

Collective Agreement

between

Public Service Alliance of Canada

(As Represented by its Component Yukon Employees Union)

and

Nakwaye Ku Child Care Society

**Effective From: January 1, 2023
To: December 31, 2025**

**Public Service Alliance
2285 2nd Ave,
Whitehorse YT, Y1A 1C9**

**Nakwaye Ku Child Care Society
P.O. Box 2799,
Whitehorse YT, Y1A 5K4**

TABLE OF CONTENTS

Article 1 Purpose of Agreement.....	3
Article 2 Definitions	3
Article 3 Application.....	4
Article 4 Union Recognition.....	5
Article 5 Union Security.....	5
Article 6 Appointment of Union Representatives.....	6
Article 7 Time Off for Union Business	6
Article 8 Information.....	8
Article 9 Bulletin Board Space.....	9
Article 10 Job Security and Contracting Out.....	9
Article 11 Lay-Offs.....	9
Article 12 No Discrimination.....	11
Article 13 Workplace Harassment	12
Article 14 Positions and Categories of Employment	13
Article 15 On Call Employees.....	15
Article 16 Classification.....	15
Article 17 Statement of Duties	16
Article 18 Overtime.....	16
Article 19 Transportation and Meals	17
Article 20 Pay Administration.....	18
Article 21 Severance Bonus	18
Article 22 General Holidays	19
Article 23 Dealing with Clients.....	20
Article 24 Probationary Employees.....	21
Article 25 Seniority	22
Article 26 Job Performance Evaluation	23
Article 27 Filling Positions, Promotions and Transfers.....	24
Article 28 Acting Assignments	25
Article 29 Staff Training and Development	26
Article 30 Discipline	27
Article 31 Grievance Procedure	29
Article 32 Safety and Health.....	32
Article 33 Vacation Leave	34
Article 34 Bereavement Leave.....	36
Article 35 Sick Leave.....	37
Article 36 Special Leave.....	38
Article 37 Leave for Witness / Jury Duty	40
Article 38 Injury on Duty Leave	40
Article 39 Maternity Leave.....	41
Article 40 Adoption Leave	42
Article 41 Partner Support Leave.....	44
Article 42 Leave of Absence	44
Article 43 Leave without Pay.....	45

Article 44 Educational Leave	45
Article 45 Labour – Management Relations Committee	46
Article 46 No Strikes or Lockouts	47
Article 47 Dealing with Governments	47
Article 48 Job Sharing.....	48
Article 49 Union Label.....	49
Article 50 Staff / Child Ratio	49
Article 51 Insurance	49
Article 52 Internal Investigations of Child Abuse Allegations Against Staff	50
Article 53 Employment Confirmation and References	52
Article 54 Christmas Period	53
Article 55 Program Planning.....	53
Article 56 Management Rights	53
Article 57 Termination	54
Article 58 Registered Retirement Savings Plan.....	55
Article 59 Dental Plan / Long Term Disability	55
Article 60 Social Justice Fund	55
Article 61 Compassionate Care Leave without Pay.....	55
Article 62 Family Violence Leave.....	56
Article 63 Leave for Traditional Indigenous Practices.....	56
Article 64 Northern Travel Allowance.....	56
Article 65 Duration, Renewal and Retroactivity	56
Letter of Understanding “1”	59
Letter of Understanding “2”	60
SCHEDULE A Wage Schedule	63
SCHEDULE B Seniroity List	65

Article 1

Purpose of Agreement

- 1.01 The purpose of this Agreement is to maintain a harmonious and mutually beneficial relationship between Nakwaye Ku, the employees of Nakwaye Ku and the Alliance, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.01 Further, the parties agree:
- 1) 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;
 - 2) To 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;
 - 3) To encourage and promote the development of accessible, affordable, quality child care as a universal right for all parents and children;
 - 4) 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;
 - 5) 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
 - 6) To maintain a high standard of care for children, and promote their cognitive, physical and emotional development.

Article 2

Definitions

- (a) bargaining unit – all staff of the centre employed by the Employer on or after the date of recognition (June 19, 1991) but not including the director or any other person excluded by a Letter of Understanding;
- (b) bargaining unit work – work regularly done by any member of the bargaining unit;
- (c) Board of Directors – the management of the centre as defined in its constitution and by-laws;

- (d) Centre – the workplace;
- (e) Classification – a group of one or more positions as described in Article 16;
- (f) Client – a child enrolled at the centre or otherwise receiving services from the centre, and the child’s primary caregivers;
- (g) Consultation with employees – unless otherwise specified, discussions at a Labour Management Relations Committee under Article 45
- (h) Contract work – work other than bargaining unit work, which would normally be funded from sources outside the Employer’s usual funding source;
- (i) Continuous service – without a break in the employment relationship through termination from a position under Article 57 without taking up another position with the Employer immediately;
- (j) Day – a calendar day, unless otherwise specified;
- (k) Director – the staff person at the centre responsible for carrying out the Employer’s obligations under this agreement;
- (l) Employee – a member of the bargaining unit;
- (m) Employer – the non-profit society incorporated under the name of “Nakwaye Ku Child Care Society”;
- (n) Example – an illustration or an option, not binding on the parties;
- (o) Hours worked – any hours for which the employee receives wages;
- (p) Management – the Director and the Board of Directors;
- (q) Partner – a person of the same or opposite sex with whom the employee lives as a couple;
- (r) Position – employment in a specific job classification as per Article 16;
- (s) Regular hour – the employee’s normal work day;
- (t) Representative – the employee appointed by members of the bargaining unit to represent bargaining unit members pursuant to Article 6;
- (u) 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 Employer's commencement forms shall serve as the employee's authorization for the Employer to deduct such dues.
- 5.02 An employee who declares 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 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 subject to the following conditions:
- (a) The authorized leave will be for the term of appointment designated by the Union to a maximum of three years.

- (b) Upon the expiry of the term of office, the employee will assume the duties of the position held by the employee prior to the leave of absence.
- (c) 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.
- (d) If the employee ceases to hold office, the employee will return to the position held by the employee prior to the leave of absence.
- (e) The Union agrees to provide the Employer with one month's written notice of the commencement and termination of this leave of absence.

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.
- 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 Board 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.

Lockable Storage Space

- 9.03 The Employer shall provide each member of the bargaining unit with a lockable storage space. The storage space shall be located on the floor area. Spaces will be allocated on the basis of seniority.

Article 10

Job Security and Contracting Out

- 10.01 There shall be no contracting out of bargaining unit work.
- 10.02 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 in furtherance of the contract is bargaining unit work, and all the terms of this agreement apply to that work.
- 10.03 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.
- 10.04 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.
- 10.05 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 referred to in Article 45 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 by representatives of the Labour Management Relations Committee.
- 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.

11.13 In addition to the provisions of Article 21, Severance Bonus, employees will be given notice of layoff or pay in lieu of notice as follows:

Length of Service	Notice
After 6 months	One week
After 1 year	Three weeks
After 3 years	Four weeks
After 4 years	Five weeks
After 5 years/10,000 hours	Eight weeks or the bonus pursuant to Article 21.04, whichever is greater.

Article 12

No Discrimination

12.01 In accordance with the Yukon Human Rights Act as updated from time to time, all employees and the Employer are entitled to work in an environment free of discrimination on the basis of their:

- (a) ancestry, including colour and race;
- (b) national origin;
- (c) ethnic or linguistic background or origin;
- (d) religion or creed, or religious belief, religious association, or religious activity;
- (e) age;
- (f) sex, including pregnancy, and pregnancy related conditions;
- (f.01) gender identity or gender expression;
- (g) sexual orientation;
- (h) physical or mental disability;
- (i) criminal charges or criminal record;
- (j) political belief, political association, or political activity;

(k) marital or family status;

(l) source of income;

(m) actual or presumed association with other individuals or groups whose identity or

membership is determined by any of the grounds listed in paragraphs (a) to (l). 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.

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

12.03 It is the Employer's responsibility to prevent and stop discrimination in the workplace.

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

12.05 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.

12.06 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, including bullying, sexual harassment and abuse of authority. For the purposes of this agreement, these are defined as follows:

(a) Personal harassment, including bullying, is offensive conduct directed to an individual personally which undermines their dignity and self-respect, and interferes with their ability to do their job or endangers their job. (Examples include racist or homophobic comments directed to an employee, disrespectful comments meant to demean a person in the eyes of clients or other employees.)

(b) 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.)

- (c) 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 in the grievance 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.
- 13.08

Complaint Procedure

At any time an employee may seek assistance and/or involvement of a Union representative when alleging harassment or discrimination or violence in the workplace in accordance with this Article.

- (a) **The employer will initiate an internal investigation or depending on the circumstances may hire an independent investigator to examine the matter and will take appropriate action to resolve the problem.**

In the event the problem is not resolved under (a) above, the Union may refer the matter to the appropriate step of the Grievance Procedure and subsequently thereafter to Arbitration if the issue is still not resolved.

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 for the purposes of this agreement as follows:

- (a) Permanent full time employment means indefinite employment for 39 hours per week;
- (b) 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;
- (c) Term employment means employment for a specified period of time in excess of eight consecutive months;
- (d) On Call employment means irregular employment on an on-call as needed basis as required by the Employer for a period not exceeding eight hundred and seventy (870) hours in a calendar year.

14.05 Term appointments will only be used to:

- (a) Fill a temporary absence or vacancy in excess of eight months;
- (b) Fulfill 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.

14.06 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.

14.07 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.

14.08 All provisions of this agreement apply to term employees.

14.09 On call employees are subject to the provisions of Article 15.

Teacher's Weekly Work

14.10 The allocation of work by teachers at the centre is as follows:

- (a) 34 hours/weekly - with children
- 2.5 hours/weekly - rest period
- 1 hour/weekly - staff meeting (if a staff meeting is not held the 1 hour will be added to child contact time).
- 1.5 hours/weekly - Program Planning as per Article 55.

- (b) Employees not covered by Article 55 will receive pay at the rate of 1.5 times their regular rate of pay when attending a staff meeting that takes place outside of their regularly scheduled hours of work.

Article 15

On Call Employees

- 15.01 The Employer will hire employees to fill on call 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 on call employees having regard to:
 - (a) The ability of the Employer to fill on call positions with qualified employees;
 - (b) The desire of the Employer to have excess bargaining unit work undertaken by permanent employees rather than on-call workers whenever possible; and
 - (c) The desire of the Employer to provide permanent full time positions rather than on call 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 On call 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 an on call 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 on call employees on a rotational basis. A period of on call employment may be for any duration less than eight hundred and seventy (870) hours. The Employer is not obliged to ensure an equitable number of days of work as between on call employees.
- 15.06 All provisions of this agreement apply to on call 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 positions 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 7.8 hours per day or 39 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 operation 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 applications of Clauses 18.08 and 18.09.

Article 19

Transportation and 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 \$0.57 per kilometer such to be adjusted annually as per the Yukon Government Travel Policy.
- 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 by the Employer, the employee will be reimbursed upon request at the rate of \$.12 per kilometer, 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 Employer will make a reasonable effort to provide the employee with a meal break as near as possible to the middle of their shift.
- 19.06 If 19.05 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

Pay Administration

- 20.01 The wage schedule covering all employees occupying positions shall be set out in Schedule "A", forming part of this agreement.
- 20.02 Employees shall receive equal pay for work of equal value 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 in the event an employee is laid off.
- 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 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 sufficient funding.

Article 22

General Public Days

22.01 The following days are general holidays with pay:

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

And, any day proclaimed by the Government of Canada as a National Statutory day or the Yukon Legislature as a Yukon Statutory day other than noted in 22.01 above, shall be proclaimed as a designated Statutory paid 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 7.8 hours. General holiday pay for permanent part-time employees and on call employees for a general holiday on which they do not work shall be the equivalent of ten percent (10%) of the employee's wages for the hours paid in the two (2) week period immediately preceding the week in which the general holiday falls.

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 general 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. Employees in a job share arrangement as per Article 48 shall be granted four (4) hours holiday with pay on her next regularly scheduled working day immediately following the general. If operational requirements necessitate an employee working the four (4) hours off on the day to which the holiday is moved, Clause 22.03 applies.
- 22.05 Where a general holiday falls on a day that is not a scheduled work day for a on call 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 unless the employee is not scheduled due to a job share arrangement as per Article 48 of this Collective Agreement.
- 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. Unless the employee is absent due to a job share arrangement as per Article 48 of this Collective Agreement. In such a case, they shall receive holiday pay on a pro-rated basis based on the hours worked bi-weekly compared to a full-time employee.
- 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.
- 22.09 Employees shall be granted leave with pay for all regular working days falling in the period between December 24th and January 1st. This will include a half day on December 24th and full day on December 31st when those days fall on a weekday.**

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 child care 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:
- (d) “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.
- (e) 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;”

- (f) Participate in debriefing sessions, and seek input from other staff, the Director or professional agencies where appropriate; and
- (g) 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 Employees

- 24.01 A new employee, not including an employee promoted or transferred under Article 27, shall serve a probationary period of 988 hours, but in no case shall a new employee’s probationary period extend beyond one year from 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 Employees, other than full time employees, shall receive a bonus of 20 hours of seniority credits for each 100 hours worked for the full year in a position other than a permanent full-time position. This is meant to reflect the value of the employee's length of service with the Employer more adequately. The maximum seniority credits available under this clause in any given year is 100 hours.
- 25.04 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.
- 25.05 Seniority terminates when service to the Employer terminates under Article 57.
- 25.06 Even though an employee's seniority has been terminated under Clause 25.05, 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.
- 25.07 The seniority list shall include employees hired to fill on call 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 19, 1991.

- 25.08 The seniority list of employees shall reflect the seniority of each employee from their date of hire with the Employer.
- 25.09 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 **within one month of their anniversary date of hire.**
- 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.
- 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 weakness 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 The Employer shall evaluate the Director annually. The Employer agrees to request input as outlined in Appendix "C" from the bargaining unit members prior to 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. The 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 reasonably 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 who transferred or promoted to a new position shall serve a trial period of three 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.
- 27.15 The Employer will use a three member hiring committee consisting of a Director, a Board member and one member of the bargaining unit to be selected by the bargaining unit members.

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 ten per cent (10%) above the employee's current salary.
- 28.05 In the event of an unplanned absence, the employee acting in a position will only be paid acting pay where the employee acts for more than three consecutive days, in which case the acting pay will be retroactive to the first day. In the event of a planned absence, an employee acting in a position will be paid acting pay for every day the employee acts in the position.
- 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 on call employees, except where the on call 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 Should funds permit, to provide training opportunities, the Employer will allocate a reasonable sum of money in the budget each year to be used for staff training and development. The Director and Employer, in the context of the current budget, will review all training and development proposed by staff. Staff will, where possible, apply for external funding to support training opportunities.
- 29.06 Expenditures on staff training and development from any fund allocated under Clause 29.05 will be made by the Labour-Management Relations Committee.
- 29.07 In making any decisions concerning staff training and development, the Committee 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 Committee 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, workshops or conferences paid for by the Employer may be asked to provide an in-service workshop or summary report (whichever is the most appropriate way of disseminating the information received (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 and/or follow-up work that is related to individual staff professional development at Nakwaye Ku Child Care Centre at a date mutually acceptable to the Employer and the employee.
- 29.14 In the event an employee leaves the Centre within six months of receiving their initial First Aid and Safety Training, the Employer may recover the full cost of such training from the employee's final pay.

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 initialed 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 employee's 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 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 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, emotion 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 double-registered mail.

31.13 The Level 1 procedure is as follows:

- (a) Within 10 days of receiving the grievance, the Director will render their decision and forward it to the Union as per Clause 31.12.
- (b) 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:

- (a) The Union may present the grievance to the Board of Directors within 10 days of receiving the Level 1 decision.
- (b) 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.
- (c) The Board of Directors shall render its decision within 30 days, and communicate it to the Union as per Clause 31.12.
- (d) The Board of Directors may appoint a committee to carry out its obligations at the Level 2 grievance procedure.

FMCS Mediation

As an alternative to 31.15 below, the parties may jointly agree to the following joint approach to level 3 procedure:

The Union and the Employer may within ten (10) calendar days after the date in which the final Level 1 response has been received, jointly submit a request to the Federal Conciliation and Mediation Services (FMCS) for mediation assistance. In the case where such a request is jointly submitted, it is understood by the parties the referral to arbitration timelines in Clause 31.16 will be suspended during this step.

If the mediation is unsuccessful in resolving the grievance, then either party may invoke the Arbitration Procedure as per Clause 16.01 within twenty (20) calendar days of the conclusion of the mediation process.

31.15 The Level 3 procedure is as follows:

- (a) The Union may make a written request for mediation within 10 days of receiving the Level 2 decision.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) The Employer and the Union shall each pay one half of any fees or expenses related to mediation.
- (f) 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.
- (g) If the mediation is unsuccessful, the mediator shall confirm this in writing, and forward it to the parties as per Clause 31.12.
- (h) 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.
- (i) 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:

- (a) Either the Employer or the Union may request arbitration by letter to the other party within 30 days of the failure of the mediation.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) The arbitrator may determine whether a grievance is arbitrable.
- (g) The arbitrator may amend a grievance, modify penalties, waive time limits, or make a ruling concerning any procedural irregularity.
- (h) 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 Office 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.

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 permanent full time employee shall earn vacation credits at the rate of .833 days per calendar month for any month in which the employee has received at least ten days pay (10 days per year).
- 33.02 After one year in the continuous service of the Employer, a permanent full time employee shall earn vacation credits at the rate of 1.66 days per calendar month for any month in which the employee has received at least ten days pay (20 days per year).
- 33.03 A permanent part-time employee or a term employee shall earn vacation credits in the proportion to which their actual hours worked in a calendar month compares to the hours worked by a permanent full-time employee. Their rate shall reflect their years of continuous service as per Clause 33.01 or 33.02 as the case may be.
- 33.04 The Employer shall pay the cash equivalent of vacation leave to an on call employee in lieu of paid vacation leave.
- 33.05 A permanent full time employee must take paid vacation leave, subject to Clause 33.10 and 33.07.
- 33.06 The Employer may, upon the request of an employee and subject to operational requirements, pay the cash equivalent of vacation leave to a full-time, permanent part-time or term employee in lieu of paid vacation leave.
- 33.07 An employee may accumulate vacation leave credits up to a maximum of 30 days. Where vacation time has been requested in writing by the employee, and denied by the Employer, no loss of vacation leave shall result for the employee as a result of the application of this Clause.

33.08 Subject to 33.07, vacation leave may be carried over from year to year.

a. An employee may take vacation leave at a time suitable to the Employer and the employee, subject to operational requirements. Vacation preferences will be granted on the basis of seniority for employees who make their request in writing by March 1 of each year. **Approvals or disapprovals will be provided by the Employer in writing not later than March 15 of each year and a vacation schedule will be posted in the lunchroom.**

b. **After March 15 of each year, additional vacation leave requests must be made in writing and dated. These requests will be dealt with by the Employer on a first come, first served basis in the order the which the Employer receives them.**

c. The Employer will make every effort to grant the specific period requested **pursuant to 33.08 b. and will notify the employee in writing within one week of receipt of the request whether the leave has been approved or disapproved. If the Employer does not respond within two weeks of receipt of the request, the leave will be deemed to have been approved.**

33.09 Employees are encouraged to take their vacation in blocks of at least two weeks in duration during the months of June, July or August, or over the Christmas period.

33.10 The Employer may, upon request, advance vacation time to an employee who has not yet earned it, subject to operational requirements. In considering the employee's request, the Employer will consider the employee's length of service, the reason for the request, and the ability of the Employer to secure reimbursement under Clause 33.14.

33.11 An advance of vacation leave shall be reimbursed by deduction from the employee's future vacation leave, or, where the employee's service is terminated before the advance is repaid, by deduction from compensation otherwise payable to the employee.

33.12 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.

33.13 An employee may not be recalled to work while on vacation leave unless on terms satisfactory to the employee and the Union.

33.14 At the time of termination under Article 57, the employee shall receive the cash equivalent of any accumulated vacation credits at their current rate of pay, subject to the maximum accumulation in Clause 33.07.

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 three working days, as required.
- 34.03 Upon the request of the employee, the Employer shall grant bereavement leave with pay for up to two working days 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 two working days, 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) 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 two working days as required.
- 34.07 Upon the request of the employee, the Employer shall grant bereavement leave with pay for one (1) working day for the purposes of bereavement in the event of the death of any person other than a member of the employee's immediate or extended family.
- Not more than one (1) day of bereavement leave may be used in relation to this provision for the death of the same person.
- 34.08 In lieu of the bereavement leave in each Clause above, the Employer shall, upon request, grant the employee bereavement leave with pay for up to the maximum period permitted in Clause 34.01 through 34.06 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 physician's statement to verify this.
- 34.09 Subject to operational requirements, an employee may be granted, upon request, additional bereavement leave without pay for up to ten working days 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.
- 34.10 Bereavement leave days need not be taken consecutively.
- 34.11 Bereavement leave may only be taken by an on call employee for a day that the on call employee was scheduled to work and provided the on call employee has been in the continuous employ of the Employer for at least 3 months.

Article 35

Sick Leave

- 35.01 An employee, other than an on call employee, shall earn Sick Leave credits with pay at the rate of one day per calendar month for any month in which the employee receives at least ten days pay.
- 35.02 Sick leave may be used when an illness, or injury renders the employee unable to perform their job duties.
- 35.03 The Employer may require the employee to provide proof of the employee's need for Sick Leave where the employee is absent in excess of three consecutive days. Such proof may be in the form of a medical practitioner's certificate or other form satisfactory to the Employer.
- 35.04 The Employer may approve an advance of Sick Leave credits for an employee for up to twelve (12) 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 35.07.

- 35.05 Where an employee is ill, and has exhausted their own paid Sick Leave, other employees may donate Sick Leave days earned by them to the benefit of their co-worker.
- 35.06 Upon request, the Employer will inform an employee of the amount of Sick Leave credits that employee has earned.
- 35.07 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.
- 35.08 In lieu of Sick Leave and Special Leave under Articles 35 and 36 an on call employee shall receive monetary compensation at the rate of 7.5 hours pay for each 162 hours worked.

Article 36

Special Leave

- 36.01 A permanent full-time employee shall be credited with five (5) days special leave credits upon completion of their first year of service and upon completion of each continuous year of service thereafter. An employee may accumulate up to a maximum of ten (10) days.
- 36.02 Special Leave may be used the following purposes:
- (a) to attend medical appointments;
 - (b) up to five (5) days at one (1) time where the employee must personally attend to the health of a spouse, partner, child, parent, foster parent or step parent and the employee's attendance is required due to unforeseeable circumstances beyond their control. The employee must take reasonable steps to limit the leave required.
 - (c) For serious household emergency
 - (d) For attending to personal matters
 - (e) In the event an employee experiences domestic violence.

Special Leave may not be used in conjunction with or as Vacation Leave.

- 36.03 Employees are encouraged to use their special leave responsibly and take Special Leave as needed.
- 36.04 Special Leave credits may only be used for one-half day or more.
- 36.05 **Special leave is not intended to supplement the use of sick leave, vacation leave, or to be used to facilitate an absence where another more appropriate leave provision is available.**
- 36.06 Where employment is terminated by death, the employee is deemed to have earned any amount of Special Leave advanced to the employee.

- 36.07** 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 and Special 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.
- 36.08** Subject to operational requirements, an employee may be granted, upon request, additional Special Leave without pay for a reasonable period of time agreed upon between the Employer and the employee for the purpose of family illness or other reason. An employee who is on Special Leave without pay shall be entitled to all benefits of this agreement, except that the employee shall not accrue any leave with pay during a period of Special Leave without pay.
- 36.09** 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 without pay for up to 5 calendar days per family member, to a maximum of 15 days per fiscal year.
- 36.10** 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 without pay for up to 2.5 days per family member, to a maximum of 7.5 days per fiscal year.
- 36.11** Where an on call employee is required to care for a sick family member permanently residing in their home, the Employer shall grant leave without pay for a maximum of two days per fiscal year, subject to Clause 36.04 above.
- 36.12** Family illness leave may only be taken by an on call employee for a day that the on call employee was scheduled to work and provided the on call employee has been in the continuous employee of the Employer for at least 3 months.
- 36.13** 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.
- 36.14** 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.
- 36.15** 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.
- 36.16** 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 an on call 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 willful 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 Workers' 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 **seventeen (17)** weeks, provided the employee has completed their probationary period under Article 24.
- 39.02 Maternity Leave may be taken for any period less than **seventeen (17)** 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 the employee 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 the employees' 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.
- 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 the previously agreed upon date of return, their 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 Leave credits the employee has earned in accordance with Article 35 either before or after the Maternity Leave if the employee is suffering from pregnancy-related disability.
- 39.08 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.
- 39.09 An employee who is not entitled to Maternity Leave for the reason that the employee 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 commencement of Maternity Leave, 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 Human Resource and Skills Development Canada (HRSDC) or
 - (b) Where the employee is not entitled to Employment Insurance Benefits for maternity purposes, a cash payment equivalent to what the employee would have received if the employee qualified.
- 39.11 Where an employee who receives a cash payment under Clause 39.10 does not return to work following the Maternity Leave, or terminates their employment within six months of returning to work, the employee 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

Parental Leave

- 40.01 An employee who becomes or will become a parent through the birth of a child or who commences legal proceedings to adopt a child shall, upon request, be granted parental leave without pay for a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period or, if required in order to receive the “Shared Parental Extended” Employment Insurance benefit coverage, in the 86 week period beginning on the day on which the child is born or the day on which the child comes into the employee’s care.**

In no case shall a combination of maternity leave and parental leave for the birthing parent exceed a total of seventy-eight (78) weeks.

Parental leave taken by a couple, both of whom are employed by the Employer, shall not exceed a total of 71 weeks for both employees combined nor shall both employees be granted leave for the same period of time, unless one parent is unable to care for the child due to illness, injury, death or other hardship for the family.

- 40.02 Where an employee intends to take parental leave in addition to maternity leave, the employee must begin the parental leave immediately upon expiry of the maternity leave, unless the Employer agrees otherwise.
- 40.03 An employee must give two (2) months notice that the employee intends to return to work at the agreed upon date. Otherwise the employer will make reasonable efforts to contact the employee to determine their intentions within the next two (2) weeks. If the employer cannot contact the employee, the employee's employment is deemed to terminate on the date on which the employee should have notified their employer.
- 40.04 In the event that an employee on parental leave decides not to return to work, and communicates this to the employer two (2) months prior to the previously agreed upon date of return, the employee's employment shall terminate on the date the leave expires, or such sooner date as the employee wishes.
- 40.05 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.
- 40.06 An employee on parental leave shall remain a member of the bargaining unit and shall receive the benefits of this agreement except the employee shall not accrue leave with pay, or take leave with pay, during a period of parental leave.
- 40.07 The following additional provisions shall apply in the case of parental leave under Clause 42.01 for the purpose of an adoption:
- a. The leave may not commence earlier than one (1) week before the expected date of the child coming to live with the employee for the purpose of an adoption;
 - b. The employee shall furnish proof of the adoption;
 - c. Where a doctor's certificate is provided as set out in Clause 40.07, an extension of parental leave for the purpose of an adoption may be granted by the Employer up to one (1) year, subject to operational requirements.
- 40.08 A cash payment equivalent to the allowance the employee will receive in parental benefits for a two week period from Human Resource and Skills Development Canada (HRSDC) provided the employee has not already received this payment for the same child pursuant to Article 39.10 or
Where the employee is not entitled to Employment Insurance Benefits for maternity purposes, a cash payment equivalent to what the employee would have received if the employee qualified provided the employee has not already received this payment for the same child pursuant to Article 39.10.

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, providing 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 day. 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 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.
- 45.06 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.
- 45.07 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.
- 45.08 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.
- 45.09 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.
- 45.10 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 or their report or recommendation(s) to allow the Union a reasonable time to make their views known to the Employer.
- 47.03 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 recommendations(s) to allow the Employer a reasonable time to make their views known to the Union.
- 47.04 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 employee at least six (6) months in advance of the proposed start date. This time 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 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 member.
 - (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 consent of the Board of Directors and 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 Board of Directors.

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

Indemnity

- 51.01 The Employer agrees to provide at no cost to the Employee, Legal Counsel to defend any Employee and their estate in any legal actions brought forth against the employee as the result of the performance of duties on behalf of the Employer, including but not limited to any damage to Daycare or other property, and to protect and hold the employee harmless from any judgment rendered thereunder. Indemnity is subject to cooperation with counsel provided by the insurance carrier or by the Employer. The exception to this clause would be the gross negligence or willful misconduct on the part of the Employee.

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.

- (a) The investigation of abuse under this Article is in addition to any other legal obligations the centre or child care worker 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.
- (b) It is understood when there is a conflict between the Collective Agreement and the Child Care Act, the Act will prevail.

52.02 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, for example, 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, for example, 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, for example, intercourse, molestation, exploitation for the purposes of pornography.

52.03 The Employer will adopt a procedure for investigating all formal allegations of abuse of a child at the centre by the staff.

52.04 The procedure under Clause 52.04 shall include, at a minimum:

A. The understanding that an employee is considered innocent until proven guilty. In the event the Employer initiates a disciplinary action against an employee which may result in suspension or discharge, the employee must be advised of their right to Union representation and, in addition to this Article, Articles 30, Discipline and Article 31 Grievance Procedure will apply.

- 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 Director 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 Director to appoint a 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 investigated 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.

52.05 The parties agree that in certain situations it may be in the best interest of both clients and employees that employees be reassigned or removed from the job site during an investigation of conduct. In cases where an employee cannot be reassigned, then the employee shall be considered to be on leave of absence without loss of pay until the Employer has determined whether or not there is a prima facie case of imposing discipline.

52.06 The report of the investigation prepared under Clause 52.04 shall reach on 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 Director for the purposes of Clause 52.13 or 52.14 as the case may be.

52.08 Once the investigation results have been determined, the Employer will convene a meeting with the employee and their representative to advise of the outcome.

52.09 The Employer will immediately inform the employee and the Union representative if the Employer has contacted or intends to contact the police, children's aid societies or a professional regulatory body regarding the matters under investigation.

- 52.10 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 Director for justifiable reasons.
- 52.11 The Director 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, 52.15, or 52.14 at the earliest opportunity.
- 52.12 Where the Director 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.
- 52.13 Where the Director is satisfied that abuse did occur, the Director shall determine what actions shall be taken as a result and will make recommendations to the Board of Directors.
- 52.14 Where the Director is satisfied that it cannot be determined whether abuse occurred or not, the Director 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 52.16.
- 52.15 The decisions of the Board under Clause 52.14, 52.16, or 52.17 shall be recorded as the final disposition of the allegation and shall form part of the report prepared under Clause 52.05 (4).
- 52.16 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 52.13 or 52.14, 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.
- 52.17 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 52.12.

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, if any; and
 - (c) Provide a statement that 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, as long as the letter complies with Clause 53.02 (a) and (b) at a minimum.

Article 54

Christmas Period

- 54.01 There shall be no loss of pay for an employee not required to work over the Christmas period due to a shortage in the number of children at the centre.
- 54.02 The Employer will make every reasonable effort to schedule time off referred to in Clause 54.01 on an equitable basis.

Article 55

Program Planning

- 55.01 Each teacher (excluding float) shall be entitled to 1.5 paid hours per week for the purpose of program planning. Additional program planning may be available.

Programming Hours

- 55.02 **Programming hours are deemed to be off-floor development periods to be used by staff to develop activities and resource materials for children. It is agreed that time spent in staff meetings will be paid time and further, will be excluded from the calculation of programming hours.**

Article 56

Management Rights

- 56.01 The management of the child care centre is the exclusive right of the Employer.
- 56.02 With respect to working conditions, in matters covered by this agreement, the Employer agrees to exercise its discretion in a fair and reasonable manner.
- 56.03 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.
- 56.04 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 57

Termination

57.01 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.:
- (d) Incompetence in the performance of duties that is not discipline-related;
- (e) Incapacity due to mental or physical health problems, or
- (f) 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;
- (g) The Employer permanently ceases operations;
- (h) The employee resigns;
- (i) The employee is deemed to have resigned under the provisions of Clause 57.03 or 57.04 below, as long as the deemed resignation has not been waived by the Employer under Clause 57.05;
- (j) The employee has been laid off under Article 11, and has not been recalled within one year;
- (k) A on call employee is terminated under Article 15; or
- (l) The term for which a term employee was hired, expires unless the employee is otherwise in the employ of the Employer.

57.02 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.

57.03 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.

57.04 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.

57.05 Where the employee has not contacted the Employer under Clause 57.03 or 57.04, the deemed resignation under either Clause may be waived by the Employer in extenuating circumstances.

Article 58
Registered Retirement Savings Plan

- 58.01 The Employer agrees to introduce a contributory RRSP plan. The Employer's contribution shall be 5% of basic salary as per Schedule "A", which shall be matched by an employee covered by the plan. The Employer's portion shall vest immediately. In other words, if an employee in the plan leaves the Employer's employ at any time, the employee shall be entitled to the Employer's contribution.
- 58.02 Notwithstanding any other provision of this Agreement, this Article does not apply to on call or term employees. Part-time employees contributions by the parties shall be on a pro-rated basis.
- 58.03 The RRSP Plan referred to in this Article is subject to sufficient funding.

Article 59
Dental Plan / Long Term Disability

- 59.01 Effective December 1, 2018, Sun Life Health Benefits Plan has been made available to all staff.

Article 60
Social Justice Fund

- 60.01 The Employer shall contribute one hundred and twenty dollars (\$120.00) annually to the Union's Social Justice Fund effective – July 1, 2011 and each July 1st, thereafter. Such contribution to be remitted to the PSAC National Office.

Article 61
Compassionate Care Leave without Pay

- 61.01** Upon reasonable notice from an employee, the Employer shall grant an employee up to **twenty-eight (28)** weeks of compassionate care leave without pay as defined under the *Yukon Employment Standards Act*.
- 61.02 Subject to 61.01, an employee shall be granted leave without pay for the compassionate care of family in accordance with the following conditions:
- a. an employee shall notify the Employer in writing of the commencement date of such leave;
 - b. an employee may provide the Employer with a copy of a medical certificate from a medical practitioner as proof that the ill family member needs care or support and is at significant risk of death within 26 weeks.
- 61.03 Leave granted under this article shall be for a minimum period of one (1) week and a maximum of **twenty-eight (28)** weeks.

Article 62

Family Violence Leave

- 62.01** Pursuant to the *Yukon Human Rights Act*, as amended from time to time, employees experiencing domestic violence or employees with a child experiencing domestic violence shall be granted leave with pay for five (5) days and leave without pay for up to five (5) additional days per calendar year to attend appointments with professionals, legal proceedings, and engage in any other necessary activities to support their health, safety and security.
- Further, if needed, a longer-term of up to 15 unpaid weeks can be taken. This leave may also be taken non-consecutively or not all at once with the employer's consent.
- The Employee, at their discretion, may elect to use special leave days for this leave.

Article 63

Leave for Traditional Indigenous Practices

- 63.01** Pursuant to the *Canada Labour Code*, an employee who has self-identified as an Indigenous person (meaning First Peoples of Canada, Indian, Inuit or Metis) and who has been continuously employed for three (3) consecutive months will be entitled to a leave without pay of up to five (5) working days in every calendar year in order to engage in traditional practices such as hunting, fishing and harvesting and other activities to maintain their culture through traditional practices.
- The employee will provide reasonable notice to the employer when applying for such leave.

Article 64

Northern Travel Allowance

- 64.01** The Employer agrees to allocate eight (8%) of base salary as a Northern Travel Allowance on the employees' T-4 slips (Box 32).

Article 65


Duration, Renewal and Retroactivity

- 65.01** This agreement shall be binding and remain in effect from January 1, **2023**, to December 31, **2025**.
- 65.02** Unless otherwise specified, all provisions of this agreement take effect on the date of ratification.
- 65.03** 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.


- 65.04 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.
- 65.05 This agreement may be amended by mutual consent.
- 65.06 Where notice to commence collective bargaining has been given under Clause 65.04, 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 12 day of May, 2023.

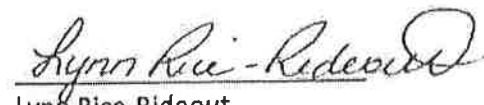
Nakwaye Ku
Child Care Society



Val Henderson
Director

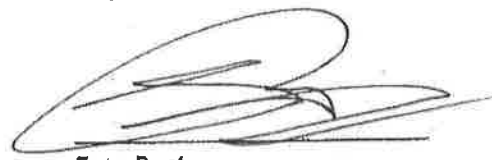

Chair, Board of Directors


Treasurer, Board of Directors

Public Service
Alliance of Canada


Lynn Rice-Rideout
Team Member


Lorraine Rousseau
Regional Executive Vice President North

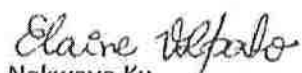

Erna Post
Negotiator

Letter of Understanding "1"

Re: Joint Advocacy

The parties agree to actively work together on objectives as described in Article 1.02. This can include, but is not limited to advocating for:

- The development of accessible, affordable quality childcare as a universal right for all parents and children;
- Ensure adequate funding for high quality programming;
- The improvement of traditionally low wages of childcare workers.



Nakwaye Ku
Child Care Society



Val Henderson
Director

Public Service
Alliance of Canada



Erna Post
Negotiator

Letter of Understanding “2”

Re: Code of Ethics

The parties agree to adopt the Code of Ethics as follows:

Principles

1. Early childhood educators promote the health and well-being of all children.
2. Early childhood educators use developmentally appropriate practices when working with all children.
3. Early childhood educators demonstrate caring for all children in all aspects of their practice.
4. Early childhood educators work in partnership with parents.
5. Early childhood educators work in partnership with colleagues and other service providers in the community to support the well-being of families.
6. Early childhood educators work in ways that enhance human dignity.
7. Early childhood educators pursue, on an ongoing basis, the knowledge, skills and self-awareness needed to be professionally competent.
8. Early childhood educators demonstrate integrity in all of their professional relationships.

In adhering to the above principles an early childhood educator would:

Principle 1.

- ❖ Promote each child’s health and well-being.
- ❖ Create and maintain safe and healthy environments for children.
- ❖ Foster all facets of children’s development.
- ❖ Enhance each child’s feelings of competence, independence and self-esteem.
- ❖ Refrain from in any way degrading, endangering, frightening or harming children.
- ❖ Act as an advocate on behalf of all children for public policies, programs and services that enhance their health and well-being.

Principle 2.

- ❖ Consider cross-cultural variations in child development norms when assessing child development.
- ❖ Apply the knowledge that the stages of physical, social, emotional, moral and cognitive development within each child may be different.
- ❖ Determine where each child is on the various developmental continua and use that knowledge to create programs that allow for individual differences and preferences.
- ❖ Use developmentally appropriate methods and materials in working with children.

Principle 3.

- ❖ Respond appropriately to each child's expressions of need.
- ❖ Provide children with experiences that build trust.
- ❖ Express warmth, appropriate affection and consideration for children both verbally and nonverbally.
- ❖ Communicate to children a genuine interest in their activities, ideas, opinions and concerns.
- ❖ Support children as they experience different emotions and model acceptable ways of expressing emotions.

Principle 4.

- ❖ Promote considerate relationships with the parents of the children in care.
- ❖ Respect the rights of parents to transmit their values, beliefs and cultural heritage to their children.
- ❖ Provide parents with knowledge, skills and support that will enhance their ability to nurture their children.
- ❖ Encourage and provide opportunities for parents to participate actively in all aspects of planning and decision making affecting their children.

Principle 5.

- ❖ Support and encourage families by developing programs which meet the needs of those families being served.
- ❖ Assist families in obtaining needed specialized services provided by other professionals.
- ❖ Advocate public policies and community services that are supportive of families.

Principle 6.

- ❖ Communicate respect by practicing and promoting anti-bias interactions.
- ❖ Support and promote the dignity of self and others by engaging in mutually enhancing relationships.
- ❖ Plan programs that communicate respect for diversity regarding ability, culture, gender, socio-economic status, sexual orientation and family composition.
- ❖ Provide opportunities for all children to participate in childhood activities.

Principle 7.

- ❖ Recognize the need for continuous learning.
- ❖ Pursue professional development opportunities.

- ❖ Incorporate into practice current information from the early childhood education professional literature.
- ❖ Assess personal professional strengths and limitations and undertake self-improvement.
- ❖ Articulate a personal philosophy of practice and justify practices on the basis of theoretical perspectives.

Principle 8.

- ❖ Communicate with children, parents, colleagues, and other professionals in an honest, straightforward manner.
- ❖ Conscientiously carry out professional responsibilities and duties.
- ❖ Identify personal values and beliefs and strive to be objective.
- ❖ Treat as confidential information concerning children, families and colleagues unless failure to disclose would put children at risk.
- ❖ Recognize the potential for real or perceived conflict of interest and act in accordance with the principles of the code where dual relationships with colleagues or families exist and/or develop.

In circumstances where the above ethical principles conflict, it is recommended that early childhood educators carefully think through the likely consequences of giving each of the conflicting principles primacy. By evaluating the consequences it may become clear which principle ought to be given more weight. Educators are encouraged, if time permits, to consult with colleagues and obtain different perspectives on the problem

This Code of Ethics follows the Early Childhood Educators of British Columbia Code of Ethics, last revised October 2008.


 Elaine Volpato
 Nakwaye Ku
 Child Care Society

Public Service
 Alliance of Canada


 Val Henderson
 Executive Director


 Erna Post
 Negotiator

SCHEDULE A

Wage Schedule

2023 \$1.50 increase

ECE Level	Years of Service			
	YELCC	less than 2 yrs	2 to 4	5+
Level 0	\$ 15.70	\$ 17.20	\$ 17.72	\$ 18.07
Level 1	\$ 19.82	\$ 21.32	\$ 21.96	\$ 22.40
Level 1A	\$ 21.71	\$ 23.21	\$ 23.91	\$ 24.38
Level 2	\$ 24.59	\$ 26.09	\$ 26.87	\$ 27.41
Level 2A	\$ 25.66	\$ 27.16	\$ 27.97	\$ 28.53
Level 3 equivalent	\$ 28.01	\$ 29.51	\$ 30.40	\$ 31.00
Level 3	\$ 31.01	\$ 32.51	\$ 33.49	\$ 34.16

2024 - 2% increase

ECE Level	Years of Service			
	Nakwaye Ku Base*	less than 2 yrs	2 to 4	5+
Level 0	\$ 17.20	\$ 17.54	\$ 18.07	\$ 18.43
Level 1	\$ 21.32	\$ 21.75	\$ 22.40	\$ 22.85
Level 1A	\$ 23.21	\$ 23.67	\$ 24.38	\$ 24.87
Level 2	\$ 26.09	\$ 26.61	\$ 27.41	\$ 27.96
Level 2A	\$ 27.16	\$ 27.70	\$ 28.53	\$ 29.10
Level 3 equivalent	\$ 29.51	\$ 30.10	\$ 31.00	\$ 31.62
Level 3	\$ 32.51	\$ 33.16	\$ 34.16	\$ 34.84

ECE Level	<u>2025 - 2% increase</u>			
	Years of Service			
	Nakwaye Ku Base*	less than 2 yrs	2 to 4	5+
Level 0	\$ 17.54	\$ 17.89	\$ 18.43	\$ 18.80
Level 1	\$ 21.75	\$ 22.18	\$ 22.85	\$ 23.30
Level 1A	\$ 23.67	\$ 24.15	\$ 24.87	\$ 25.37
Level 2	\$ 26.61	\$ 27.14	\$ 27.96	\$ 28.52
Level 2A	\$ 27.70	\$ 28.26	\$ 29.10	\$ 29.69
Level 3 equivalent	\$ 30.10	\$ 30.70	\$ 31.62	\$ 32.26
Level 3	\$ 33.16	\$ 33.82	\$ 34.84	\$ 35.53

Pay notes: Each year, salary increases will be the greater of the general economic increase or the YECC mandatory wage.

SCHEDULE B

Nakwaye Ku Comprehensive Seniority List update to December 31, 2022

<u>Permanent and Term Staff:</u>					
<u>Name</u>	<u>Class</u>	<u>Start date</u>	<u>Prev.Bal</u>	<u>New hrs</u>	<u>Total hrs.</u>
Dore	Term FT	Aug 22/22	0	739.25	739.25
Rani	Perm FT	May 2/22	0	1,337.25	1,337.25
Julie	Perm FT	Mar 16/07	27,884	3,539.50	31,423.50
Kismet	Term FT	Sep 1/22	0	563.5	563.5
Lovedeep	Perm FT	Oct 1/19	3,009.50	2474	5,483.50
Cory	Perm FT	Oct 8/10	18,899	1,989.50	20,888.50
Nena	Perm FT	Nov 28/13	12,580.45	3,451.50	16,031.95
Lynn	Perm FT	Oct 1/04	37,971.64	3,566.50	41,538.14
Maggie	Perm FT	Jan 8/08	26,192.50	3,562.75	29,755.25
<u>On Leave:</u>					
- Lovedeep on maternity leave until September 30, 2023.					
<u>Active On Call Staff:</u> - -					
<u>Name</u>		<u>Start date</u>	<u>Prev. Bal</u>	<u>New hrs</u>	<u>Total hrs.</u>
Sofia	-	Nov 3/22	0	71.25	71.25
Carolyn	-	May 10/19	728.75	1464.75	2193.5
Michelle		Aug 13/18	479.25	480	959.25
	-				
<u>Past Staff:</u>					
<u>Name</u>		<u>Start date</u>	<u>Finish date</u>		<u>Total hrs.</u>
Navya	-	Apr 13/15	Jun 28/21	-	10,080.50
Sarah	-	Oct 13/20	May 31/22	-	2,022.75
Cory	-	Oct 8/10	Apr 30/22	-	23,080.75
<u>Past On Call Staff:</u>					
<u>Name</u>		<u>Start date</u>	<u>Finish date</u>		<u>Total hrs.</u>
Jenny	-	Mar 4/22	May 3/22	-	51.5
Harriet	-	Oct 31/19	Sep 15/21		607.95
	-				
Note: Hours for past staff and casuals are kept on record for 2 years.					