



COLLECTIVE AGREEMENT

Between the

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

and the

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

April 1st, 2022 – March 31st, 2025



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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:
- a) settle the conditions of employment between the parties;
 - b) promote the job satisfaction and security of all employees in the bargaining unit;
 - c) promote joint discussions and, where possible, joint decision-making in all matters relating to working conditions; and
 - d) recognize the value of joint discussion in all matters relating to service delivery to clients.

ARTICLE 2

DEFINITIONS

- a) *Abandonment* means the failure of an employee to report for work five (5) consecutive scheduled working days without informing the Employer of the reason for their absence. The presumption of abandonment shall be reconsidered by the Employer upon presentation of evidence of reasonable grounds for the employee's failure to contact the Employer either in person or by some other means;
- b) *Bargaining Unit* means all employees as described in the Certification Order No. **11449-U** dated **October 7, 2019**;
- c) *Bargaining unit work* means work regularly done by any member of the bargaining unit;
- d) Classification means **the level allocated, in accordance with the Employer's Job evaluation plan, to a particular position or group of positions for the purpose of determining rates of pay**;
- e) *Continuous service* means uninterrupted employment with the Employer;
- f) *Day* means a calendar day, unless otherwise specified;
- g) *Double-time* means two (2x) the basic hourly rate of compensation specified in this Agreement, exclusive of allowances;

- h) Employee** means a member of the bargaining unit and who is either
- 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 their position description, on a continuing basis;
 - iii) A term employee is an employee who works for a specified period of time up to one year. Any extension beyond one year shall be by mutual agreement between the Union and the Employer;
 - 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.
- i) Non-PSAC bargaining unit person** means an individual who is not a member of the bargaining unit and who is either
- i) 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;
 - ii) 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;
 - iii) 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.

- j) *Employer* means the Yukon Arts Centre Corporation;
- k) *Executive Director/CEO* means the person managing the Yukon Arts Centre on behalf of the Employer who is excluded from the bargaining unit;
- l) *Fiscal year* means April 1st to March 31st or as determined by the Board of the Yukon Arts Centre Corporation;
- m) *Grievance* means a complaint in writing that concerns the interpretation, application, administration or operation of the Collective Agreement, submitted by an employee, a group of employees, the Union or the Employer;
- n) *Lay-off* means a disruption of employment due to a lack of work or the discontinuance of a function at the Yukon 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;
- o) *May* means permissive, “shall” and “will” as imperative and “should” as informative only;
- p) *Parties* means the Public Service Alliance of Canada (PSAC) and Yukon Arts Centre Corporation (YACC);
- q) *Position* means **a job within a classification outlined in Schedule A;**
- r) *Spouse* means a person to whom the employee is lawfully married or a person with whom the employee has lived in a conjugal relationship for a period of not less than twelve (12) months and who the employee publicly represents as their spouse;
- s) *Straight-time rate* means the applicable basic hourly rate of compensation specified in this Agreement, exclusive of allowances;
- t) *Time and one-half* means one and one-half times (1.5X) the basic hourly rate;
- u) *Union* means the Public Service Alliance of Canada and/or the Yukon Employees’ Union;
- v) *Volunteer* means a community member who contributes volunteer hours to perform tasks that are not bargaining unit work and who does not receive any wages.

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 their 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, the representative 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/CEO, Director of Visual Arts, Director of Production and Director of Programing * are excluded from the bargaining unit.

ARTICLE 5

UNION SECURITY

- 5.01 Subject to the provisions of this Article, the Employer will deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.
- 5.02 An employee who declares in an affidavit that they:
- a) are a member of a religious organization registered under the Income Tax Act;
 - b) belong to the religious organization which prevents the employee from joining a Union or making financial contributions to a Union; and
 - c) will make a contribution to a charitable organization of their 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 For the purpose of applying clause 5.01, deductions from pay for each employee, in respect of each calendar month, will start with the first (1st) full calendar month of employment, to the extent that earnings are available and will be submitted by the 25th of the following month.
- 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 Article 5.01 shall be remitted to the Comptroller of the PSAC by cheque within twenty-five (25) days after the monthly deductions are made and shall be accompanied by particulars in electronic format identifying each employee and the deductions made on the Employee's behalf.
- 5.08 The Employer agrees to record the amount of Union dues paid by each Union member on their T-4 slip.
- 5.09 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability limited to the amount actually involved in the error.

ARTICLE 6

APPOINTMENT OF UNION REPRESENTATIVES

- 6.01 The Employer acknowledges the right of the Union to appoint employees as representatives.
- 6.02 Up to five (5) representatives (stewards/ local executive members) 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 Employees entitled to receive leave without pay under this Article except for clause 7.08 shall have their regular salary uninterrupted during such leave and the Employer shall invoice the Union for the cost of lost wages and benefits.
- 7.02 If the requirements of Clauses 7.03 and 7.04 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 the employee's 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 **38**, or any other meeting called by management.
- 7.03 A Union representative shall obtain the permission of their immediate supervisor before leaving work to carry out any of the responsibilities listed in Clause 7.02, which permission shall not be unreasonably withheld.
- 7.04 Only one Union representative at one time may undertake any of the responsibilities listed in Clause 7.02 during work time, unless the Employer has specifically requested the involvement of more than one Union representative.
- 7.05 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 Industrial Relations Board; or
 - c) being called as a witness by a conciliation officer, a conciliation board or the Canada Industrial Relations Board.

Contract Negotiations Meetings

- 7.06 The Employer will grant leave of absence with pay for two (2) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.
- 7.07 The Employer will grant leave of absence with pay for two (2) employees to attend preparatory negotiations meetings.

- 7.08 Subject to operational requirements, unpaid Union leave to attend Union conferences and Union seminars will be granted. Such leave will not be unreasonably withheld.
- 7.09 The Employer agrees to authorize a leave of absence **without pay** to one (1) employee who is elected as President of the Yukon Employees' Union, PSAC Regional Executive Vice President for the North or President of the Yukon Federation of Labour subject to the following conditions:
- a) will be for the term of appointment designated by the Union to a maximum of three (3) 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;
 - c) if the employee is re-elected for subsequent terms, the employee shall continue to be on leave. Upon completion of their term of office the employee will be guaranteed a position at the same level the employee held before their leave;
 - d) if the employee ceases to hold office, the employee will return to the position held by the employee prior to the leave of absence;
 - e) 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

- 7.10 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 their 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. Collective Agreements may also be distributed by mail, email or other electronic means.
- 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.
- 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.

Work of the Bargaining Unit

- 10.04 It is agreed that non-employees will not perform work that is normally performed by members of the bargaining unit except in the case of an emergency.

ARTICLE 11

NO DISCRIMINATION

- 11.01 Subject to the Yukon Territory Human Rights Act as may be amended from time to time, the parties agree that there shall be no discrimination, interference, coercion, harassment, intimidation or disciplinary action exercised or practised by employees, the Union or the Employer with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, gender identity, gender expression, family status, mental or physical disability, ethnic or linguistic origin, political belief or political activity, source of income, or membership or activity in the Union.

ARTICLE 12

RESPECTFUL WORKPLACE

- 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.
- 12.03 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 all employees can be victims of it.
- 12.04 In investigating harassment allegations, the test of whether harassment has occurred will be that a "reasonable person" would conclude harassment had occurred.
- 12.05 The Employer agrees to provide education related to this matter upon hire and on an annual basis thereafter.
- 12.06 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. However, the abuse of authority does not include the legitimate exercise of individual supervisory powers and authority.
- 12.07
- 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 thirty (30) 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
HOURS OF WORK

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

- a) All employees shall keep and submit a record of hours worked on the provided time sheet in a timely fashion;
- 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 eleven (11) 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.

13.02 a) Calls:

- (i) the term "Call" shall be defined as a continuous period of work;
- (ii) the minimum Call **shall be three (3) hours and applicable to both permanent and casual employees;**
- (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 client;
 - (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

- (i) A meal break of one (1) hour, without pay, shall be given to the employee after working four (4) hours.
 - (1) However, once in each work day the employee may be asked to work a six (6) hour call before a meal break.
 - (2) No subsequent call on that day can extend beyond four (4) hours without incurring a meal penalty.
 - (3) If the employee works a six (6) hour call, and a subsequent call on the same day extends past four (4) hours, then employee, beginning with the fifth (5th) hour will be paid at two (2) times their regular rate of pay until such time as a break can be taken, and will be entitled to a meal allowance of **twenty-five (\$25.00)**
 - (4) No show call can exceed six (6) hours without incurring a meal penalty (Clause 13.03 (b), (iv)).
- ii) Once during each day an employee may be asked to take a “paid half hour” meal break. The employee will be given a one half (1/2) hour break and shall be paid at the prevailing rate for that one half (1/2) hour.

- (iii) Should any meal break, after a “paid half hour” meal break, be less than one (1) hour, then the employee shall be paid for one (1) hour at the rate of one and one-half (1 ½) the employee’s regular rate of pay and shall receive a meal allowance of twenty-**five** dollars (\$25.00), or an acceptable meal provided by the Yukon Arts Centre or its client at their expense.
- (iv) If, after six (6) hours, it is impossible for the employee to receive a meal break then the seventh (7th) hour and each subsequent hour shall be paid at the rate of two times (2x) the employee’s regular rate of pay until such time as a meal break is provided. In addition, the employee will be provided with either an acceptable meal, or a meal allowance of twenty-**five** dollars (\$25.00).
- (v) An employee shall not normally be required to work more than eight (8) hours without a meal break. However, should the continuity of the show require the employee to work longer than eight (8) hours without a meal break, then the employee shall, at eight (8) hours, in addition to the meal penalty and allowance paid at six (6) hours, be paid a penalty of one hour at the prevailing rate plus a meal allowance of twenty-**five** dollars (\$25.00)
- (vi) Normally there will not be a meal break between a “Show Call” and an “out” or “change over”. However, should the period of continuous work prior to the end of the “Show Call” be six (6) hours or greater, then the employee shall have the option to take a meal break prior to the “out” or “change over”.
- (vii) In addition to meal breaks, there shall be at least one (1) fifteen (15) minute rest period as per clause 13.02 (b) and (c) in each call. Rest periods shall be called at the discretion of the Director **of Production** or their designate.

c) **Day of Rest**

- (i) A ‘day of rest’ is defined as an unbroken period of twenty-four (24) hours commencing at six (6:00 am) and ending at six (6:00 am);
- (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 Director **of Production** or their designate:

- (i) The Director **of Production** 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. Where the Employer fails to give a permanent employee three (3) working days advance notice of a change in their published work schedule, affecting days off or vacation, the Employer shall pay the employee at the rate of time and one-half (1 ½) for all regular hours worked on the first day or shift worked following receipt of the notice of the change. Subsequent days or shift worked on the revised hours shall be paid for at straight-time, subject to the overtime provisions of this Agreement. In the case where vacation leave is affected, provisions under 28.08 will apply.
- (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 the employee unavailable for any work period or for overtime work.

ARTICLE 14

STATEMENT OF DUTIES

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 the employee with a current and accurate written statement of duties of the position.
- 14.02 Upon written request, **within fourteen (14) calendar days of the request**, an employee shall be given a complete and current statement of duties and responsibilities **including a copy of the Classification Decision for the rating** of the employee's position.

Job Description Update

- 14.03 An employee may after reviewing the information provided in accordance with clause 14.02 request a meeting with their immediate supervisor to review and discuss the job description further. Such a meeting will be held within fourteen (14) calendar days of the request and Article 14.07 may apply if the employee remains dissatisfied with the statement of duties.**

Job Evaluation Process

- 14.04** The Employer will maintain a formal job evaluation process (JEP) for the evaluation, classification and reclassification of all job positions within the bargaining unit. The JEP will not be altered or replaced without the agreement of the Public Service Alliance of Canada (PSAC).
- 14.05** The JEP will be administered by a neutral third party who is experienced in the job evaluation process.
- 14.06** When the job evaluation process is being applied to particular jobs, inputs from the affected employees may be required. When called upon to do so, the employees will complete any questionnaires or survey forms. The employee may be required to attend any related interviews. Time spent by employees during the evaluation process will be considered time worked during regular working hours.

Job Classification – Existing Positions

- 14.07** In the event there is a significant re-allocation of position duties or tasks to an existing position(s) because of a reorganization or a permanent bargaining unit position is discontinued, the Employer will arrange for reclassification of the affected position(s) within sixty (60) working days **and notify the Union of the reclassification. The new rate shall become retroactive to the time the new duties were incorporated into the position.**

Within twenty (20) working days of the employee receiving the decision on the classification **rank** of their position, the employee may appeal the decision, **in writing**, to the Executive Director/CEO (or designate). **The Executive Director/CEO (or designate) will arrange for the employee to meet with the neutral third party evaluator to review the classification level results. Should the employee remain unsatisfied with the classification rank assigned,** the decision may be referred to arbitration according to the provisions of Article 26 Arbitration; however, the arbitrator must be knowledgeable in job evaluation plans.

Job Classification – New Positions

- 14.08** The Employer agrees that when new **positions** 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 **position and proposed** classification **rank** 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; or
- 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 x) times the employees' basic hourly rate for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week;
- b) and two (2x) the employees' basic hourly rate 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)
 - (a) seventh (7th) and consecutive hours worked where no meal break is provided during a six (6) or more hour first Call; and
 - (b) fifth (5th) and consecutive hours worked on subsequent Call on that day where no paid meal break is provided.
 - (v) fifth (5th) and consecutive hours of an eight (8) or more hour call where no meal break is provided;
 - (vi) two (2x) times regular wages for all hours worked in excess of twelve (12) hours in one day.
- c) Overtime shall be recorded to the nearest one quarter (1/4) hour.

15.03 Prior approval for all overtime must be given by the supervisor/manager or their designate.

15.04 Notwithstanding the above, the Employer recognizes that technical production employees may be required to authorize their own overtime as dictated by the needs of a production.

15.05 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 shown on each pay stub as period accrued, period released and period balance;
- (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 Yukon Arts Centre;
- (d) should the employee owe the Yukon 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 Yukon 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 their personal vehicle for job-related purposes, the Employer will pay their 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 **outside of Whitehorse** for work-related purposes, the Employer will pay the employee 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 with each pay showing the gross amount earned, itemized deductions, net amount payable, leave accruals and hours worked.
- 17.04 Upon request, advances shall be provided prior to a vacation period. Advances may be granted in other extenuating circumstances.
- 17.05 Merit Increase – Casual Employees

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.

17.06 Upon Promotion

An employee, upon promotion, shall be placed on the grid of the new position with an increase of at least four (4) percent unless it would result in a rate above Step III of the new position.

17.07 Upon Transfer

An employee who voluntarily accepts a position at a lower rate of pay shall be placed on the grid 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).

ARTICLE 18

GENERAL HOLIDAYS

18.01 The following days are general holidays with pay:

- | | |
|---|---|
| a) New Year's Day | h) Discovery Day |
| b) Heritage Day | i) Labour Day |
| c) Good Friday | j) Thanksgiving Day |
| d) Easter Monday | k) Remembrance Day |
| e) Victoria Day | l) Christmas Day |
| f) National Indigenous Peoples Day | m) Boxing Day |
| g) Canada Day | n) National Day for Truth and Reconciliation |

18.02 To qualify for general holiday pay for the holiday, an employee must have:

- a) completed thirty (30) calendar days of employment with the Employer;
- b) been paid by the Employer for the last scheduled day immediately prior to the holiday and the employee's first scheduled day immediately following the holiday, unless the employee has been granted leave without pay under the provisions of Article 7 (Time Off for Union Business) for the working day immediately preceding and the working day immediately following the designated holiday.

18.03 How Wages are Calculated:

- a) An employee whose wages are calculated on an hourly basis shall, for a general holiday on which they do not work, be paid at least the equivalent of their daily wages exclusive of overtime or bonus, for the week in which the general holiday occurs.
- b) Regular part-time employees shall receive prorated pay for the holiday.

- c) **Casual employees who work less than the standard hours of work or who work irregular hours shall be paid, for a general holiday on which the employee does not work, at least the equivalent of ten (10) percent of the employee's wages, excluding vacation pay, for the hours worked in the two-week period immediately preceding the week in which the general holiday falls.**
 - d) **Where a day that is a designated paid holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.**
- 18.04 a) The Employer may designate a general holiday as a workday. In such instances, the employee may request and will be given another day off at a mutually agreed date or 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 their basic 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 the employee's basic hourly rate for first four (4) hours worked on a general holiday and double time thereafter.
- b) When a general holiday coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following their day of rest.

ARTICLE 19

PROBATIONARY EMPLOYEES

- 19.01 A new employee, not including an employee promoted or transferred to another position under Article 22, shall serve a probationary period of six (6) 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 their ability, and will make reasonable accommodation and provide reasonable assistance to the employee 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, the employee may be terminated with two (2) 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 Seniority shall be established upon completion of the probationary period and shall commence from the first day worked.**
- 20.03 The Employer shall maintain a seniority list and will provide a copy to an employee or the Union upon request.

Loss of Seniority

- 20.04 An employee shall lose seniority when they:**
- (a) **Resign from their position;**
 - (b) **Are dismissed for just cause;**
 - (c) **Are laid off and not recalled to work within twelve (12) months;**
 - (d) **Fail to return to work within fourteen (14) working days following notification of recall from layoff, delivered by hand, or personal email address or sent by priority mail to the employee's last known address of record;**
 - (e) **Abandon their position.**

Accrual of Seniority

- 20.05 The seniority of a permanent or term employee will be retained and will continue to accrue during:**
- (a) **Any period of sick leave with or without pay and whether or not the employee is in receipt of long term disability payments for a maximum period of two (2) years;**

- (b) Any period of work-related disability leave with or without pay for a maximum period of two (2) years;
- (c) Maternity and/or parental leave;
- (d) The first month of any leave of absence without pay.

Retention of Seniority

20.06 The seniority of an employee will be retained but will not accrue during:

- (a) Any period in excess of Articles 20.05 (a), (b) and (d);
- (b) Any period of a Deferred Salary Leave Plan (Prepaid Leave Plan);
- (c) Any period of lay-off.

20.07 An employee who accepts an excluded management position will retain but not accumulate their seniority during the period of the appointment provided it does not exceed twelve (12) months. This twelve-month period may be extended by mutual agreement between the Union and the Employer. If the employee returns to their former position within the bargaining unit, the retained seniority will be restored. Otherwise, an employee who accepts a position outside of the bargaining unit for a period longer than twelve (12) months will forfeit bargaining unit seniority.

ARTICLE 21

JOB PERFORMANCE EVALUATION

21.01 An employee shall have their job performance evaluated prior to the completion of the employee's probationary period and on or before their anniversary date.

21.02 The Employer will evaluate the employee's job performance on the basis of:

- a) the ability of the employee to carry out the tasks and responsibilities in their job description;
- b) the employee's relations with clients; and
- c) 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 the employee.

21.04 Twenty (20) working days prior to an employee performance review the employee shall be given:

- (i) The assessment form which will be used for the review;
- (ii) Any written document, if applicable, which provides instructions to the person conducting the review or instructions to the employee being evaluated; if during the employee performance review, either the form or instructions are changed, they shall be given to the employee.

- 21.05** The employee performance **assessment** shall also **provide an opportunity** for the employee to **discuss their** career development goals and develop with the Executive Director/CEO and/or supervisor an individual training plan.
- 21.06** The Employer will discuss the draft results of the performance evaluation with the employee **during a formal meeting** before finalizing it. **During this formal meeting**, the Employer will point out the employee's strengths and **areas of improvement**.
- 21.07** **When a formal assessment of an employee's performance is completed, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on their assessment form will be considered to be an indication only that its contents have been read and shall not indicate their concurrence with the statements contained on the form.**
- 21.08** An employee has the right to make written comments to be attached to the performance assessment form.
- 21.09** The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (½) of the period for which the employee's job performance is evaluated.
- 21.10** The employee will return the annotated, signed **assessment form** to the Employer **within ten (10) working days**. **A final copy of the employee's performance evaluation assessment form will be placed on the employee's personnel file.**
- 21.11.** The Employer will provide a copy of the performance evaluation to the employee upon request.

ARTICLE 22

JOB POSTINGS, PROMOTIONS AND TRANSFERS

- 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 CEO or manager/supervisor as delegated by the CEO designates a person in writing, to an acting assignment for a period of three (3) or more continuous working days to a position of higher classification the employee shall, from the first day, be paid:
- a) the next step on the pay grid for the temporary position, or four percent (4%) above their present salary whichever is greater;
or
 - b) where the application of a) above would provide for a temporary assignment which would exceed the maximum of the range for the temporary position, the employee would receive the maximum rate in the range for the temporary position;
 - c) in no case will the employee be paid at a lower rate.

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, considerations for equitable opportunities for mentoring or shadowing towards succession planning and career enhancement including designating specific training opportunities as essential for specific employees. Such guidelines and procedures to be discussed at the Labour Management 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

GRIEVANCE PROCEDURE

- 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/CEO or designate is authorized to receive grievances on behalf of the Employer. The Employer 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 the employee 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/CEO |
| Level 2 | Mediation and/or Arbitration |
- 26.07 When a grievance is filed, the Executive Director/CEO or designate 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 the employee any advantage in exchange for not filing, or withdrawing their 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 express mail.

26.12 The Level 1 procedure is as follows:

- a) Within ten (10) working days of receiving the grievance, the Executive Director/CEO or designate will conduct a hearing. The Employer will render their 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:

- a) By mutual agreement, the parties may make a written request for mediation within ten (10) working days of receiving the Level 1 decision.
- b) 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.
- c) 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.
- d) The Employer and the Union shall each pay one half (1/2) of any fees or expenses related to mediation.
- e) 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.
- f) If the mediation is unsuccessful, the mediator shall confirm this in writing, and forward it to the parties as per Clause 26.11.
- g) 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(f) above, and if this date is different for each party, the later date.
- h) 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
- a) A party dissatisfied with the outcome of the grievance procedure may refer the matter to arbitration provided that the reference is made within thirty (30) calendar days from the date on which the grievance decision was given.
 - b) Any arbitration arising out of this Agreement shall be conducted before a single arbitrator mutually agreed to by the parties.
 - c) A reference to arbitration shall be made in writing to the other party. The reference shall provide the name, address and telephone number of the referring party's representative. The reference will also include a list of at least three names of persons proposed for the selection of an agreed upon arbitrator.

- d) Within fourteen (14) calendar days of receiving the reference to arbitration, the responding party will, in writing, acknowledge receipt of the reference to arbitration and provide the name, address and telephone number of its representative. The acknowledgement will also either confirm agreement for one of the proposed arbitrators or propose a list of three names of alternative arbitrators.
- e) If the parties have not agreed to an arbitrator within fourteen (14) calendar days of receipt of written acknowledgement, either party may, pursuant to the Canada Labour Code, request the Minister of Labour to make an appointment.
- f) The arbitrator shall have the authority and powers conferred by the Canada Labour Code, including the authority to determine whether a matter is arbitrable under this Agreement. The arbitrator shall not have the authority to change, modify or alter any of the terms of this Agreement. This does not preclude the arbitrator from substituting a lesser penalty in discipline matters, or reinstating a discharged employee.
- g) The award of the arbitrator is final and binding upon the parties and any affected employee(s).
- h) Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator. The parties are each responsible for their own costs associated with engaging outside counsel and calling witnesses who are not employees of the Employer.
- i) The time limits stipulated in this procedure may only be extended by mutual agreement between the parties.
- j) The employee must obtain the approval of the Union and be represented by the Union before a grievance can be referred to arbitration.
- k) A grievance referred to arbitration can only be withdrawn by the employee with the prior approval of the Union.

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 their responsibilities in relation to the activities of the Employer and which include but are not limited to their 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 the employee 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 the employee has been selected.
- 27.03 The Employer and employees shall provide to the health and safety representative such information and assistance as the employee 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 employees 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 Yukon Arts Centre and the employees agree that the **psychological and physical** 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 their employment:
- (a) take all necessary precautions to ensure the employee's 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 the employee or any other person's health or safety by a person having authority over the employee;
- (d) report forthwith to the employee's immediate supervisor any situation which the employee has reason to believe would present a hazard and which the employee cannot correct; and
- (e) report any accident or injury that arises in the course of or in connection with their work.

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

- (a) the use or operation of a machine, device, or thing constitutes an undue hazard to themselves 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 their Employer or supervisor who shall forthwith investigate the situation reported in the presence of the employee 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 employee may again refuse to work or do particular work because of that hazard where the employee has reasonable cause to believe that:

- (a) the use or operation of the machine, device, or thing continues to constitute an undue hazard to themselves 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 their 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 their right under Clause 27.10 or 27.12 if their 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.

Safety Equipment

- 27.18 Where required by the Employer or the *Yukon Occupational Health and Safety Act and Regulations*, the Employer shall supply employees with the following articles of equipment:
- (i) Hard hats;
 - (ii) Eye protection;
 - (iii) Ear protection;
 - (iv) Gloves;
 - (v) Universal fall arrest harness.

- 27.19 Where required by the Employer or the *Yukon Occupational Health and Safety Act and Regulations*, the Employer shall provide a maximum of **two hundred dollars (\$200.00)** reimbursement for the purchase of safety boots upon the production of a receipt for the purchase of the same.

Specialized Equipment

- 27.20 Upon notice to 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.

General Conditions

- 27.21 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.
- 27.22 Necessary pick up and wash up time will be allowed prior to quitting time.

- 27.23 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 their own discretion, additional tools.
- 27.24 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 28

VACATION LEAVE

- 28.01 a) All employees, excluding casuals, may earn vacation leave credits as set out in this Article.
- b) Permanent employees with one (1) or more year(s) of continuous service shall have their anticipated yearly vacation leave credits advanced April 1 of each year. The parties agree that should an employee take unearned vacation and not return to the employment of the Employer or return but not long enough to earn the already taken vacation, the Employer has the right to recover the monies from any monies owing the employee.
- 28.02 An employee shall accrue vacation leave credits at the rate of one and one quarter ($1 \frac{1}{4}$) 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 ($1 \frac{1}{2}$) 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 ($1 \frac{2}{3}$) 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 the employee and the Employer. The Employer will make every reasonable effort to grant the employee the specific period of time requested by the employee 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 of 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 the employee 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 the employee before their employment is terminated.
- 28.10 An employee, other than a permanent full time employee, may receive the cash equivalent of their vacation leave credits instead of taking vacation leave if the employee 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

- 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 credit of five (5) additional days of vacation leave.
- 28.13 In addition, permanent employees who have met one or more of the years of continuous service milestones specified in clause 28.12 are entitled to a one-time long service vacation leave credit of five (5) additional days of vacation leave.

ARTICLE 29

BEREAVEMENT LEAVE

- 29.01
- a) 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.
 - b) At the request of the employee, such bereavement leave with pay may be taken in a single period of five (5) working days or may be taken in two (2) periods to a maximum of five (5) working days.

- c) When requested to be taken in two (2) periods: The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death; and
 - (i) The second period must be taken no later than twelve (12) months from the date of the death
 - (ii) Pursuant to Article 29.03, the employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.

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: spouse; 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 (10) 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/ SPECIAL LEAVE

For the purpose of this Article, an employee is eligible for leave with pay when they are unable to perform their duties because of illness or injury, travel for medical purposes, health reasons (sick leave), or for family or personal responsibilities (special leave) subject to the criteria outlined below.

Sick Leave

- 30.01 a) All **permanent** full time employees may earn sick leave 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.
- b) A **permanent** part-time employee shall earn sick leave credits in proportion to the average number of hours worked per day in relation to a **permanent** full time employee in the same classification.
- c) **Term and casual employees are not eligible for sick leave credits.**
- 30.02 Such credits may be carried over from one year to the next and may be accumulated to a maximum of **forty-five (45)** days for sick leave. There will be no payment upon termination, resignation or retirement.
- 30.03 a) Sick leave credits which the employee has accumulated entitle the employee to take sick leave with pay where the employee is unable to perform their duties due to illness or injury, travel for medical purposes or health reasons.
- b) **To the extent that an employee has sick leave credits available such credits may also be used by the employee to:**
- (i) **top-up an employee's short-term disability benefits (excluding the fourteen (14) day waiting period) to 100% of the employee's salary.**
- 30.04 Up to a maximum of **five (5)** days of mental health leave for the purposes of personal wellness and mental health per fiscal year.
- 30.05 The Employer may require an employee to obtain a medical certificate from a Physician, Dentist or other Health Care Provider for sick leave absences of more than five (5) consecutive days. The Employer shall reimburse the employee for the cost of any such medical certificate.

- 30.06 When the reason for an absence was an injury or contagious disease or where the absence has been in excess of one (1) month, the Employer may require a medical certificate from a Qualified Medical Practitioner of the employee's choice certifying that the employee is able to resume their job.

Special Leave

- 30.07 A permanent full-time employee, shall receive **fifteen (15)** days special leave credits upon commencement of their first year of service and **fifteen (15)** days upon commencement of each continuous year of service. There will be no carryover of special leave credits.
- 30.08 A permanent part-time employee shall accumulate special leave in proportion to the average number of hours worked per day in relation to a permanent full time employee in the same classification.
- 30.09 Term and casual employees are not eligible for special leave credits.**
- 30.10 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 special leave will be approved.
- 30.11 Up to a maximum of **five (5)** days per year of Special Leave may be granted for attending **to** personal matters or a serious household emergency. Such leave requests shall not be unreasonably denied.
- 30.12 An employee who has self-identified as an Indigenous person (meaning Indian, Inuit or Metis) and who has been continuously employed for three (3) consecutive months and will be entitled to a leave without pay of up to five (5) working days in every calendar year in order to engage in traditional practices such as hunting, fishing and harvesting and other activities to maintain their culture through traditional practices. The employee, at their discretion, may request to use banked special leave of up to five (5) days for this leave.**
- 30.13 Additional paid leave may be granted in special circumstances.

ARTICLE 31

COURT LEAVE

- 31.01 No employee shall suffer a loss of pay if their 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 their absence from work is due to their attendance as a witness before an adjudicative board in circumstances unrelated to their work, so long as the employee 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 the employee can do so in time to complete one half (1/2) of the day's work.
- 31.04 No employee who is required to attend court in connection with the performance of their 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 the employee.
- 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 the employee.

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 Yukon Workers' Compensation Health and Safety Board determines that the employee is unable to perform their duties because of:
- a) personal injury accidentally received in the performance of their duties and not caused by the employee's wilful misconduct;
 - b) sickness resulting from the nature of their employment;
 - c) exposure to hazardous conditions in the workplace.
- 32.02 An employee will be paid 75% of their wages while on leave, provided that:
- a) the Yukon Workers' Compensation Health and Safety Board will pay the employee 75% of the employees lost wages due to the injury throughout the period of the leave; and
 - b) the employee agrees to assign to the Employer any amount received by the employee for loss of wages from the Yukon Workers' Compensation Health and Safety Board in settlement of any claim the employee 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 their duties as a result of a personal injury suffered while off duty, but related to the performance of their job duties, the Employer and Union will meet to discuss reasonable terms of assistance for the employee.

ARTICLE 33

MATERNITY, PARENTAL AND ADOPTION 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 of seventeen (17) weeks as follows:
- a) a maximum of eleven (11) weeks prior to the expected termination date of the pregnancy; and
 - b) 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 seventeen (17) weeks after the termination of pregnancy;
- 33.02 An employee who has not commenced maternity leave without pay may elect to use their 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;
- Maternity benefits are for the birth parent only. At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.
- 33.03 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 seventeen (17) week period.

An employee who becomes pregnant shall upon request, be granted maternity leave and parental leave for a period beginning before, on or after the termination date of pregnancy not to exceed seventy-eight (78) weeks leave in total.

33.04 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.

Parental Leave

33.05 Upon request by the employee, leave under this Clause shall be granted for a period not exceeding seventy-eight (78) consecutive weeks to:

a) An employee who becomes pregnant, for a period beginning before, on or after the termination date of pregnancy comprised of seventeen (17) weeks maternity leave and sixty-one (61) weeks of parental leave not to exceed seventy-eight (78) weeks leave in total;

or

b) Where an employee has or will have the actual care or custody of their newborn child, or an employee has commenced proceedings to adopt a child or obtains an order for adoption of a child, the employee shall be granted parental leave without pay for a single period of up to sixty-three (63) consecutive weeks.

33.06 An employee who intends to request parental leave without pay shall provide the Employer with five (5) weeks’ notice, except where in the case of adoption the child arrives at the employee’s home sooner than expected. In the case of adoption, the employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been completed.

33.07 Parental leave granted to any two employees of the Yukon Arts Centre under this Article shall not exceed the aggregate amount of sixty-three (63) weeks leave taken in a continuous single period in respect of a given child.

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.

33.09 An employee on maternity or parental leave shall continue to receive benefits as per Article 45 Group Benefits Plan/Self-Directed Benefits Plan.

Adoption Leave

33.10 Adoption 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.

33.11 The employee shall be required to furnish proof of adoption.

33.12 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.

33.13 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

FAMILY VIOLENCE LEAVE

34.01 Up to a maximum of five (5) days per year may be granted for employees experiencing domestic violence in accordance with the Yukon Employment Standards Act.

ARTICLE 35

COMPASSIONATE CARE LEAVE WITHOUT PAY

35.01 Upon reasonable notice from an employee, the Employer shall grant an employee up to **twenty-eight (28)** 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 **twenty-eight (28)** 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 up to 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/CEO.

36.05 The Employer will respond to the application by January 31st, 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.

36.07 Notwithstanding any provision of an employee contract and an agreement made between the employee and the Yukon Arts Centre and the Public Service Alliance of Canada, all statutory deductions shall be in accordance with applicable laws, namely the Income Tax Act and regulations and in accordance with Canada Revenue Agency (CRA) requirements.

Pay-out Formula

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

36.09 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.

- 36.10 All deferred salaries will be held in trust in an interest bearing account. The interest earned will accrue to the benefit of the participant.
- 36.11 In the period 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 final installment.
- 36.12 An employee's benefits will be maintained during their leave.
- 36.13 The period of the leave shall be counted for seniority. Leave provisions shall not accrue during the period of leave.
- 36.14 Time spent on such leave shall not be counted for pay increment purposes.

Withdrawal from Plan

- 36.15 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.
- 36.16 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.
- 36.17 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.
- 36.18 Any payment shall be subject to the Income Tax laws respecting lump sum payments.

Return to Position

- 36.19 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.
- 36.20 The employee shall confirm their return date at least two (2) months prior to the expected date of return.
- 36.21 The leave period shall commence at the beginning of the program year following the deferral period.
- 36.22 Leave period is up to one (1) year.

ARTICLE 37

LEAVE OF ABSENCE

- 37.01 Subject to operational requirements, short term or extended leave of absences may be granted without pay. Such leave shall not be unreasonably withheld.
- 37.02 Employees who have been approved for leave under 37.01 above. will continue to be eligible for benefits for a period of up to three months.
- 37.03 The Employer will not be responsible for payment of the employee's Group Benefit premiums while they are on a leave of absence for an extended leave of more than three (3) months. Employees who wish to maintain benefit coverage will be responsible for paying the healthcare benefit premiums while away on a leave of absence. Employer contributions to the Group RRSP Plan will be suspended during the leave of absence however employees may elect to continue to contribute to their RRSP Plan.**
- 37.04**
- a) Upon expiry of leave for a year or less, the employee will assume the duties of the same position at the same rate of pay they were receiving when the leave was granted prior to the leave of absence and applicable step increases will be credited to the employee upon their return to work.
 - b) Upon return from maternity or parental leave, an employee will assume the duties of the same position at the same rate of pay, and applicable step increases will be credited to the employee upon their return to work.
 - c) Upon expiry of approved leaves of more than one year, an employee will assume the duties of the same or similar position at the same rate of pay they were receiving when the leave was granted prior to the leave of absence.
- 37.05 An employee on leave without pay related to Sick, Long Term Disability, or under Workers' Compensation shall continue as an employee of the Employer on leave status. After two years on leave there shall be no guarantee of return to the position held by that employee prior to the commencement of the leave. If the position has been filled by the Employer, the employee (upon their return to work) will be offered the first available position at an equivalent level for which the employee is qualified or can be trained for, recognizing the Employer's duty to accommodate.**

ARTICLE 38

LAY-OFF

- 38.01 Where it is necessary to lay-off a full-time permanent or part-time permanent employee, then one (1) months' notice or pay in lieu of notice will be given.
- 38.02 A laid off permanent employee may displace an employee with less seniority in any equivalent or lower rated position, provided such employee has the ability to perform the job or may qualify within a training period not to exceed eight (8) weeks.**
- 38.03 A laid off permanent employee will have seven (7) calendar days from receipt of written layoff notice to determine whether they will exercise their rights pursuant to 38.02 and will advise the Employer in writing of their decision.**
- 38.04 An employee who is displaced by a more senior employee will receive a lay off notice in accordance with clause 38.01.**
- 38.05 Permanent employees will be recalled to their former position in order of seniority. Notification of recall will be delivered by hand or sent by priority mail to the employee's last notice of record.**
- 38.06 Laid off employees failing to report to work within fourteen (14) calendar days of the date of receipt of notification as per clause 38.05 shall be considered to have abandoned their employment. Employees who have completed their probation shall have recall rights for twelve (12) months and then will be terminated.**
- 38.06 No new employees shall be hired in bargaining unit positions until those laid off have been given the opportunity of recall into a new or existing position for which they are qualified within a training period not to exceed eight (8) weeks.**
- 38.07 An employee who is not recalled within one (1) year of being laid-off is deemed to be terminated.
- 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 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 **permanent** and part-time **permanent** employees may choose to be enrolled in the Employer's Group Registered Retirement Savings Plan.
- 42.02 The Employer shall deduct four and one half percent (4.5%) 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 four and one half (4.5%) 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 their work takes place in view of an audience.
- 43.02 "Dress Blacks" shall consist of **black semi-formal attire**.
- 43.03 The Yukon Arts Centre shall:
- a) pay all permanent Production Staff employees the sum of one hundred and **seventy-five** dollars (\$175.00) once each fiscal year towards the cost of the employee's "Dress Blacks"; and
 - b) **pay all Gallery employees the sum of one hundred and seventy-five (\$175.00) once each fiscal year towards the cost of CSA approved safety footwear.**
 - c) 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 Employer agrees to maintain benefit plans at least at the level established at date of signing.

The Employer agrees not to amend plans or premium cost sharing unless mutually agreed to by the Union and the Employer.

45.02 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

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

In Lieu of Benefits Plan Premium

45.03 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.

45.04 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.

45.05 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

DUTY TO ACCOMMODATE

46.01 The Employer recognizes that workplace accommodation enables employees with injuries or illnesses or disabilities to be productive members of the Yukon Arts Centre, benefiting both the Employer and the employee, and is committed to upholding the Duty to Accommodate pursuant to the *Yukon Human Rights Act*.

ARTICLE 47

SOCIAL JUSTICE FUND

47.01 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 48

TECHNOLOGICAL CHANGE

48.01 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 the change or new method of operation.

ARTICLE 49

DURATION, RENEWAL AND RETROACTIVITY

49.01 This Agreement shall be binding and remain in effect from April 1, 2022 to March 31, 2025.

49.02 Unless otherwise specified, all provisions of this Agreement take effect on date of ratification.

- 49.03 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.
- 49.04 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.
- 49.05 This Agreement may be amended by mutual consent.
- 49.06 Where notice to commence collective bargaining has been given under Clause 49.04, 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 27th day of February, 2023.

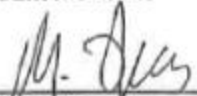
On behalf of the
Yukon Arts Centre


Casey Prescott
Executive Director/CEO



Roxane Larouche
Negotiator

On behalf of the
Public Service Alliance of Canada


Adam Pope
Team Member


Mike Thomas
Team Member


Katherine Kellner
Team Member


Lorraine Rousseau
Regional Vice-President, North


Erna Post
Negotiator

LETTER OF UNDERSTANDING "1"

The parties agree the following sample offer letter shall be used when hiring staff in the bargaining unit:

<TYPE NAME OF CANDIDATE>

<TYPE DATE>

Subject to the Collective Agreement, this appointment is governed by the YACC's employment policies for staff, which may be amended from time-to-time. If there is a conflict between the YACC policy and the Collective Agreement, the Collective Agreement shall apply.

Position: (Position Title).
 Status: PSAC Bargaining Unit Position.
 Rate of Pay: \$__ per hour during six month probation period, increasing to \$__ thereafter.
 Benefits: As per Collective Agreement, full benefits & RRSP (optional).
 Annual Leave: As per Collective Agreement provisions.
 Hours of Work: As required for events averaged to 40 hours per week. Employee will track hours on the timesheets provided and is responsible for balancing time and time off in lieu to minimize overtime. The employee cannot commit to overtime without prior approval.

Effective Date: (Date employment becomes effective).
 Job Description: Attached.
 Documentation: The employee confirms that they have been provided with a copy of the Employee Handbook and the current PSAC/YACC collective agreement.

At the end of this employment, you will be required to return any YACC property issued to you (e.g. laptop computer, keys, protective clothing).

For additional information regarding benefits and other working conditions, please refer to the current PSAC/YACC Collective Agreement. If these terms are acceptable to you, please sign this offer and return it to me on or before <TYPE DATE TWO WEEKS FROM OFFER DATE>. After this date, this offer is no longer valid.

On behalf of the YACC, let me take the opportunity to welcome you to the YACC team.

Yours truly,

<TYPE NAME> OF HIRING MANAGER
<TYPE TITLE>

<DATE>

Accepted by _____

<DATE>

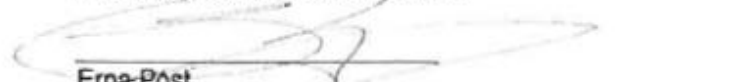
SIGNED at the City of Whitehorse, in Yukon, this 2nd day of March, 2023.

Yukon Arts Centre



Casey Prescott
Executive Director/CEO

Public Service Alliance of Canada



Erna Pöst
Negotiator

LETTER OF UNDERSTANDING “2”

RE: DEFINED BENEFIT PENSION PLAN

The parties acknowledge the mutual benefits to be derived from a joint approach to exploring pension benefit programs and agree that if prior to the expiry of the current Collective Agreement the Yukon Territorial Government enacts legislation to create a territory wide defined benefits pension plan or if the Northern Employee Benefit Services begins providing services to the Yukon Territory Employers, the parties agree to establish a joint sub-committee of the Labour Management Relations Committee to discuss and review available options.

The Committee may make recommendations to the parties prior to the next round of contract negotiations and Article 49.05 may be applied.

SIGNED at the City of Whitehorse, in Yukon, this 2nd day of March, 2023.

Yukon Arts Centre



Casey Prescott
Executive Director/CEO

Public Service Alliance of Canada



Erna Post
Negotiator

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Schedule A

PSAC / YUKON ARTS CENTRE CORPORATION
 SCHEDULE "A" CLASSIFICATIONS AND RATES OF PAY

		Effective 01 April 2022 New Pay Schedule:					Effective 01 April 2023 2% GEI					Effective 01 April 2024 2% GEI						
		Step 1 0-12 months	Step 2 12-24 months	Step 3 24-36 months	Step 4 36-48 months	Step 5 48-60 months	Step 1 0-12 months	Step 2 12-24 months	Step 3 24-36 months	Step 4 36-48 months	Step 5 48-60 months	Step 1 0-12 months	Step 2 12-24 months	Step 3 24-36 months	Step 4 36-48 months	Step 5 48-60 months		
PERMANENT																		
	Pay Level																	
	Marketing & Development Coordinator	L6	Per Hour	\$27.33	\$28.56	\$29.84	\$31.19	\$32.59	\$27.88	\$29.13	\$30.44	\$31.81	\$33.24	\$28.43	\$29.71	\$31.05	\$32.45	\$33.91
	Program & Venue Coordinator	L6	Per Hour	\$27.33	\$28.56	\$29.84	\$31.19	\$32.59	\$27.88	\$29.13	\$30.44	\$31.81	\$33.24	\$28.43	\$29.71	\$31.05	\$32.45	\$33.91
	Box Office Coordinator	L6	Per Hour	\$27.33	\$28.56	\$29.84	\$31.19	\$32.59	\$27.88	\$29.13	\$30.44	\$31.81	\$33.24	\$28.43	\$29.71	\$31.05	\$32.45	\$33.91
	Venue Technician	L6	Per Hour	\$27.33	\$28.56	\$29.84	\$31.19	\$32.59	\$27.88	\$29.13	\$30.44	\$31.81	\$33.24	\$28.43	\$29.71	\$31.05	\$32.45	\$33.91
	Interns: Technical	L3	Per Hour	\$21.53	\$22.50	\$23.52	\$24.57	\$25.68	\$21.96	\$22.95	\$23.99	\$25.07	\$26.19	\$22.40	\$23.41	\$24.47	\$25.57	\$26.72
	Interns: Visual Arts	L3	Per Hour	\$21.53	\$22.50	\$23.52	\$24.57	\$25.68	\$21.96	\$22.95	\$23.99	\$25.07	\$26.19	\$22.40	\$23.41	\$24.47	\$25.57	\$26.72
CASUALS																		
	Gallery Preparator	L6	Per Hour	\$27.33	\$28.56	\$29.84	\$31.19	\$32.59	\$27.88	\$29.13	\$30.44	\$31.81	\$33.24	\$28.43	\$29.71	\$31.05	\$32.45	\$33.91
	Senior Stage Technician	L5	Per Hour	\$24.80	\$25.91	\$27.08	\$28.30	\$29.57	\$25.29	\$26.43	\$27.62	\$28.86	\$30.16	\$25.80	\$26.96	\$28.17	\$29.44	\$30.76
	Stage Technician	L4	Per Hour	\$22.94	\$23.98	\$25.05	\$26.18	\$27.36	\$23.40	\$24.45	\$25.56	\$26.71	\$27.91	\$23.87	\$24.94	\$26.07	\$27.24	\$28.47
	Box Office Staff	L3	Per Hour	\$21.53	\$22.50	\$23.52	\$24.57	\$25.68	\$21.96	\$22.95	\$23.99	\$25.07	\$26.19	\$22.40	\$23.41	\$24.47	\$25.57	\$26.72
	Front of House Coordinator	L3	Per Hour	\$21.53	\$22.50	\$23.52	\$24.57	\$25.68	\$21.96	\$22.95	\$23.99	\$25.07	\$26.19	\$22.40	\$23.41	\$24.47	\$25.57	\$26.72
	Bar Staff	L2	Per Hour	\$20.38	\$21.30	\$22.26	\$23.26	\$24.46	\$20.79	\$21.56	\$22.63	\$23.77	\$24.95	\$21.20	\$21.99	\$23.09	\$24.24	\$25.45

Current position titles are:

Permanent: Marketing and Development Coordinator, Program and Venue Coordinator, Box Office Coordinator, Venue Technician

Term: Technical Intern, Visual Arts Intern

Casual: Senior Stage Technician, Stage Technician, Front of House Coordinator, Box Office Staff, Bar Staff, Gallery Preparator