

Article 22
Court Leave

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

Article 23
Pregnancy, Adoption and Parental Leave

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

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

Article 24 **Prepaid Leave Plan**

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

Article 25 **Professional Development**

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

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

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

Article 26
Workers' Compensation

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

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

Article 27
Leave of Absence Without Pay

- 27.01 After completion of three (3) years of continuous employment, employee may request leave without pay and without benefits for periods of 12 months or more. Such requests will not be unreasonably withheld.
- 27.02 An employee on a leave of absence shall confirm in writing at least three (3) months before his/her leave is over that he/she intends to return to work at the agreed upon date. Otherwise, the employer will make reasonable efforts within the next two (2) weeks to contact the employee to determine his/her intentions. If

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

Article 28
Hours of Work

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

28.07 Rest Periods

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

28.08 Meal Breaks

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

Article 29
Pay

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

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

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

Article 30
Pay for Travel on Behalf of Employer

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

Article 31
Vacancies, Job Postings, Promotions and Transfers

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

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

(a) knowledge;

(b) skills/abilities;

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

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

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

Article 32
Job Descriptions

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

Article 33
Classification

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

Article 34
Employee Performance Review and Employee Files

Employee Performance Review

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

Article 35
Contracting Out

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

Article 36
Seniority

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

Article 37
Layoff and Job Security

37.01 In the event of lay-off, employees shall be laid off in reverse order of their seniority within their job classification.

37.02 Employees will be given notice of layoff or pay in lieu of notice as follows:

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

37.03 A laid off regular employee may displace the most junior employee in an equal or lower classification previously held by the laid off employee, provided he/she is qualified and able to perform the duties of the position.

37.04 (a) Employees shall be recalled to their former classification in order of seniority.

(b) Laid off employees failing to report for work within seven (7) calendar days of the date of receipt of notification by registered mail shall be considered to have abandoned their employment. Employees required to give two (2) weeks notice to another employer shall be deemed to be in compliance with the seven (7) day provision. Employees who have completed their probation, shall have recall rights for twelve (12) months and then will be terminated.

(c) Employees subject to termination under this Article or a probationary employee laid off shall not be subject to the repayment provisions of Article 55 – Relocation Expenses.

37.05 No new employees shall be hired within a job classification until those laid off from the same job classification have been given the opportunity of recall.

Article 38
Discharge and Discipline

38.01 The principle of progressive discipline is recognized by both parties.

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

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

Article 39
Labour-Management Committee

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

Article 40
Safety and Health

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

Safety Act and Regulations

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

Right to Refuse Dangerous Work

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

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

First Aid

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

Protective Clothing and Equipment

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

Occupational Health Examinations

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

Article 41 **Technological Change**

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

Article 42
Travel Expenses

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

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

Article 43
Community Allowance

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

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

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

Article 44
Retirement Savings

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

Article 45
Group Benefit Program

45.01 The Employer will continue the following group benefit programs:

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

Article 46
Yukon Bonus

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

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

Article 47
Social Justice Fund

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

Article 48
Re-opener of Agreement and Mutual Discussions

Re-opener of Agreement

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

Mutual Discussions

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

Article 49
Relocation Expense

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

Article 50
Duration and Renewal

- 50.01 The term of this Agreement shall be from January 14th, 2009 to December 31st, 2011.
- 50.02 Notwithstanding Clause 56.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 16, shall remain in effect during the negotiations for its renewal, and until either a new Collective Agreement becomes effective, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met.
- 50.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49 of the *Canada Labour Code*.

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

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

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

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

Marilyn Wolovick, Executive Director

Penny Soderlund, Team Member

Jay Sharun, Negotiator

Michelle Rabeau, Team Member

Melanie Cole, Team Member

Sue Christianson, Developmental
Representative

Jim Brohman, Negotiator

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