

**First Collective Agreement**  
**between the**  
**Public Service Alliance of Canada**  
**and the**  
**Town of Watson Lake**

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**Article 1**  
**Purpose of Agreement**

- 1.01 The purpose of this Collective Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.02 The parties to this Collective Agreement share a desire to promote the well-being, and increase the productivity of the employees to the end that the Employer will be well and efficiently served. 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.

**Article 2**  
**Interpretation and Definitions**

- 2.01 (a) "Abandonment" means the failure of an employee to report for work for three (3) 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) "Allowance" means compensation payable to an employee
- (c) "Bargaining Unit" is the unit of employees for which the Union is recognized as the bargaining agent in Clause 4.01;
- (d) "Chief Administrative Officer" (C.A.O.) means an employee of the Town of Watson Lake as defined in Section 188 of Municipal Act.
- (e) "Classification" is a level within an occupational group and all positions allocated to a specific level within an occupational group are designated as belonging to that classification.
- (f) "Consultation" means a process of joint deliberations with the objective being that the parties disclose all relevant information and engage in rational and informed discussion on the topics. While the consultation process is intended to assist the parties in arriving at reasoned and informed decisions, it does not require that agreement must be reached before the parties, or either of them, can exercise their respective rights. The introduction of new or amended policies cannot amend, alter or modify any rights, benefits or privileges provided in this Agreement.
- (g) "Continuous Service" and "Continuous Employment" mean uninterrupted employment with the Employer, and for employees also includes those periods of time when seniority is accrued or retained.

- (h) "Council" means the Council of the Town of Watson Lake.
- (i)
  - (1) "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 of absence.
  - (2) When the first and second or subsequent day of rest is consecutive, "second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the employee's next regular shift.
- (j) "Double time" means twice (2X) the straight-time rate.
- (k) "Employee" means a member of the Bargaining Unit, and the categories of employees are:
  - (1) "Regular permanent full-time employee" means an employee who works the full hours of work specified in Article 42 of the Collective Agreement.
  - (2) "Regular permanent part-time employee" means an employee whose scheduled work hours are less than those specified in the Collective Agreement for regular full-time employees. The written offer of employment will include the proportion of full-time hours that apply.
  - (3) "Term" employee means an employee who is hired on a temporary basis in excess of three months for a full-time or part-time position, for a specified period of time, to replace an employee on a leave of absence or for limited term work. The period of time shall be clearly stated in a written offer of employment at the time of hiring. Term employees will only be used in situations where there is no reasonable expectation of the position being filled on a regular on-going basis. Consecutive renewals of term appointments will only be made where it is necessary in order to staff for the continuing absence of an employee, or where a special program or project is being extended for a limited period.
  - (4) "Casual" employee is one who is employed for an unspecified period, for use on an on-call basis in situations where the expectation is that the work will not be required for more than three (3) consecutive months.
  - (5) "Seasonal" employee means an employee for work of a temporary nature for a period of less than 12 months.
  - (6) "Probationary employee" means a person who is employed for work for a permanent nature during the probationary period described in Appendix "A".

- (l) "Employer" means the Town Council of Watson Lake.
- (m) "Fiscal year" means the period of time from January 1<sup>st</sup> to December 31<sup>st</sup>.
- (n) "Grievance" means a complaint in writing that concerns the interpretation, application, administration or operation of the Collective Agreement, submitted by an employee, group of employees, the Union, or the Employer.
- (o) "Holiday" means:
  - (1) The **twenty-four (24)** hour period commencing at 00:01 hours of a day designated as a paid holiday in the Collective Agreement.
  - (2) However, in the case of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked;
    - (A) On the day it commenced where half ( $\frac{1}{2}$ ) or more of the hours worked fall on that day; or
    - (6) On the day it terminates where more than half ( $\frac{1}{2}$ ) of the hours worked fall on that day.
- (p) "Increment date" means the anniversary date of the commencement of employment.
- (q) "Layoff" means a cessation of employment as a result of a lack of, or reduction in, the amount of work required to be performed.
- (r) "Leave of Absence" means permission to be absent from duty.
- (s) "May" shall be regarded as permissive, "shall" and "will" as imperative, and "should" as informative only.
- (t) "Overtime" means:
  - (1) Time worked by an employee in excess or outside of the daily regularly scheduled hours of work as appropriate for their position;
  - (2) Time worked in excess or outside of the regularly scheduled weekly hours of work as appropriate for their position.
- (u) "Rates of Pay" are:
  - (1) "Weekly Rate of Pay" means an employee's annual salary divided by **52.176**.
  - (2) "Bi-weekly Rate of Pay" means an employee's annual salary divided by **26.088**.
  - (3) "Daily Rate of Pay" means:

- (A) In the case of an employee who is paid an annual salary, his/her bi-weekly rate of pay divided by ten (10); and
  - (B) In the case of an employee who is paid by the hour, his/her hourly rate of pay times his/her normal number of hours worked per day.
- (4) "Hourly Rate of Pay" means the annual salary divided by 1820 or 2080 whichever is appropriate.
- (v) "Representative" means an employee who has been elected or appointed as an area Steward or who represents the Union at meetings with management.
  - (w) "Resignation" means a voluntary notice given in writing by an employee to the Employer, that the employee is ending his/her employment.
  - (x) "Spouse" means a person to whom an employee is legally married, or a person with whom an employee has cohabited continuously for more than one year immediately before the date in question, and whom has been identified in writing to the Employer as the employee's spouse, regardless of gender.
  - (y) "Straight time rate" means the applicable basic hourly rate of compensation specified in this Agreement, exclusive of allowances.
  - (z) "Time and one-half" means one and one-half times (1.5X) the straight-time rate.
  - (aa) "Union" means the Public Service Alliance of Canada and/or the Yukon Employees Union.

Except as otherwise provided in this Agreement, expressions used in this Agreement:

- (a) if defined in the **Labour Standards Act**, or in the Regulations thereof, have the same meaning as given to them in the **Labour Standards Act**; and
- (b) if defined in the **Interpretation Act**, but not defined elsewhere in this Agreement or in the **Labour Standards Act**, or in the Regulations thereof, have the same meaning as given to them in the **Interpretation Act**.

#### Number and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the fact or context requires this and with regard to the provisions of this Agreement.

### **Article 3** **Application**

- 3.01 The provisions of this Collective Agreement apply to the Union, the employees and the Employer.
- 3.02 No employee covered by this Agreement shall be required or permitted to make a written or oral Agreement with the Employer or its representatives, which conflicts with the terms of this Agreement.

### **Article 4** **Recognition**

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees as described in the Certification Order No. 9493-U issued by the Canada Industrial Relations Board dated the 7<sup>th</sup> day of August, 2008.
- 4.02 The Employer shall advise prospective employees that the workplace is unionized.

### **Article 5** **Future Legislation**

- 5.01 In the event that any law passed by Parliament of Canada or the Legislative Assembly of Yukon renders null and void or alters any provision of the Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision.

#### **Conflict of Provisions**

- 5.02 Where there is any conflict between the provisions of this Agreement and any regulation, direction or other instrument dealing with the terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail, unless the Employer is compelled by law to issue and enforce such regulation, direction or other instrument.

### **Article 6** **No Strikes and Lockouts**

- 6.01 The employer agrees that it will not cause or direct any lockout of its employees during the term of this agreement.
- 6.02 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.



- 6.03 Employees covered by this agreement shall have the right to refuse to cross a picket line. No employee shall be disciplined by the employer for exercising the right guaranteed in this clause.

## **Article 7** **Management Rights**

- 7.01 Except to the extent provided herein, this Collective Agreement in no way restricts the authority of the Employer to operate and manage the Town of Watson Lake. The Employer agrees to administer their rights in a fair and reasonable manner.
- 7.02 The C.A.O. shall, under the direction of Council supervise and direct the employees of the Town

## **Article 8** **Employer Directives**

- 8.01 The Employer shall provide the Union and it's Representative with a copy of all personnel directives which are intended to clarify the interpretation or application of the Agreement.

## **Article 9** **Human Rights**

### 1.2 Discrimination

- 9.01 The Union, the Employer, and the employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, political affiliation, conviction for an offence for which a pardon has been granted, or union membership or activity or for exercising their rights under the Agreement.
- 9.02 The Employer shall make every reasonable effort to find alternate employment within its employ for an employee who becomes unable to carry out his/her normal work functions as a result of a physical or mental disability arising as a result of his/her employment with the Employer.

### Equal Pay for Work of Equal Value

- 9.03 The Employer agrees to recognize the principle of equal pay for work of equal value regardless of the sex of the employee.

### Freedom from Harassment

- 9.04 "Personal Harassment" means any improper behaviour by a person employed by the Town that is directed at and offensive to another person employed by the Town, and which the first person knew, or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment or display that demeans, belittles or causes personal humiliation or

embarrassment to the recipient.

- 9.05** "Abuse of authority" means an individual's improper use of power and inherent in the position held, by means of intimidation, threats, blackmail or coercion. This compromises actions which endanger an employee's job, undermine an employee's ability to perform the job or threatens the economic livelihood of an employee. However, it shall not include legitimate exercise of an individual's supervisory power or authority.
- 9.06** "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature
- (a) that is likely to cause offence or humiliation to any employee;
  - (b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 9.07** The Employer will make every reasonable effort to ensure that no employee is subjected to sexual harassment.
- 9.08** The Employer will take such disciplinary measures as the Employer deems appropriate against any person under the Employer's direction who subjects any employee to sexual harassment.
- 9.09** Complaints of sexual harassment shall be brought to the attention of the Chief Administrative Officer. An employee may be assisted by the Union in making a complaint. If the Chief Administrative Officer is the subject of the complaint, it will be brought to the attention of the Administrative Committee of Council (excluding the Chief Administrative Officer).
- 9.10** The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.

#### Freedom from Workplace Violence

- 9.11** "Workplace violence" means any incident in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or verbal nature.
- 9.12** The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 9.13** No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties.
- 9.14** The Employer will take such disciplinary measures as the Employer deems appropriate against any person under the Employer's direction who subjects any employee to workplace violence.

- 9.15 Complaints of workplace violence shall be brought to the attention of the Chief Administrative Officer. An employee may be assisted by the Union in making a complaint. If the Chief Administrative Officer is the subject of the complaint, it will be brought to the attention of the Administrative Committee of Council (excluding the Chief Administrative Officer).
- 9.16 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.

#### Religious Observance

- 9.17 An employee may, in accordance with the provisions of this Agreement, request annual leave, lieu time, or leave without pay in order to fulfill his/her religious obligations.

### **Article 10** **Appointment of Representatives**

- 10.01 The Employer acknowledges the right of the Union to appoint employees as Representatives.

### **Article 11** **Union Access to Employer Premises**

- 11.01 Upon reasonable notification (48 hours where possible) the Employer shall permit access to its work premises of an accredited Representative of the Union.

### **Article 12** **Time Off for Union Business**

#### Conciliation or Arbitration Hearings (Disputes)

- 12.01 (a) The Employer will grant leave with pay to any employee whose presence is essential to representing the Union before a conciliation or arbitration hearing.

#### Employee Called as a Witness

- (b) The Employer will grant leave with pay to an employee called as a witness before a conciliation or arbitration hearing.

#### Arbitration Hearings (Grievances)

- 12.02 (a) The Employer will grant leave with pay to an employee, who is party to a grievance before an arbitration hearing, to attend the arbitration hearing, except while such employee is on suspension without pay.

#### Employee Called as a Witness

- (b) The Employer will grant leave with pay to a witness called by an employee, who is party to a grievance before an arbitration hearing, to attend the arbitration hearing.

**12.03** Where an employee and his/her Representative meet pursuant to Clause **12.09** or in order to resolve a grievance, he shall be granted reasonable time off with pay. Before attending such a meeting the employee shall obtain the permission of his/her immediate supervisor prior to leaving his/her place of work. Such permission shall not be unreasonably denied.

#### Contract Negotiations Meetinns

**12.04** The Employer will grant leave with pay for three (3) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

#### Preparatory Contract Negotiations Meetinns

**12.05** The Employer will grant leave with pay for three (3) employees for a maximum of one (1) day each to attend preparatory negotiations meetings.

#### Meetings between the Union and Management

**12.06** The Employer will grant leave with pay to a maximum of three (3) employees who are meeting with management on behalf of the Union.

#### Employee Organization Executive Council Meetings, Congresses and Conventions

**12.07** Where operational requirements permit, the Employer will grant reasonable leave without pay to a maximum of two (2) employees to attend executive council meetings and conventions of the Alliance, the Yukon Employees Union, the Canadian Labour Congress and the Yukon Federation of Labour.

#### Representatives Training Course

**12.08** Where operational requirements permit, the Employer will grant reasonable leave without pay to a maximum of two (2) employees who have been appointed as Representatives of the Union to undertake training related to the duties of a Representative.

#### Time-off for Representatives

**12.09** A Representative shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate a grievance, to meet with management for the purpose of dealing with grievances, and to attend meetings called by management. Such permission shall not be unreasonably denied.

**12.10** The Representative shall make every reasonable effort to report back to his/her supervisor before resuming his/her normal duties.

- 12.11** Where operational requirements permit and upon reasonable notice, the Employer will grant leave without pay for a reasonable number of employees:
- (a) to participate as delegates to constitutional conferences or other similar forums mandated by Federal or Territorial legislation; and
  - (b) to present briefs to commissions, boards or hearings that are mandated by Federal or Territorial legislation and whose area of interest is of concern to organized labour.

#### Leave for Union Office

- 12.12** Employees elected to the governing executive of the Union, the Alliance or the Yukon Federation of Labour shall, upon application, be granted leave of absence for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.
- 12.13** Such employees shall advise the Employer as soon as possible when an extension of their leave of absence is applicable due to re-election.
- 12.14** Upon termination of their leave of absence such employees shall be offered, at a minimum, the position they held with the Employer at the commencement of their leave. When such employees wish to invoke this clause they shall provide the Employer with three month notice of their intent to do so.
- 12.15** Notwithstanding Clause **12.14**, the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should they bid on a competition and be the successful candidate.
- 12.16** Subject to operational requirements, upon reasonable notification, the Employer shall grant leave without pay to a Union Representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis. Such employee will retain their continuous service, but shall not accrue further continuous service during their leave of absence.
- 12.17** Employees on leave under clauses **12.04**, **12.05** and **12.06** shall remain on payroll and the union will be invoiced for the loss of pay and benefits.

### **Article 13** **Check-Off**

- 13.01** Effective the first of the month following the signing of this Agreement, the Employer shall, as a condition of employment, deduct membership fees from the pay of all employees in the Bargaining Unit, which will be deducted from each paycheque to the extent that earnings are available.
- 13.02** The Alliance shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.

- 13.03 From the date of signing and for the duration of this Agreement, no employee organization, other than the Union, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 13.04 The amounts deducted in accordance with Clause 13.01 shall be remitted to the Comptroller of 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 his behalf.
- 13.05 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 arising out of an error committed by the Employer.
- 13.06 The Employer agrees to identify annually on each employee's T4 slip the total amount of membership fees deducted for the applicable year.
- 13.07 Subject to religious objection as provided for under the Canada Labour Code membership in the union is a term and condition of employment.

#### **Article 14** **Information**

- 14.01 The Employer agrees to provide the Union on a quarterly basis with information concerning the identification of each employee. This information shall include the name, address, job classification, rate of pay, social insurance number, and employment status of each employee. The Employer shall also indicate if any employees have been hired or transferred or whose employment has been terminated during the period reported.
- 14.02 The Employer shall notify the Union of all newly created classifications including its designation as to whether it is within or outside of the Bargaining Unit.

#### **Publication of Agreement**

- 14.03 The Employer and the Union will share equally all costs associated with the publication and distribution of this Agreement. The Union will facilitate the publication and distribution of this Agreement.
- 14.04 The Employer shall provide each employee with a copy of this Agreement.
- 14.05 The Employer shall provide each new employee with a copy of this Agreement upon his/her appointment.

#### **Article 15** **Provision of Bulletin Board Space and Other Facilities**

- 15.01 The Employer shall provide bulletin board space in its office and shop clearly identified for exclusive Union use.
- 15.02 The Employer may make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.

- 15.03 Upon request and approval of the C.A.O., the Employer shall make available to the Union and members of the Bargaining Unit a suitable meeting room to be used from time to time for the conducting of business relating to the Bargaining Unit.
- 15.04 The Employer will process any mail originating from the Union addressed to employees in accordance with the Employer's normal internal mail distribution system.
- 15.05 A Representative of the Union shall have the right to give each new employee an orientation of up to thirty (30) minutes and the Representative of the Union shall be given leave with pay for such purposes.

## **Article 16** **Processing of Grievances**

- 16.01 If he/she so desires, an employee may be assisted and/or represented by the Union at the complaint level and/or when presenting a grievance at any level.
- 16.02 An employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to his/her immediate supervisor who shall forthwith:
- (a) Forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
  - (b) Provide the employee with a receipt stating the date on which the grievance was received by him/her.
- 16.03 A grievance of an employee shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.
- 16.04 (a) Subject to (b) following, an employee who feels that he/she has been treated unjustly or considers himself/herself aggrieved by any action or lack of action by the Employer, is entitled to present a grievance in the manner prescribed in Clause 16.02.
- (b) Where there is an alternative administrative or statutory process through which the employee is entitled to pursue a complaint, then the employee may choose between that alternative process and this grievance procedure. The employee is not entitled to a duplication of process.
- 16.05 Complaint Stage:
- (a) The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. An employee who wishes to use the informal complaint stage must give notice of this intention to his/her supervisor within seven (7) calendar days of the action or event which is the subject of the complaint.
  - (b) If the informal discussions do not produce an agreed upon resolution within fourteen (14) calendar days of the date of the notice given in Clause (a) above, or such further time as the employee and the supervisor may agree to, then the

employee may file a formal grievance in accordance with Clause **16.06**.

- 16.06** Except as otherwise provided in this Agreement, a formal grievance shall be processed by recourse to the following steps:
- (a) Level 1  
Chief Administrative Officer
- 16.07** The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure, subject to Clause **16.01**.
- 16.08** An employee may present a grievance to the First Level of the procedure, in the manner prescribed in Clause **16.02** not later than twenty (20) working days after the date on which the final response on the complaint stage is received or on which he/she is notified orally or in writing or on which he/she first becomes aware of the action or circumstances giving rise to the grievance.
- 16.09** An employee may present a grievance at each succeeding level in the grievance procedure beyond the Complaint Stage either:
- (a) Where the decision or settlement is not satisfactory to him/her, within fifteen (15) working days after that decision or settlement has been conveyed in writing to him/her by the Employer; or
  - (b) Where the Employer has not conveyed a decision to him/her within the time prescribed in Clause **16.10**, within fifteen (15) working days from the date the Employer's response was due.
- 16.10** The Employer shall normally reply to an employee's grievance at Level **1** of the grievance procedure within twenty-one (21) calendar days after the grievance is presented.
- 16.11** Where an employee has been represented by the Union in the presentation of his/her grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 16.12** Where the provision of Clause **16.02** cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the recipient. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his/her grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.
- 16.13** The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Union representative.
- 16.14** Where it appears that the nature of the grievance is such that a decision cannot be given below the final level of authority, Level **1** may be eliminated by agreement between the Employer and the employee, and, where applicable, the Union.



- 16.15 Except as provided in Clause 16.19 (b), an employee may, by written notice to his/her immediate supervisor, abandon a grievance.
- 16.16 Any employee who fails to present a grievance to the next higher level within the prescribed time limits shall ~~be~~ be deemed to have abandoned the grievance unless, due to circumstances beyond his/her control, he/she was unable to comply with the prescribed time limits.
- 16.17 No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his/her grievance or refrain from exercising his/her right to present a grievance, as provided in the Collective Agreement.
- 16.18 Where an employee has presented a grievance up to and including Level 1 in the grievance procedure, and the grievance has not been dealt with to the employee's satisfaction, he/she may refer the grievance to arbitration in accordance with the arbitration procedure specified in this Agreement.

#### Arbitration

- 16.19 a) An employee must obtain the approval of the Union and be represented by the Union before a grievance can be referred to arbitration with respect to the application or interpretation of the Collective Agreement.
- (b) A grievance referred to arbitration can only be withdrawn by the employee with the prior approval of the Union.
- 16.20 In this Article 16 all references to "day" or "days" means calendar day or days and five (5) working days equals (7) calendar days or a calendar week.

### **Article 17** **Arbitration Procedure**

- 17.01 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.
- 17.02 Any arbitration arising out of this Agreement shall be conducted before a single arbitrator mutually agreed to by the parties.
- 17.03 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.
- 17.04 Within fourteen (14) 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 acknowledgment will also either confirm agreement for one of the proposed arbitrators, or propose a list of three names of alternative arbitrators.

- 17.05 If the parties have not agreed to an arbitrator within fourteen (14) days of receipt of the written acknowledgment, either party may, pursuant to the Canada Labour Code, request the Minister of Labour to make an appointment.
- 17.06 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.
- 17.07 The award of the arbitrator is final and binding upon the parties.
- 17.08 Each party shall also 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.
- 17.09 The time limits stipulated in this procedure may only be extended by mutual agreement between the parties. The Yukon Employees Union and Local President will be given a copy of the final level grievance response on the same day as the response is given to the employee.

## **Article 18** **Designated Paid Holidays**

- 18.01 (a) The following days are designated paid holidays for employees:
- (i) New Year's Day
  - (ii) Heritage Day
  - (iii) Good Friday
  - (iv) Easter Monday
  - (v) Victoria Day
  - (vi) Canada Day
  - (vii) Discovery Day
  - (viii) Labour Day
  - (ix) Thanksgiving Day
  - (x) Remembrance Day
  - (xi) Christmas Day
  - (xii) Boxing Day
- (b) Any day proclaimed by the Government of Canada as a National Holiday or the Yukon Territorial Government as a General Holiday other than a designated paid holiday mentioned in Clause 18.01 (a) above, shall be proclaimed as a designated paid holiday.
- (c) Where the Government of Canada or the Yukon Territorial Government changes the name of a designated paid holiday mentioned in Clause 18.01 (a) above, the former title shall be deemed to be deleted and the new title of the National Holiday shall be deemed to be inserted into the Collective Agreement.

### Holiday Falling on a Day of Rest

- 18.02 When a day designated as a holiday under Clause 18.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his/her day of rest, or the employee may request and if approved by the C.A.O., will be given another day off at a mutually agreed date.
- 18.03 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 18.02:
- (a) Work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest, and
  - (b) Work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

### 18.04 Designated Paid Holidays

Clause 18.01 (granting of designated holidays) does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated paid holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 12 (Time Off for Union Business), and in respect to whom the Union has certified that the employee was paid by the Union for Union business conducted on the working day immediately preceding and the working day immediately following the designated holiday.

- 18.05 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.
- 18.06 At the request of the employee, and where operational requirements permit, an employee shall not be required to work both Christmas and New Year's Day.

## **Article 19** **Leave – General**

- 19.01 When an employee is in receipt of an allowance and is granted leave with pay, he/she is entitled during his/her period of leave to receive the allowance.
- 19.02 During the month of October in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his/her sick, special, lieu time and vacation leave credits as at the end of the fiscal year.
- 19.03 When the employment of an employee who has been granted more vacation, sick or special leave with pay than he/she has earned is terminated, the employee shall be considered to have earned that amount of leave with pay granted to him/her provided that:
- (a) his/her employment is terminated by his/her death; or
  - (b) his/her employment is terminated by layoff.

- 19.04 When the Employer rejects an employee's application for leave the reasons for the rejection shall be provided to the employee in writing forthwith.
- 19.05 An employee's request for any leave will be responded to by the Employer within a reasonable period of time.
- 19.06 All leave shall be allocated in hours.

## Article 20 Vacation Leave

### Vacation Leave

- 20.01 (a) An employee is entitled to take vacation leave with pay, provided the employee has earned vacation leave credits
- (b) An employee with one or more years of service shall have his/her anticipated yearly vacation leave credits advanced January?" 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.
- 20.02 An employee who has received pay for at least ten (10) days in a calendar month shall earn vacation leave credits for that month at the following rates:

<u>Years of Continuous Service</u>	<u>Monthly Accrual Rate</u>
In the first and subsequent	1 2/3 days (20 working days)
In the fourth and subsequent	2 1/12 days (25 working days)
In the fifteenth and subsequent	2 1/2 days (30 working days)
In the twenty-sixth and subsequent	2 11/12 days (35 working days)

### Long Service Vacation Leave Benefits

- 20.03 (a) On the date an employee completes the qualifying period of continuous service with the Employer as set out below, he/she shall be entitled to five (5) days of additional vacation leave in the period prior to the next qualifying period.
- (b) An employee who has qualified for a long service vacation leave benefit and has not taken the leave before reaching the next qualifying period shall be paid out for any long service leave earned but not taken at that time.
- (c) Qualifying Periods of Continuous Service:
  - (i) Completion of five (5) but less than ten (10) years of continuous service;
  - (ii) Completion of ten (10) but less than fifteen (15) years of continuous service;
  - (iii) Completion of fifteen (15) but less than twenty (20) years of continuous service;

- (iv) Completion of twenty (20) but less than twenty-five (25) years of continuous service;
- (v) Completion of twenty-five (25) but less than thirty (30) years of continuous service; or
- (vi) Completion of thirty (30) but less than thirty-five (35) years of continuous service.

**20.04** Where, in respect of any period of vacation leave, an employee:

- (a) Is granted bereavement leave;
- (b) Is granted sick leave; or
- (c) Is granted special leave;

the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

**20.05** Where, at the end of any vacation year (December 31<sup>st</sup>), an employee has not used all vacation leave credits, the unused portion of vacation leave credits shall be carried over into the next vacation year up to a maximum of one (1) years entitlement. Vacation leave credits in excess of this maximum will be paid out in the first pay period following December 31<sup>st</sup>.

- 20.06** (a) The Employer shall make every reasonable effort to grant to an employee the period of vacation leave requested by him/her provided the employee has completed the appropriate vacation leave application form and submitted it to the Employer.
- (b) The Employer will reply to an employee's written authorized vacation leave request in (a) above, as soon as practicable with respect to the approval or disapproval of the request for vacation leave, and in any event, within three (3) weeks of the date of receiving the employee's written request. Where the Employer alters or disapproves the vacation leave request, the Employer shall give reasons in writing for such alteration or disapproval if requested in writing by the employee.
- (c) An employee whose period of vacation leave has been authorized, but due to operational requirements is subsequently denied, shall be reimbursed for non-refundable deposits forfeited as a result.

**20.07** On termination, an employee or his/her estate shall be paid cash for any vacation leave credits outstanding.

**20.08** (a) When, during a period of vacation leave, an employee is recalled to duty, he/she shall be reimbursed for reasonable expenses incurred as normally defined by the Employer in the Travel Policy, in proceeding to his/her place of duty. In addition the employee shall be reimbursed for any non-refundable deposits forfeited as a result of recall. If he/she immediately resumes vacation upon

completing the assignment for which he/she was recalled, he/she shall be reimbursed for expenses incurred on the return trip.

- (b) The employee shall not be considered as being on vacation leave during any period in respect of which he/she is entitled under Clause 20.08 (a) to be reimbursed for reasonable expenses incurred by him/her.

20.09 An employee may, once in each calendar year, apply in writing to have an unused portion of his/her annual vacation leave paid out at his regular pay rate. Such annual vacation leave to be restricted to the carried over vacation leave as covered by Clause 20.05.

## **Article 21** **Sick Leave**

21.01 (a) Upon completion of thirty (30) calendar days of continuous service, all permanent employees shall be granted sick leave in accordance with the following conditions:

- (i) An employee who is sick shall notify his/her Department Head as soon as possible.
  - (ii) An employee shall be entitled to time ~~off~~ with pay for a bona fide non-occupational sickness or accident provided that the employee has sufficient leave credits.
  - (iii) Notwithstanding (ii) above, should it become apparent at any time that a pattern of absence is developing, the C.A.O. may request that an employee undergo an independent medical examination or that further medical evidence acceptable to the C.A.O. be furnished to substantiate any period of absence claimed to be illness. All costs associated with this clause shall be the responsibility of the Employer.
  - (iv) Sick leave shall be accumulated by an employee at the rate of pay of 1½ days per month to a maximum of one hundred and eight (108) days.
  - (v) Accumulated sick leave may be used by an employee who is receiving the Group Insurance Plan's Weekly Indemnity in such manner as to make up the difference between the Weekly Indemnity and the employee's regular wages.
- (b) Seasonal employees will be entitled to a maximum of twelve (12) days of unpaid sick leave, accumulated at the rate of one (1) day per month worked. A seasonal employee may be asked to provide acceptable medical certification when sick leave is taken.
  - (c) Casual employees shall not normally be entitled to sick leave, however circumstances may warrant unpaid time off for illness being agreed to by the C.A.O. and Department Head.

- (d) Upon completion of every six year period of continuous employment, 33 1/3 % of the employee's unused days of accumulated sick leave shall be paid to the employee (at the employee's rate of pay existing at that time), in the form of an investment in the Town's Retirement Program in existence at that time.
- (e) Where an employee does not participate in the Town's retirement program, this benefit shall be paid to the employee as cash, less appropriate tax deductions as determined by Revenue Canada.
- (f) Whenever the payment outlined in Section (d) takes place, the employee's accumulated sick leave shall be reduced by 33 1/3 %. Once reduced by 33 1/3 %, sick leave should continue to accumulate at the rate of 1 1/2 days per month to a maximum of one hundred and eight (108) days.

## **Article 22** **Special Leave**

- 22.01 (1) A regular employee, shall be credited with six (6) days special leave credits upon completion of his/her first year of service and upon completion of each continuous year of service thereafter up to a maximum of thirty (30) days.
- (2) Notwithstanding the above, a multiple of less than six (6) days may be credited to a regular employee where such lesser multiple will be necessary to either bring to the maximum or maintain the maximum credit of thirty (30) days.
- 22.02 Special Leave shall be granted up to the maximum credit of thirty (30) days and used for the following purposes:
- (1) Upon bereavement (and within 13 months of the death), or imminent bereavement, of an immediate family member (defined in Article 22.02 (1) (a) below), and within a period of twenty-four (24) months from the date of the death, for the purpose of attending a potlatch related to the death.
    - (a) Immediate family is defined as a mother, father, sister, brother (or alternately stepfather, stepmother, or foster parent), spouse, son, daughter, stepchild or ward of the regular employee, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandparent and grandchild, step parent, step children and any relative permanently residing in the regular employee's household or with whom the regular employee permanently resides.
  - (2) When an employee is required to care for his/her sick dependant(s) or a sick person permanently residing in his/her place of residence, or a sick mother or father or spouse.
  - (3) After the completion of one year's continuous employment with the Town of Watson Lake, and with at least five (5) days notice to the employer, on the occasion of the employee's marriage.

- (4) For medical, dental optometrist, chiropractor or counselling services, when it is not possible for the employee to arrange such appointments outside his/her normal hours of work.
  - (5) When an employee is required to travel outside of his/her headquarters area for a medical, dental, optometrist or chiropractor appointments, and when it is not possible for the employee to seek treatment or an appointment in his/her headquarters area or the employee has been referred by a duly qualified medical practitioner (including Community Nurse Practitioner), to a medical facility outside of his/her headquarters area.
  - (6) Leave on the birth of the employee's child where the employee is not accessing maternity or paternity leave at the same time.
  - (7) Leave, to be taken within thirty (30) days of the adoption, on the adoption of a child by the employee where the employee is not taking adoption leave at the same time.
  - (8) When an employee's dependant(s) require assistance to travel to Whitehorse or a facility outside the Yukon to seek emergency medical or dental treatment or to visit a non-resident medical specialist, and if it is not possible for the employee's dependant(s) to seek treatment or an appointment in the employee's headquarters area.
  - (9) Subject to operational requirements, for the purpose of attending interviews regarding a dependant's education.
  - (10) Other times when the employee is prevented from reporting for duty because of circumstances not directly attributable to the employee.
- 22.03 The regular employee shall provide necessary proof of the need for or the utilization of leave under this Article, excluding leave pursuant to Article 22.02 (1), (2),(3),(9), and (10), at the request of the Employer.
- 22.04 A regular employee is not eligible for Special Leave with pay for any period during which he/she is on leave of absence without pay or under suspension.
- 22.05 When a regular employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of five (5) days may, at the discretion of the Employer, be granted, subject to the deduction of such advance leave from any Special Leave credits subsequently earned.

## **Article 23**

### **Other Types of Leave**

#### **Court Leave**

- 23.01 Leave of absence with pay shall be granted to every employee, other than an employee on leave of absence without pay, laid off or on suspension, who is required:
- (a) to serve on a jury, including a jury selection process; or



- (b) by subpoena or summons to attend as a witness in any proceedings held:
  - (i) in or under the authority of a court of justice or before a grand jury;
  - (ii) before a court, judge, justice, magistrate, or coroner;
  - (iii) before the Senate or House of Commons of Canada, or a committee or commission of the Senate or House of Commons, otherwise than in the performance of the duties of his/her position;
  - (iv) before the Legislative Assembly, or any committee or commission thereof that is authorized by law to compel the attendance of witnesses before it;
  - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;
- (c) Notwithstanding any provisions of this article, the Employer may deduct from the regular pay of the employee any remuneration received by him/her as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred for such duty.

#### Public Service Leave

- 23.02 An employee, other than an employee on leave of absence without pay or under suspension, will be granted leave without pay:
- (a) to serve as a Justice of the Peace;
  - (b) to serve as a Coroner; or
  - (c) to participate in a public inquiry.

#### Leave Without Pay for Personal Needs

- 23.03 Leave without pay for personal needs may be granted, subject to operational requirements, to an employee for up to six (6) months.

#### Pregnancy, Adoption and Parental Leave

- 23.04 After completion of one (1) year of continuous employment, an employee shall be granted Pregnancy Leave without pay for a period not exceeding thirty-seven (37) weeks. Pregnancy Leave may begin before, on or after the expected date of termination of pregnancy ending no later than thirty-seven (37) weeks after the date of the termination of pregnancy. If the natural mother is also taking Parental Leave without pay, in addition to Pregnancy Leave, the leave must end no later than fifty-two (52) weeks after termination of pregnancy.
- 23.05 The employee shall notify the Employer in writing at least four (4) weeks prior to the date of termination of pregnancy that she wishes to take leave, except in extenuating circumstances such as pregnancy complications or premature birth and shall provide to the Employer a medical certificate certifying pregnancy.

- 23.06 After completion of one (1) year of continuous employment, an employee shall be granted Adoption leave without pay for a period not exceeding thirty-seven (37) weeks and shall also be granted fifteen (15) weeks Parental Leave without pay.
- 23.07 The employee shall notify the Employer, in writing, at least four (4) weeks prior to the commencement of the Adoption leave, except, in extenuating circumstances such as the sudden coming into care of an adopted child. The employee shall also provide to the Employer a copy of the adoption certificate or custody papers.
- 23.08 An employee is entitled to Parental leave without pay, if the employee:
- (a) has been employed by the Employer for one (1) continuous year;
  - (b) has submitted a written request for leave at least four (4) weeks prior to commencement of such leave;
  - (c) will remain at home to care for a newborn or newly adopted child; and
  - (d) makes a Statutory Declaration that the child is a bona fide dependant of the employee and resides with the employee.
- 23.09 Parental leave to a total maximum of thirty-five (35) weeks may be taken by either parent or by both parents, and is also available to adoptive parents.
- 23.10 Leave granted under this article shall be counted for the calculation of continuous employment for the purpose of calculating severance pay.
- 23.11 Where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance benefits she/he shall receive ninety-three percent (93%) of her/his weekly rate of pay during the two (2) week waiting period. An employee may be asked to provide proof that she/he has applied for and is entitled to receive Employment Insurance benefits. The provisions of this clause apply to maternity, adoption and parental leave.
- 23.12 An employee shall receive ninety-three percent (93%) of her weekly rate of pay for up to a maximum of fifteen (15) weeks, payment equivalent to the difference between the Employment Insurance Benefits that the employee received at the actual time of Maternity Leave and her weekly rate of pay. In addition an employee shall receive ninety-three percent (93%) of her/his weekly rate of pay for up to a maximum of fifteen (15) weeks, payment equivalent to the difference between the Employment Insurance Benefits that the employee received at the actual time of Parental Leave and her/his weekly rate of pay.

#### Emergency Leave

- 23.13 Notwithstanding any provisions for leave in this Agreement, the Employer may grant leave of absence with or without pay to an employee in an emergency or unusual circumstances.

### Leave Without Pay

- 23.14 With the C.A.O.'s advance approval, leave without pay may be granted to an employee under special circumstances where in the opinion of the C.A.O. the operational efficiency of the department will not be adversely affected.

### Leave of Absence

- 23.15 With the approval of the C.A.O. a Leave of Absence may be granted without pay benefits for a period of up to six (6) months to an employee who applies for same in writing. On returning to work, the employee will be guaranteed the same rate of pay they were receiving when the Leave was granted, but will not necessarily be offered the same position.
- 23.16 The Town will not be responsible for payment of the employees' Group Insurance Program Premiums while they are on Leave of Absence and benefits will not accrue, ~~time-off~~ will not be considered for the calculation of continuous service and continuous employment.

## **Article 24** **Prepaid Leave Plan**

### Prepaid Leave Plan

- 24.01 The purpose of the 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

- 24.02 (1) Employees making application must have completed ~~two~~ (2) continuous years of employment with the Town.
- (2) An interested employee must make written application no later than May 1 each year. Such written application is to be directed to the C.A.O.
- (3) The C.A.O. will respond to applications by June 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

- 24.03 All employees wishing to participate in the Plan shall be required to sign an approved contract as per Appendix "C" before approval for participation is granted.

### Payment Formula

- 24.04 (1) In each year preceding the year of leave, the employee will be paid a reduced percentage of applicable annual salary.

- (2) The remaining percentage of the gross annual salary will be deducted in **bi-weekly** instalments 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.
- (3) All deferred salaries will be held in trust in an interest bearing account. The interest earned will accrue to the benefit of the participant.
- (4) In the year of leave, the amount accumulated in the previous years will be paid to the employee in equal **bi-weekly** instalments. The residual amount will continue to earn interest and any adjustment of accumulation and will be paid on the **twenty-sixth** instalment.

### Benefits

- 24.05** (1) While an employee is enrolled in the Prepaid Benefit Plan, and not benefits tied to the salary level shall be structured according to the salary the employee would have received had they not been enrolled in the Plan.
- (2) An employee's benefits will be maintained during their leave.
  - (3) While on leave, any benefits tied to salary level shall be structured according to the salary the employee would have received had they not enrolled in the Plan.
  - (4) The period of leave shall not be counted for continuous service, nor shall any other leave provisions accrue during the period of leave.
  - (5) Time spent on such leave shall not be counted for pay increment purposes.
  - (6) Weekly indemnity insurance, long term disability insurance and sick leave do not apply in the event of a disabling injury arising out of alternate employment.

Notwithstanding the above, the conditions of the carriers of the benefit plans shall prevail.

### Withdrawal from Plan

- 24.06** (1) An employee may withdraw from the Plan only for financial reasons beyond their control and provided that 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 Town.
- (2) 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.
  - (3) 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 employees estate.

- (4) Any payment shall be subject to the Income Tax laws respecting lump sum payments.

Deferral

- 24.07 The leave may be postponed for one (1) year by the Employer for operational reasons, provided the employee is advised not later than ninety (90) calendar days prior to the date the leave was to have commenced.

Return to Position

- 24.08 (1) 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.
- (2) The employee shall confirm their return date at least two (2) weeks prior to the expected date of return.

**Article 25**  
**Short Term Leave for Training Purposes**

- 25.01 Leave without pay to take advanced or supplementary professional, technical training or other educational purposes related to career development up to one academic year may be granted by the Employer to employees upon written application.
- 25.02 At the Employer's discretion full or partial financial assistance in respect of salary and benefits, tuition, travelling and other expenses may be granted during such leave where:
- (a) the employee has become technically obsolete and requires retraining to satisfactorily carry out the work assigned to him/her; or
  - (b) the courses are required to keep the employee abreast of new knowledge and techniques in his/her field of work; or
  - (c) qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees.
- 25.03 Subject to prior approval by the Employer, where an employee provides the Employer with evidence that he/she has successfully completed a course the Employer shall reimburse the employee for tuition fees paid by him/her if the course is of value to the employee's work and does not require him/her to be absent from duty.
- 25.04 Under this Article, leave with full or partial financial assistance in respect of salary will carry with it the obligation for the employee to return after leave to work for the Employer for a period equivalent to the leave. In the event that the employee fails to return to work for the Employer for such equivalent period, all financial assistance extended to the employee under this Article may be recovered by the Employer pro rated to the portion of the equivalent period not worked.

- 25.05 Where a request for leave under this article has been submitted by an employee, the Employer shall, within sixty (60) calendar days from the date of the employee's submission, advise the employee whether his/her request has been approved or denied.

## **Article 26** **Injury on Duty Leave**

- 26.01 (1) A permanent employee shall be granted Injury-On-Duty Leave with pay for a maximum of four (4) weeks when the Yukon Workers' Compensation Health and Safety Board (YWCH&SB) has determined that they are unable to perform their duties because of any injury accidentally received at work or illness resulting from the nature of their job.
- (a) Where paid Injury-On-Duty Leave is granted, the employee shall assign or pay the Employer all payment or compensation for loss of wages received from the YWCH&SB covering that period.
  - (b) At the end of the paid Injury-On-Duty Leave period, the employee will be granted unpaid Injury-On-Duty leave for such time as they are in receipt of YWCH&SB compensation benefits.
- (2) All leave and benefits will remain as accrued while a permanent employee is absent on Injury-On-Duty leave, however while on unpaid Injury-On-Duty leave the employee will not accrue sick, special or vacation leave. Time spent on Injury-On-Duty leave will be deducted from accrual for travel allowance and length of employment calculations. The employee may request payout of accrued benefits such as vacation pay or banked time while they are on leave.
- (a) Within limitations set by the plan provider, the Employer will be responsible for payment of the employees' Group Insurance Program premiums while they are on unpaid Injury-On-Duty Leave.
- (3) When an employee has been granted sick leave with pay and YWCH&SB compensation is subsequently approved for the same injury or illness, the employee shall assign or pay to the Employer all payment or compensation received from the YWCH&SB covering that period and the sick leave shall be credited back to the employee.
- (4) Casual or other employees not eligible for paid Injury-On-Duty Leave may be granted unpaid leave for such reasonable period as may be determined by the C.A.O. and their Department Head. If the employee remains unable to return to work at the end of that period they may be laid off "due to illness or injury" or "due to shortage of work" as appropriate.

## Article 27 Overtime

27.01 In this Article:

- (a) "Overtime" means work performed by an employee before or after or in excess of his/her regularly scheduled hours of work;
- (b) "Straight time rate" means the hourly rate of remuneration;
- (c) "Time and one-half" means one and one-half times the straight time rate;
- (d) "Double time" means twice the straight time rate.

27.02 (a) Except in the case of emergencies, all overtime hours must be authorized in advance by the Chief Administrative Officer or a Department Head.

- (b) Subject to operational requirements, the Employer shall make every reasonable effort:
  - (i) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work;
  - (ii) to give employees who are required to work overtime reasonable advance notice of this requirement.
- (c) Employees may refuse to work overtime, except in the case of emergencies.

27.03 (a) An employee who is requested to work overtime shall be entitled to a minimum of fifteen (15) minutes' pay at the appropriate rate described below.

- (b) Overtime work shall be compensated as follows:
  - (i) at time and one-half (1 ½) for the first four (4) hours and double (2x) thereafter;
  - (ii) double time (2) for all hours worked on a day of rest or designated paid holiday;
  - (iii) in lieu of (i) and (ii) the Employer shall grant, at the employee's request, equivalent leave with pay at the appropriate overtime rate.
  - (iv) Work performed by an employee in excess of his/her standard hours of work shall be compensated for, at the employees option, in overtime pay at the rate of pay or in "Banked time" at the appropriate rate of pay.
- (c) The maximum amount of Banked time that can be accumulated at any one time is ten (10) days, Stand-by time cannot be banked.
- (d) When overtime compensation is paid, the pay statement shall indicate the pay period, rate of overtime and the number of overtime hours.

- (e) **Lieu-time** earned under Clause 27.03 not used by December 31<sup>st</sup> of the same year earned may be carried over to the next fiscal year. Lieu time may be cashed out at the request of an employee at the employee's regular hourly rate.

## **Article 28**

### **Pay**

- 28.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in the Appendices.
- 28.02 Employees shall be paid on a biweekly basis with pay days being every second Friday.
- 28.03 Where paycheques, pay stubs, T4 information slips, and any other employee-specific pay and benefit items are distributed to employees at their place of work, they shall first have been placed in an envelope. Pay stubs shall show the employee's name, the pay period being paid, the particulars of wages, allowances and benefits paid, the deductions taken from the pay, and the employee's net pay.
- 28.04 Employees who have earned overtime compensation, or any other extra allowances in addition to their regular pay, should receive such remuneration in the pay period in which it was earned, but in any event shall receive such remuneration on the following pay day.

### **Acting Pay**

- 28.05 When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis for at least three (3) working days, he/she shall be paid acting pay calculated from the date on which he/she commenced to act as if he/she had been appointed to that higher classification level for the period in which he/she acts. The employee shall receive:
- (a) the minimum rate of pay for the new class where his/her present salary is less than he minimum salary established for the new class, or
  - (b) one pay increment where his/her salary is the same as or more then the minimum but less than the maximum salary for the new class.
- 28.06 When a day designated as a paid holiday occurs on a day when the employee would otherwise be performing duties on an acting basis, the holiday shall be considered as a day worked for purposes of acting pay.
- 28.07 When an employee is required by the Employer to perform the duties of another position on an acting basis, the Employer shall advise all employees of the acting appointment in writing.

### **Salary Increases**

- 28.08 The Employer agrees to pay the negotiated salary increases to every employee not later than the month following the month in which this Agreement is signed.



- 28.09 The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay, standby and allowances not later than the month following the month in which this Agreement is signed.
- 28.10 Retroactive pay shall be issued on a separate paycheque.
- 28.11 When an employee is appointed to a new position he/she shall be paid:
- (a) if the appointment constitutes a promotion, an increase in salary within the pay range of the position to which he/she is appointed;
  - (b) if the appointment constitutes a transfer, he/she shall receive a rate of pay within the range of the position to which he/she is transferred, which is nearest to, but not less than his/her former rate of pay;
  - (c) If the appointment constitutes a demotion, he shall receive a rate of pay within the range of the position to which he/she is demoted, which is nearest to but not greater than his/she former rate of pay;
  - (d) if the appointment is an initial appointment to a position with the Employer, the new employee shall be paid at a rate of pay within the range of the position, which is commensurate with the employee's qualifications and experience.

#### Pay Recovery

- 28.12 Where an employee through no fault of his own has been overpaid, the Employer will, before recovery action is implemented, advise the employee in writing of the overpayment and of the Employer's intention to recover the overpayment. Prior to said recovery, the Employer and the employee shall discuss the pay recovery and the Employer shall devise an acceptable recovery schedule. But in any case the recovery shall not be in excess of twenty percent (20%) of the employee's net earnings per pay period.
- 28.13 If more than eighteen (18) months has passed since the overpayment, there shall be no recovery of the overpayment.
- 28.14 Any employee who has ceased to be an employee due to death, retirement or voluntary leaving the Town during a period included be a retroactive pay adjustment shall be entitled to any salary benefit accruing.
- 28.15 In the event of an employee's death, all salary and benefits owing to or at the date of death are to be paid to the beneficiary named by the employee; or in the case that no beneficiary has been named, to the Estate.

#### Part Time Employees

- 28.16 The salary payable to permanent part time employees shall be determined on the basis of the range applicable to the class and the percentage of the standard hours of work applicable to the class that has been established for the part time position.
- 28.17 Permanent part time employees who are regularly scheduled to work at least 50 percent of the standard hours of work applicable to the class shall accrue all benefits proportional to the percentage of hours worked at the position.

- 28.18 Permanent part time employees who are occasionally required to work more hours than are established as standard hours of work for the part time position shall be paid at the regular rate of pay for the applicable class, for all hours worked up to the standard hours of work prescribed for the applicable class.
- 28.19 A permanent part time employee who is regularly scheduled to work less than 50% of the standard hours of work applicable to the class shall receive four percent of his gross earnings as vacation pay.
- 28.20 A seasonal or casual employee shall receive four percent of his/her gross earnings as vacation pay.

### **Article 29** **Reporting Pay**

- 29.01 If an employee reports to work on his/her regularly scheduled workday and there is insufficient work available, he/she is entitled to pay for that day.
- 29.02 If an employee is directed to report for work on a day of rest or on a designated paid holiday and there is insufficient work available, he/she is entitled to pay for that day at his/her straight time rate.
- 29.03 If an employee is directed to report for work outside of his/her regularly scheduled hours of work, he/she shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
  - (b) compensation equivalent to four (4) hours' pay at the straight-time rate.

### **Article 30** **Stand-by Pay**

- 30.01 (1) A period of Stand-By shall be from 3:30 pm one Wednesday to 3:30 pm of the following Wednesday.
- (2) For Stand-By duty on a regular working day an employee shall receive two (2) hours at the employee's overtime rate of pay including one routine system check.
- (3) For Stand-By duty on a normal day of rest for the employee including Saturday, Sunday or a paid holiday as set out in Clause 18.01 an employee shall receive two (2) hours at the employee's overtime rate of pay including one routine system check.
- (4) When an employee on Stand-By duty leaves his/she place of residence on a normal day of rest to perform extra routine system checks he/she shall be paid two (2) hours at the overtime rate of pay. Anything over two (2) hours to perform routine system checks shall be paid at the employee's overtime rate of pay.

30.02 The C.A.O. may specify to the Department Head the employees that are required to be on stand-by duty during off duty hours. Every reasonable effort shall be made to assign stand-by on a rotational basis with an equitable distribution.

### **Article 31**

#### **Pay for Travel on Behalf of Employer**

31.01 Where an employee is required to travel on behalf of the Employer, he/she shall be paid:

- (a) when the travel occurs on a regular work day, as though he/she were at work for all hours travelled;
- (b) when the travel occurs on a day of rest or designated paid holiday, at one and one-half times (1 ½) his straight time rate for all hours travelled subject to a minimum of two (2) hours pay at the straight time rate.
- (c) At no time will an employee be paid for hours in excess of his/her normal daily hours of work under Clause (a) or (b).

31.02 For the purpose of this article, hours travelled includes a one (1) hour check-in period at airports, bus depots, or train stations, as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but are exclusive of overnight stopovers.

31.03 The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period which includes two (2) weekends.

31.04 Where an employee is absent from home on a designated paid holiday or day of rest and does not work, he/she shall receive time off in lieu of pay at his/her straight time rate of pay for the day.

### **Article 32**

#### **Vacancies, Job Postings, Promotions and Transfers**

32.01 Every vacancy for positions expected to be of more than three (3) months' duration and every newly-created position shall be posted on the Union notice board. The job posting shall state the job classification, rate of pay and required qualifications of the job. An employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting. Preference will be given to a bargaining unit member under this Article.

32.02 In choosing between candidates the Employer shall select the best qualified candidate. Qualifications to be determine based on the following criteria as required by the position:

- (a) knowledge;
- (b) skills;

- (c) education;
- (d) experience.

When two or more candidates are relatively equal, continuous service shall be the governing factor.

#### Transfers

- 32.03 No employee shall be transferred to a position outside the Bargaining Unit without their consent.
- 32.04 No employee shall be transferred to another position within the Bargaining Unit without his/her consent and for which he/she is not qualified.

#### Probationary Employees

- 32.05 A probationary employee shall be eligible to participate in job competitions in the same manner as non-probationary employees.

### **Article 33** **Job Descriptions**

- 33.01 When an employee is first hired or when an employee is reassigned to another position in the bargaining unit the Employer shall, before the employee is assigned to that position, provide the employee with a current, accurate and written Job Description of the position to which he/she is assigned.
- 33.02 Upon written request, an employee shall be given a current, accurate and written Job Description of his/her position.

### **Article 34** **Classification**

- 34.01 During the term of this Agreement, if a new or revised classification is implemented by the Employer, the Employer shall, before applying the new or revised classification, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised classification to the Union, the Employer may withdraw the proposed classification and may resubmit their proposal, or the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 34.02 Where an employee believes that he/she has been improperly classified with respect to his/her position or category, group and level, he/she shall discuss his/her classification with his/her immediate supervisor and, on request, be provided with a copy of his/her job description before he/she files a grievance.
- 34.03 Subject to this section, the rate of pay for a person appointed to a position with the Employer, whether it be an initial appointment or a promotion, shall be the

minimum rate of pay for the range of that position unless otherwise authorised by the C.A.O. where the qualifications of the candidate so warrant consideration; subject to the approval of council.

**34.04** Where there is a vacancy within the Employer, the C.A.O. and Town Council shall attempt to promote employees from within the Town Service prior to going to public competition. Such promotion shall be subject to an employee's abilities to perform the responsibilities of the new position in a competent manner.

**34.05** Upon promotion an employee shall:

- (a) receive the minimum rate of pay for the new position where the minimum is two (2) or more increments higher than what the employee is presently earning, or
- (b) receive an increase of two (2) increments, except that his/her salary on promotion shall not then exceed the maximum salary assigned to the new position.
- (c) be considered a probationary employee, without loss of benefits, in the position to which he/she has been promoted for the period prescribed in Appendix "A" and shall receive a rate of pay in accordance with either Clause **34.05** (a) or **34.05** (b) whichever is appropriate. During the probationary period an employee may choose to return to their previous position at the rate of pay the employee was earning for the previous position. During the probationary period the Employer may return the employee to their previous position for cause at the rate of pay the employee was earning for their previous position.

**34.06 (1)** Where an employee is in a position which is reclassified resulting in its inclusion in a class having a maximum salary higher than the former position, the employee shall receive:

- (a) the minimum rate of pay for the new class where his/her present salary is less than the minimum salary established for the new class, or
  - (b) one pay increment where his/her salary is the same as or more than the minimum but less than the maximum salary for the new class.
- (2) Where an employee is in a position which is reclassified resulting in its inclusion in a class having a maximum salary the same as that previously applicable to the position, the salary payable to the employee shall remain unchanged.
- (3) Where an employee is in a position which is reclassified resulting when the employee's present salary exceeds the maximum salary of the applicable new class, the employee shall be entitled to receive any economic increases negotiated by the parties.
- (4) When a class is assigned a different pay range, no employee shall receive a salary less than the salary he/she was receiving in the previous range.

## **Article 35**

### **Employee Performance Review and Employee Files**

#### **Employee Performance Review**

- 35.01** The Employer's representative who reviews an employee's performance must have observed the employee's performance for at least one-half (½) of the period for which the employee's performance is evaluated or have input from another person who has so observed the employee.
- 35.02** When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss and then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal and may address any factual inaccuracies in his performance appraisal.
- 35.03** The formal review of an employee's Performance shall also incorporate an opportunity for the employee to state his/her career development goals. Subject to operational requirements, every effort will be made to develop the career potential of the employee through training, in-service training, retraining, or any other facets of career development which may be available and are related to the duties of his/her position.

#### **Employee Files**

- 35.04** The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware by the provision of a copy thereof at the time of filing or within five (5) working days thereafter.
- 35.05** Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 35.06** Upon written request of an employee the personnel file of that employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Employer.
- 35.07** The Employer agrees that there will be only one file kept for each employee.
- 35.08** Where an employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature, the employee shall have the right to have a Representative of the Union in attendance. The Employer must advise the employee of his right to be accompanied by his Representative at least one (1) day in advance of said meeting.

## **Article 36** **Contracting Out**

36.01 There shall be no contracting out of any work by the Employer if it would result in the layoff or reduction in the regular hours of work of bargaining unit members.

## **Article 37** **Continuous Service**

37.01 Continuous Service is defined as the length of service with the Employer and shall be applied across all departments, unless otherwise agreed in this Agreement. For purposes of this Article departments are:

- (a) Administration;
- (b) Public Works;
- (c) Parks and Recreation
- (d) Protective Services;
- (e) Northern Lights Centre;
- (9) Recycling;
- (g) Economic Development
- (h) Bylaw Enforcement

37.02 A newly hired employee shall be on probation for a period as specified in Appendix "A". During the probationary period the employee shall be entitled to all rights and benefits of this Agreement, except where his rights are otherwise limited by this Agreement.

37.03 The Employer shall maintain a continuous service list showing the date upon which each employee's service commenced. The continuous service list shall be kept current, a copy of which shall be posted on the bulletin board, and shall be sent to the Union every six (6) months.

## **Article 38** **Layoff and Job Security**

38.01 There shall be no lay-off of any employee during the life of this Agreement except for layoff resulting from lack of work or lack of funding.

38.02 In the event of layoff, employees shall be laid off in reverse order of their continuous service within their job classification.

38.03 The Employer shall give permanent employees excluding probationary employees who are to be laid-off three (3) months prior notice in writing of the effective date of lay-off, or award pay in lieu thereof.

- 38.04 Employees shall have bumping rights in accordance with their continuous service subject to the ability and qualifications to perform such jobs.
- 38.05 Employees shall be recalled within their job classification in the order of their continuous service, where jobs become available, provided they have the ability to perform such jobs. The Employer shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Employer advised at all times of his/her current address. The employee shall return to work within ten (10) working days from the time that he/she receives notice of recall unless, on reasonable grounds, he/she is unable to do so. Recall rights shall be relinquished after twelve (12) months.
- 38.06 No new employees shall be hired within a job classification until those laid off from the same job classification have been given the opportunity of recall.

### **Article 39** **Discharge and Discipline**

- 39.01 The principle of progressive discipline is recognized by both parties.
- 39.02 Where an employee is to be disciplined, the Employer shall notify the employee at a meeting. Prior to the meeting, the Employer will notify the employee of his/her right to have a Representative of the Union in attendance. The reasons for the discipline shall be provided to the employee in sufficient detail that the employee may defend himself/herself against it.
- 39.03 When circumstances are such that the Union Representative was not available or the employee did not request the attendance of a Union Representative, the Employer shall notify the appropriate Union Representative when discipline occurs.
- 39.04 Discipline, including dismissal, shall be subject to just cause.

### **Article 40** **Hours of Work**

- 40.01 The standard weekly hours of work shall be as outlined in Appendix "A" .
- 40.02 The work week shall be as outlined in Appendix "B".
- 40.03 Employees shall receive two (2) consecutive days of rest each week.
- 40.04 The weekly work week described in Appendix "B" may be amended by mutual agreement of the Labour-Management Committee in Article 41.
- 40.05 An employee shall receive a fifteen (15) minute paid rest period near the mid-point of their work periods before and after the meal break.
- 40.06 An employee who is absent from duty without prior authorization shall communicate the reason for the absence to their Department Head immediately upon being able to do so.



- 40.07 Any paid leave of absence, with exception of sick leave, must be applied for and authorized before such leave is taken.
- 40.08 An employee who is late arriving at work shall report such lateness to their Department Head, and if the circumstances warrant it, the C.A.O. may require a leave form.
- 40.09 No employee shall leave their work premises during working hours without the permission from their Department Head; in case of a department head, then permission of C.A.O.

#### Compressed Work Week

- 40.10 Compressed work week initiatives shall not cause any overtime and shall be initiated at an employee request.
- 40.11 Compressed work week initiatives shall cause no compromise in coverage or customer service.
- 40.12 Compressed work week shall not be approved for a period in excess of six months at a time. Compressed work week may be suspended at any time by the Chief Administrative Officer or the employee.
- 40.13 Earned days off may not be banked when the days off coincide with stat holidays and must be scheduled for the next working day or another day during that pay period as approved by the C.A.O.
- 40.14 The terms of the compressed work week must be mutually agreed in writing.

### **Article 41** **Labour-Management Committee**

- 41.01 A Labour-Management Committee will be formed to consult on matters of Safety and Health, and other matters of mutual interest.
- 41.02 The Labour-Management Committee shall be comprised of four (4) members: two (2) from the Bargaining Unit and two (2) from the Employer with each party choosing their respective representatives. The Union will consider the departmental structure in appointing their representatives.
- 41.03 The Labour-Management Committee will meet any time at the request of either party, but in any event will meet at least once every six (6) months.
- 41.04 Time spent participating in the Labour-Management Committee by a bargaining unit member shall be considered time worked.

## Article 42 Safety and Health

**42.01** The Employer shall comply with all applicable territorial health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.

### Safety Act and Regulations

**42.02** The Employer shall make available to all employees a current copy the Safety Act and Regulations, and any Employer policies pertaining to safety and health.

### Right to Refuse Dangerous Work

**42.03** An employee shall have the right to refuse to work in unusually dangerous situations as described below:

- (a) An employee may refuse to do any particular act or series of acts at work which he/she has reasonable grounds to believe are unusually dangerous to his health or safety, or the health or safety of any other person at the place of employment, until sufficient steps have been taken to satisfy him/her otherwise, or until a safety officer appointed under the Safety Act or his designated representative has investigated the matter and advised him/her otherwise.

"Unusually dangerous" has the same meaning as "unusual danger" in the *Safety Act*.

- (b) No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him/her in Clause 42.03 (a). No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

### First Aid

**42.04** The Employer will offer Safety First Aid courses to all employees required to **hold** certificates pursuant to the Safety Act, including refresher courses required to maintain a valid certificate, at the Employer's expense. Employees taking first aid training shall be granted leave with pay for the duration of the courses.

**42.05** The Employer will provide and maintain in good condition first aid kits in appropriate locations on the Employer's premises.

### Transportation of Injured Workers

**42.06** The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest medical practitioner, medical facility or nursing station, and from there to his/her home or place of work depending on the decision of the attending medical practitioner, when such services are immediately required by an employee as a result of injury or serious ailment occurring in the workplace. **If** the employee receives compensation from any

source for transportation costs arising under this clause, the Employer may recover that amount from the employee.

#### Protective Clothing and Equipment

- 42.07** The Employer shall provide and pay for all protective devices, clothing and other equipment necessary to properly protect employees from injury and unhealthy conditions. The Employer shall make provisions for the proper cleaning and maintenance of all safety equipment, devices and clothing at no cost to the employees.

#### Occupational Health Examinations

- 42.08** Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner the employee shall be granted leave with pay to attend the examination. All examination costs will be the responsibility of the Employer.
- 42.09** The employee shall have access to all occupational health information resulting from or related to his/her occupational health examination, and such information shall be maintained in a confidential manner and retained within the medical community.
- 42.10** An employee shall have the right to refuse to work in unusually dangerous situations as described below:

No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he/she exercised the right conferred upon him/her in Clause **42.03** (a).

### **Article 43** **Technological Change**

- 43.01** Both parties recognize the overall advantages of technological change. Therefore, both parties will encourage and promote technological change and improvements.
- 43.02** With this view, and recognizing the extensive lead time required for the selection, provision and installation of new equipment, software or materials, the Employer agrees to provide at least four **(4)** months notice to the Union of any major technological change which would result in changes in the employment status or in this Agreement.
- 43.03** Where the Employer has notified the Union that it intends to introduce technological change, the parties undertake to meet within thirty (30) days for consultations in an effort to reach agreement on solutions and administrative procedures to deal with problems arising from the intended technological change.
- 43.04** The Employer shall make every reasonable effort to continue to employ employees who would otherwise become redundant because of technological change.

43.05 In cases where employees may require retraining the Employer will make every reasonable effort to offer suitable training courses.

#### **Article 44** **Duty Travel**

44.01 Effective January 1, 2009, the parties agree the Travel Policy initialled January 21<sup>st</sup>, 2009 by the parties shall cover employees while on Duty Travel for the Employer and the meals, incidentals, and mileage amounts shall be adjusted April 1<sup>st</sup> each year to reflect those covering Yukon Government employees.

#### **Article 45** **Uniform Clothing Issue**

45.01 The following clothing will be provided by the Employer:

##### PublicWorks

- Coveralls (winter/summer)
- Safety boots (winter/summer)
- Safety rubber boots
- Hard hats
- Ballistic-proof gloves (waste disposal only)
- Gloves (winter/summer)
- Chlorine protective clothing

##### Parks and Recreation

- Gloves (winter/summer)
- Coveralls (winter/summer)
- Safety boots (winter/summer)
- Chlorine protective clothing
- Uniforms
- Rain gear

##### Protective Services

- Uniform (shirts/pants/shoes/jacket/hat)

##### Recycling

- Safety boots (winter/summer)
- Hard hats
- Coveralls (winter/summer)

- Gloves (winter/summer)
- Safety glasses

Custodian

- Scrubs
- Gloves (winter/rubber)

The Employer will replace any damaged clothing as provided for above.

**Article 46**  
**Retirement Program**

- 46.01 Upon completion of thirty (30) days of continuous employment, an employee may at any time have the option of joining the Retirement Program, provided in lieu of a Pension Plan.
- 46.02 The Town will deduct a percentage, as established in Article 46.04 of this Collective Agreement, of the employee's gross pay from each payroll, and will deposit this to the employee's Retirement Savings Plan Account on a monthly basis.
- 46.03 When the deposit in Clause 46.02 is made, the Town will also deposit an amount, as established in Article 46.04, to the R.S.P. account of each employee belonging to the program.
- 46.04 Contributions to the employee's Registered Retirement Savings Plan will be deducted each pay period as a percentage of the employee's gross pay for that pay period, and will be remitted to the Retirement Savings Planholder.
- (a) Permanent Employees may contribute to a Registered Savings Plan on a monthly basis to a maximum of 5% of the employee's annual salary.
  - (b) Together with this remittance, the Town will match the employee's contribution to a maximum of \$3,000.00 in a calendar year.
  - (c) In addition to the above, an employee completing seven years of continuous service and every year thereafter on their anniversary date shall receive an additional \$500.00 employer's RRSP contribution.
- 46.05 In all cases, the Employer's Contributions will be reported as Taxable Allowance for Income Tax purposes and it will be the employee's responsibility to claim them as Retirement Savings Plan Contributions.

## **Article 47** **Group Benefit Program**

### **47.01 Insurance Plans**

- (1) Upon completion of thirty days (30) of continuous employment, all employees shall participate in the Town's Group Insurance Plan as arranged through the Association of Yukon Communities.
- (2) The A.Y.C. Group Plan includes Life and Accidental Death/Dismemberment, Weekly Indemnity for Short Term Disability and a Long Term Disability Insurance with premiums to be shared by the employee and Employer as follows:
  - (a) Life & Accidental Death/Dismemberment 50-50 % split
  - (b) Weekly Indemnity for Short Term Disability and Long Term Disability Insurance – 100% Employee paid.
  - (c) The above premiums shall be paid by the employee via payroll deduction.
- (3) The monthly premiums shall be established by A.Y.C and the insurance provider. In accordance with Income Tax regulations, part of the Town's premium payment may be considered a Taxable benefit.

### **Health Care Plans**

- 47.02
- (1) Upon completion of thirty days (30) of continuous employment, all employees who are not covered by another Extended Health Care or Dental Plan may participate in the Health Care Plans arranged by the Town through the Association of Yukon Communities.
  - (2) Monthly premiums shall be established by A.Y.C. and the insurance provider and the cost shall be borne as follows:
    - (a) Extended Health – 50-50% Employer/Employee
    - (b) Dental – 50-50% Employer/Employee
    - (c) Health Spending Accounts – 100% Employer

## **Article 48** **Heating and Propane Assistance**

- 48.01 Permanent employees shall be entitled to have fuel or propane delivered, for personal residential use only, by the Town's contracted supplier at the contracted price. The cost of such fuel deliveries will be recovered from the employee by payroll deduction.

## **Article 49**

### **Special Allowances**

- 49.01 On presentation of physician's receipt, the Town will reimburse costs when a position with the Town has required a medical examination not covered by YHCIP.
- 49.02 Employees may be reimbursed \$100.00 per month when required by the Employer to use their own vehicles on a day to day basis for Town business.
- 49.03 Any employee in a full-time permanent position, if requested by the C.A.O., shall within ninety (90) days of commencing employment submit to a medical examination, the cost of which will be borne by the Town.
- 49.04 Upon the initial hiring from points outside of Watson Lake, an employee may claim relocation expenses to a maximum of \$2500.00, or such amount as Council deems appropriate; the amount to be claimed shall be supported by receipts.
- 49.05 The C.A.O. may, with approval of the Council establish allowances that may be paid in addition to the employee's regular pay. These special allowances are over and above normal pay and would include the following:
- (1) electrical plug-ins for vehicles used for Town business.
    - (a) Fire Chief/Emergency Coordinator/Public Works Superintendent: vehicle plug-in rate at \$350.00 per year.
    - (b) Other employees on call shall receive a proportion of the plug-in vehicle rate based on the number of employees in the rotation. (Example: with three (3) employees on call, each would receive 1/3 of the plug-in rate)

## **Article 50**

### **Social Justice Fund**

- 50.01 The Town shall contribute one cent (1 ¢) 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. Contributions to the Fund will be made semi-annually, in the middle of the month immediately following completion of each half 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 Letter Patent of the PSAC Social Justice Fund.

## **Article 51**

### **Travel Allowance**

- 51.01 (1) Subject to the provision of this section employees shall be eligible to receive a travel allowance on completion of their first year of continuous service, and shall be paid an annual travel allowance thereafter upon completion of each successive year of employment.

- (2) (a) For the purpose of this section "married employee" means an employee residing with a spouse, including one in a common-law relationship for a period of at least six (6) months, at the time of entitlement.
  - (b) For the purpose of this section "dependant" means a person whom the employee is supporting at the time of entitlement and who is:
    - (i) a natural child, **step-child**, adopted child, legal ward, common-law child, or grandchild for whom the employee is supporting at the time of entitlement, nineteen (19) years of age or less, or
    - (ii) twenty-one (21) years of age or less and in full time attendance at a school or other institution that provides training or instruction of an educational, professional, vocational or technical nature, or
    - (iii) over the age of nineteen (19) years of age and is wholly dependent on the employee for support by reason of mental or physical infirmity.
  - (c) For the purpose of this section, "single parent" means a person who is widowed, single, separated, or divorced and who makes no travel allowance claim for a spouse.
- (3) The travel allowance provided for in this section will be paid as follows:
- (a) Single employees – an allowance of **\$1334.29**
  - (b) Married employees – an allowance of **\$2668.58**. (In the case of two (2) employees married together, only one shall receive this benefit.)
- (4) In addition to allowances outlined in Section 3, married employees having dependents shall be entitled to a further **\$1334.29**. In the case of a married couple, living separately, only one claim per child, per year, may be made.
- (5) In addition to allowances outlined in Section 3, single parents shall be entitled to a further **\$1334.29** per dependent up to a maximum of two (2) dependents.
- (6) Where an employee leaves the Town's employ, vacation travel allowance shall be **pro-rated** provided always that the employee has one year of continuous service with the Town. No vacation travel allowance shall be **pro-rated** for employees dismissed by the Town

**51.02** Employees hired on or after January 1, 2010 shall be covered by the following provisions:

- (1) Subject to the provision of this section employees shall be eligible to receive a travel allowance on completion of their first year of continuous service, and shall be paid an annual travel allowance thereafter upon completion of each



successive year of employment. The amount of this payment is \$ 2042.00 annually.

- (2) Where an employee leaves the town's employ, vacation travel allowance shall be **pro-rated** provided always that the employee has one year of continuous service with the Town. No vacation travel allowance shall be pro-rated for employees dismissed by the Town.

## **Article 52** **Notice of Termination**

- 52.01 An employee who has completed their initial probation period shall receive the following notice period or pay in lieu of such notice (except an employee who has been discharged for just cause)

(a)	Employed less than 1 year	One (1) week
(b)	Employed greater than 1 year, less than 3 years	Two (2) weeks
(c)	Employed greater than 3 years, less than 4 years	Three (3) weeks
(d)	Employed greater than 4 years, less than 5 years	Four (4) weeks
(e)	Employed greater than 5 years, less than 6 years	Five (5) weeks
(f)	Employed greater than 6 years, less than 7 years	Six (6) weeks
(g)	Employed greater than 7 years, less than 8 years	Seven (7) weeks
(h)	Employed greater than 8 years or more	Eight (8) weeks

## **Article 53** **Cost of Living Allowance**

- 53.01 Rates of pay contained in this Collective Agreement shall be adjusted each year on January 1<sup>st</sup>, based on the calculation used to determine the cost of living percentage increase for the preceding year as released by Statistics Canada for the City of Whitehorse.

**Article 54**  
**Re-opener of Agreement and Mutual Discussions**

Re-opener of Agreement

**54.01** This Agreement may be amended by mutual consent between the Employer and the Union.

Mutual Discussions

**54.02** The Employer and the Union acknowledge the mutual benefits to be derived from dialogue between the parties and are prepared to discuss matters of common interest.

**54.03** The term of this agreement shall be from January 1, 2009 to December 31, 2010.


**54.04** Notwithstanding Clause **54.01**, the provisions of this Agreement, including the provisions for processing of grievances in Article **16** and Article **17**, shall remain in effect during the negotiations for its renewal, and until either a new collective agreement becomes effective, ~~or~~ until the provisions of Section **89(1)** of the **Canada Labour Code** have been met.

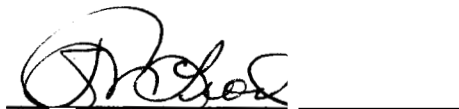
**54.05** Either party to this Agreement may, within the period of four **(4)** months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other part to this Agreement to commence collective bargaining with a view to the conclusion, renewal, or revision of this Collective Agreement in accordance with Section **49** of the **Canada Labour Code**.

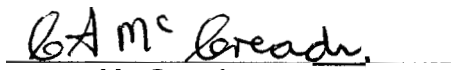
54.06 Where notice to bargain collectively has been given under Clause 54.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the **Canada Labour Code** have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

SIGNED at the City of Whitehorse, Yukon, this \_\_\_\_ day of \_\_\_\_\_, 2009.

on behalf of the  
**Town of Watson Lake**

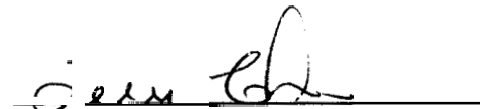
  
Brenda Leach  
Councilor


  
Patti McLeod  
Councilor


  
Colum Mc Cready  
Chief Administrative Officer


\_\_\_\_\_  
Nancy Moore  
Mayor of Watson Lake


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


  
Terri Close  
Member

  
Alan Puckett  
Member

  
Alyssa Magun  
Member

  
Sue Christianson  
Developmental Regional Representative

  
Jim Brohman  
Negotiator

  
Jean-François Des Lauriers  
Regional Executive Vice President-North

## Schedule "A" – Rates of Pay

Range	Step 1	Step2	Step 3	Step4	Step5	
1	\$23,032.46	\$23,723.43	\$ 24,435.13	\$ 25,168.19	\$25,923.23	Students/Attendants
2	\$34,382.88	\$35,414.37	\$ 36,476.80	\$ 37,571.10	\$38,698.24	Custodian/Security Guard
3	\$37,987.82	\$39,127.45	\$ 40,301.28	\$ 41,510.32	\$42,755.63	Parks/Rec Caretaker
4	\$39,939.82	\$41,138.01	\$ 42,372.16	\$ 43,643.32	\$44,952.62	Reception/Depot Crdnator
5	\$43,648.48	\$44,957.94	\$ 46,306.68	\$ 47,695.88	\$49,126.75	NLC Technician
6	\$44,902.93	\$46,250.02	\$ 47,637.52	\$ 49,066.65	\$50,538.65	Facilities Maintenance
7	\$46,265.38	\$47,653.34	\$ 49,082.94	\$ 50,555.43	\$52,072.09	NLC Operation Mngr.
8	\$50,775.06	\$52,298.32	\$ 53,867.27	\$ 55,483.28	\$57,147.78	Programmer, Equip. Op. II
9	\$55,995.60	\$57,675.47	\$ 59,405.74	\$ 61,187.91	\$63,023.54	Admin Asst./Finance Off.
10	\$59,162.93	\$60,937.82	\$ 62,765.96	\$ 64,648.94	\$66,588.40	Fire Chief/Bylaw
11	\$59,927.21	\$61,725.03	\$ 63,576.78	\$ 65,484.08	\$67,448.61	Eq. Op. III/Comm. Dev. Off/Rec. Dir.
12	\$62,039.07	\$63,900.24	\$ 65,817.25	\$ 67,791.76	\$69,825.52	P/W Supervisor

All employees will subject to satisfactory job performance receive a pay step increase on their increment date each year.

**Economic Increases:**

The above Schedule "A" will change on January 1, 2010 to reflect the economic increase on January 1, 2010 of 3% or application of Article 53, whichever is the greater.

**APPENDIX "A"**  
**Town of Watson Lake**

<b>Position</b>	<b>Probation Months</b>	<b>Standard Weekly Hours of Work</b>
Custodian	3 months	40
Greyhound Attendant	3 months	40
Parks & Recreation Caretaker	3 months	40
Recycling Co-ordinator	3 months	40
Secretary/Receptionist I	3 months	35
Secretary/Receptionist II	3 months	40
NLC I/T Technician	6 months	40
Facilities Maintenance	3 months	40
NLC Operations Manager	3 months	40
Equipment Operator I	3 months	40
Equipment Operator II	3 months	40
Community Dev. Officer	3 months	40
Admin. Assistant	3 months	35
Financial Officer	6 months	35
Fire Chief/By-Law Off.	6 months	40
Equipment Operator II	6 months	40
Public Works Supervisor	6 months	40
Parks & Recreation Director	6 months	40

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**APPENDIX “B”**  
**Town of Watson Lake**

The weekly work week shall be as outlined below:

Administration	Monday – Friday	1 hour unpaid meal break	(8:30am-4:30pm)
Public Works	Monday – Friday	1/2 hour unpaid meal break	(7:30am-3:30pm)
Fire Dept	Monday – Friday	1 hour unpaid meal break	(8:00am-5:00pm)
Greyhound Attendant	Monday – Saturday		( 5:00pm-10:30pm)
Greyhound Attnd/Receptionist	Tuesday – Friday		(8:00am-5:00pm)
	Mondays	1 hour unpaid meal break	(2:00pm-10:00pm)
Pool/Lucky Lake	Monday – Friday		(8:00am-8:00pm)
Lucky Lake	Saturday		(12:00pm -5:00pm)
Pool	Sunday		(12:00pm - 5:00pm)
Parks/Recreation	Monday – Friday	1 hour unpaid meal break	
Summer			(8:00am-5:00pm)
Winter			(8:00am-10:00pm)
Northern Lights Centre		2 hours unpaid meal break	
Summer	Monday – Sunday		(12:00pm-10:00pm)
Winter	Tuesday – Saturday	1/2 hour unpaid meal break	(8:30am-5:00pm)
Recycling Depot	Monday – Saturday	unpaid ½ hour meal break	(8:00am-6:00pm)

Note:

An employee’s working schedule will not be altered unless he/she has been given a minimum of seven (7) working days advance notice of the alteration. Where the Employer fails to give an employee seven (7) working days advance notice of an alteration in his/her normal work schedule, the Employer shall pay the Employee at the rate of time and one half (1 1/2T) for all regular hours worked on the first day or shift worked following receipt of the notice of change. Subsequent day or shifts worked on the revised hours shall be paid for at straight time, subject to the overtime provisions of this agreement.

**APPENDIX "C"**  
**Prepaid Leave Plan**

Re: Town of Watson Lake Prepaid Leave Plan – Agreement

I have read the terms and conditions of the Town of Watson Lake Prepaid Leave Plan. I understand and agree to participate in the plan under the following terms and conditions.

1. Participation Date: I shall become a participant effective \_\_\_\_\_
2. Release period: My release period of leave shall be from \_\_\_\_\_  
to \_\_\_\_\_
3. Contributions: In accordance with Sections \_\_\_\_\_, I direct the percentage amounts as set out in this release be withheld from my current Compensation Amount with respect to my participation in the Plan for the following years.

First year \_\_\_\_\_  
Second year \_\_\_\_\_  
Third year \_\_\_\_\_  
Four year \_\_\_\_\_  
Fifth year \_\_\_\_\_

4. Release Payment: During my release period, the Town of Watson Lake will pay me a salary through payroll equal to the accumulated contributions and interest (the amount to be determined just before the release period) less any required deductions and withholdings.

5. Withdrawal: