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COLLECTIVE AGREEMENT

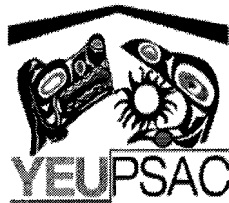
Between the

**YUKON ARTS CENTRE CORPORATION
(hereinafter "the Employer")**

And the

**PUBLIC SERVICE ALLIANCE OF CANADA
(hereinafter "the Union")**

April 1st, 2009 – March 31st, 2012



11190(05)

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ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01 The parties to this agreement wish to establish, within the framework provided by law, an effective working relationship based upon the principles of mutual respect and co-operation.
- 1.02 The purposes of this agreement are to:
- 1) settle the conditions of employment between the parties;
 - 2) promote the job satisfaction and security of all employees in the bargaining unit;
 - 3) promote joint discussions and, where possible, joint decision-making in all matters relating to working conditions; and
 - 4)) recognize the value of joint discussion in all matters relating to service delivery to clients.

ARTICLE 2

DEFINITIONS

bargaining unit	- all employees described in the certificate issued on July 9, 1996 by the Canada Labour Relations Board covering employees of the Yukon Arts Centre Corporation or as agreed by the parties
bargaining unit work	- work regularly done by any member of the bargaining unit
classification	- one of the positions identified in Schedule A
continuous service day	- uninterrupted employment with the employer - a calendar day, unless otherwise specified
date of signing	- May 3 rd , 2010
employee	- a member of the bargaining unit
employer	- the Yukon Arts Centre Corporation

<u>Executive Director and CEO</u>	- the person managing the Yukon Arts Centre on behalf of the employer who is excluded from the bargaining unit
fiscal year	- April 1st to March 31 st or as determined by the Board of <u>the Yukon Arts Centre Corporation</u>
gender	- where the feminine gender is used it shall be considered to include the masculine gender unless any provisions of this Agreement otherwise specify
hours worked	- hours during which the employee is present at work, or on paid leave
lay-off	- a disruption of employment due to a lack of work or the discontinuance of a function at the Arts Centre, either on a temporary basis when the employer intends to recall the employee within a reasonable period of time, or on a permanent basis where re-hire is not likely within one (1) year
partner	- the person with whom the employee lives as a couple, regardless of whether the person is the same sex or the opposite sex of the employee
position	- employment in a specific job classification
union	- the Public Service Alliance of Canada and/or the Yukon Employee's Union

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 in the bargaining unit.

- 4.02 The employer agrees that there shall be no intimidation or discrimination against any employee by reason of her membership in the union, and the union agrees that there shall be no intimidation or discrimination on its part towards any employee, person or the employer.
- 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, provided that it does not result in a disruption of work and is of limited duration.
- 4.04 Where an accredited representative of the union enters the work premises as provided in Clause 4.03, she shall report to the supervisor of the employee before approaching the employee.
- 4.05 The parties recognize the integral role played by volunteers in the business and operation of the Yukon Arts Centre. This Collective Agreement is not intended to restrict the use of volunteers in any manner except where it would result in a layoff or reduction in regularly scheduled hours of a bargaining unit member.
- 4.06 The positions of Executive Director and CEO, Gallery Curator and Technical Director are excluded from the bargaining unit.

ARTICLE 5

UNION SE

- 5.01 All employees shall be required to pay the union (through monthly payroll deduction) a sum of money equivalent to the membership dues of the union. Signing of the employer's commencement forms shall serve as the employee's authorization for the employer to deduct such dues.
- 5.02 An employee who declares in an affidavit that:
- a) she is a member of a religious organization registered under the Income Tax Act;
 - b) her religious organization prevents her from joining a union or making financial contributions to a union; and
 - c) she will make a contribution to a charitable organization of her choice equivalent to union dues,

shall not be subject to the 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 who are currently members and for all employees hired subsequent to the signing of this agreement.
- 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 Public Service Alliance of Canada 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 behalf.
- 5.08 The employer agrees to type the amount of union dues paid by each union member on their T-4 slip.

ARTICLE 6

RIGHTS OF UNION REPRESENTATIVES

- 6.01 The employer acknowledges the right of the union to appoint employees as representatives.
- 6.02 One representative and one alternative representative shall be appointed by the union and names of such representatives shall be provided to the employer.

ARTICLE 7

TIME OFF FOR UNION BUSINESS

- 7.01 If the requirements of Clauses 7.02 and 7.03 below 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 regularly scheduled 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 37, or any other meeting called by management.
- 7.02 A union representative shall obtain the permission of her immediate supervisor before leaving her work to carry out any of the responsibilities listed in Clause 7.01, which permission shall not be unreasonably withheld.
- 7.03 Only one union representative at one 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 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 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. It is further understood time spent outside of normally scheduled shifts on behalf of the union will not result in overtime entitlement.
- 7.06 If an employee was granted leave without pay to attend the initial contract negotiation meeting on behalf of the union, she shall, notwithstanding the limit of two employees in Clause 7.05, be granted leave without pay in accordance with Clause 7.05 to attend subsequent contract negotiation meetings.
- 7.07 Subject to operational requirements, unpaid union leave to attend union conferences and union seminars will be granted. Such leave will not be unreasonably withheld.
- 7.08 The Employer agrees to authorize a leave of absence to one employee who is elected as President of the Yukon Employee's Union, PSAC Regional Executive Vice President for the North or President of the Yukon Federation of Labour 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 years.

(b) 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, she shall continue to be on leave. Upon completion of her term of office the employee will be guaranteed a position at the same level she held before her leave.

(c) If the employee ceases to hold office, the employee will return to the position held by the employee prior to the leave of absence

(d) The Union agrees to provide the Employer with a month's written notice of intention and a portion of this leave of absence.

Employee Orientation

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 shall provide the union with a semi-annual report giving the following information:

- a) the names of each employee hired since the last report;
- b) the classification of each employee;
- c) the employees terminated and the reasons therefor;
- d) bargaining unit vacancies;

e) any revised Job Descriptions.

- 8.02 When offering a person employment in the bargaining unit, the employer shall inform the prospective employee of all the terms of Article 5 (Union Security).
- 8.03 The employer shall photocopy and distribute copies of this agreement to all members of the bargaining unit who request one.
- 8.04 If this agreement is renewed or amended, the employer shall photocopy and distribute the new version to all members of the bargaining unit. The employer shall send a draft copy to the union and one to each union representative for their approval before distributing it to members of the bargaining unit at the time of hire.
- 8.05 If a letter of understanding is signed by the parties interpreting or modifying this agreement, the employer shall 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

JOB SECURITY

- 10.01 Contracting out of bargaining unit work is prohibited where it results in a lay-off of a bargaining unit member or reduces their regularly scheduled hours of work (or as otherwise provided for in this agreement).
- 10.02 Bargaining unit work done by persons outside the bargaining unit is prohibited where it results in lay-off of a bargaining unit member or a reduction in their regularly scheduled hours of work.
- 10.03 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 11

NO DISCRIMINATION

- 11.01 The parties agree that there shall be no discrimination, interference, coercion, harassment, intimidation or disciplinary action exercised or practiced by employees, the union or the employer with respect to employee by reason of age, race, creed, colour national origin, religious affiliation, sex, sexual orientation, gender identity or membership or activity in the union.

ARTICLE 12

WORKPLACE HARASSMENT

- 12.01 The Alliance, the employees and the employer recognize that every employee can expect to be treated fairly in the workplace in an environment free of discrimination, and personal or sexual harassment. A behaviour which denies individuals their dignity and respect and is offensive, embarrassing, humiliating will not be tolerated. Harassment of another employee or of a client carrying out duties, providing goods, services, facilities, or accommodation constitutes a disciplinary infraction and will be dealt with severely. The use of authority or position to intimidate, coerce or harass is strictly forbidden.
- 12.02 Personal harassment, including bullying, is any behaviour by any person that is directed at and is offensive to an employee or endangers an employee's job, undermines the performance of that job or threatens the economic livelihood of the employee. Sexual harassment is comprised of offensive sexual comments, gestures or physical contact that a person knew or reasonably ought to have known would be deemed objectionable or offensive, either on a one-time basis or in a continuous series of incidents, however minor. Generally, sexual harassment is behaviour of a sexual nature that is deliberate and unsolicited. Sexual harassment is coercive and one-sided and both males and females can be victims of it. However, the abuse of authority does not include the legitimate exercise of individual supervisory powers and authority.

In investigating harassment allegations, the test of whether harassment has occurred will be that a "reasonable person" would conclude harassment had occurred.

During the life of this agreement, the employer agrees to provide education related to this matter.

Abuse of authority occurs when an individual uses their authority or position with its implicit power to undermine, sabotage or otherwise interfere with or influence the career of another employee or in the provision of goods and

services to the public. This definition includes blatant acts of misuse of authority such as intimidation, threats, blackmail and coercion.

- 12.03 (a) An employee who believes that they have been harassed may file a grievance within (90) ninety working days of the alleged harassment.
- (b) Any level of grievance procedure shall be waived if the person hearing the grievance is the subject of the complaint.
- (c) For further clarification, a grievance meeting shall be convened within (30) thirty working days of the date of filing the grievance, unless the union and the employer have mutually agreed to an extension
- (d) Attempting to persuade a person to abandon or withdraw a complaint is inappropriate and shall apply to any person including employees of the bargaining unit, regardless of whether or not they are acting in a managerial or confidential capacity.
- (e) The employer and the union agree to exchange relevant information resulting from a grievance filed under this article. In such instances confidentiality must be maintained.

ARTICLE 13

POSITIONS AND HOURS OF WORK

13.01 **Positions:**

- (i) A **full time permanent-employee** is an employee who works 40 hours per week on a continuing basis.
- (ii) A **part time permanent** employee is an employee who works less than 40 hours per week, as provided in his/her position description, on a continuing basis.
- (iii) A **term employee** is an employee who works for a specified period of time.
- (iv) A **casual employee** is an employee who works on an irregular basis as required by the employer.
- (v) **An Intern (Term or Casual) is a bargaining unit employee who is partially or wholly funded by a third party (e.g. Young Canada Works, Canadian Museum Association). The Intern employee will participate in learning opportunities and will have an assigned mentor and will receive a written appraisal of their work. An intern will not perform**

work normally done by Full-time, Part-time or Term employees if such would result in a lay-off or reduction of their normal hours.

PSAC bargaining unit persons

- (vi) **Student Intern** (Un-paid, or honorarium) – are non-bargaining unit persons actively enrolled in an academic programme and their work at the Yukon Arts Centre is a direct component of their studies. Each student intern will have a mentor and will receive written evaluations of their work. A student intern will not perform work normally done by a member of bargaining unit if such would result in a lay-off or reduction of their normal hours nor shall any position remain vacant as the result in the use of student interns.
- (vii) **Contract are non-bargaining unit** persons occasionally engaged for specific project or term period. These individuals or corporations are engaged on a contractual basis and shall not perform bargaining unit work where it results in lay-off of a bargaining unit member or a reduction in their regularly scheduled hours of work.
- (viii) **Road Crew** For purposes of this Agreement, a 'Road Crew' shall be defined as persons employed by a traveling production to perform technical duties pertaining to the set-up, run, and strike of the production and who travel with the production. Nothing in this Agreement shall preclude bona fide members of a Road Crew from performing work for a lessee of the Employer's premise on or about the said premises in connection with any performance.

The Yukon Arts Centre will supplement Road Crews with its own employees as required.

Hours of Work

13.02 The parties agree that the nature of work may require irregular distribution of an employee's hours of work:

- (a) All employees shall keep a record of hours worked;
- (b) A regular day is eight (8) hours inclusive of a thirty (30) minute paid lunch break and two (2) paid 15 minute rest periods;
- (c) Employees are entitled to a 15 minute paid rest period after each two (2) hour period of work;
- (d) Employees shall be scheduled a minimum of one (1) rest day in each ten (10) day period;

- (e) There shall be a minimum of nine (9) hours rest between the end of one (1) work day and the beginning of next work day;
- (f) A work week shall be hours worked from Sunday to Saturday inclusive;
- (g) Administrative Staff shall work forty (40) hours per week, Monday to Friday, between the hours of 8 am to 6 pm unless the employee and the employer agree otherwise.

Production Staff

13.03

(a) **Calls:**

- (i) the term "Call" shall be defined as a continuous period of work;
- (ii) the minimum Call for any day shall be three (3) hours;
- (iii) the first Call of the day shall be a minimum of:
 - (1) two (2) hours, provided the total number of hours worked in the day is a minimum of six (6) and provided there is only one (1) break of not more than two (2) hours;
 - (2) otherwise, three (3) hours.
- (iv) subsequent Calls within the day shall consist of continuous hours of work separated by appropriate breaks;
- (v) if two (2) Calls within a day are separated by two (2) hours or less, then minimum duration of the second Call shall be one (1) hour;
- (vi) if two (2) Calls within a day are separated by more than two (2) hours, then the minimum duration of the second Call shall be three (3) hours;
- (vii) a "Show Call" for House Crew shall normally commence sixty (60) minutes prior to the scheduled "start of performance" time and shall end when the audience has left the theatre and the lights could be turned off and the doors locked, except:
 - (1) if a client wants the exclusive use of the stage during the sixty (60) minutes prior to the beginning of the performance then the Show Call will be advanced to ensure that the employee has a minimum of forty-five (45) minutes to ensure the stage is ready for the performance;

(2) when a Show Call is followed immediately by an out or reset, the Show Call shall be considered to be complete when the audience has left the hall and theatre returns to work light.

(b) Meal Break Premiums

A meal break of thirty (30) minutes, with pay, shall be provided after four (4) hours of work where an employee works a full day (8 hour call in a day). There may be no meal break for a 6 hour call in a work day where no meal break is provided.

- (i) If a call extends beyond six (6) hours without a meal break, then an employee shall be entitled to:

 - (1) pay at overtime rate as per Article 15 for the seventh (7th) and consecutive hour until such time as a break can be taken; and
 - (2) shall be provided an acceptable meal or a meal allowance of eighteen dollars (\$18.00).

- (ii) No subsequent Call on that day can extend beyond four (4) hours without a paid meal break before being entitled to:

 - (1) pay at overtime rate as per Article 15 for the fifth (5th) and subsequent hours until such time as a break can be taken; and
 - (2) shall be provided an acceptable meal or a meal allowance of eighteen dollars (\$18.00).

- (iii) In the unlikely event where an employee is required to work a call of eight (8) hours or more without a meal break, the employee shall be entitled to a premium of:

 - (1) pay at overtime rate as per Article 15 for the fifth (5th) and each consecutive hour until such time as a meal break is provided;
 - (2) shall be provided an acceptable meal or a meal allowance of eighteen dollars (\$18.00), and
 - (3) shall be paid one (1) additional hour regular rate of pay.

- (iv) Where an employee's entitled meal break falls between a show call and a strike or change over, an employee shall have the option to take the paid meal break at the end of the call.

(c) Day of Rest

- (i) A 'day of rest' is defined as an unbroken period of twenty-four (24) hours;
- (ii) Normally there shall be one (1) day of rest within each work week;
- (iii) Should an employee be required to work more than ten (10) days without a day of rest, the Employee shall be paid at overtime rate until such a time as they have a day of rest as per Article 15.

(d) Notification of Work Schedule

All hours of work, days of rest and breaks shall be called at the discretion of the Technical Director or his/her designate;

- (i) The Technical Director and/or Designate will give at least twenty-four (24) hours notice of anticipated overtime work;
- (ii) The Yukon Arts Centre will give at least three (3) working days notice of any change in the published work schedule that will affect an employee's days off or vacation;
- (iii) It is recognized that when a show is in "set-up", "technical" and "dress rehearsal", overtime and changes in work schedule are to be expected;
- (iv) The employee will give the Yukon Arts Centre at least three (3) working days notice of any plans which would make him/her unavailable for any work period or for overtime work.

(e) Technological Change

In the event that the Yukon Arts Centre should wish to introduce changes or new methods of operation which require new, different, or greater skills than are possessed by the employees under the current method of operation, such employee shall, at the expense of the Employer, be given a period of time mutually agreed upon by the Union and Employer to perfect or acquire the skills necessitated by then change or new method of operation.

(f) **Specialized Equipment**

Upon notice of the Union, the Yukon Arts Centre may employ persons from outside the bargaining unit to operate specialized equipment not normally operated by members of the bargaining unit, except where the operation of such equipment becomes routine or reasonably regular and sufficient members of the bargaining unit are qualified to operate such equipment.

(g) **General Conditions**

(i) Adequate rest room and shower facilities will be provided in accordance with the ***Yukon Occupational Health & Safety Act and Regulations*** and shall be maintained in a clean manner at the Yukon Arts Centre.

(ii) Necessary pick up and wash up time will be allowed prior to quitting time.

(iii) No employee shall be required to supply any tools on the Yukon Arts Centre premises other than normal trades hand tools. The employee may supply, at his/her own discretion, additional tools.

(iv) If, with the approval of the Employer, an employee chooses to supply tools, then the Yukon Arts Centre shall insure these tools for loss while on the Yukon Arts Centre premises.

ARTICLE 14

STATEMENT OF DUTIES

14.01 When an employee is hired or transferred to another position in the bargaining unit, the employer shall, before the employee is assigned to that position, provide her with a current and accurate written statement of duties of the position.

14.02 Upon written request, an employee shall be given a complete and current statement of duties and responsibilities of her position.

14.03 The Employer agrees that when new classifications are created, the rate of pay shall be subject to negotiation between the employer and the union. The new rate shall become retroactive to the time the position was first filled by an employee. The Employer shall notify the union of the creation of a new classification prior to staffing the position.

ARTICLE 15

OVERTIME

15.01 Overtime is defined as:

- (a) all hours worked in excess of eight (8) hours in a day;
- (b) all hours worked in excess of forty (40) hours in a week;
- (c) all hours worked in excess of ten (10) consecutive days without a day of rest until such time as they have a day of rest;
- (d) all hours worked on a General Holiday;
- (e) all hours worked on day where less than nine (9) hours rest between end of one work day and the beginning of next;
- (f) seventh (7th) and consecutive hours worked where no meal break is provided during a six (6) or more hour first Call;
- (g) fifth (5th) and consecutive hours worked on subsequent Call on that day where no paid meal break is provided;
- (h) fifth (5th) and consecutive hours of an eight (8) or more hour call where no meal break is provided;
- (i) all hours for calls commencing between 0100 and 0800 or where four (4) hours or greater duration are worked between 0100 and 0800 for the duration of the call until there has been a period of overnight rest.

15.02 Overtime shall be paid at a rate of:

- (a) one and one half (1 ½) times her regular wages for all hours worked in excess of eight hours in a day or 40 hours in a week;
- (b) and two (2x) regular wages for:
 - (i) all hours worked following ten (10) consecutive days without a day of rest, commencing on the eleventh (11th) day until such time as they have a day of rest;
 - (ii) all hours in excess of eight (8) hours worked where there is not nine (9) hours rest between end of one work day and the beginning of next.
 - (iii) all hours for calls commencing between 0100 and 0800 or where four (4) hours or greater duration are worked between

0100 and 0800 for the duration of the call until there has been a period of overnight rest;

- (iv) seventh (7th) and consecutive hours worked where no meal break is provided during a six (6) or more hour first Call; and
- (v) fifth (5th) and consecutive hours worked on subsequent Call on that day where no paid meal break is provided;
- (vi) fifth (5th) and consecutive hours of an eight (8) or more hour call where no meal break is provided.

(c) Overtime shall be recorded to the nearest one quarter (1/4) hour.

15.02 Prior approval for all overtime must be given by the Director of Production, or his/her designate.

15.03 Notwithstanding the above, the employer and employee recognize and agree that the employee's position may require him/her to authorize his/her own or other overtime as dictated by the needs of the production.

15.04 Overtime shall be paid to the employee on the next pay following the submission of the time sheet recording overtime hours, unless the employee chooses to bank the hours in lieu of cash. Such banked hours may be used at a time mutually agreed to the employee and the employer:

- (a) a record of banked hours is available to an employee upon request and a printed copy of his/her accumulated overtime shall be provided once each month;
- (b) employees may request time off against banked hours with not less than five (5) working days notice and the Employer will respond within twenty-four (24) hours of the request;
- (c) consideration may be given to requests for more hours than have been banked against future overtime at the discretion of the Arts Centre;
- (d) should the employee owe the Arts Centre hours at the end of employment, such hours may be deducted from the employee's final cheque or forgiven, at the discretion of the Arts Centre;
- (e) the employee may bank overtime to a maximum of one hundred twenty (120) hours. Any overtime accumulated in excess of one hundred twenty (120) hours will be paid to the employee on the next pay following the submission of the time sheet recording the excess overtime hours.

ARTICLE 16

TRANSPORTATION and MEALS

- 16.01 Where an employee is requested by the employer to use her personal vehicle for job-related purposes, the employer will pay her mileage at the Yukon Territorial Government rate.
- 16.02 No employee shall be required, as a condition of employment, to own a vehicle or have access to one.
- 16.03 The employer may require, as a condition of employment, that an employee holding a certain position maintain a valid driver's license. The employee must be advised of this condition at time of hire.
- 16.04 Where an employee is required to travel for work-related purposes, the employer will pay her a meal and incidental allowance at the Yukon Territorial Government rate.

ARTICLE 17

PAY ADMINISTRATION

- 17.01 The wage schedule covering all employees occupying positions shall be set out in Schedule "A", forming part of this agreement.
- 17.02 The employer shall pay wages bi-weekly in accordance with Schedule "A" on every other Friday. In the event of a pay day falling on a designated holiday, the pay day will be the last banking day before the holiday.
- 17.03 Every employee shall receive a statement attached to each cheque showing the gross amount earned, itemized deductions, net amount payable and hours worked.
- 17.04 Upon request, advances shall be provided prior to a vacation period. Advances may be granted in other extenuating circumstances.

ARTICLE 18

GENERAL HOLIDAYS

18.01 The following days are general holidays with pay:

- | | |
|----------------------|---------------------|
| a) New Year's Day | h) Discovery Day |
| b) Rendezvous Friday | i) Labour Day |
| c) Good Friday | j) Thanksgiving Day |
| d) Easter Monday | k) Remembrance Day |
| e) Victoria Day | l) Christmas Day |
| f) Aboriginal Day | m) Boxing Day |
| g) Canada Day | |

18.02 All hourly employees shall receive general holiday pay based on ten (10) percent of the hours worked in the previous two (2) weeks times (x) the hourly rate of pay. Salaried employees shall receive a regular day's pay.

18.03 The employer may designate a general holiday as a workday. In such instances, employees will receive the following:

- i) Full-time, Part-time and Term employees will receive general holiday pay plus one and one half (1 ½x) times his/her regular hourly rate for first four (4) hours worked on a general holiday and double time (2x) thereafter;
- ii) Hourly rated employees will receive general holiday pay at the rate of ten (10) percent of the hours worked in the previous two (2) weeks times (x) the hourly rate of pay plus one and one half (1 ½) times his/her regular hourly rate for first four (4) hours worked on a general holiday and double time thereafter.

ARTICLE 19

PROBATIONARY EMPLOYEES

19.01 A new employee, not including an employee promoted or transferred to another position under Article 26, shall serve a probationary period of six months.

19.02 Unless otherwise expressly stated, a probationary employee is entitled to all the rights and benefits of this agreement, including access to the grievance procedure.

- 19.03 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 fair chance to prove her ability, and will make reasonable accommodation and provide reasonable assistance to her to do so.
- 19.04 Where a probationary employee is unable, or unlikely to be able, to meet the standards reasonably required by the employer, she may be terminated with two days written notice, or pay in lieu of notice, together with written reasons for the termination.
- 19.05 After the successful completion of the probationary period, the employee shall be so informed in writing.
- 19.06 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.
- 19.07 The probationary period may be extended for an additional period of time upon terms agreed upon between the employee, the employer and the union.
- 19.08 The parties agree that termination of a probationary employee may be for a lesser standard than a non-probationary employee.

ARTICLE 20

SENIORITY

- 20.01 Seniority is defined as the number of straight time hours of continuous service with the employer while working within the bargaining unit from date of hire.
- 20.02 The employer will maintain a seniority list, and will provide a copy to an employee or the union upon request.
- 20.03 Seniority terminates when an employee is dismissed and not reinstated, or when she resigns, when she is laid off for one year or more or when an employee, not on authorized leave of absence, has not worked any hours in the previous two (2) years.

ARTICLE 21

JOB PERFORMANCE EVALUATION

- 21.01 Once per year, in the month following the anniversary date of the employee, the employer will conduct a performance evaluation of the employee.
- 21.02 The employer will evaluate the employee on the basis of:
- 1) the ability of the employee to carry out the tasks and responsibilities in her job description;
 - 2) the employee's relations with clients; and
 - 3) the employee's relations with other staff.
- 21.03 In conducting an employee performance evaluation for an employee, the employer shall make reasonable efforts to consult with all other employees who have worked with her.
- 21.04 The employee performance evaluation shall also allow the employee to state her career development goals, and develop with the CEO an individual training plan.
- 21.05 The employer will discuss the draft results of the performance evaluation with the employee before finalizing it. In doing so, the employer will point out the employee's strengths and weaknesses in each area.
- 21.06 A final copy of the employee's performance evaluation shall go on the employee's personnel file, signed by the employee indicating she has seen it. An employee who disagrees with her performance evaluation may append an explanation to it on her personnel file. The employee will return the annotated, signed evaluation to the Employer in a timely fashion (10 working days).
- 21.07 The employer will provide a copy of the performance evaluation to the employee upon request.

ARTICLE 22

NOTICES AND POSTINGS

- 22.01 Unless the union representative and the employer agree otherwise, where the employer wishes to create and fill a new position or fill a vacancy in an existing position, the employer will post a notice of the position in the employer's business office and on the bulletin board provided in Article 9 for at least a week before any public posting or advertisement.

- 22.02 Clause 22.01 applies to all positions of the employer, whether in the bargaining unit or not.
- 22.03 The notice shall specify the nature of the position based upon the job description, the minimum qualifications, the desired qualifications, the hours of work and the pay rate or range.
- 22.04 In assessing each internal or external applicant's qualifications, the employer will take into account the following factors, the relative weight of which will be determined by the employer and applied equally to each applicant:
- a) the minimum requirements for the position;
 - b) knowledge (whether attained through formal education, life experience or self-instruction);
 - c) skills;
 - d) abilities related to performing the position; and
 - e) seniority.
- 22.05 If two or more applicants, whether internal or external, are relatively equal based upon the factors above, seniority shall be the governing factor.
- 22.06 Where no internal or external applicant is qualified for the position, the employer may promote or transfer an applicant who does not meet the requirements, but who may reasonably be expected to obtain the necessary qualifications prior to assuming the position, or within a reasonable time thereafter.
- 22.07 No member of the bargaining unit who accepts a term position will suffer any loss of pay, benefits or seniority as a result of taking the term position.

ARTICLE 23

ACTING ASSIGNMENTS

- 23.01 Where the Executive Director and CEO designates a person in writing, to an acting assignment, within the bargaining unit, then she will not be paid at a lower rate. Where the acting assignment is in a higher rated position within the bargaining unit and is for at least three (3) consecutive days, then the person so designated will be paid at the higher rate retroactive to the first day. Where the acting position is outside the bargaining unit, then the assignment will be subject to mutual agreement between the employee and the employer.

ARTICLE 24

STAFF TRAINING AND DEVELOPMENT

- 24.01 The employer recognizes its responsibility to encourage development of staff capability.
- 24.02 The employer will endeavour to keep staff informed of new developments, services and information relevant to their positions through posting notices on the bulletin board.
- 24.03 In making decisions concerning staff training and development, the Employer shall take into account the following factors:
- a) the current and future needs of the employer's services;
 - b) the benefits to clients;
 - c) the professional development requests of individual employees;
 - d) the wishes of any employee affected; and
 - e) fairness between all employees.
- 24.04 The employer may develop guidelines and procedures related to staff training and development, including designating specific training opportunities as essential for specific employees. Such guidelines and procedures to be discussed at the Labour Relations Committee.
- 24.05 Attendance at any training opportunity designated as essential shall be without cost to the employee, and without loss of pay or benefits.
- 24.06 Attendance at other training opportunities not designated as essential shall be on such terms as are determined mutually by the employee and the employer.
- 24.07 The employer agrees to make all reasonable accommodation to encourage staff training and development.

ARTICLE 25

DISCIPLINE

- 25.01 Disciplinary measures are intended to be corrective rather than punitive in nature. They should serve to:

- a) correct an employee's misconduct by deterring similar acts of misconduct in the future; and
- b) motivate that employee to observe required standards of conduct.

25.02 Discipline and Discharge Application

Before disciplinary action can be taken against an employee:

- a) there must have been an incident or act calling for a reaction;
- b) there must be proof of the employee's involvement in the incident of commission of the act; and
- c) the employee must be aware of the grounds for the action taken and be given an opportunity to present their version of the facts (with Union or other representation, if requested).

25.03 A report of an employee's misconduct shall be initiated without unreasonable delay, normally within seven (7) working days of the day on which the offense is discovered or, if the employee is absent, within three (3) working days of returning to work.

25.04 All employees must be provided with written notice of discipline and discharge which must state:

- a) the reasons for the discipline or discharge;
- b) the effective date of the discipline or discharge; and
- c) what arrangements will be made regarding the financial entitlements as a result of the discipline or discharge.

25.05 Discipline and discharge shall only be for just cause.

25.06 A document or written statement specifically related to disciplinary action or performance which may have been placed on the personnel file of an employee, shall at the request of the employee, be destroyed after twenty-four months has elapsed since the disciplinary action was taken and provided that no further disciplinary action has been recorded during this period.

25.07 The Employer agrees not to introduce as evidence in a hearing relating to a disciplinary action any document including any performance evaluation review, from the file of an employee, the existence of which the employee was not aware at the time of filing, or within a reasonable period thereafter.

ARTICLE 26

IE' 'ROCEDURE

- 26.01 The purpose of the grievance procedure is to resolve disputes that arise under this agreement in a fair and expeditious manner.
- 26.02 The union may file a grievance on behalf of an employee ("the grievor"), or on its own behalf, alleging a violation of this agreement.
- 26.03 A grievance is filed when delivered in writing to the other party. 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.
- 26.04 The Executive Director and CEO or designate is authorized to receive grievances on behalf of the employer. She shall provide a receipt to the person delivering the grievance stating the date it was received.
- 26.05 A grievance must be filed within ten (10) working 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 ten (10) working days following the day she returns to work. (Before an employee submits their complaint as a grievance, the employee is encouraged to discuss the complaint with their supervisor.)
- 26.06 Unless otherwise provided in this agreement, a grievance shall be settled with recourse to the following steps, if needed:
- | | |
|---------|-----------------------------------|
| Level 1 | Executive Director <u>and CEO</u> |
| Level 2 | Mediation and/or Arbitration |
- 26.07 When a grievance is filed, the Executive Director and CEO shall attempt to settle it at Level 1 unless:
- a) the employee requests that the grievance be waived to another level under Article 11 or 12;
 - b) the parties wish to waive the grievance to another level by mutual consent.
- 26.08 The union may consult with the employer concerning any grievance at any level of the grievance procedure.
- 26.09 Any time limits in the grievance procedure may be extended by consent of the parties.
- 26.10 The employer shall not intimidate or threaten an employee who files or wishes to file a grievance, or offer her any advantage in exchange for not

filing, or withdrawing her grievance. Lawful exercise of the employer's rights, obligations or options under this agreement is not a violation of this Clause.

26.11 A decision made at any level of the grievance procedure is not binding on the parties unless it is in writing, signed by the decision-maker, and delivered to the parties either by hand or by double-registered mail.

26.12 The Level I procedure is as follows:

- 1) Within ten (10) working days of receiving the grievance, the Executive Director and CEO will conduct a hearing. She will render her decision and forward it to the union as per Clause 26.11 within ten (10) working days of conducting the hearing.

26.13 The Level 2 procedure is as follows:

- 1) By mutual agreement, the parties may make a written request for mediation within ten (10) working days of receiving the Level 1 decision.
- 2) The union and the employer shall determine mutually acceptable terms for hiring a mediator, including time frames for conducting the mediation. If the parties fail to agree, either party may invoke the Arbitration procedure.
- 3) The parties to this agreement may establish a list of local Yukon mediators acceptable to them, which list may be established from time to time, or when the need for a mediator arises.
- 4) The employer and the union shall each pay one half of any fees or expenses related to mediation.
- 5) If the mediation is successful, the mediator shall write down the terms of settlement, and deliver them to the parties as per Clause 26.11.
- 6) If the mediation is unsuccessful, the mediator shall confirm this in writing, and forward it to the parties as per Clause 26.11.
- 7) The failure of mediation is deemed to occur on the date that the union and the employer receive the letter from the mediator under Clause 26.13(6) above, and is this date is different for each party, the later date.
- 8) Mediation attempts are settlement discussions, and any offers or counter offers made during mediation discussions shall not be used as evidence at a later arbitration hearing.

26.14 The Level 2 Arbitration procedure is as follows:

- 1) Either the employer or the union may request arbitration by letter to the other party.
- 2) The employer or the union, as the case may be, shall give the other party a receipt stating the date of receiving the request for arbitration.
- 3) 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.
- 4) In addition to any powers contained in this agreement, the arbitrator has all the powers granted to arbitrators under Part 1 of the Canada Labour Code.
- 5) The arbitrator shall hear the grievance as soon as possible, and render a decision within 30 working days. The decision, once forwarded to the parties in accordance with Clause 26.11, is final and binding on each party and any employee affected by it.
- 6) The arbitrator may determine whether a grievance is arbitrable.
- 7) The arbitrator may amend a grievance, modify penalties, waive time limits, or make a ruling concerning any procedural irregularity.
- 8) Each party shall pay one half of the fees and expenses of the arbitrator.

ARTICLE 27

SAFETY AND HEALTH

27.01 The employer and the union agree to the appointment of a health and safety representative in compliance with the Yukon Occupational Health and Safety Act and Regulations. The employer shall, in consultation with the union, develop a training program that shall ensure that safety representatives are trained in the performance of his/her responsibilities in relation to the activities of the employer and which include but are not limited to his/her powers and duties under the Yukon Occupational Health & Safety Act and its pursuant applicable regulations. Where an employee is directed by the

employer to attend health and safety training as a consequence of being a health and safety representative, this time shall be considered to be time worked.

27.02 The health and safety representative has the authority to:

- (a) inspect the physical condition of the workplace or part thereof for which she has been selected once each month, or at such intervals as the Chief Industrial Safety Officer may direct; and
- (b) observe and, where qualified to do so, assist in or conduct tests for noise, lighting, and designated substances or agents in the workplace or part thereof for which she has been selected.

27.03 The employer and employees shall provide to the health and safety representative such information and assistance as she may need for the purpose of carrying out the inspection or tests referred to in Clause 27.02.

27.04 A health and safety representative shall identify situations that may be hazardous to workers and shall report such situations to the employer and to the employees or the union.

27.05 Where a person is fatally or critically injured at a workplace from any cause, the health and safety representative may accompany a safety officer during an investigation of the place where the accident occurred.

27.06 A health and safety representative is entitled to take such time from work as is necessary to carry out the duties specified in Clauses 27.02, 27.03, 27.04 and 27.05 and any time spent shall, for the purpose of calculating wages owing, be deemed to have been spent at work.

27.07 A health and safety representative shall keep records of all matters dealt with and shall make such records available to the employer and a safety officer on request.

27.08 A health and safety representative may appeal to the Chief Industrial Safety Officer to resolve any differences of opinion with the employer concerning health and safety matters and the decision of the Officer shall be final.

27.09 The Arts Centre and the Employees agree that the health and safety of all employees of the Yukon Arts Centre is a concern of the highest priority. Realizing the benefits to be derived from a safe and healthy place of employment, the employee agrees to cooperate to the fullest extent to promote safe work practices and to comply with safety rules. Every employee shall, so far as is reasonably practicable, in the course of her employment:

- (a) take all necessary precautions to ensure her own health and safety and that of any other person in the workplace;
- (b) at all appropriate times use the safety devices and wear the safety clothing or equipment provided by the employer or required under this Act to be used or worn;
- (c) comply with health and safety procedures and with instructions given for her or any other person's health or safety by a person having authority over her;
- (d) report forthwith to her immediate supervisor any situation which she has reason to believe would present a hazard and which she cannot correct; and
- (e) report any accident or injury that arises in the course of or in connection with her work.

27.10 An employee may refuse to work or do particular work where she has reason to believe that

- (a) the use or operation of a machine, device, or thing constitutes an undue hazard to herself or any other person; or
- (b) a condition exists in the workplace that constitutes an undue hazard.

27.11 'An employee who refuses to work or do particular work shall forthwith report the circumstances of the matter to her employer or supervisor who shall forthwith investigate the situation reported in the presence of the worker and in the presence of:

- (a) the health and safety representative, who represents the employee; or
- (b) another employee selected by the employee, who shall be made available and shall attend without delay.

27.12 After the investigation referred to in Clause 27.11, 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 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 or to any other person; or
- (b) the condition of the workplace continues to constitute an undue hazard.

- 27.13 An employee who refuses to work or do particular work under Clause 27.12 shall forthwith report the circumstances of the matter to her employer or supervisor and the employer or supervisor shall then forthwith report the circumstances of the matter to a safety officer.
- 27.14 No employee may exercise her right under Clause 27.10 or 27.12 if her refusal to perform the work 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.
- 27.15 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.
- 27.16 Employees who are required to successfully complete First Aid and Safety training courses shall be granted time off with pay for such training. The employer shall pay for such course fees and tuition.

Safety consideration for late shifts

- 27.17 Where an employee's shift starts or ends at a time when the Whitehorse bus system is not running, and the employee has no means of transportation, as a safety consideration, the employer will pay the cost of a taxi fare to or from work for the employee.

ARTICLE 28

VACATION LEAVE

- 28.01 All employees, excluding casuals, may earn vacation leave credits as set out in this Article.
- 28.02 An employee shall accrue vacation leave credits at the rate of one and one quarter (1 ¼) days per month for each month in which they receive ten (10) days pay.
- 28.03 After three (3) years continuous employment, an employee shall accrue vacation credits at the rate of one and one half (1 ½) days per month for each month in which they receive ten (10) days pay.
- 28.04 After five (5) years continuous employment, an employee shall accrue vacation credits at the rate of one and two thirds (1 2/3) days per month for each month in which they receive ten (10) days pay.

- 28.05 After ten (10) years continuous employment, an employee shall accrue vacation credits at the rate of two (2) days per month for each month in which they receive ten (10) days pay.
- 28.06 An employee may take vacation leave with pay at a time suitable to her and the employer. The employer will make every reasonable effort to grant the employee the specific period of time requested by her within two weeks of receiving the request.
- 28.07 Vacation leave may be carried over from one fiscal year to the next to a maximum five (5) days under this Article. Each employee will be provided at the end of the second pay period in January with notification of their anticipated entitlement to fiscal year end.
- 28.08 An employee whose period of vacation leave has been authorized, but due to operational requirements is later denied, shall be reimbursed for any non-refundable deposits she has lost as a result.
- 28.09 At the employee's request, the employee shall be granted vacation leave earned but not yet used by her before her employment is terminated.
- 28.10 An employee, other than a permanent full time employee, may receive the cash equivalent of her vacation leave credits instead of taking vacation leave if she wishes.
- 28.11 All casual employees shall receive vacation pay at the rate of four percent (4%) of their gross pay in lieu of vacation leave credits, paid on their regular paycheque.

Long Service Vacation Leave Bonus

- 28.12 A permanent employee who has reached seven (7), ten (10) or fifteen (15) years of continuous service with the Yukon Arts Centre shall be entitled to a one-time long service vacation bonus of five (5) additional days of vacation leave.
- 28.13 In addition, employees who have met one or more of the years of continuous service milestones specified in clause 28.12 as of date of signing of this collective agreement are entitled to a one-time long service vacation leave bonus of five (5) additional days of vacation leave.

ARTICLE 29

BEREAVEMENT LEAVE

- 29.01 Upon the request of an employee, the employer shall grant the employee bereavement leave with pay for up to five (5) working days where there is a death in the employee's family.
- 29.02 By special arrangement, bereavement leave may be used where there is imminent death in the employee's family.
- 29.03 An employee who must travel out of Whitehorse due to the death or imminent death in the employee's family 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.
- 29.04 For the purpose of this Article, "family" means the employee's: partner; parent, step-parent, grandparent or surrogate parent; sister or brother, half-sister or half-brother; child, grandchild, step-child, father-in-law, mother-in-law, brother-in-law, or sister-in-law. In special circumstances, bereavement leave may include others.
- 29.05 Subject to operational requirements, an employee may be granted additional bereavement leave without pay upon request for up to ten 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 30

SICK LEAVE/ FAMILY ILLNESS LEAVE

- 30.01 All full time employees may earn sick leave/family illness leave credits at the rate of one and one quarter (1 ¼) days per month for each month in which they receive ten (10) days pay.
- 30.02 Such credits may be carried over from one year to the next leave may be accumulated to a maximum of 110 days and there will be no payment upon termination, resignation or retirement.
- 30.03 Sick leave credits which the employee has accumulated entitle her to take sick leave with pay where she is unable to perform her duties due to illness or injury, travel for medical purposes or health reasons.
- 30.04 In instances of family illness where a dependent child requires attendance and where the child resides with the employee and no other arrangements

can reasonably be made, then leave with pay to a maximum of five (5) days deducted from sick leave/family illness leave will be approved.

30.05 Additional paid leave may be granted in special circumstances.

30.06 A part-time employee shall earn sick/family illness leave credits in proportion to the average number of hours worked per day in relation to a full time employee in the same classification.

ARTICLE 31

COURT LEAVE

31.01 No employee shall suffer a loss of pay if her absence from work is due to attending court in response to a jury summons or a witness subpoena of a third party.

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

31.03 An employee who is absent for reasons described in Clause 31.01 or 31.02 shall return to work if she can do so in time to complete one half of the day's work.

31.04 No employee who is required to attend court in connection with the performance of her job duties, or as an advocate for a client, shall suffer any loss of pay as a result, and the provisions of Article 15 concerning overtime apply to any hours of the court attendance that would constitute overtime for her.

31.05 An employee who is called as a witness by the employer at an arbitration hearing under Article 26 shall not suffer any loss of pay as a result, and the provisions of Article 15 concerning overtime apply to any hours spent in attendance at the arbitration hearing that would constitute overtime for her.

ARTICLE 32

INJURY ON DUTY LEAVE

32.01 Subject to Clause 32.02, an employee shall be granted leave for such reasonable period of time as may be determined by the employer where the Workers' Compensation Board determines that the employee is unable to perform her duties because of:

- a) personal injury accidentally received in the performance of her duties and not caused by the employee's wilful misconduct;
- b) sickness resulting from the nature of her employment;
- c) exposure to hazardous conditions in the workplace.

32.02 An employee will be paid 75% of her wages while on leave, provided that:

- a) the Workers Compensation Board will pay her 75% of her lost wages due to the injury throughout the period of the leave; and
- b) she agrees to assign to the employer any amount received by her for loss of wages from the Workers' Compensation Board in settlement of any claim she may have in respect of such injury.

32.03 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.

32.04 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.

32.05 Monies advanced to the employee under this Article and not reimbursed to the employer at the time of termination may be deducted from any monies owed to the employee.

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

ARTICLE 33

MATERNITY LEAVE

33.01 Every employee who becomes pregnant shall notify the Employer in writing of the pregnancy at least fifteen (15) weeks prior to the expected date of termination of the pregnancy and, subject to subsection (b), shall be granted leave of absence without pay for a total period not to exceed fifty two (52) weeks consisting of two periods as follows:

- (i) a maximum of eleven weeks prior to the expected termination date of the pregnancy; and
- (ii) notwithstanding (a) above an employee may elect to use earned vacation and/or compensatory leave credits prior to and subsequent to, use of unpaid maternity leave but total leave shall not exceed eleven (11) weeks prior to and forty-one (41) weeks after the termination of pregnancy;
- (iii) an employee who has not commenced maternity leave without pay may elect to use her sick leave credits up to and beyond the date that the pregnancy terminates, subject to the provisions set out in the Sick leave Article. For purposes of this Clause, illness or injury shall include medical disability related to pregnancy;

At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.

33.02 Where the employee commences maternity leave at a date later than eleven (11) weeks prior to the expected date of termination of the pregnancy, the Employer may request submissions of a certificate from a qualified medical practitioner stating the health of the employee. Similarly, the Employer may, upon submission of a certificate from a qualified medical practitioner stating the health of the employee, permit the leave to commence at a date earlier than eleven (11) weeks prior to the expected date of termination of the pregnancy and/or provide to the employee an extension to the maternity leave entitlement beyond the maximum thirty-seven (37) week period.

33.03 Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating and vacation leave. Time spent on such leave shall be counted for pay increment purposes.

Adoption Leave

- 33.04 An employee who adopts a child shall, subject to at least five (5) weeks' notice to the Employer, be granted leave without pay for a period not to exceed fifty-two (52) weeks for the purpose of adoption. Such leave may not commence at a date earlier than one (1) week prior to the expected date of adoption. The parties agree that it is not the intent for an employee to be granted adoption leave where there was a pre-existing relationship between the employee and the child being adopted.
- 33.05 The employee shall be required to furnish proof of adoption.
- 33.06 Where both parents are employees of the Arts Centre, they may both apply for adoption leave provided the combined total of such leave does not exceed fifty-two (52) weeks and is taken in a single continuous period by each of the employees.
- 33.07 Notwithstanding any other provision in this agreement an employee shall be granted at any time, at the employee's option, up to three (3) days special leave with pay once only, to be taken within thirty (30) days of the adoption.
- 33.08 Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.

ARTICLE 34

PARTNER SUPPORT LEAVE

- 34.01 Where an employee's partner gives birth to a child or adopts a child, the employer shall grant the employee leave without pay up to a maximum of fifty-two (52) weeks, as requested by the employee.
- 34.02 An employee on partner support leave shall remain a member of the bargaining unit, and shall receive the benefits of this agreement except the employee shall not accrue leave with pay, or take leave with pay, during a period of partner support leave.
- 34.03 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.
- 34.04 Subject to operational requirements, the employer may grant additional partner support leave for a reasonable period of time agreed upon between the employer and the employee.

ARTICLE 35

COMPASSIONATE CARE LEAVE WITHOUT PAY

- 35.01 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.
- 35.02 Subject to 35.01, 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.
- 35.03 Leave granted under this article shall be for a minimum period of one (1) week and a maximum of eight (8) weeks.

ARTICLE 36

PREPAID LEAVE

Prepaid Leave Plan

- 36.01 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

- 36.02 Employees making application must have completed two (2) continuous years of employment at the Yukon Arts Centre.
- 36.03 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.
- 36.04 An interested employee must make written application no later than January 1st, of each year. Such written applications are to be directed to the Executive Director.

36.05 The Employer will respond to the application by April 1, 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

36.06 All employees wishing to participate in the Plan shall sign an approved contract before approval for participation is granted.

Pay-out Formula

36.07 In each year of the plan, preceding the year of the leave, the employee will be paid a reduced percentage of the applicable salary.

36.08 The remaining percentage of the gross salary will be deducted in bi-weekly installments 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.

36.09 All deferred salaries will be held in trust in an interest bearing account. The interest earned will accrue to the benefit of the participant.

36.10 In the year of the leave, the amount accumulated in the previous years will be paid to the employee in equal bi-weekly installments. The residual amount will continue to earn interest and any adjustment of accumulation will be paid on the twenty-sixth (26) installment.

36.11 An employee's benefits will be maintained during their leave.

36.12 The period of the leave shall be counted for seniority. Leave provisions shall not accrue during the period of leave.

36.13 Time spent on such leave shall not be counted for pay increment purposes.

Withdrawal from Plan

36.14 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.

36.15 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.

- 36.16 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.
- 36.17 Any payment shall be subject to the Income Tax laws respecting lump sum payments.

Return to Position

- 36.18 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.
- 36.19 The employee shall confirm their return date at least two (2) months prior to the expected date of return.

Administration

- 36.20 Employees shall elect one of the following options:
- a) deferral of thirty-three and one third per cent (33 1/3%) of annual salary per year (starting on a mutually agreed upon date), with the fourth (4th) year as prepaid leave; or
 - b) deferral of twenty-five per cent (25%) of annual salary per year (starting on a mutually agreed upon date), with the fifth (5th) year as prepaid leave; or
 - c) deferral of twenty per cent (20%) of annual salary per year (starting on a mutually agreed upon date), with the sixth (6th) year as prepaid leave.
- 36.21 The leave period shall commence at the beginning of the program year following the deferral period.
- 36.22 Leave period is one (1) year.

ARTICLE 37

LEAVE OF ABSENCE

- 37.01 Subject to operational requirements, short term or extended leave may be granted without pay. Such leave shall not be unreasonably withheld.

ARTICLE 38

LAY-OFF

- 38.01** Where it is necessary to lay-off a Full Time or Part Time member of the bargaining unit, then one (1) month notice or pay in lieu of notice will be given.
- 38.02** An employee affected by a lay-off has the right to bump laterally or downward provided she is senior to the incumbent and is capable of immediately performing the job.
- 38.03** Subject to clause **38.04** below, employees will be laid-off in reverse order of seniority by classification.
- 38.04** Lay-offs may be based on criteria other than seniority where:
- (a) the union consents to the particular lay-off, or
 - (b) the Labour Management Relations committee has unanimously adopted a different system for determining the order of lay-offs for the Centre.
- 38.05** An employee may bump another employee with less seniority in a former classification provided she is qualified to do the job.
- 38.06** Employees must be recalled in the order of their seniority into the classification they were laid-off from unless:
- (a) the union other wise consents, or
 - (b) the Labour Management Relations Committee has unanimously adopted a different system of recall of laid-off employees for the Centre.
- 38.07** No new employee may be hired until those laid-off have been given a reasonable opportunity of recall to an existing or new position for which they are qualified.
- 38.08** Holiday pay may be paid out to the employee prior to the lay-off, during the period of lay-off or credits may be retained in the event of a temporary layoff depending on the employee's wishes, subject to any statutory restrictions on the employer.
- 38.09** An employee who is not recalled within one year of being laid-off is deemed to be terminated.
- 38.10** In the event that a lay-off becomes necessary, the employer will notify the union and will consult with the union about the application of this Article.

ARTICLE 39

LABOUR - MANAGEMENT RELATIONS COMMITTEE

- 39.01** A Labour - Management Relations Committee shall be appointed consisting of an equal number of representatives from the union and the employer. The Committee shall meet on request of either party, and at least bi-monthly (every two months) for the purpose of discussing all matters of mutual concern. The Committee shall have the power to make recommendations to the union and to the employer.
- 39.02** The employer is responsible for preparing the agenda and ensuring that minutes are distributed as *soon* as possible. The parties will both sign the minutes of each meeting. Such minutes will then be posted for the information of all employees. Provision for typing of the minutes will be made by the employer.
- 39.03** Time spent by employees in carrying out the functions of the Committee shall be considered to be time worked.
- 39.04** As much as reasonably practicable, meetings of the Committee shall take place at such times that the representatives of the union shall not be incurring overtime hours while in attendance at the meetings.

ARTICLE 40

NO STRIKES OR LOCKOUT

- 40.01** The employer agrees that it will not cause or direct any lockout of its employees during the term of this agreement.
- 40.02** The union agrees that there will be no strike, work stoppage, or slowdown 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.
- 40.03** Employees covered by this agreement shall have the right to refuse to cross a legal picket line. No employee shall be disciplined by the employer for exercising the right guaranteed in this clause.

ARTICLE 41

I AGEM I

41.01 In matters not covered by this agreement, the employer retains right to manage its affairs in its own discretion.

ARTICLE 42

REGISTERED RETIREMENT SAVINGS PLAN

42.01 Full-time and part-time employees may choose to be enrolled in the Employer's Group Registered Retirement Savings Plan.

42.02 The Employer shall deduct three percent (3%) 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 three percent (3%) of the employee's gross pay for each bi-weekly pay and deposit such monies with the Group Registered Retirement Savings Plan holder.

ARTICLE 43

REQUIRED DRESS

43.01 An employee shall wear "Dress Blacks" whenever his or her work takes place in view of an audience.

43.02 "Dress Blacks" shall consist of a black shirt with collar and long sleeves, black trousers and black shoes and socks.

43.03 The Arts Centre shall:

(a) pay all permanent Production Staff employees the sum of one hundred and fifty dollars (\$150.00) once each fiscal year towards the cost of the employee's "Dress Blacks"; and

(b) shall provide a stock of black shirts for the use of all other Production Staff employees.

ARTICLE 44

NORTHERN TRAVEL ALLOWANCE

44.01 The employer agrees to allocate eight (8%) of base salary as a Northern Travel Allowance on the employees T-4 slips (Box 32).

ARTICLE 45

GROUP BENEFITS PLAN/ SELF DIRECTED BENEFITS PLAN

Re: Benefits Plan In Lieu of a Benefit Plan Premium

45.01 The parties agree that on a voluntary basis employees who qualify for the following benefits may choose to be covered by such and forego the 'In Lieu of a Benefit Plan Premium':

Benefit Plan –Whitehorse Chamber of Commerce Plan

- initialled by the parties March 22, 2006, unless otherwise mutually agreed to:

Premium Share

<u>Life, AD&D</u>	<u>100% Employer paid</u>
<u>Weekly Indemnity</u>	<u>100% Employer paid</u>
<u>Long Term Disability</u>	<u>100% Employee paid</u>
<u>Extended Health</u>	<u>100% Employer paid</u>
<u>Dental</u>	<u>100% Employer paid</u>

In Lieu of Benefits Plan Premium

45.02 The parties agree that in lieu of a Benefit Plan all employees who do not choose to be covered or are not eligible for such coverage shall receive an hourly premium as calculated by dividing the current premium cost by 2080:

45.03 All hourly rated employees shall receive the above Premium in the form of an hourly rated amount. Salaried employees shall have the option of receiving the Premium hourly rated or a Lump Sum Payment and shall inform the Employer of such within 30 days of signing their employment agreement.

45.04 Employees have the option of placing the above Lump Sum Premium directly in a RRSP provided they notify the Employer prior to payment.

ARTICLE 46

SOCIAL JUSTICE FUND

46.01 The Employer shall contribute one cent (.01) per hour worked to the PSAC Social Justice Fund and such contribution will be made for **all** hours worked by each employee in the bargaining unit, commencing on the date that the PSAC Social Justice Fund receives charitable status from the Canada Customs and Revenue Agency. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.


ARTICLE 47

DURATION, RENEWAL AND 1

- 47.01 This agreement shall be binding and remain in effect from April 1, 2009 to March 31, 2012.
- 47.02 Unless otherwise specified, all provisions of this Agreement take effect on namely April 1, 2009.
- 47.03 The provisions of this Agreement, including the provisions for processing of grievances under Article 26, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.
- 47.04 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.
- 47.05 This Agreement may be amended by mutual consent.
- 47.06 Where notice to commence collective bargaining has been given under Clause 47.04, 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, Yukon, this 3rd day of May, 2010 A.D.

On behalf of the
Yukon Arts Centre



Al Cushing
CEO

On behalf of the
Public Service Alliance of Canada



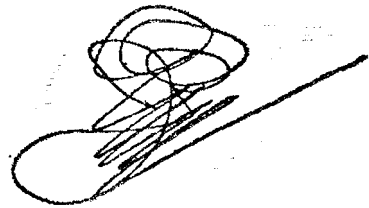
Matt Poushinsky
Team Member



Josh Jansen
Team Member



Nancy Debrezeni
Negotiator



Jean-François Des Lauriers
Regional Vice-president, North

LETTER OF UNDERSTANDING "1"

Re: Return to Work P


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 Yukon Arts Centre, which is consistent with current human rights, workers' compensation and related legislation, for Presentation to and approval by the Executive Director and CEO. 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 at the City of Whitehorse, in Yukon, this 3rd day of May, 2010 A.D.


Yukon Arts Centre


Al Cushing
Executive Director and CEO

Public Service Alliance of Canada


Josh Jansen
Member


Matt Poushinsky
Member


Nancy Debrececi
Negotiator


Jean-François Des Lauriers
Regional Executive Vice President,

**PSAC / YUKON ARTS CENTRE CORPORATION
SCHEDULE "A" - MINIMUM RATES OF PAY**

		Effective 01 April 2009			Effective 01 April 2010 +3%			Effective 01 April 2011 +3%		
Increase>						3%		3%		
<u>Weeks</u>	<u>Hours</u>	Step 1 0 - 6 months	Step 2 6 - 30 months	Setp 3 30+ months	Step 1 0 - 6 months	Step 2 6 - 30 months	Setp 3 30+ months	Step 1 0 - 6 months	Step 2 6 - 30 months	Setp 3 30+ months
PERMANENT										
Accounts & Payroll Coordinator										
	52	\$ 44,948.80	\$ 47,840.00	\$ 49,920.00	\$ 46,300.80	\$ 49,275.20	\$ 51,417.60	\$ 47,694.40	\$ 50,752.00	\$ 52,956.80
	40	\$ 21.61	\$ 23.00	\$ 24.00	\$ 22.26	\$ 23.69	\$ 24.72	\$ 22.93	\$ 24.40	\$ 25.46
Marketing Coordinator										
	52	\$ 35,959.04	\$ 37,473.28	\$ 39,020.80	\$ 37,040.64	\$ 38,604.80	\$ 40,185.60	\$ 38,155.52	\$ 39,769.60	\$ 41,383.68
	32	\$ 21.61	\$ 22.52	\$ 23.45	\$ 22.26	\$ 23.20	\$ 24.15	\$ 22.93	\$ 23.90	\$ 24.87
Old Fire Hall Coordinator										
	52	\$ 38,708.80	\$ 40,289.60	\$ 41,974.40	\$ 39,873.60	\$ 41,496.00	\$ 43,243.20	\$ 41,080.00	\$ 42,744.00	\$ 44,532.80
	40	\$ 18.61	\$ 19.37	\$ 20.18	\$ 19.17	\$ 19.95	\$ 20.79	\$ 19.75	\$ 20.55	\$ 21.41
Customer Services Coordinator										
	52	\$ 38,708.80	\$ 40,289.60	\$ 41,974.40	\$ 39,873.60	\$ 41,496.00	\$ 43,243.20	\$ 41,080.00	\$ 42,744.00	\$ 44,532.80
	40	\$ 18.61	\$ 19.37	\$ 20.18	\$ 19.17	\$ 19.95	\$ 20.79	\$ 19.75	\$ 20.55	\$ 21.41

Assistant Curator	52	\$ 38,708.80	\$ 40,289.60	\$ 41,974.40	\$ 39,873.60	\$ 41,496.00	\$ 43,243.20	\$ 41,080.00	\$ 42,744.00	\$ 44,532.80
	40	\$ 18.61	\$ 19.37	\$ 20.18	\$ 19.17	\$ 19.95	\$ 20.79	\$ 19.75	\$ 20.55	\$ 21.41
Venue / Theatre Technician	52	\$ 38,708.80	\$ 40,289.60	\$ 41,974.40	\$ 39,873.60	\$ 41,496.00	\$ 43,243.20	\$ 41,080.00	\$ 42,744.00	\$ 44,532.80
	40	\$ 18.61	\$ 19.37	\$ 20.18	\$ 19.17	\$ 19.95	\$ 20.79	\$ 19.75	\$ 20.55	\$ 21.41
Front of House Manager & Volunteer Coordinator	52	\$ 29,031.60	\$ 30,217.20	\$ 31,480.80	\$ 29,905.20	\$ 31,122.00	\$ 32,432.40	\$ 30,810.00	\$ 32,058.00	\$ 33,399.60
	30	\$ 18.61	\$ 19.37	\$ 20.18	\$ 19.17	\$ 19.95	\$ 20.79	\$ 19.75	\$ 20.55	\$ 21.41
Outreach Coordinator	52	\$ 29,031.60	\$ 30,217.20	\$ 31,480.80	\$ 29,905.20	\$ 31,122.00	\$ 32,432.40	\$ 30,810.00	\$ 32,058.00	\$ 33,399.60
	30	\$ 18.61	\$ 19.37	\$ 20.18	\$ 19.17	\$ 19.95	\$ 20.79	\$ 19.75	\$ 20.55	\$ 21.41
Production Assistant	52	\$ 33,280.00	\$ 35,360.00	\$ 37,440.00	\$ 34,278.40	\$ 36,420.80	\$ 38,563.20	\$ 35,297.60	\$ 37,523.20	\$ 39,728.00
	40	\$ 16.00	\$ 17.00	\$ 18.00	\$ 16.48	\$ 17.51	\$ 18.54	\$ 16.97	\$ 18.04	\$ 19.10
Culture at 2010 Coordinator	40		\$ 22,800.00			\$ 23,484.00			\$ 24,192.00	
Term position	30		\$ 19.00			\$ 19.57			\$ 20.16	

		Effective 01 April 2009			Effective 01 April 2010 +3%			Effective 01 April 2011 +3%		
						3%			3%	
Hourly		Step 1 0 - 6 months	Step 2 6 - 30 months	Step 3 30+ months	Step 1 0 - 6 months	Step 2 6 - 30 months	Step 3 30+ months	Step 1 0 - 6 months	Step 2 6 - 30 months	Step 3 30+ months
	CASUALS									
	Stage Technician (Senior)	\$17.81	\$18.72	\$ 19.68	\$ 18.34	\$ 19.28	\$ 20.27	\$ 18.89	\$ 19.86	\$ 20.88
	Stage Technician	\$15.07	\$15.84	\$ 16.68	\$ 15.52	\$ 16.32	\$ 17.18	\$ 15.99	\$ 16.81	\$ 17.70
	Box Office, FOH, Bar - Casual	\$15.07	\$15.84	\$ 16.68	\$ 15.52	\$ 16.32	\$ 17.18	\$ 15.99	\$ 16.81	\$ 17.70
	Gallery Preparator	\$18.61	\$19.37	\$ 20.18	\$ 19.17	\$ 19.95	\$ 20.79	\$ 19.75	\$ 20.55	\$ 21.41
	Gallery Casual	\$15.07	\$15.84	\$ 16.68	\$ 15.52	\$ 16.32	\$ 17.18	\$ 15.99	\$ 16.81	\$ 17.70
	Intern (University Grad)	\$16.00	\$17.00		\$ 16.48	\$ 17.51		\$ 16.97	\$ 18.04	-
	Intern (Junior - no University)	\$15.37	\$16.00		\$ 15.83	\$ 16.48		\$ 16.30	\$ 16.97	

PAY NOTES :

- (1) Employees will receive a step (merit) increase on each increment date subject to satisfactory performance and having worked a minimum of ten (10) show calls in the previous six (6) months.
- (2) An employee, upon promotion, shall be placed on the arid of the new position with an increase of at least four percent (4%) unless it would result in a rate above Step III of the new position.
- (3) An employee who voluntarily takes a position at a lower rate of pay shall be placed on the arid of the new position with years of continuous employment at the Yukon Arts Centre counting towards placement (e.g. 3 years continuous employment = Step III).
- (4) No employee shall be moved up a Step unless in compliance with Schedule " A Pay Notes.

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