

Article 1
PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement, in the mutual interests of Caucus Members, those that perform management functions for the Caucus, and the employees, is to establish orderly collective bargaining between the Caucus and the union. This agreement attempts to provide the best possible working conditions including fair and equitable compensation and an efficient procedure for resolving grievances in order to develop and maintain a spirit of co-operation between the Caucus and the employees, and to further our doing an effective job together of representing constituents and advancing the message of the NDP in legislature and across the territory. The parties to this agreement recognize that the well-being of the Caucus and the employees depends upon the welfare of the Caucus as a whole because Caucus members are public office holders. Caucus members and employees hold positions of great trust. It is the desire of the Caucus and the union to provide full and efficient employment.
- 1.02 The parties agree that they will act reasonably, fairly, in good faith, and in a manner consistent with the Collective Agreement as a whole.
- 1.03 The parties shall comply with all of the provisions of the Canada Labour Code where applicable and the Yukon Employment Standards Act.

Article 2
DEFINITIONS

bargaining unit	- all employees of the Leader of the Yukon New Democratic Party in the Legislature, excluding Chief of Staff.
casual employee	an employee hired on a temporary basis to do temporary work or a special project. Unless the parties agree otherwise the employment period shall not exceed thirty (30) days.
caucus	- the elected members of the Yukon New Democratic Party in the assembly (“legislature”)
classification	- one of the positions identified in Schedule A of this agreement

continuous employment

/continuous service - the uninterrupted employment with the Yukon New Democratic Party in the Legislative Assembly and includes:
(a) the service of a sessional during the laid-off period between sittings;
(b) the service of a permanent lay-off rehired within a period of one year
(c) the service of an employee with the Government of the Yukon Territory if employed by such at time of hire.

date of signing -

employee - a member of the bargaining unit

employer - Leader of the Yukon New Democratic Party in the Yukon Legislative Assembly

fiscal year - April 1st to March 31st

gender - where the feminine gender is used it shall be considered to include the masculine gender unless any provisions of this Agreement otherwise specify

may - shall be regarded as permissive, “shall” and “will” as imperative, and “should” as informative only.

partner - the person with whom the employee lives as a couple, regardless of whether the person is the same sex or the opposite sex of the employee

sessional employee - an employee who is employed on a full-time or part-time basis during sittings of the Legislature in addition for up to a two week period prior to or continuous with such sittings of the Legislature.

term employee an employee hired to replace a permanent or sessional employee who is on an approved leave of absence.

union - the Public Service Alliance of Canada and/or the Yukon employees’ union

Article 3
APPLICATION

- 3.01 The provisions of this agreement apply to the union, the employees, and the employer.

Article 4
UNION RECOGNITION

- 4.01 The employer recognizes the union as the exclusive bargaining agent for all employees in the bargaining unit.
- 4.02 The employer agrees that there shall be no intimidation or discrimination against any employee by reason of her membership in the union, and the union agrees that there shall be no intimidation or discrimination on its part towards any employee or the employer.
- 4.03 The employer agrees that, given reasonable notice to the employer by the union, an accredited representative of the union appointed under Article 6 may be allowed access to the work premises for the purpose of investigating a grievance or a complaint by an employee or the union, provided the union representative requests permission for access directly or through an officer of the local union. Such permission will not be withheld unreasonably.
- 4.04 Where an accredited representative of the union enters the work premises as provided in 4.03 , she shall report to the supervisor of the employee before approaching the employee.

Article 5
UNION SECURITY

- 5.01 All employees shall be required to pay the union (through monthly payroll deduction) a sum of money equivalent to the membership dues of the union. Signing of the employer's commencement forms shall serve as the employee's authorization for the employer to deduct such dues.
- 5.02 An employee who declares in an affidavit that:
- (a) she is a member of a religious organization registered under the Income Tax Act;
 - (b) her religious organization prevents her from joining a union or making financial contributions to a union; and
 - (c) she will make a contribution equivalent to membership dues to a registered charitable organization of her choice
- shall not be subject to the provisions of this Article.

- 5.03 Subject to Clause 5.02 above, membership in the union shall be a condition of employment for all employees at all times.
- 5.04 The union shall inform the employer in writing of the authorized bi-weekly deduction to be checked off for each employee defined in Clause 5.01.
- 5.05 Deductions for union dues shall only be made to the extent that earnings are available. Where an employee does not have sufficient earnings in any pay period to permit deductions, the employer shall not make such deductions from subsequent salary.
- 5.06 No employee organization, as defined by the Canada Labour Code, other than the union, shall be permitted to have membership dues and/or other monies deducted by the employer from the pay of employees in the bargaining unit.
- 5.07 The amounts deducted in accordance with the Clause 5.01 shall be remitted to the union by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on her behalf.
- 5.08 The employer agrees to continue the past practice of making deductions for other purposes on the basis of production of appropriate documentation.
- 5.09 The employer agrees to report the amount of union dues paid by each union member on their T-4 slip.

Article 6

APPOINTMENT OF UNION REPRESENTATIVES

- 6.01 The employer acknowledges the right of the union to appoint employees as representatives.
- 6.02 The union shall determine the number of representatives and the jurisdiction of each representative, having regard to the plan of organization, the distribution of employees at the work place and the administrative structure implied by the grievance procedure covered by this agreement.
- 6.03 The union shall provide the employer with a list of its accredited representatives and will inform the employer of any revision to the list that may be made from time to time, and the employer shall provide the union upon request with a list of employees representing the employer at the various levels of the grievance process.

Article 7
TIME OFF FOR UNION BUSINESS

- 7.01 If the requirements of clauses 7.02 and 7.03 below are met, a union representative appointed under Article 6 shall not suffer any loss of pay as a result of undertaking the following responsibilities on behalf of the union during her regularly scheduled work time:
- (a) investigating a grievance or complaint of an urgent nature;
 - (b) meeting with management to deal with a grievance;
 - (c) attending a meeting of the Labour-Management Relations Committee under Article 39, or any other meeting called by management;
 - (d) attending an arbitration hearing under Article 28;
 - (e) attending a hearing before the Canada Labour Relations Board, other than a hearing concerning certification; or
 - (f) attending meetings with a conciliation officer or conciliation board under the Canada Labour Code.
- 7.02 A union representative shall obtain the permission of her immediate supervisor before leaving her work to carry out any of the responsibilities listed in Clause 7.01, which permission shall not be unreasonably withheld.
- 7.03 Only one union representative at one time may undertake any of the responsibilities listed in Clause 7.01 during work time, unless the employer has specifically requested the involvement of more than one union representative.
- 7.04 An employee shall not suffer any loss of pay as a result of:
- (a) meeting with management to deal with a grievance;
 - (b) appearing as a witness for the employer at any arbitration hearing or a hearing of a conciliation officer, a conciliation board, or the Canada Labour Relations Board; or
 - (c) being called as a witness by a conciliation officer, a conciliation board or the Canada Labour Relations Board.
- 7.05 Where operational requirements permit, the employer will grant leave without pay to a maximum of two employees for the purpose of attending contract negotiation meetings on behalf of the union. For all purposes besides pay, this time shall be deemed to be time worked for the employees.
- 7.06 If an employee was granted leave without pay to attend the initial contract negotiation meeting on behalf of the union, she shall, notwithstanding the limit of two employees in Clause 7.05, be granted leave without pay in

accordance with Clause 7.05 to attend subsequent contract negotiation meetings.

- 7.07 In addition to the leave without pay described in Clause 7.05, a union representative may be granted up to 7 days leave without pay per fiscal year on the same terms set out in Clause 7.05 for the purpose of union business or attendance at conferences or seminars. Subject to operational requirements and with prior authorization of the employer and upon submission of a leave form, an employee may be granted additional leave without pay for a union school and other union training opportunities.
- 7.08 The employer agrees to authorize a leave of absence without pay to an employee who is elected as President of the Yukon employees' union (YEU) subject to the following conditions:
- (a) The authorized leave will be for the term of appointment designated by the union to a maximum of three (3) years.
 - (b) Upon expiry of the term of office, the employee will assume the duties of the position held by the employee prior to the leave of absence. An employee who is re-elected for subsequent term(s) will be guaranteed a position at the same level held before the leave of absence.
 - (c) If the employee ceases to hold office, she will resume the position held prior to the leave of absence.
 - (d) The union agrees to provide the employer with one month's written notice of the commencement and termination of this leave of absence.
 - (e) During such leave of absence, no benefits under this agreement will accrue or be paid by the employer.
- 7.09 Employees who are on union leave without pay under clauses 7.04 to 7.06 above shall remain on the employer's payroll. The union will reimburse the employer for loss of gross salary upon billing by the employer. Wherever possible the union shall reimburse the employer within 30 calendar days of receiving an invoice for loss of salary.

Article 8 **INFORMATION**

- 8.01 The employer shall provide the union with a quarterly report giving the following information:
- (a) the names of each employee hired since the last report,
 - (b) the location and classification of each employee,
 - (c) the employees promoted, demoted or transferred since the last report,

- (d) the employees terminated and the reasons therefore,
- (e) bargaining unit vacancies.

In the event the above information has not changed no report is necessary.

- 8.02 When offering a person employment in the bargaining unit, the employer shall inform the prospective employee of all the terms of Article 5 (union Security).
- 8.03 At the time of hire, the employer shall inform new members of the bargaining unit, or employees appointed to new positions in the bargaining unit, of the name(s) of the union representative(s) at their workplace.
- 8.04 The employer shall photocopy and distribute copies of this agreement to new members of the bargaining unit at the time of hire.
- 8.05 If this agreement is renewed or amended by the parties, the employer shall photocopy and distribute the new version to all members of the bargaining unit.
- 8.06 If a letter of understanding is signed by the parties interpreting or modifying this agreement, the employer shall provide a copy to each employee.
- 8.07 As part of orientation for new employees, the employer agrees to provide for a thirty (30) minute meeting with a union representative for the purpose of acquainting a new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the union.

New Caucus Members

- 8.08 The Party Leader, or designate shall advise each New Democratic Party candidate in a territorial election of the existence of a Collective Agreement between the Caucus and the union.
- 8.09 The Party Leader, Caucus Chair or designate shall approach each newly elected Caucus Member for the purpose of explaining the Collective Agreement.
- 8.10 Unless otherwise agreed to by both parties, at the caucus meeting following a general election, and prior to the first sitting of the next legislature, a workshop, jointly developed by the employer and the union, shall be conducted for newly elected Members of the Legislature at which time basic orientation in the collective agreement and its application to Members and their staff shall be provided.

Article 9
BULLETIN BOARD SPACE

- 9.01 The employer shall provide bulletin board space in a reasonable location clearly identified for the use of the union for posting notices pertaining to elections, appointments, meeting dates, news items, and social/recreational affairs.

Article 10
JOB SECURITY

- 10.01 There shall be no contracting out of bargaining unit work.
- 10.02 Subject to the provisions of the collective agreement persons whose jobs are not in the bargaining unit shall not routinely work on any jobs included in the bargaining unit unless other staff is unavailable, or there is an emergency.
- 10.03 No employee shall be required or permitted to make a written or verbal agreement with the employer which may conflict with the terms of this agreement.
- 10.04 All rights, benefits, privileges and working conditions of the employees at the time of certification shall continue so long as they are not inconsistent with this agreement, but may be changed by mutual consent of the employer and the union.

Article 11
NO DISCRIMINATION

- 11.01 All employees, and the employer, are entitled to work in an environment free of discrimination on the basis of their:
- (a) ancestry, including colour and race
 - (b) national origin
 - (c) ethnic or linguistic background or origin
 - (d) religion or creed, or religious belief, religious association, or religious activity
 - (e) age
 - (f) gender, including pregnancy or pregnancy-related conditions
 - (g) sexual orientation

- (h) gender identity
- (i) physical or mental disability
- (j) criminal charges or criminal record
- (k) political belief, political association, or political activity
- (l) marital or family status
- (m) physical appearance or attributes
- (n) source of income
- (o) place of residence
- (p) union activity or membership, or
- (q) actual or presumed association with others identified by the above characteristics.

11.02 It is discrimination to treat an employee or the employer unfavourably because of one of the grounds set out above, unless there is reasonable cause to do so as defined in Section 10 of the Yukon Human Rights Act.

11.03 The employer, the employees and the union shall not engage in discriminatory conduct in their dealings with each other.

11.04 It is the employer's responsibility to promote a discrimination-free workplace and eliminate discrimination in the workplace as soon as the employer is aware of it.

11.05 Disciplinary measures or grievances arising from discriminatory conduct will be handled as quickly and confidentially as possible. Any level of the grievance procedure may be waived by the employee if the person hearing the grievance is the subject of the complaint.

11.06 Special programs and employment equity programs designed to prevent or reduce disadvantage resulting from systemic discrimination are permitted in accordance with the Yukon Human Rights Act. Before implementing this type of program, the employer will consult with the Yukon Human Rights Commission, the Labour-Management Relations Committee, and the union.

