

ARTICLE 1

PURPOSE OF AGREEMENT

1.01 The parties to this agreement wish to establish, within the framework provided by law, an effective working relationship based upon the principles of mutual respect and co-operation.

1.02 The purposes of this agreement are to:

- 1) settle the conditions of employment between the parties;
- 2) promote the job satisfaction and security of all employees in the bargaining unit;
- 3) develop and maintain the best possible service to clients in keeping with the objectives set out in the constitution of Nakwaye Ku Child Care Society which objectives may be changed from time to time in consultation with the employees;
- 4) to recognize that the basic structure of non-profit child care depends on the voluntary efforts of board members who have contributed to specific improvements in child care in the Yukon in the past, and wish to continue to do so;
- 5) promote joint discussions and, where possible, joint decision-making in all matters relating to general working conditions;
- 6) recognize the value of joint discussion in all matters relating to service delivery to clients;
- 7) encourage and promote co-operation and mutual support between child care workers, the employer and parents, recognizing that all these groups have an essential interest in obtaining the best conditions for child care generally and that all levels of government have a social and economic responsibility to support quality child care;
- 8) to encourage and promote the development of accessible, affordable, quality child care as a universal right for all parents and children;
- 9) to recognize that the current system of providing child care is unfair to many parents who cannot afford it, and many

parents are deterred from using child care services due to the cost;

- 10) to recognize that the current system of providing child care is also unfair to child care workers, who, through their traditionally low wages, have been subsidizing society's obligation to care for children, and that these workers deserve wages and benefits that reflect the true value of their work for the community; and
- 11) to maintain a high standard of care for children, and promote their cognitive, physical and emotional development.

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

ARTICLE 2

DEFINITIONS

bargaining unit	- all staff of the centre employed by the employer on or after the date of recognition (June 19, 1991) but not including the director or any other person excluded by a Letter of Understanding
bargaining unit work	- work regularly done by any member of the bargaining unit
Board of Directors	- the management of the centre as defined in its constitution and by-laws
centre	- the workplace
classification	- a group of one or more positions as described in Article 16
client	- a child enrolled at the centre or otherwise receiving services from the centre, and the child's primary caregivers
consultation with employees	- unless otherwise specified, discussions at a Labour Management Relations Committee under Article 45

contract work	- work other than bargaining unit work, which would normally be funded from sources outside the employer's usual funding source
continuous service	- without a break in the employment relationship through termination from a position under Article 57 without taking up another position with the employer immediately
day	- a calendar day, unless otherwise specified
date of ratification	- <u>May 9, 2010</u>
date of signing	- <u>May 19, 2010</u>
Director	- the staff person at the centre responsible for carrying out the employer's obligations under this agreement
employee	- a member of the bargaining unit
employer	- the non-profit society incorporated under the name of "Nakwaye Ku Child Care Society"
example	- an illustration or an option, not binding on the parties
hours worked	- any hours for which the employee receives wages
management	- the Director and the Board of Directors
partner	- a person of the same or opposite sex with whom the employee lives as a couple
position	- employment in a specific job classification as per Article 16
regular hours	the employee's normal work day
representative	- the employee appointed by members of the bargaining unit to represent bargaining unit members pursuant to Article 6.
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 in an affidavit that:
- a) the employee is a member of a religious organization registered under the Income Tax Act,
 - b) the employee's religious organization prevents the employee from joining a union or making financial contributions to a union, and
 - c) that the employee will make a contribution to a charitable organization of their choice equivalent to union dues,

the employee shall not be subject to the provisions of this Article.

- 5.03 Subject to Clause 5.02 above, membership in the union shall be a condition of employment for all employees at all times.

- 5.04 The union shall inform the employer in writing of the authorized monthly deduction to be checked off for each employee defined in Clause 5.01.
- 5.05 Deductions for union dues shall only be made to the extent that earnings are available. Where an employee does not have sufficient earnings in any pay period to cover the deduction, no union dues are payable for that pay period.
- 5.06 No union, or other organization that would be defined as a "trade union" by the Canada Labour Relations Board, other than the Public Service Alliance of Canada, shall be permitted to have membership dues and/or other monies deducted by the employer from the pay of employees in the bargaining unit.
- 5.07 The amounts deducted in accordance with Clause 5.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 5.08 The employer agrees to indicate the amount of union dues paid by each employee on their T-4 slip.

ARTICLE 6

APPOINTMENT OF UNION REPRESENTATIVES

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

ARTICLE 7

TIME OFF FOR UNION BUSINESS

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

- e) representing the union at a meeting called by management;
 - f) attending meetings with a conciliation officer or conciliation board under the Canada Labour Relations Board concerning this collective agreement.
- 7.02 A union representative shall obtain permission from their immediate supervisor before leaving their work to carry out any of the responsibilities under Clause 7.01, which permission shall not be unreasonably withheld.
- 7.03 Only one union representative at one time may undertake any of the responsibilities listed in Clause 7.01 during work time, unless the employer has specifically requested the involvement of more than one union representative.
- 7.04 An employee shall not suffer any loss of pay as a result of:
- a) attending scheduled meeting with management to deal with a grievance filed by the employee;
 - b) appearing as a witness for the employer at any arbitration hearing or a hearing of a conciliation officer, a conciliation board, or the Canada Labour Relations Board, or
 - c) appearing as a witness at a hearing of a conciliation officer, a conciliation board or the Canada Labour Relations Board at the request of such board.
- 7.05 An employee who is a grievor or a witness for the union shall be given leave without pay to attend an arbitration hearing under Article 31.
- 7.06 An employee who is a witness at a hearing of a conciliation officer, a conciliation board or the Canada Labour Relations Board concerning this collective agreement other than under Clause 7.04(B) or (c) shall be given leave without pay to attend that portion of the hearing necessary to give evidence.
- 7.07 Where operational requirements permit, the employer will grant leave without pay to a maximum of two employees for the purpose of attending contract negotiation meetings on behalf of the union. For all purposes besides pay, this time shall be deemed to be time worked by employees.
- 7.08 If the employee was granted leave without pay to attend the initial contract negotiation meeting on behalf of the union, the employee shall, notwithstanding the limit of two employees in Clause 7.07, be granted leave without pay in accordance with Clause 7.07 to attend subsequent contract negotiation meetings. Leave granted under this Article shall be counted as hours worked for the purposes of seniority under Article 25 to a maximum of hours the employee would have otherwise worked.

- 7.09 In addition to leave without pay described in Clause 7.07, a union representative may be granted up to ten days leave without pay per fiscal year on the same terms set out in Clause 7.07 for the purpose of union business or attendance at conferences or seminars.
- 7.10 The employer agrees, subject to conditions set out in a Letter of Understanding, to grant leave without pay to an employee who is elected president of the union.

ARTICLE 8

INFORMATION

- 8.01 Upon signing this agreement the employer will provide the union with a list of all employees and their classification at the time of signing.
- 8.02 The employer will provide the union with a monthly update of the names and classification of each employee hired since the last report, and the employees promoted, demoted, transferred or terminated. The update must also give the reason for any termination.
- 8.03 When offering a person employment in the bargaining unit, the employer will inform the prospective employee of all the terms of Article 5 (Union Security).
- 8.04 At the time of hire, the employer will inform new members of the bargaining unit, or employees appointed to new positions in the bargaining unit, of the name(s) of the union representative(s) at their workplace.
- 8.05 The employer will distribute copies of this agreement to new members of the bargaining unit.
- 8.06 If this agreement is renewed or amended, the employer will distribute the new version to all members of the bargaining unit. The employer will send a draft copy to the union and one to each union representative for their approval before distributing it to members of the bargaining unit.
- 8.07 If a letter of understanding is signed by the parties interpreting or modifying this agreement, the employer will distribute a copy to each employee.

ARTICLE 9

BULLETIN 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.

ARTICLE 10

JOB SECURITY AND CONTRACTING OUT

- 10.01 There shall be no contracting out of bargaining unit work.
- 10.02 It is not a violation of this Article for the employer to lease the premises to a third party during non-scheduled hours.
- 10.03 If the employer leases the premises to a third party on the basis that the centre will be staffed by people hired by the third party, the employer will give the third party a current list of employees so that the third party may contact them to work if the third party wishes. The employer is not responsible for any employment arrangements made between members of the bargaining unit and the third party in these circumstances, and this agreement does not apply to that work.
- 10.04 If the employer leases the premises on the basis that the employer will also provide staff from the bargaining unit, then the work is bargaining unit work under this agreement, and all of the terms of this agreement apply to it.
- 10.05 The employer will inform any third party leasing the premises that it is the employer's preference to do so under Clause 10.04, rather than under Clause 10.03.
- 10.06 If the employer accepts a contract to offer child care services off the premises, with labour to be supplied by any member of the bargaining unit, then all work done by any member of the bargaining unit in furtherance of the contract is bargaining unit work, and all the terms of this agreement apply to that work. Clause 10.05 applies.
- 10.07 Persons whose jobs are not in the bargaining unit shall not work on any jobs included in the bargaining unit unless other employees are unavailable or there is an emergency.

- 10.08 No employee shall be required or permitted to make a written or verbal agreement with the employer which may conflict with the terms of this agreement.
- 10.09 All rights, benefits, privileges and working conditions of the employees at the time of voluntary recognition shall continue as long as they are not inconsistent with this agreement, but may be changed by mutual consent of the employer and the union.

ARTICLE 11

LAY-OFFS

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

provided the criteria is adopted unanimously 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.

ARTICLE 12

NO DISCRIMINATION

- 12.01 All employees, and the employer, are entitled to work in an environment free of discrimination on the basis of their:
- a) age
 - b) race, national or ethnic origin
 - c) religious belief or activity
 - d) colour or ancestry
 - e) political belief, association or activity
 - f) gender
 - g) pregnancy or pregnancy-related conditions
 - h) sexual orientation
 - i) marital status

- j) family status
- k) physical disability
- l) mental disability
- m) physical appearance or attributes
- n) criminal record or charges
- o) place of residence
- p) union activity or membership, or
- q) association with others identified by the above characteristics.

- 12.02 It is discrimination to treat an employee or the employer unfavourably because of one of the grounds set out above, unless there is reasonable cause to do so.
- 12.03 The employer, the employees and the union shall not engage in discriminatory conduct in their dealings with each other.
- 12.04 It is the employer's responsibility to prevent and stop discrimination in the workplace.
- 12.05 Disciplinary measures or grievances arising from discriminatory conduct will be handled as quickly and confidentially as possible.
- 12.06 If a grievance under this Article is brought against the Director, the Level 1 procedure under Article 31 may be waived at the employee's request. If the grievance is against the Board of Directors, or a committee of the Board, the first level of the grievance procedure will be to the Board of Directors.
- 12.07 Special programs and affirmative action programs designed to prevent or reduce disadvantage resulting from systemic discrimination are permitted. Before implementing any such program, the employer will consult with the Yukon Human Rights Commission and the union.

ARTICLE 13

WORKPLACE HARASSMENT

- 13.01 All employees, and the employer, are entitled to work in an environment free of workplace harassment.
- 13.02 Workplace harassment can take three forms: personal harassment, sexual harassment and abuse of authority. For the purposes of this agreement, these are defined as follows:
- 1) Personal harassment is offensive conduct directed to an individual personally which undermines their dignity and self-respect, and interferes with their ability to do their job or endangers their job. (Examples include racist or

homophobic comments directed to an employee, disrespectful comments meant to demean a person in the eyes of clients or other employees.)

- 2) Sexual harassment consists of sexual comments, gestures, bodily contact or display of pornography which is offensive and unwelcome to the recipient. (Examples include rape "jokes", unwanted sexual invitations, pornographic calendars.)
- 3) Abuse of authority occurs when an individual uses the power of their position in the workplace to undermine, intimidate, threaten or coerce an employee or attempt to influence their career negatively. (Examples include unfair denial or equal opportunities for training or promotion, or intentionally inaccurate performance evaluations.)

- 13.03 The employer, the employees, and the union shall not engage in workplace harassment in their dealings with each other.
- 13.04 A single incident may constitute workplace harassment. It is not necessary that the conduct be ongoing.
- 13.05 It is the employer's responsibility to prevent and stop workplace harassment.
- 13.06 Disciplinary measures or grievances arising from workplace harassment will be handled as quickly and confidentially as possible.
- 13.07 If a grievance under this Article is brought against the Director, the Level 1 procedure under Article 31 may be waived at the employees request. If the grievance is against the Board of Directors, or a committee of the Board, the first level of the grievance procedure will be to the Board of Directors.