

**COLLECTIVE AGREEMENT**

**between**

**YUKON WOMEN'S TRANSITION HOME SOCIETY**

**and**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**effective date**

**April 1, 2009 to March 31, 2012**

**CULE I & II**



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**ARTICLE 1 – Purpose of Agreement**

- 1.01 The parties to this agreement wish to establish, within the framework provided by law, an effective working relationship based upon the principles of mutual respect and co-operation.
- 1.02 The purposes of this agreement are to:
  - 1) settle the conditions of employment between the parties;
  - 2) promote the job satisfaction and security of all employees in the bargaining unit;
  - 3) develop and maintain the best possible service to clients in keeping with the objectives set out in the constitution of the Yukon Women's Transition Home Society, which objectives may be changed from time to time. The employer agrees to provide the union with a copy of the notice of the proposed changes as required under the Societies Act, 30 days prior to the meeting to amend the constitution;
  - 4) promote joint discussions and, where possible, joint decision-making in all matters relating to working conditions; and
  - 5) recognize the value of joint discussion in all matters relating to service delivery to clients.

**ARTICLE 2 – Definitions**

- afternoon shift** - from 12:00 noon to 8:00 p.m.
- arbitration** - hearing before a mutually agreed upon person who is authorized to deliver a final and binding decision respecting the matter in dispute
- bargaining unit** - all employees described in the certificate issued on April 3, 1990 by the Canada Labour Relations Board covering employees of the Yukon Women's Transition Home Society
- bargaining unit work** - work regularly done by any member of the bargaining unit
- classification** - one of the positions identified in Schedule “A” of this agreement

<b>client</b>	- includes a resident, a former resident who is still receiving services from the employer, any child of a resident while the child is receiving services from the employer, and any person who is using the services of the employer
<b>conflict resolution</b>	- any of a number of voluntary processes by which staff, management and residents are encouraged and supported in resolving disputes or disagreements
<b>continuous employment /continuous service</b>	- uninterrupted employment with the employer
<b>contract work</b>	- work other than bargaining unit work which is funded from sources outside the employer's usual funding sources, unless otherwise agreed to by the parties
<b>day</b>	- a calendar day, unless otherwise specified
<b>date of signing</b>	- June 19, 2009
<b>day shift</b>	- from 8:00 a.m. to 4:00 p.m.
<b>employee</b>	- a member of the bargaining unit
<b>employer</b>	- the Board of Directors on behalf of the Yukon Women's Transition Home Society and Kaushee's Place Housing Society
<b>evening shift</b>	- from 4:00 p.m. to midnight
<b>Executive Director</b>	- the person managing the Transition Home on behalf of the employer who is excluded from the bargaining unit
<b>fiscal year</b>	- April 1st to March 31st
<b>gender</b>	- where the feminine gender is used it shall be considered to include the masculine gender unless any provisions of this Agreement otherwise specify
<b>hearing</b>	- a structured opportunity for employee and employer representatives to present information, evidence and documentation before a grievance officer or arbitrator, so that each side has the opportunity to hear and respond to the other, and the matter in dispute is fully explored
<b>hours worked</b>	- hours during which the employee is present at work, or on paid leave

<b>job share</b>	- an approved arrangement between two permanent employees sharing a permanent full time or permanent part-time position
<b>mediation</b>	- a voluntary process of discussion between the parties to a dispute aimed at achieving a mutually agreeable solution
<b>night shift</b>	- from midnight to 8:00 a.m.
<b>partner</b>	- the person with whom the employee lives as a couple, regardless of whether the person is the same sex or the opposite sex of the employee
<b>pay period</b>	- the two (2) calendar weeks preceding payday, commencing with the night shift on Sunday and ending with the evening shift on Saturday
<b>position</b>	- employment in a specific job classification as per Article 14, and in a specific job category as per Article 13
<b>shift</b>	- <u>up to eight (8) consecutive work hours in a twenty-four (24) hour period</u>
<b>union</b>	- the Public Service Alliance of Canada and/or the Yukon Employees' Union
<b>week</b>	- <u>for payroll purposes such as overtime and general holiday pay, a seven (7) day period commencing with the night shift on Sunday and ending with the evening shift on the following Saturday.</u>

### **ARTICLE 3 – Application**

3.01 The provisions of this agreement apply to the union, the employees and the employer.

### **ARTICLE 4 – Union Recognition**

4.01 The employer recognizes the union as the exclusive bargaining agent for all employees in the bargaining unit.

4.02 The employer agrees that there shall be no intimidation or discrimination against any employee by reason of her membership in the union, and the union agrees that there shall be no intimidation or discrimination on its part towards any employee or the employer.

4.03 The employer agrees that, given reasonable notice to the employer by the union, an

accredited representative of the union appointed under Article 6 may be allowed access to the work premises for the purpose of investigating a grievance or a complaint by an employee or the union, provided the union representative requests permission for access directly or through an officer of the local union. Such permission will not be withheld unreasonably.

- 4.04 Where an accredited representative of the union enters the work premises as provided in Clause 4.03, she shall report to the supervisor of the employee before approaching the employee.

#### **ARTICLE 5 – Union Security**

- 5.01 All employees shall be required to pay the union (through monthly payroll deduction) a sum of money equivalent to the membership dues of the union. Signing of the employer's commencement forms shall serve as the employee's authorization for the employer to deduct such dues.

- 5.02 An employee who declares in an affidavit that:

- a) she is a member of a religious organization registered under the Income Tax Act;
- b) her religious organization prevents her from joining a union or making financial contributions to a union; and
- c) she will make a contribution equivalent to membership dues to a registered charitable organization of her choice

shall not be subject to the provisions of this Article.

- 5.03 Subject to Clause 5.02 above, membership in the union shall be a condition of employment for all employees at all times.
- 5.04 The union shall inform the employer in writing of the authorized bi-weekly deduction to be checked off for each employee defined in Clause 5.01.
- 5.05 Deductions for union dues shall only be made to the extent that earnings are available. Where an employee does not have sufficient earnings in any pay period to permit deductions, the employer shall not make such deductions from subsequent salary.
- 5.06 No employee organization, as defined by the Canada Labour Code, other than the union, shall be permitted to have membership dues and/or other monies deducted by the employer from the pay of employees in the bargaining unit.
- 5.07 The amounts deducted in accordance with the Clause 5.01 shall be remitted to the union by cheque within a reasonable period of time after deductions are made and

shall be accompanied by particulars identifying each employee and the deductions made on her behalf.

- 5.08 The employer agrees to continue the past practice of making deductions for other purposes on the basis of production of appropriate documentation.
- 5.09 The employer agrees to report the amount of union dues paid by each union member on their T-4 slip.

#### **ARTICLE 6 – Appointment of Union Representatives**

- 6.01 The employer acknowledges the right of the union to appoint employees as representatives.
- 6.02 The union shall determine the number of representatives and the jurisdiction of each representative, having regard to the plan of organization, the distribution of employees at the work place and the administrative structure implied by the grievance procedure covered by this Agreement.
- 6.03 The union shall provide the employer with a list of its accredited representatives and will inform the employer of any revision to the list that may be made from time to time, and the employer shall provide the union upon request with a list of employees representing the employer at the various levels of the grievance process.

#### **ARTICLE 7 – Time Off for Union Business**

- 7.01 If the requirements of Clauses 7.02 and 7.03 below are met, a union representative appointed under Article 6 shall not suffer any loss of pay as a result of undertaking the following responsibilities on behalf of the union during her regularly scheduled work time:
- a) investigating a grievance or complaint of an urgent nature;
  - b) meeting with management to deal with a grievance;
  - c) attending a meeting of the Labour-Management Relations Committee under Article 44, or any other meeting called by management;
  - d) attending an arbitration hearing under Article 32;
  - e) attending a hearing before the Canada Labour Relations Board, other than a hearing concerning certification; or
  - f) attending meetings with a conciliation officer or conciliation board under the Canada Labour Code.
- 7.02 A union representative shall obtain the permission of her immediate supervisor before leaving her work to carry out any of the responsibilities listed in Clause 7.01,

which permission shall not be unreasonably withheld.

- 7.03 Only one union representative at one time may undertake any of the responsibilities listed in Clause 7.01 during work time, unless the employer has specifically requested the involvement of more than one union representative.
- 7.04 An employee shall not suffer any loss of pay as a result of:
- a) meeting with management to deal with a grievance;
  - b) appearing as a witness for the employer at any arbitration hearing or a hearing of a conciliation officer, a conciliation board, or the Canada Labour Relations Board; or
  - c) being called as a witness by a conciliation officer, a conciliation board or the Canada Labour Relations Board.
- 7.05 Where operational requirements permit, the employer will grant leave without pay to a maximum of two employees for the purpose of attending contract negotiation meetings on behalf of the union.

[Where operational requirements permit, the employer may grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.](#)

- 7.06 If an employee was granted leave without pay to attend the initial contract negotiation meeting on behalf of the union, she shall, notwithstanding the limit of two employees in Clause 7.05, be granted leave without pay in accordance with Clause 7.05 to attend subsequent contract negotiation meetings.
- 7.07 In addition to the leave without pay described in Clause 7.05, a union representative may be granted up to seven (7) days leave without pay per fiscal year on the same terms set out in Clause 7.05 for the purpose of union business or attendance at conferences or seminars. Subject to operational requirements and with prior authorization of the Employer and upon submission of a leave form, an employee may be granted additional leave without pay for a union school and other union training opportunities.
- 7.08 The Employer agrees to authorize a leave of absence without pay to an employee who is elected as President of the Yukon Employees' Union (YEU), 1<sup>st</sup> Vice-President of YEU, Regional Executive Vice President – North for Public Service Alliance of Canada or President of the Yukon Federation of Labour subject to the following conditions:
- a) The authorized leave will be for the term of appointment designated by the union to a maximum of three (3) years;
  - b) Upon expiry of the term of office, the employee will assume the duties of the position held by the employee prior to the leave of absence. An employee who is

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re-elected for subsequent term(s) will be guaranteed a position at the same level held before the leave of absence;

- c) If the employee ceases to hold office, she will resume the position held prior to the leave of absence;
- d) The union agrees to provide the employer with one month's written notice of the commencement and termination of this leave of absence;
- e) During such leave of absence, no benefits under this agreement will accrue or be paid by the Yukon Women's Transition Home Society.

7.09 Employees who are on union leave without pay under Clauses 7.05 and 7.06 above shall remain on the employer's payroll. For all purposes besides pay, this time shall be deemed to be time worked for the employees. It is further understood time spent outside of normally scheduled shifts on behalf of the union will not result in overtime entitlement. The union will reimburse the employer for loss of gross salary upon billing by the employer. Wherever possible the union shall reimburse the employer within thirty (30) calendar days of receiving an invoice for loss of salary.

#### **ARTICLE 8 – Information**

- 8.01 The employer shall provide the union with a monthly report giving the following information:
- a) the names of each employee hired since the last report,
  - b) the location and classification of each employee,
  - c) the employees promoted, demoted or transferred since the last report,
  - d) the employees terminated and the reasons therefore,
  - e) bargaining unit vacancies.
- 8.02 When offering a person employment in the bargaining unit, the employer shall inform the prospective employee of all the terms of Article 5 (Union Security).
- 8.03 At the time of hire, the employer shall inform new members of the bargaining unit, or employees appointed to new positions in the bargaining unit, of the name(s) of the union representative(s) at their workplace.
- 8.04 The employer shall photocopy and distribute copies of this agreement to new members of the bargaining unit at the time of hire.
- 8.05 If this agreement is renewed or amended by the parties, the employer shall photocopy and distribute the new version to all members of the bargaining unit.

- 8.06 If a letter of understanding is signed by the parties interpreting or modifying this Agreement, the employer shall provide a copy to each employee.
- 8.07 As part of orientation for new employees, the employer agrees to provide for a thirty (30) minute meeting with a union representative for the purpose of acquainting a new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the union.

#### **ARTICLE 9 – Bulletin Board Space**

- 9.01 The employer shall provide bulletin board space in a reasonable location clearly identified for the use of the union for posting notices pertaining to elections, appointments, meeting dates, news items, and social/recreational affairs.

#### **ARTICLE 10 – Job Security**

- 10.01 There shall be no contracting out of bargaining unit work.
- 10.02 There shall be no lay-offs without union approval on such terms as are negotiated between the union and the employer.
- 10.03 Notwithstanding Clause 10.02 above, if the employer faces a substantial reduction in funding, the parties shall reopen this agreement for the sole purpose of exploring process and/or options to explore a fair and reasonable way of managing the funding reduction. Failing agreement, the parties agree to submit the dispute to an interest arbitrator for a final and binding resolution pursuant to Article 32.
- 10.04 Persons whose jobs are not in the bargaining unit shall not work on any jobs included in the bargaining unit unless other staff is unavailable, or there is an emergency.
- 10.05 No employee shall be required or permitted to make a written or verbal agreement with the employer which may conflict with the terms of this Agreement.
- 10.06 All rights, benefits, privileges and working conditions of the employees at the time of certification shall continue so long as they are not inconsistent with this Agreement, but may be changed by mutual consent of the employer and the union.
- 10.07 The employer may use volunteers to assist bargaining unit employees in carrying out their duties, subject to the following conditions:
- a) volunteers shall not be used to replace bargaining unit employees;
  - b) volunteers can only offer and provide services which are not in the job descriptions of bargaining unit employees; and
  - c) prior approval of the union when volunteer activity is anticipated.

**ARTICLE 11 – No Discrimination**

- 11.01 All employees, and the employer, are entitled to work in an environment free of discrimination on the basis of their:
- a) ancestry, including colour and race
  - b) national origin
  - c) ethnic or linguistic background or origin
  - d) religion or creed, or religious belief, religious association, or religious activity
  - e) age
  - f) gender, including pregnancy or pregnancy-related conditions
  - g) sexual orientation
  - h) gender identity
  - i) physical or mental disability
  - j) criminal charges or criminal record
  - k) political belief, political association, or political activity
  - l) marital or family status
  - m) physical appearance or attributes
  - n) source of income
  - o) place of residence
  - p) union activity or membership, or
  - q) actual or presumed association with others identified by the above characteristics.
- 11.02 It is discrimination to treat an employee or the employer unfavourably because of one of the grounds set out above, unless there is reasonable cause to do so as defined in Section 10 of the *Yukon Human Rights Act*.
- 11.03 The employer, the employees and the union shall not engage in discriminatory conduct in their dealings with each other.
- 11.04 It is the employer's responsibility to promote a discrimination-free workplace and eliminate discrimination in the workplace as soon as the employer is aware of it.
- 11.05 Disciplinary measures or grievances arising from discriminatory conduct will be handled as quickly and confidentially as possible. Any level of the grievance procedure may be waived by the employee if the person hearing the grievance is the subject of the complaint.
- 11.06 Special programs and employment equity programs designed to prevent or reduce disadvantage resulting from systemic discrimination are permitted in accordance with the *Yukon Human Rights Act*. Before implementing this type of program, the employer will consult with the Yukon Human Rights Commission, the Labour-

Management Relations Committee, and the union.

**ARTICLE 12 – Workplace Harassment**

- 12.01 All employees, and the employer, are entitled to work in an environment free of workplace harassment.
- 12.02 Workplace harassment can take three forms: personal harassment, sexual harassment and abuse of authority. For the purposes of this agreement, these are defined as follows:
- 1) Personal harassment is offensive conduct directed to an individual personally which undermines her dignity and self-respect, and interferes with her ability to do her job or endangers her job. (Examples include racist or homophobic comments directed to an employee, disrespectful comments meant to undermine a person in the eyes of clients or other employees, etc.)
  - 2) Sexual harassment consists of sexual comments, gestures, bodily contact or display of pornography which is offensive and unwelcome to the recipient. (Examples include rape "jokes", unwanted sexual invitations, pornographic calendars, etc.)
  - 3) Abuse of authority occurs when an individual uses the power of her position in the workplace to undermine, intimidate, threaten or coerce an employee or threaten her economic livelihood. (Examples include favouritism, denial of equal opportunities for training and promotion, inaccurate performance evaluations, etc.)
- 12.03 The employer, the employees and the union shall not engage in workplace harassment in their dealings with each other.
- 12.04 A single incident may constitute workplace harassment. It is not necessary that the conduct be ongoing.
- 12.05 It is the employer's responsibility to promote a harassment-free workplace and eliminate workplace harassment as soon as the employer is aware of it.
- 12.06 Disciplinary measures or grievances arising from workplace harassment will be handled as quickly and confidentially as possible. Any level of the grievance procedure may be waived by the employee if the person hearing the grievance is the subject of the complaint.

**ARTICLE 13 – Positions and Hours of Work**

- 13.01 A position means employment in a specific job classification as per Article 14, and in a specific job category as set out below.

13.02 The job categories are:

- Permanent full time - regular employment amounting to 40 hours per week
- Permanent part-time - regular employment as agreed upon by the employer and employee which is less than 40 hours per week
- Casual - employment on an irregular basis as required by the employer
- Term - employment for a specified period of time.

13.03 The employer agrees not to hire term employees except to:

- a) fill a vacancy created by the leave of another employee;
- b) fulfil the terms of a contract obtained by the employer from outside its usual funding sources; or
- c) fill a vacancy created by an employee taking a term position.

13.04 The employer will develop a job description for each position in accordance with Article 15.

13.05 A monthly shift schedule will assign work to employees in a fair and equitable way. Casual employees shall be assigned approximately the same amount of work on the shift schedule based on their availability, which shall be provided in writing to the employer by the twelfth (12th) day of the month preceding each shift schedule. Employees who do not provide for their availability are obligated to work shifts assigned to them on the schedule.

13.06 Staff meetings, other than emergency meetings, shall be noted on the shift schedule.

13.07 A copy of the shift schedule shall be made available to each employee at least ten (10) days prior to the end of the month.

13.08 Reasonable notice of any changes to the shift schedule will be given to any employees affected.

13.09 An employee who is not able to work a scheduled shift shall give at least four (4) hours notice to the employer. Leave pursuant to Article 35, Article 36 or circumstances beyond the employee's control only require a reasonable notice to the employer. Employees who fail to provide the before mentioned notice(s) may be subject to discipline.

- 13.10 Up to three (3) shifts per month may be exchanged between employees who can substantially perform the duties required without prior permission of the employer, as long as it does not result in increased cost to the employer. All arrangements for the exchange of shifts are the employee's responsibility and shall be scheduled within the same calendar month.
- 13.11 If an employee wishes to exchange more than one consecutive shift, the employer's permission must be obtained. This permission will not be unreasonably withheld.
- 13.12 Two permanent employees may share a permanent full time or permanent part-time position, subject to the following conditions:
- a) The decision of the Executive Director to provide for a job share arrangement shall be based on operational requirements, ability to staff and maintain client services in the longer term, and the interests and needs of the employees concerned.
  - b) Upon accepting a job share arrangement, both employees will sign a letter of agreement outlining their commitment to share the position and confirming their understanding of the obligations and benefits of the job share arrangement. This letter will be placed on each employee's personnel file.
  - c) An employee in a job share position shall be considered permanent part-time for purposes of this agreement.
  - d) Two employees sharing a position will submit their monthly schedule to management on or before the twelfth (12<sup>th</sup>) day of the preceding month. If a job share employee is interested in working additional casual shifts, she will indicate which shifts are scheduled as part of the job share arrangement and which shifts are available for casual work. The Assistant Executive Directors are exempt from the casual pool but can be offered a call-in shift before Clause 16.02 is applied.
  - e) Job share employees may divide their shifts in a manner satisfactory to both employees, providing all required shifts are covered in a way that does not accrue overtime.
  - f) When a job share employee other than a Transition Home Worker is on leave, shifts will be filled whenever possible by the job share partner. If the job share partner is unable or unwilling to accept these shifts, they may be filled through the casual pool in accordance with regular procedure.
  - g) If the job share employees cannot reach an agreed upon shift schedule for the upcoming month, they will both agree to be available for all shifts of that position and the Executive Director will allocate the shifts in an equitable manner.

- h) In the event that the relationship between the job share employees deteriorates, the employees may access the employee assistance program (EAP) or the grievance procedure described in this agreement.
- i) When an employee resigns or is terminated from a job-shared position, her hours will first be offered to the job share partner.
- j) Upon resignation or termination of an employee in a job share arrangement, the position reverts to its original permanent full time or permanent part-time status and the letter of agreement under Clause 13.12 b) is discontinued and is only renewable subject to the terms of this Article. In this circumstance, the employer shall make every reasonable effort to fill the position in a manner that recognizes the needs of the remaining job share partner. If the position still remains vacant the job share employee will be placed on the casual roster.

#### **ARTICLE 14 – Classification and Reclassification**

14.01 The employer will give the union thirty (30) calendar days notice of its intention to eliminate existing classifications as set out in Schedule "A".

14.02 The employer agrees that when new classifications are created, the rate of pay shall be subject to negotiation between the employer and the union. The new rate shall become retroactive to the time the position was first filled by an employee.

14.03 The employer agrees that, when reclassification of an existing position is identified, any revised rate of pay and effective date shall be subject to negotiation between the employer and the union.

#### **ARTICLE 15 – Statement of Duties**

15.01 When an employee is hired or transferred to another position in the bargaining unit, the employer shall, before the employee is assigned to that position, provide her with a current and accurate written statement of duties of the position.

15.02 Upon written request, an employee shall be given a complete and current statement of duties and responsibilities of her position.

#### **ARTICLE 16 – Overtime**

16.01 For the purpose of this agreement, overtime means:

- 
- a) in the case of a permanent full-time employee or full-time term employee, hours of work in excess of eight (8) hours in a given twenty-four (24) hour period, or forty (40) hours in the employee's normal work week;
  - b) in the case of a permanent part-time employee or part-time term employee, hours of work in excess of the normal hours per day or per week worked by the employee unless employee requested in which case not to exceed eight (8) hours in a given twenty-four (24) hour period or forty (40) hours in the employee's normal work week; and
  - c) in the case of a casual employee, hours of work in excess of eight (8) hours in a given twenty-four (24) hour period, or forty (40) hours in a given week.
- 16.02 The employer recognizes that overtime is sometimes desired, and sometimes unwelcome. Subject to operational requirements, the employer shall give the choice to take or refuse overtime work to employees on the basis of their seniority. If operational requirements necessitate a certain employee working overtime, she may only refuse the shift for reasonable cause.
- 16.03 Overtime hours worked shall be counted for seniority purposes, except that no employee shall be credited with more than forty (40) hours for seniority purposes in any given week.
- 16.04 Employees shall be compensated for overtime work at one and a half times their normal hourly rate.
- 16.05 Instead of overtime pay, employees may take compensatory leave at a rate equivalent to the rate of pay for overtime worked, provided the employee notifies the employer of her preference for compensatory leave prior to the end of the current pay period.
- 16.06 Compensatory leave may accumulate to a maximum of ten (10) working days, and may be taken at a time convenient to the employee, subject to operational requirements. At the end of the fiscal year, the employee may liquidate her compensatory leave or carry it over to the next fiscal year at her option.
- 16.07 Overtime worked, if less than a full hour, shall be compensated for each completed fifteen (15) minute period worked.
- 16.08 Overtime shall be authorized in advance by the Executive Director. Where operational requirements make this impractical, overtime may be authorized retroactively by the Executive Director.
- 16.09 Where an employee makes or receives a call with the authorization of the Executive Director or Assistant Executive Director, and can accomplish the work by telephone without returning to the workplace, the employee shall be compensated at the applicable rate rounded up to the nearest fifteen (15) minute period.

16.10 Any bargaining unit employee, who is called in and required to be at work for other than a scheduled shift, will receive the applicable pay for a minimum of two (2) hours.

### **ARTICLE 17 – Shift Premiums**

17.01 Employees shall receive a shift premium of \$1.25 per hour for all hours worked between 4:00 p.m. and midnight.

17.02 Employees shall receive a shift premium of \$1.50 per hour for all hours worked between midnight and 8:00 a.m.

17.03 Employees shall receive a shift premium of \$0.25 per hour for all hours worked on weekends, beginning at midnight Friday and ending at 8:00 a.m. on Monday.

### **ARTICLE 18 – Transportation and Meals**

18.01 Where an employee is requested by the employer to use her personal vehicle for job-related purposes, the employer will pay her mileage at the Yukon Territorial Government rate.

18.02 No employee shall be required, as a condition of employment, to own a vehicle or have access to one.

18.03 The employer may require, as a condition of employment, that an employee holding a certain position maintain a valid driver's licence.

18.04 Where an employee's shift starts or ends at a time when the Whitehorse bus system is not running, and the employee has no means of transportation, the employer will contribute \$10.00 towards the cost of a taxi fare to or from work for the employee.

18.05 Where an employee is required to travel for work-related purposes, the employer will pay her a meal and incidental allowance at the Yukon Territorial Government rate.

18.06 Meals provided at the workplace to clients are also available to employees on duty without cost to the employee.

### **ARTICLE 19 – Pay Administration**

19.01 The wage schedule covering all employees occupying positions shall be set out in Schedule "A", forming part of this agreement.

19.02 Employees shall receive equal pay for work of equal value.

- 19.03 The employer shall pay wages bi-weekly in accordance with Schedule "A" on every other Wednesday. In the event of a payday falling on a designated holiday, the payday will be the last banking day before the holiday.
- 19.04 Pay cheques shall be prepared for distribution or available for pickup at 2:00 p.m. on payday.
- 19.05 Every employee shall receive a statement attached to each cheque showing the gross amount earned, itemized deductions, net amount payable and hours worked.
- 19.06 Upon request to the Executive Director and subject to seven (7) calendar day's notice, paycheques shall be provided prior to a vacation period.
- 19.07 At the employer's discretion and upon reasonable notice, a pay advance based on hours worked and related pre-approved leave with pay may be granted in extenuating circumstances such as family emergencies. Such requests to be made in writing to the Executive Director.
- 19.08 Each employee is responsible for completing her own pay sheet clearly identifying time worked, leave taken, and compensatory leave or overtime earned, on the day prior to payday.
- 19.09 All absences for personal reasons during a scheduled shift (for all or part of a work day) must be reported to the employer and recorded on the employee's pay sheet.

#### **ARTICLE 20 – Severance Bonus**

- 20.01 For the purpose of this Article, an eligible employee is an employee who has worked for more than 10,000 hours with the employer.
- 20.02 An eligible employee, other than an employee who receives a disciplinary discharge, shall receive a severance bonus upon termination of her employment.
- 20.03 Notwithstanding Clause 20.02, if the disciplinary discharge arises substantially because of the employee's inability to perform the duties of the job satisfactorily because of health reasons, she shall receive the severance bonus.
- 20.04 The amount of the severance bonus shall be one-half of the employee's average weekly pay for the twelve months ending the date of termination, multiplied by the number of completed years of continuous service, less any severance bonus previously received.

### **ARTICLE 21 – Yukon Bonus**

- 21.01 A Yukon bonus means a cash payment of \$1200 for the employee and \$500 for any child of hers currently living with her, up to a maximum of three (3) children.
- 21.02 For the purposes of this Article, a child means any natural child, stepchild, foster child or adopted child of the employee, who is under the age of nineteen (19) years.
- 21.03 An employee is entitled to a Yukon bonus upon completion of one (1) year of continuous service with the employer, and on each anniversary date thereafter.
- 21.04 Employees who are not full time employees who become eligible for a Yukon bonus under Clause 21.03 shall receive a Yukon bonus on a prorated basis based upon the number of hours worked in relation to a full time employee, and any employee who has taken leave without pay shall receive a prorated Yukon bonus based upon hours worked during the year preceding their anniversary date.
- 21.05 A Yukon bonus shall be payable to the employee on her anniversary date, or such later date as requested by the employee.

### **ARTICLE 22 – General Holidays**

- 22.01 The following days are general holidays with pay:

- |                              |                     |
|------------------------------|---------------------|
| a) New Year's Day            | h) Canada Day       |
| b) Rendezvous Friday         | i) Discovery Day    |
| c) International Women's Day | j) Labour Day       |
| d) Good Friday               | k) Thanksgiving Day |
| e) Easter Monday             | l) Remembrance Day  |
| f) Victoria Day              | m) Christmas Day    |
| g) Aboriginal Day            | n) Boxing Day       |

- 22.02 If the employees of the Yukon Territorial Government receive any paid holidays in addition to the above, those days shall also be considered paid general holidays for the purpose of this agreement.

- 22.03 All employees shall receive general holiday pay for a general holiday:

a) General holiday pay for a permanent full time employee or a full time term employee for a general holiday on which they do not work shall be their regular wages for eight (8) hours.

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b) General holiday pay for permanent part-time employees, part-time term employees and casual employees for a general holiday on which they do not

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work shall be the equivalent of ten percent (10%) of the employee's wages for the hours paid in the two (2) week period immediately preceding the week in which the general holiday falls.

- 22.04 If operational requirements necessitate an employee working on a general holiday, she shall be deemed to be working overtime for all hours worked on the general holiday, and the provisions of Article 16 apply to this work. In addition, the employee shall receive general holiday pay as per Clause 22.03 above.
- 22.05 Where a general holiday falls on a day that is not a regular work day for an employee, the employee shall be granted a holiday with pay on her next regularly scheduled working day immediately following the general holiday and shall be compensated in accordance with Clause 22.03. If operational requirements necessitate an employee working on the day to which the holiday is moved, Clause 22.04 applies.
- 22.06 Hours for which general holiday pay is received shall count as hours worked for the purposes of seniority and overtime.
- 22.07 By agreement between the union and the employer, a general holiday may be observed on a specific day other than the designated general holiday.
- 22.08 Notwithstanding anything in this Article, an employee is not entitled to holiday pay if she is absent without pay on the regular working day immediately before and immediately after the holiday.
- 22.09 Where a day that is a general holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

### **ARTICLE 23 – Working with Clients**

- 23.01 In this Article, a "client" includes a resident, a former resident who is still receiving services from the employer, any child of a resident while the child is receiving services from the employer, and any person who is using the services of the employer.
- 23.02 No employee, the employer or the union shall discriminate against a client on any of the grounds set out in Article 11 without reasonable cause.
- 23.03 No employee, the employer or the union shall harass a client in any manner described in Article 12.
- 23.04 In providing services to clients, employees will:
- 1) adhere to any written ethical standards established by the employer in

consultation with employees;

- 2) provide appropriate support to clients in their individual circumstances, following any specific written guidelines that may be adopted from time to time by the employer;
- 3) debrief client sessions, and seek input from other staff or the Executive Director where appropriate, make appropriate referrals to other services and agencies; and
- 4) avoid socializing, or promoting social activity with clients outside the Transition Home's services that affects or has the potential to affect her ability to provide non-judgmental, confidential service.

23.05 All employees and the Executive Director shall make informative written records and reports as required by the employer.

## **ARTICLE 24 – Code of Ethics**

### **Preamble**

This code is established for the ethical administration of the Yukon Women's Transition Home Society and for the provision of service to our clients. Policies which reflect this code shall be developed to ensure that this service is provided in a fair, equitable and consistent manner.

### **24.01 Relationship with Clients**

- 1) Our primary obligation is to provide confidential services without discrimination to any woman and child.
- 2) We will ensure that the women and children receive the services of the Society that each one may require with the fairness and respect that they deserve.
- 3) We recognize the needs of the child may be different from the needs of the mother and that we shall report cases of child abuse.
- 4) We have an obligation to inform the client of all services related to her situation.
- 5) Each staff member will ensure that her personal values do not interfere with the service offered to any woman or child and that the staff member's personal information shall be shared only to benefit a client.
- 6) Any relationship between a staff or Board member and a client or a member of the client's family shall not prejudice the service to the woman or child.

- 7) Each staff member will act to ensure that the difference between professional and personal relationships with clients is understood and respected. (For example staff should avoid socializing, giving rides or performing favours for clients outside of paid hours of work at the Transition Home.) For one year after the last time the client has received services each staff member should also avoid sexual activities or intimate commitments with the client.
- 8) We will not take advantage of relationships with clients for personal or financial gain or the personal or financial gain of relatives, friends or co-workers. (e.g. accepting gifts or soliciting clients).
- 9) We will not engage in any action that violates or diminishes the civil or legal rights of clients.
- 10) It is the employee's responsibility to bring an actual or apparent breach of the Code of Ethics to the attention of the employer. The employer is responsible for advising the employee if a breach of the Code of Ethics exists and how it may be managed to alleviate any damage to clients.

#### **24.02 Relationship with the Community - Cooperation and Participation**

- 1) The Yukon Women's Transition Home Society's community is the Yukon.
- 2) The Society will co-operate with those organizations which work with women and children who are in crisis and will support changes in policy and legislation to end violence toward women and children in our community and elsewhere.
- 3) The Yukon Women's Transition Home Society will cooperate with organizations and individuals in our community and ensure reasonable access to services and resources which the community may require from time to time.
- 4) We will create awareness of Kaushee's Place throughout the community.
- 5) We are prepared to participate in community emergencies.

#### **24.03 Relationship with Staff and Board**

- 1) We will treat co-workers with respect, courtesy, fairness and good faith.
- 2) We will not speak about others in a negative way, whether they are present or not.
- 3) We will not exploit relationships with co-workers for personal gain or for the personal gain of friends and relatives.

- 4) We will be responsible for our own needs and self-care.
- 5) Each staff member shall co-operate with colleagues to promote professional interests and concerns.
- 6) Staff members shall respect confidences shared in their working relationships and activities.
- 7) Staff members shall ensure that personal conflicts do not interfere with working relationships.
- 8) Outside interests should not cause ethical considerations unless the conduct brings the transition home, the employer or a staff member into disrepute, impairs confidence, is contrary to a policy or constitutes illegal activity.
- 9) The staff will support the objectives of the Society as set out in the constitution of the Yukon Women's Transition Home Society and the agreement negotiated from time to time between the employer and the bargaining unit.
- 10) Each staff and Board member shall use the resources of the Society for the purposes of the Society.
- 11) Staff members shall adhere to the policies established to administer the Society.
- 12) The staff and Board will work together to promote an atmosphere of trust and mutual respect.

#### **24.04 Establishment of and Adherence to Policies and Procedures**

- 1) We will establish and adhere to policies and procedures which provide for the safety and security of women and their children who shelter at Kaushee's Place.
- 2) We will review our constitution and by-laws periodically to ensure that community values are reflected.
- 3) We will establish and adhere to policies and procedures for administering the Society and Kaushee's Place in an efficient manner.

#### **24.05 Conflict of Interest with Work Outside of YWTH**

From the signing of this agreement any staff person considering employment outside the Transition Home must advise the employer prior to accepting employment. The employer will assess whether any conflict of interest in relation to the Code of Ethics will exist. If so, reasons shall be provided in writing within five (5) working days and the employer and employee will take steps to eliminate conflict. The employer

agrees to inform new employees of the provisions of this clause.

- 24.06 The above Code of Ethics is subject to review by the Labour-Management Relations Committee every two years, following which this committee may make recommendations for amendments to the Code of Ethics.

#### **ARTICLE 25 – Probationary Employees**

- 25.01 A new employee, not including an employee promoted or transferred to another position under Article 28, shall serve a probationary period of 480 hours.
- 25.02 Unless otherwise expressly stated, a probationary employee is entitled to all the rights and benefits of this agreement, including access to the grievance procedure.
- 25.03 The purpose of the probationary period is to allow the employer to assess whether the employee is able to meet the standards reasonably required by the employer. In assessing this, the employer will give the employee a fair chance to prove her ability, and will make reasonable accommodation and provide reasonable assistance to her to do so.
- 25.04 Where a probationary employee is unable, or unlikely to be able, to meet the standards reasonably required by the employer, she may be terminated with two days written notice, or pay in lieu of notice, together with written reasons for the termination.
- 25.05 After the successful completion of the probationary period, the employee shall be so informed in writing.
- 25.06 Seniority shall not accrue during the probationary period, but upon successful completion of the probationary period, seniority shall be effective retroactive to the date of hire.
- 25.07 The probationary period may be extended for an additional period of time upon terms agreed to between the employee and the Executive Director. The employee may request union involvement.

#### **ARTICLE 26 – Seniority**

- 26.01 Seniority is defined as the number of hours of continuous service with the employer in any position(s) in the bargaining unit.
- 26.02 The employer will maintain a seniority list, and will:
- a) update it once per month

- b) post a copy on the bulletin board, and
- c) send a copy to the union.

26.03 Employees other than permanent full time employees shall receive an annual bonus of:

- a) 125 hours of seniority credits for employees who work less than 750 hours;
- b) 250 hours of seniority credits for employees who work a minimum of 750 hours, to a maximum of 2080 hours,

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on their anniversary date for the previous year in which they have continuous service for the full year. This is meant to reflect the value of the employee's length of service with the employer more adequately.

26.04 Seniority terminates when an employee is dismissed and not reinstated, or when she resigns.

26.05 An employee is deemed to resign if:

- a) she fails to report to work or fails to return to work after a leave, and five scheduled shifts have passed and she has not contacted the employer; or
- b) the employer will not grant permission for an extension of the leave, which permission will be given if it is fair and reasonable to do so.

26.06 Although an employee loses her seniority when she resigns, the employer will credit the employee with one-half of any previously accrued seniority if she resumes employment within two years following her resignation. This is meant to attach some value to the employee's experience with the employer.

26.07 A seniority list of employees, for the purposes of this agreement, shall include all employees in the bargaining unit as of January 17, 1990 and employees hired since that date, whose seniority status remains in effect in accordance with Clauses 26.04 to 26.06 above. The seniority of employees in the bargaining unit as of the date of signing this agreement is attached as Schedule "B" reflecting the commencement of seniority for all employees as of their original date of hire.

#### **ARTICLE 27 – Job Performance Evaluation**

27.01 Job performance evaluations shall be completed at the end of every employee's probationary period and annually thereafter.

27.02 The objectives of the job performance evaluation process are:

- 1) to evaluate the ability of the employee to carry out the tasks and responsibilities

in her job description including the Code of Ethics;

- 2) to identify organizational barriers to performance;
  - 3) to provide meaningful feedback regarding her job performance; and
  - 4) to coach for improved performance by clarifying expectations.
- 27.03 The employer will provide an opportunity for the employee to attach comments regarding her personal evaluation of her performance to the evaluation.
- 27.04 An employee may request a job performance evaluation at any time during her employment.
- 27.05 The employee performance evaluation shall also allow the employee to state her career development goals.
- 27.06 The employer will discuss the draft results of the performance evaluation with the employee before finalizing it. In doing so, the employer will point out the employee's strengths and weaknesses in each area.
- 27.07 A final copy of the employee's performance evaluation shall be placed on the employee's personnel file, signed and dated by the employee indicating that she has had the opportunity to review and discuss it. An employee who disagrees with her performance evaluation may append an explanation to it for inclusion on her personnel file.
- 27.08 The employer will provide a copy of the performance evaluation to the employee upon request.
- 27.09 The parties agree to jointly develop changes to the job performance evaluation process through the Labour-Management Relations Committee, including amendments to the evaluation forms.
- 27.10 Once a year, the Board of Directors will evaluate the job performance of the Executive Director inclusive of the provisions of Article 27.02.

#### **ARTICLE 28 – Promotions and Transfers**

- 28.01 Where the employer wishes to create and fill a new permanent or term position, or to fill a vacancy in an existing position, the employer agrees to hire from within the bargaining unit where possible, and will post a notice of the position in the employer's business office and on the bulletin board provided in Article 9 for at least one (1) week, which may be concurrent with an anticipatory public posting or advertisement.

- 28.02 Clause 28.01 applies to all positions of the employer, whether in the bargaining unit or not.
- 28.03 The notice shall specify the nature of the position, the minimum qualifications, the desired qualifications, the hours of work (including any shift work required), conditions of employment, and the pay rate or range.
- 28.04 The employer agrees to fill positions from within the bargaining unit unless:
- 1) the position is an affirmative action position in accordance with Article 11.06 and no members of the bargaining unit are eligible; or
  - 2) no members of the bargaining unit apply; or
  - 3) none of the applicants are qualified, and no reasonable efforts on the part of the employer would likely result in an applicant becoming qualified in a reasonable time.
- 28.05 Subject to any employment equity program established in accordance with Article 11, the employer will fill positions with the most qualified candidate.
- 28.06 In assessing each applicant's qualifications, the employer will take into account the following factors, the relative weight of which will be determined by the employer and applied equally to each applicant:
- a) the minimum requirements for the position
  - b) knowledge (whether attained through formal education, life experience or self-instruction)
  - c) skills
  - d) abilities related to performing the position, and
  - e) seniority.
- 28.07 If two or more applicants are relatively equal based upon the factors above, seniority shall be the governing factor. Where two (2) or more employees apply, each employee is entitled to an individual interview and a 'post board' interview with the employer if requested by the unsuccessful applicant(s).
- 28.08 Where no applicant is qualified for the position, the employer may promote or transfer an applicant who does not meet the requirements, but who may reasonably be expected to obtain the necessary qualifications prior to assuming the position, or within a reasonable time thereafter.
- 28.09 Within seven calendar days of an appointment under this Article, the employer will send the name of the successful candidate to each applicant and post it in the places mentioned in Clause 28.01.

- 28.10 A member of the bargaining unit who is appointed to a position under this Article shall serve a trial period of 240 hours (or, in the event of a term position, one tenth of the term) beginning the first day of work in her new position. Until the end of the trial period, the employee may request or the employer may require that the employee return to the position she occupied prior to the appointment without loss of benefits or seniority. Any other employee promoted or transferred because of the initial appointment shall also be returned to her former position.
- 28.11 No member of the bargaining unit who accepts a term position will suffer any loss of pay, benefits or seniority as a result of taking the term position.
- 28.12 When offering contracts to undertake work that is not bargaining unit work, the employer agrees to abide by the provisions of this Article, with the exception of Clause 28.11.

### **ARTICLE 29 – Acting Assignments**

- 29.01 An acting assignment means the assignment of an employee to substantially perform the duties of a position as required on a temporary basis.
- 29.02 The employer will try to fill vacancies as quickly as possible, so that acting assignments are kept to a minimum.
- 29.03 An employee who is acting in a position for three or more shifts in a row shall receive the salary for that position if it is higher than her current salary retroactive to the first shift. An employee who accepts an acting assignment as Executive Director shall be compensated at a premium equal to eight percent (8%) of the current base hourly rate for the position of Assistant Executive Director.
- 29.04 An employee acting outside the bargaining unit who is fulfilling the acting assignment is entitled to all benefits of a bargaining unit member under this agreement, including overtime pay.
- 29.05 An employee who is acting in the position of the Executive Director is responsible for all the obligations of the employer under this agreement.
- 29.06 For acting assignments in positions other than a Transition Home Worker, the employer shall give other employees an equitable opportunity to act in the position if they wish. A roster of qualified available employees shall be established on a seniority basis, with each employee having the opportunity to act in the position for an equitable period.

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**ARTICLE 30 – Staff Training and Development**

- 30.01 The employer recognizes its responsibility to encourage development of staff capability.
- 30.02 The employer will maintain a collection of books and other resources on issues concerning violence against women, and make them available to employees.
- 30.03 The employer will endeavour to keep staff informed of new developments, services and information relevant to clients through posting notices on the bulletin board.
- 30.04 The employer will provide on-the-job training and related staff development opportunities in the form of seminars, courses and conferences. Notices of relevant training opportunities will be posted on the bulletin board.
- 30.05 To provide training opportunities, the employer will allocate a reasonable sum of money in the budget each year to be used for staff training and development. The employer will provide at the beginning of each fiscal year to Labour-Management Relations Committee the amount of funds available for staff training and development to assist them in recommending training/professional development applications.
- 30.06 Expenditures from this fund will be made on the recommendations of the Labour-Management Relations Committee. The employer will regularly provide to the Labour-Management Relations Committee the number of applicants approved and cost of each training approved.
- 30.07 In making decisions concerning staff training and development, the Committee shall take into account the following factors:
- a) the current and future needs of the employer's services
  - b) the benefits to clients
  - c) the professional development requests of individual employees
  - d) the wishes of any employee affected, and
  - e) fairness between all employees.
- 30.08 The Committee may develop guidelines and procedures related to staff training and development, including designating specific training opportunities as essential for specific employees.
- 30.09 Attendance at any training opportunity designated as essential shall be without cost to the employee, and without loss of pay or benefits.
- 30.10 Attendance at other training opportunities not designated as essential shall be on such terms as are determined by the Labour-Management Relations Committee.
- 30.11 A permanent full-time or permanent part-time employee who has completed three (3)

years of continuous service may apply for education leave without pay for a period up to one (1) year, to attend a recognized institution or to complete a practicum or other field of studies related to the programs and services of the Yukon Women's Transition Home Society. During such leave of absence, no benefits under this agreement will accrue or be paid by the Yukon Women's Transition Home Society.

- 30.12 The employer agrees to make all reasonable accommodation to encourage staff training and development.

### **ARTICLE 31 – Discipline**

- 31.01 A disciplinary infraction is an act or conduct on the part of an employee which amounts to a breach of this agreement or a breach of the employer's policies in the workplace.
- 31.02 Disciplinary action means action taken by the employer to stop or deter a disciplinary infraction, including:
- a) a notation on the employee's personnel file
  - b) a written warning
  - c) specific written expectations which the employee is required to meet
  - d) a written reprimand
  - e) a suspension with or without pay
  - f) a demotion, or
  - g) a dismissal.
- 31.03 The order of the above disciplinary actions is not necessarily sequential, nor do clauses (a) through (d) above reflect an increasing severity.
- 31.04 A verbal warning or suggestion for improvement does not constitute disciplinary action.
- 31.05 The employer will take disciplinary action only where there is just cause, upon being satisfied on reasonable grounds that the employee has committed the disciplinary infraction.
- 31.06 Disciplinary action (except for dismissal) is intended to correct and deter further disciplinary infractions, not punish the employee. The employer will use the least serious form of disciplinary action which will likely stop or deter further disciplinary infractions by the employee.
- 31.07 Before beginning an investigation into a disciplinary infraction, the employer will inform the employee of the intention to conduct an investigation and the grounds for doing so, unless there is reasonable cause to withhold this information from the

employee.

- 31.08 Where the employer provides the information to the employee under Clause 31.07, the employer shall also inform the employee of her rights under Clause 31.09.
- 31.09 Before any disciplinary action is taken against an employee, the employer shall give the employee an opportunity, as soon as possible at a time and location convenient to the employee and employer, to present her version of the facts to the employer either alone or, if the employee wishes, with a union representative present.
- 31.10 Where the employer is contemplating suspension, demotion or dismissal for a disciplinary infraction, the employer may suspend the employee for up to three regular shifts with pay while deciding what disciplinary action is appropriate.
- 31.11 If any disciplinary action is taken against an employee, the employer will give the employee written notice of the specific disciplinary action taken, the reasons for it, the effective date it commences, and any financial implications for the employee.
- 31.12 All notices and/or correspondence related to discipline and placed in the employee's personnel file will also at the same time be sent to the union office and copies provided to the Chief Shop Steward.
- 31.13 Only disciplinary action documented on the employee's personnel file in accordance with this Article may be introduced as evidence at any hearing relating to disciplinary action, such as a grievance arbitration.
- 31.14 No document, including any performance evaluation review, from the employee's personnel file may be introduced at a hearing related to disciplinary action if the employee was not aware of the document at the time of filing, or within a reasonable time thereafter.
- 31.15 For permanent full time employees, the employer will remove any notice of disciplinary action from the employee's personnel file once the employee has attained a twenty-four (24) month period without further disciplinary action having been taken. For all other employees, the waiting period shall be twenty-four (24) months, or 1800 hours worked, whichever is longer.
- 31.16 An employee shall have access to her personnel file upon request, in the presence of the employer, and may have a copy of any document if she wishes.
- 31.17 If the employee consents in writing, the union representative may have the same rights as the employee in Clause 31.16.
- 31.18 An employee who is found to have been unjustly suspended, demoted or dismissed shall receive all rights or benefits she would otherwise have been entitled to

retroactive to the date of the wrongful suspension, demotion or dismissal.

### **ARTICLE 32 – Grievance Procedure**

- 32.01 The purpose of the grievance procedure is to resolve disputes that arise under this agreement in a fair and expeditious manner.
- 32.02 The union may file a grievance on behalf of an employee ("the grievor"), or on its own behalf, alleging a violation of this agreement.
- 32.03 Where the union chooses not to represent the grievor, and the grievance relates to disciplinary action taken against her (Article 31), discrimination against her (Article 11), harassment of her (Article 12) or a matter concerning an employee performance evaluation (Article 27), the employee may file the grievance on her own behalf. If so, all of the rights and obligations of the union in Clauses 32.04 through 32.15 apply to her. The employee shall not have access to the Level 4 grievance procedure.
- 32.04 A grievance is filed when delivered in writing to the employer. No particular form is necessary as long as the document indicates it is a grievance under this Article, or in some manner indicates it is a formal grievance.
- 32.05 The Executive Director is authorized to receive grievances on behalf of the employer. She shall provide a receipt to the person delivering the grievance stating the date it was received.
- 32.06 A grievance must be filed within twenty (20) calendar days after the cause of the grievance arose or twenty (20) days from the date upon which the grievor became aware of the cause of the grievance.
- 32.07 Unless otherwise provided in this agreement, a grievance shall be settled with recourse to the following steps, if needed:
- Level 1 - Executive Director
  - Level 2 - Board of Directors
  - Level 3 - Mediation
  - Level 4 - Arbitration
- 32.08 When a grievance is filed, the Executive Director shall attempt to settle it at Level 1 unless:
- a) the employee requests that the grievance be waived to another level under Article 11 or 12;
  - b) the grievance concerns a wrongful suspension, demotion or dismissal under Article 31, in which case it will commence at Level 2; or

- c) the parties wish to waive the grievance to another level by mutual consent.
- 32.09 The union may consult with the employer concerning any grievance at any level of the grievance procedure.
- 32.10 Any time limits in the grievance procedure may be extended by consent of the parties.
- 32.11 The employer shall not intimidate or threaten an employee who files or wishes to file a grievance, or offer her any advantage in exchange for not filing, or withdrawing, her grievance. Lawful exercise of the employer's rights, obligations or options under this agreement is not a violation of this Clause.
- 32.12 A decision made at any level of the grievance procedure is not binding on the parties unless it is in writing, signed by the decision-maker, and delivered to the parties either by hand or by double-registered mail.
- 32.13 The Level 1 procedure is as follows:
- 1) Within ten (10) days of receiving the grievance, the Executive Director will conduct a hearing. She will render her decision and forward it to the union as per Clause 32.12 within ten (10) days of conducting the hearing.
  - 2) If the Executive Director fails to do so, the union may invoke the Level 2 procedure after the tenth day following the filing of the grievance.
- 32.14 The Level 2 procedure is as follows:
- 1) The union may present the grievance to the Board of Directors within twenty (20) calendar days of receiving the Level 1 decision.
  - 2) The grievance is deemed to be presented to the Board of Directors when given in writing to the Executive Director. She shall provide a receipt to the person delivering the grievance stating the date on which it was received by her on behalf of the Board of Directors.
  - 3) The Board of Directors shall conduct a hearing within forty (40) calendar days and render its decision within twenty (20) calendar days of conducting the hearing. The decision shall be communicated to the union as per Clause 32.12.
- 32.15 The Level 3 procedure is as follows:
- 1) The union may make a written request for mediation within twenty (20) calendar days of receiving the Level 2 decision.

- 2) The request for mediation shall be given to the Executive Director who shall provide the union with a receipt stating the date the request was received, and forward the request for mediation to the Board of Directors.
- 3) The union and the employer shall determine mutually acceptable terms for hiring a mediator, including time frames for conducting the mediation. If the parties fail to agree, either party may invoke the Level 4 procedure.
- 4) The parties to this agreement may establish a list of local Yukon mediators acceptable to them, which list may be established from time to time, or when the need for a mediator arises.
- 5) The employer and the union shall each pay one half of any fees or expenses related to mediation.
- 6) If the mediation is successful, the mediator shall write down the terms of settlement, and deliver them to the parties as per Clause 32.12.
- 7) If the mediation is unsuccessful, the mediator shall confirm this in writing, and forward it to the parties as per Clause 32.12.
- 8) The failure of mediation is deemed to occur on the date that the union and the employer receive the letter from the mediator under Clause 32.15(7) above, and if this date is different for each party, the later date.
- 9) Mediation attempts are settlement discussions, and any offers or counter offers made during mediation discussions shall not be used as evidence at a later arbitration hearing.

32.16 The Level 4 procedure is as follows:

- 1) Either the employer or the union may request arbitration by letter to the other party within thirty (30) days of the failure of the mediation.
- 2) The employer or the union, as the case may be, shall give the other party a receipt stating the date of receiving the request for arbitration.
- 3) Either party to this agreement may refer any grievance to a mutually agreed upon arbitrator who shall have the power to determine whether any matter is arbitrable within the terms of this agreement. If the parties fail to agree on an arbitrator either party may request the Minister of Labour to make an appointment.
- 4) In addition to any powers contained in this agreement, the arbitrator has all the powers granted to arbitrators under Part 1 of the Canada Labour Code.
- 5) The arbitrator shall hear the grievance as soon as possible, and render a decision

within thirty (30) days. The decision, once forwarded to the parties in accordance with Clause 32.12, is final and binding on each party and any employee affected by it.

- 6) The arbitrator may determine whether a grievance is arbitrable.
- 7) The arbitrator may amend a grievance, modify penalties, waive time limits, or make rulings concerning any procedural irregularity.
- 8) Each party shall pay one half of the fees and expenses of the arbitrator.

### **ARTICLE 33 – Safety and Health**

33.01 The employer and the union agree to the appointment of a health and safety representative in compliance with the Occupational Health and Safety Act.

33.02 The health and safety representative has the authority to:

- (a) inspect the physical condition of the workplace or part thereof for which she has been selected once each month, or at such intervals as the Chief Industrial Safety Officer may direct; and
- (b) observe and, where qualified to do so, assist in or conduct tests for noise, lighting, and designated substances or agents in the workplace or part thereof for which she has been selected.

33.03 The employer and employees shall provide to the health and safety representative such information and assistance as she may need for the purpose of carrying out the inspection or tests referred to in Clause 33.02.

33.04 A health and safety representative shall identify situations that may be hazardous to workers and shall report such situations to the employer and to the employees or the union.

33.05 Where a person is fatally or critically injured at a workplace from any cause, the health and safety representative may accompany a safety officer during an investigation of the place where the accident occurred.

33.06 A health and safety representative is entitled to take such time from work as is necessary to carry out the duties specified in Clauses 33.02, 32.03, 33.04 and 33.05 and any time spent shall, for the purpose of calculating wages owing, be deemed to have been spent at work.

33.07 A health and safety representative shall keep records of all matters dealt with and

shall make such records available to the employer and a safety officer on request.

- 33.08 A health and safety representative may appeal to the Chief Industrial Safety Officer to resolve any differences of opinion with the employer concerning health and safety matters and the decision of the Officer shall be final.
- 33.09 An employee may refuse to work or do particular work where she has reason to believe that:
- (a) the use or operation of a machine, device, or thing constitutes an undue hazard to herself or any other person; or
  - (b) a condition exists in the workplace that constitutes an undue hazard.
- 33.10 An employee who refuses to work or do particular work shall forthwith report the circumstances of the matter to her employer or supervisor who shall forthwith investigate the situation reported in the presence of the worker and in the presence of:
- (a) the health and safety representative, who represents the employee, or
  - (b) another employee selected by the employee, who shall be made available and shall attend without delay.
- 33.11 After the investigation referred to in Clause 33.10, and any action taken to remove the hazard, the worker may again refuse to work or do particular work because of that hazard where she has reasonable cause to believe that:
- (a) the use or operation of the machine, device, or thing continues to constitute an undue hazard to her or to any other person; or
  - (b) the condition of the workplace continues to constitute an undue hazard.
- 33.12 An employee who refuses to work or do particular work under Clause 33.11 shall forthwith report the circumstances of the matter to her employer or supervisor and
- the employer or supervisor shall then forthwith report the circumstances of the matter to a safety officer.
- 33.13 No employee may exercise her right under Clause 33.09 or 33.11 if her refusal to perform the work puts the life, health, safety, or physical well-being of another person in immediate danger or if the conditions under which the work is to be performed are ordinary conditions in that kind of work.
- 33.14 Where the employer requires an employee to undergo a specific medical, hearing or vision examination by a designated qualified medical practitioner, the examination

will be conducted at no expense to the employee. The employee shall, upon written request, obtain results of all specific medical, hearing or vision examinations conducted.

- 33.15 Employees who are required to successfully complete First Aid and Safety training courses shall be granted time off with pay for such training. The employer shall pay for such course fees and tuition.
- 33.16 The Yukon Women's Transition Home/Kaushee's Place is a smoke-free environment for all staff, clients and visitors.
- 33.17 The employer agrees to the principle of allowing an employee to breastfeed her child at the workplace if possible.

#### **ARTICLE 34 – Vacation Leave**

- 34.01 All employees, including casual employees, earn vacation leave credits as set out in this Article.
- 34.02 The maximum number of hours that may be counted in any given calendar month for the purpose of determining vacation credits is 173 hours regular working hours.
- 34.03 On initial appointment, an employee shall accrue vacation leave credits at the rate of twelve (12) hours per 173 hours worked, or such lesser number of hours per hours worked as is proportionate.
- 34.04 After 6000 hours worked, a casual or term employee shall accrue vacation credits at the rate of fourteen (14) hours per 173 hours worked.
- 34.05 After 6000 hours worked, or three years, whichever occurs first, a permanent full time or permanent part-time employee shall accrue vacation credits at the rate of fourteen (14) hours per 173 hours worked.
- 34.06 After 10,000 hours worked, a casual or term employee shall accrue vacation credits at the rate of sixteen (16) hours for each 173 hours worked.
- 34.07 After 10,000 hours worked, or five years, whichever occurs first, a permanent full time or permanent part-time employee shall accrue vacation credits at the rate of sixteen (16) hours per 173 hours worked.
- 34.08 After 18,000 hours worked, a casual or term employee shall accrue vacation credits at the rate of eighteen (18) hours per 173 hours worked.
- 34.09 After 18,000 hours worked, or nine (9) years, whichever occurs first, a permanent full-time or permanent part-time employee shall accrue vacation credits at the rate of eighteen (18) hours per 173 hours worked.

- 34.10 After 28,000 hours worked, a casual or term employee shall accrue vacation credits at the rate of twenty (20) hours per 173 hours worked.
- 34.11 After 28,000 hours worked, or fourteen (14) years, whichever occurs first, a permanent full-time or permanent part-time employee shall accrue vacation credits at the rate of twenty (20) hours per 173 hours worked.
- 34.12 An employee may take vacation leave with pay at a time suitable to her and the employer. The employer will make every reasonable effort to grant the employee the specific period of time requested by her within two weeks of receiving the request.
- 34.13 Vacation leave may be carried over from one fiscal year to the next to a maximum of one year's entitlement under this Article. Each employee will be provided at the end of the second pay period in November with notification of her anticipated entitlement to fiscal year end.
- 34.14 An employee whose period of vacation leave has been authorized, but due to operational requirements is later denied, shall be reimbursed for any non-refundable deposits she has lost as a result.
- 34.15 At the employee's request, the employee shall be granted vacation leave earned but not yet used by her before her employment is terminated if the period of leave would permit her to meet the minimum requirements of eligibility for the severance bonus in Article 20.
- 34.16 An employee may not be recalled to work while on vacation leave unless on terms satisfactory to the employee and the union.
- 34.17 An employee, other than a permanent full-time employee, may receive the cash equivalent of her vacation leave credits instead of taking vacation leave if she wishes.
- 34.18 Any permanent full-time employee who takes a position as a casual or part-time employee, except on a term position, shall be paid the cash equivalent for her vacation leave credits before beginning the new position. Permanent full-time employees who enter into a job share are exempt from the provisions of this clause.

### **ARTICLE 35 – Bereavement Leave**

- 35.01 Upon the request of an employee, the employer shall grant the employee bereavement leave for up to one week, composed of up to four (4) working days with pay and leave without pay as applicable, where there is a death in the employee's family.

- 35.02 In lieu of the leave in Clause 35.01 above, the employer shall, upon the request of the employee, grant the employee bereavement leave for up to one week, composed of up to four (4) working days with pay and leave without pay as applicable, where there is an imminent death in the employee's family. The employer may request a physician's statement to verify this.
- 35.03 An employee granted leave under Clauses 35.01 or 35.02 who must travel out of Whitehorse due to the death or imminent death in the employee's family shall be granted leave with pay for an additional travel day or days as are required to travel, up to a maximum of three (3) days.
- 35.04 For the purpose of Clauses 35.01, 35.02 and 35.03, "family" means the employee's:
- a) father or mother
  - b) step-father or step-mother
  - c) foster parent
  - d) grandparent or grandchild
  - e) sister or brother
  - f) step-sister or step-brother
  - g) partner
  - h) child, step-child or partner's child
  - i) partner of the employee's child, step-child or partner's child
  - j) partner's parent
  - k) aunt or uncle
  - l) niece or nephew
  - m) brother-in law or sister-in-law
  - n) any other person residing with the employee at the time of death or imminent death.

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35.05 Upon request of an employee, the employer shall grant the employee bereavement leave without pay for up to one week related to the death of a family member as defined under the Yukon *Employment Standards Act* who is not included in Clause 35.04.

- 35.06 Subject to operational requirements, an employee may be granted additional bereavement leave without pay upon request for a period of up to two (2) weeks without loss of benefits under this agreement. An employee who is on bereavement leave without pay shall remain a member of the bargaining unit and is entitled to all the benefits of this agreement except that the employee shall not accrue leave with pay during a period of bereavement leave without pay.

### **ARTICLE 36 – Sick Leave**

- 36.01 All employees, including casual employees, earn sick leave credits as set out in this

## Article.

- 36.02 The maximum number of hours that may be counted in any given calendar month for the purpose of determining sick leave credits is 173 hours regular working hours.
- 36.03 An employee shall earn sick leave credits at the rate of ten (10) hours per 173 hours worked, or such lesser number of hours as is proportionate.
- 36.04 Casual employees may only use sick leave credits on scheduled shifts only, not when a call-in is requested by the employer.
- 36.05 Sick leave credits which the employee has accumulated entitle her to take sick leave with pay where:
- 1) she is unable to perform her duties due to illness or injury;
  - 2) she is in quarantine;
  - 3) she must travel for medical purposes; or
  - 4) she needs medical attention for exploratory or preventative purposes.
- 36.06 In addition to the above, an employee may use up to six (6) days per fiscal year of her accumulated sick leave credits for mental health purposes. In the event an employee has remaining mental health credits but has exhausted all sick leave, then vacation leave or compensatory leave under Article 16 may be used and administered in the same manner as mental health days.
- 36.07 The employer may require an employee to provide evidence of her illness, injury or quarantine if the employee wishes to take sick leave in excess of five days. Such evidence may be in the form of a doctor's certificate or a sick leave form from the employer concerning the employee's inability to perform her duties.
- 36.08 The employer may require the employee to provide a medical certificate concerning travel or other medical attention for which she has requested sick leave.
- 36.09 All unused sick leave credits may be carried over from one year to the next, and may be accumulated indefinitely.
- 36.10 The employer may approve an advance of sick leave credits for an employee for up to fifteen (15) days where the employee has not accumulated enough sick leave credits for the sick leave she requires. In determining whether to grant an advance of sick leave credits, the employer shall consider the length of service of the employee, her employment record, and the employer's capacity to secure reimbursement from the employee as per Clause 36.11 below.
- 36.11 An advance of sick leave credits shall be reimbursed to the employer by deduction from future sick leave credits or, where the employee's service is terminated before the advance is repaid, by deduction from compensation otherwise owed to the employee.

- 36.12 Where employment is terminated by death, the employee is deemed to have earned the amount of any leave with pay advanced to her.
- 36.13 An employee who has worked in the continuous service of the employer for 6000 hours, and whose employment is terminated for any reason other than a disciplinary discharge may convert one third of her total earned but unused sick leave credits to a maximum of 60 days to paid leave immediately prior to her termination, or to a cash payout based on her rate of pay at the time of termination.
- 36.14 Subject to operational requirements, an employee may be granted additional sick leave without pay upon request for a reasonable period of time agreed upon between the employer and the employee. An employee who is on sick leave without pay shall remain a member of the bargaining unit and is entitled to all of the benefits of this agreement except that the employee shall not accrue leave with pay, during a period of sick leave without pay.

#### **ARTICLE 37 – Family Illness Leave**

- 37.01 Where a permanent full time employee is required to care for a sick family member permanently residing in her home, the employer shall grant leave with pay for up to four (4) days per family member, to a maximum of twelve (12) days per fiscal year.
- 37.02 Where a permanent part-time employee is required to care for a sick family member permanently residing in her home, the employer shall grant leave with pay for up to two (2) days per family member, to a maximum of six (6) days per fiscal year.
- 37.03 Where a casual employee is required to care for a sick family member permanently residing in her home, the employer shall grant leave with pay for a maximum of two (2) days per fiscal year, subject to Clause 37.04 below.
- 37.04 Before a casual employee will be granted family illness leave, the employer and employee will attempt to arrange a shift change with another casual employee if possible.
- 37.05 Where a term employee is required to care for a sick family member permanently residing in her home, Clause 37.01 applies to her if her term is one (1) year or more, Clause 37.02 applies to her if her term is more than six (6) months but less than one (1) year, and otherwise, Clause 37.03 applies to her.
- 37.06 For the purposes of this Article, a sick family member includes one who is ill or injured, or in quarantine, or who must travel for medical purposes or attend an appointment for medical reasons.
- 37.07 An employee who has used up her leave under this Article may, if she requires further leave for family illness purposes as defined by this Article, use any of her

own sick leave, vacation leave or compensatory leave before taking leave without pay.

- 37.08 The employer may, subject to operational requirements, grant an employee additional family illness leave without pay on the same basis as set out in Article 36.14.
- 37.09 Family illness leave does not accumulate from year to year.
- 37.10 In the event that an employee's job category changes under Article 13 during the fiscal year, family illness leave benefits will be prorated accordingly. No employee shall have family illness leave recovered as a result of a change in the employee's job category during that fiscal year.

### **ARTICLE 38 – Court Leave**

- 38.01 No employee shall suffer a loss of pay if her absence from work is due to attending court in response to a jury summons or a witness subpoena of a third party.
- 38.02 No employee shall suffer a loss of pay if her absence from work is due to her attendance as a witness before an adjudicative board in circumstances unrelated to her work, so long as she has received a subpoena.
- 38.03 An employee who is absent for reasons described in Clause 38.01 or 38.02 shall return to work if she can do so in time to complete one half of the day's work.
- 38.04 No employee who is required to attend court in connection with the performance of her job duties, or as an advocate for a client, shall suffer any loss of pay as a result, and the provisions of Article 16 concerning overtime apply to any hours of the court attendance that would constitute overtime for her.
- 38.05 An employee who is called as a witness by the employer at an arbitration hearing under Article 32 shall not suffer any loss of pay as a result, and the provisions of Article 16 concerning overtime apply to any hours spent in attendance at the arbitration hearing that would constitute overtime for her.
- 38.06 In the event that a casual employee receives a jury summons or a witness subpoena prior to the posting of the shift schedule as per Article 13 for the month in which her court appearance is required, she shall notify the employer of her summons or subpoena forthwith.
- 38.07 In the event that a casual employee receives a jury summons or a witness subpoena after the posting of the shift schedule as per Article 13 for the month in which her court appearance is required, the employee will first make reasonable efforts to

switch her shift with another casual employee at no cost to the employer before taking the benefit of this Article.

### **ARTICLE 39 – Injury on Duty Leave**

- 39.01 Subject to Clause 39.02, an employee shall be granted leave for such reasonable period of time as may be determined by the employer where the Yukon Workers' Compensation Health and Safety Board determines that the employee is unable to perform her duties because of:
- a) personal injury accidentally received in the performance of her duties and not caused by the employee's wilful misconduct;
  - b) sickness resulting from the nature of her employment;
  - c) exposure to hazardous conditions in the workplace.
- 39.02 An employee will be paid 75% of her wages while on leave, provided that:
- a) the Yukon Workers' Compensation Health and Safety Board and will pay her 75% of her lost wages due to the injury throughout the period of the leave, and
  - b) she agrees to assign to the employer any amount received by her for loss of wages from the Yukon Workers' Compensation Health and Safety Board in settlement of any claim she may have in respect of such injury.
- 39.03 Where an employee has been granted sick leave, and is subsequently approved for injury on duty leave for the same period, any sick leave credits used shall be reinstated to the employee.
- 39.04 While on injury on duty leave, the employee shall remain a member of the bargaining unit and shall receive all the benefits of this agreement except that the employee shall not accrue leave with pay, or take leave with pay, during a period of injury on duty leave.
- 39.05 Monies advanced to the employee under this Article and not reimbursed to the employer at the time of termination may be deducted from any monies owed to the employee.
- 39.06 In the event that an employee is unable to perform her duties as a result of a personal injury suffered while off duty, but related to the performance of her job duties, the employer and union will meet to discuss reasonable terms of assistance for the employee.

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**ARTICLE 40 – Maternity Leave**

- 40.01 Upon giving at least four (4) weeks notice before the day on which the employee intends to begin the leave, with a certificate of a medical practitioner stating the employee is pregnant and the probable date of the birth of the child, an employee who has completed her probationary period under Article 25 or one (1) year of continuous service, whichever occurs first, is entitled to a leave of absence without pay.
- 40.02 Maternity leave may be for a period of up to 52 weeks, which may be taken before or after the birth of the baby, or partially before and partially after.
- 40.03 An employee may take less than 52 weeks if she wishes.
- 40.04 The employee must give two (2) months notice that she intends to return to work at the agreed upon date. Otherwise the employer will make reasonable efforts to contact the employee within the next two (2) weeks to determine her intentions. If the employer cannot contact the employee, her employment is deemed to terminate on the date on which she should have notified the employer.
- 40.05 In the event that an employee on maternity leave decides not to return to work, and communicates this to the employer two (2) months prior to her previously agreed upon date of return, her employment shall terminate on the date on which her leave expires or at any sooner date the employee wishes.
- 40.06 An employee on maternity leave shall remain a member of the bargaining unit, and shall have all the benefits of this agreement except that the employee shall not accrue leave with pay, or take leave with pay, during the period of maternity leave.
- 40.07 Where a doctor's certificate is provided indicating that the employee requires a longer period of maternity leave for health reasons, or where the employee's newborn child is suffering serious medical problems, an extension of maternity leave may be granted by the employer for up to one (1) year, subject to operational requirements.
- 40.08 An employee may use sick credits she has earned in accordance with Article 36 either before or after her maternity leave if she is suffering from pregnancy-related disability.
- 40.09 Upon returning to work, the employee shall resume her previous position, or a comparable position. The employer will make every reasonable effort to assign her to her previous position.
- 40.10 An employee who has been in the continuous service of the employer for at least one (1) year immediately prior to the commencement of her maternity leave shall be entitled to two (2) week's pay, prorated for part-time or casual employees based on

their average weekly earnings over the two (2) pay periods preceding commencement of the leave.

#### **ARTICLE 41 – Adoption Leave**

- 41.01 An employee who has completed her probationary period under Article 25 or one (1) year of continuous service, whichever occurs first, and who adopts a child shall, subject to giving at least four (4) weeks notice to the employer, be granted leave without pay for a period of up to 52 weeks for the purpose of adoption. Such leave may not commence earlier than one (1) week before the expected date of the child coming to live with her for the purpose of an adoption.
- 41.02 The employee shall furnish proof of the adoption.
- 41.03 An employee may take less than 52 weeks adoption leave if she wishes.
- 41.04 An employee must give two (2) months notice that she intends to return to work at the agreed upon date. Otherwise the employer will make reasonable efforts to contact her to determine her intentions within the next two (2) weeks. If the employer cannot contact the employee, her employment is deemed to terminate on the date on which she should have notified the employer.
- 41.05 In the event that an employee on adoption leave decides not to return to work, and communicated this to the employer two (2) months prior to her previously agreed upon date of return, her employment shall terminate on the date her leave expires, or such sooner date as the employee wishes.
- 41.06 An employee on adoption leave shall remain a member of the bargaining unit, and shall have all the benefits of this agreement, except that the employee shall not accrue leave with pay or take leave with pay, during a period of adoption leave.
- 41.07 Where a doctor's certificate is provided as set out in Clause 40.07, an extension of adoption leave may be granted by the employer for up to one (1) year, subject to operational requirements.
- 41.08 Upon returning to work, the employee shall resume her previous position, or a comparable position. The employer will make every reasonable effort to assign her to her previous position.
- 41.09 An employee who has been in the continuous service of the employer for at least one (1) year immediately prior to the commencement of her adoption leave shall be entitled to two (2) weeks pay, prorated for part-time or casual employees based on their average weekly earnings over the two (2) pay periods preceding commencement of the leave.

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**ARTICLE 42 – Parental Leave**

42.01 An employee who has completed her probationary period under Article 25 or one (1) year of continuous service, whichever occurs first, and who gives at least four (4) weeks notice to the employer is entitled to parental leave without pay for a period of up to thirty-seven (37) weeks, upon becoming a parent due to the birth or adoption of a child by the employee or her partner who resides with the employee.

Where two employees become the parents of the same child, both employees are entitled, upon completion of their probationary periods under Article 25, to parental leaves which, when combined, do not exceed a continuous period of thirty-seven (37) weeks.

42.02 An employee who is granted parental leave must complete the leave no later than one (1) year after the date of birth or adoption of the child.

42.03 Where an employee intends to take parental leave in addition to maternity leave, the employee must begin the parental leave immediately upon expiry of the maternity leave, unless the employer agrees otherwise.

42.04 An employee must give two (2) months notice that she intends to return to work. Otherwise the employer will make reasonable efforts to contact her to determine her intentions within the next two (2) weeks. If the employer cannot contact the employee, her employment is deemed to terminate on the date on which she should have notified the employer.

42.05 In the event that an employee on parental leave decides not to return to work, and communicates this to the employer two (2) months prior to her previously agreed upon date of return, her employment shall terminate on the date her leave expires, or such sooner date as the employee wishes.

42.06 Upon returning to work, the employee shall resume her previous position, or a comparable position. The employer will make every reasonable effort to assign her to her previous position.

42.07 An employee on parental leave shall remain a member of the bargaining unit, and shall receive the benefits of this agreement except the employee shall not accrue leave with pay, or take leave with pay, during a period of parental leave.

**ARTICLE 43 – Leave Without Pay**

43.01 All employees are eligible for leave without pay in the following manner:

(a) After they have completed two (2) years of continuous employment or 4000 hours, whichever occurs first, subject to operational requirements, leave without pay for a period of up to six (6) months will be granted to an employee for any purpose;

(b) After they have completed three (3) years of continuous employment or 6000 hours, whichever occurs first, subject to operational requirements, leave without pay for a period of up to nine (9) months will be granted to an employee for any purpose;

(c) After they have completed four (4) years of continuous employment or 8000 hours, whichever occurs first, subject to operational requirements, leave without pay for a period of up to twelve (12) months will be granted to an employee;

which permission shall not be unreasonably withheld.

43.02 Employees on leave without pay shall remain members of the bargaining unit and shall receive all the rights of this agreement, except that the employee shall not accrue leave with pay or paid benefits, or take leave with pay, during a leave of absence under this Article.

43.03 An employee on a leave of absence shall confirm in writing at least two (2) months before her leave is over that she 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 her intentions. If the employer cannot contact the employee, her employment is deemed to terminate on the date on which she should have contacted the employer.

43.04 In the event that an employee on leave without pay decides not to return to work and communicates this to the employer as per Clause 43.03 above, her employment shall terminate on the date that her leave expires.

43.05 Upon returning from unpaid leave, the employee shall resume her previous position or a comparable position. The employer will make every reasonable effort to assign her to her previous position.

#### **ARTICLE 44 – Labour-Management Relations Committee**

44.01 A Labour-Management Relations Committee shall be appointed consisting of an equal number of representatives from the union and the employer. The Committee shall meet on request of either party, for the purpose of discussing matters of concern. The Committee shall have the power to make recommendations to the union and to the employer.

44.02 The employer is responsible for preparing meeting agendas and for ensuring that

minutes are processed, signed by both parties, and distributed and posted as soon as possible for the information of all employees.

- 44.03 Time spent by employees in carrying out the functions of the Committee shall be considered to be time worked.
- 44.04 As much as reasonably practicable, meetings of the Committee shall take place at such times that the representatives of the union shall not be incurring overtime hours while in attendance at the meetings.

#### **ARTICLE 45 – No Strikes or Lockout**

- 45.01 The employer agrees that it will not cause or direct any lockout of its employees during the term of this agreement.
- 45.02 The union agrees that there will be no strike, work stoppage, or slowdown during the term of this agreement. The union agrees that if any such action takes place, it will repudiate it forthwith and require the employees to return to work.
- 45.03 Employees covered by this agreement shall have the right to refuse to cross a picket line. No employee shall be disciplined by the employer for exercising the right guaranteed in this clause.
- 45.04 After the expiration of this agreement, before any strike or lockout, the parties agree to engage in meaningful consultation to develop a plan to reduce the impact of any strike or lockout on the clients who would otherwise receive services.

#### **ARTICLE 46 – Management Rights**

- 46.01 In matters not covered by this agreement, the employer retains right to manage its affairs in its own discretion. However, the employer agrees to exercise its authority in matters concerning working conditions in a fair and reasonable way consistent with the provisions, and the spirit, of this agreement.

#### **ARTICLE 47 – Post-Resignation Meeting**

- 47.01 An employee who resigns may request a meeting with at least two (2) members of the Board of Directors to state the reasons for their resignation. If an employee requests such a meeting the Board will comply within ten (10) days.

#### **ARTICLE 48 – Civil Liability**

- 48.01 An employee will be insured by the employer for professional liability for any legal action or proceeding brought against the employee, subject to:
- a) the approval of the insurer: and
  - b) the terms and conditions specified in the professional liability insurance policy.
- 48.02 The employee shall immediately advise the employer of any legal action brought against the employee or of any notification of a legal process in which the employee is involved.

#### **ARTICLE 49 – Long Service Bonus**

- 49.01 An employee who has completed 10,000 hours worked or seven (7) years of service, whichever occurs first, shall be entitled to a yearly long service bonus equivalent to two percent (2%) of her annual base earnings in the preceding year.
- 49.02 An employee who has completed 18,000 hours worked or ten (10) years of service, whichever occurs first, shall be entitled to a yearly long service bonus equivalent to four percent (4%) of her annual base earnings in the preceding year.
- 49.03 The long service bonus shall become payable on the employee's anniversary date and each completed year thereafter.

#### **ARTICLE 50 – Self-Directed Benefits Plan**

- 50.01 A self-directed benefits plan will be provided by the employer in the amount of six percent (6%) of bargaining unit payroll for each fiscal year, to be divided equally among all employees on or about April 15th.
- 50.02 Any monies remaining at the end of March each year under clause 50.01 shall be included in the six percent (6%) of payroll for purposes of calculating the allocation for the next fiscal year.
- 50.03 Employees who have monies remaining in their self-directed benefits plan at April 1st each year, but at least three (3) days prior to calculating the amount under Clauses 50.01 and 50.02 above for the new fiscal year, may elect to leave such monies in their self-directed benefits plan or to roll such monies into an RRSP unless the parties agree otherwise.
- 50.04 An employee who cannot contribute monies to an RRSP due to Canada Revenue Agency regulations may elect to place remaining monies under Clause 50.03 in a GIC account.

50.05 The parties agree that reimbursement from the self-directed benefits plan will be based on the principle of provision of a receipt related to the following:

- dental work
- vision care
- prescription drugs
- vaccinations
- orthotics
- medically recommended devices and/or equipment
- licensed holistic therapists
- habilitation and rehabilitation services
- chiropractic services
- life insurance premiums
- individual Long Term Disability policy
- medically related travel expenses not covered by other agencies
- counselling
- health and/or fitness memberships and services
- any other expenses agreed to by the Labour-Management Relations Committee

50.06 An expense may be claimed up to six (6) months following the date that it was incurred.

50.07 New employees are not eligible for monies under Clause 50.01 or coverage under Clause 50.05 until they have been employed for six (6) consecutive working months, and provided they are an employee on April 1st of the year when the monies are shared in accordance with Clause 50.01.

50.08 Employees who are laid-off, resign or terminated for any other reason will have any monies remaining in their self-directed benefits plan rolled into an RRSP or GIC as per Clauses 50.03 and 50.04 unless the parties agree otherwise.

50.09 Any problems that may arise regarding the self-directed benefits plan shall be referred to the Labour-Management Relations Committee prior to the exercise of any rights pursuant to Article 32.

#### **ARTICLE 51 – Staff Appointment to the Board of Directors**

51.01 The parties agree to the appointment of two (2) staff representatives to the Board of Directors of the Yukon Women's Transition Home Society and the Kaushee's Place Housing Society, subject to the following conditions:

- a) staff representatives will be elected annually by members of the bargaining unit, with notification of selected representatives provided by the union to the Executive Director prior to the Annual General Meeting;

- b) appointments will be for a one (1) year term starting with the Annual General Meeting;
- c) staff representatives will have all the rights, responsibilities and liabilities of board members, except for:
  - i) serving as an executive officer of the board; or
  - ii) participating in board discussions and decisions that concern confidential personnel and collective bargaining issues or that represent a conflict of interest.
- d) The employer shall make every reasonable effort to provide leave at no loss of pay for staff representatives to attend meetings of the Board of Directors.

#### **ARTICLE 52 – Employee Assistance Program**

- 52.01 The employer will maintain an Employee Assistance Program (EAP) by budgeting up to three thousand dollars (\$3,000) in each fiscal year to support an EAP contingency fund, capped at a maximum of \$10,000.
- 52.02 Funds remaining in the EAP budget at the end of a fiscal year will be carried forward to the next fiscal year to the extent needed to build or maintain the EAP contingency fund capped at a maximum of \$10,000.
- 52.03 Terms of reference for access to and use of EAP funds will be determined, and amended when required, by the Labour-Management Relations Committee, such terms to include ensuring confidentiality of employees who use the EAP.

#### **ARTICLE 53 – Compassionate Care Leave Without Pay**

- 53.01 Upon reasonable notice from an employee, the employer shall grant an employee up to eight (8) weeks of compassionate care leave without pay as defined under the Yukon Employment Standards Act.
- 53.02 Subject to Clause 53.01, an employee shall be granted leave without pay for the compassionate care of a family member, as defined in the Yukon Employment Standards Act, subject to the following conditions:
  - a) the employee notifies the employer in writing of the commencement date of such leave; and
  - b) the employee provides the employer a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death

within 26 weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.

53.03 Leave granted under this Article shall be for a minimum period of one (1) week and a maximum of eight (8) weeks.

#### **ARTICLE 54 – Registered Retirement Savings Plan**

54.01 All permanent full-time and permanent part-time employees shall be enrolled in the employer's Group Registered Retirement Savings Plan.

54.02 The employer shall deduct an amount of one percent (1%) of the employee's gross pay for each bi-weekly pay and deposit such deduction with the Group Registered Retirement Savings Plan holder. In addition, the employer shall match the one percent (1%) of the employee's gross pay for each bi-weekly pay and deposit such monies with the Group Registered Retirement Savings Plan holder.

54.03 An employee who cannot contribute monies to an RRSP due to Canada Revenue Agency regulations may elect to place monies in a GIC account.

#### **ARTICLE 55 – Duration, Renewal and Retroactivity**

55.01 This agreement shall be binding and remain in effect from April 1, 2009 to March 31, 2012.

55.02 Unless otherwise specified, all provisions of this Agreement take effect on April 1, 2009, or on date of ratification, whichever is later.

55.03 The provisions of this Agreement, including the provisions for processing of grievances under Article 32, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.

55.04 Within four (4) months preceding the termination of this Agreement, either party may by written notice require the other party to begin bargaining collectively with a view to the conclusion, renewal or revision of this Collective Agreement.

55.05 This Agreement may be amended by mutual consent.

55.06 Where notice to commence collective bargaining has been given under Clause 55.04, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of

employment of employees in the bargaining unit which was in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new Collective Agreement, has been concluded.

SIGNED at the City of Whitehorse, in Yukon, this \_\_\_\_\_ day of \_\_\_\_\_, 2009, A.D.

**on behalf of the  
Yukon Women’s Transition Home**

**on behalf of the  
Public Service Alliance of Canada**

\_\_\_\_\_  
Debbie Parent  
President, Board of Directors

\_\_\_\_\_  
Cindy Chiasson  
Member

\_\_\_\_\_  
Kathleen Zimmer  
Vice-President, Board of Directors

\_\_\_\_\_  
Bonnitta Ritchie  
Member

\_\_\_\_\_  
Barbara McInerney  
Executive Director

\_\_\_\_\_  
Jean-François Des Lauriers  
Regional Executive VP – North

\_\_\_\_\_  
Gillian Fitzgibbon  
Negotiator

\_\_\_\_\_  
Nancy Debrececi  
Regional Representative

APPENDIX “A” – Memorandum of Understanding

**Re: Return to Work Program**

The parties agree that, during the life of this Collective Agreement, the Labour-Management Relations Committee (LMRC) shall examine, develop and recommend a Return to Work Program for the Yukon Women’s Transition Home Board of Directors. To accomplish this, either party may invite technical advisors and may support LMRC member or staff training to facilitate development or implementation of the program.

SIGNED at the City of Whitehorse, in Yukon, this \_\_\_\_\_ day of \_\_\_\_\_, 2009, A.D.

**on behalf of the  
Yukon Women's Transition Home**

**on behalf of the  
Public Service Alliance of Canada**

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Debbie Parent  
President, Board of Directors

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Cindy Chiasson  
Member

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Kathleen Zimmer  
Vice-President, Board of Directors

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Bonnitta Ritchie  
Member

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Barbara McInerney  
Executive Director

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Jean-François Des Lauriers  
Regional Executive VP – North

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Gillian Fitzgibbon  
Negotiator

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Nancy Debrececi  
Regional Representative

APPENDIX “B” – Letter of Understanding

Re: Administrative Assistant Position

The employer agrees to conduct an independent review and update for the Administrative Assistant position description prior to April 1, 2010, consistent with the provisions of Articles 14 and 15 of the Collective Agreement.

SIGNED at the City of Whitehorse, in Yukon, this \_\_\_\_\_ day of \_\_\_\_\_, 2009, A.D.

**on behalf of the  
Yukon Women’s Transition Home**

**on behalf of the  
Public Service Alliance of Canada**

\_\_\_\_\_  
Debbie Parent  
President, Board of Directors

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\_\_\_\_\_  
Nancy Debreceni  
Regional Representative