

## **ARTICLE 31**

### **COURT LEAVE**

- 31.01 No employee shall suffer a loss of pay if her absence from work is due to attending court in response to a jury summons or a witness subpoena of a third party.
- 31.02 No employee shall suffer a loss of pay if her absence from work is due to her attendance as a witness before an adjudicative board in circumstances unrelated to her work, so long as she has received a subpoena.
- 31.03 An employee who is absent for reasons described in Clause 31.01 or 31.02 shall return to work if she can do so in time to complete one half of the day's work.
- 31.04 No employee who is required to attend court in connection with the performance of her job duties, or as an advocate for a client, shall suffer any loss of pay as a result, and the provisions of Article 15 concerning overtime apply to any hours of the court attendance that would constitute overtime for her.
- 31.05 An employee who is called as a witness by the employer at an arbitration hearing under Article 26 shall not suffer any loss of pay as a result, and the provisions of Article 15 concerning overtime apply to any hours spent in attendance at the arbitration hearing that would constitute overtime for her.

## **ARTICLE 32**

### **INJURY ON DUTY LEAVE**

- 32.01 Subject to Clause 32.02, an employee shall be granted leave for such reasonable period of time as may be determined by the employer where the Workers' Compensation Board determines that the employee is unable to perform her duties because of:
- a) personal injury accidentally received in the performance of her duties and not caused by the employee's willful misconduct;
  - b) sickness resulting from the nature of her employment;
  - c) exposure to hazardous conditions in the workplace.
- 32.02 An employee will be paid 75% of her wages while on leave, provided that:
- a) the Workers Compensation Board will pay her 75% of her lost wages due to the injury throughout the period of the leave; and
  - b) she agrees to assign to the employer any amount received by her for loss of wages from the Workers' Compensation Board

in settlement of any claim she may have in respect of such injury.

- 32.03 Where an employee has been granted sick leave, and is subsequently approved for injury on duty leave for the same period, any sick leave credits used shall be reinstated to the employee.
- 32.04 While on injury on duty leave, the employee shall remain a member of the bargaining unit and shall receive all the benefits of this agreement except that the employee shall not accrue leave with pay, or take leave with pay, during a period of injury on duty leave.
- 32.05 Monies advanced to the employee under this Article and not reimbursed to the employer at the time of termination may be deducted from any monies owed to the employee.
- 32.06 In the event that an employee is unable to perform her duties as a result of a personal injury suffered while off duty, but related to the performance of her job duties, the employer and union will meet to discuss reasonable terms of assistance for the employee.

### **ARTICLE 33**

#### **MATERNITY LEAVE**

- 33.01 Every employee who becomes pregnant shall notify the Employer in writing of the pregnancy at least fifteen (15) weeks prior to the expected date of termination of the pregnancy and, subject to subsection (b), shall be granted leave of absence without pay for a total period not to exceed fifty two (52) weeks consisting of two periods as follows:
- (i) a maximum of eleven weeks prior to the expected termination date of the pregnancy; and
  - (ii) notwithstanding (a) above an employee may elect to use earned vacation and/or compensatory leave credits prior to and subsequent to, use of unpaid maternity leave but total leave shall not exceed eleven (11) weeks prior to and forty-one (41) weeks after the termination of pregnancy;
  - (iii) an employee who has not commenced maternity leave without pay may elect to use her sick leave credits up to and beyond the date that the pregnancy terminates, subject to the provisions set out in the Sick leave Article. For purposes of this Clause, illness or injury shall include medical disability related to pregnancy;

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

- 33.02 Where the employee commences maternity leave at a date later than eleven (11) weeks prior to the expected date of termination of the pregnancy, the

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

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

### **Adoption Leave**

- 33.04 An employee who adopts a child shall, subject to at least five (5) weeks’ notice to the Employer, be granted leave without pay for a period not to exceed fifty-two (52) weeks for the purpose of adoption. Such leave may not commence at a date earlier than one (1) week prior to the expected date of adoption.

The parties agree that it is not the intent for an employee to be granted adoption leave where there was a pre-existing relationship between the employee and the child being adopted.

- 33.05 The employee shall be required to furnish proof of adoption.
- 33.06 Where both parents are employees of the Arts Centre, they may both apply for adoption leave provided the combined total of such leave does not exceed fifty-two (52) weeks and is taken in a single continuous period by each of the employees.
- 33.07 Notwithstanding any other provision in this agreement an employee shall be granted at any time, at the employee’s option, up to three (3) days special leave with pay once only, to be taken within thirty (30) days of the adoption.
- 33.08 Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.

## **ARTICLE 34**

### **PARTNER SUPPORT LEAVE**

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

## **ARTICLE 35**

### **PREPAID LEAVE**

#### **Prepaid Leave Plan**

- 35.01 The purpose of this Prepaid Leave Plan is to afford employees the opportunity of taking a leave of absence for a period of one (1) year, and through deferral of their salary, finance the leave.

#### **Eligibility and Application Process**

- 35.02 Employees making application must have completed two (2) continuous years of employment at the Yukon Arts Centre.
- 35.03 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.
- 35.04 An interested employee must make written application no later than March 1, of each year. Such written applications are to be directed to the Executive Director.
- 35.05 The Employer will respond to the application by April 1, of each year. Such response will be in writing and shall clearly indicate acceptance or denial. The approval of individual requests to participate in the plan rests solely with the Employer. Such approval shall not be unreasonably withheld.

#### **Contract**

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

#### **Pay-out Formula**

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

- 35.08 The remaining percentage of the gross salary will be deducted in bi-weekly installments commencing with the first pay cheque of the month the employee's leave is to commence and will continue to be deducted for a period not to exceed sixty (60) months.
- 35.09 All deferred salaries will be held in trust in an interest bearing account. The interest earned will accrue to the benefit of the participant.
- 35.10 In the year of the leave, the amount accumulated in the previous years will be paid to the employee in equal bi-weekly installments. The residual amount will continue to earn interest and any adjustment of accumulation will be paid on the twenty-sixth (26) installment.
- 35.11 An employee's benefits will be maintained during their leave.
- 35.12 The period of the leave shall be counted for seniority. Leave provisions shall not accrue during the period of leave.
- 35.13 Time spent on such leave shall not be counted for pay increment purposes.

#### Withdrawal from Plan

- 35.14 An employee may withdraw from the Plan only for financial reasons beyond their control and provided notice is given at least ninety (90) calendar days prior to the date on which the leave was to have commenced. Any exceptions to the aforesaid shall be at the discretion of the Employer.
- 35.15 An employee who withdraws from the Plan shall be paid a lump sum amount equal to any monies deferred plus interest accrued. Payment shall be made within sixty (60) calendar days of withdrawal from the Plan.
- 35.16 Should an employee die while participating in the Plan, any monies accumulated, plus interest accrued at the time of death, shall be paid to the employee's estate.
- 35.17 Any payment shall be subject to the Income Tax laws respecting lump sum payments.

#### Return to Position

- 35.18 An employee who is granted leave under this Plan shall have the right to return to their former position upon the termination of such leave.
- 35.19 The employee shall confirm their return date at least two (2) months prior to the expected date of return.

#### Administration

- 35.20 Employees shall elect one of the following options:
- a) deferral of thirty-three and one third per cent (33 1/3%) of annual salary per program year (the year commencing on the first work day following the summer break), with the fourth (4<sup>th</sup>) year as prepaid leave; or
  - b) deferral of twenty-five per cent (25%) of annual salary per program year (the year commencing on the first work day following the summer break), with the fifth (5<sup>th</sup>) year as prepaid leave; or

- c) deferral of twenty per cent (20%) of annual salary per program year (the year commencing on the first work day following the summer break), with the sixth (6<sup>th</sup>) year as prepaid leave.

35.21 The leave period shall commence at the beginning of the program year following the deferral period.

35.22 Leave period is one (1) year.

### **ARTICLE 36**

#### **LEAVE OF ABSENCE**

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

### **ARTICLE 37**

#### **LAY-OFF**

37.01 Where it is necessary to lay-off a Full Time or Part Time member of the bargaining unit, then one (1) month notice or pay in lieu of notice will be given.

37.02 An employee affected by a lay-off has the right to bump laterally or downward provided she is senior to the incumbent and is capable of immediately performing the job.

37.03 Subject to clause 37.04 below, employees will be laid-off in reverse order of seniority by classification.

37.04 Lay-offs may be based on criteria other than seniority where:

- (a) the union consents to the particular lay-off, or
- (b) the Labour Management Relations committee has unanimously adopted a different system for determining the order of lay-offs for the Centre.

37.05 An employee may bump another employee with less seniority in a former classification provided she is qualified to do the job.

37.06 Employees must be recalled in the order of their seniority into the classification they were laid-off from unless:

- (a) the union other wise consents, or
- (b) the Labour Management Relations Committee has unanimously adopted a different system of recall of laid-off employees for the Centre.

- 37.07 No new employee may be hired until those laid-off have been given a reasonable opportunity of recall to an existing or new position for which they are qualified.
- 37.08 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 lay-off depending on the employee's wishes, subject to any statutory restrictions on the employer.
- 37.09 An employee who is not recalled within one year of being laid-off is deemed to be terminated.
- 37.10 In the event that a lay-off becomes necessary, the employer will notify the union and will consult with the union about the application of this Article.

### **ARTICLE 38**

#### **LABOUR - MANAGEMENT RELATIONS COMMITTEE**

- 38.01 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 once each month 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.
- 38.02 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.
- 38.03 Time spent by employees in carrying out the functions of the Committee shall be considered to be time worked.
- 38.04 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 39**

#### **NO STRIKES OR LOCKOUT**

- 39.01 The employer agrees that it will not cause or direct any lockout of its employees during the term of this agreement.
- 39.02 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.

- 39.03 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 40**

#### **MANAGEMENT RIGHTS**

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

#### **ARTICLE 41**

#### **REGISTERED RETIREMENT SAVINGS PLAN**

- 41.01 Effective April 1, 2004, full-time and part-time employees may choose to be enrolled in the Employer's Group Registered Retirement Savings Plan.
- 10.4 Effective April 1, 2007, the Employer shall deduct two and one half percent (2.5%) 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 two and one half percent (2.5%) of the employee's gross pay for each bi-weekly pay and deposit such monies with the Group Registered Retirement Savings Plan holder.
- 10.5 Effective April 1, 2008, the Employer shall deduct three percent (3%) of the employee's gross pay for each bi-weekly pay and deposit such deduction with the Group Registered Retirement Savings Plan holder. In addition the Employer shall match the three percent (3%) of the employee's gross pay for each bi-weekly pay and deposit such monies with the Group Registered Retirement Savings Plan holder.

## ARTICLE 42

### DURATION, RENEWAL AND RETROACTIVITY

- 42.01 This agreement shall be binding and remain in effect from April 1, 2006 to March 31, 2009.
- 42.02 Unless otherwise specified, all provisions of this Agreement take effect on namely April 1, 2006.
- 42.03 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.
- 42.04 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.
- 42.05 This Agreement may be amended by mutual consent.
- 10.4 Where notice to commence collective bargaining has been given under Clause 42.04, 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.

## ARTICLE 43

### SOCIAL JUSTICE FUND

- 43.01 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.

SIGNED at the City of Whitehorse, in Yukon, this \_\_\_\_ day of \_\_\_\_\_, A.D. 2006.

Yukon Arts Centre

Public Service Alliance of Canada

\_\_\_\_\_  
Chris Dray  
Executive Director

\_\_\_\_\_  
Jim Brohman  
Negotiator

\_\_\_\_\_  
Scott Marsden  
Gallery Curator

\_\_\_\_\_  
Corrie Gallienne  
Member

\_\_\_\_\_  
Patrick Matheson  
Technical Director

\_\_\_\_\_  
Bob Peacey  
Member

\_\_\_\_\_  
Jean-Francois Des Lauriers  
Regional Executive Vice President