

COLLECTIVE AGREEMENT

BETWEEN:

**THE YOUNG WOMEN'S CHRISTIAN ASSOCIATION
OF YELLOWKNIFE, N.W.T.**

~ and ~

THE PUBLIC SERVICE ALLIANCE OF CANADA

Expires May 31, 2023

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ARTICLE 1 - PURPOSE OF AGREEMENT

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

ARTICLE 2 - INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) “Abandonment of position” means an employee is absent without leave and has not contacted the Employer for four (4) consecutive shifts.
 - (b) “Agreement” and “Collective Agreement” means this Collective Agreement.
 - (c) “Bargaining Unit” means all employees of the Young Women’s Christian Association of Yellowknife, N.W.T. at Sutherland House, Fort Smith, Northwest Territories, excluding the Shelter Manager, unless otherwise modified by agreement of the Employer and the Union, or by directive of the Canada Industrial Relations Board.
 - (d) “Spouse” is one of two persons legally married to one another, or an individual in a relationship who has lived with another person for a period of at least one (1) year, has publicly represented that person as her spouse, and continues to live with that person as if that person were her spouse.
 - (e) “Continuous Employment” and “Continuous Service” means uninterrupted employment with the Employer; and
 - (i) with reference to re-appointment of a layoff, an employee’s employment in the position held at the time of layoff, and the employee’s employment in the position to which the employee is appointed, shall constitute continuous employment, provided the employee’s re-appointment occurs within one (1) year of layoff;
 - (ii) where an employee, other than a casual employee, ceases to be employed for a reason other than dismissal, resignation, abandonment of position or rejection on probation and is re-employed within a period of one (1) year, the employee’s periods of employment for purposes of calculating

entitlement to pension, sick leave, vacation leave and vacation travel benefits shall be considered as continuous employment;

- (iii) for the purposes of casual employees, continuous employment includes periods of employment that have not been broken by a period of more than thirty (30) days;
 - (iv) Where a casual employee is subsequently hired as a full-time or part-time employee, the employee shall be credited with their period of continuous employment accumulated as a casual employee, provided their employment has not been broken by a period of more than thirty (30) days, for the purposes of probation.
- (f) “Employee” means a person in the Bargaining Unit and includes:
- (i) A “Full Time Employee” which means an employee regularly scheduled to work more than 35 hours of work per week, or who works more than 35 hours per week when those hours are averaged according to the averaging permit issued by Employment Standards.
 - (ii) A “Part-Time Employee” which means an employee regularly scheduled to work more than 19 hours per week and less than the full-time regular hours of work per week.
 - (iii) A “Term Employee” which means a person who is hired on a term basis for a full-time or part-time position:
 - A. for a specific job of more than four (4) calendar months;
 - B. to replace a full-time or part-time employee who is on approved leave of absence for a period in excess of four (4) calendar months; or
 - C. to replace a full-time or part-time employee who is on leave due to illness or injury where the employee has indicated the duration of such leave will be in excess of four (4) months;
- (g) A “Casual Employee” which means a person who
- (i) is regularly scheduled for a period of four (4) calendar months or less for a specific job, provided that the Employer agrees not to create an artificial break in service in order to prevent a casual employee from accessing the rights and benefits accorded to a term or part-time employee; or
 - (ii) relieves for absences, the duration of which is four (4) calendar months or less; or
 - (iii) works on a call-in basis and is not regularly scheduled; or

- (iv) is not required to work a specified number of hours in any given work-week but who is scheduled to work on an as-needed basis, for 19 hours or less per week or 994 hours or less in a calendar year.
 - (h) “Employer” is Young Women’s Christian Association of Yellowknife, N.W.T.
 - (i) “Family Violence” means “family violence” as defined in subsection 1(2) of the *Protection Against Family Violence Act*.
 - (j) “Fiscal Year” means the period of time from April 1 in one year to March 31 in the following year.
 - (k) “Grievance” means a complaint in writing that an employee, the Union or the Employer submits to be processed through the grievance procedure.
 - (l) “Holiday” means the twenty-four (24) hour period commencing at 12:01 a.m. of a day designated as a paid holiday in this Agreement.
 - (m) “Layoff” means an employee whose employment has been terminated because of lack of work, lack of funding, or because of the discontinuance of a function, and who is suitable for continued employment with the Employer.
 - (n) “Leave of Absence” means absence from duty with the Employer’s permission.
 - (o) “Overtime” means work performed by an employee, at the request of the Employer, in excess of the regularly scheduled hours of work. In the case of part-time, casual and term employees, overtime means work performed by the employee in excess of the regular hours of work for a full-time employee in the same position.
 - (p) “Rates of pay” shall be set out in Appendix A of this Collective Agreement.
 - (q) “Union” means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.
 - (r) “Week” for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Monday and terminate at midnight on the following Sunday.
- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the Interpretation Act, but not defined elsewhere in this Agreement have the same meaning as given to them in the Interpretation Act.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Public Service Alliance of Canada as the sole bargaining agent of all employees of 10717-U as named in the certificate issued by the Canada Industrial Relations Board, issued January 8, 2015.

- 3.02 In the event that the Employer creates a new position (which did not exist in the CIRB certificate noted in 3.01), it undertakes to inform the Union of the creation of this new position together with the Employer's position as to whether such position is to be recognized as being part of the bargaining unit. Upon a written request from the Union within forty-five (45) days of notification to this effect, the Employer shall meet with the Union in order to discuss the Employer's position on the inclusion or exclusion of this position in the bargaining unit.
- 3.03 In the event that the parties fail to agree on whether the position shall be included or excluded, either party may refer the case to the Canada Industrial Relations Board for a decision.

ARTICLE 4 - APPLICATION

- 4.01 The provisions of this Collective Agreement shall apply to the employees, the Union and the Employer.
- 4.02 Unless otherwise provided, Part-time employees shall be entitled to all benefits provided under this Agreement, in the same proportion as their weekly hours of work compared to the standard work week.
- 4.03 Casual employees shall be entitled to receive vacation pay, as detailed under this Collective Agreement, but no other benefits.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Employer reserves all rights not specifically restricted or abrogated by the provisions of this Collective Agreement.
- 5.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) maintain order, discipline and efficiency;
 - (b) make and enforce, from time to time, rules and regulations to be observed by an employee which are not in conflict with any provisions of this Collective Agreement;
 - (c) direct the working force and to create new positions and work units and to determine the number of employees, if any, needed from time-to-time in any work unit or position and to determine whether or not a position or work unit will be continued or declared redundant;
 - (d) hire, promote, transfer, layoff and recall;
 - (e) demote, discipline, suspend or discharge for just cause.

ARTICLE 6 - FUTURE LEGISLATION AND CONFLICT OF PROVISIONS

- 6.01 In the event that any law passed by Parliament, or the Northwest Territories Legislative Assembly renders null and void or alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Collective Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision.
- 6.02 Where there is any conflict between the provisions of this Agreement and any regulation, direction or other instrument dealing with terms and conditions of employment issued by the Employer the provisions of this Agreement shall prevail.

ARTICLE 7 - UNION SECURITY/CHECK OFF

- 7.01 Effective the first (1st) of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of Union dues from the pay of all employees in the Bargaining Unit. All employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union in good standing.
- 7.02 The Union shall inform the Employer in writing of the percentage to be checked off for each employee. The amounts deducted in accordance with clause 7.01 shall be remitted to the Comptroller of the Alliance by cheque monthly and shall be accompanied by particulars identifying each employee and the deductions made on her behalf.
- 7.03 For the purpose of applying clause 7.01, deductions from earnings for each employee in respect of each calendar month will start with the first full calendar month of employment to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any bi-weekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.
- 7.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer which shall be limited to the amount actually involved in the error. If such an error is made:
- (a) Where the error results in the employee being in arrears for dues deductions, recovery is to be made by deducting one (1) additional deduction each month in an amount not to exceed the established monthly deduction until the arrears are recovered in full; or
 - (b) Where the error results in an over deduction and the monies have not been remitted to the Union, the Employer shall reimburse the employee.
- 7.05 The Employer shall ensure that T4s issued to employees in the bargaining unit show the amount deducted for union dues and remitted to the Union.

ARTICLE 8 - STRIKES AND LOCKOUTS

- 8.01 There shall be no lockout, closing of a place of employment, a suspension of work by the employer or a refusal by the employer to continue to employ a number of employees, which is done to compel other employees to agree to terms or conditions of employment by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production by any employees during the term of this Agreement.

ARTICLE 9 - RESTRICTION ON OUTSIDE EMPLOYMENT

- 9.01 When an employee wishes to carry on any business or employment outside the employee's regularly scheduled hours of duty, the employee shall notify the Employer in writing of the nature of such business or employment.
- 9.02 When the Employer desires to prohibit an employee's engagement in business or employment outside her regularly scheduled hours of duty such employee will be notified in writing together with the reason for withholding such permission.
- 9.03 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:
- (a) a conflict of duties may develop between an employee's regular work and the employee's outside interests; and
 - (b) certain knowledge and information available only to employees place the individual in a position where the employee can exploit the knowledge or information for personal gain.

ARTICLE 10 - CORRESPONDENCE

- 10.01 All correspondence between the Employer and the Local Union, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or her designate and the President of the Local or her designate.
- 10.02 It is the duty of each employee to ensure that the Employer has on file a current copy of the employees address and telephone number. Notices required to be sent to an employee will be deemed to have been received if they are sent to the last address on file.

ARTICLE 11 - APPOINTMENT OF EMPLOYEE REPRESENTATIVES

- 11.01 The Employer acknowledges the right of the Union to appoint employees as Representatives of the Union.
- 11.02 The Union agrees to limit the appointment of Representatives to a reasonable number.

- 11.03 The Union shall provide the Employer with a list of the Local's officers and stewards and of any revisions that may be made from time to time, which shall be provided in writing to the Employer within seven (7) calendar days of any change. Management will not be required to recognize a Local Representative until so informed in writing.
- 11.04 On request and with a reasonable amount of advance notice, a representative of the Public Service Alliance of Canada or the Union of Northern Workers may be granted access to the work premises to attend meetings with the Employer to deal with matters arising out of this Collective Agreement.
- 11.05 The Employer acknowledges the rights and duties of Union Stewards to assist aggrieved employees in the preparation and presentation of their grievances in accordance with the grievance procedure and that it may be necessary for them to leave their work to assist in the investigation or handling of a grievance/possible grievance. Therefore, if a Steward must leave work to investigate a complaint of an urgent nature or to attend a meeting with management, the Steward shall obtain the permission of their immediate supervisor before leaving the work area. Similarly, if entering another work area, the Steward shall first obtain permission of that supervisor. Such permission will not be unreasonably withheld. When resuming normal duties, the Steward shall report back to their immediate supervisor. In accordance with this understanding, the Steward shall be granted leave with pay for scheduled hours of work to perform these functions.
- 11.06 An aggrieved employee and the employee's representative shall not suffer any loss of pay or benefits for the time spent during their scheduled working hours while meeting with management in the grievance process.

ARTICLE 12 - RELATIONSHIP WITH CLIENTS

- 12.01 The Employer's and employee's primary obligation is to provide confidential services without discrimination to any woman and child.
- 12.02 Clients must be treated with consideration and in a fair and just manner. Employees are required to demonstrate respect for others, as well as for the rights and opinions of others.
- 12.03 Behaviour that communicates acceptance and accommodation of diversity will be the norm. Each employee shall ensure that her personal values do not interfere with the service offered to any woman or child. Services shall be delivered without discrimination on any basis, including but not limited to ethnicity, place of origin, religion, race, sexual orientation, gender identity and economic status.
- 12.04 Employees have an obligation to inform the client of all services related to her situation.
- 12.05 Employees shall ensure that women and children receive the services that each one may require from Sutherland House, in a fair and respectful manner.
- 12.06 It is recognized the needs of the child may be different from the needs of the mother and that employees shall report cases of child abuse.

- 12.07 No employee shall take advantage of relationships with clients for personal or financial gain or the personal or financial gain of relatives, friends or co-workers. (e.g. accepting gifts or soliciting clients).
- 12.08 The power inherent in the positions held by employees should not be exploited as this negatively impacts the safety and security of Sutherland house clients and employees.
- 12.09 A relationship between an employee and a client or member of the client's family shall not influence positively or negatively the service provided to the woman or child.
- 12.10 Subject to Article 12.11, no employee shall limit the access of a client or potential client to Sutherland House, or its services, without authorization from the Manager.
- 12.11 In situations where a client or potential client is acting out violently, an employee shall have the right to limit access to that individual and shall document this decision in the shelter log book.

ARTICLE 13 - INFORMATION

- 13.01 On request the employee's supervisor, and on reasonable advance notice, an employee shall be informed of the employee's time and attendance record, leave accrual and usage, time in lieu, sick leave credits and shall be provided with other documents related to pay.
- 13.02 There shall be only one (1) employee personnel file per employee which shall be held in the office of the manager. Upon request by an employee, with reasonable advance notice, to the manager, the Employer shall allow the employee to view the employee's personnel file in the presence of the Employer and during the manager's hours of operation. The employee shall be provided a copy of any document on the file requested by the employee. All documents not previously provided to the employee shall be provided by the Employer free of charge to the employee; the employee shall pay a fee of \$0.20 for any additional copies of documents the employee has previously received.
- 13.03 An employee shall have the right to comment and to make a copy of any document to which they have access in their personnel file and any such comment shall become part of the record. When preparing the comment, the employee shall include the following information: the employee's full name, signature and the date on which the comment is written.
- 13.04 The employee's signature on a record indicates that the employee has read and understood the contents of the record and shall not be interpreted as concurrence with the statements contained therein.

ARTICLE 14 - HARASSMENT AND DISCRIMINATION

Harassment and Discrimination

- 14.01 The Employer is committed to providing a work environment that is free from harassment and discrimination and where the dignity and self-esteem of every individual are respected. The Employer considers harassment to be serious misconduct that will not be tolerated. All employees have the right to freedom from harassment in the workplace on the prohibited grounds as stated in the Northwest Territories Human Rights Act.
- 14.02 The Union also recognizes the right of employees to work in an environment free from harassment and discrimination and agrees to foster and promote such an environment. Employees shall treat each other in a fair and respectful manner and shall not engage in gossiping or bullying behaviour.
- 14.03 Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. The Employer, persons acting for the Employer, and co-workers are prohibited from engaging in harassment or discrimination on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, marital status, family status, sex, sexual orientation, gender identity, disability, record of offences or membership or activity in the Union.

Sexual Harassment

- 14.04 The Employer is committed to promoting a work environment which is free from sexual harassment. Every employee has the right to freedom from harassment in the workplace because of sex by the Employer or Agent of the Employer or by another employee.
- 14.05 Sexual harassment is defined as any conduct, gesture or contact of a sexual nature that:
- (a) is likely to cause offence or humiliation; or
 - (b) that might, on reasonable grounds, be perceived by an employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 14.06 A grievance under this Article may be initiated at any step of the grievance procedure. Grievances under this Article will be handled with all possible confidentiality and dispatch.

Abuse of Authority

- 14.07 Abuse of authority occurs when an individual improperly uses the power and authority inherent in their position to endanger an employee's job, undermine the employee's ability to perform that job or threaten the economic livelihood of an employee. It includes intimidation, gossiping, bullying, demeaning, threats, blackmail or coercion.

Grievances

- 14.08 If an employee files a grievance regarding discrimination or workplace harassment in accordance with this Article, the grievance will be held in abeyance pending the application of the Employer's harassment policy. In the event that the matter is not resolved through the application of the Employer's harassment policy, the employee may proceed with the grievance, and Article 16.06 (step one of the grievance procedure) will apply.
- 14.09 If the employee's supervisor is the subject of the complaint, the complaint shall be brought to the attention of the Executive Director and the grievance will be held in abeyance pending the application of the Employer's harassment policy. In the event that the matter is not resolved through the application of the Employer's harassment policy and the employee proceeds with the grievance, the first level of the grievance procedure will be waived and step two of the grievance procedure will apply.

General

- 14.10 No employee shall suffer any reprisals for having filed a complaint in good faith or for having co-operated in a harassment investigation. The manager and Executive Director are responsible for ensuring that employees are protected from retaliation for having filed a complaint or co-operated in an investigation.
- 14.11 The parties agree that the provisions of the Northwest Territories Human Rights Act shall form part of this Collective Agreement.
- 14.12 The Employer shall make every reasonable effort to find alternate employment within its employ for an employee who becomes unable to carry out her normal work functions as a result of a physical or mental disability arising as a result of her employment with the Employer.

ARTICLE 15 - LEAVE FOR UNION BUSINESS

- 15.01 Employees entitled to receive leave without pay under this Article shall have their regular salary uninterrupted during such leave. The Union will reimburse the Employer for all costs associated with such leave without pay as per this article. It is understood that such leave requests will not be unreasonably denied.
- 15.02 Subject to reasonable advance notice, the Employer will grant leave of absence without pay to two (2) employees for the purpose of preparing for contract negotiations on behalf of the Union, for a maximum of one (1) day.
- 15.03 Subject to reasonable advance notice, leave with pay will be granted for face-to-face negotiations with the Employer for the renewal of the Collective Agreement.

- 15.04 Subject to operational requirements and on receipt of reasonable advance notice, in writing, the Employer will grant leave without pay as below. Upon written confirmation from the Union that the employee's attendance is reimbursable, the Employer will grant leave without pay to:
- (a) One (1) employee to undertake training related to the duties of a representative;
 - (b) One (1) employee selected as a delegate to attend PSAC National Board of Directors' meetings, conferences and conventions of the PSAC and its Components, the Canadian Labour Congress and the Northwest Territories Federation of Labour;
 - (c) a reasonable number of employees for the purpose of doing work on behalf of the Union; and
 - (d) to members of the local Executive to attend Local Union meetings .
- 15.05 During leaves of absence granted under this Article, the Employer shall maintain the regular salary of such employee(s). The Union will reimburse the Employer for salary recovery and benefits recovery and an additional ten percent (10%) upon presentation of an invoice to the Union stating amounts for each employee involved.

ARTICLE 16 - ADJUSTMENT OF DISPUTES

- 16.01 The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a) by the interpretation or application of a provision of this Agreement;
 - (b) disciplinary action resulting in a written letter of discipline, demotion, suspension, or a financial penalty; and
 - (c) dismissal from the Employer.
- 16.02 The procedure for the final resolution of the grievances listed in clause 16.01 is Arbitration.

Representation

- 16.03 If an employee so desires, they may be assisted and represented by the Union when presenting a grievance at any level.
- 16.04 Where an employee has been represented by the Union in the presentation of her grievance, the Employer shall provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the decision is conveyed to the employee.
- 16.05 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated, to whom a grievance is to be presented.

Procedure

- 16.06 An employee shall present a grievance in writing to the first (1st) level of the procedure not later than the twenty-first (21st) calendar day after the date on which the employee is notified orally or in writing or on which the employee first becomes aware of the action or circumstances giving rise to the grievance. When filing a grievance, the employee shall make an effort to state the nature of the grievance, the circumstances from which it arose, the Articles alleged infringed and the redress sought. A copy of the grievance shall also be presented to the Executive Director or designate.
- 16.07 The Employer shall reply in writing to an employee's grievance within fourteen (14) calendar days at Level 1, and within fourteen (14) calendar days at Level 2.
- 16.08 An employee shall present a grievance at each succeeding level in the grievance procedure beyond the (1st) level:
- (a) where the decision or settlement is not satisfactory to the employee, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to her by the Employer; or
 - (b) where the Employer has not conveyed a decision to her within the time prescribed in Article (a) within fourteen (14) calendar days after the day the reply was due.
- 16.09 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:
- (a) First Level (first level of management)
 - (b) Second Level (Executive Director)
 - (c) Final Level (Arbitration)
- 16.10 When the Employer dismisses an employee, the grievance procedures shall apply except that the grievance may be presented at the Second Level.
- 16.11 Individual employees and groups of employees shall both have the right to initiate a grievance, provided that for group grievances the members of the group are identified in the grievance.
- 16.12 The Union and the Employer shall have the right to initiate and present a policy grievance. Policy grievances shall be initiated at the Second Level, and in the case of an Employer grievance shall be presented to the PSAC Regional Executive Vice-President. All other provisions of the grievance procedure herein shall apply to policy grievances.
- 16.13 Should the grievance not be resolved at Level 2 either party may by written notice to the other party within thirty (30) days of receipt of the Level 2 response, refer the matter to arbitration.

Arbitration

- 16.14 The parties agree that any arbitration arising out of this Agreement shall be conducted before a single arbitrator to be mutually agreed upon by the parties.
- 16.15 If mutual agreement is not reached by the parties to choose a single arbitrator within thirty (30) calendar days from the date that either party receives notification of a wish to proceed to arbitration, then either party may ask the Minister of Labour (Canada) to appoint a single arbitrator. This appointment shall be accepted by both parties.
- 16.16 The arbitrator has all of the powers granted to arbitrators under the Canada Labour Code, Part I, in addition to any powers which are contained in this Agreement.
- 16.17 The arbitrator shall hear and determine the difference or allegation and shall issue a written decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 16.18 The award of the arbitrator shall be signed by the arbitrator and copies thereof shall be transmitted to the parties to the dispute within three (3) months of the hearing.
- 16.19 The arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.
- 16.20 The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 16.21 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the receipt of the decision or the date provided in the decision for compliance, whichever is later, file in the Federal Court of Canada, a copy of the decision exclusive of the reasons therefore. On filing, the decision shall be registered in the Court, and when registered, has the same force and effect, and all proceeding may be taken thereon, as if the decision were a judgment obtained in the Court.
- 16.22 In addition to the powers granted to arbitrators under the provisions of the Canada Labour Code, Part I, an arbitrator may determine that the employee has been dismissed for other than proper cause and may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to the wages lost by reason of the dismissal, or such lesser sum, if any, as in the opinion of the arbitrator is fair and reasonable; or
 - (b) make such other order as the arbitrator considers fair and reasonable having regard to the terms of this Agreement.

- 16.23 The time limits provided in this Article are mandatory and may only be extended by mutual agreement, in writing, between the Employer and the Union. All grievances not presented or advanced to the next level within the time limits set out in this procedure are considered abandoned and cannot later be presented or advanced.

ARTICLE 17 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 17.01 The Employer is committed to the principles of progressive discipline. Disciplinary action is intended to correct and deter further disciplinary infractions, not punish the employee.
- 17.02 No disciplinary measure in the form of a disciplinary letter, suspension or discharge or in any other form shall be imposed on any employee without just, reasonable and sufficient cause and without receiving beforehand or at the same time a written letter stating the grounds on which a disciplinary measure is imposed.
- 17.03 Subject to 17.04, an employee may elect to be accompanied by a Union representative where:
- (a) An employee is required to attend a meeting where written discipline is to be applied, or
 - (b) An employee is required to attend any meeting with two or more representatives of the Employer which may give rise to discipline.
- 17.04 The Employer shall notify the employee of their right to have a representative of the Union in attendance, and shall provide the following notice:
- (a) An employee who elects to be accompanied by a representative at a meeting under Article 17.03(a) or 17.03(b), shall be permitted up to twenty-four (24) hours from the time they are first notified of the meeting, within which to arrange the attendance of the representative; or
 - (b) If a meeting under Article 17.03(a) is not preceded by a meeting under Article 17.03(b), an employee who elects to be accompanied by a representative shall be permitted up to forty-eight (48) hours from the time they are first notified of the meeting where discipline is to be applied, within which to arrange the attendance of the representative.
- 17.05 Disciplinary action shall not be unduly delayed.
- 17.06 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after twenty-four (24) months have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.
- 17.07 No documents which could be detrimental to an employee's advancement or standing with the Employer shall be added to an employee's file without the employee's knowledge.

ARTICLE 18 - SENIORITY

- 18.01 The seniority of an employee is defined as the number of hours for which the employee has received pay from the Employer since date of hire. Seniority is defined as length of service with the Employer.
- 18.02 An employee on Pregnancy and Parental leave, Compassionate Care Leave or in receipt of Workplace Safety Insurance benefits for a period of up to twelve (12) months, or on leave without pay for Union business pursuant to Article 15, shall continue to accrue seniority during the period of such leave.
- 18.03 The Employer shall continue to make its employer benefit and pension contributions for employees on approved leave, without pay, for a period of less than thirty (30) days.
- 18.04 An employee on approved leave, without pay, for a period in excess of thirty (30) calendar days, shall cease to accumulate service related benefits, but shall retain all such benefits accumulated prior to the commencement of the leave.

Seniority Lists

- 18.05 The Employer shall maintain a seniority list showing the date upon which the employee most recently entered the service of the Employer and the number of hours for which each employee has received pay from the Employer. Where two (2) or more employees have accumulated the same seniority, preference shall be in accordance with the date of hire and then the date of application.
- 18.06 An up-to-date seniority list shall be sent to the Union President or designate by January 31st and July 31st annually.
- 18.07 On the request of an employee and on reasonable advance notice, the Employer shall provide the employee with their seniority and position on the list.

Loss of Seniority

- 18.08 An employee shall lose seniority and be deemed to be terminated if the employee:
- (a) is dismissed for just cause and is not reinstated;
 - (b) resigns and does not withdraw the resignation in writing within two (2) consecutive calendar days of its submission;
 - (c) fails to return to work following a lay-off within fourteen (14) calendar days after receiving notice by registered mail to do so, unless through sickness or other reason satisfactory to the Employer;
 - (d) is laid off for a period in excess of twelve (12) months;

- (e) fails to return to work when scheduled, upon completion of an authorized Leave of Absence, unless extended by mutual agreement between the Employer and the employee prior to the end of the leave;
- (f) is absent from work for a period of four (4) consecutive calendar days and without notifying the Employer, unless such notice was not possible.

ARTICLE 19 - PROBATION

- 19.01 All newly hired employees shall serve a probation period of nine hundred and seventy-five (975) hours worked, to commence on the first day worked.
- 19.02 The Employer may terminate the employment of an employee on probation at any time during, or at the conclusion of, the probation period, or any agreed extension thereof, with or without cause, and with or without notice, subject to Article 19.03. Any grievance of, or on behalf of, a probationary employee relating to termination of employment, shall not proceed past the second level specified in Article 16 of this Agreement, unless the termination is arbitrary, discriminatory, or in bad faith.
- 19.03 Should the Employer terminate an employee without cause after three (3) months of employment, the Employer shall provide the employee with two (2) weeks' notice of termination, or pay in lieu thereof.
- 19.04 The Employer shall provide a performance appraisal of each probationary employee at least once during the probationary period.
- 19.05 Employees shall only have one (1) probationary period during any period of continuous employment.
- 19.06 On successful completion of probation, the employee shall be so informed in writing.
- 19.07 Probationary employees are not entitled to accumulate seniority until they have successfully completed their probationary period. Thereafter, seniority will be calculated retroactive to the date of last hire, taking into account any on-call casual hours.

ARTICLE 20 - VACANCIES, PROMOTIONS AND STAFF CHANGES

- 20.01 Where the Employer wishes to fill a new or existing regular full-time or part-time bargaining unit position, or fill a temporary full-time or part-time bargaining unit position, the Employer shall post a notice on the bulletin board for a period of seven (7) consecutive calendar days so as to give staff an opportunity to apply for the position. This article does not prevent the Employer from simultaneously advertising the job externally.
- 20.02 The notice shall specify the job title, the nature of the position, the qualifications for the positions, the hours of work (i.e. full-time or part-time), the rate of pay and the deadline date for applications to be received.

- 20.03 When a vacancy occurs, employees in the same position shall be offered the schedule of the vacant position. Where two (2) or more employees want the same schedule, the hours will be offered in accordance with bargaining unit seniority. The remaining position will be the position which will go to competition.
- 20.04 The Employer shall give preference to existing full-time and part-time employees when filling vacancies.
- 20.05 Selection of the successful candidate shall be based on the required qualifications for the job. Qualifications include experience, education and ability to do the work required. Where there is more than one (1) qualified applicant, the successful candidate shall be the candidate with the best qualifications. Where two (2) or more applicants have equal qualifications, bargaining unit seniority will govern.
- 20.06 Within seven (7) calendar days of an appointment under this Article, the Employer will post the name of the successful candidate on the bulletin board.
- 20.07 A member of the bargaining unit who is appointed to a position under this Article shall serve a trial period of up to sixty (60) calendar days beginning on the first day of work in the new position. At any time up to the end of the trial period, the employee may be returned by the Employer, or may voluntarily return to the position the employee formerly occupied, without loss of benefits or seniority. Any other employee promoted or transferred as a result of the initial appointment shall also be returned to that employee's former position.
- 20.08 Subject to 28.02, a term employee is entitled to the rate of pay commensurate with the full or part-time position the employee is filling, and has all of the rights and benefits provided for in this Collective Agreement, except the right to the group benefit plans and provisions of Article 23, (Layoff and Recall; that is, the end of a temporary employee's specified period of employment does not constitute a lay off); and the right to grieve the ending of their contract of employment.
- 20.09 A regular full or regular part-time bargaining unit employee who accepts a term position shall receive pay and benefits in accordance with the position the employee is filling. At the end of the term, the employee shall be offered the opportunity to return to her original position, provided that the position has not been eliminated. If the position has been eliminated, the employee shall be placed on the recall list in accordance with the provisions of Article 23 (Layoff and Recalls).
- 20.10 An employee who accepts a position outside of the bargaining unit shall not continue to accrue seniority in the bargaining unit. However, in the event that the employee is returned to the bargaining unit, all seniority accrued prior to the date of assumption of the position outside the bargaining unit shall be reinstated.

ARTICLE 21 - STAFF DEVELOPMENT

- 21.01 The Employer agrees to encourage and support staff training and development, including on-the-job training, conferences, seminars and workshops.
- 21.02 Unless otherwise mutually agreed to between the Employer and the employee, there will be no loss of pay and benefits to an employee participating in an approved staff development program during regularly scheduled working hours.
- 21.03 Time spent by a full-time employee to attend required training or in service programs during non-working hours, shall be compensated at the applicable rate.
- 21.04 When an employee is required by the Employer to take a course, seminar or study session outside of the workplace, the employee shall retain full employment status including benefits, accrual of seniority and shall maintain regular pay for scheduled hours. The Employer shall reimburse the employee for reasonable expenses incurred. Such expenses shall be specified prior to the commencement of training and may include tuition, books, registration materials, transportation and accommodation, as required. On request of the employee, the Employer may provide an advance to cover such expenses, for which the employee may be asked to submit receipts.
- 21.05 On advance application by an employee, subject to operational requirements, an employee may be granted education leave, without pay or benefits, for varying periods of up to one year, which can be renewed or extended by mutual agreement, to attend a recognized institution for studies in some field of education which is an asset to enable the employee to fill the employee's present role more adequately, or to undertake studies in a field related to a service which the Employer provides or is planning to provide.
- 21.06 On advance application by an employee, subject to operational requirements, an employee who is enrolled in one (1) or more part-time course(s), may be granted leave without pay to attend classes, related to her job duties, during working hours or her schedule may be amended so as to provide the necessary time off.
- 21.07 When an employee is granted full-time educational leave, without pay, at the request of the employee, the Employer shall continue the employee's life insurance, dental and extended health care benefit plans, if allowed to do so by the terms of the Plan, pursuant to this Agreement, provided the employee pays the total cost of such benefits.
- 21.08 While on educational leave without pay, the employee shall maintain the seniority accumulated prior to the leave, but shall not accrue any seniority during the period of leave.
- 21.09 On return from educational leave, the employee shall be placed in the position that the employee held immediately prior to the leave period, or where that position is not available, in an equivalent position with an equivalent wage. If no equivalent position is available, the employee will be placed on the recall list, set out in Article 23.

ARTICLE 22 - RESIGNATION

- 22.01 An employee who resigns, shall give twenty-eight (28) calendar days prior notice in writing of resignation to the Employer, exclusive of any vacation leave with pay due. The Employer may waive the requirement of notice under this clause in extenuating circumstances.
- 22.02 An employee shall be permitted to revoke her resignation by notice to the Employer at any time within forty-eight (48) hours of her act of resignation.

ARTICLE 23 - LAYOFF AND RECALLS

- 23.01 In the event of layoff, employees and the Union shall be given notice of layoff or pay in lieu of notice of layoff in the amount required by the Northwest Territories Employment Standards Act. Whenever practically possible, additional notice will be provided to the employee, excluding pay in lieu of notice.
- 23.02 Both parties recognize that job security shall increase on proportion to length of service. Therefore, in the event of a layoff, an employee who has been given a layoff notice shall have the right to displace a less senior employee in the same or lesser pay classification provided that she has the qualifications and abilities to perform the work of the displaced employee. A displaced employee shall be deemed to be laid off.
- 23.03 Laid off employees shall be placed on a recall list for a maximum period of twelve (12) months, at which time the employee's name shall be deleted from the seniority list and the employee's employment shall be deemed terminated.
- 23.04 The recall procedure shall be as follows:
- (a) Employees on the recall list shall be recalled in the order of their seniority, provided they have the qualifications and ability to perform the available work.
 - (b) Employees who have been laid off shall have the right to refuse work that would constitute a demotion or temporary employment, without loss of seniority or place on the recall list.
 - (c) Employees who accept an offer of a position which would constitute a demotion, temporary or less than full-time employment, shall not lose their right to recall to positions equivalent to those from which they were laid off.
 - (d) Employees shall be given seven (7) calendar days' notice of recall in writing or email at their last known address on file.
- 23.05 New employees shall not be hired until employees on layoff have been given an opportunity of recall.
- 23.06 Grievances concerning layoffs and recalls shall be initiated at Step 1 of the Grievance Procedure.

ARTICLE 24 - HOURS OF WORK

- 24.01 The Union and Employer agree that a work schedule whereby some or all of the full-time employees' hours of work are averaged over a longer period, under an overtime averaging permit from the Employment Standards Office, is optimal to the operation of Sutherland House, and that the Employer shall implement overtime averaging. Nothing in this Article prevents the Employer from scheduling shifts that are not subject to averaging, provided that reasonable notice is given to affected employees.
- 24.02 The Employer agrees to prepare the overtime averaging permit application, in the form and frequency required by the Employment Standards Office, and the Union agrees to sign and return the overtime averaging permit application to the Employer, within 14 calendar days of receiving it from the Employer.
- 24.03 Subject to Article 24.01 and 24.02 above, and to ensure 24 hour coverage daily, full-time day shift employees shall generally start at 8 a.m. full-time afternoon shift employees shall generally start at 4 p.m. and full-time night shift employees shall generally start at 12 a.m. It is understood that the Employer may vary start times due to operational requirements.
- 24.04 Employees shall attend the workplace 15 minutes in advance of their shift, in order to participate in shift exchange procedures, which shall be paid time and shall form a part of their shift.
- 24.05 No employee will be required to work a split shift. Employees may do so by mutual agreement with their Supervisor.
- 24.06 The shift schedule shall be posted for a period of not less than twenty-eight (28) days.

Call In Procedure for Part-Time and Casual Employees

- 24.07 When the Employer assigns unscheduled shifts, they shall be assigned as follows, provided that the shift will not entitle the employee to overtime:
- (a) part-time employees who have notified the Employer of their desire to work additional hours, shall be given first priority to cover full-time and part-time shifts.
 - (b) In the event that no one is available after (a) then the Employer will call in casual employees who are qualified to do the work.
 - (c) For unscheduled shift requirements less than five (5) days in advance, if an employee does not answer their telephone on the initial call from the Employer, the employee will lose their entitlement to the shift, and will only be assigned the shift if it has not already been assigned.
 - (d) For unscheduled shift requirements five (5) or more days in advance, an employee who does not answer their telephone on the initial call from the Employer, shall be given one (1) hour to respond before they lose the entitlement to the shift.

- 24.08 Subject to the approval of the immediate supervisor, an employee may exchange shifts with another employee provided it does not result in additional cost to the Employer. Such approval shall not be unreasonably withheld.
- 24.09 The parties acknowledge the importance of providing full 24 hour service to the community. The parties agree, from time to time, the Employer may have the supervisor temporarily fill in one of the shifts to cover off shifts in order to avoid incurring additional costs to the shelter.

ARTICLE 25 - OVERTIME

- 25.01 In this Article:
- (a) “straight time rate” means the hourly rate of pay;
- (b) “time and one-half means one and one-half times (1 1/2X) the straight time rate.
- 25.02 When the Employer authorizes an employee to work over her regularly scheduled or average hours, the employee shall be compensated at a rate of time and one half.
- 25.03 Hours worked up to eight (8) in a day and forty (40) in a week shall be recorded as straight hours and all additional hours are excess hours, unless the employee is subject to an averaging permit. For employees subject to an averaging permit, weekly hours in excess of forty (40) hours, when averaged over the designated period, are excess hours.
- 25.04 All excess hours must be approved by the Employer in advance, unless there is an emergency. In the case of an emergency, overtime worked shall be brought to the attention of the Employer on the next working day.
- 25.05 Employees shall record starting and finishing times for overtime worked on a form determined by the Employer.
- 25.06 An employee may, for cause, refuse to work overtime, providing she places her refusal in writing. For full-time employees, outside employment shall not be cause to refuse overtime.

ARTICLE 26 - PAY

- 26.01 Employees are entitled to be paid for services rendered for the position to which they are appointed at the pay rates specified in Appendix A.
- 26.02 An employee shall be granted a pay increment every second year, on the employee’s anniversary date, until the employee reaches the maximum increment specified in Appendix A.
- 26.03 Employees shall be paid on a bi-weekly basis, with day days being every second Friday. The employee’s pay shall detail the employee’s leave accrual and usage.

Winter Holiday Bonus

- 26.04 Each employee shall be entitled to an annual Winter Holiday bonus, in an amount equivalent to two (2) percent of the employee's gross salary, less statutory deductions, between the period of April 1st and October 31st of that same year.

Call-Out Pay

- 26.05 In emergency situations, an employee may be called in to work. When an employee is called in to work she is entitled to a minimum of four (4) hours of pay at the straight time rate.
- 26.06 An employee who is required to work during off-duty hours by responding by phone, e-mail or other electronic means and is not required to return to the workplace, shall be entitled to a minimum of one (1) hour of pay at the straight time rate. The minimum one (1) hour payment applies only once during each sixty (60) minute period.

Standby Pay

- 26.07 When the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of one (1) hour's pay at the employee's base salary for each twenty-four (24) consecutive hours or portion thereof that she is on standby.
- 26.08 An employee designated for standby duty shall be available on the designated cell phone and shall be available to return for duty as quickly as possible if called. Employees on standby are prohibited from engaging in any activities that would impair their decision-making abilities or prevent them from getting to the work site in a timely manner.
- 26.09 No standby payment shall be granted if an employee is unable to report for duty when required.
- 26.10 When an employee on standby is required to report for work because of an emergency situation that requires in person intervention, or to cover a shift that cannot be covered by casual employees, the employee shall be paid, in addition to the standby pay, the appropriate rate for all hours worked, subject to a minimum payment of four (4) hours pay at the straight time rate each time she reports, except that this minimum shall only apply once during each continuous eight (8) hour period of standby.
- 26.11 An employee on standby who is required to work during off-duty hours by responding by phone, e-mail or other electronic means and is not required to return to the workplace, shall be entitled to a minimum of one (1) hour of pay at the straight time rate. The minimum one (1) hour payment applies only once during each sixty (60) minute period.
- 26.12 Employees who receive standby pay are not eligible to receive call-out pay.

Acting Pay

- 26.13 When an employee is required by the Employer, in writing, to perform duties of a higher classification level on an acting basis, the employee shall be paid acting pay calculated from the first day on which the employee commenced to act, at a rate of ten percent (10%) over her regular rate.

ARTICLE 27 - PAID HOLIDAYS

- 27.01 Full-time and Part-time employees shall be entitled to the following designated paid holidays. Part-time employees shall be entitled to prorated pay for the holiday, based on their hours of work for the two pay periods preceding the pay period in which the holiday falls:
- (a) New Year's Day
 - (b) Good Friday
 - (c) Easter Monday
 - (d) Victoria Day
 - (e) Aboriginal Day
 - (f) Canada Day
 - (g) Civic Holiday
 - (h) Labour Day
 - (i) Remembrance Day
 - (j) Thanksgiving Day
 - (k) Christmas Day
 - (l) Boxing Day
- 27.02 In order to qualify for a designated paid holiday, a Full-time or Part-time employee must have worked or have been on a leave with pay from the Employer and has worked their scheduled shift immediately prior to and immediately following the holiday, except where the employee has reasonable cause beyond their control for not working the scheduled shift.
- 27.03 Where a Designated Paid Holiday falls on a day that the employee does not normally work, the employee shall be granted an alternate day off with regular pay within thirty (30) days, before or after the designated holiday. The Employer shall endeavour to schedule the alternate day off combined with an employee's scheduled days off, or in accordance with an employee request, when practical.

- 27.04 When a day designated as a holiday for an employee is moved to another day under the provisions of Article 27.03:
- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest; and
 - (b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.
- 27.05 When the Employer requires an employee to work on a Designated Paid Holiday as part of her regularly scheduled hours of duty, or as overtime, the employee shall be paid in addition to the pay that the employee would have been granted had the employee not worked on the holiday:
- (a) 1.5 times the employee's regular rate for the time worked; or
 - (b) A substitute day off with pay.
- 27.06 Where the Employer agrees to provide the majority of employees with time off in support of a community function, those employees who are unable to take advantage of the time off because of operational requirements will be paid at the overtime rate for hours worked during that period.
- 27.07 An eligible employee off work on any other paid Leave of Absence shall not receive statutory holiday pay and other payment for the same day.

ARTICLE 28 - VACATION LEAVE

Vacation Entitlement - Full-time and Part-time Employees

- 28.01 For each month in which an employee receives at least seventy-five (75) hours pay, the employee shall earn vacation leave at the following rates:
- (a) one and one quarter (1 1/4) days each month until the month in which the anniversary of the third (3rd) year of continuous service is completed.
 - (b) one and two thirds (1 2/3) days each month commencing in the month after completion of three (3) years of continuous service and ending in the month that six (6) years of continuous service is completed.
 - (c) two and one twelfth (2 1/12) days each month commencing in the month after completion of six (6) years of continuous employment.
 - (d) Full-Time employees working averaged work weeks shall be entitled to vacation time on the basis of a 8 hour work day. Upon termination, vacation leave credits shall be paid out on the basis of 8 hour days
 - (e) Part-Time employees on vacation leave shall be entitled to pay on a prorated basis.

Vacation Entitlement – Casual and Term Employees

- 28.02 Casual and Term employees shall earn vacation pay at a rate of 4% of their annual wages, which shall be included as part of the employee's regular pay cheque, for the first five (5) years of employment. Upon completion of five (5) years of employment, or an accumulation of five (5) years of employment within a ten (10) year period such employees will earn vacation pay at a rate of 6.0%. Upon completion of ten (10) years of continuous employment, employees will earn vacation pay at a rate of 8.0%.

Vacation - General

- 28.03 Any unearned vacation leave that has been advanced to an employee and still owing upon termination of the employee's employment shall be deducted from any amounts owing to the employee, with any excess overpayment being an obligation of the employee to the Employer.
- 28.04 For the purposes of this Article, hours worked shall include hours worked and paid at the basic rate of pay.

Granting Vacation Leave

- 28.05 A request shall be made in writing to the Employer to utilize vacation credits. The request shall be subject to the approval of the Employer and shall not be unreasonably denied.
- 28.06 All requests for vacation leave shall be made in writing at least 30 days in advance of the requested commencement date of vacation leave. The Union and the Employer agree that the Employer may grant vacation requests upon shorter notice, but it is understood that it shall not be considered unreasonable for the employer to deny a request made with shorter notice.
- 28.07 Employees are required to use their vacation leave credits in the year in which they are earned.
- 28.08 Normally, employees will not be permitted to carry over Vacation leave credits for use in future years. However, under exceptional circumstances, where the employee has been unable to take vacation because of operational requirements, with the Employer's written approval, an employee may be permitted to carry forward up to one (1) year's annual vacation entitlement, for use in the next fiscal year. Vacation leave credits exceeding the amount permitted to be carried forward will be paid out to the employee at the end of the fiscal year.

ARTICLE 29 - SICK LEAVE

- 29.01 An employee shall earn sick leave credits at the rate of eleven point two five (11.25) hours for each month in which the employee receives pay for at least seventy-five (75) hours.
- 29.02 Subject to this Article, all absences on account of illness on a normal work day (exclusive of designated holidays) shall be charged against an employee's accumulated sick leave credits.
- 29.03 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, at the discretion of the Employer, she may be granted sick leave in advance of up to 40 hours which shall be charged against future credits earned. If the employee's employment terminates before she earns sick leave credits equivalent to those advanced, the Employer shall deduct these amounts from any amounts owing to the employee with any excess amounts being an obligation of the employee to the Employer.
- 29.04 Employees who will be absent from work due to illness or injury shall notify the Manager as soon as possible.
- 29.05 An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee was unable to carry out their duties due to illness:
- (a) for sick leave in excess of five (5) working days; and
 - (b) upon the Employer's request, if the Employer believes it has reason to do so.

Family Leave

- 29.06 Full-time and part time employees shall be entitled to use sixteen (16) hours of sick leave credits and sixteen (16) hours of leave without pay in a fiscal year for family leave.
- 29.07 For the purpose of this clause, family is defined as spouse (or common-law partner resident with the employee), children (including foster children or children of spouse or common-law partner), parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- 29.08 Subject to clause 29.06, the Employer shall grant sick leave with pay under the following circumstances:
- (a) take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
 - (b) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
 - (c) to provide for the immediate and temporary care of an elderly member of the employee's family;

- (d) for needs directly related to the birth or to the adoption of the employee's child.
- (e) When an employee is a victim of family violence.

Self-Care

- 29.09 Full-time and Part-time employees shall be entitled to use up to sixteen (16) hours of sick leave for self-care. Employees must obtain approval from the Employer before taking self-care leave. Such leave may not be unreasonably denied. Self-care leave may not be taken in conjunction with any other leave.

ARTICLE 30 - PREGNANCY, PARENTAL AND ADOPTION LEAVE

Pregnancy Leave

- 30.01 Every employee who has completed six (6) consecutive months of continuous employment with the Employer and who becomes pregnant shall be granted seventeen (17) consecutive weeks maternity leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the employee gives the Employer written notice at least four (4) weeks before the day on which the employee expects to commence her leave, unless the employee stops working because of complications caused by the pregnancy or because of a birth, still birth or miscarriage that happens earlier than the employee expected to give birth, in which case, the employee shall notify the Employer of the date of commencement of the leave.
- 30.02 The Employer may:
- (a) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than seventeen (17) weeks after the date of the termination of her pregnancy;
 - (b) grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of her pregnancy;
 - (c) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- 30.03 An employee who has not commenced Pregnancy Leave may elect to use earned vacation credits up to and beyond the date her pregnancy terminates.
- 30.04 An employee who has not commenced Pregnancy Leave may also use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions of the Sick Leave Article. For the purposes of this clause, illness or injury as defined in the Sick Leave Article shall include medical disability related to pregnancy. The employee may be asked to provide a medical certificate.

Parental and Adoption Leave

- 30.05 An employee, other than an employee eligible for Pregnancy Leave, who becomes a parent, is entitled to either Standard Parental Leave without pay for a period of up to thirty-seven (37) weeks, or Extended Parental Leave without pay for a period of up to sixty-three (63) weeks, provided that the employee gives at least four (4) weeks' notice in writing (unless there is a valid reason why such notice cannot be given) to the Employer of the date of commencement of the leave and duration of the leave, where:
- (a) An employee becomes a parent through the birth of a child or children, where the employee will have actual care or custody; or
 - (b) An employee becomes a parent through adoption of a child or children in the care of the employee for the purpose of adoption.
- The employee's election of either Standard or Extended Parental Leave is irrevocable.
- 30.06 An employee who takes Pregnancy Leave may also take either Standard Parental Leave, without pay, for a period of up to thirty-five (35) weeks or Extended Parental Leave without pay for a period of up to sixty-one (61) weeks, immediately following the expiry of her pregnancy leave. The employee's election of either Standard or Extended Parental Leave is irrevocable.
- 30.07 An eligible employee, who is absent from work in accordance with this Article may remain on the group benefits and contribute to the pension plan for the period of the leave, provided the employee pays both the employee and Employer portion of the premiums for the pension plan coverage and group benefits coverage. A payment schedule will be established by mutual agreement prior to the employee taking leave.
- 30.08 Leave granted under this Article shall be counted for the calculation of "continuous employment".
- 30.09 When an employee returns to work upon the expiry of Pregnancy or Parental Leave, the employee will resume work in the position held immediately before the leave began, or where that position is not available, in a comparable position with not less than the same rate of pay the employee earned prior to the leave(s). Where an employee becomes eligible for a pay increment or an increase in pay during the leave period, on return to work, the employee's rate will be adjusted accordingly.
- 30.10 When an employee returns to work upon the expiry of extended Parental Leave, she will resume work in the position held immediately before the leave began, or where that position is not available, in a comparable position with not less than the same wages and benefits, and with no loss of seniority or benefits accrued to the commencement of the extended parental leave. Seniority shall not accumulate and pay increments shall not be given during a period of parental leave in excess of that provided by the Employment Standards Act.

ARTICLE 31 - OTHER LEAVESGeneral Leave

- 31.01 Subject to operation requirements, employees may apply in writing for an unpaid leave of absence for personal reasons for a maximum of three (3) months. Such leave may be granted at the Employer's discretion, but shall not be unreasonably denied. No benefits shall be earned/accrued during such leave.

Bereavement Leave

- 31.02 All full-time and part-time employees shall receive a leave of absence of up to five consecutive working days from work, without loss of regular pay, in the event of the death of a member of the immediate family. For the purpose of this article, immediate family is defined as an employee's father, mother, step-parent, brother, sister, spouse, common-law spouse, child, step-child, foster child, father-in-law, mother-in-law, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law and any relative permanently residing in the employee's household or with whom the employee presently resides.
- 31.03 In addition, up to three (3) additional days of leave without pay shall be granted for the purpose of travel if the family member resides outside of Fort Smith or ceremonies take place outside Fort Smith.

Court Leave/Jury Witness Leave

- 31.04 Leave with pay shall be granted to an employee who is required to serve on a jury or by summons to attend as a witness in any court proceedings. The Employer shall pay the difference between an employee's regular pay and any remuneration received by the employee as a result of serving on a jury or as a witness.

Compassionate Care Leave

- 31.05 The Employer shall grant Compassionate Care Leave to employees who will be providing care or support to a family member who has a serious medical condition and is in significant risk of dying.
- 31.06 Compassionate Care Leave is unpaid leave for a period of twenty eight (28) weeks in a fifty-two (52) week period.
- 31.07 Compassionate Care Leave can last up to twenty-eight (28) weeks and can be taken in one or more periods of a minimum of one week in duration.
- 31.08 The employee may not remain on leave after the week in which the family member's death occurs, or in any event, after the twenty-six (26) week period referred to in the medical certificate.

- 31.09 The aggregate Compassionate Care Leave that may be taken in respect of the care and support of the same family member must not exceed twenty-eight (28) weeks in a fifty-two week period.
- 31.10 The Employer shall accept no liability should the employee be unable to receive the Employment Insurance benefits while on Compassionate Care Leave.
- 31.11 For the purposes of this Article, a “family member” includes employee’s spouse (includes common law or same sex spouse); a parent or foster parent of the employee; a child, step-child or foster child of the employee or employee’s spouse or other members of the family as identified through Employment Standards provisions.
- 31.12 An employee who intends to take Compassionate Care Leave shall:
- (a) Provide written notice to the employer. An employee who must begin the leave before providing written notice, is required to provide the written notice as soon as possible after commencing the leave.
 - (b) Provide a certificate from a qualified health practitioner confirming that a family member has serious medical condition and is in significant risk of dying within a period of 26 weeks.
- 31.13 The Employer shall:
- (a) Continue to pay the Employer's share of the premiums to certain benefits (i.e. RRSP plans, life and extended health insurance plans, accidental death plans and dental plans) that were provided to the employee before the leave;
 - (b) Include the period of the leave in calculating the length of the employee's employment for seniority and other purposes;
 - (c) Reinstatement the employee to the same position after the leave or to a comparable position if the employee's position no longer exists.
- 31.14 There is no limit on the number of Compassionate Care Leaves an employee may take and there is no specified period of time that an employee must work between successive leaves.
- 31.15 Employees are entitled to take more than one leave in respect of the same family member if a health practitioner issues another certificate.
- 31.16 An eligible employee, who is absent from work on Compassionate Care Leave may remain on the group benefits and contribute to the pension plan for the period of the leave, provided the employee pays both the employee and Employer portion of the premiums for the pension plan coverage and group benefits coverage. A payment schedule will be established by mutual agreement prior to the employee taking leave.

Family Violence Leave

- 31.17 Employees experiencing family violence shall be granted leave with pay up to five (5) days per fiscal year to attend appointments with professionals, legal proceedings, and engage in any other necessary activities to support their health, safety and security. Such leave shall generally be taken in full days, however, leave may be taken in a fraction of a day, with prior approval from the Employer.
- 31.18 Upon exhausting the 5 days of paid leave under Article 31.17, an employee shall be entitled to unpaid Family Violence Leave as set out under the *Employment Standards Act*.

Voting Leave

- 31.19 Leave with pay shall be granted in order to allow the employee to vote in municipal, territorial and federal elections. The Employer shall ensure that all employees have three (3) consecutive hours free to vote during the hours the polls are open. The Employer reserves the right to schedule this leave and will endeavor to minimize the time away from work.

ARTICLE 32 - JOINT CONSULTATION COMMITTEE

- 32.01 Recognizing the mutual benefits of joint consultation, the parties agree to establish a Joint Consultation Committee (JCC) consisting of up to two (2) Union representatives and up to two (2) Employer representatives. The JCC will meet once every six (6) months, or as required by the parties. The date of such scheduled meetings shall be determined by the Employer, upon no less than two (2) weeks' notice to the Union representatives.
- 32.02 JCC meetings will be used to discuss labour relations matters of concern to both parties, except grievances and negotiations, as well as health and safety matters. An agenda will be exchanged by the parties one (1) week in advance of the meetings. The JCC will not have the right to alter or amend any terms of the Collective Agreement. JCC meetings will be held during the Employer's normal hours of operation and employees attending will not lose regular pay while in attendance. The JCC meetings will be chaired on a rotating basis between the Union and the Employer. Minutes shall be kept of all JCC meetings by a mutually acceptable member of the Committee and shall be circulated to the JCC members prior to the next scheduled meeting.
- 32.03 The JCC shall develop and conduct an annual risk assessment of the workplace.

ARTICLE 33 - PARTICIPATION IN THE SHELTER MOVEMENT

- 33.01 The Employer shall post all new minutes from meetings of the YWCA, NWT Board of Directors in the staff office. Board meeting minutes from meetings after September of 2019 shall be made available for review on the staff computer.
- 33.02 The Employer shall provide training and opportunities to attend shelter-related meetings to Full-time and Part-time employees.
- 33.03 The Employer will consider requests by Full-time and Part-time employees to attend specific trainings and meetings.

ARTICLE 34 - TECHNOLOGICAL CHANGE

- 34.01 The parties agree to adhere to the provisions of the *Canada Labour Code* as it relates to technological change.

ARTICLE 35 - WORKERS COMPENSATION

- 35.01 An employee who applies for Workers' Safety and Compensation Commission ("WSCC") benefits and is awaiting a response to the claim, may, subject to providing appropriate medical information, draw upon their accumulated Sick Leave Bank to the extent of their Sick Leave entitlement, on the condition that they agree to have the WSCC reimburse the Employer if their claim is approved. Such payments shall not be made if the employee refuses modified duties as approved by the WSCC. Money received from the WSCC by the Employer will be re-credited to the employee's sick leave bank.

ARTICLE 36 - PENSION PLAN AND BENEFITS

- 36.01 The Employer shall continue to maintain and administer its existing pension plan for eligible Bargaining Unit employees, for the period of this Agreement.
- 36.02 The Employer will maintain current levels of employee benefit coverage through a policy or policies of insurance to cover eligible employees for the period of this Agreement.
- 36.03 Employee benefit coverage shall be provided only to eligible employees. Eligibility for coverage and benefits shall be subject to all terms and conditions of the applicable insurance policy.

ARTICLE 37 - JOB DESCRIPTION

- 37.01 The Employer will establish job descriptions for bargaining unit positions and provide a copy of each current bargaining unit job description to the Union. Employees may obtain a copy of their current job description or view the job description of posted positions in the Manager's office.

ARTICLE 38 - JOB CLASSIFICATIONS

- 38.01 During the term of this Agreement, if a new or revised classification is implemented by the Employer, the Employer shall negotiate with the Union the rate of pay for the new or revised classification. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised classification to the Union, the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of implementation of the new or revised classification.

ARTICLE 39 - COPY OF CONTRACT

- 39.01 Within fifteen days of hiring a new employee and subject to operational requirements and upon receipt of reasonable advance notice, the Employer shall provide a representative of the Union fifteen (15) minutes, with no loss of pay or benefits, to acquaint the new member with the benefits and responsibilities of Union membership and of signing dues deduction authorization cards, etc.
- 39.02 The Union shall be responsible for printing and distributing copies of the collective agreement and will provide the Employer with sufficient copies for their use.

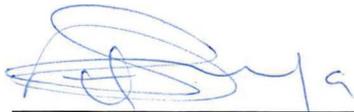
ARTICLE 40 - DURATION AND RENEWAL

- 40.01 The term of this agreement shall be from June 1, 2019 to May 31, 2023. All provisions of this agreement take effect on the date of ratification unless otherwise specified.
- 40.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 16, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective, or until requirements of Section 89(1) of the *Canada Labour Code* have been met.
- 40.03 Within four (4) months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Agreement.

Signed this 18 day of January 2021.

**On behalf of the
Young Women's Christian
Association of Yellowknife, N.W.T.**

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



Lyda Fuller
Executive Director



Louise Beaulieu
Bargaining Team Member



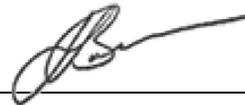
April Davies
Shelter Manager



Kim Macdonald
Bargaining Team Member



Michelle Thériault
Negotiator



Jack Bourassa
Regional Executive Vice-President
North



Todd Parsons
President, Union of Northern Workers



Verda Cook
Negotiator, PSAC

APPENDIX A - HOURLY RATES OF PAY**Effective June 1, 2019****2.5%**

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Full-time crisis support worker	\$27.69	\$28.38	\$29.09	\$29.82	\$30.56	\$31.33	\$32.11	\$32.91
Part-time crisis support worker	\$25.76	\$26.40	\$27.06	\$27.74	\$28.43	\$29.14	\$29.87	\$30.62
Casual worker	\$20.86	\$21.39	\$21.92	\$22.47	\$23.03	\$23.60	\$24.20	\$24.80
Students	\$15.60	\$16.00	\$16.40	\$16.80	\$17.20	\$17.63	\$18.04	\$18.45

Effective June 1, 2020**2.0%**

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Full-time crisis support worker	\$28.24	\$28.95	\$29.67	\$30.42	\$31.17	\$31.96	\$32.75	\$33.57
Part-time crisis support worker	\$26.28	\$26.93	\$27.60	\$28.29	\$29.00	\$29.72	\$30.47	\$31.23
Casual worker	\$21.28	\$21.82	\$22.36	\$22.92	\$23.49	\$24.07	\$24.68	\$25.30
Students	\$15.91	\$16.32	\$16.73	\$17.14	\$17.54	\$17.98	\$18.40	\$18.82

Effective June 1, 2021**2.0%**

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Full-time crisis support worker	\$28.80	\$29.53	\$30.26	\$31.03	\$31.79	\$32.60	\$33.40	\$34.24
Part-time crisis support worker	\$26.81	\$27.47	\$28.15	\$28.86	\$29.58	\$30.31	\$31.08	\$31.85
Casual worker	\$21.71	\$22.26	\$22.81	\$23.38	\$23.96	\$24.55	\$25.17	\$25.81
Students	\$16.23	\$16.65	\$17.06	\$17.48	\$17.92	\$18.34	\$18.77	\$19.20

Effective June 1, 2022**2.0%**

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Full-time crisis support worker	\$29.38	\$30.12	\$30.87	\$31.65	\$32.43	\$33.25	\$34.07	\$34.92
Part-time crisis support worker	\$27.35	\$28.02	\$28.71	\$29.44	\$30.17	\$30.92	\$31.70	\$32.49
Casual worker	\$22.14	\$22.71	\$23.27	\$23.85	\$24.44	\$25.04	\$25.67	\$26.33
Students	\$16.55	\$16.98	\$17.40	\$17.83	\$18.27	\$18.71	\$19.14	\$19.58

LETTER OF UNDERSTANDING

Between

THE YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF YELLOWKNIFE, N.W.T

and

PUBLIC SERVICE ALLIANCE OF CANADA

Relationship Development

The parties agree that both the Bargaining Unit and the Employer would benefit from developing their relationship with each other and from accessing the services of the Federal Mediation and Conciliation Service ("FMCS") in this regard. Therefore, the parties agree that, within thirty (30) days of ratification of the Collective Agreement expiring May 31, 2023, the parties will jointly begin efforts to schedule relationship development workshop(s) with the FMCS and remain joint partners in this process.

The parties also recognize the benefits of the Joint Consultation Committee under Article 32 of the Collective Agreement. The parties will schedule a meeting of the JCC within 60 days of the ratification of the Collective Agreement expiring May 31, 2023.