

COLLECTIVE AGREEMENT

between

PUBLIC SERVICE ALLIANCE OF CANADA

as represented by its component Union of Northern Workers

and

**The Governing Council of The Salvation Army in Canada
on behalf of The Salvation Army in Yellowknife**

Effective: April 1, 2023
Expires: March 31, 2028

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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 Alliance and the employees and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining.

Article 2
INTERPRETATIONS AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) "Employees", as used in this Agreement, shall mean those persons described as being in the bargaining unit set forth in Article 5.01; and
- (i) A regular employee is:
- 1) a "Regular Full Time Employee" who is regularly scheduled to work full time hours (25 or more hours per week);
 - 2) a "Regular Part Time Employee" who is regularly scheduled to work less than full time hours (less than 25 hours per week);
- (ii) A "term employee" is:
- 1) a term employee who has been contracted to work regularly scheduled full or part-time hours for a temporary period of time, normally, not expected to exceed twelve (12) months, for the specific purpose of:
 - a) filling the vacancy of a regular employee who is on leave or who is temporarily fulfilling other duties; or
 - b) filling a non-recurring position established for a specific period of time;
- (iii) A "casual" employee works on an as needed irregular basis by call of the Employer. A casual employee may elect to work or not.
- (b) "Employer" shall mean The Governing Council of The Salvation Army in Canada on behalf of The Salvation Army in Yellowknife.
- (c) "Alliance" or "Union" means the Public Service Alliance of Canada.
- (d) "Probation" means a period of 690 hours worked, from the time the employee first works for the Employer.

Article 3
APPLICATION

3.01 The provisions of this Collective Agreement shall apply to the employees, the Union, and the Employer.

Casual employees shall only be entitled to receive Vacation Pay.

Article 4
MANAGEMENT RIGHTS

4.01 Except to the extent provided herein, this Agreement in no way restricts the authority of the Employer.

4.02 The rights set forth in this Article and those otherwise retained by management shall be exercised in conformity with the provisions of this Agreement reasonably, fairly, in good faith and without discrimination.

Article 5
RECOGNITION

5.01 The Employer recognizes the Public Service Alliance of Canada as the sole bargaining agent of all employees of The Governing Council of The Salvation Army in Canada on behalf of The Salvation Army in Yellowknife as named in the certificate issued by the Canada Industrial Relations Board, issued November 30, 2010.

5.02 In the event that the Employer wishes to create a new position, it undertakes to inform the Union of its wish to create this new position together with the Employer's view as to whether such new position should be within or outside the scope of the bargaining unit. If the Employer's view is that said new position should be outside the scope of the bargaining unit and the Union does not agree, then the Employer may refer the matter to the Canada Industrial Relations Board for a determination on the matter or elect to include the position in the bargaining unit.

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.

Article 7

UNION SECURITY

- 7.01 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 Employer and the Union agree that work normally performed by members of the bargaining unit will not be assigned to resources outside the bargaining unit.
- 7.03 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.
- 7.04 The Union shall inform the Employer in writing of the authorized biweekly deduction to be checked off for each employee.
- 7.05 For the purpose of applying Article 7.04, 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.
- 7.06 The amounts deducted in accordance with Article 7.04 shall be remitted to the Comptroller of the Alliance by cheque biweekly and shall be accompanied by particulars identifying each employee and the deductions made on their behalf.
- 7.07 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.
- 7.08 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
NO STRIKES / NO LOCKOUTS

8.01 The parties agree that there shall be no strikes or lockouts during the life of this Collective Agreement.

Article 9
TRAINING NEW STAFF

9.01 The Employer shall provide all new employees, with less than one year of experience in the field, a training program. The training program shall consist of an administrative and a practical component.

9.02 Prior to being required to work independently in the workplace, employees shall receive training on the policies and procedures of the workplace, on the technology and software used in the workplace and on how to conduct building and personal searches.

9.03 Unless otherwise stated, the Employer shall provide the employees with the opportunity to attend the following training :

- (a) Non-Violent Crisis Intervention (NVCI) and/or Verbal Judo
- (b) ASIST - Applied Suicide Intervention Skills Training (RCSW, Primary Caseworker and Caseworkers only) – subject to course availability

Attendance at the training sessions shall be mandatory for employees with less than one year of experience in the field.

The Employer will endeavour to provide this training within one (1) year of the employee commencing their employment with the Employer.

9.04 The Employer shall provide First Aid and Mental Health First Aid training to employees when the training is required by their position and/or the *Occupational Health and Safety Regulations*. Employees who are not required to be trained in First Aid or Mental Health First Aid may request to attend training courses subject to Article 20.

9.05 Articles 9.01 and 9.03 shall not prevent the Employer from arranging for other additional training modules for all employees.

9.06 Any re-familiarization or upgrading of any training shall be offered to the employee, as determined by the Employer or upon the expiration of any expired training certificate or designation. The employee shall also have the ability to approach the Employer about re-familiarization or upgrading of any training.

9.07 All in-house training, facilitated by Employer personnel, shall be applied in a consistent manner, as practically possible.

9.08 All employee compensation under this Article shall be in accordance with Article 20.

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 their designate and the President of the Local or his/her designate.
- 10.02 It is the duty of each employee to ensure that the Employer has on file a current copy of the employee's 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, with a reasonable amount of advanced notice, Local Union Representatives are entitled to the assistance of a representative of the Public Service Alliance of Canada or the Union of Northern Workers in the resolution of a complaint or grievance and to attend meetings with the Employer. During bargaining, the Local is entitled to three (3) representatives of the Union.
- 11.05 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 for the purpose of investigating a grievance or a complaint by an employee of the Union or to attend meetings with the Employer to deal with matters arising out of this Collective Agreement. The Employer shall not unreasonably delay or deny access to the work site, nor shall the Union interfere with or disrupt normal operations.
- 11.06 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, they shall obtain the permission of their immediate supervisor before leaving the work area. Similarly, if entering another work area, they 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.

Employees will be allowed to hold meetings on the Employer's premises, provided permission for such meetings is obtained in advance in writing from the Executive Director or their designate.

Grievance Leave

- 11.07 An aggrieved employee and their 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.
- 11.08 The Employer shall make a reasonable effort to schedule grievance meetings with a grievor and their Union Representative during the working hours of the grievor and the representative. Where the employer cannot schedule meetings during working hours for the grievor and their representative a shift change shall be approved upon request, subject to operational requirements.

Article 12
INFORMATION

- 12.01 The Employer shall provide access to each employee, via the payroll software, to time and attendance record, leave accrual and usage, time in lieu, sick leave credits and other documents related to pay.
- 12.02 On request to their supervisor, and on reasonable advance notice, an employee who cannot otherwise access the payroll software shall be informed of their and attendance record, leave accrual and usage, time in lieu, sick leave credits and shall be provided with other documents related to pay.
- 12.03 There shall be only one (1) employee personnel file per employee to be held in the Human Resources Section. Upon request by an employee, with reasonable advance notice, to the Human Resources Section, the Employer shall allow the employee to view their personnel file in the presence of the Employer and during the Human Resources Section'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 all other hard copies of documents the employee has previously received.
- 12.04 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: their full name, signature and the date on which the comment is written.

12.05 The employee's signature on a record indicates that they have read and understood the contents of the record and shall not be interpreted as concurrence with the statements contained therein.

12.06

(i) The Employer shall provide the Union with an updated Employee list on a quarterly basis, in January, April, July and October of each year.

(ii) Provided that the employee has signed a consent form allowing the Employer to disclose the following information to the Union on a quarterly basis. Employee list will include the following for each employee:

- full name;
- employee number;
- department;
- address;
- Social Insurance Number;
- Position;
- Employee status (permanent/term/casual/on leave/terminated);
- Wage;
- Deductions;
- hire/end dates;
- Personal email;

(iii) The Employer shall provide the consent form as part of the hiring package for each Employee. For employees on strength at the time this Article comes into force, the Union representatives will be responsible for providing and gathering consent forms for the employees.

Article 13

USE OF THE EMPLOYER'S FACILITIES

13.01 Reasonable space on bulletin boards will be made available for the posting of official Alliance notices. The Alliance shall make every reasonable effort to avoid posting of notices which the Employer could reasonably consider adverse to the Employer's interests or any of the Employer's representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Alliance, including the names of Alliance representatives, and social and recreational events and minutes of consultation. Such approval shall not be unreasonably withheld.

13.02 The Employer authorizes employees to use an available meeting room on the Employer's premises for the purpose of conducting Union business. It is acknowledged that such activities

shall occur outside working hours or during the employees' breaks, unless otherwise permitted by this Agreement or management.

- 13.03 The Employer agrees to provide a secure filing cabinet to be used for Union business. The Employer accepts no liability from any damage arising from the employees' use of the secure filing cabinet.
- 13.04 The Employer authorizes the reasonable use of office furniture and equipment for the purpose of conducting Union business.

Article 14

NO DISCRIMINATION/HARASSMENT

- 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. There shall be no discrimination, restriction, interference, harassment or coercion exercised or practiced with respect to any employee by reasons of race, colour, ancestry, nationality, ethnic origin, creed, religion, age, disability, sex, sexual orientation, gender identity or expression, marital status, family status, family affiliation, political belief, political association, social condition, conviction that is subject to a pardon or record suspension, Union membership or activity, or for exercising their rights under the Collective Agreement.

The Employer considers discrimination and harassment to be serious misconduct that will not be tolerated. All employees have the right to freedom from discrimination and harassment in the workplace on the prohibited grounds as stated in the Northwest Territories *Human Rights Act*.

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.

Definition of Harassment, Sexual Harassment and Abuse of Authority

- 14.02 (a) 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 harassing an employee on the grounds of race, colour, ancestry, nationality, ethnic origin, place of origin, creed, religion, age, disability, sex, sexual orientation, gender identity or expression, marital status, family status, family affiliation, political belief, political association, social condition and a conviction that is subject to a pardon or record suspension or membership or activity in the Union.

- (b) Definition of Sexual Harassment

Sexual Harassment is defined as any conduct, comment, gesture, or contact of a sexual nature that is likely to cause offence or humiliation to any employee; or that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual

nature on employment or on any opportunity for training or promotion. There are three (3) types of sexual harassment. The first type is "a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome." Examples of this type of behaviour are unwelcome sexual remarks or physical contact.

The second type of behaviour is a sexual advance or solicitation made by a person who is in a position to grant or deny a benefit to another. An example is unwelcome advances from a supervisor to an employee.

The third type of behaviour occurs when a person who is in a position to grant or deny a benefit threatens or institutes a reprisal against the person who rejects their sexual advance. An example is the firing or demotion of an employee because the employee has refused a proposition. All individuals can be victims of sexual harassment.

Sexual harassment may include, but is not limited to:

- verbal abuse/threats
- unwelcome jokes, remarks, innuendo
- display of pornographic material
- unwelcome invitations
- leering or other sexually suggestive gestures
- inappropriate or unwanted physical contact such as touching, pinching and/or patting
- physical assault

(c) Abuse of Authority

Abuse of authority occurs when an individual improperly uses the power and authority inherent in their position to endanger an employee's job, undermines the employee's ability to perform that job, threatens the economic livelihood of that employee or in any way interferes with or influences the career of the employee. It includes intimidation, threats, blackmail or coercion.

Responsibilities

14.03 (a) The Employee's Responsibilities

The employee who feels they are subject to harassment or abuse of authority is encouraged to make the harasser aware that this behaviour is unwelcome and that they expect it to cease. In the event that the employee does not feel comfortable approaching the alleged harasser, they can seek the assistance of the Executive Director or a representative from the Human Resources department. They should also:

- (i) Keep a written record of all incidents, dates, times, the nature of the behaviour and witnesses, if any.

- (ii) Document the conversation (date and time) and the reaction of the harasser.
- (iii) Speak to the Coordinator/Supervisor and then confirm the complaint in writing if the matter cannot be resolved informally. If the Coordinator/Supervisor is the harasser, speak directly to the Executive Director and confirm the complaint in writing if the matter cannot be resolved informally.

(b) The Employer's Responsibilities

The Employer has the responsibility to ensure that the acts of all employees are not discriminatory. The Employer also has a continuing responsibility to stop any harassment that occurs in the workplace whether there has been a complaint or not. To this end, the Executive Director will respond in a timely manner.

Informal Resolution Process

- 14.04 (a) The Coordinator/Supervisor or Executive Director may discuss the allegations with the Complainant, the alleged offender and the Union Steward with a view to reaching a solution. This process provides the parties with an opportunity to resolve relatively straightforward complaints in an expeditious manner. If a resolution acceptable to both the Complainant and the Respondent is agreed upon, the issue will proceed no further. The Employer's report of the resolution, signed by both parties, will be kept in a confidential envelope in the alleged offender's personnel file with a copy to each party.
- (b) During the informal resolution, either party may be accompanied by a Union Steward.
- (c) If no resolution is achieved, the Complainant or the Union may ask that the matter be formally investigated.
- (d) Where the parties mutually agree, the assistance of a mediator may be utilized during the informal resolution process. The Employer shall pay the expenses of the mediator retained by the Employer to assist the parties. Mediators are not compellable witnesses in any subsequent proceedings and may not be involved in any formal investigation of the same complaint.

Formal Investigation Process

14.05 Upon request by the Complainant or the Union, or where the Employer deems it necessary, complaints may be formally investigated. The process shall include the following:

The investigator shall:

- (a) Interview the Complainant and the alleged harasser as soon as possible.
- (b) Interview any witnesses and review the pertinent documentation.
- (c) Document the findings of the investigation.

The Employer shall appoint the investigator.

Complaints of harassment or abuse of authority must be filed no later than six (6) months following the incident(s) giving rise to the complaints. All parties involved in a complaint, including any witnesses, must maintain strict confidentiality throughout the process.

Remedial Action

- 14.06 If it is determined that harassment has occurred, disciplinary measures, as appropriate, will be taken. Such disciplinary measures may include, but are not limited to:
- (a) counselling (sensitivity training);
 - (b) oral reprimand;
 - (c) written reprimand;
 - (d) transfer – permanent or temporary;
 - (e) suspension without pay for a period of time;
 - (f) demotion;
 - (g) apology;
 - (h) termination.

No Reprisals/Protection from Retaliation

- 14.07 No employee shall suffer any reprisals for having filed a complaint in good faith or for having co-operated in a harassment investigation. Coordinators/Supervisors and the Executive Director are responsible for ensuring that employees are protected from retaliation for having filed a complaint or co-operated in an investigation.

Grievances

- 14.08 Grievances relating to this Article 14 shall be restricted to any remedial action provided by the Employer or allegation that the process set out herein has not been followed, in which case, such grievance shall be filed at Step 2 of the grievance procedure.
- 14.09 The parties agree to abide by the relevant provisions of the Northwest Territories *Human Rights Act* shall form part of this Collective Agreement.
- 14.10 The Employer shall make every reasonable effort to find alternate employment within its employ for an Employee who becomes unable to carry out their normal work functions as a result of a physical or mental disability arising as a result of their employment with the Employer.
- 14.11 In the event that the Employer becomes aware of an employee's need for an accommodation or where an employees requests an accommodation under a protected ground, the Employer

shall make every reasonable effort, to the point of undue hardship, to accommodate the employee. The Employer will follow the applicable human rights legislation. The Employer will make every reasonable effort to accommodate the employee in either their current position or an equivalent position at the employee's level and step.

Article 15

LEAVE FOR UNION BUSINESS

- 15.01 On reasonable advance notice, the Employer will grant leave of absence without pay to three (3) employees for the purpose of preparing for contract negotiations on behalf of the Union. The Employer will grant leave without pay for three (3) employees to attend contract negotiations on behalf of the Union for the duration of such negotiations.
- 15.02 Subject to operational requirements and on receipt of reasonable advance notice, in writing, the Employer will grant leave without pay to:
- (a) up to two (2) employees to undertake training related to the duties of a representative;
 - (b) up to two (2) employees selected as delegates 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.
- 15.03 During leaves of absence granted under Articles 15.01 and 15.02, the Employer shall maintain the regular salary of such employee(s), where the Employer has received prior notification of the union leave from the Union. The Union will reimburse the Employer for recovery of pay and direct employment costs upon presentation of an invoice to the Union stating amounts for each employee involved.
- 15.04 The Employer shall, upon written request, grant an employee a leave of absence without pay or loss of accumulated seniority to serve in an elected position with the Union for a period of up to three (3) years.

Article 16

GRIEVANCE AND ARBITRATION PROCEDURE

- 16.01 The purpose of the grievance procedure is to resolve disputes in a fair and expeditious manner, and it is agreed that a final and binding settlement of all grievances will be arrived at in accordance with the terms of this Grievance Procedure.
- 16.02 A grievance is defined as a written complaint of an employee, a group of employees, or the Union on behalf of an employee or a group of employees or the Union, or the Employer as a

result of differences arising out of the interpretation, application, administration or alleged violation of this Collective Agreement, or a case where an employee who has passed probation feels that the Employer has acted unjustly in respect of a disciplinary matter. The Employer agrees that, after a grievance has been filed by the Union, the Employer's Representatives shall not negotiate any settlement with respect to the grievance, whether directly or indirectly, with the grievor without the consent of the President of the Local Union or his/her designate.

16.03 "Day", for the purpose of this Article, means calendar days.

Informal Resolution Process

16.04 An employee is encouraged to first discuss the complaint with their immediate Supervisor in an attempt to resolve the problem unless the complaint is directly related to the Supervisor, in which case, the employee may discuss the problem with the next level in management. At the employee's request, an authorized Local Representative shall be present at the meeting.

16.05 Step 1

The written grievance shall be submitted to the employee's immediate supervisor within twenty-five (25) days from the day the employee or the Union became aware or ought to have reasonably become aware of the circumstances giving rise to the grievance. In order to clearly advise the Employer of the issue, the grievance should specify the nature of the complaint and the provisions of the Collective Agreement thought to have been violated and the remedy requested. Within fourteen (14) days of receipt of the grievance, the Supervisor shall convene a meeting with the grievor and the designated Local Representative to discuss the grievance and give written reply. The Employer shall provide its decision within five (5) working days following the date of the meeting.

Step 2

Failing a satisfactory resolution at Step 1, within fourteen (14) days of receipt of the decision at Step 1 or if there is no Step 1 decision, within nineteen (19) days of receipt of the grievance at Step 1, the Union may refer the grievance to the Executive Director. On receipt of the grievance at Step 2, the Executive Director or designate shall convene a meeting with the grievor and the grievor's Union Representative to discuss the grievance and, within fifteen (15) working days of the receipt of the grievance at Step 2, the Executive Director shall give their written reply.

Step 3

Failing a satisfactory resolution of the grievance at Step 2, within thirty (30) days of receiving the written decision at Step 2 or if there is no Step 2 decision, within thirty (30) days of the receipt of the grievance at Step 2, the matter may be referred to arbitration.

16.06 (a) In the case of a policy grievance involving a difference arising directly between the Union and the Employer concerning the interpretation, application, administration or alleged violation of the Collective Agreement or a grievance relating to a discharge or

suspension of an employee who has passed probation, or a grievance regarding Article 14, (No Discrimination/Harassment), the grievance shall bypass the normal procedure and proceed directly to Step 2 within twenty-five (25) days of the date the employee or the Union became aware or ought to reasonably have become aware of the circumstance(s) giving rise to the grievance.

(b) In the case of a grievance relating to a job competition, the grievance shall be submitted to the Manager responsible for making the decision in the competition in lieu of the immediate Supervisor cited in Step 1 of the grievance procedure. If the grievance is not settled to the satisfaction of the employee, the grievance may be referred directly to Step 2 of the grievance procedure.

- 16.07 The final level of the grievance process for grievances filed by or in relation to a probationary employee pertaining to discharge shall be Step 2, unless the discharge was arbitrary, discriminatory or in bad faith. The final level of all other grievances shall be arbitration.
- 16.08 Employer grievances shall be submitted to the President of the Union of Northern Workers within thirty (30) days of the Employer becoming aware of the circumstances giving rise to the grievance. The Union shall have twenty-five (25) days to reply to the grievance. Failing a satisfactory resolution, within thirty (30) days of receiving the Union's written response, or in the absence of a response, the matter may be referred to arbitration.
- 16.09 If the grieving party fails to process a grievance to the next step in the grievance procedure within the time limits specified, the grievance will be deemed to have been abandoned.
- 16.10 No grievance shall be defeated at any step of the procedure, including Arbitration, by reason of a technical error in the descriptive wording of the grievance. If the grievance fails to comply with the above requirements, the Employer Representative shall return the grievance to the employee or their representative, who shall be granted an additional five (5) working days to re-file the grievance in conformity with this Article.
- 16.11 The Arbitrator shall not have the power to change this Agreement, nor to alter, modify or amend any of its provisions or to substitute any new provisions or to give any award contrary to the expressed intent of this Agreement. The Arbitrator, however, shall have the power to vary the penalty in discipline or discharge cases which they deem to be just and equitable under the circumstances.
- 16.12 On referral of a grievance to Arbitration, the Union shall give written notice of the referral to the Employer.
- 16.13 The time limits fixed in this Article may be extended by the mutual consent of the parties.
- 16.14 Each party to this Agreement shall share equally the cost of the Arbitrator.
- 16.15 The decision of the Arbitrator shall be final and binding upon the parties.
- 16.16 The Employer shall supply all facilities for grievance meetings.

Article 17
DISCHARGE, SUSPENSION AND DISCIPLINE

Progressive Discipline

- 17.01 The value of progressive discipline with the aim of being corrective in application is recognized by both parties.
- 17.02 (a) No disciplinary measure in the form of a notice of discipline, 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 notice showing the grounds on which a disciplinary measure is imposed.
- (b) When discipline is imposed on an employee, the Employer will advise the Union in writing the name of the employee who has been disciplined along with the fact that discipline has been imposed and the type of discipline (i.e. suspension, termination). The written notice shall be provided within five (5) days after the disciplinary meeting is held.
- (c) In any arbitration relating to a disciplinary measure, the burden of proof shall rest with the Employer and such proof shall be confined to the grounds mentioned in the notice referred to in sub-clause (a) above.

Investigative Meetings

- 17.03 Other than in exceptional circumstances where there is significant threat to person or property, when an employee is required to attend an investigative meeting with the Employer or a representative of the Employer for the purpose of investigating conduct of that employee which could lead to disciplinary action, the employee shall be advised at least 24 hours in advance of the meeting of the purpose of the meeting, and informed of their right to have a representative of the union at the meeting.

Disciplinary Meetings

- 17.04 Except in exceptional circumstances, discipline shall be imposed at a disciplinary meeting. Where an employee is to be disciplined at a disciplinary meeting, the Employer shall provide forty-eight (48) hours' notice to the employee of a meeting, wherein discipline shall be issued. This notice from the Employer shall include the following:
- (a) the Employer shall notify the employee of their right to have a representative of the Union in attendance; and
- (b) the reasons for the discipline shall be provided to the employee in sufficient detail that the employee may defend himself/herself against them.

Disciplinary Record

- 17.05 The Employer agrees not to introduce as evidence in the case of disciplinary action any document from the file of an employee, that the employee has not been provided a copy of at the time its filing.
- 17.06 The record of any verbal or written reprimand/warning or suspension shall be removed from the employee's file and shall not be referred to or used against an employee provided that the employee has been discipline free for eighteen (18) months for full-time employees and twenty-four (24) months for part-time employees of service since the issuance of the last discipline.

Article 18

SENIORITY

- 18.01 Subject to Article 18.02(a), 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 and shall be on a bargaining unit-wide basis.
- 18.02 (a) An employee on pregnancy and parental leave, on compensable leave or in receipt of Workers' Safety and Compensation Commission benefits for a period of up to twenty-four (24) months, or on leave without pay for Union business pursuant to Article 15, shall continue to accrue seniority during the period of such leave.
- (b) An employee on approved leave, without pay, for a period of less than thirty (30) days, shall continue to accumulate all service related benefits, such as vacation leave, sick leave, etc., during the period of the leave.
- (c) 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

- 18.03 (a) The Employer shall maintain a seniority list showing the date upon which 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.
- (b) An up-to-date seniority list shall be sent to the Union President or designate by January 31st and every other three (3) months thereafter.
- (c) 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

- 18.04 An employee shall lose seniority and be deemed to be terminated if:
- (a) dismissed for just cause and is not reinstated;
 - (b) they resign and does not withdraw the resignation in writing within two (2) consecutive calendar days of its submission;
 - (c) they fail 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) laid off for a period in excess of twelve (12) months;
 - (e) they fail 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) absent from work for a period of three (3) consecutive calendar days and without notifying the Employer, unless such notice was not possible.
 - (g) in the case of a casual employee, if the employee has failed to accept a shift for a period in excess of twelve (12) months unless the casual employee has found themselves under reasonable or extenuating circumstances for not being able to accept such a shift ;

Article 19

VACANCIES, PROMOTIONS AND STAFF CHANGES

- 19.01 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 notify all employees via email and post a notice on the bulletin boards provided for in Article 13 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.
- 19.02 The notice shall specify the job title, the nature of the position, the qualifications for the position, the hours of work (i.e. full-time or part-time), the rate of pay and the deadline date for applications to be received.
- 19.03 When a vacancy occurs within a program or service, the employees with the same classification and status within that program or service, that is, whether full-time or part-time, 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.
- 19.04 The Employer agrees to fill vacant positions from within the bargaining unit unless:

- (a) no members of the bargaining unit apply; or
 - (b) none of the applicants is qualified and no reasonable efforts on the part of the Employer would likely result in the applicant becoming qualified in a reasonable time.
- 19.05 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.
- 19.06 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.
- 19.07 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 they formally 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 their former position.
- 19.08 Subject to Article 19.10, a term employee is entitled to the rate of pay commensurate with the full or part-time position they are 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 21, (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.
- 19.09 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 they are filling. At the end of the term, the employee shall be offered the opportunity to return to their 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 21 (Layoff and Recall).
- 19.10 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.

Probationary Periods

- 19.11 (a) New employees hired into regular positions shall serve a probationary period of 690 hours worked.
- (b) Employees shall only have one (1) probationary period during any period of continuous employment.
- (c) On successful completion of probation the employee shall be so informed in writing.

- (d) Probationary employees shall be entitled to all the benefits of the Collective Agreement, except as specifically noted herein. Probationary employees are not entitled to accumulate seniority until they have successfully completed their probationary period.
- (e) Thereafter, seniority will be calculated retroactive to the date of last hire, taking into account any on-call casual hours.

19.12 Annual salary increments as set out in Appendix A shall be effective 2080 hours for all employees.

Article 20

STAFF DEVELOPMENT

- 20.01 The Employer agrees to encourage and support staff training and development, including on-the-job training, conferences, seminars and workshops.
- 20.02 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.
- 20.03 Time spent to attend required training or in-service programs during non-working hours shall be compensated in accordance with Article 24 Overtime.
- 20.04 When an employee is required by the Employer to take a course, seminar or study session outside of the workplace, they shall retain full employment status including benefits, accrual of seniority and shall maintain their 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 will later submit receipts.

- 20.05 (a) On advance application by an employee, an employee may be granted education leave, without pay or benefits, for varying periods of up to one (1) 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 their present role more adequately, or to undertake studies in a field related to a service which the Employer provides or is planning to provide.
- (b) On advance application by an employee, 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 their job duties, during working hours or their schedule may be amended so as to provide the necessary time off.

- (c) 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.
- (d) 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.
- (e) On return from educational leave, the employee shall be placed in the position they held immediately prior to the leave period - or where that position no longer exists - in an equivalent position with an equivalent wage. Where no equivalent positions exists the provisions of Article 21 – LAYOFF AND RECALLS shall apply at the conclusion of the leave period.

Article 21

LAYOFF AND RECALLS

- 21.01 A layoff shall be defined as a termination of employment due to lack of work, lack of funding or the discontinuance of a function.
- 21.02 Prior to a layoff, the Employer agrees to consult with Local/Union and consider all the Local/Union suggestions and recommendations which are aimed at avoiding layoffs, provided that the consideration of these suggestions and recommendations does not result in undue delay in the process.
- 21.03 In the event of layoff, employees and the Union shall be given notice and/or pay in lieu of notice in accordance with the *Employment Standards Act*. Whenever practically possible, additional notice will be provided to the employee, excluding pay in lieu of notice.
- 21.04 Both parties recognize that job security shall increase in 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 they have the qualifications and abilities to perform the work of the displaced employee. A displaced employee shall be deemed to be laid off.
- 21.05 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 their employment shall be deemed terminated.

Recall Procedure

- 21.06 (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.

21.07 New employees shall not be hired until employees on layoff have been given an opportunity of recall.

21.08 A laid off employee shall be able to exercise their right of one (1) refusal on recall for an equivalent job to that held prior to layoff who is qualified, has the ability to perform the available work and to accept the recall. Exercising the right of one (1) refusal will not affect the employee's position on the recall list. After the second refusal, the employee shall be dropped from the seniority list and be deemed terminated.

21.09 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

Article 22 **ACTING PAY**

22.01 When an employee is required by the Employer to perform all or substantially all of the duties of a higher paid classification in an acting capacity, the employee shall be paid acting pay calculated from the date on which they commenced to act as if they had been appointed to that higher classification for that entire period. Such acting rate shall provide for additional compensation and shall be at least the entry rate (if any) for the higher rated position.

22.02 Employees who are required to provide formal training, practical training, orientation or shadowing, outside the scope of their regular duties, shall receive a premium of \$2.50 per all training hours.

Article 23 **HOURS OF WORK**

23.01 Nothing in this Agreement shall be construed as guaranteeing minimum or maximum hours of work. The scheduled hours of operation are subject to change by management.

23.02 The normal work day shall be eight (8) hours per day, including a one-half (1/2) hour unpaid meal break and inclusive of two (2) paid fifteen (15) minute rest periods.

23.03 The normal work week of a full-time employee shall be forty (40) hours per week, subject to the definition of a full-time employee as stated in Article 2.

23.04 Subject to Article 23.01 above, the regular daily working hours for full-time Front Line employees shall generally start between 7:00 and 10:00 a.m., (Mental Health Support System ILS Caseworker between 12:00 noon and 1:00 p.m.), between 3:00 and 4:00p.m., and between 11:00 p.m. and 12:00 a.m.

23.05 Subject to Article 23.01 above, hours of work for part-time employees shall be a minimum of four (4) hours. A part-time employee shall be entitled to a fifteen (15) minute rest period during each consecutive four (4) hour work period and will be entitled to an unpaid one-half hour meal break during each consecutive five (5) hour work period.

23.06 No employee will be required to work a split shift. Employees may do so by mutual agreement with their Supervisor.

23.07 (a) The shift schedule shall be for a period of not less than two (2) consecutive weeks, and shall align with the pay period. The schedule shall be posted or emailed seven (7) days in advance of its start date.

(b) Subject to extenuating circumstances, the Employer shall not cancel an employee's shift without seven (7) days' notice.

23.08 (a) The parties agree that the Articles 23.09(a) and (b) Call-In Procedure and Article 23.10 Shift Exchange provisions shall not result in additional cost to the Employer that would otherwise not have been paid nor in a change in status (e.g. part-time to full-time), provided that the employees to whom the work is assigned are qualified to perform the available work.

(b) Under normal circumstances the Employer agrees to schedule a minimum of :

- four (4) Front Line Workers on day shift Monday to Friday
- three (3) Front Line Workers all other remaining shifts

The Union shall be advised of any change made to this staffing arrangement.

23.09 (a) Call In Procedure employees scheduled less than 40 hours per week

Open shifts shall be assigned to qualified employees who have notified the Employer of their desire to work additional hours in the following manner :

(i) Full-time or 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 within the classification on the basis of bargaining unit seniority within their program; then

(ii) Full-time or part-time employees outside the classification on the basis of bargaining unit seniority within their program; then

- (iii) Full-time or part-time employees within the classification qualified to do the work on the basis of bargaining unit seniority;
- (iv) Full-time or part-time employees outside the classification qualified to do the work on the basis of bargaining unit seniority;
- (v) In the event that no full time or part time employees are available as outlined above then the Employer will call in casual employees who usually work in the program followed by casual employees in any other Program or service who are qualified to do the work.

(b) Call-In Procedure for employees in excess of 40 hours

In the event that the Employer has exhausted the procedures in (a) they shall follow the same procedure in offering hours in excess of 40 hours.

- 23.10 Subject to the approval of the immediate supervisor, an employee may exchange shifts with another employee. Such approval shall not be unreasonably withheld.
- 23.11 An employee who is unable to report to work as scheduled shall make every reasonable effort to notify their immediate Supervisor at least two (2) full hours prior to the commencement of a day shift, three (3) full hours prior to the commencement of an afternoon shift, and four (4) full hours prior to the commencement of an evening shift. An employee who expects to report late for their shift is expected to notify their immediate supervisor at least fifteen (15) minutes prior to the beginning of their shift, or as soon as possible. If the employee is unable to speak directly to the Supervisor on the initial call, they are to report the absence by contacting the on call supervisor.

Article 24

OVERTIME

- 24.01 Overtime at time and one-half (1.5) shall be paid for all hours worked over eight (8) hours in a day or forty (40) per week, subject to Article 24.05.
- 24.02 The employee is entitled to overtime compensation for each completed period of fifteen (15) minutes of authorized overtime as per Article 24.01 above.
- 24.03 All overtime must be approved in advance by the employee's immediate supervisor.
- 24.04 Overtime shall be compensated at a rate of time and one-half (1.5) or, at the request of the employee, an employee may be compensated for overtime with lieu time.
- 24.05 An employee who attends a staff meeting outside of their scheduled working hours shall be compensated for the time attended at the straight time rate of pay when the staff meeting is

held at a time which is immediately before or after the employee's scheduled hours of work. Such hours shall count towards the calculation of overtime as per Article 24.01. In such cases the Employer shall not alter an employee's shift or hours of work to avoid the payment of overtime.

Article 25 **PAID HOLIDAYS**

25.01 Regular Full-time employees shall be entitled to the following public and paid holidays:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) Victoria Day;
- (e) National Indigenous Peoples Day;
- (f) Canada Day;
- (g) the first Monday in August;
- (h) Labour Day;
- (i) National Day for Truth and Reconciliation (September 30)
- (j) Remembrance Day;
- (k) Thanksgiving Day;
- (l) Christmas Day;
- (m) Boxing Day.

25.02 In order to qualify for a paid holiday, a Regular Full-time or Regular 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.

25.03 When a day designated as a "Holiday" under Article 25.01 coincides with a full-time employee's scheduled day off, the employee shall receive a lieu day off with pay.

Working on a Holiday

- 25.04 When an employee is entitled to a holiday and is required to work on that day, the employee shall be granted a day of leave at the straight time rate of pay at a later date in lieu of the holiday, scheduled in advance at a mutually agreeable time, and shall be entitled to time and one-half (1.5) the regular rate for all hours worked on the holidays listed in Article 25.01 above.
- 25.05 An employee who does not qualify for a holiday shall be paid time and one-half (1.5) for all hours worked on the holiday.
- 25.06 When a paid holiday falls during an eligible employee's paid vacation, they shall receive another vacation day to compensate.
- 25.07 Where a Paid Holiday for an eligible employee falls within a period of leave with pay, the paid holiday shall not count as a day of leave.
- 25.08 Regular full-time employees who work less than forty (40) hours a week, and Regular Part-time employees shall be entitled to public holidays in accordance with the qualifying terms and provisions of the *Employment Standards Act*. Regular full-time employees who work less than forty (40) hours a week, and Regular Part-time employees who qualify for public holiday pay will be paid public holiday pay equal to the total amount of regular wages and vacation pay payable to the employee in the prior and present payroll periods in which the statutory holiday occurs, divided by nineteen (19).
- 25.09 Employees may request pay in lieu of the day of leave outlined in Articles 25.03 and 25.04.

Article 26 **VACATION**

- 26.01 (a) All regular full time employees who work forty (40) hours a week with less than one (1) year of active service since date of last hire, shall receive vacation credits equivalent to three (3) weeks at six percent (6%) of wages earned in the previous twelve (12) month period.
- (b) Regular full-time employees who have completed one (1) year , but less than five (5) years of active service shall accumulate vacation credits at the rate of one and one-quarter days (1.25) days per month worked, to a maximum of fifteen (15) days paid vacation per year at six percent (6%) of wages earned in the previous twelve (12) month period.
- (c) Regular full-time employees who have completed five (5) years, but less than twelve (12) years of active service, shall accumulate vacation credits at the rate of 1.67 days per month worked, to a maximum of twenty (20) days paid vacation per year at eight percent (8%) of wages earned in the previous twelve (12) month period.
- (d) Regular full-time employees who have completed twelve (12) years, but less than fifteen (15) years of active service shall accumulate vacation credits at the rate of 2.08

days per month worked, to a maximum of twenty-five (25) days paid vacation per year at ten percent (10%) wages earned in the previous twelve (12) month period.

- (e) Regular full-time employees who have completed fifteen (15) years and greater of active service shall accumulate vacation credits at the rate of 2.5 days per month worked, to a maximum of thirty (30) days paid vacation per year at twelve percent (12%) of wages earned in the previous twelve (12) month period.
- (f) Casual employees are entitled to Vacation Pay as per the *Employment Standards Act*. This percentage will be applied to each pay cheque.

26.02 An employee who has completed six (6) months of continuous employment is entitled to vacation leave with pay to the extent of their earned credits. Earned vacation leave credits must be taken by December 31st of the year following the year in which they were earned.

Vacation for Part-Time Employees

26.03 Regular full-time employees who work less than forty (40) hours a week, and Regular part-time employees shall earn vacation leave credits at the rates described in Article 26.01 prorated to the hours worked in the month. For the purpose of determining the appropriate service entitlement, two thousand eighty hours (2080) of continuous employment is equivalent to one (1) year of full-time service.

26.04 An employee who ceases to be employed by the Employer for any reason shall be paid for any vacations owed.

26.05 Regular full-time employees are to apply to schedule all or some of their vacation by March 31st. The Employer will examine their operational needs and will post approved vacation scheduled by May 1st. In the event of a conflict in vacation requests between two (2) or more bargaining unit employees, seniority shall be the deciding factor in selecting week long blocks of vacation.

26.06 Thereafter, vacation shall be granted to employees based on operational requirements on a first come, first served basis. Once the vacation schedule is posted on or about May 1st each year, employees who have their posted vacation schedule changed without their consent, shall be entitled to additional vacation time equivalent to one-fifth (.2) day for each day missed.

26.07 Vacation will only be granted in blocks of one (1) week or more under Article 26.05, above. When employees wish to apply for shorter periods of vacation, (Article 26.06), they are encouraged to request vacation days off with two (2) weeks advanced notice, when possible, so as to maximize the chances of management being able to grant the leave when they request it.

26.08 Notwithstanding the provisions of Articles 26.05, 26.06 and 26.07, and the employee's seniority, employees working in continuous operations may be required to schedule vacation leave for Christmas and New Years on an alternating basis, from year to year.

- 26.09 When the Employer cancels a period of approved vacation leave, the Employer shall reimburse the employee for all cancellation fees incurred by the employee.
- 26.10 Where, during any period of vacation leave with pay, an employee is recalled to duty, they shall be reimbursed for actual expenses, approved by the Employer that they incur:
- (a) in proceeding to their place of duty; and
 - (b) in returning to the place from which they are recalled if they immediately resume vacation upon completing the assignment for which they were recalled, after submitting such accounts as are normally required by the Employer.
- 26.11 The employee shall not be considered as being on vacation leave during any period in respect of which they are entitled under Articles 26.09 or 26.10 to be reimbursed for expenses incurred by him/her.
- 26.12 Any employee whose employment terminates for any reason, and who has taken more vacation leave than earned, shall have the amount of the overpayment deducted from their final pay, with any excess overpayment being an obligation of the employee to the Employer.

Article 27

SICK LEAVE

- 27.01 The Employer provides paid Sick days for employees to use and accumulate in accordance with Article 27.02. Should the employee run out of sick days and meets eligibility requirements, access to a Long-Term Disability Plan is provided through the Benefits carrier.
- 27.02 All Regular Full-time and Part-Time employees, who have completed probation, shall earn sick leave credits at the rate of 0.057693 hours for all hours paid. The maximum accrual in a sick leave bank is six hundred and eighty (680) hours.
- 27.03 An employee shall be granted sick leave with pay when they are unable to perform their duties because of illness or injury provided that:
- (a) they satisfy the Employer of this condition in such manner and at such time as may be determined by the Employer, and
 - (b) they have the necessary sick leave credits.
- 27.04 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury they are unable to perform their duties, shall, when delivered to the Employer, be considered as meeting the requirements of Article 27.03(a).

- 27.05 If an employee has insufficient credits to cover the granting of sick leave with pay under provisions of this Article, the employee shall be entitled to request sick leave without pay or any other leave with pay for which they are entitled.
- 27.06 When it has been established that the employee will be off work on Long Term Disability, the Employer may, at reasonable intervals, request that the employee notify the Employer of the expected date of return to work. The motivating factor is to plan how the workload is handled during the absence.
- 27.07 (a) Upon the exhaustion of their paid sick leave credits, an employee is entitled to leave without pay for the duration of their illness up to one (1) year.
- (b) For a further two (2) years the employee shall retain the right to apply on internal competitions for any vacant position as if they were still an employee.

Article 28 **TIME IN LIEU**

- 28.01 Subject to operational requirements and on request of the employee, the Employer shall grant time in lieu. Any request for time in lieu, made by the employee, shall be in accordance with the rules for Vacation Leave set out in Article 26.
- 28.02 No more than eighty (80) hours of lieu time may be banked at any time. As banked hours are depleted, they may continue to be earned up to the maximum of eighty (80) hours. A maximum of eighty (80) hours of lieu time can be carried forward into another fiscal year. If lieu time is not used within the year it is carried over it shall be paid out unless the employer accepts a usage plan provided by the employee. Lieu time in excess of eighty (80) hours at any time shall be paid out.

Article 29 **HEALTH AND SAFETY**

- 29.01 The Employer agrees to make reasonable provisions for the maintenance of proper standards of health and safety in the workplace. The Employer shall comply with applicable Health and Safety Legislation and Regulations.

Health and Safety Committee

- 29.02 The Employer and the Union shall establish and maintain a Health and Safety Committee and the Employer recognizes the right of the Union to participate in the formation and operation of this Committee. The Committee shall be made up of a minimum of two (2) members from the Employer and a minimum of two (2) members from the Union. The parties shall have equal representation on the Committee. Meetings shall be held at least once every three (3) months but may be called at any time by either party, as required.

- 29.03 All time spent by employee representatives on the Joint Health and Safety Committee to attend meetings and to carry out the functions of the Committee, shall be deemed to be time at work and shall be remunerated by the Employer at the employee's applicable rate of pay.

Right of Refusal

- 29.04 Other than where the perceived danger is inherent in the nature of the services provided by the Employer, no employee shall be disciplined, discharged or suffer loss of pay for refusal to work on a job, or in any place or to operate any equipment where it would be reasonable to believe that it would endanger the health and safety of the employee, a co-worker or client.
- 29.05 The Employer agrees to provide, at no expense to the employee, appropriate transportation to the nearest physician or hospital and, from there, to their home or place of work depending upon the decision of the attending physician, when such services are immediately required for an employee as a result of an injury or serious illness which occurs while at work.

Article 30
PREGNANCY, PARENTAL AND ADOPTION LEAVE

Pregnancy Leave

- 30.01 (a) An employee is entitled to Pregnancy Leave without pay for a period of seventeen (17) weeks beginning no earlier than seventeen (17) weeks before the expected date of delivery. The Employer shall not deny a pregnant employee the right to continue employment during the period of pregnancy, except as provided in this Collective Agreement.
- (b) The Employer may require the employee to submit a medical certificate setting out the expected date of delivery.
- (c) An employee shall inform the Employer in writing of her plans for taking Pregnancy Leave at least four (4) weeks in advance of the anticipated date of commencement of her Pregnancy Leave, unless the employee stops working because of complications caused by her 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 her leave.
- (d) An employee who has not commenced Pregnancy Leave may elect to use earned vacation credits up to and beyond the date her pregnancy terminates.
- (e) 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 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 Leave

30.02

- (a) An employee, other than an employee eligible for Pregnancy Leave, who becomes a parent through the birth of a child or children or adoption of a child or children in the care of the employee for the purpose of adoption, is entitled to Parental Leave without pay for a period of up to sixty-one weeks (61) , upon giving at least four (4) weeks' notice in writing (unless there is a valid reason why such notice cannot be given) to the Employer on the date of commencement of the leave and duration of the leave.. An employee intending to take Parental Leave must advise the Employer of the intended length of the Parental Leave.
- (b) Parental Leave for parents other than those eligible for Pregnancy Leave, must be taken during the period commencing on the day of the birth of the newborn child of the employee or the day on which the child arrives at the employee's home for the purposes of adoption, as the case may be, and ending one year after that day.
- (c) An employee who takes parental leave in addition to pregnancy leave must commence the parental leave immediately after the later of (a) the day the pregnancy leave expires; or (b) the day the child arrives at the employee's home.

Seniority and Benefits during Pregnancy and Parental Leave

30.03

- (a) During Pregnancy or Parental Leave, an employee's benefits will be continued, unless the Employer receives written notice to suspend such benefits. The employee and the Employer shall each pay their portion of such benefit premium payments. Should the employee wish to continue benefits, the costs of their portion shall be deducted directly from their account provided that the employee has signed a pre-authorization form for these deductions. The Employer shall withhold its RRSP contributions to be made for the employee for the period of the leave of absence, based on the Employer's average contribution calculated in the last sixteen (16) weeks prior to the leave. The RRSP contributions shall be made to the employee, retroactively, for the duration of leave, should the employee return to work, from the leave, for a period of not less than six (6) months of continuous service.
- (b) During a period of Pregnancy or Parental Leave the employee shall continue to accumulate seniority.
- (c) When an employee returns to work upon the expiry of Pregnancy or Parental Leave, they 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.

Prolonging Parental Leave

30.04

- (a) On written request of the employee at least four (4) weeks in advance of the termination of the leave, the Employer shall grant an extension of up to two (2) months' leave without pay. During a period of such leave, the employee is entitled to maintain the welfare benefit plans, provided that the employee pays the total cost of such benefits premium payments, subject to Agreement of the carrier.
- (b) When an employee returns to work upon the expiry of extended Parental Leave, they 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 during a period of parental leave in excess of that provided by the *Employment Standards Act*.

Article 31

LEAVES OF ABSENCE

Bereavement Leave

31.01 All full-time and part-time employees shall receive a leave of absence of up to five (5) days in a seven (7) day period from work without loss of regular pay in the event of the death of a member of the immediate family. Immediate family shall be defined as the employee's spouse, (including common law spouse and same sex partner), child, step-child, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law and son-in-law. In addition, up to two (2) additional days of leave without pay shall be granted for the purpose of travel.

Jury and Witness Duty

31.02 If an employee is required to serve as a juror in any Court of Law, or is required by subpoena to attend a Court of Law as a witness or is required to attend at a Court of Law as a witness in conjunction with their duties as an employee for the Employer, the employee shall not lose regular pay due to such attendance, provided that the employee:

- (a) Informs the Employer as soon as advised that they are required to attend and when such attendance is necessary.
- (b) Presents proof of service (if applicable) of such attendance.
- (c) Promptly repays the Employer the amount (other than expenses) paid to the employee for such service as juror or for attendance as a witness.

Personal and Family Leave

31.03

Full-time and part-time employees shall be entitled to twenty-four (24) hours of paid leave and twenty-four (24) hours of unpaid leave, for a total of forty-eight (48) hours of leave, to be taken in full days or fractions of a day, to attend to personal matters. Employees must provide reasonable notice of the leave to the Employer. If using the leave to attend appointments, such as dentist appointments, doctor's appointments, etc., it is expected that employees will make best efforts to book these appointments outside working hours whenever possible.

General Leave

31.04

- (a) Employees may apply in writing for an unpaid leave of absence for a period of up to one (1) year for personal reasons. 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.
- (b) An application for unpaid leave must include the employee's date of return. Upon mutual agreement of the Employer and the employee, the employee may terminate their leave prior to the stated return date.

31.05 The Employer shall, upon written request, grant an employee a leave of absence without pay or loss of accumulated seniority for the following reasons:

- (a) to serve one (1) term as an elected member of a municipal, provincial or federal legislature.
- (b) This leave of absence shall begin on the first day of the campaign period and shall end on the last day following the announcement of the results, or the day following the last day of the term of office, depending on whether the employee is elected to office.
- (c) The employee shall give the Employer notice that they intend to take this leave at least four (4) weeks prior to the commencement of the leave.

Compassionate Care Leave

- 31.06 (a) 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.
- (i) Compassionate Care Leave is unpaid leave for a period of twenty-seven (27) which may be taken in separate periods of no less than one week's duration.
 - (ii) To be eligible for compassionate care leave
 - A. The employee must submit to the Employer a request for compassionate leave advising the employer of the expected duration of the leave;

- B. The employee's family member must be suffering from a serious medical condition with a significant risk of death within 27 weeks of the request for leave; and
 - C. The employee must provide, if requested by the employer a medical certificate confirming the medical condition referred to in paragraph (B).
- (iii)
- (iii) An employee is entitled to take 27 weeks of compassionate leave within the period
 - A. beginning on the earlier of the day a medical certificate is issued or the day the employee took the leave;
 - ending on the Saturday in the earlier of the 52nd week after the leave began or the week the family member dies.
- (b) The employee may be eligible for employment insurance benefits. The Employer shall accept no liability should the employee be unable to receive the employment insurance benefits.
 - (c) A "family member" includes: employee's spouse (includes common law or same sex spouse); a parent, step-parent or foster parent of the employee; a child, step-child or foster child of the employee or employee's spouse. Now extended to include other members of the family, contact Employment Insurance for further details.
 - (d) The Employer shall :
 - (i) 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;
 - (ii) Include the period of the leave in calculating the length of the employee's employment for seniority and other purposes;
 - (iii) Reinstatement the employee to the same position after the leave or to a comparable position if the employee's position no longer exists.
 - (e) 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.
 - (f) Employees are entitled to take more than one leave in respect of the same family member if a health practitioner issues another certificate (whether the employee would be eligible for any further E.I. benefits would be a matter to be determined by the Federal Employment Insurance Commission).

The Care of the Family

31.07 Both parties recognize the importance of access to leave for the purpose of the care of family.

- (a) An employee shall be granted leave without pay for the care of family in accordance with the following conditions:
 - (i) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
 - (ii) leave granted under this Article shall be for a minimum period of two (2) weeks;
 - (iii) the total leave granted under this clause shall not exceed one-fifth (1/5) of the employee's total period of employment;
 - (iv) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

One Year Protection

31.08 An employee who is granted leave up to one (1) year under this collective agreement shall return to their position or a comparable position, if the employee's position no longer exists upon the termination of their leave.

Family Violence Leave

31.09

- (i) In this section, "family violence" means "family violence" as defined in subsection 1(2) of the Protection Against Family Violence Act.
- (ii) An employee who has completed one month of continuous employment for unpaid leave and three months of continuous employment for paid with the employer is entitled to family violence leave in accordance with this section if the employee or a child of the employee experiences family violence, and the leave is taken for any of the following purposes:
 - (a) to seek medical attention for the employee or the child of the employee in respect of a physical or psychological injury or disability caused by the family violence;
 - (b) to obtain services from a victim services organization for the employee or the child of the employee;
 - (c) to obtain psychological or other professional counselling for the employee or the child of the employee;
 - (d) to relocate temporarily or permanently;

- (e) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the family violence;
- (f) any other prescribed purposes;
- (iii) Subsection (ii) does not apply if the family violence is committed by the employee.
- (iv) An employee is entitled to take, in each calendar year,
 - (a) up to 10 days of family violence leave, the first five of which are paid and the balance of which are unpaid; and
 - (b) up to 15 weeks of unpaid family violence leave.
- (v) All other provisions found under the Employment Standards Act regarding to compensation, administration, notices and all other details pertaining to Family Violence Leave are to be respected and applied in regard to this Article.

Article 32

TECHNOLOGICAL CHANGE

- 32.01 The parties have agreed that in cases where as a result of technological change the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the following clauses will apply.
- 32.02 In this Article "Technological Change" means:
- (a) the introduction by the Employer of equipment or material of a different nature than that previously utilized; and
 - (b) a change in the Employer's operation directly related to the introduction of that equipment or material.
- 32.03 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.
- 32.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and twenty (120) days written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.
- 32.05 The written notice provided for in Article 32.04 will provide the following information:
- (a) the nature and degree of the technological change;

- (b) the date or dates on which the Employer proposes to effect the technological change;
- (c) the location or locations involved;
- (d) the approximate number and type of employees likely to be affected by the technological change;
- (e) the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.

32.06 As soon as reasonably practicable after notice is given under Article 32.04, the Employer shall consult meaningfully with the Alliance concerning the rationale for the change and the topics referred to in Article 32.05 on each group of employees, including training.

32.07 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours without loss of pay and at no cost to the employee.

Article 33

WORKERS' COMPENSATION

33.01 An employee who applies for Workers' Safety and Compensation Commission ("WSCC") benefits and is awaiting a response to their claim may, subject to their 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 recredited to the employee's sick leave bank.

Article 34

PAYROLL SYSTEM

34.01 Staff shall be paid on a regular basis as per the current practice in effect at ratification. Should there be any change in the payroll system, this matter will be discussed with the Union in advance.

Article 35

TRAVEL ALLOWANCE AND PREMIUMS

35.01 The Employer shall pay a travel allowance of forty-five cents (45¢) per kilometre to all employees who are requested to use their own vehicle to perform the work of the Employer.

In addition, the Employer shall pay all parking charges incurred by the employee when performing their duties as above, excluding charges arising out of parking violations.

Article 36

INSURED BENEFITS AND R.R.S.P.

36.01 The benefits provided under the Group Insurance between The Governing Council of The Salvation Army in Canada and the insurance companies contracted to at the time of ratification shall apply to all eligible regular employees.

The Employer shall review all hours worked except for overtime, by regular part-time employees every six months to determine eligibility in the program.

36.02 The parties agree that the carrier(s) may be changed provided that the benefits remain approximately the same. On renewal of, or change in the group insurance plans, the employees will be fully informed of any change to the benefit provided therein.

36.03 The benefits and plans of insurance referred to in this section are qualified in their entirety by reference to the underlying policies and contracts of insurance or statutes or regulations. The Employer has no liability other than to provide the portion of the benefit premiums contracted for.

36.04 The Employer agrees to share the cost of the Plan as outlined in the Employee Benefit Handbook and as amended and agreed by the Union from time to time for all eligible employees.

36.05 The Salvation Army Employer's Group RRSP will apply to all eligible employees as follows:

- All regular full time and part time employees who have completed their initial three (3) month eligibility period can apply for membership in the Group RRSP plan and receive Employer contributions.

- The following basic contribution percentages will apply:

On the completion of Employee Eligibility Period - 4.00% of regular paid earnings.

On the completion of 5 years of service - 5.00% of regular paid earnings.

On the completion of 10 years of service - 6.00% of regular paid earnings.

- If an employee chooses to make voluntary contributions, The Salvation Army will match the employee's contributions to a maximum amount as indicated below:

On the completion of Employee Eligibility Period - Matching of voluntary contributions to a maximum of two (2)% regular paid earnings.

On the completion of 10 years of service (commencing 11th year of employment) - Matching of voluntary contributions to a maximum of three percent (3)% regular paid earnings.

NOTE: Contributions to a spousal account will not be matched.

- It is not necessary for employees to make personal voluntary contributions in order to receive The Salvation Army basic contributions.

36.06 The Employer agrees to meaningful consultation with the Union prior to the implementation of changes that would result in increased premium costs to the employee.

Article 37

LABOUR MANAGEMENT COMMITTEE

37.01 Recognizing the mutual benefits of joint consultation, the parties agree to establish a Labour Management Committee (LMC) consisting of up to two (2) Union Representatives and up to two (2) Employer Representatives. The LMC will meet once every four (4) months, or as required by the parties. Such meetings will be used to discuss matters of concern to both parties, except grievances and negotiations, and an agenda will be exchanged by the parties one (1) week in advance of the meetings. The LMC will not have the right to alter or amend any terms of the Collective Agreement. LMC meetings will be held during the Employer's normal hours of operation and employees attending will not lose regular pay while in attendance. The LMC meetings will be chaired on a rotating basis between the Union and the Employer. Minutes shall be kept of all LMC meetings by a mutually acceptable member of the Committee and shall be circulated to the LMC members prior to the next scheduled meeting.

Article 38

JOB CLASSIFICATIONS

38.01 Should the Employer create a new bargaining unit position, or should there be a substantial change in the duties of a bargaining unit position, such that it becomes a new classification, the Employer will establish a rate of pay for such a position. The Union will be provided with the rationale for this position.

If the Union disagrees with the rate of pay established, they are to explain the rationale for their position, and if the parties still disagree, the matter may proceed to Step 2 of the Grievance Procedure. If the parties are not able to then agree on a rate of pay, it shall be resolved through Arbitration in accordance with the Arbitration Article contained in this Collective Agreement. The Arbitrator shall establish an appropriate rate of pay for the position taking other classifications in the bargaining unit into consideration.

Any increase or decrease shall be effective the date the new job was filled or the date the grievance was filed, whichever is later.

- 38.02 In the event that a position is reclassified to a level such that the employee's current rate of pay exceeds the rate of the newly classified position, their rate of pay shall remain unchanged until such time as the rate of the newly classified position exceeds their current rate of pay.
- 38.03 In the event that a position is reclassified to a higher level such that the rate of the newly classified position exceeds their current rate of pay, their rate of pay shall be adjusted to the rate of the newly classified position.

Article 39

JOB DESCRIPTION

- 39.01 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 Human Resources Department.

Article 40

COPY OF CONTRACT

- 40.01 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, etc. When the Employer holds an orientation meeting for new employees, the Union will be offered an opportunity to meet with the new employees for one-half (1/2) hour at those meetings.
- 40.02 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. The Employer and the Union shall share equally the costs of printing this Agreement. The Employer shall make a copy of this Agreement accessible on the Employer's group drive.

Article 41

CALL-BACK AND REPORTING PAY

- 41.01 When an employee is recalled to a place of work for a specific duty, after their regularly scheduled shift, they shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to four (4) hours pay at the straight time rate.

Staff meetings and all other regularly scheduled meetings by the Employer shall be excluded from this Article.

For greater clarity, a call back is not the acceptance of an additional shift.

ARTICLE 42
SHIFT PREMIUMS

42.01 As of ratification, employees will receive a shift premium of \$0.70 per hour worked during the following shifts:

- 3pm to 11pm
- 3:30pm to 11:30 pm
- 4:00 pm to 12:00 am
- 11 pm to 7 am
- 11:30 pm to 7:30 am
- 12:00 am to 8:00 am

42.02 As of ratification, employees will receive a weekend premium as follows:
Friday 11pm to Sunday midnight - \$0.70 per hour for all hours worked.

42.03 Employees shall not receive a combined night and weekend shift premium.

42.04 As of ratification of the collective agreement expiring on March 31, 2028, employees assigned to work a shift at the shelter shall receive a shift premium of \$0.75 per hour.

ARTICLE 43
VACATION TRAVEL ASSISTANCE

43.01 In accordance with the Vacation Travel Assistance Policy, all regular full-time and regular part-time employees shall be entitled to receive a Vacation Travel Assistance benefit. The benefit will be paid in one lump sum at a time requested by the employee or the employee's anniversary date, once per year.

Effective April 1, 2023	\$3,400.00
Effective April 1, 2024	\$3,450.00
Effective April 1, 2025	\$3,500.00
Effective April 1, 2026	\$3550.00
Effective April 1, 2027	\$3600.00

ARTICLE 44
SOCIAL JUSTICE FUND

44.01 The Employer shall deduct from pay and remit one cent (1¢) per hour worked to the PSAC Social Justice Fund and such deduction will be made for all hours worked by each employee in the bargaining unit. Remittances to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter

year, to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

ARTICLE 45 **NO CONTRACTING OUT**

- 45.01 There shall be no contracting out of any Bargaining Unit work that results in a layoff, the continuance of a layoff or a reduction in regular hours of work.
- 45.02 Subject to Article 45.01, the Employer shall only contract out work where:
- (a) the Employer does not possess the necessary facilities or equipment;
 - (b) the Employer does not have, cannot hire or cannot train the necessary workforce;
 - (c) the Employer cannot otherwise perform the work within the required time.
 - (d) the Employees have refused to carry out the work, except for reasons relating to health and safety.
- 45.03 The parties recognize that the Employer may use volunteers. However, it is agreed that volunteers and/or clients and/or workers doing court-ordered work will not perform work that is normally performed by members of the bargaining unit., if by doing so it results in the layoff of regular full-time or regular part-time employees in the bargaining unit.

ARTICLE 46 **DURATION AND RENEWAL**

- 46.01 The term of this Agreement shall be from April 1, 2023 to March 31, 2028.
- 46.02 This Agreement may be amended by mutual consent of the parties.
- 46.03 Notwithstanding Article 46.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 16, shall remain in effect during the negotiations for its renewal, and until either a new collective Agreement becomes effective, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met.
- 46.04 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49(1) of the *Canada Labour Code*.
- 46.05 Where notice to bargain collectively has been given under Article 46.01, the Employer shall not alter the rates of pay or any term or condition of employment or any right or

privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

46.06 The Employer shall inform the employees when pay raises are implemented by email.

Appendix A
CLASSIFICATION AND HOURLY RATES OF PAY

Appendix A
CLASSIFICATION AND HOURLY RATES OF PAY

Effective April 1, 2023

Support Staff	Step 1	Step 2	Step 3	Step 4
Caseworker I *	\$26.44	\$27.22	\$28.07	\$28.49
Caseworker II **	\$27.65	\$28.49	\$29.31	\$29.75
Caseworker III ***	\$28.84	\$29.73	\$30.58	\$31.04
Primary Caseworker	\$31.27	\$32.19	\$33.16	\$33.65
CS Receptionist	\$23.87	\$24.61	\$25.33	\$25.71
Support Worker	\$23.28	\$23.98	\$24.71	\$25.08
Community Support Worker	\$24.59	\$25.28	\$26.04	\$26.43
Janitor I	\$22.73	\$23.42	\$23.77	
Janitor/Driver II	\$23.98	\$24.71	\$25.08	
Thrift Store (Till) Clerk II	\$19.36	\$19.95	\$20.25	
Cook I	\$22.79	\$23.50	\$24.21	\$24.57
Cook (Ordering) II	\$24.68	\$25.39	\$26.15	\$26.54
Community and Family Services Driver	\$23.91	\$24.69	\$25.06	

Effective April 1, 2024

Support Staff	Step 1	Step 2	Step 3	Step 4
Caseworker I *	\$27.23	\$28.04	\$28.91	\$29.34
Caseworker II **	\$28.47	\$29.34	\$30.19	\$30.65
Caseworker III ***	\$29.71	\$30.62	\$31.50	\$31.97
Primary Caseworker	\$32.21	\$33.15	\$34.15	\$34.66
CS Receptionist	\$24.58	\$25.34	\$26.09	\$26.48
Support Worker	\$23.98	\$24.70	\$25.45	\$25.83
Community Support Worker	\$25.32	\$26.03	\$26.82	\$27.22
Janitor I	\$23.41	\$24.12	\$24.49	
Janitor/Driver II	\$24.70	\$25.45	\$25.83	
Thrift Store (Till) Clerk II	\$19.94	\$20.55	\$20.86	
Cook I	\$23.48	\$24.21	\$24.93	\$25.31
Cook (Ordering) II	\$25.42	\$26.15	\$26.94	\$27.34
Community and Family Services Driver	\$24.62	\$25.43	\$25.81	

Effective April 1, 2025

Support Staff	Step 1	Step 2	Step 3	Step 4
Caseworker I *	\$28.05	\$28.88	\$29.78	\$30.22
Caseworker II **	\$29.33	\$30.22	\$31.10	\$31.57
Caseworker III ***	\$30.60	\$31.54	\$32.44	\$32.93
Primary Caseworker	\$33.18	\$34.15	\$35.17	\$35.70
CS Receptionist	\$25.32	\$26.11	\$26.87	\$27.27
Support Worker	\$24.70	\$25.44	\$26.21	\$26.61
Community Support Worker	\$26.08	\$26.82	\$27.62	\$28.04
Janitor I	\$24.12	\$24.85	\$25.22	
Janitor/Driver II	\$25.44	\$26.21	\$26.61	
Thrift Store (Till) Clerk II	\$20.54	\$21.17	\$21.48	
Cook I	\$24.18	\$24.94	\$25.68	\$26.06
Cook (Ordering) II	\$26.18	\$26.94	\$27.74	\$28.16
Community and Family Services Driver	\$25.36	\$26.19	\$26.59	

Effective April 1, 2026

Support Staff	Step 1	Step 2	Step 3	Step 4
Caseworker I *	\$28.75	\$29.60	\$30.52	\$30.98
Caseworker II **	\$30.06	\$30.98	\$31.88	\$32.35
Caseworker III ***	\$31.36	\$39.42	\$33.25	\$33.75
Primary Caseworker	\$34.00	\$35.00	\$36.05	\$36.60
CS Receptionist	\$25.95	\$26.76	\$27.54	\$27.96
Support Worker	\$25.31	\$26.07	\$26.87	\$27.27
Community Support Worker	\$26.87	\$27.49	\$28.31	\$28.74
Janitor I	\$24.72	\$25.47	\$25.85	
Janitor/Driver II	\$26.20	\$26.87	\$27.27	
Thrift Store (Till) Clerk II	\$21.06	\$21.70	\$22.02	
Cook I	\$24.91	\$25.56	\$26.32	\$26.72
Cook (Ordering) II	\$26.84	\$27.61	\$28.44	\$28.86
Community and Family Services Driver	\$26.00	\$26.85	\$27.25	

Effective April 1, 2027

Support Staff	Step 1	Step 2	Step 3	Step 4
Caseworker I *	\$29.47	\$30.34	\$31.28	\$31.75
Caseworker II **	\$30.81	\$31.75	\$32.67	\$33.16
Caseworker III ***	\$32.15	\$40.41	\$34.09	\$34.60
Primary Caseworker	\$34.85	\$35.88	\$36.96	\$37.51
CS Receptionist	\$26.60	\$27.43	\$28.23	\$28.65
Support Worker	\$25.95	\$26.73	\$27.54	\$27.95
Community Support Worker	\$27.54	\$28.17	\$29.02	\$29.46
Janitor I	\$25.34	\$26.11	\$26.50	
Janitor/Driver II	\$26.86	\$27.54	\$27.95	
Thrift Store (Till) Clerk II	\$21.58	\$22.24	\$22.57	
Cook I	\$25.53	\$26.20	\$26.98	\$27.38
Cook (Ordering) II	\$27.51	\$28.30	\$29.15	\$29.59
Community and Family Services Driver	\$26.65	\$27.52	\$27.93	

PAY NOTES

(These pay notes apply to all pay grids)

Notes: Caseworker Qualifications

***Caseworker I** – No Diploma or Degree; Shows experience and abilities (case management, assessment, documentation, interview skills, facilitation, etc.)

****Caseworker II** – Diploma or Degree indirectly related to work; Shows experience and abilities (case management, assessment, documentation, interview skills, facilitation, etc.)

*****Caseworker III** – Diploma or Degree directly related to work (Alcohol & Drug Rehabilitation or Social Work degree); Shows experience and abilities (case management, assessment, documentation, interview skills, facilitation, etc.)

Signed this the 8th of December, 2023 in Yellowknife, Northwest Territories on by the parties:


For the Employer

For the Union


Major Tony Brushett
Executive Director



José-Anne Spirito
REVP – North



Cory Mitic
Labour Relations



Richard Dallman
Bargaining Team Member


Dan Pedersen
Business Manager


Bonnie Henderson
Bargaining Team Member


Marie-Pier Leduc
Negotiator, McLennan Ross LLP


Robson Muwani
Bargaining Team Member


Frances Baroutoglou
Negotiator

LETTER OF UNDERSTANDING #1
BETWEEN
THE GOVERNING COUNCIL OF THE SALVATION ARMY IN CANADA ON
BEHALF OF THE SALVATION ARMY IN YELLOWKNIFE
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
REGARDING
PRACTICAL TRAINING, ORIENTATION & SHADOWING OF STAFF

The Employer and the Union recognize that when new employees are brought into the workplace, practical training, orientation and shadowing of other bargaining unit employees in the same or a similar position is vital to the daily operations of various Departments and provide roots for a well-functioning workplace.

In this context, the Employer and the Union agree to refer the following actions to the Labour Relations Committee:

1. Defining what constitutes training provided by Supervisors and Managers in reference to Article 9.
2. If additional training, practical training, orientation or shadowing is required beyond what is defined at Point 1 above, such activities are to be defined and agreed to by the Labour Relations Committee and enshrined in policy.
3. Review job descriptions and additional duties of each position in the bargaining unit in regard to points 1 & 2 above.

The above work will be tackled by the Labour Relations Committee no more than 60 days after the date of signature.

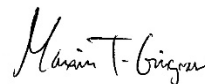
For the Employer:



Date:

July 30th, 2021

For the Union:



Date:

July 30th, 2021

LETTER OF UNDERSTANDING #2
BETWEEN
THE GOVERNING COUNCIL OF THE SALVATION ARMY IN CANADA ON
BEHALF OF THE SALVATION ARMY IN YELLOWKNIFE
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
REGARDING WORKPLACE VIOLENCE, CRITICAL INCIDENTS, AND RISK
ASSESSMENT

1. The Employer acknowledges the risk of workplace violence inherent at The Salvation Army in Yellowknife that may arise from the nature of the workplace, type of work or conditions of work. As a result, employees may experience Workplace Violence and/or traumatic events in the course of their employment. A traumatic event is defined as “an event generally recognized as being horrific or having elements of actual or threatened violence or substantial harm to the worker or others”.
2. The Employer and the Union will, by March 31, 2024, form a committee with representation from management and employees from all departments, if possible (the “Committee”). The Committee will review, and recommend changes, updates and amendments to the Employer’s Workplace Violence Policy (the “Policy”) to address potential violence and traumatic events in the workplace and to ensure it meets the requirements under the Safety Regulations. The Employer or Union may use additional internal/external resources to assist in the work of the committee.
3. In drafting recommendations, the Committee will:
 - a. Take into account the circumstances of the workplace and circumstances common to similar workplaces and review workplace incidents reports relating to the following events:
 - i. being subjected to physical violence;
 - ii. being subjected to threats of physical violence when there is reason to believe the threat is serious and harmful to self or others;
 - iii. loss of a patient or resident after rescue attempts;
 - iv. witnessing a fatality or horrific injury;
 - v. serious or life-threatening injury to oneself or to co-workers;
 - vi. death or suicide of a co-worker, either in the line-of-duty or other workplace incident;
 - vii. a near miss that threatens the health and safety of oneself or co-workers;
 - viii. death of client;
 - ix. violence inflicted on oneself or on a co-worker;
 - x. being the victim of an armed robbery or hostage-taking;
 - b. Review any Employer policies or practices related to workplace violence and critical incident response;

- c. Review workplace risk assessments;
 - d. Develop recommendations on measures and procedures to minimize identified risks that are likely to expose an employee to physical or psychological injury; and,
 - e. Develop recommendations on processes for restricting access and assessing clients who commit acts of violence.
4. Recommendations will be presented to the Joint Health and Safety Committee (“JHSC”) for review and consideration.
 5. JHSC will then submit the recommendations to the Employer for review, approval and implementation. The Employer will have the final say over the content of the Policy.
 6. The final Policy shall comply with the requirements set out in section 35 of the Northwest Territories’ *Occupational Health and Safety Regulations* and will include the measures and procedures referred to in paragraph 3(c), subject to amendments by the JHSC and the Employer.
 7. The Employer will provide a rationale for recommendations not adopted.
 8. The Committee may assist in conducting risk assessments in the workplace, with a view to specifically address workplace violence and traumatic events.
 9. The Employer shall review the Policy and risks assessments not less than once every three years or whenever there is a change of circumstances that could affect the health or safety of employees. The Committee shall be involved in the review process.
 10. The Policy and risk assessments will be made accessible to all employees.

