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APPENDIX "B"

**Seniority of Employees**

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

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

per:

per:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

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

per:

per:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

APPENDIX "C"

MEMORANDUM OF AGREEMENT

Re: PSAC/YEU Prepaid Leave Plan

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

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

**Options:**

- deferral of thirty-three and one third per cent (33 1/3%) of annual salary per program year (the year commencing on the first work day following the summer break), with the fourth (4<sup>th</sup>) year as prepaid leave; or
  - deferral of twenty-five per cent (25%) of annual salary per program year (the year commencing on the first work day following the summer break), with the fifth (5<sup>th</sup>) year as prepaid leave; or
  - deferral of twenty per cent (20%) of annual salary per program year (the year commencing on the first work day following the summer break), with the sixth (6<sup>th</sup>) year as prepaid leave; or
3. I wish my leave period to be for the year starting August \_\_\_\_, 20\_\_\_\_ and ending August \_\_\_\_, 20\_\_\_\_.

**Note:**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**AGREED TO BY THE EMPLOYER**

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

\_\_\_\_\_  
Date

**APPENDIX “D”**

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

I have read the terms and conditions of the Prepaid Leave Plan (the “Plan”) set out in Article 23 in the Collective Agreement and agree to participate in the Plan in accordance with those terms and conditions.

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

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

\_\_\_\_\_  
**Employee’s Signature**

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

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

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

**AGREED TO BY THE EMPLOYER**

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

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

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**APPENDIX "E"****MEMORANDUM OF UNDERSTANDING****Re: Employee Evaluation**

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

per:

per:

| Dated this \_\_\_\_ day of \_\_\_\_\_, 2008

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

per:

per:

| Dated this \_\_\_\_ day of June, 2008

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APPENDIX "F"

MEMORANDUM OF UNDERSTANDING

**Re: Increases for Specific Employees**

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

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

Leona Corniere  
Sheila Ramsay

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

per:

per:

| Dated this \_\_\_\_ day of \_\_\_\_\_, 2008

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

per:

per:

| Dated this \_\_\_\_ day of \_\_\_\_\_, 2008

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**APPENDIX "G"****MEMORANDUM OF UNDERSTANDING****Re: Code of Ethics****Preamble**

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

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

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

**Values**

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

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

**Conflict of Interest**

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

**Ethical Responsibilities to Children****Appreciating childhood as a unique and valuable stage of the human life cycle.**

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

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

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

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

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

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## **Basing our work with children on knowledge of child development.**

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

## **Ethical Responsibilities to Families**

### **Appreciating and supporting close ties between child and family.**

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

The Child Development Centre assumes a family centered philosophy which:

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

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

### Responsibilities to Families

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

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

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

We shall involve families in decisions affecting their child.

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

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

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

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

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

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

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## **Ethical Responsibilities to Colleagues**

### **Respecting the dignity, worth and uniqueness of each individual child, family member and colleague.**

The Child Development Centre shall be a cooperative workplace where human dignity is respected, professional satisfaction is promoted and positive relationships are modeled. The primary responsibility in this area is to establish and maintain a work setting and relationships which support productive work and meet professional needs.

#### Responsibilities to Co-workers

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

We shall share resources and information with co-workers.

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

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

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

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

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

#### Responsibilities to Employers

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

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

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

#### Responsibilities to Employees

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

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

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

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

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

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

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

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

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## **Ethical Responsibilities to Society**

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

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

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

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

### Responsibilities to Society

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

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

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

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

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

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

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

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

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APPENDIX "H"

MEMORANDUM OF UNDERSTANDING

**Re: Defined Group Pension Plan**

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

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

per:

per:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

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

per:

per:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

APPENDIX "T"

MEMORANDUM OF UNDERSTANDING

Re: Return to Work Program

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

Signed on behalf of Child Development Centre, Whitehorse:

per:

per:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

Signed on behalf of Public Service Alliance of Canada:

per:

per:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

APPENDIX "J"

MEMORANDUM OF UNDERSTANDING

Re: Article 21.01 – Group Benefits Plan

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

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

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

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

per:

per:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

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

per:\_\_\_\_\_

\_\_\_\_\_

per:\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008