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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 paycheck 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 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 a quarterly basis 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 Upon request and approval of the C.A.O., 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
Chief Administrative Officer
- 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.
- 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 1 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.

Arbitration

- 16.19 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.

Holiday Falling on a Day of Rest

- 18.02 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 if approved by the C.A.O., 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.

Article 19 **Leave – General**

- 19.01 When an employee is in receipt of an allowance and is granted leave with pay, he/she is entitled during his/her period of leave to receive the allowance.
- 19.02 During the month of October 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.
- 19.03 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.

- 19.04 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.
- 19.06 All leave shall be allocated in hours.

Article 20
Vacation Leave

Vacation Leave

- 20.01 (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 2/3 days (20 working days)
In the fourth and subsequent	2 1/12 days (25 working days)
In the fifteenth and subsequent	2 1/2 days (30 working days)
In the twenty-sixth and subsequent	2 11/12 days (35 working days)

Long Service Vacation Leave Benefits

- 20.03 (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 five (5) but less than ten (10) years of continuous service;
 - (ii) Completion of ten (10) but less than fifteen (15) years of continuous service;
 - (iii) Completion of fifteen (15) but less than twenty (20) years of continuous service;

- (iv) Completion of twenty (20) but less than twenty-five (25) years of continuous service;
- (v) Completion of twenty-five (25) but less than thirty (30) years of continuous service; or
- (vi) Completion of thirty (30) but less than thirty-five (35) 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. In the case of 20.04 b) above, the Employer may request medical evidence of a bona fide non-occupational sickness.

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 December 31st. If due to operational requirements an employee has been refused vacation leave requests that result in a carryover in excess of one (1) year entitlement at their option they may carry over such vacation leave entitlements for a maximum of six (6) months.

- 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.
- 20.09 An employee may, once in each calendar year, apply in writing to have an unused portion of his/her annual vacation leave paid out at his regular pay rate. Such annual vacation leave to be restricted to the carried over vacation leave as covered by Clause 20.05.

Article 21 **Sick Leave**

- 21.01 (a) Upon completion of thirty (30) calendar days of continuous service, all permanent employees shall be granted sick leave in accordance with the following conditions:
 - (i) An employee who is sick shall notify his/her Department Head as soon as possible.
 - (ii) 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.
 - (iii) Notwithstanding (ii) above, should it become apparent at any time that a pattern of absence is developing, the C.A.O. may request that an employee undergo an independent medical examination or that further medical evidence acceptable to the C.A.O. 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.
 - (iv) Sick leave shall be accumulated by an employee at the rate of pay of 1½ days per month to a maximum of one hundred and eight (108) days.
 - (v) Accumulated sick leave may be used by an employee who is receiving the Group Insurance Plan's Weekly Indemnity in such manner as to make up the difference between the Weekly Indemnity and the employee's regular wages.

- (b) Seasonal employees will be entitled to a maximum of twelve (12) days of unpaid sick leave, accumulated at the rate of one (1) day per month worked. A seasonal employee may be asked to provide acceptable medical certification when sick leave is taken.
- (c) Casual employees shall not normally be entitled to sick leave, however circumstances may warrant unpaid time off for illness being agreed to by the C.A.O. and Department Head.
- (d) Upon completion of every six year period of continuous employment, 33 1/3 % of the employee's unused days of accumulated sick leave shall be paid to the employee (at the employee's rate of pay existing at that time), in the form of an investment in the Town's Retirement Program in existence at that time.
- (e) Where an employee does not participate in the Town's retirement program, this benefit shall be paid to the employee as cash, less appropriate tax deductions as determined by Revenue Canada.
- (f) Whenever the payment outlined in Section (d) takes place, the employee's accumulated sick leave shall be reduced by 33 1/3 %. Once reduced by 33 1/3 %, sick leave should continue to accumulate at the rate of 1 1/2 days per month to a maximum of one hundred and eight (108) days.

Article 22 **Special Leave**

- 22.01 (1) A regular employee, shall be credited with six (6) days special leave credits upon completion of his/her first year of service and upon completion of each continuous year of service thereafter up to a maximum of thirty (30) days.
- (2) Notwithstanding the above, a multiple of less than six (6) days may be credited to a regular employee where such lesser multiple will be necessary to either bring to the maximum or maintain the maximum credit of thirty (30) days.
- 22.02 Special Leave shall be granted up to the maximum credit of thirty (30) days and used for the following purposes:
- (1) Upon bereavement (and within 13 months of the death), or imminent bereavement, of an immediate family member (defined in Article 22.02 (1) (a) below), and within a period of twenty-four (24) months from the date of the death, for the purpose of attending a potlatch related to the death.
 - (a) Immediate family is defined as a mother, father, sister, brother (or alternately stepfather, stepmother, or foster parent), spouse, son, daughter, stepchild or ward of the regular employee, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandparent and grandchild, step parent, step children and any relative

permanently residing in the regular employee's household or with whom the regular employee permanently resides.

- (2) When an employee is required to care for his/her sick dependant(s) or a sick person permanently residing in his/her place of residence, or a sick mother or father or spouse.
 - (3) After the completion of one year's continuous employment with the Town of Watson Lake, and with at least five (5) days notice to the employer, on the occasion of the employee's marriage.
 - (4) For medical, dental optometrist, chiropractor or counselling services, when it is not possible for the employee to arrange such appointments outside his/her normal hours of work.
 - (5) When an employee is required to travel outside of his/her headquarters area for a medical, dental, optometrist or chiropractor appointments, and when it is not possible for the employee to seek treatment or an appointment in his/her headquarters area or the employee has been referred by a duly qualified medical practitioner (including Community Nurse Practitioner), to a medical facility outside of his/her headquarters area.
 - (6) Leave on the birth of the employee's child where the employee is not accessing maternity or paternity leave at the same time.
 - (7) Leave, to be taken within thirty (30) days of the adoption, on the adoption of a child by the employee where the employee is not taking adoption leave at the same time.
 - (8) When an employee's dependant(s) require assistance to travel to Whitehorse or a facility outside the Yukon to seek emergency medical or dental treatment or to visit a non-resident medical specialist, and if it is not possible for the employee's dependant(s) to seek treatment or an appointment in the employee's headquarters area.
 - (9) Subject to operational requirements, for the purpose of attending interviews regarding a dependant's education.
 - (10) Other times when the employee is prevented from reporting for duty because of circumstances not directly attributable to the employee.
- 22.03 The regular employee shall provide necessary proof of the need for or the utilization of leave under this Article, excluding leave pursuant to Article 22.02 (1), (2),(3),(9), and (10), at the request of the Employer.
- 22.04 A regular employee is not eligible for Special Leave with pay for any period during which he/she is on leave of absence without pay or under suspension.
- 22.05 When a regular employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of five (5) days may, at the discretion of the Employer, be granted, subject to the deduction of such advance leave from any Special Leave credits subsequently earned.

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/her 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.

Leave Without Pay for Personal Needs

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

Pregnancy, Adoption and Parental Leave

- 23.04 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.
- 23.05 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.
- 23.06 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.
- 23.07 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.
- 23.08 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.
- 23.09 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.
- 23.10 Leave granted under this article shall be counted for the calculation of continuous employment for the purpose of calculating severance pay.
- 23.11 Where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance benefits she/he shall receive ninety-three percent (93%) of her/his weekly rate of pay during the two (2) week waiting period. An employee may be asked to provide proof that she/he has applied for and is entitled to receive Employment Insurance benefits. The provisions of this clause apply to maternity, adoption and parental leave.
- 23.12 An employee shall receive ninety-three percent (93%) of her weekly rate of pay for up to a maximum of fifteen (15) weeks, payment equivalent to the difference between the Employment Insurance Benefits that the employee received at the actual time of Maternity Leave and her weekly rate of pay. In addition an

employee shall receive ninety-three percent (93%) of her/his weekly rate of pay for up to a maximum of fifteen (15) weeks, payment equivalent to the difference between the Employment Insurance Benefits that the employee received at the actual time of Parental Leave and her/his weekly rate of pay.

Emergency Leave

- 23.13 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

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

Leave of Absence

- 23.15 With the approval of the C.A.O. a Leave of Absence may be granted without pay 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.
- 23.16 The Town will not be responsible for payment of the employees' Group Insurance Program Premiums while they are on Leave of Absence and benefits will not accrue, time-off will not be considered for the calculation of continuous service and continuous employment.

Compassionate Care Leave

23.17 Leave Without Pay for the Compassionate Care of Family Member

- a) Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.
- b) For the purpose of this Article, family is defined as father, mother (or alternatively stepfather, stepmother or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), parents of the spouse, child (including child of common-law spouse), stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- c) Subject to paragraph (b), an employee shall be granted leave without pay for the compassionate care of family in accordance with the following conditions:
- i) An employee shall notify the Employer in writing the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;

- ii) An employee shall provide the Employer a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within twenty-six (26) weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.
- d) Leave granted under this Article shall be for a minimum period of one (1) week and a maximum of six (6) weeks.
- e) If, during a period of sick leave, vacation leave or compensatory leave, an employee is advised of circumstances under which he or she would have been eligible for compassionate care leave without pay under paragraphs b) and c), the employee shall be granted compassionate care without pay and his or her paid leave credits shall be restored to the extent of any concurrent compassionate care leave without pay granted.
- f) The aggregate amount of leave that may be taken by two (2) or more employees under this section in respect of the care or support of the same family member shall not exceed eight (8) weeks in the period referred to above.

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 Town.
- (2) An interested employee must make written application no later than May 1 each year. Such written application is to be directed to the C.A.O.
- (3) The C.A.O. 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 "C" 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 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 Town.

- (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 employee's 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/her request has been approved or denied.

Article 26 **Injury on Duty Leave**

- 26.01 (1) A permanent employee shall be granted Injury-On-Duty Leave with pay for a maximum of four (4) weeks when the Yukon Workers' Compensation Health and Safety Board (YWCH&SB) has determined that they are unable to perform their duties because of any injury accidentally received at work or illness resulting from the nature of their job.
- (a) Where paid Injury-On-Duty Leave is granted, the employee shall assign or pay the Employer all payment or compensation for loss of wages received from the YWCH&SB covering that period.
 - (b) At the end of the paid Injury-On-Duty Leave period, the employee will be granted unpaid Injury-On-Duty leave for such time as they are in receipt of YWCH&SB compensation benefits.
- (2) All leave and benefits will remain as accrued while a permanent employee is absent on Injury-On-Duty leave, however while on unpaid Injury-On-Duty leave the employee will not accrue sick, special or vacation leave. Time spent on Injury-On-Duty leave will be deducted from accrual for travel allowance and length of employment calculations. The employee may request payout of accrued benefits such as vacation pay or banked time while they are on leave.
- (a) Within limitations set by the plan provider, the Employer will be responsible for payment of the employees' Group Insurance Program premiums while they are on unpaid Injury-On-Duty Leave.
- (3) When an employee has been granted sick leave with pay and YWCH&SB compensation is subsequently approved for the same injury or illness, the employee shall assign or pay to the Employer all payment or compensation received from the YWCH&SB covering that period and the sick leave shall be credited back to the employee.

- (4) Casual or other employees not eligible for paid Injury-On-Duty Leave may be granted unpaid leave for such reasonable period as may be determined by the C.A.O. and their Department Head. If the employee remains unable to return to work at the end of that period they may be laid off "due to illness or injury" or "due to shortage of work" as appropriate.

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 Chief Administrative Officer or a Department Head.

- (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 below.

- (b) Overtime work shall be compensated as follows:
 - (i) at time and one-half (1 ½) for the first four (4) hours and double (2x) thereafter;
 - (ii) double time (2) for all hours worked on a day of rest or designated paid holiday;
 - (iii) in lieu of (i) and (ii) the Employer shall grant, at the employee's request, equivalent leave with pay at the appropriate overtime rate.
 - (iv) Work performed by an employee in excess of his/her standard hours of work shall be compensated for, at the employee's option, in overtime pay at the rate of pay or in "Banked time" at the appropriate rate of pay.

- (c) The maximum amount of Banked time that can be accumulated at any one time is ten (10) days, Stand-by time cannot be banked.
- (d) When overtime compensation is paid, the pay statement shall indicate the pay period, rate of overtime and the number of overtime hours.
- (e) Lieu-time earned under Clause 27.03 not used by December 31st of the same year earned may be carried over to the next fiscal year. Lieu time may be cashed out at the request of an employee at the employee's regular hourly rate.

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 Friday.
- 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. The employee shall receive:
 - (a) the minimum rate of pay for the new class where his/her present salary is less than the minimum salary established for the new class, or
 - (b) one pay increment where his/her salary is the same as or more than the minimum but less than the maximum salary for the new class.
- 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.

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, standby 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.

28.11 When an employee is appointed to a new position he/she shall be paid:

(a) if the appointment constitutes a promotion, an increase in salary within the pay range of the position to which he/she is appointed;

(b) if the appointment constitutes a transfer, he/she shall receive a rate of pay within the range of the position to which he/she is transferred, which is nearest to, but not less than his/her former rate of pay;

(c) If the appointment constitutes a demotion, he shall receive a rate of pay within the range of the position to which he/she is demoted, which is nearest to but not greater than his/she former rate of pay;

(d) if the appointment is an initial appointment to a position with the Employer, the new employee shall be paid at a rate of pay within the range of the position, which is commensurate with the employee's qualifications and experience.

Pay Recovery

28.12 Where an employee through no fault of his 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.

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

28.14 Any employee who has ceased to be an employee due to death, retirement or voluntary leaving the Town during a period included by a retroactive pay adjustment shall be entitled to any salary benefit accruing.

28.15 In the event of an employee's death, all salary and benefits owing to or at the date of death are to be paid to the beneficiary named by the employee; or in the case that no beneficiary has been named, to the Estate.

Part Time Employees

- 28.16 The salary payable to permanent part time employees shall be determined on the basis of the range applicable to the class and the percentage of the standard hours of work applicable to the class that has been established for the part time position.
- 28.17 Permanent part time employees who are regularly scheduled to work at least 50 percent of the standard hours of work applicable to the class shall accrue all benefits proportional to the percentage of hours worked at the position.
- 28.18 Permanent part time employees who are occasionally required to work more hours than are established as standard hours of work for the part time position shall be paid at the regular rate of pay for the applicable class, for all hours worked up to the standard hours of work prescribed for the applicable class.
- 28.19 A permanent part time employee who is regularly scheduled to work less than 50% of the standard hours of work applicable to the class shall receive four percent of his gross earnings as vacation pay.
- 28.20 A seasonal or casual employee shall receive four percent of his/her gross earnings as vacation pay.

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 **Stand-by Pay**

- 30.01 (1) A period of Stand-By shall be from 3:30 pm one Wednesday to 3:30 pm of the following Wednesday.
- (2) For Stand-By duty on a regular working day an employee shall receive two (2) hours at the employee's overtime rate of pay including one routine system check.
- (3) For Stand-By duty on a normal day of rest for the employee including Saturday, Sunday or a paid holiday as set out in Clause 18.01 an employee

shall receive two (2) hours at the employee's overtime rate of pay including one routine system check.

- (4) When an employee on Stand-By duty leaves his/she place of residence on a normal day of rest to perform extra routine system checks he/she shall be paid two (2) hours at the overtime rate of pay. Anything over two (2) hours to perform routine system checks shall be paid at the employee's overtime rate of pay.

30.02 The C.A.O. may specify to the Department Head the employees that are required to be on stand-by duty during off duty hours. Every reasonable effort shall be made to assign stand-by on a rotational basis with an equitable distribution.

Article 31 **Pay for Travel on Behalf of Employer**

31.01 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 straight time rate for all hours travelled subject to a minimum of two (2) hours pay at the straight time rate.
- (c) At no time will an employee be paid for hours in excess of his/her normal daily hours of work under Clause (a) or (b).

31.02 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.

31.03 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.

31.04 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/her straight time rate of pay for the day.