

**ARTICLE 25****SICK LEAVE**

(Note: Refer to Article 53.06 for other provisions applicable to seasonal employees.)

**25.01 Sick Leave Credits**

- (1) A regular employee other than an employee on retiring leave pursuant to Article 25.04(1) shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which he/she received at least ten (10) days pay.
- (2) Notwithstanding the above, a regular Airport Firefighter **or Airport Fire Captain** shall earn sick leave credits at the rate of one (1) shift for each calendar month in which he/she has received pay for at least seven (7) shifts. For the purpose of leave accruals, a shift is deemed to be 12 hours.
- (3) All unused sick leave credits shall be carried over from one year to the next and shall not exceed 180 days.

**25.02 Granting of Sick Leave**

- (1) Subject to the provisions of this Article, a regular employee who is unable to perform his/her duties because of illness, injury, quarantine or voluntary medical surgical procedures may be granted sick leave with pay up to the maximum of accumulated, unused sick leave credits, and with the approval of their Director, an advance of sick leave up to fifteen (15) days.
- (2) In determining the eligibility of a regular employee for an advance of sick leave, their Director shall take into account the length of service of the employee, the employment record of the employee, and the capacity of the Employer to secure reimbursement if the advance is not liquidated by future sick leave credits.
- (3) An advance of sick leave credits shall be repaid by deduction from future sick leave credits, or where the regular employee's service is terminated before the advance is repaid, by a deduction from compensation otherwise owed to the employee.

- 25.02 (4) A regular employee shall be granted sick leave provided that:
- (a) he/she satisfies the Employer as to his/her entitlement in the manner prescribed below; and
  - (b) where the leave is paid leave, he/she has the necessary sick leave credits, or an advance of sick leave credits has been approved by their Director.
- (5) Pursuant to (4) above, a Director, on behalf of the Employer may require a regular employee to provide evidence as to the nature of his/her illness or injury, or that he/she is or has been in quarantine:
- (a) by presentation of a medical certificate indicating that, in the judgement of the attending physician, the employee was or is incapable of performing his/her duties; or
  - (b) by the completion of an Affidavit signed by the employee stating that because of illness, injury or voluntary medical surgical procedure, he/she is unable to perform his/her duties. The Employer has the right to request a medical certificate where the Employer has reasonable cause to believe the employee is abusing the trust inherent in this Affidavit system, provided the request is made prior to the employee's return to work;
- but such evidence of incapacity may be required only after the employee has been granted five (5) days paid sick leave in the twelve (12) month period prior to the leave being applied for.
- (6) A regular employee will ordinarily be deemed to have satisfied the requirements of (5)(a) or (b) if he/she provides either of the documents described above. However, in circumstances where a Director is not satisfied that the regular employee is, or was incapable of performing his/her duties, the Director may, at the Employer's expense, require the employee to attend a physician of the Employer's choice for a medical examination and the Director shall be bound by the advice of this physician as to the ability or inability of the employee to perform his/her duties.
- (7) The Employer may require an employee to provide a medical certificate from a qualified practitioner of the employee's choice certifying that the employee is able to resume his/her job, when the reason for the absence was an injury or a contagious disease, or where the absence has been in excess of one (1) month.
- 25.03 A regular employee is not eligible for sick leave with pay for any period during which the employee is on retiring leave pursuant to Article 25.04(1), on leave of absence without pay, or under suspension.
- 25.04 (1) (a) A regular employee who retires from the Public Service and who is entitled to an immediate annuity or is entitled to an immediate annual allowance, under the Public Service Superannuation Act, may convert up to a maximum of thirty-three and one-third percent (33 1/3%) of his/her total earned but unused sick leave credits, to a maximum of sixty (60) days, to a paid pre-retirement leave.
- (b) Such pre-retirement leave shall be taken during the period immediately prior to the regular employee's effective date of retirement.
  - (c) At the request of the regular employee, the provisions of (2) below shall apply to a retiring employee, in lieu of pre-retirement leave.

- 25.04 (1) (d) Employees on pre-retirement leave shall not continue to accrue leave.
- (2) A regular employee who has been continuously employed for a period in excess of five (5) years, whose employment is terminated for any reason except a disciplinary discharge, may convert up to a maximum of thirty-three and one-third percent (33 1/3%) of his/her total earned but unused sick leave credits to a maximum of sixty (60) days, to a cash payout based on the employee's daily rate of pay at termination.
- (3) For purposes of Article 25.04, "earned sick leave" shall be interpreted as including only sick leave earned while the regular employee is employed in the Government of Yukon.
- (4) A regular employee who terminates his/her employment more than once shall be limited, in his/her entitlement under this Article, to a maximum of sixty (60) days in total.

25.05 **Transfer of Sick Leave Benefits from Previous Employment**

- (1) Where a person is appointed to a regular or seasonal auxiliary position in the Public Service of Yukon on or after February 26, 1981, and where:
- (a) the person appointed to a regular or seasonal auxiliary position in the Yukon Public Service is employed at the time of appointment, or who ceased to be employed within a ninety (90) consecutive day period prior to appointment, by an Employer who has entered into a reciprocal agreement with the Federal Superannuation Branch for Superannuation benefit transferability;
- (b) or when the person appointed to a regular or seasonal auxiliary position in the Yukon Public Service has been previously employed in the Yukon Public Service and who, at the time of appointment, is not employed in a position in the Yukon Public Service;
- the following subsections (2), (3), (4) and (5) shall apply:
- (2) (a) The Employer shall accept the transfer of sick leave credits on appointment from outside the Public Service of Yukon, provided that a certified statement is provided by the appointee's Employer indicating that a similar benefit accrued and remained unused and unpaid at the time of separation.
- (b) The maximum of sick leave credits which may be transferred is sixty-five (65) days.
- (3) Persons re-appointed to a regular or seasonal auxiliary position in the Public Service of Yukon within five (5) years of separation shall be re-credited with unexpended sick leave entitlement to a maximum of sixty-five (65) days, accrued, unused and unpaid at the time of separation.
- (4) An appointee may transfer accrued sick leave earned with the Yukon Government in combination with credits earned and accrued with an "approved" Employer, provided that:
- (a) the time restriction in Articles 25.05(1)(a) and (3) are adhered to;
- (b) the aggregate total does not exceed sixty-five (65) days; and

- 25.04 (4) (c) such transfer is made only once in relation to a particular period of employment.
- (5) In relation to the object of providing appointees who have transferable benefits with a maximum protection of sixty-five (65) days sick leave from the date of appointment, the transferred and accrued leave shall be administered as follows:
- (a) transferred leave shall be depleted by one day for each day of sick leave earned in Yukon Government employment;
  - (b) transferred leave shall be used only when accrued leave is not available;
  - (c) transferred leave once used shall not be re-credited;
  - (d) no advanced sick leave shall be granted until all accrued and transferred sick leave is used; and
  - (e) transferred sick leave shall not be defined as a leave entitlement for purposes of calculating retirement benefits pursuant to Article 25.04.

## **ARTICLE 26**

### **LEAVE - OTHER**

#### **26.01 Court Leave**

- (1) Leave of absence with pay shall be given to every regular employee, other than an employee on suspension, on retiring leave pursuant to Article 25.04(1) or on a leave of absence without pay, who is required other than in the performance of the duties of the employee's position:
- (a) to serve on a jury; or
  - (b) by subpoena or summons to attend as a witness in any proceeding 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 of the Senate or House of Commons, otherwise than in the performance of the duties of his/her position;
    - (iv) before a Legislature or any Committee thereof that is authorized by law to compel the attendance of witnesses before it; or
    - (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;
- provided that, should such duty in a jury or as a witness so permit, the employee shall return immediately to work when he/she can do so in time to complete at least one-half (½) day's work.
- (2) Leave of absence with pay shall be given to a seasonal employee, other than an employee on suspension, on retiring leave pursuant to Article 25.04(1) or on a leave of absence without pay, who is required during the period of his/her seasonal work assignment, other than in the performance of the duties of his/her position:

- 26.01 (2) (a) up to a maximum of five (5) days per season non-cumulative - to serve on a jury; or
- (b) up to a maximum of two (2) days per season non-cumulative - by subpoena or summons to attend as a witness in any proceeding 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 of the Senate or House of Commons, otherwise than in the performance of the duties of his/her position;
  - (iv) before a Legislature or any Committee thereof that is authorized by law to compel the attendance of witnesses before it; or
  - (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;

provided that, should such duty in a jury or as a witness so permit, the employee shall return immediately to work when he/she can do so in time to complete at least one-half ( $\frac{1}{2}$ ) day's work.

- (3) Where an employee is subpoenaed to attend as a witness in any proceeding held before a Court during off-duty hours, as a result of the performance of his/her duties or to testify before an Administrative Inquiry Board, pursuant to the Corrections Act, during his/her off-duty hours, he/she shall be entitled to the greater of:
- (a) (i) for regular employees, compensation at the rate of time and one-half ( $1\frac{1}{2}T$ ) for all hours worked;
  - (ii) for auxiliary employees, compensation for all hours worked at the straight-time rate, or if overtime is applicable pursuant to the terms of this Agreement, at the rate of time and one-half ( $1\frac{1}{2}T$ ); or
  - (iii) for all employees, compensation equivalent to four (4) hours pay at the straight-time rate.

An employee who is required to attend a proceeding pursuant to Article 26.01(1), (2) 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.

- 26.01 (3) (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.
- (f) An employee who is required to attend a proceeding pursuant to Article 26.01(3), and whose scheduled shift was changed pursuant to paragraph (a) above, shall be entitled to receive compensation at the applicable overtime rate only for those hours he/she is required to attend at the proceeding which are in excess of his/her regular scheduled hours of work on the day shift on the day of the proceeding.

26.02 **Injury on Duty Leave**

- (1) A regular or seasonal employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by the Workers' Compensation Board that he/she is unable to perform his/her duties because of:
- (a) personal injury accidentally received in the performance of his/her duties and not caused by the employee's wilful misconduct;
- (b) sickness resulting from the nature of his/her employment;
- (c) overexposure to radioactivity or other hazardous conditions in the course of his/her employment; or
- (d) a personal injury, where an off-duty employee is a victim of an assault or an act of violence and such assault or act of violence arises as a result of the employee performing his/her normal responsibilities and not caused by his/her own misconduct;

if the employee agrees to pay the Employer any amount received by him/her for loss of wages in settlement of any claim he/she may have in respect of such injury, illness or exposure.

- (2) When a regular or seasonal employee has been granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of record of sick leave credits, that the employee was not granted sick leave.
- (3) (a) When a regular employee has been granted injury-on-duty leave with pay, in accordance with Clause 26.02(1), the employee shall earn sick, special, vacation, travel bonus, and any other credits in accordance with this Agreement.

- 26.02 (3) (b) When a seasonal employee has been granted injury-on-duty leave with pay, in accordance with Clause 26.02(1), the employee shall earn sick, special, travel bonus and any other credits in accordance with this Agreement.
- (4) A regular or seasonal employee who has been in receipt of injury-on-duty leave may request a letter from the Workers' Compensation Board to verify his/her claim, if required for taxation purposes.

26.03 **Maternity Leave**

- (1) Every employee who becomes pregnant shall notify the Employer of her pregnancy at least fifteen (15) weeks prior to the expected date of termination of her pregnancy and, subject to sub-section (3), shall be granted leave of absence without pay for a total period not to exceed thirty-seven (37) weeks consisting of two periods as follows:
- (a) a maximum of eleven (11) weeks prior to the expected termination date of her pregnancy; and
- a maximum of twenty-six (26) weeks following the termination date of her pregnancy.
- (b) Notwithstanding sub-paragraph (1)(a) above, a regular employee may elect to use earned vacation and/or compensatory leave credits prior to and subsequent to use of unpaid maternity leave but total maternity leave shall not exceed 11 weeks prior to and 26 weeks after the termination of pregnancy.
- (c) A regular or seasonal employee who has not commenced maternity leave without pay may elect to use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave Article. For purposes of this Clause, illness or injury as defined in Article 25 shall include medical disability related to pregnancy.
- (d) Where the employee's newborn child is born prematurely, or is born with or contracts a condition that requires his/her hospitalization within the period of leave provided for under this clause, the period of maternity leave without pay therein defined may be extended beyond the original period of leave by an additional period equal to the period during which the child is hospitalized. This extension shall end no later than one hundred and four (104) weeks after the birth of the child.
- (2) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.

- 26.03 (3) Where the employee commences maternity leave at a date later than eleven (11) weeks prior to the expected date of termination of her pregnancy, the Employer may request submission of a certificate from a qualified medical practitioner stating the health of the employee. Similarly, the Employer may, upon submission of a certificate from a qualified medical practitioner stating the health of the employee, permit the leave to commence at a date earlier than eleven (11) weeks prior to the expected date of termination of her pregnancy and/or provide to the employee an extension to the maternity leave entitlement beyond the maximum thirty-seven (37) week period.
- (4) (a) An employee who has proceeded on maternity leave must notify the Employer in writing within the two (2) month period following the termination of her pregnancy of the date upon which she intends to report to work.
- (b) Before returning to work, the employee must give the Employer at least one week's notice of her intended date of return.
- (c) The length of time during which an auxiliary employee is on maternity leave without pay shall not be relied upon by the Employer in calculating the twelve (12) month period of inactivity under Article 54.01(5).
- (5) (a) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for regular employees. Time spent on such leave shall be counted for pay increment purposes for regular employees.
- (b) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation pay entitlement for auxiliary employees. Time spent on such leave shall be counted for auxiliary employees for pay increment purposes only with regard to the calculation of the 24 month period in Articles 53.01(c)(1)(ii) and (c)(2)(ii).
- (c) An auxiliary employee shall be credited, for severance pay purposes only, during the length of the leave with the following number of regular working hours:
- (i) for seasonal employees - the number of regular working hours that the employee would have worked, if not on leave, during the employee's specific period of seasonal employment (pursuant to Article 54.07(1)(b));
- (ii) for on-call employees - the number of regular working hours based on the average number of regular hours worked per week by the employee in the twelve (12) month period immediately preceding the week in which the employee began the leave times (x) the number of weeks the employee is on leave.
- (6) The following provisions shall apply only to regular employees and seasonal employees:
- (a) After completion of one (1) year continuous employment, an employee who:
- (i) agrees to return to work for a period of at least six (6) months after the expiry of her maternity leave, and

- 26.03 (6) (a) (ii) provides the Employer with proof that she has applied for, is entitled to and in receipt of unemployment insurance benefits pursuant to the Employment Insurance Act,
- shall be paid a maternity leave allowance in accordance with the Supplementary Employment Insurance Benefit Plan.
- (b) An employee under paragraph (a) above shall sign an agreement with the Employer, providing that:
- (i) she will return to work after the expiry of her maternity leave, unless this date is modified with the Employer's consent; and
- (ii) she will work for a period of at least six (6) months after her return to work; and
- (iii) should the employee fail to return to work as per the provisions of sub-paragraphs (i) and (ii) above for reasons other than death, lay-off or disability, the employee agrees that she is indebted to the Employer for the full amount received as maternity leave allowance.
- (c) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Employment Insurance Benefit Plan will consist of the following:
- (i) where the employee is subject to a waiting period of two (2) weeks before receiving employment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two week waiting period, less any other monies earned during this period; and
- for up to a maximum of fifteen (15) weeks, payments equivalent to the difference between the Employment Insurance benefits that the employee received at the actual time of the maternity leave and ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during this period.
- (d) The weekly rate of pay referred to in paragraph (c) above shall be:
- (i) for a full-time employee, the weekly rate of pay for the classification prescribed in her certificate of appointment to her position to which she is entitled on the day immediately preceding the commencement of her maternity leave;
- (ii) for a part-time employee, the weekly rate of pay for the classification prescribed in her certificate of appointment to her position to which she is entitled on the day immediately preceding the commencement of her maternity leave, multiplied by the fraction obtained by dividing the part-time employee's assigned regular weekly hours of work averaged over the preceding six (6) month period of continuous employment by the regularly scheduled full-time weekly hours of work for the employee's classification;

- 26.03 (6) (d) (iii) Where an employee becomes eligible for a pay increase or an economic adjustment during the SEIB Plan period set out in paragraph (c) above, the employee's weekly rate of pay in subparagraphs (i) and (ii) above shall be adjusted accordingly.
- (e) A regular employee who is on lay-off status shall not be entitled to receive any allowance payment under the SEIB Plan pursuant to paragraph (c) above.
- (f) A seasonal employee who has been temporarily released pursuant to Article 54.02 or who is on off-duty status under Article 54.03 shall not be entitled to receive any allowance payment under the SEIB Plan pursuant to paragraph (c) above. Furthermore any allowance payments which are being made to a seasonal employee pursuant to paragraph (c) above shall cease effective the last working day of the specific period of employment set out in Article 54.07(1)(b).
- (g) For the purpose of payments received under the Supplemental Employment Insurance Benefit Plan, the Plan shall provide that:
- (i) the employees have no vested right to payment under the plan except to payments during a period of unemployment specified in the plan; and
- (ii) payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
- (7) (a) An on-call employee who has been an employee continuously for one (1) year prior to the termination of her pregnancy, and who is granted maternity leave, shall be entitled to:
- (i) a cash payment equivalent to the allowance the on-call employee will receive in maternity benefits for two (2) weeks from the Employment Insurance Commission; or
- (ii) in the case of an on-call employee not entitled to the Employment Insurance benefit referred to in (i) above, an equivalent cash payment.
- (b) Where any on-call employee is paid the cash payment provided under Article 26.03(7)(a) above, and the employee terminates her employment without returning from maternity leave, or terminates her employment within six (6) months of her return from maternity leave, she shall not be entitled to the cash payment, and if it has been paid, it shall be recoverable by the Employer.
- (8) (a) A regular employee or seasonal employee who has been an employee continuously for one (1) year prior to the termination of her pregnancy, and who is granted maternity leave, may, prior to receiving any payment from the Employer of the maternity leave allowance under Article 26.03(6), elect to receive the cash payment as follows:

- 26.03 (8) (a) (i) a cash payment equivalent to the allowance the employee will receive in maternity benefits for two (2) weeks from the Employment Insurance Commission; or
- (ii) in the case of an employee not entitled to the Employment Insurance benefit referred to in (i) above, an equivalent cash payment.
- (b) If the employee makes such an election, she shall not be entitled to be paid any maternity leave allowance in accordance with the Supplementary Employment Insurance Benefit Plan set out in Article 26.03(6).
- (c) Where a regular or seasonal employee is paid the cash payment provided under (a) above, and the employee terminates her employment without returning from maternity leave, or terminates her employment within six (6) months of her return from maternity leave, she shall not be entitled to the cash payment, and if it has been paid, it shall be recoverable by the Employer.
- (9) Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and vacation pay entitlement for seasonal employees. Time spent on such leave shall be counted for seasonal employees for pay increment purposes only with regard to the calculation of the three consecutive seasons.

#### 26.04 **Parental Leave**

- (1) Parental leave - general
- (a) On request from an employee, parental leave without pay shall be granted for a period of up to fifty-two (52) weeks. Parental leave must be taken as one continuous period of leave.
- (b) An employee who intends to request parental leave shall make every reasonable effort to provide four (4) weeks notice to the employer.
- (c) Where two employees take parental leave with respect to the same child and both work in the same department and branch in the same location, they shall not be off on their respective leaves at the same time.
- (d) Where the employee’s newborn or adopted child is born prematurely, or is born with or contracts a condition that requires his/her hospitalization within the period of leave provided for under this clause, the period of parental leave without pay therein defined may be extended beyond the original period of leave by an additional period equal to the period during which the child is hospitalized. This extension shall end no later than one hundred and four (104) weeks after the birth of the child.
- (2) Parental leave in conjunction with maternity leave
- (a) Parental leave taken in conjunction with maternity leave shall be subsequent to and continuous with maternity leave.
- (b) Parental leave taken in conjunction with maternity leave shall not extend the total leave (maternity and parental combined) beyond fifty-two (52) weeks.

## 26.04 (3) All other parental leaves

- (a) Where an employee has or will have the actual care or custody of his/her newborn child, or an employee has commenced proceedings to adopt a child or obtains an order for the adoption of a child, he/she shall be granted parental leave without pay for a single period of up to fifty-two (52) weeks. This leave without pay shall commence on a date not earlier than one (1) week prior to the date the child comes into the employee's care and custody, and shall be taken during the fifty-two week period immediately following the child's birth or date the child comes into the employee's care and custody.
- (b) The employee may be required to provide proof of birth or proof of adoption.
- (c) The employer may defer the commencement of parental leave without pay at the request of the employee; such deferment will not extend leave beyond the fifty-two (52) weeks in paragraph (a) above.

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- (4) Before returning to work, the employee must give the Employer at least one (1) week notice of his/her intended date of return.
- (5) The length of time during which an auxiliary employee is on parental leave without pay shall not be relied upon by the Employer in calculating the twelve (12) month period of inactivity under Article 54.01(5).
- (6)
  - (a) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for regular employees. Time spent on such leave shall be counted for pay increment purposes for regular employees.
  - (b) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation pay entitlement for auxiliary employees. Time spent on such leave shall be counted for auxiliary employees for pay increment purposes only with regard to the calculation of the twenty-four (24) month period in Article 53.01 (c)(1)(ii) and (c)(2)(ii).
  - (c) An auxiliary employee shall be credited, for severance pay purposes only, during the length of the leave with the following number of regular working hours:
    - (i) for seasonal employees - the number of regular working hours that the employee would have worked, if not on leave, during the employee's specific period of seasonal employment (pursuant to Article 54.07(1)(b));
    - (ii) for on-call employees - the number of regular working hours based on the average number of regular hours worked per week by the employee in the twelve (12) month period immediately preceding the week in which the employee began the leave times (x) the number of weeks the employee is on leave.

**26.04 Supplementary Employment Insurance Plan benefit**

- (7) The following provisions shall apply only to regular employees and seasonal employees:
- (a) After completion of one (1) year continuous employment, an employee who:
    - (i) agrees to return to work for a period of at least six (6) months after the expiry of his/her parental leave, and
    - (ii) provides the Employer with proof that he/she has applied for, is entitled to and in receipt of employment insurance benefits pursuant to the Employment Insurance Act,shall be paid a parental leave allowance in accordance with the Supplementary Employment Insurance Benefit Plan.
  - (b) An employee under paragraph (a) above shall sign an agreement with the Employer, providing that:
    - (i) he/she will return to work after the expiry of his/her parental leave, unless this date is modified with the Employer's consent; and
    - (ii) he/she will work for a period of at least six (6) months after his/her return to work; and
    - (iii) should the employee fail to return to work as per the provisions of sub-paragraphs (i) and (ii) above for reasons other than death, lay-off or disability, the employee agrees that he/she is indebted to the Employer for the full amount received as parental leave allowance.
  - (c) In respect of the period of parental leave, parental leave allowance payments made according to the Supplementary Employment Insurance Benefit Plan will consist of the following:
    - (i) where the employee is subject to a waiting period of two (2) weeks before receiving employment insurance parental benefits, an allowance of ninety-three percent (93%) of his/her weekly rate of pay for each week of the two week waiting period, less any other monies earned during this period; and
    - (ii) for up to a maximum of fifteen (15) weeks, payments equivalent to the difference between the Employment Insurance benefits that the employee received at the actual time of the parental leave and ninety-three (93%) of his/her weekly rate of pay, less any other monies earned during this period.
  - (d) The weekly rate of pay referred to in paragraph (c) above shall be:
    - (i) for a full-time employee, the weekly rate of pay for the classification prescribed in his/her certificate of appointment to his/her position to which he/she is entitled on the day immediately preceding the commencement of his/her parental leave;

- 26.04 (7) (d) (i) for a part-time employee, the weekly rate of pay for the classification prescribed in his/her certificate of appointment to his/her position to which he/she is entitled on the day immediately preceding the commencement of his/her parental leave, multiplied by the fraction obtained by dividing the part-time employee's assigned regular weekly hours of work averaged over the preceding six (6) month period of continuous employment by the regularly scheduled full-time weekly hours of work for the employee's classification.
- (iii) Where an employee becomes eligible for a pay increase or an economic adjustment during the SEIB Plan period set out in paragraph (c) above, the employee's weekly rate of pay in subparagraphs (i) and (ii) above shall be adjusted accordingly.
- (e) A regular employee who is on lay-off status shall not be entitled to receive any allowance payment under the SEIB Plan pursuant to paragraph (c) above.
- (f) A seasonal employee who has been temporarily released pursuant to Article 54.02 or who is on off-duty status under Article 54.03 shall not be entitled to receive any allowance payment under the SEIB Plan pursuant to paragraph (c) above. Furthermore any allowance payments which are being made to a seasonal employee pursuant to paragraph (c) above shall cease effective the last working day of the specific period of employment set out in Article 54.07(1) (b).
- (g) For the purpose of payments received under the Supplemental Employment Insurance Benefit Plan, the Plan shall provide that:
- (i) the employees have no vested right to payment under the plan except to payments during a period of unemployment specified in the plan; and
- (ii) payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

26.05 **Casual Leave**

At the discretion of the Employer, a regular employee may be granted casual leave with pay to a maximum of two (2) hours for purposes of special or unusual nature. Such casual leave shall not be deducted from any earned leave credits.

26.06 **Education Leave**

Parties acknowledge existence of Employer's Policy on Education Leave and pending its enactment agree that it will not be amended during the life of the Agreement except through meaningful consultation as exhibited in Articles 34.02. Copies of this Policy will be obtainable from Department Personnel Officers.

26.07 **Religious Holy Days**

The employer shall make every reasonable effort to grant an employee time off with pay when a religious holiday prevents the employee from reporting for work, provided that the employee agrees to make up the time off at a time mutually agreeable to the employee and the employer and, in any case, within 12 months of the leave granted. The employer may require proof from the employee that his/her doctrine prevents him/her from reporting to work and that the religious organization is registered as such pursuant to the Income Tax Act.

26.08 **Compassionate Leave Without Pay**

Upon reasonable notice from an employee, the employer shall grant an employee up to eight (8) weeks of compassionate leave without pay to care for a critically ill member of the employee's immediate family, as defined under the Yukon Employment Standards Act.

**ARTICLE 27**

**DISCIPLINE**

27.01 The parties agree that the Employer has the right to discipline and discharge for just cause. Employees will be given, in writing, the reasons for any formal discipline.

27.02 Any formal disciplinary notice placed on the personal file held by the Public Service Commission shall become null and void and not used in any future disciplinary decision after the employee attains a clear work record for 24 months from the time of the last notice.

Any formal disciplinary notice that became null and void shall, at the written request of the employee, be placed in a sealed envelope and left in a separate file that may only be opened by the employee or by the Director or an Officer of the Staff Relations Branch of the Public Service Commission. In the latter situation, a reasonable effort will be made to open the sealed envelope with the employee's knowledge.

27.03 The Employer agrees not to introduce as evidence in a hearing relating to a disciplinary action any document including any performance evaluation review, from the file of an employee, the existence of which the employee was not aware at the time of filing, or within a reasonable period thereafter.

27.04 When an employee is required to attend a meeting, the purpose of which is an investigation which may result in formal discipline concerning him/her or the purpose of which is to render formal discipline concerning him/her, the employee is entitled to have at his or her request a Representative of the Alliance attend the meeting.

Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting.

**ARTICLE 28**

**PROCESSING OF GRIEVANCES**

- 28.01 (i) An Individual employee, who has a grievance against the application or interpretation of the Collective Agreement, or any other term or condition of employment, can bring forward the grievance, as per Article 28.05 (1) and may be assisted and/or represented by the Alliance at any level.
- (ii) At anytime the Union may bring forward a Policy grievance on behalf of an individual or the Union concerning the interpretation of the Collective Agreement or an arbitral award.
- (iii) Grievors in a Group Grievance must have the approval of, and be represented by the Alliance. The Union will define the group of employees on whose behalf the grievance has been submitted. It is understood that the Union will not present a series of Individual grievances in preference to defining a group of employees and submitting a Group Grievance.
- 28.02 (1) An employee or group of employees who wish(s) to present a grievance or complaint relating to a provision of the collective agreement or arbitral award shall transmit this grievance through the Alliance.
- (2) The grievance administrator shall acknowledge receipt of the grievance by returning the appropriate copies to the grievor and the Alliance as applicable.
- 28.03 A grievance of an employee or group of employees shall not be deemed to be invalid by reason only of the fact it is not in accordance with the form supplied by the Employer.
- 28.04 Subject to and as provided in Section 77 of the Yukon Public Service Staff Relations Act, an employee or group of employees who feel(s) that he/she/they has/have been treated unjustly or considers himself/herself/themselves aggrieved by any action or lack of action by the Employer, is entitled to present a grievance in the manner prescribed in Clause 28.02, except that where there is another administrative procedure provided by or under any other Act to deal with his/her/their specific complaint, such procedure must be followed.
- 28.05 Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following steps:
- (1) Individual Grievance  
Process for Grievances under 28.01 (i):
- (a) Level 1 - First level of Supervision
- A problem-solving meeting in which the individual employee has the right of representation from the Alliance, and the supervisor has the right of consultation with the Department Human Resource Office.

- 28.05 (1) (a) When an individual employee has requested a meeting in relation to a grievance at Level 1 such problem-solving shall be held within twenty (20) working days of the Employer's receipt of the grievance. If the matter is not resolved at Level 1 it may be referred to Level 2 within five (5) working days.
- (b) Level 2 – First level of Management
- A problem-solving meeting in which the individual employee has the right of representation from the Alliance, and the manager has the right of consultation from the Department Human Resource Office or the Staff Relations Branch of the Public Service Commission
- The Employer shall normally reply to an individual employee's grievance at Level 2 of the grievance procedure, within ten (10) working days after the grievance is referred. If the matter is not resolved at Level 2 it may be referred to the Final Level within five (5) working days.
- (c) Final Level – Deputy Minister
- A meeting that shall be held within ten (10) working days of the grievance being referred, at which the Deputy Minister has the right of consultation with the Staff Relations Branch or the Department Human Resource Office, and in which he/she shall hear the individual employee, who has the right of representation from the Alliance.
- The Deputy Minister shall provide his/her written reasoned decision, within ten (10) working days of the meeting.
- (2) Policy Grievance
- Process for Grievances under 28.01 (ii):
- Policy grievances shall be presented by the Alliance in the first instance to the Public Service Commission for investigation **not later than sixty calendar (60) days after the date on which the Alliance was notified orally or in writing or on which it first becomes aware of the action or circumstances giving rise to the grievance.** Any such grievances not resolved in that investigation shall be heard at a meeting with the Public Service Commissioner within **a further 60 calendar** days of the presentation of the grievance for investigation.
- (2) When the Public Service Commissioner has heard such a grievance he/she shall provide his/her written reasoned decision within 20 working days.
- (3) Group Grievance
- Process for Grievances under 28.01 (iii):
- (a) Level 1 – First Level of Management
- A problem-solving meeting in which the group of employees shall be represented by the Alliance and in which the manager may be advised by the Departmental Human Resource Office or the Staff Relations Branch.

- 28.05 (3) (a) When a group of employees has requested a meeting in relation to a grievance at Level 1, the problem-solving meeting shall be held within twenty (20) working days of the Employer's receipt of the grievance. If the matter is not resolved at the Initial Level it may be referred to the Final Level within five (5) working days.
- (b) Final Level – Deputy Minister
- A meeting that shall be held within ten (10) days of the grievance being referred and at which the group of employees shall be represented by the Alliance and at which the Deputy Minister may be advised by the Staff Relations Branch or Departmental Human Resources. The Deputy Minister shall provide his/her written reasoned decision within ten (10) days.
- 28.06 (1) Discussions and resolutions shall not be considered precedent setting to the Collective Agreement or the grievance process.
- (2) There shall be full disclosure by the parties of all facts and considerations pertinent to the grievance at each and every level of the grievance processes.
- (3) If a grievance concerns the application of the Collective Agreement, the employee must be represented by the Alliance.
- 28.07 Where the Alliance acts as the representative, they shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure. And, the Public Service Commission, Staff Relations Branch shall have the right to consult with the Alliance with respect to a grievance at each or any level of the grievance procedure.

### **Time Limits**

- 28.08 For the purpose of the time limits stipulated in this Collective Agreement, a day means all days except Saturdays, Sundays and designated paid holidays
- (1) An Individual employee or Group of employees may present a grievance to the initial Level of the relevant process, in the manner prescribed in Clause 28.02 not later than twenty (20) working days after the date on which he/she/they is/are notified orally or in writing or on which he/she/they first become(s) aware of the action or circumstances giving rise to the grievance.
- (2) The time limits stipulated in this Article may be extended by mutual agreement between the Employer and the Alliance, or between the Employer and the employee when 28.06 (3) does not apply.
- (3) Any employee, group of employees, or the Alliance who fail(s) 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/their control, he/she/they was/were unable to comply with the prescribed time limits.

- 28.08 (4) Where the provisions of Clause 28.02 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 appropriate person of the Department or Agency concerned. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which 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.
- 28.09 When an employee has been represented by the Alliance in the presentation of his/her grievance, the Employer will provide the appropriate representative of the Alliance with the Employer's decision on the grievance at the same time that the Employer's decision is conveyed to the employee(s)
- 28.10 The decision given by the Employer at the Final Level in the grievance procedure shall be final and binding upon the employee, unless the grievance is a class of grievance that may be referred to adjudication.
- 28.11 Where it appears that the nature of this grievance is such that a decision cannot be given below a particular level of authority, any or all the levels except the Final Level may be eliminated by agreement between the Employer and the Alliance or between the Employer and the employee when 28.01 does not apply.
- 28.12 Except as provided in Clause 28.15 (2), an employee or group of employees may, by written notice to the Employer, abandon a grievance.
- 28.13 No person who is employed in the public service shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee or group of employees to abandon his/her/their grievance or refrain from exercising his/her/their right to present a grievance as provided in the Collective Agreement.
- 28.14 When a grievance has been presented, up to and including the Final Level in the grievance procedure with respect to the interpretation or application in respect of him/her of a provision of this Collective Agreement or a related arbitral award and his/her grievance has not been dealt with to his/her satisfaction, he/she may refer the grievance to adjudication in accordance with the provisions of the Yukon Public Service Staff Relations Act and Regulations.
- 28.15 (1) An employee must obtain the approval of the Alliance and be represented by the Alliance before a grievance can be referred to adjudication.
- (2) A grievance referred to adjudication can only be withdrawn by the employee with the prior approval of the Alliance.
- 28.16 An employee, subject to Clause 28.15 (1), shall notify the Employer in writing within thirty (30) working days following the date of receipt of the decision at the Final Level of the grievance procedure of his/her intention to appeal the decision to adjudication.

**ARTICLE 29**

**STATEMENT OF DUTIES**

- 29.01 Within one month of receiving an employee's written request, the Employer shall provide the employee with a current statement containing the duties and responsibilities including factor point rating assigned to the position he/she occupies.

**ARTICLE 30**

**CONTRACTING OUT**

- 30.01 The Employer will continue past practice in giving all reasonable consideration to continued employment in the Public Service of employees who would otherwise become redundant because work is contracted out

**ARTICLE 31**

**REMOVAL EXPENSES**

- 31.01 The Employer will pay removal expenses (in accordance with the Employer's Policy on Removal Expenses on Initial Hire) for regular employees who are rejected on probation during their initial probationary period or extension of their initial probationary period or who are laid off provided:
- (a) The probationary employee initially received removal expenses from the Yukon Government on hire;
  - (b) The probationary employee certifies his/her intention to leave his/her place of employment;
  - (c) In the case of an employee who is laid off, the employee certifies his/her intention to leave his/her place of employment;
  - (d) The employee submits a claim for reasonable removal costs to the Employer;
  - (e) The Employer will pay reasonable removal costs for a distance not greater than from the employee's original point of hire to his/her place of employment.
- 31.02 The Employer will pay removal expenses (in accordance with the Employer's Policy on Transfer Expenses) under the following conditions:
- (a) Where the Employer has directed that a regular employee transfer from one location to another;
  - (b) Where a regular employee has requested and at the discretion of the Employer has been granted a transfer from one location to another.

**ARTICLE 32****SAFETY AND HEALTH**

- 32.01 The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Union and the parties undertake to consult with a view to adopting and expeditiously implementing reasonable procedures and techniques designed or intended to reduce the risk of employment injury. Employees shall make every reasonable effort to reduce and obviate risk of employment injury.
- 32.02 (a) In light of the foregoing, the Employer and the Union, jointly, have commenced and will continue to establish Regional Safety Committees to provide an avenue for Employer and Union representatives to discuss safety matters with a view to recommending changes or modifications to present procedures and practices within the Yukon Government.
- (b) The composition of each Safety Committee shall be a subject of discussions between the Employer and the Union but it is agreed that at no time will the Union's representatives constitute less than one-half ( $\frac{1}{2}$ ) of the representatives of the Committee. Each Committee shall select its own Chairperson. Minutes of all meetings shall be forwarded to the Union and to the Employer.
- (c) Each Committee shall establish its own procedures but are encouraged to pre-schedule regular monthly meetings which may be cancelled by the Chairperson should there be no business to pursue. Extra meetings may be called by the Chairperson in necessary emergency situations.
- (d) An employee shall suffer no loss of pay for serving on a Safety Committee.
- (e) Employees are encouraged to refer safety matters to their immediate Supervisors in an attempt to resolve any problems and where the safety matters cannot be resolved, both employees and Supervisors are encouraged to refer safety issues to the Chairperson or a Member of the Regional Safety Committee in their area.
- 32.03 Where the Employer requires an employee to undergo a specific medical, hearing or vision examination by a designated qualified medical practitioner, the examination will be conducted at no expense to the employee. The employee shall, upon written request, be able to obtain any results received by the Employer of all specific medical, hearing or vision examinations conducted.
- Employees shall authorize that the requested specific medical, hearing or vision examination information be supplied to the Employer with the understanding that such information shall be maintained in a confidential manner in the Public Service Commission. Employees shall not refuse to take such medical, hearing or vision examinations.
- 32.04 Employees shall, as soon as practical, report all personal injuries and/or accidents, which occur on the job, to their immediate or designated Supervisor. Accidents shall be investigated, where required, pursuant to the Yukon Occupational Health and Safety Act, as may be amended from time-to-time.

32.05 Employees who are required to attend First Aid and Safety Training courses shall be granted leave without loss of regular pay for such training. The Employer shall pay for such course fees and/or tuition.

Under this clause, if the Employer requires the Employee to attend training on his/her day off, such time will be considered time worked and will be paid at the appropriate rate.

32.06 **Transportation of Injured Workers**

Where an employee suffers injury by accident arising out of and in the course of his/her employment, the Employer shall provide the employee with transportation as required under Section 61(1) of the Yukon Workers' Compensation Act, as may be amended from time-to-time.

32.07 **Right to Refuse Work**

- (a) Pursuant to Section 14(1) of the Yukon Occupational Health and Safety Act, as may be amended from time-to-time, an employee may refuse to work or do particular work where the employee has reason to believe that:
- (1) the use or operation of a machine, device or thing constitutes an undue hazard to that employee or any other person, or
  - (2) a condition exists in the workplace that constitutes an undue hazard.
- (b) Where an employee refuses to work or do particular work under paragraph (a) above, the requirements of Sections 14 and 15 of the Occupational Health and Safety Act, as may be amended from time-to-time, will be followed.
- (c) Pending the investigation and decision of the Safety Officer pursuant to Section 15 of the Occupational Health and Safety Act, as may be amended from time-to-time, no employee shall be assigned to use or operate the machine, device or thing or to work in the workplace or the part thereof that is being investigated, unless the employee to be so assigned has been advised of the other employee's refusal and the reason for it.

32.08 The Union and the Employer agree to continue their efforts in the establishment, implementation and maintenance of effective measures for violence prevention and protection in the workplace.

32.09 **The Right to Know**

The parties acknowledge that the Workplace Hazardous Materials Information System legislation enshrines a worker's right to know what controlled products are used in the workplace, as well as the hazards, precautions and procedures associated with the use of these controlled products.

The parties also recognize that the WHMIS legislation is administered in the Yukon under the Occupational Health and Safety Act, as may be amended from time-to-time, and that any complaint by an employee shall be directed to the Occupational Health and Safety Board for investigation and enforcement, if necessary.

- 32.10 The Employer shall make reasonable efforts to refrain from assigning unnecessary outside work to an employee when extremely adverse outside weather conditions prevail.

### ARTICLE 33

#### YUKON BONUS

(Note: Article 33 is not applicable to auxiliary employees. Refer to Article 53.07 for the applicable provisions for auxiliary employees.)

- 33.01 Effective January 1, 1995, articles 33.01 – 33.08 shall be deemed to form part of the collective agreement as a result of legislated changes imposed by the Yukon Government.
- 33.02 There shall be a Yukon Bonus travel benefit of **\$2,242**, from which income tax may or may not be deducted, at the employee's option.
- 33.03 Subject to subsection 33.07 a regular employee who completes one year of continuous service with the Yukon Government shall be entitled to a Yukon Bonus which must be claimed within a 12 month period from the date upon which the employee completed the one year of continuous service.
- 33.04 A regular employee who is appointed on or after January 1, 1995 must complete a qualifying period of two years of continuous service with the Yukon Government before being eligible to claim their first Yukon Bonus. Claims for subsequent Yukon Bonuses may be made in accordance with subsection 33.05.
- 33.05 For each full year of continuous service subsequent to their qualifying period of service, a regular employee is entitled to a Yukon Bonus which must be claimed within a 12 month period from the date upon which the employee becomes eligible for the Bonus.
- 33.06 A regular employee who does not claim the Yukon Bonus in the manner prescribed by the Public Service Commission within the periods identified above shall lose their entitlement to the Bonus.
- 33.07 A regular employee shall be paid on layoff a prorated Yukon Bonus based on the number of completed months of work of continuous service since their last qualifying date or, in the case of their initial Yukon Bonus, since the commencement of their employment.
- 33.08 If a regular employee takes authorized leave without pay in excess of 30 consecutive calendar days, other than maternity or parental leave, their Yukon Bonus shall be reduced proportionally for each period of 30 consecutive calendar days of leave without pay that they take.

Effective January 1, 2008.

- 33.09 There shall be an automatic Yukon Bonus travel benefit of **\$2,242**, from which income tax may or may not be deducted, at the employee's option. Unless the employee provides written direction otherwise to the Public Service Commission, the Yukon Bonus will be paid as an untaxed benefit.

- 33.10 A regular employee must complete a qualifying period of two years of continuous service with the Yukon Government before being eligible to be paid their first Yukon Bonus. Payments for subsequent Yukon Bonuses will be made in accordance with this article.
- 33.11 For each full year of continuous service subsequent to his/her qualifying period of service, a regular employee is entitled to a Yukon Bonus which will be paid on the pay day falling immediately after the employee's continuous service date.
- 33.12 A regular employee shall be paid on layoff a prorated Yukon Bonus based on the number of completed months of work of continuous service since his/her last qualifying date or, in the case of their initial Yukon Bonus, since the commencement of his/her employment.
- 33.13 If a regular employee takes authorized leave without pay in excess of 30 consecutive calendar days, other than maternity or parental leave, his/her Yukon Bonus shall be reduced proportionally for each period of 30 consecutive calendar days of leave without pay that s/he take.

### **ARTICLE 34**

#### **JOINT CONSULTATION**

- 34.01 For the purpose of providing Joint Consultation on matters of common interest, a Committee of not more than six (6) members, representing the interests of the Employer and the employee in equal numbers, is established.
- 34.02 The following subjects, as they affect employees covered by this Agreement, shall be regarded as appropriate subjects of consultation involving the Employer and the Alliance during the term of this Agreement, and the Employer agrees that new policies will not be introduced and existing Regulations and Directives will not be cancelled or amended in such a way as to affect employees covered by the Agreement until such time as the Alliance has been given a reasonable opportunity to consider and to consult on the Employer's proposals.

#### **Subjects**

- (a) Training and other measures to deal with the impact on employees of technological and other change;
  - (b) Travel and Subsistence Allowance;
  - (c) Safety and Health Practices;
  - (d) Relocation Allowances;
  - (e) Staff Uniforms and Clothing;
  - (f) Provisions to the Alliance of Employer Manuals and Directives;
  - (g) Parking Privileges;
  - (h) Restrictions on Outside Employment;
  - (i) Educational Leave and Career Development;
  - (j) Affirmative Action Program for Women;
  - (k) Classification Plan.
- 34.03 (a) The parties acknowledge that the Yukon Government has the right to introduce policies dealing with employment - related matters covering all or some persons working in the Yukon Public Service. Such policies shall not conflict with the express terms of the Collective Agreement, subject to any legislative authority to the contrary.

- 34.03
- (b) The parties agree that an employee, if covered by the applicable policy listed in paragraph (c) below, may bring a grievance seeking the enforcement of the language of the particular policy which existed at the time that the grievance was commenced pursuant to Article 28.02. If the grievance is not dealt with to the employee's satisfaction, he/she may refer the grievance to adjudication pursuant to Article 28.19.
- (c) The policies which may be the subject of a grievance pursuant to paragraph (b) above are:
- Interview and Relocation Expense Directive,
  - Travel Directive,
  - Decentralization Policy.
- (d) Prior to any of the policies listed in paragraph (c) above being cancelled or revised by the Yukon Government, the Alliance shall be given a reasonable opportunity to consult with the Employer on its intent to cancel or revise the policy. This opportunity to consult shall be provided to the Alliance prior to the revisions to the policy being submitted through the Yukon Government's approval process. A copy of any policy listed in paragraph (c) above, which is revised by the Yukon Government, will be provided to the Alliance prior to the implementation date of the revised policy.

### ARTICLE 35

#### TOOL REPLACEMENT AND ALLOWANCE

##### 35.01 Tool Replacement

- (a) The Employer will replace worn or broken tools of its employees designated as:
- Airports Crew Foreman (Watson Lake)
  - Automotive** Mechanic
  - Automotive** Mechanic Foreperson
  - Building Engineer
  - Building Maintenance Foreman
  - Carpenter
  - Crusher Foreman
  - Custodial Work Supervisor
  - Custodial Worker
  - Electrician
  - Heavy Equipment Mechanic
  - Heavy Equipment Mechanic Foreman
  - Heavy Equipment Operator
  - Industrial Mechanic
  - Labourer
  - Machinist
  - Maintenance Person
  - Oil Burner Mechanic
  - Park Maintenance Person**
  - Park Signmaker**
  - Parts Person

### 35.01 Tool Replacement

Plumber  
 Road Foreman  
 Sign Painter  
 Sign Painter's Assistant  
 Spray Painter  
 Supervisor Surface/Mobile (Airports)  
 Transportation Foreman  
 Truck Driver  
 Welder

provided tools have been worn or broken on the job and are required by the employees in the performance of their normal duties. Tools which are under warranty will not be covered by this Article.

- (b) The employee will present the worn or broken tool to his/her immediate Supervisor for approval of replacement, and upon authorization, the employee shall purchase the replacement tool and submit his/her receipt for its purchase to his/her immediate Supervisor for reimbursement by the Employer. **If the employee wishes to upgrade the value of the tool, he/she shall first obtain the prior approval of the supervisor, and upon purchase shall provide the supervisor with the receipt and the tool for inspection. Reimbursement will be for the replacement value of the broken tool, not the value of the upgraded tool.**

(a) and (b) shall apply to Apprentices, Tradesmen and Journeymen.

### 35.02 Tool Allowance

- (a) A regular employee who has been continuously employed in the Yukon Public Service for a period of two (2) years as an **Automotive** Mechanic or Heavy Equipment Mechanic Foreman, Heavy Duty Mechanic Journeyman, Tradesman, or registered Apprentice, or a combination thereof, shall be entitled to a tool allowance of **three** hundred dollars (**\$300**) and to a further allowance of **one hundred and fifty** dollars (**\$150**) for each completed year of service thereafter to a total maximum allowance of **twelve hundred dollars (\$1,200)**.
- (b) A seasonal employee who has been continuously employed in the Yukon Public Service for a period of two (2) years as an **Automotive** Mechanic or Heavy Equipment Mechanic Foreman, Heavy Duty Mechanic Journeyman, Tradesman, or registered Apprentice, or a combination thereof, shall be entitled to a tool allowance of one hundred **fifty** dollars (**\$150**) and to a further allowance of **seventy-five** dollars (**\$75**) for each completed year of service thereafter to a total maximum allowance of **six** hundred dollars (**\$600**).

- 35.03 The employer shall reimburse the employee for the cost of an annual medical examination where the employee is required by the employer to operate the George Black Ferry in a position required by federal legislation to have a certificate of medical fitness.