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**ARTICLE 34 - Vacation Leave**

- 34.01** Regular full-time and regular part-time employees shall earn vacation leave credits as set out in this Article.
- 34.02** Vacation leave shall normally be taken during the summer break, and the granting of vacation leave at any other time shall be at the sole discretion of the Executive Director.
- 34.03** Regular full-time and regular part-time employees shall be entitled to vacation leave with pay for one month of the 61-day Summer Break period (depending on the term of their employment) plus any days which are not statutory holidays which fall within the Christmas Break and Spring Break as set out in the Whitehorse school calendar.

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

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

This calculation will be done at the yearly audit.

- 34.04** After one year of continuous employment regular part-time employees shall have vacation leave pro-rated.
- 34.05** All regular full-time, regular part-time and term employees with less than one (1) year's service at commencement of the Summer Break shall receive vacation pay at the rate of 7.7% of gross earnings from date of hire.
- 34.06** Employees with more than one year of service who resign shall receive vacation pay at the rate of 7.7% of gross earnings for any period for which they have not previously received vacation pay.
- 34.07** The Employer may advance up to 37.5 hours of vacation time to an employee who has not yet earned the vacation credits, subject to operational requirements, and subject to the Employer's capacity to secure reimbursement from the employee.
- 34.08** An advance of vacation leave credits shall be reimbursed to the Employer by deduction from future vacation leave credits or, where the employee's service is terminated before the advance is repaid, by deduction from any compensation outstanding to the employee.
- 34.09** An employee may not be recalled to work while on vacation leave except where an emergency exists.
- 34.10 Voluntary Summer Coverage**

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

**ARTICLE 35- Bereavement Leave**

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

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

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

- a) parent
- b) step-parent
- c) foster parent
- d) grandparent or grandchild
- e) sibling
- f) 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.

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

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

### **36.01 Accumulation**

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

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

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

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

### **36.02 Payment of Sick/Special Leave**

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

Special leave shall be granted as follows:

- a) up to five (5) days at any one time where the employee must personally attend to the health of a spouse, partner, child, parent, foster parent or step parent and the employee's attendance is required due to unforeseeable circumstances beyond their control. The employee must take reasonable steps to limit the leave required.

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

### **36.03 Benefits Accrued**

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

### **36.04 Expiration of Credits**

The Employer may approve an advance of sick/special leave credits for an employee for up to fifteen (15) days where the employee has not accumulated enough sick/special leave credits for the sick/special leave she/he requires. In determining whether to grant an advance of sick/special leave credits, the Employer shall consider the length of service of the employee and the Employer's capacity to secure reimbursement from the employee.

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

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

### **36.05 Enforceable Legal Claims**

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

### **36.06 Additional Leave**

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

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

### **36.07 Appointments**

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

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**36.08 Notice Required**

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

**ARTICLE 37 - Leave (Unpaid)**

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

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

**37.03 Care and Nurturing of an Immediate Family Member**

An employee shall be granted leave without pay for up to one (1) year related to the personal care and nurturing of a family member, as defined in Article 35.04, in accordance with the following conditions:

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

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

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

**ARTICLE 38 - Court Leave**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For the purpose of this section of the Collective Agreement, "benefits" means to the extent that the employee is eligible, the provisions defined under Article 20 (Yukon Bonus), Article 21 (Group Benefits

Plan/Self Directed Benefits Plan), Article 26 (Seniority), Article 45 (Long Service Bonus) and Article 46 (Long Term Disability).

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

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

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

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

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

For the purpose of this section of the Collective Agreement, “benefits” means to the extent that the employee is eligible, the provisions defined under Article 20 (Yukon Bonus), Article 21 (Group Benefits Plan/Self Directed Benefits Plan), Article 26 (Seniority), Article 45 (Long Service Bonus) and Article 46 (Long Term Disability).

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

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

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

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

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

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

## **ARTICLE 42 - Parental Leave**

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

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

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

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

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

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

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

For the purpose of this section of the Collective Agreement, “benefits” means to the extent that the employee is eligible, the provisions defined under Article 20 (Yukon Bonus), Article 21 (Group Benefits Plan/Self Directed Benefits Plan), Article 26 (Seniority), Article 45 (Long Service Bonus) and Article 46 (Long Term Disability).

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

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

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

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

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

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

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

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

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

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

- 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 26 weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.

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

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

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

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

## **ARTICLE 46 – Long Term Disability**

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

## **ARTICLE 47 - Labour - Management Relations**

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

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

- a) The observer will have a voice but no vote at board meetings, and will remove themselves from meetings when any conflict of interest arises such as personnel or collective bargaining issues.
- b) The staff observer will have a one-year term and may be replaced by an alternate. The names of the staff observer and the alternate will be provided at the same time to the Board of Directors.

- c) The staff observer or alternate will not suffer any loss of wages or benefits when attending meetings of the Board of Directors. Subject to the preceding, time spent attending Board of Directors meetings shall not be considered work time.
- d) The Employer agrees to post a copy of the minutes of each meeting of the Board of Directors, excluding any confidential items.

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

**48.01** The Employer agrees that it will not cause or direct any lockout of its employees during the term of this agreement.

**48.02** The Union agrees that there will be no strike, work stoppage, or 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.

**48.03** Subject to directive issued by a labour relations board, if an employee refuses to cross a legal picket line, the employee will be considered absent without pay and it will be not be considered a violation of this agreement nor will it be grounds for disciplinary action.

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

**49.01** The Employer shall ensure:

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

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

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

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

##### **50.02 Purpose of Lay-Off Provisions**

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

##### **50.03 Definition of "temporary" and "permanent" Lay-Off**

The Employer may lay off employees temporarily or permanently.

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

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

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

**50.05 Notice of Lay-Off**

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

**a) Regular Full-Time Employees**

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

*or*

regular pay for 20 work days.

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

*or*

regular pay for 30 work days.

**b) Regular Part-Time Employees**

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

$$\frac{\text{hours paid per month (excluding overtime)}}{\text{X (work days) in lieu of notice}} = 162.5$$

**50.06 Lay-Off in Reverse Order of Seniority**

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

- a) An employee subject to lay-off may displace an employee with less seniority within a classification they formerly had at the Child Development Centre, provided she/he is qualified to perform the duties of the position.
- b) For purposes of determining a lay-off or displacement positions will be grouped in bands as follows:
- Band 1 Driver  
Driver Assistant
  - Band 2 Program Assistant
  - Band 3 Program Coordinator (Bachelor's degree in relevant discipline)
  - Band 4 Speech Language Pathologist (Master's degree in relevant discipline)
  - Band 5 Occupational Therapist (BSc); (Master's degree effective August 2010)
  - Band 6 Developmental Therapist (Bachelor's degree in relevant discipline)  
FASD Coordinator  
Teacher
  - Band 7 Physiotherapist (BSc); (Master's degree effective August 2010)
  - Band 8 Administrative Assistant
  - Band 9 Psychologist (Registered)

**50.07 Retention of Seniority and Benefits on Lay-Off**

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

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

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

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

#### **50.09 Benefits Continue**

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

#### **50.10 Recall Period**

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

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

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

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

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

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- | **51.02** Unless otherwise specified, all provisions of this Agreement take effect on July 1, 2008, or on date of ratification, whichever is later.
  - | **51.03** The provisions of this Agreement, including the provisions for processing of grievances under Article 32, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.
  - | **51.04** Within four (4) months preceding the termination of this Agreement, either party may by written notice require the other party to begin bargaining collectively with a view to the conclusion, renewal or revision of this Collective Agreement.
  - | **51.05** This Agreement may be amended by mutual consent.
  - | **51.06** Where notice to commence collective bargaining has been given under Clause 51.04, the Employer shall not without consent by or on behalf of the employee affected, increase or decrease salaries or alter any other term or condition of employment of employees in the bargaining unit which was in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new Collective Agreement, has been concluded.

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

per:

per:

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

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

per:

per:

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