
ARTICLE 14 - Classification and Reclassification

- 14.01** The Employer will give the Union thirty (30) calendar days notice of its intention to eliminate existing classifications as set out in Appendix "A" - Salary Scales.
- 14.02** If the Employer creates a new classification, it shall establish the salary structure and notify the Union in writing.
- 14.03** If the Employer reclassifies a position as a result of a change in job content, it shall establish the salary structure and notify the Union in writing.
- 14.04** If the Union does not respond within thirty (30) days to the notice given under either 14.02 or 14.03 above, the salary structure shall be deemed to be agreed to by the Union.
- 14.05** If the Union objects to the salary structure established under either 14.02 or 14.03 above, the parties shall negotiate revisions to the salary structure. The revised salary structures shall be retroactive to the employee's date of employment in the new position or the date of reclassification.
- 14.06** If the parties are unable to conclude an agreement on the new or revised salary structure within thirty (30) days of the Employer giving notice under either 14.02 or 14.03 above, the matter may be referred to arbitration in accordance with Article 32 of this Agreement.

ARTICLE 15 - Statement of Duties

- 15.01** When an employee is hired or transferred to another position in the bargaining unit, the Employer shall provide her/him with a current and accurate written statement of duties of the position.
- 15.02** Upon written request, an employee shall be given a complete and current statement of duties and responsibilities of her/his position.

ARTICLE 16 - Overtime

- 16.01** For the purpose of this agreement, overtime means hours of work in excess of 7.5 hours in a given 24 hour period, or 37.5 hours in a week.
- 16.02** The Employer may request an employee to work a reasonable amount of overtime. Should the employee believe that she/he is required to work more than a reasonable amount of overtime she/he may decline, except where an emergency exists.
- 16.03** Employees shall be compensated for overtime work at one and a half times their normal hourly rate.
- 16.04** Instead of overtime pay, employees may take compensatory leave of one and a half hours for every hour of overtime worked, provided the employee notifies the Employer of her/his preference for compensatory leave prior to the end of the current pay period.

16.05 Employees may bank up to 37.5 hours of lieu time to be taken upon an employees' request and with the agreement of their supervisor. Once an employee has accumulated 37.5 hours of lieu time future overtime must be paid out in cash until the 37.5 hours has been reduced.

The 37.5 hours is extended time ie. the calculation at 1-1/2 time has already been made.

In determining approval of a request to use lieu time, the supervisor will consider operational needs.

An employee who has "banked" time may change their mind and request the payment in cash instead.

Any unused compensatory time remaining in the bank at August 31 each year will be paid out in cash.

16.06 Overtime worked, if less than a full hour, shall be compensated for each completed 15 minute period worked.

16.07 Overtime shall be authorized in advance by the Employer. Where operational requirements make this impractical, overtime may be authorized retroactively by the Employer.

ARTICLE 17 - Transportation & Meals

17.01 Where an employee is requested by the Employer to use her/his personal vehicle for job-related purposes, the Employer will pay her/him an allowance at the rate paid by the Government of Yukon on August 1st as adjusted each year.

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

17.03 The Employer may require, as a condition of employment, that an employee holding a certain position maintain a valid driver's license.

17.04 Where an employee is required to travel for work-related purposes, the Employer will pay meal and incidental expenses at the following rates:

	<u>Inside Yukon</u>	<u>Outside Yukon</u>
a) breakfast	<u>\$15.20</u>	<u>\$13.60</u>
b) lunch	<u>\$15.20</u>	<u>\$12.85</u>
c) dinner	<u>\$45.75</u>	<u>\$36.30</u>
d) incidentals	<u>\$11.50</u>	<u>\$11.50</u>

The Employer agrees to pay this allowance in advance. Incidentals will only be reimbursed when an employee is entitled to two of a), b) and c) above.

17.05 Where the Employer provides a vehicle, the Employer will also provide an advance to cover gasoline costs.

17.06 Where an employee is provided an overnight commercial accommodation, single occupancy will be provided if requested by the employee.

ARTICLE 18 - Pay Administration

18.01 The wage schedule covering all employees occupying positions shall be set out in Appendix "A", forming part of this agreement.

18.02 The Employer shall pay wages bi-weekly in accordance with Appendix "A" on every other Friday. In the event of a pay day falling on a general holiday, the pay day will be the last banking day before the holiday.

18.03 Every employee shall receive a statement attached to each cheque showing the gross amount earned, itemized deductions, net amount payable and hours worked.

18.04 Upon request, advances shall be provided prior to a vacation period. Advances may be granted in other extenuating circumstances.

18.05 Regular full-time and regular part-time employees shall move to the next increment step on the salary scale set out in Appendix "A" on each anniversary date, subject to satisfactory service with the Employer.

Term employees and Casual employees shall move to the next increment step on the salary scale upon completion of 1787 hours of satisfactory service with the Employer.

For purposes of this Article, "anniversary date" means the initial date of employment as a regular employee as modified by unpaid leaves of absence of greater than three (3) days granted by the Employer. Maternity, parental and adoption leaves with a duration of 52 weeks or less shall not affect a regular employee's anniversary date.

18.06 Prorated Pay 11 or 12-Month Period

a) Any regular employee who has completed their first year of employment may voluntarily choose to be paid over a 11 month pay period or to have their salary prorated over a 12 month pay period.

b) A yearly audit will be conducted for all employees on the prorated 12 month pay period. Any adjustment as a result of the audit will be reflected during the August pay period unless the employee and the Employer agree otherwise.

18.07 Reporting Pay for Casual Program Assistants

If a casual Program Assistant reports to work on her/his scheduled work day and there is no work or insufficient work available, she/he is entitled to two (2) hours pay. Such reporting pay is subject to the employee and the Employer making reasonable efforts to reduce or avoid these work shortages.

ARTICLE 19 - Community Allowance

19.01 A regular full-time employee who resides and works outside of the Whitehorse area shall receive a community allowance of fifty dollars (\$50.00) to be paid bi-weekly, pro-rated for regular part-time employees, for each bi-weekly payroll period in which the employee receives regular earnings.

ARTICLE 20 - Yukon Bonus

20.01 Effective each anniversary date, a regular full time employee who has completed one (1) year of continuous service with the Employer shall be entitled to a Yukon Bonus of five hundred dollars (\$500), pro-rated for regular part-time employees. The amount of the Yukon Bonus shall be increased to six hundred dollars (\$600.), upon the employee completing five (5) years of continuous service and payable on the fifth (5th) anniversary date, and to seven hundred fifty dollars (\$750.) upon an employee completing seven (7) years of continuous service, and payable on the seventh (7th) anniversary date, prorated for part time employees.

At time of lay-off, a regular employee shall be paid a pro-rated Yukon Bonus based on the number of completed months' of service since her/his last anniversary date.

Eligibility for the Yukon Bonus is dependent on residing in the Yukon and continuing employment with the Employer.

20.02 The Yukon Bonus shall be paid to employees on maternity, adoption or parental leave, either on the employee's anniversary date or upon the employee's return to work, at the employee's option.

20.03 An employee taking maternity, adoption or parental leave shall advise the Employer, prior to going on leave, whether the employee wishes to receive his or her Yukon Bonus on the anniversary date or upon his or her return to employment following the leave.

ARTICLE 21 – Group Benefits Plan/Self Directed Benefits Plan

21.01 Group Benefits Plan – The Employer will pay one hundred percent (100%) of premiums for a group benefits plan that includes extended health care and dental care benefits. All regular full-time and regular part-time employees shall participate in this plan unless such participation is waived or deemed ineligible by the insurer.

21.02 Self Directed Benefits Plan:

a) A self directed benefits plan to a maximum amount of \$1,100.00 per employee (excluding casual employees) will be provided by the Employer on or about September 15th each year for continuing regular full-time, regular part-time and term employees on strength at that date, to whom Article 21.01 does not apply.

b) The amount of money accrued under clause 21.02 (a) will be pro-rated for regular part-time employees and for term employees.

c) Subject to clause 21.02 (a), new employees (excluding casual employees) hired after September 15th will commence accrual of self directed benefits plan credits at the rate of \$100.00 per month, pro-rated where applicable, for each month in which regular pay is received, commencing the first day of the month following date of hire.

21.03 Employees may make claims for reimbursement for eligible expenses under clause 21.05 upon completion of three (3) consecutive months of employment.

21.04 Employees who have monies remaining in their self-directed benefits plan after the first day of work following the summer break but at least three (3) days prior to calculating the amount under clauses 21.02 (a), 21.02 (b) and 21.02 (c) for the new operating year may elect to leave such monies in their self-directed benefits plan or roll such monies into the Group Registered Retirement Savings Plan.

21.05 The parties agree that reimbursement from the self-directed benefits plan will be based on the principle of provision of a receipt related to the following:

- a) dental work
- b) vision care
- c) prescription drugs
- d) vaccinations
- e) orthotics
- f) medically recommended devices and/or equipment
- g) holistic therapies
- h) habilitation and rehabilitation services
- i) chiropractic services
- j) life insurance premiums

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- k) individual Long Term Disability policy
 - l) medically related travel expenses not covered by other agencies
 - m) any other expenses agreed to by the Labour-Management Relations Committee

21.06 An expense may be claimed up to fourteen (14) months following the date the expense has been incurred.

21.07 Employees who are laid-off, resign or terminated for any other reason will have any monies remaining in their self-directed benefits plan rolled into any RRSP unless the parties agree otherwise.

21.08 Any problems that may arise regarding the self-directed benefits plan shall be referred to the Labour-Management Relations Committee prior to the exercise of any rights pursuant to Article 32.

21.09 The self directed benefits plan will be subject to an annual review, and will conform with all generally accepted accounting principles and applicable statutes and regulations.

21.10 Employees on maternity, adoption, parental or care and nurturing leave are eligible for the above provisions.

ARTICLE 22 - Registered Retirement Savings Plan

22.01 All regular full-time, regular part-time and term employees shall be enrolled in the Employer's Group Registered Retirement Savings Plan.

22.02 The Employer shall deduct an amount of three percent (3%) of the employee's gross pay for each bi-weekly pay and deposit such deduction with the Group Registered Retirement Savings Plan holder. In addition the Employer shall match the three percent (3%) of the employee's gross pay for each bi-weekly pay and deposit such monies with the Group Registered Retirement Savings Plan holder.

ARTICLE 23 - Prepaid Leave Prepaid Leave Plan

23.01 The purpose of this Prepaid Leave Plan is to afford employees the opportunity of taking a leave of absence for a period of one (1) year, and through deferral of their salary, finance the leave.

Eligibility and Application Process

23.02 Employees making application must have completed two (2) continuous years of employment at the Child Development Centre.

23.03 The Employer shall not be required to grant leave during the same period of time to more than two (2) employees at the same time and no more than one (1) per Band as specified in Article 46.06.

23.04 An interested employee must make written application no later than May 1, of each year. Such written applications are to be directed to the Executive Director.

23.05 The Employer will respond to the application by May 31, of each year. Such response will be in writing and shall clearly indicate acceptance or denial. The approval of individual requests to participate in the plan rests solely with the Employer. Such approval shall not be unreasonably withheld.

Contract

23.06 All employees wishing to participate in the Plan shall sign the approved contract before approval for participation is granted.

Pay-out Formula

23.07 In each year of the plan, preceding the year of the leave, the employee will be paid a reduced percentage of the applicable salary.

23.08 The remaining percentage of the gross salary will be deducted in bi-weekly installments commencing with the first pay cheque of the month the employee's leave is to commence and will continue to be deducted for a period not to exceed sixty (60) months.

23.09 All deferred salaries will be held in trust in an interest bearing account. The interest earned will accrue to the benefit of the participant.

23.10 In the year of the leave, the amount accumulated in the previous years will be paid to the employee in equal bi-weekly installments. The residual amount will continue to earn interest and any adjustment of accumulation will be paid on the twenty-sixth (26) installment.

23.11 An employee's benefits will be maintained during their prepaid leave. For the purpose of this section of the Collective Agreement, "benefits" means, to the extent that the employee is eligible, the provisions defined under Article 20 (Yukon Bonus), Article 21 (Group Benefits Plan/Self Directed Benefits Plan), Article 26 (Seniority), Article 45 (Long Service Bonus) and Article 46 (Long Term Disability).

23.12 The period of the leave shall be counted for seniority. Leave provisions shall not accrue during the period of leave.

23.13 Time spent on such leave shall not be counted for pay increment purposes.

Withdrawal from Plan

23.14 An employee may withdraw from the Plan only for financial reasons beyond their control and provided notice is given at least ninety (90) calendar days prior to the date on which the leave was to have commenced. Any exceptions to the aforesaid shall be at the discretion of the Employer.

23.15 An employee who withdraws from the Plan shall be paid a lump sum amount equal to any monies deferred plus interest accrued. Payment shall be made within sixty (60) calendar days of withdrawal from the Plan.

23.16 Should an employee die while participating in the Plan, any monies accumulated, plus interest accrued at the time of death, shall be paid to the employee's estate.

23.17 Any payment shall be subject to the Income Tax laws respecting lump sum payments.

Return to Position

23.18 An employee who is granted leave under this Plan shall have the right to return to their former position upon the termination of such leave.

23.19 The employee shall confirm their return date at least two (2) months prior to the expected date of return.

Administration

23.20 Employees shall elect one of the following options:

- a) deferral of thirty-three and one third per cent (33 1/3%) of annual salary per program year (the year commencing on the first work day following the summer break), with the fourth (4th) year as prepaid leave; or
- b) deferral of twenty-five per cent (25%) of annual salary per program year (the year commencing on the first work day following the summer break), with the fifth (5th) year as prepaid leave; or
- c) deferral of twenty per cent (20%) of annual salary per program year (the year commencing on the first work day following the summer break), with the sixth (6th) year as prepaid leave.

23.21 The leave period shall commence at the beginning of the program year following the deferral period.

23.22 Leave period is one (1) year.

ARTICLE 24 - General Holidays

24.01 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 |

24.02 All employees shall receive general holiday pay for a general holiday. The general holiday pay for a full-time employee shall be their regular wages for 7.5 hours. General holiday pay for part-time employees shall be pro-rated in comparison to a full time employee using the number of hours worked by the employee in the previous two weeks ending the Saturday before the holiday. Such amount, if less than the employee's normal pay for that day of the week, shall be adjusted so that the employee shall receive a minimum pay equal to her/his regular rate of pay for that day of the week.

24.03 Hours for which general holiday pay is received shall count as hours worked for the purpose of overtime.

24.04 By agreement between the Union and the Employer, a general holiday may be observed on a specific day other than the designated general holiday.

24.05 Notwithstanding anything in this Article, an employee is not entitled to holiday pay if she/he is absent without pay on the regular working day immediately before and immediately after the holiday.

24.06 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 25 - Probationary

25.01 A new employee shall serve a probationary period of nine (9) working months, except in the following situations:

- a) an employee is promoted or transferred to another position under Article 28;

- b) a term employee who has completed the probationary period, and who is appointed without a break in service to a permanent position with the same classification, is not required to serve another probationary period; or
- c) a term employee who has completed part of the probationary period, and who is appointed without a break in service to a permanent position with the same classification, continues to serve the remainder of the probationary period.

25.02 Unless otherwise expressly stated, a probationary employee is entitled to all the rights and benefits of this agreement, including access to the grievance procedure.

25.03 The purpose of the probationary period is to allow the Employer to assess whether the employee is able to meet the standards reasonably required by the Employer. In assessing this, the Employer will give the employee a reasonable opportunity to prove her/his ability, and will make reasonable accommodation and provide reasonable assistance to her/him to do so.

25.04 Where a probationary 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.

25.05 After the successful completion of the probationary period, the employee shall be so informed in writing.

25.06 Seniority shall not accrue during the probationary period, but upon successful completion of the probationary period, seniority shall be effective retroactive to the date of hire.

25.07 The probationary period may be extended for an additional period of time upon terms agreed to between the Employer and the Union.

ARTICLE 26- Seniority

26.01 Definition

- a) Regular Employee

Seniority for a regular employee is defined as the length of the employee's continuous employment (whether full-time or part-time) from the date of commencement of regular employment, plus any seniority accrued while working as a casual employee or a term employee of the Employer.

- b) Casual Employee or Term Employee

Seniority for a casual employee or term employee is defined as the total number of hours worked by the employee in the institution.

26.02 Seniority – Maintained and Accumulated

Seniority shall be maintained and accumulated under the following conditions:

- a) absence due to an occupational illness or accident recognized as such by the Workers' Compensation Board and as provided for in this Agreement;
- b) absence due to maternity, adoption and parental leaves as provided for in this Agreement;
- c) absence due to any paid leave for the period of the leave;
- d) absence due to the conduct of Union business;
- e) absence due to unpaid leave of a duration of three days or less;
- f) absence without pay for up to one (1) year due to care and nurturing of an immediate family member as defined in paragraphs (a) to (i) inclusive of Article 35.04.

For time periods in excess of those expressed above, seniority shall be maintained but shall not be accumulated.

26.03 The Employer will maintain a seniority list that includes all employees in the bargaining unit, which reflects the commencement of seniority as of June 10, 1991 or their original date of hire, whichever is later.
The Employer will:

- a) update the seniority list on a quarterly basis;
- b) post a copy on the staff bulletin board, and
- c) send a copy to the Union.

26.04 Seniority terminates when an employee is dismissed and not reinstated, or when she/he resigns.

26.05 An employee is deemed to resign if she/he fails to return to work after a leave and:

- a) five (5) days have passed, and she/he has not contacted the Employer, or
- b) the Employer will not grant permission for an extension of the leave, which permission will be given if it is fair and reasonable to do so.

26.06 Although an employee loses her/his seniority when she/he resigns, the Employer will credit the employee with one-half of any previously accrued seniority if she/he resumes employment within two years following her/his resignation. This is meant to attach some value to the employee's experience with the Employer.

ARTICLE 27 - Employee Evaluation

27.01 At least once per year for the first three years, and every third year following, the Employer or the Employer designate will evaluate each employee's performance.

27.02 The Employer will evaluate employees on the basis of:

- i) the duties, responsibilities and other requirements set out in an employee's job description;
- ii) the employee's ability to work cooperatively with clients and their families; and
- iii) the employee's ability to work cooperatively with other members of staff.

The Employer will make reasonable efforts to consult with the employee's appropriate co-workers prior to conducting performance evaluations.

27.03 The Employer will discuss with an employee the draft version of her/his performance evaluation before it is finalized. A final copy of the employee's performance evaluation shall go on the employee's personnel file, signed by the employee indicating she/he has seen it. An employee who disagrees with her/his performance evaluation may append an explanation to it on her/his personnel file.

27.04 The Employer will provide a copy of the performance evaluation to the employee.

27.05 Every year the Employee and the Employer or Employer designate shall identify personal, professional and organizational goals and related training needs.

27.06 In the interim years between the employee's performance evaluation, the Employer or Employer designate shall provide a less formal evaluation including a self evaluation done by the Employee and discussed with the supervisor.

ARTICLE 28 - Promotions and Transfers

- 28.01** Where the Employer wishes to create and fill a new bargaining unit position, or fill a vacancy in an existing bargaining unit position, the Employer will post a notice of the position in the Employer's business office and on the bulletin board provided in Article 9 for at least a week before any public posting or advertisement. This provision may be waived by Agreement between the Parties.
- 28.02** The notice shall specify the nature of the position, the minimum qualifications, the desired qualifications, the hours of work, and the pay rate or range.
- 28.03** The Employer agrees that when a vacancy occurs for a position covered by the certification, the Employer will give union members in the Centre first consideration in filling a vacancy. Where first considered applicants are not appointed to a vacancy, they will be given a verbal or a written explanation as to why their application has not been accepted at the employee's request.
- 28.04** Subject to any affirmative action program established in accordance with Article 11, the Employer will fill positions with the most qualified candidate.
- 28.05** In the selection of candidates for a posted vacancy, capability, performance and qualifications shall be the primary consideration. When such factors are relatively equal, seniority shall be the governing factor.
- 28.06** Within seven calendar days of an appointment under this Article, the Employer will post the name of the successful candidate in the places mentioned in Clause 28.01.
- 28.07** An employee who accepts a term position will not suffer any loss of pay, benefits or seniority as a result of taking the term position.
- 28.08** A regular employee who is promoted or transferred to a regular full-time or regular part-time position shall serve a trial period of ninety (90) days. During the trial period the employee may request or the Employer may require that the employee return to her/his former position without loss of benefits or seniority. Any other employee who was promoted or transferred because of the initial appointment shall also be returned to her/his former position.
- 28.09** An employee shall not be required by the Employer to transfer involuntarily to another position.

ARTICLE 29 - Acting Assignments

- 29.01** An acting assignment means the assignment of an employee to a position on a temporary basis. It is not necessary that an employee perform all of the duties of that position; it is sufficient that she/he perform substantially the duties of the position.
- 29.02** The Employer is not required to make any acting assignments and an employee is not required to accept an acting assignment.
- 29.03** An employee who is acting in a position for more than three days in a row shall receive the salary for that position if it is higher than her/his current salary retroactive to the first day of her/his appointment.
- 29.04** Where an employee is required to perform the duties of a position having a maximum salary that is higher than maximum salary of her/his regular position, the employee shall:
- i) receive the minimum salary for the acting position where that is more than four percent (4%) of her/his present salary; or

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- ii) receive a supplement equal to four percent (4%) of her/his present salary provided that does not exceed the maximum of the range for the acting position; or
 - iii) if the application of (ii) above would exceed the maximum of the range for the acting position, the employee shall receive the maximum salary in the range for the acting position.

29.05 Acting Pay for Education Assistants

When the Employer calls in a substitute Education Assistant to work with a regular Education Assistant in the classroom in the absence of a teacher for in excess of three (3) consecutive classroom days, the regular Education Assistant will receive acting pay in accordance with Article 29.04

- 29.06**
- a) An employee who accepts an acting assignment outside of the bargaining unit may return to her/his regular position without loss of seniority or benefits provided that the acting assignment has a duration of no more than six (6) months.
 - b) An employee who accepts an acting assignment outside of the bargaining unit shall not pay union dues under Article 5 of this Agreement for the duration of that assignment.

ARTICLE 30 - Staff Training and Development

30.01 The Employer recognizes its responsibility to encourage staff training and development that aims to:

- a) reflect Child Development Centre's philosophy;
- b) be proactive in looking ahead to the future;
- c) be financially predictive and within budgetary guidelines;
- d) ensure accountability and fairness through a clearly defined process used to make decisions.

30.02 The Employer will maintain a current collection of books and other resources on issues relevant to Child Development and make them available to employees.

30.03 The Employer will endeavour to keep staff informed of new developments, services and information relevant to clients through posting notices on the bulletin board.

30.04 Subject to budgetary and operational restraints, the Employer agrees to make all reasonable efforts to support staff training and development which enhance the efficient and effective delivery of programs.

30.05 The Professional Development Committee shall allocate staff training and development funds to meet Centre program priorities and objectives.

30.06 The Professional Development Committee will be comprised of the Executive Director, Program Coordinators, and one staff representative or designated alternate. The committee will meet regularly to:

- a) review staff and Centre-wide requests for professional development;
- b) review and monitor the professional development budget;
- c) inform staff of budget;
- d) maintain a binder of professional development opportunities and record of decisions made.

30.07 Requests for staff training will be reviewed by the Professional Development Committee under the following priorities:

- a) Training activities that will benefit the overall operation of the Centre.
- b) Training activities that relate to objectives set out in employee development plan.

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- c) Training activities that will allow an employee to acquire the knowledge and skills necessary to perform their present job.
 - d) Number of training activities attended previously by individual employee or program area.
 - e) Status of employment at Centre (ie. probationary or permanent employee).
 - f) Training activities that will allow employees to keep abreast of new and emerging technology with respect to their current positions.
 - g) The possibility of alternate sources of funding.
 - h) Training activities required to maintain professional standing.

30.08 Following attendance at a workshop or conference, when funding to attend that workshop or conference has been provided by the Employer (whether partial or whole), staff will conduct an appropriate in-service if appropriate for other staff members, within a reasonable period of time.

30.09 Attendance at any training course or program which is required by the Employer shall be without cost to the employee and without loss of pay or benefits. Reimbursements for meal costs will be made upon submission of appropriate receipts, in accordance with Article 17 of this Agreement.

30.10 Attendance at any training courses or programs which is not required by the Employer shall be on such terms as are agreed by the employee and the Professional Development Committee.

30.11 Individuals making a request for a training opportunity will complete a Professional Development Request form and submit it to the Coordinator with sufficient time to allow clarification of information if required. Requests will then be reviewed by the Professional Development Committee, according to the above criteria.

30.12 Education Leave

Employees with a minimum of three (3) years of employment shall be eligible to apply for education leave of up to one (1) year's duration, in accordance with the following:

- a) The period of education leave shall normally commence at end of Summer Break; that is, Discovery Day (third Monday in August).
- b) Subject to operational requirements, another period of leave for education purposes not exceeding one (1) year's duration may be approved by mutual agreement between the employee and the Executive Director.
- c) Employees wishing to apply for education leave shall normally submit a written application to the Executive Director not later than February 1, in any year. The written application shall contain the employee's planned course of study, the name of the institution, an explanation of why the studies will benefit the Employer and the employee, and the period of education leave requested.
- d) An employee who is granted education leave may be entitled to receive monies to cover tuition and books, such monies subject to availability and administered through the Professional Development Committee.
- e) Employees who do not complete one (1) full year of employment on return from education leave may be required to reimburse monies received for tuition and books.
- f) The Employer will make every reasonable effort to return an employee to their previous position upon return from education leave. Employees will be placed in a position with equal pay to that which they occupied at the time of commencement of education leave.

ARTICLE 31 - Discipline

31.01 The Employer will take disciplinary action only where there is just cause for discipline.

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- 31.02** 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.
- 31.03** Where the Employer provides the information to the employee under Article 31.02, the Employer shall also inform the employee of her/his rights under Article 31.04.
- 31.04** 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 her/his version of the facts to the Employer either alone or, if the employee wishes, with a union representative present.
- 31.05** Where the Employer is contemplating suspension, demotion or dismissal for a disciplinary infraction, the Employer may suspend the employee while deciding what disciplinary action is appropriate.
- 31.06** No document, including any performance evaluation review, 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.
- 31.07** The Employer will remove 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 her/him.
- 31.08** An employee shall have access to her/his personnel file upon request, in the presence of the Employer, and may have a copy of any document if she/he wishes.
- 31.09** If the employee consents in writing, the Union representative may have the same rights as the employee in Clause 31.08.
- 31.10** 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.
- 31.11** A Copy of the notice shall be place in the employee's personnel file and a copy shall be sent to the Union.

ARTICLE 32 - Grievance Procedure

- 32.01** The purpose of the grievance procedure is to resolve disputes that arise under this agreement in a fair and expeditious manner. An employee with a difference shall discuss it with her/his immediate supervisor. If a settlement is not reached, the employee shall advise the Union of the difference.
- 32.02** The Union may file a grievance on behalf of an employee ("the grievor"), or on its own behalf, alleging a violation of this agreement.
- 32.03** If a difference arises between the Employer and an employee, or between the Employer and the Union concerning the interpretation, application or alleged violation of this Agreement, the employee(s) shall continue to work in accordance with this Agreement.
- 32.04** 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.
- 32.05** The Executive Director is authorized to receive grievances on behalf of the Employer.

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- 32.06** A grievance must be filed within fifteen (15) 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 fifteen days following the day she/he returns to work.
- 32.07** Any time limits in the grievance procedure may be extended by consent of the parties.
- 32.08** The Employer shall not intimidate or threaten an employee who files or wishes to file a grievance, or offer him/her any advantage in exchange for not filing, or withdrawing, her/his grievance. Lawful exercise of the Employer's rights, obligations or options under this agreement is not a violation of this Clause.
- 32.09** The Executive Director shall hold a hearing within fifteen (15) days of receiving the grievance and respond within fifteen (15) days of such hearing.
- 32.10** The Parties may agree to refer any grievance or dispute to mediation in which case they shall determine mutually acceptable terms for the appointment of a mediator. Each party shall pay one half of the fees and expenses of the mediator.
- 32.11** Either party to this Agreement may refer any grievance to a mutually agreed upon Arbitrator who shall have the power to determine whether any matter is arbitrable within the terms of this Agreement. If the Parties fail to agree on an Arbitrator, either party may request the Minister of Labour to make an appointment.

In addition to any powers contained in the Agreement, the arbitrator has all the powers granted to arbitrators under Part 1 of the Canada Labour Code.

The arbitrator shall hear the grievance as soon as possible and render a decision within thirty (30) days. The decision, is final and binding on each party and any employee affected by it.

The arbitrator may amend a grievance, modify penalties, waive time limits, or make ruling concerning any procedural irregularity.

Each party shall pay one half of the fees and expenses of the arbitrator.

ARTICLE 33 - Safety and Health

- 33.01** To remove any uncertainty, it is agreed that the Yukon Occupational Health and Safety Act applies to this Collective Agreement. The Employer and the Union agree to the appointment of a Health and Safety Committee and a Health and Safety Representative in compliance with the Occupational Health and Safety Act.
- 33.02** Where the Employer requires an employee to undergo a specific medical, hearing or vision examination by a designated qualified medical practitioner, 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.
- 33.03** Employees who are required to maintain First Aid or Cardiopulmonary Resuscitation (CPR) certification shall be granted time off with pay for such training. The Employer shall pay for such course fees and tuition.

This clause excludes time or costs associated with initial certification for new employees who are required to meet First Aid or CPR certification as a condition of employment upon hire or within the first three months of employment.

33.04 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 or chief mines officer may direct; and
- b) observe and, where qualified to do so, assist in or conduct tests for noise, lighting and controlled products or agents in the workplace or part thereof for which they have been selected; and
- c) where there is a serious accident or a serious injury at the workplace, accompany the safety officer during an investigation of the place where the accident or injury occurred.

33.05 The Employer and employees shall provide to the Health and Safety Representative such information and assistance as she/he may need for the purpose of carrying out the inspection or tests referred to above.

33.06 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.

33.07 A Health and Safety Representative is entitled to take such time from work as is necessary to carry out the duties specified above and any time spent shall, for the purpose of calculating wages owing, be deemed to have been spent at work irrespective of whether the Representative would otherwise have been at work.

33.08 The 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.

33.09 A Health and Safety Representative may appeal to the chief industrial safety officer or the chief mines safety officer to resolve any differences of opinion with the employer concerning health and safety matters and the decision of the Chief Officer shall be final.

33.10 An employee may refuse to work or do particular work where she/he has reason to believe that:

- a) the use or operation of a machine, device, or thing constitutes an undue hazard to herself/himself or any other person; or
- b) a condition exists in the workplace that constitutes an undue hazard.

33.11 An employee who refuses to work or do particular work shall forthwith report the circumstances of the matter to her/his Employer or supervisor who shall forthwith investigate the situation reported in the presence of the worker and in the presence of:

- a) a member of the Health and Safety Committee, who represents the employee; or
- b) another employee selected by the employee, who shall be made available and shall attend without delay.

33.12 After the investigation and any action taken to remove the hazard, the worker may again refuse to work or do particular work because of that hazard where she/he has reasonable cause to believe that;

- a) the use or operation of the machine, device, or thing continues to constitute an undue hazard to her/him or to any other person; or
- b) the condition of the workplace continues to constitute an undue hazard.

33.13 An employee who refuses to work or do particular work pursuant to Article 33.12 shall forthwith report the circumstances of the matter to her/his Employer or supervisor and the Employer or supervisor shall then forthwith report the circumstances of the matter to a safety officer.

33.14 No employee may exercise her/his right to refuse work if such refusal 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.