

# **COLLECTIVE AGREEMENT**

**between**

**CHILD DEVELOPMENT CENTRE  
Whitehorse, Yukon Territory**

**and**

**PUBLIC SERVICE ALLIANCE OF  
CANADA**



**Expiry Date:  
June 30, 2023**

CULE I & II





## Table of Contents

Article 1 Purpose of Agreement and Definitions.....	1
Article 2 Management Rights .....	2
Article 3 Application.....	2
Article 4 Union Recognition.....	2
Article 5 Union Security and Union Dues Authorization .....	3
Article 6 Appointment of Union Representatives .....	4
Article 7 Time Off for Union Business .....	4
Article 8 Information.....	7
Article 9 Bulletin Board Space.....	7
Article 10 Contracting Out.....	7
Article 11 No Discrimination .....	8
Article 12 Definition of Employee Status & Benefit Entitlement.....	10
Article 13 Hours of Work .....	13
Article 14 Classification and Reclassification .....	14
Article 15 Statement of Duties.....	15
Article 16 Overtime.....	15
Article 17 Transportation & Meals .....	16
Article 18 Pay Administration .....	17
Article 19 Severance Pay.....	18
Article 20 Community Allowance.....	18
Article 21 Yukon Bonus.....	19
Article 22 Group Benefits Plan/Self Directed Benefits Plan.....	19
Article 23 Registered Retirement Savings Plan.....	21
Article 24 Prepaid Leave .....	22
Article 25 General Holidays.....	25
Article 26 Probationary .....	26
Article 27 Seniority .....	27
Article 28 Abandonment.....	28
Article 29 Employee Evaluation.....	28
Article 30 Promotions and Transfers .....	29
Article 31 Registration and Licensing Fees .....	30
Article 32 Acting Assignments.....	30
Article 33 Staff Training and Development.....	31
Article 34 Discipline.....	34
Article 35 Grievance Procedure .....	35
Article 36 Safety and Health.....	36
Article 37 Vacation Leave.....	38
Article 38 Bereavement Leave .....	39
Article 39 Leave (Sick/Special).....	41
Article 40 Leave (Unpaid).....	43
Article 41 Court Leave.....	44
Article 42 Workers' Compensation.....	44
Article 43 Maternity Leave.....	45
Article 44 Adoption Leave .....	47
Article 45 Parental Leave.....	49

Article 46 General Terms – Maternity, Parental and Adoption Leave.....	51
Article 47 Compassionate Care Leave Without Pay.....	52
Article 48 Long Service Bonus .....	52
Article 49 Long Term Disability.....	52
Article 50 Labour – Management Relations .....	53
Article 51 No Strikes or Lockouts .....	54
Article 52 Legal Costs .....	54
Article 53 Layoff .....	55
Article 54 Duration, Renewal and Retroactivity .....	58
APPENDIX "A" .....	61
Salary Scale in Effect August 22, 2017 .....	61
APPENDIX "A" .....	62
Salary Scale in Effect August 21, 2018 .....	62
APPENDIX "A" .....	63
Salary Scale .....	63
Appendix "B" Seniority of Employees.....	64
Appendix "C" Memorandum of Agreement Re: PSAC/YEU Prepaid Leave Plan.....	65
Appendix "D" Release and Indemnification Agreement – Prepaid Leave Plan...	66
Appendix "E" Memorandum of Understanding .....	67
Re: Defined Group Pension Plan .....	67
Appendix "F" Memorandum of Understanding .....	68
Re: Return to Work Program.....	68

## **Article 1**

### **Purpose of Agreement and Definitions**

#### **Purpose of Agreement**

1.01 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**

- (a) "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.
- (b) "Bargaining Unit Work" – work regularly done by any member of the bargaining unit.
- (c) "Christmas Break" – two (2) calendar weeks that include both Christmas Day and New Year's Day.
- (d) "Day" – a calendar day, unless otherwise specified.
- (e) "Employee" – a member of the bargaining unit as defined above.
- (f) "Employer" – the Child Development Centre Society.
- (g) "Hourly" and "Salary" – as specified in "Appendix 'A'".

- (h) "Partner" or "Spouse" – the person with whom the Employee has lived as a couple for a period of one (1) year, or the person to whom the Employee is married and resides with.
- (i) "Spring Break" – one (1) calendar week (5 working days) coinciding with the Whitehorse school calendar, excluding statutory holidays.
- (j) "Summer Break" – the sixty-one (61) days prior to Discovery Day (third Monday in August).
- (k) "Union" – the Public Service Alliance of Canada and/or the Yukon Employees' Union.

## **Article 2**

### **Management Rights**

#### **General Rights**

- 2.01 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.

#### **Direction of Employees**

- 2.02 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.

#### **Employer Rules**

- 2.03 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 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 schedule 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 49, or any other meeting called by management;
- (d) attending an arbitration hearing under Article 34.11;
- (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 (1) Union representative at one (1) 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 (1) Union representative.

7.04 An Employee shall not suffer any loss of pay as a result of:

- (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 (2) 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 (2) 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 (1) 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 quarterly 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, 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 (1) 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 (1) 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:
    - a) that might reasonably be expected to cause offense or humiliation; or
    - b) 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:

- (n) reasonable requirements or qualifications for the employment;
- (o) on a criminal record or criminal charges relevant to the employment;
- (p) 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 grievances 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.

- 11.08 The Employer is committed to upholding the duty to accommodate the needs of Employees pursuant to the *Yukon Human Rights Act*. It is the responsibility of the Employer, the Employee needing accommodation, and the Union when requested by the Employee, to work together towards the goal of reaching a reasonable accommodation.

## **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.

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

- 12.01 Regular full-time Employees are those who are regularly scheduled to work 7 ½ hours per day, 37 ½ hours per week or equivalent.

#### **Benefit Entitlement**

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

#### **Regular Part-Time Employees**

- 12.02 Regular part-time Employees are those who are regularly scheduled on a consecutive week to week basis, and who work less than 37 ½ hours per week.

#### **Benefit Entitlement**

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:

- a) Article 20 – Community Allowance
- b) Article 21 – Yukon Bonus

- c) Article 22 - Group Benefits Plan/Self-Directed Benefits Plan, provided they meet the Plan Provider's eligibility/policy requirements.
- d) Article 23 – Registered Retirement Savings Plan
- e) Article 25 – General Holidays
- f) Article 36 – Vacation Leave
- g) Article 37 – Bereavement Leave
- h) Article 38 – Leave (Sick/Special)
- i) Article 42 – Maternity Leave
- j) Article 43 – Adoption Leave
- k) Article 44 – Parental Leave
- l) Article 47 – Long Service Bonus
- m) Article 48 – Long Term Disability, provided they meet the Plan Provider's eligibility/policy requirements.

#### Casual Employees

12.02 Casual Employees are employed to work in the following capacities:

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

- a) Article 20 – Community Allowance
- b) Article 21 – Yukon Bonus
- c) Article 22 – Group Benefits Plan/Self-Directed Benefits Plan
- d) Article 23 – Registered Retirement Savings Plan
- e) Article 36 – Vacation Leave
- f) Article 37 – Bereavement Leave
- g) Article 38 – Leave (Special)
- h) Article 39 – Leave (Unpaid)
- i) Article 40 – Court Leave
- j) Article 42 – Maternity Leave
- k) Article 43 – Adoption Leave
- l) Article 44 – Parental Leave
- m) Article 47 – Long Service Bonus
- n) Article 48 – 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.

#### Term Employees

12.03 Term Employees will not be hired except as follows:

- (a) to fill a vacancy created by the leave of another Employee for a period of more than six (6) months;
- (b) to fulfill the terms of a contract obtained by the Employer; or
- (c) 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 the following benefits of this Agreement, pro-rated where the term Employee is part-time:

- a) Article 20– Community Allowance
- b) Article 21– Yukon Bonus – Effective July 1, 2011 Term Employees will be entitled to receive Yukon Bonus. The Yukon Bonus is not retroactive. The Yukon Bonus rate will be calculated by where 1787 hours equals one (1) year.
- c) Article 22– Self Directed Benefits Plan
- d) Article 23– Registered Retirement Savings Plan
- e) Article 25 – General Holidays
- f) Article 36 – Vacation Pay
- g) Article 37 - Bereavement Leave
- h) Article 38 - Leave (Sick/Special Leave)

### **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 an 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 (3) month period, then the Employee shall have the option of having her/his 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 the Employer.

Any Employee who at time of termination or lay-off has accumulated time off during the preceding three (3) months shall be given the time off in lieu or be paid.

#### Job Sharing

- 13.04 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.

#### Flex Days for Administrative Assistant

- 13.05 The annual hours of work for the Administrative Assistant will be adjusted to allow for up to 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 be 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 34 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 seven and one half (7.5) hours in a given twenty-four hour (24) period or thirty-seven and one half (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 (1.5) 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 thirty-seven and one half (37.5) hours of lieu time to be taken upon an Employee's request and with the agreement of their supervisor. Once an Employee has accumulated thirty-seven and one half (37.5) hours of lieu time future overtime must be paid out in cash until the thirty-seven and one half (37.5) hours has been reduced.

The thirty-seven and one half (37.5) hours is extended time, ie. the calculation at one and one half (1 ½) 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 fifteen (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 April 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:

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

The Employer agrees to pay this allowance in advance. Incidentals will only be reimbursed when an Employee is entitled to two (2) 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.

(a) 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.

(b) 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 fifty-two (52) weeks or less shall not affect a regular Employee's anniversary date.

#### **18.06 Prorated Pay 11 or 12-Month Period**

- (a) Upon hire, any regular Employee who starts before the December break will have the choice to be paid over an eleven (11) month pay period or to have their salary prorated over a twelve (12) month pay period. If hired after the December break, any regular Employee will have this choice the following August.
- (b) A yearly audit will be conducted for all Employees on the prorated twelve (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 Early Childhood Therapy Assistants**

If a casual Early Childhood Therapy 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** **Severance Pay**

#### **Retirement**

- 19.01 On termination of employment, except for termination for just cause, a regular Employee with at least ten (10) completed years of service shall be paid severance pay equal to one (1) days pay multiplied by the number of completed years of continuous employment, pro-rated for regular part-time Employees based on the Employee's full-time equivalency at the time of termination.
- 19.02 On termination of employment, except for termination for just cause, a regular Employee with at least twenty (20) completed years of service, shall be paid severance pay equal to one and one half (1 ½) days pay multiplied by the number of completed years of continuous employment, pro-rated for regular part-time Employees based on the Employee's full-time equivalency at the time of termination.

### **Article 20** **Community Allowance**

- 20.01 Regular full-time Employees and term full-time Employees who reside and work 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 and term part-time Employees, for each bi-weekly payroll period in which the Employee receives regular earnings.

## **Article 21**

### **Yukon Bonus**

- 21.01 Effective July 1, 2014, on each anniversary date, a regular full-time Employee who has completed one (1) year of continuous service or term Employee who has completed 1787 hours with the Employer shall be entitled to a Yukon Bonus of eight hundred dollars (\$800.00), pro-rated for regular part-time and term Employees. The amount of the Yukon Bonus shall be increased to nine hundred dollars (\$900.00), upon the Employee completing five (5) years of continuous service and payable on the fifth (5<sup>th</sup>) anniversary date, and to one thousand and fifty (\$1050.00) 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 and term Employees.

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

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

- 21.02 The Yukon Bonus shall be paid to Employees on Maternity, Adoption or Parental Leave, at the end of the Leave listed above.

## **Article 22**

### **Group Benefits Plan/Self Directed Benefits Plan**

- 22.01 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 at the cost of premiums on date of the 2014 ratification. All increases in the cost of premiums after the 2014 ratification will be shared on a 50/50 basis between the Employer and Employees. 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.

~~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.~~

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.

#### **22.02 Self Directed Benefits Plan**

- (a) A self directed benefits plan to a maximum amount of one thousand one hundred (\$1,250.00) 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 22.01 does not apply.
- (b) The amount of money accrued under Clause 22.02 (a) will be pro-rated for regular part-time Employees and for term Employees.
- (c) Subject to Clause 22.02 (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 one hundred thirteen dollars and sixty-four cents (\$113.64) 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.

22.03 Employees may make claims for reimbursement for eligible expenses under Clause 22.05 upon completion of three (3) consecutive months of employment.

22.04 Employees who have monies remaining in their self-directed benefits plan after the first day of work following the summer break but at least three (3) days prior to calculating the amount under Clauses 22.02 (a), 22.02 (b) and 22.02 (c) for the new operating year may elect to leave such monies in their self-directed benefits plan or roll such monies into the Group Registered Retirement Savings Plan.

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

- (a) dental work;
- (b) vision care;
- (c) prescription drugs;
- (d) vaccinations;
- (e) orthotics;
- (f) medically recommended 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.

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

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

22.08 Any problems that may arise regarding the self-directed benefits plan shall be referred to the Labour-Management Relations Committee prior to the exercise of any rights pursuant to Article 34.

22.09 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.

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

### **Article 23**

#### **Registered Retirement Savings Plan**

- 23.01 (a) At the time of hire an Employee may enroll in the Employer's Group Registered Retirement Savings Plan provided they submit into Payroll, all the required paper work to join the plan within six (6) weeks of their start date. Contributions will become effective on the Employee's start date.
- (b) Employees, who have not joined under 23.01 (a), may elect to join the Employer's Group Registered Retirement Savings Plan in September of any subsequent year. An Employee may change their contribution in September of any year. The required paper work must be completed and submitted to Payroll prior to September 30 of that

year. The enrollment will not become effective and deductions/contributions will not be made until the Employee has provided the Employer with all the required documentation.

- (c) Once the Employee has joined the Employer's Registered Retirement Savings Plan they can opt in or out of the plan in September of any year until their employment is terminated.

23.02 Effective July 1, 2020, the Employer shall deduct an amount up to four **and one-half percent (4.5%)** of the Employee's gross pay for each bi-weekly pay and deposit such deduction with the Group Registered Retirement Savings Plan holder. In addition, the Employer shall match the Employee's contribution up to a maximum of four **and one-half percent (4.5%)** of the Employee's gross pay for each bi-weekly pay and deposit such monies with the Group Registered Retirement Savings Plan holder. **Effective July 2, 2021, the Employer shall match Employee contributions to a maximum of five percent (5.0%).**

**Effective July 1, 2020, the Employer shall match Employee contributions to a maximum of five percent (5.0%) for Employee's who have reached five (5) years of service.**

**Effective July 1, 2021, the Employer shall match Employee contributions to a maximum of five and one-half percent (5.5%) for Employee's who have reached five (5) years of service.**

## **Article 24**

### **Prepaid Leave**

#### **Prepaid Leave Plan**

24.01 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**

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

24.03 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 52.06.

24.04 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.

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

#### Contract

- 24.06 All Employees wishing to participate in the Plan shall sign the approved contract before approval for participation is granted.

#### Pay-out Formula

- 24.07 In each year of the plan, preceding the year of the leave, the Employee will be paid a reduced percentage of the applicable salary.
- 24.08 The remaining percentage of the gross salary will be deducted in bi-weekly instalments 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.
- 24.09 All deferred salaries will be held in trust in an interest bearing account. The interest earned will accrue to the benefit of the participant.
- 24.10 In the year of the leave, the amount accumulated in the previous years will be paid to the Employee in equal bi-weekly instalments. The residual amount will continue to earn interest and any adjustment of accumulation will be paid on the twenty-sixth (26th) instalment.
- 24.11 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 21 (Yukon Bonus), Article 22 (Group Benefits Plan/Self Directed Benefits Plan), Article 27 (Seniority), Article 47 (Long Service Bonus) and Article 48 (Long Term Disability).
- 24.12 The period of leave shall be counted for seniority. Leave provisions shall not accrue during the period of leave.
- 24.13 Time spent on such leave shall not be counted for pay increment purposes.

#### Withdrawal from Plan

- 24.14 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.

24.15 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.

24.16 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.

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

#### Return to Position

24.18 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.

24.19 The Employee shall confirm their return date at least two (2) months prior to the expected date of return not including the summer break period (unless the Parties agree otherwise in writing).

24.20 Employees will have the option to be paid at a reduced rate one (1) year earlier, in accordance with applicable Revenue Canada regulations.

#### Administration

24.21 Employees shall select one (1) 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.

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

24.23 Leave period is one (1) year.

## **Article 25**

### **General Holidays**

25.01 The following days are general holidays with pay:

- (a) New Year's Day;
- (b) Rendezvous Friday;
- (c) Good Friday;
- (d) Easter Monday;
- (e) Victoria Day;
- (f) **National Indigenous Peoples Day;**
- (g) Canada Day;
- (h) Discovery Day;
- (i) Labour Day;
- (j) Thanksgiving Day;
- (k) Remembrance Day;
- (l) Christmas Day;
- (m) Boxing Day.

25.02 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 seven and one half (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 (2) 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.

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

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

25.05 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.

25.06 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 26**

### **Probationary**

26.01 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 29.
- (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.

26.02 Unless otherwise expressly stated, a probationary Employee is entitled to all the rights and benefits of this Agreement, including access to the grievance procedure.

26.03 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.

26.04 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 (2) days written notice, or pay in lieu of notice, together with written reasons for the termination.

26.05 After the successful completion of the probationary period, the Employee shall be so informed in writing.

26.06 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.

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

## **Article 27**

### **Seniority**

#### **27.01 Definitions**

- (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 a term Employee is defined as the total number of hours worked by the Employee in the institution.

#### **27.02 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 (3) 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 37.04.

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

27.03 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.

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

27.05 Although an Employee loses her/his seniority when she/he resigns, the Employer will credit the Employee with one-half (1/2) of any previously accrued seniority if she/he resumes employment within two (2) years following her/his resignation. This is meant to attach some value to the Employee's experience with the Employer.

## **Article 28**

### **Abandonment**

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

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

## **Article 29**

### **Employee Evaluation**

29.01 At least once per year for the first three (3) years, and every third year following, the Employer or the Employer designate will evaluate each Employee's performance.

29.02 The Employer will evaluate Employees on the basis of:

- (a) the duties, responsibilities and other requirements set out in an Employee's job description;
- (b) the Employee's ability to work cooperatively with clients and their families; and
- (c) 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.

- 29.03 The Employer will discuss with an Employee the draft version of her/his performance evaluation before it is finalized. A final copy of the Employee's performance evaluation shall go on the Employee's personnel file, signed by the Employee indicating she/he has seen it. An Employee who disagrees with her/his performance evaluation may append an explanation to it on her/his personnel file.
- 29.04 The Employer will provide a copy of the performance evaluation to the Employee.
- 29.05 Every year the Employee and the Employer or Employer designate shall identify personal, professional and organizational goals and related training needs.
- 29.06 In the interim years between the Employee's performance evaluation, the Employer or Employer designate shall provide a less formal evaluation including a self evaluation done by the Employee and discussed with the supervisor.

### **Article 30**

#### **Promotions and Transfers**

- 30.01 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 bulleting 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.
- 30.02 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.
- 30.03 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.
- 30.04 Subject to any affirmative action program established in accordance with Article 11, the Employer will fill positions with the most qualified candidate.
- 30.05 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.

- 30.06 Within seven (7) calendar days of an appointment under this Article, the Employer will post the name of the successful candidate in the places mentioned in Clause 29.01.
- 30.07 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.
- 30.08 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.
- 30.09 An Employee shall not be required by the Employer to transfer involuntarily to another position.

### **Article 31**

#### **Registration and Licensing Fees**

- 31.01 Effective July 1, 2012, where a regular Employee is registered or licensed by a recognized Territorial, Provincial or other applicable organization, at the discretion and approval of the Executive Director, the Employer will reimburse the Employee up to two hundred dollars (\$200.00) per year towards relevant license or registration fees upon proof of payment.
- 31.02 Regular Employees who require mandatory licensing and insurance will be reimbursed up to \$500 for such licensing and insurance. For those employees, 30.01 will not apply.

### **Article 32**

#### **Acting Assignments**

- 32.01 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.
- 32.02 The Employer is not required to make any acting assignments and an Employee is not required to accept an acting assignment.
- 32.03 An Employee who is acting in a position for three (3) consecutive days or more 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.

32.04 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:

- (a) receive the minimum salary for the acting position where that is more than four percent (4%) of her/his present salary; or
- (b) 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
- (c) if the application of (b) 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.

32.05 (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 33**

#### **Staff Training and Development**

33.01 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.

33.02 The Employer will maintain a current collection of resources on issues relevant to Child Development and make them available to Employees.

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

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

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

33.06 The Professional Development committee will be comprised of the Executive Director, Program Co-ordinators, and one (1) 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 requests and record of decisions made.

33.07 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;
- (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.

33.08 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.

33.09 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.

33.10 Attendance at any training course 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.

33.11 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.

33.12 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 the 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 34**

#### **Discipline**

- 34.01 The Employer will take disciplinary action only where there is just cause for discipline.
- 34.02 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 a reasonable cause to withhold this information from the Employee.
- 34.03 Where the Employer provides the information to the Employee under Article 33.02, the Employer shall also inform the Employee of her/his rights under Article 33.04
- 34.04 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 the Employer, to present her/his version of the facts to the Employer either alone, or if the Employee wishes, with a Union representative present.
- 34.05 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.
- 34.06 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.
- 34.07 The Employer will remove any notice of disciplinary action from the Employee's personnel file once the Employee has attained a twenty-four (24) month period without further disciplinary action having been taken against her/him.
- 34.08 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.
- 34.09 If the Employee consents in writing, the Union representative may have the same rights as the Employee in Clause 33.08.
- 34.10 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.

- 34.11 A copy of the notice shall be placed in the Employee's personnel file and a copy shall be sent to the Union.

## **Article 35**

### **Grievance Procedure**

- 35.01 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.
- 35.02 The Union may file a grievance on behalf of an Employee ("the grievor"), or on its own behalf, alleging a violation of this Agreement.
- 35.03 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.
- 35.04 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.
- 35.05 The Executive Director is authorized to receive grievances on behalf of the Employer.
- 35.06 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 (15) days following the day she/he returns to work.
- 35.07 Any time limits in the grievance procedure may be extended by consent of the Parties.
- 35.08 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.
- 35.09 The Executive Director shall hold a hearing within fifteen (15) days of receiving the grievance and respond within fifteen (15) days of such hearing.



35.10 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 (1/2) of the fees and expenses of the mediator.

35.11 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 (1/2) of the fees and expenses of the Arbitrator.

## **Article 36**

### **Safety and Health**

36.01 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 in compliance with the Occupational Health and Safety Act.

36.02 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.

36.03 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 (3) months of employment.

36.04 The Health and Safety Committee has the right 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.

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

36.06 The Health and Safety Committee shall identify situations that may be hazardous to workers and shall report such situations to the Employer and to the Employees or the Union.

36.07 The Health and Safety Committee 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 Health and Safety Committee would otherwise have been at work.

36.08 The Health and Safety Committee shall keep records of all matters dealt with and shall make such records available to the Employer and a safety officer on request.

36.09 The Health and Safety Committee 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.

36.10 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.

36.11 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.
- 36.12 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.
- 36.13 An Employee who refuses to work or do particular work pursuant to Article 35.12 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.
- 36.14 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.

### **Article 37**

#### **Vacation Leave**

- 37.01 Regular full-time and regular part-time Employees shall earn vacation leave credits as set out in this Article.
- 37.02 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.
- 37.03 Regular full-time and regular part-time Employees shall be entitled to vacation leave with pay for one (1) month of the sixty-one (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 Article 1.03.

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.

- 37.04 After one (1) year of continuous employment regular part-time Employees shall have vacation leave pro-rated.
- 37.05 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.
- 37.06 Employees with more than one (1) 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.
- 37.07 The Employer may advance up to thirty-seven and one half (37 and ½) 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.
- 37.08 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.
- 37.09 An Employee may not be recalled to work while on vacation leave except where an emergency exists.
- 37.10 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 (1) Employee volunteers, management will determine who best suits the child's needs based on the volunteer's capability and qualifications. If the volunteer's qualifications are equal, the decision will be based on seniority.

## **Article 38**

### **Bereavement Leave**

- 38.01 Upon the request of an Employee, the Employer shall grant the Employee Bereavement Leave with pay for up to three (3) working days where there is a death in the Employee's family.
- 38.02 In lieu of the leave in Clause 37.01 above, the Employer shall, upon the request of the Employee, grant the Employee bereavement leave with pay for up to three (3) working days where there is an imminent death in the Employee's family. The Employer may request a physician's statement to verify this.

38.03 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 (2) days.

38.04 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) step-sibling;
- (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.

38.05 An Employee may be granted additional Bereavement Leave without pay upon request for up to five (5) 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 39**

### **Leave (Sick/Special)**

#### **39.01 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 to a maximum of seven hundred and ninety-five (795) hours, prorated for regular part-time Employees. Employees will continue to accrue Sick/Special leave credits when their accumulation falls below the maximum of seven hundred and ninety-five (795) hours.

Regular part-time Employees will accumulate Sick/Special Leave credits according to the following formula:

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

#### **39.02 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 three (3) consecutive days.

Special Leave shall be granted as follows:

- (a) up to five (5) days at any one (1) 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.
- (b) for a serious household emergency – up to one (1) day at any one (1) time;
- (c) for attending to personal matters – up to one (1) day at any one (1) time with a maximum of three (3) days per year. Notice of such leave to be provided in advance if possible.

#### **39.03 Benefits Accrued**

When an Employee is on paid Sick Leave all benefits of the Agreement shall continue to accrue.

#### 39.04 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.

#### 39.05 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.

#### 39.06 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 (1) week in advance.

#### 39.07 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.

#### 39.08 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 40** **Leave (Unpaid)**

40.01 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 leave 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.

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

#### 40.03 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 37.04, 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, not including the Summer Break Period (unless otherwise agreed by the Parties in writing), 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.



40.04 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, not including the Summer break Period (unless otherwise agreed by the Parties in writing), of his/her intent to return to work.

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

### **Article 41**

#### **Court Leave**

41.01 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.

41.02 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.

41.03 An Employee who is absent for reasons describe in Clause 40.01 or 40.02 shall return to work if she/he can do so in time to complete one half (1/2) of the day's work.

41.04 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.

41.05 An Employee who is called as a witness by the Employer at an arbitration hearing under Article 34 shall not suffer any loss of pay as a result.

41.06 Subject to receiving the benefits of Article 40.01, when an Employee receives any payment for attending court, the Employee shall relinquish the payment to the Employer.

### **Article 42**

#### **Workers' Compensation**

42.01 All Employees shall be covered by the provisions of the Workers' Compensation Act.

42.02 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.

- 42.03 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.
- 42.04 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.
- 42.05 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 43** **Maternity Leave**

- 43.01 Upon giving at least four (4) weeks notice, not including the Summer Break Period (unless agreed otherwise by both Parties in writing), 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 birth of the child, an Employee who has completed her probationary period under Article 26 is entitled to a leave of absence without pay.
- 43.02 Maternity Leave may be for a period of up to **seventy-eight (78)** weeks, which may be taken before or after the birth of the baby, or partially before and partially after.
- 43.03 An Employee may take less than **seventy-eight (78)** weeks if she wishes.
- 43.04 The Employee must give two (2) months notice, not including the Summer Break Period (unless otherwise agreed by both Parties in writing), that she intends to return to work. Otherwise the Employer will make reasonable efforts to contact the Employee within the next two (2) 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.
- 43.05 In the event that an Employee on Maternity Leave decides not to return to work, and communicates this to the Employer two (2) months prior, not including the Summer Break Period (unless otherwise agreed by the

Parties in writing) 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.

- 43.06 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 **seventy-eight (78) 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 21 (Yukon Bonus), Article 22 (Group Benefits Plan/Self Directed Benefits Plan), Article 27 (Seniority), Article 47 (Long Service Bonus) and Article 48 (Long Term Disability).

- 43.07 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 operation requirements.

- 43.08 An Employee may use sick credits she has earned in accordance with Article 38 either before or after her Maternity Leave if she is suffering from pregnancy-related disability.

- 43.09 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.

- 43.10 An Employee who has been in the continuous service of the Employer for one (1) year, prior to the commencement of her Maternity Leave, shall be entitled to a cash payment equivalent to fifty-five percent (55%) of her regular salary for a one (1) 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-five (25) 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, **when an Employee has opted for a Standard leave period of up to fifty-two (52) weeks. When an Employee has opted for an Extended leave period of up to seventy-eight (78) weeks, the same amount calculated for the fifty-two (52)**

**week option will be averaged over a period of thirty-eight (38) weeks.**

43.11 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.

43.12 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 his or her vacation pay.

43.13 With mutual agreement by the Parties, an employee may return to work from Maternity Leave on a part-time basis for a period of time.

#### **Article 44**

#### **Adoption Leave**

44.01 An Employee who has completed her/his probationary period under Article 26 who adopts a child, shall subject to giving at least four (4) weeks notice, not including the Summer Break Period (unless otherwise agreed by both Parties in writing), to the Employer, be granted leave without pay for a period of up to **seventy-eight (78) weeks** for the purpose of adoption. Such leave may not commence earlier than one (1) week before the expected date of the child coming to live with her/him for the purpose of an adoption.

44.02 The Employee shall furnish proof of the adoption.

44.03 An Employee may take less than **seventy-eight (78) weeks** Adoption Leave if she/he wishes.

44.04 An Employee must give two (2) months notice, not including the Summer Break Period (unless otherwise agreed by both Parties in writing), 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 (2) 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.

44.05 In the event that an Employee on Adoption Leave decides not to return to work, and communicated this to the Employer two (2) months prior, not including the Summer Break Period (unless otherwise agreed by both Parties in writing), 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.

- 44.06 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 **seventy-eight (78) weeks**.
- 44.07 Where a doctor's certificate is provided as set out in Clause 42.07, an extension of Adoption Leave may be granted by the Employer, subject to operational requirements.
- 44.08 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.
- 44.09 An Employee who has been in the continuous service of the Employer for one (1) year, prior to the commencement of his or her Adoption Leave, shall be entitled to a cash payment equivalent to fifty-five percent (55%) of her regular salary for a one (1) 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-five (25) 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, **when an Employee has opted for a Standard leave period of up to fifty-two (52) weeks. When an Employee has opted for an Extended leave period of up to seventy-eight (78) weeks, the same amount calculated for the fifty-two (52) week option will be averaged over a period of thirty-eight (38) weeks.**
- 44.10 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.
- 44.11 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 45**

### **Parental Leave**

45.01 An Employee who has completed her/his probationary period under Article 26 and who gives at least four (4) weeks notice, not including the Summer Break Period (unless otherwise agreed by both Parties in writing), to the Employer is entitled to parental leave without pay for a period of up to **seventy-eight (78)** 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 (2) Employees become the parents of the same child, both Employees are entitled, upon completion of their probationary periods under Article 26 to parental leaves which, when combined, do not exceed a continuous period of **seventy-eight (78)** weeks.

45.02 An Employee who is granted Parental Leave must complete the leave no later than one (1) year after the date of birth or adoption of the child.

45.03 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.

45.04 An Employee must give two (2) months notice, not including the Summer Break Period (unless otherwise agreed by both Parties in writing), 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 (2) 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.

45.05 In the event that an Employee on Parental Leave decides not to return to work, and communicated this to the Employer two (2) months prior, not including the Summer Break Period (unless otherwise agreed by both Parties in writing, 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.

45.06 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 **seventy-eight (78)** 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 21 (Yukon Bonus), Article 22 (Group Benefits Plan/Self Directed Benefits Plan), Article 27 (Seniority), Article 47 (Long Service Bonus) and Article 48 (Long Term Disability).

45.07 Where a doctor's certificate is provided as set out in Clause 42.07, an extension of Parental Leave may be granted by the Employer, subject to operational requirements.

45.08 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.

45.09 An Employee who has been in the continuous service of the Employer for one (1) year, prior to the commencement of his or her Parental Leave, shall be entitled to a cash payment equivalent to fifty-five percent (55%) of her regular salary for a one (1) 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-five (25) 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, **when an Employee has opted for a Standard leave period of up to fifty-two (52) weeks. When an Employee has opted for an Extended leave period of up to seventy-eight (78) weeks, the same amount calculated for the fifty-two (52) week option will be averaged over a period of thirty-eight (38) weeks.**

45.10 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 Parental Leave, be paid to the Employee upon the Employee going on leave.

45.11 Vacation pay shall be paid to Employees taking Parental 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 46

### General Terms – Maternity, Parental and Adoption Leave

- 46:01 (a) Any combination of total supplemental employment insurance benefit allowances for Maternity, Parental or Adoption Leave under Clause 42.10, 43.09, or 44.09 (inclusive of a cash payment equivalent to fifty-five percent (55%) of regular salary for a one (1) week waiting period and a supplemental allowance equivalent to the difference between the EI benefits and the Employee is eligible to receive and seventy-five percent (75%) of her/his weekly rate of pay for a maximum of twenty-five (25) weeks) shall not exceed a total maximum of twenty-six (26) weeks, **when the Standard fifty-two (52) week leave option is chosen. If the Extended seventy-eight (78) week leave option is chosen, this period shall not exceed a total maximum of thirty-nine (39) weeks.**
- (b) Where a regular full-time or regular part-time Employee is paid the supplemental allowance under Clause 42.10, 43.09, or 44.09 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 42.10, 43.09, or 44.09 above shall sign an agreement with the Employer, providing that:
- a) 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;
  - b) he/she will work for a period of at least six (6) months after his/her return to work; and
  - c) 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 47**  
**Compassionate Care Leave Without Pay**

- 47.01 Upon reasonable notice from an Employee, the Employer shall grant an Employee up to **twenty-eight (28)** weeks of Compassionate Care Leave without pay as defined under the Yukon Employment Standards Act.
- 47.02 Subject to 44.01, an Employee shall be granted leave without pay for the compassionate care of family in accordance with the following conditions;
- (a) 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 twenty-six (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.
- 47.03 Leave granted under this Article shall be for a minimum period of one (1) week and a maximum of **twenty-eight (28)** weeks.

**Article 48**  
**Long Service Bonus**

- 48.01 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 27.01 and 27.02 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.

**Article 49**  
**Long Term Disability**

- 49.01 All regular full-time Employees and regular part-time Employees 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.

- 49.02 Effective the first of the month following completion of the Employee's probationary period or ninety (90) calendar days of continuous employment, whichever comes first, one hundred percent (100%) of the premium for the Long Term Disability Plan will be paid by the Employee. The Employer will pay an allowance equal to fifty percent (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.
- 49.03 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 48.01 provided the Employee pays premium costs for such coverage in advance.

## **Article 50**

### **Labour – Management Relations**

- 50.01 The Parties recognize the mutual benefits to be derived from joint consultation and will consult on matters of common interest.
- 50.02 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.
- 50.03 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 (2) members from the Union and two (2) members from the Employer, one (1) 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.
- 50.04 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.
- 50.05 Employees who are members of the Committee shall be granted leave without loss of pay while attending meetings of the Committee.
- 50.06 As much as reasonably practicable, meetings of the Committee shall take place during normal business hours.

#### **50.07 Board of Directors Meetings**

The Parties agree that one (1) 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 the 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 51** **No Strikes or Lockouts**

51.01 The Employer agrees that it will not cause or direct any lockout of its Employees during the term of this Agreement.

51.02 The Union agrees that there will be no strike, work stoppage, or slow-down 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.

51.03 Subject to directive issued by a labour relations board, if any Employee refuses to cross a legal picket line, the Employee will be considered absent without pay and it will not be considered a violation of this Agreement nor will it be grounds for disciplinary action.

### **Article 52** **Legal Costs**

52.01 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 53**

### **Layoff**

#### **53.01 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.

#### **53.02 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.

#### **53.03 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.

#### **53.04 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.

#### **53.05 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

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

*or*

regular pay for 20 work days.

- b) 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:

hours paid per month (excluding overtime)  
X (work days) in lieu of notice

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162.5

53.06 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	Early Childhood Therapy Assistants <b>Speech Language Pathologist Assistant</b> <b>Therapy Assistant</b>
Band 3	Program Coordinator (relevant Bachelor's degree)
Band 4	Speech Language Pathologist (relevant Master's degree)
Band 5	Occupational Therapist (BSc); (relevant Master's degree)
Band 6	Development Therapist (relevant Master's degree)
Band 7	Diagnostic Coordinator Teacher <b>Intake Coordinator</b>
Band 8	Physiotherapist (BSc); (relevant Master's degree)

Band 9        Administrative Assistant

Band 10      Psychologist (Registered)

#### 53.07 Retention of Seniority and Benefits on Lay-Off

Laid-off Employees with more than three (3) months' service shall retain their seniority for a period of one (1) 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.

#### 53.08 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 communicate 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 thirty (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.

#### 53.09 Benefits Continue

- (a) Employees with one (1) or more years of service who are laid off shall accrue Sick/Special Leave credits under Article 38 or twenty

(20) work days after the date of lay-off 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 38, 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 38 but unused at date of lay-off, reinstated or rehired within a three (3) month period.

#### 53.10 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.

#### 53.11 Leave of Absence

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

### **Article 54** **Duration, Renewal and Retroactivity**

54.01 This Agreement shall be binding and remain in effect from July 1, **2020** to June 30, **2023**.

54.02 Unless otherwise specified, all provisions of this Agreement take effect on July 1, **2020**, or on date of ratification, whichever is later.

54.03 The provisions of this Agreement, including the provisions for processing of grievances under Article 34, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.

54.04 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.

54.05 This Agreement may be amended by mutual consent.

54.06 Where notice to commence collective bargaining has been given under Clause 53.04, 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.



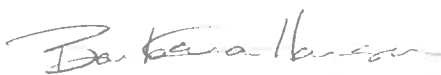

**Signed on behalf of Child Development Centre, Whitehorse:**

per: 

per: 

Dated this 20 day of October, 2020.

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

per:  

per:  

Dated this 20 day of October, 2020.

## APPENDIX "A"

### Salary Scale

in Effect August 22, 2020

		Step 1 (\$)	Step 2 (\$)	Step 3 (\$)	Step 4 (\$)	Step 5 (\$)	Step 6 (\$)
Teacher (BE d or degree related to position) Diagnostic Coordinator	Annual *	64,804	67,395	70,091	72,895	75,812	78,843
	Bi-Weekly **	2,492.46	2,592.13	2,695.82	2,803.65	2,915.83	3,032.42
	Hourly	36.25	37.70	39.21	40.77	42.41	44.10
Speech/Language Pathologist (Relevant Master's Degree) Physiotherapist (Relevant Master's or Bachelor's Degree) Occupational Therapist (Relevant Master's or Bachelor's Degree) Developmental Therapist (Relevant Bachelor's Degree)	Annual *	67,614	70,318	73,130	76,055	79,098	82,263
	Bi-Weekly **	2,600.55	2,704.53	2,812.71	2,925.20	3,042.22	3,163.95
	Hourly	37.82	39.33	40.91	42.54	44.25	46.01
Program Coordinator (Relevant Bachelor's Degree)	Annual *	75,372	78,388	81,523	84,784	88,176	91,703
	Bi-Weekly **	2,898.92	3,014.90	3,135.51	3,260.94	3,391.38	3,527.04
	Hourly	42.16	43.85	45.60	47.42	49.32	51.29
Psychologist (Registered)	Annual *	85,452	88,870	92,426	96,122	99,968	103,966
	Bi-Weekly **	3,286.61	3,418.09	3,554.83	3,697.00	3,844.92	3,998.70
	Hourly	47.80	49.71	51.70	53.77	55.92	58.15
Early Childhood Therapy Assistant (ECD) Administrative Assistant	Annual *	45,376	47,192	49,080	51,043	53,085	55,207
	Bi-Weekly **	1,745.23	1,815.06	1,887.68	1,963.19	2,041.72	2,123.36
	Hourly	25.38	26.40	27.46	28.55	29.70	30.88
Hourly Paid Positions							
Driver		27.81	28.93	30.09	31.29	32.55	33.85
Driver Assistant		18.15	18.88	19.63	20.41	21.24	22.09
* Annual salary based on 11 months = 47.67 weeks/1787.78 hours							
** Prorated over 12-month period = Annual salary/26 pay periods							

#### 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 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 21, 2021

		Step 1 (\$)	Step 2 (\$)	Step 3 (\$)	Step 4 (\$)	Step 5 (\$)	Step 6 (\$)
Teacher (BEd or degree related to position) Diagnostic Coordinator	Annual *	66,100	68,743	71,493	74,353	77,328	80,420
	Bi-Weekly **	2,542.31	2,643.97	2,749.73	2,859.72	2,974.15	3,093.07
	Hourly	36.97	38.45	39.99	41.59	43.25	44.98
Speech/Language Pathologist (Relevant Master's Degree) Physiotherapist (Relevant Master's or Bachelor's Degree) Occupational Therapist (Relevant Master's or Bachelor's Degree) Developmental Therapist (Relevant Bachelor's Degree)	Annual *	68,966	71,724	74,593	77,576	80,680	83,908
	Bi-Weekly **	2,652.56	2,758.63	2,868.96	2,983.70	3,103.06	3,227.24
	Hourly	38.58	40.12	41.72	43.39	45.13	46.93
Program Coordinator (Relevant Bachelor's Degree)	Annual *	76,879	79,955	83,154	86,480	89,939	93,537
	Bi-Weekly **	2,956.90	3,075.20	3,198.22	3,326.16	3,459.21	3,597.58
	Hourly	43.00	44.72	46.51	48.37	50.31	52.32
Psychologist (Registered)	Annual *	87,161	90,648	94,274	98,045	101,967	106,046
	Bi-Weekly **	3,352.35	3,486.45	3,625.92	3,770.94	3,921.82	4,078.68
	Hourly	48.75	50.70	52.73	54.84	57.04	59.32
Early Childhood Therapy Assistant (ECD) Administrative Assistant	Annual *	46,284	48,135	50,061	52,064	54,146	56,312
	Bi-Weekly **	1,780.14	1,851.36	1,925.43	2,002.46	2,082.56	2,165.83
	Hourly	25.89	26.92	28.00	29.12	30.29	31.50
Hourly Paid Positions							
Driver	Hourly	28.37	29.51	30.69	31.91	33.20	34.52
Driver Assistant	Hourly	18.51	19.26	20.03	20.82	21.66	22.53
* Annual salary based on 11 months = 47.67 weeks/1787.78 hours							
** Prorated over 12-month period = Annual salary/26 pay periods							
PAY NOTES							

1. The qualifications (credentials) attached to each classification indicated in Appendix "A" will also include equivalent educational qualifications directly related to those listed.

2. In the event the Employer is unable to fill a position with a candidate with the credentials specified in Appendix "A" or Pay Note 1, the Parties agree to discuss recruitment options. The Employer may advertise in anticipation of such a possibility but will hire compliance with Appendix "A" or Pay Note 1 whenever possible.

## APPENDIX "A"

### Salary Scale

in Effect August 20, 2022

		Step 1 (\$)	Step 2 (\$)	Step 3 (\$)	Step 4 (\$)	Step 5 (\$)	Step 6 (\$)
Teacher (BEd or degree related to position) Diagnostic Coordinator	Annual *	67,422	70,118	72,923	75,840	78,875	82,028
	Bi-Weekly **	2,593.15	2,696.85	2,804.73	2,916.91	3,033.63	3,154.93
	Hourly	37.71	39.22	40.79	42.42	44.12	45.88
Speech/Language Pathologist (Relevant Master's Degree) Physiotherapist (Relevant Master's or Bachelor's Degree) Occupational Therapist (Relevant Master's or Bachelor's Degree) Developmental Therapist (Relevant Bachelor's Degree)	Annual *	70,346	73,159	76,085	79,128	82,293	85,586
	Bi-Weekly **	2,705.61	2,813.80	2,926.34	3,043.38	3,165.12	3,291.76
	Hourly	39.35	40.92	42.56	44.26	46.03	47.87
Program Coordinator (Relevant Bachelor's Degree)	Annual *	78,417	81,554	84,817	88,210	91,738	95,408
	Bi-Weekly **	3,016.04	3,136.71	3,262.18	3,392.68	3,528.39	3,669.53
	Hourly	43.86	45.62	47.44	49.34	51.31	53.37
Psychologist (Registered)	Annual *	88,904	92,461	96,160	100,005	104,007	108,166
	Bi-Weekly **	3,419.39	3,556.18	3,698.44	3,846.36	4,000.25	4,160.25
	Hourly	49.73	51.72	53.79	55.94	58.18	60.50
Early Childhood Therapy Assistant (ECD) Administrative Assistant	Annual *	47,209	49,098	51,063	53,105	55,229	57,438
	Bi-Weekly **	1,815.74	1,888.39	1,963.94	2,042.50	2,124.21	2,209.15
	Hourly	26.41	27.46	28.56	29.70	30.89	32.13
Hourly Paid Positions Driver Driver Assistant	Hourly	28.93 18.89	30.10 19.64	31.30 20.43	32.55 21.23	33.86 22.10	35.21 22.98
* 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 27, Seniority, the Employer will maintain a current seniority list of Employees on a monthly basis. The Parties have agreed not to 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: 

per: 

Dated this 20 day of October, 2020.

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

per:  

per:  

Dated this 20 day of October, 2020.

**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 enrolment 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 percent (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 percent (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 percent (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.

\_\_\_\_\_  
Employees' 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 24 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 of 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.
4. Upon my return from Prepaid Leave, I shall remain employed with CDC for an additional period of time equal to my leave.

\_\_\_\_\_  
Employees' Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**Agreed to by the Employer**

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

\_\_\_\_\_  
Date

*Barbara Hansen*      *October 20/2020*

**Appendix "E"**  
**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.

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

per:



per:



Dated this 20 day of October, 2020.

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

per:



per:



Dated this 20 day of October, 2020.



**Appendix "F"**  
**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 20 day of October, 2020.

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

per: 



per: 



Dated this 20 day of October, 2020.

82