

Third Collective Agreement

between

**The Public Service Alliance of Canada
(P.S.A.C.)**

and

The Village of Haines Junction

Effective

January 1, 2022 to December 31, 2023

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Article 1 – Purpose of Agreement

- 1.01 The purpose of this Agreement is to set forth the rights of the parties and to set forth terms and conditions of employment.
- 1.02 The parties agree it is in the mutual interest of the Employer, the Union and the Employees to maximize safety, and to minimize the risk of injury or occupational disease in the workplace.
- 1.03 The parties are committed to establishing an effective working relationship at all levels in which the employees are employed.

Article 2 – Interpretation and Definitions

2.01 Definitions

“Agreement” means this Collective Agreement;

“Bargaining unit” or “unit” means the bargaining unit certified by the Canada Industrial Relations Board on October 24, 2014 pursuant to Order 10650-U and as may be further amended by the Canada Industrial Relations Board from time to time;

“Chief Administrative Officer” means the senior municipal officer appointed by the Council of the Village of Haines Junction pursuant to the Municipal Act (Yukon);

“Council” means the Mayor and Council for the Village of Haines Junction;

“Continuous Service” means uninterrupted employment with the Village of Haines Junction.

“Day” means the period commencing at 12:01 a.m. and ending at midnight;

“Double time” means two times (2x) the hourly rate;

“Employee” means a member of the bargaining unit employed by the Employer.

- (a) “Permanent employees are employees who are required to work on a continuing basis for the standard hours of work as per Article 36.02 (a) and (b) of the collective agreement, and who have successfully completed the required probationary period
- (b) “Part-time employees are full or part-time employees who are required to work on a continuing basis for less than the standard hours of work as per the collective agreement.” Part time employees who work less than the standard hours of work shall receive benefits prorated to actual hours worked. If the hours worked are less than 50% of the standard hours of work, the employee shall receive group insurance only, if qualified. Sick leave and vacation entitlement shall be pro-rated based on the hours worked per week.

- (c) “Term employees are full or part-time employees who are required to occupy a specific position established by the C.A.O., for a specific period of less than twelve (12) months, but more than the six-month probationary period.” Term employees shall receive Extended Health and Dental Care benefits in addition to the mandatory Group Insurance. Vacation entitlement shall be pro-rated based on the hours worked per week. Sick leave will be granted to term employees, prorated to actual regular hours worked, following three (3) consecutive months of employment.
- (d) “Seasonal employees are full or part-time employees who are required to perform work of a seasonal nature on a regular basis for a period of less than six-months. Any extension must be agreed to by the Union, the employee and the Employer. Performance reviews will be conducted upon completion of seasonal assignments. The employer will communicate in writing the results of the performance review to the employee prior to their termination date. The reviews will determine whether employees receive preferential hiring for the next season. The employee shall indicate in writing within thirty (30) calendar days of receiving their written performance review whether they intend to return for the following season.
- Seasonal employees will have recall rights for similar employment during the next season and may be recalled by the Employer subject to final budget approvals which normally occur on or around mid-April annually. Seasonal employees shall be entitled to the following benefits: medical and group insurance provided the employee meets plan requirements, six percent (6%) vacation pay and sick days on a pro rata basis in accordance with the waiting period pursuant to Article 21.01.
- Seasonal employees that are returning the immediate consecutive season shall not be required to serve the waiting periods for medical and group insurance or sick time benefits.
- (e) “Casual employees are employees who are called in for temporary work on an as needed basis where the expectation is the work will not be required for more than three hundred (300) hours in a calendar year. Any extension must be agreed to by the Union, the employee and the Employer. Casual employees shall not be entitled to benefits or sick days and shall be paid vacation pay as per Employment Standards.
- (f) “Probationary” employees are newly hired employees who are serving the required probationary period upon initial appointment to a permanent position.

“Employer” means the Village of Haines Junction;

“Layoff” means the temporary or permanent interruption of employment due to a lack of work, a reduction in the amount of work the Employer requires to be performed or the discontinuance of a function but does not include termination for cause;

“Representative” means an employee selected by the Union pursuant to Article 10.01 to represent it in dealings with the Employer;

“Spouse” means a person to whom the employee is lawfully married or a person with whom the employee has lived in a conjugal relationship for a period of not less than twelve (12) months and who the employee publicly represents as his or her spouse;

“Time and a half” means one and one half times (1.5x) the hourly rate;

“Overtime” means the work defined in Article 24.01;

“Union” means the Public Service Alliance of Canada (“PSAC”) or the Yukon Employees’ Union, as the case may be;

“Vacation year” means the period from date of hire or anniversary of hiring to the next anniversary of hiring;

“Week” means the period commencing at 12:01 a.m. Monday and ending at midnight Sunday.

Article 3 – Application

- 3.01 The provisions of this Collective Agreement apply to the Union, the employees, and the Employer.
- 3.02 No employee shall be required or permitted to make a written or oral agreement with the Employer which conflicts with the terms of this Agreement.
- 3.03 The provisions of this Agreement shall take precedent over any regulation or directive of the Employer, unless the Employer’s regulation or directive is mandated by statute.

Article 4 – Recognition

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for the bargaining unit subject to any further Order of the Canada Industrial Relations Board.
- 4.02 The Employer shall advise prospective employees that the workplace is unionized.

Article 5 – Probation

- 5.01 Newly hired employees shall be on probation for a period of six (6) months.

Article 6 – No Strikes and Lockouts

- 6.01 The Employer agrees that it will not cause or direct any lockout of the employees during the Term of this Agreement.
- 6.02 The Union agrees that there will be no strikes, work stoppages, or slowdowns during the Term of this Agreement. The Union agrees that where such action occurs, it will forthwith repudiate the activity and make all good faith efforts to require the employees to return to work.
- 6.03 An employee may refuse to cross a lawful picket line and will not be disciplined for such refusal. Employees shall not be paid for hours missed from work as a result of refusing to cross a picket line.

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 the Village of Haines Junction. The Employer agrees to administer their rights in a fair and reasonable manner.
- 7.02 The Chief Administrative Officer (C.A.O.) shall supervise and direct the employees of the Village.

Article 8 – Employer Directives

- 8.01 The Employer shall provide the Yukon Employees Union and its local representatives with a copy of all personnel directives which are intended to clarify or interpret this Agreement.

Article 9 – Human Rights

- 9.01 (a) The Union, the Employer, (including members of management) and the employees agree that it is a violation of this Collective Agreement to discriminate against an employee or a group of employees, against the Employer, or the Union based on any of the prohibited grounds set out in the Human Rights Act (Yukon) (the “prohibited grounds”).
 - (b) The parties agree that it is a violation of this Collective Agreement to discriminate against an employee because of the employee’s Union membership or activity or for exercising the employee’s rights under this Collective Agreement.
- 9.02 (a) The Employer agrees that it will not establish or maintain a difference in wages between employees who are performing work of equal value, if the difference is based on a prohibited ground.

- (b) In assessing the value of the work performed, the criterion to be applied is a composite of the skill, effort, and responsibility required and the working conditions.

9.03 Workplace harassment can take the following forms: sexual harassment, personal harassment, workplace violence and abuse of authority. For the purposes of this Agreement, these are defined as follows:

- (a) “Personal Harassment” means any improper behaviour by an individual that is directed at and offensive to an employee which the individual knows or reasonably ought to know would be unwelcome. This comprises objectionable conduct, comment or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient. Harassment does not include the good faith exercise of managerial or supervisory duties.
- (b) “Sexual harassment” means conduct, comments, gestures or contact of a sexual nature:
 - (i) that is reasonably likely to cause offence or humiliation to the employee; and
 - (ii) 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.
- (c) “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.
- (d) “Workplace Violence” means any incident in which a representative of the Employer or a person employed by the Employer is abused, threatened or assaulted by another representative of the Employer or person employed by the Employer and or member of the public and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or verbal nature that might, on reasonable grounds, be perceived by the recipient as placing the recipient at risk of injury.

9.04 The Employer will make every reasonable effort to ensure that employees are not subjected to workplace harassment.

9.05 The Employer will take such disciplinary measures as the Employer deems appropriate against any individual under the Employer’s direction who subjects any employee or other person to personal or sexual harassment.

- 9.06 Complaints of personal or sexual harassment or other workplace harassment shall be brought to the attention of the Chief Administrative Officer. An employee may be assisted by the Union in making a complaint. If the Chief Administrative Officer is the subject of the complaint, it will be brought to the attention of Council sitting in camera without the Chief Administrative Officer.
- 9.07 Where an employee makes an allegation of workplace harassment against the Employer, the Employer will not disclose the name of the complainant or the circumstances related to the complaint, except that it will disclose the name of the complainant to the person who is the subject of the complaint and as necessary in order to investigate the complaint.
- 9.08 Critical incident stress defusing shall be made available to employees who have suffered a serious work related traumatic incident of an unusual nature. Leave to attend such a session shall be without loss of pay.

Religious Observance

- 9.09 An employee may, in accordance with the provisions of this Agreement, request annual leave, lieu time, or leave without pay in order to fulfill religious obligations. Leave without pay will only be agreed to if the employee has no accumulated but unused annual leave or lieu time.

Article 10 – Appointment of Representatives

- 10.01 The Employer acknowledges the right of the Union to appoint employees as Representatives.

Article 11 – Union Access to Employer Premises

- 11.01 Upon reasonable notification, the Employer shall permit access to its work premises of an accredited representative of the Union. Except with advance express permission of the Chief Administrative Officer, the representative shall not meet with an employee during the employee's working hours or disrupt operations.

Article 12 – Time off for Union Business

Conciliation or Arbitration Hearings (Disputes)

12.01 Upon reasonable notice, the Employer will provide leave without pay to any employee whose presence is essential to representing the Union before an arbitration or conciliation hearing.

Employee Called as a Witness

- 12.01 (a) Where an employee is summoned to provide evidence at a conciliation or arbitration hearing by the Employer, the leave shall be with pay.
- (b) In all other cases where an employee is summoned as a witness, the leave shall be without pay.

Arbitration Hearings (Grievances)

- 12.02 (a) The Employer will grant leave without pay to a grievor to attend at an arbitration hearing.
- (b) Subject to operational requirements, the Employer may give leave without pay to an employee who is not the grievor and who is not summoned as a witness to attend at an arbitration or conciliation board hearing.

Employee Attendance at Court

- (c) The Employer will grant leave without pay to an employee who is required to attend at court as a witness or as a party except that if required as part of the employee's job duties, the leave will be with pay.

Employee Attendance at Local Grievance Meetings

- (d) A grievor and the grievor's Representative shall be given leave with pay during working hours to attend grievance meetings with the Employer

Contract Negotiations Meetings

12.03 The Employer and the Union shall share the cost equally (50% each) for two (2) employees for the purpose of attending on behalf of the Union at Collective Agreement negotiations.

Preparatory Contract Negotiations Meetings

12.04 The Employer will grant leave without pay for two (2) employees for up to a maximum of one (1) day each to attend preparatory negotiations meetings.

Meetings between the Union and Management

12.05 Except where Articles 12.03 or 12.04 apply, the Employer will grant leave without loss of pay for up to two (2) employees to meet with the Employer on behalf of the Union.

Employee Organization Executive Council Meetings, Congresses and Conventions

12.06 Subject to bona fide operational requirements, the Employer will grant reasonable leave without pay to one (1) employee to attend executive council meetings and conventions of PSAC, the Yukon Employees Union, the Canadian Labour Congress and the Yukon Federation of Labour.

12.07 Subject to bona fide operational requirements, the Employer will grant reasonable leave without pay to one (1) employee who has been appointed as a Representative in order to undergo training related to the duties of a Representative.

Time-off for Representatives

12.08 (a) The Employer recognizes the Union's right to select Representatives from among the employees to represent the employees. The Union agrees to provide the Employer with the names of the employees designated as Representatives. The Employer shall only deal with such employees as Representatives until it is advised in writing that another employee has been appointed.

(b) A Representative shall obtain permission of their supervisor before leaving their workplace to perform Representative duties as described in Article 12.10. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld.

12.09 On resuming their normal duties, the Representative shall notify their supervisor.

12.10 Within reason, a Representative may:

- (a) investigate complaints of an urgent nature;
- (b) assist an employee in presenting a grievance;
- (c) attend meetings at the request of the Employer;
- (d) attend grievance meetings in accordance with Article 16; and
- (e) attend Labour Management Committee meetings in accordance with Article 37.

12.11 Subject to operational requirements and upon reasonable notice, the Employer will grant leave without pay to an employee:

- (a) to participate as a delegate to a constitutional conference 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.

Union Meetings

12.12 The Employer will grant leave without loss of pay for up to one (1) hour per meeting for Union members to attend up to two Union Meetings per calendar year. For clarity, this provision shall apply only to employees who are working and require a leave at the time of the Union meeting.

Leave for Union Office

12.12 Employees elected to the governing executive of the Union 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, the employee shall maintain, but not further accumulate, all rights and benefits which the employee accumulated under this Agreement.

12.13 Such employees shall advise the Employer as soon as possible when an extension of their leave of absence is necessary due to re-election.

12.14 Provided that the employee establishes his or her qualifications at the employee's own expense, the employee shall be returned to the position the employee held at the commencement of the leave. An employee shall provide the Employer with not less than two (2) months' notice that the employee is returning from such a leave.

12.15 Notwithstanding Article 12.14, the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should they bid on a position and be the successful candidate. The Employer may consider the employee's availability in such a competition.

12.16 Upon reasonable notification, the Employer may 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 Where leave without pay is granted in accordance with this Article, with the exception of Article 12.12, Employees shall have their regular salary and benefits uninterrupted during such leave and the Employer shall invoice the Union for the cost of Union Leave. For clarity, this will not include overtime.

Article 13 – Check-off

13.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the pay of all Employees in the bargaining unit, commencing with the first full month of employment. Where an Employee does not have sufficient earnings in respect of any monthly period to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary. All Employees must become and remain members in good standing of the Union. For new Employees, membership shall commence on the initial date of employment.

- 13.02 The PSAC shall inform the Employer in writing of the authorized monthly deduction to be checked off for each classification.
- 13.03 No Employees organization other than the PSAC shall be permitted to have membership dues and/or other or equivalent deducted by the Employer from the pay of Employees in the bargaining unit.
- 13.04 The amounts deducted in accordance with Article 13.01 shall be remitted to the Comptroller of the PSAC by cheque within twenty-five (25) days after the monthly deductions are made and shall be accompanied by particulars identifying each Employee and the deductions made on the Employee's behalf.
- 13.05 The PSAC 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 limited to the amount actually involved in the error.
- 13.06 The Employer agrees to identify annually on each employee's T4 slip the total amount of union dues deducted for the applicable year.

Article 14 – Information

- 14.01 The Employer shall provide the Union with each remittance of dues with the following information:
- (a) the name of the employee;
 - (b) the employee's job classification and rate of pay; and
 - (c) the employee's employment status (active, on layoff, or on leave, no longer an employee, a new hire with date of hire).
- 14.02 The Employer shall notify the Union of all newly created classifications including whether the classification is in or out of the bargaining unit.

Publication of Collective Agreement

- 14.03 The Employer and the Union will share equally the cost associated with the publication and distribution of this Collective Agreement. The Union will facilitate the publication and distribution of this Collective Agreement.
- 14.04 The Employer shall provide each employee with a copy of this Collective Agreement.

Article 15 – Provision of Bulletin Board Space and Other Facilities

- 15.01 A bulletin board will be made available to the Union on the Employer's premises (one each in the Shop, Arena, Pool, Recycle Centre) for the purpose of posting notices pertaining to the business affairs of the Union. Notices shall only be posted by and removed by a Union designate. The bulletin boards will be located in a place out of public view.
- 15.02 Once a month, a representative shall have the right to give new employees hired in the previous month an orientation of up to fifteen (15) minutes. The representative and the new employees will be paid for this period.

Article 16 – Processing of Grievances

16.01 "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.

16.02 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 who wishes to use the informal complaint stage must give notice of this intention in writing to their supervisor within seven (7) calendar days of the action or event which is the subject of the complaint. The supervisor shall advise the employee of their right to representation.

An employee may present a grievance pursuant to Clause 16.05 if no informal complaint is made when the employee first becomes aware or ought reasonably have become aware of the action or circumstances giving rise to the grievance.

In the event the complaint is an alleged violation of Clause 9.03 by the supervisor, the employee shall 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 within twenty-eight (28) days of the grievance occurring or such longer period which the employee and the employee's supervisor may agree in writing.

Formal Grievance

- 16.03 An employee who wishes to present a grievance, shall transmit this grievance in writing to the C.A.O. or designate who will provide the employee with a receipt stating the date on which the grievance was received by the C.A.O. or designate.
- 16.04 Except as otherwise provided in this Agreement, a formal grievance shall be processed by recourse to the following steps:
- (a) Level 1 – Chief Administrative Officer (C.A.O.)
 - (b) Mediation/Arbitration
- 16.05 (a) An employee may be assisted and/or represented by the Union at the complaint level and/or when presenting a grievance.
- (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.
- (c) 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 16.05 (a) and (b).
- 16.06 The Employer shall reply to an employee's grievance at Level 1 of the grievance procedure within twenty-one (21) calendar days after the grievance is presented.
- 16.07 The Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at the same time that the Employer's decision is conveyed to the employee.
- 16.08 The time limits stipulated in this procedure may be extended by mutual agreement in writing between the Employer and the employee and, where appropriate, the Union representative.
- 16.09 Grievances referred to arbitration can only be withdrawn by the employee with the prior approval of the Union; otherwise an employee may, by written notice to their immediate supervisor, abandon a grievance.
- 16.10 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 the employees' control, the employee was unable to comply with the prescribed time limits.
- 16.11 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 their grievance or refrain from exercising their right to present a grievance, as provided in the Collective Agreement.
- 16.12 Where an employee has presented a grievance, and the grievance has not been dealt with to the employee's satisfaction, the employee may refer the grievance to arbitration in accordance with the arbitration procedure specified in this Agreement.

Policy Grievance:

16.13 A policy grievance shall be defined as a dispute involving a question of application or interpretation of any Article of this Agreement which arises directly between the Employer and the Union. The provisions of this Article may not be used with respect to a grievance directly affecting an individual employee or a group of employees. A policy grievance seeks a declaratory decision concerning the proper application or interpretation of the Collective Agreement. It shall be submitted within twenty-eight (28) calendar days following the circumstances giving rise to the grievance.

Employer Grievance:

16.14 The Employer shall have the right to file a grievance concerning the interpretation, application, or alleged violation of the Collective Agreement. A grievance brought by the Employer shall be submitted to the Union within twenty-eight (28) calendar days from when the Employer first becomes aware of the action or circumstances giving rise to the grievance.

Mediation

- 16.15 (a) The Union and the employer may within ten (10) calendar days after the date in which the final Level 1 response has been received, jointly submit a request to the Federal Conciliation and Mediation Services (FMCS) for mediation assistance. In the case where such a request is jointly submitted, it is understood by the parties the referral to arbitration timelines in Clause 17.04 will be suspended during this step.
- (b) If the mediation is unsuccessful in resolving the grievance, then either party may invoke the Arbitration Procedure as per Clause 17.01 within twenty (20) calendar days of the conclusion of the mediation process.
- (c) Failure by either party to apply for arbitration within the prescribed time limits as in Clause 16.15 (b) above shall be deemed to have abandoned the grievance unless, due to circumstances beyond their control, the party was unable to comply with the prescribed time limits.

Article 17 – Arbitration Procedure

- 17.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Collective Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Collective Agreement has been violated, either party, subject to Article 16.04, may after exhausting the grievance procedure notify the other party that it is submitting the difference or allegation to arbitration.
- 17.02 Any arbitration arising out of this Collective 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 sent to the other party. The reference shall provide the name, address and telephone number of the party's representative and include a list of names of persons proposed for selection as an 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 agree to one of the proposed arbitrators, or propose other arbitrators in response.
- 17.05 If the parties have not agreed to an arbitrator within twenty-one (21) days of receipt of the written acknowledgment referred to in Article 17.04, 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. The parties agree that grievances referred to arbitration should be dealt with as quickly as possible and shall take all reasonable steps to ensure that this happens.
- 17.07 The award of the arbitrator is final and binding upon the parties.
- 17.08 Each party shall pay one-half (½) of the fees and expenses of the arbitrator. Each party is responsible for its own costs and expenses associated with an arbitration.
- 17.09 The time limits stipulated in this procedure may be extended by mutual agreement in writing of the parties.

Article 18 – Designated Paid Holidays

- 18.01 (a) The following are the designated holidays:
- (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) National Day for Truth and Reconciliation**
 - (x) Thanksgiving Day
 - (xi) Remembrance Day
 - (xii) Christmas Day
 - (xiii) Boxing Day
 - (xiv) Aboriginal Day**

- (xv) Any other day that may be proclaimed as a lawful holiday by the Territorial, Civic or Federal Government of Canada.
- (b) Where the Yukon Territorial Government changes the name of a designated paid holiday mentioned in Article 18.01(a), the former title shall be deemed to be deleted and the new title of the general holiday substituted.
- (c) To qualify for holiday pay for the holiday, an employee must:
 - (i) have completed thirty (30) calendar days employment with the Employer;
 - (ii) have been paid by the Employer for the last scheduled shift immediately prior to the holiday and the employee's first scheduled shift immediately following the holiday, unless only the employee has been granted leave without pay under the provision of Article 12 (Time off for Union Business) and in respect of which the Union has certified that the employee was paid by the Union for Union business for the working day immediately preceding and the working day immediately following the designated holiday; and
 - (iii) if scheduled to work or called in to work on the holiday, have attended at work and worked the scheduled hours.
- (d) Part-time employees who work less than the standard hours of work will be paid holiday pay based on the average number of hours worked on each working day during the two-week period immediately preceding the week in which the general holiday falls.
- (e) Casual employees shall be entitled to holiday pay in accordance with the Yukon Employment Standards Act.
- (f) Employees working on a holiday listed in Article 18.01(a) will receive the benefit of statutory holidays which may include a day off with pay, or if worked, compensation at a rate of 1.5 times the regular hourly rate of pay for all hours worked plus the holiday pay. An employee may elect to be granted a day of leave with pay (straight time rate of pay) to be banked and used at a later date in lieu of the regular pay for the holiday.
- (g) All unused banked designated holidays will be paid out in the year in which they are earned.

Holiday Falling on a Day of Rest

18.02 For employees working a Monday to Friday week, if the holiday falls on a Saturday or Sunday, then it will be observed on the immediately preceding Friday or the immediately following Monday. For employees who do not work a Monday to Friday week, and the holiday falls on the employee's day of rest, the holiday for that employee shall be observed on the employee's immediately next following scheduled work day or if the employee requests, it will be given on another mutually agreed date.

- 18.03 When a day designated as a holiday for an employee is moved to another day under the provisions of Article 18.02:
- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on the 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 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 the paid leave.
- 18.05 At the request of an employee, and where operational requirements permit, an employee shall not be required to work both Christmas Day and New Year's Day.

Article 19 – Leave General

- 19.01 Starting the month of January in each year and each quarter thereafter, the Employer shall inform each employee in writing of the balance of the employee's sick, special, lieu time and vacation leave credits.
- 19.02 When the employment of an employee who has been granted more vacation than the employee has earned is terminated due to the death of the employee, the borrowed vacation need not be repaid.
- 19.03 When the Employer rejects an employee's application for leave, the reasons for the rejection shall be provided to the employee in writing forthwith.
- 19.04 An employee's request for any leave will be responded to by the Employer in writing within ten (10) working days.

Leave With or Without Pay for Other Reasons

- 19.05 At its discretion, the Employer may grant:
- (a) Leave with pay when circumstances not directly attributable to the employee prevents his/her reporting for duty. Such leave shall not be unreasonably withheld;
 - (b) Leave with or without pay for purposes other than those specified in this Agreement.

Article 20 – Vacation Leave

- 20.01 (a) A full-time employee will earn vacation pay and may take vacation leave as set out herein. Eligible employees shall have access to their anticipated vacation leave credits by the end of January of each year.
- (b) The Employer will make every reasonable effort to grant to an employee the period of vacation leave requested, provided such vacation leave can be accommodated within the *bona fide* operational requirements of the Village. The provisions of Clause 20.03 outline the process to be followed in scheduling vacation leave.
- 20.02 An employee who has received pay from the Employer for at least ten (10) working days in a calendar month shall earn paid vacation leave credit for that month as follows:

Years of Continuous Service	Annual Entitlement	Monthly Entitlement Days
Up to one (1)	15 days	1.25 days
After 2 years	20 days	1.67 days
After 5 years	25 days	2.08 days
After 10 years	30 days	2.50 days
After 15 years	35 days	2.91 days

- 20.03 (a) Employees shall submit their request for their preferred vacation time by March 31st of each year. Employees will, in cooperation and consultation with the manager of each department, formulate the vacation schedule for employees. Such schedule shall be finalized and posted no later than April 30th.
- (b) **Summer Schedule**
 The summer vacation period shall extend from the beginning of the calendar week in which June 15th falls to the end of the calendar week in which September 15th falls.
 Requests for vacation during the summer vacation period submitted after the summer vacation schedule has been posted shall be approved on a first come, first served basis provided that the granting of such requests does not result in additional cost and/or interfere with *bona fide* operational requirements.
- (c) Once posted, the vacation schedule shall only be changed by mutual consent between the employee and the Employer or as deemed necessary due to *bona fide* operational requirements.

- (d) Requests for vacation submitted after the vacation schedule has been posted shall be approved on a first come, first served basis provided that the granting of such requests does not result in additional cost and/or interfere with the bona fide operation requirements.
 - (e) Should the circumstances warrant, an employee may request in writing to either withdraw or exchange previously approved/posted vacation time with the approval of their manager. It is understood such approval will be subject to bona fide operational requirements and will not result in additional costs to the Employer.
 - (f) Request for vacation leave after the posting of the schedule shall be approved on a first come, first served basis. Where more than one request has been submitted for the same time, length of continuous service shall be the deciding factor providing that such approval(s) does not interfere with the bona fide operational requirements.
 - (g) An employee must make every reasonable effort to use all vacation leave earned in one vacation year prior to the completion of the next vacation year.
- 20.04 Where an employee is entitled to bereavement leave or sick leave exceeding three (3) days (accompanied by appropriate documentation or medical certificate) during a scheduled paid vacation, then the leave will be added to the vacation period.
- 20.05 (a) Where at the end of any calendar year an employee has not used all vacation leave credits for that year, up to 15 days of paid vacation may be moved to the following year. If not used by June 30 of the following year, vacation pay shall be paid out at the employee's then hourly rate.
- (b) An employee whose period of vacation leave has been approved, but due to operational requirements is subsequently denied, shall be reimbursed for all non-refundable travel deposits forfeited as a result upon presentation of receipts.
- 20.06 (a) On termination of the employee's employment, the employee shall be paid out all accrued but unused vacation leave credits.
- (b) In the event an employee takes unearned vacation and ceases employment prior to earning such vacation leave for reasons other than layoff; the Employer has the right to recover the vacation monies from any monies owing to the Employer.
- 20.07 (a) Where, during a period of vacation leave, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses incurred in returning to Haines Junction. Such expenses shall be reimbursed in accordance with Article 20.07 (c). Such expenses shall be reimbursed for any non-refundable deposits forfeited as a result of recall. If the employee immediately resumes vacation upon

completing the assignment for which the employee was recalled, the employee shall be reimbursed for reasonable expenses incurred on the return trip upon presentation of receipts.

- (b) The employee shall not be considered to be on vacation leave during any period during which they are on assignment or travelling to or from the employee's vacation destination.
- (c) An employee who is on vacation leave and is recalled early from their vacation shall be reimbursed any extra expenses incurred by the employee for returning early (including change penalties for their spouse and minor age children) upon presentation of receipts.

20.08 An employee in receipt of Short Term Disability or Long Term Disability will retain but not accrue vacation credits. Once the employee is back to work, the employee will recommence earning vacation entitlement.

Long Service Leave

20.09 Long service employees will be awarded one (1) additional week of vacation on the employees' twentieth (20th) twenty-fifth (25th) and thirtieth (30th) year of service.

Travel Time

20.10 Upon completion of one year of continuous service, a permanent full time employee shall be granted three (3) days travel time once per annum. Where vacation is paid out rather than taken, travel time shall not be paid out. Such leave shall be pro-rated for part-time employees. A maximum of three (3) days of travel time may be carried over to the next fiscal year.

Flight Allowance

20.11 Permanent employees who work a minimum of forty (40) hours per calendar week shall receive two thousand two hundred and forty two (\$2,242) dollars per year, as a vacation transportation allowance, on each anniversary of their employment.

Traditional Leave

20.12 An employee who is an Aboriginal person (meaning Indian, Inuit or Metis) and who has been continuously employed for three consecutive months will be entitled to a leave without pay of up to five working days in every calendar year in order to engage in traditional practices such as hunting, fishing and harvesting and other activities to maintain their culture through traditional practices.

The Employee at their discretion, may request additional leave of up to a maximum of five days accumulated paid time per calendar year for the purpose of traditional practices. Such additional leave requests are subject to the approval of the manager and will not be unreasonably withheld.

Family Violence Leave

- 20.13 (a) The Employer recognizes that employees or their dependent child may face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- (b) Employees experiencing domestic violence or employees with a child experiencing domestic violence shall be granted leave without pay for up to ten (10) days per calendar year to attend appointments with professionals, legal proceedings and to engage in any other necessary activities to support their health, safety and security.
- (c) The first five (5) days of such leave shall be paid by the Employer. For the balance of the leave period, employees on such leave may first use accumulated compensatory leave.
- (d) This leave may be taken as consecutive or single days or as a fraction of a day based on one- hour intervals, with request for approval being sought as soon as is reasonable within the first working day. This leave shall not be carried forward.
- (e) All personal information concerning domestic violence will be kept confidential in accordance with relevant legislation and shall not be disclosed to any other party without the employee's written agreement.

At the discretion of the Employer, when the employee is the subject of domestic violence, the employee may be granted paid leave beyond the maximum specified above, provided the employee has unused family-related leave credits or banked leave credits sufficient for the leave granted. Subject to the effective operation of the Employer, such a request shall not be unreasonably withheld

Article 21 – Illness and Injury Leave

- 21.01 Sick leave shall be granted to permanent employees who have been employed for three (3) consecutive months.
- 21.02 Sick leave will be accrued at a rate of one (1) day per month to a maximum of twenty-four (24) days. One (1) day will be deducted from accumulated credits for each day of sick leave paid out.
- 21.03 Sick leave will not accumulate during a period of short term disability, long term disability, leave of absence, or while on Workers' Compensation benefits.
- 21.04 An employee shall be entitled to time off with pay for a bona fide non-occupational sickness or accident provided that the employee has sufficient sick leave credits. Should it become apparent at any time that a pattern of absence is developing, the C.A.O. may

request a medical certificate or that an employee undergo an independent medical examination or that further medical evidence acceptable to the C.A.O. be furnished to substantiate any period of absence claimed to be illness. All costs associated with this clause shall be the responsibility of the employer.

- 21.05 When an employee is away from work for more than three (3) consecutive days and or has exhausted sick leave pursuant to 21.02, the employee may apply for short term disability. If the absence continues after short term disability expires, then the employee may apply for long term disability.

Injury and Illness Leave

- 21.06 The employer may allow an employee to use sick days, vacation days or banked days for a period of time during which a claim for injury or illness is being processed by the Workers' Compensation Health and Safety Board. When the claim is subsequently approved, the employee shall assign or pay to the employer any compensation received by the Workers' Compensation Board and the borrowed leave will be credited back to the employee. The parties agree that there will be no pyramiding of benefits.
- 21.07 In the event an employee applying for short term disability has insufficient sick leave credits and has exhausted their overtime bank, the Employer will review the individual circumstances on a case by case basis and may credit the employee with sufficient sick leave days to bridge the waiting period for short term disability benefits up to a maximum of five (5) days.
- 21.08 Time taken off for medical or dental appointments will be deducted from accumulated sick leave credits. When an employee does not have accumulated sick leave credits, the time taken shall be considered a leave without pay.
- 21.09 Sick leave may be used when an employee's dependent(s) require assistance to travel to Whitehorse or a facility outside the Yukon to seek emergency medical or dental treatment or to visit a non-resident medical specialist, and if is not possible for the employee's dependent(s) to seek treatment or an appointment in the Village of Haines Junction.

Article 22 – Leaves of Absence

Jury Duty

- 22.01 (a) Where an employee is summoned for jury duty and is selected for the jury, the Employer shall provide the employee with paid leave during the jury selection process and for the first twenty (20) days of jury duty. Thereafter, any leave shall be without pay.
- (b) Where jury duty is with pay, the Employer may deduct from the regular pay any allowance received by the Employee for serving on the jury except an allowance which is reimbursement for expenses.

Public Service Leave

22.02 An employee, other than an employee on leave of absence without pay or under suspension, will be granted leave without pay:

- (a) to serve as a Justice of the Peace;
- (b) to serve as a Coroner; or
- (c) to participate in a public inquiry.

Leave Without Pay for Personal Matters

22.03 (a) Leave without pay for personal needs may be granted, subject to operational requirements, to an employee for a period of not more than twelve (12) months. During this period the employee will retain accumulated benefits and continuous service but shall not accumulate further continuous service or benefits.

(b) The Employer will not be responsible for payment of the employee's Group Insurance Program premiums while the employee is on a Leave of Absence but the employee will have the option of prepaying the cost of the benefits.

(c) On returning to work, the employee will receive the same rate of pay as when the employee left but if the leave of absence is more than six (6) months the employee will not necessarily be offered the same position.

Health and Wellness Leave

22.04 The Employer recognizes the importance of preventative health and wellness necessary to the psychological health and well-being of employees. To that end, each employee shall be granted an additional one (1) day per fiscal year of personal wellness leave to take at their discretion. This wellness leave shall be prorated to actual hours worked for part time and seasonal employees. Unused leave days will not be carried forward to the next fiscal year or paid out at the end of the fiscal year. Further, employees shall remain responsible for notifying the Employer when they intend to use this leave.

Special Leave

22.05 (a) Permanent and term employees shall receive special leave providing the employee has been employed for six (6) continuous months. Casual employees are excluded from all these leave provisions.

(b) For the purpose of bereavement leave or attending a potlatch held within thirteen (13) months of a death, an immediate family member is defined as a spouse (including common-law), mother, father, sister, brother (or alternately stepfather, stepmother, step-sibling, or foster parent), grandparent, grandchild, aunt, uncle, spouse, son, daughter, stepchild or ward of the employee, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any relative permanently residing in the employee's household or with whom the employee permanently resides.

Employees shall receive three (3) working days bereavement for a death of an immediate family member or six (6) working days if attending the funeral. One day shall be provided for attending the funeral of a non family member.

- (c) Special leave shall also be granted under the following circumstances
 - (i) Family Related Leave
Illness within the immediate family (two days)
 - (ii) Educational Leave
To write examinations for courses approved by C.A.O. (one day)
 - (iii) Birth or Adoption Leave
Leave with pay to a maximum of two (2) days shall be granted to an employee on the occasion of the adoption or birth of their child. These days can be taken either at the time of the birth/adoption and/or at the time of the birth/adoption and/or at the time the child comes home.
- (d) Pregnancy, Adoption and Parental Leave
Employees eligible for such leave will be entitled to the provisions under the Yukon Employment Standards Act, as attached in Appendix D.
- (e) Compassionate Care Leave
The Employer shall grant employees up to eight (8) weeks of compassionate care leave without pay to care for a critically ill member of the employee's immediate family, in accordance with the Canada Labour Code and the employment Insurance Act
- (f) Where a replacement employee is not hired and is obtaining Group Insurance Benefits, the Employer will be responsible for the payment of the Employer's share of the employee's Group Insurance Premium while the employee is on a Parental Leave of Absence or Compassionate Leave for a period not exceeding six (6) months.
- (g) The C.A.O. may request proof of the need for utilization of leave under this article.

Article 23 – Injury on Duty Leave

- 23.01 (a) Employees who are injured on the job and have their claim approved by the Workers' Compensation Health and Safety Board (the "Board"), shall be granted Injury on Duty Leave with pay.
The employee may:
 - (i) have WCB remit such wages directly to the Employer or
 - (ii) elect to have such compensation assigned to themselves

- (b) Notwithstanding Article 23.01(a), if the Board denies an employee's claim and the claim is under appeal (the "Appeal Period"), the employee is eligible to use their sick leave credits in accordance with Article 21. In the event that the employee does not have sufficient sick leave credits, the employee may use their available vacation leave and banked overtime credits in an amount equivalent to the amount of pay permitted under the Workers Compensation Act until a final decision is made by the Board on the claim.
- (c) If the appeal is successful, the payment made by the Board for the period of the paid Injury on Duty Leave, vacation leave and/or banked overtime used by the employee will be remitted to the Employer and the employee's respective leave banks will be credited accordingly.
- (d) In order to receive the leave with pay, the employee shall first assign to the Employer all payments received from the Board concerning the period of paid Injury on Duty leave and the Appeal Period.
- (e) Employees will not accrue illness and injury leave, paid vacation or other benefits during the unpaid Injury on Duty leave or during the Appeal Period.
- (f) Employees may self-pay for the benefit coverage if permitted by the insurance carrier during the unpaid Injury on Duty Leave and during the Appeal Period. In the event an employee is on a Graduated Return to Work Program and receives wages for hours worked and if the employee elects 23.01 a(i) above and receives pay for at least ten (10) days in a calendar month, or as otherwise specified in the Collective Agreement, the employee shall earn leave accruals in accordance with the appropriate article

Article 24 – Overtime

- 24.01 "Overtime" means work performed by any employee in excess of eight (8) hours per day or forty (40) hours per week.
- 24.02 (a) Except in the case of an emergency, all overtime hours must be authorized in advance by the C.A.O. or a Department Head not in the Bargaining Unit.
- (b) Where overtime is necessary, and subject to operational requirements, the Employer shall make reasonable efforts:
- (i) to allow an employee who was performing a task during the employee's regular hours to complete the task;
 - (ii) if such is not possible, then to allocate overtime among readily available qualified employees who are normally required in their regular duties to perform that work

- (c) Where possible, the Employer shall give employees required to work overtime reasonable advance notice of the requirement
 - (d) Provided that there are other employees willing to work the overtime and qualified to do the work, and excepting emergencies, employees may refuse overtime
- 24.03 An employee who is required to work overtime shall be paid overtime compensation for each completed fifteen (15) minutes of overtime worked by the employee.
- (a) Overtime shall be paid to full time employees as follows:
 - (i) Time and one-half for the first two (2) hours of overtime and double time (2x) thereafter
 - (b) A part time or casual employee will receive overtime if the employee works more than eight (8) hours in a day or more than forty (40) hours in a week (excluding daily overtime hours). Daily overtime shall be at the rates set out in Article 24.03(a)(i) and weekly overtime shall be at the rate of time and one-half.
 - (c) The maximum amount of banked overtime/stand-by time that can be accumulated in any calendar year shall be ten (10) days in a refillable bank of leave. Any overtime or stand-by hours earned after ten (10) days have been banked will be paid out.

Article 25 – Pay

- 25.01 Employees shall be paid not less than the applicable rate of pay for the position to which they are appointed.
- 25.02 Employees shall be paid on a biweekly basis, with pay days being every second Thursday and made by direct deposit to the employee's bank account.
- 25.03 Pay cheques, pay stubs, T4 information slips, and any other employee-specific pay and benefit items shall be distributed in a confidential manner. Pay stubs shall show the employee's name, the pay period, the particulars of the wages, allowances and benefits paid. Leave balances including time in lieu, Vacation Leave, Sick Leave and Special Leave, the deductions taken from the pay, and the employee's net pay shall be provided to employees every pay period.

25.04 Employees who have earned overtime compensation, or any other extra allowances in relation to their regular pay, shall receive such remuneration in the pay period during which it was earned and no later than the following pay day.

Acting Pay

25.05 (a) When an employee is required by the Employer to perform the substantial duties of a higher classification outside the bargaining unit on an acting basis for at least three (3) working days, then the employee shall be paid acting pay calculated from the day on which the employee was instructed to commence to perform the higher duties.

(b) When an employee is required by the Employer to perform the substantial duties of a lower classification, the employee shall continue to be paid at their substantive rate of pay.

25.05 (c) When an employee is required by the Employer to perform the substantial duties of a higher classification on an acting basis for at least three (3) working days, then the employee shall be paid acting pay calculated from the day on which the employee was instructed to commence to perform the higher duties and the employee shall:

(i) receive the minimum salary for the acting position where their present salary is less than the first step for that position; or one hundred and ten percent (110%) of their present salary whichever is greater.

25.06 When a day designated as a paid holiday occurs on a day when the employee would otherwise be performing duties on an acting basis, the holiday shall be considered at the Acting Pay rate.

New Hires and Appointments

25.07 When an employee is appointed to a new position, the employee will be paid:

(a) if the appointment constitutes a promotion, an increase in salary of not less than four (4) percent or as otherwise authorized by the C.A.O. within the pay range of the position to which the employee is appointed;

(b) if the appointment constitutes a demotion, the employee shall receive a rate of pay within the range of the position to which the employee is demoted, which is nearest to but not greater than the employee's former rate of pay;

(c) if the appointment is an initial appointment to a position with the Employer, the new employee shall be paid at a rate of pay within the range of the position, which is commensurate with the employee's qualifications and experience.

Pay Recovery

25.08 When an employee, through no fault of their own has been overpaid, the Employer will, in writing, advise the employee of the overpayment and of the Employer's intention to correct the overpayment. Prior to commencing recovery, the Employer shall devise a recovery schedule and discuss with the employee. In no case shall the money repaid be in excess of twenty percent (20%) of the employee's net earnings per pay period.

Part Time Employees

25.09 The salary payable to part time employees shall be determined on the basis of the range applicable to the classification and the percentage of the standard hours of work applicable to that class has been established for the part time position.

25.10 Part time employees who are occasionally required to work more hours than are established as standard hours of work for the part-time position shall be paid at the regular rate of pay for the applicable class for all hours worked up to the standard hours of work prescribed for the applicable class.

Article 26 – Reporting Pay

26.01 If an employee reports to work as directed by the Employer on a regularly scheduled shift, then the employee is entitled to be paid the greater of:

- (a) the hours actually worked at straight time; or
- (b) four (4) hours pay.

26.02 If the employee reports for work as directed by the Employer on a day of rest, on a designated paid holiday, or outside their regularly scheduled hours of work, the employee is entitled to be paid for the greater of:

- (a) the hours actually worked at the appropriate overtime rate;
- or
- (b) two (2) hours at the appropriate overtime rate.

Article 27 – Standby Pay

27.01 Where the Employer requires an employee to be available on standby during off duty hours, the employee shall be entitled to be compensated for standby at a rate of one hour's pay at straight time for standby performed subsequent to a regular work day and one hour's pay at time and a half (1.5x) for standby performed on a day of rest or general holiday. Employee's on standby will be permitted to utilize a Village vehicle for the duration of the standby. Use of the vehicle will be exclusively to conduct the duties required of standby.

- 27.02 An employee designated for standby duty shall be available during their period of standby at a known telephone number and shall be required to investigate problems, notify the supervisor if additional staff are required to become part of a work crew if necessary.
- 27.03 If an employee on standby duty is required to respond to an emergency call they shall be paid reporting pay as per Article 26.02.

Article 28 – Vacancies, Job Postings, Promotions and Transfers

- 28.01 Every vacancy for a position that is expected to be for a duration of three (3) months or more and every newly-created vacancy shall be posted on the Employer's notice board.

The job posting shall state the job classification, rate of pay and required qualifications for the job. The Employer will provide a copy of the job posting to the local Union President at least two (2) days before posting. The posting will be posted on the Employer's notice board for at least 10 days before a hiring decision is made

An employee who wishes to apply for the position shall do so on or before the closing date as advertised on the posting. Preference will be given to employees. However, if no employee who applies has the minimum qualifications for the position, then the Employer may proceed to external candidates.

The Employer may simultaneously post a vacancy internally and externally. In the event that there are no successful internal candidates, the Employer may then proceed to consider applications from outside the bargaining unit for the purposes of the selection process.

- 28.02 In choosing between candidates, the Employer shall select the best qualified candidate. Qualifications shall be those required for the position and shall include:
- (a) knowledge;
 - (b) skills;
 - (c) education;
 - (d) experience; and
 - (e) suitability for the position.

Where two or more candidates are relatively equal, continuous service with the Employer shall be the deciding factor.

- 28.03 Subject to Article 25, the rate of pay for a person appointed to a position with the Employer, whether it be an initial appointment or a promotion, shall be the minimum rate of pay for the range of that position unless otherwise authorized by the Chief Administrative Officer where the qualifications of the candidate so warrant.

28.04 An employee promoted to another position shall be on a trial period for ninety (90) days. During the trial period, the employee may choose to move back to the employee's previous position and the Employer can move the employee back if after a reasonable opportunity the employee is unable to perform the job to an acceptable level.

Transfers

28.05 An employee shall not be transferred to a position outside the Bargaining Unit without the employee's consent.

28.06 No employee shall be transferred to another position within the bargaining unit without the employee's consent except on a temporary basis for no longer than ninety (90) days without loss of income.

Probationary Employees

28.07 (a) A probationary employee may be terminated at any time for cause which includes suitability for continuing employment with the Employer. Such a decision may be the subject of a grievance or arbitration if the Union alleges that the employer's decision has been arbitrary, discriminatory or made in bad faith.

(b) A probationary employee shall be eligible to participate in job competitions in the same manner as non-probationary employees.

Article 29 – Job Description

29.01 When an employee is first hired or when an employee is reassigned to another position in the bargaining unit, the Employer shall, before the employee is assigned to that position, provide the employee with a current, accurate and written Job Description of the position to which they are assigned.

29.02 Upon written request, an employee shall be given a current, accurate and written Job Description for their position.

Article 30 – Classification

30.01 During the term of this Agreement, if a new or revised classification is implemented by the Employer, the Employer shall negotiate with the Union the rate of pay for the new or revised classification. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised classification to the Union, the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of implementation of the new or revised classification.

Article 31 – Employee Performance Review and Employee Files

Employee Performance Review

- 31.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss the evaluation and to correct any perceived inaccuracies. The employee shall then sign the finalized review and indicate that its contents have been read and understood by the employee. The employee shall receive a copy of the review. The employee shall also be given the opportunity to provide written comments to be attached to the employee's appraisal and may address any factual inaccuracies in the performance appraisal.
- 31.02 Subject to operational requirements employees will, whenever possible, be given the opportunity for in-service training, retraining and career development in order to become qualified for higher rated positions for which the employee has expressed an interest.

Employee Files

- 31.03 The Employer agrees not to introduce as evidence in any arbitration involving promotion or discipline any document from the employee's personnel file which the employee was not made aware of by being provided with a copy at the time the document was placed on the employee's file.
- 31.04 Any discipline of an employee which has been placed on an employee's personnel file shall be removed after two (2) years after the discipline, provided that no further discipline of the employee has been taken during the two-year period. This article does not apply to performance reviews if references to discipline addressed in the prior sentence are redacted.
- 31.05 An employee may examine the employee's personnel file at any time upon forty-eight (48) hours' notice. The Employer may have an authorized representative present during the employee's examination.
- 31.06 The Employer agrees that there will only be one personnel file kept for each employee.
- 31.07 Where an employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature, the Employer shall advise the employee that at the employee's option they shall have the right to have a Representative in attendance.

Article 32 – Contracting Out

- 32.01 There will be no contracting out of any work presently performed by the Employer if doing so would result in the lay-off or reduction in the hours of work of existing regular employees.

Article 33 – Continuous Service

- 33.01 Continuous service is defined as the length of service with the Employer and shall be applied across all departments. The departments are Public Works and Administration.
- 33.02 The employer shall maintain a continuous service list showing the date upon which each employee's service commenced. The list shall be updated every year and a copy provided to the Union.

Article 34 – Layoff and Job Security

- 34.01 In the event that it becomes necessary to lay off an employee, the Employer shall lay off the employee with the least continuous service in the job classification affected provided that the remaining employees have the qualifications and ability to perform the job.
- 34.02 Employees shall be recalled within their job classification in the order of their continuous service in the job classification where jobs become available, provided they have the ability to perform such jobs.
- 34.03 (a) Except in an emergency, the Employer shall give regular employees not less than two (2) weeks' notice of a layoff.
- (b) If the Employer fails to give the notice specified in this paragraph then the Employer shall pay the employee the equivalent of the employee's salary for the period between the notice given and the notice required.
- (c) If a layoff extends beyond thirteen (13) weeks, the employee shall be paid wages equivalent to the difference between the Yukon Employment Standards Act entitlement and the notice period provided under paragraph (a) and/or pay under paragraph (b).
- (d) If an employee is paid severance under paragraph (c), then for future layoffs the employee shall be treated as a new employee for purposes of Yukon Employment Standards Act severance.

- 34.04 Employees who have received notice of layoff may bump into a lower rated position if the laid off employee has greater continuous service, and has the qualifications and ability to perform the job. The laid off employee must bump the employee in the lower rated classification with the least continuous service.
- 34.05 An employee shall keep the Employer advised at all times of the employee's current address. The employee shall return to work within ten (10) working days from the time that the employee receives notice of recall unless, on reasonable grounds, the employee is unable to do so.
- 34.06 An employee shall lose recall rights and employment after twelve (12) months on the recall list.
- 34.07 No new employees shall be hired within a job classification unless laid off employees with recall rights from that classification have been considered for recall as per Article 34.02.

Article 35 – Discharge and Discipline

- 35.01 (a) The Employer has the right to discharge or suspend an employee for just cause. Such a decision may be the subject of a grievance or arbitration if the Union alleges that the employer's decision has been arbitrary, discriminatory or made in bad faith. Notice of suspension and/or dismissal shall be in writing and shall set forth the reasons for the suspension or dismissal.
- (b) The principle of progressive discipline is recognized by both parties.
- (c) The discharge of a probationary employee may include suitability for employment with the Employer provided the decision to terminate is not arbitrary, discriminatory or made in bad faith in accordance with arbitral jurisprudence.
- 35.02 Should it become necessary to discuss a disciplinary matter with an employee, such discussion will be conducted in private. At the discretion of the employee, a representative can be present, except where it would unduly delay the discussion due to the unavailability of the Union representative.
- 35.03 When circumstances are such that the representative was not available or the employee did not request the attendance of a representative, the Employer shall notify the appropriate representative when discipline occurs.

Article 36 – Hours of Work

36.01 The standard weekly hours of operation shall be as follows:

Public Works: Monday to Friday, 7am to 4 pm

Landfill/Recycling Centre: Tuesday to Saturday, 9am to 6 pm

Seasonal Gardener:

Sunday to Thursday, 9 am to 6 pm Sunday and Monday,

Tuesday to Thursday 7am to 4pm

Arena staff (September to April) Seven days per week – variable schedules

Pool staff (May to September) Seven days per week – variable schedules

36.02 The hours of work for employees shall be as follows:

- (a) full time administrative employees shall be 37.5 hours per week.
- (b) full time public works employees shall be 40 hours per week.
- (c) the gardener shall be 40 hours per week.
- (d) Pool and Arena supervisors may work irregular shifts and work flexible hours not to exceed 40 hours per week as established by the supervisors and approved by the C.A.O.
- (e) Pool and Arena employees may work irregular shifts and work flexible hours as required, but shall not exceed 40 hours per week

- 36.03 (a) Each employee working a full shift is entitled to an unpaid one (1) hour lunch break as established for the department scheduled near the middle of the shift.
- (b) Each employee working a full shift is entitled to a paid fifteen (15) minute break in each half of the shift.
- (c) Employees who work less than a full shift shall be entitled to one fifteen (15) minute break if they are scheduled to work three (3) or more hours, and will not work longer than five consecutive hours between eating periods.

36.04 Employees shall receive two (2) consecutive days of rest each week.

36.05 The work schedules described in 36.01 may be amended following consultation with the Labour Management Committee and with 30 days' notice to employees.

Article 37 – Labour Management Committee

- 37.01 A Labour Management Committee will be formed to consult on matters of mutual interest.
- 37.02 The Labour Management Committee shall consist of two (2) representatives of the Employer and two (2) representatives appointed by the Union.
- 37.03 The Union will consider the department structure in appointing their representatives.
- 37.04 The Labour Management Committee will meet at any time at the request of either party, but in any event will meet at least once every quarter.
- 37.05 Employees shall not lose pay for serving on the Labour Management Committee.
- 37.06 The parties shall make reasonable efforts to schedule meetings during regular hours of the Committee members.

Article 38 – Safety and Health

- 38.01 The Employer shall comply with all applicable Territorial Health and Safety Legislation and Regulations.
- 38.02 The Employer shall make available to all employees a current copy the Occupational Health and Safety Act and Regulations, and all Employer policies pertaining to safety and health.

Right to Refuse Work

- 38.03 (a) Pursuant to Section 15(1) of the Yukon Occupational Health and Safety Act, as may be amended from time-to-time, an employee may refuse to work or do particular work where the employee has reason to believe that:
 - (i) the use or operation of a machine, device or thing constitutes an undue hazard to that employee or any other person; or
 - (ii) a condition exists in the workplace that constitutes an undue hazard.
- (b) Where an employee refuses to work or do particular work under paragraph (a) above, Sections 15 and 16 of the Occupational Health and Safety Act, as may be amended from time-to-time, will be followed.

- (c) Pending the investigation and decision of the Safety Officer pursuant to Section 16 of the Occupational Health and Safety Act, as may be amended from time-to-time, no employee shall be assigned to use or operate the machine, device or thing or to work in the workplace or the part thereof that is being investigated, unless the employee to be assigned has been advised of the other employee's refusal and the reason for it.

First Aid

38.04 Employees who are required to attend First Aid and Safety Training courses shall be granted leave without loss of regular pay for such training. The Employer shall pay for such course fees and/or tuition.

Under this Article, if the Employer requires the employee to attend training on his/her day off, such time will be considered time worked and will be paid at the appropriate rate.

38.05 The Employer will provide and maintain in good condition first aid kits in appropriate locations on the Employer's premises.

Transportation of Injured Workers

38.06 Where an employee suffers injury by accident arising out of and in the course of his/her employment, the Employer shall provide the employee with transportation as required under Section 38(1) of the Yukon Workers' Compensation Act, as may be amended from time-to-time.

Protective Clothing and Equipment

38.07 The Employer shall provide and pay for all protective devices, clothing and other equipment necessary to properly protect employees from injury and unhealthy conditions. The Employer shall make provision for the proper cleaning and maintenance of all safety equipment, devices and clothing at no cost to the employees.

Article 39 – Technological Change

39.01 Technological change has the same meaning as set out in Section 51 of the Canada Labour Code.

39.02 Both parties recognize the overall advantages of technological change. Therefore, both parties will encourage and promote technological change and improvements.

39.03 The Employer agrees to provide at least one hundred and twenty (120) days' notice to the Union of intended technological change.

- 39.04 Where the Employer has notified the Union that it intends to introduce technological change, the parties shall meet within thirty (30) days of the notice in order to consult and make an effort to reach agreement on any changes necessary to the collective agreement or any solutions or administrative procedures to address issues raised by the technological change.
- 39.05 (a) The parties will develop procedures intended to assist employees affected by any technological change to adjust to the effects of the technological change.
- (b) Where technological change leads to the creation of new positions and the elimination of existing positions, the Employer will make reasonable efforts to, offer training in the new positions to employees made redundant by the technological change.
- 39.06 Section 52, 54 and 55 of the Canada Labour Code will not apply during the term of this Agreement to either the Employer or the Union provided that the Employer provides notice in accordance with Article 39.03.

Article 40 – Travel Policy

- 40.01 All travel on Village business by employees must be pre-approved by the Chief Administrative Officer.
- 40.02 (a) Where more than one employee is travelling to the same event, car-pooling shall be used whenever practicable.
- (b) Where car-pooling is practicable but declined, travel allowances will be prorated.
- 40.03 The Employer agrees to use the travel rates set by the Yukon Territorial Government, as amended from time to time.

Article 41 – Uniform Clothing Issue

- 41.01 The following clothing will be provided to full time employees:

Public Works (including landfill/Recycling)

- (a) Overalls (winter/summer) every two years
- (b) Safety boot allowance (up to \$175 per year) upon receipt being provided
- (c) Winter safety rubber boots
- (d) Hard Hats
- (e) Safety rubber gloves
- (f) Gloves
- (g) Multi Season Coat every two years (or alternate as approved by Supervisor)

- 41.02 Seasonal employees will be provided safety boots allowance up to \$175.00 every two years where it is required to safely perform the duties of their job.
- 41.03 Clothing may be replaced due to damage or normal wear and tear when approved by the supervisor.

Article 42 – Retirement Program (RRSP)

- 42.01 Upon completion of thirty (30) days of continuous employment, a full time employee will be required to participate as a condition of employment in the Retirement Program, provided in lieu of a pension plan.
- 42.02 The Employer will deduct a percentage, as established in Article 42.03, of the employee's regular pay from each payroll, and will deposit this to the employee's RRSP Account on a biweekly basis. The Employer will deposit a matching amount into the employee's RRSP account.
- 42.03 Employee contributions will be calculated on the basis of six and one half (6.5%) percent of the employee's regular earnings. At the beginning of year three of the collective agreement, employee contributions will increase to seven percent (7%) of regular earnings. An equivalent contribution will be made by the Employer. An employee may contribute more than the Employer's matching contribution to the RRSP. Any RRSP program is the choice of the employee.

Article 43 – Medical and Group Insurance

43.01 Insurance Plans

- (a) Upon completion of thirty days (30) of continuous employment, full-time employees shall participate in the Employer's Group Insurance Plan as arranged through the Association of Yukon Communities, provided they meet the Group Insurance Plan requirements.
- (b) The A.Y.C. Group Plan includes Life and Accidental Death/Dismemberment, Critical Illness Short and Long Term Disability Insurance with premiums to be shared by the employee and Employer as follows:
 - (i) Life & Accidental Death/Dismemberment - 100% Employer paid.
 - (ii) Long Term Disability Insurance – 100% Employee paid.
 - (iii) Weekly Indemnity Short Term Disability – 100% Employee paid
 - (iii) The above premiums shall be paid via payroll deduction.

- (c) The monthly premiums shall be established by the insurance providers. In accordance with the Income Tax regulations, premiums for Life, Critical Illness and Accidental Death/Dismemberment are considered a Taxable benefit.

Health Care Plans

- 43.02 (a) Upon completion of thirty days (30) of continuous employment, full time eligible employees who are not covered by another Extended Health Care or Dental Plan may participate in the Health Care Plans arranged by the Employer through the Association of Yukon Communities, provided they meet the Health Care Plan requirements.
- (b) Monthly premiums shall be established by the insurance providers and the cost shall be borne as follows:
 - (i) Extended Health – 100% Employer
 - (ii) Dental – 100% Employer
- 43.03 In the event the AYC proposes to change the Group Insured Benefits provided to employees as of the date of signing of this Collective Agreement, the Employer agrees to make its best efforts to encourage the AYC to maintain benefit plans at least at the level established at date of signing.

Article 44 – Training and Development

General

- 44.01 The Village recognizes the need for training and professional development in order for employees to become more adept in the performance of their duties.
- 44.02 A separate item for training and development has been established by the village and annual allocations for training of Village employees will be part of the annual budget process.
- 44.03 Applications for attendance at any workshop, course, seminar, symposium or convention shall be made in writing to the Chief Administrative Officer. All costs for approved training will be paid for by the Employer.
- 44.04 All courses must be taken at or sponsored by accredited educational institutions and /or provided by a recognized professional or technical training body and must be directly related to the employees work or to any career objective that is reasonable and is a benefit to the Village.
- 44.05 Records of staff training and development shall be kept in the employee's personnel file.

- 44.06 Where the Village prepays a fee for education or training and the employee does not achieve a passing grade, the employee and C.A.O. will meet to determine alternatives based on the agreed to training plan. The C.A.O. may use discretion and may waive additional costs associated with any further attempts to rewrite the examination.

Article 45 – Change of terms and Renegotiation of Collective Agreement

Term of Agreement

- 45.01 This agreement shall be implemented January 1, **2022** and expire December 31, **2023**.
- 45.02 This Collective Agreement may be amended during its terms by mutual agreement of the Employer and the Union, but any such amendment shall be in writing.
- 45.03 Either party may give written notice to the other party to bargain a renewal, revision or replacement of this Collective Agreement within four (4) months of the expiry date of this Collective Agreement.
- 45.04 Where notice to bargain has been given, this Collective Agreement shall remain in full force and effect until the provisions of section 89(1) of the Canada Labour Code have been met or a renewal, revision or replacement collective agreement has been entered into.
- 45.05 All notices related to the collective bargaining shall be in writing. Notices to the Union shall be given to the Regional Executive Vice President, PSAC North, and notices to the Employer should be given to the Chief Administrative Officer (C.A.O.).

Article 46 – Rates of Pay

- 46.01 The rates of pay shall be set out in Appendix “A”. Employees will be placed on the pay grid as set out in Appendix “B”. At the beginning of the first year of the collective agreement, the pay grid will be adjusted by **1.75%**, and at the beginning of the second year of the collective agreement, the pay grid will be adjusted by a further **1.25%**.

Article 47 – Indemnity

INDEMNITY

47.01 The Employer agrees to defend, indemnify and hold harmless the employee from any claims, demands or proceedings, but only to the extent caused by or arising out of the employee's acts or omissions made in the course of employment with the Village of Haines Junction and only to the extent of the insurance and defense provided by the commercial general liability and professional liability insurance coverage placed by the Employer.

47.02 The Employer agrees to maintain, throughout the term of this Agreement, commercial general liability and professional liability insurance with reasonable limits. Indemnity is subject to cooperation with counsel provided by the insurance carrier or by the Employer.

The exception to this clause would be the gross negligence or willful misconduct on the part of the Employee.

Signed November 5, 2021

For the Village



Dan Rodin,
Chief Administrative Officer



Donna Istchenko
Treasurer

For the PSAC



Lorraine Rousseau
Regional Executive Vice President North



Tony Thomas
Regional Vice President Yukon Employees Union



Erna Post
Negotiator PSAC

APPENDIX A - Wage Schedule

Effective January 1, 2022				1.75%
Position	Step 1	Step 2	Step 3	Step 4
UMO2	34.40	35.51	36.62	37.73
UMO1	29.98	31.07	32.19	33.28
UMO - M	28.49	29.53	30.60	31.63
UMO	24.98	26.35	27.75	28.86
Landfill	24.42	25.54	26.64	28.30
Recycle	24.42	25.54	26.64	27.75
Gardener	-	-	-	24.98
Arena Supervisor	24.42	25.54	26.64	27.75
Arena Assistant	-	-	-	24.42
Pool Supervisor	24.42	25.54	26.64	27.75
Assistant Pool Supervisor	-	-	-	24.42
Senior Lifeguard	-	-	-	20.52
Lifeguard	-	-	-	17.48
Labourer	-	-	-	24.42
Leadhand Premium				1.50

Effective January 1, 2023				1.25%
Position	Step 1	Step 2	Step 3	Step 4
UMO2	34.83	35.95	37.08	38.20
UMO1	30.35	31.46	32.59	33.70
UMO - M	28.85	29.90	30.98	32.03
UMO	25.29	26.68	28.10	29.22
Landfill	24.73	25.86	26.97	28.65
Recycle	24.73	25.86	26.97	28.10
Gardener	-	-	-	25.29
Arena Supervisor	24.73	25.86	26.97	28.10
Arena Assistant	-	-	-	24.73
Pool Supervisor	24.73	25.86	26.97	28.10
Assistant Pool Supervisor	-	-	-	24.73
Senior Lifeguard	-	-	-	20.78
Lifeguard	-	-	-	17.70
Labourer	-	-	-	24.73
Leadhand Premium				1.50

Steps are advanced every 6 months until employee reaches Step 4

Lead Hand Premium of \$1.50 an hour for the duration of the Collective Agreement.

APPENDIX B— Code of Ethics

This Code of Ethics has been developed in collaboration between the Village of Haines Junction and the PSAC. The Code sets forth the desirable values and ethics to ensure the highest degree of integrity, conduct and professionalism; outline responsibilities, expectations and preferred practices, including guiding principles for appropriate organizational behaviour.

This Code intends to be instructive and provide the ethical principles and procedures of conduct expected.

The Code of Ethics applies to the Employer, all bargaining unit employees, the Union and to contractors.

GUIDING PRINCIPLES AND EXAMPLES

PRINCIPLES	EXAMPLES
OPENNESS	A culture of openness is encouraged, one which aims at ensuring that matters connected with the operation of the Village of Haines Junction can be discussed freely among employees and the <u>Administration</u> .
PRIVACY	Respect for the privacy and confidentiality rights of the public, the council and colleagues. Confidential information is used only for the purposes for which it was originally provided and shared only with authorized parties on a need to know basis unless consent is given or required by law.
RELEASE OF CONFIDENTIAL INFORMATION	Confidential information relating to the operation and affairs of the Village will be released to the media only at the discretion of the Mayor and Council. For example: Content of in-camera meetings Personnel matters, including discipline, resignation and pay-out compensation Negotiations to buy or sell municipal assets, including property and other contract negotiations Information given in confidence Legal matters
RELATIONSHIP WITH THE PUBLIC AND COUNCIL	The Employer's and employee's primary obligation is to provide Village unbiased, high quality services professionally.

<p>CONFLICT OF INTEREST</p>	<p>An employee will avoid any conflict of interest, particularly in their relationship with a family member or the public. Unless otherwise specified by the Employer as being in an area that could represent a conflict of interest, Employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer.</p> <p>When in doubt, or if a conflict of interest should arise between a personal interest and work duties; the conflict will be identified by the employee and referred to the Employer for direction, mutual discussion and resolution of the conflict if such a situation exists or is to be avoided. For example:</p> <p>An employee shall not accept a gift, favour or service except on behalf of the Municipality and it will be publicly disclosed An employee shall not use their position to obtain special advantage in dealing with a business or individual Receipt of gifts or tokens must be reported in writing to the C.A.O. as soon as possible Employees shall use property and assets of the Village only for the purposes for which they were originally provided and not make use of such property or assets for their personal benefit Outside employment which potentially interferes with the performance of duties as a Village employee</p>
<p>POLITICAL ACTIVITY</p>	<p>Employees will be entitled to a special (general) leave of absence without pay if they are candidates for a Municipal, Territorial or Federal election.</p> <p>If elected, the employee must resign from their position with the Village. If the employee is unsuccessful as a candidate in an election, the employee is entitled to return to their same position with the Village, on the day specified in Territorial or Federal legislation.</p>

The above noted instances do not include every situation, they are intended to provide examples of ways the Code of Ethics may be applied. Where a simple or direct application of the Code is not possible, or where there are questions or uncertainties regarding its application, employees are encouraged to seek clarification and assistance from their supervisor or C.A.O. as appropriate.

APPENDIX C – Pregnancy, Adoption, and Parental Leave

As per the Yukon Employment Standards Act RSY 2002, C.72 - Part 6

PART 6

MATERNITY AND PARENTAL LEAVE

Entitlement to maternity leave

- 36(1) An employee is entitled to a leave of absence from work, without pay, in accordance with this section if the employee
- (a) submits, at least four weeks before the day on which the employee intends to begin the leave, a written request for the leave stating the day the employee intends to begin the leave and the day the employee will return to work; and
 - (b) provides the employer with a certificate of a qualified medical practitioner or a qualified nurse practitioner stating the employee is pregnant and the probable date of the birth of the child.
- (2) The leave of absence to which an employee is entitled under this section is a period of 17 consecutive weeks or any shorter period the employee requests and the employer agrees to.
- (3) An employee who has requested a leave of absence for a period under this section may return to work before the period is over
- (a) with the consent of the employer; or
 - (b) by giving to the employer four weeks notice in writing of the day the employee intends to return to work.
- (4) If the employee gives birth, or the pregnancy is terminated, or the employee needs leave of absence because of health problems caused by or associated with the pregnancy before making a request for leave of absence under subsection (1), the employer shall, on the employee's request, grant the employee a leave of absence from work, without pay, for a period of 17 consecutive weeks or any shorter period as the employee may request. Before granting the leave, the employer may require from the employee a certificate of a qualified medical practitioner or a qualified nurse practitioner stating the employee has given birth or the pregnancy has terminated or the employee needs the leave because of health problems caused by or associated with the pregnancy.
- (5) An employee who requires leave because of health problems caused by or associated with the pregnancy cannot be required to return to work before a day that is six weeks after the date of the birth or of the termination of the pregnancy. S.Y. 2012, c.17, s.4; S.Y. 2002, c.72, s.36

Maternity leave at request of employer

- 37(1) An employer may, at any time within the period of six weeks preceding the probable date of birth of the child, require an employee to begin a leave of absence under section 36.
- (2) If the duties of the employee cannot reasonably be performed because of the pregnancy, an employer may at any time, with the consent of the director, require an employee to begin a leave of absence under section 36.
- (3) If an employer requires an employee to begin a leave of absence pursuant to subsection (1), the provisions of this Part apply with all necessary changes to that leave of absence. S.Y. 2002, c.72, s.37

Parental leave

- 38(1) An employee is entitled to parental leave without pay for a period of up to **63** weeks when the employee
- (a) becomes the birth mother of a child;
- (b) becomes the birth father of a child, or assumes the care and custody of the employee's newborn child, or of their or their spouse's newborn or adoptive child; or
- (c) adopts a child under the laws of the Yukon or of a province and submits to the employer a written request for leave under this section at least four weeks before the day on which the employee intends to begin the parental leave.
- (2) The requirement to submit the request for leave at least four weeks before the leave set out in subsection 38(1) is to begin does not apply to an employee who is otherwise entitled to leave under this section and who stops working because the child comes into their custody and care for the first time before the employee has been able to give the employer four weeks notice of the leave.
- (3) Subject to subsection 39(1), the employee must complete the parental leave no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the employee's care and custody.
- (4) Sections 40 to 42 apply, with any modifications the circumstances require, to parental leave under this section.
- (5) An employee who has requested a leave of absence for a period under this section may return to work before the period is over
- (a) with the consent of their employer; or
- (b) by giving to their employer four weeks notice in writing of the day they intend to return to work.
- (6) If an employee and the employee's spouse are employed by the same employer or by different employers and are eligible for parental leave, the parental leave under subsection (1) may
- (a) be taken wholly by one of the employees; or
- (b) be shared by both employees, but in that case the parental leave taken by the one employee cannot be at the same time as the parental leave taken by the other and the cumulative total of parental leave taken by the two must not exceed a continuous period of **63** weeks.

- (7) Despite subsection (6), both employees may take parental leave under subsection (1) at the same time if the employee who is first on parental leave cannot reasonably be expected to care for the child by themselves because of injury, illness, or death, or other hardship in the family. S.Y. 2002, c.72, s.38

Maternity and parental leave must be continuous

- 39(1) If an employee intends to take parental leave in addition to maternity leave, the employee must begin the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave, unless the employer and employee otherwise agree or an applicable agreement otherwise provides.
- (2) Subsection (1) does not apply to an employee who returned to work from leave under subsection 36(1) before this Act comes into force. S.Y. 2002, c.72, s.39

Continuous service and transfer of business

- 40(1) The services of an employee who is absent from work in accordance with this Part shall be considered continuous for the purpose of this Act.
- (2) Section 26 applies to this Part. S.Y. 2002, c.72, s.40

Reinstatement on termination of leave

- 41(1) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Part shall be reinstated in all respects by the employer in the position occupied by the employee on the date the leave began, or in a comparable position.
- (2) An employer who reinstates an employee pursuant to subsection (1) shall pay the employee at a rate not less than the wages and benefits the employee was entitled to on the date that the leave of absence began plus all increases to wages and to benefits to which the employee would have been entitled had the leave not been taken.
- (3) If the employer has suspended or discontinued operations during the leave of absence granted under this Part and has not resumed operations on the expiry of the leave of absence, the employer shall, on resumption of operations and subject to any seniority provisions in a collective agreement, comply with subsection (1). S.Y. 2002, c.72, s.41

Termination or alteration of employment

- 42 An employer shall not terminate an employee, or change a condition of employment of an employee without the employee's written consent because of an absence authorized by this Part or because of the employee's pregnancy, unless the employee has been absent for a period exceeding that permitted under this Part. S.Y. 2002, c.72, s.42
- #### Contravention of this Part
- 43 If satisfied that an employer has contravened this Part, the director may make one or more orders requiring the employer to do one or more of the following
 - (a) comply with this Part;
 - (b) remedy or cease doing an act;
 - (c) reinstate an employee and pay them any wages lost because of the contravention;
 - (d) instead of reinstating them, pay an employee compensation in respect of wages lost because of the contravention. S.Y. 2002, c.72, s.43

Letter of Understanding #1

Between

Village of Haines Junction

And

PSAC

Re: Brent Behm

The Parties agree that the hours of work for Brent Behm are seven (7) am to six (6) pm from TUESDAY TO Friday inclusive of a one hour unpaid lunch.

Letter of Understanding #2

Between

Village of Haines Junction

And

PSAC

Re: Use of Personal Cell Phones

The Parties agree that employees who use their personal cell phones instead of phones provided by the employer for Village business will be provided with a bursary of \$35.00 per month to defray the costs.

Letter of Understanding #3

Between

Village of Haines Junction

And

PSAC

Re: Pool Opening

In the event a new pool is opened prior to the expiry of this Collective Agreement the Parties agree to the following for pool employees:

Positions and Levels

Position	Required Prerequisites	Minimum Duties and Responsibilities unique to specific position
Junior Lifeguard	Bronze Medallion Bronze Cross preferred	-Aids NL certified lifeguards with lifeguarding duties -Assistant guards are not permitted to lifeguard without an NL certified lifeguard in the building
Lifeguard	NL	-Lifeguarding and supervising assistant lifeguards
Water Safety Instructor	WSI NL preferred	-Instruction of Red Cross Swimming Lessons
Lifesaving Instructor	LSI NL preferred	-Instruction of Swim Patrol and Bronze Courses
Assistant Supervisor	NL WSI preferred LSI preferred Pool Safe preferred WHMIS preferred Head Guard preferred Pool Operators I preferred	-Assists pool manager with the various duties and responsibilities associated with the role of pool supervisor -Assumes the role of supervisor when pool supervisor is absent -Assistant supervisor is often a Swim Club Coach and is very involved in the administrative duties associated with coaching and managing the team -Typically involved in many pool programs, such as Swim Club, lessons, special events and etc.
Supervisor	NLS WSI preferred LSI preferred Pool Safe WHMIS Head Guard Pool Operators I and II	-Supervises and coordinates staff and pool programs -Maintains pool chemistry and facility -Typically involved in many pool programs, such as Swim Club, lessons, special events, and etc.

Hours of Work:

Pool employees may work irregular shifts including, but not limited to, split shifts with two hours in the morning and two hours in the afternoon.

Pool employees will provide their availability at the start of the season and the employer will make reasonable efforts to accommodate the pool employees' availability. If requested by a pool employee, the Employer will provide the pool employee with two (2) consecutive days off at least once over each period of twenty-eight (28) calendar days.

Clothing:

Pool employees will be required to wear appropriate clothing. Uniform "Lifeguard" t-shirts and hoodies will be provided by the employer. In addition, the Employer will reimburse the employee for the reasonable and receipted clothing expense as follows:

1. One pair of deck shoes per season
2. One swimsuit per season

Further, the parties agree to meet and negotiate new wage rates in the event a new pool is opened prior to the expiry of this Collective Agreement.

Wages:

Position	Current (2018)
Junior Lifeguard	\$16.31
Lifeguard	\$18.11
Instructor -Water Safety /Lifesaving	\$19.15
Assistant Supervisor	\$22.78
Supervisor	\$22.78 - \$25.89

Letter of Understanding #4

Between

Village of Haines Junction

And

PSAC

Re: Human Resources Review and Organizational Review

The Parties acknowledge that the Employer plans to conduct a Human Resources review prior to the expiry of this Collective Agreement.

It is agreed by the parties that any such HR review of jobs and job descriptions will be done in accordance with recognized pay equity principles and will be based on the duties and responsibilities performed.

Once the review has been completed, approved by council and a date of implementation established, the Union agrees to meet with the Employer within 30 days of the final Council decision to review revised job descriptions/job titles if any and new classifications if any and the Employer agrees to provide the Union with an advance copy prior to an initial meeting for such discussion and review.

Where significant duties are added to or deleted from a position as a result of this review, or where changes in duties are deemed significant in the aggregate, then the classification of the position in question shall be reviewed by the parties and, failing agreement, will be subject to the following dispute resolution:

The Union may file a grievance directly at the final level of the grievance procedure with the CAO. Failing settlement, either party may process the dispute pursuant to Article 17 Arbitration.

Where a new bargaining unit position is created as a result of the review, the Employer will assign a classification level and pay rate in accordance with the Classification and pay levels in Appendix "A".

Should the Parties agree to revise the classification level of an existing position Article 30 will apply.

Where existing, the employer will provide the Union with copies of the following:

1. RFP
2. Benchmarks and any job description scoring guidelines
3. Revised or new job descriptions
4. Proposed pay rate changes

This Letter of Understanding will expire upon final implementation of the Council decision or the expiry of the Collective Agreement whichever comes first.

Letter of Understanding #5

Between

The Village of Haines Junction

And

PSAC

RE: Community Support Initiative and Third-Party Funded Positions

Community Support Initiative

The parties agree that Ken Desjardins shall be accommodated and will be deemed to be a part-time employee who provides ongoing support to the recycling centre/landfill and other appropriate work duties as assigned by the direct supervisor.

Further, notwithstanding the designation of the current employee in this program (Ken Desjardins), the intention is not to create extra benefits in accordance with Article 2.01b and it is understood the Collective Agreement will be applicable except for: Articles 19, 20, 21, 42 and 43.

For 2019, the wage rate will be established at \$16.25 per hour plus six per cent (6%) vacation pay and thereafter economic increases in accordance with Article 46 will be applied.

The following program positions will not be part of the bargaining unit and will not be included in Appendix "A" Rates of Pay.

Student/Youth Subsidized Programs

Student/Youth

The Employer may staff certain positions through STEP (Student Training Employment Program) or other government program to integrate work experience with academic studies. The student(s) will be selected in accordance with the Employer's recruitment policy, program eligibility and a letter of support from the Union for a maximum of four (4) months. The hours of work will be set by the Employer and will not result in the reduction of hours for any bargaining unit employee. The student is expected to return to school after their work time.

Other

Wages and benefits for employees who work in other Third-Party Funded positions shall be limited to the amount of wages and benefits outlined in the funding agreement between the Employer and the third party, and the provisions of the *Employment Standards Act*.

In the event of a new hire(s) under a new Third-Party Funded contract which Employer anticipates to be renewed from year to year and which provides for continuous employment of at least one year (e.g. transfer of additional government services from the Yukon Government to the Village), the Employer will notify the Union prior to any hiring.