

ARTICLE 14

STATEMENT OF DUTIES

- 14.01 When an employee is hired or transferred to another position in the bargaining unit, the employer shall, before the employee is assigned to that position, provide her with a current and accurate written statement of duties of the position.
- 14.02 Upon written request, an employee shall be given a complete and current statement of duties and responsibilities of her position.
- 14.03 The Employer agrees that when new classifications are created, the rate of pay shall be subject to negotiation between the employer and the union. The new rate shall become retroactive to the time the position was first filled by an employee. The Employer shall notify the union of the creation of a new classification prior to staffing the position.

ARTICLE 15

OVERTIME

- 15.01 For employees who are not on an averaging schedule, the following overtime provisions will apply: one and one half (1 ½) times her regular wages for all hours worked in excess of eight hours in a day or 40 hours in a week.
- 15.02 For employees who are on an averaging schedule, overtime shall be paid at a rate of one and one half (1 ½) times her regular wages.
- 15.03 Overtime shall be paid in cash, unless the employee chooses to bank the hours in lieu of cash. Such banked hours may be used at a time mutually agreed to the employee and the employer.

ARTICLE 16

TRANSPORTATION and MEALS

- 16.01 Where an employee is requested by the employer to use her personal vehicle for job-related purposes, the employer will pay her mileage at the Yukon Territorial Government rate.
- 16.02 No employee shall be required, as a condition of employment, to own a vehicle or have access to one.
- 16.03 The employer may require, as a condition of employment, that an employee holding a certain position maintain a valid driver's license.
- 16.04 Where an employee's shift starts or ends at a time when the Whitehorse bus system is not running, and the employee has no means of transportation, the employer will contribute \$7.00 towards the cost of a taxi fare to or from work for the employee.

- 16.05 Where an employee is required to travel for work-related purposes, the employer will pay her a meal and incidental allowance at the Yukon Territorial Government rate.

ARTICLE 17

PAY ADMINISTRATION

- 17.01 The wage schedule covering all employees occupying positions shall be set out in Schedule "A", forming part of this agreement.
- 17.02 The employer shall pay wages bi-weekly in accordance with Schedule "A" on every other Friday. In the event of a pay day falling on a designated holiday, the pay day will be the last banking day before the holiday.
- 17.03 Every employee shall receive a statement attached to each cheque showing the gross amount earned, itemized deductions, net amount payable and hours worked.
- 17.04 Upon request, advances shall be provided prior to a vacation period. Advances may be granted in other extenuating circumstances.

ARTICLE 18

GENERAL HOLIDAYS

- 18.01 The following days are general holidays with pay:

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|----------------------|---------------------|
| a) New Year's Day | h) Discovery Day |
| b) Rendezvous Friday | i) Labour Day |
| c) Good Friday | j) Thanksgiving Day |
| d) Easter Monday | k) Remembrance Day |
| e) Victoria Day | l) Christmas Day |
| f) Aboriginal Day | m) Boxing Day |
| g) Canada Day | |

- 18.02 All hourly employees shall receive general holiday pay based on ten (10) percent of the hours worked in the previous two (2) weeks times (x) the hourly rate of pay. Salaried employees shall receive a regular day's pay.

- 10.4The employer may designate a general holiday as a workday. In such instances, employees will receive the following:

- i) Salaried employees will receive general holiday pay plus straight time rate for time worked on that day plus another paid day off at a mutually convenient date.
- ii) Hourly rated employees will receive general holiday pay plus straight time rate for time worked on that day plus ten (10) percent of the

hours worked in the previous two (2) weeks times (x) the hourly rate of pay.

ARTICLE 19

PROBATIONARY EMPLOYEES

- 19.01 A new employee, not including an employee promoted or transferred to another position under Article 26, shall serve a probationary period of six months.
- 19.02 Unless otherwise expressly stated, a probationary employee is entitled to all the rights and benefits of this agreement, including access to the grievance procedure.
- 19.03 The purpose of the probationary period is to allow the employer to assess whether the employee is able to meet the standards reasonably required by the employer. In assessing this, the employer will give the employee a fair chance to prove her ability, and will make reasonable accommodation and provide reasonable assistance to her to do so.
- 19.04 Where a probationary employee is unable, or unlikely to be able, to meet the standards reasonably required by the employer, she may be terminated with two days written notice, or pay in lieu of notice, together with written reasons for the termination.
- 19.05 After the successful completion of the probationary period, the employee shall be so informed in writing.
- 19.06 Seniority shall not accrue during the probationary period, but upon successful completion of the probationary period, seniority shall be effective retroactive to the date of hire.
- 19.07 The probationary period may be extended for an additional period of time upon terms agreed upon between the employee, the employer and the union.
- 19.08 The parties agree that termination of a probationary employee may be for a lesser standard than a non-probationary employee.

ARTICLE 20

SENIORITY

- 20.01 Seniority is defined as the number of straight time hours of continuous service with the employer while working within the bargaining unit from date of hire.
- 20.02 The employer will maintain a seniority list, and will:
- a) update it once per month
 - b) post a copy on the bulletin board, and
 - c) send a copy to the union.
- 20.03 Seniority terminates when an employee is dismissed and not reinstated, or when she resigns, or when she is laid off for one year or more.

ARTICLE 21

JOB PERFORMANCE EVALUATION

- 21.01 Once per year, in the month following the anniversary date of the employee, the employer will conduct a performance evaluation of the employee.
- 21.02 The employer will evaluate the employee on the basis of:
- 1) the ability of the employee to carry out the tasks and responsibilities in her job description;
 - 2) the employee's relations with clients; and
 - 3) the employee's relations with other staff.
- 21.03 In conducting an employee performance evaluation for an employee, the employer shall make reasonable efforts to consult with all other employees who have worked with her.
- 21.04 The employee performance evaluation shall also allow the employee to state her career development goals, and develop with the Executive Director an individual training plan.
- 21.05 The employer will discuss the draft results of the performance evaluation with the employee before finalizing it. In doing so, the employer will point out the employee's strengths and weaknesses in each area.
- 21.06 A final copy of the employee's performance evaluation shall go on the employee's personnel file, signed by the employee indicating she has seen it. An employee who disagrees with her performance evaluation may append an explanation to it on her personnel file.

- 21.07 The employer will provide a copy of the performance evaluation to the employee upon request.

ARTICLE 22

PROMOTIONS AND TRANSFERS

- 22.01 Unless the union representative and the employer agree otherwise, where the employer wishes to create and fill a new position or fill a vacancy in an existing position, the employer will post a notice of the position in the employer's business office and on the bulletin board provided in Article 9 for at least a week before any public posting or advertisement.
- 22.02 Clause 22.01 applies to all positions of the employer, whether in the bargaining unit or not.
- 22.03 The notice shall specify the nature of the position based upon the job description, the minimum qualifications, the desired qualifications, the hours of work and the pay rate or range.
- 22.04 In assessing each internal or external applicant's qualifications, the employer will take into account the following factors, the relative weight of which will be determined by the employer and applied equally to each applicant:
- a) the minimum requirements for the position;
 - b) knowledge (whether attained through formal education, life experience or self-instruction);
 - c) skills;
 - d) abilities related to performing the position; and
 - e) seniority.
- 22.05 If two or more applicants, whether internal or external, are relatively equal based upon the factors above, seniority shall be the governing factor.
- 22.06 Where no internal or external applicant is qualified for the position, the employer may promote or transfer an applicant who does not meet the requirements, but who may reasonably be expected to obtain the necessary qualifications prior to assuming the position, or within a reasonable time thereafter.
- 22.07 No member of the bargaining unit who accepts a term position will suffer any loss of pay, benefits or seniority as a result of taking the term position.

ARTICLE 23

ACTING ASSIGNMENTS

- 23.01 Where the Executive Director designates a person in writing to an acting assignment within the bargaining unit, then she will not be paid at a lower rate. Where the acting assignment is in a higher rated position within the bargaining unit and is for at least three (3) consecutive days, then the person so designated will be paid at the higher rate retroactive to the first day. Where the acting position is outside the bargaining unit, then the assignment will be subject to mutual agreement between the employee and the employer.

ARTICLE 24

STAFF TRAINING AND DEVELOPMENT

- 24.01 The employer recognizes its responsibility to encourage development of staff capability.
- 24.02 The employer will endeavour to keep staff informed of new developments, services and information relevant to their positions through posting notices on the bulletin board.
- 24.03 In making decisions concerning staff training and development, the Employer shall take into account the following factors:
- a) the current and future needs of the employer's services;
 - b) the benefits to clients;
 - c) the professional development requests of individual employees;
 - d) the wishes of any employee affected; and
 - e) fairness between all employees.
- 24.04 The employer may develop guidelines and procedures related to staff training and development, including designating specific training opportunities as essential for specific employees. Such guidelines and procedures to be discussed at the Labour Relations Committee.
- 24.05 Attendance at any training opportunity designated as essential shall be without cost to the employee, and without loss of pay or benefits.
- 24.06 Attendance at other training opportunities not designated as essential shall be on such terms as are determined mutually by the employee and the employer.
- 24.07 The employer agrees to make all reasonable accommodation to encourage staff training and development.

ARTICLE 25

DISCIPLINE

25.01 Disciplinary measures are intended to be corrective rather than punitive in nature. They should serve to:

- a) correct an employee's misconduct by deterring similar acts of misconduct in the future; and
- b) motivate that employee to observe required standards of conduct.

25.02 Discipline and Discharge Application

Before disciplinary action can be taken against an employee:

- a) there must have been an incident or act calling for a reaction;
- b) there must be proof of the employee's involvement in the incident of commission of the act; and
- c) the employee must be aware of the grounds for the action taken and be given an opportunity to present their version of the facts (with Union or other representation, if requested).

25.03 A report of an employee's misconduct shall be initiated without unreasonable delay, normally within three (3) working days of the day on which the offense is discovered or, if the employee is absent, within three (3) working days of returning to work.

25.04 All employees must be provided with written notice of discipline and discharge which must state:

- a) the reasons for the discipline or discharge;
- b) the effective date of the discipline or discharge; and
- c) what arrangements will be made regarding the financial entitlements as a result of the discipline or discharge.

25.05 Discipline and discharge shall only be for just cause.

25.06 A document or written statement specifically related to disciplinary action or performance which may have been placed on the personnel file of an employee, shall at the request of the employee, be destroyed after twenty-four months has elapsed since the disciplinary action was taken and provided that no further disciplinary action has been recorded during this period.

25.07 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.

ARTICLE 26

GRIEVANCE PROCEDURE

- 26.01 The purpose of the grievance procedure is to resolve disputes that arise under this agreement in a fair and expeditious manner.
- 26.02 The union may file a grievance on behalf of an employee (“the grievor”), or on its own behalf, alleging a violation of this agreement.
- 26.03 A grievance is filed when delivered in writing to the other party. No particular form is necessary as long as the document indicates it is a grievance under this Article, or in some manner indicates it is a formal grievance.
- 26.04 The Executive Director or designate is authorized to receive grievances on behalf of the employer. She shall provide a receipt to the person delivering the grievance stating the date it was received.
- 26.05 A grievance must be filed within ten (10) working days after the cause of the grievance arose, unless the grievor is not at work during that period, in which case the time is extended to ten (10) working days following the day she returns to work. (Before an employee submits their complaint as a grievance, the employee is encouraged to discuss the complaint with their supervisor.)
- 26.06 Unless otherwise provided in this agreement, a grievance shall be settled with recourse to the following steps, if needed:
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|---------|------------------------------|
| Level 1 | Executive Director |
| Level 2 | Mediation and/or Arbitration |
- 26.07 When a grievance is filed, the Executive Director shall attempt to settle it at Level 1 unless:
- a) the employee requests that the grievance be waived to another level under Article 11 or 12;
 - b) the parties wish to waive the grievance to another level by mutual consent.
- 26.08 The union may consult with the employer concerning any grievance at any level of the grievance procedure.
- 26.09 Any time limits in the grievance procedure may be extended by consent of the parties.
- 26.10 The employer shall not intimidate or threaten an employee who files or wishes to file a grievance, or offer her any advantage in exchange for not filing, or withdrawing her grievance. Lawful exercise of the employer’s rights, obligations or options under this agreement is not a violation of this Clause.
- 26.11 A decision made at any level of the grievance procedure is not binding on the parties unless it is in writing, signed by the decision-maker, and delivered to the parties either by hand or by double-registered mail.
- 26.12 The Level I procedure is as follows:

- 1) Within ten (10) working days of receiving the grievance, the Executive Director will conduct a hearing. She will render her decision and forward it to the union as per Clause 26.11 within ten (10) working days of conducting the hearing.

26.13 The Level 2 procedure is as follows:

- 1) By mutual agreement, the parties may make a written request for mediation within ten (10) working days of receiving the Level 1 decision.
- 2) The union and the employer shall determine mutually acceptable terms for hiring a mediator, including time frames for conducting the mediation. If the parties fail to agree, either party may invoke the Arbitration procedure.
- 3) The parties to this agreement may establish a list of local Yukon mediators acceptable to them, which list may be established from time to time, or when the need for a mediator arises.
- 4) The employer and the union shall each pay one half of any fees or expenses related to mediation.
- 5) If the mediation is successful, the mediator shall write down the terms of settlement, and deliver them to the parties as per Clause 26.11.
- 6) If the mediation is unsuccessful, the mediator shall confirm this in writing, and forward it to the parties as per Clause 26.11.
- 7) The failure of mediation is deemed to occur on the date that the union and the employer receive the letter from the mediator under Clause 26.13(6) above, and if this date is different for each party, the later date.
- 8) Mediation attempts are settlement discussions, and any offers or counter offers made during mediation discussions shall not be used as evidence at a later arbitration hearing.

26.14 The Level 2 Arbitration procedure is as follows:

- 1) Either the employer or the union may request arbitration by letter to the other party.
- 2) The employer or the union, as the case may be, shall give the other party a receipt stating the date of receiving the request for arbitration.
- 3) Either party to this Agreement may refer any grievance to a mutually agreed upon Arbitrator who shall have the power to determine whether any matter is arbitrable within the terms of this Agreement. If the parties fail to agree on an Arbitrator either party may request the Minister of Labour to make an appointment.

- 4) In addition to any powers contained in this agreement, the arbitrator has all the powers granted to arbitrators under Part 1 of the Canada Labour Code.
- 5) The arbitrator shall hear the grievance as soon as possible, and render a decision within 30 working days. The decision, once forwarded to the parties in accordance with Clause 26.11, is final and binding on each party and any employee affected by it.
- 6) The arbitrator may determine whether a grievance is arbitrable.
- 7) The arbitrator may amend a grievance, modify penalties, waive time limits, or make a ruling concerning any procedural irregularity.
- 8) Each party shall pay one half of the fees and expenses of the arbitrator.

ARTICLE 27

SAFETY AND HEALTH

- 27.01 The employer and the union agree to the appointment of a health and safety representative in compliance with the Occupational Health and Safety Act.
- 27.02 The health and safety representative has the authority to:
- (a) inspect the physical condition of the workplace or part thereof for which she has been selected once each month, or at such intervals as the Chief Industrial Safety Officer may direct; and
 - (b) observe and, where qualified to do so, assist in or conduct tests for noise, lighting, and designated substances or agents in the workplace or part thereof for which she has been selected.
- 27.03 The employer and employees shall provide to the health and safety representative such information and assistance as she may need for the purpose of carrying out the inspection or tests referred to in Clause 27.02.
- 27.04 A health and safety representative shall identify situations that may be hazardous to workers and shall report such situations to the employer and to the employees or the union.
- 27.05 Where a person is fatally or critically injured at a workplace from any cause, the health and safety representative may accompany a safety officer during an investigation of the place where the accident occurred.
- 27.06 A health and safety representative is entitled to take such time from work as is necessary to carry out the duties specified in Clauses 27.02, 27.03, 27.04 and 27.05 and any time spent shall, for the purpose of calculating wages owing, be deemed to have been spent at work.

- 27.07 A health and safety representative shall keep records of all matters dealt with and shall make such records available to the employer and a safety officer on request.
- 27.08 A health and safety representative may appeal to the Chief Industrial Safety Officer to resolve any differences of opinion with the employer concerning health and safety matters and the decision of the Officer shall be final.
- 27.09 Every employee shall, so far as is reasonably practicable, in the course of her employment:
- (a) take all necessary precautions to ensure her own health and safety and that of any other person in the workplace;
 - (b) at all appropriate times use the safety devices and wear the safety clothing or equipment provided by the employer or required under this Act to be used or worn;
 - (c) comply with health and safety procedures and with instructions given for her or any other person's health or safety by a person having authority over her;
 - (d) report forthwith to her immediate supervisor any situation which she has reason to believe would present a hazard and which she cannot correct; and
 - (e) report any accident or injury that arises in the course of or in connection with her work.
- 27.10 An employee may refuse to work or do particular work where she has reason to believe that
- (a) the use or operation of a machine, device, or thing constitutes an undue hazard to herself or any other person; or
 - (b) a condition exists in the workplace that constitutes an undue hazard.
- 27.11 An employee who refuses to work or do particular work shall forthwith report the circumstances of the matter to her employer or supervisor who shall forthwith investigate the situation reported in the presence of the worker and in the presence of:
- (a) the health and safety representative, who represents the employee; or
 - (b) another employee selected by the employee, who shall be made available and shall attend without delay.

- 27.12 After the investigation referred to in Clause 27.11, and any action taken to remove the hazard, the worker may again refuse to work or do particular work because of that hazard where she has reasonable cause to believe that:
- (a) the use or operation of the machine, device, or thing continues to constitute an undue hazard to her or to any other person; or
 - (b) the condition of the workplace continues to constitute an undue hazard.
- 27.13 An employee who refuses to work or do particular work under Clause 27.12 shall forthwith report the circumstances of the matter to her employer or supervisor and the employer or supervisor shall then forthwith report the circumstances of the matter to a safety officer.
- 27.14 No employee may exercise her right under Clause 27.10 or 27.12 if her refusal to perform the work puts the life, health, safety, or physical well-being of another person in immediate danger or if the conditions under which the work is to be performed are ordinary conditions in that kind of work.
- 27.15 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, obtain results of all specific medical, hearing or vision examinations conducted.
- 27.16 Employees who are required to successfully complete First Aid and Safety training courses shall be granted time off with pay for such training. The employer shall pay for such course fees and tuition.

ARTICLE 28

VACATION LEAVE

- 28.01 All employees, excluding casuals, may earn vacation leave credits as set out in this Article.
- 28.02 An employee shall accrue vacation leave credits at the rate of one and one quarter (1 ¼) days per month for each month in which they receive ten (10) days pay.
- 28.03 After three (3) years continuous employment, an employee shall accrue vacation credits at the rate of one and one half (1 ½) days per month for each month in which they receive ten (10) days pay.
- 28.04 After five (5) years continuous employment, an employee shall accrue vacation credits at the rate of one and two thirds (1 2/3) days per month for each month in which they receive ten (10) days pay.

- 28.05 After ten (10) years continuous employment, an employee shall accrue vacation credits at the rate of two (2) days per month for each month in which they receive ten (10) days pay.
- 28.06 An employee may take vacation leave with pay at a time suitable to her and the employer. The employer will make every reasonable effort to grant the employee the specific period of time requested by her within two weeks of receiving the request.
- 28.07 Vacation leave may be carried over from one fiscal year to the next to a maximum five (5) days under this Article. Each employee will be provided at the end of the second pay period in January with notification of their anticipated entitlement to fiscal year end.
- 28.08 An employee whose period of vacation leave has been authorized, but due to operational requirements is later denied, shall be reimbursed for any non-refundable deposits she has lost as a result.
- 28.09 At the employee's request, the employee shall be granted vacation leave earned but not yet used by her before her employment is terminated.
- 28.10 An employee, other than a permanent full time employee, may receive the cash equivalent of her vacation leave credits instead of taking vacation leave if she wishes.

ARTICLE 29

BEREAVEMENT LEAVE

- 29.01 Upon the request of an employee, the employer shall grant the employee bereavement leave with pay for up to **four (4)** working days where there is a death in the employee's family.
- 29.02 By special arrangement, bereavement leave may be used where there is imminent death in the employee's family.
- 29.03 An employee who must travel out of Whitehorse due to the death or imminent death in the employee's family shall be granted leave with pay for an additional travel day or days as are required to travel, up to a maximum of two (2) days.
- 29.04 For the purpose of this Article, "family" means the employee's: partner; parent, step-parent, grandparent or surrogate parent; sister or brother, half-sister or half-brother; child, grandchild, step-child, father-in-law, mother-in-law, brother-in-law, or sister-in-law. In special circumstances, bereavement leave may include others.
- 29.05 Subject to operational requirements, an employee may be granted additional bereavement leave without pay upon request for up to ten days without loss of benefits under this agreement. An employee who is on bereavement leave without pay shall remain a member of the bargaining unit and is entitled to all

the benefits of this agreement except that the employee shall not accrue leave with pay during a period of bereavement leave without pay.

ARTICLE 30

SICK LEAVE/ FAMILY ILLNESS LEAVE

- 30.01 All full time employees may earn sick leave/family illness leave credits at the rate of one and one quarter (1 ¼) days per month for each month in which they receive ten (10) days pay.
- 30.02 Such credits may be carried over from one year to the next leave may be accumulated to a maximum of 110 days and there will be no payment upon termination, resignation or retirement.
- 30.03 Sick leave credits which the employee has accumulated entitle her to take sick leave with pay where she is unable to perform her duties due to illness or injury, travel for medical purposes or health reasons.
- 30.04 In instances of family illness where a dependent child requires attendance and where the child resides with the employee and no other arrangements can reasonably be made, then leave with pay to a maximum of five (5) days deducted from sick leave/family illness leave will be approved.
- 30.05 Additional paid leave may be granted in special circumstances.
- 30.06 A part-time employee shall earn sick/family illness leave credits in proportion to the average number of hours worked per day in relation to a full time employee in the same classification.