

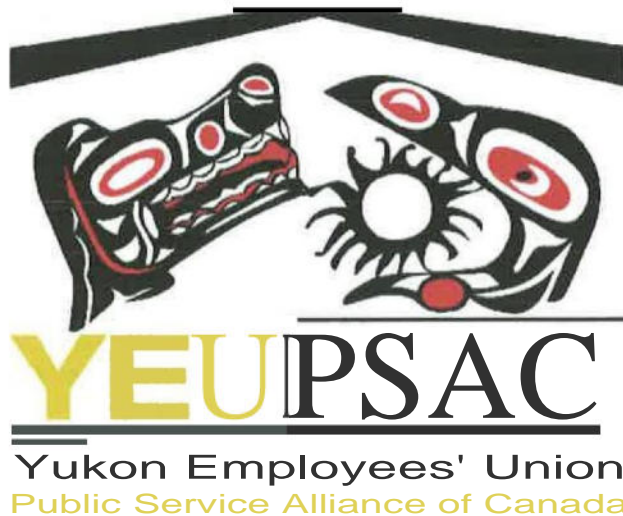
# Collective Agreement

**BETWEEN**

## **Help & Hope for Families Society**

*(Hereinafter referred to as the Employer)*

-AND-



*(Hereinafter referred to as the Union)*

*Effective Date April 1, 2018 - March 31, 2021*

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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) 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**

<b>afternoon shift</b>	- from 4:00 pm to 12:00 pm
<b>arbitration</b>	- hearing before a mutually agreed upon person who is authorized to deliver a final and binding decision respecting the matter in dispute
<b>bargaining unit</b>	- all employees described in the certificate issued September 11, 2013 by the Canada Industrial Relations Board covering employees of the Help and Hope for Families Society.
<b>bargaining unit work</b>	- work regularly done by any member of the bargaining unit
<b>classification</b>	- one of the positions identified in Schedule "A" of this agreement

<b>client</b>	- includes a resident, a former resident who is still receiving services from the Employer, any child of a resident while the child is receiving services from the Employer, and any person who is using the services of the Employer.
<b>conflict resolution</b>	- any of a number of voluntary processes by which staff, management and residents are encouraged and supported in resolving disputes or disagreements
<b>continuous employment /continuous service</b>	- uninterrupted employment with the Employer
<b>contract work</b>	- work other than bargaining unit work which is funded from sources outside the Employer's usual funding sources, unless otherwise agreed to by the parties.
<b>day</b>	- a calendar day, unless otherwise specified
<b>date of signing</b>	- October 2018
<b>day shift</b>	- from 8:00 a.m. to 4:00 p.m.
<b>employee</b>	- a member of the bargaining unit
<b>Employer</b>	- the Board of Directors on behalf of the Help and Hope for Families Society
<b>Executive Director</b>	- the person managing the Transition Home/Shelter services on behalf of the Employer who is excluded from the bargaining unit
<b>fiscal year</b>	April 1 <sup>st</sup> to March 31 <sup>st</sup>
<b>hearing</b>	- a structured opportunity for employee and Employer representatives to present information, evidence and documentation before a grievance officer or arbitrator, so that each side has the opportunity to hear and respond to the other, and the matter in dispute is fully explored

<b>hours worked</b>	- hours during which the employee is present at work, or on paid leave
<b>mediation</b>	- a voluntary process of discussion between the parties to a dispute aimed at achieving a mutually agreeable solution
<b>night shift</b>	- from midnight to 8:00 a.m.
<b>partner</b>	- the person with whom the employee lives as a couple, regardless of whether the person is the same sex or the opposite sex of the employee
<b>pay period</b>	- the two (2) calendar weeks preceding payday, commencing with the night shift on Saturday and ending with the evening shift on Friday
<b>position</b>	- employment in a specific job classification as per Article 14, and in a specific job category as per Article 13
<b>Union</b>	- the Public Service Alliance of Canada and/or the Yukon Employees' Union
<b>week</b>	- the seven day period commencing with night shift on Saturday and ending with evening shift on Friday.

**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 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, the employee 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) The employee is a member of a religious organization registered under the Income Tax Act;
  - b) The employees' religious organization prevents the employee from joining a Union or making financial contributions to a Union; and
  - c) The employee will make a contribution equivalent to membership dues to a registered charitable organization of the employee's choice

shall not be subject to the provisions of this Article.

- 5.03 Subject to Clause 5.02 above, membership in the Union shall be a condition of employment for all employees at all times.
- 5.04 The Union shall inform the Employer in writing of the authorized bi-weekly deduction to be checked off for each employee defined in Clause 5.01.
- 5.05 Deductions for Union dues shall only be made to the extent that earnings are available. Where an employee does not have sufficient earnings in any pay period to permit deductions, the Employer shall not make such deductions from subsequent salary.
- 5.06 No employee organization, as defined by the Canada Labour Code, other than the Union, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.
- 5.07 The amounts deducted in accordance with the Clause 5.01 shall be remitted to the Union by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on her behalf.
- 5.09 The Employer agrees to report the amount of Union dues paid by each Union member on their T-4 slip.

## **ARTICLE 6**

### **APPOINTMENT OF UNION REPRESENTATIVES**

- 6.01 The Employer acknowledges the right of the Union to appoint

employees as representatives.

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

## **ARTICLE 7**

### **TIME OFF FOR UNION BUSINESS**

- 7.01 If the requirements of clause 7.02 below are met, Union representatives appointed under Article 6 shall not suffer any loss of pay as a result of undertaking the following responsibilities on behalf of the Union during her regularly scheduled work time:
- a) investigating a grievance or complaint of an urgent nature;
  - b) meeting with management to deal with a grievance;
  - c) attending a meeting of the Labour-Management Relations Committee under Article 44, or any other meeting called by management;
  - d) attending an arbitration hearing under Article 32;
  - e) attending a hearing before the Canada Industrial 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 their immediate supervisor before leaving work to carry out any of the responsibilities listed in Clause 7.01, which permission shall not be unreasonably withheld.
- 7.03 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.

- 7.04 The Employer will grant leave without pay to a maximum of three employees for the purpose of attending contract negotiation meetings on behalf of the Union.

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

- 7.05 In addition to the leave without pay described in Clause 7.04, a Union representative may be granted up to 7 days leave without pay per fiscal year on the same terms set out in Clause 7.04 for the purpose of Union business or attendance at conferences or seminars. Subject to operational requirements and with prior authorization of the Employer and upon submission of a leave form, an employee may be granted additional leave without pay for a Union school and other Union training opportunities.

- 7.06 The Employer agrees to authorize a leave of absence without pay to an employee who is elected as President of the Yukon Employees' Union (YEU) subject to the following conditions:

- a) The authorized leave will be for the term of appointment designated by the Union to a maximum of three (3) years.

- b) Upon expiry of the term of office, the employee will assume the duties of the position held by the employee prior to the leave of absence. An employee who is re-elected for subsequent term(s) will be guaranteed a position at the same level held before the leave of absence.

- c) If the employee ceases to hold office, the employee will resume the position held prior to the leave of absence.

- d) The Union agrees to provide the Employer with one month's written notice of the commencement and termination of this leave of absence.

- e) During such leave of absence, no benefits under this agreement will

accrue or be paid by the Help and Hope for Families Society.

- 7.07 Employees who are on Union leave without pay under clauses 7.03 above shall remain on the Employer's payroll. The Union will reimburse the Employer for loss of gross salary upon billing by the Employer. Wherever possible the Union shall reimburse the Employer within 30 calendar days of receiving an invoice for loss of salary.

## **ARTICLE 8**

### **INFORMATION**

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

- 8.07 As part of orientation for new employees, the Employer agrees to provide for a thirty (30) minute meeting with a Union representative for the purpose of acquainting a new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Union.

## **ARTICLE 9**

### **BULLETIN BOARD SPACE**

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

## **ARTICLE 10**

### **JOB SECURITY**

- 10.01 There shall be no contracting out of bargaining unit work.
- 10.02 There shall be no lay-offs without Union approval on such terms as are negotiated between the Union and the Employer.
- 10.03 Notwithstanding clause 10.02 above, if the Employer faces a substantial reduction in funding, the parties shall reopen this agreement for the sole purpose of exploring process and/or options to explore a fair and reasonable way of managing the funding reduction. Failing agreement, the parties agree to submit the dispute to an interest arbitrator for a final and binding resolution pursuant to Article 32.
- 10.04 Persons whose jobs are not in the bargaining unit shall not work on any jobs included in the bargaining unit unless other staff is unavailable, or there is an emergency.
- 10.05 No employee shall be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of this agreement.
- 10.06 All rights, benefits privileges and working conditions of the employees at the time of certification shall continue so long as they are not inconsistent with this agreement, but may be changed by mutual consent of the Employer and the Union.

10.07 The Employer may use volunteers to assist bargaining unit employees in carrying out their duties, subject to the following conditions:

- a) volunteers shall not be used to replace bargaining unit employees;
- b) volunteers can only offer and provide services which are not in the job descriptions of bargaining unit employees; and
- c) prior approval of the Union when volunteer activity is anticipated.

## **ARTICLE 11**

### **NO DISCRIMINATION**

11.01 All employees, and the Employer, are entitled to work in an environment free of discrimination on the basis of their:

- a) ancestry, including colour and race
- b) national origin
- c) ethnic or linguistic background or origin
- d) religion or creed, or religious belief, religious association, or religious activity
- e) age
- f) gender, including pregnancy or pregnancy-related conditions
- g) sexual orientation
- h) gender identity
- i) gender expression**
- j) physical or mental disability
- k) criminal charges or criminal record
- l) political belief, political association, or political activity
- 1) marital or family status
- m) physical appearance or attributes
- n) source of income
- o) place of residence
- p) Union activity or membership, or
- q) actual or presumed association with others identified by the above characteristics.

11.02 It is discrimination to treat an employee or the Employer unfavourably because of one of the grounds set out above, unless there is reasonable cause to do so as defined in Section 10 of the Yukon Human Rights Act.

11.03 The Employer, the employees and the Union shall not engage m

discriminatory conduct in their dealings with each other.

- 11.04 It is the Employer's responsibility to promote a discrimination-free workplace and eliminate discrimination in the workplace as soon as the Employer is aware of it.
- 11.05 Disciplinary measures or grievances arising from discriminatory conduct will be handled as quickly and confidentially as possible. Any level of the grievance procedure may be waived by the employee if the person hearing the grievance is the subject of the complaint.
- 11.06 Special programs and employment equity programs designed to prevent or reduce disadvantage resulting from systemic discrimination are permitted in accordance with the Yukon Human Rights Act. Before implementing this type of program, the Employer will consult with the Yukon Human Rights Commission, the Labour-Management Relations Committee, and the Union.

## **ARTICLE 12**

### **WORKPLACE HARASSMENT**

- 12.01 All employees, and the Employer, are entitled to work in an environment free of workplace harassment.
- 12.02 Workplace harassment can take three forms: personal harassment, sexual harassment and abuse of authority. For the purposes of this agreement, these are defined as follows:
  - 1) Personal harassment is offensive conduct directed to an individual personally which undermines the employees' dignity and self-respect, and interferes with the ability to do their job or endangers their job. (Examples include racist or homophobic comments directed to an employee, disrespectful comments meant to undermine a person in the eyes of clients or other employees, etc.)
  - 2) Sexual harassment consists of sexual comments, gestures, bodily contact or display of pornography which is offensive and unwelcome to the recipient. (Examples include rape "jokes", unwanted sexual invitations, pornographic calendars, etc.)

3) Abuse of authority occurs when an individual uses the power of her position in the workplace to undermine, intimidate, threaten or coerce an employee or threaten her economic livelihood. (Examples include favouritism, denial of equal opportunities for training and promotion, inaccurate performance evaluations, etc.)

12.03 The Employer, the employees and the Union shall not engage in workplace harassment in their dealings with each other.

12.04 A single incident may constitute workplace harassment. It is not necessary that the conduct be ongoing.

12.05 It is the Employer's responsibility to promote a harassment-free workplace and eliminate workplace harassment as soon as the Employer is aware of it.

12.06 Disciplinary measures or grievances arising from workplace harassment will be handled as quickly and confidentially as possible. Any level of the grievance procedure may be waived by the employee if the person hearing the grievance is the subject of the complaint.

### **ARTICLE 13**

#### **POSITIONS AND HOURS OF WORK**

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

13.02 The job categories are:

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

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- 13.03 The Employer agrees not to hire term employees except to:
- a) fill a vacancy created by the leave of another employee;
  - b) fulfil the terms of a contract obtained by the Employer from outside its usual funding sources; or
  - c) fill a vacancy created by another employee taking a term position.
- 13.04 The Employer will develop a job description for each position in accordance with Article 15.
- 13.05 A monthly shift schedule will assign work to employees in a fair and equitable way. Casual employees shall be assigned approximately the same amount of work on the shift schedule based on their availability.
- 13.06 Staff meetings, other than emergency meetings, shall be noted on the shift schedule.
- 13.07 A copy of the shift schedule shall be made available to each employee at least 10 days prior to the end of the month.
- 13.08 Reasonable notice of any changes to the shift schedule will be given to any employees affected.
- 13.09 An employee who is not able to work a scheduled shift shall give at least four (4) hours' notice to the Employer. Leave pursuant to Article 35, Article 36 or circumstances beyond the employee's control only require a reasonable notice to the Employer. Employees who fail to provide the before mentioned notice(s) may be subject to discipline.
- 13.10 Up to three (3) shifts per month may be exchanged between employees who can substantially perform the duties required without prior permission of the Employer, as long as it does not result in increased cost to the Employer. All arrangements for the exchange of shifts are the employee's responsibility and shall be scheduled within the same calendar month.
- 13.11 If an employee wishes to exchange more than one consecutive shift, the Employer's permission must be obtained. This permission will not be unreasonably withheld.

## **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 the employee 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 the position.

## **ARTICLE 16**

### **OVERTIME**

- 16.01 For the purpose of this agreement, overtime means:
- a) in the case of a permanent full time employee or full-time term employee, hours of work in excess of eight (8) hours in a given twenty-four hour period, or forty (40) hours in the employee's normal workweek;
  - b) in the case of a permanent part-time employee or part-time term employee, hours of work in excess of the normal hours per day or per week worked by the employee unless employee requested in which case not to exceed eight (8) hours in a given twenty-four hour period or forty (40) hours in the employee's normal work week; and
  - c) in the case of a casual employee, hours of work in excess of eight

(8) hours in a given twenty-four hour period, or forty (40) hours in a given week.

- 16.02 The Employer recognizes that overtime is sometimes desired, and sometimes unwelcome. Subject to operational requirements, the Employer shall give the choice to take or refuse overtime work to employees on the basis of their seniority. If operational requirements necessitate a certain employee working overtime, the employee 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 their 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, the employee may liquidate their compensatory leave or carry it over to the next fiscal year at the employee's option.
- 16.07 Overtime worked, if less than a full hour, shall be compensated for each completed 15 minute period worked.
- 16.08 Overtime shall be authorized in advance by the Executive Director. Where operational requirements make this impractical, overtime may be authorized retroactively by the Executive Director.

## **ARTICLE 17**

### **TRANSPORTATION and MEALS**

- 17.01 Where an employee is requested by the Employer to use their personal vehicle for job-related purposes, the Employer will pay mileage at the

Yukon Territorial Government rate.

- 17.02 No employee shall be required, as a condition of employment, to own a vehicle or have access to one.
- 17.03 The Employer may require, as a condition of employment, that an employee holding a certain position maintain a valid driver's licence.
- 17.04 Where an employee is required to travel for work-related purposes, the Employer will pay that employee a meal and incidental allowance at the Yukon Territorial Government rate, such payment will be advanced by the Employer if requested by the employee.

## **ARTICLE 18**

### **PAY ADMINISTRATION**

- 18.01 The wage schedule covering all employees occupying positions shall be set out in Schedule "A", forming part of this agreement.
- 18.02 Employees shall receive equal pay for work of equal value.
- 18.03 The Employer shall pay wages bi-weekly in accordance with Schedule "A" on every other Friday. In the event of a payday falling on a designated holiday, the payday will be the last banking day before the holiday.
- 18.04 Pay shall be processed by direct deposit no later than 2:00 pm on payday, to an account specified by each employee. The employee may change their specified account for direct deposit by providing at least ten (10) calendar days' notice for the information to take effect.
- 18.05 The Employer will do everything within their control to provide employees with their pay statement no later than 2:00 pm on payday, showing the gross amount earned, itemized deductions, net amount payable and hours worked.
- 18.06 Upon request to the Executive Director and subject to seven (7) calendar days' notice, pay shall be processed to the extent that earned vacation credits are available.
- 18.07 At the Employer's discretion and upon reasonable notice, a pay advance based on hours worked and related pre-approved leave with pay may be

granted in extenuating circumstances such as family emergencies. Such requests shall be made in writing to the Executive Director.

- 18.08 Each employee is responsible for completing their own pay sheet clearly identifying time worked, leave taken, and compensatory leave or overtime earned, on the day prior to payday. Pay sheets will be authorized by the Executive Director or their replacement.
- 18.09 All absences for personal reasons during a scheduled shift (for all or part of a work day) must be reported to the Employer and recorded on the employee's pay sheet.

## **ARTICLE 19**

### **SEVERANCE BONUS**

- 19.01 For the purpose of this Article, an eligible employee is an employee who has worked for more than 10,000 hours with the Employer.
- 19.02 An eligible employee, other than an employee who receives a disciplinary discharge, shall receive a severance bonus upon termination of the employee employment.
- 19.03 Notwithstanding Clause 19.02, if the disciplinary discharge arises substantially because of the employee's inability to perform the duties of the job satisfactorily because of health reasons, the employee shall receive the severance bonus.
- 19.04 The amount of the severance bonus shall be one-half of the employee's average weekly pay for the twelve months ending the date of termination, multiplied by the number of completed years of continuous service, less any severance bonus previously received.
- 19.05 Employees with less than 10,000 hours of service will receive severance as per *Yukon Employment Standards Act*.

## **ARTICLE 20**

### **GENERAL HOLIDAYS**

- 20.01 The following days are general holidays with pay:
  - a) New Year's Day
  - g) Labour Day

- |                  |                     |
|------------------|---------------------|
| b) Heritage Day  | h) Thanksgiving Day |
| c) Good Friday   | i) Remembrance Day  |
| d) Victoria Day  | j) Christmas Day    |
| e) Canada Day    | k) Boxing Day       |
| f) Discovery Day |                     |

- 20.02 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.
- 20.03 All employees shall receive general holiday pay for a general holiday. The general holiday pay for a permanent full time employee or a full time term employee shall be their regular wages for 8 hours. General holiday pay for permanent part time employees, part-time term employees and casual employees shall be prorated using the number of hours worked by the employee in the previous two weeks ending on the Friday before the holiday in comparison to a full time employee.
- 20.04 If operational requirements necessitate an employee working on a general holiday, the employee 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 20.03 above.
- 20.05 Where a paid holiday falls on a day that is not a regular work day for a permanent full time employee, a full time term employee or a permanent part-time employee or part-time term employee whose normal work week is 4 or more hours per day Monday through Friday, the employee shall receive the next regular working day off in addition to general holiday pay.
- 20.06 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 or part-time term employee other than those described in Clause 20.05 above, the employee shall receive general holiday pay as per Clause 20.03 only.
- 20.07 Hours for which general holiday pay is received shall count as hours worked for the purposes of seniority and overtime.
- 20.08 By agreement between the Union and the Employer, a general holiday may be observed on a specific day other than the designated general holiday.
- 20.09 Notwithstanding anything in this Article, an employee is not entitled to

holiday pay if the employee is absent without pay on the regular working day immediately before and immediately after the holiday.

20.10 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 21**

### **WORKING WITH CLIENTS**

- 21.01 In this Article, a "client" includes a resident, a former resident who is still receiving services from the Employer, any child of a resident while the child is receiving services from the Employer, and any person who is using the services of the Employer.
- 21.02 No employee, the Employer or the Union shall discriminate against a client on any of the grounds set out in Article 11 without reasonable cause.
- 21.03 No employee, the Employer or the Union shall harass a client in any manner described in Article 12.
- 21.04 In providing services to clients, employees will:
- 1) adhere to any written ethical standards established by the Employer in consultation with employees;
  - 2) provide appropriate support to clients in their individual circumstances, following any specific written guidelines that may be adopted from time to time by the Employer;
  - 3) debrief client sessions, and seek input from other staff or the Executive Director where appropriate, make appropriate referrals to other services and agencies; and
  - 4) avoid socializing, or promoting social activity with clients outside the Transition Home's services that affects or has the potential to affect the employee's ability to provide non-judgmental, confidential service.
- 21.05 All employees and the Executive Director shall make informative written records and reports as required by the Employer.

## **ARTICLE 22**

### **CODE OF ETHICS**

#### **Preamble**

This code is established for the ethical administration of the Help and Hope for Families Society and for the provision of service to our clients. Policies which reflect this code shall be developed to ensure that this service is provided in a fair, equitable and consistent manner.

#### **22.01 Relationship with Clients**

- 1) Our primary obligations to provide confidential services without discrimination to any woman and child.
- 2) We will ensure that the women and children receive the services of the Society that each one may require with the fairness and respect that they deserve.
- 3) We recognize the needs of the child may be different from the needs of the mother and that we shall report cases of child abuse.
- 4) We have an obligation to inform the client of all services related to their situation.
- 5) Each staff member will ensure that the employee's personal values do not interfere with the service offered to any woman or child and that the staff member's personal information shall be shared only to benefit a client.
- 6) Any relationship between a staff or Board member and a client or a member of the client's family shall not prejudice the service to the woman or child.
- 7) Each staff member will act to ensure that the difference between professional and personal relationships with clients is understood and respected. (For example staff should avoid socializing, giving rides or performing favours for clients outside of paid hours of work at the Transition Home.) For one year after the last time the client has received services each staff member should also avoid sexual activities or intimate commitments with the client.



- 8) We will not take advantage of relationships with clients for personal or financial gain or the personal or financial gain of relatives, friends or co-workers (e.g. accepting gifts or soliciting clients).
- 9) We will not engage in any action that violates or diminishes the civil or legal rights of clients.
- 10) It is the employee's responsibility to bring an actual or apparent breach of the Code of Ethics to the attention of the Employer. The Employer is responsible for advising the employee if a breach of the Code of Ethics exists and how it may be managed to alleviate any damage to clients.

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

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

#### **22.03 Relationship with Staff and Board**

- 1) We will treat co-workers with respect, courtesy, fairness and good faith.
- 2) We will not speak about others in a negative way, whether they be present or not.
- 3) We will not exploit relationships with co-workers for personal gain or for the personal gain of friends and relatives.
- 4) We will be responsible for our own needs and self-care.
- 5) Each staff member shall co-operate with colleagues to promote

professional interests and concerns.

- 6) Staff members shall respect confidences shared in their working relationships and activities.
- 7) Staff members shall ensure that personal conflicts do not interfere with working relationships.
- 8) Outside interests should not cause ethical considerations unless the conduct brings the transition home, the Employer or a staff member into disrepute, impairs confidence, is contrary to a policy or constitutes illegal activity.
- 9) The staff will support the objectives of the Society as set out in the constitution of the Help and Hope for Families Society and the agreement negotiated from time to time between the Employer and the bargaining unit.
- 10) Each staff and Board member shall use the resources of the Society for the purposes of the Society.
- 11) Staff members shall adhere to the policies established to administer the Society.
- 12) The staff and Board will work together to promote an atmosphere of trust and mutual respect.

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

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

#### **22.05 Conflict of Interest with Work Outside of Help and Hope for Families Society**

From the signing of this agreement any staff person considering employment outside the Help and Hope for Families Society must advise the Employer prior to accepting employment. The Employer will assess whether any conflict of interest in relation to the Code of Ethics will exist. If so, reasons shall be provided in writing within five (5) working days and the Employer and employee will take steps to eliminate conflict. The Employer agrees to inform new employees of the provisions of this clause.

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

### **ARTICLE 23**

#### **PROBATIONARY EMPLOYEES**

- 23.01 A new employee, not including an employee promoted or transferred to another position under Article 28, shall serve a probationary period of 480 hours or 6 months, whichever is completed first.
- 23.02 Unless otherwise expressly stated, a probationary employee is entitled to all the rights and benefits of this agreement, including access to the grievance procedure.
- 23.03 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 their ability, and will make reasonable accommodation and provide reasonable assistance to the employee to do so.
- 23.04 Where a probationary employee is unable, or unlikely to be able, to meet the standards reasonably required by the Employer, the employee may be terminated with two days written notice, or pay in lieu of notice, together with written reasons for the termination.
- 23.05 After the successful completion of the probationary period, the employee shall be so informed in writing.
- 23.06 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.

## **ARTICLE 24**

### **SENIORITY**

- 24.01 Seniority is defined as the number of hours of continuous service with the Employer in any position(s) in the bargaining unit.
- 24.02 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.
- 24.03 Seniority terminates when an employee is dismissed and not reinstated, or when the employee resigns.
- 24.04 An employee is deemed to resign if:
- a) The employee fails to report to work or fails to return to work after a leave, and five scheduled shifts have passed and the employee 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.
- 24.05 A seniority list of employees, for the purposes of this agreement, shall include all employees in the bargaining unit as of the date of ratification of this collective agreement and employees hired since that date, whose seniority status remains. 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 25**

### **JOB PERFORMANCE EVALUATION**

- 25.01 Job performance evaluations shall be completed at the end of every employee's probationary period and annually thereafter.
- 25.02 The objectives of the job performance evaluation process are:
- 1) to evaluate the ability of the employee to carry out the tasks and

- responsibilities in their job description including the Code of Ethics;
- 2) to identify organizational barriers to performance;
  - 3) to provide meaningful feedback regarding the employee's job performance;  
and
  - 4) to coach for improved performance by clarifying expectations.

25.03 The Employer will provide an opportunity for the employee to attach comments regarding their personal evaluation of the employee's performance to the evaluation.

25.04 An employee may request a job performance evaluation at any time during their employment.

25.05 The employee performance evaluation shall also allow the employee to state the employee's career development goals.

25.06 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.

25.07 A final copy of the employee's performance evaluation shall be placed on the employee's personnel file, signed and dated by the employee indicating that the employee has had the opportunity to review and discuss it. An employee who disagrees with their performance evaluation may append an explanation to it for inclusion on the employee's personnel file.

25.08 The Employer will provide a copy of the performance evaluation to the employee upon request.

25.09 The parties agree to jointly develop changes to the job performance evaluation process through the Labour-Management Relations Committee, including amendments to the evaluation forms.

## ARTICLE 26

### PROMOTIONS AND TRANSFERS

- 26.01 Where the Employer wishes to create and fill a new permanent or term position, or to fill a vacancy in an existing position, the Employer agrees to hire from within the bargaining unit where possible, and will post a notice of the position in the Employer's business office and on the bulletin board provided in Article 9 for at least one (1) week, which may be concurrent with an anticipatory public posting or advertisement.
- 26.02 Clause 26.01 applies to all positions of the Employer, whether in the bargaining unit or not.
- 26.03 The notice shall specify the nature of the position, the minimum qualifications, the desired qualifications, the hours of work (including any shift work required), conditions of employment, and the pay rate or range.
- 26.04 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.
- 26.05 Subject to any employment equity program established in accordance with Article 11, the Employer will fill positions with the most qualified candidate.
- 26.06 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.

- 26.07 If two or more applicants are relatively equal based upon the factors above, seniority shall be the governing factor.
- 26.08 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.
- 26.09 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 26.01.
- 26.10 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 their 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 the employee 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 the employees' former position.
- 26.11 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.
- 26.12 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 26.11.

## **ARTICLE 27**

### **LAYOFF AND JOB SECURITY**

- 27.01 There shall be no lay-off of any employee during the life of this Agreement except for layoff resulting from lack of work or lack of funding.
- 27.02 In the event of layoff, employees shall be laid off in reverse order of their continuous service within their job classification.

- 27.03 The Employer shall give permanent employees excluding probationary employees who are to be laid-off three (3) months prior notice in writing of the effective date of lay-off, or award pay in lieu thereof.
- 27.04 Employees shall have bumping rights in accordance with their continuous service subject to the ability and qualifications to perform such jobs.
- 27.05 Employees shall be recalled within their job classification in the order of their continuous service, where jobs become available, provided they have the ability to perform such jobs. The Employer shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Employer advised at all times of their current address. The employee shall return to work within ten (10) working days from the time that the employee receives notice of recall unless, on reasonable grounds, the employee is unable to do so. Recall rights shall be relinquished after twelve (12) months.
- 27.06 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 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 three or more shifts in a row shall receive the salary for that position if it is higher than the employees' current salary retroactive to the first shift. An employee who accepts an acting assignment as Executive Director shall be compensated at a premium equal to eight percent (8%) of the current base hourly rate for the position of Office Coordinator.
- 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 three (3) months, the Employer shall give other employees an equitable opportunity to act in the position if they wish. A roster of qualified available employees shall be established on a seniority basis, with each employee having the opportunity to act in the position for an equitable part of the acting period.

## **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 violence against women, 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 Attendance at any training opportunity designated as essential shall be without cost to the employee, and without loss of pay or benefits.

29.07 Attendance at other training opportunities not designated as essential shall be on such terms as are determined by the Executive Director.

29.08 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 Union and 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 under Clause 30.07 and

before any disciplinary action is taken against an employee the Employer shall also inform the employee of their rights to have Union Representative present.

- 30.09 Where the Employer is contemplating suspension, demotion or dismissal for a disciplinary infraction, the Employer may suspend the employee for up to three (3) regular shifts with pay while deciding what disciplinary action is appropriate.
- 30.10 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 and the effective date it commences.
- 30.11 A copy of the notice shall be placed on the employee's personnel file, and a copy sent to the Union.
- 30.12 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.
- 30.13 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.
- 30.14 For permanent full time employees, the Employer will remove any notice of disciplinary action from the employee's personnel file once the employee has attained a 12 month period without further disciplinary action having been taken. For all other employees, the waiting period shall be 12 months, or 1000 hours worked, whichever is longer.
- 30.15 An employee shall have access to their personnel file upon request, in the presence of the Employer, and may have a copy of any document if the employee wishes.
- 30.16 If the employee consents in writing, the Union representative may have the same rights as the employee in Clause 30.15.
- 30.17 An employee who is found to have been unjustly suspended, demoted or dismissed shall receive all rights or benefits the employee 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 Where the Union chooses not to represent the grievor, and the grievance relates to disciplinary action taken against the employee (Article 30), discrimination against the employee (Article 11), harassment of the employee (Article 12) or a matter concerning an employee performance evaluation (Article 25), the employee may file the grievance on their own behalf. If so, all of the rights and obligations of the Union in Clause 31.04 through 31.15 apply to the employee. The employee shall not have access to the Level 4 grievance procedure.
- 31.04 A grievance is filed when delivered in writing to the Employer. No particular form is necessary as long as the document indicates it is a grievance under this Article, or in some manner indicates it is a formal grievance.
- 31.05 The Executive Director is authorized to receive grievances on behalf of the Employer. The Executive Director shall provide a receipt to the person delivering the grievance stating the date it was received.
- 31.06 A grievance must be filed within 14 calendar days after the cause of the grievance arose or 14 calendar days from the date upon which the grievor became aware of the cause of the grievance.
- 31.07 Unless otherwise provided in this agreement, a grievance shall be settled with recourse to the following steps, if needed:  
Level 1 - Executive Director  
Level 2 - Board of Directors  
Level 3 - Mediation  
Level 4 - Arbitration
- 31.08 When a grievance is filed, the Executive Director shall attempt to settle it at Level 1 unless:  
a) the employee requests that the grievance be waived to another level under Article 11 or 12;

- b) the grievance concerns a wrongful suspension, demotion or dismissal under Article 30, in which case it will commence at Level 2; or
- c) the parties wish to waive the grievance to another level by mutual consent.

31.09 The Union may consult with the Employer concerning any grievance at any level of the grievance procedure.

31.10 Any time limits in the grievance procedure may be extended by consent of the parties.

31.11 The Employer shall not intimidate or threaten an employee who files or wishes to file a grievance, or offer the employee any advantage in exchange for not filing, or withdrawing a grievance. Lawful exercise of the Employer's rights, obligations or options under this agreement is not a violation of this Clause.

31.12 A decision made at any level of the grievance procedure is not binding on the parties unless it is in writing, signed by the decision-maker, and delivered to the parties either by hand or by double-registered mail.

31.13 The Level 1 procedure is as follows:

- 1) Within 14 calendar days of receiving the grievance, the Executive Director will conduct a hearing. The Executive Director will render a decision and forward it to the Union as per Clause 31.12 within 14 calendar days of conducting the hearing.
- 2) If the Executive Director fails to do so, the Union may invoke the Level 2 procedure after the fourteenth day following the filing of the grievance.

31.14 The Level 2 procedure is as follows:

- (1) The Union may present the grievance to the Board of Directors within 14 calendar days of receiving the Level 1 decision.
- 1) The grievance is deemed to be presented to the Board of Directors

when given in writing to the Executive Director. The Executive Director shall provide a receipt to the person delivering the grievance stating the date on which it was received by the Executive Director on behalf of the Board of Directors.

- 2) The Board of Directors shall conduct a hearing within 21 calendar days and render its decision within 14 calendar days of conducting the hearing. The decision shall be communicated to the Union as per Clause 30.12.

31.15 The Level 3 procedure is as follows:

- 1) The Union may make a written request for mediation within 14 calendar days of receiving the Level 2 decision.
- 2) The request for mediation shall be given to the Executive Director who shall provide the Union with a receipt stating the date the request was received, and forward the request for mediation to the Board of Directors.
- 3) The Union and the Employer shall determine mutually acceptable terms for hiring a mediator, including time frames for conducting the mediation. If the parties fail to agree, either party may invoke the Level 4 procedure.
- 4) The parties to this agreement may establish a list of local Yukon mediators acceptable to them, which list may be established from time to time, or when the need for a mediator arises.
- 5) The Employer and the Union shall each pay one half of any fees or expenses related to mediation.
- 6) If the mediation is successful, the mediator shall write down the terms of settlement, and deliver them to the parties as per Clause 31.12.
- 7) If the mediation is unsuccessful, the mediator shall confirm this in writing, and forward it to the parties as per Clause 31.12.
- 8) The failure of mediation is deemed to occur on the date that the Union

and the Employer receive the letter from the mediator under Clause (7) above, and if this date is different for each party, the later date.

- 9) Mediation attempts are settlement discussions, and any offers or counter offers made during mediation discussions shall not be used as evidence at a later arbitration hearing.

31.16 The Level 4 procedure is as follows:

- 1) Either the Employer or the Union may request arbitration by letter to the other party within 30 days of the failure of the mediation.
- 2) The Employer or the Union, as the case may be, shall give the other party a receipt stating the date of receiving the request for arbitration.
- 3) Either party to this agreement may refer any grievance to a mutually agreed upon arbitrator who shall have the power to determine whether any matter is arbitrable within the terms of this agreement. If the parties fail to agree on an arbitrator either party may request the Minister of Labour to make an appointment.
- 4) In addition to any powers contained in this agreement, the arbitrator has all the powers granted to arbitrators under Part 1 of the Canada Labour Code.
- 5) The arbitrator shall hear the grievance as soon as possible, and render a decision within 30 days. The decision, once forwarded to the parties in accordance with Clause 31.12, is final and binding on each party and any employee affected by it.
- 6) The arbitrator may amend a grievance, modify penalties, waive time limits, or make rulings concerning any procedural irregularity.
- 7) Each party shall pay one half of the fees and expenses of the arbitrator.

### **ARTICLE32**

### **SAFETY AND HEALTH**

- 32.01 To remove any uncertainty, it is agreed that the *Yukon Occupational Health and Safety Act* applied to this Collective Agreement. The Employer and the Union agree to the appointment of a Health and Safety Committee in compliance with the *Occupational Health and Safety Act*.
- 32.02 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.
- 32.03 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.
- 32.04 Help and Hope for Families Society is a smoke-free environment for all staff, clients and visitors.
- 32.05 The Employer agrees to the principle of allowing an employee to breastfeed their child at the workplace if possible.

### **ARTICLE 33**

#### **VACATION LEAVE**

- 33.01 (a) An employee during their first year of employment shall receive four (4%) percent of their regular salary in vacation pay;
- (b) An employee who completes one (1) year of employment with the Employer shall receive six (6%) percent of their regular salary in vacation pay;
- (c) An employee who completes five (5) years of employment with the Employer shall receive eight (8%) percent of their regular salary in vacation pay;
- (d) An employee who completes ten (10) years of employment with the Employer shall receive ten (10%) percent of their regular salary in vacation pay;



- (e) Employees shall be entitled to vacation leave in accordance with the following schedule prorated to the number of hours worked:

<u>Completed Years of Service</u>	<u>Vacation Leave</u>
1 year	2 weeks
2 years and less than 5 years	3 weeks
5 years and less than 10 years	4 weeks
10 years and more	5 weeks

- 33.02 Annual allocation of Vacation will begin on April 1.
- 33.03 An employee may take vacation leave with pay at a time suitable to the employee and the Employer. The Employer will make every reasonable effort to grant the employee the specific period of time requested by the employee within two weeks of receiving the request. Vacation Leave Form shall be completed and approved by the Executive Director prior to taking vacation.
- 33.04 If two or more employees request the same time off priority will be given by seniority. However, for holidays such as Christmas, employees requesting leave will take turns annually.
- 33.05 An employee whose period of vacation leave has been authorized, but due to operational requirements is later denied, shall be reimbursed for any non-refundable deposits the employee has lost as a result.
- 33.06 An employee may not be recalled to work while on vacation leave unless on terms satisfactory to the employee and the Union.
- 33.07 An employee may receive the cash equivalent of the employees' vacation leave earned, upon request to the Executive Director.

#### **ARTICLE 34**

##### **BEREAVEMENT LEAVE**

- 34.01 Upon the request of an employee, the Employer shall grant the employee bereavement leave with pay for three (3) working days where there is a death in the employee's family.
- 34.02 In lieu of the leave in Clause 34.01 above, the Employer shall, upon the request

of the employee, grant the employee bereavement leave with pay for three (3) working days where there is an imminent death in the employee's family. The Employer may request a physician's statement to verify this.

- 34.03 An employee who must travel out of Watson Lake due to the death or imminent death in the employee's family shall be granted leave with pay for an additional travel day or days as are required to travel, up to a maximum of three days.
- 34.04 For the purpose of this Article, "family" means the employee's:
- a) father or mother
  - b) step-father or step-mother
  - c) foster parent
  - d) grandparent or grandchild
  - e) sister or brother
  - f) step-sister or step-brother
  - g) partner
  - h) child, step-child or partner's child
  - i) partner of the employee's child, step-child or partner's child
  - j) partner's parent or sibling
  - k) aunt or uncle
  - l) niece or nephew
  - m) any other person residing with the employee at the time of death or imminent death.
- 34.05 Subject to operational requirements, an employee may be granted additional bereavement leave without pay upon request for up to ten shifts 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**

### **WELLNESS LEAVE**

- 35.01 Employees who have completed 1 years' service shall be advanced eight (8) days of sick leave annually, with pay, prorated based on the hours worked in the previous year.
- 35.02 Unused sick leave will be carried over to subsequent years to a maximum of one hundred and forty-four (144) hours.

- 35.03 Employees will provide medical evidence of illness or injury after three (3) days of continuous usage if requested by the Employer.
- 35.04 Casual employees may use sick leave credits on scheduled shifts only, not when a call-in is requested by the Employer.
- 35.05 An employee may be granted additional sick leave without pay upon request for a reasonable period of time agreed upon between the Employer and the employee. An employee who is on sick leave without pay shall remain a member of the bargaining unit and is entitled to all of the benefits of this agreement .except that the employee shall not accrue leave with pay, during a period of sick leave without pay.
- 35.06 **A casual employee who is scheduled into a shift rotation due to staff shortages or vacation coverage will be eligible for sick leave credits provided the employee works either part-time or full-time hours for four consecutive week. After four consecutive weeks, a casual employee will earn .66 sick days per month worked if they have worked full time hours. If the casual employee has worked part-time hours, sick leave credits will be prorated based on hours worked for that month.**

### **ARTICLE 36**

#### **PERSONAL LEAVE**

- 36.01 Employees who have completed 1 years' service shall be advanced six (6) working days annually as leave with pay for reasons of a personal nature. Such leave will be prorated based on the hours worked in the previous year,
- 36.02 Requests in writing for personal leave shall be made 48 hours in advance, when possible, to the Executive Director.

### **ARTICLE 37**

#### **COURT LEAVE**

- 37.01 No employee shall suffer a loss of pay if their absence from work is due to attending court in response to a jury summons or a witness subpoena of a third party.

- 37.02 No employee shall suffer a loss of pay if their absence from work is due to their attendance as a witness before an adjudicative board in circumstances unrelated to their work, so long as the employee has received a subpoena.
- 37.03 An employee who is absent for reasons described in Clause 37.01 or 37.02 shall return to work if the employee can do so in time to complete one half of the day's work.
- 37.04 No employee who is required to attend court in connection with the performance of their 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 the employee.
- 37.05 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 the employee.
- 37.06 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 their court appearance is required, the employee shall notify the Employer of their summons or subpoena forthwith.
- 37.07 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 the employees' court appearance is required, the employee will first make reasonable efforts to switch their shift with another casual employee at no cost to the Employer before taking the benefit of this Article.

## **ARTICLE 38**

### **INJURY ON DUTY LEAVE**

- 38.01 Subject to Clause 38.02, 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 their duties because of:

- a) personal injury accidentally received in the performance of their duties and not caused by the employee's wilful misconduct;
  - b) sickness resulting from the nature of their employment;
  - c) exposure to hazardous conditions in the workplace.
- 38.02 An employee will be paid 75% of their wages while on leave, provided that:
- a) the Workers Compensation Board will pay her 75% of their lost wages due to the injury throughout the period of the leave, and
  - b) the employee agrees to assign to the Employer any amount received by the employee for loss of wages from the Workers' Compensation Board in settlement of any claim the employee may have in respect of such injury.
- 38.03 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.
- 38.04 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.
- 38.05 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.
- 38.06 In the event that an employee is unable to perform their duties as a result of a personal injury suffered while off duty, but related to the performance of their job duties, the Employer and Union will meet to discuss reasonable terms of assistance for the employee.

## **ARTICLE 39**

### **LEAVE OF ABSENCE**

- 39.01 The Employer may grant permission for the employee to take leave without pay for any purpose at the discretion of the Executive Director.

- 39.02 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.
- 39.03 Upon returning from unpaid leave, the employee shall resume their previous position or a comparable position. The Employer will make every reasonable effort to assign the employee to their previous position.

#### **ARTICLE40**

##### **MATERNITY LEAVE**

- 40.01 Upon giving six weeks' notice of 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 their probationary period under Article 23.
- 40.02 Maternity leave may be for a period of up to 52 weeks, which may be taken before or after the birth of the baby, or partially before and partially after.
- 40.03 An employee may take less than 52 weeks if the employee wishes.
- 40.04 The employee must give two months' notice that the employee 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 the employees' intentions. If the Employer cannot contact the employee, their employment is deemed to terminate on the date on which the employee should have notified the Employer.
- 40.05 In the event that an employee on maternity leave decides not to return to work, and communicates this to the Employer two months prior to the previously agreed upon date of return, the employment shall terminate on the date on which the employees' leave expires or at any sooner date the employee wishes.
- 40.06 An employee on maternity leave shall remain a member of the bargaining unit, and shall have all the benefits of this agreement except that the employee shall not accrue leave with pay, or take leave with pay, during the period of maternity leave.
- 40.07 Where a doctor's certificate is provided indicating that the employee requires

a longer period of maternity leave for health reasons, or where the employee's new-born 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.

40.09 Upon returning to work, the employee shall resume their previous position, or a comparable position. The Employer will make every reasonable effort to assign the employee to their previous position.

40.10 An employee who is not entitled to maternity leave for the reason that the employee has not given six weeks' notice as required by Clause 40.01 may be granted maternity leave by the Employer subject to operational requirements.

#### **ARTICLE 41**

#### **ADOPTION LEAVE**

41.01 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 52 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 the employee for the purpose of an adoption.

41.02 The employee shall furnish proof of the adoption.

41.03 An employee may take less than 52 weeks adoption leave if the employee wishes.

41.04 An employee must give two months' notice that the employee intends to return to work at the agreed upon date. Otherwise the Employer will make reasonable efforts to contact the employee to determine their intentions within the next two weeks. If the Employer cannot contact the employee, their employment is deemed to terminate on the date on which the employee should have notified the Employer.

41.05 In the event that an employee on adoption leave decides not to return to work, and communicated this to the Employer two months prior to the previously agreed upon date of return, the employees' employment shall terminate on the date the leave expires, or such sooner date as the employee wishes.

41.06 An employee on adoption leave shall remain a member of the bargaining unit,

and shall have all the benefits of this agreement, except that the employee shall not accrue leave with pay or take leave with pay, during a period of adoption leave.

- 41.07 Where a doctor's certificate is provided as set out in Clause 40.07, an extension of adoption leave may be granted by the Employer for up to one year, subject to operational requirements.
- 41.08 Upon returning to work, the employee shall resume the employees' previous position, or a comparable position. The Employer will make every reasonable effort to assign the employee to their previous position.
- 41.09 An employee who is not entitled to adoption leave for the reason that the employee did not give six weeks' notice as required by Clause 41.01 may be granted adoption leave by the Employer subject to operational requirements.
- 41.10 An employee who has been in the continuous service of the Employer for at least one year immediately prior to the commencement of the employees' adoption leave shall be entitled to two (2) weeks' pay, prorated for part-time or casual employees based on their average weekly earnings over the two pay periods preceding commencement of the leave.

## **ARTICLE 42**

### **PARTNER SUPPORT LEAVE**

- 42.01 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.
- 42.02 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.
- 42.03 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 43

### COMPASSIONATE CARE LEAVE

- 43.01 Leave Without Pay for the Compassionate Care of Family Member
- a) Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.
  - b) For the purpose of this Article, family is defined as father, mother (or alternatively stepfather, stepmother or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), parents of the spouse, child (including child of common-law spouse), stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, and any relative permanently residing in the employee's household or with whom the employee permanently resides.
  - c) Subject to paragraph (b), an employee shall be granted leave without pay for the compassionate care of family in accordance with the following conditions:
    - i) An employee shall notify the Employer in writing the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
    - ii) An employee shall provide the Employer a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within twenty-six (26) weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.
  - d) Leave granted under this Article shall be for a minimum period of one (1) week and a maximum of six (6) weeks.

- e) If, during a period of sick leave, vacation leave or compensatory leave, an employee is advised of circumstances under which the employee would have been eligible for compassionate care leave without pay under paragraphs b) and c), the employee shall be granted compassionate care without pay and the employees' paid leave credits shall be restored to the extent of any concurrent compassionate care leave without pay granted.

#### **ARTICLE 44**

##### **LABOUR - MANAGEMENT RELATIONS COMMITTEE**

- 44.01 A Labour - Management Relations Committee shall be appointed consisting of an equal number of representatives from the Union and the Employer. The Committee shall meet on request of either party, for the purpose of discussing matters of concern. The Committee shall have the power to make recommendations to the Union and to the Employer.
- 44.02 The Employer is responsible for preparing meeting agendas and for ensuring that minutes are processed, signed by both parties, and distributed and posted as soon as possible for the information of all employees.
- 44.03 Time spent by employees in carrying out the functions of the Committee shall be considered to be time worked.
- 44.04 As much as reasonably practicable, meetings of the Committee shall take place at such times that the representatives of the Union shall not be incurring overtime hours while in attendance at the meetings.

#### **ARTICLE 45**

##### **NO STRIKES OR LOCKOUT**

- 45.01 The Employer agrees that it will not cause or direct any lockout of its employees during the term of this agreement.
- 45.02 The Union agrees that there will be no strike, work stoppage, or slowdown during the term of this agreement. The Union agrees that if any such action takes place, it will repudiate it forthwith and require the employees to return to work.

45.03 Employees covered by this agreement shall have the right to refuse to cross a picket line. No employee shall be disciplined by the Employer for exercising the right guaranteed in this clause.

45.04 After the expiration of this agreement, before any strike or lockout, the parties agree to engage in meaningful consultation to develop a plan to reduce the impact of any strike or lockout on the clients who would otherwise receive services.

#### **ARTICLE 46**

#### **MANAGEMENT RIGHTS**

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

#### **ARTICLE 47**

#### **CIVIL LIABILITY**

47.01 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.

47.02 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 48**

#### **GROUP INSURANCE PLAN**

48.01 For the duration of this agreement the parties agree the Group Insurance benefit plans will remain unchanged and that levels of benefits provided to employees prior to ratification of this agreement, will not be reduced

unless by mutual agreement.

**ARTICLE 49**

**EMPLOYEE ASSISTANCE PROGRAM**

- 49.01 For the duration of this agreement the parties agree the Employee Assistance Program will remain unchanged and that levels of benefits provided to employees prior to ratification of this agreement, will not be reduced unless by mutual agreement.

**ARTICLE 50**

**DURATION, RENEWAL AND RETROACTIVITY**

- 50.01 This agreement shall be binding and remain in effect from April 1, 2018 to March 31, 2021.
- 50.02 Unless otherwise specified, all provisions of this Agreement take effect on date of ratification.
- 50.03 The provisions of this Agreement, including the provisions for processing of grievances under Article 32, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.
- 50.04 Within four (4) months preceding the termination of this Agreement, either party may by written notice require the other party to begin bargaining collectively with a view to the conclusion, renewal or revision of this Collective Agreement.
- 50.05 This Agreement may be amended by mutual consent.
- 50.06 Where notice to commence collective bargaining has been given under Clause 50.04, 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.

**ARTICLE 51**

**TRADITIONAL CULTURAL ACTIVITY LEAVE**

- 51.01 **Subject to operational requirements, leave without pay, to a maximum of five (5) working days per fiscal year may be granted on very short notice to an Employee in order to meet traditional hunting, fishing or harvesting pursuits and cultural activities and in order to provide for their families and/or the community. Such leave shall not be unreasonable denied.**

**ARTICLE 52**

**NORTHERN LIVING ALLOWANCE TAX DEDUCTION**

- 52.01 **Watson Lake is within an area designated by the federal government as eligible for Northern Allowance Deduction. As long as this designation applies, the parties recognize that a portion of the employee's wages are provided to allow for travel outside the designated area. Accordingly, the employee's T4 in Box 32, as allowed by the income Tax Act, eligible to be used to offset travel costs.**

SIGNED at the Town of Watson Lake, in the Yukon,

For Help and Hope

For PSAC

## SCHEDULE A - RATES OF PAY

<b>Job Title</b>	<b>Current</b>	<b>1 April 2018 (1.5%)</b>	<b>1 April 2019 (1.5%)</b>	<b>1 April 2020 (1.5%)</b>
Office Co-ordinator	\$26.79	\$27.19	\$27.60	\$28.01
Support Worker – full and part-time	\$24.06	\$24.42	\$24.79	\$25.16
Transition Planning Support Worker	\$20.60	\$20.91	\$21.22	\$21.54
Outreach Worker	\$25.09	\$25.47	\$25.85	\$26.24
Casual Support Worker	\$21.97	\$22.30	\$22.63	\$22.97
Bookkeeper/Admin	\$23.53	23.88	\$24.24	424.60
<b>CONTINGENT ON FUNDING</b>				
Second stage Coordinator	\$25.76	\$28.46	\$28.89	\$29.33

### Pay Notes

**Wage rate increases are subject to funding approval and are calculated at 1.5% per year.**

**The Union and the Employer recognize Help and Hope relies upon the Department of Health and Social Services of the Yukon Government for its core funding. In addition, secondary funding from a variety of sources is received in the form of grants and contracts.**

**During the term of this Agreement, if funding levels or financial situations affecting the feasibility of the Centre or staff arise, the Employer, before making any significant changes will contact the Union. Article 10.03 will apply and the parties will meet to negotiate a satisfactory solution. The Employer agrees to provide as much advance notice as is practicable but not less than three (3) months' notice to the Union. Notwithstanding the forgoing, it is also understood that due to extenuating circumstances, three (3) months' notice may not be possible.**

### Fair Wage Adjustment

**In order to ensure employee retention and comparability for other, similar positions in this sector and territory, the parties agree it is essential that the core funder apply a fair wage adjustment of fifty cents (.50) per hour for all of the above positions in addition to a general economic increase.**

**In the event core funder approves a fifty cents (.50) fair wage adjustment, the adjustment would be applied to the current wage rate prior to the application of any additional general economic increase.**

**SCHEDULE B**

**SENIORITY OF EMPLOYEES**

In accordance with Article 26, Seniority, the Employer will maintain and distribute a current seniority list of employees on a monthly basis.

<b>Name</b>	<b>Classification</b>	<b>Date of Hire</b>
XXXXXXXXXX	Outreach Worker	12/22/2009
XXXXXXXXXX	Administrative Assistant	06/23/2011
XXXXXXXXXX	Permanent Full Time Support Worker	02/16/2012
XXXXXXXXXX	Permanent Full Time Support Worker	10/23/2013
XXXXXXXXXX	Permanent Part Time Support Worker	06/19/2015
XXXXXXXXXX	Permanent Part Time Support Worker	11/03/2015
XXXXXXXXXX	Office Coordinator	07/28/2016
XXXXXXXXXX	Permanent Part Time Support Worker	01/04/2019