

ARTICLE 28

ACTING ASSIGNMENTS

- 28.01 An acting assignment means the temporary assignment of an employee to a different position in the bargaining unit, or to a job in management, in the event of a vacancy or the absence of the incumbent.
- 28.02 The employer will try to fill vacancies as quickly as possible so that acting assignments are kept to a minimum.
- 28.03 To act in a position, it is not necessary that the employee perform all the duties of that position. If the employee performs substantially all of the duties of the position, the employee will be paid the full entry level salary for that position, subject to Clauses 28.04 and 28.05.
- 28.04 In no case shall the employee's acting pay be less than 4% above the employee's current salary.
- 28.05 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 casual employees, except where the casual employee is appointed to act in the position of the director.

ARTICLE 29

STAFF TRAINING AND DEVELOPMENT

- 29.01 The employer recognizes its responsibility to encourage development of staff capability.
- 29.02 The employer will maintain a collection of books and other resources on issues concerning early childhood education and development, and make them available to employees.
- 29.03 The employer will endeavour to keep staff informed of new developments, services and information relevant to clients through posting notices on the bulletin board.
- 29.04 The employer may provide on-the-job training and related staff development opportunities in the form of seminars, courses and conferences. Notices of relevant training opportunities will be posted on the bulletin board.
- 29.05 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 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 This Article does not apply to First Aid and Safety Training under Article 32.

ARTICLE 30

DISCIPLINE

- 30.01 A disciplinary infraction is an act or conduct on the part of an employee which amounts to a breach of this agreement or a breach of the employer's policies in the workplace, or acts of misconduct.
- 30.02 Disciplinary action means action taken by the employer to stop or deter a disciplinary infraction, including:
- a) a verbal warning with a notation on the employee's personnel file initialled by the employee as received
 - b) a written warning with specific written expectations which the employee is required to meet
 - c) a written reprimand
 - d) a suspension with or without pay

e) a demotion, or a dismissal.

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

- 30.03 A verbal warning without a notation on the employees personnel file or suggestion for improvement does not constitute disciplinary action.
- 30.04 The employer will take disciplinary action only where there is just cause, upon being satisfied on reasonable grounds that the employee has committed the disciplinary infraction.
- 30.05 Disciplinary action (except for dismissal) is intended to correct and deter further disciplinary infractions, not punish the employee. The employer will use the least serious form of disciplinary action which will likely stop or deter further disciplinary infractions by the employee.
- 30.06 Before beginning an investigation into a disciplinary infraction, the employer will inform the employee of the intention to conduct an investigation and the grounds for doing so, unless there is reasonable cause to withhold this information from the employee.
- 30.07 Where the employer provides the information to the employee under Clause 30.06, the employer shall also inform the employee of their rights under Clause 30.08.
- 30.08 Before any disciplinary action is taken against an employee, the employer shall give the employee an opportunity, as soon as possible at a time and location convenient to the employee and employer, to present their version of the facts to the employer either alone or, if the employee wishes, with a union representative present.
- 30.09 Where the employer is contemplating suspension, demotion or dismissal for a disciplinary infraction, the employer may suspend the employee for up to three days with pay while deciding what disciplinary action is appropriate.
- 30.10 If any disciplinary action is taken against an employee, the employer will give the employee written notice of the specific disciplinary action taken, the reasons for it, the effective date it commences, and any financial implications for the employee.
- 30.11 A copy of the notice shall be placed on the employee's personnel file, and a copy sent to the union.
- 30.12 Only disciplinary action documented on the employee's personnel file in accordance with this Article may be introduced as evidence at any hearing relating to disciplinary action, such as a grievance arbitration.

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

ARTICLE 31

GRIEVANCE PROCEDURE

- 31.01 The purpose of the grievance procedure is to resolve disputes that arise under this agreement in a fair and expeditious manner.
- 31.02 The union may file a grievance on behalf of an employee ("the grievor"), or on its own behalf, alleging a violation of this agreement.
- 31.03 Where the union chooses not to represent the grievor, and the grievance relates to disciplinary action taken against the employee (Article 30), discrimination against the employee (Article 12), harassment of the employee (Article 13) or a matter concerning an employee performance evaluation (Article 26, excluding Clause 26.04), the employee may file the grievance on their own behalf. If so, all of the rights and obligations of the union in Clause 31.04 through 31.15 apply to the employee. The employee shall not have access to the Level 4 grievance procedure.
- 31.04 A grievance is filed when delivered in writing to the employer. No particular form is necessary as long as the document indicates it is a grievance under this Article, or in some manner indicates it is a formal grievance.

31.05 The Director is authorized to receive grievances on behalf of the employer. The Director shall provide a receipt to the person delivering the grievance stating the date it was received.

31.06 A grievance must be filed within ten days after the cause of the grievance arose, unless the grievor is not at work during that period, in which case the time is extended to ten days following the day the employee returns to work..

31.07 Unless otherwise provided in this agreement, a grievance shall be settled with recourse to the following steps, if needed:

- Level 1 - Director
- Level 2 - Board of Directors
- Level 3 - Mediation
- Level 4 - Arbitration

31.08 When a grievance is filed, the Director shall attempt to settle it at Level 1 unless:

- a) the employee requests that the grievance be waived to another level under Article 12 or 13;
- b) the grievance concerns a wrongful suspension, demotion or dismissal under Article 30, in which case it will commence at Level 2; or
- c) the parties wish to waive the grievance to another level by mutual consent.

31.09 The union may consult with the employer concerning any grievance at any level of the grievance procedure.

31.10 Any time limits in the grievance procedure may be extended by consent of the parties.

31.11 The employer shall not intimidate or threaten an employee who files or wishes to file a grievance, or offer the employee any advantage in exchange for not filing, or withdrawing, their grievance. Lawful exercise of the employer's rights, obligations or options under this agreement is not a violation of this Clause.

31.12 A decision made at any level of the grievance procedure is not binding on the parties unless it is in writing, signed by the decision-maker, and delivered to the parties either by hand or by double-registered mail.

31.13 The Level 1 procedure is as follows:

- 1) Within 10 days of receiving the grievance, the Director will render their decision and forward it to the union as per Clause 31.12.
- 2) If the Director fails to do so, the union may invoke the Level 2 procedure after the tenth day following the filing of the grievance.

31.14 The Level 2 procedure is as follows:

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

31.15 The Level 3 procedure is as follows:

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

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

31.16 The Level 4 procedure is as follows:

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

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

ARTICLE 32

SAFETY AND HEALTH

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

- 32.08 The health and safety representative may appeal to the Chief Industrial Safety Officer to resolve any differences of opinion with the employer concerning health and safety matters and the decision of the Officer shall be final.
- 32.09 An employee may refuse to work or do particular work where the employee has reason to believe that:
- (a) the use or operation of a machine, device, or thing constitutes an undue hazard to that employee or any other person; or
 - (b) a condition exists in the workplace that constitutes an undue hazard.
- 32.10 An employee who refuses to work or do particular work shall forthwith report the circumstances of the matter to their employer or supervisor who shall forthwith investigate the situation reported in the presence of the worker and in the presence of:
- (a) the health and safety representative, who represents the employee, or
 - (b) another employee selected by the employee, who shall be made available and shall attend without delay.
- 32.11 After the investigation referred to in Clause 32.10, and any action taken to remove the hazard, the worker may again refuse to work or do particular work because of that hazard where they have reasonable cause to believe that:
- (a) the use or operation of the machine, device, or thing continues to constitute an undue hazard to that employee or to any other person; or
 - (b) the condition of the workplace continues to constitute an undue hazard.
- 32.12 An employee who refuses to work or do particular work under Clause 32.11 shall forthwith report the circumstances of the matter to the employer or supervisor and the employer or supervisor shall then forthwith report the circumstances of the matter to a safety officer.
- 32.13 No employee may exercise their right under Clause 32.09 or 32.11 if the refusal to perform the work puts the life, health, safety, or physical well-being of another person in immediate danger or if the conditions under

which the work is to be performed are ordinary conditions in that kind of work.

- 32.14 Any expenses related to medical tests required by law for the employee are the responsibility of the employer. Tests required as a pre-condition of employment are not included.
- 32.15 Where the employer requires an employee to undergo a specific medical, hearing or vision examination by a designated qualified medical practitioner, in addition to those required by law, the examination will be conducted at no expense to the employee. The employee shall, upon written request, obtain results of all specific medical, hearing or vision examinations conducted.
- 32.16 No employee who is required by the employer to attend a First Aid and Safety training course shall suffer a loss of pay as a result. The employer shall pay for such course fees and tuition.
- 32.17 Where an employee is injured on the job, the employer shall immediately provide and pay for emergency transportation for the employee to a hospital, physician, home or other place that may be required by the worker's condition.

ARTICLE 33

VACATION LEAVE

- 33.01 A new 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 a casual 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 Clause 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.
- 33.09 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. After that, vacation requests will be granted in the order of the date received by the employer. The employer will make every effort to grant the specific period requested, and to notify the employee in writing within two weeks of the request.
- 33.10 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.
- 33.11 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.
- 33.12 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.
- 33.13 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.
- 33.14 An employee may not be recalled to work while on vacation leave unless on terms satisfactory to the employee and the union.
- 33.15 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.