributions and employees shall continue to earn any applicable credits.
- (b) The parties have agreed that two (2) of the six (6) employees attending contract negotiation meetings in (a) above, where practicable, will be from a location outside of the City of Whitehorse.
- (c) Notwithstanding (a) where the employee has been granted leave without pay to attend the initial contract negotiation meeting on behalf of the Alliance, the Employer will grant leave without pay to the employee for all subsequent contract negotiation meetings.

11.07 **Preparatory Contract Negotiation Meetings:**

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

11.08 **Meetings between Employee Organizations and Management:**

Where operational requirements permit, the Employer will grant leave with pay for the employee's scheduled regular hours of work to a reasonable number of employees who are meeting with management on behalf of the Alliance.

11.09 **Employee Organization Executive Council Meetings, Congress, and Conventions:**

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend Executive Council meetings and conventions of the Alliance and the Canadian Labour Congress, meetings of the Board of Directors of the Alliance, the Yukon Employees Union Component convention, the Yukon Federation of Labour convention, and Yukon Employees Union Component Executive meetings of an urgent nature. Such leave shall not be unreasonably withheld.

11.10 **Representatives' Training Courses:**

(a) Where operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a Representative on behalf of the Alliance to undertake training related to the duties of a Representative and/or to travel on Union business within the Yukon.

(b) Where operational requirements permit and where the Alliance has advised the Employer in advance of the employee's name and committee appointed to, the Employer will grant leave without pay to employees who have been appointed to committees by the Union to undertake training related to that committee.

11.10 (c) Where operation requirements permit and where the Alliance has advised the Employer in advance of the employee's name, the Employer will grant leave without pay to employees who conduct collective bargaining information meetings on behalf of the Alliance.

11.11 **Leave of Absence for Elected Union President and Vice-President**

(a) Effective on the date of signing of this Agreement, the Employer agrees to authorize a leave of absence to one regular employee who is elected as Yukon Employees Union Component President subject to the following conditions:

1. The authorized leave will be for the term of appointment designated by the Union to a maximum of three years.
2. Upon the expiry of the first term of office, or if the employee ceases to hold the office during his/her first term, the employee will assume the duties of the position held by the employee prior to the leave of absence, if such position is still required by the Employer. If the position no longer exists, the employee will assume a position in his/her headquarters area at the same level he/she held before his/her leave. If such a position does not exist in his/her headquarters area, the employee will be provided a position in another headquarters area at the same level he/she held before his/her leave.
3. If the employee is re-elected for subsequent terms, he/she shall continue to be on leave. Upon completion of his/her subsequent terms of office, or if he/she ceases to hold office during such subsequent terms, the employee will assume a position in his/her headquarters area at the same level he/she held before his/her leave. If such a position does not exist in his/her headquarters area, the employee will be provided a position in another headquarters area at the same level he/she held before his/her leave.

- 11.11 (a) 4. During the leave of absence the employee shall be paid at the minimum range of pay level 21 in the first year, at the mid range in the second year, and at the maximum of the range in the third and subsequent years. The Employer shall invoice the Union quarterly as follows:
- i) Twenty-five percent (25%) of all costs of salary and benefits (which means gross salary plus all benefits) for costs based on the employee's substantive position; and
  - ii) One hundred percent (100%) of all costs of salary and benefits (which means gross salary plus all benefits) for costs based on the difference between the employee's substantive position and their salary at level 21;
5. During the leave of absence the employee shall earn normal leave credits.
6. Leave applications will be submitted to the Public Service Commission for processing, for administrative reasons only.
7. The Union agrees to provide the Employer with one month's written notice of the commencement and termination of this leave of absence.
- (b) The parties agree that **this** Article is not applicable to auxiliary employees. However, should an auxiliary employee be elected as President of the Union prior to the expiry of the collective agreement, then the parties shall meet to discuss what conditions should be applied to the auxiliary employee.
- (c) **The provisions of clause (a) (4) above shall not apply to the calculation of severance or other termination payouts. For further clarity, the calculation of severance and other termination payouts shall be based, in accordance with the provisions of Article 19, upon the current rate of pay of the employee's substantive position at the time of their termination of employment.**
- (d) **Should the employee elect to buy back any pensionable service, costs shall be shared as follows:**
- i) **the employee shall pay 100% of the employee's contribution for the period of buy back;**
  - ii) **the employer shall pay 100% of the employer's contribution for the period of buy back, based on the employee's substantive position;**
  - ii) **the employee shall pay 100% of the employer's contribution for the difference between their substantive position and their salary at level 21.**
- (e) **Vice President**
- Effective October 27, 2008, the Employer agrees to authorize a union leave of absence without pay to one regular employee who is elected as Yukon Employees Union Component Vice President subject to the following conditions:**

**11.11 (e) The leave to be granted shall be a union leave subject to the provisions of article 11.13. The provisions of Article 11.11(a)(1), (2), (3), (5), (6) and (7) shall also apply.**

**11.12 Change of Scheduled Shift**

- (a) An employee who is required to attend a proceeding pursuant to Article 11.02(1)(a)(i), 11.02(3)(a) or (b), or 11.04(1) or (3), and who has been scheduled to work the graveyard shift immediately before or the evening shift immediately after the day shift on the day of the proceeding, shall have his/her scheduled shift changed to the day shift. In such circumstances, the employee shall then be granted a leave of absence from the day shift on the day of the proceeding.
- (b) Whether the employee will be granted a leave without pay or with pay for the employee's scheduled regular hours of work under paragraph (a) above will depend on what type of leave was granted to the employee pursuant to the applicable Article.
- (c) An employee who attends a proceeding pursuant to paragraph (a) above at which he/she is required to spend less than four (4) hours shall report to work for the remainder of the day shift.
- (d) The parties agree that Article 15.06(3) shall not apply to the employee whose scheduled shift was changed pursuant to paragraph (a) above.
- (e) An employee, whose scheduled shift is to be changed pursuant to paragraph (a) above, shall provide his/her immediate supervisor with as much advance notice as possible of the day(s) he/she will be required to attend at the proceeding, with a minimum advance notice of forty-eight (48) hours.

11.13 Employees who are on union leave (leave of absence without pay) will remain on the employer's payroll. The union will be billed for loss of gross salary

**11.14 Leave to Serve as PSAC National Vice-President**

With reasonable notice from the employee in writing that he/she has been elected to the Public Service Alliance of Canada National Regional Executive Vice-President position, the employer will grant leave without pay to the employee for the term of the appointment.

**11.15 Special Projects/Temporary Appointments**

Where operational requirements permit, and upon reasonable advance notice in writing from the President YEU, the Employer will grant leave without pay to an employee working for the union on a special project of fixed duration, or to an employee working for the union on a temporary appointment.

**ARTICLE 12**

**CHECK OFF**

12.01 (a) Effective on the first day of the month following the signing of this Agreement, the Employer shall, as a condition of employment, deduct an amount, equal to the amount of the membership dues, from the bi-weekly pay of all present employees and all persons appointed to the Public Service, who become part of the Bargaining Unit.

- 12.01 (b) An employee who satisfies the Employer to the extent that he/she declares in an Affidavit that he/she is a member of a religious organization, "registered pursuant to the Income Tax Act", whose doctrine prevents him/her as a matter of conscience from making financial contributions to an employee organization and that he/she will make contributions to a charitable organization equal to dues, shall not be subject to this Article, provided that the Affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved.
- 12.02 The Alliance shall inform the Employer in writing of the authorized bi-weekly deduction to be checked off for each employee defined in Clause 12.01.
- 12.03 For the purpose of applying Clause 12.01, deductions from pay for each employee in respect of each pay period will start with the first full pay period of employment or membership to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any pay period to permit deductions, the Employer shall not be obligated to make such deductions from subsequent salary.
- 12.04 From the date of signing and for the duration of this Agreement, no employee organization, as defined in Section 1(1) of the Yukon Public Service **Labour** Relations Act, other than the Alliance, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the Bargaining Unit.
- 12.05 The amounts deducted in accordance with Clause 12.01 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.
- 12.06 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of production of appropriate documentation.
- 12.07 The Alliance 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.

### ARTICLE 13

#### INFORMATION

- 13.01 (a) **The Employer agrees to supply the Alliance with a monthly report specifying the name of each employee engaged and each employee terminated, with department and community specified.**
- (b) The Employer agrees to supply the Alliance with a quarterly report specifying the position, location, department, title, and classification, including position point rating, applicable to each employee on staff.
- (c) The Employer agrees to inform each employee appointed from outside the Public Service to a position in the Bargaining Unit, that the employee is entitled to become, or not to become, a member of the Alliance, as the employee may determine, but that pursuant to this Agreement, the Employer will deduct from the employee's pay the amount specified in Article 12.01; and

- 13.01 (d) At the time of hire, the Employer will undertake to inform all persons newly appointed to positions in the Bargaining Unit of the name of the Alliance Representative at their place of work.
- 13.02 (a) The Employer agrees to provide for the printing and distribution of the copies of the Collective Agreement to employees in the bargaining unit. **Employees may return unwanted hard copies of the collective agreement to the Staff Relations Branch, Public Service Commission (PSC). A copy of the collective agreement shall also be placed on the PSC website in searchable PDF format.**
- (b) Where a Collective Agreement has been renewed or amended, prior to printing the renewed or amended Collective Agreement, the Employer will send a draft copy to the Alliance and one copy to the Yukon Employees Union Component President for their approval.
- 13.03 (a) The parties to the Collective Agreement recognize the value of an orientation programme for new employees which includes training on workplace health and safety, and that the Employer will make reasonable efforts to provide such a programme.
- 13.03 (b) Where an orientation programme is provided, the Employer agrees to distribute to the new employees a copy of any written package prepared by the Alliance which is for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Union. It will be the responsibility of the Alliance to ensure that the Employer is provided with sufficient copies of its written package to distribute to each new employee receiving the orientation programme.
- (c) (i) During their first year of employment, regular and seasonal employees shall be provided, subject to operational requirements, an opportunity to meet with a representative of the Alliance pursuant to sub-paragraph (ii) below. A new regular or seasonal employee who attends such a meeting shall be granted a leave without loss of regular pay.
- (ii) A representative of the Alliance will be offered the opportunity to meet with new regular and seasonal employees once per calendar quarter to make a presentation of up to forty-five (45) minutes acquainting the employees with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Union. Such a meeting shall be held at the community in which the employee is working at a location mutually arranged by the Alliance and the Public Service Commission.
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