

ARTICLE 46

NO STRIKES OR LOCKOUTS

- 46.01 The employer will not cause or direct any lockout of its employees during the term of this agreement.
- 46.02 The union agrees that there will be no strike, work stoppage, or slowdown during the term of this agreement. If any such action takes place, the union will repudiate it forthwith and require the employees to return to work.
- 46.03 The employees shall have the right to refuse to cross a legal picket line at the employer's premises, provided the employer is given seven days notice by the union of such impending picket line to make alternate arrangements for service to clients. In making such arrangements, the employer will consult with the union.
- 46.04 Employees have the right to refuse to cross a legal picket line that is located elsewhere than on the employer's premises.
- 46.05 Any employee who is not working due to exercising their rights under Clause 46.03 or Clause 46.04 is considered on leave without pay.

ARTICLE 47

DEALING WITH GOVERNMENTS

- 47.01 Where the employer intends to make any report or recommendation directly or indirectly to any level of government concerning childcare policy or conditions of employment affecting members of the bargaining unit, the employer will provide advance notice to the union or their report or recommendation(s) to allow the union a reasonable time to make their views known to the employer.
- 47.02 Where the union intends to make any report or recommendation directly or indirectly to any level of government concerning childcare policy or conditions of employment affecting members of the bargaining unit or the employer, the union will provide advance notice to the employer of their report or recommendation(s) to allow the employer a reasonable time to make their views known to the union.
- 47.03 The employer will keep an open file accessible to all employees containing all current information the employer receives from any Government or the union affecting childcare or the conditions of employment of the members of the bargaining unit. Dated information will be filed and accessible to employees for a reasonable period of time and thereafter sent to the Yukon College Library.

ARTICLE 48

JOB SHARING

- 48.01 An employee(s) may apply to the employer to share one (1) full time position in accordance with subsection (k) and with the following provisions:
- (a) A formal proposal must be presented to the employer outlining the specifics of the job-sharing arrangement. This proposal must be submitted to the employer at least six (6) months in advance of the proposed start date. This time may be shortened by mutual agreement. The employee(s) making the job-sharing proposal will be referred to as the team members for the duration of this Article.
 - (b) A schedule must be submitted to the employer, or the employer's representative, outlining the proposed hours of work for each team member for a complete calendar month not less than one (1) week before the schedule is to take effect. This schedule will reflect a sharing of the hours of work as defined in Article 14 of this Collective Agreement, and the paid holidays (if any) as defined in Article 33 of this Collective Agreement. The employer or the employer's representative will not arbitrarily refuse a proposed schedule, or exercise unfair or discriminatory judgement in approving this schedule.
 - (c) The cost of salaries shall not exceed the cost of one (1) full-time position. The employer shall continue to pay one hundred percent (100%) of the benefits as outlined in this Collective Agreement, for each team member.
 - (d) Paid general holidays, [Wellness Leave](#) and vacation pay shall be paid on a pro-rata basis.
 - (e) Team members shall not be responsible for the duties performed by the other team member under any circumstances.
 - (f) Each team member shall be entitled to fifty percent (50%) of the leaves as outlined in the Collective Agreement.
 - (g) The job-sharing arrangement shall be implemented for a trial period of six (6) months. Review periods shall be scheduled within this trial period at the agreement of the employer and the team members. The job-sharing arrangement may be

terminated by the employer or by either team member at any time during the trial period provided that at least one (1) calendar month notice is given. If the job-sharing arrangement is terminated during the trial period for any reason, both team members shall return to their original job status. At the end of the trial period, both team members will forfeit their right to return to their original job status, except by mutual agreement between the employer and the team members.

- (h) A limit of one (1) full-time position per Centre may become job-sharing positions unless mutually agreed upon by the employer and the employees.
- (i) If an employee is requesting to job share a position for which they were not originally hired, then this employee will be subject to a normal hiring procedure for the position. If the employee is found to be unsuitable for the position as a result of the hiring procedure, then the request for job-sharing shall be refused.
- (j) If one team member vacates the job-sharing arrangement for any reason, then the vacancy shall be posted as a job-sharing position and filled in accordance with Article 27, unless the remaining team member requests a full-time position. If the position cannot be filled by this process, the employer reserves the right to terminate the job-sharing arrangement with respect to this position. If the job-sharing position is terminated, the remaining team member shall be required to assume the full-time responsibilities of the job in order to retain their original job status pursuant to this Article.
- (k) The staff and parents in the affected program must be advised of the request and invited to present their views to the Board, and it shall only be granted by the employer if there is consent of the Board of Directors and unanimous consent of those staff members in the affected program. Such job-sharing arrangements will not be unreasonably or arbitrarily denied.

The staff members requesting the job sharing must be present when the proposal is presented to the Board of Directors.

ARTICLE 49

UNION LABEL

- 49.01 In order that the general public may be aware of the benefits of a unionized public service, the P.S.A.C. Union Label may be displayed prominently throughout the service provided there is no cost to the employer.

ARTICLE 50

STAFF/CHILD RATIO

- 50.01 The employer and the union agree that a reasonable ratio of staff to children in the day care is essential if the children's physical, intellectual, social and emotional development needs are to be fulfilled. Therefore, the employer will strive wherever possible to maintain an overall staff/child ratio which is lower than those outlined in the Yukon Child Care Act.

ARTICLE 51

INSURANCE

- 51.01 The employer agrees to maintain as a minimum, the liability insurance as contained in the Policy attached as Appendix A throughout the course of this agreement.

ARTICLE 52

**INTERNAL INVESTIGATIONS OF CHILD ABUSE ALLEGATIONS
AGAINST STAFF**

- 52.01 This Article applies to formal allegations of abuse made against a staff member concerning a child at the centre.
- 52.02 The investigation of abuse under this Article is in addition to any other legal obligations the centre or child care worker may have, including obligations under the Child Care Act. The investigations under this Article is also in addition to any other investigations that may be underway by other agencies.
- 52.03 For the purposes of this Article, "abuse" means:
- a) physical abuse, namely an act or omission which results in or may result in a non-accidental injury to a child, e.g. beating the child, failure to provide reasonable protection from physical harm, provided the act or omission could not be considered reasonable discipline;

- b) emotional abuse, namely acts or omissions that result in or potentially result in psychological harm to the child, e.g. verbally demeaning the child; or
- c) sexual abuse, namely any sexual activity involving the child that could be a violation of the Criminal Code, or render the child in need of protection under the Children's Act, e.g. intercourse, molestation, exploitation for the purposes of pornography.

52.04 The employer will adopt a procedure for investigating all formal allegations of abuse of a child at the centre by the staff.

52.05 The procedure under Clause 52.04 shall include, at a minimum:

- 1) The method by which a parent or other person may make a formal oral or written allegation of abuse against a staff member;
- 2) The requirement that the Chair of the Personnel Committee of the Board of Directors be notified of every formal allegation of abuse made under this Article;
- 3) A system of deciding who will conduct the investigation into the allegation which includes:
 - a) the power of the Personnel Committee to appoint the director or any other person to conduct the investigation on behalf of the centre;
 - b) a bar to the director investigating any allegation of abuse that involves the director personally; and
 - c) the requirement that an allegation of sexual abuse be conducted by a person with special knowledge of child sexual abuse, and preferably a person from outside the centre.
- 4) A requirement that a written report of every investigation in the form attached as Appendix B, or a comparable form, documenting:
 - a) the nature of the allegation,
 - b) the steps taken to investigate it,
 - c) the conclusion reached by the investigator as per Clause 52.06,
 - d) the response of the parent (and person making the complaint, if different) to the conclusion reached by the investigator, and

e) the response of the staff member involved.

52.06 The report of the investigation prepared under Clause 52.04 shall reach one of three conclusions:

- a) that no abuse occurred
- b) that abuse did occur
- c) that it could not be determined whether abuse occurred or not.

52.07 Where the outcome of the investigation falls under 52.06 (b) or (c), the investigator may make recommendations to the Board for the purposes of Clause 52.10 or 52.11 as the case may be.

52.08 Every investigation under this Article is to be completed as soon as possible, and in any case not more than two weeks after the formal allegation is made, unless an extension is approved by the Chair of the Personnel Committee for justifiable reasons.

52.09 The Board shall receive the report of every completed investigation as soon as possible after it is completed and shall make its decision under Clause 52.10, 52.11, or 52.12 at the earliest opportunity.

52.10 Where the Board is satisfied that no abuse occurred, the complaint shall be dismissed, and the person making the complaint shall be notified immediately. No action shall be taken against the staff member, and no information concerning the allegation or the investigation shall be maintained in the staff member's personnel file or disclosed to any other person. The original record of the investigation shall be given to the staff member involved, and no copies shall be kept by the employer or any member of the Board of Directors.

52.11 Where the Board is satisfied that abuse did occur, the Board shall determine what actions shall be taken as a result.

52.12 Where the Board is satisfied that it cannot be determined whether abuse occurred or not, the Board may determine what if any actions shall be taken, except that no action shall be taken against any staff member except as provided under Clause 52.14.

52.13 The decisions of the Board under Clause 52.10, 52.11, or 52.12 shall be recorded as the final disposition of the allegation and shall form part of the report prepared under Clause 52.05(4).

52.14 Where the employer is asked to provide a reference concerning a staff member's care of children, and the staff member has been the subject of an investigation under this Article in which the final disposition fell under

Clause 52.11 or 52.12, the employer shall give a verbal summary of the nature of the allegation, the steps taken to investigate it, and the final disposition by the Board. As well, the employer shall offer to provide a more extensive written summary of the report prepared under this Article provided that the confidentiality of other individuals is maintained.

- 52.15 The employer will, upon request, pay for counselling for up to four hours for any staff member who was subjected to an investigation under this Article where the final disposition fell under Clause 52.10.

ARTICLE 53

EMPLOYMENT CONFIRMATION AND REFERENCES

- 53.01 The employer will not release information concerning a current or past employee to a person seeking a reference, unless in accordance with this Article, or with the consent of the employee.
- 53.02 If the employer is asked to provide a reference for a current or past employee, the employer shall:
- a) confirm the nature and duration of the employment;
 - b) provide the information as required under Article 52.05, if any; and
 - c) provide a statement that it is the employer's policy not to provide information beyond (a) and (b) without the consent of the employee.
- 53.03 The employer may provide a letter of reference to a current or past employee at the request of the employee, so long as the letter complies with Clause 53.02 (a) and (b) at a minimum.

ARTICLE 54

CHRISTMAS PERIOD

- 54.01 There shall be no loss of pay for an employee not required to work over the Christmas period due to a shortage in the number of children at the centre.
- 54.02 The employer will make every reasonable effort to schedule time off referred to in Clause 54.01 on an equitable basis.

ARTICLE 55

PROGRAM PLANNING

55.01 Each teacher (excluding float) shall be entitled to 1.5 paid hours per week for the purpose of program planning. Additional program planning may be available subject to the terms of Letter of Understanding "4".

ARTICLE 56

MANAGEMENT RIGHTS

- 56.01 The management of the child care centre is the exclusive right of the employer.
- 56.02 With respect to working conditions, in matters covered by this agreement, the employer agrees to exercise its discretion in a fair and reasonable manner.
- 56.03 The direction of employees, including the hiring, firing, promotion and demotion of employees, is the exclusive right of the employer except as otherwise specified in this agreement.
- 56.04 The employer has the right to make policies and rules not inconsistent with this agreement. Where such policies or rules affect employees, they will only be made following consultation with employees. The employer will post any new policies or rules affecting employees on the bulletin board once they are adopted.

ARTICLE 57

TERMINATION

- 57.01 The employment of an employee is terminated when:
- a) the employee is dismissed for cause under Article 30, and not reinstated;
 - b) the employee is dismissed while on probation under Article 24, and is not reinstated;
 - c) the employee is dismissed for cause other than for the employee's misconduct under Article 30, i.e.:
 - i) incompetence in the performance of duties that is not discipline-related;
 - ii) incapacity due to mental or physical health problems, or

- iii) the failure to maintain any minimum mandatory qualifications for the position as required by law, or as specified by the employer at the time of hire;
- d) the employer permanently ceases operations;
- e) the employee resigns;
- f) the employee is deemed to have resigned under the provisions of Clause 57.03 or 57.04 below, as long as the deemed resignation has not been waived by the employer under Clause 57.05;
- g) the employee has been laid off under Article 11, and has not been recalled within one year; or
- h) a casual employee is terminated under Article 15;
- i) the term for which a term employee was hired expires, unless the employee is otherwise in the employ of the employer.

57.02 Where the employer intends to permanently cease operations, the employer will provide reasonable notice to the union depending on all the circumstances, and will make reasonable efforts to reduce the negative impact on employees through consultations with the union.

57.03 An employee is deemed to have resigned if the employee fails to show up for work for three consecutive working days without notifying the employer or without having obtained permission for a leave, which permission will not be unreasonably withheld.

57.04 An employee is deemed to have resigned if they fail to return to work after a leave and

- a) three consecutive working days have passed, and the employee 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.

57.05 Where the employee has not contacted the employer under Clause 57.03 or 57.04, the deemed resignation under either Clause may be waived by the employer in extenuating circumstances.

ARTICLE 58

REGISTERED RETIREMENT SAVINGS PLAN

- 58.01 The Employer agrees to introduce a contributory RRSP plan. The Employer's contribution shall be 5% of basic salary as per Schedule "A", which shall be matched by an employee covered by the plan. The Employer's portion shall vest immediately. In other words, if an employee in the plan leaves the Employer's employ at any time, the employee shall be entitled to the Employer's contribution.
- 58.02 Notwithstanding any other provision of this Agreement, this Article does not apply to casual or term employees. Part-time employees contributions by the parties shall be on a pro-rated basis.
- 58.03 The RRSP Plan referred to in this Article is subject to the Memorandum of Agreement regarding Articles Agreed to in Principle.

ARTICLE 59

DENTAL PLAN/LONG TERM DISABILITY

- 59.01 The Employer agrees to introduce a Dental Plan and Long Term Disability Plan with coverage at least equal to those contained in those covering employees of the Yukon Territorial Government and their employee's covered in the Collective Agreement between the Yukon Territorial Government and the Public Service Alliance of Canada.
- 59.02 The implementation of this Article is subject to the Memorandum of Agreement regarding Article Agreed-to-in-Principle.

ARTICLE 60

SOCIAL JUSTICE FUND

- 60.01 The Employer shall contribute one hundred and twenty dollars (\$120.00) annually to the union's Social Justice Fund effective – July 1, 2011 and each July 1st, thereafter. Such contribution to be remitted to the PSAC National Office.

ARTICLE 61

DURATION, RENEWAL AND RETROACTIVITY

- 61.01 This agreement shall be binding and remain in effect from January 1, 2010 to December 31, 2011.
- 61.02 Unless otherwise specified, all provisions of this agreement take effect on the date of ratification, namely May 9, 2010.
- 61.03 The provisions of this agreement, including the provisions for processing of grievances under Article 31, shall remain in effect during the negotiations for its renewal and until a new agreement becomes effective.
- 61.04 Within three (3) 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.
- 61.05 This agreement may be amended by mutual consent.
- 61.06 Where notice to commence collective bargaining has been given under Clause 60.04, the employer shall not without consent by or on behalf of the employees 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 at the City of Whitehorse, in Yukon, this ____ day of May 2010.

Nakwaye Ku
Child Care Society

Public Service
Alliance of Canada

Val Henderson
Executive Director

Lynn Rice-Rideout
Team Member

Kirsti Muller
Chair, Board of Directors

Jim Brohman
Negotiator

Bryna Cable
Secretary, Board of Directors

Jean-François Des Lauriers
REVP, PSAC