
ARTICLE 1 - Purpose of Agreement and Definitions

1.01 Purpose of Agreement

The purposes of the Agreement are:

- a) To maintain a harmonious and mutually beneficial relationship between the Employer and its employees and between the Employer and the Union;
- b) To set forth certain terms and conditions of employment relating to remuneration, hours of work, benefits and general working conditions affecting employees covered by the Agreement, and
- c) To develop and maintain the best possible service to clients, in keeping with the objectives set out in the Constitution of the Child Development Centre (CDC) Society, and the CDC Code of Ethics.

1.02 The parties to the Agreement share a desire to provide quality service, to maintain professional standards, to recognize the value of joint decision making in matters relating to service delivery to clients, to promote the well-being and increased efficiency of employees so that the children of the Yukon and their parents will be well and effectively served and to establish, within the framework provided by law, an effective and professional working relationship.

1.03 Definitions Bargaining Unit - all employees described in the certificate issued on June 10, 1991 and the amendment to the certificate issued July 9, 1996, by the Canada Labour Relations Board covering employees of the Child Development Centre.

Bargaining Unit Work - work regularly done by any member of the bargaining unit.

Christmas Break - Two calendar weeks that include both Christmas Day and New Year's Day.

Day - a calendar day, unless otherwise specified.

Employee - a member of the bargaining unit as defined above.

Employer - the Child Development Centre Society.

Hourly and Salary - as specified in "Appendix 'A'"

Partner or Spouse - the person with whom the employee has lived as a couple for a period of one year, or the person to whom the employee is married and resides with.

Spring Break - One calendar week (5 working days) coinciding with the Whitehorse school calendar, excluding statutory holidays.

Summer Break - the sixty one days prior to Discovery Day (third Monday in August).

Union - the Public Service Alliance of Canada and/or the Yukon Employee's Union.

ARTICLE 2 - Management Rights

2.01 General Rights

The management of the Centre is vested exclusively in the Employer. All functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by the Agreement are recognized by the Union as being retained by the Employer.

2.02 Direction of Employees

The direction of employees, including the hiring, dismissal, promotion, and demotion is vested exclusively in the Employer except as may be otherwise specifically provided in the Collective Agreement.

2.03 Employer Rules

Employees shall be governed by rules adopted by the Employer and publicized on notice boards, or by general distribution, provided that such rules are not in conflict with the Agreement.

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 for whom the Union has been certified as the bargaining agent.

4.02 The Employer agrees that there shall be no intimidation or discrimination against any employee by reason of her/his membership in the Union, and the Union agrees that there shall be no intimidation or discrimination on its part towards any employee, the Employer, or any employees who are excluded from the bargaining unit.

4.03 The Employer agrees that, given reasonable notice to the Employer by the Union, an accredited representative of the Union appointed under Article 6 may be allowed access to the work premises for the purpose of investigating a grievance or a complaint by an employee or the Union. Such permission will not be withheld unreasonably.

4.04 Where an accredited representative of the Union enters the work premises as provided in 4.03, she/he shall report to the Executive Director or her/his designate before approaching any employees.

ARTICLE 5 - Union Security and Union Dues Authorization

5.01 All employees for whom the Union has been certified as the bargaining agent shall be required to pay the Union (through monthly payroll deduction) a sum of money equivalent to the membership dues of the Union. The Employer shall ensure that Union Dues Authorization forms are signed by new employees following commencement of employment.

5.02 An employee who declares in an affidavit that:

- a) she/he is a member of a religious organization registered under the Income Tax Act,
- b) her/his religious organization prevents her/him from joining a union or making financial contributions to a union, and
- c) that she/he will make a contribution to a charitable organization of her/his choice equivalent to union dues shall not be subject to 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 for whom the Union has been certified as bargaining agent.

5.04 The Union shall inform the Employer in writing of the authorized bi-weekly deduction to be checked off for each employee defined in Clause 5.01.

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- 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 permit deductions, the Employer shall not make such deductions from subsequent salary.
- 5.06** No employee organization, as defined by the Canada Labour Code, other than the Union, 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 the 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 her/his behalf.
- 5.08** The Employer agrees to type on each employee's T-4 slip the amount of union dues paid during the year.
- 5.09** 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.

ARTICLE 6 - Appointment of Union Representatives

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

ARTICLE 7 - Time Off for Union Business

- 7.01** If the requirements of clauses 7.02 and 7.03 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 her/his regularly scheduled work time:
- a) investigating a grievance or complaint of an urgent nature
 - b) meeting with management to deal with a grievance
 - c) attending a meeting of the Labour-Management Relations Committee under Article 43, or any other meeting called by management
 - d) attending an arbitration hearing under Article 32.11
 - e) attending a hearing before the Canada Labour Relations Board, other than a hearing concerning certification, or
 - f) attending meetings with a conciliation officer or conciliation board under the Canada Labour Code.
- 7.02** A union representative shall obtain the permission of her/his immediate supervisor before leaving her/his work to carry out any of the responsibilities listed in 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:

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- a) meeting with management to deal with a grievance
 - 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) being called as a witness by a conciliation officer, a conciliation board or the Canada Labour Relations Board.

7.05 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 for the employees.

7.06 If an employee was granted leave without pay to attend the initial contract negotiation meeting on behalf of the Union, she/he shall, notwithstanding the limit of two employees in Clause 7.05, be granted leave without pay in accordance with Clause 7.05 to attend subsequent contract negotiation meetings.

7.07 In addition to the leave without pay described in Clause 7.05, subject to the Employer's operational requirements, a union representative may be granted up to five (5) working days leave without pay at any one time on the same terms set out in Clause 7.05 for the purpose of union business or attendance at conferences or seminars. The Employer shall not be required to grant leaves without pay for more than a total of fifteen (15) working days per fiscal year.

7.08 The Employer agrees to authorize a leave of absence without pay to an employee who is elected as President of the Yukon Employees Union (YEU) 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 (3) years.
- b) Upon 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. An employee who is re-elected for subsequent term(s) will be guaranteed a position at the same level held before the leave of absence.
- c) If the employee ceases to hold office, the employee will return to a position at the same level held before the leave of absence.
- d) The Union agrees to provide the Employer with one month's written notice of the commencement and termination of this leave of absence.
- e) During such leave of absence, no benefits under this Agreement will accrue or be paid by the Child Development Centre.

7.09 When a new employee is hired, the following will form a part of the employee's orientation:

- a) The Employer will provide the employee with a copy of the Collective Agreement;
- b) The Employer will draw the employee's attention to the compulsory check-off provisions of Article 5, and have the employee sign the required deduction authorization; and
- c) The local president of the Union, or his/her delegate, will be informed of each new hire and be provided with a paid-time period of up to thirty (30) minutes with the new employee, scheduled for a mutually convenient time, in which to discuss the Union in the work environment.

ARTICLE 8 - Information

8.01 The Employer will provide the Union with a monthly report giving the names of each employee hired since the last report, and the employees promoted, demoted, transferred or terminated. The report shall also give the reason for any termination as well as the classification of each employee.

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- 8.02** 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).
- 8.03** 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.
- 8.04** The Employer will photocopy and distribute copies of this agreement to new members of the bargaining unit. The cost of copying and distribution will be shared equally by the Employer and the Union.
- 8.05** If this agreement is renewed or amended, the Employer will photocopy and distribute the new version to all members of the bargaining unit. The Employer will send a draft copy to the Union and one to each union representative for their approval before distributing it to members of the bargaining unit.
- 8.06** If a letter of understanding is signed by the parties interpreting or modifying this agreement, the Employer will provide a copy to each employee.

ARTICLE 9 - Bulletin Board Space

- 9.01** The Employer shall provide bulletin board 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.

ARTICLE 10 - Contracting Out

- 10.01** The Employer agrees that it will not contract out bargaining unit work that will result in the lay-off or reduction in the regular hours of work of employees within the bargaining unit during the term of this Agreement. Except in cases of emergency, the Employer will discuss with the Union any work which it intends to contract out if members of the bargaining unit could perform such work.

ARTICLE 11 - No Discrimination

- 11.01** All employees, and the Employer, are entitled to work in an environment free of discrimination or harassment. The Employer, employees and the Union shall not engage in discriminatory conduct or harassment with each other.
- 11.02** The Employer and the Union subscribe to the principles of the **Yukon Human Rights Act**.
- 11.03** It is the Employer's responsibility to prevent and stop discrimination or harassment in the workplace, including discriminatory conduct or harassment on the part of clients or their representatives.
- 11.04** Harassment may be any one of the following:
- a) **Personal harassment** means any improper behaviour by a person that is directed at and offensive to an employee of the Child Development Centre, which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient. This includes harassment as described in Section 13 of the Yukon **Human Rights Act**.
 - b) **Sexual harassment** means any conduct, comment, gesture or contact of a sexual nature:
 - i) that might reasonably be expected to cause offense or humiliation; or

ii) that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

c) **Abuse of authority** means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which endanger an employee's job, undermine an employee's ability to perform the job or threaten the economic livelihood of an employee. However, it shall not include the legitimate exercise of an individual's supervisory power of authority.

11.05 For purposes of clarification only, under the Yukon Human Rights Act, it is discrimination to treat an employee unfavourably on any of the following grounds:

- 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;
- 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) 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 k).
- m) in addition to those grounds identified above, it is prohibited to discriminate on the grounds of gender identity.

It is not discrimination if treatment is based on:

- a) reasonable requirements or qualifications for the employment;
- b) on a criminal record or criminal charges relevant to the employment;
- c) other factors establishing reasonable cause for discrimination.

11.06 Disciplinary measures or grievances arising from discriminatory conduct will be handled as quickly and confidentially as possible. Any level of the grievance procedure may be waived by the employee if the person hearing the grievance is the subject of the complaint.

11.07 Special programs such as affirmative action programs or employment equity 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 12 - Definition of Employee Status & Benefit Entitlement

For the purpose of this Article "regularly scheduled" means any combination of shifts scheduled in advance and issued by the Employer.

Employees at the commencement of their employment and at all times will be kept advised by the Employer into which of the following categories they are assigned.

12.01 Regular Full-Time Employees

Regular full-time employees are those who are regularly scheduled to work 7 1/2 hours per day, 37 1/2 hours per week or equivalent.

Benefit Entitlement

Regular full-time employees accumulate seniority and are entitled to all benefits of this Agreement.

12.02 Regular Part-Time Employees

Regular part-time employees are those who are regularly scheduled on a consecutive week to week basis, and who work less than 37 1/2 hours per week.

Benefit Entitlement

- i) Regular part-time employees accumulate seniority and are entitled to all benefits of this Agreement, including the following, which are provided on a pro-rated basis:

- Article 19 - Community Allowance
- Article 20 - Yukon Bonus
- Article 21 - [Group Benefits Plan](#)/Self-Directed Benefits Plan
- Article 22 - Registered Retirement Savings Plan
- Article 24 - General Holidays
- Article 34 - Vacation Leave
- Article 35 - Bereavement Leave
- Article 36 - Leave (Sick/Special)
- [Article 40 - Maternity Leave](#)
- [Article 41 - Adoption Leave](#)
- [Article 42 - Parental Leave](#)
- [Article 45 - Long Service Bonus](#)
- [Article 46 - Long Term Disability](#)

12.03 Casual Employees

Casual employees are employed to work in the following capacities:

- (1) on call-in basis and not regularly scheduled;
- (2) in a temporary work load situation [for a period of six \(6\) months or less](#);
- (3) relief in a specific position for a period of six (6) months or less;
- (4) work which is not of a continuous nature, including positions created to carry out special projects, emergencies, and special programs such as:
 - student employment
 - job development grants
 - Canada Works projects

Where a casual employee is unable, or unlikely to be able, to meet the standards reasonably required by the Employer, she/he may be terminated with two days written notice, or pay in lieu of notice, together with written reasons for the termination.

The Employer will give the employee a reasonable opportunity to prove her/his ability, and will make reasonable accommodation and provide reasonable assistance to do so prior to a termination above.

Benefit Entitlement

Casual employees are not entitled to the following provisions of this Agreement:

- Article 19 - Community Allowance
- Article 20 - Yukon Bonus
- Article 21 - [Group Benefits Plan](#)/Self-Directed Benefits Plan
- Article 22 - Registered Retirement Savings Plan
- Article 34 - Vacation Leave
- Article 35 - Bereavement Leave

Article 36 - Leave (Special)
 Article 37 - Leave (Unpaid)
 Article 38 - Court Leave
 Article 40 - Maternity Leave
 Article 41 - Adoption Leave
 Article 42 - Parental Leave
Article 45 - Long Service Bonus
Article 46 - Long Term Disability

Except, casual employees:

- 1) will accrue sick leave benefits per Article 36.01, and;
- 2) may use sick leave per Article 36.03, excluding special leave.

12.04 Term Employees

Term Employees will not be hired except as follows:

- (1) to fill a vacancy created by the leave of another employee for a period of more than six (6) months; and
- (2) to fulfill the terms of a contract obtained by the Employer; or
- (3) in a temporary work load situation exceeding six (6) months and not to exceed twelve (12) months unless the parties agree otherwise.

Benefit Entitlement

Term employees are entitled to all benefits of this Agreement, pro-rated where the term employee is part-time.

ARTICLE 13 - Hours of Work

13.01 An Employee who is unable to report for duty shall give reasonable notice of her/his unavailability.

13.02 The Employer will provide two (2) paid rest periods of fifteen (15) minutes each per full working day or one (1) paid period of fifteen (15) minutes per each 3.75 hours of work.

13.03 With the approval of the Employer, employees may work flexible hours in order to provide clients with appropriate support, care or therapy. Such approval shall not be withheld unreasonably.

Where flexible hours have been approved, employees will schedule their own off and on duty hours of work in consultation with the Executive Director or designate and with due regard to the requirements of their clients.

Employees shall keep a record of hours worked and shall, wherever possible, schedule time off within a three (3) month period to compensate for extra hours worked during the three (3) month period. If it is not possible to schedule the time off within the three month period, then the employee shall have the option of having her overtime paid out at the appropriate overtime rate according to Article 16, or taking the overtime as time off in lieu at a time mutually agreed to by the employee and Employer.

Any employee who at time of termination or lay-off has accumulated time off during the preceding three months shall be given the time off in lieu or be paid.

13.04 Job Sharing

The parties agree that, subject to Article 2, the Board is prepared to consider any application by employees for job sharing. However, the Employer will retain the exclusive right to approve or reject an application to share a job.

13.05 Flex Days for Administrative Assistant

The annual hours of work for the Administrative Assistant will be adjusted to allow for three (3) days to be worked at the beginning of the Summer Break in lieu of three (3) days to be taken by mutual agreement at another time during the work year.