

**Collective Agreement
By and Between:**

**River View Hotel Incorporated
(Hereinafter referred to as "the Employer")**

AND:

**The United Association of Journeymen and Apprentices of the Plumbing
and Pipefitting Industry of the United States and Canada, Local Union**

**310
(Hereinafter referred to as "the Union")**

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Article 1
Purpose of Agreement

1.01: Object and Purpose of this Agreement

- (a) The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Employer and the Union, to the mutual benefit of the parties to this Agreement.
- (b) Further the purpose of the Agreement is to facilitate the peaceful resolution of all disputes and grievances in accordance with Article 12 (twelve) of this Agreement, to prevent strikes, lockouts, waste, unnecessary expense, and avoidable delays in carrying out the most efficient and effective operations of the employers business and to enhance the living standards and working conditions of the employees.

1.02: Management Rights

- (a) The entire management of the operation including, but not limited to hiring, disciplining and discharging is vested exclusively in the Employer at their place of business.
- (b) In the exercise of management rights, the Employer will not treat any employee in an unfair or discriminatory manner and will observe the provisions of this Agreement at their place of business.

1.03: Labour Management Consultation Committee

- (a) A Labour-Management Consultation Committee will be formed to consult on matters of Safety and Health, and other matters of mutual interest.
- (b) The Labour-Management Consultation Committee shall be comprised of two (2) members: one (1) from the Bargaining Unit and one (1) from the Employer with each party choosing their respective representatives. The Union will consider the departmental structure in appointing their representatives.
- (c) The Labour-Management Consultation Committee will meet any time at the request of either party. Provided that notice of forty-eight (48) hours is given in advance, but in any event will meet at least once every six (6) months. Such requests shall not interfere with operations of the business and will be arranged at a mutually beneficial time to both parties.
- (d) Time spent participating in the Labour-Management Consultation Committee by a bargaining unit member shall be considered regular time worked, if a meeting occurs during a scheduled shift. If a meeting occurs outside of a scheduled shift, or extends beyond these hours, time is not paid by the employer.

Article 2
Interpretation and Definitions

2.01: Definitions

- (a) "Bargaining Unit" is the current unit of employees for which the Union is recognized as the Bargaining Agent in Article 4.
- (b) "Consultation" means a process of joint deliberations with the objective being that the parties disclose all relevant information and engage in rational and informed discussion on the topics. While the consultation process is intended to assist the parties in arriving at reasoned and informed decisions, it does not require that agreement must be reached before the parties, or either of them, can exercise their respective rights. The introduction of new or amended policies cannot amend, alter or modify any rights, benefits or privileges provided in this Agreement.
- (c) "Consecutive Service" and "Continuous Employment" mean uninterrupted employment with the Employer and for employees also includes those periods of time when seniority is accrued or retained.
- (d) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of his/her being on leave of absence.
- (e) "Employee" means a member of the Bargaining Unit, and the categories of employees are:
- (a) **Full-Time - Employee** means the following:
 - All employees regularly scheduled for more than 32 hours per week.
 - (b) **Part Time - Employee** means the following:
 - All employees regularly scheduled for 32 hours per week and less.
 - (c) **Seasonal Employee**
 - Means a person performing duties where all of the following conditions apply:
 - (i) The duration of the work is less than six (6) continuous months; and
 - (ii) The employment is for the purpose of providing additional staffing during a foreseeable high-volume period (May 1st – Oct 31st) of the year; and
 - (iii) The employee has received notice of a start and end date in writing prior to the commencement of employment.
 - (iv) If rehired or the duration of the work is extended beyond the six (6) month period the employee shall be recognized as a full time or part time employee.
 - (d) **Term Employee**
 - Means a person employed on a full time basis or a part time basis where one or more of the following conditions apply:
 - (i) The person is back-filling for another person who is temporarily unable to perform the duties for whatever reason
 - (ii) The function is new and is being set up on a trial basis
 - (iii) The work pertains to a specific project which is not of an ongoing nature
 - (iv) It is foreseen that the work will end on a known date in the future
 - (v) The person is back-filling for another employee on a trial period as covered by article 16: promotions, transfers, layoff and recall

Prior to extending an employee beyond 18 months the employer and the union shall determine by mutual agreement if the position shall be extended or made into a regular position.

(c) Auxiliary On Call Employee (AOC)

- Means a person who is called in to work occasionally on an emergency cases when bargaining unit members are not available. The person shall only work a maximum of 300 hours per year. Reasonable efforts will be made to call bargaining unit members, in which case shall not displace or replace an employee in the aforesaid classification except in cases of emergency when regular employees are not available. AOC hours and dates will be documented and recorded in a logbook and will be made available upon request.

Sec 4.02 Performance of Bargaining Unit Work to include AOC

On-call employees are remunerated for actual hours worked and are not entitled to any benefits or leave provisions other than those agreed upon. Vacation pay at the applicable rate will be added to the basic hourly rate of pay on a bi-weekly basis.

- (f) "Employer" means: the River View Hotel Incorporated.
- (g) "Layoff" means a cessation of employment as a result of a lack of, or reduction in, the amount of work required to be performed.
- (h) "Leave of Absence" means permission to be absent from duty.
- (i) "May" shall be regarded as permissive, "shall" and "will" as imperative, and "should" as informative only.
- (j) "Straight time rate" means the applicable basic hourly rate of compensation specified in this Agreement, exclusive of allowances.
- (k) "Time and one-half" means one and one-half times (1.5X) the Straight-time rate.
- (l) "Representative" means an employee who has been elected or appointed as an area Steward or who represents the Union at meetings with management.
- (m) "Resignation" means a voluntary notice given in writing by an employee to the Employer, that the employee is ending his/her employment.
- (n) "Abandonment" means the failure of an employee to report for work for three (3) consecutive scheduled working days without informing their employer for the reason for their absence. The presumption of abandonment shall be reconsidered by the employer upon presentation of evidence in person or by some other means

2.02: Interpretations

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

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

2.03: Number and Gender

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

Article 3
Duration and Integrity of Agreement

3.01: Effective Date and Duration

- (a) The terms and conditions of this Agreement shall be effective from the date of ~~ratification~~ or December 1, 2016, whichever occurs first, and shall remain in full force and effect for a term of ~~2 (two)~~ years, expiring ~~November 30, 2018~~, and shall remain in full force and effect until the Union shall give notice of strike or the Employer shall give notice of lockout, or the parties shall conclude a renewal or revision of the Agreement, or a new Collective Agreement.
- (b) The employer agrees that it will not cause or direct any lockout of its employees during the term of this agreement.
- (c) The union agrees that there will be no strike, work stoppage, or slowdown during the term of this agreement. The union agrees that if any such action takes place, it will repudiate it forthwith and require the employees to return to work.
- (d) During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
 - (i) the Union commences a legal strike; or
 - (ii) the Employer commences a legal lockout;
 - (iii) Or the parties enter into a new or further Agreement.
- (e) During the continuation period provided in (b) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.
- (f) Notice to commence collective bargaining must be in written form and must be delivered either by registered mail, or personally delivered. In the event that such notice is personally delivered, a delivery receipt must be obtained.
- (g) Employees covered by this agreement shall have the right to refuse to cross a picket line. No employee shall be disciplined by the employer for exercising the right guaranteed in this clause.

3.02: Impact of Legislation

- (a) The parties recognize and agree that they cannot be obligated or bound by any term, condition or provision, which would be contrary to any existing legislation or regulations passed pursuant thereto. In the event that any term, condition or provision, or part thereof, which is incorporated into this Agreement, whether by inadvertence, error or misunderstanding, is in fact or in law contrary to such legislation or regulation, then such term, condition or provision or part thereof, is void and of no effect.
- (b) In the event legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Employer and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.

3.03: Technological Change

Both parties recognize the overall advantages of technological change. Therefore, both parties will encourage and promote technological change and improvements. In addition the parties agree to adhere to the provisions in the Canada Labour Code.

- (a) With this view, and recognizing the extensive lead time required for the selection, provision and installation of new equipment, software or materials, the Employer agrees to provide at least four (4) months, notice to the Union of any major technological change which would result in changes in the employment status of in this Agreement.
- (b) Where the Employer has notified the Union that it intends to introduce technological change, the parties undertake to meet within thirty (30) days for consultations in an effort to reach agreement on solutions and administrative procedures to deal with problems arising from the intended technological change.
- (c) The Employer shall make every reasonable effort to continue to employ employees who would otherwise become redundant because of technological change.
- (d) In cases where employees may require retraining the Employer will make every reasonable effort to offer suitable training courses.

3.04: Re-opener of Agreement

This Agreement may be amended by mutual consent between the Employer and the Union.

3.05: Mutual Discussions

The Employer and the Union acknowledge the mutual benefits to be derived from dialogue between the parties and are prepared to discuss matters of common interest.

Article 4
Union Recognition and Related

4.01: Recognition of Exclusive Bargaining Agent

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent as per The Canadian Industrial Relations Board Certification Order 10548-U.
- (b) For the purposes of this Agreement, the terms "employee" or "employees" shall be understood to mean those persons employed by the Employer for whom the Union is the recognized bargaining agent in (a) above

4.02: Performance of Bargaining Unit Work

No person whose regular job is not in the bargaining unit will work on any job for which rates are established by this Agreement, subject to the following exemptions.

- (a) For the purpose of instruction, or management training, in which case trainees shall not displace or replace any employee in the nforesaid classifications except in cases of emergency when regular employees are not available.
- (b) The owner and/or manager may collectively perform bargaining unit work to a maximum of 40 hours per week during the winter season from November 1st to April 30th subject to article 21.04, with the exception of any classification with only one employee

For the purposes of this clause, emergency shall be defined as; by request of a bargaining unit member performing the same duties as that are required by the employer to perform or where upon completion of all reasonable efforts by the employer to call in a bargaining unit member and no such employee is available. The Employer will not reassign a bargaining unit member in order to perform such work.

4.03: Union Buttons

The parties agree that all Union employees are entitled to wear a Union Button on duty, provided that the manner in which the button is worn shall not detract from the style of the uniform or normally worn by the employee.

4.04: Union Investigation into the Standing of Employee's Conditions

- (a) The Employer shall allow the properly authorized representative of the Union to investigate the standing of all employees' conditions, to see that this Agreement is being enforced. The Employer is entitled to require an individual to substantiate that he/she is an authorized representative of the Union.
- (b) When access is required for purposes of such investigation, the Union representative will provide forty eight (48) hours' notice in advance to the employer
- (c) Access will not be unreasonably denied by the Employer.
- (d) The investigation must not result in any disruption with the Employer's operations or affairs, and it must not result in any employee or employees neglecting their work duties and responsibilities.
- (e) This right is restricted and limited to the investigation of all employees covered by the certification.

Article 5
Union Security and Dues Check off

5.01: Membership

- (a) All employees who are now members of the Union or who may become members shall remain members in good standing as a condition of employment.
- (b) All new employees shall be required to become members of the Union within thirty (30) days after the date of initial employment.
- (c) For the purpose of this Article, the term "good standing" is defined to refer only and be limited to the payment of Union membership dues and initiation fees.

5.02: New Employees

- (a) The Employer agrees to acquaint each new employee with the fact that a collective agreement is in effect, and with the conditions of employment which are set out in this Article 5, and which deal with Union Security and the Check-off of Union Dues. The Employer also agrees to advise each new employee of the name and location of the Shop Steward who is responsible for his/her department.
- (b) The Employer agrees that at each orientation meeting which it holds for new employees, it will provide a representative of the Union with the opportunity to address such new employees for the purpose of acquainting them with the obligations of an employee to the Union.
- (c) Where for the purposes of article (b), the Shop Chairperson or a Shop Steward attends an orientation meeting during his/her working hours; he/she shall suffer no loss of pay. He/she shall, however, not be paid overtime in the event such attendance were to extend beyond the end of his/her scheduled shift, and he/she shall not be paid for attendance at such meetings which are held outside his/her working hours. Attendance shall be subject to operational requirements

5.03: Check off: Assignment of wages

- (a) All employees as a condition of employment shall sign an authorization of check off and a Union membership application card within seven (7) days of hire. Subject to the provisions of the Canada Labour Code
- (b) The Union agrees to supply the Employer with the necessary assignment of wages forms. Such forms must specifically authorize the deduction of initiation fees, Union dues, fines, assessments and arrears, as required by Article 5.04.

5.04: Check-off: Process and Procedure

- (a) The Employer agrees to deduct initiation fees, Union dues, fines, assessments and arrears, upon receipt of the appropriate assignment of wages form, signed by each employee.
- (b) Upon commencement of employment, each new employee will be required to sign the appropriate assignment of wages form. In the event that the Employer's files do not contain the necessary assignment of wages for any existing employee, such employees shall, upon demand, sign and present the appropriate assignment of wages form.
- (c) All monies deducted from employees' earnings pursuant to this Article, are to be forwarded to the Financial Secretary Treasurer of UA Local 310, together with a list of employees to whom the monies are to be credited, and the names, addresses and social insurance numbers of new Employees hired, on or before the 15th day of the month in which the monies were deducted.
- (d) It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for initiation fees, Union dues, fines, assessments and arrears, and of any changes in the amounts to be deducted. In the event that any amount to be deducted is changed from the amounts specified in the assignment of wages form signed by the employees, the Employer can require the employees to sign new forms reflecting the new amounts to be deducted, prior to making such deductions.
- (e) The Union recognizes and agrees that the Employer's obligation to deduct such dues is expressly restricted to making only such deductions as are permitted by law, and as are authorized by the valid assignment of wages form executed by each employee.
- (f) In the event that the Union alleges any violation by the Employer of this Article, Notice of such alleged violation shall be given to the Employer in writing. If the matter is not resolved between the Employer and the Union, either party may then refer the issue directly to arbitration.

Union dues shall be \$40.00 per month for full time employees,

Union dues shall be \$30.00 per month for part time, casual, and term employees

Article 6
Labour Management Relations

6.01: Shop Stewards

- (a) The Union is entitled to appoint or elect from among the employees a reasonable number of Shop Stewards, provided that no more than one (1) Shop Steward is appointed or elected from each department.
- (b) The duties of a Shop Steward shall be to assist in the reporting and resolution of all grievances within the department or departments for which he/she is responsible.
- (c) The first obligation of any Shop Steward is the fulfillment of their responsibilities as an employee. The Shop Steward is not entitled to engage in Union activities during their working hours, other than for such involvement as is necessary for the reporting and resolution of grievances.
- (d) Shop Steward may not leave his/her assigned work area for the purposes set out in this Article 6, without having obtained prior permission from the employer. Such permission will not be unreasonably withheld.
- (e) The necessary time which is spent by the Shop Stewards during their regular working hours, for the reporting and resolution of grievances, or for attendance at meetings specifically provided for in this Article 6, shall be considered to be regular time worked for all purposes covered by this Agreement. The Employer is not responsible for compensating time spent outside of regular hours.
- (f) Under no circumstances shall the Shop Steward take any action or issue any instruction which will interfere with the operations or affairs of the employer, or with the management or direction of the work force.
- (g) The Shop Steward shall not be discriminated against or disciplined for the proper performance of their duties on behalf of the Union.

6.04: Union Access to Work Premises

Upon forty eight (48) hours' notice the Employer shall permit access to its work premises of an accredited Representative of the Union. The investigation shall not obstruct or interfere with business operations.

Article 7
Hours of Work and Related

7.01: Regular Hours of Work

The normal straight time hours of work assigned by the Employer shall conform to the following guidelines:

- i. Not more than eight (8) hours in any one (1) day;
- ii. Not more than forty (40) hours in any seven (7) working day period.

Any hours which the Employer requires an employee to work, in excess of the above shall be paid at one and a half times (1.5) the hourly rate.

7.02: Days of Rest

- (a) All employees shall receive two (2) consecutive days off in each seven (7) days, unless at the option of the employee, applied for in writing, they may choose to have days off, not necessarily consecutive.
- (b) Employees may opt to have non-consecutive days off by providing the Employer with seven (7) days, notice in writing prior to the schedule being posted, to be signed by management.
- (c) Should the employee opt to return to having two (2) consecutive days off in each seven (7) days, they shall advise the employer and a copy to the Union with seven (7) days, notice in writing prior to the schedule being posted and the employer shall grant the request.
- (d) All requests shall be subject to operational requirements

7.03: Rest Periods

- (a) All employees are entitled to rest periods as per current legislation, and past practice.
- (b) Past practice is a half hour paid break during the day, either one half hour or two 15 minute breaks.
- (c) Past practice is entitled to employees who are scheduled to work 5 hours or more on the day in which the break is taken.

7.04: Work Schedules

The work schedule shall be posted, at least seven (7) days prior to the commencement of the first shift of that schedule, in a conspicuous place for all scheduled employees.

7.05: Changes in work schedules

- (a) In emergency situations which are beyond the control of the Employer, as in the case of the failure of an employee to report for an assigned schedule, the Employer must provide notice at the earliest possible time when changing work schedules.
- (b) Employees who become aware that they are not going to be able to report for work as scheduled, are obligated to provide the Employer with notice at the earliest possible time, or to have someone else notify the Employer on their behalf, to allow the Employer time to cover the absence. Failure to do so will render the employee subject to disciplinary action.
- (c) Employees, whose schedules are changed within twenty four (24) hours, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.
- (d) In situations where an employee has not been provided with notice of a change in their work schedule, or a reasonable attempt was not made by the employer to notify them of the change in their work schedule, and the employee reports as scheduled before the change, the employee may be provided with work and/or pay as follows:
 - (i) two (2) hours' pay or,
 - (ii) where the employee commences work, a minimum of four (4) hours work and/or pay.
- (e) If a pattern of abuse is recognized, the Employer may require the provision of a medical certificate confirming the Employee is or has been sick or unable to report for work.

7.06: Scheduling of overtime

- (a) In the event that a regular scheduled employee is not able to report for their shift, or is unable to complete their shift, management reserves the right if available to perform their duties on a temporary basis if no other employee from that department is available that could perform their duties at a regular rate.
- (b) When available overtime hours will be scheduled by seniority within the classification within the department.
- (c) Where the employer's determination was made less than twenty-four (24) hours in advance of the overtime shift, the employer shall not be required to call in a senior employee to work the overtime if there is a junior employee already at work and otherwise eligible to work the overtime hours as an extension of their shift.

7.07: Probation Period

Newly hired employees shall serve a probationary period as per Yukon Employment Standards Legislation.

7.08: No Guarantee of Hours

Nothing in this article is a guarantee of minimum or maximum hours of work.

Article 8 **Employer Directives**

8.01: Employer Directives

The Employer shall provide the Union and its Representative with a copy of all personnel directives which are intended to clarify the interpretation or application of the Agreement.

Article 9 Seniority

9.01: Seniority Entitlement Defined

- (a) For the purposes of the Agreement, "classification seniority" shall be defined as an Employee's total length of continuous service within his current classification within a particular department in the Employer's operation, and shall be measured:
- (i) in the case of a regular employee, from the date when the employee entered their current classification within their current department
 - (ii) in the case of a part time employee, by the total number of hours worked by the employee within such department and classification
- (b) **Department:** For the purpose of this Agreement, the term 'Department' shall be understood to mean those departments identified within this Agreement.
- (c) Classification seniority shall be used to determine the order of layoff and recall within a classification within a particular department.
- (d) Where an employee is regularly scheduled in different classifications and/or departments the employee's seniority will accrue in the department and classification where most hours are worked.
- (e) In the event that an employee is regularly scheduled to work an equal amount of hours in two different classifications, the employee can elect which classification they will accrue seniority. Once the choice is made it cannot be altered.
- (f) Annual vacation entitlement will be determined by the employee's total years of service and the employee shall be granted holidays according to that established seniority.
- (g) For the purposes of the Agreement, "departmental seniority" shall be defined as an employee's total length of continuous service within a particular department in the Employer's operation, and shall be measured:
- (i) in the case of a regular employee, from the date when the employee entered their current department
 - (ii) in the case of a part time employee, by the total number of hours worked by the employee within such department

9.02: Eligibility for Seniority Entitlement

- (a) For the purposes of this Article 9.02(a), the meaning of "full time employees" and "part-time employees" shall be in accordance with the definitions contained in Article 2 of the Agreement.
- (b) A probationary employee does not have seniority during the probation period, but upon successful completion of the probationary period seniority will be determined as follows:
- i. For a Full-Time Employee from the date of hire
 - ii. For a Part-Time Employee for all hours worked
- (c) Full time employees shall possess seniority rights over part-time employees.

9.03: Accrual of Seniority

- (a) Seniority for Part Time Employees shall be accrued on the basis of hours actually worked by each employee and all paid leaves as stipulated in this Collective Agreement.**
- (b) Regular employees will be granted seniority rights which are related to the date when he/she:**
 - (i) commenced their employment with the Employer;**
 - (ii) entered their current department;**
 - (iii) entered their current classification.**

9.04: Loss of Seniority

An employee will lose all their employment rights where he/she:

- (a) voluntarily terminates their employment**
- (b) is discharged for just and reasonable cause**
- (c) is on lay-off more than twelve (12) consecutive months**
- (d) does not return to work on the date specified following an approved leave of absence. In situations beyond the control of the employee, medical or otherwise, this shall not apply.**

9.05: Seniority Lists

- (a) The Employer agrees to post departmental seniority lists on or before the first day of April and on or before the first day of October in each year. The Regular seniority lists shall contain the following information:**
 - (i) the employee's name**
 - (ii) the date from which the employee's service seniority is calculated**
 - (iii) the employee's job classification**
 - (iv) in the case of a regular employee, the date from which his/her classification seniority is calculated; or**
 - (v) in the case of a part time employee, the number of hours of classification seniority accrued**
- (b) The seniority lists shall be posted by the Employer for a minimum of thirty (30) days. Any objection to the accuracy of a posted seniority list must be lodged with the Employer during the thirty (30) days in which the lists are posted. Thereafter, the posted lists will be deemed to be valid and correct for all purposes of this Agreement. After 30 days, corrections will be made without monetary compensation to the effected employees.**
- (c) At the time of posting, a copy of the seniority lists shall be given to the Shop Chairperson upon request.**
- (d) New employees will be added to the departmental seniority lists upon completion of the probation period. Seniority will be accrued from the commencement of employment.**

Article 10
Human Rights

10.01: Freedom from Discrimination

- (a) The Union, the Employer, and the employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, political affiliation, ancestry, ethnic or linguistic background, origin, source of income, conviction for an offence for which a pardon has been granted, or union membership or activity or for exercising their rights under the Agreement.
- (b) The Employer shall make every reasonable effort to find alternate employment within its employ for an employee who becomes unable to carry out their normal work functions as a result of a physical or mental disability arising as a result of their employment with the Employer.

10.02: Freedom from Harassment

"Personal Harassment" means any improper behaviour by a person employed by the Employer that is directed at and offensive to another person employed by the Employer, and which the first person knew, or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient.

"Abuse of authority" means an individual's improper use of power and inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which endanger an employee's job, undermine an employee's ability to perform the job or threatens the economic livelihood of an employee. However, it shall not include legitimate exercise of an individual's supervisory power or authority.

"Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature

- (i) that is likely to cause offence or humiliation to any employee;
- (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.
- (a) The Employer will make every reasonable effort to ensure that no employee is subjected to sexual harassment.
- (b) The Employer will take such disciplinary measures as the Employer deems appropriate against any person under the Employer's direction who subjects any employee to sexual harassment.
- (c) Complaints of sexual harassment shall be brought to the attention of the General Manager. An employee may be assisted by the Union in making a complaint. If the General Manager is the subject of the complaint, it will be brought to the attention of the Chief Executive Officer.
- (d) The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.

10.03: Freedom from Workplace Violence

"Workplace violence" means any incident, in which an employee is abused, threatened or assaulted during the course of their employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or verbal nature.

- (a) The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.**
- (b) No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties.**
- (c) The Employer will take such disciplinary measures as the Employer deems appropriate against any person under the Employer's direction who subjects any employee to workplace violence.**
- (d) Complaints of workplace violence shall be brought to the attention of the General Manager. An employee may be assisted by the Union in making a complaint. If the General Manager is the subject of the complaint, it will be brought to the attention of the Chief Executive Officer.**
- (e) The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.**

10.04: Religious Observance

An employee may, in accordance with the provisions of this Agreement, request annual leave, or leave without pay in order to fulfill their religious obligations.

Article 11
Designated Paid Holidays

11.01: Holidays

The following days are designated paid holidays for employees:

(a)

1. New Year's Day
2. Good Friday
3. Victoria Day
4. Indigenous Day
5. Canada Day
6. Discovery Day
7. Labour Day
8. Thanksgiving Day
9. Remembrance Day
10. Christmas Day

(b) Any day proclaimed by the Government of Canada as a National Holiday or the Yukon Territorial Government as a General Holiday other than a designated paid holiday mentioned in Clause 11.01(a) above, shall be proclaimed as a designated paid holiday.

(c) Where the Government of Canada or the Yukon Territorial Government changes the name of a designated paid holiday mentioned in Clause 11.01 (a) above, the former title shall be deemed to be deleted and the new title of the National Holiday shall be deemed to be inserted into the Collective Agreement.

11.02: Holiday Falling on a Day of Rest

When a day designated as a holiday under Clause 11.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following their day of rest, or the employee may request and if approved by the General Manager, will be given another day off at a mutually agreed date.

11.03: Eligibility for Holiday Pay

Clause 11.01 (granting of designated holidays) does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated paid holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 18.

11.04: Holiday During Leave of Absence

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

11.05: Christmas and New Years

At the request of the employee, and where operational requirements permit, an employee shall not be required to work both Christmas and New Year's Day.

Article 12
Grievance and Arbitration

12.01: Grievance and Arbitration:

"Grievance" means any difference by the persons bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including discharge or cause alleged to be unjust by the Union; and "Party" means of the parties to this Agreement.

- (a) No grievance will be entertained by either party, unless provided in writing by the aggrieved party within thirty (30) days of its occurrence, except that a grievance arising out of alleged unjust discharge must be instituted within fifteen (15) days of its occurrence. These time limits do not apply to wage claims.**
- (b) Matters to be dealt with under this Article will normally be discussed during working hours.**
- (c) The Union and the Employer mutually agree that, when a grievance arises, coming under the terms of this Agreement, it shall be taken up in the manner set out below. All grievances shall be finally and conclusively settled.**
- (d) The Shop Steward or Union Representative shall first discuss the grievance with the Manager and General Manager and, if they agree, their decision will be final.**
- (e) Failing settlement within seven (7) days of a grievance, the particulars thereof shall be set out in writing by either party and shall be delivered to the other party, and they shall forthwith confer upon the matter and, if they agree, their decision shall be final.**
- (f) If the grievance is not settled pursuant to the above within seven (7) days or any such longer times as the parties agree to, both parties shall agree to refer the grievance to an arbitrator identified in Letter of Understanding #1.**
- (g) Each party shall pay their own costs and expenses of arbitration and one-half of the expenses of the Arbitrator.**

Article 13 Health and Safety

13.01: The Employer shall comply with all applicable territorial health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.

13.02: Occupational Health and Safety Act and Regulations

The Employer shall make available to all employees a current copy the OHS Act and Regulations, and any Employer policies pertaining to health and safety.

13.03: Right to Refuse Dangerous Work

An employee shall have the right to refuse to work in unusually dangerous situations as described below:

- (a) An employee may refuse to do any particular act or series of acts at work which they have reasonable grounds to believe are unusually dangerous to his health or safety, or the health or safety of any other person at the place of employment, until sufficient steps have been taken to satisfy them otherwise, or until a safety officer appointed under the *Occupational Health and Safety Act* or their designated representative has investigated the matter and advised them otherwise. "Unusually dangerous" has the same meaning as "unusual danger" in the *OHS Act*.
- (b) No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him/her in Clause 13.03 (a). No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

13.04: First Aid Training

The Employer will offer Safety First Aid courses to all employees required to hold certificates pursuant to the Occupational Health and Safety Act, including refresher courses required to maintain a valid certificate, at the Employer's expense. Employees taking first aid training shall be granted leave with pay for the duration of the courses.

13.05: First Aid Kits

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

13.06: Transportation of Injured Workers

The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest medical practitioner, medical facility or nursing station, and from there to their home or place of work depending on the decision of the attending medical practitioner, when such services are immediately required by an employee as a result of injury or serious ailment occurring in the workplace. If the employee receives compensation from any source for transportation costs arising under this clause, the Employer may recover that amount from the employee.

13.07: Protective Clothing and Equipment

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 provisions for the proper cleaning and maintenance of all safety equipment, devices and clothing at no cost to the employees.

13.08: Occupational Health Examinations

Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner the employee shall be granted leave with pay to attend the examination. All examination costs will be the responsibility of the Employer.

13.09: Access to Health Examination Information

The employee shall have access to all occupational health information resulting from or related to their occupational health examination, and such information shall be maintained in a confidential manner and retained within the medical community.

13.10: Security Training

Verbal Self-Defence Training shall be provided by the employer for employees working under circumstances where workplace violence may occur.

- (a) The Employer will provide a detailed orientation with a person accredited with a "Verbal Judo" certificate to all front desk employees.
- (b) All other employees without this orientation shall not be put in a situation where the training may be necessary.

Article 14
Employee Performance Review and Employee Files

14.01: Employee Review

The Employer's representative who reviews an employee's performance must have observed the employee's performance for at least one-half (½) of the period for which the employee's performance is evaluated or have input from another person who has so observed the employee.

- (a) An annual formal review of an employee's performance will be completed annually prior to the employee's increment date. The employee will be given the opportunity to discuss and then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to their performance appraisal and may address any factual inaccuracies in his/her performance appraisal.
- (b) The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his/her career development goals. Subject to operational requirements, every effort will be made to develop the career potential of the employee through training, in-service training, retraining, or any other facets of career development which may be available and are related to the duties of his/her position.

14.02: Employee Files

The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware by the provision of a copy thereof at the time of filing or within five (5) working days thereafter.

- (a) Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall become null and void and not used in any future disciplinary decision after the employee attains a clear work record for thirty six (36) months from the time of the last notice.
- (b) Any formal disciplinary notice that became null and void shall be placed in a sealed envelope and left in a separate file that only the employee or the Vice President of Business Development may open. In the latter situation, a reasonable effort will be made to open the sealed envelope with the employee's knowledge.
- (c) Upon written request of an employee the personnel file of that employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Employer.
- (d) The Employer agrees that there will be only one file kept for each employee.

14.03: Disciplinary Meetings

Where an employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature, the employee shall have the right to have a Representative of the Union in attendance. The Employer must advise the employee of his right to be accompanied by his Representative at least one (1) day in advance of said meeting.

14.04: Discharge and Discipline

The principle of progressive discipline is recognized by both parties.

- (a) Where an employee is to be disciplined, the Employer shall notify the employee at a meeting. Prior to the meeting, the Employer will notify the employee of his/her right to have a Representative of the Union in attendance. The reasons for the discipline shall be provided to the employee in sufficient detail that the employee may defend himself/herself against it.
- (b) When circumstances are such that the Union Representative was not available or the employee did not request the attendance of a Union Representative, the Employer shall notify the appropriate Union Representative when discipline occurs.
- (c) Discipline, including discharge, shall be subject to just cause. Subject to probationary period

Article 15 Annual Vacations

15.01: Casual Employees and Employees with Less Than One Year of Service

- (a) Casual employees and other employees with less than one year of completed service will receive annual vacation pay in accordance with the provisions of applicable legislation.
- (b) Casual employees will receive any annual vacation pay to which they are entitled with their regular pay cheques for each pay period.

15.02: Employees with One or More Year of Continuous Service

- (a) Employees are entitled to either paid annual vacation time or annual vacation pay, according to their completed years of consecutive service, calculated from their date of hire, as follows:

Years of Consecutive Service	Vacation or Time	Vacation Pay
Years 1, 2, 3, and 4	2 weeks	4%
5 years, and up	3 weeks	6%

Annual vacation pay shall be accrued in an employee's account and paid as follows:

4% of Gross Earnings for the years 1, 2, 3, and 4;

6% of Gross Earnings for the years 5, and up

- (b) "Gross earnings" as used herein, shall be understood to mean the total earnings realized by an employee from the payment of wage rates for straight time, overtime, and statutory holiday pay.
- (c) Any employee will be entitled to receive their annual vacation pay on the last pay day immediately preceding their annual vacation, providing they file an application in writing at least fourteen (14) calendar days in advance of such pay day.

15.03: Applications for Annual Vacations

- (a) All applications for annual vacation shall be filed with the Employer in writing. Upon receipt of any such written application the Employer shall respond in writing, indicating whether or not the application has been granted. The Employer shall respond within ten (10) calendar days.
- (b) If the application in (a) above is not granted, reasons for such non-approval shall be provided.

15.04: Preference for Annual Vacation by Seniority

- (a) Subject only to the provisions of paragraph (b), a senior employee shall not be entitled to have any preference over junior employees with respect to any application filed.
- (b) Preference will be given to those which are first received, provided that where more than one such application is received on the same day for the same time period, preference will be given to the senior employee.

15.05: Annual Vacation to be taken within Time Limits

- (a) Subject to the provisions of paragraph (b), an employee must take the annual vacation to which he/she is entitled, not later than twelve (12) months after the anniversary date upon which they became entitled to it.
- (b) An employee may not defer any of their annual vacation entitlement beyond the limit of twelve (12) months established in paragraph (a), except with the express written consent of the Employer. In order to be considered for a deferral, the employee must apply in writing prior to the expiry of the said twelve (12) months, and must provide valid reasons for seeking an exception to the general rule that annual vacations should be taken within the time limit established herein.
- (c) The Employer shall respond in writing to any such application within ten (10) calendar days, and shall not unreasonably withhold consent.
- (d) In any case where:
 - (i) the employee has not taken all of his/her annual vacation entitlement prior to the expiry of the time limit established in paragraph (a), and
 - (ii) the Employer has not consented in writing to permit the deferral of the outstanding portion of his/her entitlement the employee shall be required to take such outstanding annual vacation entitlement within the twelve (12) months immediately following the expiry of the time limit established by paragraph (a), and at a time to be determined by the Employer. Notwithstanding its right to determine the time at which such nonconforming annual vacation entitlement is to be taken by an employee, the Employer will endeavor to comply with the employee's preference.
- (e) In any case where the Employer has consented to the deferral of an employee's vacation, such employee may exercise seniority preference over junior employees within their department, with respect to the deferred vacation entitlement.
- (f) In any case where the Union notifies the Employer in writing that the senior employees within a department have agreed to permit a junior employee to select their annual vacations ahead of them the Employer will honour such agreement, and will permit the junior employee to select the combination of current and deferred annual vacations at a time which, subject to the restrictions imposed by this Article 15, is of their choosing.

Article 16
Promotions Transfers Lay-Off and Recall

16.01: Vacant Positions and Job Postings:

All new or vacant positions within the bargaining unit shall be posted internally and externally for a period of two weeks before the position is awarded. The posting shall be visible and accessible for each bargaining unit member to read. The job posting shall state the job classification, rate of pay and required qualifications of the job. Preference where possible shall be given to a bargaining unit member under this Article.

(a) In choosing between candidates the employer shall select the best-qualified candidate. Qualifications to be determined based on the following criteria as required by the position:

- (i) Knowledge;
- (ii) Skills;
- (iii) Education;
- (iv) Experience;
- (v) Suitability.

(b) When two or more candidates are relatively equal seniority shall be the governing factor.

16.02: Transfers

- (a) Transfers offered by the Employer from one department to another will take place only with the consent of the employee.
- (b) Transfers from one department to another cannot take place unless there is a vacancy or a new position has been created, and no employee will be laid off because of such transfer.

16.03: Promotion and Transfer Trial Period

- (a) Any employee, who is granted a promotion or transfer appointment by the Employer, shall be on a trial period for up to ninety (90) calendar days. During this trial period, the employee must demonstrate that they can satisfy the requirements of the work performance criteria for the job, to the satisfaction of the Employer.
- (b) Should the employee be unable to satisfy the requirements of the work performance criteria in the trial period, or should they decide during the trial period that he/she does not want to continue in the job then the employee may be returned to their former job. In such cases, the Employer shall have the right to require all employees who changed job positions in consequence of the promotion or transfer, to move back into their job positions and wage rates, which they occupied prior to the promotion or transfer.

16.04: Demotions and Seniority

When lay-offs occur within any department, the last employee hired shall be the first employee to be laid off, based on length of service within the particular classification, it being understood that:

- (a) employees in a higher classification may be demoted to a lower classification and
- (b) an employee who has been promoted from one classification to another and subsequently demoted to the lower classification shall within that lower classification have seniority according to length of service in the department and shall, if a lay-off occurs, be laid off accordingly and shall be recalled in inverse order to that in which he/she was laid off.

16.05: Lay-Off and Recall Procedure

- (a) When lay-off occurs within a department, the employee with the least seniority within the particular classification shall be the first laid off.
- (b) Employees who restrict their availability for hours of work or work schedules will not be protected by their seniority for recall.
- (c) An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current phone number and address for purposes of recall. Failure on the part of the employee to provide this information may result in the employee forfeiting their recall rights.
- (d) The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact), or registered mail. Any employee failing to report for duty within sixty (60) hours without just cause, excluding Saturday and Sunday from the time of such notification, shall be considered to have resigned without notice.

16.06: Payment of Wages upon Discharge, Lay-Off or Resignation

- (a) When an employee resigns, the Employer will pay all wages owing to the employee within five (5) working days of the date of their resignation.
- (b) When an employee is laid off or discharged, the Employer shall pay all wages owing to them within forty eight (48) hours, exclusive of holidays/weekends.
- (c) When an employee is laid off or discharged, the Employer will provide the employee with an E.I. "Record of Employment" form which will indicate the reason for the separation from employment.

Article 17 **Gratuity Disbursement**

17.01: Gratuity Disbursement

The parties agree to continue the practice in place on the date of certification.

Article 18
Leaves of Absence

18.01: Leave of Absence: Employee Elected to Union Office

- (a) The Employer shall grant an unpaid leave of absence to an employee who is appointed or elected to a Union Office for a period of up to and including Three (3) years.
- (b) A request for such an approved leave must be given to the Employer by the Union, in writing at least thirty (30) calendar days prior to the commencement of such leave, on Union letterhead and signed by an Officer of the Union.
- (c) An employee who obtains such a leave of absence shall return to their employment within thirty (30) calendar days after the completion of their employment with the Union.
- (d) The Employer is not obligated to grant such leave to more than one employee at a time from any one department.
- (e) All requests for leave must state a clear start and end date for proposed leave.

18.02: Leave of Absence: Union Conventions and Educational Programs

- (a) Subject to the requirements of paragraph (c), the Employer, upon receipt of written notice from the Union, shall grant leave of absence without pay to employees who:
 - (i) have been elected as delegates to attend Union conventions;
 - (ii) have been appointed to act as members of the Union's negotiating committee;
 - (iii) have been elected as members of the Union's Executive Board; or
 - (iv) have been selected by the Union to attend bona fide shop steward education programs of up to five (5) working days.
- (b) The Employer may grant further unpaid leaves of absence to employees for the purpose of attending mutually agreed upon educational programs within the hospitality industry. Written applications for such leave must be received at least fourteen (14) days prior to the commencement of such leaves.
- (c) The Employer is not obligated to grant any leave pursuant to this Article 18.02 to more than one employee at a time from any one department.
- (d) Written notice shall be given at least fourteen (14) calendar days prior to the commencement of any leave granted pursuant to this Article 18.02.

18.03: Maternity Leave and Parental and Adoption Benefits

All employees will be afforded all benefits of Maternity, Adoption and Parental Leave in accordance with Employment Standards Legislation.

- (a) An employee, who has been granted a leave of absence pursuant to this Article, shall continue to accrue seniority on the basis of those hours which the employee would have worked during the period of the leave of absence.**
- (b) The period of service of an employee who has been granted a leave of absence pursuant to this Article, shall be considered to have been uninterrupted for purposes of determining annual vacation entitlement.**

18.04: Leave for Military Service

Members of the Union called up for the Military, Air Force or Naval Services, Red Cross or other combat relief service of Canada during the life of this Agreement will be considered on leave of absence and be returned to their former position upon honourable discharge from the service, provided they are physically and mentally capable and make application within two (2) months.

18.05: Special Leave with Pay

Special Leave with pay shall be granted to an Employee with one (1) year of continuous service and used for the following purposes.

- (a) Upon bereavement (and within 13 months of the death), or imminent bereavement, of an immediate family member (defined in Article 18.05 (a) (i) below), and within a period of twenty-four (24) months from the date of the death, for the purpose of attending a postmortem related to the death. Up to two (2) days leave with pay shall be granted.
 - (i) Immediate family is defined as a mother, father, sister, brother (or alternately stepfather, stepmother, or foster parent), spouse, son, daughter, stepchild or ward of the regular employee, son-in-law, daughter-in-law, grandparent and grandchild.****
- (b) Where an Employee is required to travel outside the Whitehorse area for bereavement purposes, up to two (2) more days Special Leave with Pay shall be granted.**
- (c) When an employee's spouse or dependent child 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 it is not possible for the employee's dependant(s) to seek treatment or an appointment in the employee's area. Up to two (2) days leave with pay shall be granted.**
- (d) The employee shall provide necessary proof of the need for or the utilization of leave under this Article, excluding leave pursuant to Article 18.05.**
- (e) An employee is not eligible for Special Leave with pay for any period during which he/she is on leave of absence without pay or under suspension.**

18.06: Injury on Duty Leave

- (a) A permanent employee shall be granted Injury-On-Duty Leave with pay for a maximum of four (4) weeks when the Yukon Workers' Compensation Health and Safety Board (YWCH&SB) has determined that they are unable to perform their duties because of any injury accidentally received at work or illness resulting from the nature of their job.
 - (i) Where paid Injury-On-Duty Leave is granted, the employee shall assign or pay the Employer all payment or compensation for loss of wages received from the YWCH&SB covering that period.
 - (ii) At the end of the paid Injury-On-Duty Leave period, the employee will be granted unpaid Injury-On-Duty leave for such time as they are in receipt of YWCH&SB compensation benefits.
- (b) All leave and benefits will remain as accrued while a permanent employee is absent on Injury-On-Duty leave, however while on unpaid Injury-On-Duty leave the employee will not accrue sick, special or vacation leave. Time spent on Injury-On-Duty leave will be deducted from accrual for travel allowance and length of employment calculations. The employee may request payout of accrued benefits such as vacation pay or banked time while they are on leave.
- (c) When an employee has been granted sick leave with pay and YWCH&SB compensation is subsequently approved for the same injury or illness, the employee shall assign or pay to the Employer all payment or compensation received from the YWCH&SB covering that period and the sick leave shall be credited back to the employee.

18.07: General Limitations on Leaves of Absence

- (a) All leaves of absence provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate article that the particular leave of absence is to be granted with pay.
- (b) Leaves of absence other than those specifically provided for in this Agreement may be granted to employees where it is deemed appropriate to do so by the Employer, but the granting of such leaves is within the discretion of the Employer. The granting of such leave will be in writing.

Article 19 Benefits

19.01: Benefits Package

As per attached Letter of Understanding #3 on page 41.

Article 20 Supervisory Differential

20.01: Supervisory Differential

- (a) A supervisory differential shall be paid to an employee in the bargaining unit who is asked to perform duties of a supervisory nature, directly in the absence of a supervisor who regularly would be present during those hours. Such agreement must be confirmed in advance between the employer and employee before supervisory differential will be awarded.
- (b) The employee shall receive an additional one dollar per hour (\$1.00) or portion thereof for performing such duties.

Article 21
Job Security, Lay-off/Recall

21.01: Job Security:

- (a) During the life of this agreement, the employer will make every reasonable effort to provide continued employment for full-time and part-time employees, excluding term, seasonal and AOC employees. Should a re-organization occur every reasonable effort will be made to provide alternate employment opportunities to the affected employees at equivalent levels within the same geographic region. The employer will provide retraining as an alternative to layoff when a vacancy exists and the employee can demonstrate an aptitude to meet the new job requirements within a reasonable period of time.
- (b) The employer further agrees that during the life of this agreement full-time and part-time employees, excluding term, seasonal and AOC employees, will not be laid off or have their hours reduced as a result of the employer contracting out work.
- (c) Nothing in this article is a guarantee of minimum or maximum hours of work.

21.02: Notice of lay-off and Severance Pay

- (a) Notwithstanding any other provision in this agreement, when, at the direction of the Employer a position is eliminated or the hours of work are reduced by more than 40% the employer will provide the affected employee(s) who have passed their probationary period with written notice of lay-off.
 - i. two weeks' notice in writing to the employees whose period of employment is less than one year;
 - ii. three weeks' notice in writing to the employee whose period of employment is one year or more but less than three years;
 - iii. four weeks' notice in writing to the employee whose period of employment is three years or more but less than four years;
 - iv. five weeks' notice in writing to the employee whose period of employment is four years or more but less than five years;
 - v. six weeks' notice in writing to the employee whose period of employment is five years or more but less than six years;
 - vi. seven weeks' notice in writing to the employee whose period of employment is six years or more but less than seven years;
 - vii. eight weeks' notice in writing to the employee whose period of employment is seven years or more but less than eight years;
 - viii. nine weeks' notice in writing to the employee whose period of employment is eight years or more.
- (b) In lieu of written notice, or in any combination thereof, the employer may opt to pay the employee termination pay in an amount equal to the amount that the employee would have been entitled to receive as their regular wages for their normal hours of work for the period prescribed by section 21.02(a), except where the laid off employee exercises their right to bump another employee in accordance with the provisions of article 21.06 in which case the employee has no entitlement to pay under this article.

21.03: Lay-off

For the purpose of this article, layoff means the termination or reduction of more than 40% of working hours per week of an employee's employment as a result of a lack of, or a reduction in, the amount of work required to be performed, or as a result of being bumped.

21.04: Seniority:

- (a) When a need to do a lay-off is identified, if the experience, qualifications, ability, and suitability are relatively equal, the employee with the least seniority will be designated for layoff**
- (b) A full-time or part-time employee who has been given layoff notice or who has been bumped by another employee has the right to exercise seniority and is entitled to provisions of this article**
- (c) Seniority for a bargaining unit member shall be the total number of continuous day's service (rounded to the nearest half day) an employee has been employed by the employer. Notwithstanding any other provision of this agreement, approved leaves of absence with or without pay shall not interrupt continuous service for the purpose of calculating seniority.**
- (d) An employee's length of service shall be maintained while on the recall list.**

21.05: Recall:

- (a) Employees on the recall list shall be recalled, in accordance with their seniority, provided they have the necessary ability, qualifications and experience to do the available work.**
- (b) An employee laid off will remain on the recall list for a period of 18 months commencing with the date of layoff.**
- (c) An employee recalled shall not be required to serve a new probationary period.**
- (d) Where an employee refuses a recall to a comparable regular position of equivalent hours to the position held prior to the layoff, the local union will be notified. Where the same employee refuses a subsequent recall to a comparable permanent position of equivalent hours to the position during the same recall period, the employee's recall rights will be terminated unless the parties mutually agree otherwise**

21.06: Alternatives to layoff:

- (a) An employee who has been given notice of layoff or who has been bumped, and who has the necessary experience, qualifications, ability, and suitability, has the right to displace another employee within the same or the next two lower pay levels and receive the appropriate classification rate of pay.
- (b) The decision to bump another employee must be made within fifteen (15) working days of the notice of layoff.
- (c) As an alternative to layoff the employer will provide retraining to an employee where a vacancy exists and the employee can demonstrate an aptitude to meet the new job requirements within a reasonable period of time.
- (d) As an alternative to layoff, the employer will consider requests for "job sharing" where the employees directly concerned agree to participate, where the educational and/or support services are not diminished, and where there are no significant additional costs to the employer.
- (e) As an alternative to layoff and where there is a reasonable expectation that the employee will benefit from a leave of absence and there is an expectation by the employer that the employee will be recalled to work, then a request for a leave of absence will be considered. Where leave is granted then recall rights will commence upon expiration of the leave.
- (f) As an alternative to recall, bumping and other provisions of article 21 the employer may offer a sum of money in exchange for an employee's rights under this article.
- (g) In circumstances where an employee's hours have been decreased, it is agreed that the employee shall have first claim on returning to full time.
 - (i) Where there is a reinstatement of the former work or,
 - (ii) Where similar duties can be assigned on an operationally feasible basis, where the educational and or support services are not diminished, and where there are no significant additional costs to the employer. In the case of instruction, the affected instructor must possess the ability, qualifications and experience to teach the relevant subjects.

Article 22
Northern Travel Allowance

22.01: Upon completion of the probationary period and upon written request of the employee, an amount of \$1200.00 will be identified as the Northern Travel Allowance and identified as such on the monthly pay slips and T-4 slip. This amount may be increased by an additional \$1200.00 for an employee spouse and each dependent child. The monies referred to in this Article are inclusive of salary or hourly rate of pay and not additional monies.

Article 23
Casual/Term/AOC Employee

23.01: Unless otherwise stated all the provisions of the Collective Agreement apply to both Casual and Term Employees except for the following provisions;

- (a) Article 9: Seniority (applies to date of hire if the Casual is made a Regular Employee)**
- (b) Article 15.02, .03, .04, .05**
- (c) Article 18: (except 18.11 Special Leave)**
- (d) Article 22: Job Security/Lay-off/Recall**

23.02: Unless otherwise stated all provisions of the Collective Agreement apply to Term Employees except for the following provisions;

Article 22: Job Security/Lay-off/Recall.

Article 24
Event of a Sale

24.01:

- (a) In the event of a sale of the business, the new owner(s) and/or their immediate family may perform bargaining member work up.
 - (i) this work shall be to a maximum of four (4) positions and;**
 - (ii) shall not exceed more than one (1) person per classification.**
 - (iii) owner(s) and/or their immediate family shall not be subject to the terms and conditions of the Collective Agreement.****
- (b) While exercising this clause if a need to do layoff(s) is identified the most junior employe(s) shall be designated first.**

Article 25
Payment of Wages

25.01:

- (a) Employees will be paid every two (2) weeks. Payment shall be based on the fourteen (14) days prior with cut-off being Saturday at midnight. Payment will be made on midnight Thursday of every second week if direct deposit is the method of payment. Cheques are to be made available to the employee the Friday following cut-off. In the event of a holiday falling on that day, the day previous to such holiday shall be the pay day.
- (b) Employees must be paid wages in full at time of discharge or termination, on the job, or arrangements made whereby a cheque will be mailed to them no later than five (5) working days hence.
- (c) The Employer will provide a separate or detachable itemized statement with each pay. This statement shall show the number of hours at straight time and at overtime wage rates, and total deductions from the amount earned.
- (d) Any Employer, who wishes to mail Employees' cheques or deposit it direct to any bank, must have the consent of the Employee.

Pay Grid

	Step 1	Step 2	Step 3	Step 4	Step 5
FD/HK/K					
	\$13.50	\$13.75	\$14.00	\$14.25	\$15.00
Note: Kitchen N/A at this time					
Full time Maintenance					
	\$ 16.00	\$ 16.50	\$ 16.75	\$ 17.00	\$ 17.75
Maintenance Assistant					
	\$ 14.00	\$ 14.25	\$ 14.50	\$ 14.75	\$ 15.50
Grounds					
	\$ 12.00	\$ 12.50	\$ 13.00	\$ 13.50	\$ 14.50

Pay Grid Notes

1. Employees shall move from step one (1) through step five (5) annually upon their anniversary date of hire. Such increases are subject to satisfactory job performance in their position.
2. Employees shall be placed on the grid following ratification by parties, based on the application of pay grid note one (1) above.
3. Employees who earn a wage rate greater than that provided for in the above paragraphs, shall be covered by green circling protection (they shall maintain their higher rate and receive any wage increase negotiated between the parties that affect the Pay Grid).

Implementation and Economic Increases

The Grid will be effective upon date of ratification or December 1, 2016, whichever comes first.

Increases will be retroactive to December 1st, 2016 and any green circled employees will receive fifty cents (\$0.50) an hour above their current wage.

All other employees hired prior to June 1st, 2017 and employed at the date of ratification shall receive a gift card for two hundred dollars (\$200.00) for full-time employees and one hundred dollars (\$100.00) for part-time employees. Gift cards will be Walmart gift cards.

Letter of Understanding #1

The parties agree that with regard to grievances pursuant to Article 12 and other sections of the Collective Agreement that may require arbitration, the following persons are acceptable as Arbitrators: Jane Emrich, Brian Keller, Owea Shime, Don Munroc, Judi Korbin, or other names the parties may mutually agree to.

Letter of Understanding # 2
Deferred Salary Leave Plan

The parties agree to meet during the life of the Collective Agreement to discuss the possibility of introducing a Deferred Salary Leave Plan Policy during the life of the Collective Agreement.

Letter of Understanding #3
Health and Welfare Plan

Employees in good standing with UA Local 310 may be members of the Yukon Building Trades Health and Welfare Plan.

Employees shall be responsible for the payment of monthly premiums for their chosen service, plus an administration fee of \$20.00 per month.

Members must be up to date with their union dues to UA Local 310 for the month in which premiums are paid.

An application form must be filled out and on file at the Union Hall to be eligible for this option.

Letter of Understanding # 4
Uniforms

In the event the Employer introduces a uniform policy for the Employees in the bargaining unit in whole or in part, the parties agree to meet and discuss the application and content of the policy.

The parties agree meaningful consultations will take place prior to the introduction of the policy.

Signing Sheet

Signed on behalf of the Employer

Signed on behalf of the Union

President

Title

Business Manager

Title

[Signature]

[Signature]

Witnessed by:

[Signature]

Date of signing:

SEPTEMBER 18/2017