

**Article 1**  
**Purpose of Agreement**

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.02 The parties to this Agreement share a desire to promote the well-being, and increase the productivity of the employees to the end that the Employer will be well and efficiently served to promote healthy individuals and families living in supportive communities. Accordingly the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

**Article 2**  
**Interpretation and Definitions**

- 2.01 (a) "Abandonment" means the failure of an employee to report for work for three (3) consecutive scheduled working days without informing the Employer of the reason for their absence. The presumption of abandonment shall be reconsidered by the Employer upon presentation of evidence of reasonable grounds for the employee's failure to contact the Employer either in person or by some other means.
- (b) "Bargaining Unit" is the unit of employees for which the Union is recognized as the bargaining agent in Clause 4.01;
- (c) "Consultation" means a process of joint deliberations with the objective being that the parties disclose all relevant information and engage in rational and informed discussion on the topics. While the consultation process is intended to assist the parties in arriving at reasoned and informed decisions, it does not require that agreement must be reached before the parties, or either of them, can exercise their respective rights. The introduction of new or amended policies cannot amend, alter or modify any rights, benefits or privileges provided in this Agreement.
- (d) "Continuous Service" and "Continuous Employment" mean uninterrupted employment with the Employer.
- (e) "Day of Rest"
- (i) in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of his/her being on leave of absence.
- (ii) When the first and second or subsequent day of rest is consecutive, "second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and

ending at the time of commencement of the employee's next regular shift.

- (f) "Double time" means twice (2X) the straight-time rate.
- (g) "Employee" means a member of the Bargaining Unit, and the categories of employees are:
  - (i) "Regular permanent full-time employee" means an employee who works the full hours of work specified in Article 28 of the Collective Agreement.
  - (ii) "Regular permanent part-time employee" means an employee whose scheduled work hours are less than those specified in the Collective Agreement for regular full-time employees. The written offer of employment will include the proportion of full-time hours that apply.
  - (iii) "Casual employee" means an employee who is not regularly scheduled to work. Seniority for a casual employee is defined as the total number of straight-time hours worked. Casual employees are not entitled to any benefits in the collective agreement.
  - (iv) "Term employee" means an employee hired for a specific period of time to replace an employee in the bargaining unit.
- (h) "Employer" means Many Rivers Counselling & Support Services. Society.
- (i) "Fiscal year" means the period of time from. April 1<sup>st</sup> to March 31<sup>st</sup>.
- (j) "Grievance" means a complaint in writing that concerns the interpretation, application, administration or operation of the Collective Agreement, submitted by an employee, group of employees, the Union, or the Employer.
- (k) "Holiday" means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in the Collective Agreement.
- (l) "Layoff" means a cessation of employment as a result of a lack of, or reduction in, the amount of work required to be performed.
- (m) "Leave of Absence" means permission to be absent from duty.
- (n) "May" shall be regarded as permissive, "shall" and "will" as imperative, and "should" as informative only.
- (o) "Overtime" means:
  - (i) Time worked by an employee in excess or outside of the daily hours of work (seven and one-half hours);

- (ii) Time worked in excess or outside of the weekly hours of work (thirty-seven and one-half hours).
- (p) "Rates of Pay" are:
  - (i) "Weekly Rate of Pay" means an employee's annual salary divided by 52.176.
  - (ii) "Bi-weekly Rate of Pay" means an employee's annual salary divided by 26.088.
  - (iii) "Daily Rate of Pay" means in the case of an employee who is paid an annual salary, his/her bi-weekly rate of pay divided by ten (10); and
  - (iv) "Hourly Rate of Pay" means the annual salary divided by 1956.
- (q) "Representative" means an employee who has been elected or appointed as an area Steward or who represents the Union at meetings with management.
- (r) "Resignation" means a voluntary notice given in writing by an employee to the Employer, that the employee is ending his/her employment.
- (s) "Spouse" means a person to whom an employee is legally married, or a person with whom an employee has an exclusive relationship continuously living together for more than one year immediately before the date in question, and whom has been identified in writing to the Employer as the employee's spouse, regardless of gender.
- (t) "Straight time rate" means the applicable basic hourly rate of compensation specified in this Agreement, exclusive of allowances.
- (u) "Time and one-half" means one and one-half times (1.5X) the straight-time rate.
- (v) "Union" means the Public Service Alliance of Canada and/or the Yukon Employees Union.

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement:

- (a) if defined in the *Labour Standards Act*, or in the Regulations thereof, have the same meaning as given to them in the *Labour Standards Act*, and
- (b) if defined in the *Interpretation Act*, but not defined elsewhere in this Agreement or in the *Labour Standards Act*, or in the Regulations thereof, have the same meaning as given to them in the *Interpretation Act*.

### Number and Gender

- 2.03 Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the fact or context requires this and with regard to the provisions of this Agreement.

### **Article 3** **Application**

- 3.01 The provisions of this Collective Agreement apply to the Union, the employees and the Employer.
- 3.02 No employee covered by this Agreement shall be required or permitted to make a written or oral Agreement with the Employer or its representatives, which conflicts with the terms of this Agreement.

### **Article 4** **Recognition**

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees as described in the Certification Order No. 9596-U issued by the Canada Industrial Relations Board dated the 14<sup>th</sup> day of January, 2009 except Financial Manager and Clinical Director.
- 4.02 The Employer shall advise prospective employees that the workplace is unionized.

### **Article 5** **Future Legislation**

- 5.01 In the event that any law passed by Parliament of Canada or the Legislative Assembly of Yukon renders null and void or alters any provision of the Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision.

### Conflict of Provisions

- 5.02 Where there is any conflict between the provisions of this Agreement and any regulation, direction or other instrument dealing with the terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail, unless the Employer is compelled by law to issue and enforce such regulation, direction or other instrument.

**Article 6**  
**No Strikes and Lockouts**

- 6.01 The employer agrees that it will not cause or direct any lockout of its employees during the term of this agreement.
- 6.02 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.
- 6.03 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 7**  
**Management Rights**

- 7.01 Except to the extent provided herein, this Collective Agreement in no way restricts the authority of the Employer to operate and manage Many Rivers Counselling & Support Services. The Employer agrees to administer their rights in a fair and reasonable manner.

**Article 8**  
**Employer Directives**

- 8.01 The Employer shall provide the Union and it's Representative with a copy of all personnel directives, which are intended to clarify the interpretation or application of the Agreement.

**Article 9**  
**Human Rights**

**Freedom from Discrimination**

- 9.01 The Union, the Employer, and the employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, political affiliation, conviction for an offence for which a pardon has been granted, or union membership or activity or for exercising their rights under the Agreement. It is not discrimination if it is based on reasonable requirements or qualifications of employment, criminal record or charges relevant to employment or other factors establish reasonable cause.
- 9.02 The Employer shall make every reasonable effort to find alternate employment within its employ for an employee who becomes unable to carry out his/her normal work functions as a result of a physical or mental disability arising as a result of his/her employment with the Employer.

### Equal Pay for Work of Equal Value

- 9.03 The Employer agrees to recognize the principle of equal pay for work of equal value regardless of the sex of the employee.

### Freedom from Harassment

- 9.04 (1) "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature
- a) that is likely to cause offence or humiliation to any employee;
  - b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- (2) "Personal harassment" means any improper behaviour by a person employed by Many Rivers Counselling and Support Services that is directed at and offensive to another person employed by Many Rivers Counselling and Support Services, and which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient. This includes harassment as described in Section 13 of the *Yukon Human Rights Act*.
- (3) "Abuse of authority" means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions that endanger an employee's job, undermine an employee's ability to perform the job or threaten the economic livelihood of an employee. However, it shall not include the legitimate exercise of an individual's supervisory power or authority.
- 9.05 The Employer will make every reasonable effort to ensure that no employee is subjected to harassment.
- 9.06 The Employer will take such disciplinary measures as the Employer deems appropriate against any person under the Employer's direction who subjects any employee to harassment.
- 9.07 Complaints of harassment shall be brought to the attention of the Executive Director. An employee may be assisted by the Union in making a complaint. If the Executive Director is the subject of the complaint, it will be brought to the attention of the Chair of the Board of Directors.
- 9.08 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.

### Freedom from Workplace Violence

- 9.09 "Workplace violence" means any incident in which an employee is abused, threatened or assaulted during the course of his/her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or verbal nature.
- 9.10 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 9.11 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties.
- 9.12 The Employer will take such disciplinary measures as the Employer deems appropriate against any person under the Employer's direction who subjects any employee to workplace violence.
- 9.13 Complaints of workplace violence shall be brought to the attention of the Executive Director. An employee may be assisted by the Union in making a complaint. If the Executive Director is the subject of the complaint, it will be brought to the attention of the Chair of the Board of Directors.
- 9.14 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.

### Religious Observance

- 9.15 An employee may, in accordance with the provisions of this Agreement, request annual leave, lieu time, or leave without pay in order to fulfill his/her religious obligations.

### **Article 10**

#### **Appointment of Representatives**

- 10.01 The Employer acknowledges the right of the Union to appoint employees as Representatives with a maximum of three (3) as Shop Stewards.

### **Article 11**

#### **Union Access to Employer Premises**

- 11.01 Upon reasonable notification and subject to operational requirements the Employer shall permit access to its work premises of an accredited Representative of the Union. Representatives shall notify the Executive Director or designate before approaching any employee.

**Article 12**  
**Time Off for Union Business**

Conciliation or Arbitration Hearings (Disputes)

- 12.01 (a) The Employer will grant leave with pay to any employee whose presence is essential to representing the Union before a conciliation or arbitration hearing.

Employee Called as a Witness

- (b) The Employer will grant leave with pay to an employee called as a witness before a conciliation or arbitration hearing.

Arbitration Hearings (Grievances)

- 12.02 The Employer will grant leave with pay to an employee, who is party to a grievance before an arbitration hearing, to attend the arbitration hearing, except while such employee is on suspension without pay.

Employee Who Acts as a Representative

- (a) The Employer will grant leave with pay to the Representative of an employee, who is party to a grievance before an arbitration hearing, to attend the arbitration hearing.

Employee Called as a Witness

- (a) The Employer will grant leave with pay to a witness called by an employee, who is party to a grievance before an arbitration hearing, to attend the arbitration hearing.

- 12.03 Where an employee and his/her Representative meet pursuant to Clause 12.08 or in order to resolve a grievance, he/she shall be granted reasonable time off with pay. Before attending such a meeting the employee shall obtain the permission of his/her immediate supervisor prior to leaving his/her place of work. Such permission shall not be unreasonably denied.

Contract Negotiations Meetings

- 12.04 The Employer will grant leave without pay for three (3) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

Preparatory Contract Negotiations Meetings

- 12.05 The Employer will grant leave without pay for three (3) employees to attend preparatory negotiations meetings.

### Employee Organization Executive Council Meetings, Congresses and Conventions

- 12.06 Where operational requirements permit, the Employer will grant reasonable leave without pay to a maximum of two (2) employees to attend executive council meetings and conventions of the Alliance, the Yukon Employees Union, the Canadian Labour Congress and the Yukon Federation of Labour.

### Representatives Training Course

- 12.07 Where operational requirements permit, the Employer will grant reasonable leave without pay to a maximum of three (3) employees who have been appointed as Representatives of the Union to undertake training related to the duties of a Representative.

### Time-off for Representatives

- 12.08 A Representative shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate a grievance, to meet with management for the purpose of dealing with grievances, and to attend meetings called by management. Such permission shall not be unreasonably denied.
- 12.09 The Representative shall notify his/her supervisor before resuming his/her normal duties.
- 12.10 Where operational requirements permit and upon reasonable notice, the Employer will grant leave without pay for a reasonable number of employees:
- (a) to participate as delegates to constitutional conferences or other similar forums mandated by Federal or Territorial legislation; and
  - (b) to present briefs to commissions, boards or hearings that are mandated by Federal or Territorial legislation and whose area of interest is of concern to organized labour.

### Leave for Union Office

- 12.11 Employees elected to the governing executive of the Union, the Alliance or the Yukon Federation of Labour shall, upon application, be granted leave of absence without pay for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.
- 12.12 Such employees shall advise the Employer as soon as possible when an extension of their leave of absence is applicable due to re-election.
- 12.13 Upon termination of their leave of absence such employees shall be offered, at a minimum, the position they held with the Employer at the commencement of their leave. When such employees wish to invoke this clause they shall provide the Employer with three months' notice of their intent to do so.

- 12.14 Notwithstanding Clause 12.13, the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should they bid on a competition and be the successful candidate.
- 12.15 Such employees will retain their seniority, but shall not accrue further seniority during their leave of absence.
- 12.16 Upon reasonable notification, the Employer shall grant leave without pay to a Union Representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.
- 12.17 The Employer shall not be required to grant leaves without pay under clauses 12.06, 12.07, and 12.10 for more than a total of fifteen (15) working days per fiscal year. All leaves without pay under Article 12 must be requested with 2 weeks advance notice where possible.

### **Article 13** **Check-Off**

- 13.01 Effective the first of the month following the signing of this Agreement, the Employer shall, as a condition of employment, deduct membership fees from the pay of all employees in the Bargaining Unit, which will be deducted from each paycheque to the extent that earnings are available.
- 13.02 The Alliance shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 13.03 From the date of signing and for the duration of this Agreement, no employee organization, other than the Union, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 13.04 The amounts deducted in accordance with Clause 13.01 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 his/her behalf.
- 13.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article, except for any claim or liability arising out of an error committed by the Employer.
- 13.06 The Employer agrees to identify annually on each employee's T4 slip the total amount of membership fees deducted for the applicable year.
- 13.07 Subject to religious objection as provided for under the Canada Labour Code membership in the union is a term and condition of employment

### **Article 14** **Information**

- 14.01 The Employer agrees to provide the Union on a quarterly basis with information concerning the identification of each employee. This information shall include the

name, address, job classification, rate of pay, social insurance number, and employment status of each employee. The Employer shall also indicate if any employees have been hired or transferred or whose employment has been terminated during the period reported.

- 14.02 The Employer shall notify the Union of all newly created classifications including its designation as to whether it is within or outside of the Bargaining Unit.

Publication of Agreement

- 14.03 The Employer and the Union will share equally all costs associated with the publication and distribution of this Agreement. The Union will facilitate the publication of this Agreement.

- 14.04 The Employer shall provide each new employee with a copy of this Agreement upon his/her appointment.

**Article 15**

**Provision of Bulletin Board Space and Other Facilities**

- 15.01 The Employer shall provide bulletin board space in its office clearly identified for exclusive Union use.

- 15.02 The Employer may make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.

- 15.03 The Employer shall make available to the Union and members of the Bargaining Unit a suitable meeting room to be used from time to time, subject to availability for the conducting of business relating to the Bargaining Unit.

- 15.04 The Employer will process any mail originating from the Union addressed to employees in accordance with the Employer's normal internal mail distribution system.

**Article 16**

**Processing of Grievances**

- 16.01 Complaint Stage:

- (a) The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. An employee must use the informal complaint stage within seven (7) calendar days of the action or event, which is the subject of the complaint unless the complaint is an alleged violation of Clause 9.04 by the supervisor in which case the employee may proceed directly to a formal grievance.
- (b) If the informal discussions do not produce an agreed upon resolution within fourteen (14) calendar days of the date of the notice given in Clause (a) above, or such further time as the employee and the supervisor may agree to, then the employee may file a formal grievance in accordance with Clause 16.06.

- 16.02 If he/she so desires, an employee may be assisted and/or represented by the Union at the complaint level and/or when presenting a grievance at any level.
- 16.03 An employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to his/her immediate supervisor who shall forthwith:
- (a) Forward the grievance in writing to the representative of the Employer authorized to deal with grievances at the appropriate level; and
  - (b) Provide the employee with a receipt stating the date on which the grievance was received by him/her.
- 16.04 (a) Subject to (b) following, an employee who feels that he/she has been treated unjustly or considers himself/herself aggrieved by any action or lack of action by the Employer, is entitled to present a grievance in the manner prescribed in Clause 16.03.
- (b) Where there is an alternative administrative or statutory process through which the employee is entitled to pursue a complaint, then the employee may choose between that alternative process and this grievance procedure. The employee is not entitled to a duplication of process.
- 16.05 Except as otherwise provided in this Agreement, a formal grievance shall be processed by recourse to the following steps:
- (a) Level 1  
Clinical Director (if they are the direct supervisor)
  - (b) Level 2  
Executive Director
- 16.06 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure, subject to Clause 16.02.
- 16.07 An employee may present a grievance to the First Level of the procedure, in the manner prescribed in Clause 16.03 not later than twenty (20) working days after the date on which the final response on the complaint stage is received or on which he/she is notified orally or in writing or on which he/she first becomes aware of the action or circumstances giving rise to the grievance.
- 16.08 An employee may present a grievance at each succeeding level in the grievance procedure beyond the Complaint Stage either:
- (a) Where the decision or settlement is not satisfactory to him/her, within fifteen (15) working days after that decision or settlement has been conveyed in writing to him/her by the Employer; or
  - (b) Where the Employer has not conveyed a decision to him/her within the time prescribed in Clause 16.11, within fifteen (15) working days from the date the Employer's response was due.

- 16.09 The Employer shall normally reply to an employee's grievance at Level 1 and Level 2 of the grievance procedure within twenty-one (21) calendar days after the grievance is presented.
- 16.10 Where an employee has been represented by the Union in the presentation of his/her grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 16.11 Where the provision of Clause 16.02 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the recipient. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his/her grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.
- 16.12 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Union representative.
- 16.13 Where it appears that the nature of the grievance is such that a decision cannot be given below the final level of authority, Level 1 may be eliminated by agreement between the Employer and the employee, and, where applicable, the Union.
- 16.14 Except as provided in Clause 17.10 (b), an employee may, by written notice to his/her immediate supervisor, abandon a grievance.
- 16.15 Any employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond his/her control, he/she was unable to comply with the prescribed time limits.
- 16.16 No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his/her grievance or refrain from exercising his/her right to present a grievance, as provided in the Collective Agreement.
- 16.17 Where an employee has presented a grievance, and the grievance has not been dealt with to the employee's satisfaction, he/she may refer the grievance to arbitration in accordance with the arbitration procedure specified in this Agreement.
- 16.18 In Article 16 all references to "day" or "days" means calendar day or days and five (5) working days equals (7) calendar days or a calendar week.
- 16.19 Mediation
- (a) The union may make a written request for mediation within 10 days of receiving the Level 1 decision.

- (b) The request for mediation shall be given to the Executive Director who shall provide the union with a receipt stating the date the request was received.
- (c) The union and the employer shall determine mutually acceptable terms for hiring a mediator, including time frames for conducting the mediation. If the parties fail to agree, either party may invoke the Arbitration Procedure.
- (d) The parties to this agreement may establish a list of local Yukon mediators acceptable to them, which list may be established from time to time, or when the need for a mediator arises.
- (e) The employer and the union shall each pay one half of any fees or expenses related to mediation.
- (f) If the mediation is successful, the mediator shall write down the terms of settlement and deliver them to the parties.
- (g) If the mediation is unsuccessful, the mediator shall confirm this in writing, and forward it to the parties.
- (h) The failure of mediation is deemed to occur on the date that the union and the employer receive the letter from the mediator under Clause (g) above, and if this date is different for each party, the later date.

**Article 17**  
**Arbitration Procedure**

- 17.01 A party dissatisfied with the outcome of the grievance procedure may refer the matter to arbitration provided that the reference is made within thirty (30) calendar days from the date on which the grievance decision was given.
- 17.02 Any arbitration arising out of this Agreement shall be conducted before a single arbitrator mutually agreed to by the parties.
- 17.03 A reference to arbitration shall be made in writing to the other party. The reference shall provide the name, address and telephone number of the referring party's representative. The reference will also include a list of at least three names of persons proposed for the selection of an agreed upon arbitrator.
- 17.04 Within fourteen (14) days of receiving the reference to arbitration, the responding party will, in writing, acknowledge receipt of the reference to arbitration and provide the name, address and telephone number of its representative. The acknowledgment will also either confirm agreement for one of the proposed arbitrators, or propose a list of three names of alternative arbitrators.
- 17.05 If the parties have not agreed to an arbitrator within fourteen (14) days of receipt of the written acknowledgment, either party may, pursuant to the Canada Labour Code, request the Minister of Labour to make an appointment.

- 17.06 The arbitrator shall have the authority and powers conferred by the Canada Labour Code, including the authority to determine whether a matter is arbitrable under this Agreement. The arbitrator shall not have the authority to change, modify or alter any of the terms of this Agreement. This does not preclude the arbitrator from substituting a lesser penalty in discipline matters, or reinstating a discharged employee.
- 17.07 The award of the arbitrator is final and binding upon the parties.
- 17.08 Each party shall also pay one-half (1/2) of the fees and expenses of the arbitrator. The parties are each responsible for their own costs associated with engaging outside counsel and calling witnesses who are not employees of the Employer.
- 17.09 The time limits stipulated in this procedure may only be extended by mutual agreement between the parties.
- 17.10 (a) An employee must obtain the approval of the Union and be represented by the Union before a grievance can be referred to arbitration with respect to the application or interpretation of this Collective Agreement.
- (b) A grievance referred to arbitration can only be withdrawn by the employee with the prior approval of the Union.

**Article 18**  
**Designated Paid Holidays**

- 18.01 (a) The following days are designated paid holidays for employees:
- (i) New Year's Day
  - (ii) Heritage Day
  - (iii) Good Friday
  - (iv) Easter Monday
  - (v) Victoria Day
  - (vi) Canada Day
  - (vii) Discovery Day
  - (viii) Labour Day
  - (ix) Thanksgiving Day
  - (x) Remembrance Day
  - (xi) Christmas Day
  - (xii) Boxing Day
- (b) Any day proclaimed by the Government of Canada as a National Holiday or the Yukon Territorial Government as a General Holiday other than a designated paid holiday mentioned in Clause 18.01 (a) above, shall be proclaimed as a designated paid holiday.
- (c) Where the Government of Canada or the Yukon Territorial Government changes the name of a designated paid holiday mentioned in Clause 18.01 (a) above, the former title shall be deemed to be deleted and the new title of the National Holiday shall be deemed to be inserted into the Collective Agreement.

18.02 Holiday Falling on a Day of Rest

When a day designated as a holiday under Clause 18.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his/her day of rest, or the employee may request and will be given another day off at a mutually agreed date.

18.03 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 18.02:

- (a) Work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest, and
- (b) Work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

18.04 Designated Paid Holidays

Clause 18.01 (granting of designated holidays) does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated paid holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 12 (Time Off for Union Business), and in respect to whom the Union has certified that the employee was paid by the Union for Union business conducted on the working day immediately preceding and the working day immediately following the designated holiday.

18.05 Where a day that is a designated paid holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

18.06 Designated Paid Holiday

An employee required to work on a designated paid holiday shall be compensated for hours worked at the rate of time and one-half. Such overtime shall be taken as time off in lieu.

**Article 19**  
**Leave – General**

19.01 When the Employer rejects an employee's application for leave the reasons for the rejection shall be provided to the employee in writing forthwith.

19.02 An employee's request for any leave will be responded to by the Employer within a reasonable period of time.

**Article 20**  
**Vacation Leave**

20.01 Vacation Leave

- (a) An employee is entitled to take vacation leave with pay, provided the employee has earned vacation leave credits.
- (b) An employee shall have his/her anticipated yearly vacation leave credits advanced April 1<sup>st</sup> of each year. The parties agree that should an employee take unearned vacation and not return to the employment of the Employer or return but not long enough to earn the already taken vacation, the Employer has the right to recover the monies from any monies owing the employee.
- (c) An employee who has received pay from the Employer for at least ten (10) days in a calendar month shall earn vacation leave credits for that month as per 20.02.

20.02

<u>Years of Service</u>	<u>Vacation Entitlement</u>	<u>Monthly Accrual Rate</u>
Less than 5 years	20 working days	1.67 days
5 years or more	25 working days	2.08 days

20.03 Where, in respect of any period of vacation leave, an employee is granted wellness leave, the period of vacation leave so displaced shall either be added to the vacation period, if requested by the Employer, or reinstated for use at a later date.

20.04 Employees are required to take their vacation leave during the year in which it is earned. In extraordinary circumstances and with the approval of the supervisor, vacation may be carried over, but must be used in the following fiscal year.

20.05 Granting of Leave

- (a) The Employer shall make every reasonable effort to grant to an employee, who has completed their probation, the period of vacation leave requested by him/her, subject to operational requirements, provided the employee has completed the appropriate vacation leave application form and submitted it to the Employer.
- (b) The Employer will reply to an employee's written authorized vacation leave request in (a) 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 reasons in writing for such alteration or disapproval if requested in writing by the employee.
- (c) An 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.

**Article 21**  
**Wellness Leave**

- 21.01 Employees shall earn 1.75 days of wellness leave credits for each month they received at least ten (10) days' pay from the Employer, to a maximum of 120 days. Effective April 1, 2010, the above entitlement will increase to 2.0 days.
- 21.02 Employees absent due to illness or injury must notify their supervisor prior to the start of their absent day. Employees will also notify their supervisor when they return to work.
- 21.03 Medical substantiation shall be required for sick leave of three (3) days or more in duration or where an employee has a poor attendance pattern.
- 21.04 Employees may use up to six (6) days of leave under this article for purposes of bereavement, dealing with the illness of a family member, or marriage.
- 21.05 Employees may use wellness leave under this article for periods of up to a maximum of one-half (1/2) day for medical, dental, optometrist, and chiropractor appointments, when it is not possible for the employee to arrange such appointments outside her/his normal hours of work.
- 21.06 Employees may use wellness leave under this article on the birth or adoption of their child up to a maximum of one (1) day; the one (1) day may be taken within thirty (30) days of the birth or adoption of the child.
- 21.07 Employees may use up to one (1) day under this article, every two (2) months, for purposes of personal leave. Employees shall request such leave, in writing, with as much notice as possible. Approval of such leave shall be based on operational requirements. The Employer shall make every effort to approve such leave.
- 21.08 Employees may use up to two (2) days under this article if they are required to travel to centres outside the Yukon for medical treatment. Prior to this travel time being granted, a doctor's certificate shall be submitted stating that the referral is necessary for the treatment to the employee.
- 21.09 For purposes of this Article, a spouse will be defined as a person to whom an employee is legally married or a person with whom an employee has an exclusive relationship for more than twelve (12) months and whom has been identified in writing to the employer as the employee's spouse, regardless of gender.
- 21.10 Employees shall use their Wellness Leave Entitlement to cover the period between the Christmas and New Years Shutdown period.