

FILED
DEC 2 2009

First Collective Agreement

between the

Public Service Alliance of Canada

and

**Many Rivers Counselling and Support
Services Society**

July 2009

14046(01)

Article 1 Purpose of Agreement.....	1
Article 2 Interpretation and Definitions.....	1
Article 3 Application.....	4
Article 4 Recognition.....	4
Article 5 Future Legislation.....	4
Article 6 No Strikes and Lockouts.....	5
Article 7 Management Rights.....	5
Article 8 Employer Directives.....	5
Article 9 Human Rights.....	5
Article 10 Appointment of Representatives.....	7
Article 11 Union Access to Employer Premises.....	7
Article 12 Time Off for Union Business.....	8
Article 13 Check-Off.....	10
Article 14 Information.....	10
Article 15 Provision of Bulletin Board Space and Other Facilities.....	11
Article 16 Processing of Grievances.....	11
Article 17 Arbitration Procedure.....	14
Article 18 Designated Paid Holidays.....	15
Article 19 Leave – General.....	16
Article 20 Vacation Leave.....	17
Article 21 Wellness Leave.....	18
Article 22 Court Leave.....	19
Article 23 Pregnancy, Adoption and Parental Leave.....	19
Article 24 Prepaid Leave Plan.....	20
Article 25 Professional Development.....	20
Article 26 Workers' Compensation.....	21
Article 27 Leave of Absence Without Pay.....	21
Article 28 Hours of Work.....	22
Article 29 Pay.....	23
Article 30 Pay for Travel on Behalf of Employee.....	23
Article 31 Vacancies, Job Postings, Promotion and Transfers.....	23
Article 32 Job Descriptions.....	24
Article 33 Classification.....	24
Article 34 Employee Performance Review and Employee Files.....	25
Article 35 Contracting Out.....	25
Article 36 Seniority.....	25
Article 37 Layoff and Job Security.....	26
Article 38 Discharge and Discipline.....	26
Article 39 Labour-Management Committee.....	27
Article 40 Safety and Health.....	27
Article 41 Technological Change.....	29
Article 42 Travel Expenses.....	29
Article 43 Community Allowance.....	29
Article 44 Retirement Savings.....	29
Article 45 Group Benefit Program.....	29
Article 46 Yukon Bonus.....	30
Article 47 Social Justice Fund.....	30
Article 48 Re-opener of Agreement and Mutual Discussions.....	30
Article 49 Relocation Expense.....	30
Article 50 Duration and Renewal.....	30

Schedule "A" - Rates of Pay	33
Letter of Understanding - Policy Review	34

Article 1
Purpose of Agreement

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.02 The parties to this Agreement share a desire to promote the well-being, and increase the productivity of the employees to the end that the Employer will be well and efficiently served to promote healthy individuals and families living in supportive communities. Accordingly the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

Article 2
Interpretation and Definitions

- 2.01 (a) "Abandonment" means the failure of an employee to report for work for three (3) consecutive scheduled working days without informing the Employer of the reason for their absence. The presumption of abandonment shall be reconsidered by the Employer upon presentation of evidence of reasonable grounds for the employee's failure to contact the Employer either in person or by some other means.
- (b) "Bargaining Unit" is the unit of employees for which the Union is recognized as the bargaining agent in Clause **4.01**;
- (c) "Consultation" means a process of joint deliberations with the objective being that the parties disclose all relevant information and engage in rational and informed discussion on the topics. **While** the consultation process **is** intended to assist the parties in arriving at reasoned and informed decisions, it does not require that agreement must be reached before the parties, or either of them, can exercise their respective rights. The introduction of new or amended policies cannot amend, alter or modify any rights, benefits or privileges provided in this Agreement.
- (d) "Continuous Service" and "Continuous Employment" mean uninterrupted employment with the Employer.
- (e) "Day of Rest"
- (i) in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of his/her being on leave of absence.
- (ii) When the first and second or subsequent day of rest is consecutive, "second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and

ending at the time of commencement of the employee's next regular shift.

- (f) "Double time" means twice (2X) the straight-time rate.
- (g) "Employee" means a member of the Bargaining Unit, and the categories of employees are:
 - (i) "Regular permanent full-time employee" means an employee who works the full hours of work specified in Article 28 of the Collective Agreement.
 - (ii) "Regular permanent part-time employee" means an employee whose scheduled work hours are less than those specified in the Collective Agreement for regular full-time employees. The written offer of employment will include the proportion of full-time hours that apply.
 - (iii) "Casual employee" means an employee who is not regularly scheduled to work. Seniority for a casual employee is defined as the total number of straight-time hours worked. Casual employees are not entitled to any benefits in the collective agreement.
 - (iv) "Term employee" means an employee hired for a specific period of time to replace an employee in the bargaining unit.
- (h) "Employer" means Many Rivers Counselling & Support Services. Society.
- (i) "Fiscal year" means the period of time from. April 1st to March 31st.
- (j) "Grievance" means a complaint in writing that concerns the interpretation, application, administration or operation of the Collective Agreement, submitted by an employee, group of employees, the Union, or the Employer.
- (k) "Holiday" means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in the Collective Agreement.
- (l) "Layoff" means a cessation of employment as a result of a lack of, or reduction in, the amount of work required to be performed.
- (m) "Leave of Absence" means permission to be absent from duty.
- (n) "May" shall be regarded as permissive, "shall" and "will" as imperative, and "should" as informative only.
- (o) "Overtime" means:
 - (i) Time worked by an employee in excess or outside of the daily hours of work (seven and one-half hours);

- (ii) Time worked in excess or outside of the weekly hours of work (thirty-seven and one-half hours).
- (p) "Rates of Pay" are:
 - (i) "Weekly Rate of Pay" means an employee's annual salary divided by **52.176**.
 - (ii) "Bi-weekly Rate of Pay" means an employee's annual salary divided by **26.088**.
 - (iii) "Daily Rate of Pay" means in the case of an employee who is paid an annual salary, his/her bi-weekly rate of pay divided by ten (10); and
 - (iv) "Hourly Rate of Pay" means the annual salary divided by **1956**.
- (q) "Representative" means an employee who has been elected or appointed as an area Steward or who represents the Union at meetings with management.
- (r) "Resignation" means a voluntary notice given in writing by an employee to the Employer, that the employee is ending his/her employment.
- (s) "Spouse" means a person to whom an employee is legally married, or a person with whom an employee has an exclusive relationship continuously living together for more than one year immediately before the date in question, and whom has been identified in writing to the Employer as the employee's spouse, regardless of gender.
- (t) "Straight time rate" means the applicable basic hourly rate of compensation specified in this Agreement, exclusive of allowances.
- (u) "Time and one-half" means one and one-half times (**1.5X**) the straight-time rate.
- (v) "Union" means the Public Service Alliance of Canada and/or the Yukon Employees Union.

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

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

Number and Gender

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

Article 3 **Application**

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

Article 4 **Recognition**

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees as described in the Certification Order No. 9596-U issued by the Canada Industrial Relations Board dated the 14th day of January, 2009 except Financial Manager and Clinical Director.
- 4.02 The Employer shall advise prospective employees that the workplace is unionized.

Article 5 **Future Legislation**

- 5.01 In the event that any law passed by Parliament of Canada or the Legislative Assembly of Yukon renders null and void or alters any provision of the Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision.

Conflict of Provisions

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

Article 6
No Strikes and Lockouts

- 6.01 The employer agrees that it will not cause or direct any lockout of its employees during the term of this agreement.
- 6.02 The union agrees that there will be no strike, work stoppage, or slowdown during the term of this agreement. The union agrees that if any such action takes place, it will repudiate it forthwith and require the employees to return to work.
- 6.03 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 7
Management Rights

- 7.01 Except to the extent provided herein, this Collective Agreement in no way restricts the authority of the Employer to operate and manage Many Rivers Counselling & Support Services. The Employer agrees to administer their rights in a fair and reasonable manner.

Article 8
Employer Directives

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

Article 9
Human Rights

Freedom from Discrimination

- 9.01 The Union, the Employer, and the employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, political affiliation, conviction for an offence for which a pardon has been granted, or union membership or activity or for exercising their rights under the Agreement. It is not discrimination if it is based on reasonable requirements or qualifications of employment, criminal record or charges relevant to employment or other factors establish reasonable cause.
- 9.02 The Employer shall make every reasonable effort to find alternate employment within its employ for an employee who becomes unable to carry out his/her normal work functions as a result of a physical or mental disability arising as a result of his/her employment with the Employer.

Equal Pay for Work of Equal Value

- 9.03 The Employer agrees to recognize the principle of equal pay for work of equal value regardless of the sex of the employee.

Freedom from Harassment

- 9.04 (1) "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature
- a) that is likely to cause offence or humiliation to any employee;
 - b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- (2) "Personal harassment" means any improper behaviour by a person employed by Many Rivers Counselling and Support Services that is directed at and offensive to another person employed by Many Rivers Counselling and Support Services, and which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient. This includes harassment as described in Section 13 of the ***Yukon Human Rights Act***.
- (3) "Abuse of authority" means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions that endanger an employee's job, undermine an employee's ability to perform the job or threaten the economic livelihood of an employee. However, it shall not include the legitimate exercise of an individual's supervisory power or authority.
- 9.05 The Employer will make every reasonable effort to ensure that no employee is subjected to harassment.
- 9.06 The Employer will take such disciplinary measures as the Employer deems appropriate against any person under the Employer's direction who subjects any employee to harassment.
- 9.07 Complaints of harassment shall be brought to the attention of the Executive Director. An employee may be assisted by the Union in making a complaint. If the Executive Director is the subject of the complaint, it will be brought to the attention of the Chair of the Board of Directors.
- 9.08 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.

Freedom from Workplace Violence

- 9.09 "Workplace violence" means any incident in which an employee is abused, threatened or assaulted during the course of his/her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or verbal nature.
- 9.10 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 9.11 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties.
- 9.12 The Employer will take such disciplinary measures as the Employer deems appropriate against any person under the Employer's direction who subjects any employee to workplace violence.
- 9.13 Complaints of workplace violence shall be brought to the attention of the Executive Director. An employee may be assisted by the Union in making a complaint. If the Executive Director is the subject of the complaint, it will be brought to the attention of the Chair of the Board of Directors.
- 9.14 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.

Religious Observance

- 9.15 An employee may, in accordance with the provisions of this Agreement, request annual leave, lieu time, or leave without pay in order to fulfill his/her religious obligations.

Article 10

Appointment of Representatives

- 10.01 The Employer acknowledges the right of the Union to appoint employees as Representatives with a maximum of three (3) as Shop Stewards.

Article 11

Union Access to Employer Premises

- 11.01 Upon reasonable notification and subject to operational requirements the Employer shall permit access to its work premises of an accredited Representative of the Union. Representatives shall notify the Executive Director or designate before approaching any employee.

10

Article 12
Time Off for Union Business

Conciliation or Arbitration Hearings (Disputes)

- 12.01 (a) The Employer will grant leave with pay to any employee whose presence is essential to representing the Union before a conciliation or arbitration hearing.

Employee Called as a Witness

- (b) The Employer will grant leave with pay to an employee called as a witness before a conciliation or arbitration hearing.

Arbitration Hearings (Grievances)

- 12.02 The Employer will grant leave with pay to an employee, who is party to a grievance before an arbitration hearing, to attend the arbitration hearing, except while such employee is on suspension without pay.

Employee Who Acts as a Representative

- (a) The Employer will grant leave with pay to the Representative of an employee, who is party to a grievance before an arbitration hearing, to attend the arbitration hearing.

Employee Called as a Witness

- (a) The Employer will grant leave with pay to a witness called by an employee, who is party to a grievance before an arbitration hearing, to attend the arbitration hearing.

- 12.03 Where an employee and his/her Representative meet pursuant to Clause 12.08 or in order to resolve a grievance, he/she shall be granted reasonable time off with pay. Before attending such a meeting the employee shall obtain the permission of his/her immediate supervisor prior to leaving his/her place of work. Such permission shall not be unreasonably denied.

Contract Negotiations Meetings

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

Preparatory Contract Negotiations Meetings

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

Employee Organization Executive Council Meetings, Congresses and Conventions

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

Representatives Training Course

- 12.07 Where operational requirements permit, the Employer will grant reasonable leave without pay to a maximum of three (3) employees who have been appointed as Representatives of the Union to undertake training related to the duties of a Representative.

Time-off for Representatives

- 12.08 A Representative shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate a grievance, to meet with management for the purpose of dealing with grievances, and to attend meetings called by management. Such permission shall not be unreasonably denied.
- 12.09 The Representative shall notify his/her supervisor before resuming his/her normal duties.
- 12.10 Where operational requirements permit and upon reasonable notice, the Employer will grant leave without pay for a reasonable number of employees:
- (a) to participate as delegates to constitutional conferences or other similar forums mandated **by** Federal or Territorial legislation; and
 - (b) to present briefs to commissions, boards or hearings that are mandated by Federal or Territorial legislation and whose area of interest is of concern to organized labour.

Leave for Union Office

- 12.11 Employees elected to the governing executive of the Union, the Alliance or the Yukon Federation of Labour shall, upon application, be granted leave of absence without pay for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.
- 12.12 Such employees shall advise the Employer as soon as possible when an extension of their leave of absence is applicable due to re-election.
- 12.13 Upon termination of their leave of absence such employees shall be offered, at a minimum, the position they held with the Employer at the commencement of their leave. When such employees wish to invoke this clause they shall provide the Employer with three months' notice of their intent to do so.

- 12.14 Notwithstanding Clause 12.13, the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should they bid on a competition and be the successful candidate.
- 12.15 Such employees will retain their seniority, but shall not accrue further seniority during their leave of absence.
- 12.16 Upon reasonable notification, the Employer shall grant leave without pay to a Union Representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.
- 12.17 The Employer shall not be required to grant leaves without pay under clauses 12.06, 12.07, and 12.10 for more than a total of fifteen (15) working days per fiscal year. All leaves without pay under Article 12 must be requested with 2 weeks advance notice where possible.

Article 13
Check-Off

- 13.01 Effective the first of the month following the signing of this Agreement, the Employer shall, as a condition of employment, deduct membership fees from the pay of all employees in the Bargaining Unit, which will be deducted from each paycheque to the extent that earnings are available.
- 13.02 The Alliance shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 13.03 From the date of signing and for the duration of this Agreement, no employee organization, other than the Union, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 13.04 The amounts deducted in accordance with Clause 13.01 shall be remitted to the Comptroller of 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 his/her behalf.
- 13.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article, except for any claim or liability arising out of an error committed by the Employer.
- 13.06 The Employer agrees to identify annually on each employee's T4 slip the total amount of membership fees deducted for the applicable year.
- 13.07 Subject to religious objection as provided for under the Canada Labour Code membership in the union is a term and condition of employment

Article 14
Information

- 14.01 The Employer agrees to provide the Union on a quarterly basis with information concerning the identification of each employee. This information shall include the

name, address, job classification, rate of pay, social insurance number, and employment status of each employee. The Employer shall also indicate if any employees have been hired or transferred or whose employment has been terminated during the period reported.

- 14.02 The Employer shall notify the Union of all newly created classifications including its designation as to whether it is within or outside of the Bargaining Unit.

Publication of Agreement

- 14.03 The Employer and the Union will share equally all costs associated with the publication and distribution of this Agreement. The Union will facilitate the publication of this Agreement.
- 14.04 The Employer shall provide each new employee with a copy of this Agreement upon his/her appointment.

Article 15
Provision of Bulletin Board Space and Other Facilities

- 15.01 The Employer shall provide bulletin board space in its office clearly identified for exclusive Union use.
- 15.02 The Employer may make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.
- 15.03 The Employer shall make available to the Union and members of the Bargaining Unit a suitable meeting room to be used from time to time, subject to availability for the conducting of business relating to the Bargaining Unit.
- 15.04 The Employer will process any mail originating from the Union addressed to employees in accordance with the Employer's normal internal mail distribution system.

Article 16
Processing of Grievances

16.01 Complaint Stage:

- (a) The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. An employee must use the informal complaint stage within seven (7) calendar days of the action or event, which is the subject of the complaint unless the complaint is an alleged violation of Clause 9.04 by the supervisor in which case the employee may proceed directly to a formal grievance.
- (b) If the informal discussions do not produce an agreed upon resolution within fourteen (14) calendar days of the date of the notice given in Clause (a) above, or such further time as the employee and the supervisor may agree to, then the employee may file a formal grievance in accordance with Clause 16.06.

- 16.02 If he/she so desires, an employee may be assisted and/or represented by the Union at the complaint level and/or when presenting a grievance at any level.
- 16.03 An employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to his/her immediate supervisor who shall forthwith:
- (a) Forward the grievance in writing to the representative of the Employer authorized to deal with grievances at the appropriate level; and
 - (b) Provide the employee with a receipt stating the date on which the grievance was received by him/her.
- 16.04 (a) Subject to (b) following, an employee who feels that he/she has been treated unjustly or considers himself/herself aggrieved by any action or lack of action by the Employer, is entitled to present a grievance in the manner prescribed in Clause 16.03.
- (b) Where there is an alternative administrative or statutory process through which the employee is entitled to pursue a complaint, then the employee may choose between that alternative process and this grievance procedure. The employee is not entitled to a duplication of process.
- 16.05 Except as otherwise provided in this Agreement, a formal grievance shall be processed by recourse to the following steps:
- (a) Level 1
Clinical Director (if they are the direct supervisor)
 - (b) Level 2
Executive Director
- 16.06 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure, subject to Clause 16.02.
- 16.07 An employee may present a grievance to the First Level of the procedure, in the manner prescribed in Clause 16.03 not later than twenty (20) working days after the date on which the final response on the complaint stage is received or on which he/she is notified orally or in writing or on which he/she first becomes aware of the action or circumstances giving rise to the grievance.
- 16.08 An employee may present a grievance at each succeeding level in the grievance procedure beyond the Complaint Stage either:
- (a) Where the decision or settlement is not satisfactory to him/her, within fifteen (15) working days after that decision or settlement has been conveyed in writing to him/her by the Employer; or
 - (b) Where the Employer has not conveyed a decision to him/her within the time prescribed in Clause 16.11, within fifteen (15) working days from the date the Employer's response was due.

- 16.09 The Employer shall normally reply to an employee's grievance at Level 1 and Level 2 of the grievance procedure within twenty-one (21) calendar days after the grievance is presented.
- 16.10 Where an employee has been represented by the Union in the presentation of his/her grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 16.11 Where the provision of Clause 16.02 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the recipient. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his/her grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.
- 16.12 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Union representative.
- 16.13 Where it appears that the nature of the grievance is such that a decision cannot be given below the final level of authority, Level 1 may be eliminated by agreement between the Employer and the employee, and, where applicable, the Union.
- 16.14 Except as provided in Clause 17.10 (b), an employee may, by written notice to his/her immediate supervisor, abandon a grievance.
- 16.15 Any employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond his/her control, he/she was unable to comply with the prescribed time limits.
- 16.16 No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his/her grievance or refrain from exercising his/her right to present a grievance, as provided in the Collective Agreement.
- 16.17 Where an employee has presented a grievance, and the grievance has not been dealt with to the employee's satisfaction, he/she may refer the grievance to arbitration in accordance with the arbitration procedure specified in this Agreement.
- 16.18 In Article 16 all references to "day" or "days" means calendar day or days and five (5) working days equals (7) calendar days or a calendar week.
- 16.19 Mediation
- (a) The union may make a written request for mediation within 10 days of receiving the Level 1 decision.

- (b) 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.
- (c) 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.
- (d) 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.
- (e) The employer and the union shall each pay one half of any fees or expenses related to mediation.
- (f) If the mediation is successful, the mediator shall write down the terms of settlement and deliver them to the parties.
- (g) If the mediation is unsuccessful, the mediator shall confirm this in writing, and forward it to the parties.
- (h) 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 (g) above, and if this date is different for each party, the later date.

Article 17
Arbitration Procedure

- 17.01 A party dissatisfied with the outcome of the grievance procedure may refer the matter to arbitration provided that the reference is made within thirty (30) calendar days from the date on which the grievance decision was given.
- 17.02 Any arbitration arising out of this Agreement shall be conducted before a single arbitrator mutually agreed to by the parties.
- 17.03 A reference to arbitration shall be made in writing to the other party. The reference shall provide the name, address and telephone number of the referring party's representative. The reference will also include a list of at least three names of persons proposed for the selection of an agreed upon arbitrator.
- 17.04 Within fourteen (14) days of receiving the reference to arbitration, the responding party will, in writing, acknowledge receipt of the reference to arbitration and provide the name, address and telephone number of its representative. The acknowledgment will also either confirm agreement for one of the proposed arbitrators, or propose a list of three names of alternative arbitrators.
- 17.05 If the parties have not agreed to an arbitrator within fourteen (14) days of receipt of the written acknowledgment, either party may, pursuant to the Canada Labour Code, request the Minister of Labour to make an appointment.

- 17.06 The arbitrator shall have the authority and powers conferred by the Canada Labour Code, including the authority to determine whether a matter is arbitrable under this Agreement. The arbitrator shall not have the authority to change, modify or alter any of the terms of this Agreement. This does not preclude the arbitrator from substituting a lesser penalty in discipline matters, or reinstating a discharged employee.
- 17.07 The award of the arbitrator is final and binding upon the parties.
- 17.08 Each party shall also pay one-half (1/2) of the fees and expenses of the arbitrator. The parties are each responsible for their own costs associated with engaging outside counsel and calling witnesses who are not employees of the Employer.
- 17.09 The time limits stipulated in this procedure may only be extended by mutual agreement between the parties.
- 17.10 (a) An employee must obtain the approval of the Union and be represented by the Union before a grievance can be referred to arbitration with respect to the application or interpretation of this Collective Agreement.
- (b) A grievance referred to arbitration can only be withdrawn by the employee with the prior approval of the Union.

Article 18
Designated Paid Holidays

- 18.01 (a) The following days are designated paid holidays for employees:
- (i) New Year's Day
 - (ii) Heritage Day
 - (iii) Good Friday
 - (iv) Easter Monday
 - (v) Victoria Day
 - (vi) Canada Day
 - (vii) Discovery Day
 - (viii) Labour Day
 - (ix) Thanksgiving Day
 - (x) Remembrance Day
 - (xi) Christmas Day
 - (xii) Boxing Day
- (b) Any day proclaimed by the Government of Canada as a National Holiday or the Yukon Territorial Government as a General Holiday other than a designated paid holiday mentioned in Clause 18.01 (a) above, shall be proclaimed as a designated paid holiday.
- (c) Where the Government of Canada or the Yukon Territorial Government changes the name of a designated paid holiday mentioned in Clause 18.01 (a) above, the former title shall be deemed to be deleted and the new title of the National Holiday shall be deemed to be inserted into the Collective Agreement.

18.02 Holiday Falling on a Day of Rest

When a day designated as a holiday under Clause 18.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his/her day of rest, or the employee may request and will be given another day off at a mutually agreed date.

18.03 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 18.02:

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

18.04 Designated Paid Holidays

Clause 18.01 (granting of designated holidays) does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated paid holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 12 (Time Off for Union Business), and in respect to whom the Union has certified that the employee was paid by the Union for Union business conducted on the working day immediately preceding and the working day immediately following the designated holiday.

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

18.06 Designated Paid Holiday

An employee required to work on a designated paid holiday shall be compensated for hours worked at the rate of time and one-half. Such overtime shall be taken as time off in lieu.

Article 19
Leave – General

19.01 When the Employer rejects an employee's application for leave the reasons for the rejection shall be provided to the employee in writing forthwith.

19.02 An employee's request for any leave will be responded to by the Employer within a reasonable period of time.

Article 20
Vacation Leave

20.01 Vacation Leave

- (a) An employee is entitled to take vacation leave with pay, provided the employee has earned vacation leave credits.
- (b) An employee shall have his/her anticipated yearly vacation leave credits advanced April 1st of each year. The parties agree that should an employee take unearned vacation and not return to the employment of the Employer or return but not long enough to earn the already taken vacation, the Employer has the right to recover the monies from any monies owing the employee.
- (c) An employee who has received pay from the Employer for at least ten (10) days in a calendar month shall earn vacation leave credits for that month as per 20.02.

<u>Years of Service</u>	<u>Vacation Entitlement</u>	<u>Monthly Accrual Rate</u>
Less than 5 years	20 working days	1.67 days
5 years or more	25 working days	2.08 days

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

20.04 Employees are required to take their vacation leave during the year in which it is earned. In extraordinary circumstances and with the approval of the supervisor, vacation may be carried over, but must be used in the following fiscal year.

20.05 Granting of Leave

- (a) The Employer shall make every reasonable effort to grant to an employee, who has completed their probation, the period of vacation leave requested by him/her, subject to operational requirements, provided the employee has completed the appropriate vacation leave application form and submitted it to the Employer.
- (b) The Employer will reply to an employee's written authorized vacation leave request in (a) above, as soon as practicable with respect to the approval or disapproval of the request for vacation leave, and in any event, within three (3) weeks of the date of receiving the employee's written request. Where the Employer alters or disapproves the vacation leave request, the Employer shall give reasons in writing for such alteration or disapproval if requested in writing by the employee.
- (c) An employee whose period of vacation leave has been authorized, but due to operational requirements is subsequently denied, shall be reimbursed for non-refundable deposits forfeited as a result.

Article 21
Wellness Leave

- 21.01 Employees shall earn 1.75 days of wellness leave credits for each month they received at least ten (10) days' pay from the Employer, to a maximum of 120 days. Effective April 1, 2010, the above entitlement will increase to 2.0 days.
- 21.02 Employees absent due to illness or injury must notify their supervisor prior to the start of their absent day. Employees will also notify their supervisor when they return to work.
- 21.03 Medical substantiation shall be required for sick leave of three (3) days or more in duration or where an employee has a poor attendance pattern.
- 21.04 Employees may use up to six (6) days of leave under this article for purposes of bereavement, dealing with the illness of a family member, or marriage.
- 21.05 Employees may use wellness leave under this article for periods of up to a maximum of one-half (1/2) day for medical, dental, optometrist, and chiropractor appointments, when it is not possible for the employee to arrange such appointments outside her/his normal hours of work.
- 21.06 Employees may use wellness leave under this article on the birth or adoption of their child up to a maximum of one (1) day; the one (1) day may be taken within thirty (30) days of the birth or adoption of the child.
- 21.07 Employees may use up to one (1) day under this article, every two (2) months, for purposes of personal leave. Employees shall request such leave, in writing, with as much notice as possible. Approval of such leave shall be based on operational requirements. The Employer shall make every effort to approve such leave.
- 21.08 Employees may use up to two (2) days under this article if they are required to travel to centres outside the Yukon for medical treatment. Prior to this travel time being granted, a doctor's certificate shall be submitted stating that the referral is necessary for the treatment to the employee.
- 21.09 For purposes of this Article, a spouse will be defined as a person to whom an employee is legally married or a person with whom an employee has an exclusive relationship for more than twelve (12) months and whom has been identified in writing to the employer as the employee's spouse, regardless of gender.
- 21.10 Employees shall use their Wellness Leave Entitlement to cover the period between the Christmas and New Years Shutdown period.

Article 22
Court Leave

- 22.01 Leave of absence with pay shall be granted to every employee, who has completed one (1) year of service, other than an employee on leave of absence without pay, laid off or on suspension, who is required:
- (a) to serve on a jury, including a jury selection process; or
 - (b) by subpoena or summons to attend as a witness in any proceedings held:
 - (i) in or under the authority of a court of justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate, or coroner;
 - (iii) before the Senate or House of Commons of Canada, or a committee or commission of the Senate or House of Commons, otherwise than in the performance of the duties of his/her position;
 - (iv) before the Legislative Assembly, or any committee or commission thereof that is authorized by law to compel the attendance of witnesses before it;
 - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;
 - (c) Notwithstanding any provisions of this article, the Employer may deduct from the regular pay of the employee any remuneration received by him/her as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred for such duty.

Article 23
Parental, Adoption and Pregnancy Leave

- 23.01 After completion of one (1) year of continuous employment, an employee shall be granted Pregnancy Leave without pay for a period not exceeding thirty-seven (37) weeks. Pregnancy Leave may begin before, on or after the expected date of termination of pregnancy ending no later than thirty-seven (37) weeks after the date of the termination of pregnancy. If the natural mother is also taking Parental Leave without pay, in addition to Pregnancy Leave, the leave must end no later than fifty-two (52) weeks after termination of pregnancy.
- 23.02 The employee shall notify the Employer in writing at least four (4) weeks prior to the date of termination of pregnancy that she wishes to take leave, except in extenuating circumstances such as pregnancy complications or premature birth and shall provide to the Employer a medical certificate certifying pregnancy.

- 23.03 After completion of one (1) year of continuous employment, an employee shall be granted Adoption leave without pay for a period not exceeding thirty-seven (37) weeks and shall also be granted fifteen (15) weeks Parental Leave without pay.
- 23.04 The employee shall notify the Employer, in writing, at least four (4) weeks prior to the commencement of the Adoption leave, except in extenuating circumstances such as the sudden coming into care of an adopted child. The employee shall also provide to the Employer a copy of the adoption certificate or custody papers.
- 23.05 An employee is entitled to Parental leave without pay, if the employee:
- (a) has been employed by the Employer for one (1) continuous year;
 - (b) has submitted a written request for leave at least four (4) weeks prior to commencement of such leave;
 - (c) will remain at home to care for a newborn or newly adopted child; and
 - (d) makes a Statutory Declaration that the child is a bona fide dependant of the employee and resides with the employee.
- 23.06 Parental leave to a total maximum of thirty-five (35) weeks may be taken by either parent or by both parents, and is also available to adoptive parents.
- 23.07 Employees may remain on group benefits under this Article by paying the full cost of the premiums themselves.

Article 24 **Prepaid Leave Plan**

- 24.01 The purpose of the Prepaid Leave Plan is to afford employees the opportunity of taking a leave of absence for a period of up to one (1) year and through deferral of their salary, finance the leave. Prepaid leave will be negotiated on a case-by-case basis.

Article 25 **Professional Development**

It is important for Many Rivers Counselling and Support Services to maintain high quality professional services. A major contributing factor to the maintenance of this quality is the professional and educational training of staff.

- 25.01 Employees shall be entitled to ten (10) days of professional development leave credits. Such leave must be used in the fiscal year it is earned or it will be forfeited.
- 25.02 Employees employed outside of Whitehorse shall receive **up** to two (2) paid days per year for travel to access professional development, plus travel expenses.
- 25.03 Professional development may include workshops, conferences, seminars, courses, external consultation, or self-directed training.

- 25.04 Employees shall request professional development leave in writing, with as much notices as possible. Such leave shall be approved if it is directly related to agency work, subject to operational requirements.
- 25.05 When the agency requires a staff member to attend a specific event, the agency will grant salary and expenses in accordance with Article 48.
- 25.06 Up to three (3) days from the credits in 26.01 will be delivered or directed by the Employer.
- 25.07 Employees will be reimbursed for receipted professional development leave expenses up to a maximum of \$350.00 per fiscal year. Such expenses shall be approved if they are directly related to agency work.

Article 26
Workers' Compensation

- 26.01 All employees shall be covered by the provisions of the Workers' Compensation Act.
- 26.02 Employees shall receive directly from the Workers' Compensation Board any wage loss benefits to which they may be entitled. While an employee is in receipt of wage loss benefits, statutory holidays and vacation will not accrue. However, unused vacation credits accrued in previous years shall not be lost as a result of this article.

Employees who qualify for wage loss benefits shall not have their employment terminated during the compensable period, except for just cause.

- 26.03 Where an employee has been granted sick leave, and is subsequently approved for WCB leave for the same period, any sick leave credits used shall be reinstated to the employee.
- 26.04 While on WCB leave, the employee shall remain a member of the bargaining unit and shall not accrue leave with pay, or take leave with pay.
- 26.05 In the event that an employee is unable to perform her/his duties as a result of a personal injury suffered while off duty, but related to the performance of her/his job duties, the Employer and union will meet to discuss reasonable terms of assistance for the employee.

Article 27
Leave of Absence Without Pay

- 27.01 After completion of three (3) years of continuous employment, employee may request leave without pay and without benefits for periods of 12 months or more. Such requests will not be unreasonably withheld.
- 27.02 An employee on a leave of absence shall confirm in writing at least three (3) months before his/her leave is over that he/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 his/her intentions. If

the employer cannot contact the employee, his/her employment is deemed to terminate on the date on which he/she should have contacted the employer.

Article 28 **Hours of Work**

- 28.01 The standard hours of work for full-time employees shall average 37.50 hours per week, or 7.5 hours per day, on a straight time basis over a designated 8-week averaging period.
- 28.02 Hours of work will be recorded on the computerized designated form on a daily basis. Time sheets will be signed and submitted to the Supervisor for signing every two weeks in accordance with the payroll schedule for signing.
- 28.03 Employees will not work more than 300 hours in the designated 8-week averaging period, including travel time. Hours worked over 320 in the 8 consecutive week period shall be considered overtime and paid at time and one-half (1.5x). Overtime shall be taken as time off in-lieu at a time agreed to by the supervisor and the employee. Overtime carried over from the 8-week period must be used up by March 31st of each budget year. This amount will be paid out by the payday immediately preceding the end of March at time and one-half (1.5x) the employee's hourly rate of pay.
- 28.04 (a) The employee will provide the Supervisor, in writing, their best estimate of their work assignments and daily hours for the 8-week period at least one week prior to the beginning of the 8-week period. The Supervisor may request a meeting to discuss any operational issues or concerns upon review of the above 8-week work estimate, in consideration of client needs and service standards, prior to approving the work estimate. Such approval shall not be unreasonably withheld. Employees shall make every reasonable effort to update the work estimate in a timely manner.
- (b) The Employer acknowledges that there will be variances from the estimate based on operational need, and the employee will be allowed to flex these hours off, in a timely manner based on operational needs.
- (c) In the event an employee has accrued 15 hours of lieu time during the 8-week period, a meeting between the Supervisor and the employee shall take place to develop a plan for the usage of such lieu time during the remaining period of 8 weeks. Such plan will take into consideration the employee's needs, operational requirements, and anticipated additional lieu time. The plan may also include a carryover to the next 8-week period where reasonable efforts on the part of the employee and the Supervisor cannot balance the lieu time to 0.
- 28.05 Time off in lieu of overtime shall be approved in advance by the Supervisor or designate, subject to operational requirements and at a time convenient to both the employee and the employer.
- 28.06 In addition to the above, employees shall have their flex time balanced to 0 for all days between March 1st and March 31st of each fiscal year.

28.07 Rest Periods

The employee shall be entitled to two paid rest periods per day of fifteen (15) minutes duration.

28.08 Meal Breaks

The employee shall be entitled to an unpaid lunch period or a meal break.

Article 29
Pay

29.01 Employees shall be paid on a biweekly basis with pay days being every second Thursday.

29.02 Where **paycheques**, pay stubs, T4 information slips, and any other employee – specific pay and benefit items are distributed to employees at their place of work, they shall first have been placed in an envelope. Pay stubs shall show the employee's name, the pay being paid, the particulars of wages, allowances and benefits paid, the deduction taken from the pay, and the employee's net pay.

29.03 When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis for at least five (5) consecutive working days, he/she shall be paid acting pay calculated from the date on which he/she commenced to act as if he had been appointed to that higher classification level for the period in which he/she acts.

Article 30
Pay for Travel on Behalf of Employer

30.01 When an employee is required to travel at the request of the Employer, he/she shall be paid for actual travelling (including airport check-in and check-out), as though he/she was at work, up to a maximum of 7.5 hours per day.

Article 31
Vacancies, Job Postings, Promotions and Transfers

31.01 Every vacancy for positions expected to be of more than three (3) months duration and every **newly-created** position shall be posted on the Union notice board. The job posting shall state the **job** classification, rate of pay and required qualifications of the job. An employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting. The parties recognize the value of staffing vacancies from within.

31.02 In choosing between candidates the Employer shall select the most qualified candidate. Qualifications are to be determined based on the following criteria as required by the position:

(a) knowledge;

(b) skills/abilities;

- (c) education;
- (d) experience;
- (e) work performance;

When **two** or more candidates are relatively equal, seniority shall be the governing factor.

- 31.03 No employee shall be transferred to a position inside or outside the Bargaining Unit without his/her consent. If an employee is transferred to a position outside the Bargaining Unit, he shall retain his/her seniority accumulated up to the date of transfer, for three (3) months, but will not accumulate further seniority.
- 31.04 Probationary employees shall not be eligible to participate in job competitions.

Article 32
Job Descriptions

- 32.01 When an employee is **first** hired or when an employee is reassigned to another position in the bargaining unit the Employer shall, before the employee is assigned to that position, provide the employee with a current, accurate written Job Description of the position to which he/she is assigned.
- 32.02 Upon written request, an employee shall be given a current, accurate written Job Description of his/her position or any other bargaining unit position.

Article 33
Classification

- 33.01 During the **term** of this Agreement, if a new or significantly revised classification is implemented by the Employer, the Employer shall, before applying the new or significantly revised classification, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or significantly revised classification to the Union, the Employer may withdraw the proposed classification and may resubmit their proposal, or the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 33.02 Subject to this section, the rate of pay for a person appointed to a position with the Employer, whether it be an initial appointment or a promotion, shall be the minimum rate of pay for the range of that position unless otherwise authorised by the Executive Director.

Article 34
Employee Performance Review and Employee Files

Employee Performance Review

- 34.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss and then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his/her performance appraisal.
- 34.02 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his/her career development goals.
- Employee Files**
- 34.03 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 34.04 Upon written request of an employee the personnel file of that employee shall be made available for his/her examination at reasonable times in the presence of an authorized representative of the Employer.
- 34.05 The Employer agrees that there will be only one personnel file kept for each employee.

Article 35
Contractin Out

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

Article 36
Seniority

- 36.01 Seniority is defined as the length of service with the Employer and shall be applied on a bargaining unit wide-basis unless otherwise agreed in this Agreement. Seniority will be maintained but not accumulated for unpaid leaves, except Pregnancy, Adoption, Parental and Worker's Compensation Leave.
- 36.02 A newly hired employee shall be on probation for a period of six (6) months. With notification and reasons to the union in writing the probation may be extended for a further three (3) months. During the probationary period the employee shall be entitled to all rights and benefits of this Agreement, except where his/her rights are otherwise limited by this Agreement.
- 36.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be kept current, a copy of which shall be posted on the bulletin board, and shall be sent to the Union every six (6) months.

Article 37
Layoff and Job Security

- 37.01 In the event of lay-off, employees shall be laid off in reverse order of their seniority within their job classification.
- 37.02 Employees will be given notice of layoff or pay in lieu of notice as follows:

<u>Length of Service</u>	<u>Notice</u>
After 6 months	1 week
After 1 year	2 weeks
After 3 years	3 weeks
After 4 years	4 weeks
After 5 years	5 weeks

- 37.03 A laid off regular employee may displace the most junior employee in an equal or lower classification previously held by the laid off employee, provided he/she is qualified and able to perform the duties of the position.
- 37.04 (a) Employees shall be recalled to their former classification in order of seniority.
- (b) Laid off employees failing to report for work within seven (7) calendar days of the date of receipt of notification by registered mail shall be considered to have abandoned their employment. Employees required to give two (2) weeks notice to another employer shall be deemed to be in compliance with the seven (7) day provision. Employees who have completed their probation, shall have recall rights for twelve (12) months and then will be terminated.
- (c) Employees subject to termination under this Article or a probationary employee laid off shall not be subject to the repayment provisions of Article 49 – Relocation Expenses.
- 37.05 No new employees shall be hired within a job classification until those laid off from the same job classification have been given the opportunity of recall.

Article 38
Discharge and Discipline

- 38.01 The principle of progressive discipline is recognized by both parties.
- 38.02 Where an employee is to be disciplined, the Employer shall notify the employee in advance. Prior to the meeting, the Employer will notify the employee of his/her right to have a Representative of the Union in attendance. The reasons for the discipline shall be provided to the employee in sufficient detail that the employee may defend himself/herself against it.

- 38.03 When circumstances are such that the Union Representative was not available or the employee did not request the attendance of a Union Representative, the Employer shall notify the appropriate Union Representative when discipline occurs.
- 38.04 Discipline, including dismissal, shall be subject to just cause.
- 38.05 The Employer agrees not to introduce **as** evidence in the case of disciplinary action any document from the **file** of an employee, the existence of which the employee was not made aware by the provision of a copy thereof.

Article 39
Labour-Management

- 39.01 The parties recognize the mutual benefits to be derived from joint consultation and will consult on matters of common concern.
- 39.02 The Labour-Management Committee shall be comprised of four **(4)** members: two **(2)** from the Bargaining Unit and two (2) from the Employer with each party choosing their respective representatives.
- 39.03 The Labour-Management Committee will meet any time at the request of either party, but in any event will meet at least once every six **(6)**months.
- 39.04 Time spent participating in the Labour-Management Committee by a bargaining unit member shall be considered time worked:
- 39.05 The Employer agrees to notify a union representative on the Labour-Management Committee, in writing, prior to implementation of new or revised policies/procedures related to terms and conditions of employment.

Article 40
Safety and Health

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

Safety Act and Regulations

- 40.02 The Employer shall make available to all employees any Employer policies pertaining to safety and health.

Right to Refuse Dangerous Work

- 40.03 (a) Pursuant to Section 14(1) of the Yukon Occupational Health and Safety Act, **as** may be amended from time-to-time, an employee may refuse to work or do particular work where the employee has reason to believe that:

- (1) the use or operation of a machine, device or thing constitutes an undue hazard to that employee or any other person, or
 - (2) a condition exists in the workplace that constitutes an undue hazard
- (b) Where an employee refuses to work or do particular work under paragraph (a) above, the requirements of Sections 14 and 15 of the **Occupational Health and Safety Act**, as may be amended from time-to-time, will be followed.
- (c) Pending the investigation and decision of the Safety Officer pursuant to Section 15 of the **Occupational Health and Safety Act**, as may be amended from time-to-time, no employee shall be assigned to use or operate the machine, device or thing or to work in the workplace or the part thereof that is being investigated, unless the employee to be so assigned has been advised of the other employee's refusal and the reason for it.

First Aid

- 40.04 The Employer will offer Safety First Aid courses to all employees required to hold certificates pursuant to the **Safety Act**, including refresher courses required to maintain a valid certificate, at the Employer's expense. Employees taking first aid training shall be granted leave with pay for the duration of the courses.
- 40.05 The Employer will provide and maintain in good condition first aid kits in appropriate locations on the Employer's premises.

Protective Clothing and Equipment

- 40.06 The Employer will provide all protective clothing and equipment as required under the Safety Act.

Occupational Health Examinations

- 40.07 Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner the employee shall be granted leave with pay to attend the examination. All examination costs will be the responsibility of the Employer.
- 40.08 The employee shall have access to all occupational health information resulting from or related to his/her occupational health examination, and such information shall be maintained in a confidential manner and retained within the medical community.

Article 41 **Technological Change**

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

Article 42
Travel Expenses

42.01 When the Employer requires an employee to travel on behalf of the Employer, employees will be reimbursed as follows:

- (a) Mileage at 51 cents per kilometre when using the employee's vehicle
- (b) Actual receipted hotel costs
- (c) Up to \$50 in receipted expenses if staying in private, non-commercial accommodations
- (d) Meal Allowances:
 - (i) Breakfast.....\$12.00
 - (ii) Lunch.....\$17.00
 - (iii) Dinner.....\$30.00
- (e) Incidental allowance of \$6 for overnights only.

Article 43
mun Allowance

43.01 Employees employed outside of Whitehorse shall receive the following community allowances:

Haines Junction	\$1,000 and 1.5 travel days per quarter
Watson Lake	\$1,400 and 2 travel days per quarter
Dawson City	\$1,800 and 2 travel days per quarter

43.02 Travel bonus days shall not be carried over from one fiscal year to the next and will be forfeited.

Article 44
Retirement Savings

44.01 Effective October 1, 2009, employees who have completed one (1) year of service may contribute up to three percent (3%) of gross earnings to the RRSP matching program. The Employer will match employee contributions to a maximum of three percent (3%).

Article 45
Group Benefit Program

45.01 The Employer will continue the following group benefit programs:

- Chamber of Commerce Group Insurance Plan Policy #: 55961
- Great West Life Policy #: 233710
- EAP Policy up to a maximum of \$500.00

Article 46
Yukon Bonus

46.01 After completion of two (2) years of service and on each subsequent anniversary date, employees shall receive a Yukon Bonus of \$2,042.

- 46.02 An employee who has received their Yukon Bonus, and is laid off or has resigned prior to their next anniversary date will have their Yukon Bonus prorated for the days worked since his/her last anniversary date.

Article 47
Social Justice Fund

- 47.01 On April 1st of each year, the Employer will contribute \$250 to the PSAC Social Justice Fund.

Article 48
Re-opener of Agreement and Mutual Discussions

Re-opener of Agreement

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

Mutual Discussions

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

Article 49
Relocation Expense

- 49.01 The Employer will reimburse for receipted relocation expenses up to five thousand dollars (\$5,000) for new employees. This may include airfare/gas, accommodations and cost of shipping.
- 49.02 The employee must obtain two (2) quotes for shipping expenses.
- 49.03 If the employee does not complete two (2) years of employment, the relocation expenses will be recovered on a prorated basis.

Article 50
Duration and Renewal

- 50.01 The term of this Agreement shall be from January 14th, 2009 to December 31st, 2011.
- o Jll
- 50.02 Notwithstanding Clause ~~50.01~~, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 16, shall remain in effect during the negotiations for its renewal, and until either a new Collective Agreement becomes effective, or until the provisions of Section 89(1) of the ***Canada Labour Code*** have been met.
- 50.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49 of the ***Canada Labour Code***.

50.04 Where notice to bargain collectively has been given under Clause 56.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

SIGNED in Whitehorse this _____ of _____, 2009, A.D.

**On behalf of
Many Rivers Counselling and
Support Services**

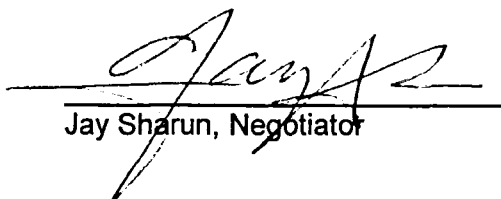


Marilyn Wolovick, Executive Director

**On behalf of
Public Service Alliance
of Canada**



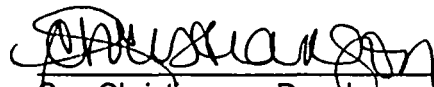
Penny Soderlund, Team Member



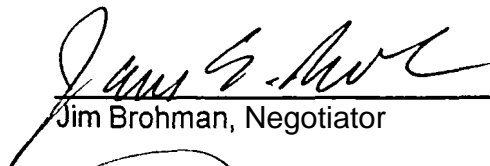
Jay Sharun, Negotiator

Michelle Rabeau, Team Member


Melanie Cole, Team Member



Sue Christianson, Developmental Representative



Jim Brohman, Negotiator



Jean-François, Des Lauriers
Regional Executive Vice President -
North

Schedule "A"
Rates of Pay

Classification	Effective Date						
	Level	January 14 2009	(1.2%) June 1, 2009	(1.5%) April 1, 2010	(1.5%) October 1, 2010	(1.5%) April 1, 2011	(1.5%) October 1, 2011
Administrative Assistant	A	38,534	38,996	39,581	40,175	40,777	41,389
	B	40,075	40,556	41,164	41,782	42,409	43,045
	C	41,678	42,178	42,811	43,453	44,105	44,766
	D	43,345	43,865	44,523	45,191	45,869	46,557
	E	44,249	44,780	45,452	46,133	46,825	47,528
Office Managers	A	49,145	49,735	50,481	51,238	52,007	52,787
	B	51,111	51,724	52,500	53,287	54,087	54,898
	C	53,155	53,793	54,600	55,419	56,250	57,094
	D	55,281	55,944	56,783	57,635	58,499	59,377
	E	56,660	57,340	58,200	59,073	59,959	60,859
Counsellor/Bachelor/ Family Ed/ Coordinator	A	54,254	54,905	55,729	56,565	57,413	58,274
	B	56,424	57,101	57,958	58,827	59,709	60,605
	C	58,681	59,385	60,276	61,180	62,098	63,029
	D	61,028	61,760	62,686	63,627	64,581	65,550
	E	62,636	63,388	64,339	65,304	66,283	67,278
Counsellor/ Master/ Doctorate	A	57,155	57,841	58,709	59,589	60,483	61,390
	B	59,442	60,155	61,057	61,973	62,903	63,846
	C	61,819	62,561	63,499	64,452	65,419	66,400
	D	64,292	65,064	66,040	67,031	68,036	69,057
	E	66,033	66,825	67,827	68,845	69,877	70,926

PAY NOTES

1. Employees shall move from one pay step to the next highest (i.e. A – B) subject to satisfactory job performance on their annual anniversary date of hire.
2. At ratification employees shall be placed on Schedule "A" based on their current salary level.
3. Retroactivity will only be paid to employees employed at ratification.

Letter of Understanding
Between the Public Service Alliance of Canada
And The
Many Rivers Counselling and Support
Services Society

RE: Policy Review

The parties agree to refer the following issues to the Labour-Management Committee for development and review as appropriate.

1. Code of Ethics
2. Conflict of Interest

The parties agree the Labour-Management Committee will meet within 90 days of ratification and make every reasonable effort to conclude their work within nine (9) months of the first meeting. The Labour-Management Committee will make recommendations to the parties as per Article 54 of the Collective Agreement.

LOU Contract Work


The Labour-Management Committee will discuss any issues related to maximizing the work of the bargaining unit and reducing the need to use outside contractors.

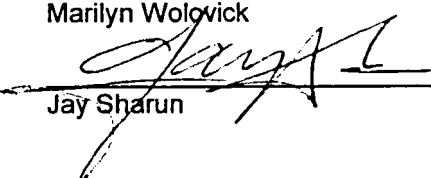
LOU Dealing with Complaints

The parties agree the following Policy of the Employer as initialled off during the First Collective Agreement Negotiations shall form part of the Collective Agreement. The parties further agree this Policy may be revised or amended by mutual agreement of the Labour-Management Committee.

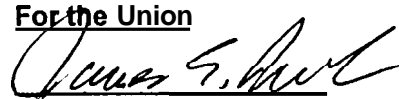
1. Dealing with Complaints

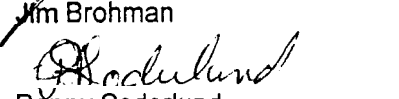
For the Employer


Marilyn Wolovick


Jay Sharun


For the Union


Jim Brohman


Penny Soderlund

Michelle Rabeau

Melanie Cole


Sue Christianson


Jean-Francois Des Lauriers
Regional Executive Vice President - North

Letter of Understanding
Between the
Public Service Alliance of Canada
And the
Many Rivers Counselling and Support
Service Society

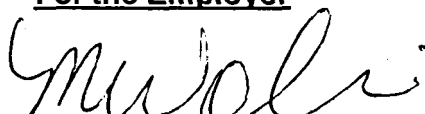
Re: Schedule "A" Amendment

The parties agree to amend Schedule "A" – Rates of Pay of the Collective Agreement between the parties effective October 8th, 2009 as follows:

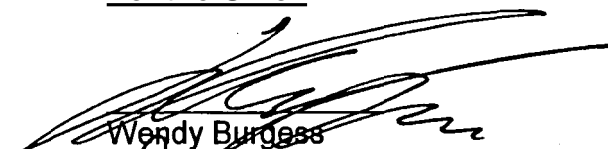
CLASSIFICATION	LEVEL	October	(1.5%)	(1.5%)	(1.5%)	(1.5%)
		8 th , 2009	April 1, 2010	October 1, 2010	April 1, 2011	October 1, 2011
Office Coordinator	A	47,620	48,334	49,059	49,795	50,542
	B	49,300	50,040	50,790	51,552	52,325
	C	51,000	51,765	52,541	53,330	54,130
	D	52,785	53,577	54,381	55,197	56,025
	E	54,868	55,691	56,526	57,374	58,235
Data Entry Clerk	A	36,754	37,305	37,865	38,433	39,009
	B	38,080	38,651	39,231	39,819	40,417
	C	39,440	40,032	40,632	41,242	41,860
	D	40,800	41,412	42,033	42,664	43,304
	E	42,152	42,784	43,426	44,077	44,738

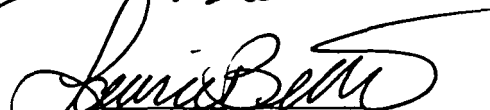
SIGNED this 9th day of November, 2009 at Whitehorse, Yukon.

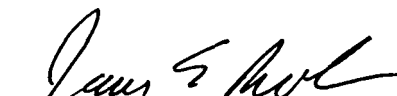
For the Employer


Marilyn Wolovick

For the Union


Wendy Burgess


Laurie Butterworth


Jim Brohman

38