

Collective Agreement
Between
Public Service Alliance of Canada
And
Teegatha'Oh Zeh

Effective:
April 1, 2018 to March 31, 2021

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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 It is the purpose and intent of the parties to this Agreement to foster and maintain an environment that promotes effective working relationships in the workplace.
- 1.03 The parties to this Agreement share a desire to provide the highest quality of service possible for the clients.

Article 2

Interpretation and Definitions

- “Abandonment”** means the failure of an employee to report for work five (5) consecutive scheduled working days without informing the Employer of the reason for their absence. The presumption of abandonment shall be reconsidered by the Employer upon presentation of evidence of reasonable grounds for the employee’s failure to contact the Employer either in person or by some other means.
- “Bargaining Unit”** are the employees for which the Union is recognized as the bargaining agent as described in CIRB Certificate 10695-U dated December 2, 2014.
- “Classification”** means the classifications set out in Schedule “A – Classifications and Rates of Pay”
- “Consultation”** means a process of joint deliberations with the objective being that the parties disclose relevant information and engage in meaningful 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 either party 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.
- “Continuous Service” and “Continuous Employment”** mean uninterrupted employment with the Employer.
- “Double-time”** means twice (2X) the straight-time rate.

“Employee”	means a member of the Bargaining Unit, and the categories of employees are: <ul style="list-style-type: none"> i. “Regular full-time employee” means an indeterminate employee who is scheduled to work the full-time hours of work specified in Article 29.01 of the Collective Agreement. ii. “Regular part-time employee” means an indeterminate employee who is scheduled to work the part-time hours of work specified in Article 29.02 of the Collective Agreement. iii. “Regular employee” means a regular full-time employee and a regular part-time employee. iv. “Relief employee” means an employee who is not regularly scheduled to work and who is offered work on an on call basis. v. “Term employee” means an employee who is hired on a temporary basis in excess of three (3) months for a full-time or part-time position, for a specified period of time, to replace an employee on a leave of absence or for limited term work. Term employees will only be hired in situations where there is no reasonable expectation of the position being filled on a regular on-going basis. Consecutive renewals of term appointments will only be made where it is necessary in order to staff for the continuing absence of an employee, or where a special program or project is being extended for a limited period.
“Employer”	means Teegatha’Oh Zheh Society.
“Fiscal year”	means the period of time from April 1 st to March 31 st .
“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.
“Holiday”	means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in the Collective Agreement.
“Layoff”	means a cessation of employment as a result of a lack of, or reduction in, the amount of work required to be performed.
“Leave of Absence”	means permission to be absent from duty.
“May”	shall be regarded as permissive, “shall” and “will” as imperative, and “should” as informative only.
“Overtime”	means time worked by an employee in excess of one hundred and sixty (160) hours over a period of four (4) consecutive work weeks.

“Parties”	shall mean the PSAC and Teegatha’Oh Zeh Society.
“Position”	means the job held by an incumbent employee within a classification.
“Representative”	means an employee who has been elected or appointed as an area Steward or who represents the Union at meetings with management.
“Spouse”	means a person to whom an employee is legally married, or a person with whom the employee has an exclusive relationship continuously living together for more than one (1) year immediately before the date in question, and who has been identified in writing as the employee’s spouse, regardless of gender.
“Straight-time rate”	means the applicable basic hourly rate of compensation specified in this Agreement, exclusive of allowances.
“Time and one-half”	means one and one-half times (1.5X) the straight-time rate.
“Union”	means the Public Service Alliance of Canada (“PSAC”) or the Yukon Employees’ Union (YEU) as the case may be.

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

- i. If defined in the *Yukon Employment Standards Act*, or in the Regulations thereof, have the same meaning as given to the in the *Yukon Employment Standards Act* as may be amended from time to time; and
- ii. If defined in the *Interpretation Act* as may be amended from time to time, but not defined elsewhere in this Agreement or in the *Yukon Employment Standards Act*, or in the Regulations thereof as amended from time to time, have the same meaning as given to them in the *Interpretation Act*.

Article 3 Application

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

Article 4

Recognition

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees as described in the Certification Order No. 10695-U issued by the Canada Industrial Relations Board dated December 2, 2014.
- 4.02 The Employer shall advise prospective employees that the workplace is unionized.

Member Orientation

- 4.03 When a new employee is hired, the following will form a part of the employee's orientation:
- (a) The Employer will provide the employee with a copy of the Collective Agreement;
 - (b) The Employer will draw the employee's attention to the compulsory check-off provisions of Article 13, and have the employee sign the required deduction authorization; and
 - (c) The local president of the Union, or their delegate, will be provided with a paid-time period of up to ten (10) minutes with the new employee, scheduled for a mutually convenient time, in which to discuss the Union in the work environment.

Article 5

Future Legislation

- 5.01 In the event that any law passed by Parliament of Canada or the Legislative Assembly of Yukon renders null and void or alters any provision of the Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

Conflict of Provisions

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

Article 6
No Strikes or Lockouts

- 6.01 The Employer agrees that it will not cause or direct any lockout of its employees during the term of this Agreement.
- 6.02 The Union agrees that there will be no strike, work stoppage, or slowdown during the term of this Agreement.

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 Tèegatha'Oh Zheh. The Employer agrees to administer its rights in a manner which is not discriminatory, arbitrary, in bad faith or unreasonable.

Article 8
Employer Directives

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

Article 9
Discrimination and Workplace Harassment

- 9.01 All employees and the Employer are entitled to work in an environment free of discrimination and/or workplace harassment. The Employer, employees and Union shall not engage in discriminatory conduct and/or workplace harassment with each other.
- 9.02 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 representative of the Employer or any person employed by the Employer by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity, gender expression, marital status, family status, disability, political affiliation, or conviction for an offence for which a pardon has been granted.
- 9.03 The Union, the Employer and the employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respected to any employee by reason of membership or activity in the Union.

9.04 Subject to the factors set out in Section 10 of the *Yukon Human Rights Act*, as may be amended from time to time, the Employer shall make reasonable efforts 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.

9.05 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) "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature by a representative of the Employer or a person employed by the Employer
 - (i) That might, on reasonable grounds, be expected to cause offence or humiliation to another representative of the Employer or a person employed by the Employer; or
 - (ii) That might, on reasonable grounds, be perceived by the recipient as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- (b) "Personal harassment" means any improper behaviour of a representative of the Employer or a person employed by the Employer that is directed at and offensive to another representative of the Employer or 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. This includes harassment as defined in Section 14 of the *Yukon Human Rights Act*, as may be amended from time to time, and bullying as defined as offensive, abusive, intimidating, threatening, malicious or insulting behaviour that might, on reasonable grounds, be expected to cause offence or humiliation or be perceived as threatening behaviour. However, it shall not include the legitimate exercise of an individual's supervisor power of authority.
- (c) "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 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 employee at risk of injury.

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

- 9.06 The Employer will make every reasonable effort to ensure that no employee is subjected to discrimination or workplace harassment.
- 9.07 Cases determined by the Employer to be discrimination or workplace harassment by a person employed by the Employer is considered a disciplinary infraction and will be dealt with as such.
- 9.08 Complaints of discrimination or workplace harassment shall be brought to the attention of the Executive Director. An employee may be assisted by the Union in making a complaint. If the Executive Director is the subject of the complaint, it will be brought to the attention of the President of the Board of Directors.
- 9.09 Complaints of discrimination or workplace harassment under this Article will be handled with all possible confidentiality and dispatch by the Employer and the Union.
- 9.10 The Employer shall give notice to a respondent of the substance of a discrimination or workplace harassment complaint under this Article.

Article 10

Appointment of Representatives

- 10.01 The Employer acknowledges the right of the Union to appoint employees as Representatives with a maximum of three (3) as Shop Stewards.
- 10.02 The Union shall notify the Employer in writing, of the names of the appointed Shop Stewards and any changes to the named appointed Shop Stewards.

Article 11

Union Access to Employer Premises

- 11.01 Upon reasonable advance notification to the Executive Director or designate and subject to operational requirements, the Employer shall permit an accredited representative of the Union access to the administrative building. Representatives shall notify the Executive Director or designate before approaching any employee.

Provision of Bulletin Board Space and Other Facilities

- 11.02 The Employer shall provide bulletin board space in the Administrative office and each residence identified for exclusive Union use.
- 11.03 The Employer may make available to the Union specific locations within the administration building for the placement of bulk quantities of literature of the Union.
- 11.04 The Employer shall make available to the Union and members of the Bargaining Unit a suitable meeting room within the administrative building to be used from time to time, subject to availability for the conducting of business relating to the Bargaining Unit.

Article 12

Time Off for Union Business

Employees entitled to received leave without pay under this Article with the exception of 12.10 shall have their regular salary undisrupted during such leave and the Employer shall invoice the Union for the cost of lost wages and benefits.

12.01 Conciliation or Arbitration Hearings (Disputes)

- (a) The Employer will grant leave without loss of pay to an employee who se presence is essential to representing the Union before a conciliation or arbitration hearing.

Employee Called as a Witness

- (b) The Employer will grant leave without loss of pay to an employee summonsed or subpoenaed as a witness before an arbitration hearing.

Arbitration Hearings (Grievances)

- 12.02 The Employer will grant leave without loss of pay to an employee, who is party to a grievance before an arbitration hearing, to attend the arbitration hearing.
- 12.03 Where an employee and their Representative meet pursuant to Clause 12.08 or in order to resolve a grievance, the employee shall be granted reasonable time off without loss of pay. Before attending such a meeting the employee shall obtain the permission of the employees' immediate supervisor prior to leaving their work. Such a permission shall not be unreasonably denied.

Contract Negotiations Meetings

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

Preparatory Contract Negotiations Meetings

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

Employee Organization, Executive Council Meetings, Congresses and Conventions

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

Representatives Training Course

- 12.07 Where operational requirements permit and upon at least two (2) weeks advance written notice, the Employer will grant reasonable leave without pay to a maximum of three (3) employees who have been appointed as Representatives of the Union to undertake training related to the duties of a Representative.

Time-off for Representatives

- 12.08 A Representative shall obtain the permission of their immediate supervisor before leaving their work to investigate a grievance, to meet with management for the purpose of dealing with grievances, and to attend meetings called by management. Such permission shall not be unreasonably denied.
- 12.09 The Representative shall notify their supervisor before resuming their normal duties.

Leave for Union Office

- 12.10 Employees elected to the governing executive of the Union, the Alliance or the Yukon Federation of Labour shall, upon application, be granted leave of absence without pay for the term of office. It is understood that no more than one person at a time shall be granted such leave.
- 12.11 Such employees shall advise the Employer as soon as possible when an extension of their leave of absence is applicable due to re-election. Any extension of such leave shall be subject to mutual agreement.

- 12.12 Upon termination of their leave of absence such employees shall have the right to return to their former classification and if practicable, their former position. When such employees wish to invoke this clause they shall provide the Employer with three (3) months' notice of their intent to do so.
- 12.13 Such employees will retain their seniority, but shall not accrue further seniority during their leave of absence.

Article 13

Check-Off of Union Dues

- 13.01 Effective the first of the month following the signing of this Agreement, the Employer shall as a condition of employment deduct membership dues from the pay of all employees in the Bargaining Unit as provided for in Section 70 (1) of the *Canada Labour Code*. Such dues will be deducted from each paycheque to the extent that earnings are available or unless a religious objection is raised in accordance with the *Canada Labour Code* Section 70 (2).

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. Subject to Section 95 of the *Canada Labour Code* 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 Alliance shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 13.03 From the date of signing and for the duration of this Agreement, no employee organization, other than the Union, shall be permitted to have membership dues deducted by the Employer from the pay of the 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.
- 13.06 The Employer agrees to identify annually on each employee's T4 slip the total amount of membership dues deducted for the applicable year.

- 13.07 Except as otherwise noted in this Agreement, notification to the Employer by the Alliance shall be made to the Executive Director.

Article 14 Information

- 14.01 The Employee agrees to provide the Union on a quarterly basis with information concerning the identification of each employee. This information shall include the name, address, job classification, rate of pay, and employment status of each employee. The Employer shall also indicate if any employees have been hired or transferred or whose employment has been terminated during the period reported.
- 14.02 The Employer shall notify the Union of all newly created classifications including its designation as to whether it is within or outside of the Bargaining Unit.

Publication of Agreement

- 14.03 The Employer and the Union will share equally all costs associated with the publication and distribution of up to one hundred (100) copies of this Agreement. The Union will facilitate the publication of this Agreement.
- 14.04 The Employer shall provide each new employee with a copy of this Agreement upon their appointment.

Article 15 Processing of Grievances

- 15.01 "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.

15.02 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. 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 in accordance with Clause 15.08 (a).
- 15.03 An employee may be assisted an/or represented by the Union at the complaint level and/or when presenting a grievance.
- 15.04 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.
- 15.05 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 15.03 and 15.04.
- 15.06 An employee who wishes to present a grievance, shall transmit this grievance in writing to the Executive Director or designate who will provide the employee with a receipt stating the date on which the grievance was received by the employee.
- 15.07 Except as otherwise provided in this Agreement, a formal grievance shall be processed by recourse to the following steps:
- (a) Level 1 – Executive Director
 - (b) Mediation/Arbitration
- 15.08 (a) An employee may present a grievance at Level 1, in the manner prescribed in Clause 15.06, not later than twenty-eight (28) calendar days after the expiry of the fourteen (14) calendar day period (or such further time as the employee and the supervisor may agree) under Clause 15.02 (b); or
- (b) If no informal complaint is made, within twenty-eight (28) calendar days that the employee first becomes aware or ought reasonably to have become aware of the action or circumstances giving rise to the grievance.
- 15.09 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.
- 15.10 Where an employee has been represented by the Union in the presentation of their grievance, 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.

- 15.11 Where the provision of Clause 15.02 and/or 15.04 cannot be complied with and it is necessary to present an informal complaint or formal grievance by email, the complaint or grievance shall be deemed to have been presented on the day on which it is received by the Employer. Similarly, the Employer shall be deemed to have delivered a reply on the date on which the email containing the reply is sent, and the time limit within which the grievor may resend their grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered.
- 15.12 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Union representative.
- 15.13 Except as provided in Clause 16.11 an employee may, by written notice to their immediate supervisor, abandon a grievance.
- 15.14 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 their control, the employee was unable to comply with the prescribed time limits.
- 15.15 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.
- 15.16 Where an employee has presented a grievance, and the grievance has not been dealt with to the employee's satisfaction, the employee may request that the Union refer the grievance to arbitration in accordance with the arbitration procedure specified in this Agreement.

Policy Grievance

- 15.17 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

15.18 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

15.19 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 16.01 will be suspended during this step.

15.20 If the mediation is unsuccessful in resolving the grievance, then either party may invoke the Arbitration Procedure as per Clause 16.01 within twenty (20) calendar days of the conclusion of the mediation process.

15.21 Failure by either party to apply for arbitration within the prescribed time limits as in Clause 15.20 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 16

Arbitration Procedure

16.01 A party dissatisfied with the outcome of the grievance procedure may refer the matter to arbitration provided that the reference is made within thirty (30) calendar days from the date on which the grievance decision was given.

16.02 Any arbitration arising out of this Agreement shall be conducted before a single arbitrator mutually agreed to by the parties.

16.03 A reference to arbitration shall be made in writing to the other party. The reference shall provide the name, address and telephone number of the referring party's representative. The reference will also include a list of at least three names of persons proposed for the selection of an agreed upon arbitrator.

16.04 Within fourteen (14) calendar 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

acknowledgement will also either confirm agreement for one of the proposed arbitrators, or propose a list of three names of alternative arbitrators.

- 16.05 If the parties have not agreed to an arbitrator within fourteen (14) calendar days of receipt of the written acknowledgment, either party may, pursuant to the Canada Labour Code, request the Minister of Labour to make an appointment.
- 16.06 The arbitrator shall have the authority and powers conferred by the Canada Labour Code, including the authority to determine whether a matter is arbitrable under this Agreement. The arbitrator shall not have the authority to change, modify or alter any of the terms of this Agreement. This does not preclude the arbitrator from substituting a lesser penalty in discipline matters, or reinstating a discharged employee.
- 16.07 The award of the arbitrator is final and binding upon the parties and any affected employee(s).
- 16.08 Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator. The parties are each responsible for their own costs associated with engaging outside counsel and calling witnesses who are not employees of the Employer.
- 16.09 The time limits stipulated in this procedure may only be extended by mutual agreement between the parties.
- 16.10 An employee must obtain the approval of the Union and be represented by the Union before a grievance can be referred to arbitration.
- 16.11 A grievance referred to arbitration can only be withdrawn by the employee with the prior approval of the Union.

Expedited Arbitration

- 16.12 The parties agree that, by mutual consent only, any grievance may be referred to the following expedited arbitration procedure. The Arbitrator shall be chosen by mutual agreement between the Parties.

Procedure:

- (a) Grievances referred to expedited arbitration must be scheduled to be heard within sixty (60) calendar days from the date of referral, unless the hearing is delayed by mutual agreement between the Parties or by the Arbitrator.
- (b) The Parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses.

- (c) Whenever possible, the Arbitrator shall deliver the decision verbally at the conclusion of the hearing, giving a brief resume of the reasons for the decision and then confirm these conclusions in writing within ten (10) calendar days of the date of the hearing.
- (d) When it is not possible to give a verbal decision at the conclusion of the hearing, the Arbitrator shall render it in writing with a brief resume of the reasons. The Arbitrator must render the written decision as soon as possible but at all times within ten (10) calendar days of the date of the hearing.
- (e) The decision of the Arbitrator shall not constitute a precedent.
- (f) Such decisions from the expedited format shall be final and binding upon the Parties and any affected employee(s).
- (g) The Arbitrator shall have the authority and powers conferred by the Canada Labour Code, including the authority to determine whether a matter is arbitrable under this Agreement. The Arbitrator shall not have the authority to change, modify or alter any of the terms of this Agreement. This does not preclude the Arbitrator from substituting a lesser penalty in discipline matters, or reinstating a discharged employee.
- (h) Each party shall bear one-half (1/2) the cost of the Arbitrator.

Article 17

Designated Paid Holidays

Articles 17.01 to 17.09 inclusive shall apply to all regular employees.

17.01 The following days are designated paid holidays for employees:

- (a) New Year's Day
- (b) Heritage Day
- (c) Good Friday
- (d) Easter Monday
- (e) Victoria Day
- (f) Aboriginal Day
- (g) Canada Day

- (h) Discovery Day
- (i) Labour Day
- (j) Thanksgiving Day
- (k) Remembrance Day
- (l) Christmas Day
- (m) Boxing Day

17.02 Any day proclaimed by the Yukon Territorial Government as a General Holiday other than a designated paid holiday mentioned in Clause 17.01 above, shall be proclaimed as a designated paid holiday.

17.03 For the purposes of Designated Statutory Holidays, Vacation Leave and Personal Leave, Term employees who are employed for six months or longer will be eligible for the aforementioned provisions on a prorated basis.

17.04 Where the Yukon Territorial Government changes the name of a designated paid holiday mentioned in Clause 17.01 above, the former title shall be deemed to be deleted and the new title of the General Holiday shall be deemed to be inserted into the Collective Agreement.

Holiday Falling on a Day of Rest

17.05 When a day designated as a holiday under Article 17.01 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 will be given another day off at a mutually agreed date.

17.06 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 17.04:

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

Designated Paid Holidays

- 17.07 Clause 17.01 (granting of designated holidays) does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated paid holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 12 (Time Off for Union Business), and in respect to whom the Union has certified that the employee was paid by the Union for Union business conducted on the working day immediately preceding and the working day immediately following the designated holiday.
- 17.08 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.
- 17.09 An employee required to work on a designated paid holiday shall be compensated for hours worked at the rate of time and one-half.
- 17.10 An employee who is required to work on a designated paid holiday may elect either to be compensated at the rate set out in 17.08 or to receive a lieu day off with pay.

Relief Employees

- 17.11 Relief and term employees shall be entitled to designated holiday pay in the amount of four point eight per cent (4.8%) of their basic hourly rate, payable as it is earned on each pay cheque.
- 17.12 In the event a relief or term employee is required to work on a designated paid holiday Article 17.09 shall apply.

Article 18

Leave – General

- 18.01 An employee must submit a request for leave to their supervisor in writing.
- 18.02 An employee's request for any leave will be responded to by the Employer within seven (7) calendar days in writing. If the Employer does not respond within the prescribed seven (7) days, such leave is deemed to be approved.
- 18.03 When the Employer rejects and employee's application for leave the reasons for the rejection shall be provided to the employee in writing.

Article 19 Vacation Leave

19.01 Vacation Leave

- (a) A regular employee is entitled to take vacation leave with pay in accordance with 19.01 (b) and 19.01 (c) below.
- (b) On initial hire, a regular employee shall have their anticipated yearly vacation leave credits advanced on a prorated basis. A probationary employee may take vacation leave with the prior approval of the Employer. Thereafter, a regular employee, shall have their anticipated yearly vacation leave credits advanced April 1 of each year.
- (c) Should an employee take unearned vacation and not return to the employment of the Employer or return but not long enough to earn the already taken vacation, the Employer has the right to recover the monies from any monies owing the employee.
- (d) A regular employee who has received pay from the Employer for at least ten (10) days in a calendar month shall earn vacation leave credits for that month as per 19.02.
- (e) The receipt of pay requirement in (d) above shall be prorated for regular part-time employees.
- (f) A regular part-time employee shall be entitled to prorated vacation leave credits based on regular hours worked and prorated.
- (g) Relief and term employees shall receive vacation pay at the rate of six percent (6%) of their basic hourly rate in lieu of vacation leave credits, paid on their regular pay cheque.

19.02 For each calendar month and employee shall earn vacation leave credits as follows:

Years of Service	Vacation Entitlement Days	Hours per fiscal Year
0-10 years	15 days	120 hours
10+ years	20 days	160 hours

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

19.04 Employees are required to take their vacation leave during the fiscal year in which it is earned. Employees may, carry over five (5) days of their vacation leave, but must use such leave by the end of the first quarter of the following fiscal year (June 30th) at the rate of pay at which it was earned. If such leave is not used by June 30th of the following fiscal year; the unused vacation pay shall be paid out the first subsequent pay period at the rate at which it was earned.

Granting of Leave

19.05 The Employer shall make every reasonable effort to grant to an employee, who has completed their probation, the period of vacation leave requested by the employee, subject to operational requirements, provided the employee has completed the appropriate vacation leave application form and submitted it to the Employer.

19.06 The Employer will reply in writing to an employee's written vacation leave request in 19.06 above, as soon as practicable with respect to the approval or disapproval of the request for vacation leave, and in any event, within two (2) weeks of the date of receiving the employee's written request. Where the Employer alters or disapproves the vacation leave request, the Employer shall give reasons in writing for such alteration or disapproval if requested in writing by the employee.

19.07 An employee whose period of vacation leave has been authorized pursuant to Article 19.05, but due to operational requirements is subsequently denied, shall be reimbursed for non-refundable deposits forfeited as a result.

Article 20

Personal Days

- 20.01 Each regular employee shall receive a credit of 10 days of personal leave per fiscal year. These personal leave credits will be available to employees for any personal leave situation. An employee may bank any unused personal leave up to a maximum of twenty (20) personal leave days accumulated from year to year. Personal leave days beyond the twenty (20) day maximum not used at the end of a fiscal year will be forfeited. On initial hire, a regular employee shall have their anticipated yearly personal leave credits advanced on a prorated basis. Thereafter, a regular employee shall have their anticipated yearly personal leave credits advanced April 1 of each year. A regular part-time or term employee shall be entitled to prorated sick leave credits based on regular hours worked.
- 20.02 A regular part-time or term employee shall be entitled to prorated personal leave credits based on regular hours worked.
- 20.03 Each regular employee shall be entitled to receive personal pay, at full salary, for any time lost by reason of personal reasons, illness or injury to the full extent of sick leave credits available to the employee at the time of such absence.
- 20.04 Where an employee is absent on sick leave for three (3) consecutive scheduled days or more where it appears a pattern of absences is developing or there is a reasonable basis for believing there may be an abuse of sick leave, the Employer may require a note from the employee's physician, dentist, or other health care provider which indicates that the employee was unable to carry out their duties.
- 20.05 The number of days for which an employee receives sick pay shall be deducted from the employee's cumulative sick leave credits. Sick leave may be taken and accordingly deducted from sick leave credits where sick leave is taken by an employee for a portion of a shift, in which circumstances, the deduction will be made for each hour or portion thereof which the employee was absent from work, calculating the cumulative sick leave credits hourly.
- 20.06 An employee who is unable to report for duty for personal reasons or by reason of illness or injury shall cause the employee's immediate supervisor to be notified as soon as reasonably practicable.
- 20.07 If an employee retires, resigns, or is terminated after the first day of April in any fiscal year, then the employee's personal leave credits shall be prorated to reflect the sick leave credits actually earned by the employee and if there is any outstanding debit, the

Employer has the right to recover the monies from any monies owing the employee. Any surplus will be forfeit.

- 20.08 For the purpose of this Article any medical forms requested by the Employer shall be paid for by the Employer.

Article 21

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Article 22

Court Leave

- 22.01 Leave of absence without loss of pay shall be granted to every employee, other than an employee on leave of absence without pay, laid off or on suspension, who is required:

- (a) To serve on a jury, including a jury selection process; or
- (b) By subpoena or summons to attend as a witness, when related to the performance of their employment duties in any proceedings held,
 - (i) Before a court, judge, justice, magistrate, or coroner; or
 - (ii) Before another person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

- 22.02 An employee is entitled to a leave of absence without pay if the absence from work is due to attendance as a witness in circumstances unrelated to their employment with the Employer, provided the employee has received a subpoena or summons to attend.

- 22.03 An employee in receipt of their regular earnings from the Employer, while serving as a juror or attending as a witness, pursuant to Article 22.01, shall remit to the employer all monies paid to her/him for so serving or attending, except an allowance which is reimbursement for expenses.

- 22.04 An employee, whose attendance at a proceeding pursuant to Article 22.01 is no longer required, shall immediately return to work when the employee can complete at least one-half (1/2) of their scheduled shift for the day.

Article 23

Maternity, Adoption and Parental Leave

General

The aggregate amount of leave without pay under this Article will not exceed seventy-eight (78) weeks when an employee combines Maternity and Parental Leave or when an employee couple combines Maternity and Parental Leave.

Maternity benefits are for the birth parent only and cannot be shared between the two parents.

Leave granted under Article 23 shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave.

Maternity Leave

23.01 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) If required by the employer, 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 birth of the child.

23.02 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.

23.03 The Employer may require an employee to submit a medical certificate certifying the employee is fit to continue to work when the employee opts to continue to work beyond eight (8) weeks prior to the anticipated delivery date.

23.04 An employee who has not commenced maternity leave without pay, may request to be placed on paid/unpaid sick leave pursuant to Article 20, provided that the employee submits a certificate from a qualified medical practitioner or qualified nurse practitioner certifying that the employee is unable to carry out work duties due to medical disability related to pregnancy. In such circumstances, the employee shall remain on sick leave

- (a) Up to the date on which the employee advised the employee intended to begin their maternity leave as per Article 23.01 (a), or
- (b) If the employee has not yet advised of such date under Article 23.01 (a), up to the delivery date.

23.05 An employee who has requested a leave of absence for a period under Article 23.01 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.

23.06 If the employee gives birth, or the pregnancy is terminated, before making a request for leave of absence under Article 23.01, 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 been terminated.

Parental and Adoption Leave

23.07 An employee is entitled to parental leave without pay for a period of up to sixty-two (62) weeks when the employee

- (a) Becomes the birth parent of a child;
- (b) Assumes the care and custody of their newborn child, or of their or their spouse's newborn or adoptive child; or
- (c) Adopts a child

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

23.08 The requirement, to submit the request for leave at least four weeks before the leave set out in paragraph 23.07 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.

23.09 An employee who has requested a leave of absence for a specified period under Article 23.07 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 they intend to work.

23.10 If an employee and the employee's spouse are employed by the Employer and are eligible for parental leave, the parental leave under Article 23.07 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 sixty- weeks.

23.11 Despite paragraph 23.10 both employees may take parental leave 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 other hardship in the family.

Maternity and parental leave must be continuous

23.12 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, and the combined leave must end no later than seventy-eight (78) weeks after the delivery date.

Probation, Benefit Continuation, Reinstatement

23.13 An employee who was on probation on the date their leave under this Article began shall, upon the employees' return to work after the leave, complete their probationary period with a minimum period of one hundred and sixty (160) straight time hours worked or two (2) months, whichever comes first.

23.14 An eligible regular employee, who is absent from work in accordance with this Article, may remain on the group benefits provided by the Employer for the period of the leave, provided the employee pays both the employee and Employer portion of the premiums for the group benefits coverage. A payment schedule will be established by mutual agreement prior to the employee taking leave.

- 23.15 An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Article shall be reinstated in all respects by the Employer in the classification occupied by the employee on the date the leave began.

Article 24 Compassionate Care Leave

- 24.01 An employee shall be entitled to an unpaid leave of absence from employment of up to eight (8) weeks to provide care or support to a family member of the employee if a medical practitioner or nurse practitioner (as defined in Section 60.01 of the *Yukon Employment Standards Act*) issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the day the certificate was issued.
- 24.02 The application process and terms of such leave shall as described in the *Yukon Employment Standards Act*, Section 60.01 or as may be amended from time to time.
- 24.03 An employee on such leave shall continue to accrue seniority.
- 24.04 Employees on such leave may qualify for Employment Insurance benefits through Employment and Social Development Canada. Upon the last day of employment prior to the commencement of the leave, the Employer will provide a Record of Employment to the employee for the purposes of applying for such benefits.

Article 25 Bereavement Leave

- 25.01 An employee shall be entitled to up to four (4) days leave without loss of pay where there is a death of an employee's family member. Bereavement leave days need not be taken consecutively provided the maximum of four (4) days is not exceeded in relation to this provision for the death of the same person.
- 25.02 For the purpose of Article 25.01 a family member is defined as a 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 regular 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 regular employee's household or with whom the regular employee permanently resides.

Article 26 Holiday Season Leave

- 26.01 Regular employees shall be granted leave without loss of pay for regular working days falling in the period between one pm December 24th and December 31st inclusive.

Article 27 Workers' Compensation

- 27.01 All employees shall be covered by the provisions of the *Workers' Compensation Act* as may be amended from time to time.
- 27.02 Employees shall receive directly from the Workers' Compensation Health and Safety Board any wage loss benefits to which they may be entitled.
- Employees who qualify for wage loss benefits shall not have their employment terminated during the compensable period, except for just cause.
- 27.03 Where an employee has been granted sick leave, and is subsequently approved for WCHSB leave for the same period, any sick leave credits used shall be reinstated to the employee.
- 27.04 While on WCHSB leave, the employee: shall remain a member of the bargaining unit and shall not accrue leave with pay or take any leave with pay.
- 27.05 While awaiting a decision from WCHSB an employee shall be able to continue their sick leave until final level of appeal is resolved. Benefits from WCHSB shall be paid to the

Employer by the Board or the employee until sick leave advanced is repaid. Thereafter, benefits may be paid directly to the employee and any outstanding sick leave credits will be restored to the employee.

Article 28 Leave of Absence Without Pay

- 28.01 After completion of three (3) years of continuous employment, employee may request leave without pay and without benefits for periods of up to twelve (12) months. Such requests will not be unreasonably withheld.
- 28.02 An employee on a leave of absence shall confirm in writing at least two (2) months before their leave is over that the employee intends to return to work at the agreed upon date. Otherwise, the Employer will make reasonable efforts within the next two (2) weeks to contact the employee to determine their intentions. If the Employer cannot contact the employee, their employment is deemed to terminate on the date on which the employee should have contact the Employer.
- 28.03 Employees must use all Vacation Leave prior to requesting Leave without Pay. An employee returning from leave under this Article shall be returned to the classification they occupied prior to such leave being taken.

Article 29 Hours of Work

- 29.01 The standard hours of work for regular full-time employees shall be thirty-five (35) or more straight time hours worked per work week (Monday-Sunday) averaged over a period of four (4) consecutive work weeks and totalling one hundred and sixty (160) hours over the four (4) consecutive work weeks.
- 29.02 The standard hours of work for regular part-time employees shall be less than thirty-five (35) straight time hours worked per week (Monday – Sunday) averaged over a period of four (4) consecutive work weeks.
- 29.03 The Employer shall post the work schedule electronically for each regular full-time and regular part-time employee at least one (1) week prior to the start of the four (4) consecutive work week averaging period.
- 29.04 Any additional unscheduled hours of work by a regular employee, as a result of unanticipated operational needs, must be authorized in advance by the employee's supervisor or on call manager. The parties agree there may occasionally be urgent

circumstances where obtaining such advance authorization may not be possible. In such instances, the authorization of unscheduled hours shall not be unreasonably withheld.

- 29.05 On or before the fifteenth (15th) day of each calendar month, a relief employee must provide their supervisor, in writing, with the employee's availability to work for the Employer during the following calendar month.
- 29.06 Subject to the employee being qualified to meet the assessed needs of the client, the hours of work for relief employees shall be scheduled by the Employer based upon the greatest availability among the relief employees to fulfill the need for client continuity of service.
- 29.07 In the case where two (2) or more relief employees are equally available to fulfill the need for client continuity of service, the senior relief employee shall be scheduled for the hours of work.
- 29.08 If, at the time of posting the work schedules electronically, pursuant to Clause 30.03, the Employer is aware of the hours of work which a relief employee will be scheduled to work during the following calendar month, then those known hours of work for the relief employee will be included in the electronically posted schedule.
- 29.09 Employees working a daily shift of more than five (5) consecutive straight time hours shall receive a meal break of one-half (1/2) hour.
- 29.10 Subject to 29.11, the meal break referred to in 29.09 shall be unpaid and shall be scheduled to be taken by the employee as close as possible to the mid-point of the employee's shift.
- 29.11 Employees working directly with clients of the Employer shall take their meal breaks with the client and shall be paid for the one-half (1/2) hour meal break as part of their straight time hours worked.
- 29.12 Subjection to 29.13, paid rest period of fifteen (15) minutes each will be provided as follows:
- (a) Employees working a daily shift of more than four (4), but less than five (5), consecutive straight time hours shall receive one (1) paid rest period to be taken by the employee as close as possible to the mid-point of the employee's shift, and
 - (b) Employees working a daily shift of more than six (6) consecutive straight time hours shall receive two (2) paid rest periods, with one rest period being taken by the employee in each half of the employee's daily shift.

- 29.13 Employees working directly with clients of the Employer shall only take their paid rest periods, as per sub-section 29.12, if the operational requirements of the Employer are met. The parties agree it is the responsibility of the Employer to take reasonable steps to ensure that the direct supervision of the client is otherwise maintained during the employee's rest period.
- 29.14 Overtime at the rate of time and one-half the employee's straight time rate of pay shall be paid for all hours worked by the employee in excess of one hundred and sixty (16) straight time hours over the averaging period of four (4) consecutive work weeks.
- 29.15 All overtime hours worked must be authorized in advance by the employee's supervisor or on call manager. The parties agree there may occasionally be urgent circumstances where obtaining such advance authorization may not be possible. In such instances, the authorization of worked overtime shall not be unreasonably withheld.
- 29.16 Overtime hours worked may, at the employee's choice, be paid out or be banked and taken as time off in-lieu at a time agreed to by the employee and their supervisor. An employee, who does not advise their supervisor that the employee chooses to have their worked overtime hours banked and taken as time off in-lieu, shall be paid out the overtime hours worked.
- 29.17 Overtime hours, up to the equivalent of sixteen (16) straight hours may be placed in a renewable overtime bank. The hours will be credited at the rate at which it was earned.
- 29.18 Any unused banked time off in-lieu shall be paid out to the employee by the Employer on the last pay day in March of each year.

Article 30

Pay

- 30.01 Employees shall be paid through direct deposit on a biweekly basis with pay days being every second Thursday.
- 30.02 Where T4 information slips, and any other employee specific pay and benefit items are distributed to employees at their place of work, they shall first have been placed in an envelope and marked confidential. Pay stubs shall show the employee's name, the pay being paid, the particulars of wages, allowances and benefits paid, the deduction taken from the pay, and the employee's net pay.
- 30.03 When a regular employee performs the duties of a higher classification level on a temporary basis the employee shall be paid at the higher classification rate within the

pay range of that classification. The employee shall be paid at the first highest step which is nearest to but not less than the employee's substantive rate of pay.

30.04 When a regular employee performs the duties of a lower classification level on a temporary basis the employee shall be paid at their substantive rate of pay.

Article 31

Pay for Travel on Behalf of Employer

31.01 When an employee is required to travel at the request of the Employer, the employee shall be paid for actual travelling time (including airport check-in and check-out) as though the employee was working up to a maximum of eight (8) hours at straight-time pay for the day (inclusive of any straight-time hours paid to the employee for hours worked on that day).

31.02 The following provisions shall apply when an employee is required to travel at the request of the Employer:

- (a) If required, the Employer will provide the employee with an Employer vehicle and a gas card.
- (b) The Employer will arrange and pre-pay for any accommodation needs the employee may require.
- (c) The Employer will provide the employee with a per diem allowance of fifty dollars (\$50) for meals and other incidental expenses.

Article 32

Standby and Call Back

32.01 No employee will be required to be on Standby.

32.02 In the event a regular employee is called back to work and returns to work, the employee shall be entitled, on each occasion, to the greater of:

- (a) Compensation at the applicable overtime rate for any time worked, plus in addition to any overtime compensation, two (2) hours pay at straight time; or
- (b) Compensation equivalent to four (4) hours pay at the straight time rate.

Article 33
Vacancies, Job Postings, Promotions and Transfers

33.01 Every

- (a) Vacancy for positions within the bargaining unit, and
- (b) Newly-created position within the bargaining unit,

expected to be of more than three (3) months duration shall be posted on the Union bulletin boards.

33.02 The job posting shall include the following information:

- (a) Classification title;
- (b) Range of hourly rate of pay;
- (c) The status of the position (i.e., regular full-time, regular part-time, relief or term);
- (d) The required qualifications; and
- (e) The closing date of the posting.

33.03 An employee who wishes to apply for a posted position in a different classification than the employee occupies at the time of the posting shall do so on or before the closing date as advertised on the posting. The Parties recognize the value of staffing vacancies from within first.

33.04 In choosing between internal candidates, the Employer shall select the most senior qualified candidate. Qualifications shall be reasonably related to the position and based on the following criteria as required by the position:

- (a) Knowledge;
- (b) Skills/abilities;
- (c) Education;
- (d) Experience;
- (e) Work performance; and
- (f) Where applicable, the assessed needs of the client.

- 33.05 An employee selected to fill a posted job vacancy shall serve a trial period of four hundred and fifty (450) straight time hours worked or six (6) months, whichever comes first, in the new position. If the Employer determines the employee's performance in the new position to be unsatisfactory during the trial period, or if the employee decides during the trial period that the employee does not want to continue in the new position, then the employee shall be returned to their former classification. In such circumstances, any other employees who had changed classifications, in consequence of the returning employee's selection to fill the posted job vacancy, shall similarly be returned to their former classifications.
- 33.06 An employee shall not be transferred to another classification inside the Bargaining Unit or to a position outside the Bargaining Unit without their consent.
- 33.07 An employee who would like to be considered for a transfer to another position within their classification may so advise their supervisor in writing.
- 33.08 In the event the Employer is considering the transfer of an employee on an ongoing basis to another position in their classification, the Employer shall provide the affected employee(s) with a minimum of fourteen (14) days notice prior to effecting the transfer. The parties agree there may occasionally be urgent circumstances where fourteen (14) days advance notice may not be possible. During the notice period, the Employer shall seek input from the affected employee(s) with respect to the proposed transfer.
- 33.09 Any transfer of an employee on an ongoing basis to another position in their classification, pursuant to 33.08 above, shall not be made by the Employer in a manner which is discriminatory, arbitrary, in bad faith or unreasonable.
- 33.10 An employee may make a written request to their supervisor for a temporary reassignment within their classification. The supervisor will undertake to meet with the employee and a decision with regards to the temporary reassignment will be made within twenty-one (21) days from receipt of the original written request.

Probation

- 33.11 A newly hired employee shall serve a probationary period of four hundred and fifty (450) straight time hours worked or six months whichever comes first, with the Employer from the first date of employment.
- 33.12 The probation of a newly hired employee may be extended for a further period of up to two (2) months provided that:

- (a) Prior to the expiration of the first period of probation, notice is given to the employee and to the Union and
- (b) The Union and the Employer mutually agree to such an extension.
- (c) The purpose of the probationary period is to determine, in the opinion of the Employer, the suitability of the employee for continued employment.

Article 34

Job Descriptions

- 34.01 When an employee is first hired or when an employee is reassigned to another classification in the bargaining unit the Employer shall, before the employee is assigned to that classification, provide the employee with a current and complete written Job Description of the classification to which the employee is assigned.
- 34.02 Current and complete Job Descriptions for each bargaining unit classification shall be posted on the Employer's server and will be accessible to all employees.

Article 35

Classification

- 35.01 During the term of this Agreement, if a new or significantly revised classification is implemented by the Employer, the Employer shall, before applying the new or significantly revised classification, negotiate with the Union the rates of pay affecting the pay of employees for the classification affected. If the parties fail to reach agreement, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 35.02 Subject to this section, the rate of pay for a person appointed to a classification within the bargaining unit with the Employer, whether it be an initial appointment or a promotion, shall be the minimum rate of pay for the range of that classification unless otherwise authorised by the Executive Director.

Article 36

Employee Performance Review and Employee Files

Employee Performance Review

- 36.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss and then sign the review form in questions 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.

- 36.02 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state their career development goals with the employee's supervisor.

Employee Files

- 36.03 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after eighteen (18) months has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 36.04 Upon request of an employee, the personnel files of that employee shall be made available for their examination at reasonable times in the presence of an authorized representative of the Employer.

Article 37

Contracting Out

- 37.01 There shall be no contracting out of any work by the Employer if it would result in the layoff or reduction in the hours of work of bargaining unit members.

Article 38

Seniority

- 38.01 For all employees who were in the bargaining unit on December 2, 2014 seniority shall mean length of continuous service with Teegatha'Oh Zheh.

For all other employees, seniority means length of service in the bargaining unit.

Seniority for relief employees will be based on the total number of straight time hours worked.

Seniority shall be established upon completion of the probationary period and shall commence from the first day worked.

When two or more employees commence work on the same day the procedure for establishing their relative seniority shall be determined by the drawing of lots at random by concerned employees.

38.02 If a relief employee moves to a regular position whether full or part time Article 38.01 will apply. If a regular employee moves to a relief position, her or his seniority will be recognized in the following manner: for every complete year of continuous service, the employee will be credited 2040 hours and 1/12 of 2040 straight time hours for each month completed or partially completed.

38.03 The Employer shall maintain a seniority list showing the seniority date or hours worked, the date upon which each employee's service commenced, and their status whether regular full time, regular part-time, term or relief. An updated seniority list shall be posted on the bulletin board, and shall be sent to the Union local, every six (6) months.

Any objection or challenge to the accuracy of the seniority list shall be made in writing to the Employer within thirty (30) calendar days of the list being posted, or the date on which an employee first returns to work following their absence during which the posting had occurred. Employees have the right to grieve their placement on the list if the determination remains in doubt. Thereafter, the posted seniority list will be deemed to be valid for the purposes for which seniority is applicable.

Loss of Seniority

38.04 An employee shall lose seniority when they:

- (a) Resign from their position;
- (b) Are dismissed for just cause'
- (c) Are laid off and not recalled to work within twelve (12) months;
- (d) Fail to return to work within fourteen (14) working days following notification of recall from layoff, delivered by hand, or personal email address or sent by registered mail to the employee's last known address of record;
- (e) Abandon their position.

Accrual of Seniority

38.05 The seniority of a regular or term employee will be retained and will continue to accrue during:

- (a) Any period of sick leave with or without pay and whether or not the employee is in receipt of long term disability payments for a maximum period of two (2) years;
- (b) Any period of work-related disability leave with or without pay for a maximum period of two (2) years;

- (c) Maternity and/or parental leave;
- (d) The first month of any leave absence without pay.

Retention of Seniority

38.06 The seniority of an employee will be retained but will not accrue during:

- (a) Any period in excess of Articles 38.05 (a), (b), and (d);
- (b) Any period of lay-off.

38.07 An employee who accepts a position outside the bargaining unit shall not accumulate seniority. In the event the employee returns to a classification in the bargaining unit within twelve (12) months, s/he shall be credited with the seniority held at the time of assuming the position outside the bargaining unit and resume accumulation from the date of return to the bargaining unit. This twelve month period may be extended by mutual agreement between the Union and the Employer. Otherwise, an employee who accepts apposition outside the bargaining unit for a period longer than twelve (12) months will forfeit bargaining unit seniority.

Article 39

Layoff and Job Security

39.01 In the event of layoff, regular employees shall be laid off in reverse order of their seniority within their job classification and where applicable, reasonably related to the assessed needs of the client.

39.02 Regular employees will be given notice of layoff or pay in lieu of notice as follows:

Length of Service	Notice
After 6 months	1 week
After 1 year	3 weeks
After 3 years	4 weeks
After 4 years	5 weeks
After 5 years	6 weeks

39.03 A laid off regular employee may displace the most junior employee in an equal or lower classification previously held by the laid off employee, provided the employee is qualified and able to perform the duties of the position and where applicable, reasonably related to the assessed needs of the client.

- 39.04 A laid off regular employee will have five (5) days from receipt of a written layoff notice to determine whether they will exercise their rights pursuant to 39.03 and will advise the Employer in writing of their decision.
- 39.05 Regular employees shall be recalled to their former classification in order of seniority and where applicable, reasonably related to the assessed needs of the client.
- 39.06 Regular employees shall be recalled to their former classification in order of seniority and where applicable, reasonably related to the assessed needs of the client.
- 39.07 Laid off employees failing to report for work within fourteen (14) calendar days of the date of receipt of notification as per Article 38.04 (d) shall be considered to have abandoned their employment. Employees who have completed their probation, shall have recall rights for twelve (12) months and then will be terminated.
- 39.08 No new employees shall be hired within a job classification until those laid off from the same job classification have been given the opportunity of recall.

Article 40

Discharge and Discipline

- 40.01 The principle of progressive discipline is recognized by both parties.
- 40.02 Where an employee is able to be disciplined, the Employer shall notify the employee in advance. Prior to the meeting the Employer will notify the employee of their right to have a Representative of the Union in attendance. The reasons for the discipline shall be provided to the employee.
- 40.03 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.
- 40.04 Discipline, including dismissal, shall be subject to just cause.
- 40.05 The Employer agrees not to introduce as evidence in the case of 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.

Article 41

Labour-Management Committee

- 41.01 The parties recognize the mutual benefits to be derived from joint consultation and will consult on matters of common concern.

- 41.02 The Labour-Management Committee shall be comprised of four (4) members: two (2) from the Bargaining Unit and two (2) from the Employer with each party choosing their respective representatives.
- 41.03 The Labour-Management Committee will meet quarterly or more frequently if otherwise agreed to by Committee members.
- 41.04 Time spent participating in the Labour-Management Committee by a bargaining unit member shall be without loss of pay.
- 41.05 The Employer agrees to notify a Union representative on the Labour-Management Committee, in writing, prior to implementation of new or revised policies/procedures related to terms and conditions of employment.
- 41.06 Minutes of every meeting will be prepared by the Employer and distributed to the Committee as soon as reasonably possible and no later than fourteen (14) calendar days after each meeting. At the next meeting, the minutes will be presented for review and adoption. Once adopted, the minutes will be posted in the workplace for at least three (3) months and will subsequently remain available electronically.
- 41.07 The Joint Labour Management Committee has not authority to change, modify or alter this Agreement.

Article 42

Safety and Health

- 42.01 The Employer shall comply with all applicable territorial health and safety legislation and regulations. All standards established under the legislation and regulations as may be amended from time to time shall constitute minimum acceptable practice.
- 42.02 The Employer shall make available to all employees any Employer policies pertaining to safety and health.

Right to Refuse Hazardous Work

- 42.03 Pursuant to Section 15 (1) of the *Yukon Occupation 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:
- (a) The use or operation of a machine, device or thing constitutes an undue hazard to that employee or any other person, or
 - (b) A condition exists in the workplace that constitutes an undue hazard.

- 42.04 Where an employee refuses to work or do particular work under paragraph (a) above, the requirements of Sections 15 and 16 of the *Occupational Health and Safety Act*, as may be amended from time-to-time, will be followed.
- 42.05 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 so assigned has been advised of the other employee's refusal and the reason for it.

First Aid

- 42.06 The Employer will pay for Safety First Aid courses to all employees required by the Employer to hold a first aid certificate, including annual refresher courses required to maintain a valid certificate, at the Employer's expense. Employees taking first aid training shall be granted leave without loss of pay for the duration of the courses.
- 42.07 The Employer will provide and maintain in good condition first aid kits in appropriate locations on the Employer's premises and client residences.

Protective Clothing and Equipment

- 42.08 The Employer will provide all protective clothing and equipment as required under the *Occupational Health and Safety Act* as may be amended from time-to-time.

Article 43

Technological Change

- 43.01 The parties agree to adhere to the provisions of the *Canada Labour Code* as it relates to Technological Change.

Article 44

Indemnity

- 44.01 The Employer agrees to defend, indemnify and hold harmless the employee from any claims, demands or proceedings but only to the extent caused by and arising out of the employee's acts or omissions made in the course of employment with the Employer and only to the extent of the insurance and defense provided by the commercial general liability insurance coverage placed by the Employer.
- 44.02 The Employer agrees to maintain throughout the term of this Agreement, commercial general liability insurance with reasonable limits.

Article 45 Retirement Savings

45.01 Regular employees who have completed one (1) year of service will receive a RRSP contribution of \$1,200 annually provided by the Employer. An employee may elect to match that contribution. Employees who wish to participate in the matching program will be able to contribute up to a maximum of \$2,400 per year to the RRSP matching program. The Employer will match employee contributions up to a maximum of \$2,400 per year.

Article 46 Group Benefit Program

Insurance Plans

46.01 Upon completion of ninety (90) days of continuous employment, all eligible employees shall participate in the Employer's Community Services Benefits Trust (CSBT) Plan # as at January 1, 2016.

The CSBT includes Life and Accidental Death/Dismemberment, Weekly Indemnity for Long Term Disability Insurance with premiums to be shared by the employee and Employer as follows:

- (a) Life & Accidental Death/Dismemberment – 100% Employer paid
- (b) Weekly Indemnity for Long Term Disability Insurance – 100% employee paid
- (c) The premium above in (b) shall be paid by the employee via payroll deduction.

Health Care Plans

46.02 Upon completion of thirty (30) days of continuous employment, all 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.

Monthly premium costs shall be shared as follows:

- (a) Extended Health – 100% Employer. The following annual benefit increases shall apply: Massages up to \$1,000 annually; Chiropractic services up to \$750.00 annually; and up to \$750 annual for Psychologist/Social Worker services.
- (b) Dental – 100% Employer

Article 47

Yukon Bonus

- 47.01 Regular full-time employees shall receive the Yukon Bonus of \$2,242 on the first anniversary of their employment and on each anniversary date thereafter.
- 47.02 Regular part-time employees shall receive a pro-rated travel allowance based on hours worked.
- 47.03 Employees who quit or retire after one year of continuous employment shall be entitled to a pro-rated amount for their unpaid Yukon Bonus.
- 47.04 In the event a regular employee is laid off and subject to recall, the employee shall be deemed to be employed for the purposes of the Yukon Bonus and shall be entitled to a pro-rated amount for their unpaid Yukon Bonus on their anniversary date.

Article 48

Re-opener of Agreement

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

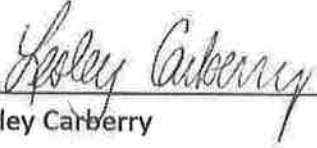
Article 49

Duration

- 49.01 The term of this Agreement shall be from the date of ratification to March 31, 2021.
- 49.02 Notwithstanding Clause 49.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 16 shall remain in effect during the negotiations for its renewal, and until either a new Collective Agreement becomes effective, or until the provisions of Section 89 (1) of the *Canada Labour Code* have been met.

Signed 15/01/2019, 2019, Whitehorse YT

For the Employer



Lesley Carberry
Director



Barry Sugden
Director



Hailey Hechtman
Executive Director

For the Union



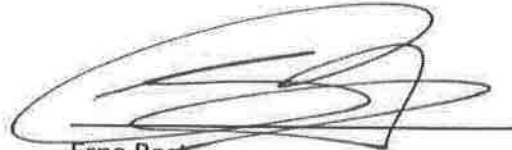
Jack Bourassa
REVP North



Aric Norman
Committee Member



Marilyn Thomas
Committee Member



Erna Rest
PSAC Negotiator

Schedule "A"

Rates of Pay

Schedule A Rates of Pay Counter Proposal							
	Pay Increments	Current	Proposed 2018/2019 Market Adjustment (.50)	Proposed 2018/2019 Economic Increase (1.5%)	Proposed 2019/2020 Market Adjustment (.50)	Proposed 2019/2020 Economic Increase (2%)	Proposed 2020/2021 Economic Increase (2%)
Program Assistant							
	Level 1	\$23.60	\$24.10	\$24.46	\$24.96	\$25.46	\$25.97
	Level 2	\$24.31	\$24.81	\$25.18	\$25.68	\$26.20	\$26.72
	Level 3	\$25.03	\$25.53	\$25.91	\$26.41	\$26.94	\$27.48
Support Worker							
	Level 1	\$21.37	\$21.87	\$22.20	\$22.70	\$23.15	\$23.62
	Level 2	\$22.03	\$22.53	\$22.87	\$23.37	\$23.84	\$24.31
	Level 3	\$22.67	\$23.17	\$23.52	\$24.02	\$24.50	\$25.00

Pay Increment Notes:

1. Upon hire
2. Upon completion of probation
3. Upon completion of 12 month performance review

Letter of Understanding #1

Re: Employee/Client Transfer Protocols

The parties will convene a Labour Management Meeting to discuss employee/client transfer protocols.

It is agreed that such a meeting will be held within 90 days of the ratification of the Collective Agreement and that the work of the committee will be completed within six months of the first meeting.

Letter of Understanding #2

Re: Workplace violence

The parties recognize that it is important to provide an environment that is properly secure for those who work for Teegatha'Oh Zheh. A safe environment is important for staff and contributes to providing the highest possible standard of care.

All reported incidents of workplace violence will be considered serious and will be promptly acted upon.

The parties acknowledge workplace violence may be committed by:

- Strangers: people who an employee may encounter in the workplace;
- Clients or participants: someone who receives a service from Teegatha'Oh Zheh;
- Co-workers: any current, former or prospective employees;
- Personal relations: a spouse, partner, relative or friend, current or former; or
- Others: including contractors.

The parties agree to meet within ninety (90) days of ratification to:

1. Consult in regard to the development and implementation by the Employer a clear policy for promoting and maintaining a safe and secure working environment.
2. Provide guidelines to the Joint Health and Safety Committee to:
 - Develop and conduct an annual risk assessment of the workplace;
 - Document and report to the local president and Employer regarding any incident of violence in the workplace;
 - Report employee education and training provided.

Letter of Understanding #3

Re: Professional Development

The Employer and the Union recognize that professional development is of central importance to employees and Teegatha'Oh Zheh. The parties have shared interests and responsibilities in ensuring equitable access to training opportunities in order to maintain high quality professional services.

During the course of bargaining, the parties agreed to maximize opportunities for training and professional development and have agreed to make Professional Development a standing agenda item of the Labour Management Committee for the duration of this Agreement.