



**Canada Council  
for the Arts**

**Conseil des Arts  
du Canada**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CANADA COUNCIL**

**AND**

**THE PUBLIC SERVICE ALLIANCE**

**OF CANADA**



**EXPIRY DATE: JUNE 30, 2011**

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## ARTICLE 1: PURPOSE AND SCOPE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Canada Council, the Union and the employees and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining.
- 1.02 The parties of this Agreement recognize the mission and the core values of the Council. Working together to fulfil this mission, the parties share a desire to improve the quality of the Council's services to clients, to maintain professional standards and to promote the well-being of the Council, and the well-being and job satisfaction of its employees. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed. In administering this agreement, the parties will work together and exhibit mutual trust, understanding, sincerity, and co-operation. Should differences or misunderstandings occur, the parties will resolve them promptly through full and open discussions within the terms of the appropriate dispute resolution process.

## ARTICLE 2: INTERPRETATIONS AND DEFINITIONS

- 2.01 For the purposes of this Agreement:
- (a) **Bargaining unit** means the employees of the Council described in Article 4 of this Agreement;
  - (b) **Continuous employment** means uninterrupted employment with the Canada Council. For employees hired prior to September 1991, continuous service shall commence as of the date indicated in Appendix B. This service shall be credited to the employee and will continue to accrue, along with additional service with the Council;
  - (c) **Council** means the Canada Council as established under the *Canada Council Act*;
  - (d) **Date of signing** means the date as referenced on the signature page to this Agreement;
  - (e) **Day** means a calendar day unless otherwise specified;
  - (f) **Day of rest** in relation to an employee means a day, other than a holiday, on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of his/her being on leave;

- (g) **Employee** means a person who is a member of the bargaining unit as defined in Article 4 and shall include:
- i) **Regular full-time employee** means an indeterminate employee who regularly works 37.5 hours per week on average;
  - ii) **Regular part-time employee** means an indeterminate employee who regularly works less than 37.5 hours per week;
  - iii) **Term employee** means an employee hired for a defined period of at least six (6) months duration;
  - iv) **Casual employee** means an employee who is hired for a defined period of less than six (6) months, or is assigned work on an intermittent basis;
- (h) **Gender:** Where the masculine gender is used it shall be considered to include the feminine gender unless any provision of the Agreement states otherwise. In this Agreement, words importing the masculine gender shall include the feminine gender and vice versa;
- (i) **Leave year** means April 1 to March 31;
- (j) **Local** means Local 70409 of the Union;
- (k) **Membership dues** means the dues established by the Union as the dues payable by its members as a consequence of their membership in the Union, and shall not include any initiation fee, or special levy;
- (l) **Monthly work schedule** is an authorized work schedule where an employee works an average of 37.5 hours per week over a one month period;
- (m) **Parties** means the Canada Council and the Union;
- (n) **Partner** means the legal spouse or common law partner (with whom the employee has resided for one year and has represented as his/her partner), of the same or opposite gender;
- (o) **Union** means the Public Service Alliance of Canada;
- (p) **Union Representative** : an employee appointed by the Union pursuant to Article 7;

- (q) i) **Weekly rate of pay** means the employee's annual rate of pay divided by 52.176;
- ii) **Daily rate of pay** means the employee's weekly rate of pay divided by 5;
- ii) **Hourly rate of pay** means the employee's daily rate divided by 7.5.
- (r) **Immediate Family** means father, mother, brother, sister, partner, child (including foster child or child of legal or common-law partner), stepfather, stepmother, mother-in-law, father-in-law, foster parent, grandchild, grandparent or any relative permanently residing in the employee's household or with whom the employee permanently resides.

2.02 Except as otherwise provided for in this Agreement, expressions used in this Agreement, if defined in the *Canada Labour Code*, have the same meaning as given to them in that Code.

### ARTICLE 3: APPLICATION

- 3.01 The provisions of this Agreement apply to the Union, the employees, and the Council.
- 3.02 Both the English and French texts of this Agreement shall be official.

### ARTICLE 4: RECOGNITION

- 4.01 The Council recognizes the Public Service Alliance of Canada as the exclusive bargaining agent for the employees as described in the Canada Labour Relations Board Order dated February 19, 1997 and amended to read as follows:

...“all employees of The Canada Council excluding Section Heads, Director of Endowments and Prizes , secretary-general (UNESCO), executive secretary (Public Lending Right Commission), Director of Art Bank, and those above, and all employees in Human Resources, Finance and Administration Services and those employees performing administrative support functions.”

- 4.02 Work normally and regularly performed by an employee in the bargaining unit shall not be regularly performed by another Council employee outside the bargaining unit unless that work also forms a *bona fide* part of the employee's duties.
- 4.03 The Council agrees that there shall be no intimidation or discrimination against any employee by reason of his/her membership in the Union and the Union agrees that there shall be no intimidation or discrimination on its part towards any employee or the Council.

#### **ARTICLE 5: MANAGEMENT RIGHTS**

- 5.01 The Union recognizes the right of the Council to operate and manage the affairs of the Canada Council in all respects.
- 5.02 The right to hire, manage the workforce and to maintain order and efficiency is the exclusive responsibility of the Council provided there is no conflict with the terms of this Agreement.
- 5.03 The Council agrees to exercise its managerial rights and functions in a manner that is fair, reasonable and consistent with this Agreement.
- 5.04 All the functions, rights, powers and the authority which the Council has not specifically abridged or modified by this agreement are recognized by the Union as being retained by the Council.
- 5.05 The Council and the Union agree that this document embodies all agreements that exist between them and that any term, condition, or matter affecting Council-employee relations not specifically relinquished or released in this contract, is hereby reserved and exclusively vested in the Council.

#### **ARTICLE 6: CHECK-OFF**

- 6.01 The Council will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit, and remit the amount to the Union in accordance with Clause 6.06.
- 6.02 The Union shall inform the Council in writing of the authorized monthly deduction to be checked off for each employee in the bargaining unit. It is the responsibility of the Union to provide reasonable notice to its members and the

Council in advance of any change in its monthly dues. The Council will not retroactively collect dues.

- 6.03 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 Council shall not make such deductions from subsequent salary.
- 6.04 No trade union, other than the Union, shall be permitted to have membership dues and/or other amounts deducted by the Council from the pay of employees in the bargaining unit while the Union remains the certified bargaining agent for the employees in the bargaining unit.
- 6.05 For the purpose of applying Clause 6.01, deductions from pay for each employee in respect of each month will start with the first full month of employment to the extent that earnings are available.
- 6.06 The amounts deducted in Clause 6.01 shall be remitted to the Comptroller of the Union by cheque within thirty (30) days after deductions are made and shall be accompanied by particulars identifying:
- a) names of all employees for whom deductions have been made;
  - b) the deductions made on his/her behalf; and
- 6.07 The Council agrees to set out the amount of Union dues paid by each Union member on his/her T-4 slip.

## **ARTICLE 7: UNION REPRESENTATIVES**

- 7.01 The Council acknowledges the right of the Union to appoint employees as representatives.
- 7.02 The Union shall determine the areas of jurisdiction of each representative, having regard to the Council's plan of organization and the distribution of employees.
- 7.03 The Union shall provide the Council with a list of the names of its Union Representatives, their positions, and any limitations on their authority, and will inform the Council of any revision to the list that may be made from time to time. The Council shall provide the Union, upon request, with a list of

