

Article 26
TRANSFER RIGHTS

26.01 An employee who was employed by the Yukon Government at the time of hire shall be eligible to transfer all benefits as provided for in the Cabinet and Caucus employees Act.

Benefits for permanent employees appointed after the Date of Certification

26.02 Subject to the Cabinet and Caucus Employees Act, the parties agree that the rights, benefits, privileges and working conditions of permanent employees in established positions at the time of certification shall also be provided to employees appointed to permanent positions after the date of certification, so long as they are not inconsistent with this agreement, but may be changed by mutual consent of the Employer and the union.

Article 27
DISCIPLINE

27.01 A disciplinary infraction is an act or conduct on the part of an employee which amounts to a breach of this agreement, a breach of the Cabinet and Caucus employees Act or a breach of the employer's policies in the workplace.

27.02 Disciplinary action means action taken by the employer to stop or deter a disciplinary infraction, including:

- (a) a notation on the employee's personnel file
- (b) a written warning
- (c) specific written expectations which the employee is required to meet
- (d) a written reprimand
- (e) a suspension with or without pay
- (f) a demotion, or
- (g) a dismissal.

27.03 The order of the above disciplinary actions is not necessarily sequential, nor do clauses (a) through (d) above reflect an increasing severity.

27.04 A verbal warning or suggestion for improvement does not constitute disciplinary action.

27.05 The employer will take disciplinary action only where there is just cause, upon being satisfied on reasonable grounds that the employee has committed the disciplinary infraction.

27.06 Disciplinary action (except for dismissal) is intended to correct and deter further disciplinary infractions, not punish the employee. The employer

will use the least serious form of disciplinary action which will likely stop or deter further disciplinary infractions by the employee.

- 27.07 Before beginning an investigation into a disciplinary infraction, the employer will inform the employee of the intention to conduct an investigation and the grounds for doing so, unless there is reasonable cause to withhold this information from the employee.
- 27.08 Where the employer provides the information to the employee under Clause 27.07, the employer shall also inform the employee of her rights under Clause 27.09.
- 27.09 Before any disciplinary action is taken against an employee, the employer shall give the employee an opportunity, as soon as possible at a time and location convenient to the employee and employer, to present her version of the facts to the employer either alone or, if the employee wishes, with a union representative present.
- 27.10 Where the employer is contemplating suspension, demotion or dismissal for a disciplinary infraction, the employer may suspend the employee for up to three regular shifts with pay while deciding what disciplinary action is appropriate.
- 27.11 If any disciplinary action is taken against an employee, the employer will give the employee written notice of the specific disciplinary action taken, the reasons for it, the effective date it commences, and any financial implications for the employee.
- 27.12 A copy of the notice shall be placed on the employee's personnel file, and a copy sent to the union.
- 27.13 Only disciplinary action documented on the employee's personnel file in accordance with this Article may be introduced as evidence at any hearing relating to disciplinary action, such as a grievance arbitration.
- 27.14 No document, including any performance evaluation review, from the employee's personnel file may be introduced at a hearing related to disciplinary action if the employee was not aware of the document at the time of filing, or within a reasonable time thereafter.
- 27.15 The employer will remove any notice of disciplinary action from the employee's personnel file once the employee has attained a 24-month period without further disciplinary action having been taken.
- 27.16 An employee shall have access to her personnel file upon request, in the presence of the employer, and may have a copy of any document if she wishes.
- 27.17 If the employee consents in writing, the union representative may have the same rights as the employee in Clause 27.16.
- 27.18 An employee who is found to have been unjustly suspended, demoted or dismissed shall receive all rights or benefits to which she would otherwise

have been entitled, retroactive to the date of the wrongful suspension, demotion or dismissal.

Article 28

GRIEVANCE PROCEDURE

- 28.01 An individual employee or group of employees who have 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 28.07 and may be assisted and/or represented by the union at any level.
- 28.02 At any time the union may bring forward a Policy grievance on behalf of an individual or the union concerning the interpretation of the Collective Agreement.
- 28.03 Any grievance filed by an employee dealing with the application or interpretation of the Collective Agreement requires the union's approval.
- 28.04 The Chief of Staff is authorized to receive grievances on behalf of the employer.
- 28.05 No particular form is necessary as long as the document indicates it is a grievance.
- 28.06 An employee is expected to discuss any dispute prior to filing a grievance and may be assisted by the union at such discussions.
- 28.07 A grievance must be filed within fifteen (15) calendar days after the cause of the grievance arose unless the grievor is not at work during that period, in which case the time limit is extended to fifteen (15) calendar days following the day they return.
- 28.08 Any time limit in the grievance procedure may be extended by consent of the parties.
- 28.09 The Chief of Staff shall hold a hearing within fifteen (15) calendar days of receiving the grievance and respond in writing within fifteen (15) calendar days of such hearing.
- 28.10 If the grievor or the union are not satisfied with the response of the Chief of Staff it may be referred to the Leader of the Yukon New Democratic Party in the Legislature within fifteen (15) calendar days of the response under Article 28.09.
- 28.11 The Leader of the Yukon New Democratic Party in the Legislature shall hold a hearing within fifteen (15) calendar days of receiving the referral under Article 28.10 and respond in writing within fifteen (15) calendar days of such hearing.
- 28.12 If the union or the grievor (with the union's approval if an application or interpretation of the Collective Agreement) are not satisfied with the reply

under Article 28.11 they may refer the matter to third party Arbitration within thirty (30) calendar days of receipt of such reply.

Arbitration

- 28.13 The parties agree that arbitration referred to in Article 28.12 shall be by a single arbitrator.
- 28.14 The Arbitrator shall be selected by mutual agreement of the parties and the Arbitrators costs shall be shared equally by the parties.
- 28.15 Failing mutual agreement under Article 28.14 either party may ask the Federal Minister of Labour to appoint a third party Arbitrator.
- 28.16
- (a) The arbitrator has all of the powers granted to arbitrators under the Canada Labour Code, Part I in addition to any powers contained in this agreement.
 - (b) The arbitrator shall hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the parties and upon any employee affected by it.
 - (c) The award of the arbitrator shall be signed by him/her and copies thereof shall be transmitted to the parties to the dispute.
- 28.17 The arbitrator shall not have the authority to alter or amend any of the provisions of the Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.

Mediation

- 28.18 The parties may agree to refer any grievance or dispute to mediation, in which case they shall determine mutually acceptable terms for the appointment of a mediator. Each party shall pay one half of the fees and expenses of the mediator.
- 28.19 Any party named above, if the subject of the grievance, shall be waived as a level in the grievance procedure and it shall proceed to the next level up to and including the Mediation or Arbitration level.

Article 29

SAFETY AND HEALTH

- 29.01 The parties agree the provisions of the Yukon Occupational Health and Safety Act apply to the employer and the bargaining unit members. Further the parties agree the provisions of the Act dealing with the appointment and authority of a Safety Representative shall apply to the employer and the bargaining unit.

29.02 Any issues that arise pursuant to this Article will be referred to the Labour-Management Relations Committee (Article 39) for resolution.

Article 30
VACATION LEAVE

- 30.01 A permanent employee is entitled to take vacation leave with pay, provided the employee has earned vacation leave credits.
- 30.02 On initial hire, a permanent employee shall have his/her anticipated yearly vacation leave credits advanced on a prorated basis. Thereafter, a permanent employee shall have his/her anticipated yearly vacation leave credits advanced April 1 of each year.
- 30.03 A permanent employee who has received pay for at least ten (10) days in a calendar month shall earn vacation leave credits for that month at the following rates:

<u>Years of Continuous Service</u>	<u>Monthly Accrual Rate</u>
In the first and subsequent	1 2/3 days
In the fourth and subsequent	2 1/12 days
In the fifteenth and subsequent	2 ½ days
In the twenty-sixth and subsequent	2 11/12 days

- 30.04 Where, in respect of any period of vacation leave, an employee
- (a) is granted bereavement leave; or
 - (b) is granted sick leave; or
 - (c) is granted family illness leave,
- the period so displaced shall either be added to the vacation period, if requested by the employee and approved by the employer, or reinstated for use at a later date.

- 30.05
- (a) Where, in any calendar year, a permanent employee has not been granted all of the vacation leave credited to him/her, the unused portion of his/her vacation leave shall be carried over into the following year.
 - (b) Vacation leave may be accumulated up to a maximum of two (2) years and that portion of vacation leave credits not liquidated by December 1st of the third year shall be paid off in cash by the pay day immediately proceeding Christmas of that year.
- 30.06
- (a) The employer shall make every reasonable effort to grant to a permanent employee the period of vacation leave requested by

him/her provided the employee has completed the appropriate vacation leave application form and submitted it to his/her employer.

- (b) The employer will reply to a permanent employee's written authorized vacation leave request in (1) above, as soon as practicable with respect to the approval or disapproval of the request for vacation leave, and in any event, within three (3) weeks of the date of receiving the employee's written request. Where the employer alters or disapproves the vacation leave request, the employer shall give specific reasons in writing for such alteration or disapproval if requested in writing by the permanent employee.
- (c) Failure to respond to the vacation leave request within the time period provided for in paragraph (2) above shall indicate to the permanent employee that his/her vacation leave has been approved.
- (d) A permanent employee whose period of vacation leave has been authorized, but due to operational requirements is subsequently denied, shall be reimbursed for non-refundable deposits forfeited as a result.

30.07

- (a) On termination, a permanent employee or his/her Estate shall be paid cash for any vacation leave credits outstanding.
- (b) At the permanent employee's request, he/she shall be granted vacation leave earned but not used by him/her before his/her employment is terminated by lay-off, if the period of leave will permit him/her to meet the minimum requirements for severance pay.

30.08

- (a) When, during a period of vacation leave, a permanent employee is recalled to duty, he/she shall be reimbursed for reasonable expenses incurred as normally defined by the employer in the Yukon Government Travel Directive, in proceeding to his/her place of duty. In addition, the permanent employee shall be reimbursed for any non-refundable deposits forfeited as a result of recall. If the permanent employee immediately resumes vacation upon completing the assignment for which he/she was recalled, he/she shall be reimbursed for expenses incurred on the return trip.
- (b) The permanent employee shall not be considered as being on vacation leave during any period in respect of which he/she is entitled under 30.08(1) to be reimbursed for reasonable expenses incurred by him/her.
- (c) Where a permanent employee on vacation leave is recalled to duty, the employee will be entitled to one extra day of vacation leave.

Vacation Entitlement – sessional

- 30.09 (a) All sessional employees shall receive vacation pay at the rate of eight percent (8%) of regular salary in lieu of vacation leave credits.
- (i) In the seventh (7th) sitting of the legislature from the date of his/her initial hire, an sessional employee shall be entitled to receive vacation pay at the rate of ten percent (10%) of regular salary in lieu of vacation leave credits.
 - (ii) In the twenty-fifth (25th) sitting of the legislature from the date of his/her initial hire, an sessional employee shall be entitled to receive vacation pay at the rate of twelve percent (12%) of regular salary in lieu of vacation leave credits.
 - (iii) In the forty-ninth (49th) sitting of the legislature from the date of his/her initial hire, an sessional employee shall be entitled to receive vacation pay at the rate of fourteen percent (14%) of regular salary in lieu of vacation leave credits.
 - (iv) "Regular salary" shall mean the sessional employee's base pay paid to him/her by the employer, exclusive of premium payments, overtime and any other allowances or payments.
- (b) sessional employees shall be provided their vacation pay entitlement on a biweekly basis in accordance with article 16.02.

Article 31
BEREAVEMENT LEAVE

- 31.01 Upon the request of an employee, the employer shall grant the employee bereavement leave for up to four working days where there is a death in the employee's family.
- 31.02 In lieu of the leave in Clause 31.01 above, the employer shall, upon the request of the employee, grant the employee bereavement leave with pay for up to four working days where there is an imminent death in the employee's family. The employer may request a physician's statement to verify this.
- 31.03 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 three days.
- 31.04 For the purpose of this Article, "family" means the employee's:
- (a) father or mother
 - (b) step-father or step-mother
 - (c) foster parent

- (d) grandparent or grandchild
- (e) sister or brother
- (f) step-sister or step-brother
- (g) partner
- (h) child, step-child or partner's child
- (i) partner of the employee's child, step-child or partner's child
- (j) partner's parent or sibling
- (k) aunt or uncle
- (l) niece or nephew
- (m) any other person residing with the employee at the time of death or imminent death.

31.05 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 32 **SICK LEAVE**

Sick Leave Credits

- 32.01 A regular employee 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.
- 32.02 A sessional employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each twenty-one (21) days worked.
- 32.03 All unused sick leave credits shall be carried over from one year or sitting of the Legislature to the next and shall be accumulated indefinitely.

Granting of Sick Leave

- 32.04 (a) In determining the eligibility of an employee for an advance of sick leave, the employer 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.
- (b) An advance of sick leave credits shall be repaid by deduction from future sick leave credits, or, where the employee's service terminates before the advance is repaid, by a deduction from compensation otherwise owed to the employee.

- (c) An employee shall be granted sick leave provided that:
 - (i) he/she satisfies the employer as to his/her entitlement in the manner prescribed in paragraph (d) below; and
 - (ii) 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 the Chief of Staff.

- (d) Pursuant to (c) above, the Chief of Staff, 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:
 - (i) by presentation of a medical certificate indicating that, in the judgment of the attending physician, the employee was or is incapable of performing his/her duties; or
 - (ii) 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.

- (e) An employee will ordinarily be deemed to have satisfied the requirements of (d)(i) or (ii) if he/she provides either of the documents described above. However, in circumstances where the employer is not satisfied that the regular employee is, or was incapable of performing his/her duties, the employer may, at the employer's expense, require the employee to attend a physician of the employer's choice for a medical examination and the employer shall be bound by the advice of this physician as to the ability or inability of the employee to perform his/her duties.
 - (f) 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.
- 32.05 (a)
- (i) A regular employee who retires 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.
 - (ii) Such pre-retirement leave shall be taken during the period immediately prior to the employee's effective date of retirement.

- (iii) At the request of the employee, the provisions of (b) below shall apply to a retiring employee, in lieu of pre-retirement leave.
 - (iv) employees on pre-retirement leave shall not continue to accrue sick leave.
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- (b) An 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.
 - (c) For purposes of Article 32.05 , "earned sick leave" shall be interpreted as including only sick leave earned while the employee is employed by the New Democratic Party Caucus in the Yukon Legislative Assembly.
 - (d) 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.

Article 33
FAMILY ILLNESS LEAVE

- 33.01 Where a permanent employee is required to care for a sick family member permanently residing in her home, the employer shall grant leave with pay for up to five (5) days per year.
- 33.02 Where the sessional employee is required to care for a sick family member permanently residing in her home, Clause 33.01 applies to her/him during their sessional work assignment to a maximum of 4 days per calendar year.
- 33.03 For the purposes of this Article, a sick family member includes one who is ill or injured, or in quarantine, or who must travel for medical purposes or attend an appointment for medical reasons.
- 33.04 An employee who has used up her leave under this Article may, if she requires further leave for family illness purposes as defined by this Article, use any of her own sick leave, vacation leave or compensatory leave before taking leave without pay.
- 33.05 Family illness leave does not accumulate from year to year.
- 33.06 For the purpose of this Article family member is defined as per Article 31.03.

Article 34
INJURY ON DUTY LEAVE

- 34.01 Subject to Clause 34.02, an employee shall be granted leave for such reasonable period of time as may be determined by the employer where the Workers' Compensation Board determines that the employee is unable to perform her duties because of:
- (a) personal injury accidentally received in the performance of her duties and not caused by the employee's willful misconduct;
 - (b) sickness resulting from the nature of her employment;
 - (c) exposure to hazardous conditions in the workplace.
- 34.02 An employee will be paid 75% of her wages while on leave, provided that:
- (a) the Workers Compensation Board will pay her 75% of her lost wages due to the injury throughout the period of the leave, and
 - (b) she agrees to assign to the employer any amount received by her for loss of wages from the Workers' Compensation Board in settlement of any claim she may have in respect of such injury.
- 34.03 Where an employee has been granted sick leave, and is subsequently approved for injury on duty leave for the same period, any sick leave credits used shall be reinstated to the employee.
- 34.04 While on injury on duty leave, the employee shall remain a member of the bargaining unit and shall receive all the benefits of this agreement except that the employee shall not accrue leave with pay, or take leave with pay, during a period of injury on duty leave.
- 34.05 Monies advanced to the employee under this Article and not reimbursed to the employer at the time of termination may be deducted from any monies owed to the employee.
- 34.06 In the event that an employee is unable to perform her duties as a result of a personal injury suffered while off duty, but related to the performance of her job duties, the employer and union will meet to discuss reasonable terms of assistance for the employee.

Article 35
PARENTAL/COMPASSIONATE LEAVE

35.01 Maternity Leave

- (a) 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:

- (i) 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.
 - (ii) Notwithstanding sub-paragraph (1)(a) above, a permanent 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.
 - (iii) An 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 the Sick Leave Article shall include medical disability related to pregnancy.
 - (iv) Where the employee's new-born child is born prematurely, or is born with or contracts a condition that requires its hospitalization within the twenty-six (26) week period defined in sub-paragraph (a) above, the period of maternity leave without pay therein defined may be extended beyond the date falling twenty-six (26) weeks after the date of childbirth by a period equal to the period during which the child is hospitalized. This extension shall end no later than fifty-two (52) weeks after the termination date of pregnancy.
- (b) At its discretion, the employer may require an employee to submit a medical certificate certifying pregnancy.
- (c) 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.
- (d) (i) 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. An employee who fails to provide such notice may be terminated by the employer.

- (ii) Before returning to work, the employee must give the employer at least one week's notice of her intended date of return.
- (e)
 - (i) 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 permanent employees. Time spent on such leave shall be counted for pay increment purposes for employees.
 - (ii) A sessional employee shall be credited, for severance pay purposes only, during the length of the leave with the following number of regular working hours:
 - 1) for sessional employees - the number of regular working hours that the employee would have worked, if not on leave, during the employee's specific period of sessional employment (pursuant to Article 17.07;
- (f) The following provisions shall apply only to permanent employees and sessional employees:
 - (i) After completion of one (1) year continuous employment, an employee who:
 - 1) agrees to return to work for a period of at least six (6) months after the expiry of her maternity leave, and
 - 2) 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.

- (ii) An employee under paragraph (i) above shall sign an agreement with the employer, providing that:
 - 1) she will return to work after the expiry of her maternity leave, unless this date is modified with the employer's consent; and
 - 2) she will work for a period of at least six (6) months after her return to work; and
 - 3) should the employee fail to return to work as per the provisions of sub-paragraphs (1) and (2) 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.

- (iii) 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:
- 1) 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.
- (iv) The weekly rate of pay referred to in paragraph (iii) above shall be:
- 1) for an employee, the weekly rate of pay for the classification to her position to which she is entitled on the day immediately preceding the commencement of her maternity leave;
 - 2) where an employee becomes eligible for a pay increase or an economic adjustment during the SEIB Plan period set out in paragraph (iii) above, the employee's weekly rate of pay in sub-paragraphs (1) above shall be adjusted accordingly.
- (v) An employee who is on lay-off status shall not be entitled to receive any allowance payment under the SEIB Plan pursuant to paragraph (iii) above.
- (vi) A sessional employee who has been temporarily laid-off shall not be entitled to receive any allowance payment under the SEIB Plan pursuant to paragraph (iii) above. Furthermore any allowance payments which are being made to a sessional employee pursuant to paragraph (iii) above shall cease effective the last working day of the specific period of sessional employment.
- (vii) For the purpose of payments received under the Supplemental Employment Insurance Benefit Plan, the Plan shall provide that:

- 1) the employees have no vested right to payment under the plan except to payments during a period of unemployment specified in the plan; and
 - 2) 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.
- (g) (i) An 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 35.01(f)(iii), elect to receive the cash payment as follows:
- 1) a cash payment equivalent to the allowance the employee will receive in maternity benefits for two (2) weeks from the Employment Insurance Commission; or
 - 2) in the case of an employee not entitled to the Employment Insurance benefit referred to in (1) above, an equivalent cash payment.
- (ii) 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 the Collective Agreement.
- (iii) Where an employee is paid the cash payment provided under (i) 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.
- (h) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay entitlement for sessional employees.

35.02 Parental Leave

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.

Maternity

- (a) (i) Parental leave taken in conjunction with maternity leave shall be subsequent to and continuous with maternity leave.
- (ii) Parental leave taken in conjunction with maternity leave shall not extend the total leave (maternity and parental combined) beyond fifty-two (52) weeks.
- (iii) Parental leave without pay and maternity leave without pay after the termination of pregnancy utilized by an employee-couple in conjunction with the birth of their child shall not exceed a total of fifty-two (52) weeks for both employees combined, and the leave shall be taken in a single continuous period by each of the employees. Where both employees are employees of the New Democratic Party Caucus in the Yukon Legislative Assembly both employees shall not be off on their respective leaves at the same time.

Adoption

- (b) (i) An employee who adopts a child shall be granted leave without pay for a period not to exceed fifty-two (52) weeks for the purpose of adoption. An employee who intends to request parental leave shall make every effort to provide at least five (5) weeks notice to the employer in advance of the expected date of adoption. Such leave may not commence at a date earlier than one (1) week prior to the expected date of adoption. The parties agree that it is not the intent of an employee to be granted parental leave where there was a pre-existing relationship between the employee and the child being adopted.
- (ii) The employee shall be required to furnish proof of adoption.
- (iii) Where both parents are employees of the New Democratic Party Caucus in the Yukon Legislative Assembly, they may both apply for parental leave provided the combined total of such leave does not exceed fifty-two (52) weeks and is taken in a single continuous period by each of the employees. Where both employees are employees of the New Democratic Party Caucus in the Yukon Legislative Assembly both employees shall not be off on parental leave at the same time.

Paternity

- (c) (i) A male employee who intends to request parental leave shall notify the employer at least fifteen (15) weeks in advance of the expected date of the birth of his child.
- (ii) A male employee may request parental leave without pay at least four (4) weeks prior to the expected date of the birth of

his child, and subject to paragraphs (c) and (d) below of this Clause, shall be granted parental leave without pay for a period beginning on the date of the birth of his child (or at a later date to be requested by the employee) and ending not later than fifty-two (52) weeks after the date of the birth of his child.

- (iii) The employer may:
 - 1) 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 (2) above.
 - 2) Require an employee to submit a birth certificate of the child.
- (iv) Parental leave without pay and maternity leave without pay after the termination of pregnancy utilized by an employee-couple in conjunction with the birth of their child shall not exceed a total of fifty-two (52) weeks for both employees combined, and the leave shall be taken in a single continuous period by each of the employees. Where both employees are employees of the New Democratic Party Caucus in the Yukon Legislative Assembly both employees shall not be off on their respective leaves at the same time.

General Terms

- (d) Before returning to work, the employee must give the employer at least one (1) week notice of his/her intended date of return.
- (e) (i)
 - 1) 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 permanent employees. Time spent on such leave shall be counted for pay increment purposes for permanent employees.
 - 2) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay entitlements for sessional employees.
 - 3) for sessional - the number of regular working hours that the employee would have worked, if not on leave, during the employee's specific period of sessional employment;

Supplementary Employment Insurance Plan benefit

- (f) The following provisions shall apply:
- (i) After completion of one (1) year continuous employment, an employee who:
 - 1) agrees to return to work for a period of at least six (6) months after the expiry of his/her parental leave, and
 - 2) 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.

- (ii) An employee under paragraph (i) above shall sign an agreement with the employer, providing that:
 - 1) 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
 - 2) he/she will work for a period of at least six (6) months after his/her return to work; and
 - 3) should the employee fail to return to work as per the provisions of sub-paragraphs (1) and (2) above the employee agrees that he/she is indebted to the employer for the full amount received as parental leave allowance.
- (iii) 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:
 - 1) 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
 - 2) 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

- (iv) The weekly rate of pay referred to in paragraph (iii) above shall be:
- 1) for a full-time employee, the weekly rate of pay for the classification to his/her position to which he/she is entitled on the day immediately preceding the commencement of his/her parental leave;
 - 2) for a part-time employee, the weekly rate of pay for the classification 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.
 - 3) Where an employee becomes eligible for a pay increase or an economic adjustment during the SEIB Plan period set out in paragraph (iii) above, the employee's weekly rate of pay in sub-paragraphs (1) and (2) above shall be adjusted accordingly.
- (v) A permanent employee who is on lay-off status shall not be entitled to receive any allowance payment under the SEIB Plan pursuant to paragraph (iii) above.
- (vi) A sessional employee who has been temporarily laid-off or who is on off-duty status shall not be entitled to receive any allowance payment under the SEIB Plan pursuant to paragraph (iii) above. Furthermore any allowance payments which are being made to a sessional employee pursuant to paragraph (iii) above shall cease effective the last working day of the specific period of sessional employment.
- (vii) For the purpose of payments received under the Supplemental Employment Insurance Benefit Plan, the Plan shall provide that:
- 1) the employees have no vested right to payment under the plan except to payments during a period of unemployment specified in the plan; and
 - 2) 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.

35.03 Compassionate Care 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 36

COMPASSIONATE LEAVE TRANSFER

36.01 An employee may, for compassionate reasons, voluntarily transfer their own vacation and/or compensatory leave credits to another employee. Such transferred leave credits may only be taken as leave and may not be cashed out.

Article 37

CARE OF IMMEDIATE FAMILY

- 37.01 Both parties recognize the importance of access to leave for the purpose of care for the immediate family.
- 37.02 For the purpose of this Article, family is defined as spouse (or common-law spouse resident with the employee), children (including foster children or children of legal or common-law spouse), parents (including step-parents or foster parents) or any relative permanently residing in the employees household or with whom the employee permanently resides.
- 37.03 Subject, to 37.02, an employee (excluding casual or term) shall be granted leave without pay for Care of Immediate Family. The total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment with the Employer.
- 37.04 An employee shall provide the Employer advance notice in writing of at least three (3) months of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given.

Article 38

LEAVE OF ABSENCE

38.01 An employee (excluding casuals and terms) is eligible to apply for leave without pay for a period of up to one (1) year where they have completed three (3) years of continuous service with the employer. Permission will not be unreasonably withheld.

- 38.02 An employee on a leave of absence under this Article shall remain a member of the bargaining unit.
- 38.03 An employee (excluding casuals and terms) shall provide at least three (3) months notice of a request where possible and the employer shall make every reasonable effort to respond within three (3) weeks.
- 38.04 Upon returning from the unpaid leave, the employee shall resume their previous position.

Article 39

LABOUR-MANAGEMENT COMMITTEE

- 39.01 In the interests of working cooperatively to lead to a better performing workplace and more effective organization, a Labour-Management Committee shall be created, consisting of an equal number of representatives from the union and employer. Participation in Committee meetings from non-representatives may be granted by mutual consent.
- 39.02 Discussions within this Committee may include any matter of mutual concern to the parties and are not restricted to matters within this collective agreement.
- 39.03 The Committee shall meet quarterly or at the request of either party, for the purpose of discussing matters of concern. The Committee shall have the power to make recommendations to the union and to the employer.
- 39.04 The preparation of meeting agendas, ensuring that minutes are processed, signed by both parties, and distributed and posted as soon as possible for the information of all employees shall be rotated between union and employer.
- 39.05 Time spent by employees in carrying out the functions of the Committee shall be considered time worked.
- 39.06 As much as reasonable practicable, meetings of the Committee shall take place at such times that employees shall not be incurring overtime hours while in attendance at the meetings.

Article 40

NO STRIKES OR LOCKOUTS

- 40.01 The employer agrees that it will not cause or direct any lockout of its employees during the term of this agreement.
- 40.02 The union agrees that there will be no strike, work stoppage, or slowdown during the term of this agreement. The union agrees that if any such action takes place, it will repudiate it forthwith and require the employees to return to work.

40.03 employees covered by this agreement shall have the right to refuse to cross a picket line. No employee shall be disciplined by the employer for exercising the right guaranteed in this clause.

Article 41

MANAGEMENT RIGHTS

41.01 In matters not covered by this agreement, the employer retains right to manage its affairs in its own discretion. However, the employer agrees to exercise its authority in matters concerning working conditions in a fair and reasonable way consistent with the provisions, and the spirit, of this agreement.

Article 42

POST RESIGNATION MEETING

42.01 An employee who resigns may request a meeting with the Party Leader to discuss the reasons for their resignation. If an employee requests such a meeting the Party Leader will comply within ten (10) days.

Article 43

PREMIUM PAYMENT TO SESSIONAL EMPLOYEES

43.01 A sessional employee shall be paid one dollar and fifty cents (\$1.50) per regular hour worked in lieu of all health, welfare and pension benefits.

Article 44

SOCIAL JUSTICE FUND

44.01 The employer shall contribute one cent (.01) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit, commencing on the date that the PSAC Social Justice Fund receives charitable status from the Canada Customs and Revenue Agency. Contributions to the Fund will be made annually, immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

Article 45
DURATION AND RENEWAL

- 45.01 This agreement shall be binding and remain in effect from April 1 2010 to March 31, 2012.
- 45.02 Unless otherwise specified, all provisions of this Agreement take effect on the date of ratification, unless otherwise provided for.
- 45.03 The provisions of this Agreement, including the provisions for processing of grievances under Article 28, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.
- 45.04 Within four (4) months preceding the termination of this Agreement, either party may be written notice require the other party to begin bargaining collectively with a view to the conclusion, renewal or revision of this Collective Agreement.
- 45.05 This Agreement may be amended by mutual consent.
- 45.06 Where notice to commence collective bargaining has been given under Clause 45.04, the employer shall not without consent by or on behalf of the employee affected, increase or decrease salaries or alter any other term or condition of employment of employees in the bargaining unit which was in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new Collective Agreement, has been concluded.

Signed at Whitehorse, this day of the month of 2010.

**The New Democratic Caucus in
the Yukon Legislative Assembly**

The Public Service Alliance of Canada

Peter Lesniak

James E Brohman

Steve Cardiff

Drew Whittaker for Tory Russell

Jean-Francois DesLauriers