

Agreement  
Between  
Connective Support Society



and  
The Public Service Alliance of Canada



Expiry Date: March 31, 2028

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## **Preface**

Connective 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 of Agreement**

- 1.01 The parties to this agreement wish to establish, within the framework provided by law, an effective working relationship based upon the principles of mutual respect and co-operation.
- 1.02 The purposes of this agreement are to:
- (a) settle the conditions of employment between the parties;
  - (b) promote the job satisfaction, safety and security of all employees in the bargaining unit.

## **ARTICLE 2 – Definitions**

**Alliance:** Alliance means the Public Service Alliance of Canada;

**Arbitration:** hearing before a mutually agreed upon person who is authorized to deliver a final and binding decision respecting the matter in dispute;

**Bargaining unit:** all employees described in certificate #036267-C issued on January 6, 2023, covering employees of the bargaining unit;

**Bargaining unit work:** work regularly done by any member of the bargaining unit;

**Child:** child means any natural child, stepchild, foster child, or adopted child of the employee, who is under the age of 19 years and who the employee is deemed a parent or guardian under CRA; or is a “dependent child” who is dependent and under the age of 21 years, if in full time attendance at an education institution, or no age limit if the dependent child has a regular disability as defined in the CRA’s Disability Tax Credit;

**Classification:** one of the positions identified in Schedule “A” of this agreement;

**Continuous employment/continuous service:** uninterrupted employment with the Employer including predecessor organizations Yukon Government and the Salvation Army;

(a) the service of a lay-off rehired within a period of one (1) year;

**Contract work:** work other than bargaining unit work which is funded from sources outside the Employer’s usual funding sources, unless otherwise agreed to by the parties;

**Day:** a calendar day, unless otherwise specified;

**Day of rest:** day of rest in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of their position other than by reason of their being on leave of absence; first day of rest is defined as the twenty-four (24) hour period commencing at midnight on the calendar day on which the employee completed their last regular shift; and when the first and second or subsequent day of rest is consecutive, “second or subsequent day of rest” is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the employee’s next regular shift;

**Employee:** a member of the bargaining unit;

**Employer:** Connective Support Society;

**Calendar year:** January 1 to December 31;

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

**May:** shall be regarded as permissive, “Shall” and “Will” as imperative, and “Should” as informative only;

**Mediation:** a voluntary process of discussion between the parties to a dispute aimed at achieving a mutually agreeable solution;

**Overtime:** means in the case of a full-time employee, authorized work in excess of the employee’s scheduled hours of work; or

means in the case of a part-time employee, authorized work in excess of the normal daily or weekly hours of work of a full-time employee specified in Article 13 Hours of Work in this Agreement but does not include time worked on a holiday.

**Partner/spouse:** the person with whom the employee lives as a couple;

**Position:** employment in a specific job classification as per Article 14, and in a specific job category as per Article 13;

**Seniority:** the total number of continuous days of service (rounded to the nearest half day) an employee has been employed in any position with this Employer or predecessor organizations. Notwithstanding any other provision of this agreement, approved leaves of absence with or without pay shall not interrupt continuous service for the purpose of calculating seniority;

**Union:** the Public Service Alliance of Canada and, local Y048;

**Week:** a seven (7) day period commencing at 00:00 Sunday and ending the following Saturday at 23:59:59.

### **ARTICLE 3 – Application**

3.01 The provisions of this agreement apply to the Union, the employees and the Employer.

3.02 Where the Collective Agreement and an Employer Policy are in conflict, the Collective Agreement shall prevail.

3.03 In the event the Employer changes ownership, merges with another Company or in any way changes its corporate identity, this Agreement will remain in full

force and effect and the Union recognition and/or certificate issued by the Canada Industrial Relations Board then in existence, will not be affected in any way, except as otherwise governed or directed by the Board.

#### **ARTICLE 4 – Union Recognition**

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit.
- 4.02 The Employer agrees that there shall be no intimidation or discrimination against any employee by reason of their membership in the Union, and the Union agrees that there shall be no intimidation or discrimination on its part towards any employee or the Employer.
- 4.03 The Employer agrees that, given reasonable notice to the Employer by the Union, an accredited representative of the Union appointed under Article 6 may be allowed access to the work premises upon request for the purpose of investigating a grievance or a complaint by an employee or the Union. Access to the premises will not be unreasonably withheld. Such access shall not unreasonably interfere with the proper operation of the Employer, nor shall any employee leave their work duties to meet with a Union representative without permission of excluded management.
- 4.04 Where an accredited representative of the Union enters the work premises as provided in Clause 4.03, the representative shall report to the supervisor of the employee before approaching the employee.

#### **ARTICLE 5 – Union Security**

- 5.01 All employees within the Bargaining Unit covered by this Agreement shall be required to pay the Alliance (through bi-weekly payroll deduction) a sum of money equivalent to the membership dues of the Alliance. Signing of the Employer's Commencement Forms shall serve as the employee's authorization for the Employer to deduct such dues.
- 5.02 New employees, upon commencement of employment shall, as a condition of employment, be or become a member of the Alliance and shall as a condition of employment, maintain their membership thereafter.

- 5.03 An employee who satisfies the Employer to the extent that they declare in an affidavit that they are a member of a religious organization, "registered pursuant to the Income Tax Act," whose doctrine prevents the employee as a matter of conscience from making financial contributions to an employee organization, and that they will make contributions to a charitable organization equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved.
- 5.04 The Alliance shall inform the Employer in writing of the authorized bi-weekly deduction to be checked off for each employee defined in Article 5.01.
- 5.05 For the purpose of applying Article 5.01, deductions from pay from each employee in respect of each pay period will start with the first full pay period of employment or membership to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any pay period to permit deductions, the Employer shall not be obligated to make such deductions from subsequent salary.
- 5.06 No employee organization, as defined by the *Canada Labour Code*, other than the Alliance, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the Bargaining Unit.
- 5.07 The amounts deducted in accordance with Article 5.01 shall be remitted to the Comptroller of the Alliance by direct deposit one month after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on their behalf. Such particulars may be sent by email.
- 5.08 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of production of appropriate documentation.
- 5.09 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

## **ARTICLE 6 – Appointment of Union Representatives**

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

## **ARTICLE 7 – Time off for Union Duties**

- 7.01 The Employer acknowledges that it will be necessary from time to time for employees serving as representatives to leave their work to perform tasks provided for in this agreement on behalf of the Union.

A representative shall obtain the permission of their excluded manager before leaving their work to investigate a grievance or a complaint of an urgent nature, to meet with local management for the purpose of dealing with grievances, and to attend meetings called by management: No unreasonable restrictions shall be placed on such employees in the exercise of their duties.

- 7.02 Leave of absence without loss of seniority will be granted:
- (a) Without Pay
    - (i) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
    - (ii) to elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;

- (iii) to employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee and collective bargaining;
  - (iv) to employees called by the Union to appear as witnesses before an arbitration board or any other labour relations tribunal;
  - (v) to the grievor to attend an arbitration board or any other labour relations tribunal;
  - (vi) any employee required to attend a hearing who is scheduled to work night shift prior to the hearing will be granted that shift off without pay at the employee's request. Any employee required to attend a hearing for over three hours who is scheduled to work the evening shift the day of the hearing will be granted that shift off without pay at the employee's request.
- (b) Without Loss of Pay
- (i) to stewards, or their alternates, to perform their duties as a steward as set out in Article 7.01 when they do so during their normal working hours,
  - (ii) to employees appointed by the Union as union representatives to attend Joint Labour/Management Committee meetings during their working hours.
  - (iii) with Straight-Time Pay to members of the Joint Safety and Health Committee to attend meetings of the Joint Safety and Health Committee.

7.03 The Union and the employee will make every effort to provide as much advance notice as practicable for leave requirements to facilitate scheduling of both service users and employees.

### **Union Business, Conferences and Conventions**

7.04 A Union representative may be granted leave without pay on the for the purpose of Union business or attendance at conferences or seminars. With prior authorization of the Employer and upon submission of a leave form, an employee may be granted additional leave without pay to attend a Union school and other Union training opportunities.

7.05 Upon direction from the Union, employees who are on leave for Union business without pay shall remain on the Employer's payroll and continue to receive benefits. For all purposes besides pay, this time shall be deemed to be time worked for the employees. The Employer shall invoice the Union for reimbursement

7.06 Leaves under this article will include sufficient travel time, where necessary.

### **Leave of Absence for Full-time Elected Union Office**

7.07 The Employer agrees to authorize a leave of absence to one employee who is elected to a full time Union position subject to the following provisions:

- (a) The authorized leave will be for the term of appointment designated by the Union to a maximum of three years.
- (b) Upon the expiry of the first term of office, or if an employee ceases to hold the office during their first term, the employee will assume the duties of the position held by the employee prior to the leave of absence, if such position is still required by the Employer. If the position no longer exists, the employee will assume a similar position.
- (c) If an employee is re-elected for subsequent terms, they shall continue to be on leave. Upon completion of their subsequent terms of office, or if they cease to hold office during such subsequent terms, the employee will return to the workplace to assume a position at the same level they held before their leave. The Union agrees to provide the Employer with written notice of the commencement and termination of this leave of absence.

7.07 The Employer agrees to authorize a leave of absence to an employee who is hired as a term Union representative by the Union.

## **ARTICLE 8 – Information**

- 8.01 The Employer shall provide the Union with a monthly report giving the following information:
- (a) the names of each employee hired since the last report,
  - (b) the location and classification of each employee,
  - (c) the employees promoted, demoted or transferred since the last report,
  - (d) the employees discharged and the reasons therefor,
  - (e) bargaining unit vacancies.
- 8.02 When offering a person employment in the bargaining unit, the Employer shall inform the prospective employee of all the terms of Article 5 (Union Security).
- 8.03 At the time of hire, the Employer shall inform new members of the bargaining unit, or employees appointed to new positions in the bargaining unit, of the name(s) of the Union representative(s) at their workplace.
- 8.04 The Employer shall:
- (a) Print copies of the Collective Agreement for signature;
  - (b) Within one month of ratification print 20 copies the Collective Agreement, including any subsequent renewals of the Collective Agreement and executed Letters of Understanding, and provide the printed copies to the Union for posting on each Union bulletin board and distribution to the Union executive and stewards, and post an electronic copy on the Employers' internal information technology system.
- 8.05 As part of orientation for new employees, the Employer agrees to provide for a minimum total of an hour (60 minutes) meeting with a Union representative. The time may be taken as a single hour or as a fraction of an hour based on fifteen (15) minute intervals for the purpose of acquainting a new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Union.

## **ARTICLE 9 – Bulletin Board Space**

9.01 The Employer shall provide a bulletin board for each separate work/program location and each commercial kitchen. Each location shall be identified for the use of the Union for posting notices pertaining to elections, appointments, meeting dates, news items, collective agreements, letters of understanding and social/recreational affairs.

## **ARTICLE 10 – Job Security**

10.01 There shall be no contracting out of the positions of any bargaining unit members (including full-time, part-time and casuals) during the term of this collective agreement.

10.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer which conflicts with the terms of this Agreement.

10.03 The parties acknowledge that supervisory staff may, for bona fide reasons only, engage in job duties regularly performed by bargaining unit members. In no case where this occurs shall this result in the reduction of work hours of any casual, part-time or full-time bargaining unit members.

## **ARTICLE 11 – No Discrimination**

11.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any punitive action exercised or practiced with respect to an employee by reason of age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or the intended employment of that person, or membership or activity in the Union.

11.02 The Employer, the employees and the Union shall not engage in discriminatory conduct in their dealings with each other.

11.03 It is the Employer's responsibility to promote a discrimination-free workplace and take reasonable steps to eliminate discrimination in the workplace as soon as the Employer is aware of it.

- 11.04 (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the grievance.
- (b) If, by reason of paragraph (a), a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.
- 11.05 By mutual agreement, the parties may use a mediator to attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement.
- 11.06 Upon request by the complainant(s) and/or respondent(s), an official and confidential copy of the investigation report shall be provided to them by the Employer.
- 11.07 Corrective measures or grievances arising from discriminatory conduct will be handled as quickly and confidentially as practicable.

## **ARTICLE 12 – Workplace Harassment**

- 12.01 All employees, and the Employer, are entitled to work in an environment free of workplace harassment.
- 12.02 It is the Employer's responsibility to promote a harassment-free workplace and take reasonable steps to eliminate workplace harassment as soon as the Employer is aware of it.
- 12.03 Workplace harassment can take three forms: personal harassment, sexual harassment and abuse of authority. For the purposes of this agreement, these are defined as follows:
- (1) Personal harassment including bullying is offensive conduct directed to an individual personally which undermines their dignity and self-respect and interferes with their ability to do their job or endangers their job. (Examples include racist or homophobic comments directed to an employee, disrespectful comments meant to undermine a person in the eyes of clients or other employees, etc.) Bullying is recognized as a form of personal harassment and shall be defined as persistent, offensive, abusive, intimidating, malicious or insulting behaviour, which makes the recipient feel upset, threatened, humiliated or vulnerable. Such behaviour undermines self-confidence and may cause stress.

- (2) Sexual harassment consists of sexual comments, gestures, bodily contact or display of pornography which can reasonably be expected to cause offence, humiliation or other physical or psychological injury or illness to an employee, including any prescribed action, conduct or comment that is unwelcome to the recipient. (Examples include but are not limited to unwanted sexual invitations, sexual innuendo, sexual joking.)
- (3) Abuse of authority occurs when an individual uses the power of their position in the workplace to undermine, intimidate, threaten or coerce an employee or threaten their economic livelihood. (Examples include favouritism, arbitrary denial of opportunities for training and promotion etc.).

Conduct involving the exercise of responsibilities or authority related to the provision of advice, the assignment of work, coaching, performance evaluation, appropriate corrective measures and other supervisory or leadership functions does not constitute abuse of authority.

- 12.04 The Employer, the employees and the Union shall not engage in workplace harassment in their dealings with each other.
- 12.05 A single incident may constitute workplace harassment. It is not necessary that the conduct be ongoing.
- 12.06 Corrective measures or grievances arising from workplace harassment will be handled as quickly and confidentially as practicable. Any level of the grievance procedure may be waived by the employee if the person hearing the grievance is the subject of the complaint.
- 12.07 There shall be no reprisal or retaliation nor any threat of any reprisal or retaliation against anyone for pursuing their rights under this Article or for participating in proceedings under this Article. A complaint that is unfounded does not necessarily constitute a complaint filed in bad faith. However, complaints found after an investigation to be filed in bad faith (i.e. found to be arbitrary or malicious) may constitute harassment and may lead to corrective measures.

## **Workplace Violence and Client Behaviour**

12.08 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.

12.09 It is further recognized that Employees, while in the workplace, may be at risk of physical violence or verbal abuse from clients. The Employer recognizes its obligation to address such client misconduct and 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) Reports submitted by employees shall not be altered or edited by the Employer.
- (f) investigate reported incidents and record notice of steps taken to improve service user behaviour, including steps taken with respect to readmission of the service user.

## **Investigation**

12.10 When an Employee has experienced 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.

- 12.11 The Employer shall keep the Employee and the appropriate Union representative informed of the measures taken and ongoing developments for each situation under investigation.
- 12.12 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.
- 12.13 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 13 – Positions and Hours of Work**

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

The job categories are:

Regular full-time: regular employment of 35 or more hours per week

Regular part-time: regular employment less than 35 hours per week

Casual: employment and hours worked for irregularly assigned shifts and on a call-in basis and to meet temporary workload requirements

Term: term employees will not be hired except to fill a vacancy created by the leave of another employee for a period of more than three (3) months

- 13.03 The Employer agrees not to hire term employees except to fill determined vacancies created by the leave of another Employee not anticipated to be longer than eighteen (18) months at the time the leave commences.
- 13.04 The Employer will develop a job description for each position in accordance with Article 15 Statement of Duties.

## Shift Schedules

13.05 When establishing schedules of work the Employer shall consider the wishes of the majority of the employees concerned.

- (a) The Employer will make every reasonable effort:
  - (i) not to schedule the commencement of a shift within a minimum of eight (8) hours of the completion of the employee's previous shift; and
  - (ii) to avoid excessive fluctuations in hours of work; and
  - (iii) not schedule more than six (6) consecutive days of work, unless otherwise requested by the employees, and
  - (iv) to schedule at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday.
  
- (b) Schedules of work shall be posted by the Employer at least fifteen (15) calendar days in advance of the starting date of the new schedule. The Employer, where practical, shall arrange schedules which will remain in effect for periods of not less than fifty-six (56) calendar days. The shift schedule as established by the Employer will assign work to employees by seniority first based on their shift preference, and thereafter, allocate shifts on an equitable basis amongst available and qualified employees. The preceding will apply to casual staff as well. Casuals will advise of their availability in writing to the Employer by the first day of the month preceding each shift schedule. Employees who do not provide for their availability may be obligated to work shifts assigned to them on the schedule.
  
- (c) When an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:
  - (i) on the day it commenced where half or more of the hours worked fall on that day, or,
  - (ii) on the day it terminates where more than half of the hours worked fall on that day.

Accordingly, the first day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is considered to have worked their last scheduled shift;

and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

### **Changes to Shift Schedules**

- 13.06 (a) The Employer agrees that there will be meaningful and constructive consultation between the parties to this agreement and the employees concerned before any schedule of work is changed. This clause does not apply to circumstances when the Employer changes an individual's shift or scheduled hours of work within the posted schedule of work.

Changes in any schedule of work will only be made to meet operational requirements as determined by the Employer.

- (b) Upon request from the Local Union representative(s), the parties will meet to review the existing schedule of work. The Employer will review with the Local Alliance representative(s) any change in the schedule of work which the Employer proposes to institute. In all cases following such reviews, the Employer will make every reasonable effort to accommodate the concerns and recommendations made by the Local Union representatives.
- (c) Within five (5) days notification of consultation served by either party, the Alliance shall notify the Employer in writing of the representative authorized to act on behalf of the Alliance for consultation purposes.
- (d) Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.
- (e) An employee whose scheduled hours of work are changed unilaterally by the employer without five (5) days prior notice in advance of the starting time of the change:
- (i) shall be compensated at the rate of double-time (2) for the first full

shift worked on the new schedule. Subsequent shifts worked in the new schedule shall be paid for at straight time.

- (f) The Employer agrees that split shifts will not be scheduled during the life of this collective agreement.

13.07 An employee who is not able to work a scheduled shift shall try to give as much notice as is practicable to the Employer.

#### **ARTICLE 14 – Classification and Reclassification**

14.01 The Employer will give the Union thirty (30) calendar days' notice in the event the Employer intends to eliminate existing classifications as set out in Schedule "A".

14.02 The Employer agrees that when new classifications are created or a position is reclassified, the rate of pay shall be subject to negotiation between the Employer and the Union. The new rate shall become retroactive to the time the position was first filled by an employee or the position was reclassified.

14.03 In the event there is a significant re-allocation of position duties or tasks to an existing position(s) because of a reorganization or a regular bargaining unit position is discontinued, the Employer will reclassify the affected position(s) within sixty (60) working days and the provisions of Article 14.04 will apply.

14.04 Within twenty (20) working days of the employee receiving the decision on the classification rating of their position, the employee may appeal the decision to the Employer. Failing resolution at this level, the decision may be referred to arbitration.

14.05 The Employer agrees that, when reclassification of an existing position is identified, any revised rate of pay and effective date shall be subject to negotiation between the Employer and the Union.

#### **ARTICLE 15 – Statement of Duties**

15.01 When an employee is hired or transferred to another position in the bargaining unit, the Employer shall, before the employee is assigned to that

position, provide the employee with a current and accurate written statement of duties of the position.

- 15.02 Upon written request, an employee shall be given a complete and current statement of duties and responsibilities of their position.

## **ARTICLE 16 – Overtime**

- 16.01 For the purposes of this agreement, for employees not subject to an averaging agreement, overtime means hours worked in excess of eight (8) hours in a day or forty (40) hours in a week.
- 16.02 The Employer recognizes that overtime is sometimes desired, and sometimes unwelcome. Subject to operational requirements, the Employer shall give the choice to take or refuse overtime work to employees on the basis of their seniority. If operational requirements necessitate a certain employee working overtime, the employee may only refuse the shift for reasonable cause.
- 16.03 Overtime hours worked shall be counted for seniority purposes.
- 16.04 Employees shall be compensated for overtime work at one and a half times (1.5x) their normal hourly rate or double time for all hours or part thereof worked on a statutory holiday.
- 16.05 Instead of overtime pay, full time, part time, and term employees may bank lieu time at a rate equivalent to the rate of pay for overtime worked, provided the employee notifies the Employer of their preference for lieu time prior to the end of the current pay period. Casuals will be paid out all overtime worked on each pay period.
- 16.06 Lieu time may accumulate to a maximum of ten (10) working days, and may be taken at a time convenient to the employee, subject to operational requirements. Such requests for time off will not be unreasonably denied. At the end of the calendar year, the employee may liquidate their lieu time or carry it over to the next calendar year at the employee's option.
- 16.07 Overtime worked, if less than a full hour, shall be compensated for each completed fifteen (15) minute period worked.

- 16.08 Overtime shall normally be authorized in advance by the Employer. During an emergency, where advance authorization is not feasible, overtime may be authorized retroactively by the Employer.
- 16.09 Where an employee makes or receives a call with the authorization of the Employer and can accomplish the work by telephone without returning to the workplace, the employee shall be compensated at the applicable rate rounded up to the nearest fifteen (15) minute period.
- 16.10 Casuals filling a term position are entitled to take lieu time pursuant to Article 16.05. At the completion of the term, casuals will be paid out all lieu time.

## **ARTICLE 17 – Premiums**

### **Location Pay Premium**

- 17.01 Employees whose site of employment is 405 Alexander (Emergency Shelter) shall be paid one dollar (\$1.00) per hour worked as hazard pay.

### **Premium in Lieu of Benefits**

- 17.02 (a) A casual employee shall be paid ten point two per cent (10.2%) of their straight-time pay in lieu of all health and welfare benefits, vacation pay and statutory holiday pay.
- (b) A casual employee is entitled to 5 paid sick days per calendar year after 30 days of continuous employment.
- (c) Part time employees shall be paid 4.6% of their straight time pay in lieu of statutory holiday pay.

## **ARTICLE 18 – On Call**

- 18.01 Where the Employer requires an employee to be available on standby during off duty hours, the employee shall be entitled to be compensated for being on call at a rate of \$2 per hour at straight time.
- 18.02 An employee designated for standby duty shall be available during their period of standby at a known telephone number with adequate reception.

- 18.03 (a) If an employee is called back to work on a designated holiday or on the employee's day of rest or after leaving the workplace subsequent to a normal work day, the employee shall be paid the greater of:
- i. two (2) hours' pay at the applicable overtime rate; or
  - ii. the applicable rate of overtime compensation for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

## **ARTICLE 19 – Transportation and Meals**

19.01 The Employer will reimburse employees for expenses incurred travelling on Employer business including meals, approved commercial accommodations, and personal vehicle mileage as follows, updated from time to time by the Employer:

- Mileage \$0.61 per km
- Breakfast \$20.25/day
- Lunch \$19.85/day
- Dinner \$50.00/day
- Incidentals \$11.00/day

### **Vehicle Damage Reimbursement**

19.02 Where an employee's private vehicle is damaged while in use on the Employer's business or parked within a three (3) block radius of the Employer's premises, the Employer shall reimburse the lesser of actual vehicle damage repair cost or the employee's vehicle insurance deductible to a maximum of five hundred (\$500) per occurrence, for:

- (a) damage caused to the vehicle by clients; and/or
- (b) damage caused to the vehicle by vandalism that results from employment; and/or
- (c) damage as a result of an accident while on the Employer's business.

This section will not apply where a court holds that the employee or driver of the vehicle is guilty of willful misconduct, or gross negligence or impairment.

## **Right to Refuse Passengers**

No employee will be required to transport a specific client in their own vehicle. In such cases, the Employer will make alternate transportation arrangements for that client which may include a car rental, taxi services or another employee willingly using their vehicle.

## **ARTICLE 20 – Pay Administration**

- 20.01 The wage schedule covering all employees occupying positions shall be set out in Schedule "A", forming part of this agreement.
- 20.02 Employees shall receive equal pay for work of equal value.
- 20.03 The Employer shall pay wages bi-weekly in accordance with Schedule "A" on every other Friday. In the event of a payday falling on a designated holiday, the payday will be the last banking day before the holiday.
- 20.04 Pay shall be processed by direct deposit no later than 2:00 p.m. on payday, to an account specified by each employee. The employee may change their specified account for direct deposit by providing at least ten (10) calendar days' notice for the information to take effect.
- 20.05 Every employee shall receive a statement showing the gross amount earned, itemized deductions, net amount payable and hours worked in the preceding pay period, no later than 2:00 p.m. on payday.
- 20.06 Upon written request to the Employer and subject to seven (7) calendar day's notice prior to commencement of a vacation leave period, pay shall be processed to the extent that earned vacation credits are available.
- 20.07 Each employee is responsible for completing and submitting their own time records clearly identifying time worked, leave taken, and lieu time or overtime earned, no later than 8:00 a.m. on the Monday preceding payday.

## **ARTICLE 21 – Layoff, Recall, Severance**

- 21.01 The Union shall be advised in writing, within sixty (60) calendar days of the date the Employer receives confirmation of its annual budget allotments relevant to any program or services whether it plans to reduce its workforce as a result of changed allotments. It is understood this notice will outline the reasons for the workforce reductions, the location and number of employees affected.
- 21.02 The parties will meet to review possible alternatives to workforce reduction.
- 21.03 There shall be no temporary or permanent lay off of any employee who is employed in the bargaining unit, provided the employee agrees to be assigned or appointed to another vacant position. An employee who could be affected by a reduction in the workforce shall be offered assignment or appointment to any vacant position within the bargaining unit providing the employee has the qualifications and the ability to perform the normal requirements of the job. An employee will be offered a familiarization period. If an employee refuses an assignment or appointment to a position within the bargaining unit they shall be laid off with recall rights as provided for in this article.
- 21.04 In the event of a lay-off, an employee with the least seniority in their classification will be laid off first.
- 21.05 (a) Employees subject to lay off will be notified in writing at least (30) thirty calendar days in advance of their layoff date.
- 21.06 Any employee(s) displaced from their position as a result of 21.04 above will have the option of exercising their rights to displace an employee with less seniority within the bargaining unit, provided the employee can demonstrate that they have the ability to perform the normal requirements of the job. The employee shall notify the Employer in writing of their intent to displace another employee within one (1) week of receiving notice that they are being laid off.
- 21.07 Employees who are displaced will become subject to the provisions of this article.
- (a) Employees who have been laid off shall be entitled to recall in inverse

order of lay off within their classification for a period of one (1) year from the date of lay off.

- (b) An Employee who is laid off shall have the right of recall for a period of one (1) year for any vacant or newly created bargaining unit positions for which the Employee is qualified to perform. The Employee will be granted a familiarization period as determined by the Employer.

## **Severance**

21.08 The Employer will provide written notice and/or pay in lieu of notice to a regular employee who is to be laid off prior to the effective date of layoff in accordance with the provisions of the "*Canada Labour Code*" as amended from time to time.

## **ARTICLE 22 – Technological Change**

22.01 In accordance with the *Labour Relations Code, Section 54*, and the *Canada Labour Code*, the employer will give the Union one hundred and twenty (120) calendar days notice of any technological changes. During the notice period, the Employer will meet with the Union to explain the technological change and discuss any effect it will have on employees, with a view to minimizing such effects.

## **ARTICLE 23 – Statutory Holidays**

23.01 The following days are statutory holidays with pay:

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) Victoria Day
- (e) Indigenous People's Day
- (f) Canada Day
- (g) Discovery Day
- (h) Labour Day
- (i) National Truth and Reconciliation Day
- (j) Thanksgiving Day

- (k) Remembrance Day
- (l) Christmas Day Boxing Day

Any other day proclaimed on a statutory holiday by the Parliament of Canada or the Yukon Government.

23.02 All employees shall receive holiday pay for a statutory holiday: Statutory holiday pay for a regular full-time employee or a full-time term employee for a general holiday on which they do not work shall be their regular wages for eight (8) hours.

23.03 If operational requirements necessitate an employee working on a statutory holiday, the employee shall be deemed to be working overtime for all hours worked on the statutory holiday, at two times their regular hourly rate (2x) rate and the provisions of Article 16 Overtime apply to this work. In addition, the employee shall receive statutory holiday pay as per Clause 23.02 above.

23.04 Where a statutory holiday falls on a day that is not a regular work day for a regular full-time or temporary full-time employee, the employee shall be granted a holiday with pay on their next regularly scheduled working day immediately following the general holiday and shall be compensated in accordance with Clause 23.02. If operational requirements necessitate an employee working on the day to which the holiday is moved, Clause 23.03 applies.

23.05 An employee will have the option of working Boxing Day or Easter Monday if their work site is open, in exchange for two paid days off to observe religious and/or other ethnocultural holidays other than those referenced in Article 23.01. An employee exercising this option will not be entitled to compensation pursuant to Article 23.03 or Article 16. The employee shall provide the Employer with reasonable notice of the dates of the alternative two days for which leave is requested. It is understood that this clause involves no increased costs to the Employer.

23.06 Hours for which general holiday pay is received shall count as hours worked for the purposes of seniority and overtime.

23.07 By agreement between the Union and the Employer, a general holiday may be observed on a specific day other than the designated general holiday.

23.08 Notwithstanding anything in this Article, an employee is not entitled to holiday pay if the employee is absent without pay on the regular working day immediately before and immediately after their holiday.

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

## ARTICLE 24 – Special Leave

24.01 (a) A regular employee shall be credited with six (6) days special leave credits upon commencement of their first year of service and upon commencement of each continuous year of service thereafter up to a maximum of twelve (12) days.

(b) Notwithstanding the above, a multiple of less than six (6) days may be credited to a regular employee where such lesser multiple will be necessary to either bring to the maximum or maintain the maximum credit of twelve (12) days.

24.02 Special leave shall be granted up to the maximum credit of twelve (12) days. Employees with accrued special leave may use their accruals when personal needs or circumstances prevent the employee from performing the employee's regular duties. Each employee is expected to use their special leave responsibly and with a view toward promoting the best accommodation of work requirements with personal requirements. Special leave may be used for reasons beyond those listed below. Employees are expected to manage their use of special leave by anticipating and planning for their own needs.

(1) Special leave requests for reasons described in 24.03(1), (2), (3), (9), (10) and (12) shall not be denied.

(2) Special leave requests for reasons other than those listed in paragraph (2) above shall not be unreasonably denied. The Employer may ask that the employee provide reasons for such leave requests.

24.03 (1) Upon bereavement (and within 13 months of the death), or imminent bereavement and, within a period of twenty-four (24) months from the date of the death, for the purpose of attending a potlatch related to the death.

(2) When an employee is required to care for their sick dependent(s) or a sick person permanently residing in their place of residence, or a parent or spouse.

(3) After the completion of one year's continuous employment with the Employer and with at least five (5) days notice to the Employer, on the occasion of the employee's marriage.

- (4) For medical, dental, optometrist, chiropractor or counselling services, when it is not possible for the employee to arrange such appointments outside their normal hours of work.
- (5) When an employee is required to travel outside of the Yukon for medical, dental, optometrist or chiropractor appointments when it is not possible for the employee to seek treatment or an appointment locally or the employee has been referred by a duly qualified medical practitioner (including Primary Health Care Nurse), to a medical facility outside of the Yukon.
- (6) Leave on the birth of the employee's child where the employee is not accessing Pregnancy or parental leave at the same time.
- (7) Leave, to be taken within thirty (30) days of the adoption, on the adoption of a child by the employee where the employee is not taking parental leave at the same time.
- (8) To allow the employee to engage in emergency volunteer services or training related thereto. An employee who is granted special leave with pay pursuant to this clause shall remit to the Employer any monies paid to them arising from the performance of the emergency volunteer service. The amount that the regular employee is required to remit to the Employer shall not exceed the amount of pay that the employee received from the Employer during the leave. In such circumstances, the employee shall have their special leave bank re-credited with credits that are equivalent to the amount remitted to the Employer.
- (9) When a qualified physician or specialist certifies that an employee's child, up to and including the age of eleven (11), or an older child who is wholly dependent on the employee for support by reason of mental or physical infirmity, cannot attend day- care or school in order to avoid the potential of being exposed to an infectious disease.
- (10) When an employee's dependent(s) require assistance to travel to a facility outside the Yukon to seek emergency medical or dental treatment or to visit a non-resident medical specialist, and if it is not possible for the employee's dependent(s) to seek treatment or an appointment in the employee's headquarters area.

- (11) Subject to operational requirements, for the purpose of attending interviews regarding a dependent's education.
  - (12) Other times when the employee is prevented from reporting for duty because of circumstances not directly attributable to the employee.
  - (13) For the purpose of preventative health and wellness necessary to the psychological health and well-being of the employee.
- 24.04 A regular employee is not eligible for Special Leave with pay for any period during which they are on leave of absence without pay or under suspension.
- 24.05 A regular employee is not eligible for Special Leave with pay for any period during which they are on leave of absence without pay or under suspension, except that an employee may be granted special leave for the following leaves that are otherwise without pay:
- (1) An absence in addition to the date of a traumatic event as provided in Article 33 (Critical Incident Leave).
  - (2) Leave pursuant to Article 35 (Domestic or Sexualized Violence); or
  - (3) Leave pursuant to Article 37 (Indigenous Cultural Leave).
- 24.06 With the exception of leave granted pursuant to 24.03(1), in no case will the Employer advance special leave to employees who have run out of, or not yet accrued, sufficient leave for their needs.
- 24.07 Special leave is not intended to supplement the use of sick, vacation or to be used to facilitate an absence where another more appropriate leave provision is available.
- 24.08 Special leave should be requested by the employee in advance of the need giving rise to the absence from work, but consideration will be given to granting leave after the fact where it was not possible to provide notice.

## **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 nine (9) months active employment commencing from the date of hire, whichever occurs first. No employee will be required to serve more than one probationary period during their employment with Connective.
- 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 suitable for permanent employment and 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 except for the purposes of shift scheduling, 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 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 Seniority is defined as the number of hours of continuous service with the Employer and any predecessor organization in any position(s) in the bargaining unit retroactive to the first day worked.

An Employee shall have thirty (30) days from the posting of the first seniority list containing their name to advise the Employer, in writing, of any errors with respect to their seniority date. Thereafter, the Employee shall be deemed to have accepted the seniority dates posted.

26.02 The Employer will maintain a seniority list, and will:

- (a) update it once per quarter
- (b) send a copy to all employees
- (c) send a copy to the Union.

26.03 Seniority terminates when an employee is dismissed and not reinstated, or when the employee resigns.

26.04 An employee is deemed to resign if:

- (a) the employee fails to report to work or fails to return to work after a leave, and five scheduled shifts have passed and the employee has not contacted the Employer; or
- (b) the Employer will not grant permission for an extension of the leave, which permission will be given if it is fair and reasonable to do so.

26.05 Although an employee loses their seniority when the employee resigns, the Employer will credit the employee with one-half of any previously accrued seniority if the employee resumes employment within two years following their resignation. Where an employee returns to employment with the Employer within 90 days of their resignation, their previous seniority shall be fully credited. This is meant to attach some value to the employee's previous experience with the Employer.

26.06 A seniority list of employees, for the purposes of this agreement, shall include all employees in the bargaining unit subject to Article 26.01 and employees hired since January 6, 2023, whose seniority status remains in effect in accordance with this Article. The seniority of employees in the bargaining unit as of the date

of signing this agreement is attached as Schedule "B" reflecting hours worked as of their original date of hire using employee number, first name and family name initial only.

## **ARTICLE 27 – Job Performance Evaluation**

- 27.01 Job performance evaluations shall be completed at least once prior to the end of every employee's probationary period and annually thereafter.
- 27.02 The objectives of the job performance evaluation process are:
- (1) to evaluate the ability of the employee to carry out the tasks and responsibilities in their job description;
  - (2) to identify organizational barriers to performance;
  - (3) to provide meaningful feedback regarding their job performance; and
  - (4) to coach for improved performance by clarifying expectations.
- 27.03 The Employer will provide an opportunity for the employee to attach comments regarding their personal evaluation of the employee's performance to the evaluation.
- 27.04 An employee may request a job performance evaluation at any time during their employment.
- 27.05 The employee performance evaluation shall also allow the employee to state their career development goals.
- 27.06 The Employer will discuss the draft results of the performance evaluation with the employee before finalizing it. In doing so, the Employer will point out the employee's strengths and weaknesses in each area.
- 27.07 A final copy of the employee's performance evaluation shall be placed on the employee's personnel file, signed and dated by the employee indicating that the employee has had the opportunity to review and discuss it. An employee who disagrees with their performance evaluation may append an explanation to it for inclusion on the employee's personnel file.

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

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

## **ARTICLE 28 – Promotions and Transfers**

### General

The parties recognize the Employer has a duty to design and maintain an inclusive workplace that builds on the concepts of equity, and a culturally safe work environment with specific reference to the prescribed grounds outlined in Article 11.01.

28.01 The Employer will post a notice of a vacant position or anticipated term or regular position on the Employer's information systems website and by broadcast email to all bargaining unit members for at least two (2) calendar weeks. The Employer may concurrently advertise the vacancy internally and externally. Hiring preference will first be given to employee(s) from within the bargaining unit. In the event there is no successful or qualified internal candidate hired, the Employer will proceed to external candidates.

28.02 The notice shall specify the nature of the position, whether it is a designated equity position, the minimum qualifications, the desired qualifications, the hours of work (including any shift work required), conditions of employment, the location, and the pay rate or range.

28.03 The Employer agrees to fill positions from within the bargaining unit and this includes casual staff for the purposes of this article unless:

- (1) the position is designated as an employment equity position by the Employer and no members of the bargaining unit are eligible; or
- (2) no members of the bargaining unit apply; or
- (3) none of the applicants are qualified, and no reasonable efforts on the part of the Employer would likely result in an applicant becoming qualified in a reasonable time.

- 28.04 Subject to any employment equity program when noted on the job posting and established in accordance with Article 11, the Employer will fill positions pursuant to Articles 28.01-28.03 and 28.05 and 28.06.
- 28.05 In assessing each applicant's qualifications, the Employer will take into account the following factors, the relative weight of which will be determined by the Employer and applied equally to each applicant:
- (a) the minimum requirements for the position;
  - (b) skills;
  - (c) demonstrated abilities related to performing the position, and
  - (d) seniority.
- 28.06 If two or more applicants, are found to be relatively equal based upon the factors above, seniority shall be the governing factor.
- 28.07 Where two (2) or more employees apply, each employee is entitled to an individual interview and a 'post board' interview with the Employer if requested by the unsuccessful applicant(s).
- 28.08 Where no applicant is qualified for the position, the Employer may promote or transfer an applicant who does not meet the requirements, but who may reasonably be expected to obtain the necessary qualifications prior to assuming the position, or within a reasonable time thereafter.
- 28.09 A member of the bargaining unit who is appointed to a position under this Article shall serve a trial period of 520 hours beginning the first day of work in their new position. Until the end of the trial period, the employee may request or the Employer may require that the employee return to the position the employee occupied prior to the appointment without loss of benefits or seniority. Any other employee promoted or transferred because of the initial appointment shall also be returned to their former position.
- 28.10 In the event the Employer seeks applicants for a vacant excluded position, it shall post such employment or contractor opportunities to bargaining unit members on its internal information technology system at the same time as it advises excluded personnel of such opportunities and prior to or contemporaneously with advertising externally.

## **ARTICLE 29 – Acting Assignments**

- 29.01 An acting assignment means the assignment of an employee to substantially perform the duties of a position as required on a temporary basis.
- 29.02 The Employer will try to fill vacancies as quickly as practicable, so that acting assignments are kept to a minimum.
- 29.03 An employee who is acting in a position for one (1) or more shifts in a row shall receive the salary for that position if it is higher than their current salary.

## **ARTICLE 30 – Staff Training and Development**

- 30.01 The Employer recognizes its responsibility to encourage the continual development of staff capability.
- 30.02 The Employer will endeavour to keep staff informed of new developments, services and information relevant to clients through posting notices on the internal intranet system.
- 30.03 The Employer will provide on-the-job training and related staff development opportunities in the form of seminars, courses and conferences. Notices of relevant training opportunities will be posted on the internal intranet and on the bulletin board.
- 30.04 In making decisions concerning staff training and development, the Employer 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) the wishes of any employee affected, and
  - (e) fairness between all employees.
- 30.05 The Employer may develop guidelines and procedures related to staff training and development, including designating specific training opportunities as essential for specific employees.
- 30.06 Attendance at any training opportunity whether online or in person that is designated as essential shall be without cost to the employee, and without loss of pay or benefits.

30.07 A regular full-time or regular part-time employee who has completed three (3) years of continuous service may apply for education leave without pay for a period up to one (1) year, to attend a recognized institution or to complete a practicum or other field of studies related to the programs and services of the Employer, subject to employer's approval in its discretion. During such leave of absence, no benefits under this agreement will accrue or be paid by the Employer. Upon return, the employee will be returned to the same position they held prior to the educational leave without pay. Such approval shall not be unreasonably denied.

### **Mandatory Training**

30.08 The employer agrees to provide all mandatory training as may be required from time to time (eg. Naloxone, Mandt/NVCI, first aid, OSH, and drills).

This mandatory training is in addition to training required for each position.

30.09 Training will be provided during regular working hours where possible, and participation in such courses will be deemed to be hours worked.

### **ARTICLE 31– Corrective Measures**

31.01 An infraction is an act or conduct on the part of an employee which amounts to a breach of this agreement or a breach of the Employer's policies in the workplace.

31.02 The following steps may be taken by the Employer to stop or deter a workplace infraction, including:

- a) specific written expectation which the employee is required to meet
- b) a suspension with or without pay
- c) a demotion, or
- d) a dismissal.

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

31.04 A verbal warning or suggestion for improvement does not constitute a corrective measure.

- 31.05 The Employer will take action in accordance with 31.01 only where there is just cause, upon being satisfied on reasonable grounds that the employee has committed the infraction.
- 31.06 Except for dismissal, a corrective measure(s) are intended to correct and deter further infractions, not punish the employee. The Employer will use the least serious form of corrective action which will likely stop or deter further infractions by the employee.
- 31.07 Before beginning an investigation into a workplace infraction, the Employer will inform the employee of the intention to conduct an investigation and the grounds for doing so, unless there is reasonable cause to withhold this information from the employee.
- 31.08 Where the Employer provides the information to the employee under Clause 31.07 above, the Employer shall also inform the employee of their rights under Clause 31.09.
- 31.09 Before any corrective measure is taken, the Employer shall give the employee an opportunity, as soon as possible at a time and location convenient to the employee and Employer, to present their version of the facts to the Employer either alone or, if the employee wishes, with a Union representative present.
- 31.10 If any corrective measure is taken, the Employer will give the employee written notice of the specific corrective measure taken, the reasons for it, the effective date it commences, and any financial implications for the employee.
- 31.11 All notices and/or correspondence related to corrective measures and placed in the employee's personnel file will also at the same time be sent to the Union office.
- 31.13 Only a corrective measure documented on the employee's personnel file in accordance with this Article may be introduced as evidence at any hearing relating to the corrective measure, such as a grievance arbitration.
- 31.14 No document, including any performance evaluation review, from the employee's personnel file may be introduced at a hearing related to corrective action if the employee was not aware of the document at the time of filing, or within a reasonable time thereafter.

- 31.15 For regular full-time employees, the Employer will remove notice of a corrective measure other than suspensions without pay from the employee's personnel file once the employee has attained a twelve (12) month period without further corrective measure(s) having been taken. Suspensions without pay shall be retained on file for eighteen (18) months provided no further corrective measure(s) have been taken.
- 31.16 An employee shall have access to their personnel file upon request, in the presence of the Employer, and may have a copy of any document if the employee wishes.
- 31.17 If the employee consents in writing, the Union representative may have the same rights as the employee in Clause 31.16.
- 31.18 An employee who is found to have been unjustly suspended, demoted or dismissed shall receive all rights or benefits the employee would otherwise have been entitled to retroactive to the date of the wrongful suspension, demotion or dismissal, subject to any remedy determined by an Arbitrator to be appropriate.

## **ARTICLE 32 – Grievances**

All references to days in this Article are to be calculated as calendar business days, excluding Statutory Holidays.

- 32.01 The purpose of the grievance procedure is to resolve disputes that arise under this agreement in a fair and expeditious manner.
- 32.02 The Union may file a grievance on behalf of an employee ("the grievor"), or on its own behalf, alleging a violation of this agreement.
- 32.03 A grievance is filed when delivered in writing to the Employer. No particular form is necessary as long as the document indicates it is a grievance, or in some manner indicates it is a formal grievance.
- 32.04 The Employer shall provide a receipt to the person delivering the grievance stating the date it was received. Agree to deletion
- 32.05 A grievance must be filed within twenty-five (25) calendar days after the cause of the grievance arose or twenty-five (25) calendar days from the date upon which the grievor became aware of the cause of the grievance.

32.06 Unless otherwise provided in this agreement, a grievance shall be settled with recourse to the following steps, if needed:

Level 1 – Excluded Supervisor

Level 2 – CEO or their designate

Level 3 – Arbitration

32.07 When a grievance is filed, the supervisor shall attempt to settle it at Level 1 unless:

(a) the employee requests that the grievance be waived to another level in the event there is an allegation of discrimination or workplace harassment. Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the grievance.

(b) the grievance concerns a wrongful suspension, demotion or dismissal, in which case it will commence at Level 2; or

(c) the parties wish to waive the grievance to another level by mutual consent.

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

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

32.10 The Employer shall not intimidate or threaten an employee who files or wishes to file a grievance. Lawful exercise of the Employer's rights, obligations or options under this agreement is not a violation of this Clause.

32.11 A decision made at any level of the grievance procedure is not binding on the parties unless it is in writing, signed by the decision-maker, and delivered to the parties either by hand or by e-mail. No resolution of any grievance shall be relied upon as a precedent unless the settlement is expressly noted as such and signed by the CEO or their designate on behalf of the employer and by the Bargaining Agent or their designate on behalf of the Union. Any grievance may be resolved at any stage with the express understanding it is neither precedent nor binding in any future grievance or proceeding.

32.12 The Level 1 procedure is as follows:

- (1) Within ten (10) calendar days of receiving the grievance, the supervisor will conduct a hearing. The supervisor will render a decision and forward it to the Union within ten (10) calendar days of conducting the hearing.
- (2) If the supervisor fails to do so, the Union may invoke the Level 2 procedure after the tenth day following the filing of the grievance.

32.13 The Level 2 procedure is as follows:

- (1) The Union may present the grievance to the CEO or their designate within ten (10) calendar days of receiving the Level 1 decision.
- (2) The grievance is deemed to be presented to the Chief Executive Officer when given in writing to the Chief Executive Officer. The Chief Executive Officer shall provide a receipt to the person delivering the grievance stating the date on which it was received by the Chief Executive Officer on behalf of the Chief Executive Officer.
- (3) The Chief Executive Officer shall conduct a hearing within 10 calendar days and render its decision within (15) calendar days of conducting the hearing. The decision shall be communicated to the Union in writing pursuant to Clause 32.11.

### Mediation

Mediation is a voluntary dispute resolution method that may be mutually agreed to by the parties.

32.14 The parties may proceed as follows:

- (1) The Union may make a written request for mediation within twenty (20) calendar days of receiving the Level 2 decision.
- (2) The request for mediation shall be given to the Chief Executive Officer who shall provide the Union with a receipt stating the date the request was received and forward the request for mediation to the Chief Executive Officer.

- (3) The Union and the Employer shall determine mutually acceptable terms for hiring a mediator, including time frames for conducting the mediation. If the parties fail to agree, either party may invoke the next level procedure.
- (4) The parties to this agreement may establish a list of local mediators acceptable to them, which list may be established from time to time, or when the need for a mediator arises.
- (5) The Employer and the Union shall each pay one half of any fees or expenses related to mediation.
- (6) If the mediation is successful, the mediator shall write down the terms of settlement and deliver them to the parties pursuant to Clause 32.11.
- (7) If the mediation is unsuccessful, the mediator shall confirm this in writing, and forward it to the parties.
- (8) The failure of mediation is deemed to occur on the date that the Union and the Employer receive the letter from the mediator under Clause 32.14 (7) above, and if this date is different for each party, the later date in accordance with Clause 32.11.
- (9) Mediation attempts are settlement discussions, and any offers or counteroffers made during mediation discussions shall not be used as evidence at a later arbitration hearing.

### Arbitration

32.15 The Level 3 procedure is as follows:

- (1) Either the Employer or the Union may request arbitration by letter to the other party within thirty (30) calendar days of the failure of the mediation.
- (2) The Employer or the Union, as the case may be, shall give the other party a receipt stating the date of receiving the request for arbitration.
- (3) Either party to this agreement may refer any grievance to a mutually agreed upon arbitrator who shall have the power to determine whether any matter is arbitrable within the terms of this agreement. If the parties fail to agree on an arbitrator either party may request the Collective

Agreement Arbitration Bureau to make an appointment.

- (4) In addition to any powers contained in this agreement, the arbitrator has all the powers granted to arbitrators under *Canada Labour Code*.
- (5) The arbitrator shall hear the grievance as soon as possible, and render a decision within thirty (30) calendar days. The decision, once forwarded to the parties is final and binding on each party and any employee affected by it.
- (6) The arbitrator may determine whether a grievance is arbitrable.
- (7) The arbitrator may amend a grievance, modify penalties, waive time limits, or make rulings concerning any procedural irregularity.
- (8) Each party shall pay one half of the fees and expenses of the arbitrator.

### **ARTICLE 33 – Safety and Health**

- 33.01 The Employer and the Union agree that work practices should be governed by the *Yukon Workers’ Safety and Compensation Act and Regulations* and *Occupational Health and Safety Act*. The Employer will develop and issue safe work practices in consultation with the Joint Health and Safety Committee as required. The parties acknowledge that this Article shall be interpreted in a manner consistent with the Act and its Regulations, and in the event of a conflict between this Article and the Act or the Regulations, the latter shall govern.
- 33.02 A Joint Health and Safety Committee shall be formed using Employee and Union representative(s) to promote safe work practices to: promote safe work practices, to assist in creating a safe and healthy work place, to recommend actions which will improve the effectiveness of the health and safety program, and to promote compliance with the current legislation. The Joint Health and Safety Committee will operate in accordance with the *Yukon Workers Safety and Compensation Act and Regulations* and the *Occupational Health and Safety Act*. The Committee members will work together to ensure continuity of safety for all employees including joint meetings.

## **H & S Complaints:**

If workers become aware of unsafe or unhealthy conditions at the workplace, they must raise the health or safety issue with the Employer, and, if it remains unresolved, the Employer must report it to the joint health and safety committee, and, if need be, they may also report it to a Safety Officer.

- 33.03 The Employer and the Union agree to the appointment of a health and safety committee in compliance with *the Yukon Workers Safety and Compensation Act, Roles and Responsibilities for Joint Committees and Worker Representatives*.
- 33.04 The Health and Safety Committee has the authority to:
- (a) inspect the physical condition of the workplace or part thereof for which the employee has been selected once each month.
  - (b) observe and, where qualified to do so, assist in or conduct tests for noise, lighting, and designated substances or agents in the workplace or part thereof for which the employee has been selected.
- 33.05 The Employer and employees shall provide to the health and safety committee such information and assistance as the employee may need for the purpose of carrying out the inspection.
- 33.06 A health and safety committee shall identify situations that may be hazardous to workers and shall report such situations to the Employer and copy in the Health and Safety Committee.
- 33.07 Where a person is fatally or critically injured at a workplace from any cause, the health and safety committee member may accompany a (W.S.C.B.) Safety Officer during an investigation of the place where the accident occurred.
- 33.08 A Health and Safety committee member is entitled to take such time from work or for training as is necessary to carry out the duties specified in Clauses 33.02, 32.03, 33.04 and 33.05 and any time spent shall, for the purpose of calculating wages owing, be deemed to have been spent at work.
- 33.09 A Health and Safety committee member shall keep records of all matters dealt with and shall make such records available to the Employer and a Safety Officer on request.

- 33.10 An employee may refuse to work or do particular work where the employee has reason to believe that to do so would create an undue hazard to the health and safety of any person.
- 33.11 Whenever a person observes what appears to be an unsafe or harmful condition or act the person must report it as soon as possible to a Manager to the employer, with a copy to the Health and Safety Committee and the person receiving the report must investigate the reported unsafe condition or act and must ensure that any necessary corrective action is taken without delay.
- 33.12 If the investigation under Clause .09 does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the Manager, or the employer, with a copy to the Health and Safety Committee and the worker must immediately notify a (W.S.C.B.) Safety Officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.
- 33.13 No employee may exercise their right under Clause .09 or .10 if their refusal to perform the work puts the life, health, safety, or physical well-being of another person in immediate danger or if the conditions under which the work is to be performed are ordinary conditions in that kind of work.
- 33.14 Employees who are required to successfully complete First Aid and Safety training courses shall be granted time off with pay for such training. The Employer shall pay for such course fees and tuition.

### **Critical Incident Leave**

- 33.15 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).

33.16 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 local and in person resources will be made available as soon as possible following the incident. Accessing support during regular working hours 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 34 - Vacation Leave**

### **Annual Vacation Entitlement**

34.01 (a) New employees who have been continuously employed at least six months prior to the commencement of the vacation year will receive vacation time based on total completed calendar months employed to the commencement date.

New employees who have not been employed six months prior to the commencement of the vacation year will receive a partial vacation after six months of service based on the total completed calendar months employed to the commencement date.

(b) Employees with one or more years of continuous service will have earned the following vacation with pay. Part time employees will receive the following amount on a prorated basis based on hours worked.

1 year's continuous service	15 workdays	6.0%
2 years' continuous service	15 workdays	6.0%
3 years' continuous service	16 workdays	6.4%
4 years' continuous service	17 workdays	6.8%
5 years' continuous service	18 workdays	7.2%
6 years' continuous service	19 workdays	7.6%
7 years' continuous service	22 workdays	8.8%
8 years' continuous service	23 workdays	9.2%
9 years' continuous service	24 workdays	9.6%
10 years' continuous service	25 workdays	10.0%
11 years' continuous service	26 workdays	10.4%
12 years' continuous service	27 workdays	10.8%
13 years' continuous service	28 workdays	11.2%
14 years' continuous service	29 workdays	11.6%
15 years' continuous service	30 workdays	12.0%
16 years' continuous service	31 workdays	12.4%
17 years' continuous service	32 workdays	12.8%
18 years' continuous service	33 workdays	13.2%
19 years' continuous service	34 workdays	13.6%
20 years' continuous service	35 workdays	14.0%

- (c) Annual vacation entitlement will be adjusted for any unpaid leaves of absence in excess of 20 days per year (calculated at 8 hours per day for a total of 160 hours).

### **Vacation Preference**

- 34.02 (a) Preference in the selection and allocation of vacation time will be determined on the basis of seniority within each program/worksites.
- (b) An employee will be entitled to receive their vacation in an unbroken period. Employees wishing to split their vacation will exercise seniority rights in the employee's first choice of vacation period. Seniority will prevail in the second vacation period, but only after all other "first choice" vacation periods have been posted. Seniority will also prevail in further choices in the same manner.

Regular vacation will have priority over vacation time carried over under the provision of Clause 34.04 (Vacation Carryover).

## **Vacation Pay**

34.03 A regular employee will be entitled to receive vacation pay during their vacation period on their regular paycheque issues during the vacation period.

At the request of an employee, an Employer who grants vacation pay based on what is earned at the time of taking vacation, may at its discretion and advance up to two weeks of unearned vacation to employees to enable the employee to take a paid vacation earlier in the year. Should employment be terminated for any reason prior to the vacation advance being earned, the Employer will offset the unearned vacation advance against amounts owing to the employee.

## **Vacation Carryover**

- 34.04 (a) A regular employee may carry up to 10 days' vacation leave per year. Vacation carryover will not exceed 10 days at any time. An employee will not receive pay in lieu of vacation time, except upon retirement or termination, or as requested by the employee in Clause 34.13 (Vacation Payout)
- (b) A single vacation period, which overlaps the end of the vacation year, will be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end for the vacation year will not be considered as vacation carryover, nor as a seniority choice for the subsequent year.

## **Vacation Schedules**

- 34.05 (a) Employees will submit their vacation requests to the supervisor on or before:
- (1) November 1<sup>st</sup> for the period January 1<sup>st</sup> through April 30<sup>th</sup>, and
  - (2) March 1<sup>st</sup> for the period May 1<sup>st</sup> through December 31<sup>st</sup>.

The Employer will approve the vacation schedules within two weeks of the closing dates for vacation requests. Employees will have a further two weeks to raise any concerns with the Employer about any vacation that may not have been scheduled by seniority.

- (b) Vacation requests submitted after the above closing dates will be considered on a first come, first served basis, provided such requests do not interfere with vacations approved in (a) above. The Employer will provide a written response within two weeks of the request and will make every effort to approve the request provided it does not unreasonable interfere with the operation of the Employer.
- (c) All vacation time not scheduled, paid out, or designated for carryover by five months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee.
- (d) An employee who relocates to another work location where the vacation schedule has already been completed will not be entitled to exercise their seniority rights for that year only. However, every effort will be made to grant vacation at the time of the employee's choice.

### **Vacation Schedule Changes**

34.06 Vacation schedules, once approved by the Employer, will not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

### **Vacation Pay Upon Dismissal**

34.07 Employees dismissed for cause will be paid their unused earned vacation allowance pursuant to Clause 34.01 (Annual Vacation Entitlement).

### **Vacation Credits Upon Death**

34.08 Where an employee has designated a beneficiary, earned but unused vacation entitlement will be made payable, upon an employee's death, to the employee's beneficiary, or where there is no beneficiary, to the employee's estate.

### **Approved Leave of Absence with Pay During Vacation**

34.09 When an employee is qualified for compassionate leave, sick leave, or any other approved leave with pay during their vacation period, there will be no deduction from the vacation credits for such leave. In the case of sick leave, this section will only apply when the period of illness or injury is in excess of two days and a note from a qualified medical practitioner may be required. The period of vacation so displaced will be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven days of returning to work.

## **Vacation Interruption**

- 34.10 (a) Employees who have commended their annual vacation will not be called back to work, except in case of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, they will be reimbursed for all reasonable expenses incurred by themselves, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts to the Employer.
- (c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled will not be counted against their remaining vacation time.

## **Banked Vacation**

- 34.11 Once every five years, an employee may bank a full year's vacation to be taken in conjunction with the next year's vacation. For the purpose of this clause, all vacation in the second year must be taken concurrently.

## **Prime Time Vacation Period**

- 34.12 Subject to the provisions of this article, it is the intent of the parties that no employee will be restricted in the time of year they choose to take their vacation. The Employer will back every effort to allow employees to take their vacation during the period of April 15<sup>th</sup> to October 15<sup>th</sup> inclusive, which will be defined as prime time vacation period.

## **Vacation Payout**

- 34.13 Where an employee requests in writing to have a specific number of vacation days paid out, and the Employer agrees to the request, the Employer will issue pay in lieu of vacation. Pay in lieu of vacation, if agreed, will be granted only after a minimum of 15 days' vacation time has already been taken in the year.

## **ARTICLE 35 – Domestic or Sexualized Violence Leave**

- 35.01 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.
- 35.02 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.
- 35.03 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.
- 35.04 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 46) 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.

- 35.05 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.
- 35.06 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.
- 35.07 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.
- 35.08 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.

### **ARTICLE 36 – Sick Leave**

- 36.01 All employees, earn sick leave credits as follows:
- (a) Effective April 1, 2025, all full time employees earn sick leave credits at the rate of one hundred percent (100%) of their hourly wage calculated on the basis of one (1) day per month for each month in which they receive ten (10) days pay.
  - (b) A part-time employee shall earn sick leave credits in proportion to the average number of hours worked per day in relation to a full-time employee in the same classification.
  - (c) Effective April 1, 2025, in order to convert existing leave banks from eighty per cent (80%) to one hundred per cent (100%) coverage, all current employees will have all sick bank credits converted to keep the ~~maintain~~ actual values of the credits they have earned. This means multiplying current sick credits accrued by 80%. For example, if an employee currently has 50 hours of sick time at 80% pay, this will be converted to 40 hours of sick time at 100% -  $50 \times 80\% = 40$  hours.)

- 36.02 Such credits may be carried over from one year to the next, to a maximum of twelve (12) days at any given time. There will be no payment upon termination, resignation or retirement.
- 36.03 Sick leave credits which the employee has accumulated entitle the employee to take sick leave with pay where the employee is unable to perform their duties due to illness or injury, quarantine, travel for medical care unavailable in the Yukon, within Canada.
- 36.04 Unless otherwise informed by the Employer, a statement signed or an email submitted by the employee indicating that because of illness or injury they were unable to perform their duties, will, when delivered to the Employer, be considered as meeting the requirements of Article 36.03 Where a pattern of absences is developing or there is a reasonable basis for believing there may be an abuse of sick leave, the Employer may request that further medical evidence acceptable to the Employer be furnished. The Employer agrees to pay the Medical Practitioners' cost of providing a medical certificate when such a request is made.
- 36.05 An employee may be granted additional sick leave without pay upon request for a reasonable period of time agreed upon between the Employer and the employee. Such request will not be unreasonably denied.

### **ARTICLE 37 – Indigenous Cultural Leave**

- 37.01 An employee who is 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.
- 37.02 The Employee, at their discretion, may request to use unused lieu time leave of up to five (5) days for this leave in accordance with Article 20.05 or special leave in accordance with Article 24.

## **ARTICLE 38 – Court Leave**

- 38.01 No employee shall suffer a loss of pay if their absence from work is due to required attendance at any legal proceeding related to employment.
- 38.02 An employee who is absent for reasons described in Clause 38.01 shall return to work if the employee can do so in time to complete one half of the day's work.
- 38.03 An employee who is called as a witness by the Employer at an arbitration hearing under the Grievance Article shall not suffer any loss of pay as a result, and the provisions of Article 16 concerning overtime apply to any hours spent in attendance at the arbitration hearing that would constitute overtime for the employee.
- 38.04 In the event that an employee receives a jury summons or subpoena, the employee shall notify the Employer of their summons or subpoena forthwith.

## **ARTICLE 39 – Duty to Accommodate**

- 39.01 The Employer recognizes that workplace accommodation enables employees with injuries or illnesses or disabilities to be productive members in the workplace benefitting both the Employer and the employee, and is committed to upholding the duty to accommodate the needs of employees pursuant to the *Canadian Human Rights Act*. It is the responsibility of the Employer, the employee needing accommodation, and the Union when requested by the employee, to work together towards the goal of reaching an accommodation.

### **Injury on Duty Leave**

- 39.02 Employees who are injured on the job and have their claim approved by the *Workers' Safety and Compensation Board* ("the Board") shall be granted Injury on Duty Leave.
- 39.03 The Employee shall receive directly from the Board any wage loss benefits to which they may be entitled.
- 39.04 While awaiting a decision from the Board, the Employee shall be entitled to use their sick leave credits in accordance with Article 36 – 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.

- 39.05 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.
- 39.06 Employees will not accrue sick leave, paid vacation or other paid leave during the unpaid Injury on Duty leave or during the Appeal period.
- 39.07 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.
- 39.08 In the event that an Employee is on a graduated return-to-work program and receives wages for hours worked, the employee may elect to either:
- (i) have the Workers' Safety and Compensation Board remit such wages directly to the Employer or
  - (ii) elect to have such compensation assigned to themselves.

If the employee elects (i) and receives pay for at least ten (10) days in a calendar month, or as otherwise specified in the Collective Agreement, they shall earn leave accruals in accordance with the appropriate article.

#### **ARTICLE 40 – Parental and Adoption Leave**

- 40.01 An employee who intends to request parental leave or an employee who intends to request adoption leave, shall notify the Employer at least twelve (12) weeks in advance of the expected date of birth or as soon as the application for adoption has been approved, and shall request such leave four (4) weeks prior to the date of commencement unless there is a valid reason why that notice cannot be given.
- 40.02 Such leave, of up to sixty-three (63) weeks shall be granted for a period beginning no sooner than the date of birth or acceptance of custody and

ending no later than seventy-eight (78) weeks after commencing the date of birth or acceptance of custody.

40.03 Unpaid Pregnancy, parental leave, and adoption leave utilized by an employee-couple shall not exceed a total of eighty-six (86) weeks for both employees combined.

40.04 Pregnancy leave, parental leave and adoption leave shall be counted for the calculation of "continuous service" for the purpose of calculating severance pay and for the purpose of calculating vacation leave. Time spent on such leave shall be counted for earning vacation leave credits under this Agreement.

#### **ARTICLE 41 – Compassionate Care Leave without Pay**

41.01 Upon reasonable notice from an employee, the Employer shall grant an employee up to twenty-eight (28) weeks of compassionate care leave without pay as defined under the *Canada Employment and Insurance Act*.

41.02 Subject to Clause 41.01, an employee shall be granted leave without pay for the compassionate care of a family member, as defined in the *Canada Employment Insurance Act*, subject to the following conditions:

- (a) the employee notifies the Employer in writing of the commencement date of such leave; and
- (b) the employee provides the Employer a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within twenty-eight (28) weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.

41.03 Leave granted under this Article shall be for a minimum period of one (1) week and a maximum of twenty-eight (28) weeks.

## **ARTICLE 42 – Leave Without Pay**

42.01 Upon written request, subject to operational requirements the employer may grant leave without pay for personal reasons. Such leave shall not be unreasonably withheld. Such leave shall not normally exceed two weeks and no employee shall be granted such leave more than once every two years without the consent of the Employer and the Union. Where an employee takes a leave(s) of two weeks or less, the employee shall return to their same position without loss of seniority. If a leave is granted in excess of two weeks, the status of the employee upon return from approved leave without pay shall be subject to agreement between the employer and the union.

## **ARTICLE 43 – Union Management Meetings**

43.01 A Union-Management Relations Committee shall be appointed consisting of an equal number of representatives from the Union and the Employer. The Committee shall meet on request of either party, for the purpose of discussing matters of concern. The Committee shall have the power to make recommendations to the Union and to the Employer.

43.02 The Employer is responsible for preparing meeting agendas and for ensuring that minutes are processed, agreed upon by both parties, and distributed electronically as soon as practicable for the information of all employees.

43.03 Time spent by employees in carrying out the functions of the Committee shall be considered to be paid at straight time.

## **ARTICLE 44 – No Strike or Lockout**

44.01 The Employer agrees that it will not cause or direct any lockout of its employees during the term of this agreement.

44.02 The Union agrees that there will be no strike, work stoppage, or slowdown during the term of this agreement. The Union agrees that if any such action takes place, it will repudiate it forthwith and require the employees to return to work.

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

## **Picket Lines**

44.04 Employees covered by this agreement shall have the right to refuse to cross a picket line. Article xx Corrective Measures will not be applied by the Employer against an employee for exercising the right guaranteed in this clause. They shall be considered as being on authorized leave without pay.

## **ARTICLE 45 – Management Rights**

45.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities. The Employer agrees to exercise its authority in matters concerning working conditions in a fair and reasonable way consistent with the provisions, and the spirit, of this agreement.

## **ARTICLE 46 – Civil Liability**

46.01 The Employer agrees to provide at no cost to the Employee, Legal Counsel to defend any Employee and their estate in any legal actions brought forth against the employee as the result of the performance of their duties on behalf of the Employer, including but not limited to any damage to any property at any of the Employer's facilities, and to protect and hold the employee harmless from any judgment rendered thereunder. Indemnity is subject to cooperation with counsel selected by the Employer or its insurers. The indemnity does not apply where a court or tribunal concludes the employee has engaged in willful misconduct or gross negligence for that part of any liability imposed upon the Employee.

46.02 The Employer agrees to maintain, throughout the term of this Agreement, commercial general liability and professional liability insurance with reasonable limits.

## **ARTICLE 47 – Right to Disconnect**

47.01 Unless specified elsewhere in this Collective Agreement, or where an employee has indicated in the scheduling system that they are available for scheduling purposes, an employee is under no obligation to engage in work-related communications including, but not limited to, answering calls or emails outside of normal working hours. The Employer may contact an

employee for schedules, emergencies or administrative matters, however, there shall be no punitive action or reprisals against any employee due solely to their exercising their rights under this Article.

## **ARTICLE 48- Benefits Plan**

Health and Welfare benefits will be provided by the Healthcare Benefit Trust (HBT) or another competitive carrier who is able to supply the same or better coverage.

For the purposes of this Article, the following definitions will apply.

### **Eligibility**

Coverage for a regular employee under these plans will commence on the first day of the month following the month in which they employee successfully completes their probationary period.

Coverage for an employee in a trial period, who did not have benefit coverage prior to being awarded a temporary or permanent position, will commence on the first day of the month following in which the employee completes work in their trial period, not to exceed three months.

### **Termination**

Coverage under these plans will terminate at the end of the month in which the employee's employment is terminated with the following exceptions:

- (a) Group Life coverage will continue without premium payment for a period of 31 days following the date the employee's employment terminates or the day you turn 70/retire.
- (b) Accidental Death and Dismemberment coverage will terminate on the date the employee's employment terminates or the day you turn 70/retire.
- (c) Long-term disability coverage will terminate on the date the employee's employment terminates or the day you turn 65/retire.

### **Definition of Spouse and Other Dependents**

"Common-law spouse" means two people who have cohabitated as spousal partners for a period of not less than one year.

“Couple” for the purposes of benefits coverage, will be as defined by the individual plan carriers.

“Dependent child” - for the purposes of benefits coverage, means any natural child, stepchild, foster child, or adopted child of the employee, who is under the age of 19 years and who the employee is deemed a parent or guardian through the provision of legal document(s) acceptable to and upon request of the carrier; an unmarried child until the end of the month in which the child attains the age of 19 years of age if the child is mainly dependent on and living with the employee or their spouse. Coverage may be extended to age 25 years where the dependent child is a full-time student at a recognized educational institute. An unmarried child with physical or developmental disabilities will be covered to any age if they are mainly dependent on and living with the employee or their spouse.

“Family” means the employee’s spouse as defined above and below and their dependant(s) as defined above.

“Spouse” means wife, husband or common-law spouse.

If an employee maintains coverage for benefit plans while on pregnancy or parental leave, the Employer agrees to pay the Employer’s share of these premiums.

## **A. Dental**

### 48.01 Dental Plan

- (a) The Employer will pay 100% of the monthly premiums for the dental plan that will cover the employee, their spouse and dependent children, provided they are not enrolled in another comparable plan.
- (b) Plan A coverage to include provision for cleaning of the teeth (prophylaxis and scaling) every nine months except dependent children [up to age 19] will be eligible for this provision every six months.
- (c) Eligible regular employees will be provided with a dental plan covering 100% of the costs of the basic plan (Plan A), 60% of the costs of the extended plan (Plan B) and 60% of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after 12 months participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2,750 per patient with no run-offs for claims after termination of employment.

## **B. Extended Health Plan**

48.02 The Employer will pay 100% of the monthly premiums for the extended health care plan that will cover the employee, their spouse and dependent children, provided they are not enrolled in another plan.

- (a) Eligible regular employees will be provided with an extended health plan covering 80% of eligible expenses, \$45 deductible per person or family.
- (b) There will be coverage for eyeglasses and hearing aids. The allowance for eye exams will be a maximum of \$100 per person per 24 months and the allowance for prescribed eyeglasses or equivalent corrective laser surgery will be to a maximum of 80% of \$350 per person per 24 months.
- (c) The Extended Health Plan will include access to a Yukon based Employee and Family Assistance Plan (EFAP) which includes counselling and referral services.

## **C. Group Life and Accidental Death and Dismemberment**

48.03 The Employer will pay 100% of the premiums for the group life and accidental death and dismemberment insurance plans.

- (a) The plan will provide basic life insurance in the amount of \$50,000 and standard 24-hour accidental death and dismemberment insurance until age 65. At the age of 65 the amount of coverage will decrease to \$25,000 until the age of 70, at which time the group insurance coverage will cease. Employees may purchase additional insurance provided this option is available by the carrier. The Employer will deduct the appropriate amount from the employee's pay for this option.
- (b) On termination of employment (excluding retirement) coverage for group life will continue without premium payment for a period of 31 days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of their group life insurance into any whole life, endowment or term life policy normally issued by the insurer and the insurer's standard rates at the time, without medical evidence.

- (c) Employees will be entitled to advance payment of Group Life Benefits in accordance with Memorandum of Agreement # (Advance Payment of Group Life Benefits) appended to this agreement.

#### **D. Long-Term Disability**

48.04 The Employer will provide a long-term disability plan. *Note: See Memorandum of Agreement #5 (Long-Term Disability Plan)* appended to this agreement.

### **ARTICLE 49 – Municipal Pension Plan**

49.01 The employer will provide the Municipal Pension Plan (MPP) to all eligible employees.

- (a) Employees of record on January 26, 2023, who meet the eligibility requirements of the MPP, have the option of joining or not joining the MPP. Eligible employees who initially elect not to join the MPP on January 26, 2023, have the right to join the MPP at any later date but will not be able to contribute or purchase service for the period waived.
- (b) All regular full-time employees hired after January 26, 2023, will be enrolled in the MPP upon completion of the earlier of their probationary period or three months and will continue in the plan as a condition of employment. Full-time hours of work are defined in Article 13.02.
- (c) Regular part-time employees and casual employees hired after January 26, 2023, who meet the eligibility requirements of the MPP have the right to enroll or not enroll in the MPP. Those who initially decline participation have the right to join the MPP at any later date. If a part time or casual employee becomes a full time employee, enrollment is mandatory subject to eligibility requirements.

49.02 The MPP rules currently provide that a person who has completed two years of continuous employment with earnings from an employer of not less than 35% of the year's maximum pensionable earnings in each of two consecutive calendar years will be enrolled in the Plan. This rule will not apply when an eligible employee gives a written waiver to the Employer.

- (a) Employers will ensure that all new employees are informed of the options available to them under the MPP rules.

- (b) Eligibility and terms and conditions for the pension will be those contained in the Municipal Pension Plan and associated documents.
- (c) If there is a conflict between the terms of this agreement and the MPP rules, the MPP must prevail. Note: MPP contact information: Web: <http://www.pensionsbc.ca> Email: [mpp@pensionsbc.ca](mailto:mpp@pensionsbc.ca) Victoria Phone: 1-250-953-3000 BC Phone: 1-800-668-6335

## **ARTICLE 50 – Surveillance in the Workplace**

### **Electronic Communications**

50.01 The Employer shall respect the Employee's reasonable expectation of privacy when communicating by electronic means. This does not preclude the Employer from conducting routine network maintenance and administration procedures to ensure reliability and traffic flow, nor from meeting its obligations to ensure due diligence against misuse or liability arising from material that is illegal, offensive, or otherwise inappropriate.

### **Video Surveillance**

50.02 The Employer is committed to public safety, crime prevention, and protection of employees as well as material assets. The Union recognizes that the Employer may use electronic surveillance systems in Connective owned or operated vehicles, in public areas of buildings or facilities to deter and detect crime and illegal behaviour. Employees will be made aware of the locations of all video surveillance and all Employer vehicles with GPS.

### **Workplace Monitoring**

50.03 Monitoring employees during work hours may occur only where it is for reasonable health and safety purposes or if there is suspicion on reasonable grounds of criminal activity or other substantive wrongdoing.

Employees will not be monitored or tracked unless they have consented to this and the Employer shall not use electronic surveillance information to monitor employee performance.

Should the surveillance information be required as part of an investigation of illegal activity, or a health emergency on premises, such information may be submitted as evidence.

#### **ARTICLE 51 – Duration, Renewal and Retroactivity**

- 51.01 This agreement shall be binding and remain in effect from date of certification to March 31, 2028.
- 51.02 (a) Unless otherwise specified, all provisions of this Agreement take effect on April 1, 2025 or on date of ratification, whichever is later.
- (b) Current employees and any employee(s) (or, in the case of death, the estates of former employees) who has severed their employment since January 6, 2023 shall receive the full retroactivity of any general economic increases in wages.
- 51.03 The provisions of this Agreement, including the provisions for processing of grievances under Article 32, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.
- 51.04 Within four (4) months preceding the termination of this Agreement, either party may by written notice require the other party to begin bargaining collectively with a view to the conclusion, renewal or revision of this Collective Agreement.
- 51.05 This Agreement may be amended by mutual consent.
- 51.06 Where notice to commence collective bargaining has been given under Clause 51.04, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees in the bargaining unit which was in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new Collective Agreement, has been concluded.

Signed in Whitehorse, May 08, 2025

PUBLIC SERVICE ALLIANCE

  
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Josée-Anne Spirito  
PSAC Regional Executive Vice-President  
North

  
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Via Echeveria  
Committee Member

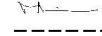
  
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Cindy MacNeil  
Committee Member


  
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Erna Post  
PSAC Negotiator

CONNECTIVE

  
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Mark Miller  
Chief Executive Officer

  
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James Crowe  
Chief Administrative Officer

  
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Chris Kinch  
VP of Service Delivery

## SCHEDULE "A" – Rates of Pay

April 1, 2025

Job	Step 1 (0 – 2,000 hours)	Step 2 (2,001 – 4,000 hours)	Step 3 (4,001 – 6,000 hours)	Step 4 (6,001+ hours)
Dietary Aide	\$28.11	\$29.07	\$30.61	\$32.19
Domestic Aide	\$28.55	\$29.51	\$31.08	\$32.74
Kitchen Worker/Cook	\$30.29	\$31.34	\$33.03	\$34.77
Residence Support Worker/Housing Support Worker/Outreach Worker/ Resource Centre Worker	\$33.09	\$34.20	\$36.00	\$37.84
Program Coordinator/Senio r Residence Worker	\$35.49	\$36.62	\$38.21	\$39.81
Kitchen Coordinator	\$37.15	\$38.39	\$40.52	\$42.65

April 1, 2026 – 3% Salary Increase

Job	Step 1 (0 – 2,000 hours)	Step 2 (2,001 – 4,000 hours)	Step 3 (4,001 – 6,000 hours)	Step 4 (6,001+ hours)
Dietary Aide	\$28.95	\$29.95	\$31.53	\$33.15
Domestic Aide	\$29.40	\$30.40	\$32.01	\$33.72
Kitchen Worker/Cook	\$31.20	\$32.28	\$34.02	\$35.81
Residence Support Worker/Housing Support Worker/Outreach Worker/ Resource Centre Worker	\$34.08	\$35.23	\$37.08	\$38.98
Program Coordinator/Senio r Residence Worker	\$36.55	\$37.72	\$39.36	\$41.00
Kitchen Coordinator	\$38.26	\$39.54	\$41.74	\$43.93

April 1, 2027 – 3% Salary Increase

Job	Step 1 (0 – 2,000 hours)	Step 2 (2,001 – 4,000 hours)	Step 3 (4,001 – 6,000 hours)	Step 4 (6,001+ hours)
Dietary Aide	\$29.82	\$30.84	\$32.48	\$34.15
Domestic Aide	\$30.28	\$31.31	\$32.97	\$34.73
Kitchen Worker/Cook	\$32.14	\$33.25	\$35.04	\$36.89
Residence Support Worker/Housing Support Worker/Outreach Worker/ Resource Centre Worker	\$35.11	\$36.28	\$38.19	\$40.14
Program Coordinator/Senior Residence Worker	\$37.65	\$38.85	\$40.54	\$42.23
Kitchen Coordinator	\$39.41	\$40.73	\$42.99	\$45.24

**Pay Notes:**

The employer will pay lump sum amounts to all FT and PT employees engaged in active employment on the date of ratification of this agreement as follows:

Five Hundred dollars (\$500) July 1, 2025 for all FT employees engaged in active employment on July 1, 2025.

Five Hundred dollars (\$500) July 1, 2026 for all FT employees engaged in active employment on July 1, 2026.

\$250 July 1, 2025, for all PT employees engaged in active employment on July 1, 2025.

\$250 July 1, 2026, for all PT employees engaged in active employment on July 1, 2026.

This provision applies only to employees who were engaged in active employment on the date of ratification of this agreement.

This provision does not apply to casuals or casuals who changed their status to part time or full time after the date of ratification.

## **SCHEDULE "B" – Seniority of Employees**

In accordance with Article 25, the Employer will maintain and distribute a current seniority list of employees on a monthly basis.

## **Memorandum of Agreement – YUKON NOMINEE PROGRAM**

Connective will not seek candidates from the Yukon Nominee program without the consent of the Union, which will not be unreasonably denied.

Such hiring will be based on program recruitment criteria and program eligibility and will not result in the layoff, reduction of hours or loss of promotional opportunity for any bargaining unit employee.

Bargaining unit positions created through the Yukon Nominee program will be covered by the Collective Agreement except for Article 21 Lay-off and Recall and Article 28 Promotion and Staffing.

Notwithstanding the above, effective from the date of ratification, any Yukon Nominee term employee who has two (2) or more years of continuous service with Connective shall become a regular employee.

## **Memorandum of Agreement – Early Intervention Program (EIP)**

The parties agree that EIP program is not an attendance management program, and is a program intended to facilitate the appropriate return to work of employees on a case by case basis.

The parties will follow policies and procedures set by the Early Intervention Program (EIP).

1. The Employer refers an employee who has been ill or injured to the EIP provider when the Employer has reasonable grounds to suspect that there may be a pattern of absences or evidence that the employee was engaged in activities incompatible with illness or injury) and/or
  - (a) in the case of a full-time or part-time employee, when they have been absent for five consecutive scheduled working days/shifts or will be absent for more than five consecutive scheduled working days/shifts;
  - (b) in the case of either a full-time or part-time employee, immediately when the employee has been absent due to a workplace injury/illness being claimed through Yukon Workers' Safety and Compensation Board or an injury due to a motor vehicle accident.
2. The EIP Provider must contact the referred employee within two working days of the referral to explain the Program, to advise that participation in the program is mandatory if the employee is deemed eligible, and to confirm where to send the Enrollment Package (e.g. consent and medical forms) where eligible.
3. A referred employee must make reasonable efforts to communicate with the EIP Provider as soon as possible after the provider has contacted the referred employee.
4. A referred employee must make reasonable efforts to complete the consent form and the medical form and return them to the EIP Provider within seven days of receiving the forms from the EIP Provider, so that the EIP Provider has the information necessary to develop a case management plan to assist the employee.

5. The EIP Provider will copy the Employer, the Union, and the EIP Coordinators on correspondence to the employee. Such correspondence will be sent immediately upon:
  - (a) the employee not communicating with the EIP Provider in accordance with the above timelines, or the employee not providing sufficient information, and the EIP Provider intends to close, or closes, the employee files;
  - (b) an enrolled employee no longer participating in the Case Management Plan;
  - (c) the EIP Provider completing a return-to-work plan with an expected return date;
  - (d) the EIP Provider referring the employee to long-term disability;
  - (e) the EIP Provider closing the employee's file.

The Union reserves the right to appeal or grieve such decisions

6. The EIP provider determines the eligibility of the employee to participate in the program.
7. Once eligible, participation of the employee in the EIP is mandatory.
8. The Union will support the employee to participate in the Program in accordance with the EIP policies and procedures.
9. Access to sick leave and LTD benefits may be at risk for employees who do not participate (reference the EIP policies and procedures) or continue to participate once they are deemed eligible by the EIP Provider and the employee may be subject to discipline.
10. The EIP provider designs a return-to-work plan tailored to the employee's individual circumstances in consultation with the employee, Employer and Union i.e. integrating the employee back into the workplace with graduated or modified duties, job accommodation by the Employer within the provisions of the collective agreement.
11. The EIP provider monitors the progress of the employee and makes adjustments to the plan as needed to ensure a successful return to work.