

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

MANAGEMENT RIGHTS

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.

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 RETROACTIVITY

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**

**On behalf of the
Public Service Alliance of Canada**

**Al Cushing
CEO**

**Matt Poushinsky
Team Member**

**Josh Jansen
Team Member**

**Nancy Debreceni
Negotiator**

**Jean-François Des Lauriers
Regional Vice-President, North**