

ARTICLE 14

POSITIONS AND CATEGORIES OF EMPLOYMENT

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

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

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

14.04 The four categories of employment are:

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

14.05 For the purposes of this agreement,

Permanent full time employment means indefinite employment amounting to 39 hours per week;

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

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

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

14.06 Term appointments will only be used to:

- a) fill a temporary absence or vacancy in excess of eight months;
- b) fulfil the terms of a contract obtained by the employer from outside its usual funding sources when the period of the contract exceeds eight months; or

- c) staff a pilot project for a period in excess of eight months.
- 14.07 An employee who is not able to work on a scheduled shift must give the employer reasonable notice to allow the employer to backfill the position.
- 14.08 All employees will be given 15-minute paid rest periods during the first and second half of their shift in an area made available by the employer for this purpose. In unusual circumstances, and if mutually agreed upon by the employer and employee(s) affected, the two rest periods may be combined.
- 14.09 All provisions of this agreement apply to term employees.
- 14.10 Casual employees are subject to the provisions of Article 15.

ARTICLE 15

CASUAL EMPLOYEES

- 15.01 The employer will hire employees to fill casual positions to cover for the short term absence of other employees, or for other purposes as needed from time to time by the employer.
- 15.02 The employer will hire a reasonable number of casual employees having regard to:
 - a) the ability of the employer to fill casual positions with qualified employees;
 - b) the desire of the employer to have excess bargaining unit work undertaken by casual employees rather than on-call workers whenever possible; and
 - c) the desire of the employer to provide permanent full time positions rather than casual positions as much as possible.
- 15.03 Persons whose jobs are not in the bargaining unit shall not work on any jobs included in the bargaining unit unless other employees are unavailable or there is an emergency.
- 15.04 Casual employees are expected to be available for work when called in to work, and to inform the director of any period during which they will be unavailable for work. Otherwise, if a casual employee cannot be contacted, or is unavailable without just cause, for three successive attempts on different days by the employer to call the employee in to work, the employee's unavailability may constitute just cause for terminating their employment. However an employee may refuse a shift of less than four hours without penalty.

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

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

ARTICLE 16

CLASSIFICATION

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

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

16.03 The employer agrees that, when new classifications are created, the employer will:

- a) give the union 30 days notice of the intention to create a new classification, and
- b) negotiate the range of pay for the new classification with the union in accordance with principle of equal pay for work of equal value.

16.04 A rate of pay set by the employer after complying with 16.03(b) shall be retroactive to the time the position was first filled by an employee.

16.05 Entry level salaries for existing classifications are as set out in Schedule A.

16.06 Each classification will be assigned a generic list of duties applicable to the classification. A specific position may have duties unique to the position as well.

ARTICLE 17

STATEMENT OF DUTIES

17.01 When an employee is hired, promoted or transferred under Article 27 to another position in the bargaining unit, the employer shall, before the employee is assigned to that position, provide the employee with a current and accurate written statement of duties of the position.

- 17.02 Upon written request, an employee shall be given a complete and current written statement of duties and responsibilities of their position.
- 17.03 Subject to operational requirements, a request by an employee for a change in the assignment of duties shall not be denied without reasonable cause. Article 27 does not apply to a change in the assignment of duties within a position.

ARTICLE 18

OVERTIME

- 18.01 For the purpose of this agreement, overtime means hours worked in excess of 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 operational requirements allow the employer a reasonable choice to assign overtime work, the employer will give the choice to take or refuse the overtime work to employees on the basis of their seniority.
- 18.04 Overtime hours shall not count as hours worked for the purpose of accruing seniority under Article 25.
- 18.05 Employees shall be compensated for overtime at the rate of one and a half times their regular rate of pay.
- 18.06 Overtime worked, if less than a full hour, shall be compensated for all minutes worked, rounded off to the next quarter hour.
- 18.07 Where practical, overtime shall be authorized in advance by the employer. Where operational requirements make this impractical, overtime may be authorized retroactively by the employer.
- 18.08 In lieu of overtime pay, an employee may take compensatory leave of one and a half hours for each hour of overtime worked, provided that:
- a) the employee informs the employer of their preference for compensatory leave before the end of the current pay period, and
 - b) the timing of the leave is mutually agreed upon between the employer and the employee.
- 18.09 Compensatory leave may accumulate to a maximum of five working days. At the end of the fiscal year, or at the time of termination, whichever occurs

first, the employer will liquidate any compensation leave owing and pay it to the employee.

18.10 Overtime accrued through attendance at staff meetings is exempt from the application of Clauses 18.08 & 18.09.

18.11 This Article takes effect October 1, 1993.

ARTICLE 19

TRANSPORTATION & MEALS

19.01 Where an employee is required by the employer to use their personal vehicle, the employer will pay mileage at the rate of \$0.475 per kilometre 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 kilometre, subject to a maximum of \$30.00 per month.

19.03 No employee shall be required, as a condition of employment, to own a vehicle or have access to one.

19.04 The employer may require, as a condition of employment, that an employee holding a certain position maintain a valid driver's licence.

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

ARTICLE 22

GENERAL HOLIDAYS

22.01 The following days are general holidays with pay:

- | | |
|----------------------|---------------------|
| a) New Year's Day | g) Discovery Day |
| b) Rendezvous Friday | h) Labour Day |
| c) Good Friday | i) Thanksgiving Day |
| d) Easter Monday | j) Remembrance Day |
| e) Victoria Day | k) Christmas Day |
| f) Canada Day | l) Boxing Day |

22.02 All employees shall receive general holiday pay for a general holiday. The general holiday pay for a permanent full time employee or a term employee shall be their regular wages for 7.8 hours. General holiday pay for permanent part-time employees and casual employees shall be pro-rated using the number of hours worked by the employee in the previous two weeks ending on the Saturday before the holiday in comparison to a full time employee.

22.03 If operational requirements necessitate an employee working on a general holiday, the employee shall be deemed to be working overtime for all hours worked on the general holiday, and the provisions of Article 18 apply to this work. In addition, the employee shall receive general holiday pay as per Clause 22.02 above.

22.04 Where a paid holiday falls on a day that is not a regular work day for a permanent full time employee, a term employee or a permanent part time employee whose normal work week is 4 hours per day Monday through Friday, the employee shall receive the next regular working day off in addition to general holiday pay.

22.05 Where a general holiday falls on a day that is not a scheduled work day for a casual employee or a permanent part time employee other than one mentioned in Clause 22.04 above, the employee shall receive general holiday pay as per Clause 22.02 only.

22.06 Hours for which general holiday pay is received shall count as hours worked for the purposes of seniority and overtime.

22.07 Notwithstanding anything in this Article, an employee is not entitled to holiday pay if the employee is absent without pay on the regular working day immediately before or immediately after the holiday.

22.08 Where a day that is a general holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

ARTICLE 23

DEALING WITH CLIENTS

- 23.01 In this Article, a "client" means a parent or child who is receiving services from the employer.
- 23.02 No employee, the union or the employer shall discriminate against any client on the grounds set out in Article 12 without reasonable cause.
- 23.03 No employee, the union or the employer shall harass any client in any manner described in Article 13.
- 23.04 In providing childcare services to clients, employees will:
- a) provide appropriate child care services consistent with this agreement and consistent with any written guidelines that may be adopted from time to time by the employer;
 - b) adhere to any written ethical standards established by the employer in consultation with the employees;
 - c) comply with section 38 of the Child Care Act which states:
 - 1) "Any person providing a child care program, or a person employed by a person providing a child care program, who has reasonable grounds to believe that a child enrolled in the program may be a child who is abused, neglected or otherwise in need of protection within the meaning of the Children's Act shall forthwith report the information on which they base their belief to the director, an agent of the director, or a peace officer.
 - 2) No legal action of any kind, including professional disciplinary proceedings, may be taken against a person who reports information under subsection (1) by reason of the person's so reporting, unless the reporting was done maliciously and falsely.

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

- d) participate in debriefing sessions, and seek input from other staff, the director or professional agencies where appropriate; and
 - e) recommend to the director referrals to other services and agencies as appropriate.
- 23.05 All employees and the employer shall make informative written records and reports as required by the employer's policy.

ARTICLE 24

PROBATIONARY 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 the date of hire.
- 24.02 Unless otherwise stated in this Agreement, a probationary employee is entitled to all the rights and benefits of this Agreement, including access to the grievance procedure.
- 24.03 The purpose of the probationary period is to allow the employer to assess whether the employee meets the standards reasonably required by the employer. In assessing this, the employer will give the employee a fair chance to prove their ability, and will make reasonable accommodation and provide reasonable assistance to the employee to do so.
- 24.04 Where a probationary employee does not, and is not likely to, meet the standards reasonably required by the employer, the employer may dismiss the employee. If the employee has completed more than half of their probationary period, and is dismissed under this Clause for reasons other than disciplinary reasons as per Article 30, the employer will provide the employee with two days written notice, or pay in lieu of notice.
- 24.05 Where the employer dismisses a probationary employee under Clause 24.04, the employer will give the employee written reasons for the dismissal.
- 24.06 The employer will inform the employee in writing of the successful completion of the probationary period.
- 24.07 Seniority will not accrue during the probationary period, but upon successful completion of the probationary period, seniority shall accrue retroactive to the date of hire.

24.08 The probationary period may be extended for one additional period of up to three months on terms agreed upon by the employer, the employee and the union.

ARTICLE 25

SENIORITY

25.01 Seniority is defined as the number of hours worked in the service of the employer in any position in the bargaining unit, subject to the provisions of this Article.

25.02 The employer will maintain a seniority list and will update it quarterly, and

- a) at the time of a lay-off,
- b) at the time of on 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 casual positions after the date of signing this agreement, and shall include all employees holding positions in the bargaining unit who were employed on a permanent full time, permanent part-time or term basis on or after June 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.
- 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 weaknesses in each area.
- 26.07 A final copy of the employee's performance evaluation shall go on the employee's personnel file, signed by the employee indicating that the employee has seen it. An employee who disagrees with their performance evaluation may append an explanation to it on the personnel file.
- 26.08 The employer will provide a copy of the performance evaluation to the employee upon request.

26.09 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 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.