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COLLECTIVE AGREEMENT

between

THE PLAYCARE CENTRE SOCIETY

and

PUBLIC SERVICE ALLIANCE OF CANADA

CULE I & II

FEB 23 1994

0984701

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ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01 The parties to this agreement wish to establish, within the framework provided by law, an effective working relationship based upon the principles of mutual respect and co-operation.
- 1.02 The purposes of this agreement are to:
- 1) settle the conditions of employment between the parties;
 - 2) promote the job satisfaction and security of all employees in the bargaining unit;
 - 3) develop and maintain the best possible service to clients in keeping with the objectives set out in the constitution of Playcare Centre Society which objectives may be changed from time to time in consultation with the employees;
 - 4) to recognize that the basic structure of non-profit child care depends on the voluntary efforts of board members who have contributed to specific improvements in child care in the Yukon in the past, and wish to continue to do so;
 - 5) promote joint discussions and, where possible, joint decision-making in all matters relating to general working conditions;
 - 6) recognize the value of joint discussion in all matters relating to service delivery to clients;
 - 7) encourage and promote co-operation and mutual support between child care workers, the employer and parents, recognizing that all these groups have an essential interest in obtaining the best conditions for child care generally and that all levels of government have a social and economic responsibility to support quality child care;

- 8) to encourage and promote the development of accessible, affordable, quality child care as a universal right for all parents and children;
- 9) to recognize that the current system of providing child care is unfair to many parents who cannot afford it, and many parents are deterred from using child care services due to the cost;
- 10) to recognize that the current system of providing child care is also unfair to child care workers, who, through their traditionally low wages, have been subsidizing society's obligation to care for children, and that these workers deserve wages and benefits that reflect the true value of their work for the community; and
- 11) to maintain a high standard of care for children, and promote their cognitive, physical and emotional development.

1.03 It is now desirable that all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

ARTICLE 2

DEFINITIONS

bargaining unit	- all staff of the centre employed by the employer on or after the date of recognition (June 18, 1991) but not including the director or any other person excluded by a Letter of Understanding
bargaining unit work	- work regularly done by any member of the bargaining unit
Board of Directors	- the management of the centre as defined in its constitution and by-laws
centre	- the workplace

classification	- a group of one or more positions as described in Article 16
client	- a child enrolled at the centre or otherwise receiving services from the centre, and the child's primary caregivers
consultation with employees	- unless otherwise specified, discussions at a Labour Management Relations Committee under Article 45
contract work	- work other than bargaining unit work, which would normally be funded from sources outside the employer's usual funding source
continuous service	- without a break in the employment relationship through termination from a position under Article 55 without taking up another position with the employer immediately
day	- a calendar day, unless otherwise specified
date of ratification	- January 25, 1994
date of signing	- February 10, 1994
Director	- the staff person at the centre responsible for carrying out the employer's obligations under this agreement
employee	- a member of the bargaining unit
employer	- the non-profit society incorporated under the name of "The Playcare Centre Society"
example	- an illustration or an option, not binding on the parties
hours worked	- any hours for which the employee receives wages

partner	- a person of the same or opposite sex with whom the employee lives as a couple
position	- employment in a specific job classification as per Article 16
regular hours	- the employee's normal work day
union	- the Public Service Alliance of Canada and/or the Yukon Employee's Union

ARTICLE 3

APPLICATION

- 3.01 The provisions of this agreement apply to the union, the employees, and the employer.

ARTICLE 4

UNION RECOGNITION

- 4.01 The employer recognizes the union as the exclusive bargaining agent for all employees in the bargaining unit.
- 4.02 The employer agrees that, given reasonable notice to the employer by the union, an accredited representative of the union appointed under Article 6 may be allowed access to the work premises for the purpose of investigating a grievance or a complaint by an employee or the union. Such permission will not be withheld unreasonably.
- 4.03 Where an accredited representative of the union enters the work premises as provided in Clause 4.02, they shall report to the director and/or supervisor of the employee before approaching the employee.

ARTICLE 5

UNION SECURITY

- 5.01 All employees shall be required to pay the union (through monthly payroll deduction) a sum of money equivalent to the membership dues of the union. Signing of the Terms of Employment forms shall serve as the employee's authorization for the employer to deduct such dues.
- 5.02 An employee who declares in an affidavit that:
- a) the employee is a member of a religious organization registered under the Income Tax Act,
 - b) the employee's religious organization prevents the employee from joining a union or making financial contributions to a union, and
 - c) that the employee will make a contribution to a charitable organization of their choice equivalent to union dues,
- the employee shall not be subject to the provisions of this Article.
- 5.03 Subject to Clause 5.02 above, membership in the union shall be a condition of employment for all employees at all times.
- 5.04 The union shall inform the employer in writing of the authorized monthly deduction to be checked off for each employee defined in Clause 5.01.
- 5.05 Deductions for union dues shall only be made to the extent that earnings are available. Where an employee does not have sufficient earnings in any pay period to cover the deduction, no union dues are payable for that pay period.
- 5.06 No union, or other organization that would be defined as a "trade union" by the Canada Labour Relations Board, other than the Public Service Alliance of Canada, shall be permitted to have membership dues and/or other monies deducted by the employer from the pay of employees in the bargaining unit.

- 5.07 The amounts deducted in accordance with Clause 5.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 5.08 The employer agrees to indicate the amount of union dues paid by each employee on their T-4 slip.

ARTICLE 6

APPOINTMENT OF UNION REPRESENTATIVES

- 6.01 The employer acknowledges the right of the union to appoint employees as representatives.
- 6.02 The union shall provide the employer with a list of its accredited representatives and their position and will inform the employer of any revision to the list that may be made from time to time.

ARTICLE 7

TIME OFF FOR UNION BUSINESS

- 7.01 If the requirements of Clauses 7.02 and 7.03 below are met, a union representative appointed under Article 6 shall not suffer any loss of pay as a result of undertaking the following responsibilities on behalf of the union during regularly scheduled work time:
- a) investigating a grievance or complaint of an urgent nature;
 - b) attending scheduled meeting with management to present a grievance;
 - c) attending a meeting of the Labour-Management Relations Committee under Article 45;
 - d) attending a hearing before the Canada Labour Relations Board concerning this collective agreement;

- e) representing the union at a meeting called by management;
- f) attending meetings with a conciliation officer or conciliation board under the Canada Labour Relations Board concerning this collective agreement.

7.02 A union representative shall obtain permission from their immediate supervisor before leaving their work to carry out any of the responsibilities under Clause **7.01**, which permission shall not be unreasonably withheld.

7.03 Only one union representative at one time may undertake any of the responsibilities listed in Clause **7.01** during work time, unless the employer has specifically requested the involvement of more than one union representative.

7.04 An employee shall not suffer any loss of pay as a result of:

- a) attending scheduled meeting with management to deal with a grievance filed by the employee;
- b) appearing as a witness for the employer at any arbitration hearing or a hearing of a conciliation officer, a conciliation board, or the Canada Labour Relations Board, or
- c) appearing as a witness at a hearing of a conciliation officer, a conciliation board or the Canada Labour Relations Board at the request of such board.

7.05 An employee who is a grievor or a witness for the union shall be given leave without pay to attend an arbitration hearing under Article **31**.

7.06 An employee who is a witness at a hearing of a conciliation officer, a conciliation board or the Canada Labour Relations Board concerning this collective agreement other than under Clause **7.04(B)** or **(c)** shall be given leave without pay to attend that portion of the hearing necessary to give evidence.

7.07 Where operational requirements permit, the employer will grant leave without pay to a

maximum of two employees for the purpose of attending contract negotiation meetings on behalf of the union. For all purposes besides pay, this time shall be deemed to be time worked by employees.

- 7.08 If the employee was granted leave without pay to attend the initial contract negotiation meeting on behalf of the union, the employee shall, notwithstanding the limit of two employees in Clause 7.07, be granted leave without pay in accordance with Clause 7.07 to attend subsequent contract negotiation meetings. Leave granted under this Article shall be counted as hours worked for the purposes of seniority under Article 25 to a maximum of hours the employee would have otherwise worked.
- 7.09 In addition to leave without pay described in Clause 7.07, a union representative may be granted up to ten days leave without pay per fiscal year on the same terms set out in Clause 7.07 for the purpose of union business or attendance at conferences or seminars.
- 7.10 The employer agrees, subject to conditions set out in a Letter of Understanding, to grant leave without pay to an employee who is elected president of the union.

ARTICLE 8 INFORMATION

- 8.01 Upon signing this agreement the employer will provide the union with a list of all employees and their classification at the time of signing.
- 8.02 The employer will provide the union with a monthly update of the names and classification of each employee hired since the last report, and the employees promoted, demoted, transferred or terminated. The update must also give the reason for any termination.
- 8.03 When offering a person employment in the bargaining unit, the employer will inform the prospective employee of all the terms of Article 5 (Union Security).

- 8.04 At the time of hire, the employer will inform new members of the bargaining unit, or employees appointed to new positions in the bargaining unit, of the name(s) of the union representative(s) at their workplace.
- 8.05 The employer will distribute copies of this agreement to new members of the bargaining unit.
- 8.06 If this agreement is renewed or amended, the employer will distribute the new version to all members of the bargaining unit. The employer will send a draft copy to the union and one to each union representative for their approval before distributing it to members of the bargaining unit.
- 8.07 If a letter of understanding is signed by the parties interpreting or modifying this agreement, the employer will distribute a copy to each employee.

ARTICLE 9

BULLETIN) SPACE

- 9.01 The employer must provide a bulletin board or other designated space in a reasonable location clearly identified for the use of the union for posting notices pertaining to elections, appointments, meeting dates, news items, and social/recreational affairs.
- 9.02 The employer must post a copy of any resolutions, by-laws, rules, policies or regulations that affect employees generally on the bulletin boards as soon as possible.

ARTICLE 10

JOB SECURITY AND CONTRACTING OUT

- 10.01 There shall be no contracting out of bargaining unit work.
- 10.02 It is not a violation of this Article for the employer to lease the premises to a third party during non-scheduled hours.

- 10.03 If the employer leases the premises to a third party on the basis that the centre will be staffed by people hired by the third party, the employer will give the third party a current list of employees so that the third party may contact them to work if the third party wishes, The employer is not responsible for any employment arrangements made between members of the bargaining unit and the third party in these circumstances, and this agreement does not apply to that work.
- 10.04 If the employer leases the premises on the basis that the employer will also provide staff from the bargaining unit, then the work is bargaining unit work under this agreement, and all of the terms of this agreement apply to it.
- 10.05 The employer will inform any third party leasing the premises that it is the employer's preference to do so under Clause 10.04, rather than under Clause 10.03.
- 10.06 If the employer accepts a contract to offer child care services off the premises, with labour to be supplied by any member of the bargaining unit, then all work done by any member of the bargaining unit in furtherance of the contract is bargaining unit work, and all the terms of this agreement apply to that work. Clause 10.05 applies.
- 10.07 Persons whose jobs are not in the bargaining unit shall not work on any jobs included in the bargaining unit unless other employees are unavailable or there is an emergency.
- 10.08 No employee shall be required or permitted to make a written or verbal agreement with the employer which may conflict with the terms of this agreement.
- 10.09 All rights, benefits, privileges and working conditions of the employees at the time of voluntary recognition shall continue as long as they are not inconsistent with this agreement, but may be changed by mutual consent of the employer and the union.

ARTICLE 11

LAY-OFFS

- 11.01 For the purposes of this Article, a lay-off means a disruption of employment due to a lack of work or the discontinuance of a function at the child care centre, either on a temporary basis where the employer intends to recall the employee within a reasonable period of time, or on a permanent basis where re-hire is not likely in the foreseeable future.
- 11.02 At least five clear working days notice of a temporary lay-off must be given to the employee, and fifteen clear working days notice of a permanent lay-off. The notice must be in writing. In lieu of proper notice the employer must pay the employee wages for the period for which notice should have been given.
- 11.03 Employees on lay-off status will not receive the benefits of this agreement with the exception of their rights under this Article, including the right to grieve any violation of this Article.
- 11.04 Subject to Clause 11.05, employees will be laid off in the reverse order of their seniority, provided that the remaining jobs continue to be filled with qualified employees.
- 11.05 Lay-offs may be based on criteria other than seniority where:
- a) the union consents to the particular lay-off, or
 - b) the Labour Management Relations Committee has unanimously adopted a different system for determining the order of lay-offs for that centre.
- 11.06 Subject to 11.07, an employee who is subject to a lay-off may displace any employee who is lower on the bumping list, which list will be developed by the Labour Management Relations Committee.
- 11.07 The Labour Management Relations Committee may adopt its own criteria for bumping, which

criteria will prevail over Clause 11.06 for the centre, provided the criteria is adopted unanimously.

- 11.08 Employees must be recalled in the order of their seniority, provided they meet the qualifications for the job, or can do so within a reasonable time, unless:
- a) the union otherwise consents, or
 - b) the Labour Management Relations Committee has unanimously adopted a different system of recall for laid off employees for the centre.
- 11.09 No new employees may be hired until those laid off have been given a reasonable opportunity of recall in accordance with Clause 11.06 or 11.07 as the case may be. If the employee turns down the opportunity to be recalled as of a certain date, the employee is deemed to be terminated, unless the employee asks to continue on lay-off status, and has reasonable cause for rejecting the opportunity of recall.
- 11.10 Holiday pay may be paid out to the employee prior to the lay-off, during the period of lay-off, or after the resumption of employment in accordance with the employee's wishes, subject to any statutory restrictions on the employer.
- 11.11 A person who is not recalled within one year of being laid off is deemed to be terminated.
- 11.12 In the event that a lay-off becomes necessary, the employer will notify the union and will consult with the union about the application of this Article to the lay-off, and any further terms of the lay-off that may be reasonable given the circumstances.

ARTICLE 12

NO DISCRIMINATION

- 12.01 All employees, and the employer, are entitled to work in an environment free of discrimination on the basis of their:

- a) age
- b) race, national or ethnic origin
- c) religious belief or activity
- d) colour or ancestry
- e) political belief, association or activity
- f) gender
- g) pregnancy or pregnancy-related conditions
- h) sexual orientation
- i) marital status
- j) family status
- k) physical disability
- l) mental disability
- m) physical appearance or attributes
- n) criminal record or charges
- o) place of residence
- p) union activity or membership, or
- q) association with others identified by the above characteristics.

12.02 It is discrimination to treat an employee or the employer unfavourably because of one of the grounds set out above, unless there is reasonable cause to do so.

12.03 The employer, the employees and the union shall not engage in discriminatory conduct in their dealings with each other.

12.04 It is the employer's responsibility to prevent and stop discrimination in the workplace.

12.05 Disciplinary measures or grievances arising from discriminatory conduct will be handled as quickly and confidentially as possible.

12.06 If a grievance under this Article is brought against the Director, the Level 1 procedure under Article 31 may be waived at the employee's request. If the grievance is against the Board of Directors, or a committee of the Board, the first level of the grievance procedure will be to the Board of Directors.

12.07 Special programs and affirmative action programs designed to prevent or reduce disadvantage resulting from systemic discrimination are permitted. Before implementing any such program, the employer will consult with the Yukon Human Rights Commission and the union.

ARTICLE 13
WORKPLACE HARASSMENT

- 13.01 All employees, and the employer, are entitled to work in an environment free of workplace harassment.
- 13.02 Workplace harassment can take three forms: personal harassment, sexual harassment and abuse of authority. For the purposes of this agreement, these are defined as follows:
- 1) Personal harassment is offensive conduct directed to an individual personally which undermines their dignity and self-respect, and interferes with their ability to do their job or endangers their job. (Examples include racist or homophobic comments directed to an employee, disrespectful comments meant to demean a person in the eyes of clients or other employees.)
 - 2) Sexual harassment consists of sexual comments, gestures, bodily contact or display of pornography which is offensive and unwelcome to the recipient. (Examples include rape "jokes", unwanted sexual invitations, pornographic calendars.)
 - 3) Abuse of authority occurs when an individual uses the power of their position in the workplace to undermine, intimidate, threaten or coerce an employee or attempt to influence their career negatively. (Examples include unfair denial or equal opportunities for training or promotion, or intentionally inaccurate performance evaluations.)
- 13.03 The employer, the employees, and the union shall not engage in workplace harassment in their dealings with each other.
- 13.04 A single incident may constitute workplace harassment. It is not necessary that the conduct be ongoing.
- 13.05 It is the employer's responsibility to prevent and stop workplace harassment.
- 13.06 Disciplinary measures or grievances arising from workplace harassment will be handled as quickly and confidentially as possible.

13.07 If a grievance under this article is brought against the Director, the Level 1 procedure under Article 30 may be waived at the employees request. If the grievance is against the Board of directors, or a committee of the Board, the first level of the grievance procedure will be to the Board of Directors.

ARTICLE 14
POSITIONS AND CATEGORIES OF EMPLOYMENT

14.01 A position is a set of duties assigned to an employee at the time of hire, in a specific classification as per Article 16 and in a specific category of employment as per Clause 14.04.

14.02 The employer will develop a written job description for each position.

14.03 The employer will develop written qualifications for each position in advance of the position being advertised.

14.04 The four categories of employment are:

- a) permanent full time,
- b) permanent part time,
- c) term, and
- d) casual.

14.05 For the purposes of this agreement,

Permanent full time employment means indefinite employment amounting to 40 hours per week;

Permanent part-time employment means indefinite employment for the number of hours as agreed upon by the employer and the employee which are less than the hours of permanent full time employment;

Term employment means employment for a specified period of time in excess of eight consecutive months;

Casual employment means irregular employment on an on-call basis as required by the employer for a period of less than eight consecutive months.

- 14.06 Term appointments will only be used to:
- a) fill a temporary absence or vacancy in excess of eight months;
 - b) fulfil the terms of a contract obtained by the employer from outside its usual funding sources when the period of the contract exceeds eight months; or
 - c) staff a pilot project for a period in excess of eight months.
- 14.07 An employee who is not able to work on a scheduled shift must give the employer reasonable notice to allow the employer to backfill the position.
- 14.08 All employees will be given 15-minute paid rest periods during the first and second half of their shift in an area made available by the employer for this purpose. In unusual circumstances, and if mutually agreed upon by the employer and employee(s) affected, the two rest periods may be combined.
- 14.09 All provisions of this agreement apply to term employees.
- 14.10 Casual employees are subject to the provisions of Article 15.

ARTICLE 15

CASUAL EMPLOYMENT

- 15.01 The employer will hire employees to fill casual positions to cover for the short term absence of other employees, or for other purposes as needed from time to time by the employer.
- 15.02 The employer will hire a reasonable number of casual employees having regard to:

- a) the ability of the employer to fill casual positions with qualified employees;
- b) the desire of the employer to have excess bargaining unit work undertaken by casual employees rather than on-call workers whenever possible; and
- c) the desire of the employer to provide permanent full time positions rather than casual positions as much as possible.

15.03 Persons whose jobs are not in the bargaining unit shall not work on any jobs included in the bargaining unit unless other employees are unavailable or there is an emergency.

15.04 Casual employees are expected to be available for work when called in to work, and to inform the director of any period during which they will be unavailable for work. Otherwise, if a casual employee cannot be contacted, or is unavailable without just cause, for three successive attempts on different days by the employer to call the employee in to work, the employee's unavailability may constitute just cause for terminating their employment. However an employee may refuse a shift of less than four hours without penalty.

15.05 The employer will provide work opportunities to casual employees on a rotational basis. A period of casual employment may be for any duration less than 8 consecutive months. The employer is not obliged to ensure an equitable number of days of work as between casual employees.

15.06 All provisions of this agreement apply to casual employees except Article 11 concerning lay-offs.

ARTICLE 16

CLASSIFICATION

16.01 The existing job classifications are as set out in Schedule A.

16.02 The employer will give the union 30 days notice of its intention to eliminate any existing job classification.

- 16.03 The employer agrees that, when new classifications are created, the employer will:
- a) give the union 30 days notice of the intention to create a new classification, and
 - b) negotiate the range of pay for the new classification with the union in accordance with principle of equal pay for work of equal value.
- 16.04 A rate of pay set by the employer after complying with 16.03(b) shall be retroactive to the time the position was first filled by an employee.
- 16.05 Entry level salaries for existing classifications are as set out in Schedule A.
- 16.06 Each classification will be assigned a generic list of duties applicable to the classification. A specific position may have duties unique to the position as well.

ARTICLE 17

STATEMENT OF DUTIES

- 17.01 When an employee is hired, promoted or transferred under Article 27 to another position in the bargaining unit, the employer shall, before the employee is assigned to that position, provide the employee with a current and accurate written statement of duties of the position,
- 17.02 Upon written request, an employee shall be given a complete and current written statement of duties and responsibilities of their position.
- 17.03 Subject to operational requirements, a request by an employee for a change in the assignment of duties shall not be denied without reasonable cause. Article 27 does not apply to a change in the assignment of duties within a position.

ARTICLE 18

OVERTIME

- 18.01 For the purpose of this agreement, overtime means hours worked in excess of 8 hours per day or 40 hours per week.
- 18.02 If operational requirements necessitate a certain employee working overtime, the employee may only refuse with reasonable cause subject to the safety of the children at the centre.
- 18.03 Where operational requirements allow the employer a reasonable choice to assign overtime work, the employer will give the choice to take or refuse the overtime work to employees on the basis of their seniority.
- 18.04 Overtime hours shall not count as hours worked for the purpose of accruing seniority under Article 25.
- 18.05 Employees shall be compensated for overtime at the rate of one and a half times their regular rate of pay.
- 18.06 Overtime worked, if less than a full hour, shall be compensated for all minutes worked, rounded off to the next quarter hour.
- 18.07 Where practical, overtime shall be authorized in advance by the employer. Where operational requirements make this impractical, overtime may be authorized retroactively by the employer.
- 18.08 In lieu of overtime pay, an employee may take compensatory leave of one and a half hours for each hour of overtime worked, provided that:
- a) the employee informs the employer of their preference for compensatory leave before the end of the current pay period, and
 - b) the timing of the leave is mutually agreed upon between the employer and the employee.

- 18.09 Compensatory leave may accumulate to a maximum of five working days. At the end of the fiscal year, or at the time of termination, whichever occurs first, the employer will liquidate any compensation leave owing and pay it to the employee.
- 18.10 Overtime accrued through attendance at staff meetings is exempt from the application of Clauses 18.08 & 18.09.
- 18.11 This Article takes effect October 1, 1993.

ARTICLE 19

TRANSPORTATION & MEALS

- 19.01 Where an employee is required by the employer to use their personal vehicle, the employer will pay mileage at the rate of \$.36 per kilometre.
- 19.02 Where the employee is not required, but is willing to use their personal vehicle for job-related purposes, and is authorized in advance, the employee will be reimbursed upon request at the rate of \$.12 per kilometre, subject to a maximum of \$30.00 per month.
- 19.03 No employee shall be required, as a condition of employment, to own a vehicle or have access to one.
- 19.04 The employer may require, as a condition of employment, that an employee holding a certain position maintain a valid driver's licence.
- 19.05 The practice of providing food to employees that was in effect at the centre on June 30, 1993, as set out in Appendix A, shall continue in effect unless otherwise agreed upon by the Labour Management Relations Committee.
- 19.06 The practice referred to in 19.05 was that employees are entitled to child size portions of meals provided to children in order to reflect modelling behaviour. Each employee must provide any other food required during the day for themselves.

- 19.07 The employer will make a reasonable effort to provide the employee with a meal break as near as possible to the middle of their shift.
- 19.08 If 19.07 cannot be met due to operational requirements, the employer will provide time in lieu for a meal break during the same day. The employer and the employee may mutually agree that the time in lieu may be taken on another working day. Such time is not overtime for the purposes of Article 18.

ARTICLE 20

FAY ADMINISTRATION

- 20.01 The wage schedule covering all employees occupying positions shall be set out in Schedule "A", forming part of this agreement.
- 20.02 Employees shall receive equal pay for work of equal value based upon criteria contained in the Yukon Human Rights Act.
- 20.03 Every employee shall receive a statement attached to at least one pay cheque per month showing the gross amount earned, itemized deductions, net amount payable and hours worked.
- 20.04 Upon request, vacation pay earned to date will be provided prior to a vacation period.
- 20.05 Advances may be granted in extenuating circumstances.
- 20.06 Where an employee intends to combine paid leave with unpaid leave, the paid leave will be in effect first.

ARTICLE 21

SEVERANCE BONUS

- 21.01 For the purpose of this Article, an eligible employee is an employee who has worked for more than 10,000 hours in the continuous service of the employer.
- 21.02 An eligible employee, other than an employee who receives a disciplinary discharge, shall receive a severance bonus upon termination of their employment.

- 21.03 Notwithstanding Clause 21.02, if the disciplinary discharge arises substantially because of the employee's inability to perform the duties of the job satisfactorily because of physical health reasons including a disability as defined in the Workers' Compensation Act, the employee shall receive the severance bonus.
- 21.04 The amount of the severance bonus shall be one-half of the employee's average weekly pay for the twelve months ending the date of termination, multiplied by the number of completed years of continuous service.
- 21.05 The implementation of this Article is subject to the Memorandum of Agreement regarding Articles Agreed to in Principle.

ARTICLE 22

GENERAL HOLIDAYS

- 22.01 The following days are general holidays with pay:
- | | |
|----------------------|---------------------|
| a) New Year's Day | g) Discovery Day |
| b) Rendezvous Friday | h) Labour Day |
| c) Good Friday | i) Thanksgiving Day |
| d) Easter Monday | j) Remembrance Day |
| e) Victoria Day | k) Christmas Day |
| f) Canada Day | l) Boxing Day |
- 22.02 All employees shall receive general holiday pay for a general holiday. The general holiday pay for a permanent full time employee or a term employee shall be their regular wages for 8 hours. General holiday pay for permanent part-time employees and casual employees shall be pro-rated using the number of hours worked by the employee in the previous two weeks ending on the Saturday before the holiday in comparison to a full time employee.
- 22.03 If operational requirements necessitate an employee working on a general holiday, the employee shall be deemed to be working overtime for all hours worked on the general holiday, and the provisions of Article 18

apply to this work. In addition, the employee shall receive general holiday pay as per Clause 22.02 above.

- 22.04 Where a paid holiday falls on a day that is not a regular work day for a permanent full time employee, a term employee or a permanent part time employee whose normal work week is 4 hours per day Monday through Friday, the employee shall receive the next regular working day off in addition to general holiday pay.
- 22.05 Where a general holiday falls on a day that is not a scheduled work day for a casual employee or a permanent part time employee other than one mentioned in Clause 22.04 above, the employee shall receive general holiday pay as per Clause 22.02 only.
- 22.06 Hours for which general holiday pay is received shall count as hours worked for the purposes of seniority and overtime.
- 22.07 Notwithstanding anything in this Article, an employee is not entitled to holiday pay if the employee is absent without pay on the regular working day immediately before or immediately after the holiday.
- 22.08 Where a day that is a general holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

ARTICLE 23

DEALING WITH CLIENTS

- 23.01 In this Article, a "client" means a parent or child who is receiving services from the employer.
- 23.02 No employee, the union or the employer shall discriminate against any client on the grounds set out in Article 12 without reasonable cause.

23.03 No employee, the union or the employer shall harass any client in any manner described in Article 13.

23.04 In providing childcare services to clients, employees will:

- a) provide appropriate child care services consistent with this agreement and consistent with any written guidelines that may be adopted from time to time by the employer;
- b) adhere to any written ethical standards established by the employer in consultation with the employees;
- c) comply with section 38 of the Child Care Act which states:

- 1) "Any person providing a child care program, or a person employed by a person providing a child care program, who has reasonable grounds to believe that a child enrolled in the program may be a child who is abused, neglected or otherwise in need of protection within the meaning of the Children's Act shall forthwith report the information on which they base their belief to the director, an agent of the director, or a peace officer.
- 2) No legal action of any kind, including professional disciplinary proceedings, may be taken against a person who reports information under subsection (1) by reason of the person's so reporting, unless the reporting was done maliciously and falsely.

For purposes of this sub-clause the "Director" means the Director of Family Children's Services;

- d) participate in debriefing sessions, and seek input from other staff, the director or professional agencies where appropriate; and

e) recommend to the director referrals to other services and agencies as appropriate,

23.05 All employees and the employer shall make informative written records and reports as required by the employer's policy,

ARTICLE 24

PROBATIONARY _____ ;

24.01 A new employee, not including an employee promoted or transferred under Article 27, shall serve a probationary period of 1040 hours, but in no case shall a new employee's probationary period extend beyond one year from the date of hire.

24.02 Unless otherwise stated in this Agreement, a probationary employee is entitled to all the rights and benefits of this Agreement, including access to the grievance procedure.

24.03 The purpose of the probationary period is to allow the employer to assess whether the employee meets the standards reasonably required by the employer. In assessing this, the employer will give the employee a fair chance to prove their ability, and will make reasonable accommodation and provide reasonable assistance to the employee to do so.

24.04 Where a probationary employee does not, and is not likely to, meet the standards reasonably required by the employer, the employer may dismiss the employee. If the employee has completed more than half of their probationary period, and is dismissed under this Clause for reasons other than disciplinary reasons as per Article 30, the employer will provide the employee with two days written notice, or pay in lieu of notice.

24.05 Where the employer dismisses a probationary employee under Clause 24.04, the employer will give the employee written reasons for the dismissal.

- 24.06 The employer will inform the employee in writing of the successful completion of the probationary period.
- 24.07 Seniority will not accrue during the probationary period, but upon successful completion of the probationary period, seniority shall accrue retroactive to the date of hire.
- 24.08 The probationary period may be extended for one additional period of up to three months on terms agreed upon by the employer, the employee and the union.

ARTICLE 25

SENIORITY

- 25.01 Seniority is defined as the number of hours worked in the service of the employer in any position in the bargaining unit, subject to the provisions of this Article.
- 25.02 The employer will maintain a seniority list and will update it quarterly, and
- a) at the time of a lay-off,
 - b) at the time of an opening under Article 27, or
 - c) upon request from a union representative.
- 25.03 When the seniority list is updated under Clause 25.02, the employer will post a copy on the bulletin board, and send a copy to the union.
- 25.04 Seniority terminates when service to the employer terminates under Article 55.
- 25.05 Even though an employee's seniority has been terminated under Clause 25.04, the employer will credit the employee with one half of all seniority credits previously accrued with the employer if the employee obtains a position with the employer within two years. For the purpose of this Clause, any previous employment interrupted by a break in service exceeding two years does not count for determining seniority. This clause is meant to attach some value to the employee's previous service with the employer.

- 25.06 The seniority list shall include employees hired to fill casual positions after the date of signing this agreement, and shall include all employees holding positions in the bargaining unit who were employed on a permanent full time, permanent part-time or term basis on or after June 18, 1991.
- 25.07 The seniority list of employees shall reflect their date of hire with the predecessor employer, Carol's Playcare, provided the employee was in the continuous employ of Carol's Playcare from their date of hire until March 31, 1990 and in the continuous employ of Playcare Centre Society from April 1, 1990 to June 18, 1991.
- 25.08 The seniority list at the date of signing this agreement is attached as Schedule B.

ARTICLE 26

JOB PERFORMANCE EVALUATION

- 26.01 The employer will conduct a job performance evaluation of each employee once per year.
- 26.02 The employer will evaluate the employee on the basis of the employee's ability to carry out the duties and responsibilities in their job description, with special reference to the following factors:
- a) the employee's ability to work with children;
 - b) the employee's ability to get along with other staff;
 - c) how the employee carries out their responsibilities to the centre;
 - d) how the employee carries out their responsibilities to parents and other caregivers of the children.
- 26.03 The employer will post the evaluation form in use at the date of signing on the bulletin board. Any changes to the form will only be made after consultation with employees through the Labour Management Relations Committee.

- 26.04 In conducting a job performance evaluation of the employee, the employer will make reasonable effort to seek input from the employee's co-workers through a process established by the labour Management Relations Committee.
- 26.05 The employee performance evaluation shall also allow the employee to state their career development goals, and any type of training the employee would like to receive.
- 26.06 The employer will discuss the draft results of the performance evaluation with the employee before finalizing it. In doing so, the employer will point out the employee's strengths and weaknesses in each area.
- 26.07 A final copy of the employee's performance evaluation shall go on the employee's personnel file, signed by the employee indicating that the employee has seen it. An employee who disagrees with their performance evaluation may append an explanation to it on the personnel file.
- 26.08 The employer will provide a copy of the performance evaluation to the employee upon request.
- 26.09 If the employer plans to evaluate the director, the employer agrees to involve an employee who is on the Board of Directors in the evaluation.

ARTICLE 27

FILLING POSITIONS, PROMOTIONS AND TRANSFERS

- 27.01 This Article applies to all positions of the employer, whether in the bargaining unit or not.
- 27.02 Where the employer wishes to create and fill a new position, or fill a vacancy in an existing position, the employer agrees to use the procedure set out in this Article.

- 27.03 Before filling any position, the employer will post a notice advertising the position on the bulletin board at the centre.
- 27.04 The notice under Clause 27.03 shall specify the nature of the position available, the minimum qualifications, the desired qualifications, the hours of work and the pay rate or range.
- 27.05 When posting the notice under Clause 27.03, the employer will also simultaneously provide a copy of the notice to the directors of other child care centres in the Yukon represented by the union. That director shall post the notice on the bulletin board provided in accordance with Article 9.
- 27.06 If the employer also wishes to advertise the position to the public at large, the employer will only place public advertisements after the notice referred to in Clause 27.03 has been posted for at least one week.
- 27.07 The employer agrees to hire employees from within the bargaining unit to fill positions unless:
- a) an outside applicant is more qualified than a member of the bargaining unit;
 - b) no member of the bargaining unit applies;
 - c) the position is an affirmative action position under Article 12, and no member of the bargaining unit is eligible; or
 - d) no member of the bargaining unit is qualified, and efforts on the part of the employer could not reasonable assist the employee to become qualified in a reasonable time.
- 27.08 Subject to any affirmative action program established under Article 12, the employer agrees to hire the most qualified applicant to fill the position.
- 27.09 In assessing the qualifications of applicants, the employer will take into account the factors set out below, and only these factors. The employer may determine what is entailed in each factor for any given position, and what weight to accord each factor. It is not necessary that each factor be given equal

weight, Whatever weight the employer attaches to each factor must be applied equally to all candidates:

- a) knowledge required
 - b) skills required
 - c) abilities related to the performance of the position
 - d) seniority at the centre,
- 27.10 If, following an assessment of candidates' merits as per Clause 27.09, it appears to the employer that two or more candidates are relatively equal in their qualifications for the position, then seniority with the employer shall be the governing factor.
- 27.11 Where no applicant is qualified for the position, the employer may promote or transfer an applicant who does not meet the requirements, but who may reasonably be expected to obtain the necessary qualifications prior to assuming the position, or within a reasonable time thereafter.
- 27.12 Within 7 calendar days of filling the position, the employer will post the name of the successful candidate on the bulletin board.
- 27.13 An employee transferred or promoted to a new position shall serve a trial period of six months. Until the end of the trial period, the employee may request or the employer may require that the employee return to the position occupied previously, without any loss of benefits or seniority.
- 27.14 No member of the bargaining unit who accepts a term position will suffer any loss of pay, benefits or seniority as a result of taking the term position.

ARTICLE 28

ACTING ASSIGNMENTS

- 28.01 An acting assignment means the temporary assignment of an employee to a different position in the bargaining unit, or to a job in management, in the event of a vacancy or the absence of the incumbent.

- 28.02 The employer will try to fill vacancies as quickly as possible so that acting assignments are kept to a minimum.
- 28.03 To act in a position, it is not necessary that the employee perform all the duties of that position. If the employee performs substantially all of the duties of the position, the employee will be paid the full entry level salary for that position, subject to Clauses 28.04 and 28.05.
- 28.04 In no case shall the employee's acting pay be less than 4% above the employee's current salary.
- 28.05 An employee acting in a position will only be paid acting pay where the employee acts for more than four consecutive days in the position, in which case the acting pay will be retroactive to the first day.
- 28.06 An employee who is acting in the position of the director is responsible for all of the obligations of the employer under this agreement, unless otherwise directed by the employer.
- 28.07 The employer will provide opportunities to act in higher positions to willing and qualified employees on an equitable basis, for example, a roster system.
- 28.08 It is preferable that the same employee complete the same acting assignment; however, either the employer or the employee has the right to terminate the acting assignment with reasonable cause upon giving reasonable notice to the other. The employer may end the acting assignment immediately upon the return of the incumbent sooner than expected.
- 28.09 This Article does not apply to casual employees, except where the casual employee is appointed to act in the position of the director.

ARTICLE 29

STAFF TRAINING AND DEVELOPMENT

- 29.01 The employer recognizes its responsibility to encourage development of staff capability.
- 29.02 The employer will maintain a collection of books and other resources on issues concerning early childhood education and development, and make them available to employees.
- 29.03 The employer will endeavour to keep staff informed of new developments, services and information relevant to clients through posting notices on the bulletin board.
- 29.04 The employer may provide on-the-job training and related staff development opportunities in the form of seminars, courses and conferences. Notices of relevant training opportunities will be posted on the bulletin board.
- 29.05 To provide training opportunities, the employer will endeavour to allocate a reasonable sum of money in the budget each year or allocate money on an ad hoc basis to be used for staff training and development.
- 29.06 Expenditures by the employer on staff training and development will be made on the recommendation of the Labour-Management Relations Committee (LMRC).
- 29.07 In making any decisions concerning staff training and development, the LMRC shall take into account the following factors:
- a) the current and future needs of the employer's services
 - b) the benefits to clients
 - c) the professional development requests of individual employees
 - d) the wishes of any employee affected, and
 - e) fairness between all employees.
- 29.08 The LMRC may develop guidelines and procedures related to staff training and development, including designating specific training opportunities as essential for specific employees.

- 29.09 Attendance at any training opportunity designated by the employer as essential shall be without cost to the employee, and without loss of pay or benefits.
- 29.10 The employer agrees to make all reasonable accommodation to encourage staff training and development.
- 29.11 It is understood by the parties that staff members who have attended courses or conferences may be asked to provide in-service workshops for other staff at a mutually agreed upon time.
- 29.12 Employees shall submit a receipt indicating payment of fees and evidence of successful completion of the course prior to reimbursement.
- 29.13 Subject to operational requirements, the employer will make reasonable efforts to provide the employee with two (2) working days with pay for the purpose of doing research and preparation related to their work at a date mutually acceptable to the employer and the employee.
- 29.14 This Article does not apply to First Aid and Safety Training under Article 32.

ARTICLE 30
DISCIPLINE

- 30.01 A disciplinary infraction is an act or conduct on the part of an employee which amounts to a breach of this agreement or a breach of the employer's policies in the workplace, or acts of misconduct.
- 30.02 Disciplinary action means action taken by the employer to stop or deter a disciplinary infraction, including:
- a) a verbal warning with a notation on the employee's personnel file initialled by the employee as received
 - b) a written warning with specific written expectations which the employee is required to meet

- c) a written reprimand
- d) a suspension with or without pay
- e) a demotion, or a dismissal.

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

- 30.03 A verbal warning without a notation on the employees personnel file or suggestion for improvement does not constitute disciplinary action.
- 30.04 The employer will take disciplinary action only where there is just cause, upon being satisfied on reasonable grounds that the employee has committed the disciplinary infraction.
- 30.05 Disciplinary action (except for dismissal) is intended to correct and deter further disciplinary infractions, not punish the employee. The employer will use the least serious form of disciplinary action which will likely stop or deter further disciplinary infractions by the employee.
- 30.06 Before beginning an investigation into a disciplinary infraction, the employer will inform the employee of the intention to conduct an investigation and the grounds for doing so, unless there is reasonable cause to withhold this information from the employee.
- 30.07 Where the employer provides the information to the employee under Clause 30.06, the employer shall also inform the employee of their rights under Clause 30.08.
- 30.08 Before any disciplinary action is taken against an employee, the employer shall give the employee an opportunity, as soon as possible at a time and location convenient to the employee and employer, to present their version of the facts to the employer either alone or, if the employee wishes, with a union representative present.
- 30.09 Where the employer is contemplating suspension, demotion or dismissal for a disciplinary infraction, the employer may suspend the employee for up to three days with

pay while deciding what disciplinary action is appropriate.

- 30.10 If any disciplinary action is taken against an employee, the employer will give the employee written notice of the specific disciplinary action taken, the reasons for it, the effective date it commences, and any financial implications for the employee.
- 30.11 A copy of the notice shall be placed on the employee's personnel file, and a copy sent to the union.
- 30.12 Only disciplinary action documented on the employee's personnel file in accordance with this Article may be introduced as evidence at any hearing relating to disciplinary action, such as a grievance arbitration.
- 30.13 No document, including any Job Performance Evaluation, from the employee's personnel file may be introduced at a hearing related to disciplinary action if the employee was not aware of the document at the time of filing, or within a reasonable time thereafter.
- 30.14 The employer will remove and return to the employee any notice of disciplinary action from the employee's personnel file once the employee has attained a 24 month period without further disciplinary action having been taken against the employee. Notwithstanding this Clause, the employer may keep relevant records for the purposes of Article 52 only.
- 30.15 An employee shall have access to their personnel file upon request, in the presence of the employer, and may have a copy of any document if the employee wishes.
- 30.16 If the employee consents in writing, the union representative may have the same rights as the employee in Clause 30.15.
- 30.17 An employee who is found to have been unjustly suspended, demoted or dismissed shall receive all rights or benefits the employee would otherwise have been entitled to retroactive to the date of the wrongful suspension, demotion or dismissal.

ARTICLE 31

GRIEVANCE PROCEDURE

- 31.01 The purpose of the grievance procedure is to resolve disputes that arise under this agreement in a fair and expeditious manner.
- 31.02 The union may file a grievance on behalf of an employee ("the grievor"), or on its own behalf, alleging a violation of this agreement.
- 31.03 Where the union chooses not to represent the grievor, and the grievance relates to disciplinary action taken against the employee (Article 30), discrimination against the employee (Article 12), harassment of the employee (Article 13) or a matter concerning an employee performance evaluation (Article 26, excluding Clause 26.04), the employee may file the grievance on their own behalf. If so, all of the rights and obligations of the union in Clause 31.04 through 31.15 apply to the employee. The employee shall not have access to the Level 4 grievance procedure.
- 31.04 A grievance is filed when delivered in writing to the employer. No particular form is necessary as long as the document indicates it is a grievance under this Article, or in some manner indicates it is a formal grievance.
- 31.05 The Director is authorized to receive grievances on behalf of the employer. The Director shall provide a receipt to the person delivering the grievance stating the date it was received,
- 31.06 A grievance must be filed within ten days after the cause of the grievance arose, unless the grievor is not at work during that period, in which case the time is extended to ten days following the day the employee returns to work.
- 31.07 Unless otherwise provided in this agreement, a grievance shall be settled with recourse to the following steps, if needed:

- Level 1 - Director
- Level 2 - Board of Directors

Level 3 - Mediation
Level 4 - Arbitration

- 31.08 When a grievance is filed, the Director shall attempt to settle it at Level 1 unless:
- a) the employee requests that the grievance be waived to another level under Article 12 or 13;
 - b) the grievance concerns a wrongful suspension, demotion or dismissal under Article 30, in which case it will commence at Level 2; or
 - c) the parties wish to waive the grievance to another level by mutual consent.
- 31.09 The union may consult with the employer concerning any grievance at any level of the grievance procedure.
- 31.10 Any time limits in the grievance procedure may be extended by consent of the parties.
- 31.11 The employer shall not intimidate or threaten an employee who files or wishes to file a grievance, or offer the employee any advantage in exchange for not filing, or withdrawing, their grievance. Lawful exercise of the employer's rights, obligations or options under this agreement is not a violation of this Clause.
- 31.12 A decision made at any level of the grievance procedure is not binding on the parties unless it is in writing, signed by the decision-maker, and delivered to the parties either by hand or by double-registered mail.
- 31.13 The Level 1 procedure is as follows:
- 1) Within 10 days of receiving the grievance, the Director will render their decision and forward it to the union as per Clause 31.12.
 - 2) If the Director fails to do so, the union may invoke the Level 2 procedure after the tenth day following the filing of the grievance.
- 31.14 The Level 2 procedure is as follows:

- 1) The union may present the grievance to the Board of Directors within 10 days of receiving the Level 1 decision.
- 2) The grievance is deemed to be presented to the Board of Directors when given in writing to the Director. The Director shall provide a receipt to the person delivering the grievance stating the date on which it was received on behalf of the Board of Directors.
- 3) The Board of Directors shall render its decision within 30 days, and communicate it to the union as per Clause 31.12.
- 4) The Board of Directors may appoint a committee to carry out its obligations at the Level 2 grievance procedure,

The Level 3 procedure is as follows:

- 1) The union may make a written request for mediation within 10 days of receiving the Level 2 decision.
- 2) The request for mediation shall be given to the Director who shall provide the union with a receipt stating the date the request was received, and forward the request for mediation to the Board of Directors.
- 3) The union and the employer shall determine mutually acceptable terms for hiring a mediator, including who the mediator will be and time frames for conducting the mediation. If the parties fail to agree, either party may invoke the Level 4 procedure.
- 4) The parties to this agreement may establish a list of local Yukon mediators acceptable to them, which list may be established from time to time, or when the need for a mediator arises.
- 5) The employer and the union shall each pay one half of any fees or expenses related to mediation.

- 6) If the mediation is successful, the mediator shall write down the terms of settlement, and deliver them to the parties as per Clause 31.12.
- 7) If the mediation is unsuccessful, the mediator shall confirm this in writing, and forward it to the parties as per Clause 31.12.
- 8) The failure of mediation is deemed to occur on the date that the union and the employer receive the letter from the mediator under Clause (7) above, and if this date is different for each party, the later date.
- 9) Mediation attempts are settlement discussions, and any offers or counter offers made during mediation discussions shall not be used as evidence at a later arbitration hearing.

31.16 The Level 4 procedure is as follows:

- 1) Either the employer or the union may request arbitration by letter to the other party within 30 days of the failure of the mediation.
- 2) The employer or the union, as the case may be, shall give the other party a receipt stating the date of receiving the request for arbitration.
- 3) The parties may agree on the selection of an arbitrator. Failing agreement, either party may apply to the Federal Minister of Labour to appoint an arbitrator.
- 4) In addition to any powers contained in this agreement, the arbitrator has all the powers granted to arbitrators under Part 1 of the Canada Labour Code.
- 5) The arbitrator shall hear the grievance as soon as possible, and render a decision within 30 days. The decision, once forwarded to the parties in accordance with Clause 31.12, is final and binding on each party and any employee affected by it.

- 6) The arbitrator may determine whether a grievance is arbitrable.
- 7) The arbitrator may amend a grievance, modify penalties, waive time limits, or make a ruling concerning any procedural irregularity.
- 8) Each party shall pay one half of the fees and expenses of the arbitrator.

ARTICLE 32

SAFETY AND HEALTH

- 32.01 The employees shall select a health and safety representative for the purposes of the Occupational Health and Safety Act.
- 32.02 The health and safety representative has the authority to:
- (a) inspect the physical condition of the workplace or part thereof for which they have been selected once each month, or at such intervals as the Chief Industrial Safety Officer may direct; and
 - (b) observe and, where qualified to do so, assist in or conduct tests for noise, lighting, and designated substances or agents in the workplace or part thereof for which they have been selected.
- 32.03 The employer and employees shall provide to the health and safety representative such information and assistance as they may need for the purpose of carrying out the inspection or tests referred to in Clause 32.02.
- 32.04 The health and safety representative shall identify situations that may be hazardous to workers and shall report such situations to the employer and to the employees or the union.
- 32.05 Where there is a serious accident or serious injury involving any person at the workplace from any cause, the health and safety representative may accompany a safety officer during an investigation of the place where the accident occurred.

- 32.06 A health and safety representative is entitled to take such time from work as is necessary to carry out the duties specified in Clauses 32.02, 32.03, 32.04 and 32.05 and any time spent shall, for the purpose of calculating wages owing, be deemed to have been spent at work.
- 32.07 A health and safety representative shall keep records of all matters dealt with and shall make such records available to the employer and a safety officer on request.
- 32.08 The health and safety representative may appeal to the Chief Industrial Safety Officer to resolve any differences of opinion with the employer concerning health and safety matters and the decision of the Officer shall be final.
- 32.09 An employee may refuse to work or do particular work where the employee has reason to believe that
- (a) the use or operation of a machine, device, or thing constitutes an undue hazard to that employee or any other person; or
 - (b) a condition exists in the workplace that constitutes an undue hazard.
- 32.10 An employee who refuses to work or do particular work shall forthwith report the circumstances of the matter to their employer or supervisor who shall forthwith investigate the situation reported in the presence of the worker and in the presence of:
- (a) the health and safety representative, who represents the employee, or
 - (b) another employee selected by the employee, who shall be made available and shall attend without delay.
- 32.11 After the investigation referred to in Clause 32.10, and any action taken to remove the hazard, the worker may again refuse to work or do particular work because of that hazard
- where they have reasonable cause to believe that:

- (a) the use or operation of the machine, device, or thing continues to constitute an undue hazard to that employee or to any other person; or
 - (b) the condition of the workplace continues to constitute an undue hazard.
- 32.12 An employee who refuses to work or do particular work under Clause 32.11 shall forthwith report the circumstances of the matter to the employer or supervisor and the employer or supervisor shall then forthwith report the circumstances of the matter to a safety officer.
- 32.13 No employee may exercise their right under Clause 32.09 or 32.11 if the refusal to perform the work puts the life, health, safety, or physical well-being of another person in immediate danger or if the conditions under which the work is to be performed are ordinary conditions in that kind of work.
- 32.14 Any expenses related to medical tests required by law for the employee are the responsibility of the employer. Tests required as a pre-condition of employment are not included.
- 32.15 Where the employer requires an employee to undergo a specific medical, hearing or vision examination by a designated qualified medical practitioner, in addition to those required by law, the examination will be conducted at no expense to the employee. The employee shall, upon written request, obtain results of all specific medical, hearing or vision examinations conducted.
- 32.16 No employee who is required by the employer to attend a First Aid and Safety training course shall suffer a loss of pay as a result. The employer shall pay for such course fees and tuition.
- 32.17 Where an employee is injured on the job, the employer shall immediately provide and pay for emergency transportation for the employee to a hospital, physician, home or other place that may be required by the worker's condition.

ARTICLE 33
VACATION LEAVE

- 33.01 A new employee shall earn vacation pay at the rate of 4% of their gross wages payable bi-weekly,
- 33.02 After two years in the continuous service of the employer, an employee shall earn vacation pay at the rate of 6% of their gross wages payable bi-weekly.
- 33.03 After four years in the continuous service of the employer, an employee shall earn vacation pay at the rate of 8% of their gross wages payable bi-weekly.
- 33.04 Vacation leave without pay shall be provided on the following basis:
- a) employees covered under clause 33.01 shall receive 2 weeks,
 - b) employees covered under clause 33.02 shall receive 3 weeks, and
 - c) employees covered under clause 33.03 shall receive 4 weeks,
 - d) employees covered under clause 33.03, after 6 years in the continuous service of the employer, shall receive an additional one week leave without pay over and above clause 33.04 (c).
- subject to clause 33.05.
- 33.05 An employee may take vacation leave at a time suitable to the employer and the employee, subject Do operational requirements. Vacation preferences will be granted on the basis of seniority for employees who make their request in writing by January 1 of each year. After that, vacation requests will be granted in the order of the date received by the employer. The employer will make every effort to grant the specific period requested, and to notify the employee in writing within two weeks of the request.

- 33.06 Employees are encouraged to take their 5 weeks, vacation leave during the months of June, July or August.
- 33.07 An employer may, upon request, advance up to five days of vacation leave without pay to an employee, subject to operational requirements. In considering the employee's request, the employer will consider the employee's length of service and the reason for the request.
- 33.08 An advance of vacation leave shall be reimbursed by deduction from the employee's future vacation leave.
- 33.09 The employer shall reimburse an employee for any non-refundable deposits the employee has lost as a result of the employer's denial of vacation leave, provided the vacation leave was previously authorized by the employer.
- 33.10 An employee may not be recalled to work while on vacation leave unless on terms satisfactory to the employee and the union.
- 33.11 At the time of termination under Article 55, the employee shall receive any vacation pay owing.
- 33.12 Employees may carry-over one half of their vacation leave earned in any given year to the next year.
- 33.13 This Article takes effect September 27, 1993.

ARTICLE 34

BEREAVEMENT LEAVE

- 34.01 Upon the request of an employee, the employer shall grant the employee bereavement leave with pay for up to four working days where there is a death in the employee's immediate family, namely the death of the employee's:
- a) natural parent, step-parent or foster parent
 - b) grandparent or grandchild
 - c) brother or step-brother
 - d) sister or step-sister
 - e) partner

- f) child
- g) step-child or partner's child, where the child is residing with the employee.

34.02 If the employee travels out of Whitehorse due to a death in the employee's immediate family as per Clause 34.01, the employer must grant additional bereavement leave with pay for travel purposes for up to two working days, as required.

34.03 Upon the request of the employee, the employer shall grant bereavement leave with pay for up to one working day in the event of a death in the employee's partner's immediate family, namely the partner's:

- a) natural parent, step-parent or foster parent
- b) grandparent or grandchild
- c) sister or step-sister
- d) brother or step-brother
- e) child or step-child (who is not residing with the employee).

34.04 If the employee travels out of Whitehorse due to a death in the employee's partner's immediate family as per Clause 34.03, the employer must grant additional bereavement leave with pay for travel purposes for up to one working day, as required.

34.05 Upon the request of the employee, the employer shall grant bereavement leave with pay for one working day where there is a death in the employee's extended family, namely the employee's:

- a) aunt or uncle
- b) niece or nephew
- c) partner's niece or nephew
- d) sibling's partner
- e) partner's sibling's partner
- f) any other person residing with the employee at the time of death.

34.06 If the employee travels out of Whitehorse due to a death in the employee's extended family as per Clause 34.05, the employer must grant additional bereavement leave with pay for travel purposes for up to one working day as required.

- 34.07 In lieu of the bereavement leave set out in each Clause above, the employer shall grant the employee the equivalent leave with or without pay as the case may be where there is an imminent death in the employee's immediate family, extended family or partner's immediate family. The employer may request a physicians statement to verify this.
- 34.08 Subject to operational requirements, an employee shall be granted, upon request, additional bereavement leave without pay for any reasonable length of time as agreed upon by the employer and the employee without loss of benefits of this Agreement, except that the employee may not accrue leave with pay during any period of bereavement leave without pay.
- 34.09 Bereavement leave days need not be taken consecutively.
- 34.10 Bereavement leave may only be taken by a casual employee for a day that the casual employee was scheduled to work and provided the casual employee has been in the continuous service of the employer for at least 3 months.
- 34.11 The paid leave referred to in the Article is subject to the Memorandum of Agreement regarding Articles Agreed to in Principle.

ARTICLE 35

SICK LEAVE

- 35.01 An employee, other than a casual employee, shall earn sick leave with pay at the rate of one half day per calendar month for any month in which the employee receives at least ten days pay. Part-time employees shall earn sick leave on a pro-rated basis.
- 35.02 Sick leave may be used for illness, mental health purposes or medical appointments.
- 35.03 Employees are encouraged to take one paid sick day every two months. The employee may accumulate sick leave credits for up to a maximum of 9 days. At the end of any year of employment an employee may either carry-over

any unused sick leave to a maximum of 3 days or receive cash in lieu of such carry-over.

- 35.04 The employer may require the employee to provide proof of the employee's need for sick leave under Clause 35.03 where the employee wishes to take sick leave in excess of three consecutive days. Such proof may be in the form of a doctor's certificate or other form satisfactory to the employer.
- 35.05 The employer may approve an advance of sick leave credits for an employee for up to 6 days where the employee has not accumulated enough sick leave credits for the sick leave required. In determining whether to grant an advance, the employer shall consider the employee's length of service, their employment record, and the employer's capacity to secure reimbursement as per Clause 35.06.
- 35.06 An advance of sick leave credits shall be reimbursed by a deduction from future sick leave credits or, where the employee's service is terminated before the advance is repaid, by deduction from compensation otherwise owed to the employee.
- 35.07 Where employment is terminated by death, the employee is deemed to have earned any amount of sick leave advanced to the employee.
- 35.08 An employee whose service is terminated for any reason other than a disciplinary discharge under Article 30 may convert one-half of all unused sick leave credits earned to the date of termination:
- a) to paid leave immediately prior to their termination, or
 - b) to a cash payout based upon the employee's hourly rate of pay at the time of termination.
- 35.09 Subject to operational requirements, an employee may be granted, upon request, additional sick leave without pay for a reasonable period of time agreed upon between the employer and the employee. An employee who is on sick leave without pay shall be entitled to all benefits of this agreement, except that the employee shall not accrue

leave with pay during a period of sick leave without pay.

- 35.10 Upon request, the employer will inform an employee of the amount of sick leave credits the employee has earned.
- 35.11 Where an employee is seriously ill, and has exhausted their own paid sick leave, the Labour Management Relations Committee may develop a plan after consultation with all employees whereby employees may donate sick leave days earned by them to the benefit of their co-worker.
- 35.12 In lieu of sick leave under this Article, a casual employee shall receive monetary compensation in the amount of 8 hours pay for each 173 hours worked.
- 35.13 An employee who has used up their paid sick leave credits is entitled unpaid sick leave of six (6) days during the year.
- 35.14 The parties agree that this article may be administered on an hourly basis.
- 35.15 This Article takes effect October 1, 1993.

ARTICLE 36

FAMILY ILLNESS LEAV

- 36.01 Where a permanent full time employee is required to care for a sick family member permanently residing in their home, the employer shall grant leave with-out pay for up to five days per family member, to a maximum of 15 days per fiscal year.
- 36.02 Where a permanent part-time employee is required to care for a sick family member permanently residing in their home, the employer shall grant leave with-out pay for up to 2.5 days per family member, to a maximum of 7.5 days per fiscal year.
- 36.03 Where a casual employee is required to care for a sick family member permanently residing in their home, the employer shall grant leave with-out pay for a maximum of two days per fiscal year, subject to Clause 36.04 below.

- 36.04 Family illness leave may only be taken by a casual employee for a day that the casual employee was scheduled to work and provided the casual employee has been in the continuous employee of the employer for at least 3 months.
- 36.05 Where a term employee is required to care for a sick family member permanently residing with the employee, Clause 36.01 applies to the employee if the term is one year or more, Clause 36.02 applies if the term is more than six months but less than one year, and otherwise, Clause 36.03 applies.
- 36.06 For the purposes of this Article, a sick family member includes one who is ill or injured, or in quarantine, or who must travel for medical purposes or attend an appointment for medical reasons.
- 36.07 An employee who has used up their leave under this Article may, if the employee requires further leave for family illness purposes as defined by this Article, *the* employee is required to use any of their own sick leave, vacation leave or compensatory leave before taking leave without pay.
- 36.08 The employer may, subject to operational requirements, grant an employee additional family illness leave without pay on the same basis as set out in Article 35.10.

ARTICLE 37

LEAVE FOR WITNESS / JURY DUTY

- 37.01 An employee is entitled to leave without pay if their absence from work is due to attending court in response to a jury summons or a witness subpoena.
- 37.02 An employee is entitled to leave without pay if their absence from work is due to attendance as a witness before an adjudicative board in circumstances unrelated to their employment, so long as the employee has received a subpoena.

- 37.03 An employee who is absent for reasons described in Clause 37.01 or 37.02 shall return to work if the employee can do so in time to complete one half of the day's work.
- 37.04 No employee who is required to attend court in connection with the performance of their job duties shall suffer any loss of pay as a result, and the provisions of Article 18 concerning overtime apply to any hours of the court attendance that would constitute overtime for the employee.
- 37.05 An employee who is called as a witness by the employer at an arbitration hearing under Article 31 shall not suffer any loss of pay as a result, and the provisions of Article 18 concerning overtime apply to any hours spent in attendance at the arbitration hearing that would constitute overtime for the employee.
- 37.06 In the event that a casual employee receives a jury summons or a witness subpoena to attend court during a time the employee was scheduled to work, the employee shall notify the employer of the summons or subpoena forthwith.

ARTICLE 38

INJURY ON DUTY LEAVE

- 38.01 Subject to Clause 38.02, an employee shall be granted leave for such reasonable period of time as may be determined by the employer where the Workers' Compensation Health and Safety Board determines that the employee is unable to perform their duties because of:
- a) personal injury accidentally received in the performance of their duties and not caused by the employee's wilful misconduct;
 - b) sickness resulting from the nature of the employment;
 - c) exposure to hazardous conditions in the workplace.

- 38.02 An employee will be paid 75% of their wages while on leave, provided that:
- a) the Workers Compensation Health and Safety Board will pay the employee 75% of lost wages due to the injury throughout the period of the leave, and
 - b) the employee agrees to assign to the employer any amount received for loss of wages from the Workers' Compensation Health and Safety and Health Board in settlement of any claim the employee has in respect of the injury.
- 38.03 Where an employee has been granted sick leave, and is subsequently approved for injury on duty leave for the same period, any sick leave credits used shall be reinstated to the employee.
- 38.04 While on injury on duty leave, the employee shall remain a member of the bargaining unit and shall receive all the benefits of this agreement except that the employee shall not accrue leave with pay, or take leave with pay, during a period of injury on duty leave.
- 38.05 Monies advanced to the employee under this Article and not reimbursed to the employer at the time of termination may be deducted from any monies owed to the employee.
- 38.06 In the event that an employee is off work as a result of an injury which is not covered by Worker's Compensation, the employer and union may discuss reasonable terms of assistance for the employee.

ARTICLE 39

MATERNITY LEAVE

- 39.01 Upon giving six weeks notice of the expected month of the baby's birth, a pregnant employee is entitled to a leave of absence without pay for a period of up to 52 weeks, provided the employee has completed her probationary period under Article 24.
- 39.02 Maternity leave may be taken for any period less than 52 weeks as the employee wishes and

may be taken before or after the termination of the pregnancy, or partially before and partially after.

- 39.03 The employee must give two months notice that she intends to return to work at the agreed upon date. Otherwise the employer will make reasonable efforts to contact the employee within the next two weeks to determine her intentions. If the employer cannot contact the employee, her employment is deemed to terminate on the date on which she should have notified the employer.
- 39.04 In the event that an employee on maternity leave decides not to return to work, and communicates this to the employer two months prior to her previously agreed upon date of return, her employment shall terminate on the date on which her leave expires or at any sooner date the employee wishes.
- 39.05 An employee on maternity leave shall remain a member of the bargaining unit, and shall have all the benefits of this agreement except that the employee shall not accrue leave with pay, or take leave with pay, during the period of maternity leave.
- 39.06 Where a doctor's certificate is provided indicating that the employee requires a longer period of maternity leave for health reasons, or where the employee's newborn child is suffering serious medical problems, an extension of maternity leave may be granted by the employer for up to one year, subject to operational requirements.
- 39.07 An employee may use sick credits she has earned in accordance with Article 35 either before or after her maternity leave if she is suffering from pregnancy-related disability.
- 39.08 Upon returning to work, the employee shall resume her previous position, or a comparable position. The employer will make every reasonable effort to assign her to her previous position.
- 39.09 An employee who is not entitled to maternity leave for the reason that she has not given

six weeks notice as required by Clause 39.01 may be granted maternity leave by the employer subject to operational requirements.

39.10 An employee who has been in the continuous service of the employer, prior to the commencement of her maternity leave, for 2000 hours or one year, whichever occurs later, shall be entitled to:

a) a cash payment equivalent to the allowance the employee will receive in maternity benefits for a two week period from the Unemployment Insurance Commission, or

b) where the employee is not entitled to unemployment insurance benefits for maternity purposes, a cash payment equivalent to what the employee would have received if she qualified.

39.11 Where an employee who receives a cash payment under Clause 39.10 does not return to work following her maternity leave, or terminates her employment within six months of returning to work, she shall reimburse the employer for any payment received under Clause 39.10. The employer may deduct any amount owing from compensation otherwise payable to the employee, and the employer may recover the amount through the civil court process if necessary.

ARTICLE 40 ADOPTION LEAVE

40.01 An employee who plans to adopt a child shall, upon giving six weeks notice to the employer, be granted leave without pay for up to 52 weeks for the purpose of the adoption, provided the employee has completed their probationary period under Article 24.

40.02 Adoption leave shall not commence earlier than one week before the expected arrival of the child in the employee's home, unless there are extenuating circumstances.

40.03 The employee shall furnish proof of the adoption upon request of the employer.

- 40.04 An employee must give two months notice that they intends to return to work at the agreed upon date. Otherwise the employer will make reasonable effort to contact the employee to determine their intentions within the next two weeks. If the employer cannot contact the employee, the employment is deemed to terminate on the date on which the employee should have notified the employer.
- 40.05 In the event that an employee on adoption leave decides not to return to work, and communicates this to the employer two months prior to agreed upon date of return, the employee's employment shall terminate on the date the leave was to expire, or such sooner date as the employee wishes.
- 40.06 An employee on adoption leave shall remain a member of the bargaining unit, and shall have all the benefits of this agreement, except that the employee shall not accrue leave with pay or take leave with pay during a period of adoption leave.
- 40.07 Where a doctor's certificate is provided indicating that the employee's adopted child is suffering from serious medical problems, an extension of adoption leave may be granted by the employer for up to one year, subject to operational requirements.
- 40.08 Upon returning to work, the employee shall resume their previous position, or a comparable position. The employer will make every reasonable effort to assign the employee to their previous position.
- 40.09 An employee who is not entitled to adoption leave for the reason that the employee did not give six weeks notice under clause 40.01, may be granted adoption leave by the employer, subject to operational requirements.
- 40.10 An employee who has been in the continuous service of the employer immediately prior to the commencement of the adoption leave for 2000 hours or one year, whichever occurs later, shall be entitled to:
- a) a cash payment equivalent to the allowance the employee receive in

- adoption benefits for a two week period from the Unemployment Insurance Commission, or
- b) where the employee is not entitled to unemployment insurance benefits for adoption purposes, an equivalent cash payment to what the employee would have received if the employee were eligible.

40.11 Where an employee who receives a cash payment under Clause 40.10 does not return to work following adoption leave, or terminates their employment within six months of returning to work, shall reimburse the employer for the payment received. The amount may be deducted from compensation otherwise payable to the employee, and may be recovered by the employer through the civil court process if necessary.

ARTICLE 41

PARTNER SUPPORT LEAVE

- 41.01 Upon receiving six (6) weeks notice of an impending birth or adoption of a child by the employee's partner, the employer may grant the employee leave without pay for up to 26 weeks, provided the employee has completed their probationary period.
- 41.02 The leave may be taken for any period less than 26 weeks as requested by the employee, and may be taken before or after the arrival of the child, or partially before and partially after.
- 41.03 An employee on partner support for longer than two months must give the employer a month's notice of intention to return to work at the agreed upon date. Otherwise, the employer will make reasonable efforts to contact the employee within the next two weeks to determine the employee's intentions. If the employer cannot contact the employee, their employment is deemed to terminate on the date on which the employee should have notified the employer.
- 41.04 If an employee on partner support leave decides not to return to work, and notifies

the employer of this one month prior to the previously agreed upon date of return, the employee's employment shall terminate on the date on which the leave was due to expire, or at any sooner date the employee wishes.

- 41.05 An employee on partner support leave remains a member of the bargaining unit, and shall receive the benefits of this agreement except that the employee shall not accrue leave with pay, or take leave with pay, during a period of partner support leave.
- 41.06 Subject to operational requirements, the employer may grant additional partner support leave for a reasonable period of time agreed upon between the employer and the employee.
- 41.07 Upon returning to work, the employee shall resume their previous position, or a comparable position. The employer will make every reasonable effort to assign the employee to their previous position,
- 41.08 An employee who is not entitled to partner support leave for the reason that the employee has not given six weeks notice under Clause 41.01 may be granted partner support leave by the employer, subject to operational requirements.

ARTICLE 42

LEAVE OF ABSENCE

- 42.01 All employees are eligible for leave without pay after they have completed three years of continuous employment, or 6000 hours, whichever occurs first.
- 42.02 The employer may grant permission for the employee to take leave without pay for any purpose for a period of up to twelve months, which permission shall not be unreasonably withheld.
- 42.03 Employees on leave without pay shall remain members of the bargaining unit and shall receive all the non-monetary benefits of this agreement, and that the employee shall not accrue leave with pay, or take leave with pay,

during a leave of absence under this Article.

- 42.04 An employee on a leave of absence shall confirm in writing at least two months before their leave is over that the employee intends to return to work at the agreed upon date. Otherwise, the employer will make reasonable efforts within the next two weeks to contact the employee to determine their intentions. If the employer cannot contact the employee, their employment is deemed to terminate on the date on which the employee should have contacted the employer.
- 42.05 In the event that an employee on leave without pay decides not to return to work and communicates this to the employer as per Clause 42.04 above, their employment shall terminate on the date that their leave expires.
- 42.06 Upon returning from unpaid leave, the employee shall resume their previous position or a comparable position. The employer will make every reasonable effort to assign the employee to their previous position.
- 42.07 The employee has no right to return to work earlier than the agreed upon date, but the employer may accommodate the employee's request to do so if reasonably possible.

ARTICLE 43

LEAVE WITHOUT PAY

- 43.01 Subject to operational requirements, the employer may grant an employee leave without pay where the employee is unable to work due to circumstances beyond the employee's control, which permission shall not be unreasonably withheld.

ARTICLE 44

EDUCATIONAL LEAVE

- 44.01 This Article is in addition to Article 29.

- 44.02 Educational leave is defined as a leave of absence for one month or more for educational training, courses or seminars which pertain to the employee's employment. Educational leave will normally be taken at a recognized institution of learning.
- 44.03 Subject to operational requirements, the employer will grant Educational Leave as requested by an employee, provided at least 30 days notice in writing has been given. Approval for educational leave will not be withheld without reasonable cause.
- 44.04 Educational leave may be taken for a maximum of one year, unless otherwise agreed upon by the employer and the employee.
- 44.05 The employer recognizes that education is a continuing process. Accordingly, the employer shall allow the Union to sponsor educational functions such as seminars, workshops, lectures and Union meetings on topics related to employment, to be held on the employer's premises during the employees' lunch period or following the regular working hours. Prior arrangement for such functions shall be made with the employer and no such function shall be permitted where it will interfere with the normal operation of the centre.

ARTICLE 45

LABOUR - MANAGEMENT RELATIONS COMMITTEE

- 45.01 A Labour-Management Relations Committee (LMRC) shall be established consisting of an equal number of management representatives and union representatives as per Article 6.
- 45.02 The mandate of the LMRC is advisory only; it shall have no decision-making power. The LMRC may make such recommendations as it deems appropriate to the union or to the employer in accordance with the scope of its mandate under Article 45.03.
- 45.03 The LMRC may discuss and make recommendations concerning any matter arising under this agreement. In addition, with the approval of

all members of the LMRC, the LMRC may discuss any other matter the parties wish, and may make such recommendations to the employer or the union as the parties deem appropriate.

- 45.04 Unless otherwise required by a particular Clause in this agreement, the discussion of a subject at an LMRC meeting is deemed to be consultation with employees for the purposes of this agreement.
- 45.05 The LMRC shall meet once per month, unless both parties agree that a meeting is not necessary. The meetings shall be no longer than one hour in duration. Where there is urgent business that cannot wait until the next meeting, a special LMRC meeting may be held with the agreement of both parties.
- 45.06 As much as possible, LMRC meetings will be scheduled during regular hours of work. No employee shall suffer a loss of pay, or a loss of other benefits, such as lunch break or coffee break, due to attendance at an LMRC meeting.
- 45.07 If it is not possible to schedule an LMRC meeting during regular hours of work, the time spent by the employee to attend the meeting, up to a maximum of one hour per meeting, shall be considered hours worked.
- 45.08 The employer will prepare an agenda for LMRC meetings comprised of all items requested by a union representative or an employer representative, provided the item falls within the mandate of the LMRC as per Clause 45.03.
- 45.09 The employer representatives and the union representatives on the LMRC will share the duty of preparing the minutes, unless otherwise agreed upon by the parties. Each party will sign the minutes, indicating their agreement that the content reflects the discussion. The union representative will then place the minutes on the bulletin board for the information of all employees.

ARTICLE 46

NO STRIKES OR LOCKOUTS

- 46.01 The employer will not cause or direct any lockout of its employees during the term of this agreement.
- 46.02 The union agrees that there will be no strike, work stoppage, or slowdown during the term of this agreement. If any such action takes place, the union will repudiate it forthwith and require the employees to return to work.
- 46.03 The employees shall have the right to refuse to cross a legal picket line at the employer's premises, provided the employer is given seven days notice by the union of such impending picket line to make alternate arrangements for service to clients. In making such arrangements, the employer will consult with the union,
- 46.04 Employees have the right to refuse to cross a legal picket line that is located elsewhere than on the employer's premises.
- 46.05 Any employee who is not working due to exercising their rights under Clause 46.03 or Clause 46.04 is considered on leave without pay.

ARTICLE 47

DEALING WITH GOVERNMENTS

- 47.01 Where the employer intends to make any report or recommendation directly or indirectly to any level of government concerning childcare policy or conditions of employment affecting members of the bargaining unit, the employer will provide advance notice to the union of their report or recommendation(s) to allow the union a reasonable time to make their views known to the employer.
- 47.02 Where the union intends to make any report or recommendation directly or indirectly to any level of government concerning childcare policy or conditions of employment affecting members of the bargaining unit or the employer, the union will provide advance

notice to the employer of their report or recommendation(s) to allow the employer a reasonable time to make their views known to the union.

- 47.03 The employer will keep an open file accessible to all employees containing all current information the employer receives from any Government or the union affecting childcare or the conditions of employment of the members of the bargaining unit. Dated information will be filed and accessible to employees for a reasonable period of time and thereafter sent to the Yukon College Library.

ARTICLE 48

JOB SHARING

- 48.01 An employee(s) may apply to the employer to share one (1) full time position in accordance with subsection (k) and with the following provisions:

- (a) A formal proposal must be presented to the employer outlining the specifics of the job-sharing arrangement. This proposal must be submitted to the employer at least six (6) months in advance of the proposed start date. This time limit may be shortened by mutual agreement. The employee(s) making the job-sharing proposal will be referred to as the team members for the duration of this Article.
- (b) A schedule must be submitted to the employer, or the employer's representative, outlining the proposed hours of work for each team member for a complete calendar month not less than one (1) week before the schedule is to take effect. This schedule will reflect a sharing of the hours of work as defined in Article 14 of this Collective Agreement, and the paid holidays (if any) as defined in Article 33 of this Collective Agreement. The employer or the employer's representative will not arbitrarily refuse a proposed schedule, or exercise unfair or discriminatory judgement in approving this schedule.

- (c) The cost of salaries shall not exceed the cost of one (1) full-time position. The employer shall continue to pay one hundred percent (100%) of the benefits as outlined in this Collective Agreement, for each team member.
- (d) Paid general holidays, sick leave and vacation pay shall be paid on a pro-rata basis.
- (e) Team members shall not be responsible for the duties performed by the other team member under any circumstances.
- (f) Each team member shall be entitled to fifty percent (50%) of the leaves as outlined in the Collective Agreement.
- (g) The job-sharing arrangement shall be implemented for a trial period of six (6) months. Review periods shall be scheduled within this trial period at the agreement of the employer and the team members. The job-sharing arrangement may be terminated by the employer or by either team member at any time during the trial period provided that at least one (1) calendar month notice is given. If the job-sharing arrangement is terminated during the trial period for any reason, both team members shall return to their original job status. At the end of the trial period, both team members will forfeit their right to return to their original job status, except by mutual agreement between the employer and the team members.
- (h) A limit of one (1) full-time position per Centre may become job-sharing positions unless mutually agreed upon by the employer and the employees.
- (i) If an employee is requesting to job share a position for which they were not originally hired, then this employee will be subject to a normal hiring procedure for the position. If the employee is found to be unsuitable for the position as a result of the hiring procedure, then the request for job-sharing shall be refused.

(j) If one team member vacates the job-sharing arrangement for any reason, then the vacancy shall be posted as a job-sharing position and filled in accordance with Article 27, unless the remaining team member requests a full-time position. If the position cannot be filled by this process, the employer reserves the right to terminate the job-sharing arrangement with respect to this position. If the job-sharing position is terminated, the remaining team member shall be required to assume the full-time responsibilities of the job in order to retain their original job status pursuant to this Article.

(k) The staff and parents in the affected program must be advised of the request and invited to present their views to the Board, and it shall only be granted by the employer if there is unanimous consent of those staff members in the affected program. Such job-sharing arrangements will not be unreasonably or arbitrarily denied.

The staff members requesting the job sharing must be present when the proposal is presented to the Employer.

ARTICLE 49
UNION LABEL

49.01 In order that the general public may be aware of the benefits of a unionized public service, the P.S.A.C. Union Label may be displayed prominently throughout the service provided there is no cost to the employer.

ARTICLE 50
STAFF/CHILD RATIO

50.01 The employer and the union agree that a reasonable ratio of staff to children in the day care is essential if the children's physical, intellectual, social and emotional development needs are to be fulfilled. Therefore, the employer will strive wherever possible to maintain an overall staff/child ratio which is lower than those outlined in the Yukon Child Care Act.

ARTICLE 51

INSURANCE

- 51.01 The employer agrees to maintain as a minimum, the liability insurance as contained in the Policy attached as Appendix A throughout the course of this agreement.

ARTICLE 52

INTERNAL INVESTIGATIONS OF CHILD ABUSE ALLEGATIONS
AGAINST STAFF

- 52.01 This Article applies to formal allegations of abuse made against a staff member concerning a child at the centre.
- 52.02 The investigation of abuse under this Article is in addition to any other legal obligations the centre or child care workers may have, including obligations under the Child Care Act. The investigations under this Article is also in addition to any other investigations that may be underway by other agencies,
- 52.03 For the purposes of this Article, "abuse" means :
- a) physical abuse, namely an act or omission which results in or may result in a non-accidental injury to a child, e.g. beating the child, failure to provide reasonable protection from physical harm, provided the act or omission could not be considered reasonable discipline;
 - b) emotional abuse, namely acts or omissions that result in or potentially result in psychological harm to the child, e.g. verbally demeaning the child; or
 - c) sexual abuse, namely any sexual activity involving the child that could be a violation of the Criminal Code, or render the child in need of protection under the Children's Act, e.g. intercourse, molestation, exploitation for the purposes of pornography.

- 52.04 The employer will adopt a procedure for investigating all formal allegations of abuse of a child at the centre by the staff.
- 52.05 The procedure under Clause 52.04 shall include, at a minimum:
- 1) The method by which a parent or other person may make a formal oral or written allegation of abuse against a staff member;
 - 2) The requirement that the Chair of the Personnel Committee of the Board of Directors be notified of every formal allegation of abuse made under this Article;
 - 3) A system of deciding who will conduct the investigation into the allegation which includes:
 - a) the power of the Personnel Committee to appoint the director or any other person to conduct the investigation on behalf of the centre;
 - b) a bar to the director investigating any allegation of abuse that involves the director personally; and
 - c) the requirement that an allegation of sexual abuse be conducted by a person with special knowledge of child sexual abuse, and preferably a person from outside the centre.
 - 4) A requirement that a written report of every investigation in the form attached as Appendix B, or a comparable form, documenting:
 - a) the nature of the allegation,
 - b) the steps taken to investigate it,
 - c) the conclusion reached by the investigator as per Clause 52.06,
 - d) the response of the parent (and person making the complaint, if different) to the conclusion reached by the investigator, and
 - e) the response of the staff member involved.

- 52.06 The report of the investigation prepared under Clause 52.04 shall reach one of three conclusions:
- a) that no abuse occurred
 - b) that abuse did occur
 - c) that it could not be determined whether abuse occurred or not.
- 52.07 Where the outcome of the investigation falls under 52.06 (b) or (c), the investigator may make recommendations to the Board for the purposes of Clause 52.10 or 52.11 as the case may be.
- 52.08 Every investigation under this Article is to be completed as soon as possible, and in any case not more than two weeks after the formal allegation is made, unless an extension is approved by the Chair of the Personnel Committee for justifiable reasons.
- 52.09 The Board shall receive the report of every completed investigation as soon as possible after it is completed and shall make its decision under Clause 52.10, 52.11, or 52.12 at the earliest opportunity.
- 52.10 Where the Board is satisfied that no abuse occurred, the complaint shall be dismissed, and the person making the complaint shall be notified immediately. No action shall be taken against the staff member, and no information concerning the allegation or the investigation shall be maintained in the staff member's personnel file or disclosed to any other person. The original record of the investigation shall be given to the staff member involved, and no copies shall be kept by the employer or any member of the Board of Directors,
- 52.11 Where the Board is satisfied that abuse did occur, the Board shall determine what actions shall be taken as a result.
- 52.12 Where the Board is satisfied that it cannot be determined whether abuse occurred or not, the Board may determine what if any actions shall be taken, except that no action shall be taken against any staff member except as provided under Clause 52.14.

- 52.13 The decisions of the Board under Clause 52.10, 52.11 or 52.12 shall be recorded as the final disposition of the allegation and shall form part of the report prepared under Clause 52.05.4.
- 52.14 Where the employer is asked to provide a reference concerning a staff member's care of children, and the staff member has been the subject of an investigation under this Article in which the final disposition fell under Clause 52.11 or 52.12., the employer shall give a verbal summary of the nature of the allegation, the steps taken to investigate it, and the final disposition by the Board. As well, the employer shall offer to provide a more extensive written summary of the report prepared under this Article provided that the confidentiality of other individuals is maintained.
- 52.15 The employer will, upon request, pay for counselling for up to four hours for any staff member who was subjected to an investigation under this Article where the final disposition fell under Clause 52.10.

ARTICLE 53

EMPLOYMENT CONFIRMATION AND REFERENCES

- 53.01 The employer will not release information concerning a current or past employee to a person seeking a reference, unless in accordance with this Article, or with the consent of the employee.
- 53.02 If the employer is asked to provide a reference for a current or past employee, the employer shall:
- a) confirm the nature and duration of the employment;
 - b) provide the information as required under Article 52.05 (4), if any; and
 - c) provide a statement that it is the employer's policy not to provide information beyond (a) and (b) without the consent of the employee.

53.03 The employer may provide a letter of reference to a current or past employee at the request of the employee, so long as the letter complies with Clause 53.02 (a) and (b) at a minimum,

ARTICLE 54

MANAGEMENT I

54.01 The management of the child care centre is the exclusive right of the employer.

54.02 With respect to working conditions, in matters covered by this agreement, the employer agrees to exercise its discretion in a fair and reasonable manner.

54.03 The direction of employees, including the hiring, firing, promotion and demotion of employees, is the exclusive right of the employer except as otherwise specified in this agreement.

54.04 The employer has the right to make policies and rules not inconsistent with this agreement. Where such policies or rules affect employees, they will only be made following consultation with employees. The employer will post any new policies or rules affecting employees on the bulletin board once they are adopted.

ARTICLE 55

TERMINATION


55.01 The employment of an employee is terminated when:

- a) the employee is dismissed for cause under Article 30, and not reinstated;
- b) the employee is dismissed while on probation under Article 24, and is not reinstated;

- c) the employee is dismissed for cause other than for the employee's misconduct under Article 30, i.e.:
 - i) incompetence in the performance of duties that is not discipline-related;
 - ii) incapacity due to mental or physical health problems, or
 - iii) the failure to maintain any minimum mandatory qualifications for the position as required by law, or as specified by the employer at the time of hire;
- d) the employer permanently ceases operations;
- e) the employee resigns;
- f) the employee is deemed to have resigned under the provisions of Clause 55.03 or 55.04 below, as long as the deemed resignation has not been waived by the employer under Clause 55.05;
- g) the employee has been laid off under Article 11, and has not been recalled within one year; or
- h) a casual employee is terminated under Article 15;
- i) the term for which a term employee was hired expires, unless the employee is otherwise in the employ of the employer.

55.02 Where the employer intends to permanently cease operations, the employer will provide reasonable notice to the union depending on all the circumstances, and will make reasonable efforts to reduce the negative impact on employees through consultations with the union.

55.03 An employee is deemed to have resigned if the employee fails to show up for work for three consecutive working days without notifying the employer or without having obtained permission for a -leave, which permission will not be unreasonably withheld.

- 
- 55.04 An employee is deemed to have resigned if they fail to return to work after a leave and
- a) three consecutive working days have passed, and the employee has not contacted the employer, or
 - b) the employer will not grant permission for an extension of the leave, which permission will be given if it is fair and reasonable to do so.
- 55.05 Where the employee has not contacted the employer under Clause 55.03 or 55.04, the deemed resignation under either Clause may be waived by the employer in extenuating circumstances.

ARTICLE 56

DURATION, RENEWAL AND RETROACTIVITY

- 56.01 This agreement shall be binding and remain in effect from June 18, 1991 to June 19, 1994.
- 56.02 Unless otherwise specified, all provisions of this agreement take effect on the date of ratification, namely January 25, 1994.
- 56.03 The provisions of this agreement, including the provisions for processing of grievances under Article 31, shall remain in effect during the negotiations for its renewal and until a new agreement becomes effective.
- 56.04 Within three (3) months preceding the termination of this agreement, either party may by written notice require the other party to begin bargaining collectively with a view to the conclusion, renewal or revision of this Collective Agreement.
- 56.05 This agreement may be amended by mutual consent.
- 56.06 Where notice to commence collective bargaining has been given under Clause 56.04, the employer shall not without consent by or on

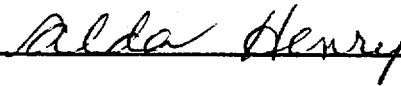
behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees in the bargaining unit which was in force on the day on which the notice was given until a renewal or revision of the agreement, or a new Collective Agreement, has been concluded.

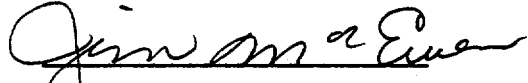
SIGNED at the City of Whitehorse, in Yukon, this 10th day of February, A.D. 1994.

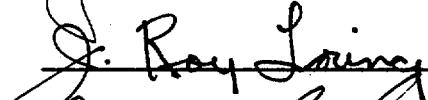
The Playcare Centre Society

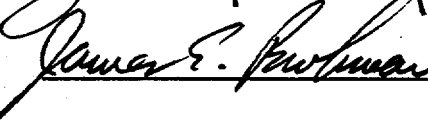
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MEMORANDUM OF 1

1. The parties agree that some of the provisions of this Collective Agreement cannot be implemented until such time as funding becomes available. As a result the following provisions shall be dealt with as follows:

Article 21 - Severance Bonus

Subject to paragraph 2, this Article has no force and effect.

Article 34 - Bereavement Leave

Subject to paragraph 2, all paid leave granted in this Article shall be granted as unpaid leave.

Article 36 - Family Illness Leave

Subject to paragraph 2, all paid leave granted in this article shall be granted as unpaid leave.

Article 39 - Maternity Leave

Subject to paragraph 2, Clause 39.10 has no force and effect.

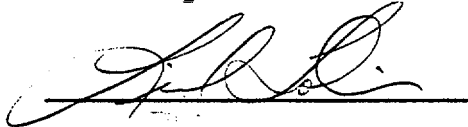
Article 40 - Adoption Leave


Subject to paragraph 2, Clause 40.10 has no force and effect.

2. In the event that the employer receives substantial increases in funding from any source during the life of this agreement, the parties will re-open the Collective Agreement for the purpose of deciding which of the above Articles could be implemented.

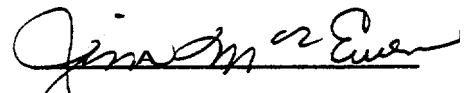
SIGNED at the City of Whitehorse, in Yukon, this 10th day of February, A.D. 1994.

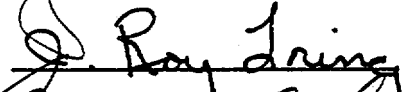
The Playcare Centre Society

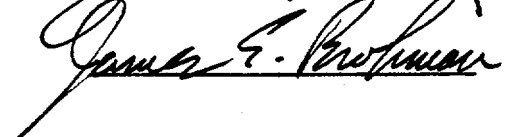




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LETTER OF UNDERSTANDING "1"

Re: Insurance

Once costs are obtained from an insurer, the parties will meet to discuss the possibility of a life insurance plan and or a long term disability plan for employees on terms mutually acceptable to the parties.

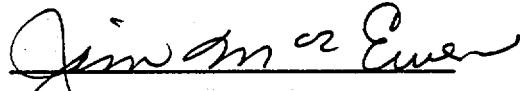
SIGNED at the City of Whitehorse, in Yukon this 10th day of February, A.D. 1994.

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Alda Henry



Jim MacEwen

J. Roy Young

LETTER OF UNDERSTANDING "2"

Re: Code of Ethics

It is the mutual intention of the parties that each centre will adopt a Code of Ethics, and that the Code for each centre will be incorporated into the next Collective Agreement.

The union will facilitate the development of a Code of Ethics by forming a committee comprised of a representative from the staff of each centre to develop a draft Code of Ethics. This will be forwarded to the LMRC of each centre with a request that they recommend its adoption by the Board of Directors of the centre.

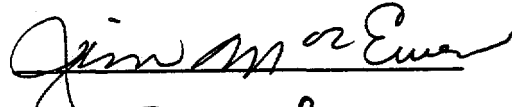
SIGNED at the City of Whitehorse, in Yukon this 10th day of February, A.D. 1994.

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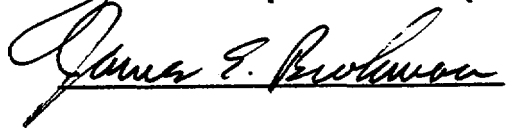
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Aida Henry



J. Roy Loring



LETTER OF UNDERSTANDING "3"

Re: **Leave of Absence for Elected Union President**

Effective on the date of signing of this agreement, the Employer agrees to authorize a leave of absence to one employee who is elected as President of the Yukon Employee's Union subject to the following conditions:

1. The authorized leave will be for the term of appointment designated by the Union to a maximum of three years.
2. Upon the expiry of the term of office, the employee will assume the duties of the position held by the employee prior to the leave of absence.

If the employee is re-elected for subsequent terms, they shall continue to be on leave. Upon completion of their term of office the employee will be guaranteed a position at the same level they held before their leave.

3. If the employee ceases to hold office, the employee will return to the position held by the employee prior to the leave of absence.
4. The Union agrees to provide the Employer with one month's written notice of the commencement and termination of this leave of absence.

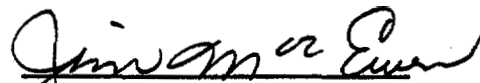
SIGNED at the City of Whitehorse, in Yukon, this 10th day of February, A.D. 1994.

The Playcare Centra Society

Public Service
Alliance of Canada



Alda Henry



J. Ray Laing

James E. Robinson


LETTER OF UNDERSTANDING "4"

RE: **Article 33 - Vacation Leave**

The parties agree the provisions of Article 33.02 and 33.03 will have no force and effect until the parties have met to discuss the financial ability of the employer to **adhere** to their obligations under the clauses. The parties agree to meet within sixty (60) days of signing of the Collective Agreement to discuss the options available to implement clauses 33.02 and 33.03.

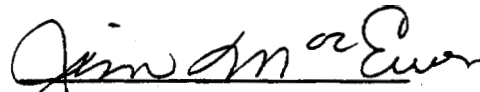
SIGNED at the City of Whitehorse, in Yukon, this 10th day of February, A.D. 1994.

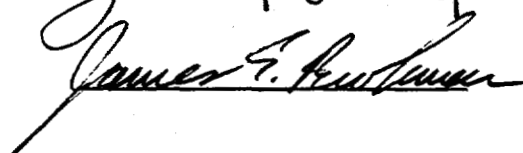
The Playcare Centre Society



Aida Henry

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Alliance of Canada



J. Roy Loring


SCHEDULE A
CLASSIFICATION (ARTICLE: 16)

PLAYCARE CENTRE SOCIETY WAGE SCALE
EFFECTIVE SEPTEMBER 27, 1993

	Probation	6 Months 1,040 Hours	1 - 2 Years 2,080 Hours	3 - 4 Years 4,135 Hours	5 - 6 Years 8,320 Hours	7 - 8 Years 12,480 Hrs.	9-10 Years 16,640 Hrs.	11+ Years 20,800
CHILD CARE WORKER •NO Training	8.50	9.00	9.50	10.05	10.65	11.30	12.00	12.70
•Level 1	9.00	9.50- 9.95	10.00-10.50	10.65-11.20	11.35-11.95	12.10-12.75	12.90-13.60	13.60
*Level 2	10.00	10.50-10.95	11.10-11.60	11.75-12.30	12.45-13.05	13.20-13.85	14.00-14.70	14.70
•Level 3	11.50	12.00	12.60	13.25	13.95	14.70	15.50	16.20
SCHOOL AGE SUPERVISOR*	13.50	14.00	15.00	15.65	16.30	16.95	17.60	18.10
COOK	10.50	11.05	11.65	12.25	12.85	13.50	14.10	14.95
JANITOR	10.00	10.50	11.05	11.65	12.05	12.65	13.05	13.85

Level 1 - Introduction to Early Childhood Development or Child Growth & Development 1 or Equivalent

Level 2 - 1 Year of Early Childhood Development or Equivalent

Level 3 - 2 Year Diploma in Early Childhood Development or Equivalent

* based on Level 3 with 3 - 4 years experience.

Pay Notes:

- For purposes of pay increases experience shall be measured in hours worked.

- The pay increase in Levels 1 & 2 above (excluding the experience increase) shall take effect upon successful completion of 50 percent of the course credits required to attain the next level or equivalency as determined by the Child Care Services Unit.

SCHEDULE B
TEE PLAYCARE CENTRE SOCIETY
HOURS WORKED FROM APRIL 1, 1990
INCLUDING HOURS FROM CAROL'S PLAYCARE

NAME	BAL FORW Se 30/93	Oct2/93	Oct16/93	Oct30/93	Nov13/93	Nov27/93	Dec11/93	Dec25/93	TOTAL
Roy Loring	15182.75	8	64	81	64				15399.75
Isabelle Valerdi	8844.5								8844.5
Lenore Goodman	8628.5								8628.5
Rosario Freitag	6643.25	8	72	76.5	80				6879.75
Michelle Campbell	5819.25								5819.25
Laurie Downes	5482.75		6.5	6.5	5.5				5501.25
Linda Quaedvlieg	5082.25	8	71.5	80	76				5317.75
Florence Washpan	4027.75								4027.75
Nuala Naughton	3336	8	72	81	80				3577
Nicole Pye	2077		16	31.5	42				2166.5
Corine Boen	2415.25								2415.25
Sonja McGee	1326.25								1326.25

NAME	BAL FORW Se 30/93	Oct2/93	Oct16/93	Oct30/93	Nov13/93	Nov27/93	Dec11/93	Dec25/93	TOTAL
Therese Archambault	1190.5								1190.5
Andrea Rosevear	1165.5								1165.5
Deb Pals	766.25	8	72	72		79.25			997.5
Darlene Pollard	757.25								757.25
Mary Dutheil	381.25	8	59.5	80	64				592.75
Paulette Morrice	324	a	76.5	81	80				569.5
Neva Kwok	550								550
Lorrie Carlson	515								515
Beverley Duesener	348								348
Tarhan Hodgenson	247.5								247.5
Doug Gibb	134	6.5	52	53.5	52				298
Barb Russell	236.75								236.75
Elizabeth Loque	34.5	a	49.5	46	51				189
Belinda Stick	90.25								90.25

NAME	BAL FORW Se 30/93	Oct2/93	Oct16/93	Oct30/93	Nov13/93	Nov27/93	Dec11/93	Dec25/93	TOTAL
Karen Garrett	89								89
Bev Morrison	18	8	24		18				68
Barb Mason	66								66
Cory Gates	60.75								60.75
Jasmine Sommers	55								55
Jason Krause	26								26
Tanya Kowalchuck	24								24
Jennifer Charbonneau	10								10
<u>JANITORIAL</u>									
Belinda Poyntz	699.5	3	34	32	25				793.5
Pam Krause	49								49
colin Croquet					11				1

80

CAROL'S PLAYCARE CENTER

Roy Loring	8666	Rosario Freytag	1733
Michelle Campbell	1730	Laurie Doenes	4000
Linda Quaedvlieg	1054	Lenore Goodman	3120
Nicole Pye	865	Isabelle Valverdi	2599

APPENDIX A

INSURANCE
(Article 51)

T. A. Firth & Son Limited

Box 4370
Whitehorse, Yukon Y1A 3T5

Phone:
668-4411

August 30, 1993

CONFIRMATION OF INSURANCE EFFECTED

INSURED WITH -

Commercial Union
Assurance Co. of Canada
Western Region Branch,
Calgary, Alto.

Policy # CNN6296749

INSURED: THE PLAYCARE CENTRE SOCIETY

We wish to advise having effected the
following insurance for your account :

KIND OF INSURANCE: Comprehensive General Liability

AMOUNT \$1,000,000.00 Limits B/1/ & P.D.

ON Operations of DayCare Facilities

LOCATION Loc. #1. - #5131 - 5th Avenue, Whitehorse.
Loc. #2. - #4181 - 4th Avenue, Whitehorse.
(Whitehorse Elementary School)

TERM OF BINDER: 60 Days

TERM OF POLICY: From July 5, 1993
To July 5, 1994

CONDITIONS- SUBJECT TO ALL THE TERMS AND CONDITIONS
OF THE STANDARD FORM OF POLICY

LOSS PAYABLE: Insureds

Nov. 12, 93
A. Henry
J. [unclear]
James S. [unclear]
Leslie [unclear]

[Signature]
T.A. FIRTH & SON, LIMITED
Per: Thomas P. Firth
Authorized Agents.

This document is intended for use as evidence that
insurance described above has been effected. Immediate
advice must be given of any errors or omissions or
necessary changes.

"Serving the Yukon Since 1898"

APPENDIX B

ALLEGATIONS OF SEXUAL OR PHYSICAL ABUSE
(See Article 52 of the Collective Agreement)

The purpose of this form is to provide an objective and thorough documentation of allegations of sexual or physical abuse of children in the centre by child care staff.

PART A (To be completed by the investigator)

1. General Information

Date the complaint came to the attention of the Centre: _____

Individual against whom the complaint was made: _____

Child's name: _____

Person making the complaint: _____

Parent or guardian notified: Name: _____ Date: _____

Investigator: _____ Position: _____

2. Nature of the complaint

In this section, indicate the nature of the complaint and how the allegation was brought to the Centre's attention. Give a complete description of the alleged sexual or physically abusive act.

3. Actions taken to investigate the allegation

In this section, describe the steps taken by the Centre itself to investigate the complaint. Ensure that the names of all persons interviewed are indicated, as well as a description of what the person said. Also indicate the nature of any other investigations arising from the incident, e.g. RCMP, Child Protection Unit, etc. and the names of investigators known to the centre.

4. Outcome of the investigation

In this section, describe the evidence on which the outcome is based, and the rationale for the outcome reached. Please note that the outcome must comply with Clause 52.04 of the Collective Agreement, i.e. you must reach one of three conclusions:

- a) that no abuse occurred
- b) that abuse did occur
- c) that it could not be determined whether abuse occurred or not.

Describe any further actions taken at the outcome of the investigation.

PART B (To be completed by the parent or guardian of the child *if* they *so* wish. Otherwise, please indicate that the opportunity to do *so* was declined.)

5. Satisfaction with the investigation

Please indicate your degree of satisfaction with the manner in which *the* complaint was investigated, and whether you are in agreement with the outcome of the investigation:

PART C (To be completed by the child care worker under investigation if they *so* wish. Otherwise, please indicate that the opportunity to do *so* was declined.)

6. Satisfaction with the investigation

Please indicate your degree of satisfaction with the manner in which the complaint was investigated, and whether you are in agreement with the outcome of the investigation:
