

## MEMORANDUM OF AGREEMENT

1. The parties agree that some of the provisions of this Collective Agreement cannot be implemented until such time as funding becomes available. As a result the following provisions shall be dealt with as follows:

**Article 21 - Severance Bonus**

Subject to paragraph 2, this Article has no force and effect.

**Article 36 - Family Illness Leave**

Subject to paragraph 2, all paid leave granted in this article shall be granted as unpaid leave.

**Article 39 - Maternity Leave**

Subject to paragraph 2, Clause 39.10 has no force and effect.

**Article 40 - Adoption Leave**

Subject to paragraph 2, Clause 40.10 has no force and effect.

**Article 58 - RRSP Savings Plan**

Subject to paragraph 2, Article 58 has no force and effect.

**Article 59 – Dental Plan/Long Term Disability**

Subject to paragraph 2, this Article has no force and effect.

2. In the event that the employer receives substantial increases in funding from any source during the life of this agreement, the parties will re-open the Collective Agreement for the purpose of deciding which of the above Articles could be implemented.

## **LETTER OF UNDERSTANDING "1"**

### **Re: Insurance**

Once costs are obtained from an insurer, the parties will meet to discuss the possibility of a life insurance plan and or a long term disability plan for employees on terms mutually acceptable to the parties.

## LETTER OF UNDERSTANDING "2"

### **Re: Code of Ethics**

The parties agree to adopt the Code of Ethics as follows:

#### **Principles**

1. Early childhood educators promote the health and well-being of all children.
2. Early childhood educators use developmentally appropriate practices when working with all children.
3. Early childhood educators demonstrate caring for all children in all aspects of their practice.
4. Early childhood educators work in partnership with parents, supporting them in meeting their responsibilities to their children.
5. Early childhood educators work in partnership with colleagues and other service providers in the community to support the well-being of families.
6. Early childhood educators work in ways that enhance human dignity.
7. Early childhood educators pursue, on an ongoing basis, the knowledge, skills and self-awareness needed to be professionally competent.
8. Early childhood educators demonstrate integrity in all of their professional relationships.

In adhering to the above principles an early childhood educator would:

#### **Principle 1.**

- \* Promote each child's health and well-being.
- \* Create and maintain safe and healthy environments for children.
- \* Foster all facets of children's development.
- \* Enhance each child's feelings of competence, independence and self-esteem.
  
- \* Refrain from in any way degrading, endangering, frightening or harming children.
  
- \* Act as an advocate on behalf of all children for public policies, programs and services that enhance their health and well-being.

## Principle 2.

- \* Consider cross-cultural variations in child development norms when assessing child development.
- \* Apply the knowledge that the stages of physical, social, emotional, moral and cognitive development within each child may be different.
- \* Determine where each child is on the various developmental continua and use that knowledge to create programs that allow for individual differences and preferences.
- \* Use developmentally appropriate methods and materials in working with children.

## Principle 3.

- \* Respond appropriately to each child's expressions of need.
- \* Provide children with experiences that build trust.
- \* Express warmth, appropriate affection and consideration for children both verbally and nonverbally.
- \* Communicate to children a genuine interest in their activities, ideas, opinions and concerns.
- \* Support children as they experience different emotions and model acceptable ways of expressing emotions.

## Principle 4.

- \* Promote considerate relationships with the parents of the children in care.
- \* Respect the rights of parents to transmit their values, beliefs and cultural heritage to their children.
- \* Provide parents with knowledge, skills and support that will enhance their ability to nurture their children.
- \* Encourage and provide opportunities for parents to participate actively in all aspects of planning and decision making affecting their children.

## Principle 5.

- \* Support and encourage families by developing programs which met the needs of those families being served.
- \* Assist families in obtaining needed specialized services provided by other professionals.
- \* Advocate public policies and community services that are supportive of families.

Principle 6.

- \* Communicate respect by practicing and promoting anti-bias interactions.
- \* Support and promote the dignity of self and others by engaging in mutually enhancing relationships.
- \* Plan programs that communicate respect for diversity regarding ability, culture, gender, socio-economic status, sexual orientation and family composition.
- \* Provide opportunities for all children to participate in childhood activities.

Principle 7.

- \* Recognize the need for continuous learning.
- \* Pursue professional development opportunities.
- \* Incorporate into practice current information from the early childhood education professional literature.
- \* Assess personal professional strengths and limitations and undertake self-improvement.
- \* Articulate a personal philosophy of practice and justify practices on the basis of theoretical perspectives.

Principle 8.

- \* Communicate with children, parents, colleagues, and other professionals in an honest, straightforward manner.
- \* Conscientiously carry out professional responsibilities and duties.
- \* Identify personal values and beliefs and strive to be objective.

- \* Treat as confidential information concerning children, families and colleagues unless failure to disclose would put children at risk.
- \* Recognize the potential for real or perceived conflict of interest and act in accordance with the principles of the code where dual relationships with colleagues or families exist and/or develop.

In circumstances where the above ethical principles conflict, it is recommended that early childhood educators carefully think through the likely consequences of giving each of the conflicting principles primacy. By evaluating the consequences it may become clear which principle ought to be given more weight. Educators are encouraged, if time permits, to consult with colleagues and obtain different perspectives on the problem.

## LETTER OF UNDERSTANDING "3"

### **Re: Leave of Absence for Elected Union President**

Effective on the date of signing of this agreement, the employer agreed to authorize a leave of absence to one employee who is elected as President of the Yukon Employee's Union subject to the following conditions:

1. The authorized leave will be for the term of appointment designated by the Union to a maximum of three years.
2. Upon the 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.

If the employee is re-elected for subsequent terms, they shall continue to be on leave. Upon completion of their term of office the employee will be guaranteed a position at the same level they held before their leave.

3. If the employee ceases to hold office, the employee will return to the position held by the employee prior to the leave of absence.
4. The Union agrees to provide the Employer with one month's written notice of the commencement and termination of this leave of absence.

## **LETTER OF UNDERSTANDING "4"**

### **Re: Lockable Storage Space**

The employer shall provide each member of the bargaining unit with a lockable storage space. The storage space shall be located on the floor area. Subject to financial resources one lockable storage space will be available quarterly commencing October, 1995. Spaces will be allocated on the basis of seniority.

## **LETTER OF UNDERSTANDING "5"**

### **Re: Shutdown for Advocacy**

The parties agree to shutdown the centre once per year between the hours of 7:30 am to 10:30 am to allow Advocacy on the part of bargaining unit members. Such Advocacy will be public and under the scope of Article 1 of this Collective Agreement. The union agrees to provide at least a 60 day notice of such action through the Labour-Management Relations Committee under Article 45.

## LETTER OF UNDERSTANDING "6"

### Re: Teacher's Weekly Work Clarification

The parties agree the following will more precisely describe the allocation of work by teachers at the centre:

1. 34 hours/weekly - with children  
2.5 hours/weekly - rest period  
1 hour/weekly - staff meeting (if a staff meeting is not held the 1 hour will be added to [child contact time](#)).  
1.5 hours/weekly - Program Planning as per Article 55.
2. Employees not covered by Article 55 will receive pay at the rate of 1.5 times their regular rate of pay when attending a staff meeting that takes place outside of their regularly scheduled hours of work.

SIGNED at the City of Whitehorse, in Yukon, this 22nd day of September 2006.

Nakwaye Ku  
Child Care Society

Public Service  
Alliance of Canada

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Val Henderson  
Executive Director

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Lynn Rice-Rideout  
Team Member

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Tracey Arrell  
Chair, Board of Directors

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Jim Brohman  
Negotiator

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Laurie Butterworth  
President, YEU

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Jean-François Des Lauriers  
REVP, PSAC

## **LETTER OF UNDERSTANDING "7"**

### **Re: Green Circle Protection**

The parties agree that no employee on the date of ratification will be adversely effected by the new pay grid adopted during the latest round of bargaining. Any employee who would be adversely effected will remain on the previous pay grid until integration into the new pay grid would result in no adverse effects.