

**COLLECTIVE AGREEMENT**

**between**

**CHILD DEVELOPMENT CENTRE  
Whitehorse, Yukon Territory**

**and**

**PUBLIC SERVICE ALLIANCE OF CANADA**

2008 OCT 28 2008

**expiry date:  
June 30, 2011**

**CULE I & II**

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## ARTICLE 1 - Purpose of Agreement and Definitions

### 1.01 Purpose of Agreement

The purposes of the Agreement are:

- a) To maintain a harmonious and mutually beneficial relationship between the Employer and its employees and between the Employer and the Union;
- b) 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
- c) 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.

**1.02** The parties to the Agreement share a desire to provide quality service, to maintain professional standards, to recognize the value of joint decision making in matters relating to service delivery to clients, to promote the well-being and increased efficiency of employees so that the children of the Yukon and their parents will be well and effectively served and to establish, within the framework provided by law, an effective and professional working relationship.

**1.03** Definitions Bargaining Unit - all employees described in the certificate issued on June 10, 1991 and the amendment to the certificate issued July 9, 1996, by the Canada Labour Relations Board covering employees of the Child Development Centre.

Bargaining Unit Work - work regularly done by any member of the bargaining unit.

Christmas Break - Two calendar weeks that include both Christmas Day and New Year's Day.

Day - a calendar day, unless otherwise specified.

Employee - a member of the bargaining unit as defined above.

Employer - the Child Development Centre Society.

Hourly and Salary - as specified in "Appendix 'A'"

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.

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

Summer Break - the sixty one days prior to Discovery Day (third Monday in August).

Union - the Public Service Alliance of Canada and/or the Yukon Employee's Union.

## ARTICLE 2 - Management Rights

### 2.01 General Rights

The management of the Centre is vested exclusively in the Employer. All functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by the Agreement are recognized by the Union as being retained by the Employer.

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**2.02** Direction of Employees

The direction of employees, including the hiring, dismissal, promotion, and demotion is vested exclusively in the Employer except **as** may be otherwise specifically provided in the Collective Agreement.

**2.03** Employer Rules

Employees shall be governed by rules adopted by the Employer and publicized on notice boards, or by general distribution, provided that such rules are not in conflict with the Agreement.

**ARTICLE 3 - Application,**

**3.01** The provisions of **this** agreement apply to the Union, the employees, and the Employer.

**ARTICLE 4 - Union Recognition**

**4.01** The Employer recognizes the Union **as** the exclusive bargaining agent for all employees for whom the Union has been certified **as** the bargaining agent.

**4.02** The Employer agrees that there shall be no intimidation or discrimination against any employee by reason of her/his membership in the Union, and the Union agrees that there shall be no intimidation or discrimination on its **part** towards any employee, the Employer, or any employees who are excluded from the bargaining unit.

**4.03** The Employer agrees that, given reasonable notice to the Employer by the Union, an accredited representative of the Union appointed under Article 6 may be allowed access to the work premises for the purpose of investigating a grievance or a complaint by an employee or the Union. Such permission will not be withheld unreasonably.

**4.04** Where **an** accredited representative of the Union enters the work premises **as** provided in 4.03, she/he shall report to the Executive Director or her/his designate before approaching any employees.

**ARTICLE 5 - Union Security and Union Dues Authorization**

**5.01** All employees for whom the Union has been certified **as** the bargaining agent shall be required to pay the Union (through monthly payroll deduction) a **sum** of money equivalent to the membership dues of the Union. **The** Employer shall ensure that Union Dues Authorization forms are signed by new employees following commencement of employment.

**5.02** **An** employee who declares in an affidavit that:

- a) she/he is a member of a religious organization registered under the Income ~~Tax~~ Act,
- b) her/his religious organization prevents her/him from joining a union or making financial contributions to a union, and
- c) that she/he will make **a** contribution to a charitable organization of her/his choice equivalent to union dues shall not be subject to provisions of this Article.

**5.03** Subject to Clause 5.02 above, membership in the Union shall be a condition of employment for all employees for whom the Union has been certified **as** bargaining agent.

**5.04** The Union shall inform the Employer in writing of the authorized bi-weekly deduction to be checked off for each employee defined in Clause 5.01.

- 5.05** Deductions for union dues shall only be made to the extent that earnings are available. Where an employee does not have sufficient earnings in any pay period to permit deductions, the Employer shall not make such deductions from subsequent salary.
- 5.06** No employee organization, as defined by the Canada Labour Code, other than the Union, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.
- 5.07** The amounts deducted in accordance with the Clause 5.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on her/his behalf.
- 5.08** The Employer agrees to type on each employee's T-4 slip the amount of union dues paid during the year.
- 5.09** No employee shall be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of this agreement.

## **ARTICLE 6 - Appointment of Union Representatives**

- 6.01** The Employer acknowledges the right of the Union to appoint employees as representatives.
- 6.02** The Union shall determine the number of representatives and the jurisdiction of each representative, having regard to the plan of organization, the distribution of employees at the work place and the administrative structure implied by the grievance procedure covered by this agreement.
- 6.03** The Union shall provide the Employer with a list of its accredited representatives and will inform the Employer of any revision to the list that may be made from time to time, and the Employer shall provide the Union upon request with a list of employees representing the Employer at the various levels of the grievance process.

## **ARTICLE 7 - Time Off for Union Business**

- 7.01** If the requirements of clauses 7.02 and 7.03 are met, a union representative appointed under Article 6 shall not suffer any loss of pay as a result of undertaking the following responsibilities on behalf of the Union during her/his regularly scheduled work time:
- a) investigating a grievance or complaint of an urgent nature
  - b) meeting with management to deal with a grievance
  - c) attending a meeting of the Labour-Management Relations Committee under Article 43, or any other meeting called by management
  - d) attending an arbitration hearing under Article 32.11
  - e) attending a hearing before the Canada Labour Relations Board, other than a hearing concerning certification, or
  - f) attending meetings with a conciliation officer or conciliation board under the Canada Labour Code.
- 7.02** A union representative shall obtain the permission of her/his immediate supervisor before leaving her/his work to carry out any of the responsibilities listed in Clause 7.01, which permission shall not be unreasonably withheld.
- 7.03** Only one union representative at one time may undertake any of the responsibilities listed in Clause 7.01 during work time, unless the Employer has specifically requested the involvement of more than one union representative.
- 7.04** An employee shall not suffer any loss of pay as a result of



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- a) meeting with management to deal with a grievance
  - b) appearing as a witness for the Employer at any arbitration hearing or a hearing of a conciliation officer, a conciliation board, or the Canada Labour Relations Board, or
  - c) being called **as** a witness by a conciliation officer, a conciliation board or the Canada Labour Relations Board.

**7.05** Where operational requirements permit, the Employer will grant leave without pay to a maximum of two employees for the purpose of attending contract negotiation meetings on behalf of the Union. For all purposes besides pay, this time shall be deemed to be time worked for the employees.

**7.06** If an employee was granted leave without pay to attend the initial contract negotiation meeting on behalf of the Union, she/he shall, notwithstanding the limit of two employees in Clause 7.05, be granted leave without pay in accordance with Clause 7.05 to attend subsequent contract negotiation meetings.

**7.07** In addition to the leave without pay described in Clause 7.05, subject to the Employer's operational requirements, a union representative may be granted up to five (5) working days leave without pay at any one time on the same terms set out in Clause 7.05 for the purpose of union business or attendance at conferences or seminars. The Employer shall not be required to grant leaves without pay for more than a total of fifteen (15) working days per fiscal year.

**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.

**7.09** When a new employee is hired, the following will form a part of the employee's orientation:

- a) The Employer will provide the employee with a copy of the Collective Agreement;
- b) The Employer will **draw** the employee's attention to the compulsory check-off provisions of Article 5, and have the employee sign the required deduction authorization; and
- c) The local president of the Union, or his/her delegate, will be informed of each new hire and be provided with a paid-time period of up to thirty (30) minutes with the new employee, scheduled for a mutually convenient time, in which to discuss the Union in the work environment.

## **ARTICLE 8 - Information**

**8.01** The Employer will provide the Union with a monthly report giving the names of each employee hired since the last report, and the employees promoted, demoted, transferred or terminated. The report shall also give the reason for any termination **as** well as the classification of each employee.

- 8.02** When offering a person employment in the bargaining unit, the Employer will inform the prospective employee of all the terms of Article 5 (Union Security).
- 8.03** At the time of hire, the Employer will inform new members of the bargaining unit, or employees appointed to new positions in the bargaining unit, of the name(s) of the Union representative(s) at their workplace.
- 8.04** The Employer will photocopy and distribute copies of this agreement to new members of the bargaining unit. The **cost** of copying and distribution will be shared equally by the Employer and the Union.
- 8.05** If this agreement is renewed or amended, the Employer will photocopy and distribute the new version to all members of the bargaining unit. The Employer will send a draft copy to the Union and one to each union representative for their approval before distributing it to members of the bargaining unit.
- 8.06** If a letter of understanding is signed by the parties interpreting or modifying this agreement, the Employer will provide a copy to each employee.

### **ARTICLE 9 - Bulletin Board Space**

- 9.01** The Employer shall provide bulletin board space in a reasonable location clearly identified for the use of the Union for posting notices pertaining to elections, appointments, meeting dates, news items, and social/recreational affairs.

### **ARTICLE 10 - Contracting Out**

- 10.01** The Employer agrees that it will not contract out bargaining unit work that will result in the lay-off or reduction in the regular hours of work of employees within the bargaining unit during the term of this Agreement. Except in cases of emergency, the Employer will discuss with the Union any work which it intends to contract out if members of the bargaining unit could perform such work.

### **ARTICLE 11 - No Discrimination**

- 11.01** All employees, and the Employer, are entitled to work in an environment free of discrimination or harassment. The Employer, employees and the Union shall not engage in discriminatory conduct or harassment with each other.
- 11.02** The Employer and the Union subscribe to the principles of the Yukon Human **Rights Act**.
- 11.03** It is the Employer's responsibility to prevent and stop discrimination or harassment in the workplace, including discriminatory conduct or harassment on the part of clients or their representatives.
- 11.04** Harassment may be any one of the following:
- a) Personal harassment means any improper behaviour by a person that is directed at and offensive to an employee of the Child Development Centre, which the first person knew or ought reasonably to have **known** would be unwelcome. Personal harassment comprises objectionable conduct, comment or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient. This includes harassment **as** described in Section 13 of the Yukon Human **Rights Act**.
  - b) Sexual harassment means any conduct, comment, gesture or contact of a sexual nature:
    - i) that might reasonably be expected to cause offense or humiliation; or

- ii) that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- c) **Abuse of authority** means an individual's improper use of power and authority inherent in the position held, by **means** of intimidation, threats, blackmail or coercion. **This** comprises actions which endanger **an** employee's job, undermine an employee's ability to perform the job or **threaten** the economic livelihood of **an** employee. However, it shall not include the legitimate exercise of an individual's supervisory power of authority.

**11.05** For purposes of clarification only, under the Yukon Human Rights Act, it is discrimination to treat an employee unfavourably on any of the following grounds:

- a) ancestry, including colour and **race**;
- b) national **origin**;
- c) ethnic or linguistic background or origin;
- d) religion or **creed**, or religious belief, religious association, or religious activity;
- e) **age**;
- f) sex, including pregnancy, and pregnancy-related conditions;
- g) sexual orientation;
- h) physical or mental disability;
- i) criminal charges or criminal record;
- j) political belief, political association or political activity;
- k) marital or family **status**;
- l) actual or presumed association with other individuals or groups whose identity or membership is determined by any of the grounds listed in paragraphs a) to k).
- m) in addition to those grounds identified above, it is prohibited to discriminate on the grounds of gender identity.

It is not discrimination if treatment is based on:

- a) reasonable requirements or qualifications for the employment;
- b) on a criminal record or criminal charges relevant to the employment;
- c) other factors establishing reasonable cause for discrimination.

**11.06** Disciplinary measures or grievances arising from discriminatory conduct will be handled **as** quickly and confidentially **as** possible. Any level of the grievance procedure may be waived by the employee if the person hearing the grievance is the subject of the complaint.

**11.07** Special programs such **as** affirmative action programs or employment equity programs designed to prevent or reduce disadvantage resulting from systemic discrimination are permitted. Before implementing any such program, the Employer will consult with the Yukon Human Rights Commission and the Union.

## **ARTICLE 12 - Definition of Employee Status & Benefit Entitlement**

For the purpose of this Article "regularly scheduled" means any combination of **shifts** scheduled in advance and issued by the Employer.

Employees at the commencement of their employment and at all times will be kept advised by the Employer into which of the following categories they are assigned.

### **12.01 Regular Full-Time Employees**

Regular full-time employees are those who are regularly scheduled to work 7 1/2 hours per day, 37 1/2 hours per week or equivalent.

## Benefit Entitlement

Regular full-time employees accumulate seniority and are entitled to all benefits of this Agreement.

### 12.02 Regular Part-Time Employees

Regular part-time employees are those who are regularly scheduled on a consecutive week to week basis, and who work less than **37 1/2** hours per week.

#### Benefit Entitlement

- i) Regular part-time employees accumulate seniority and are entitled to all benefits of this Agreement, including the following, which are provided on a pro-rated basis:

Article 19 -	Community Allowance
Article 20 -	Yukon Bonus
Article 21 -	<u>Group Benefits Plan/Self-Directed Benefits Plan</u>
Article 22 -	Registered Retirement Savings Plan
Article 24 -	General Holidays
Article 34 -	Vacation Leave
Article 35 -	Bereavement Leave
Article 36 -	Leave (Sick/Special)
<u>Article 40 -</u>	<u>Maternity Leave</u>
<u>Article 41 -</u>	<u>Adoption Leave</u>
<u>Article 42 -</u>	<u>Parental Leave</u>
<u>Article 45 -</u>	<u>Long Service Bonus</u>
<u>Article 46 -</u>	<u>Long Term Disability</u>

### 12.03 Casual Employees

**Casual** employees are employed to work in the following capacities:

- (1) on call-in basis and not regularly scheduled;
- (2) in a temporary work load situation for a period of six (6) months or less;
- (3) relief in a specific position for a period of six (6) months or less;
- (4) work which is not of a continuous nature, including positions created **to** carry out special projects, emergencies, and special programs such **as**:
  - student employment
  - job development grants
  - Canada Works projects

Where a casual 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.

The Employer will give the employee a reasonable opportunity to prove her/his ability, and will make reasonable accommodation and provide reasonable assistance to do so prior to a termination above.

#### Benefit Entitlement

Casual employees **are** not entitled to the following provisions of this Agreement:

Article 19 -	Community Allowance
Article 20 -	Yukon Bonus
Article 21 -	<u>Group Benefits Plan/Self-Directed Benefits Plan</u>
Article 22 -	Registered Retirement Savings Plan
Article 34 -	Vacation Leave
Article 35 -	Bereavement Leave

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Article 36 - Leave (Special)  
 Article 37 - Leave (Unpaid)  
 Article 38 - Court Leave  
 Article 40 - Maternity Leave  
 Article 41 - Adoption Leave  
 Article 42 - Parental Leave  
Article 45 - Long Service Bonus  
Article 46 - Long Term Disability

Except, casual employees:

- 1) will accrue sick leave benefits per Article 36.01, and;
- 2) may use sick leave per Article 36.03, excluding special leave.

#### 12.04 Term Employees

Term Employees will not be hired except as follows:

- (1) to fill a vacancy created by the leave of another employee for a period of more than six (6) months;
- (2) to fulfill the terms of a contract obtained by the Employer; or
- (3) in a temporary work load situation exceeding ~~six~~ (6) months and not to exceed twelve (12) months unless the parties agree otherwise.

#### Benefit Entitlement

Term employees are entitled to all benefits of this Agreement, pro-rated where the term employee is part-time.

### ARTICLE 13 - Hours of Work

**13.01** ~~An~~ Employee who is unable to report for duty shall give reasonable notice of her/his unavailability.

**13.02** The Employer will provide two (2) paid rest periods of fifteen (15) minutes each per full working day or one (1) paid period of fifteen (15) minutes per each 3.75 hours of work.

**13.03** With the approval of the Employer, employees may work flexible hours in order to provide clients with appropriate support, care or therapy. Such approval shall not be withheld unreasonably.

Where flexible hours have been approved, employees will schedule their own off and on duty hours of work in consultation with the Executive Director or designate and with due regard to the requirements of their clients.

Employees shall keep a record of hours worked and shall, wherever possible, schedule time off within a three (3) month period to compensate for extra hours worked during the three (3) month period. If it is not possible to schedule the time off within the ~~three~~ month period, then the employee shall have the option of having her overtime paid out at the appropriate overtime rate according to Article 16, or taking the overtime ~~as~~ time off in lieu at a time mutually agreed to by the employee and Employer.

**Any** employee who at time of termination or lay-off has accumulated time off during the preceding three months shall be given the time off in lieu or be paid.

#### 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.

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### **13.05 Flex Days for Administrative Assistant**

The **annual** hours of work for the Administrative Assistant will be adjusted to allow for **three (3)** days to be worked at the beginning of the Summer Break in lieu of **three (3)** days to be taken by mutual agreement at another time during the work year.

### **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 1<sup>st</sup> 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 (5<sup>th</sup>) anniversary date, and to seven hundred fifty dollars (\$750.) upon an employee completing seven (7) years of continuous service, and payable on the seventh (7<sup>th</sup>) 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.



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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 15<sup>th</sup> 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 15<sup>th</sup> 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 selfdirected 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 selfdirected benefits plan or roll such monies into the Group Registered Retirement Savings Plan.

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

- a) dentalwork
- b) visioncare
- c) prescription drugs
- d) vaccinations
- e) orthotics
- f) medically recommended devises and/or equipment
- g) holistic therapies
- h) habilitation and rehabilitation services
- i) chiropractic services
- j) life insurance premiums

- 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 selfdirected benefits plan rolled into any RRSP unless the parties agree otherwise.
- 21.08** Any problems that may arise regarding the selfdirected 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.

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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.

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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 (4<sup>th</sup>) 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 (5<sup>th</sup>) 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 (6<sup>th</sup>) 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.

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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 shehe resigns.

**26.05** An employee is deemed to resign if shehe fails to return to work after a leave and

- a) five (5) days have passed, and shehe **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 herhis seniority when shehe resigns, the Employer will credit the employee with one-half of any previously accrued seniority if shehe resumes employment within two years following herhis 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 herhis 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 shehe has seen it. An employee who disagrees with herhis 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.

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**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

- 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.

- 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.

- 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.

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**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.

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**ARTICLE 34 - Vacation Leave**

- 34.01** Regular full-time and regular part-time employees shall earn vacation leave credits **as** set out in this Article.
- 34.02** Vacation leave shall normally be taken during the summer break, and the granting of vacation leave at any other time shall be at the sole discretion of the Executive Director.
- 34.03** 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 which fall within the Christmas Break and Spring Break **as** set out in the Whitehorse school calendar.

In the event that an employee takes in excess of three (3) days of unpaid leave, the employee's vacation pay will be reduced **as** follows:

Number of unpaid leave days **x** 7.7% **x** actual rate of pay for days absent.

This calculation will be done at the yearly audit.

- 34.04** After one year of continuous employment regular part-time employees shall have vacation leave pro-rated.
- 34.05** 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.
- 34.06** Employees with more than one year of service who resign shall receive vacation pay at the rate of 7.7% of gross earnings for any period for which they have not previously received vacation pay.
- 34.07** The Employer may advance up to 37.5 hours of vacation time to an employee who has not yet earned the vacation credits, subject to operational requirements, and subject to the Employer's capacity to secure reimbursement from the employee.
- 34.08** **An** advance of vacation leave credits shall be reimbursed to the Employer by deduction from future vacation leave credits or, where the employee's service is terminated before the advance is repaid, by deduction from any compensation outstanding to the employee.
- 34.09** **An** employee may not be recalled to work while on vacation leave except where an emergency exists.

**34.10** 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.

**ARTICLE 35- Bereavement Leave**

- 35.01** Upon the request of an employee, the Employer shall grant the employee bereavement leave with pay for up to three working days where there is a death in the employee's family.
- 35.02** In lieu of the leave in Clause 35.01 above, the Employer shall, upon the request of the employee, grant the employee bereavement leave with pay for up to three working days where there is **an** imminent death in the employee's family. The Employer may request a physician's statement to verify this.

**35.03** **An** employee who must travel out of Whitehorse due to the death or imminent death shall be granted leave with pay for **an** additional travel day or days **as** are required to travel, up to a maximum of two days.

**35.04** For the purpose of this Article, "family" means the employee's:

- a) parent
- b) step-parent
- c) foster parent
- d) grandparent or grandchild
- e) sibling
- f) stepsibling
- g) partner or spouse
- h) child, including a child to whom the employee **stands** in the place of parent
- i) partner of the employee's child, including a child to whom the employee **stands** in the place of parent
- j) partner's parent or sibling
- k) aunt or uncle
- l) niece or nephew
- m) any other person residing with the employee at the time of death or imminent death.

**35.05** **An** employee may be granted additional bereavement leave without pay upon request for up to five days without loss of benefits under this agreement. **An** employee who is on bereavement leave without pay shall remain a member of the bargaining unit and is entitled to all the benefits of this agreement except that the employee shall not accrue leave with pay during a period of bereavement leave without pay.

## **ARTICLE 36 - Leave (Sick/Special)**

### **36.01 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:

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

### **36.02 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 five (**5**) days at any one time where the employee must personally attend to the health of a spouse, partner, child, parent, foster parent or step parent 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.

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- 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.

### **36.03** Benefits Accrued

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

### **36.04** 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 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.

### **36.05** 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.

### **36.06** 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.

### **36.07** 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.

### **36.08 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.

### **ARTICLE 37 - Leave (Unpaid)**

**37.01** Requests for unpaid short term or extended leave of absence shall be made in writing to the Executive Director or designate, and may be granted ~~at~~ the Employer's discretion with due regard to operational requirements. The Employer will make a reasonable effort to comply with a request for unpaid leave. Reasonable notice requesting level of absence shall be given by the employee. The Employer shall inform the employee, in writing within a reasonable period, of the acceptance or refusal of the request.

**37.02** Applications for education leave will be in accordance with the Education Leave Policy in effect on the date of signing of the Collective Agreement.

#### **37.03 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 **35.04**, 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.

**37.04** 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.

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

### **ARTICLE 38 - Court Leave**

**38.01** No employee shall suffer a loss of pay if her/his absence **from** work is due to attending court in response to a **jury** summons or a witness subpoena.

**38.02** No employee shall suffer a loss of pay if her/his absence from work is due to her/his attendance **as** a witness before an adjudicative board in circumstances unrelated to her/his work, -so long **as** he/she has received a subpoena.

**38.03** **An** employee who is absent for reasons described in Clause **38.01** or **38.02** shall return to work if she/he can do so in time to complete one half of the day's work.

**38.04** No employee who is required to attend court in connection with the performance of her/his job duties shall suffer any loss of pay **as** a result.

**38.05** **An** employee who is called **as** a witness by the Employer at an arbitration hearing under Article **32** shall not suffer any loss of pay **as** a result.



**38.06** Subject to receiving the benefits of Article 38.01, when an employee receives any payment for attending ~~court~~, the employee shall relinquish the payment to the Employer.

### **ARTICLE 39 - Workers' Compensation**

**39.01** All employees shall be covered by the provisions of the Workers' Compensation Act.

**39.02** Employees shall receive directly from the Workers' Compensation Board any wage loss benefits to which they may be entitled. While an employee is in receipt of W.C.B. wage loss benefits, statutory holidays and vacation will not accrue. However, unused vacation credits accrued in previous years shall not be lost as a result of this article.

Employees who qualify for W.C.B. wage loss benefits shall not have their employment terminated during the compensable period, except for just cause.

**39.03** Where an employee has been granted sick leave, and is subsequently approved for injury on duty leave for the same period, any sick leave credits used shall be reinstated to the employee.

**39.04** While on injury-on-duty leave, the employee shall remain a member of the bargaining unit and shall receive all the benefits of this agreement except that the employee shall not accrue leave with pay, or take leave with pay, during a period of injury-on-duty leave.

**39.05** In the event that an employee is unable to perform her/his duties as a result of a personal injury suffered while off duty, but related to the performance of her/his job duties, the Employer and union will meet to discuss reasonable terms of assistance for the employee.

### **ARTICLE 40 - Maternity Leave**

**40.01** Upon giving at least four (4) weeks notice before the day on which the employee intends to begin the leave. with a certificate of a medical practitioner stating the employee is pregnant and the probable date of the birth of the child. an employee who has completed her probationary period under Article 25 is entitled to a leave of absence without pay.

**40.02** Maternity leave may be for a period of up to 52 weeks, which may be taken before or after the birth of the baby, or partially before and partially after.

**40.03** An employee may take less than 52 weeks if she wishes.

**40.04** The employee must give two months notice that she intends to return to work. Otherwise the Employer will make reasonable efforts to contact the employee within the next two weeks to determine her intentions. If the Employer cannot contact the employee, her employment is deemed to terminate on the date on which she should have notified the Employer.

**40.05** In the event that an employee on maternity leave decides not to return to work, and communicates this to the Employer two months prior to her previously agreed upon date of return, her employment shall terminate on the date on which her leave expires or at any sooner date the employee wishes.

**40.06** An employee on maternity leave shall remain a member of the bargaining unit, and shall have all the benefits of this agreement except where the maternity leave exceeds 52 weeks.

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).

- 40.07** Where a doctor's certificate is provided indicating that the employee requires a longer period of maternity leave for health reasons, or where the employee's newborn child is suffering serious medical problems, an extension of maternity leave may be granted by the Employer subject to operational requirements.
- 40.08** An employee may use sick credits she has **earned** in accordance with Article 36 either before or after her maternity leave if she is suffering from pregnancy-related disability.
- 40.09** Upon returning to work, the employee shall resume her previous position, or a comparable position. The Employer will make every reasonable effort to assign her to her previous position.
- 40.10** An employee who has been in the continuous service of the Employer for one year, prior to the commencement of her maternity leave, shall be entitled to a cash payment equivalent to 55% of her regular salary for a two week **period** (to the maximum payable by EI). This amount would be added on to her final pay period before **starting** the leave. Such payment shall be reported on the Record of Employment **as a supplemental allowance pursuant to the Employment Insurance Regulations. In addition, for a maximum of twenty four (24) weeks, where an employee applies for and is eligible for EI benefits, the employee shall be entitled to a supplemental allowance equivalent to the difference between the EI benefits the employee is eligible to receive and seventy-five percent (75%) of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.**
- 40.11** Employee's wages which have been held back **as** part of the pro-ration of wages to cover the summer leave, shall, for employees taking maternity leave, be paid to the employee upon the employee going on leave.
- 40.12** Vacation pay shall be paid **to** employees **taking** maternity leave either at the beginning of the employee's leave, or during the normal summer break for which vacation pay is paid, at the employee's option.

The employee must advise the Employer, prior to taking leave, of which option the employee wishes for payment of her vacation pay.

#### **ARTICLE 41 - Adoption Leave**

- 41.01** An employee who has completed her/his probationary period under Article 25 who adopts a child shall, subject to giving at least four (4) weeks notice to the Employer, be granted leave without pay for a period of up to 52 weeks for the purpose of adoption. Such leave may not commence earlier than one week before the expected date of the child coming to live with her/him for the purpose of **an** adoption.
- 41.02** The employee shall furnish proof of the adoption.
- 41.03** An employee may take less than 52 weeks adoption leave if she/he wishes.
- 41.04** An employee must give two months notice that she/he intends to return to work. Otherwise the Employer will make reasonable efforts to contact her/him to determine her/his intentions within the next two weeks. If the Employer cannot contact the employee, her/his employment is deemed to terminate on the date on which she/he should have notified the Employer.
- 41.05** In the event that an employee on adoption leave decides not to return to work, and communicated this to the Employer two months prior to her/his previously agreed upon date of return, her/his employment shall terminate on the date her/his leave expires, or such sooner date **as** the employee wishes.

**41.06** An employee on adoption leave shall remain a member of the bargaining unit, and shall have all the benefits of this agreement, except where the adoption leave exceeds 52 weeks.

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).

**41.07** Where a doctor's certificate is provided as set out in Clause 40.07, an extension of adoption leave may be granted by the Employer, subject to operational requirements.

**41.08** Upon returning to work, the employee shall resume her/his previous position, or a comparable position. The Employer will make every reasonable effort to assign her/him to her/his previous position.

**41.09** An employee who has been in the continuous service of the Employer for one year, prior to the commencement of his or her adoption leave, shall be entitled to a cash payment equivalent to 55% of her regular salary for a two week period (to the maximum payable by E.I.). This amount would be added on to her final pay period before starting the leave. Such payment shall be reported on the Record of Employment as a supplemental allowance pursuant to the Employment Insurance Regulations. In addition, for a maximum of twenty four (24) weeks: where an employee applies for and is eligible for EI benefits, the employee shall be entitled to a supplemental allowance equivalent to the difference between the EI benefits the employee is eligible to receive and seventy-five percent (75%) of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.

**41.10** Employee's wages which have been held back as part of the pro-ration of wages to cover the summer leave, shall, for employees taking adoption leave, be paid to the employee upon the employee going on leave.

**41.11** Vacation pay shall be paid to employees taking adoption leave either at the beginning of the employee's leave, or during the normal summer break for which vacation pay is paid, at the employee's option.

The employee must advise the Employer, prior to taking leave, of which option the employee wishes for payment of his or her vacation pay.

## ARTICLE 42 - Parental Leave

**42.01** An employee who has completed her/his probationary period under Article 25 and who gives at least four (4) weeks notice to the Employer is entitled to parental leave without pay for a period of up to thirty-seven (37) weeks, upon becoming a parent due to the birth or adoption of a child by the employee or her/his partner who resides with the employee.

Where two employees become the parents of the same child, both employees are entitled, upon completion of their probationary periods under Article 25, to parental leaves which, when combined, do not exceed a continuous period of thirty-seven (37) weeks.

**42.02** An employee who is granted parental leave must complete the leave no later than one year after the date of birth or adoption of the child.

**42.03** Where an employee intends to take parental leave in addition to maternity leave, the employee must begin the parental leave immediately upon expiry of the maternity leave, unless the Employer agrees otherwise.

**42.04** An employee must give two months notice that she/he intends to return to work. Otherwise the Employer will make reasonable efforts to contact her/him to determine her/his intentions within the next two weeks.

If the Employer cannot contact the employee, her/his employment is deemed to terminate on the date on which she/he should have notified the Employer.

- 42.05** In the event that an employee on parental leave decides not to return to work, and communicated this to the Employer two months prior to her/his previously agreed upon date of return, her/his employment shall terminate on the date her/his leave expires, or such sooner date as the employee wishes.
- 42.06** An employee on parental leave shall remain a member of the bargaining unit, and shall have all the benefits of this agreement for up to 17 weeks.

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).

- 42.07** Where a doctor's certificate is provided as set out in Clause 40.07, an extension of parental leave may be granted by the Employer, subject to operational requirements.
- 42.08** Upon returning to work, the employee shall resume her/his previous position, or a comparable position. The Employer will make every reasonable effort to assign her/him to her/his previous position.
- 42.09** An employee who has been in the continuous service of the Employer for one year, prior to the commencement of his or her parental leave, shall be entitled to a cash payment equivalent to 55% of her regular salary for a two week period (to the maximum payable by EI). This amount would be added on to her final pay period before starting the leave. Such payment shall be reported on the Record of Employment as a supplemental allowance pursuant to the Employment Insurance Regulations. In addition, for a maximum of twenty four (24) weeks, where an employee applies for and is eligible for EI benefits, the employee shall be entitled to a supplemental allowance equivalent to the difference between the EI benefits the employee is eligible to receive and seventy-five percent (75%) of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.
- 42.10** Employee's wages which have been held back as part of the pro-ration of wages to cover the summer leave, shall, for employees taking paternity leave, be paid to the employee upon the employee going on leave.
- 42.11** Vacation pay shall be paid to employees taking paternity leave either at the beginning of the employee's leave, or during the normal summer break for which vacation pay is paid, at the employee's option.

The employee must advise the Employer, prior to taking leave, of which option the employee wishes for payment of his or her vacation pay.

### **ARTICLE 43 – General Terms – Maternity, Parental and Adoption Leave**

- 43.01** (a) Any combination of total supplemental employment insurance benefit allowances for maternity, parental or adoption leave under clause 40.10, 41.09 or 42.09 (inclusive of a cash payment equivalent to 55% of regular salary for a two week waiting period and a supplemental allowance equivalent to the difference between the EI benefits the employee is eligible to receive and seventy-five percent (75%) of her/his weekly rate of pay for a maximum of 24 weeks) shall not exceed a total maximum of twenty-six (26) weeks.
- (b) Where a regular full time or regular part time employee is paid the supplemental allowance under clause 40.10, 41.09, or 42.09 above, and the employee terminates his/her employment without returning from maternity, parental or adoption leave, or terminates his/her employment within six

(6) months of his/her return from maternity, parental or adoption leave, then he/she shall not be entitled to the supplemental allowance, and if it has been paid, it shall be recoverable by the Employer.

(c) An employee under clause 40.10, 41.09, or 42.09 above shall sign an agreement with the Employer, providing that:

- (i) he/she will return to work after the expiry of his/her maternity, parental or adoption leave, unless this date is modified with the Employer's consent;
- (ii) he/she will work for a period of at least six (6) months after his/her return to work; and
- (iii) should the employee fail to return to work as per the provisions of sub-paragraphs (i) and (ii) above for reasons other than death, lay-off or disability, the employee agrees that he/she is indebted to the Employer for the full amount received as maternity, parental or adoption supplementary employment insurance benefit allowance.

#### **ARTICLE 44 Compassionate Care Leave Without Pay**

**44.01** Upon reasonable notice from an employee, the Employer shall grant an employee up to eight (8) weeks of compassionate care leave without pay as defined under the Yukon Employment Standards Act.

**44.02** Subject to 44.01, an employee shall be granted leave without pay for the compassionate care of family in accordance with the following conditions:

& an employee shall notify the Employer in writing of the commencement date of such leave;

b) an employee shall provide the Employer a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within 26 weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.

**44.03** Leave granted under this article shall be for a minimum period of one (1) week and a maximum of eight (8) weeks.

#### **ARTICLE 45 – Long Service Bonus**

**45.01** A regular full-time or regular part-time employee who has reached ten (10), fifteen (15), twenty (20) or twenty-five (25) years of seniority under clauses 26.01 and 26.02 shall be entitled to a one-time long service bonus equivalent to two percent (2%) of her/his annual base earnings in the previous operating year (August startup date to July of the following year), payable on the employee's anniversary date.

**45.02** In addition, regular full-time and regular part-time employees who have met one or more of the seniority milestones specified in clause 45.01 as of date of signing of this collective agreement are entitled to a one-time long service bonus equivalent to two percent (2%) of annual base earnings for the period of August 21, 2007 to August 18, 2008.

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**ARTICLE 46 – Long Term Disability**

- 46.01** All regular full-time employees and regular part-time employee shall participate in the Long Term Disability Plan unless such participation is waived or deemed ineligible by the insurer. The carrier will determine whether an employee is eligible to receive long-term disability payments under the provisions of the long-term disability plan. Any questions regarding an employee's eligibility for long-term disability benefits shall be a matter between the employee and the carrier and cannot be a grievance arbitrable under this collective agreement. Such matters must be pursued under the terms of the long-term disability plan.
- 46.02** Effective the first of the month following completion of the employee's probationary period or 90 calendar days of continuous employment, whichever comes first, 100% of the premium for the Long Term Disability Plan will be paid by the employee. The Employer will pay an allowance equal to 50% of the premium paid on a monthly basis. This allowance will also be paid for regular full-time or regular part-time employees on maternity, parental, adoption or pre-paid leave who maintain their premiums.
- 46.03** The Employer shall continue to remit the premium costs for a regular full-time employee or regular part-time employee on leave of absence who is eligible for and wishes to maintain coverage under the Long Term Disability Plan under 46.01 provided the employee pays premium costs for such coverage in advance.

**ARTICLE 47 - Labour - Management Relations**

- 47.01** The parties recognize the mutual benefits to be derived from joint consultation and will consult on matters of common interest.
- 47.02** The topics for joint consultation shall be determined by mutual agreement of the Parties and may include topics such as conditions of employment which are not set out in this Agreement.
- 47.03** A Joint Consultation Committee shall be appointed consisting of an equal number of representatives from the Union and the Employer. The Committee shall have at least two members from the Union and two members from the Employer, one being a member of the Board of Directors. The Committee shall meet at least once quarterly and may also meet at the request of either party.
- 47.04** The Employer is responsible for preparing the agenda and ensuring that minutes are distributed as soon as possible. The parties will sign the minutes of each meeting. Such minutes will then be posted for the information of all employees. Provision for the typing of the minutes will be made by the Employer.
- 47.05** Employees who are members of the Committee shall be granted leave without loss of pay while attending meetings of the Committee.
- 47.06** As much as reasonably practicable, meetings of the Committee shall take place during normal business hours.
- 47.07** 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.

#### | **ARTICLE 48 - No Strikes or Lockouts**

- | **48.01** The Employer agrees that it will not cause or direct any lockout of its employees during the term of this agreement.
- | **48.02** The Union agrees that there will be no strike, work stoppage, or slowdown during the term of this agreement. The Union agrees that if any such action takes place, it will repudiate it forthwith and require the employees to **return** to work.
- | **48.03** Subject to directive issued by a labour relations board, if **an** employee refuses to cross a legal picket line, the employee will be considered absent without pay and it will be not be considered a violation of this agreement nor will it be grounds for disciplinary action.

#### | **ARTICLE 49 - Legal Costs**

- | **49.01** The Employer shall ensure:
  - a) to exempt and save harmless each employee from any liability action **arising** from the proper performance of her/his duties for the Employer.
  - b) to assume all **costs**, legal fees and other expenses arising from such action.

#### | **ARTICLE 50 - Layoff**

##### | **50.01 Parties to Meet**

The parties agree to meet prior to any regular employee receiving a notice of lay-off to discuss alternatives to the proposed lay-off.

##### | **50.02 Purpose of ~~Lay-off~~ Provisions**

The provisions of **this** article are intended to protect regular employees, wherever possible, from loss of employment, except employees who are dismissed for just cause.

##### | **50.03 Definition of "*temporary*" and "*permanent*" Lay-off**

The Employer may lay off employees temporarily or permanently.

For purposes of this article, a "*temporary lay-off*" means a lay-off for a period not exceeding three (3) calendar months and a "*permanent lay-off*" means a lay-off for a period exceeding three (3) calendar months.

##### | **50.04 Notice to Union**

At the time that the Employer issues a notice of lay-off to an employee a copy of the notice shall be sent to the Union.

### **50.05 Notice of Lay-off**

Regular employees who are laid off by the Employer and who have been regularly employed by the Employer for the periods **specified** below, will receive notice or pay in lieu **as** follows:

a) **Regular Full-Time Employees**

i) Less than 5 years' service - 28-calendar days' notice

or

regular pay for 20 work days.

ii) More than 5 years' service - 40-calendar days' notice

or

regular pay for 30 work days.

b) **Regular Part-Time Employees**

Regular part-time employees require the same notice, however pay in lieu of notice shall be calculated **as** follows:

$$\frac{\text{hours paid per month (excluding overtime)}}{\text{X (work days) in lieu of notice}}$$

162.5

### **50.06 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:

a) **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.

b) **For** purposes of determining **a** lay-off or displacement positions will be grouped in bands **as** follows:

Band 1 Driver

Driver Assistant

Band 2 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); (Master's degree effective August 2010)

Band 6 Developmental Therapist (Bachelor's degree in relevant discipline)

FASD Coordinator

Teacher

Band 7 Physiotherapist (BSc); (Master's degree effective August 2010)

Band 8 Administrative Assistant

Band 9 Psychologist (Registered)

### **50.07 Retention of Seniority and Benefits on Lay-off**

Laid-off employees with more than three months' service shall retain their seniority for a period of one year and shall be rehired on the basis of last off  first on provided their capability and qualifications meet the Employer's requirements for the job.



Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees required to give two (2) weeks' notice to another Employer shall be deemed to be in compliance with the seven (7) day provision.

#### **50.08 Temporary Lay-Off**

- a) Prior to her/his temporary lay-off, an employee shall be advised of the date by which she/he must **notify** the Employer of her/his availability to return to work. If the employee does not provide such notice, the employee will be deemed to have waived her/his employment, unless the employee has a reasonable excuse which shall be communicated to the Employer within seven (7) calendar days from the date that the notice was required
- b) The employee who has been temporarily laid-off and who wishes to be considered for recall must ensure the Employer is provided the employee's current address and telephone number.
- c) Employees shall be recalled in order of seniority provided they have required qualifications, abilities and experience for the available position.
- d) Employees in the transportation department will be provided a date of recall within **30** days of their temporary lay-off.
- e) Employees retain all rights and privileges pursuant to the collective agreement unless otherwise stated. The following provisions do not apply to employees on temporary lay-off.

#### **50.09 Benefits Continue**

- a) Employees with one **(1)** or more years of service who are laid off shall accrue sick/special leave credits under Article 36 for twenty **(20)** work days after the date of layoff and shall have these benefits reinstated if rehired within a one **(1)** year period.
- b) Employees with more than three (3) months but less than one (1) year of service who are laid off shall have any sick/special leave accrued under Article 36, but unused at date of layoff, reinstated if rehired within a one (1) year period.
- c) Probationary employees who are laid off shall have any sick/special leave accrued under Article 36, but unused at date of layoff, reinstated if rehired within a three (3) month period.

#### **50.10 Recall Period**

Post-probationary employees who are laid off beyond a one-year period of time shall be deemed to be terminated. Probationary employees who are laid off beyond a six-month period of time shall be deemed to be terminated.

#### **50.11 Leave of Absence**

Employees on a leave of absence **are** not subject to lay-off until completion of such leave.

### **ARTICLE 51 - Duration, Renewal and Retroactivity**

- 51.01** This agreement shall be binding and remain in effect from July 1, 2008 to June 30, 2011.

- | 51.02 Unless otherwise specified, all provisions of this Agreement take effect on July-1, 2008, or on date of ratification, whichever is later.
- | 51.03 The provisions of this Agreement, including the provisions for processing of grievances under Article 32, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.
- | 51.04 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.
- | 51.05 This Agreement may be amended by mutual consent.
- | 51.06 Where notice to commence collective bargaining has been given under Clause 51.04, the Employer shall not without consent by or on behalf of the employee affected, increase or decrease salaries or alter any other term or condition of employment of employees in the bargaining unit which was in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new Collective Agreement, has been concluded.

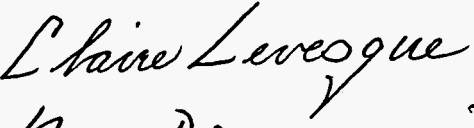
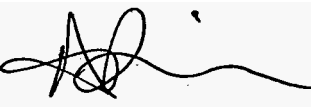
Signed on behalf of Child Development Centre, Whitehorse:



per:  

per: 

| Dated this 15th day of Oct, 2008

Signed on behalf of Public Service Alliance of Canada:

per:  

per:  

| Dated this 15th day of Oct, 2008

**APPENDIX "A"**  
**Salary Scale in Effect August 19, 2008**

		Step 1 (\$)	Step 2 (\$)	Step 3 (\$)	Step 4 (\$)	Step 5 (\$)	Step 6 (\$)
Physiotherapist (BSc)	Annual *	50,810	52,842	54,956	57,154	59,441	61,818
Occupational Therapist (BSc)							
Developmental Therapist (Relevant Bachelor's Degree)							
Teacher (BEd or degree related to position)							
Fetal Alcohol Spectrum Disorder (FASD) Coordinator							
	Bi-Weekly **	1954.23	2032.40	2113.70	2198.24	2286.17	2377.62
	Hourly	28.42	29.56	30.74	31.97	33.25	34.58
Speech/Language Pathologist (Relevant Master's Degree)	Annual *	53,013	55,134	57,339	59,632	62,018	64,498
		2038.96	2120.52	2205.34	2293.55	2385.30	2480.71
		29.65	30.84	32.07	33.36	34.69	36.08
	Hourly						
Program Coordinator (Relevant Bachelor's Degree)	Annual *	59,097	61,461	63,919	66,476	69,135	71,901
		2272.96	2363.88	2458.44	2556.77	2659.04	2765.41
		33.06	34.38	35.75	37.18	38.67	40.22
	Hourly						
Psychologist (Registered)	Annual *	67,000	69,680	72,467	75,366	78,381	81,516
		2576.92	2680.00	2787.20	2898.69	3014.64	3135.22
		37.48	38.98	40.53	42.16	43.84	45.60
	Hourly						
Program Assistant (ECD)	Annual *	34,210	35,578	37,002	38,482	40,021	41,622
Administrative Assistant							
		1315.77	1368.40	1423.14	1480.06	1539.26	1600.83
	Bi-Weekly **						
	Hourly	19.14	19.90	20.70	21.52	22.39	23.28
Hourly Paid Positions							
Driver	Hourly	21.81	22.68	23.59	24.53	25.51	26.54
Driver Assistant	Hourly	14.23	14.80	15.39	16.01	16.65	17.31

\* Annual salary based on 11 months = 47.67 weeks/1787.78 hours

**FAY 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 compliance with Appendix "A" or Pay Note 1 whenever possible.

**APPENDIX "A"**  
Salary Scale in Effect August 18, 2009

		Step 1 (\$)	Step 2 (\$)	Step 3 (\$)	Step 4 (\$)	Step 5 (\$)	Step 6 (\$)
Physiotherapist(BSc) Occupational Therapist (BSc) Developmental Therapist (Relevant Bachelor's Degree) Teacher (BEd or degree related to position) Fetal Alcohol Spectrum Disorder (FASD) Coordinator	Annual *	52,334	54,428	56,605	58,869	61,224	63,673
	Bi-Weekly **	2012.86	2093.37	2177.11	2264.19	2354.76	2448.95
	Hourly	29.27	30.44	31.66	32.93	34.25	35.62
Speech/Language Pathologist (Relevant Master's Degree)	Annual *	54,603	56,788	59,059	61,421	63,878	66,433
	Bi-Weekly **	2100.13	2184.14	2271.50	2362.36	2456.86	2555.13
	Hourly	30.54	31.76	33.03	34.36	35.73	37.16
Program Coordinator (Relevant Bachelor's Degree)	Annual *	60,870	63,305	65,837	68,470	71,209	74,058
	Bi-Weekly **	2341.15	2434.80	2532.19	2633.48	2738.81	2848.37
	Hourly	34.05	35.41	36.83	38.30	39.83	41.42
Psychologist (Registered)	Annual *	69,010	71,770	74,641	77,627	80,732	83,961
	Bi-Weekly **	2654.23	2760.40	2870.82	2985.65	3105.07	3229.28
	Hourly	38.60	40.14	41.75	43.42	45.16	46.96
Program Assistant (ECD) Administrative Assistant	Annual *	35,236	36,646	38,112	39,636	41,221	42,870
	Bi-Weekly **	1355.24	1409.45	1465.83	1524.46	1585.44	1648.86
	Hourly	19.71	20.50	21.32	22.17	23.06	23.98
Hourly Paid Positions							
Driver	Hourly	22.46	23.36	24.30	25.27	26.28	27.33
Driver Assistant	Hourly	14.66	15.24	15.85	16.49	17.15	17.83
* Annual salary based on 11 months = 47.67 weeks/1787.78 hours							

**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 remittance options. The Employer may advertise in anticipation of such a possibility but will hire compliance with Appendix "A" or Pay Note 1 whenever possible.

**APPENDIX "A"**  
**Salary Scale in Effect August 17, 2010**

		Step 1 (\$)	Step 2 (\$)	Step 3 (\$)	Step 4 (\$)	Step 5 (\$)	Step 6 (\$)
Developmental Therapist (Relevant Bachelor's Degree)	Annual *	54,166	56,333	58,586	60,929	63,367	65,901
Teacher (BEd or degree related to position)							
Fetal Alcohol Spectrum Disorder (FASD) Coordinator	Bi-Weekly **	2083.31	2166.64	2253.31	2343.44	2437.18	2534.66
	Hourly	30.30	31.51	32.77	34.08	35.44	36.86
Speech/Language Pathologist (Relevant Master's Degree)	Annual *	56,515	58,775	61,126	63,571	66,114	68,759
Physiotherapist (Relevant Master's Degree)							
Occupational Therapist (Relevant Master's Degree)	Bi-Weekly **	2173.63	2260.58	2351.00	2445.04	2542.85	2644.56
	Hourly	31.61	32.88	34.19	35.56	36.98	38.46
Program Coordinator (Relevant Bachelor's Degree)	Annual *	63,000	65,520	68,141	70,867	73,702	76,650
	Bi-Weekly **	2423.09	2520.01	2620.81	2725.65	2834.67	2948.06
	Hourly	35.24	36.65	38.11	39.64	41.23	42.87
Psychologist (Registered)	Annual *	71,425	74,282	77,254	80,344	83,558	86,900
	Bi-Weekly **	2747.13	2857.01	2971.29	3090.15	3213.75	3342.30
	Hourly	39.95	41.55	43.21	44.94	46.74	48.61
Program Assistant (ECD)	Annual *	36,470	37,928	39,445	41,023	42,664	44,371
Administrative Assistant	Bi-Weekly **	1402.68	1458.78	1517.13	1577.82	1640.93	1706.57
	Hourly	20.40	21.22	22.06	22.95	23.86	24.82
Hourly Paid Positions							
Driver	Hourly	23.25	24.18	25.15	26.15	27.20	28.29
Driver Assistant	Hourly	15.17	15.78	16.41	17.06	17.75	18.46
* Annual salary based on 11 months = 47.67 weeks/1787.78 hours							
** Prorated over 12-month period = Annual salary/26 pay periods							

**PAY NOTES**

- The qualifications (credentials) attached to each classification indicated in Appendix "A" will also include equivalent educational qualifications directly related to those listed.
- 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 compliance with Appendix "A" or Pay Note 1 whenever possible.

APPENDIX "B"

**Seniority of Employees**

In accordance with Article 26, Seniority, the Employer will maintain a current seniority list of employees on a monthly basis. The parties have agreed to not publish this list due to employee rights to privacy of information and the confidential nature of services provided by the Child Development Centre.

**Signed on behalf of Child Development Centre, Whitehorse:**

per:

*Dagha Lital* *[Signature]*

per:

*Gatpi*

Dated this 15th day of Oct, 2008

**Signed on behalf of Public Service Alliance of Canada:**

per:

*Chaire Levesque*

*[Signature]*

per:

*Ray [Signature]*

*BM [Signature]*

Dated this 15th day of Oct, 2008

APPENDIX "C"

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.

Options:

- 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 (4<sup>th</sup>) 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 (5<sup>th</sup>) 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 (6<sup>th</sup>) 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 "D"**

**Release and Indemnification Agreement - Prepaid Leave Plan**

I have read the terms and conditions of the Prepaid 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.

\_\_\_\_\_  
**Employee's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Date**

**AGREED TO BY THE EMPLOYER**

\_\_\_\_\_  
**For the Employer**

\_\_\_\_\_  
**Date**






APPENDIX "E"

MEMORANDUM OF UNDERSTANDING

Re: Employee Evaluation

The parties agree that during the life of this collective agreement, the Labour-Management Relations Committee will re-examine, research and develop a performance evaluation process that better meets the needs of the organization and the employees. Recommendations will be made to the Board of Directors through the Executive Director. Any changes to Article 27 of the collective agreement required by the recommendations will be subject to Article 51.05.


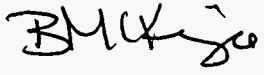
per:   

per: 

Dated this 15th day of Oct, 2008

Signed on behalf of Public Service Alliance of Canada:

per:  

per:  

Dated this 15th day of June, 2008

APPENDIX "F"

MEMORANDUM OF UNDERSTANDING

Re: Increases for Specific Employees

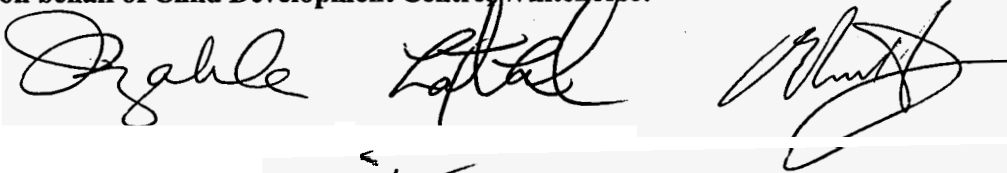
The Parties agree that the following employees are covered by the income protection commonly referred to as green circling.

In the event of economic increases being negotiated between the parties, the following employees will also receive such increases. In addition the annual salary in force on date of signing of the Collective Agreement will not be altered except to implement any economic increases negotiated between the parties.

Leona Corniere  
Sheila Ramsay

Signed on behalf of Child Development Centre, Whitehorse:

per:



per:

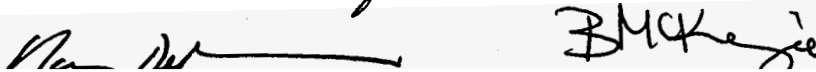


Signed on behalf of Public Service Alliance of Canada:

per:



per:



Dated this 15<sup>th</sup> day of Oct, 2008

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 APPENDIX "G"

## MEMORANDUM OF UNDERSTANDING

Re: Code of Ethics

Preamble

Many of the decisions made daily when working with children and their families are of a moral or ethical nature. This Code of Ethics is designed to provide guidelines for responsible behaviour and a common basis for resolving ethical dilemmas encountered in the course of employment.

The provisions in this Code of Ethics apply to *staff* who work for the Child Development Centre in a range of capacities including employees working with children **as well as** for those not working directly with children.

The standards set below **are** based on commitment to values rooted in early intervention:

Values

- Appreciating childhood **as** a unique and valuable stage of the human life cycle.
- Basing our work with children on knowledge of child development.
- Appreciating and supporting close ties between child and family.
- Respecting the dignity, worth and uniqueness of each individual child, family member and colleague.
- Recognizing that children are best understood in the context of family, culture and society.
- Helping children and adults achieve their full potential in the context of relationships that are based on trust, respect and positive regard.

This Code of Ethics sets out our ethical responsibilities in relationships with children, families, colleagues, community and society.

Conflict of Interest

If a conflict of interest arises, the Code of Ethics will take precedence.

Ethical Responsibilities to Children

Appreciating childhood **as** a unique and valuable stage of the human life cycle.

Our paramount responsibility is to provide safe, healthy, nurturing and responsive settings for children. We will create safe and healthy settings that foster children's social, emotional, intellectual and physical development. This principle has precedence over all others in the code.

We recognize and respect the uniqueness and potential of each child. We appreciate the special vulnerability of each child.

We are committed to children's development by cherishing individual differences, helping children to learn to live and work cooperatively and by promoting their self-esteem.

We support the right of children with special needs to participate, consistent with **their** ability, in regular early childhood programs.

We shall be familiar with symptoms of child abuse and neglect and know the community procedures for addressing them.

---

Basing our work with children on knowledge of child development.

We will be familiar with the knowledge of early intervention practices and keep current through continuing education and professional development, and base program practices on current knowledge of child development.

### Ethical Responsibilities to Families

Appreciating and supporting close ties between child and family.

The family is of primary importance in a child's development. The term 'family' may include others, besides parents, who are responsibly involved with a child.

The Child Development Centre assumes a family centered philosophy which:

- recognizes the central role of the family in the life of a child and the unique value and human potential of each child
- ~~treats~~ families with dignity and respect
- honors and respects cultural and ethnic diversity as well as individual beliefs and values.
- promotes family decision making
- supports families in achieving outcomes they desire for themselves and their children
- encourages collaboration and partnerships between those involved in a child's life
- works to develop relationships of mutual trust with the families we serve.

Refer to Policy & Procedures Manual - Family Centered Early Intervention Principles

### Responsibilities to Families

We shall encourage family members to visit their child's classroom or program setting.

We shall inform families of program philosophy, policies and personnel qualifications.

We shall inform and, when appropriate, involve families in policy decisions.

We shall involve families in decisions affecting their child.

We shall inform families of any accidents involving their child, of risks such as exposure to contagious disease that may result in infection.

We shall inform families of any proposed research projects involving their child and request permission for their participation. We shall not permit or participate in research which could in any way hinder the education or development of any child in our programs.

We shall not engage in or support exploitation of families. We shall not use our relationship with a family for private advantage or personal gain or enter into relationships with family members that might impair our effectiveness in working with children.

We shall develop written policies for the protection of confidentiality and the disclosure of children's records. We shall respect the family's right to privacy, refraining from disclosure of confidential information and intrusion into family life (except in the case of abuse or neglect). See Policy 6.1 Confidentiality.

In cases where family members are in conflict, we shall work openly, sharing our observations of the child to help all parties involved make informed decisions. We shall refrain from becoming an advocate for one party.

We shall be familiar with and appropriately use community resources and professional services that support families. After a referral has been made, we shall follow up to ensure services have been adequately provided.

---

## Ethical Responsibilities to Colleagues

Respecting the dignity, worth and uniqueness of each individual child, family member and colleague. The Child Development Centre shall be a cooperative workplace where human dignity is respected, professional satisfaction is promoted and positive relationships are modeled. The primary responsibility in this area is to establish and maintain a work setting and relationships which support productive work and meet professional needs.

### Responsibilities to Co-workers

We shall establish and maintain relationships of trust and cooperation with co-workers.

We shall share resources and information with co-workers.

We shall support co-workers in meeting their professional needs and in their professional development.

We shall accord co-workers due recognition for professional achievement.

We shall address co-workers directly when a concern arises about their professional behaviour in an attempt to resolve the matter collegially (except in the cases of abuse or neglect).

We shall exercise care in expressing views regarding the personal conduct of co-workers. Statements should be based on firsthand knowledge and relevant to the interests of children, their families and programs.

We shall report the unethical or incompetent behaviour of a colleague to a supervisor when informal resolution is not effective.

### Responsibilities to Employers

We shall assist the program in providing the highest quality of service.

We shall first attempt to effect change through constructive action within the organization.

We shall maintain loyalty to the program and uphold its reputation.

### Responsibilities to Employees

We shall promote policies and working conditions that foster competence, well-being and self-esteem in staff members.

We shall recognize the value of joint decision making in matters relating to service delivery to clients.

We shall create a climate of trust and candor that will enable staff to speak and act in the best interests of children, families and early intervention services.

We shall appropriately utilize the training experience and expertise of staff members in decisions concerning children and programs.

We shall provide staff members with working conditions that permit them to carry out their job responsibilities effectively and in a timely manner.

We shall develop and maintain comprehensive written personnel policies that define program standards. These policies shall be made available to all staff members.

In hiring, promotion and provision of training, we shall not participate in any form of discrimination based on race, religion, sex, national origin, handicap, age or sexual preference. We shall be familiar with laws and regulations that pertain to employment discrimination.

We shall hire or recommend for employment only individuals who are suited for a position with respect to competence, qualifications, or character.

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## Ethical Responsibilities to Society

### **Recognizing that children are best understood in the context of family, culture and society.**

The Child Development Centre provides early intervention programs within the context of a close community, whose members are families and agencies concerned with the development, nurturing and welfare of young children.

We recognize that our responsibilities do not end with providing programs to our community. Our obligations extend beyond our community. We are also a part of a larger society which has a responsibility for the welfare and protection of children, and we contribute to that society by offering expertise in early childhood development to the children and families in our community.

As part of the community and the larger society, we acknowledge our obligation to serve as a voice for children everywhere.

### Responsibilities to Society

We shall provide quality early intervention programs which meet community needs and work cooperatively with other agencies and professions sharing a responsibility for children.

We shall provide the community with high quality, culturally appropriate programs and services.

We shall promote cooperation among agencies and professions concerned with the welfare of young children and their families.

Through education, research and advocacy, we shall work for a society in which all young children have access to quality programs and live in an environmentally safe world in which all children are adequately fed, sheltered and nurtured.

We shall promote knowledge and understanding of the field of early childhood development and to strengthen its commitment to realizing its core values as reflected in this Code.

We shall communicate openly and truthfully about the nature and extent of services that we provide and shall offer only services that we have the competence, qualifications or resources to provide.

We shall be objective and accurate in reporting the knowledge upon which we base our program practices.

We shall be familiar with and support laws and regulations that serve to protect the children in our programs.

APPENDIX "H"

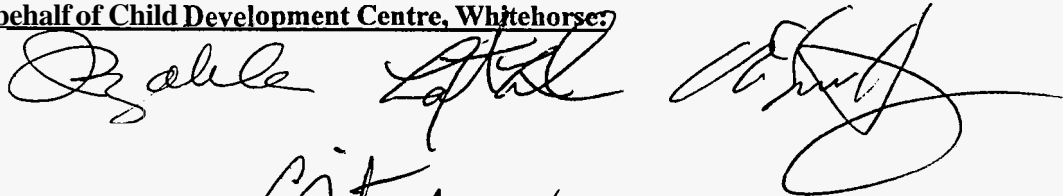
MEMORANDUM OF UNDERSTANDING

Re: Defined Group Pension Plan

The parties agree that, in the event that legislative and regulatory changes allow for a defined group pension plan that could apply to the Child Development Centre (CDC), the Labour-Management Relations Committee (LMRC) may be tasked with exploring and making recommendations on this option.

behalf of Child Development Centre, Whitehorse:

Signed on  
per:



per:




Dated this 1 ay of Oct, 2008

Signed on behalf of Public Service Alliance of Canada:

per:



per:



Dated this 15th day of Oct, 2008

APPENDIX "T"

MEMORANDUM OF UNDERSTANDING

Re: Return to Work Program

The parties agree that, during the life of this collective agreement, the Labour-Management Relations Committee (LMRC) shall examine, develop and recommend a Return to Work Program for the Child Development Centre (CDC), which is consistent with current human rights, workers' compensation and related legislation, for presentation to and approval by the CDC Board of Directors. To accomplish this, either party may invite technical advisors and may support LMRC member or staff training to facilitate development or implementation of the program.

Signed on behalf of Child Development Centre, Whitehorse:

per:   

per: 

Dated this 15<sup>th</sup> day of Oct, 2008

Signed on behalf of Public Service Alliance of Canada:

per:  

per:  

Dated this 15<sup>th</sup> day of Oct, 2008



APPENDIX "J"MEMORANDUM OF UNDERSTANDING

Re: Article 21.01 – Group Benefits Plan

Upon signing of the collective agreement, the parties agree that a group benefits plan will be initiated as soon as practicable during Fall/Winter 2008, and shall be the plan quoted as "option 2" by ENCON as at January 15, 2008 – i.e., extended health care/\$22.33 single and \$52.94 family; dental care/\$37.96 single and \$97.95 family, as may be amended from time to time.

The parties also agree that any material changes with respect to coverage or premiums for the group benefits plan shall be presented to the Labour-Management Relations Committee(LMRC) for review and recommendation prior to further action being taken.

Bridging to Group Benefits Plan implementation: Pending implementation and effective date of the group benefits plan under Article 21.01, regular full-time and regular part-time employees will accrue self-directed benefits plan credits at the rate of \$100.00 per month, pro-rated where applicable, for August 2008 and each month in which regular pay is received up to effective date on which the group benefits plan commences. Benefits accrued under the self directed benefits plan during this implementation period may be used in accord with clauses 21.03, 21.05 and 21.06.

Signed on behalf of Child Development Centre, Whitehorse:

per:  

per: 

Dated this 15<sup>th</sup> day of Oct, 2008

Signed on behalf of Public Service Alliance of Canada:

per:  

per:  

Dated this 15<sup>th</sup> day of Oct, 2008