

SOURCE	Union		
EFF.	98	02	02
TERM.	00	03	31
No. OF EMPLOYEES	10		
NOMBRE D'EMPLOYÉS	CB.		

FIRST COLLECTIVE AGREEMENT

between

THE CROSSROADS SOCIETY

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

effective date

February 2, 1998 to March 31, 2000

CULE I & II

APR 16 1998

11191 (01)

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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 Crossroads 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

bargaining unit	- all employees described in the certificate issued on September 15, 1997 by the <u>Canada Labour Relations Board</u> covering employees of the Crossroads Society
bargaining unit work	- work regularly done by any member of the bargaining unit
classification	- one of the positions identified in Schedule A of Article 14
continuous service	- uninterrupted employment with the employer
day	- a calendar day, unless otherwise specified

date of signing	- _____
day shift	- from 8:00 a.m. to 4:00 p.m.
employee	- a member of the bargaining unit
employer	- the Board of Directors on behalf of the Crossroads Society
evening shift	- from 4:00 p.m. to midnight
Executive Director	- the person managing the Crossroads Alcohol and Drug Treatment Centre on behalf of the employer who is excluded from the bargaining unit
fiscal year	- April 1st to March 31st
gender	- where the feminine gender is used it shall be considered to include the masculine gender unless any provisions of this Agreement otherwise specify
night shift	- from midnight to 8:00 a.m.
hours worked	- hours during which the employee is present at work, or on paid leave
partner	- 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
position	- employment in a specific job classification as per Article 14, and in a specific job category as per Article 13
union	- the Public Service Alliance of Canada and/or the Yukon Employee's Union

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 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 to a charitable organization of her choice equivalent to union dues

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 the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on 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 type 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 42, or any other meeting called by management
 - d) attending an arbitration hearing under Article 31
 - 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. For all purposes besides pay, this time shall be deemed to be time worked for the employees.
- 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 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.
- 7.08 The employer agrees, subject to conditions set out in a Letter of Understanding, to grant leave without pay to an employee who is elected president of the union.

ARTICLE 8

INFORMATION

- 8.01 The employer shall provide the union with a quarterly report giving the following information:
- a) the names of each employee hired since the last report,
 - b) the job classification of each employee,
 - c) the employees promoted, demoted or transferred since the last report,
 - d) the employees terminated and the reasons therefor,
 - 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.
- 8.05 If this agreement is renewed or amended, the employer shall photocopy and distribute the new version to all members of the bargaining unit. The employer shall send a draft copy to the union and one to each union representative for their approval before distributing it to members of the bargaining unit at the time of hire.
- 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.

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 except on such terms as are negotiated between the union and the employer.
- 10.03 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 with the exception of the practice in place on November 18, 1997 relating to work performed by the Executive Director..
- 10.04 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.
- 10.05 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.

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) age
 - b) race, national or ethnic origin
 - c) religious belief or activity
 - d) colour or ancestry
 - e) political belief, association or activity
 - f) gender
 - g) pregnancy or pregnancy-related conditions

- h) sexual orientation
- i) marital status
- j) family status
- k) physical disability
- l) mental disability
- m) physical appearance or attributes
- n) criminal record or charges
- o) place of residence
- p) union activity or membership, or
- q) 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.
- 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. Before implementing any such program, the employer will consult with the Yukon Human Rights Commission 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 attempt to influence her career negatively. (Examples include favouritism, denial of equal opportunities for training and promotion, inaccurate performance evaluations, etc.) However, it shall not include the legitimate exercise of an individual's supervisory power or authority.

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 The parties agree the hours of work and positions in place effective date of ratification will remain in force and effect unless otherwise agreed by the parties.

13.02 The parties further agree that the collective agreement will be re-opened within 90 days of April 1, 1998 in order to place the hours of work for all positions within the collective agreement.

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.

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, hours of work in excess of 8 hours in a given 24 hour period, or 40 hours in the employee's normal work week;
 - b) in the case of a permanent part time employee, hours of work in excess of the normal hours per day or per week worked by a full time employee in same classification;
 - c) in the case of a term employee, hours of work in excess of the normal hours per day or per week worked by a full time employee in the same classification;
 - d) in the case of a casual employee, hours of work in excess of 8 hours in a given 24 hour period, or 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 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 of one and a half hours for every hour of 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 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 subject to the approval of the employer, the employee may liquidate her compensatory leave or carry it over to the next fiscal year at her option. Such approval shall not be unreasonably withheld.
- 16.07 Overtime worked, if less than a full hour, shall be compensated for each completed 15 minute period worked.
- 16.08 Where practical, 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.

ARTICLE 17

SHIFT PREMIUMS

- 17.01 Employees shall receive a shift premium of 65¢ per hour for all hours worked between 8:00 pm and 8:00 **am.**

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 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.
- 18.04 Meals provided at the workplace to clients are also available to employees on duty without cost to the employee.
- 18.05 Counsellors and attendants must have a valid drivers license, as a term of employment. Any employee on staff on the date of ratification will not be covered by this clause.

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 Friday. In the event of a pay day falling on a designated holiday, the pay day will be the last banking day before the holiday.
- 19.04 Every employee shall receive a statement attached to each cheque showing the gross amount earned, itemized deductions, net amount payable and hours worked.
- 19.05 Upon request, advances shall be provided prior to a vacation period. Advances may be granted in other extenuating circumstances.

ARTICLE 20

SEVERANCE BONUS

- 20.01 For the purpose of this Article, an eligible employee is an employee who has worked for more than five (5) years 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 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.

ARTICLE 21

YUKON BONUS

- 21.01 Each employee shall receive the equivalent of one (1) economy airfare ticket, Whitehorse to Vancouver return on April 1 of that year.
- 21.02 The amount in Clause 21.01 shall be paid on April 1st of each year.

ARTICLE 22

GENERAL HOLIDAYS

- 22.01 The following days are general holidays with pay:
- | | |
|----------------------|---------------------|
| a) New Year's Day | g) Discovery Day |
| b) Rendezvous Friday | h) Labour Day |
| c) Good Friday | i) Thanksgiving Day |
| d) Easter Monday | j) Remembrance Day |
| e) Victoria Day | k) Christmas Day |
| f) Canada Day | l) 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. The general holiday pay for a permanent full time employee or a term employee shall be their regular wages for 8 hours. General holiday pay for permanent part time employees and casual employees shall be pro-rated using the number of hours worked by the employee in the previous two weeks ending on the Saturday before the holiday in comparison to a full time employee.
- 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 paid holiday falls on a day that is not a regular work day for a permanent full time employee, a term employee or a permanent part time employee whose normal work week is 4 hours per day Monday through Friday, the employee shall receive the next regular working day off in addition to general holiday pay.
- 22.06 Where a general holiday falls on a day that is not a scheduled work day for a casual employee or a permanent part time employee other than one mentioned in Clause 22.05 above, the employee shall receive general holiday pay as per Clause 22.03 only.
- 22.07 Hours for which general holiday pay is received shall count as hours worked for the purposes of seniority and overtime.
- 22.08 By agreement between the union and the employer, a general holiday may be observed on a specific day other than the designated general holiday.
- 22.09 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.
- 22.10 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

PREMIUM PAY

Call Back Pay

- 23.01 When an employee is called back to work and returns to work, she shall be entitled, on each occasion, to the greater of:
- (i) compensation at the applicable overtime rate for any time worked; or
 - (ii) compensation equivalent to four (4) hours pay at straight time rate.

Reporting Pay

- 23.02 When an employee reports to work on her scheduled work day and there is no work or insufficient work available, she is entitled to four (4) hours at the straight time rate.

Stand-by Pay

- 23.03 Where the employer requires an employee to be available on stand-by during off-duty hours an employee shall be entitled to a stand-by payment of one (1) hours pay for each eight (8) thereof, that she is on stand-by. At the employee's request, stand-by payment may be taken in compensatory time-off in lieu of pay.
- 23.04 An employee designated by letter or by list for stand-by duty shall be available during her period of stand-by at a known telephone number and be available to return for duty as quickly as possible if called. If designating employees for stand-by, the employer will endeavour to provide for the equitable distribution of stand-by duties.

ARTICLE 24

PROBATIONARY EMPLOYEES

- 24.01 A new employee, not including an employee promoted or transferred to another position under Article 27, shall serve a probationary period of six months.
- 24.02 Unless otherwise expressly stated, a probationary employee is entitled to all the rights and benefits of this agreement, including access to the grievance procedure.
- 24.03 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.
- 24.04 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.
- 24.05 After the successful completion of the probationary period, the employee shall be so informed in writing.
- 24.06 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.
- 24.07 The probationary period may be extended for an additional period of time upon terms agreed upon between the employee, the employer and the union.

ARTICLE 25

SENIORITY

- 25.01 Seniority is defined as continuous service with the employer in any position(s) in the bargaining unit. Continuous service to commence at the original date of hire.
- 25.02 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.
- 25.03 Seniority terminates when an employee is dismissed and not reinstated, or when she resigns.
- 25.04 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.
- 25.05 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.
- 25.06 A seniority list of employees, for the purposes of this agreement, shall include all employees in the bargaining unit as of September 15, 1997. It shall also include employees hired since that date. 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 26

JOB PERFORMANCE EVALUATION

- 26.01 At least once per year, in the month following the anniversary date of the employee, the employer will conduct a performance evaluation of the employee.

- 26.02 The employer will evaluate the employee on the basis of:
- 1) the ability of the employee to carry out the tasks and responsibilities in her job description;
 - 2) the employee's relations with clients; and
 - 3) the employee's relations with other staff.
- 26.03 In evaluating the employee's relations with clients and other staff, the employer will assess the factors listed in mutually agreed Performance Evaluation Forms.
- 26.04 In conducting an employee performance evaluation for an employee, the employer shall *make* reasonable efforts to consult with all other employees who have worked with her.
- 26.05 The employee performance evaluation shall also allow the employee to state her career development goals, and develop with the Executive Director an individual training plan.
- 26.06 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.
- 26.07 A final copy of the employee's performance evaluation shall go on the employee's personnel file, signed by the employee indicating she has seen it. An employee who disagrees with her performance evaluation may append an explanation to it on her personnel file.
- 26.08 The employer will provide a copy of the performance evaluation to the employee upon request.
- 26.09 Once a year, the Board of Directors will evaluate the job performance of the Executive Director in accordance with the provisions of this Article.
- 26.10 An employee may request a job performance evaluation following the completion of a term position providing the term position has exceeded one month.

ARTICLE 27

PROMOTIONS AND TRANSFERS

- 27.01 Where the employer wishes to create and fill a new position, or fill a vacancy in an existing position, the employer 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 a week before any public posting or advertisement, unless the union representative and the employer agree otherwise.
- 27.02 Clause 27.01 applies to all positions of the employer, whether in the bargaining unit or not.

- 27.03 The notice shall specify the nature of the position, the minimum qualifications, the desired qualifications, the hours of work (including any shift work required), and the pay rate or range.
- 27.04 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.
- 27.05 Subject to any employment equity program established in accordance with Article 11, the employer will fill positions with the most qualified candidate.
- 27.06 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.
- 27.07 If two or more applicants are relatively equal based upon the factors above, seniority shall be the governing factor.
- 27.08 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.
- 27.09 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 27.01.
- 27.10 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.

- 27.11 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.
- 27.12 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 27.11.

ARTICLE 28

ACTING ASSIGNMENTS

- 28.01 An acting assignment means the assignment of an employee to substantially perform the duties of a position as required on a temporary basis.
- 28.02 The employer will try to fill vacancies as quickly as possible, so that acting assignments are kept to a minimum.
- 28.03 An employee who is acting in a position for more than three shifts in a row shall receive the salary for that position if it is higher than her current salary retroactive to the first shift.
- 28.04 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.
- 28.05 An employee who is acting in the position *of* the Executive Director is responsible *for* all the obligations of the employer under this agreement.
- 28.06 If an acting assignment continues for longer than one month, the employer shall give other employees an equitable opportunity to act in the position subject to the employer's approval. A roster of willing employees shall be established on a seniority basis, with each employee having the opportunity to act in the position for one month if possible.

ARTICLE 29

STAFF TRAINING AND DEVELOPMENT

- 29.01 The employer recognizes its responsibility to encourage development of staff capability.
- 29.02 The employer will maintain a collection of books and other resources on issues concerning substance abuse, and make them available to employees.

- 29.03 The employer will endeavour to keep staff informed of new developments, services and information relevant to clients through posting notices on the bulletin board.
- 29.04 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.
- 29.05 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.
- 29.06 Expenditures from this fund will be made on the recommendations of the Labour-Management Relations Committee.
- 29.07 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 written requests of individual employees
 - d) the wishes of any employee affected, and
 - e) fairness between all employees.
- 29.08 The Committee may develop guidelines and procedures related to staff training and development, including designating specific training opportunities as essential for specific employees.
- 29.09 Attendance at any training opportunity designated as essential shall be without cost to the employee, and without loss of pay or benefits.
- 29.10 Attendance at other training opportunities not designated as essential shall be on such terms as are determined by the Labour-Management Relations Committee.
- 29.11 The employer agrees to make all reasonable accommodation to encourage staff training and development.

ARTICLE 30

DISCIPLINE

- 30.01 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.

30.02 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.

30.03 The order of the above disciplinary actions is not necessarily sequential, nor do clauses (a) through (d) above reflect an increasing severity.

30.04 A verbal warning or suggestion for improvement does not constitute disciplinary action,

30.05 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.

30.06 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.

30.07 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.

30.08 Where the employer provides the information to the employee under Clause 30.07, the employer shall also inform the employee of her rights under Clause 30.09.

30.09 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.

30.10 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.

30.11 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.

- 30.12 A copy of the notice shall be placed on the employee's personnel file, and a copy sent to the union.
- 30.13 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.
- 30.14 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.
- 30.15 The employer will remove any notice of disciplinary action from the employee's personnel file once the employee has attained a 24 month period without further disciplinary action having been taken against her. For employees other than permanent full time employees, the waiting period shall be 24 months.
- 30.16 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.
- 30.17 If the employee consents in writing, the union representative may have the same rights as the employee in Clause 30.16.
- 30.18 **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 31

GRIEVANCE PROCEDURE

- 31.01 The purpose of the grievance procedure is to resolve disputes that arise under this agreement in a fair and expeditious manner.
- 31.02 The union may file a grievance on behalf of an employee ("the grievor"), or on its own behalf, alleging a violation of this agreement.
- 31.03 A grievance is filed when delivered in writing to the other party. 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.
- 31.04 The Executive Director or designate 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.

- 31.05 A grievance must be filed within ten (10) working days after the cause of the grievance arose, unless the grievor is not at work during that period, in which case the time extended to the (10) working days following the day she returns to work. (Before an employee submits their complaint as a grievance, the employee is encouraged to discuss the complaint with their supervisor.)
- 31.06 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 - Mediation and/or Arbitration
- 31.07 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 parties wish to waive the grievance to another level by mutual consent,
- 31.08 The union may consult with the employer concerning any grievance at any level of the grievance procedure.
- 31.09 Any time limits in the grievance procedure may be extended by consent of the parties.
- 31.10 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.
- 31.11 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.
- 31.12 The Level 1 procedure is as follows:
- 1) Within ten (10) working 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 31.11 within ten (10) working days of conducting the hearing.
- 31.13 The Level 2 procedure is as follows:
- (1) By mutual agreement, the parties may make a written request for mediation within ten (10) working days of receiving the Level 1 decision.

- 2) The union and the employer shall determine mutually acceptable terms for hiring a mediator, including time frames for conducting the mediation. If the parties fail to agree, either party may invoke the Arbitration procedure.
- 3) 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.
- 4) The employer and the union shall each pay one half of any fees or expenses related to mediation.
- 5) If the mediation is successful, the mediator shall write down the terms of settlement and deliver them to the parties as per Clause 31.11.
- 6) If the mediation is unsuccessful, the mediator shall confirm this in writing and forward it to the parties as per Clause 31.11.
- 7) 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 31.13(6) above and if this date is different for each party, the later date.
- 8) 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.

31.14 The Level 2 Arbitration procedure is as follows:

- 1) Either the employer or the union may request arbitration by letter to the other party.
- 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 30 working days. The decision, once forwarded to the parties in accordance with Clause 31.11, is 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 a ruling concerning any procedural irregularity.
- 8) Each party shall pay one half of the fees and expenses of the arbitrator.

ARTICLE 32

SAFETY AND HEALTH

- 32.01 The employer and the union agree to the appointment of a health and safety representative in compliance with the Occupational Health and Safety Act.
- 32.02 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.
- 32.03 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 32.02.
- 32.04 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.
- 32.05 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.
- 32.06 A health and safety representative is entitled to take such time from work as is necessary to carry out the duties specified in Clauses 32.02, 32.03, 32.04 and 32.05 and any time spent shall, for the purpose of calculating wages owing, be deemed to have been spent at work.
- 32.07 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.

- 32.08 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.
- 32.09 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
- 32.10 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.
- 32.11 **After** the investigation referred to in Clause 32.10, 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
- 32.12 An employee who refuses to work or do particular work under Clause 32.11 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.
- 32.13 No employee may exercise her right under Clause 32.09 or 32.11 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.
- 32.14 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.

- 2.15 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.

ARTICLE 33

VACATION LEAVE

- 33.01 Each employee upon anniversary date of hire shall receive three (3) weeks vacation leave with pay.
- 33.02 Upon the completion of four (4) years of service an employee shall receive four (4) weeks vacation leave with pay.
- 33.03 Upon the completion of seven (7) years of service an employee shall receive five (5) weeks vacation leave with pay.
- 33.04 Vacation leave shall be granted at times requested by an employee subject to operational requirements. Such leave is to be approved in a fair and reasonable manner.
- 33.05 In the case of a temporary operational shutdown each employee shall receive up to five (5) days special leave.

ARTICLE 34

BEREAVEMENT LEAVE

- 34.01 Upon the request of an employee, the employer shall grant the employee bereavement leave with pay for up to four (4) working days where there is a death in the employee's family.
- 34.02 By special arrangement, bereavement leave may be used where there is imminent death in the employee's family.
- 34.03 **An** employee 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 two (2) days.
- 34.04 For the purpose of this Article, "family" means the employee's: partner; parent, step-parent, grandparent or surrogate parent; sister or brother, half-sister or half-brother; child, grandchild or step-child. In special circumstances, bereavement leave may include others.
- 34.05 Subject to operational requirements, an employee may be granted additional bereavement leave without pay upon request for up to ten days 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 35

SICK LEAVE/ FAMILY ILLNESS LEAVE

- 35.01 All employees may earn sick leave/family illness leave credits at the rate of one and one half (1 ½) days per month for each month in which they receive ten (10) days pay.
- 35.02 Such credits may be carried over from one year to the next leave may be accumulated to a maximum of 120 days and there will be no payment upon termination, resignation or retirement. Employees who have accumulated in excess of 120 days at the date of ratification will not lose any of these days and will have full access to such days.
- 35.03 Sick leave credits which the employee has accumulated entitle her to take sick leave with pay where she is unable to perform her duties due to illness or injury, travel for medical purposes or health reasons.
- 35.04 In instances of family illness where a dependent child requires attendance and where the child resides with the employee and no other arrangements can reasonably be made, then leave with pay to a maximum of three days deducted form sick leave/family illness leave will be approved.
- 35.05 Additional paid leave may be granted in special circumstances
- 35.06 A part-time employee shall earn sick/family illness leave credits in proportion to the average number of hours worked per day in relation to a full time employee in the same classification.

In the event any employee has accumulated sick leave credits in excess of 120 days as of December 3, 1997, they shall be grand fathered the greater amount.

ARTICLE 36

COURT LEAVE

- 36.01 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.

- 36.02 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.
- 36.03 An employee who is absent for reasons described in Clause 36.01 or 36.02 shall return to work if she can do so in time to complete one half of the day's work.
- 36.04 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.
- 36.05 *An* employee who is called as a witness by the employer at an arbitration hearing under Article 31 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.
- 36.06 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.
- 36.07 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 37

INJURY ON DUTY LEAVE

- 37.01 Subject to Clause 37.02, an employee shall be granted leave for such reasonable period of time as may be determined by the employer where the Workers' Compensation 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.

- 37.02 *An employee will be paid 75% of her wages while on leave, provided that:*
- a) the Workers Compensation Board 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 Workers' Compensation Board in settlement of any claim she may have in respect of such injury.
- 37.03 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.
- 37.04 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.
- 37.05 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.
- 37.06 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.

ARTICLE 38

MATERNITY LEAVE

- 38.01 Upon giving six weeks notice of her pregnancy and expected date of the baby's birth, an employee is entitled to a leave of absence without pay, provided the employee has completed her probationary period under Article 24.
- 38.02 Maternity leave may be for a period of up to 37 weeks, which may be taken before or after the birth of the baby, or partially before and partially after.
- 38.03 *An employee may take less than 37 weeks if she wishes.*
- 38.04 The employee must give two 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 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.

- 38.05 In the event that an employee on maternity leave decides not to return to work, and communicates this to the employer two 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.
- 38.06 **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.
- 38.07 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 year, subject to operational requirements.
- 38.08 An employee may use sick credits she has earned in accordance with Article 35 either before or after her maternity leave if she is suffering from pregnancy-related disability.
- 38.09 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.
- 38.10 An employee who is not entitled to maternity leave for the reason that she has not given six weeks notice as required by Clause 38.01 may be granted maternity leave by the employer subject to operational requirements.
- 38.11 **An** employee who has been in the continuous service of the employer, prior to the commencement of her maternity leave, for one (1) year shall be entitled to:
- a) a cash payment equivalent to the allowance the employee will receive in maternity benefits for a two week period from the Unemployment Insurance Commission, or
- 38.12 Where an employee who receives a cash payment under Clause 38.11 does not return to work following her maternity leave, or terminates her employment within six months of returning to work, she shall reimburse the employer for the payment received. The amount shall be recoverable by the employer through the civil court process if necessary.

ARTICLE 39

ADOPTION LEAVE

- 39.01 **An** employee who adopts a child shall, subject to giving six weeks notice to the employer, be granted leave without pay for a period of up to 37 weeks for the purpose of adoption.

Such leave may not commence earlier than one week before the expected date of the child coming to live with her for the purpose of an adoption.

- 39.02 The employee shall furnish proof of the adoption,
- 39.03 An employee may take less than 37 weeks adoption leave if she wishes,
- 39.04 An employee must give two 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 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.
- 39.05 In the event that an employee on adoption leave decides not to return to work, and communicated this to the employer two 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.
- 39.06 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.
- 39.07 Where a doctor's certificate is provided as set out in Clause 38.07, an extension of adoption leave may be granted by the employer for up to one year, subject to operational requirements.
- 39.08 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.
- 39.09 An employee who is not entitled to adoption leave for the reason that she did not give six weeks notice as required by Clause 39.01 may be granted adoption leave by the employer subject to operational requirements.
- 39.10 An employee who has been in the continuous service of the employer, immediately prior to the commencement of her adoption leave, for 2000 hours or one year, whichever occurs later. shall be entitled to:
- a) a cash payment equivalent to the allowance the employee will receive in adoption benefits for a two week period from the Unemployment Insurance Commission, or
- 39.11 Where an employee who receives a cash payment under Clause 39.10 does not return to work following adoption leave, or terminates her employment within six months of

returning to work, she shall reimburse the employer for the payment received. The amount shall be recoverable by the employer through the civil court process if necessary.

ARTICLE 40

PARTNER SUPPORT LEAVE

- 40.01 Where an employee's partner gives birth to a child or adopts a child, the employer shall grant the employee leave without pay **up** to a maximum of 26 weeks, as requested by the employee.
- 40.02 *An* employee on partner support 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 partner support leave.
- 40.03 Subject to operational requirements, the employer may grant additional partner support leave for a reasonable period of time agreed upon between the employer and the employee.

ARTICLE 41

LEAVE OF ABSENCE

- 41.01 All employees are eligible for leave without pay after they have completed two (2) years of continuous employment.
- 41.02 The employer may grant permission for the employee to take leave without pay for any purpose for a period of up to twelve (12) months, which permission shall not be unreasonably withheld.
- 41.03 Employees on leave without pay shall remain members 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 leave of absence under this Article.
- 41.04 *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.
- 41.05 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 41.04 above, her employment shall terminate on the date that her leave expires.

- 41.06 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 42

LABOUR - MANAGEMENT RELATIONS COMMITTEE

- 42.01 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, and at least once each month for the purpose of discussing all matters of mutual concern. The Committee shall have the power to make recommendations to the union and to the employer.
- 42.02 The employer is responsible for preparing the agenda and ensuring that minutes are distributed as soon as possible. The parties will both sign the minutes of each meeting. Such minutes will then be posted for the information of all employees. Provision for typing of the minutes will be made by the employer.
- 42.03 Time spent by employees in carrying out the functions of the Committee shall be considered to be time worked.
- 42.04 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 43

NO STRIKES OR LOCKOUT

- 43.01 The employer agrees that it will not cause or direct any lockout of its employees during the term of this agreement.
- 43.02 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.
- 43.03 Employees covered by this agreement shall have the right to refuse to cross a picket line. No employee shall be disciplined by the employer for exercising the right guaranteed in this clause.



ARTICLE 44

MANAGEMENT RIGHTS

- 44.01 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 45

POST RESIGNATION MEETING

- 45.01 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 twenty-one (21) days.

ARTICLE 46

CIVIL LIABILITY

- 46.01 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.
- 46.02 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 47

DURATION, RENEWAL AND RETROACTIVITY

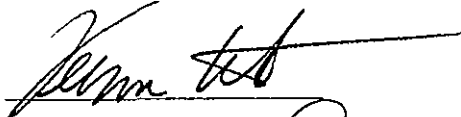
- 47.01 This agreement shall be binding and remain in effect from February 2, 1998 to March 31, 2000.
- 47.02 Unless otherwise specified, all provisions of this Agreement take effect on namely February 2, 1998.

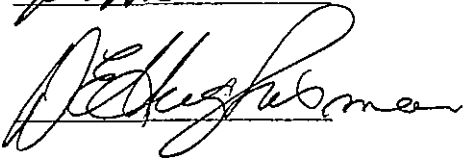
- 47.03 The provisions of this Agreement, including the provisions for processing of grievances under Article 31, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.
- 47.04 Within three (3) months preceding the termination of this Agreement, either 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.
- 47.05 This Agreement may be amended by mutual consent.
- 47.06 Where notice to commence collective bargaining has been given under Clause 47.04, 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.

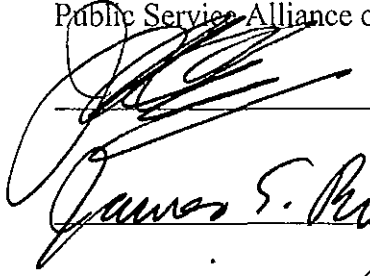
SIGNED at the City of Whitehorse, in Yukon, this 21st day of March A.D. 1998

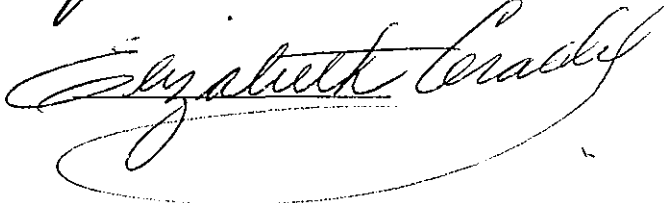
Crossroads Society

Public Services Alliance of Canada









LETTER OF UNDERSTANDING "1"

Re: Leave of Absence for Elected **Union** President

Effective on the date of signing of this agreement, the Employer agrees to authorize a leave of absence to one employee who is elected as President of the Yukon Employee's Union subject to the following conditions:

1. The authorized leave will be for the term of appointment designated by the Union to a maximum of *three* years.
2. Upon the 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.

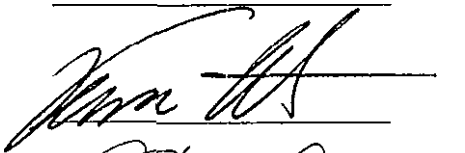
If the employee is re-elected for subsequent terms, she shall continue to be on leave. Upon completion of her term of office the employee will be guaranteed a position at the same level she held before her leave.

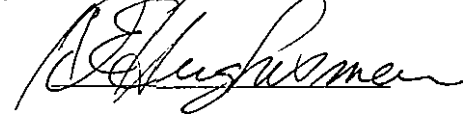
3. If the employee ceases to hold office, the employee will return to the position held by the employee prior to the leave of absence.
4. The Union agrees to provide the Employer with one month's written notice of the commencement and termination of this leave of absence.

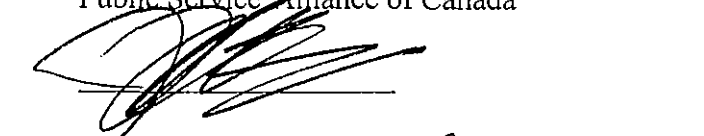
SIGNED at the City of Whitehorse, in Yukon, this ^{21st March} 18th day of ^{8 Dec} November, A.D. 1997.

Crossroads Society

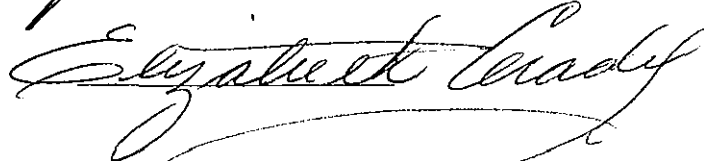
Public Service Alliance of Canada







James C. Robinson



LETTER OF UNDERSTANDING "2"

Re: Staff Appointment to the **Board** of Directors

The parties agree to the appointment of one (1) staff representative to the Board of Directors, based on the following:

- a) staff representative will be elected annually by members of the bargaining unit, prior to the Annual General Meeting;
- b) appointment will be for a one-year term starting with the Annual General Meeting;
- c) staff representative 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.

This Letter of Understanding takes effect *March 21, 1998*
SIGNED at the City of Whitehorse, in Yukon, this *21st March* ~~18th day of November~~, A.D. 1997⁸.

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Public Service Alliance of Canada

[Signature]

R. E. Hughson

[Signature]

James S. Prohman
[Signature]

LETTER OF UNDERSTANDING "3"

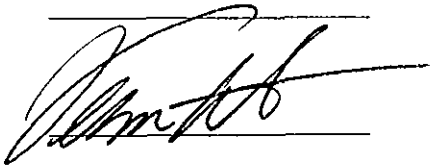
Re: End of Year Bonus

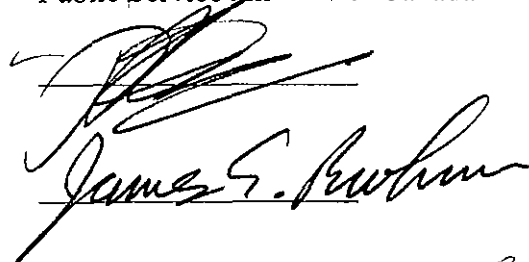
The parties agree *the* End of Season Bonus, in place effective the end of season December 1997, will remain in force and effect unless otherwise agreed to between the parties. Such monies to be placed in an RRSP or paid to each employee as taxable income as per the employee's request. For further clarity in the event of a deficit in excess of 10% of the total budget, the parties agree to meet and discuss the viability of such a payment.

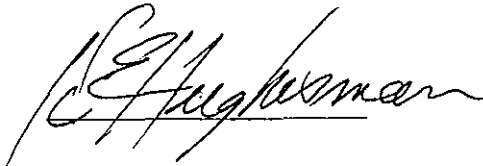
SIGNED at the City of Whitehorse, in Yukon, this ^{21st}~~28th~~ day of ^{March}~~January~~, A.D. 1998.

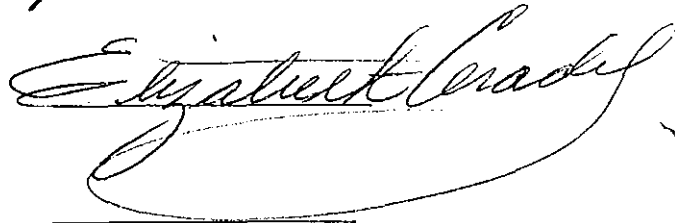
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Public Service Alliance of Canada




James S. Rowden




Elizabeth Cradock

SCHEDULE "A"

RATES OF PAY
(Effective Dates Below)

		Effective Feb. 2, '98 - '99	Effective Feb. 2, 99-March 31/2000)
<u>Full Time</u>			
Sr. Counsellor	41,700.	42,534.	43,597.
Counsellors (2)	40,000.	40,800.	41,718
Head Cook	33,425.	34,094.	41,718
Admin. Asst.	30,000.	30,600.	31,289.
Attendant I	30,926.	31,545.	32,254
Attendant II	30,200.	30,804.	31,497.
Attendant III	26,000.	26,520.	27,117.

Part Time

Cook	13.50/hr.	13.77/hr.	14.08/hr.
Casual cook (2)	12.00/hr.	12.24/hr.	12.52/hr.
Attendant I	12.00/hr	12.24/hr.	12.52/hr.
Attendant Probation (6 month)	10.00/hr.	10.20/hr.	10.43/hr.

SCHEDULE B

Seniority of staff on payroll as of January 30, 1998

EMPLOYEE	SRART DATE	POSITION	
BARR, Kevin	Sept. 29, 1997	Counsellor	Full-time
BEAVER, Andy	Nov. 8, 1997	Treatment Attendant	Part-time
CARON, Betty	Nov. 23, 1996	Cook Helper	
		(Nov. 23/96 - Jan 24/98)	Full-time
		(starting Jan. 25/98)	Part-time
CAUDRON, Shirley	Jan. 1, 1992	Treatment Attendant	Full-time
FOURNIER, Ellen	Sept. 29, 1997	Administrative Assistant	Full-time
GLICKMAN, Marika	Sept. 29, 1997	Senior Counsellor	Full-time
GRADY, Elizabeth	Aug. 2, 1985	Head Cook	Full-time
JACKSON, Larry	Oct. 21, 1997	Counsellor	Full-time
LINVILLE, Deb	Sept. 29, 1997	Treatment Attendant	Full-time
POLLOCK, Daryl	Oct. 17, 1985	Treatment Attendant	Full-time
SNOWSHOE, Martha	Sept. 23, 1996	Treatment Attendant	Part-time
SPITTAL, Michell	May 5, 1997	Cook Helper	Part-time (auxiliary)
WATSON, Scottie	Nov. 19, 1996	Cook Helper	Part-time (auxiliary)