

Collective Agreement – Transit

THIS AGREEMENT entered into this 15th day of February, 2011.

BETWEEN:

THE CITY OF WHITEHORSE

2121 Second Avenue, Whitehorse, Yukon Territory Y1A 1C2

("the employer")

PARTY OF THE FIRST PART

AND:

PUBLIC SERVICE ALLIANCE OF CANADA

YUKON EMPLOYEES UNION LOCAL Y022

100 – 2285 Second Avenue, Whitehorse, Yukon Territory, Y1A 1C9

("the union")

PARTY OF THE SECOND PART

THE PARTIES HERETO agree as follows:

ARTICLE 1 PURPOSE

1.01 It is the purpose of this agreement to promote and maintain harmonious relations between the employer and employees; to provide an amicable method of settling grievances or differences which may possibly arise, and to set forth rates of pay, hours of work and other conditions of employment.

ARTICLE 2 DEFINITIONS

Interpretations

2.01 For the purposes of this Agreement:

"Employee" means a member of the bargaining unit.

"Extra work" means any bus driver work that is not on the drivers' work schedule.

"Job" means all those tasks to be performed by an employee as described in a position description.

"Layoff" means the discontinuation or reduction in hours of a position(s) due to lack of work or inadequate funding

"Light housekeeping" means sweeping the floor of the bus, removing loose debris and emptying the garbage.

"May" shall be regarded as permissive, "shall" as imperative.

"Non-peak hours" means those hours of transit service to the public between 9 a.m. to 3 p.m. and 6 p.m. to end of service during the work week and all of Saturday.

"Position" means the job held by an employee.

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“Route” means one of the geographic areas of the City of Whitehorse covered by the public schedule.

“Shift” means the period of scheduled work during the A.M. or P.M. workday.

"Spouse" means a lawful husband or wife; a common-law spouse relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be her spouse, and lives and intends to continue to live with that person as if that person were her spouse.

“Work Schedule” means the weekly schedule of shifts that are offered to employees.

- 2.02 Wherever the female gender is specified it shall be interpreted as including both male and female employees as applicable.

Employee Status

- 2.03 "Casual Employee" means an employee who is not permanent and who may be hired on a temporary basis. Such employee shall not exceed five consecutive days once in a month except during the period covered by LOU #1, or by mutual agreement of the parties. At no time can the number of casual employees exceed the number of spare drivers, subject to LOU #1. Prior to such work being assigned, section 17.03 shall be applied. Casual employees shall not be used to reduce the complement of permanent positions.
- 2.04 Prior to the hiring of casual employees in a non-driver position, such work will be offered to spare drivers first and full-time drivers second, provided she is qualified and such work does not incur overtime. An employee who accepts such work will be paid at the same step in the range for the new classification as specified in Schedule “A”.
- 2.05 “Permanent Employee” means a full-time or part-time employee who has bid or competed for a permanent position and has been appointed accordingly.
- 2.06 “Spare Driver” means a permanent part-time employee scheduled to work at least one shift per week and to relieve other drivers as required. If determined eligible by the carrier, spare drivers shall receive benefits based on the number of hours worked pro-rated on the basis of the average full-time hours of work in the previous year in the same classification.

Employee Hours

- 2.07 “Full-time” means an employee other than a driver who is required to work the standard hours of work for her classification, or a driver who occupies a five-day scheduled shift. In the event that a Spare Driver successfully bids into a five-day shift, the employer will make every reasonable effort to replace them on Saturdays, if so requested by the Spare Driver.
- 2.08 “Part-time” (non-driver) means an employee who works fewer hours than the standard weekly hours for a full-time Transit employee in the same classification and receives benefits on a pro-rated basis of the full-time hours.

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ARTICLE 3 UNION RECOGNITION

- 3.01 The employer recognizes the Public Service Alliance of Canada as the sole and exclusive bargaining agent for those City employees described in the Canada Industrial Relations Board (C.I.R.B.), formerly the Canada Labour Relations Board (CLRB), Certificate dated the 4th of June 1997.
- 3.02 This agreement shall be binding on the employer and the union and their respective successors, administrators, executors and assigns and on each employee.

ARTICLE 4 UNION MEMBERSHIP

- 4.01 Each employee covered by this agreement shall, as a condition of employment and/or continued employment, be and remain or become and remain a union member in good standing for the duration of this agreement or for the duration of her employment with the employer, whichever is shorter.

ARTICLE 5 DUES CHECK-OFF

- 5.01 The employer shall deduct an amount equal to the amount of the membership dues and union assessments from the bi-weekly pay of all members of the bargaining unit.
- 5.02 The union shall inform the employer in writing of the authorized bi-weekly deduction to be deducted off for each employee.
- 5.03 No trade union, as defined by the Canada Labour Code, other than the Alliance shall be permitted to have membership dues and/or other monies deducted by the employer from the pay of employees in the Bargaining Unit.
- 5.04 The amounts deducted in accordance with section 5.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on her behalf.
- 5.05 The employer agrees to make deductions for other purposes on the basis of production of appropriate documentation.
- 5.06 The employer agrees to include union dues deductions on the T-4 slip.

ARTICLE 6 MANAGEMENT RIGHTS

- 6.01 Subject to the terms of this agreement, the union recognizes the right of the employer to manage its affairs and operations, to maintain and promote efficiency, and to direct its working forces accordingly, including the right to hire, discipline, establish and enforce Administrative Directives, demote, layoff, transfer or terminate an employee and the right to assign work. The employer agrees that in so doing it will not act in a discriminatory manner (as defined in the *Yukon Human Rights Act*) or in an arbitrary manner.

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ARTICLE 7 HOURS OF WORK AND OVERTIME

Hours of Work

- 7.01 The employer shall have the right to establish work schedules and starting times. The employer may change such schedules from time to time because of varying operating conditions. The employer shall enter into meaningful consultation with the Planning and Scheduling Committee, subject to section 7.19, prior to entering Work Schedule changes.
- 7.02 The employer shall attempt to arrange the employees' shift schedules at least one week in advance.
- 7.03 The employer shall make every reasonable effort to avoid excessive fluctuation in hours of work.
- 7.04 An employee (excluding drivers) working 7.5 hours or more per day shall be allotted two paid rest periods of 15 minutes duration. Each rest period shall be scheduled as near as possible to the mid-point of the work periods before and after the unpaid meal break.
- 7.05 A driver working five hours or less per day shall be allotted one paid rest break of 15 minutes duration to be taken during the non-peak hours, unless specified by the employer. If the schedule requires the break to be longer than fifteen minutes, the remainder of the break will be unpaid, but in no event will the break be longer than 45 minutes, unless otherwise agreed to by the Planning and Scheduling Committee.
- 7.06 A driver working over five hours, in addition to the above rest break, shall receive a paid meal break of 30 minutes to be taken during the non-peak hours of the shift, unless specified by the employer. If the schedule requires the break to be longer than 30 minutes, the remainder of the break will be unpaid but in no event will the break be longer than 45 minutes, unless otherwise agreed to by the Planning and Scheduling Committee. Driving time without a break for this clause will not exceed three hours.
- 7.07 A driver working 7.5 hours or more, excluding Saturday, shall receive a 15 minute rest- break in addition to the two breaks identified above to be taken during the non-peak hours, unless specified by the employer. If the schedule requires the rest break to be longer than 15 minutes, the remainder of the break will be unpaid but in no event will the break be longer than 45 minutes unless otherwise agreed to by the Planning and Scheduling Committee. Driving time without a break for this clause will not exceed three hours.
- 7.08 Drivers shall provide light housekeeping duties and maintain care and control of their bus during their shift. Where required, breaks shall be used to maintain the schedule.

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- 7.09 Notwithstanding sections 7.05 to 7.08 inclusive, a driver working a shift of four hours or less shall receive a paid rest break of 30 minutes. If the schedule requires the break to be longer than 30 minutes, the remainder of the break will be unpaid, but at no time will the break be longer than 45 minutes, unless otherwise agreed to by the Planning and Scheduling Committee.
- 7.10 A Handy Bus driver working five hours or more shall be allotted a 30 minute paid break as near as possible to the mid-point of the shift. A Handy Bus driver working less than five hours shall be allotted one paid rest break of 15 minutes duration as near as possible to the mid-point of the shift.
- 7.11 All employees will be guaranteed a minimum of three hours per shift.
- 7.12 All employees who work extra work (non-bid) as per section 17.07 and/or work outside their regularly scheduled shift except when covered by section 7.16 (1), shall be paid a minimum of two hours pay.
- 7.13 The employer agrees to work closely with the Union Planning and Scheduling Committee on all matters related to driver work schedules. The employer further agrees to make every reasonable effort to avoid the introduction of split shifts. If any additional split shifts are introduced they shall be staffed on a voluntary basis only.

Overtime

- 7.14 Subject to the operational requirements of the employer, the employer shall make every reasonable effort to allocate overtime work on the basis of seniority among readily available qualified employees. If an employee refuses overtime, the next person on the list will be offered the overtime work. A refusal will mean a forfeiture of overtime work. All drivers must notify the employer at the time of shift bid of their willingness to be on the overtime roster.
- (1) Section 7.14 above will not apply to a scheduled shift of up to 8.5 hours for the purpose of allocating overtime only.
- 7.15 Subject to the operational requirements of the employer, the employer shall make every reasonable effort to give employees who are required to work overtime reasonable advance notice of this requirement.
- 7.16 For all employees covered by this agreement, the following shall apply:
- (1) Employees who work outside of their regular scheduled shift shall be compensated for hours of overtime at the time and one half rate for all hours worked in excess of eight hours per day or 40 hours per week. Any hours worked up to and including eight hours per day or 40 hours per week shall be compensated at the straight time rate.
 - (2) Employees working outside of their regular scheduled shift except when covered by section 7.16(1) shall be paid a minimum of two hours regular time.

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- (3) Employees shall be compensated for hours of overtime worked at the rate of:
 - (a) Double time after the first two hours outside of an 8 hour shift.
 - (b) Double time after 8 hours worked on an employee's first day of rest.
 - (c) Double time for all hours worked on an employee's second day of rest.
- (4) Overtime hours earned by an employee may at the employee's option be accrued as compensatory leave at the applicable overtime rate. Employees may accrue a maximum of an equivalent of two standard workweeks in any calendar year in lieu of overtime that they have worked.
- (5) The employer will pay compensatory leave credits that remain unused at the end of the calendar year except that the employee shall be permitted to carry over the equivalent of one standard workweek into the following year. Carried over credits which remain unused at April 30 of the current year shall be paid by the employer.
- (6) Compensatory leave shall be approved for leave requests of a minimum of two hours, subject to the operating requirements of the Employer.

7.17 Employees may, for cause, refuse to work overtime at any time and shall not be subjected to termination for such refusal.

7.18 No employee shall be required to work on a regularly scheduled day of rest.

Planning and Scheduling Committee

7.19 The employer agrees to work closely with the Planning and Scheduling Committee on all matters related to driver work schedules. The Planning and Scheduling committee shall be comprised of three bargaining unit members and a maximum of three employer representatives. This committee will make recommendations on driver schedules and the direction of routes, but not the number of routes. The employer further agrees that modifications proposed by the Planning and Scheduling Committee will be reviewed and, provided such modifications do not adversely affect the efficiency, or the level of service, or increase the costs, will be implemented subject to the employer's right to set budget and levels of service for the public. The committee will be bound by the following guidelines:

- (1) Each scheduled Monday to Friday shift for a permanent full time driver will be a minimum of four hours.
- (2) Each permanent full time employee, unless otherwise specified, shall have two consecutive days of rest each seven day week.
- (3) The standard workweek for the permanent service person shall be thirty-seven point five (37.5) hours per week.

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- (4) All driver shifts are inclusive of a 15-minute sign-in and 15-minute sign-out period with pay. These times are to include travel to and from the starting point of the shift, pre and post inspections.
- (5) Any special events or charters done shall be in compliance with the Collective Agreement.
- (6) Members of the Committee may periodically undertake duties and/or perform work as a means to investigate or resolve issues such as the timing of routes.
- (7) The standard workweek for the permanent dispatcher shall be 40 hours per week.

ARTICLE 8 SALARIES, WAGES AND CLASSIFICATIONS

8.01 The following conditions apply to all employees occupying positions set out in Schedule “A” of this agreement:

Hiring Salary

- 8.02 No employee shall receive less than the Step 1 rate for her particular classification.
- 8.03 The Employer may authorise an initial appointment at a step higher than Step 1 where it is warranted by recruiting exigencies or the candidate's particular qualifications.
- 8.04 The employer shall pay, on every second Wednesday, all wages earned up to and including the Wednesday of the week previous to the pay period, except that if a General Holiday falls on a regular payday, payment will be made the preceding day.
- 8.05 Notice of advice of payment of salaries and wages will be made during working hours.
- 8.06 In the event that an employee covered by this agreement is laid off, the employer shall pay such employee not later than the next regular working day after she ceases to be an employee of the employer, wages or salary and holiday pay earned by such employee, excluding authorized deductions.
- 8.07 The employer will provide a separate or detachable itemized statement with each pay showing the dates of the pay period covered, the number of hours at straight time rate and at overtime rate, the wage rate or salary, the total deductions from the amount earned, and the amount of accrued holiday pay to date.
- 8.08 All hourly paid employees covered by this agreement are required to fill out time slips as per the employer's request.

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Promotion

- 8.09 Upon promotion to a higher classified position, an employee shall be placed in the step in the new position which represents an increase of ten percent (10%) above her salary at the time of the promotion with the following exceptions:
- (1) Where a two step increase would result in a salary greater than the new Step 4, in which case the employee shall be placed in Step 4.
 - (2) Where the employee was recruited within six months of the promotion at a step other than Step 1 of the range, in which case the employee shall receive one increment.

Position Reclassification

- 8.10 When a position class is reclassified to a higher salary range, all employees in that class shall be placed in a step which results in a five percent (5%) increase over the salary they were receiving at the time of the reclassification up to a maximum of Step 4. Where Step 1 of the new salary range is more than five percent (5%) above the employee's previous salary, the employee shall nevertheless be placed in Step 1 of the new range.
- 8.11 Where a position class is reclassified downward, the employees in that class shall not have a salary reduction. However, where an employee's salary then exceeds Step 4's salary range for that position, she shall receive no further increases until such time as her salary is equal to the Step 4 level.

Increment Date

- 8.12 The increment date of an employee shall be the anniversary of the date of commencement of continuous service except that where an employee has been reclassified with a resulting salary increase or promotion, the increment date shall become the anniversary of the date of reclassification or promotion.
- 8.13 The salary of each employee shall, subject to sections 8.14 and 9.44, be increased annually on her increment date by one step where her salary falls on a step or by five percent (5%) where her salary falls between steps until she reaches the Step 4 level.
- 8.14 An increase provided for in section 8.13 may be withheld for performance or other reasons by the Employer on the recommendation of the employee's Department manager, in which case the increase may be granted on the first day of any subsequent pay period up to six months after the increment date upon which the increase was withheld.

Existing Classifications

- 8.15 All job classifications shall be dealt with in accordance with the Job Evaluation System policy.

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New Classifications

- 8.16 In the event that the employer creates a new job classification that is not included in this agreement and which falls within the jurisdiction of the union, the union shall be notified of the position created and the classification established under the Job Evaluation System.

ARTICLE 9 LEAVE

General Holidays

- 9.01 The employer shall give to each employee a holiday with pay on each of the designated holidays. For each such holiday a permanent employee shall be paid not less than the equivalent of the wages she would have earned at her classified rate of pay, for her normal hours of work. An employee shall receive such holiday pay even if the holiday falls on a Saturday, Sunday, or on an employee's day of rest. The designated general holidays shall be:

New Year's Day	Discovery Day
Rendezvous Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day declared or proclaimed a holiday by the Canadian, Territorial or City of Whitehorse governments.

- 9.02 When a general holiday falls on a Saturday or on a Sunday or on an employee's day of rest, the next workday shall be observed as the holiday.
- 9.03 When a general holiday falls within an employee's scheduled vacation, the employee shall receive the pay of a normal shift or work day for the holiday, in addition to vacation pay, or another day off with pay, in conjunction with the vacation.
- 9.04 A spare driver or casual having 30 calendar days or more of service shall be entitled to general holiday pay as set out above if she works the last scheduled work shift immediately before the holiday and the first scheduled work shift after the holiday. General holiday pay will be calculated by totalling the number of hours worked in a two-week period prior to the general holiday divided by ten days and multiplied by the rate of pay per hour.
- 9.05 Should a general holiday fall when an employee is on sick leave and being paid by wage indemnity, she shall receive compensation for such holiday under the wage indemnity plan, not as per section 9.01.
- 9.06 The overtime pay for work performed on a general holiday or day observed as such is in addition to any general holiday pay that an employee may be entitled to under this article.

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9.07 An employee required to work as part of her regular work schedule on a general holiday or day observed as such under the terms of this agreement shall be paid time and one-half for all hours worked in addition to holiday pay. The employer agrees that the practice of switch shifts or finding a replacement will be allowed provided that it does not incur additional overtime.

Annual Vacations

9.08 The employer shall give each employee an annual vacation that will be allocated on the basis of seniority and based on the following entitlements:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>MONTHLY ACCRUAL RATES</u> Percentage of Gross Earnings Worked Excluding any Bonuses
Less than three years service (4 weeks)	8%
Three completed years and less than eight years (5 weeks)	10%
Eight completed years and less than fifteen years (6 weeks)	12%
Fifteen completed years and less than twenty years (7 weeks)	14%
Over twenty years (8 weeks)	16%

9.09 Vacation shall be granted on the basis of seniority in the following manner:

- (1) Bid 1: By February 15 of the current year, the employer shall conduct a bid for a block of continuous vacation up to full entitlement for the following 12-month period.
- (2) Bid 2: By March 1 of each year the Employer shall conduct a bid for blocks of non-continuous vacation not to exceed full entitlement, for the following 12-month period. (For purposes of this clause a block shall be at least three continuous calendar days during the period defined in Letter of Understanding # 1.
- (3) In the event an employee offers two weeks' notice of cancellation of the vacation period identified under Bid 1 or 2 above such vacation shall be posted and awarded on the basis of seniority.
- (4) In the event an employee fails to offer two weeks notice of cancellation of the vacation period identified under Bid 2 above, such vacation period shall be awarded on a first come first served basis.
- (5) Any vacation applications received after the Bid 1 and Bid 2 process will be considered as they are received and seniority will not be taken into account.

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- 9.10 The employer shall make a reasonable effort to grant an employee the period of vacation leave requested. During the time period described in Letter of Understanding #1, at least five bargaining unit members may be allowed to be on vacation at the same time. Outside of the period described in Letter of Understanding # 1, at least three bargaining unit members may be allowed to be on vacation at the same time.
- 9.11 Vacation leave may be taken at any time during the year provided the employee has applied in advance on a vacation leave application form and such leave has been approved.
- 9.12 Operational requirements permitting, new employees may be allowed to take accrued annual vacation credits earned after completion of 35 worked shifts or 90 calendar days, whichever accrues first.
- 9.13 Should the employee request to be paid vacation pay prior to going on holidays, the employer will estimate the amount of money owing to the employee and issue a cheque in the form of an advance. All deductions and calculations will be processed on the next normal pay run, and a statement will be issued to the employee outlining the vacation accruals taken. At the end of the calendar year a computation shall be made on gross earnings worked, exclusive of any bonuses in the current year as outlined in section 9.08.
- 9.14 In any calendar year that an employee has not taken all of the vacation leave credited to her, the unused portion of the vacation leave shall be carried over into the following year, except that:
- (1) In January of each year the employer will pay the employee for all unused accumulated vacation leave credits in excess of the days that were accumulated for the period from January 1 to December 31 of the prior year.
 - (2) Notwithstanding clause 9.14(1), employees who have completed 15 years of service with the Employer may at their discretion carry over two years of vacation leave credits prior to the payout provided for in clause 9.14 having application.
- 9.15 If the employee is terminated for any reason, such employee shall be paid all the accrued vacation pay that she is entitled to under section 9.08 of this article.
- 9.16 The vacation pay entitlements of an employee under this article shall at no time be less beneficial than those the employee would be entitled to under the provisions of any government legislation, ordinance or any orders and/or regulations made there under.
- 9.17 A permanent employee will be eligible to carry over unused vacation day entitlements up to a maximum of one year from the employee's entitlement date.
- 9.18 A casual or probationary employee who leaves the employ of the employer shall be entitled to vacation with pay as provided for in the *Yukon Employment Standards Act*.

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Continuous Service Date

- 9.19 An employee whose continuous service date falls prior to the 16th day of the month shall receive the next higher vacation leave accrual rate during that month.
- 9.20 An employee whose continuous service date falls on or after the 16th day of the month shall receive the next higher annual vacation leave accrual rate in the following month.

Jury Duty

- 9.21 If a permanent employee is selected for Jury Duty, or subpoenaed by court to be a witness, the employer shall grant the employee leave of absence with pay. Such pay will be the difference between the employee's normal day's pay (scheduled hours missed) and the monies received by the employee for such duties. The employee must present proof of court service and the amount of monies received therefore.

Bereavement Leave

- 9.22 The employer shall grant an employee leave of absence with pay for a period of six working days where there is a death in the employee's immediate family.
- 9.23 "Immediate family" for the purpose of bereavement leave is defined as mother, father, step parent, foster parent, sister, brother, spouse, son, daughter, step child or ward of the employee, mother-in-law, father-in-law, **step-in-laws**, grandparent, grandchild and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- 9.24 An employee shall be entitled to leave with pay of one working day in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law.

Maternity/Adoption Leave

- 9.25 After completion of one year of continuous employment an employee shall be eligible for 17 weeks leave without pay for the following:
- (1) Maternity Leave in accordance with the provisions of the *Yukon Employment Standards Act*;
 - (2) Adoption Leave.
- 9.26 An employee qualifying under section 9.25 shall, subject to the provisions of section 9.37, also be entitled to request Parental Leave without pay to a maximum of 37 weeks in accordance with the provisions of the *Yukon Employment Standards Act*.
- 9.27 A pregnant employee shall notify the employer of her pregnancy and provide as confirmation a certificate from a qualified medical practitioner at least 15 weeks prior to the expected date of termination of the pregnancy.

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- 9.28 An employee who intends to request Adoption Leave shall make every reasonable effort to provide at least five weeks notice to the employer in advance of the date of expected adoption.
- 9.29 A pregnant employee granted Maternity Leave shall take such leave between 11 weeks prior to the termination of the pregnancy and 26 weeks after the termination of the pregnancy. The employee shall indicate at the time of advice the length of leave required up to the maximum of 17 weeks under section 9.25 and up to 37 weeks under section 9.37. Should there be any question of the employee's ability to continue working, the employee may be required, at the employer's request, to provide medical authorization of her fitness to continue working.
- 9.30 The employer may, upon submission of a certificate from a qualified medical practitioner, permit the maternity leave referred to in section 9.25 to commence more than 11 weeks prior to the expected date of termination of the pregnancy, or extend the additional leave without pay more than 26 weeks after the termination of the pregnancy.
- 9.31 Adoption Leave may not commence at a date earlier than one week prior to the expected date of adoption. In the event of an early birth, the employer may grant the Adoption Leave earlier, based on operational requirements.
- 9.32 An employee who is on Maternity/Adoption Leave shall provide the employer with a minimum of six weeks notice, in writing, of the date upon which she will return to work.
- 9.33 An employee who fails to provide such notice, or who does not return on the agreed date, may be terminated.
- 9.34 Provided she returns to work in accordance with section 9.32, an employee who has been absent on Maternity/Adoption Leave shall retain and continue to accrue all her seniority in the bargaining unit for the period that she was on Maternity/Adoption Leave.
- 9.35 An employee's continuous service date will not be advanced by the amount of leave taken under section 9.25 up to a maximum of 37 weeks.
- 9.36 The employee will be required to prepay the employee portion of medical and group insurance plan premiums in order to maintain the coverage for the period of leave.

Parental Leave

- 9.37 An employee qualifying under section 37.1 of the *Yukon Employment Standards Act* shall be entitled to request parental leave without pay up to a maximum of 37 weeks in accordance with the provisions of the *Yukon Employment Standards Act*. There shall be no duplication or overlap with the maternity leave provisions under section 9.25.
- 9.38 An employee's continuous service date will not be advanced by the amount of parental leave taken under section 9.37 up to a maximum of 37 weeks.

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- 9.39 The employee will be required to prepay the employee portion of medical and group insurance plan premiums in order to maintain the coverage for the period of leave.

Marriage

- 9.40 After the completion of six months continuous employment, an employee who provides the employer with one week's notice shall be granted leave with pay to a maximum of one standard workweek for the purpose of getting married. Such leave is to be taken at the time of the marriage.

Birth/Adoption

- 9.41 Leave with pay to a maximum of two days shall be granted to a male employee upon the occasion of the adoption or birth of his child, and to a female employee on the occasion of the adoption of her child. Such leave may be taken either at the time of the birth/adoption and/or at the time the child comes home.

Leave of Absence

- 9.42 Any employee with one or more years of continuous service may be granted leave without pay where in the opinion of the employer the operational efficiency of the system will not be adversely affected.
- 9.43 Applications for leave without pay shall be submitted at least 31 calendar days in advance of the intended commencement date of the leave, and the employee shall receive written notification of the decision at least 14 calendar days prior to the intended commencement date of leave.
- 9.44 Except where provided otherwise by statute, any employee granted leave of absence in excess of 30 calendar days shall be required to pay both her own share and the employer's share of benefit premiums, and will not accrue seniority, vacation leave or travel entitlements during leave without pay. The employee's seniority and anniversary date will be adjusted to reflect the leave of absence taken.

Compassionate Care Leave

- 9.45 An employee requesting a leave of absence for compassionate reasons will be given special consideration, and may be required to substantiate the reason before returning to work.
- 9.46 In accordance with the *Yukon Employment Standards Act* an eight-week compassionate care leave is available to employees who have to be away from work temporarily to provide care or support to a member of their immediate family who is gravely ill. An approved time sheet is required. No employee shall lose seniority pursuant to this article.
- 9.47 Employment Insurance Benefits are payable to employees who qualify.

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Leave of Absence for Elected Union President

- 9.48 Effective on the date of signing of this agreement, the employer agrees to authorize a leave of absence to one employee who is elected as President of the Yukon Employee's Union, subject to the following conditions:
- (1) The authorized leave will be for the term of appointment designated by the union to a maximum of three years.
 - (2) Upon the 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.
 - (3) If the employee is re-elected for subsequent terms, the employee shall continue to be on leave. Upon completion of the term of office, the employee will be guaranteed a position at the same level the employee held before the leave of absence.
 - (4) If the employee ceases to hold office, the employee will return to the position held by the employee prior to the leave of absence.
 - (5) The union agrees to provide the employer with one month's written notice of the commencement and termination of this leave of absence.

Unspecified Leave

- 9.49 Upon completion of six months' continuous service, an employee shall be granted three unspecified leave days as operational requirements permit.
- 9.50 Unspecified Leave days shall not be carried over into the next calendar year. Unspecified Leave days which are unused at the end of the calendar year shall be paid to the employee.
- 9.51 Upon termination, an employee will be entitled to a payment of any unused hours for Unspecified Leave on a pro rata basis proportional to the number of completed months of service since the granting of Unspecified Leave days.
-