

## ARTICLE 1

### PURPOSE OF AGREEMENT

- 1.01 The parties to this agreement wish to establish, within the framework provided by law, an effective working relationship based upon the principles of mutual respect and co-operation.
- 1.02 The purposes of this agreement are to:
- 1) settle the conditions of employment between the parties;
  - 2) promote the job satisfaction and security of all employees in the bargaining unit;
  - 3) develop and maintain the best possible service to clients in keeping with the duties of the Board set out in the bylaws of the Yukon Arts Centre Corporation, which objectives may be changed from time to time. The employer agrees to provide the union with a copy of the notice of the proposed changes 30 days prior to the meeting to amend the duties of the Board Bylaws of the Yukon Arts Centre Corporation.
  - 4) promote joint discussions and, where possible, joint decision-making in all matters relating to working conditions; and
  - 5) recognize the value of joint discussion in all matters relating to service delivery to clients.

## ARTICLE 2

### DEFINITIONS

<b>bargaining unit</b>	- all employees described in the certificate issued on July 9, 1996 by the Canada Labour Relations Board covering employees of the Yukon Arts Centre Corporation or as agreed by the parties
<b>bargaining unit work</b>	- work regularly done by any member of the bargaining unit
<b>classification</b>	- one of the positions identified in Schedule A
<b>continuous service day</b>	- uninterrupted employment with the employer - a calendar day, unless otherwise specified
<b>date of signing</b>	- June 9, 2003
<b>employee</b>	- a member of the bargaining unit

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

### **ARTICLE 3**

#### **APPLICATION**

3.01 The provisions of this agreement apply to the union, the employees, and the employer.

## ARTICLE 4

### UNION RECOGNITION

- 4.01 The employer recognizes the union as the exclusive bargaining agent for all employees in the bargaining unit.
- 4.02 The employer agrees that there shall be no intimidation or discrimination against any employee by reason of her membership in the union, and the union agrees that there shall be no intimidation or discrimination on its part towards any employee, person or the employer.
- 4.03 The employer agrees that, given reasonable notice to the employer by the union, an accredited representative of the union appointed under Article 6 may be allowed access to the work premises for the purpose of investigating a grievance or a complaint by an employee or the union. Such permission will not be withheld unreasonably, provided that it does not result in a disruption of work and is of limited duration.
- 4.04 Where an accredited representative of the union enters the work premises as provided in Clause 4.03, she shall report to the supervisor of the employee before approaching the employee.
- 4.05 The parties recognize the integral role played by volunteers in the business and operation of the Yukon Arts Centre. This Collective Agreement is not intended to restrict the use of volunteers in any manner except where it would result in a layoff or reduction in regularly scheduled hours of a bargaining unit member.
- 4.06 The positions of Executive Director, Gallery Curator and Technical Director are excluded from the bargaining unit.

## ARTICLE 5

### UNION SECURITY

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

shall not be subject to the provisions of this Article.

- 5.03 Subject to Clause 5.02 above, membership in the union shall be a condition of employment for all employees who are currently members and for all employees hired subsequent to the signing of this agreement.
- 5.04 The union shall inform the employer in writing of the authorized bi-weekly deduction to be checked off for each employee defined in Clause 5.01.
- 5.05 Deductions for union dues shall only be made to the extent that earnings are available. Where an employee does not have sufficient earnings in any pay period to permit deductions, the employer shall not make such deductions from subsequent salary.
- 5.06 No employee organization, as defined by the Canada Labour Code, other than the union, shall be permitted to have membership dues and/or other monies deducted by the employer from the pay of employees in the bargaining unit.
- 5.07 The amounts deducted in accordance with the Clause 5.01 shall be remitted to the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on her behalf.
- 5.08 The employer agrees to type the amount of union dues paid by each union member on their T-4 slip.

## **ARTICLE 6**

### **APPOINTMENT OF UNION REPRESENTATIVES**

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

## **ARTICLE 7**

### **TIME OFF FOR UNION BUSINESS**

- 7.01 If the requirements of Clauses 7.02 and 7.03 below are met, a union representative appointed under Article 6 shall not suffer any loss of pay as a result of undertaking the following responsibilities on behalf of the union during her regularly scheduled work time:
- a) investigating a grievance or complaint of an urgent nature;
  - b) meeting with management to deal with a grievance;
  - c) attending a meeting of the Labour-Management Relations Committee under Article 37, or any other meeting called by management.

- 7.02 A union representative shall obtain the permission of her immediate supervisor before leaving her work to carry out any of the responsibilities listed in Clause 7.01, which permission shall not be unreasonably withheld.
- 7.03 Only one union representative at one time may undertake any of the responsibilities listed in Clause 7.01 during work time, unless the employer has specifically requested the involvement of more than one union representative.
- 7.04 An employee shall not suffer any loss of pay as a result of:
- a) meeting with management to deal with a grievance;
  - b) appearing as a witness for the employer at any arbitration hearing or a hearing of a conciliation officer, a conciliation board, or the Canada Labour Relations Board; or
  - c) being called as a witness by a conciliation officer, a conciliation board or the Canada Labour Relations Board.
- 7.05 Where operational requirements permit, the employer will grant leave without pay to a maximum of two employees for the purpose of attending contract negotiation meetings on behalf of the union. For all purposes besides pay, this time shall be deemed to be time worked for the employees.
- 7.06 If an employee was granted leave without pay to attend the initial contract negotiation meeting on behalf of the union, she shall, notwithstanding the limit of two employees in Clause 7.05, be granted leave without pay in accordance with Clause 7.05 to attend subsequent contract negotiation meetings.
- 7.07 Subject to operational requirements, unpaid union leave to attend union conferences and union seminars will be granted. Such leave will not be unreasonably withheld.
- 7.08 The employer agrees, subject to conditions set out in a Letter of Understanding, to grant leave without pay to an employee who is elected president of the union.

## **ARTICLE 8**

### **INFORMATION**

- 8.01 The employer shall provide the union with a quarterly 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.

- 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 At the time of hire, the employer shall inform new members of the bargaining unit, or employees appointed to new positions in the bargaining unit, of the name(s) of the union representative(s) at their workplace.
- 8.04 The employer shall photocopy and distribute copies of this agreement to new members of the bargaining unit.
- 8.05 If this agreement is renewed or amended, the employer shall photocopy and distribute the new version to all members of the bargaining unit. The employer shall send a draft copy to the union and one to each union representative for their approval before distributing it to members of the bargaining unit at the time of hire.
- 8.06 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.
- 10.4 Parking, beverage and admission privileges and such other privileges as are mutually agreed will continue, but may be changed by mutual consent of the parties.

## **ARTICLE 11**

## **NO DISCRIMINATION**

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

## **ARTICLE 12**

### **WORKPLACE HARASSMENT**

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

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

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

Abuse of authority occurs when an individual uses their authority or position with its implicit power to undermine, sabotage or otherwise interfere with or influence the career of another employee or in the provisions of goods and services to the public. This definition includes blatant acts of misuse of authority such as intimidation, threats, blackmail and coercion.

- 12.03 (a) An employee who believes that they have been harassed may file a grievance within (90) ninety working days of the alleged harassment.

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

### **ARTICLE 13**

#### **POSITIONS AND HOURS OF WORK**

- | 13.01 (i) A full time **permanent** employee is an employee who works 40 hours per week inclusive of a 30 minute paid meal break or who averages 40 hours per week inclusive of a 30 minute paid meal break over a longer period. (Meal breaks for the Theatre Technical Staff are covered in a separate addendum.)
  - | (ii) A part time **permanent** employee is an employee who works less than 40 hours per week or who averages less than 40 hours per week on a regular basis.
  - (iii) A term employee is a n employee who works for a specified period of time.
  - (iv) A casual employee is an employee who works on an irregular basis as required by the employer.
- 13.02 Employees are entitled to a 15 minute paid rest period twice per 8 hour day.
- 13.03 The parties agree that the nature of work may require irregular distribution of an employee's hours of work. Accordingly, the parties agree that the standard hours of work of an employee may be averaged over a four (4) month period. (Such period to be August - November, December - March, and April - July), subject to the following:
- (i) Hourly rated employees shall keep a record of hours worked and shall be paid overtime in accordance with Article 15 for all hours worked in excess of those contained in their job descriptions in the four (4) month period as determined above.

- (ii) All other salaried employees (excluding those covered by clause (iii) below) shall keep a record of hours worked and shall, wherever possible, schedule time off within a four (4) month period to compensate for extra hours worked during the four (4) month period. If it is not possible to schedule the time off within the four (4) month period, then the employee shall have the option of having her overtime paid out at the appropriate overtime rate according to Article 15, or taking the overtime as time off in lieu at a time mutually agreed to by the employee and employer. Extra hours shall be those worked in excess of eight (8) hours in a day or forty (40) hours in a week.
- (iii) The Accounts Manger and Customer Service Manager shall work forty (40) hours per week, Monday to Friday, between the hours of 8 am to 6pm unless the employee an the employer agree otherwise.
- (iv) Salaried employees on the averaging schedule above shall self-schedule based on an operational requirement.

- 13.04 The parties agree that split shifts may be scheduled provided the elapsed time does not exceed 12 hours.
- 13.05 The employer will make every reasonable effort to give one weeks notice of extended workdays.
- 13.06 The attached Theatre Technical Staff Addendum forms part of the Collective Agreement.
- 13.07 The hours of work for Administrative Staff employed as of March 7, 1997 will continue as per the practice at that time unless the employee and the employer agree otherwise.