

## 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

<b>bargaining unit</b>	- 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
<b>bargaining unit work</b>	- work regularly done by any member of the bargaining unit
<b>classification</b>	- one of the positions identified in Schedule A
<b>continuous service day</b>	- uninterrupted employment with the employer - a calendar day, unless otherwise specified
<b>date of signing</b>	-
<b>employee</b>	- a member of the bargaining unit
<b>employer</b>	- the Yukon Arts Centre Corporation

<b>Executive Director <u>and CEO</u></b>	- the person managing the Yukon Arts Centre on behalf of the employer who is excluded from the bargaining unit
<b>fiscal year</b>	- April 1st to March 31 <sup>st</sup> or as determined by the Board <a href="#">of the Yukon Arts Centre Corporation</a>
<b>gender</b>	- where the feminine gender is used it shall be considered to include the masculine gender unless any provisions of this Agreement otherwise specify
<b>hours worked</b>	- hours during which the employee is present at work, or on paid leave
<b>lay-off</b>	- 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
<b>partner</b>	- 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
<b>position</b>	- employment in a specific job classification
<b>union</b>	- 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 SECURITY**

- 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**

### **APPOINTMENT 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
- ~~(a)~~(d) The Union agrees to provide the Employer with one month's written notice of the commencement and termination 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
- ~~(a)~~(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.

### **Non-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;

~~(1)~~(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 Breaks Premiums**

A meal break of thirty (30) minutes, with pay, shall be scheduled after four (4) hours of work where an employee works more than one (1) call in a day. There may be one (6) hour call in each 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 (7<sup>th</sup>) 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 (5<sup>th</sup>) 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 (5<sup>th</sup>) 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 condition by 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.