

COLLECTIVE AGREEMENT

BETWEEN THE

EMERGENCY AFTER HOURS OUTREACH SERVICES OF

SKOOKUM JIM FRIENDSHIP CENTRE

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

**Yukon Employees Union
201 – 2285 2nd Avenue
Whitehorse, YT Y1A 1C9**

**Skookum Jim Friendship Centre
3159 3rd Avenue
Whitehorse, YT Y1A 1G1**

Effective: April 1, 2022 to March 31, 2025

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE	1
ARTICLE 2 – DEFINITIONS	2
ARTICLE 3 – APPLICATION	5
ARTICLE 4 – RECOGNITION	5
ARTICLE 5 – FUTURE LEGISLATION	6
ARTICLE 6 – MANAGEMENT RIGHTS	6
ARTICLE 7 – NO STRIKE NO LOCKOUT	7
ARTICLE 8 – NO DISCRIMINATION	7
ARTICLE 9 – HARASSMENT, ABUSE OF AUTHORITY AND WORKPLACE VIOLENCE	7
ARTICLE 10 – UNION SECURITY	9
ARTICLE 11 – APPOINTMENT OF REPRESENTATIVES	10
ARTICLE 12 – TIME OFF FOR UNION BUSINESS	10
ARTICLE 13 – INFORMATION	12
ARTICLE 14 – BULLETIN BOARDS	13
ARTICLE 15 – JOB SECURITY	13
ARTICLE 16 – CATEGORIES OF EMPLOYMENT	13
ARTICLE 17 – STATEMENT OF DUTIES AND JOB DESCRIPTIONS	15
ARTICLE 18 – CLASSIFICATION	15
ARTICLE 19 – HOURS OF WORK	15
ARTICLE 20 – OVERTIME	18
ARTICLE 21 – WEEKEND SHIFT PREMIUMS	18
ARTICLE 22 – MEALS	19
ARTICLE 23 – WORKING WITH CLIENTS	19
ARTICLE 24 – CIVIL LIABILITY	20
ARTICLE 25 – PROBATIONARY EMPLOYEES	20
ARTICLE 26 – SENIORITY	21
ARTICLE 27 – LAYOFFS AND RECALL	23
ARTICLE 28 – APPOINTMENTS, PROMOTIONS AND TRANSFERS	25
ARTICLE 29 – ACTING ASSIGNMENT	26
ARTICLE 30 – STAFF TRAINING AND CAREER DEVELOPMENT	26
ARTICLE 31 – JOB PERFORMANCE EVALUATION	28

ARTICLE 32 – DISCIPLINE AND PERSONNEL FILES	29
ARTICLE 33 – GRIEVANCE PROCEDURE	31
ARTICLE 34 – ARBITRATION.....	34
ARTICLE 35 – JOINT LABOUR-MANAGEMENT COMMITTEE	34
ARTICLE 36 – SAFETY AND HEALTH	35
ARTICLE 37 – DESIGNATED PAID HOLIDAYS AND HOLIDAY SEASON LEAVE.....	38
ARTICLE 38 – VACATION.....	41
ARTICLE 39 – SPECIAL LEAVE WITH PAY OR WITHOUT PAY	42
ARTICLE 40 – BEREAVEMENT LEAVE	45
ARTICLE 41 – COMPASSIONATE CARE LEAVE.....	45
ARTICLE 42 – COURT LEAVE.....	46
ARTICLE 43 – EDUCATION LEAVE	46
ARTICLE 44 – INJURY ON DUTY LEAVE	46
ARTICLE 45 – MATERNITY LEAVE.....	47
ARTICLE 46 – PARENTAL AND ADOPTION LEAVE	48
ARTICLE 47 – SICK LEAVE	50
ARTICLE 48 – TECHNOLOGICAL CHANGE.....	51
ARTICLE 49 – REPORTS OF THE BOARD OF DIRECTORS; EMPLOYER POLICIES.....	51
ARTICLE 50 – PAY ADMINISTRATION	51
ARTICLE 51 – SEVERANCE PAY.....	52
ARTICLE 52 – BENEFITS.....	53
ARTICLE 53 – REGISTERED RETIREMENT SAVINGS PLAN	53
ARTICLE 54 – PSAC SOCIAL JUSTICE FUND	54
ARTICLE 55 – DURATION AND RENEWAL.....	54
MEMORANDUM OF UNDERSTANDING.#1.....	56
JOINT COMMITTEE ON LONG-TERM DISABILITY	56
MEMORANDUM OF UNDERSTANDING #2	57
WITH RESPECT TO SENIORITY OF CERTAIN EMPLOYEES	57
MEMORANDUM OF UNDERSTANDING #3.....	54
WITH RESPECT TO ERRORS IN PAY.....	54
MEMORANDUM OF UNDERSTANDING #4.....	55
WITH RESPECT TO PAYROLL REVIEW.....	55
APPENDIX A – RATES OF PAY.....	60

The EAHOS and the Public Service Alliance of Canada respectfully acknowledge that this Collective Agreement has been negotiated on the lands that have been inhabited by First Nations people since time immemorial.

The Parties to this Collective Agreement recognize the ongoing consequences of settler colonialism, and the responsibilities they have to correct injustices imposed on Indigenous peoples, cultures and lands. The parties are committed to seek opportunities to partner and support Indigenous communities and peoples.

ARTICLE 1 – PURPOSE

- 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 general purpose of this Agreement is to:
- a) establish orderly collective bargaining between Skookum Jim Friendship Centre (hereinafter referred to as the “Employer”) and the Employees of its Emergency After Hours Outreach Services, represented by the Yukon Employees Union/Public Service Alliance of Canada (hereinafter referred to as the “Union”);
 - b) establish and maintain a harmonious relationship between the parties;
 - c) ensure the prompt resolution of disputes and grievances;
 - d) set forth wages and the terms and conditions of employment;
 - e) recognize a shared desire to promote the well-being and productivity, and recognize the job security of all Employees in the bargaining unit;
 - f) and develop and maintain the best possible service to clients in keeping with the objectives set out in the Constitution of Skookum Jim Friendship Centre, which objectives may be changed from time to time.

ARTICLE 2 – DEFINITIONS

- 2.01 For the purposes of this Collective Agreement:
- (a) **Abandonment of Position** 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 failure to contact the Employer either in person or by some other means.
 - (b) **Alliance** means the Public Service Alliance of Canada.

- (c) **Bargaining Unit** are the Employees for which the Union is recognized as the bargaining agent as described in the Canada Industrial Relations Board certificate 10889-U dated August 4, 2015.
- (d) **Bargaining Unit work** means work regularly done by any member of the bargaining unit.
- (e) **Classification** means the classifications set out in Schedule A – Classifications and Rates of Pay.
- (f) **Client** includes a resident, a former resident who is still receiving services from EAHOS, and any person who is using the services of EAHOS.
- (g) **Consultation** means a process of joint deliberations with the objective being that the parties disclose relevant information and engage in meaningful and informed discussion on topics. While the consultation process is intended to assist the parties in arriving at reasoned and informed decisions, it does not require that agreement be reached before either party can exercise its respective rights.
- (h) **Continuous Employment** and **Continuous Service** mean uninterrupted employment with EAHOS.
- (i) **Day** means a calendar day, unless otherwise specified.
- (j) **EAHOS** means the Emergency After Hours Outreach Services operated by Skookum Jim Friendship Centre, starting December 27, 2012.
- (k) **Employee** means a member of the EAHOS Bargaining Unit. The categories of Employee are:
 - i) **Permanent Employee** means an indeterminate Employee who is scheduled to work regularly scheduled shifts, as specified in Article 16;
 - ii) **Term Employee** means an indeterminate Employee who is scheduled to work a specified time frame, as specified in Article 16;
 - iii) **Auxiliary On-Call Employee** means an Employee who is not regularly scheduled and who is offered work on an on-call basis, as specified in Article 16.

- l) **Employer** means the Skookum Jim Friendship Centre.
- m) **Executive Director** is the person managing Skookum Jim Friendship Centre.
- n) **Fiscal Year** means the period from April 1st to March 31st of each year.
- o) **Immediate Family** means:
 - (i) father or mother
 - (ii) step-father or step-mother
 - (iii) foster parent
 - (iv) grandparent or grandchild
 - (v) sister or brother
 - (vi) step-sister or step-brother
 - (vii) partner
 - (viii) child, step-child, partner's child or foster child
 - (ix) partner of the Employee's child, step-child, partner's child or foster child
 - (x) partner's parent
 - (xi) brother-in-law or sister-in-law
 - (xii) any other person residing with the Employer at the time of death or imminent death
 - (xiii) any other person for whom the Employee has formally declared a responsibility of care and support
- p) **Overtime** means hours worked in excess of either 8 hours in a day or 40 hours in a week.
- q) **Parties** means the Employer and the Union.
- r) **Standard Work Week** means that the regularly scheduled hours worked fall between 35 and 37.5 hours per week. For the purposes of Articles 37, 38, and 46, Employees will have benefits prorated to actual hours worked as follows:
 - 35-37.5 hours per week: 100%
 - 32-35 hours per week: 90%
 - 24-32 hours per week: 75 %
- s) **Week** means Sunday from 00.00 hours to Saturday at 23.59 hours.
- t) **Union** means the Public Service Alliance of Canada; or in matters of Component jurisdiction, the Yukon Employees Union; or in matters of Local jurisdiction, PSAC Local Y044.

- 2.01 **Gender - gender neutral terms shall apply in this Agreement and these can include, as the context requires, “them/they/their” or “employee” or “representative”.**

ARTICLE 3 – APPLICATION

- 3.01 The provisions of this Collective Agreement apply to the Employees, the Union, and the Employer in respect to EAHOS.
- 3.03 No Employee covered by this Collective Agreement shall be required or permitted to make a written or verbal agreement with the Employer or its representatives, which conflicts with the provisions of this Agreement.

ARTICLE 4 – RECOGNITION

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees in the Bargaining Unit in accordance with certificate number 10889-U issued on August 4th, 2015, by the Canada Industrial Relations Board.
- 4.02 The Employer shall advise prospective Employees that the workplace is unionized.

New Employee Orientation

- 4.03 When a new Employee is hired, the following will form part of the Employee’s orientation:
- (a) The Employer will provide the Employee with a copy of the Collective Agreement.
 - (b) The Employer shall advise the Employee that the Employee is a member of the Union at the workplace, shall draw the Employee’s attention to the compulsory check-off provisions in Article 10 – Union Security, and shall provide the Employee with contact information for the Union Representatives in the workplace.
 - (c) The Local President of the Union, or designate, shall be provided with a paid-time period of thirty (30) minutes to acquaint the new Employee with the Union and the Collective Agreement.

ARTICLE 5 – FUTURE LEGISLATION

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

Conflict of Provisions

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

ARTICLE 6 – MANAGEMENT RIGHTS

- 6.01 Except to the extent provided in this Collective Agreement, this Collective Agreement in no way restricts the authority of the Employer to operate and manage EAHOS. The Union recognizes that all rights, powers and authority that are not specifically abridged or modified by the Collective Agreement rest with the Employer.
- 6.02 The Employer agrees to exercise its authority in good faith and in a fair, reasonable manner that is consistent with the provisions and spirit of this Agreement.

Employer Directives

- 6.03 The Employer shall provide the Union with a copy of all personnel directives which are intended to clarify the interpretation or application of this Agreement.
- 6.04 The Employer shall, at least thirty (30) calendar days prior to issuance, provide the Union with any new or amended Employer policies, subject to emergency or exceptional circumstances.
- 6.05 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 will prevail.

ARTICLE 7 – NO STRIKE NO LOCKOUT

- 7.01 There shall be no lockout by the Employer and no strike by the Employees during the life of this Agreement.
- 7.02 No Employee shall be required to cross any legal picket line or to do any struck work.
- 7.03 No Employee shall be disciplined by the Employer for exercising their rights contained in this Article.

ARTICLE 8 – NO DISCRIMINATION

- 8.01 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, ancestry, religion, creed, age, sex, sexual orientation, gender identity or gender expression, marital status, family status, pregnancy, disability whether physical or mental, political affiliation, lawful source of income, a conviction for an offence for which a pardon has been granted, union membership or activity, or for exercising any rights under this Agreement.

ARTICLE 9 – HARASSMENT, ABUSE OF AUTHORITY AND WORKPLACE VIOLENCE

- 9.01 The Union and the Employer recognize the right of Employees to work in an environment free from all forms of harassment, workplace violence, and abuse of authority. The Union and the Employer agree that workplace violence, harassment and abuse of authority are unacceptable and will not be tolerated in the workplace.

Definitions

- 9.02 For the purpose of this Article:

Harassment (including bullying) is defined as: any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, which affect an Employee's dignity and that result in a harmful work environment for the Employee. A single serious incident of such behaviour that has a lasting harmful effect on an Employee also constitutes harassment. Harassment does not include the legitimate

exercise of an individual's supervisory responsibilities in a manner consistent with the provisions of this Collective Agreement.

Abuse of authority occurs when an individual uses the power and authority inherent in their position to endanger an Employee's job, undermines the Employee's ability to perform that job, threatens the economic livelihood of that Employee or in any way interferes with or influences the career of the Employee. It may include intimidation, threats, blackmail or coercion. It does not include reasonable action taken by a manager relating to the management and direction of an Employee.

Workplace Violence and Client Behaviour

- 9.03 Workplace violence involves any incidents where an Employee is abused, threatened, or assaulted during the course of their employment. This includes the application of force, threat with or without a weapon and severe verbal abuse.
- 9.04 It is further recognized that Employees, while in the workplace, may be at risk of physical violence or verbal abuse from clients. The Employer shall:
- a) provide non-violent crisis intervention training to each Employee within three months of being hired;
 - b) clearly inform Employees of the potential for physical violence or verbal abuse from a client;
 - c) ensure timely provision of defusing, critical incident stress debriefing, and/or post-traumatic counseling to Employees who have suffered as a result of workplace violence;
 - d) provide ongoing training to ensure that Employees are prepared to deal with inappropriate client conduct, and support Employees in the event that such conduct occurs;
 - e) investigate a reported incident and record notice of steps taken to remedy behaviour before such client is re-admitted to the shelter.

Investigation

- 9.05 When an Employee has suffered violence in the workplace, the Employer will immediately investigate the situation in accordance with the steps outlined in the Safety and Health provisions of this Collective Agreement, the "**Workers Safety and Compensation Act**" as amended from time to time and any other relevant policies and procedures, and take appropriate

measures. This does not preclude the right of an Employee to access the grievance and arbitration provisions of this Collective Agreement.

- 9.06 The Employer shall keep the Employee and the appropriate Union representative informed of the measures taken and ongoing developments for each situation under investigation.
- 9.07 Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint. If a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.
- 9.08 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with harassment, workplace violence or abuse of authority. The election of the mediator will be by mutual agreement.

ARTICLE 10 – UNION SECURITY

- 10.01 All Employees shall be required to pay the union, through bi-weekly payroll deduction, a sum of money equivalent to the membership dues and affiliation fees of the Union. Signing of the Employer's commencement forms shall serve as the Employee's authorization for the Employer to deduct such dues.
- 10.02 Membership in the Union shall be a condition of employment for all Employees at all times.
- 10.03 The Union shall inform the Employer in writing of the authorized bi-weekly deduction to be checked off for each Employee defined in clause 10.01.
- 10.04 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.
- 10.05 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.
- 10.06 The amounts deducted in accordance with the Clause 10.01 shall be remitted to the Alliance by cheque or direct deposit quarterly, within twenty-five (25) days after each fiscal quarter ending March 31, June 30, September 30, and December 31. Such remittance shall be accompanied by

an Excel spreadsheet identifying the name and a unique Employee number for each Employee, and the deductions made on the employee's behalf.

- 10.07 The Employer agrees to identify annually on each Employee's T-4 slip the total amount of membership dues deducted in each applicable year.

ARTICLE 11 – APPOINTMENT OF REPRESENTATIVES

- 11.01 The Employer acknowledges the right of the Union to elect and/ or appoint Employees as Union Representatives.
- 11.02 The Union shall notify the Employer in writing, of the names of its accredited Union Representatives and will inform the Employer of any revision to such list as may be made from time to time.

ARTICLE 12 – TIME OFF FOR UNION BUSINESS

- 12.01 Time spent by a Union Representative undertaking the following responsibilities on behalf of the Union during regularly scheduled work hours shall be considered time worked:
- (a) investigating a grievance or complaint of an urgent nature;
 - (b) meeting with the Employer to deal with a grievance;
 - (c) attending meetings of the Labour Management Committee, or any other meeting called by the Employer to deal with labour relations issues;
 - (d) attending meetings of the joint Occupational Health and Safety Committee
 - (e) attending an arbitration hearing;
 - (f) attending a hearing before the Canada Labour Relations Board;
- 12.02 A Union Representative shall obtain the agreement of their immediate supervisor before leaving work to carry out any of the responsibilities listed in Clause 12.01. Such agreement shall not be unreasonably withheld. The Representative shall notify the supervisor before resuming their normal duties.

Contract Negotiations Meetings

12.03 The Employer will grant leave without pay for up to three (3) Employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations, including meetings with a conciliation or mediation officer or conciliation board under the Canada Labour Code.

Preparatory Contract Negotiations Meetings

12.04 Upon two weeks written notice, the Employer will grant leave without pay for up to three (3) Employees to attend preparatory negotiations meetings.

Employee Organization, Executive Council Meetings, Congresses, Conventions

12.05 Upon two (2) weeks written notice, the Employer will grant 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

12.06 Upon two (2) weeks written notice, the Employer will grant leave without pay to a maximum of two (2) Employees who have been appointed as Representatives of the Union to undertake training related to the duties of a Representative.

Other Union Leave

12.07 In addition to the leave described above, an Employee, upon two weeks written notice, may be granted additional leave without pay for the purpose of Union business. Such leave shall not be unreasonably denied.

Union Leave – General

12.08 When leave is granted under Clauses 12.03 through 12.07 above, the regular pay of an Employee shall continue uninterrupted and the Employer shall invoice the Union for the cost of such wages and benefits, which shall be reimbursed as soon as possible. For all other purposes, time spent on such leave shall be considered time worked.

Leave for Union Office

12.09 Employees elected to the governing executive of the Union, the Alliance or the Yukon Federation of Labour shall, upon written request with two weeks' written notice, be granted leave of absence without pay for the term of office. It is understood that no more than one Employee at a time shall be granted such leave.

- 12.10 Such Employees shall advise the Employer as soon as possible when an extension of their leave of absence is applicable due to re-election.
- 12.11 Upon termination of their leave of absence such Employees shall have the right to return to their former classification and if practicable, their former position. When such Employees wish to invoke this clause they shall provide the Employer with four weeks' notice of such intent.
- 12.12 Employees entitled to receive leave without pay under Clauses 12.09 through 12.11 shall retain their seniority but shall not accrue further seniority or benefits during such leave.

ARTICLE 13 – INFORMATION

- 13.01 The Employer shall provide the Yukon Employees Union with a quarterly report giving the following information:
- (a) the name, gender, classification, rate of pay and date of hire of each Employee
 - (b) home address, telephone number and email address of each Employee, if provided to the Employer
 - (c) a list Employees promoted, demoted or transferred since the last report;
 - (d) a list of Employees who have resigned, along with any who have been terminated, with the reasons therefore;
 - (e) bargaining unit vacancies.
- 13.02 The Employer shall provide the Union with the name of the key Employer contact for the Union, as well as a list of Employees representing the Employer at various levels of the grievance process.

Collective Agreement

- 13.03 The Employer shall provide a copy of the Collective Agreement to all Employees and shall provide a reasonable number of copies of the agreement to the Union.

ARTICLE 14 – BULLETIN BOARDS

14.01 The Employer shall provide a bulletin board in a reasonable location for the use of the Union.

ARTICLE 15 – JOB SECURITY

15.01 There shall be no contracting out of Bargaining Unit work.

15.02 Employees whose jobs are not in the Bargaining Unit shall not perform Bargaining Unit work except in cases of emergency. The Employer shall advise the Union when such emergencies occur.

15.03 No member of the Bargaining Unit shall be required to perform non-Bargaining Unit work.

15.04 Should the Employer face a substantial reduction in funding for EAHOS, the Employer and the Union shall meet to discuss how to minimize any adverse impact on Employees.

Volunteers

15.05 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) the Employer shall seek the prior agreement of the Union when the use of volunteers is anticipated. Such agreement shall not be unreasonably withheld.

ARTICLE 16 – CATEGORIES OF EMPLOYMENT

16.01 A position means employment in a specific job classification as per Article 18, and in specific job category as set out below.

16.02 The job categories are:

Permanent Employee Employees hired to work a regularly scheduled shift

Auxiliary On-Call

Employees hired to work on an irregular basis as required by the Employer

Term

Employees hired for a specified period of time for a regularly scheduled shift

Permanent Employees

16.03 Permanent Employees shall be entitled to all provisions of this Collective Agreement.

Auxiliary On-Call Employees

16.04 The Employer will hire qualified Auxiliary On-Call Employees to cover for short-term planned or unexpected absences of Permanent Employees, or for emergencies.

16.05 A complete and current list of Auxiliary On-Call Employees, in descending order of seniority, shall be available and accessible to staff at EAHOS.

16.06 All provisions of this Collective Agreement apply to Auxiliary On-Call Employees except where expressly stated otherwise, and except the following:

Article 29 - Staff Training and Career Development

Article 37 - Vacation except for Article 37.02

Article 38 - Special Leave With Pay and Leave Without Pay

Article 39 - Bereavement Leave with Pay

Article 41 - Court Leave except Article 41.04

Article 42 - Education Leave

Article 46 - Sick Leave

Article 52 - Severance Pay

Article 53 – Benefits

Article 54 - Registered Retirement Savings Plan

16.07 A series of auxiliary on-call appointments shall not be used to avoid the hiring of permanent staff.

Term Employees

- 16.08 Term Employees shall only be hired to fill an absence created by the leave of another Employee, not to exceed one (1) year.
- 16.09 Term Employees shall be entitled to all provisions of this Collective Agreement, except where expressly stated otherwise and except for Article 52 – Severance Pay.
- 16.10 A series of term appointments shall not be used to avoid the hiring of permanent staff.

ARTICLE 17 – STATEMENT OF DUTIES AND JOB DESCRIPTIONS

- 17.01 When an Employee is first hired, and before an Employee is transferred to another classification in the Bargaining Unit, the Employer shall provide the Employee with a current and complete written job description of the classification to which the Employee is assigned.
- 17.02 Where the duties of a classification vary according to the shift worked, the statement of duties in the job description shall be shift specific.
- 17.03 Upon written request, an Employee shall be given a complete and current written statement of duties and responsibilities of their position.

ARTICLE 18 – CLASSIFICATION

- 18.01 The Employer shall provide the Union with 30 days' notice before eliminating any classification and/or before implementing any new or significantly revised classification.
- 18.02 Within the 30-day period, the Employer shall negotiate with the Union the rates of pay for the new classification. If the parties fail to reach agreement, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates of pay.

ARTICLE 19 – HOURS OF WORK

- 19.01 The Standard Work Week commences on Sunday at 00.00 hours and ends on Saturday at 23.59 hours.

Outreach Coordinator

19.02 For the Outreach Coordinator, the Standard Work Week shall consist of five (5) consecutive days of the same eight (8) hours inclusive of a one-half (1/2) hour paid break and one-half (1/2) hour unpaid meal break.

Shelter Workers

19.03 A minimum of two (2) Employees shall be assigned to each shift.

Meal and Rest Breaks

19.04 Each shift shall be inclusive of a paid one-half (1/2) hour meal period, to be taken with the clients approximately at the mid-point of the shift, and two (2) paid fifteen (15) minute rest breaks, normally taken approximately mid-way through each half of the shift. Such breaks shall be taken on the Employer's premises.

19.05 Employees on the overnight shift shall be entitled to two (2) hours of rest between the hours of 1 am and 7 am, provided that both Employees do not take their breaks at the same time and provided that operational requirements permit the breaks to be taken.

Shift Schedules

19.06 Each shift shall be of eight (8) or nine (9) hours in length.

19.07 The schedule for Permanent or Term Employees shall consist of either three (3), or four (4) consecutive shifts.

19.08 Employees shall be scheduled to have at least two (2) consecutive days off in every seven (7) day period.

19.09 The shift schedule shall be for four (4) consecutive weeks and shall be posted in the workplace one (1) month in advance.

19.10 When the Employer wishes to amend the master work schedule in place as of the ratification of the Collective Agreement, the Employer shall consult in advance with the Union, and the parties shall make every reasonable effort to reach mutual agreement on the new schedule prior to any changes being implemented by the Employer.

19.11 No Employee shall have their hours of work reduced without their consent as a result of a change in the master work schedule.

19.12 Staff meetings, other than emergency meetings, shall be noted on the shift schedule. Attendance at such meetings shall be considered time worked

and will be in person. However, attendance shall be optional for Auxiliary On-Call Employees.

- 19.13 An Employee who is not able to work a scheduled shift shall give at least four (4) hours' notice to the Employer, except in cases of emergency, in which case the Employee shall give as much notice as possible.
- 19.14 Employees may exchange shifts as long as there is no additional cost to the Employer. The EAHOS Manager must be notified of such shift exchange.

Opportunities for Additional Work

- 19.15 The parties agree that circumstances may arise where, due to staffing requirements, unscheduled hours of work by Employees are required. The Employer shall make every reasonable effort to distribute additional work opportunities equitably among Employees and to offer the work opportunities in descending order of seniority, according to the following:
- (a) first, to Permanent and Term Employees who have opted to be on the call-in list;
 - (b) second, to Auxiliary On-Call Employees.
- 19.16 When there are three (3) or more hours to fill a shift vacancy, the EAHOS Manager or the staff person making the call shall wait fifteen (15) minutes before calling the next person on the list if there is no immediate response at the Employee's contact phone number.
- 19.17 Auxiliary On-Call Employees will inform the EAHOS Manager on the twelfth (12th) day of each month of the dates the Employee knows they will be available during the following month. They will indicate their availability for at least three (3) days in that month, unless there is a valid reason why they cannot be available.
- 19.18 Auxiliary On-Call Employees who have not worked for the Employer for a period of six (6) months, without a valid reason, shall be deemed to have abandoned their employment.
- 19.19 An Employee who would be in receipt of overtime hours shall not be called for additional work, unless there is no other Employee available to work.
- 19.20 If, at the time of posting the work schedules, the Employer is aware of the hours of work which an Auxiliary On-Call Employee will be scheduled to work during the following calendar month, then those known hours of work for the Auxiliary On-Call Employee shall be included in the posted schedul

ARTICLE 20 – OVERTIME

- 20.01 Overtime at the rate of time-and-one-half (1.5x) an Employee's straight time rate of pay shall be paid for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week. For the purposes of Article 20.01 only, a day shall mean any period of twenty-four (24) consecutive hours after the start of work for the purpose of determining and calculating overtime.
- 20.02 Overtime worked, if less than a full hour, shall be compensated for each fifteen (15) minutes worked.
- 20.03 An Employee, when not at work, or having left the premises, who is called in to work resulting in overtime which is less than a full shift shall receive a minimum of three (3) hours pay at the overtime rate.
- 20.04 An Employee who is required to stay immediately after their shift shall be compensated as overtime worked for every fifteen (15) minutes worked.
- 20.05 For Permanent and Term Employees, overtime hours worked may, at the Employee's choice, be paid out, or an equivalent amount of time be banked at the appropriate overtime rate, to a maximum of forty (40) hours, and taken as time off in-lieu at a time agreed to by the Employee and the EAHOS Manager. An Employee who wishes to bank overtime hours must advise the EAHOS Manager at the time the overtime is worked. All unused banked hours will be paid out at the end of each fiscal year.
- 20.06 A Term Employee who has accrued banked overtime hours at the end of the term shall be paid for those hours.
- 20.07 All overtime must be approved in advance by the EAHOS Manager, except in emergency circumstances.

ARTICLE 21 –SHIFT PREMIUMS

- 21.01 All Employees working the following shifts shall be paid a shift premium of **as follows:**

Monday - Friday	4pm - 11:59 pm - \$.50 12 am - 9 am - \$1.00
Saturday - Sunday	8am – 4pm - \$.75 4pm – 11:59 pm - \$.75

12 am – 7.59 am - \$1.00

ARTICLE 22 – MEALS

22.01 Meals provided at the workplace to clients are also available to staff while working when eating with clients.

ARTICLE 23 – WORKING WITH CLIENTS

23.01 No Employee, the Employer, or the Union shall discriminate against a client on any of the grounds set out in Article 8 – No Discrimination.

23.02 No Employee, the Employer, or the Union shall harass a client in any manner, described in Article 9 – Harassment, Abuse of Authority and Workplace Violence.

23.03 The parties recognize that EAHOS provides services to vulnerable individuals who may have behavioural issues, which does result in a challenging work environment.

23.04 In providing services to clients, Employees shall:

- (a) Adhere to any written ethical standards established by the Employer;
- (b) 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;
- (c) Promote an atmosphere that is focused on the health and well-being of clients;
- (d) Debrief with colleagues and clients, seek input from other staff or the EAHOS Manager where appropriate, and make appropriate referrals to other services and agencies;
- (e) Avoid socializing or promoting social activity with clients outside EAHOS services that affects, or has the potential to affect, the ability of the Employee to provide a non-judgmental, confidential service;
- (f) Avoid reactionary or confrontational behaviour when working with clients;
- (g) Conduct oneself in accordance with the mission and values of the Skookum Jim Friendship Centre.

23.05 Employees shall make informative written records and reports in a timely manner as required by the Employer.

ARTICLE 24 – CIVIL LIABILITY

24.01 The Employer agrees that Employees shall be covered by the Directors and Officers Liability Insurance Policy in place at the time of ratification, or to contract for a plan with the same or improved coverage.

24.02 The Employer shall provide a copy of the plan to the Union.

24.03 An Employee shall immediately advise the Employer of any legal action brought against the Employee in the course of their employment.

ARTICLE 25 – PROBATIONARY EMPLOYEES

25.01 A new Employee, not including an Employee promoted or transferred to another position, shall serve a probationary period of 975 hours or six (6) months, whichever occurs first.

25.02 Unless otherwise expressly stated, a probationary Employee is entitled to all the rights and benefits of this Agreement, including access to the grievance procedure.

25.03 The purpose of the probationary period is to allow the Employer to assess whether the Employee is able to meet the standards reasonably required by the Employer, and for the Employer to provide guidance and feedback. In doing so, the Employer will give the Employee a fair chance to prove their ability and will make reasonable accommodation and provide reasonable assistance for the Employee to do so.

25.04 The parties recognize that there may occasionally be circumstances in which the initial probationary period is not sufficient. In such circumstances, the Employer may extend the probationary period by a further period not to exceed six (6) weeks. Reasons for such extension must be provided to the Employee and the Union in writing no later than two (2) weeks prior to the end of the initial probationary period.

25.05 After the successful completion of the probationary period, the Employee shall be so informed in writing.

25.06 Seniority shall not accrue during the probationary period, but upon successful completion of the probationary period, seniority shall be retroactive to the date of hire.

25.07 In the event of a discharge of a probationary Employee because the Employee is unable to meet the standards reasonably required by the Employer, a meeting will be held to advise the Employee. The Employee shall be given twenty-four (24) hours' notice of such meeting and shall be informed of their right to Union representation.

25.08 Reasons for the dismissal of a probationary Employee shall be in writing with a copy to the Union, and such Employee shall be provided with at least one week's notice or pay in lieu of notice.

ARTICLE 26 – SENIORITY

26.01 For the purpose of this Agreement, seniority shall mean:

- a) Seniority is defined as the number of hours worked in the service of the Employer in any position(s) in the Bargaining Unit;
- b) Seniority shall be established upon completion of the probationary period and shall commence from the first day worked.

26.02 The Employer shall maintain a seniority list, which shall be posted in the workplace, and the Employer shall update it:

- a) Quarterly;
- b) At the time of any layoff;
- c) At the time of any opening under Article 28 – Appointments, Promotions and Transfers;
- d) Upon request from a Union Representative.

26.03 Employees normally scheduled to work two (2) shifts per week or less during the year shall receive an annual seniority list bonus of:

- a) 125 hours of seniority credits for Employees who work less than 750 hours during the year;
- b) 250 hours of seniority credits for Employees who work more than 750 hours during the year;

on their anniversary date for the previous year in which they have continuous service for the full year, in order to more adequately reflect the value of the Employee's length of service with the Employer.

Accrual of Seniority

26.04 The seniority of a Permanent or Term Employee will be retained and will continue to accrue during:

- a) any period of sick leave with or without pay and whether or not the Employee is in receipt of long term disability payments for a maximum period of two (2) years;
- b) any period of work-related disability leave with or without pay for a maximum period of two (2) years;
- c) maternity and/or parental leave;
- d) the first month of any leave of absence without pay.

Retention of Seniority

26.05 The seniority of an Employee will be retained but will not accrue during:

- a) any period in excess of Articles 26.04 (a), (b) and (d);
- b) any period of lay-off.

26.06 An Employee who accepts a position with the Employer that is outside the Bargaining Unit shall not accumulate seniority. In the event the Employee returns to a classification in the Bargaining Unit within eighteen (18) months, the Employee shall be credited with the seniority held at the time of assuming the position outside the Bargaining Unit and resume accumulation from the date of return to the Bargaining Unit. This eighteen (18) month period may be extended by mutual agreement between the Union and the Employer. Otherwise, an Employee who accepts a position outside the Bargaining Unit for a period longer than eighteen (18) months will forfeit Bargaining Unit seniority.

Loss of Seniority

26.07 An Employee shall lose seniority when the Employee:

- a) resigns;

- b) is dismissed for just cause and is not reinstated under the grievance and arbitration procedure;
 - c) is laid off and not recalled to work within eighteen (18) months;
 - d) fails to return to work within fourteen (14) working days following notification of recall from layoff;
 - e) abandons their position.
- 26.08 Although an Employee loses seniority upon resignation, the Employer will credit the Employee with one-half of any previously accrued seniority if the Employee resumes employment within eighteen (18) months following resignation.

ARTICLE 27 – LAYOFFS AND RECALL

- 27.01 No Employee shall be laid off by the Employer except when necessitated by a reduction in funding. In the event of layoff, Employees shall be laid off in reverse order of seniority within their classification.
- 27.02 The Employer shall provide as much notice as possible to the Union of planned layoffs, but in any case no less than seven (7) days before layoff notices are issued.
- 27.03 The parties shall meet to consult, within seven (7) days of notice being given to the Union, on alternatives to the layoffs, including but not limited to a voluntary departure program, early retirement incentives, and job-sharing possibilities, in order to minimize the adverse effects of layoffs on Employees.
- 27.04 No Permanent Employee shall be laid off while Auxiliary On-Call Employees and Term Employees are still working at EAHOS.
- 27.05 Layoffs of Auxiliary On-Call Employees, and then Term Employees shall be done in reverse order of seniority.
- 27.06 If layoffs of Permanent Employees are still required, such layoffs shall be made in reverse order of seniority within each classification.
- 27.07 Permanent and Term Employees shall be given notice of layoff or pay in lieu of notice as follows:

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

27.08 A Permanent Employee who has received notice of layoff may displace the most junior EAHOS Employee in an equal or lower classification to that previously held by the laid-off Employee, provided the Employee is qualified and able to perform the duties of the position.

27.09 Such Employee shall advise the Employer in writing within seven (7) days of receipt of written notice of layoff whether the Employee will exercise such rights pursuant to Article 27.08.

Recall

27.10 Permanent Employees shall be on a recall list maintained by the Employer for eighteen (18) months after their layoff and shall be recalled in order of seniority.

27.11 Recall notices shall be sent to Employees by registered mail to the last known address available to the Employer, or may be hand-delivered.

27.12 Laid off Employees who fail to report for work within fourteen (14) days of receipt of their recall notice shall be deemed to have abandoned their employment, unless there is a valid reason why the Employee cannot return in that time period.

27.13 No new Employees shall be hired within a job classification until those laid off have been given the opportunity of recall.

Permanent Reduction or Loss of Funding

27.14 In the event that there is a significant reduction or loss of funding from the Employer's funding agency for EAHOS, and the Employer is unable to secure replacement funding in a timely manner for the continued operation of EAHOS, Permanent and Term Employees will be given notice of termination or pay in lieu of notice in the amount provided for in Article 27.07.

ARTICLE 28 – APPOINTMENTS, PROMOTIONS AND TRANSFERS

Vacancies and New Positions

28.01 When there is a vacancy:

- a) for an existing permanent or term position within the Bargaining Unit, or when the Employer wishes to create a new permanent or term position or a new classification, the position shall be posted internally for a period of at least fourteen (14) calendar days with a copy sent by email to Employees, and may be posted externally at the same time.
- b) For an Auxiliary On-Call position within the Bargaining Unit, the position shall be posted internally for a period of fourteen (14) calendar days and may be posted externally at the same time.

28.02 Such posting shall include the following information:

- a) classification;
- b) rate of pay;
- c) whether the position is permanent, term or auxiliary on-call;
- d) the scheduled hours of the position for permanent or term positions;
- e) the required qualifications; and
- f) the closing date of the posting.

28.03 All internal applicants shall be granted an interview for the position before any external candidates are interviewed. External applicants will be hired only when there are no suitable internal candidates.

28.04 Where there is more than one internal applicant for the position, and where skills, abilities, and qualifications are relatively equal, the applicant with the most seniority shall be awarded the position.

28.05 An unsuccessful candidate shall be granted a post-selection interview upon request.

28.06 An internal candidate selected for a posted vacancy or new permanent or term position in a different classification shall serve a trial period of 240 hours or two (2) months, whichever occurs first. In the case of a term position, the trial period shall be no more than one-tenth of the term.

28.07 If the Employer determines the Employee's performance in the new classification to be unsatisfactory during the trial period, or if the Employee decides during the trial period that the Employee does not want to continue in the new position, then the Employee shall be returned to the Employee's former classification. In such circumstances, any other Employee(s) who had changed positions, in consequence of the returning Employee's selection to fill the posted job vacancy, shall similarly be returned to their former positions.

28.08 No Employee who accepts a term position or new appointment within the bargaining unit under this Article shall have their rate of pay reduced, or lose seniority, as a result.

Promotions or Transfers outside the Bargaining Unit

28.09 No Employee shall be transferred to a position outside the Bargaining Unit without their consent.

28.10 The seniority of an Employee who accepts a position outside the Bargaining Unit shall be governed in accordance with Article 26.06.

ARTICLE 29 – ACTING ASSIGNMENT

29.01 An acting assignment means the assignment of an Employee to substantially perform the duties of a higher classification on a temporary basis.

29.02 An Employee who accepts an acting position within the Bargaining Unit for one (1) or more shifts shall be paid at the first step of the wage grid in the higher classification that results in a pay increase for the acting Employee.

29.03 An Employee who accepts an acting position outside of the Bargaining Unit shall be paid the same current salary **plus ten per cent (10%) or the starting** hourly rate of pay of the position into which the Employee is acting **whichever is greater**.

29.04 An Employee who accepts an acting position outside the Bargaining Unit is entitled to all of the provisions of this Agreement during the acting period.

ARTICLE 30 – STAFF TRAINING AND CAREER DEVELOPMENT

30.01 The Employer endorses the concept of life-long learning and recognizes its responsibility to encourage staff capability.

- 30.02 The Employer will maintain a collection of books and other resources on issues concerning youth at risk, mental health, and related issues, and make them available to Employees.
- 30.03 The Employer will endeavor to keep Employees informed of new developments, services and information relevant to clients through posting notices on the bulletin board and/or by email.
- 30.04 The Employer shall provide on-the-job training to all Employees.
- 30.05 The Employer shall provide related staff development opportunities in the form of seminars, courses and conferences for Permanent Employees and Term Employees with a term of more than six (6) months. Notices of such opportunities shall be posted on the bulletin board and/or by email.
- 30.06 To provide training opportunities, the Employer will endeavor to allocate a reasonable sum of money in the budget each year to be used for staff training and development. Where no such funding exists, the Employer will endeavor to make available free training opportunities.
- 30.07 The joint Labour-Management Committee shall be tasked with making recommendations for staff education and training. To assist the Committee with its recommendations, the Employer will, at the beginning of the Fiscal Year, advise the Committee of how much funding is available. The Employer will also bring to the Committee regular reports on the number of applicants approved, and the cost of training approved.
- 30.08 In making decisions concerning staff training and development, the Labour-Management Committee shall take into account the following factors:
- (a) the current and future needs of the Employer's services
 - (b) the benefits to clients
 - (c) the professional development requests of individual Employees
 - (d) equitable distribution of training and career development opportunities
- 30.09 The Labour-Management Committee may develop guidelines and procedures related to staff training, including designating specific training opportunities as essential for specific Employees.
- 30.10 Attendance at any training opportunity approved by the Employer shall be without cost to the Employee and time spent in such training shall be

considered time worked. No overtime shall be accrued as a result of attending such training.

- 30.11 If the Employee fails, without a valid reason, to attend at a scheduled training course paid for by the Employer, and
- (a) another Employee cannot attend the course in that Employee's place; or
 - (b) the Employer cannot be reimbursed for the course;

Then the Employee will repay the Employer for the cost of the course. In such case, the Employee and the Employer will meet to mutually agree upon a repayment schedule.

Outside Educational Opportunities

- 30.12 The Employer may provide financial assistance to Employees wishing to take courses directly related to the Employee's job functions. Upon successful completion of a class or course of study approved in advance by the Employer, an Employee with more than one (1) year of service may request reimbursement of actual tuition and required course materials. Reimbursement will be at the discretion of the Employer.

Education Leave Without Pay

- 30.13 A Permanent Employee who has completed three (3) years of service may request Education Leave Without Pay for a period of up to one (1) year to attend a recognized institution or to complete a practicum of other field of studies related to the programs and services of the Employer. During such leave of absence, there will be no benefits and seniority shall not accrue but the Employee shall retain their seniority upon return to work. A request for such leave shall not be unreasonably denied.

ARTICLE 31 – JOB PERFORMANCE EVALUATION

- 31.01 Job performance evaluations shall be completed midway through an Employee's probationary period, and the end of the probationary period, and annually thereafter.
- 31.02 The objectives of job performance evaluations are:
- a) To evaluate the ability of the Employee to carry out the tasks and responsibilities in the Employee's job description.
 - b) To identify organizational barriers to performance.

- c) To provide meaningful guidance and feedback to the Employee.
 - d) To coach for improved performance if necessary.
 - e) To provide an opportunity for the Employee to state their career development goals.
- 31.03 An Employee may request a job performance evaluation at any time during their employment, and such request shall not be unreasonably denied.
- 31.04 The Employer will discuss the draft results of an Employee's job evaluation with the Employee before finalizing it.
- 31.05 The Employee shall be entitled to append their comments to the evaluation.
- 31.06 An Employee shall be provided with a final version of the evaluation, with the Employee's comments attached, for review. The Employee shall sign and date the evaluation to indicate that the Employee has had the opportunity to review it.
- 31.07 The final version of the evaluation shall be placed on the Employee's personnel file and a copy shall be provided to the Employee.

ARTICLE 32 – DISCIPLINE AND PERSONNEL FILES

- 32.01 No Employee shall be disciplined or dismissed except for just cause. Disputes over what constitutes just cause shall be resolved through the grievance and arbitration procedure contained in the Collective Agreement.
- 32.02 The value of progressive discipline, with the aim of being corrective in application, is recognized by both parties. Progressive discipline means that verbal and written warnings shall normally precede more severe disciplinary actions such as suspensions or termination.
- 32.03 Before beginning any investigation into a possible disciplinary infraction by an Employee, the Employer will inform the Employee of the intention to conduct such investigation and the grounds for doing so, unless there is reasonable cause to withhold this information from the Employee.
- 32.04 Before any disciplinary action is taken, the Employer shall give the Employee an opportunity to present the Employee's version of the facts to the Employer, with a representative of the Union present, if the Employee so wishes.

- 32.05 An Employee shall have the right of Union representation during any disciplinary meeting with the Employer. The Employer shall give advance notice to the Employee of the nature of the meeting, shall advise the Employee of their right to Union representation, and shall provide a reasonable period of time for the Employee to acquire such representation. The Employee shall be given an opportunity to be heard at such meeting.
- 32.06 The above does not preclude an Employee from requesting Union representation at any meeting called by Employer.
- 32.07 All documents with respect to the discipline of an Employee will be placed on the Employee's personnel file, provided to the Employee and copied to the Union within two (2) working days.

Personnel Files

- 32.08 There shall be only one personnel file kept for each Employee.
- 32.09 An Employee shall have access to their personnel file upon request, in the presence of the Employer, normally within twenty-four (24) hours, and shall be provided with a copy of any document or the file as a whole, upon request.
- 32.10 A Union representative shall have the same rights as the Employee in Article 32.09 above, upon the written consent of the Employee.
- 32.11 Only disciplinary action documented on an Employee's personnel file in accordance with this Article may be introduced as evidence at any hearing relating to disciplinary action, such as grievance arbitration.
- 32.12 No document, including any Job Performance Evaluation, from the Employee's file may be introduced at a hearing related to the disciplinary action if the Employee was not aware of such document at the time it was filed.
- 32.13 Employees shall acknowledge receiving a disciplinary report by signing the copy to be filed. Such acknowledgment does not signify agreement with the content of the evaluation or disciplinary report. The Employee may attach comments to the report.
- 32.14 Records of discipline shall be removed from an Employee's file after a period of eighteen (18) months, providing that there has been no further disciplinary action during that time.

ARTICLE 33 – GRIEVANCE PROCEDURE

- 33.01 It is mutually agreed by the parties that it is the spirit and intent of this Article to address disputes in a fair and prompt manner.
- 33.02 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the terms of this Collective Agreement.
- 33.03 The Employer acknowledges the right and duties of the representatives of the Union to assist Employees in preparing and presenting grievances, and the Employee shall be entitled to be present at every step of the Grievance Procedure.
- 33.04 The Employee and a representative who accompanies this Employee under this Article will not suffer a loss of pay as a result of attendance at meetings between the Employer and the Employee as provided for under this Article. Both the Employee and the representative will provide as much advance notice as possible to the EAHOS Manager of any such meetings that conflict with their Employee responsibilities.
- 33.05 No Employee shall be disciplined for exercising their right to present a grievance as provided in this Collective Agreement or for exercising their rights under the *Canada Labour Code*.
- 33.06 After a grievance has been filed, no negotiation of this grievance shall take place outside of the Grievance Procedure.
- 33.07 No grievance shall be defeated or denied by any technical objection occasioned by a clerical or typographical error.
- 33.08 The Employer and the Union agree not to introduce after Step 1 of the Grievance Procedure, or at arbitration, any new documentation involving disciplinary action, unless cleared by the Arbitrator who shall decide if the material is admissible.
- 33.09 Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure.
- 33.10 The time limits in this Grievance Procedure may be extended by mutual consent of the parties.
- 33.11 a) If the Union notifies the Employer in writing of an alleged violation of the Collective Agreement but indicates a decision not to grieve, this decision shall be without prejudice to grievances on similar

matters. Furthermore, the withdrawal of a grievance at any step shall be without prejudice to grievances on similar matters if the Employer receives written notification of this decision from the Union.

- b) Unless otherwise agreed to by the Union, when the Employer settles a grievance prior to arbitration, such settlement shall be without prejudice to grievances on similar matters.

Informal Discussion

33.12 Before a grievance is filed, and whenever it is possible, the EAHOS Manager shall be given the opportunity to resolve the matter in accordance with the following:

- a) The Employee, accompanied and represented by a representative of the Union, if the Employee wishes, shall discuss the matter with the EAHOS Manager. The matter shall be brought to the attention of the Employer within ten (10) days of the Employee becoming aware of the circumstance giving rise to the matter.
- b) The discussion shall take place within ten (10) days after the matter is brought to the attention of the EAHOS Manager. If requested, the EAHOS Manager shall give a reply in writing within ten (10) days of the discussion.

Step One

33.13 If the matter is not resolved by the Informal Discussion process provided for by Article 33.12 above, a grievance shall be submitted in writing to the Executive Director of Skookum Jim Friendship Centre within ten (10) days of the response provided for in Article 33.12 (b) above. The grievance shall outline the facts of the grievance, the Article(s) of the Collective Agreement alleged to have been violated, and the relief sought. It shall be signed and dated by the Employee and a representative of the Union.

33.14 The Employer shall convene a meeting of the parties within ten (10) days of the receipt of the grievance, and shall respond to the grievance in writing within ten (10) days of this meeting.

33.15 Where the knowledge of the perceived violation was not available to the Union, these time limits shall be extended to the date at which the Union reasonably ought to have become aware of the violation.

Step Two

33.16 If the matter is not resolved at Step One, the grievance shall be submitted in writing to the Board of Directors of Skookum Jim Friendship Centre within ten (10) days of the response in Article 33.14 above.

33.17 The Employer shall convene a meeting of the parties, within ten (10) days of the receipt of the grievance, and shall respond to the grievance in writing within ten (10) days of this meeting.

Group or Union Policy Grievances

33.18 A Group grievance is one involving two or more Employees. A Union Policy grievance is a grievance involving the Union as a whole. Such grievances shall be initiated at Step One of the Grievance Procedure.

Employer Grievances

33.19 An Employer grievance shall be submitted to the President of the Local and shall be initiated at Step One of the Grievance Procedure. The Union shall convene a meeting of the parties within ten (10) days of the receipt of the grievance and shall respond to the grievance in writing within days ten (10) of this meeting.

Suspension and Discharge Grievances and Grievances Alleging a Requirement to Perform Unsafe Work

33.20 A disciplinary suspension or discharge grievance, or a grievance under Article 36 –Safety and Health alleging that an Employee or group of Employees is being required to perform unsafe work shall be initiated at Step Two of the Grievance Procedure.

ARTICLE 34 – ARBITRATION

- 34.01 Any grievance alleging a violation of this Collective Agreement, and including any question as to whether a matter is arbitrable, which has been processed but not settled through the above Grievance Procedure may be submitted to arbitration in accordance with this Article.
- 34.02 The party applying for arbitration shall provide the responding party, within sixty (60) days of an unsatisfactory response at Step Two, with a list of up to five (5) Arbitrators for consideration. Within ten (10) days of the receipt of the list of recommended Arbitrators, the other party will either accept one (1) Arbitrator from the list, or submit a list of up to five (5) Arbitrators to the aggrieved party for consideration. If no sole Arbitrator can be agreed on from this list within a further ten (10) days, either party may request the Minister of Labour to appoint an Arbitrator.
- 34.03 The Arbitrator shall have all the powers vested in the Arbitrator by the *Canada Labour Code* and by the Collective Agreement, including, in the case of discipline or discharge, the power to substitute for the discipline or discharge such other penalties that the Arbitrator feels just and reasonable in the circumstances.
- 34.04 The Arbitrator shall not have any power to change, modify, or alter the terms of the Collective Agreement.
- 34.05 The Employer and the Union shall equally share the cost of the Arbitrator. The grievor(s) and Employees and/or Union officers who are required to attend arbitration proceedings as witnesses or representatives shall be given leave with regular pay and without loss of benefits or seniority in order to do so.
- 34.06 The time limits in this Article may be extended by mutual consent of the parties.

ARTICLE 35 – JOINT LABOUR-MANAGEMENT COMMITTEE

- 35.01 A Joint Labour-Management Committee shall be established, consisting of an equal number of representatives appointed by each of the Union and the Employer.
- 35.02 The Committee shall meet quarterly, or more frequently at the request of either party, for the purpose of discussing all matters of mutual concern. The Committee shall have the power to make recommendations to the Employer and the Union but shall not have the authority to amend

or modify the Collective Agreement, nor to discuss any grievance after the Informal Discussion stage.

35.03 The Employer is responsible, in consultation with the Union, for preparing the agenda and ensuring that minutes are distributed within fourteen (14) days of the meeting. The minutes shall be approved and signed by both parties and shall be posted for the information of all Employees.

35.04 Time spent by Employees in carrying out the functions of the Committee shall be considered to be time worked at straight time rates. Every reasonable effort shall be made to hold such meetings during the Employees' scheduled hours.

ARTICLE 36 – SAFETY AND HEALTH

36.01 The Employer and the Union agree to the appointment of Health and Safety Representatives in compliance with the “**Workers Safety and Compensation Act**” as amended from time to time.

36.02 Health and Safety Representative(s) have the authority to:

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

36.03 The Employer and Employees shall provide to the Health and Safety Representative(s) such information and assistance as such representative(s) may need for the purpose of carrying out the inspection or tests referred to in Article 36.02 above.

36.04 Health and Safety Representative(s) shall identify situations that may be hazardous to workers and shall report such situations to the Employer, the Employees, and the Union.

36.05 Should a person be critically or fatally injured at a workplace from any cause, Health and Safety Representative(s) may accompany a safety officer during an investigation of the place where the accident occurred.

36.06 Health and Safety Representative(s) are entitled to take such time from work as is necessary to carry out the duties specified in this Article, and such time shall be considered time worked at straight time rates of pay.

No overtime shall be accrued in the exercise of their duties as a Health and Safety Representative except where approved in advance by the EAHOS Manager.

36.07 Health and Safety Representative(s) shall keep records of all matters dealt with and shall make such records available to the Employer and a Chief Industrial Safety Officer on request.

36.08 Health and Safety Representative(s) may appeal to the Chief Industrial Safety Officer to resolve any differences of opinion with the Employer concerning health and safety matters and the decision of such Officer shall be final.

Right to Refuse Unsafe Work

36.09 An Employee may refuse to work or to do particular work where such Employee has reason to believe that:

- (a) the use or operation of a machine, device, or other object constitutes an undue hazard to the Employee or any other person;
or
- (b) a condition exists in the workplace that constitutes an undue hazard.

36.10 An Employee who refuses to work or to do particular work shall immediately report the circumstances of the matter to the Employer, who shall forthwith investigate the situation in the presence of the worker and in the presence of:

- (a) the Health and Safety Representative, who represents the Employee, or
- (b) another Employee selected by the Employee, who shall be made available and shall attend without delay, and whose attendance shall be considered time worked.

36.11 After the investigation referred to in Clause 36.10 above, and any action taken to remove the hazard, the Employee may again refuse to work or to do particular work because of that hazard where the Employee has reasonable cause to believe that:

- (a) the use or operation of the machine, device, or object continues to constitute an undue hazard to the Employee or to any other person;
or

- (b) the condition of the workplace continues to constitute an undue hazard.
- 36.12 An Employee who refuses to work or to do particular work under Article 36.11 shall forthwith report the circumstances of the matter to the Employer, and the Employer or supervisor shall then forthwith report the circumstances of the matter to a Safety Officer.
- 36.13 No Employee may exercise their right under Articles 36.09 or 36.11 if the refusal to perform the work puts the life, health, safety, or physical well-being of another person in immediate danger or if the conditions under which the work is to be performed are ordinary conditions of that kind of work.
- 36.14 The Employer may require, where justified by the circumstances, an Employee to undergo a specific medical, hearing or vision examination by a qualified medical practitioner in accordance with the **“Workers Safety and Compensation Act”** as amended from time to time to determine whether the Employee is fit to perform the duties of their employment. The Employee shall obtain the results of the examination(s) conducted and provide a copy of the results to the Employer in a timely manner.

Training

- 36.15 All Permanent or Term Employees who are required to successfully complete First Aid and Safety training courses or other training courses related to the role of Health and Safety Representative shall be granted time off with pay for such training. The Employer shall pay for such course fees and tuition. No overtime shall be accumulated as a result of attendance at such training.

Maternity-Related Reassignment or Leave

- 36.16 An Employee who becomes pregnant, or is nursing, may request precautionary measures, including an appropriate modified work program, if the Employee believes their work or work environment may present a danger to the Employee’s fetus or nursing child.
- 36.17 The Employer will make every effort, up to undue hardship, to provide an appropriate modified work program during the period of pregnancy and nursing, and the Employee shall experience no loss of pay, benefits or seniority during the period of modified work.
- 36.18 If the Employer is unable to accommodate the Employee with a modified work program, the Employee shall be granted leave without pay, but without loss of benefits or seniority, during the pregnancy or nursing period.

Duty to Accommodate

- 36.19 The Employer and the Union acknowledge the legal duty to accommodate any Employee regarding the terms and conditions of their employment in accordance with the Yukon *Human Rights Act*, 2002, and existing jurisprudence.
- 36.20 In situations where an accommodation is required pursuant to Article 36.19 above, the Employer, Union and Employee shall meet to explore the required accommodation.

Workplace Related Critical Incident Leave

- 36.21 For the purposes of this Article, a traumatic event occurs when an employee is exposed to actual or threatened death, serious injury, or violence in one (or more) of the following ways:**
- a) directly experiencing the event(s);**
 - b) witnessing, in person, the event(s) as it occurred to others;**
 - or**
 - c) experiencing repeated or extreme exposure to details of the traumatic event(s).**

Examples of traumatic events include, but are not limited to:

- a) witnessing a fatality or a horrific injury;**
 - b) responding to or investigating a fatal or horrific injury;**
 - c) being subjected to violence; and**
 - d) being subjected to threats of violence when there is reason to believe the threat is serious and potentially harmful to self or others (for example, bomb threat or confrontation with a weapon).**
- 36.22 Critical incident stress defusing shall be provided to employees who have experienced a work-related, traumatic event. Critical incident stress debriefing and appropriate support shall be made available for all employees who require it. Appropriate resources will be made available as soon as possible following the incident. Accessing support will be without loss of pay. The Employer will make best efforts to ensure that employees who have experienced a work related, traumatic event can, at their or their manager's discretion, be relieved of their duties for the remainder of their shift, without loss of pay.**

ARTICLE 37 – DESIGNATED PAID HOLIDAYS AND HOLIDAY SEASON LEAVE

- 37.01 The following are designated paid holidays:

- a) New Year's Day
- b) Heritage Day
- c) Good Friday
- d) Easter Monday
- e) Victoria Day
- f) National Aboriginal Day
- g) Canada Day
- h) Skookum Jim Day (Discovery Day)
- i) Labour Day
- j) **National Day for Truth and Reconciliation**
- k) Thanksgiving Day
- l) Remembrance Day
- m) Christmas Day
- n) Boxing Day
- o) Other First Nation ceremonial days, as approved by the Board of Directors
- p) Any other day proclaimed as a statutory holiday by the Parliament of Canada or the Yukon Territorial Government.

- 37.02 All Employees shall receive holiday pay for a designated holiday as follows:
- a) Designated holiday pay for Permanent and Term Employee for a holiday on which they do not work shall be their regular wages.
 - b) Designated holiday pay for Auxiliary On-Call Employees for a holiday on which they do not work shall be the equivalent of ten percent (10%) of the Employee's wages for the hours paid in the two (2) week period immediately preceding the week in which the holiday falls.
- 37.03 For Employees required to work on a holiday, the Employee shall be deemed to be working overtime for all hours worked on the holiday. In addition, the Employee shall receive holiday pay as per Article 37.02 above.
- 37.04 Where a holiday falls on a day that is not a regular work day for a Permanent or Term Employee, the Permanent or Term Employee shall be granted a holiday with pay on the Employee's next regularly scheduled working day immediately following the holiday and shall be compensated in accordance with Article 37.02.
- 37.05 Hours for which designated paid holiday pay is received shall count as time worked.
- 37.06 A designated paid holiday may be observed on a specific day other than the designated day upon mutual consent of the Employer and the Employee.
- 37.07 Where a designated paid holiday falls within a period of leave with pay for the Employee, the holiday shall not count as a day of leave.
- 37.08 Notwithstanding anything in this Article, an Employee is not entitled to holiday pay if the Employee is absent without pay on their regular working day immediately before or immediately after the holiday, or is otherwise not entitled to be paid for the general holiday pursuant to the Yukon *Employment Standards Act*.

Holiday Season Premium Pay

- 37.09 Employees required to work on the days on which the Office of the EAHOS Manager is closed for Board-approved holiday leave will be paid time and one-half (1.5x) for the duration of their regular shift. This holiday season premium pay shall apply to no greater than three (3) days, excluding the designated paid holidays, in the December 25-31 period.

Only those Employees who have regularly scheduled shifts during the three days shall receive holiday season premium pay.

- 37.10 An Employee shall not be required to work both Christmas Day and New Year's Day, unless requested in writing by the Employee and approved by the Employer.

ARTICLE 38 – VACATION

- 38.01 Permanent and Term Employees shall earn vacation days at the following rate, prorated based on the Employee's actual hours worked compared to a standard work week as provided for in Article 2.01 (r):
- (a) 1.66 days per month for the first and each subsequent year of service, up to three (3) years of service;
 - (b) 2 days per month starting after three (3) years and one (1) month of service (37 months), up to five (5) years of service;
 - (c) 2.25 days per month starting after five (5) years and one (1) month of service (61 months), up to seven (7) years of service;
 - (d) 2.5 days per month starting after seven (7) years and one (1) month of service or more (30).

For example, a Permanent or Term Employee with years of service falling under clause (a) above, working between 32 and 34 hours per week will earn 1.49 vacation days for the calendar month.

- 38.02 Auxiliary On-Call Employees shall be paid vacation pay biweekly of eight per cent (8%) for the first 5,600 hours of work and ten per cent (10%) on all hours worked in excess of 5,600 hours.
- 38.03 Permanent and Term Employees shall be entitled to take all of their vacation consecutively each year.
- 38.04 Permanent and Term Employees are encouraged to take vacation the year it is earned. However, Employees may carryover unused vacation to the next year to a maximum of ten (10) days. Employees with more than ten (10) vacation days shall be paid out the excess that cannot be carried over at the end of each fiscal year.
- 38.05 Vacation preferences shall be granted to Permanent and Term Employees on the basis of seniority for Employees who make their request as of March 1 of each year. After that, vacation requests shall be granted in order of the date received by the Employer. The Employer shall make

every effort to grant the specific period requested, and shall notify the Employee in writing within two (2) weeks of the request.

- 38.06 The Employer shall not deny vacation leave once granted, nor shall Employees be recalled to work from vacation leave.
- 38.07 Vacation days are earned bi-weekly. After six (6) months of service, an Employee is eligible to access their vacation days. Auxiliary On-Call Employees are paid their vacation pay on each applicable payroll.
- 38.08 At termination of employment, or when a Permanent or Term Employee accepts a position as an Auxiliary On-Call Employee, the Employee shall receive the cash equivalent of any accumulated vacation days owing at their current rate of pay.

ARTICLE 39 – SPECIAL LEAVE WITH PAY OR WITHOUT PAY

- 39.01 Permanent and Term Employees shall earn special leave at the rate of one-half (1/2) day for each calendar month of employment, prorated based on the Employee's actual hours worked compared to a standard work week, as provided for in Article 2.01 (r).

For example, a Permanent or Term Employee working between 32 and 34 hours per week will earn 0.45 special leave days for the calendar month.

- 39.02 Special leave credits shall be advanced to the Employee on April 1 of each year.
- 39.03 Employees shall pay back any used but unearned Special Leave credits upon termination of employment unless such termination is because of the death of Employee.
- 39.04 Special Leave credits are intended to be used within the Fiscal Year (March 31) but Employees may carryover a maximum of one year's entitlement to the next Fiscal Year.
- 39.05 Special leave may be used at the Employee's discretion for the following circumstances:
 - (a) Wellness care for the Employee;
 - (b) To care for a family member;
 - (c) For other family-related responsibilities, such as meetings with school authorities or to provide care for an Employee's child in the case of an unforeseen closure of a school or daycare facility;

- (d) The birth or adoption of a child;
- (e) Marriage leave;
- (f) Fasting;
- (g) Potlatch;
- (h) Hunting, fishing and harvesting and other traditional pursuits.

39.06 The Employee will request special leave, where possible, at least fourteen (14) calendar days in advance.

Other Leave With or Without Pay

39.07 An Employee may be granted, in addition to any of the leaves provided for in this Collective Agreement, additional leave with or without pay at the discretion of the Employer.

39.08 Employees will not accrue sick leave, paid vacation or other paid leave during any leave without pay in excess of two weeks.

Family Violence Leave

Domestic or Sexualized Violence Leave

39.09 The Parties agree that the Domestic or Sexualized Violence Leave provisions in Section 60.03.01 of the Yukon Employment Standards Act, as may be amended from time to time, shall be applicable to the employees covered by this Collective Agreement.

39.10 An employee may access Domestic or Sexualized Violence Leave by providing a request, in writing, to the Executive Director for leave for one or more of the purposes set out in Section 60.03.01(4) of the Yukon Employment Standards Act, as may be amended from time to time.

39.11 An employee, who is eligible for Domestic or Sexualized Violence Leave, is entitled during each calendar year to the paid or unpaid leaves as specified in Section 60.03.01(5) of the Yukon Employment Standards Act, as may be amended from time to time. The current leave entitlements set out in Section 60.03.01(5) are:

- (i) up to five (5) days of leave without pay in each calendar year, to be taken in units of one or more days or as one continuous period; and**
- (ii) if the employee has completed three (3) months of continuous employment with the Employer, both of the following types of**

leave of absence in each calendar year in addition to the leave described in sub-paragraph (i) above:

(iii) up to five (5) days of leave with pay, to be taken in units of one or more days or as one continuous period, and

(iv) up to fifteen (15) weeks of leave without pay, to be taken as follows:

a. if the Employer consents to the employee doing so, in units of one or more days, or

b. in any other case, as one continuous period.

39.12 An employee may request to use any unused banked overtime (as per Article 20.05) and/or any unused earned sick leave credits (as per Article 47) to convert one or more of the days of leave without pay (as per Article 39.11(i) or (ii) 2 above) to days of leave with pay. Any such request shall not be unreasonably denied by the Employer.

39.13 This leave may be taken as consecutive or single days or as a fraction of a day based on one hour intervals, with request for approval being sought as soon as is reasonable within the first working day. This leave shall not be carried forward.

39.14 All personal information concerning domestic violence will be kept confidential in accordance with relevant legislation and shall not be disclosed to any other party without the employee's written agreement.

39.15 At the discretion of the Employer, when the employee is the subject of domestic violence, the employee may be granted paid leave beyond the maximum specified above, provided the employee has unused special leave credits or banked leave credits sufficient for the leave granted. Subject to the effective operation of the Employer, such a request shall not be unreasonably withheld.

39.16 The Employer may request supporting documentation no later than 15 days after an employee returns to work and the employee must provide it if reasonably practicable.

Indigenous Cultural Leave

39.17 An employee who is an Aboriginal person (meaning Indian, Inuit or Metis) and who has been continuously employed for three (3) consecutive months will be entitled to a leave without pay of up to five (5) working days in every calendar year in order to engage in traditional practices such as hunting, fishing and harvesting and other activities to maintain their culture through traditional practices.

39.18 The Employee, at their discretion, may request to use unused banked overtime leave of up to five (5) days for this leave in accordance with Article 20.05.

ARTICLE 40 – BEREAVEMENT LEAVE

- 40.01 An Permanent Employee or Term Employee shall be granted up to five (5) days bereavement leave with pay, so that the Employee is able to be away from the workplace for a minimum period of seven (7) days, when there is a death in the Employee's Immediate Family, for the purpose of grieving and/or administering bereavement responsibilities and/or attending a funeral, memorial service, or celebration.
- 40.02 In lieu of Article 40.01, the Employer shall, at the request of the Employee, grant the Employee an equivalent amount of bereavement leave with pay where there is an imminent death in the Employee's Immediate Family.
- 40.03 A Employee granted leave under Article 40.01 or 40.02 who must travel out of Whitehorse due to the death or imminent death in the Employee's Immediate Family shall be granted leave with pay for an additional travel day or days, as may be required, up to a maximum of three (3) days.
- 40.04 The period of bereavement leave need not be consecutive.
- 40.05 Upon request, an Employee may be granted additional bereavement leave without pay but without loss of benefits or seniority for a period of up to two (2) weeks. Request for such leave shall not be unreasonably denied.

ARTICLE 41 – COMPASSIONATE CARE LEAVE

- 41.01 An Employee shall be granted up to eight (8) weeks of compassionate care leave without pay for care and support of a family member as provided by the Yukon *Employment Standards Act*.
- 41.02 The Employee shall notify the Employer in writing of the commencement date of such leave, and upon request, shall provide the Employer with a medical certificate from a qualified medical professional attesting that the family member is at significant risk of death in the next 26 weeks.
- 41.03 Leave granted under this Article shall be for a minimum period of one (1) week and for a maximum period of eight (8) weeks.
- 41.04 The Employer shall pay to an Employee who provides proof to the Employer that the Employee is in receipt of or awaiting Employment

Insurance Compassionate Care benefits a sum equal to one hundred per cent (100%) of salary for the waiting period of up to one (1) week for the Employee to receive Employment Insurance benefits, in accordance with a supplementary employment insurance benefit plan.

ARTICLE 42 – COURT LEAVE

- 42.01 No Permanent or Term Employee shall suffer a loss of pay or benefits if the Employee is absent from work due to attending court in response to a jury summons or a witness subpoena of a third party.
- 42.02 No Employee who is required to attend court in connection with the performance of the Employee's job duties shall suffer any loss of pay as a result, and the provisions of Article 20 – Overtime, shall apply to any hours of court attendance, or preparation by counsel, that would constitute overtime for the Employee. The Employee will use their best efforts to schedule matters to avoid overtime.
- 42.03 An Employee who is called as a witness by the Employer at an arbitration hearing under Article 34 – Arbitration shall not suffer any loss of pay or benefits as a result, and the provisions of Article 20 – Overtime, shall apply to any hours of attendance at the arbitration, or preparation by counsel, that would constitute overtime for the Employee.
- 42.04 In the event that an Auxiliary On-Call Employee receives a jury summons or a witness subpoena prior to the posting of the shift schedule in Article 19, the Employee shall inform the Employer of their unavailability for work.
- 42.05 In the event that an Auxiliary On-Call Employee receives a jury summons or a witness subpoena after being scheduled to work, the Employee shall make reasonable efforts to switch the shift with another Auxiliary On-Call Employee.

ARTICLE 43 – EDUCATION LEAVE

- 43.01 Employees enrolled in credit courses, which are defined as courses which a part of a designed program of courses leading to certification, shall be granted, upon two (2) weeks' written notice, one (1) day of leave during the term of the course to attend classes or prepare for exams.

ARTICLE 44 – INJURY ON DUTY LEAVE

- 44.01 Employees who are injured on the job and have their claim approved by the Workers' Compensation Health and Safety Board ("the Board") shall be granted Injury on Duty Leave.

- 44.02 The Employee shall receive directly from the Board any wage loss benefits to which they may be entitled.
- 44.03 While awaiting a decision from the Board, the Employee shall be entitled to use their sick leave credits in accordance with Article 47 – Sick Leave. In the event that the Employee does not have sufficient sick leave credits, the Employee may use their available vacation leave and banked overtime credits until a final decision has been made by the Board on the claim.
- 44.04 If the claim is successful, the payment made by the Board for the period of the Injury on Duty Leave shall be paid by the Board or the Employee to the Employer until sick leave and/or vacation leave and/or banked overtime used by the Employee advanced is repaid. The Employee's respective leave banks will be credited to the extent of the repayment.
- 44.05 Employees will not accrue sick leave, paid vacation or other paid leave during the unpaid Injury on Duty leave or during the Appeal period.
- 44.06 The Employer and the Employee shall continue to pay their share of premiums for group insurance benefits coverage if permitted by the insurance carrier during the unpaid Injury on Duty Leave and during the Appeal period.
- 44.07 In the event that an Employee is on a graduated return-to-work program and receives wages for hours worked, the Employee shall earn leave accruals in accordance with the appropriate Article, pro-rated to hours worked.

ARTICLE 45 – MATERNITY LEAVE

- 45.01 Upon giving at least four (4) weeks' notice before the day on which the Employee intends to begin the leave, with a certificate of a medical practitioner stating the Employee is pregnant and the probable date of the birth of the child, an Employee shall be entitled to maternity leave without pay.
- 45.02 Maternity leave may be for a period of up to 17 weeks, which may be taken before or after the birth of the baby, or partially before and partially after.
- 45.03 An Employee may combine maternity and parental leave for a total of seventy-eight (78) weeks, but may take less than seventy-eight (78) weeks if the Employee wishes.
- 45.04 The Employee must give two (2) months' notice of their intent to return to work at the agreed upon or an earlier date. Otherwise the Employer will make reasonable efforts to contact the Employee within the next two (2)

weeks to determine the Employee's intentions. If the Employer cannot contact the Employee, the Employee's employment is deemed to terminate on the date on which the Employee should have notified the Employer.

- 45.05 In the event that an Employee on maternity leave decides not to return to work, and communicates this to the Employer two (2) months prior to the previously agreed upon date of return, the Employee's employment shall terminate on the date on which their leave expires or such earlier date as the Employee wishes.
- 45.06 An Employee on maternity leave shall remain a member of the bargaining unit, and shall have all the benefits of this Collective Agreement except that the Employee shall not accrue vacation days or other leave with pay, or take such leave, during the period of maternity leave.
- 45.07 Where a doctor's certificate is provided indicating that the Employee requires a longer period of maternity leave for health reasons, or where the Employee's newborn child is suffering serious medical problems, the Employee may request an extension of maternity leave for up to one (1) year, and such request shall not be unreasonably denied.
- 45.08 A Permanent or Term Employee may use sick credits the Employee has earned in accordance with Article 47 – Sick Leave either before or after the maternity leave if the Employee is suffering from pregnancy-related disability.
- 45.09 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.
- 45.10 The Employer shall pay to an Employee immediately prior to the commencement of their maternity leave, a sum equal to one hundred per cent (100%) of salary for the waiting period of up to one week for the Employee to receive Employment Insurance benefits, in accordance with a supplementary employment insurance benefit plan. This sum shall be pro-rated for Auxiliary On-Call Employees based on their average weekly earnings over the two (2) pay periods preceding commencement of the leave.

ARTICLE 46 – PARENTAL AND ADOPTION LEAVE

- 46.01 An Employee who gives at least four (4) weeks' notice to the Employer is entitled to parental leave without pay for a period of up to sixty-three (63) weeks, upon becoming a parent due to the birth or adoption of a child by the Employee or their partner who resides with the Employee.

- 46.02 Where two Employees become the parents of the same child, both Employees are entitled to parental leaves which, when combined, do not exceed a continuous period of sixty-three (63) weeks.
- 46.03 An Employee who is granted parental leave must complete the leave no later than seventy-eight (78) weeks after the date of birth or adoption of the child.
- 46.04 Where an Employee intends to take parental leave in addition to maternity leave, the Employee must begin the parental leave immediately upon expiry of the maternity leave, unless the Employer agrees otherwise.
- 46.05 An Employee must give two (2) months' notice of his or her intention to return to work. Otherwise the Employer will make reasonable efforts to contact the Employee to determine their intentions within the next two (2) weeks. If the Employer cannot contact the Employee, the Employee's employment is deemed to terminate on the date on which the Employee should have notified the Employer.
- 46.06 In the event that an Employee on parental leave decides not to return to work, and communicates this to the Employer two (2) months prior to the previously agreed upon date of return, their employment shall terminate on the date the Employee's leave expires, or such earlier date as the Employee wishes.
- 46.07 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.
- 46.08 An Employee on parental leave shall remain a member of the Bargaining Unit, and shall receive the benefits of this Agreement except the Employee shall not accrue vacation days or leave with pay, or take such leave, during a period of parental leave.
- 46.09 The Employer shall pay to an Employee a sum equal to one hundred per cent (100%) of salary for the waiting period of up to one week for the Employee to receive Employment Insurance benefits, in accordance with a supplementary employment insurance benefit plan where otherwise not received under Article 45. This sum shall be pro-rated for Auxiliary On-Call Employees based on their average weekly earnings over the two (2) pay periods preceding commencement of the leave.

ARTICLE 47 – SICK LEAVE

- 47.01 Permanent and Term Employees shall earn sick leave credits of seven-tenths (0.7) of a day per month, pro-rated based on the Employee's actual hours worked compared to a Standard Work Week as provided for in Article 2.01 (r).
- 47.02 Permanent or Term Employee may use sick leave credits where the Employee:
- 1) is unable to perform their duties due to illness or injury;
 - 2) is in quarantine;
 - 3) must travel for medical purposes; or
 - 4) needs medical attention for exploratory or preventative purposes.
- 47.03 The Employer may require such Employee to obtain a medical certificate from a qualified medical practitioner for sick leave absences of more than five (5) consecutive days. The Employer shall reimburse the Employee for the cost of any such medical certificate.
- 47.04 Unused sick leave credits may be carried over from one year to the next, and may be accumulated up to a maximum of thirty (30) sick days. Sick days are cancelled and not paid out on termination of employment.
- 47.05 Sick leave credits for Permanent and Term Employees shall be advanced to the Employee on April 1 of each year, based on the level of actual shift hours worked compared to a Standard Work Week. Sick leave credits will be reassessed at the time of a change in regular shift hours worked.
- 47.06 An advance of sick leave credits shall be reimbursed to the Employer by deduction from future sick leave credits or, where the Employee's service is terminated before the advance is repaid, by deduction from compensation otherwise owed to the Employee.
- 47.07 Where employment is terminated by death, the Employee shall be deemed to have earned the amount of any sick leave with pay advanced.
- 47.08 The Employer may grant an Employee additional sick leave without pay if required by 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, paid vacation or other paid leave during a period of sick leave without pay.

ARTICLE 48 – TECHNOLOGICAL CHANGE

- 48.01 When the Employer wishes to introduce a technological change to the workplace as defined in the *Canada Labour Code* that will affect a significant number of Employees, the Employer shall give the Union one hundred and twenty (120) days' notice of its intention to introduce such change, in accordance with the *Canada Labour Code*.
- 48.02 The Employer and the Union shall meet within fourteen (14) calendar days of such notice being given to discuss the details and impact of such change, with a view to minimizing adverse effects on Employees.
- 48.03 Should any Employee require retraining as a result of such change, the Employer shall provide such training at no cost to the Employee. Employees shall make reasonable efforts to learn new technological advances as required by the Employer. Time spent in such training shall be considered time worked.

ARTICLE 49 – REPORTS OF THE BOARD OF DIRECTORS; EMPLOYER POLICIES

- 49.01 The Employer shall post the names of the members of the Board of Directors in the workplace.
- 49.02 The Employer shall provide the Local Union with minutes of the meetings of the Board of Directors.
- 49.03 The Employer shall provide the Local Union with up-to-date policies and procedures applicable to the Bargaining Unit, and will provide the Local Union with thirty calendar (30) days' notice of any proposed changes to policies prior to implementing them.

ARTICLE 50 – PAY ADMINISTRATION

- 50.01 The wage schedule covering all Employees occupying positions shall be set out in Schedule "A", forming part of this Agreement.
- 50.02 The Employer shall pay wages bi-weekly in accordance with Schedule "A" on every second Friday by direct deposit to the financial institution of the Employee's choice. In the event of a payday falling on a designated holiday, the payday will be the last banking day before the holiday.
- 50.03 Alternatively, Employees may choose to be paid by cheque on the same day as direct deposits are made.

50.04 Pay shall be processed by direct deposit. 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, will be distributed in a confidential envelope.

For each pay period, the pay stub will show the Employee's name, the pay period being paid, the hourly rate of pay, the particulars of hours worked and the appropriate percentage for leave accruals in relation to hours worked for that pay period. Hourly premiums and overtime accruals and/or pay out of overtime will each be shown separately. Year to date cumulative totals for leaves will be included as will the deductions taken from the pay, and the Employee's net pay will be listed as well as year date cumulative accruals.

50.05 The Employee may change the specified account for direct deposit by providing at least ten (10) calendar days' notice for the information to take effect.

50.06 Upon written request to the Executive Director and subject to seven (7) calendar days' notice prior to commencement of a vacation leave period, pay shall be processed to the extent that earned vacation credits are available.

50.07 Each Employee is responsible for completing and submitting their own timesheet clearly identifying time worked, leave taken, and compensatory leave or overtime earned, no later than 8:00 AM on the Monday preceding payday. Time sheets that are not submitted on time will be considered as late submissions and will be processed on the following pay day unless there is a valid reason why the Employee could not meet the deadline.

50.08 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 timesheet as time not worked.

ARTICLE 51 – SEVERANCE PAY

51.01 For the purpose of this Article, an eligible Employee is an Employee who has worked for more than 10,000 hours with the Employer.

51.02 An eligible Employee, other than an Employee who receives a disciplinary discharge, and is not reinstated through the grievance and arbitration process, shall receive a severance bonus upon termination of their employment by the

Employer arising from a layoff of greater than 18 months, or the reduction or loss of funding under Article 27.14.

- 51.03 The amount of the severance bonus shall be one quarter (1/4) of the Employee's average weekly pay for the twelve (12) months preceding the date of termination, multiplied by the number of completed years of continuous service with EAHOS, less any severance bonus previously received.

ARTICLE 52 – BENEFITS

- 52.01 Permanent and Term Employees who work at least 20 hours per week are eligible for group insurance benefits coverage after three (3) months of service. The Employee shall pay one hundred per cent (100%) of premiums for the Short-Term Disability Plan and the Employer shall pay one hundred per cent (100%) of premiums for all other benefits.

- 52.02 The Employer agrees to continue the comprehensive benefits coverage in place at the time of ratification of the Collective Agreement, or a plan with the same or improved coverage. The current plan includes the following:

- a) Life Insurance;
- b) Accidental Death and Dismemberment;
- c) Short-Term Disability;
- d) Extended Health Care and Vision Care;
- e) Dental Care;
- f) Dependent Life Insurance.

- 52.03 Eligibility and entitlement to any benefits is subject to and determined by the terms of the plan provided by the insurer.

ARTICLE 53 – REGISTERED RETIREMENT SAVINGS PLAN

- 53.01 Permanent, Term and Auxiliary on Call Employees are eligible for the Registered Retirement Savings Plan after three (3) months of service. All Employees may be enrolled in the Employer's Group Registered Retirement Savings Plan.

- 53.02 The Employer agrees to continue to make the following matching contributions to Employee Registered Retirement Savings Plan:

- a) Year 1: 2% of gross pay;
- b) Years 2,3,4: 3% of gross pay;
- c) Year 5: 3% of gross pay plus a \$300 contribution;
- d) Years 6,7,8,9: 3% of gross pay;
- e) Year 10: 3.0% of gross pay plus a \$1,200 contribution;
- f) Years 11+:3% of gross pay.

ARTICLE 54 – PSAC SOCIAL JUSTICE FUND

54.01 The Employer shall contribute one cent (\$0.01) per hour worked by each Employee to the PSAC Social Justice Fund and such contribution shall be made for all hours worked by each Employee in the Bargaining Unit. Contributions to the Fund shall be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be used strictly for the purposes specified in the **Articles of Continuance** of the PSAC Social Justice Fund.

ARTICLE 55 – DURATION AND RENEWAL

- 55.01 This Agreement shall be binding and remain in effect upon ratification to March 31, 2025.
- 55.02 Unless otherwise specified, all provisions of this Agreement take effect on date of ratification.
- 55.03 The provisions of this Agreement shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.
- 55.04 Within four (4) months preceding the expiry of this Agreement, either party may by written notice require the other party to begin bargaining collectively with a view to the conclusion, renewal or revision of this Collective Agreement.
- 55.05 This Agreement may be amended by mutual consent.
- 55.06 Where notice to commence collective bargaining has been given under Article 55.04, the Employer shall not, without the consent of the Union, alter

any term/or condition of employment of Employees in the Bargaining Unit, including wages, until a renewal or revision of the Agreement, or a new Collective Agreement, has been concluded, or the Employer is entitled to change the terms and conditions of employment or any other right or privilege of the Employees pursuant to s.50(b) of the *Canada Labour Code*.

Signed in Whitehorse, the 12 day of March 2024

For EAHOS



Alyson Ryce
EAHOS Manager,
Skookum Jim Friendship Center

For PSAC



Justin Lemphers
YEU President



Josée-Anne Spirito
REVP North

Erna Post Negotiator

MEMORANDUM OF UNDERSTANDING #1
JOINT COMMITTEE ON LONG-TERM DISABILITY

The parties agree to establish a joint committee consisting of equal numbers of representatives of the Employer and the Union to explore the options for introducing a Long-Term Disability Plan.

The Joint Committee shall meet within ninety (90) days of the signing of this Collective Agreement.

MEMORANDUM OF UNDERSTANDING #2
WITH RESPECT TO SENIORITY OF CERTAIN EMPLOYEES

The parties agree that actual hours worked with youth at risk for Skookum Jim Friendship Centre prior to the establishment of EAHOS shall count for the purposes of seniority, wages, vacation accrual and RRSP where applicable for the following Employees:

1. (February 6, 2008)
2. (September 29, 2003)

MEMORANDUM OF UNDERSTANDING #3

WITH RESPECT TO ERRORS IN PAY

The parties are agreed that going forward, with the exception of Linda Collins, all pays will be processed via direct deposit.

Further, in the event future payroll errors occur, the following will apply in order to address such errors as quickly as possible.

Overpayments will be addressed in the following manner:

If the overpayment is in excess of one hundred dollars (\$100.00), the Employer will, within 30 days of the error advise the employee of their intention to recover the overpayment. Such recovery will not exceed ten percent (10%) of the employee's pay each pay period unless otherwise agreed to by the employee until the entire amount is recovered. If the employee advises the employer that the recovery action will create a hardship, a lesser amount will be mutually agreed to. Notwithstanding the foregoing, in the event employment ceases, any outstanding amounts may be recovered from final pay.

Underpayments will be addressed in the following manner:

In the event a payroll error in excess of one hundred dollars \$100.00 is verified, the underpayment shall be rectified within five (5) business days in accordance with the revised information.

All other pay errors will be rectified in the pay period subsequent to the error.
Letter of Understanding

MEMORANDUM OF UNDERSTANDING #4
WITH RESPECT TO PAYROLL REVIEW

This letter is to give effect to the understanding reached between the parties during negotiations.

The Employer will commence a comprehensive and independent review of hours of work as soon as is possible and the review will be completed with results of this review communicated in writing to the Union no later than September 30th 2024.

The review will be conducted retroactive to April 1, 2017 and as such, may impact: Pay, seniority, leave entitlements (special leave, vacation leave and sick leave).

Therefore following will apply:

- Where overpayments may have occurred since 2017, the Employer will not recover such overpayments for pay or leaves. Seniority however, will be adjusted.
- Underpayments of more than \$25.00 will require an upward adjustment of pay or related leave accruals in accordance with the revised information. Seniority will also be amended.

The parties will meet within thirty (30) days of the final report to review the results and discuss individual situations on a case by case basis if requested by one party or the other.

APPENDIX A – RATES OF PAY

Outreach Coordinator

	Start	After 1 year	After 2 years
Current	28.66	30.51	31.87
April 1 2022	29.95	31.88	33.30
April 1 2023	31.15	33.16	34.64
April 1 2024	32.34	34.32	35.85

Shelter Worker

	Start	After 1 year	After 2 years
Current	24.10	24.65	25.47
April 1 2022	25.18	25.76	26.62
April 1 2023	26.19	26.79	27.68
April 1 2024	27.11	27.73	28.65

Pay Notes: Employees shall move up to the next step on the wage grid on their anniversary date of start of employment.