

MEMORANDUM OF SETTLEMENT
between
PUBLIC SERVICE ALLIANCE OF CANADA
and
CHILD DEVELOPMENT CENTRE

The parties hereby agree, subject to ratification by their principals, that the current Collective Agreement in effect is to be continued as amended below:

1. The term of the agreement is from July 1, 2001 to June 30, 2004
2. Appendix "A" - Salary Scale:
 - Increase all rates of pay effective August 21, 2001 by 4%
 - Increase all rates of pay effective August 20, 2002 by 2%
 - Increase all rates of pay effective August 19, 2003 by 2%
3. Amendments to the Collective Agreement as signed-off are attached.
4. Unless otherwise agreed, all provisions above are effective date of ratification or July 1, 2001 whichever is later.

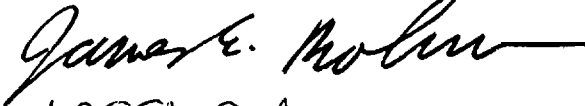
Signed on behalf of Child Development Centre, Whitehorse:

per: 

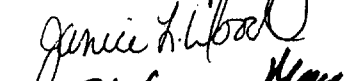
per: 

Dated this 31st day of ^{MAY} ~~June~~, 2001

Signed on behalf of Public Service Alliance of Canada:

per: 

per: 

per: 
Dated this 31st day of ^{MAY} ~~June~~, 2001

Current Article/Appendix #: Article 1.01
Current Title: Purpose of Agreement

Proposed Article/Appendix #: Same
Proposed Title: Same

Notes:

- Amend to include the Child Development Centre (CDC) Code of Ethics

1.01 Purpose of Agreement

The purposes of the Agreement are:

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

may 30/2001
James G. Andrew
James G. Andrew
James G. Andrew

James G. Andrew
James G. Andrew
James G. Andrew

Current Article/Appendix #:	Article 1.03
Current Title:	Definitions
Proposed Article/Appendix #:	Same
Proposed Title:	Same
Notes:	<ul style="list-style-type: none"> • Change 7th entry to “partner or spouse” to reflect wording in Article 33.04 g) • Add definition for Christmas Break • Add definition for Spring Break

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

Christmas Break – Two calendar weeks that include both Christmas Day and New Year’s Day.

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

May 31, 2001

James E. Ruben
 J. M. Simpson
 J. H. L.

G. J. H.
 J. H. L.
 J. H. L.
 L. Base
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Current Article/Appendix #:	Article 7.08
Current Title:	Time Off for Union Business
Proposed Article/Appendix #:	Same
Proposed Title:	Same
Notes:	<ul style="list-style-type: none"> • Incorporate Appendix "J" • Delete appendix

7.08 The Employer agrees to **authorize** a leave of absence without pay to an employee who is elected as President of the Yukon Employees Union (YEU) subject to the following conditions:

- a) The **authorized** leave will be for the term of appointment designated by the Union to a maximum of three (3) years.
- b) Upon **expiry** of the term of office, the employee will assume the duties of the position held by the employee prior to the leave of absence. An employee who is **re-elected** for subsequent term(s) will be guaranteed a position at the same level held before the leave of absence.
- c) If the employee ceases to hold **office**, the employee will return to a position at the same level held before the leave of absence.
- d) The Union agrees to provide the Employer with one month's written notice of the commencement and termination of this leave of absence.
- e) During such leave of absence,, no benefits under this Agreement will accrue or be paid by the Child Development Centre.

James Powell
IM Simpson
Jeniah Ford

May 30, 2001
[Signature]
[Signature]
[Signature]

Current Article/Appendix #:	Article 13
Current Title:	Hours of Work
Proposed Article/Appendix #:	Same
Proposed Title:	Same
Notes:	
	<ul style="list-style-type: none">• Incorporate Appendix "O"• Delete appendix

13.04 Job Sharing

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

May 30, 2001

James E. Kober
Jim Empey
Janice K. Wood

Arthur
Debra
[Signature]

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 of **\$0.44** per kilometre.

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 reimburse her/him for actual reasonable expenses supported by receipts to the following maximum amounts:

- a) breakfast \$ 8.85
- b) lunch \$10.70
- c) dinner \$27.30
- d) incidentals \$ 6.00 outside Yukon/
 \$15.00 inside Yukon

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 ova-night commercial accommodation, single occupancy will be provided if requested by the employee.

Jane Gahl
[Signature]
[Signature]

May 31, 2001
Jane G. Gahl
Mr. Simpson
Jamie H. Wood

Current Article/Appendix #: Article 18
Current Title: Pay Administration

Proposed Article/Appendix #: Same
Proposed Title: Same

Notes:

- Incorporate Appendix "D" as Article 18.06; delete appendix
- Incorporate Appendix "T" as Article 18.07; delete appendix

18.06 Prorated Pay 11 or 12-Month Period

- 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.
- 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.

James E. Arulan
M. O'Spsey
J. Hill

May 31, 2001

G. J. [Signature]
[Signature]
[Signature]
[Signature]

~~MEMORANDUM OF AGREEMENT~~

Re. Self Directed Benefits Plan

Effective August 17, 1999:

a) A Self Directed Benefits Plan in the amount of \$22,000.00 annually will be divided by the number of Full Time Equivalent (FTE) positions (excluding casuals and terms) in the plan on or about September 15th each year. This plan will be funded by the employer.

b) The amount of money available for part-time employees shall be prorated.

c) New employees are not eligible for monies as per clause a) until they have been employed for three (3) consecutive working months. Any monies remaining at the beginning of summer break ~~under clause b)~~ shall be added to the included in the \$22,000.00 for purposes of calculating the-a) above in the next year.

) 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 a) and b) above for the new year may elect to leave such monies in their self-directed benefits plan or roll such monies into the Group Registered Retirement Savings Plan. ~~an RRSP unless the parties agree otherwise.~~

e) 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:

- * dental work
- * vision care
- * prescription drugs
- * vaccinations
- * orthotics
- * medically recommended devices and/o equipment
- * holistic therapies
- * habilitation and rehabilitation services
- * chiropractic services
- * life insurance premiums
- * individual Long term Disability policy
- * medically related travel expenses not covered by other agencies
- * any other expenses agreed to by the Labour-Management Relations Committee

f) An expense may be claimed up to eighteen months following the date the expense has been incurred.

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Boose
Zabala

May 31, 2001
[Handwritten signatures]
James E. Proctor
Jim Simpson
Jhal

~~f) Employees using their money for RRSP purposes shall be entitled to access this plan's money through an installment plan agreed to by the parties.~~

~~New employees are not eligible for monies as per clause a) until they have been employed for three (3) consecutive working months.~~

g) 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.

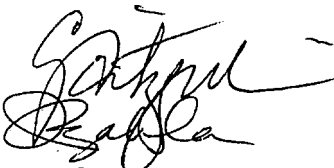
h) Any problems that may arise regarding ~~prior to or following the introduction of the self-directed benefits plan shall will be referred to dealt with at the Labour-Management Relations Committee or a sub-committee of the LMRC prior to the exercise of any rights pursuant to Article 30 33.~~

i) There will be an annual review of the package according to criteria developed by the LMRC.

j) The package will conform with all general accepted accounting practices and all applicable statutes and regulations.

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

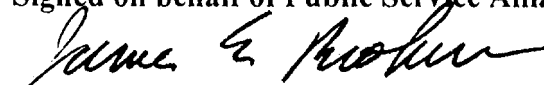
Signed on behalf of Child Development Centre, Whitehorse:


per: 

per: 

Dated this 31st day of ~~June~~^{May}, 2001

Signed on behalf of Public Service Alliance of Canada:



per: 

per: 

Dated this 31st day of ~~June~~^{May}, 2001

ARTICLE AA - Registered Retirement Savings Plan

AA.01 Effective August 21, 2001 all permanent employees shall be enrolled in the Employer's Group Registered Retirement Savings Plan.

AA.02 Effective August 21, 2001, the Employer shall deduct two point five per cent (2.5%) 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 two point five per cent (2.5%) of the employee's gross pay for each bi-weekly pay and deposit such monies with the Group Registered Retirement Savings Plan holder.

May 31, 2001
James G. Mulvaney
M. G. Mulvaney
JHM

CBorse
G. G. G.
J. G. G.

~~DRAFT~~

23
NEW ARTICLE ~~CC~~ - PREPAID LEAVE

Pre-paid Leave Plan

CC.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

CC.02 Employees making application must have completed two (2) continuous years of employment at **the** Child Development Centre.

CC.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 44.

CC.04 An interested employee must make written application no later than March 1, of each year. Such written applications are to be directed to the Executive Director.

CC.05 The Employer will respond to the application by April 1, 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**.

NOTE: The parties agree the dates specified in clause CC.04 and CC.05 will not apply in the first year. The Employer will agree to accept applications up to and including August 13, 2001, and will respond by August 31, 2001.

Contract

CC.06 All employees wishing to participate in the Plan shall sign the approved contract before approval for participation is granted.

Pay-out Formula

CC.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.

CC.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.

CC.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.

[Handwritten signatures]

May 31, 2001
[Handwritten signature]
James S. Proulx
Jim Bimpsey
ghl

CC.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.

CC.11 An employee's benefits will be maintained during their leave.

CC.12 The period of the leave shall be counted for seniority. Leave provisions shall not accrue during the period of leave.

CC.13 Time spent on such leave shall not be counted for pay increment purposes.

Withdrawal from Plan

CC.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.

CC.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.

CC.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.

CC.17 Any payment shall be subject to the Income Tax laws respecting lump sum payments.

Return to Position

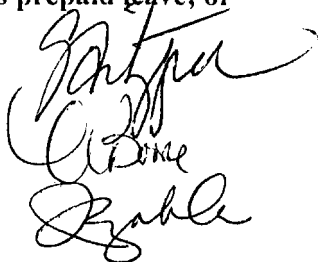
CC.18 An employee who is granted leave under this Plan shall have the right to return to their former position upon the termination of such leave.

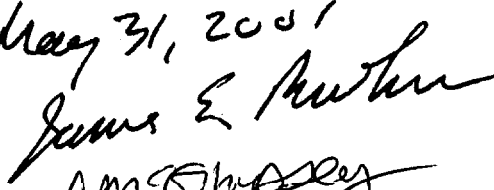
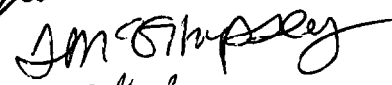

CC.19 The employee shall confirm their return date at least two (2) months prior to the expected date of return.

Administration

CC.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



May 31, 2001




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.

CC.21 The leave period shall commence at the beginning of the program year following the deferral period.

CC.22 Leave period is one (1) year.

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Ryabla

May 31, 2001
James E. Anderson
Jim Shipsey
JKH

Current Article/Appendix #: Article 27
Current Title: Acting Assignments

Proposed Article/Appendix #: Same
Proposed Title: Same

Notes:

- Incorporate Appendix "H" as Article 27.05
- Delete appendix
- Renumber current 27.05 to 27.06

27.05 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 27.04.

James E. Reuber
Jim Simpson
Janice H. Wood

May 30, 2001
Richard
Dabala
C. Stone

Current Article/Appendix #: Article 28
Current Title: Staff Training and Development

Proposed Article/Appendix #: Same
Proposed Title: Same

Notes:

- Incorporate Appendix "N" and Education Leave Policy (page 56)
- Delete appendix and Ed. Leave Policy from addenda to current agreement

- 28.01** The Employer recognizes its responsibility to encourage staff training and development, && *aims to: [insert info below]*
- 28.02** The Employer will maintain a current collection of books and other resources on issues relevant to child development and make them available to employees.
- 28.03** The Employer will endeavour to keep staff informed of new developments, services and information relevant to clients through posting notices on the bulletin board.
- 28.04** 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.
- 28.05** The Professional Development Committee shall allocate staff training and development funds to meet Child Development Centre program priorities and objectives.
- 28.06** 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.

James E. Puhar
Jim Simpson
Phil

May 31, 2001
D. Zahle

Gartner
at Bank

- 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) MI 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.

[Insert under 28.01]:

- 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.

May 31, 2001

James E. Bullock
 JM Simpson
 JKL

John
 Alton
 Zahle

Current Article/Appendix #:	Article 3 1
Current Title:	Safety and Health
Proposed Article/Appendix #:	Same
Proposed Title:	Same
Notes:	<ul style="list-style-type: none"> • Incorporate Appendix "C" • Delete appendix

31.01 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.

31.02 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.

31.03 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.

31.04 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;

May 31, 2001
 James A. Pichon
 Jim Simpson
 JHL

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 J. B. Barte
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- 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.

- 31.05** 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.
- 31.06** 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.
- 31.07** 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.
- 31.08** 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.
- 31.09** 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.
- 31.10** 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.
- 31.11** 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.

May 31, 2001

James E. Pugh
 Jim Simpson
 J. H. L.

G. J. Pugh
 O. B. B. B. B.
 Z. Z. Z. Z. Z.

31.12 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.

31.13 An employee who refuses to work or do particular work pursuant to Article 3 1.12 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.

31.14 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.

May 31, 2001

James E. Paulson
Jim Simpson
J. Hill

G. Hoff
Barbara
Zabla

Current Article/Appendix #: Article 32
Current Title: Vacation Leave

Proposed Article/Appendix #: Same
Proposed Title: Same

Notes:

- Amend first paragraph of Article 32.03 to include regular part-time employees; plus editorial changes
- Amend Article 32.05 to provide same level of benefit to hourly-paid employees as for salaried employees
- Add new Article 32.10 to allow regular employee(s) to provide summer coverage (part-time supervision of casual Program Assistants)

32.03 Regular full-time and regular part-time employees shall be entitled to vacation leave with pay for one month of the 61-day Summer Break period (depending on the term of their employment) plus any days which are not statutory holidays that fall within the Christmas Break and Spring Break as set out in the Whitehorse school calendar.

In the event . . . yearly audit. [no change to other paragraphs]

32.05 All regular full-time, regular part-time and term employees with less than one (1) year's service at commencement of the Summer Break shall receive vacation pay at the rate of 7.7% of gross earnings from date of hire.

32.10 Voluntary Summer Coverage

A regular full-time or part-time employee may volunteer to work during the Summer Break if needed. Where more than one employee volunteers, needs shall be met on the basis of seniority of the volunteers whose capability and qualifications meet the Employer's work requirements.

James P. [unclear]
Jim Simpson
[unclear]

May 31, 2001

[unclear]
[unclear]
[unclear]

[unclear]

ARTICLE 34 - Leave (Sick/Special)

34.01 Accumulation

Regular full-time, regular part-time employees and term employees shall be entitled to the following paid leave benefits.

Employees shall receive 1.5 working days (or portion thereof) sick/special leave credit for each month worked, and if not utilized shall be accumulated **from year to year**.

Regular part-time employees will accumulate sick/special leave credits according to the following formula:

$$\frac{\text{Hours paid per month} \times 1.5 \text{ hours}}{162.5} = \text{"x" days leave credits earned per month}$$

34.02 Qualifying Time

If an employee does not complete six (6) months service with the Employer, any sick/special leave with pay used during the first six (6) months will be returnable to the Employer.

34.03 Payment of Sick/Special Leave

Sick leave with pay is only payable because of sickness or medical travel and employees who are absent because of sickness may be required by the Employer to prove sickness, if such leave exceeds 3 consecutive days.

Special leave shall be granted as follows:

- a) up to four (4) days at any one time where the employee must personally attend to the health of a partner or child, residing with the employee and the employee's attendance is required due to unforeseeable circumstances beyond their control. The employee must take reasonable steps to limit the leave required.
- b) for a serious household emergency - up to one (1) day at any one time;
- c) for attending to personal matters - up to one (1) day at any one time with a maximum of three (3) days per year. Notice of such leave to be provided in advance if possible.

34.04 Benefits Accrued

When an employee is on paid sick leave all benefits of the Agreement shall continue to accrue.

34.05 Expiration of Credits

The Employer may approve an advance of sick/special leave credits for an employee for up to fifteen (15) days where the employee has not accumulated enough sick/special leave credits for

[Handwritten signatures and notes]
Gaither
James Wood
May 31, 2001
JMS/MPA
[Signature]

the sick/special leave she/he requires. In determining whether to grant an advance of sick/special leave credits, the Employer shall consider the length of service of the employee and the Employer's capacity to secure reimbursement from the employee.

An advance of sick/special leave credits shall be reimbursed to the Employer by deduction from future sick/special leave credits or, where the employee's service is terminated before the advance is repaid, by deduction from compensation otherwise owed to the employee.

Where employment is terminated by death, the employee is deemed to have earned the amount of any leave with pay advanced to her/him.

34.06 Enforceable Legal Claims

If an employee has received sick leave with pay and has a legally enforceable claim to compensation or damages for earnings lost during the said period from any third party other than the employee's own insurer under a contract of insurance, the employee shall at the request and expense of the Employer, take all steps reasonably necessary to enforce the said claim. If the employee receives any payment on account of earnings as a result of such claim, the employee shall pay to the Employer so much of the sick payment as relates to the sick leave pay received for the said period and upon so doing, shall receive sick leave credit for the number of days represented by such payment. The employee shall have the option of declining to enforce any legal claim by foregoing any claim they may have against the Employer for paid sick leave during the period which gave rise to the enforceable legal claim.

34.07 Additional Leave

Employees who continue to be off work following the expiration of their paid sick leave, shall be placed on leave of absence without pay for up to twenty-eight (28) calendar days. If the employee requires additional unpaid leave this must be requested in writing prior to the expiration of the aforementioned twenty-eight (28) calendar days and such additional unpaid leave shall not be unreasonably denied.

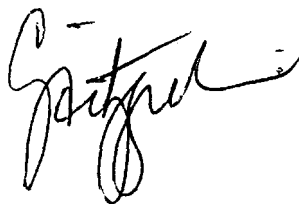
Employees on such leave must maintain contact with their Employer and indicate their expected date of return at least one week in advance.

34.08 Appointments

Where it is not possible to arrange medical, dental or paramedical appointments outside normal working hours, time off work will be granted by the Employer and such hours shall be paid for from accumulated sick leave credits for up to two (2) hours.

34.09 Notice Required

Employees must notify the Employer prior to the commencement of their work day of any anticipated absence from work and, where appropriate, employees must notify the Employer Prior to their return to work.



May 31, 2007
James E. Roberts
JMR
EB

Current Article/Appendix #: Article 35
Current Title: Leave (Unpaid)

Proposed Article/Appendix #: Same
Proposed Title: Same

Notes:

- Add care and nurturing leave (new Article 35.03), consistent with intent of Article 24.02 f).
- Add notice of return for leave without pay exceeding six (6) months (new Article 35.04):
- Add clause (new Article 35.05) stating that employees on unpaid leave are not eligible for benefits under the agreement (for purpose of clarification).

35.03 Care and Nurturing of an Immediate Family Member

An employee shall be granted leave without pay for up to one (1) year related to the personal care and nurturing of a family member, as defined in Article 33.04, in accordance with the following conditions:

- a) an employee shall notify the Employer in writing as far in advance as possible but not less than two (2) months in advance of the commencement date of such leave, unless such notice cannot be given because of an urgent or unforeseeable circumstance;
- b) leave granted under this Article shall be for a minimum period of three (3) weeks;
- c) the total leave granted under this Article shall not exceed three (3) years during an employee's total period of employment with the Child Development Centre.

35.04 Where leave without pay granted under this Article exceeds six (6) months, the employee must notify the Employer two (2) months prior to expiry of the leave of his/her intent to return to work.

35.05 Employees on unpaid leave are not eligible for benefits, unless otherwise provided for in this Agreement.

James E. ...
AM Simpson

May 31 2001
[Signatures]

Current Article/Appendix #:	Article 41
Current Title:	Labour-Management Relations Committee
Proposed Article/Appendix #:	Same
Proposed Title:	Labour-Management Relations
Notes:	<ul style="list-style-type: none"> • Incorporate Appendix "E" • Delete appendix

41.07 Board of Directors Meetings

The parties agree that one member of the bargaining unit will have observer status at all regular meetings of the Board of Directors, in accordance with the following:

- a) The observer will have a voice but no vote at board meetings, and will remove themselves from meetings when any conflict of interest arises such as personnel or collective bargaining issues.
- b) The staff observer will have a one-year term and may be replaced by an alternate. The names of the staff observer and the alternate will be provided at the same time to the Board of Directors.
- c) The staff observer or alternate will not suffer any loss of wages or benefits when attending meetings of the Board of Directors. Subject to the preceding, time spent attending Board of Directors meetings shall not be considered work time.
- d) The Employer agrees to post a copy of the minutes of each meeting of the Board of Directors, excluding any confidential items.

James E. Parker
 Jim Gimpsey
 Jennie L. Ford

May 30, 2001
 Galtner
 [Signature]
 [Signature]

Current Article/Appendix #: Article 44.06
Current Title: Lay-Off in Reverse Order of Seniority

Proposed Article/Appendix #: Same
Proposed Title: Same

Notes:

- Incorporate Appendix "M"
- Delete appendix

44.06 Lay-Off in Reverse Order of Seniority

In the event of a reduction in the work force, employees shall be laid off in reverse order of seniority provided that there are available employees with seniority whose capability and qualifications meet the Employer's requirements for the work of the laid off employees, in accordance with the following:

- An employee subject to lay-off may displace an employee with less seniority within a classification they formerly had at the Child Development Centre, provided she/he is qualified to perform the duties of the position.
- For purposes of determining a lay-off or displacement positions will be grouped in bands as follows:
 - Band 1 Driver
Driver Assistant
 - Band 2 Education Assistant
Program Assistant
 - Band 3 Program Coordinator (Bachelor's degree in relevant discipline)
 - Band 4 Speech Language Pathologist (Master's degree in relevant discipline)
 - Band 5 Occupational Therapist (BSc)
 - Band 6 Developmental. Therapist (Bachelor's degree in relevant discipline)
Teacher (BEd)
 - Band 7 Physiotherapist (BSc)
 - Band 8 Secretary/Receptionist

James E. Paulsen
M. Simpson
J. Hill

May 31, 2001
[Signature]
[Signature]
[Signature]
[Signature]



Current Article/Appendix #: Article 45
Current Title: Duration, Renewal and Retroactivity

Proposed Article/Appendix #: Same
Proposed Title: Same

Notes:

- Amend/update/3-year term (Articles 45.01 and 45.02)
- Delete Memorandum of Settlement (page 57 of current agreement)
- Amend Article 45.04 to comply with Canada Labour Code

45.01 This Agreement shall be binding and remain in effect from July 1, 2001 to June 30, 2004.

45.02 Unless otherwise specified, all provisions of this Agreement take effect on July 1, 2001 or on date of ratification, whichever is later.

45.03 [As is]

45.04 Within four (4) months preceding the termination of this Agreement, either party may by written notice require the other party to begin bargaining collectively with a view to the conclusion, renewal or revision of this Collective Agreement.

45.05 [As is]

45.06 [As is]

May 31, 2001

[Handwritten signatures: G. Gauthier, D. Gauthier, David Brown, Al. B. ...]

*James E. Proctor
 M. B. ...*

ghl

APPENDIX 'A'

SALARY SCALE *
 (see foot note)

		Step 1 (\$)	Step 2 (\$)	Step 3(\$)	Step 4 (\$)	Step 5 (\$)	Step 6 (\$)
Physiotherapist (B.Sc.)	* Annual	41,303.00	42,951.00	44,666.00	46,453.00	48,307.00	50,238.00
Occupational Therapist (B.Sc.)	Bi-Weekly pro-rated	1,588.58	1,651.96	1,717.92	1,786.65	1,857.96	1,932.23
Developmental Therapist Early Childhood Consultant (B.A.) (relevant Bachelor's degree)	Hourly	23.10	24.03	24.99	25.99	27.02	28.10
Classroom Teacher (B.Ed.)							
		Step 1 (\$)	Step 2 (\$)	Step 3(\$)	Step 4 (\$)	Step 5 (\$)	Step 6 (\$)
Speech/Language Pathologist (M.A.) (relevant master's degree)	Annual	43,095.00	44,820.00	46,613.00	48,477.00	50,413.00	52,427.00
	Bi-Weekly	1,657.50	1,723.85	1,792.81	1,864.50	1,938.96	2,016.42
	Hourly	24.11	25.07	26.08	27.12	28.20	29.33
CO-ORDINATOR\$		Step 1 (\$)	Step 2 (\$)	Step 3(\$)	Step 4 (\$)	Step 5 (\$)	Step 6 (\$)
Whitchose Programs (B.A.) Coordinator	Annual	46,393.00	48,041.00	49,756.00	51,543.00	53,397.00	55,328.00
Outreach (B.A.)	Bi-Weekly	1,784.35	1,847.73	1,913.69	1,982.42	2,053.73	2,128.00
(relevant Bachelor's degree)	Hourly	25.95	26.87	27.83	28.83	29.87	30.95
		Step 1 (\$)	Step 2 (\$)	Step 3(\$)	Step 4 (\$)	Step 5 (\$)	Step 6 (\$)
Education Assistant (E.C.E.)	Annual	25,800.00	26,785.00	27,810.00	28,870.00	29,980.00	31,130.00
Program Assistant (E.C.E.)	Bi-Weekly	992.31	1,030.19	1,069.62	1,110.38	1,153.08	1,197.31
Secretary/Receptionist	Hourly	14.43	14.98	15.56	16.15	16.77	17.41
							1252

31

Program

* not pro-rated
 ** pro-rated.

[Handwritten signature]

May 31, 2001
 James E. Parker
 Jim Simpson *[initials]*

HOURLY PAID POSITION		Step 1 (\$)	Step 2 (\$)	Step 3 (\$)	Step 4 (\$)	Step	Step
Transportation Driver	Hourly	17.73	18.42	19.11	19.85		21.43
Driver Assistant/Education Assistant	Hourly	13.99	14.32	14.67	15.02		15.39
Driver Assistant							

* Annual Salary Based on 11 months = 47.67 weeks = 1787.78 Hours

** pro-rated.

PAY NOTES

1. The qualifications (credentials) attached to each classification indicated in Appendix "A" will also include equivalent educational qualifications directly related to those listed.
2. In the event the employer is unable to fill a position with a candidate with the credentials specified in Appendix "A" or Pay Note 1, the parties agree to discuss recruitment options. The employer may advertise in anticipation of such a possibility but will hire in compliance with Appendix "A" or Pay Note 1 whenever possible.

May 31, 2001

James E. Probert
 JM Smalley
 JHL

Steve
 Anthony
 J. J. J.

App. B

**Child Development Centre
Seniority List as at May 18, 2001**

Employee	Position	Effective Date of Hire	Hours
Band 1 - Driver			
Pontinen, Andy	Driver	09-May-00	
Becker, Peter	Driver - Casual	10-Oct-00	5.75
Waite, Kelly	Driver - Casual	01-Feb-01	4.50
Klassen, Alan	Driver Assistant - Casual	02-May-01	21.75
Daffe, Kevin	Driver - Casual	07-May-01	4.75
Band 2 - Education Assistant/Program Assistant			
Scheck, Barbara	Education Assistant	03-Sep-91	
MacDougall, Catherine	Program Assistant	01-Mar-95	
Thomas, Susan	Program Assistant	02-Sep-96	
Cresswell-Clough, Nicole	Education Assistant	10-May-00	
Keleher, Cheryl	Education Assistant	24-Aug-00	
Clements, Lorena	Program Assistant - Term	10-Oct-00	
Harper, Kim	Program Assistant - Casual	24-Apr-01	46 months + 61.75
Rembe, Ulla	Program Assistant - Casual	24-Sep-96	1497.40
Broten, Eleanor	Program Assistant - Casual	28-Oct-97	1015.50
Lefebvre, Dave	Program Assistant - Casual	28-Sep-00	811.50
Kuzma, Monique	Program Assistant - Casual	16-Feb-00	639.00
Martens, Birgit	Program Assistant - Casual	17-Jan-01	524.75
Reynolds, Michael	Program Assistant - Casual	19-Oct-00	503.00
Doucet, Hugo	Education Assistant - Casual	18-Dec-00	478.50
House, DeeDee	Program Assistant - Casual	22-Aug-00	345.00
Kerr, Carlene	Program Assistant - Casual	01-Mar-01	330.00
Thoma, Petra	Program Assistant - Casual	15-Jan-01	227.50
Bennett, Pat	Program Assistant - Casual	28-Nov-00	204.00
Gormley, Christian	Program Assistant - Casual	12-Jan-99	188.00
Craft, Joy	Program Assistant - Casual	15-Jan-01	150.75
Hawkins, Elizabeth	Program Assistant - Casual	02-Apr-01	80.00
Warren, Ruth	Education Assistant - Casual	18-Jan-01	35
Berard, Edna	Program Assistant - Casual	18-Jan-01	14.50
Johnston, James	Education Assistant - Casual	28-Feb-01	13.25
Klien, George	Program Assistant - Casual	27-Nov-00	5.20

for Bond
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
May 31, 2001
[Signature]
[Signature]

Band 3 - Program Coordinator

Read, Jane	Program Coordinator	29-Mar-89
Corniere, Leona	Program Coordinator	01-Sep-89

Band 4 - Speech Language Pathologist

Squair, Alayne	Speech Language Pathologist	30-Oct-92
Kroening, Carole	Speech Language Pathologist	22-Jul-97
Braithwaite, Anne	Speech Language Pathologist	25-May-99
McGimpsey, Tasha	Speech Language Pathologist	23-Aug-00
Dymond, Lisa	Speech Language Pathologist - Term	28-Aug-00

Band 5 - Occupational Therapist

DaSilva, Anne-Marie	Occupational Therapist	17-Sep-93
Taegar, Andrea	Occupational Therapist	17-Aug-99

Band 6 - Developmental Therapist

Buerge, Kate	Developmental Therapist	16-Apr-90
Wood, Jan	Developmental Therapist	16-Jan-93
Plaskett, Rosemary	Developmental Therapist	30-Aug-93
Levesque, Claire	Developmental Therapist	01-Sep-94
Armstrong, Sherri	Developmental Therapist	11-Jun-96
Perreault, Ysabelle	Developmental Therapist - Term	25-Apr-00
Bly-Skalski, Terry Jo	Teacher	24-Aug-00

Band 7 - Physiotherapist

Ramsay, Sheila	Physiotherapist	24-Jan-89
Ritchie, Linda	Physiotherapist	14-Sep-91
Alton, Heather	Physiotherapist	11-May-00
Janz, Kathy	Physiotherapist - Term	22-Aug-00

Band 8 - Secretary/Receptionist

Sanders, Janet	Secretary/Receptionist	21-Sep-00
----------------	------------------------	-----------

eforibouf
Gahner
Rahle

May 31, 2001
James S. Parker
McGimpsey
Al Bone
JML

[Handwritten signatures]

May 31, 2001
James E. ...
JM Simpson
JHE

APPENDIX "AA"

MEMORANDUM OF AGREEMENT

Re: PSAC/YEU PREPAID LEAVE PLAN

I have read the terms and conditions of the PSAC/YEU Prepaid Leave Plan and understand same and I agree to participate in the Plan under the following terms and conditions:

- 1. My **enrollment** in **the** Plan will become effective August , ____ 20____, and salary deferral deductions will commence on that date.
- 2. I wish ____% of my gross annual salary to be deferred.

Note:

- 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
- 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
- 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; or

- 3. I wish my leave period to be for the year starting August , ____ 20____ and ending August , ____ 20____.

Note:

- The leave period shall commence at the beginning of the program year following the deferral period.
- The leave period is one (**1**) year.

Employee's Signature

Date

Witness

Date

AGREED TO BY THE EMPLOYER

For the Employer

Date

APPENDIX "CC"

MEMORANDUM OF AGREEMENT

Re: BENEFITS PLANS

The parties **agree** to share information and ideas through **the Labour/Management Relations Committee** in **order** to evaluate **the** feasibility of establishing a "traditional benefit package."

The Committee may **recommend** to **their** principals a **new** benefits **package** for consideration **during the next** round of bargaining. If information currently **available** is **insufficient** to **evaluate** such feasibility **the Committee** will defer **the issue** until the final year of **the agreement**.

Signed on behalf of Child Development Centre, Whitehorse:

per:

per:

Dated this 31st day of ~~June~~^{May}, 2001

Signed on behalf of Public Service Alliance of Canada:

per:

per:

Dated this 31st day of ~~June~~^{May}, 2001

Appendix "DD"

Release and Indemnification Agreement

Prepared

I have read the terms and conditions of the ~~Deferred Salary~~ Leave Plan (the "Plan") set out in Article 23 in the Collective Agreement and agree to participate in the Plan in accordance with those terms and conditions.

In consideration for the Child Development Centre ("CDC") agreeing to accept my request for participation in the Plan, I hereby agree as follows:

1. The CDC may pay any income tax or other charge that may be levied against any monies administered by or on behalf of the CDC to my credit, including any monies deposited on account of deferred salary contributions and any accrued investment income thereon (collectively the "My Funds");
2. The CDC may also pay from the My Funds any costs or other expenses related to the administration of the My Funds or my participation in the Plan;
3. I shall indemnify the CDC, upon request, from and for any tax, charge, cost or other expense levied against, related to or incurred by My Funds or my participation in the Plan that exceeds My Funds.

May 31, 2001
James E. Andrew
SM Smyth

JH

Boone
Gaitner
S. S. S.

Post-it Fax Note	7671E	Date 31-05-01	# of pages 1 of 1
To Irene Saha		From Don Saha	
Co/Dept. CDA/PSA		Co.	
Phone #		Phone #	
Fax # (607) 657-1		Fax #	

Current Article/Appendix #:	Appendix "K"
Current Title:	MOU – Increases for Specific Employees
Proposed Article/Appendix #:	TBD
Proposed Title:	Same
Notes:	
	<ul style="list-style-type: none">• Update and renew

Change "Sheila Larsen" to "Sheila Ramsay"
Renew/renumber appendix

Jane & Proctor
Jim Simpson
Jennie K. Wood

May 30, 2001
Robert
Boose
Boose

Current Article/Appendix #:	Appendix "G"
Current Title:	MOU – Staff Liaison Committee
Proposed Article/Appendix #:	N/A
Proposed Title:	N/A
Notes:	<ul style="list-style-type: none">• Delete appendix, as no longer applicable

Delete Appendix "G". [See Article 41 for updated labour-management relations mechanisms/processes]

May 30, 2001
C. [Signature]
B. [Signature]
[Signature]

James E. [Signature]
M. [Signature]
Janet L. [Signature]