

**Collective Agreement - P.S.A.C. Local Y023
2002 - 2006**

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APPENDIX A

SCHEDULE A

SCHEDULE B

LETTERS OF UNDERSTANDING

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THIS AGREEMENT entered into this ____ day of _____, A. D. 2003.

BETWEEN: **THE CITY OF WHITEHORSE**
Whitehorse, Yukon Territory

(hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND: **PUBLIC SERVICE ALLIANCE OF CANADA,
LOCAL Y023**
100 - 2285 Second Avenue
Whitehorse, Yukon Y1A 1C9

(hereinafter called the "Union")

PARTY OF THE SECOND PART

WITNESSETH that the parties hereto agree as follows:

ARTICLE 1: PURPOSE

1.01 It is the purpose of this Agreement to promote and maintain harmonious relations between the Employer and Employees; to provide an amicable method of settling grievances or differences that may possibly arise, and set forth rates of pay, hours of work and other conditions of employment.

ARTICLE 2: DEFINITIONS

2.01 Interpretations

- (a) "May" will be regarded as permissive.
- (b) "Shall" will be regarded as imperative.
- (c) "Standard Hours of Work" are those which are set out in Schedule A and shall also be used for the purpose of calculating overtime.
- (d) "Tasks" are those work activities which, when combined, comprise the duties to be performed by an Employee as described in a position description.
- (e) Whenever the singular, masculine or feminine is used in this Agreement it shall be interpreted as if the plural, feminine or masculine has been used where the context of the parties hereto so require.

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2.02 Employee Status

- (a) "Permanent Employee" means any Employee who has successfully completed the probationary requirements of a position and who has been assigned to a position within the permanent establishment of the Employer as determined by the Employer.
- (b) "Job Share Employee" means an incumbent of a position within the permanent establishment of the Employer who requests permission to split the standard hours of the position. Requests for job sharing will be initiated through the Division Director and will be granted at the discretion of the Employer. In granting such requests the Employer shall not incur additional costs.
- (c) "Seasonal Employee" means a permanent employee who is hired to fill a seasonal position of a recurring annual nature for a specified period of time of less than twelve (12) months per year.
- (d) "Temporary Employee" means an employee who is hired for a specific task or position for a term not to exceed one calendar year. If the term exceeds one calendar year, then the employee shall be deemed to be a permanent employee.
- (e) "Casual Employee" means an employee who is hired on an irregular and/or unscheduled basis. A casual employee shall work up to a maximum of sixty (60) consecutive shifts. If the employment exceeds sixty consecutive shifts, then the employee shall be deemed to be a temporary employee. If the employment ends before sixty consecutive shifts, the employment relationship is terminated.
- (f) "Probationary Employee" means any new employee of the Employer in the process of filling the initial probationary requirements as specified in Schedule "A" attached hereto. This probationary period may be extended by mutual agreement between the Parties.

2.03 Employee Hours

- (a) "Full Time" means an employee who is required to work the standard hours of work.
- (b) "Part Time" means an employee who is required to work on a regular basis, for less than the standard hours of work.

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ARTICLE 3: MANAGEMENT RIGHTS

- 3.01 The management and control of the Employer's business and the direction and control of the Employer's work force are vested exclusively in the Employer subject only to the limitations imposed upon the Employer by the provisions of this Agreement. The Employer shall retain all the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a specific provision of this Agreement.

ARTICLE 4: UNION RECOGNITION

- 4.01 In accordance with the Certificate of Bargaining Authority issued by the Canada Labour Relations Board on the 15th day of December, 1998, the Employer acknowledges that employees who are subject to the provisions of this Agreement have selected the Union as their sole and exclusive bargaining agent, and recognise the Union as such for all employees working at those classified jobs listed in schedule "A" attached hereto and any other employee employed by the Employer whom the Parties hereto agree shall be included as an employee under this Agreement.
- 4.02 This Agreement shall be binding on the Employer and the Union and their respective successors, administrators, executors and assigns and on each employee.

ARTICLE 5: UNION MEMBERSHIP

- 5.01 Each employee covered by this Agreement shall, as a condition of employment and/or continued employment, be and remain or become and remain a Union member in good standing for the duration of this Agreement or for the duration of his employment with the Employer, whichever is shorter. Counting from the date he commences employment with the Employer, each new employee will be allowed ninety (90) calendar days within which to make application to join the Union and tender the appropriate initiation fees.
- 5.02 Subject to Article 95 (e) of the Canada Labour Code, should an employee at any time cease to be a member in good standing of the Union, the Employer shall upon notification in writing from the Union, discharge such employee forthwith.

ARTICLE 6: DUES CHECK-OFF

- 6.01 The Employer shall honour a written authorisation from employees for the deduction from their wages for Union Dues, Union Initiation fees and any other Union assessments levied on them in accordance with the Union Constitution and Bylaws. The Employer shall remit such monies deducted to the Union on or before the fifteenth (15th) day of the month following the month in which the deductions were made. When such remittances are made

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the Employer shall indicate the name of each employee and the amount of money which is being remitted for such employee.

- 6.02 The Employer shall deduct from each new employee an amount equal to the union dues from the employee's first payroll cheque and add that employee's name and the said amount to the closest applicable check-off, i.e., if the check-off for that month has not been remitted to the Union, it shall be added to that check-off; if the month's check-off has been remitted it shall be added to the following month's check-off and shown as the previous month worked.
- 6.03 The Employer shall furnish to the Union a list of new employees taken into positions which fall under the scope of the Collective Agreement within fifteen (15) calendar days of their date of hire.
- 6.04 The Employer agrees to include Union dues deductions on the T4 Slip effective January 1, 1999.

ARTICLE 7: HOURS OF WORK

- 7.01 The following conditions shall apply to all Public Service Alliance of Canada, Local Y023 employees as listed in Schedule "A" of this agreement.
- (a) Employee salary range, standard weekly hours of work, standard hours of work per day, between which hours of the day, between which days of the week, requirement to work split shifts, length of the meal break and the number of probationary shifts applicable are to be as set out in Schedule "A" of this Agreement.
 - (b) Work schedules may be varied by the Employer between the limits set out in Schedule "A" to meet operating requirements.
 - (c) The Employer shall make every reasonable effort to avoid excessive fluctuation in hours of work.
 - (d) An employee's working schedule shall not be altered unless he has been given a minimum of five (5) calendar days advance notice of the alteration. Where the Employer fails to give an employee five (5) calendar days advance notice of an alteration in his normal work schedule, the employee shall be paid at time and one half for all regular hours worked on the first day or shift worked following receipt of the notice of change. Subsequent days or shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.
 - (e) If an Employee is required to attend meetings, determined to be mandatory by the Employer, and the meeting is on the Employee's day off or outside of his regular shift on scheduled days of work, the Employee shall be paid at the prevailing rate of pay for the actual time spent at the meeting.

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- (f) If an Employee is asked to attend meetings, determined to be voluntary by the Employer, and the Employee chooses to attend the meeting, and the meeting is on the Employee 's day off or outside of his regular shift on scheduled days of work, the Employee shall be paid at straight time for the actual time spent at the meeting.
- (g) If an Employee is required to attend training, conferences or professional development that is required to maintain the certifications specified in the Job Description and they occur on the Employee 's day off or outside of his regular shift on scheduled days of work, the Employee shall be paid at straight time for the actual time spent in training, conference or professional development.
- (h) If an Employee attends any training, conference or professional development that is not required to maintain the certifications specified in the Job Description and they occur on the Employee's day off or outside of his regular shift on scheduled days of work, the Employee shall not be paid for the time spent at the training, conference or professional development.
- (i) A meal break shall be provided and should be scheduled as close to the mid point of the work shift as possible for all employees working five (5) consecutive hours on a given shift.
- (j) One (1) fifteen (15) minute rest break shall be scheduled approximately mid-way through each four (4) or five (5) hour portion, whichever applies, of a shift to a maximum of two (2) breaks per shift except as noted as follows. In cases of emergency, rest breaks shall be taken when conditions allow. If work is still being carried out beyond the end of an employee's regular shift a further fifteen (15) minute rest break shall be provided in the first hour after the end of his regular shift.
- (k) The Employer shall ensure that employees are provided reasonable opportunities to maintain bodily comfort and hygiene.
- (l) Employees working in unsanitary conditions shall be provided a maximum of ten (10) minutes clean up time immediately prior to the meal period and fifteen (15) minutes clean up time immediately prior to the end of each work day.

7.02 The following conditions shall apply to only the Bylaw **Services** Constable:

- (a) Start and finish times for the Bylaw **Services** Constable tasked with animal control coverage may be extended outside the normal hours of work by mutual agreement between the Employer and the employee.
- (b) When a Bylaw **Services** Constable is requested and agrees to report before his regular shift, the standard eight (8) hours shall be worked and the regular rate of pay shall apply.

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- (c) Provided sufficient advance notice is given in writing, and with the approval of the Employer, Bylaw **Services** Constables may exchange shifts if there is no increase in cost to the Employer.
- (d) The Employer shall make and post a master weekly shift schedule seven (7) calendar days in advance.
- (e) The Employer shall not schedule the commencement of a weekly shift within twenty-four (24) hours from the completion of the employee's previous weekly shift.

7.03 The following conditions shall apply to only the Public Works Employees:

- (a) The rest break for Public Works Employees shall be taken at the work site.
- (b) Work shifts shall be as follows:
 - (1) 0700 to 1730
 - (2) 1730 to 0400 as a second shift contingent upon a first shift from 0700 to 1730. The need for a first shift is not required on Sunday.
 - (3) 2100 to 0700 as a second shift contingent upon a first shift from 0700 to 1730. The need for a first shift is not required on Sunday.
 - (4) 0500 to 1530

Notwithstanding the above times, due to operational requirements such as line painting, street sweeping, snow and ice control, mosquito control, flow monitoring and traffic counting, shift start and end times may be varied by the Employer.

- (c) No split shifts will be utilised.

7.04 The following conditions shall apply to only Parks and Recreation Employees:

- (a) The Employer shall have the right either to establish a one (1) hour meal period scheduled as close to the mid-shift point as operating requirements permit, or to establish a one-half ($\frac{1}{2}$) hour meal period as close to the mid-shift point as operating requirements permit. Where the Employer chooses to establish a one-half ($\frac{1}{2}$) hour lunch period, the one-half ($\frac{1}{2}$) hour allowed shall be included in and form part of the standard eight (8) or **ten (10)** hour work-day.
- (b) Employees who have been scheduled for a one-half ($\frac{1}{2}$) hour lunch period must remain in the building during the lunch period, unless excused by a supervisor. Essential services shall continue to be maintained during the lunch period.

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- (c) The Pool Maintenance Person's hours of work may be varied during pool shutdowns, closures or City in-services sessions to meet operational requirements.
- (d) The Employer shall **arrange** Pool employee's shift schedules and post such schedules at least two (2) weeks in advance.

ARTICLE 8: OVERTIME

- 8.01 Overtime and/or standby hours earned by an employee may at the employee's option be accrued as compensatory leave at the applicable overtime provision. In any calendar year, employees may only use a maximum equivalent of two (2) standard work weeks of compensatory leave for leave requests, subject to section 8.03. Any remaining compensatory leave shall be paid out at a time convenient to the employee subject to the restrictions in section 8.02.
- 8.02 Compensatory leave credits, which remain unused at the end of the calendar year, may be carried over into the following year. Carried over credits which remain unused at **June** 30 of the current year shall be paid by the employer.
- 8.03 Compensatory leave shall be approved for leave requests of a minimum of **two (2) hours** or greater subject to the operating requirements of the Employer.
- 8.04 Employees shall be compensated for hours of overtime worked at the rate of:
 - (a) Time and one-half (1½) for the first two (2) hours outside the regular shift and double (2) time thereafter.
 - (b) Time and one-half (1½) for the first seven (7) or eight (8) or ten (10) hours as applicable worked on an employee's first day of rest and double (2) time thereafter.
 - (c) **Double (2) time** for all hours worked on an employee's second **and subsequent** day of rest or any general holiday designated as such in Article 9 of this Agreement or day observed as such under the terms of this Agreement, or if instructed by the Employer to return to work while on annual vacation.
 - (d) For purposes of this section, during the arena season only, the second day off for arena employees will be considered the second day of rest. During the summer season, permanent arena/parks employees who work ten (10) hours per day between Monday and Friday shall have Sunday considered to be their second day of rest. During the summer season, the second day off for casuals, temporary and non-permanent employees will be considered the second day of rest.
 - (e) The double time pay for work performed on a general holiday, or day observed as such, is in addition to any general holiday pay that an employee may be entitled to under other provisions of this Agreement.

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- 8.05 Where an employee is required to work through the regular established lunch period as delineated in Article 7 of this Agreement, such employee shall be paid the applicable overtime rate for the time of the lunch period and shall be given one-half (½) hour to consume the meal before or after the regular lunch period at the regular rate of pay.
- 8.06 Employees who agree to work overtime which is arranged prior to the completion of their regular shift and scheduled to be worked prior to the commencement of their next regular shift, excluding days of rest and general holidays, shall be paid in accordance with section 8.04 of this Article.
- 8.07 An employee who agrees to work on his scheduled day of rest or on a general holiday or day observed as such under the terms of this Agreement, shall receive a minimum of four (4) hours' pay at the prevailing overtime rate.
- 8.08 The following conditions will apply when overtime work does not provide for an eight (8) hour rest break between regular work days:
- (a) The employee shall be required to take an eight (8) hour rest break before returning to work unless otherwise instructed by the Employer.
 - (b) The employee shall be required to communicate the departure and expected return to work times to their supervisor.
 - (c) When the employee returns from the rest break to his regular workday, he shall be paid for his entire shift at his regular rate.
 - (d) The eight (8) hour rest break shall be excluded in the case of call out, except as noted in section 8.09 (f). The employee shall be granted an eight (8) hour rest break between the end of the call-out and the start of his regular shift. Where eight hours are not provided, the employee may take the eight hours and shall be paid for hours worked when he reports for his normal shift. The employee shall be permitted to work his standard hours of work from the time he reports to work.
- 8.09
- (a) Except as provided in subsection (b), employees called out to work outside their regular shift shall be paid for a minimum of four (4) hours at the prevailing overtime rate.
 - (b) Employees called out immediately prior to their regular starting time shall be paid at time and one-half (1½) rate for a minimum of two (2) hours.
 - (c) Notwithstanding the above, Bylaw **Services** Constables who are required for court appearances shall be paid as follows:
 - (1) Prior to the start of their regular shift the employee shall be paid a minimum of two (2) hours at the prevailing overtime rate, except that under no circumstances shall the employee be paid overtime rates beyond the commencement of their regular shift.

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- (2) On the employee's day of rest he shall be paid a minimum of four (4) hours at the prevailing overtime rate.
- (d) For Public Works employees occupying positions which are frequently required for call out during off duty hours, a call out roster will be posted.
- (e) Subject to operational requirements, call outs will be allocated as far as is practicable on a rotational system from employees who normally perform the class of work required or who are designated as principal operators of specific pieces of equipment.
- (f) Call out that includes more than seven (7) hours immediately prior to the commencement of the regular shift shall be paid at the prevailing overtime rate and this rate shall continue until one of the following conditions occur:
 - (1) the emergency work for which the employee was called out is completed; or
 - (2) the employee is relieved by the Employer because he is no longer required on that job or any other job; or
 - (3) the employee is sent home for safety reasons,in which case the balance of the regular shift shall be paid at the regular rate of pay.

8.10 Standby

- (a) Where the Employer requires an employee to be available on standby during off duty hours, the employee shall be entitled to be compensated for standby at a rate of one (1) hour's pay for standby performed subsequent to a regular work day and three (3) hour's pay for standby performed on a day of rest or general holiday.
- (b) An employee on standby shall receive standby compensation in addition to whatever entitlements he may receive under section 8.10(e).
- (c) An employee may at his option accrue standby hours at the applicable rate as outlined in section 8.01 of this Agreement.
- (d) An employee designated for standby duty shall be available during his period of standby at a known telephone number and shall be required to investigate problems, call out additional staff and to become part of a work crew when necessary.
- (e) If an employee on standby duty is required to respond to an emergency call he shall be paid at the prevailing overtime rate in accordance with the following:
 - (1) A minimum of two (2) hour's pay for any call requiring the employee to work two (2) hours or less.

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- (2) A minimum of four (4) hour's pay for any call requiring the employee to work more than two (2) hours and not more than four (4) hours.
- (3) If he is then required to work beyond four (4) hours, he shall be paid in accordance with the actual hours worked.
- (4) Should an employee be called out more than once during a period for which he is already receiving pay under section 8.10(e), subsections (1), (2), or (3), he shall be paid as if only one (1) call out had occurred.

8.11 Meal Breaks

- (a) When an employee is required to work more than two (2) consecutive hours immediately following the completion of a regular workday, the Employer shall pay the employee for a meal. The meal break shall be one-half (½) hour and the time shall be paid as time worked at the prevailing overtime rate. This meal break shall occur as close as possible to six (6) hours following the previous meal break.
- (b) In the event that overtime continues, such an employee shall become eligible for a further meal break under the conditions specified in subsection (a) of this section, at intervals of four (4) consecutive hours following the completion of the previous meal break, provided that overtime is to continue.
- (c) When an employee is required to work more than two (2) hours scheduled overtime prior to the commencement of a regular shift the Employer shall pay for the employee's meal and the employee shall receive one-half (½) hour for the meal at full pay.
- (d) An employee who is entitled to a meal allowance under section 8.11(a), (b), or (c) shall be reimbursed for meals as set out in the City's Travel Administrative Directive as amended from time to time.

ARTICLE 9: SALARIES, WAGES, CLASSIFICATIONS

- 9.01 All employees covered by this Agreement shall be classified and paid under one of the position classifications and wage rates or biweekly salary ranges set out in Schedule "A" which forms part of this Agreement.
- 9.02 An employee reporting for work on a regularly scheduled work day shall receive no less than his normal day's pay unless such employee is suspended or terminated for disciplinary reasons, leaves work because he is sick, leaves work on leave without pay, or is sent home by the Employer for failure to report for work in required safety clothing.

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- 9.03 The Employer shall on every second Wednesday pay to each hourly paid employee covered by this Agreement all wages earned by the employee to the Tuesday of the week previous to the pay period, and to each biweekly paid employee covered by this Agreement all salary earned by the employee to the following Saturday.
- 9.04 Notwithstanding the above, should a general holiday fall on a regular payday, payment will be made the preceding day.
- 9.05 Payment of salaries and wages will be made during normal working hours of the payday. All employees will be required to be on the automatic banking system for payroll deposit at the City of Whitehorse and will receive itemized pay stubs. Should the Employer not be able to pay employees as established in section 9.03, advances will be deposited into the employees' bank accounts.
- 9.06 The Employer will provide a separate or detachable itemized statement with each pay showing the biweekly amount for biweekly paid employees or the numbers of hours at straight time rate for hourly paid employees as well as the overtime hours and amount, the total pay and the total deductions.
- 9.07 The establishment and maintenance of a classification plan shall be the responsibility of the Employer.

(a) Existing Classifications

- (1) In the event that the employer substantially alters the required knowledge, skills or qualifications of an existing position, the Union shall be advised of same as soon as the change is authorized.
- (2) All position descriptions shall be dealt with in accordance with the Job Evaluation System.
- (3) The Union may represent an employee at any level of the appeal process contained in the job evaluation terms of reference & maintenance plan.

(b) New Classifications

In the event that the employer creates a new position which is not included in this agreement, and which falls within the jurisdiction of the Union, the Union shall be provided with a copy of the position description and notice of rating. The Parties will negotiate, by letter of understanding, the introduction of this position into the collective agreement. If the union disagrees with the notice of rating accepted by the Employer, it shall discuss the matter with the Employer, and failing agreement, may refer the matter directly to arbitration.

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(c) Statement Of Duties

The Employer shall make copies of current and complete job descriptions available to employees on the intranet. Upon written request an employee shall be provided the point factor ratings assigned to their position.

- 9.08 An employee shall not be required to replace a department manager on a temporary basis, and may refuse unless such assignments are an integral part of the duties specified in the employee's job description.
- 9.09 Employees who are requested to assume the duties of a manager, or whose job descriptions outline this responsibility, shall be paid in accordance with the salary range established for the higher classification for each full working day during which he is assigned management responsibilities. The employee shall receive either an increase of ten percent (10%) or Step 1 of the salary range for the higher classification, whichever is greater. Notwithstanding the foregoing, under no circumstances will the employee receive more than Step 4 of the higher salary range.
- 9.10 In the event that an employee covered by this Agreement is laid off, the Employer shall pay such employee wages or salary and holiday pay earned by such employee, excluding authorized deductions, not later than the next regular payday after the layoff takes effect.
- 9.11 Any negotiated salary increase which may involve a retroactive pay adjustment shall be paid in full within sixty (60) days from the date of signing of the Agreement.
- 9.12 An employee who terminates due to retirement or death during a period covered by a retroactive pay adjustment shall be paid or have paid to his estate any salary benefit accruing.
- 9.13 The following conditions apply only to those employees occupying positions set out in Schedule "A" of this Agreement who are subject to merit increases from steps 1 to 4:
- (a) No employee shall receive less than the Step 1 rate for his particular classification.
 - (b) The Employer may authorize an initial appointment at a step higher than Step 1 where it is warranted by recruiting exigencies or the candidate's particular qualifications.
 - (c) Notwithstanding 9.13 (a), an employee may be appointed to a position at less than the Step 1 range for his particular classification on an underfill basis should he lack the full qualifications necessary to the position and is

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considered to have potential for development in that position. Payment shall be made in accordance with the following conditions:

- (1) The underfill rate shall be determined according to the qualifications of the employee as they relate to the new position.
 - (2) No employee shall be appointed as an underfill at a pay rate which is more than ten percent (10%) below Step 1 of the pay range for the new position.
 - (3) Where a person is appointed as an underfill, the underfill rate of pay may apply for no longer than one (1) year.
- (d) Upon promotion to a higher classified position, an employee shall be placed in the step in the new position which represents an increase of ten percent (10%) above his salary at the time of the promotion with the following exceptions:
- (1) Where a two (2) step increase would result in a salary greater than the new Step 4, in which case the employee shall be placed in Step 4.
 - (2) Where the employee was recruited within six (6) months of the promotion at a step other than Step 1 of the range, in which case the employee shall receive one (1) increment.
- (e) When a position class is reclassified to a higher salary range, all employees in that class shall be placed in a step which results in a five percent (5%) increase over the salary they were receiving at the time of the reclassification up to a maximum of Step 4. Where Step 1 of the new salary range is more than five percent (5%) above the employee's previous salary, the employee shall nevertheless be placed in Step 1 of the new range.
- (f) Where a position class is reclassified downward, the employees in that class shall not have a salary reduction. However, where an employee's salary then exceeds Step 4 salary range for that position, he shall receive no further increases until such time as his salary is equal to the Step 4 level.
- (g) Employees who are temporarily assigned to a classification having a higher salary range for a period of five (5) consecutive full working days or longer, shall receive an increase equal to five percent (5%) or equal to Step 1 of the salary range for the new classification, whichever is higher. Provided the above conditions are met, the employee shall be paid the acting rate for any statutory holiday where he has worked in this acting capacity for the last shift prior to and the first shift following the statutory holiday. Notwithstanding the above, any working days for which the

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employee is absent will be compensated at the employee's regular rate of pay.

- (h) An employee who is temporarily assigned to a classification at a lower salary range shall not have his salary reduced.
- (i) An employee who is permanently assigned to a classification at a lower salary range shall not have his salary reduced unless his present salary is in excess of Step 4 of the lower salary range in which case his salary shall be reduced to Step 4.
- (j) The increment date of an employee shall be the anniversary of the date of commencement of continuous service except that where an employee has been reclassified with a resulting salary increase or promotion, the increment date shall become the anniversary of the date of reclassification or promotion.
- (k) The salary of each employee shall, subject to subsections (l) and (m), be increased annually on his increment date by one (1) step where his salary falls on an increment or by five percent (5%) where his salary falls between increments until he reaches the Step 4 level.
- (l) An increase provided for in subsection (k) may be withheld for **performance** or other reasons by the Employer on the recommendation of the employee's Department manager, in which case the increase may be granted on the first day of any subsequent pay period up to six (6) months after the increment date upon which the increase was withheld.
- (m) Leave without pay in excess of fifteen (15) working days in any year shall cause the employee's increment date to be advanced to compensate for the total amount of leave without pay that has been taken.
- (n) The wage of an Arena Leadhand and Parks Leadhand shall be increased at the beginning of the pay period immediately following their anniversary date, by one (1) step up to the maximum of the salary range for those classifications.

9.14 The following conditions apply only to those employees occupying positions set out in Schedule "A" of this Agreement who are subject to only the fourth (4th) step of the salary ranges:

- (a) All employees shall be required to fill out time slips daily or at a frequency determined by the Employer.
- (b) If an employee is assigned to a position classification paying a higher wage rate or salary than his classified wage rate or salary, such an employee shall be paid the higher wage rate or salary for all time worked in such higher paying classification. If an employee works any portion of a

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shift at a higher wage rate or salary than his classified wage rate or salary, then he shall be paid the higher wage rate or salary for all hours worked during that shift. Furthermore,

- (1) If an employee is assigned to an acting capacity and provided an employee has actually worked in this acting capacity the last shift prior to a statutory holiday and the first shift thereafter, he shall be paid the acting rate for the statutory holiday.
- (2) If the employee in the acting capacity is on standby for one (1) full calendar week, his standby pay will be paid at the acting rate.
- (3) If an employee in an acting capacity takes any paid leave during the time he is scheduled to be in the acting capacity, his rate of pay for the paid leave shall be at his regular rate of pay.

ARTICLE 10: GENERAL HOLIDAYS

10.01 In each calendar year the Employer shall give to each employee twelve (12) designated general holidays with pay which shall be taken in accordance with the specific provisions of this Article.

10.02 For each such holiday an employee shall be paid not less than the equivalent of the wages/salary he would have earned at his classified rate of pay, for his normal hours of work.

10.03 An employee shall receive such holiday pay even if the holiday falls on a Saturday, Sunday, or on an employee's day of rest. The designated general holidays shall be:

New Year's Day	Canada Day
The Friday designated for the celebration of the Yukon	Discovery Day
Sourdough Rendezvous	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
	Boxing Day

and any other day declared or proclaimed a holiday by the Canadian, Yukon or City of Whitehorse governments.

10.04 When a general holiday falls on an employee's day of rest, the next working day shall be observed as the holiday. For employees in the Public Works and Recreation Departments, a general holiday which falls on an employee's day of rest shall be observed on the previous working day or the next operating working day as operating requirements necessitate. The Employer shall make every effort to notify employees at least five (5) calendar days prior to the holiday which day is to be observed as the general holiday.

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- 10.05 Without limiting the generality of section 10.01 of this Article, but subject to the provisions contained herein, general holiday pay provisions will prevail where an employee employed for a period of six (6) months is off work due to any circumstances for which he is eligible to receive compensation under Worker's Compensation, provided such an employee has earned wages/salary from the Employer during the sixty (60) calendar days immediately preceding the holiday.
- 10.06 When a general holiday falls within an employee's scheduled vacation, he shall receive the pay of a normal shift or work day for the holiday, in addition to his vacation pay, or another day off with pay, in conjunction with his vacation.
- 10.07 An employee shall be entitled to general holiday pay as set out above, if he works the last scheduled work day before the holiday or the first scheduled work day after the holiday, or is on leave of absence with pay approved by the Employer, or is on sick leave. Where an employee is on short term disability insurance, he shall not have his benefits reduced for any week in which a general holiday occurs.
- 10.08 Bylaw **Services** Constables & Facility/Parks Employees
- (a) Notwithstanding sections 10.01 and 10.02, in lieu of the twelve (12) statutory holidays per year or portions thereof, Bylaw **Services** Constables and/or Parks and Facility employees who are required to work statutory holidays as part of their regular duties, and the Bylaw **Service Constable** and/or Parks and Facility employee who is required to act as holiday replacement, shall receive equal time off with pay for each of the twelve (12) statutory holidays or portions thereof to which he is entitled under this Article.
 - (b) The lieu days entitlement for the year shall be granted in advance of January 1 of each year. In all cases of termination of service, for any reason including layoff but other than retirement, recovery will be made for any overpayment of statutory holidays.
 - (c) Lieu days which have not been taken by December 31 of the current year shall be paid by the Employer at one and one-half (1½) times the employee's normal straight time rate of pay. **Employees shall be permitted to carry-over up to six (6) days to the next calendar year. Carried over credits which remain unused at June 30 of the current year shall be paid by the employer.**
- 10.09 Statutory Holiday Payments
- To** equalize statutory holiday pay with those employees working the 4 x 10 shifts (120 hours), full time permanent employees who have completed one (1) full year of continuous service shall receive a statutory holiday payment as follows:
- (a) Employees working an eight (8) hour shift for five (5) days per week will receive twenty-four (24) hours of regular pay once a year.

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- (b) Employees working a seven (7) hour shift for five (5) days per week will receive thirty-six (36) hours of regular pay once a year.

This payment will be made by December 1 of each year.

ARTICLE 11: ANNUAL VACATIONS

- 11.01 In employee who has received pay for at least an equivalent of two (2) standard work weeks in a calendar month shall receive as vacation pay the monthly accrual for the period for which he is taking his vacation in accordance with the following:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>MONTHLY ACCRUAL RATES</u>		Percentage of Gross Earnings Worked Excluding Any Bonuses
	Standard Work Week 40 Hours	35 Hours	
Less than three years service [4 weeks]	13.33 hours	11.66 hours	8%
Three complete years and less than eight years [5 weeks]	16.66 hours	14.58 hours	10%
Eight completed years and less than fifteen years [6 weeks]	20.00 hours	17.50 hours	12%
Fifteen completed years and less than twenty years [7 weeks]	23.33 hours	20.42 hours	14%
Over twenty years [8 weeks]	26.66 hours	23.33 hours	16%

- 11.02 The Employer shall make a reasonable effort to grant an employee the period of vacation leave requested.
- 11.03 The number of employees who may be on vacation at any one time from a department shall be determined by the Employer as operational requirements permit.
- 11.04 Vacation leave may be taken at any time during the year provided the employee has applied in advance on a vacation leave application and such leave has been approved.
- 11.05 Notwithstanding section 11.04, annual leave which is applied for prior to the first day of March of the calendar year in which the leave is to be taken will be considered on the basis of seniority. Annual leave applications received after March 1 will be considered as they are received and seniority will not be taken into account.
- 11.06 Should the employee request to be paid vacation pay prior to going on holidays, the Employer will estimate the amount of monies owing to the employee and issue a cheque in the form of an advance. All deductions and calculations will be processed on the next normal pay run and a statement will be issued to the employee outlining the vacation accruals taken. At the end of the calendar year a computation shall be made on gross earnings worked, exclusive of any bonuses in the current year as outlined in section 11.01.

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- 11.07 Continuous Service Date
- (a) An employee whose continuous service date falls prior to the sixteenth (16) day of the month shall receive the next higher vacation leave accrual rate during that month.
 - (b) An employee whose continuous service date falls on or after the sixteenth (16) day of the month shall receive the next higher annual vacation leave accrual rate in the following month.
- 11.08 In any calendar year that an employee has not taken all of the vacation leave credited to him the unused portion of his vacation leave shall be carried over into the following year except that:
- (a) In January of each year the Employer will pay the employee for all unused accumulated vacation leave credits in excess of the days that were accumulated for the period from January 1 to December 31 of the prior year.
- 11.09 If the employee is terminated for any reason, such an employee shall be paid all the accrued vacation pay that he is entitled to under section 11.01 of this Article.
- 11.10 The vacation pay entitlements of an employee under this Article shall at no time be less beneficial than those he would be entitled to under the provisions of any government legislation, ordinance or any orders and/or regulations made thereunder.

ARTICLE 12: ILLNESS

- 12.01 Upon completion of ninety (90) calendar days of continuous service, all permanent employees shall be granted sick leave when the employee must be absent from work by reason of bonafide non-occupational illness or accident, medical, dental and optical appointment. The granting of such leave shall be subject to the following conditions:
- Non-Occupational Illness or Accident
- (a) An employee who is unable to report for his scheduled shift shall notify his immediate supervisor prior to the starting time of his working day or as soon after the beginning of the working day as possible in order to qualify for paid sick leave.
 - (b) Subject to section 12.02, an employee shall be entitled to time off with pay for a maximum period of three (3) days per calendar year. Effective January 1, 2003 one (1) additional day shall be added to make four (4) days per calendar year and, effective January 1, 2005 one (1) additional day shall be added to make five (5) days per calendar year. Absences in excess of three (3) consecutive working shifts shall be governed by

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section 12.03 of this Article and must be accompanied by documentation as outlined in the Wage Indemnity and/or Long Term Disability policies.

- (c) Should it become apparent at any time that a pattern of absence is developing, the Employer may request that an employee undergo an independent medical examination or that further medical evidence acceptable to the Employer be furnished to substantiate any period of absence claimed to be illness.
- (d) Employees who are required to undergo such examination will continue to be paid further sick leave subject to section 12.02 only if the physician has indicated that the employee's medical condition necessitates frequent absences. When no chronic medical problem is indicated, further payment of sick leave shall cease for the remainder of the calendar year.
- (e) Medical, Dental, Optical Appointments, and to Attend Funerals

When it is not possible for employees to arrange medical, dental and/or optical appointments, or attend funerals outside their regular hours of work, employees who normally work a five (5) day work week will be granted a maximum of ten (10) hours with pay per calendar year over and above the provisions laid out in section 12.01(b) to be used for medical, dental and/or optical appointments, or to attend funerals only. Employees who normally work a four (4) day work week will be granted a maximum of eight (8) hours with pay per calendar year over and above the provisions laid out in section 12.01(b) for medical, dental and/or optical appointments, or to attend funerals only. A maximum period of four (4) hours will be granted for each appointment.

- 12.02 If in the current calendar year an employee has been granted the three (3) working shifts of paid leave as defined in section 12.01(b) and has utilized the maximum allowance for medical, dental and/or optical appointments, or funerals as defined in section 12.01(e), further leave payments beyond those listed shall be reduced to fifty (50) percent of the employee's regular pay for each hour of leave taken for the remainder of the calendar year.

Wage Indemnity

- 12.03 (a) The carrier will determine whether the Wage Indemnity Policy entitlement conditions are met. Any questions as to whether an employee has met the Wage Indemnity Policy entitlement conditions shall be a matter between the employee and the carrier and cannot be a grievance arbitrable under this collective agreement. Such matters must be pursued under the terms of the Wage Indemnity Policy.
- (b) Provided the carrier has approved the Wage Indemnity claim, an employee who is absent due to a bonafide non-occupational illness or

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accident for more than three (3) consecutive work days shall be entitled to time off with pay for a maximum of seventeen (17) weeks from the first day of illness in accordance with the following schedule:

COMPLETED CONTINUOUS EMPLOYMENT	MAXIMUM BENEFIT
First ninety days	No Provision
Ninety days to one year less one day	Four weeks at full pay, thirteen weeks at two-thirds pay.
One year to two years less one day	Seven weeks at full pay, ten weeks at two-thirds pay
Two years to three years less one day	Ten weeks at full pay, seven weeks at two-thirds pay.
Three years to four years less one day	Thirteen weeks at full pay, four weeks at two-thirds pay.
Over four years	Seventeen weeks at full pay.

12.04 Successive periods of disability separated by less than thirty (30) calendar days of continuous full time employment will be considered one period of disability unless the subsequent disability is due to a sickness or injury entirely unrelated to the cause of the previous disability and commences after the employee's return to full time employment.

12.05 Long Term Disability

- (a) Employees who are continuously disabled due to a non-occupational illness or accident for a period in excess of seventeen (17) weeks may be eligible to receive Long Term Disability payments. The carrier will determine whether an employee is eligible to receive long term disability payments under the provisions of the long term disability plan. Any questions regarding an employee's eligibility for long term disability benefits shall be a matter between the employee and the carrier and cannot be a grievance arbitrable under this collective agreement. Such matters must be pursued under the terms of the long term disability plan.
- (b) Payments will be based upon an amount equal to sixty (60) percent of the employee's earnings based upon his normal straight time earnings to a maximum benefit of \$3,000.00 per month.
- (c) Long Term Disability payments shall continue until the employee is able to return to full time employment, reaches age sixty-five (65), or ceases to meet the entitlement conditions of the insurer, whichever is earlier.

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- (d) Effective the first of the month following completion of ninety (90) days of continuous employment, Long Term Disability premiums will be paid by the employee.

12.06 Attendance Bonus

- (a) An employee who is not absent from work for any reason described in Article 12 and/or section 13.05 (Injury on Duty Leave) shall become entitled to an Attendance Bonus payment equivalent to one-third (1/3) a normal day's pay based on the employee's normal straight time earnings. Such payment shall be granted for each calendar month during which no sick leave was taken.
- (b) Attendance Bonus entitlements shall be accumulated to December 31 of each year and paid to entitled employees by January 31 of the following year.
- (c) For purposes of this section, employees who normally work a five (5) day work week shall be allowed a maximum of ten (10) hours for medical, dental or optical appointments in any calendar year without forfeiting their entitlement to the Attendance Bonus.
- (d) Employees who normally work a four (4) day work week shall be allowed a maximum of eight (8) hours for medical, dental and optical appointments in any calendar year without forfeiting their entitlement to the Attendance Bonus.

ARTICLE 13: LEAVE OF ABSENCE

13.01 Bereavement

- (a) The Employer shall grant an employee leave of absence with pay for a period of six (6) working days where there is a death in the employee's immediate family.
- (b) "Immediate Family" for the purpose of bereavement leave is defined as mother, father, sister, brother, spouse, son, daughter, step father, step mother, foster parent, step child or ward of the employee, mother-in-law, father-in-law, grandparent, grandchild and any relative permanently residing in the employee's household or with whom the employee permanently resides. For purposes of this section spouse may also include common-law partner provided the relationship has existed for the full twelve (12) month period immediately preceding the application for leave and the employee's personnel file confirms the commencement of such relationship.

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- (c) An employee shall be entitled to leave with pay of one (1) working day in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law.

13.02 Marriage

After the completion of six (6) months continuous employment, an employee who provides the Employer with one (1) week's notice shall be granted leave with pay to a maximum of one (1) standard work week for the purpose of getting married, such leave to be taken at the time of the marriage.

13.03 Birth/Adoption

Leave with pay to a maximum of two (2) days shall be granted to a male employee on the occasion of the adoption or birth of his child and to a female employee on the occasion of the adoption of her child. These days can be taken either at the time of the birth/adoption and/or at the time the child comes home.

13.04 Court Leave

- (a) Employees summoned to jury duty, subpoenaed as a witness, or attending court proceedings on behalf of the Employer shall be granted leave with pay. It is understood that any pay received in connection with these activities shall be remitted to the Employer.
- (b) If an employee employed on an afternoon or graveyard shift is subpoenaed to attend court, the Employer will make every effort to ensure the employee has eight (8) hours of rest between the end of his last shift and the beginning of his next shift. If eight (8) hours of rest are not possible, the employee shall be paid his regular wage for the shift in question and not be required to work it.

13.05 Injury on Duty Leave

- (a) Permanent full time and permanent part time employees who are injured on the job and have their claim approved by the Worker's Compensation Health and Safety Board, shall be granted Injury on Duty Leave with pay for such reasonable period as may be determined by the Employer.
- (b) Where such leave is granted, the employee shall assign to the Employer all payment received from Worker's Compensation covering the period of Injury on Duty Leave.
- (c) However, notwithstanding section 13.05(a), payment of Injury on Duty Leave will not exceed the number of days of absence approved by the Workers' Compensation Health and Safety Board.

13.06 Maternity Leave

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- (a) After completion of one (1) year of continuous employment, pregnant employees shall be eligible for seventeen (17) weeks maternity leave without pay in accordance with the provisions of the Yukon Employment Standards Act.
- (b) An employee qualifying under section 13.06(a) shall, subject to the provisions of section 13.07(a), also be entitled to request parental leave without pay up to a maximum of thirty-seven (37) weeks in accordance with the provisions of the Yukon Employment Standards Act.
- (c) A pregnant employee shall notify the Employer of her pregnancy and provide as confirmation a certificate from a qualified medical practitioner at least fifteen (15) weeks prior to the expected date of termination of the pregnancy.
- (d) A pregnant employee granted maternity leave shall take such leave between eleven (11) weeks prior to the termination of the pregnancy and twenty-six (26) weeks after the termination of the pregnancy. The employee shall indicate at the time of advice the length of leave required up to the maximum of seventeen (17) weeks under section 13.06(a) and up to thirty-seven (37) weeks under section 13.06(b). Should there be any question of the employee's ability to continue working, the employee may be required, at the Employer's request, to provide medical authorization of her fitness to continue working.
- (e) The Employer may, upon submission of a certificate from a qualified medical practitioner, permit the maternity leave referred to in section 13.06(a) to commence more than eleven (11) weeks prior to the expected date of termination of the pregnancy, or extend the additional leave without pay more than twenty-six (26) weeks after the termination of the pregnancy.
- (f) The Employer shall be exempt from the time limitations of section 2.02(d) when hiring temporary replacements for pregnant employees on maternity leave.
- (g) An employee who is on maternity leave shall provide the Employer with a minimum of six (6) weeks notice, in writing, of the date upon which she will return to work.
- (h) An employee who fails to provide such notice, or who does not return on the agreed date, may be terminated.
- (i) Provided she returns to work in accordance with section 13.06(g), an employee who has been absent on maternity leave shall retain and continue to accrue all her seniority in the bargaining unit for the period that she was on maternity leave.

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- (j) An employee's continuous service date will not be advanced by the amount of the maternity leave taken under section 13.06(a) up to a maximum of seventeen (17) weeks or by the amount of the parental leave taken under section 13.06(b) up to a maximum of thirty-seven (37) weeks.
- (k) The employee will be required to prepay the employee portion of medical and group insurance plan premiums in order to maintain the coverage for the period of leave.

13.07 Parental/Adoption Leave

- (a) An employee qualifying under section 36.1 of the Yukon Employment Standards Act shall be entitled to request parental leave without pay up to a maximum of thirty-seven (37) weeks in accordance with the provisions of the Yukon Employment Standards Act. There shall be no duplication or overlap with the maternity leave provisions under section 13.06(b).
- (b) An employee's continuous service date will not be advanced by the amount of the parental leave taken under section 13.07(a) up to a maximum of thirty-seven (37) weeks.

13.08 Leave Without Pay

- (a) Leave without pay may be granted to an employee under special circumstances where in the opinion of the Department manager the operational efficiency of the department will not be adversely affected.
- (b) All applications for leave without pay in excess of ten (10) working days shall be subject to the approval of the City Manager.
- (c) Except where provided otherwise by statute, an employee who has been granted leave without pay which results in that employee receiving less than an equivalent of two (2) standard work weeks of pay in any calendar month shall be required to prepay the full cost of medical and group insurance plan premiums in order to maintain benefit coverage for the period of leave.
- (d) Applications for leave without pay shall be submitted at least thirty-one (31) calendar days in advance of the intended commencement date of the leave and the employee shall receive written notification of the decision within fourteen (14) calendar days of the date of application.
- (e) Except where provided otherwise by statute, an employee who has for any reason been granted leave without pay in excess of fifteen (15) calendar days shall cause his increment date and continuous service date to be advanced to compensate for the total amount of leave taken.

13.09 Unspecified Leave

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- a) Upon completion of six (6) months' continuous service, an employee shall be granted unspecified leave days, as operational requirements permit, to be used when needed as follows:

40 Hour Standard Work Week

24 Hours

35 Hour Standard Work Week

21 Hours

- (b) Unspecified Leave days shall not be carried over into the next calendar year. Unspecified Leave days which are unused at the end of the calendar year shall be paid to the employee.
- (c) Upon termination an employee will be entitled to a payment of any unused hours for Unspecified Leave on a pro rata basis proportional to the number of completed months of service since the granting of Unspecified Leave hours.

13.10 Illness in the Immediate Family

Effective January 1 2003 leave shall be granted to a maximum of one (1) working day per calendar year when the employee's presence in the home is required to care for or to make arrangements for the care of a family member who is ill in accordance with the following conditions:

- (a) When no one in the employee's home other than the employee can provide for the needs of the family member who is ill;
- (b) In the case of illness of an adult family member, the illness must be of a nature which necessitates the employee's attendance upon that person;
- (c) When no family member other than the employee can escort a family member requiring medical attention to a physician and the family member is physically unable to do so himself.
- (d) For purposes of this section, "Family" shall mean spouse, son, daughter, or father/mother if he/she is a permanent resident of the employee's household. "Family" shall further include common-law partner provided the common-law relationship has existed for the full twelve (12) month period immediately preceding the application for leave and the employee's personnel file confirms the commencement of such relationship.

Effective January 1 2004 one (1) additional day will added to this leave to make (2) two days per calendar year.

The Employer may request a report from a qualified medical practitioner should any doubt exist as to the legitimacy of an application for such leave.

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ARTICLE 14: MEDICAL AND GROUP INSURANCE

Basic Medical Insurance

- 14.01 All employees whether full-time, part-time, temporary or casual shall participate in the Yukon Health Care Insurance Plan unless otherwise exempted.
- 14.02 On the first of the month following sixty (60) days of continuous employment, permanent employees, provided they meet the insurer's time requirements, shall commence the following benefits:
- (a) Extended Health Care Plan
 - (b) \$25,000 - Group Life Insurance
 - (c) \$25,000 - Accidental Death and Dismemberment Insurance
- 14.03 Premium costs for benefits listed in 14.02 of this Article shall be cost shared on the basis of ninety percent (90%) payment by the Employer and ten percent (10%) payment by the employee.
- 14.04 Effective the first of the month following the completion of sixty (60) days of continuous employment, all permanent employees, provided they meet the insurer's time requirements, shall be enrolled in a Dental Plan. The premiums shall be cost shared on the basis of seventy-five (75%) by the Employer and twenty-five (25%) by the employee.

ARTICLE 15: REGISTERED RETIREMENT SAVINGS PLAN

- 15.01 Upon the commencement date of employment permanent employees shall enrol in the Employer's Group Registered Retirement Savings Plan.
- 15.02 Subject to the specific provisions of federal pension legislation, the Employer shall deduct a minimum of six percent (6%), 3.5% of which is contributed by the Employer, of the permanent employee's gross pay for each biweekly pay and deposit such deduction with the Group Registered Retirement Savings Plan holder. The City agrees to increase their contribution by 0.50% on January 1, 2003; by an additional 0.5% on January 1, 2004; and by an additional 0.5% on January 1, 2005.
- 15.03 All monies remitted on behalf of the employee shall be immediately vested with the employee.
- 15.04 Employees cannot withdraw from the Group Registered Retirement Savings Plan until termination or retirement from their employment with the City of Whitehorse with the exception of withdrawals for home ownership, Lifetime Learning Plan and/or settlements from marriage break-ups.
- 15.05 All monies formerly locked-in/vested under the Group Pension Plan will remain locked-in/vested until retirement.

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ARTICLE 16: YUKON BONUS

- 16.01 All permanent full time employees who have completed two (2) or more years of continuous service shall be entitled to receive a Yukon Bonus travel benefit in the amount of \$2,900.00 and be entitled to the Yukon Bonus each subsequent year of continuous service thereafter.
- 16.02 All permanent part time employees who have completed two (2) or more years of continuous service shall be entitled to receive a Yukon Bonus travel benefit on a pro rata basis and be entitled to the Yukon Bonus each subsequent year of continuous service thereafter.
- 16.03 In order to receive this benefit, the Yukon Bonus must be claimed by completing the application form provided for that purpose during the twelve (12) month period following each entitlement date.
- 16.04 Subject to the provisions of this Article, an employee who has completed at least two (2) years of continuous service and who is laid off, terminated for health reasons or retires during the period of entitlement as in section 16.01 & 16.02 shall be entitled to a Yukon Bonus payment on a pro rata basis proportional to the number of continuous completed months of service since his last Yukon Bonus entitlement date.
- 16.05 Subject to the provisions of this Article, an employee who has completed at least five (5) years of continuous service and who voluntarily terminates during the period of entitlement as in section 16.01 16.02 shall be entitled to a Yukon Bonus payment on a pro rata basis proportional to the number of continuous completed months of service since his last Yukon Bonus entitlement date.

ARTICLE 17: LONG SERVICE BONUS

- 17.01 A full time permanent employee who has completed five (5) years of continuous service shall be entitled to a yearly long service bonus equivalent to two percent (2%) of annual base salary.
- 17.02 Effective September 1, 1998, a part time permanent employee who has completed five (5) years of continuous service shall be entitled to a yearly long service bonus equivalent to two percent (2%) of annual base salary.
- 17.03 The long service bonus shall become payable each completed year thereafter on the employee's anniversary date of continuous service.

ARTICLE 18: SHOP STEWARD

- 18.01 The Union may select or appoint Shop Stewards to represent the employees and the Union shall notify the Employer as to the names of such Shop Stewards. The Employer agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.

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- 18.02 The Shop Steward shall, where possible, obtain the permission of the department manager or his designate before leaving his work and shall report back to the department manager before resuming normal duties. Permission shall not be unreasonably withheld.
- 18.03 When the Employer for any reason finds it necessary to terminate a Shop Steward, the Union shall be notified upon such termination.
- 18.04 Employees shall have the right to be accompanied by a Shop Steward to any meeting called by management, the purpose of which is to investigate any allegation that may lead to discipline, when formal discipline is actually being handed out or to attend a hearing at any level in the grievance procedure. The employer will make every reasonable effort to provide the employee at least twenty-four hours notice of such meeting.
- 18.05 Where operational requirements permit, the Employer will grant leave without pay to employees who exercise authority as a union officer or Shop Steward to undertake training related to their duties, attend conventions of the union, The Federation of Labour or Canadian Labour Congress. Such leave shall not be unreasonably withheld.
- 18.06 Where operational requirements permit, the Employer will grant leave without pay to four (4) employees for the purpose of attending contract negotiations and contract preparation meetings on behalf of the union. The Employer agrees that while employees attend such meetings, the Employer shall continue benefit contributions.
- 18.07 Leave without pay covered under this Article shall be administered by the Employer by continuing the employee's pay and billing the union the amount of pay the employee would have lost.
- 18.08 Leave of Absence for Elected Union Position
- The Employer agrees to authorize a leave of absence to one employee who is elected to Office by the Union, subject to the following conditions:
- (a) The authorized leave will be for the term of appointment designated by the Union to a maximum of three years.
 - (b) Upon the expiry, or cessation, of the term of office the employee will assume the duties of the position held by the employee prior to the leave of absence.
 - (c) If the employee is re-elected for subsequent terms, the employee shall continue to be on leave. Upon completion of the term of office, the

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employee will be guaranteed a position at the same level held before the leave of absence.

(d) The Union agrees to provide the Employer with one month's written notice of the commencement and termination of this leave of absence.

18.09 Authorized representatives of the union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to in the operation. It is understood that the Union will make every effort to make advance arrangements with the Employer.

ARTICLE 19: GENERAL PROVISIONS

19.01 Any employee suffering injury while on the job must report immediately or as soon as practicable to the Supervisor, his replacement or the nearest medical officer.

19.02 The Employer shall supply electrical plug-ins and parking spots wherever possible. The plug-ins are for block heaters only, and must not be used for interior heaters, etc.

19.03 Adequate washroom facilities will be provided by the Employer and kept in a sanitary condition. Employees will cooperate by observing the simple rules of cleanliness.

19.04 A notice board for each work site and E-mail bulletin board shall be provided for the posting of all official Union notices.

19.05 All regular hours lost by an employee due to necessary attendance in completing a driver's examination or doctor's examination required by the Employer, shall be paid for by the Employer at the rate of pay applicable to said employee.

19.06 **Transfers**

An employee who transfers into a department with different standard hours of work, at the time of transfer shall have his vacation leave credits, if applicable, converted to comply with the new department's standard hours of work.

19.07 The Employer may allow an employee to remain in the Employer's service beyond the age of sixty-five (65) years where in the opinion of the Employer such an extension of service is justified and in the best interests of the Employer, subject to the following conditions.

- (a) No single extension shall be granted for a period in excess of one (1) year.
- (b) A medical examination of the employee may be required at the discretion of the Employer before any request for an extension of service is considered.

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- (c) Under no circumstances shall an employee remain in the Employer's service beyond the age of seventy (70) years.
- 19.08 It shall not be considered a cause for discipline nor a violation of the collective agreement to have employees honour legal picket lines.
- 19.09 To encourage employee use of public transit, the Employer shall reimburse 50% of the cost of a Pass on the City operated Public Transit system.

ARTICLE 20: WORK EQUIPMENT AND CLOTHING

- 20.01 Individual lockers will be provided by the Employer for each permanent Public Works employee, each permanent Bylaw Services Constable, each permanent Pool employee, each permanent Arena employee and each permanent Parks employee.
- 20.02 Employees are expected to take reasonable care of clothing supplied by the Employer. The Employer shall reimburse the employee on receipt of a bill covering required repairs for work related damage.
- 20.03 The Employer shall have the right to establish appropriate dress standards for employees of the City and may require employees to wear identifying apparel and identification when deemed necessary and appropriate. Should employees be required to wear identifying apparel, such items shall be supplied by the Employer at no cost to the employee. An employee who is required to wear coveralls or smocks shall have these items supplied and cleaned by the Employer.
- 20.04 Winter coveralls shall be furnished by the Employer on a change out basis at the discretion of the Department manager.
- 20.05 Safety Boot Allowance
 - (a) All full time permanent employees designated by the City as requiring safety boots shall be eligible to receive a \$90 safety boot allowance on April first each year.
 - (b) To be eligible for the safety boot allowance, employees must have completed one (1) full year of continuous employment. The allowance will be paid within one (1) month of the eligibility date.
- 20.06 Uniforms for Bylaw Services Constables
 - (a) Bylaw Services Constables shall have uniforms supplied by the Employer.
 - (b) The Employer shall reimburse Bylaw Services Constables for the cost of dry cleaning for each uniform item which is not washable as follows:
 - Parkas up to two (2) dry cleanings per year
 - Jackets up to two (2) dry cleanings per year

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Trousers up to nine (9) dry cleanings per year
Ties up to four (4) dry cleanings per year

- (c) The Employer shall supply wallet badges to Bylaw **Services** Constables who will be required to carry them at all times whether on or off duty within the boundaries of the City of Whitehorse.
 - (d) The issue, use, replacement and return of uniforms and wallet badges shall be governed by the policies set down in the Administrative Directives of the City.
- 20.07 When employees are required to supply their own tools (other than mechanic's tools) such employees shall be compensated by the Employer in accordance with the cost of such tools.
- 20.08 Tool Allowance
- (a) Permanent employees occupying positions in the classification **Heavy Equipment Mechanic and Lead Hand Transit Mechanic**, who will have
 - (b) completed twelve (12) months of continuous employment as at December **first** of that year will be eligible for a tool allowance.
 - (c) Eligible employees will receive a tool allowance in the amount of five hundred dollars (\$500.00) maximum, to be paid during the month of January for the prior year on an annual basis. This allowance is to assist in defraying the employee's cost of replacing tools used in the performance of his regular duties.
- 20.09 Clothing Allowance
- (a) All full time permanent employees (excluding uniform personnel) will be eligible to receive a clothing allowance once per year.
 - (b) The clothing allowance shall be one hundred dollars (\$100.00) per year and will be paid in the month following completion of one (1) year of continuous service and each year thereafter on the employee's anniversary date. **Effective September 1 2004 and thereafter, the clothing allowance shall be three hundred dollars (\$300.00) per year.**
- 20.10 Vision Care Allowance
- (a) All full time permanent employees will be eligible to receive a vision care allowance once every two (2) year period to a maximum of **\$250.00**.
 - (b) The allowance in 20.10 (a) will be paid to the total amount of submitted receipts for prescription eyeglasses or contact lenses and/or eye exams for the employee and any member of the employee's immediate family as defined in Article 13.10(d).

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ARTICLE 21: SENIORITY

- 21.01 For seniority purposes only, the groups will be defined as:
- (a) Clerical and Technical Employees
 - (b) Recreation and Bylaw Employees
 - (c) Public Works Employees
 - (d) Temporary Employees
- 21.02 At least once every three (3) months the Employer shall post in a conspicuous place in each applicable department a current seniority list of permanent and temporary employees for each group. This list shall include the date of the employee's last entry into the bargaining unit covered by this Agreement and a cumulative total accrued seniority in completed months.
- 21.03 Permanent and temporary part time employees shall accrue seniority on a pro rata basis proportional to the percentage of established regular hours employees are scheduled to work.
- 21.04 Seniority shall not be applicable during the initial probationary period; however, when the probationary period is successfully completed seniority will commence from the original date of entry into the bargaining unit.
- 21.05 If an employee is transferred or promoted, his seniority shall be transferable within the bargaining unit.
- 21.06 If an employee is transferred to employment which is outside the bargaining unit, or he is appointed to act temporarily for a period of greater than three (3) months in a position which is outside the bargaining unit, he shall retain his seniority rights for a period of six (6) months commencing from the day on which the transfer, promotion or acting appointment becomes effective. During the period of transfer, promotion or acting appointment outside of the bargaining unit an employee shall not accrue seniority, nor shall he be entitled to grieve under Article 28 of this Agreement.
- After the six (6) month period has expired, such an employee shall lose all his seniority rights in the bargaining unit. If such an employee is transferred or promoted back to employment coming within the bargaining unit or ceases to act in a position outside the bargaining unit within the six (6) month period, he shall retain all his seniority in the bargaining unit and will again commence accruing seniority from the effective date of his return to a bargaining unit position.
- 21.07 An employee's seniority rights shall be deemed lost and his employment deemed terminated when:
- (a) he leaves the employment of the Employer voluntarily;

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- (b) he is discharged by the Employer and such discharge is not reversed through procedures instituted under the Grievance Procedure of this Agreement;
- (c) he has been laid off and fails to exercise his right to recall by refusing an offer of permanent employment or by refusing three (3) separate offers of casual or temporary employment;
- (d) he is recalled and fails to report for work in accordance with section 21.13 (c) of this Article.

21.08 Should any dispute arise as to seniority, it shall be settled as a grievance under the Grievance Procedure of this Agreement.

Layoff and Recall

21.09 In the event of a layoff of a permanent or seasonal employee within a group, the Employer will advise the employee as soon as is practicable after the decision to lay off is made, and in any event shall give the employee at least thirty (30) calendar days notice in writing that he is going to be laid off, and such notice shall include the effective date of the layoff. If thirty (30) calendar days written notice are not provided, the employer will pay 2 weeks salary in lieu of wages to the affected employee. Within the specified term, Group (d) Employees subject to layoff shall be given fourteen (14) calendar days' written notice or one weeks salary in lieu of notice.

21.10 In the event of layoffs subject to section 21.12, group seniority shall be exercised prior to overall bargaining unit seniority being recognized. The principle of last employee on, first employee off shall prevail.

21.11 Subject to section 21.10 and section 21.14, if layoffs occur, providing a senior employee is capable of performing another job within the bargaining unit, he may exercise his seniority rights and take such job.

21.12 A laid off permanent or seasonal employee shall retain his seniority and right to recall within the bargaining unit for twelve (12) months after the last date of layoff. A laid off Temporary Employee shall retain his seniority and right to recall within the bargaining unit for a period matching their period of employment, or 3 months, whichever is greater, not to exceed 12 months after the last date of layoff. Should two or more employees have the same date of hire, the employer shall rank the employees by merit and the employee having the lowest merit shall be the first laid off. Merit shall be based on documents in the employee's personnel file relevant to job performance at the date of layoff relevant to the employee's duties and responsibilities.

21.13 (a) Subject to section 21.14, during the right to recall period, the Employer shall offer available casual, temporary or permanent employment to

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- qualified, laid off employees within the bargaining unit according to their seniority. The principle of last employee off, first employee on shall prevail.
- (b) Seniority accumulated by Temporary employees shall be used for recall to temporary positions. Seniority can be used when applying for a permanent position providing no qualified permanent employees apply. Seniority shall be retroactive to the employee's initial date of hire.
 - (c) This section shall only apply if a laid off employee has kept the Employer advised of his current address and reports for work within seven (7) working days after notice of recall, in the form of a **certified** letter.
- 21.14 The parties to this Agreement agree that the exercising of seniority rights on layoff or recall shall not be used to achieve promotion for that employee or what would otherwise be deemed a promotion under this Agreement, nor shall it be used to circumvent other provisions of this Collective Agreement.
- 21.15 In employee who has been required to accept an equivalent or lower classification as a result of the exercising of seniority rights within the bargaining unit, shall be reinstated without competition or probationary period in his former position should it become available.
- 21.16 If a laid off employee is called back to work within his right to recall period, there shall be deemed to have been no break in such employee's bargaining unit seniority with the Employer by reason of such layoff.
- 21.17 A laid off employee who has been recalled to permanent employment within the right to recall period shall not be required to serve another probationary period.
- 21.18 A laid off employee who is recalled to a permanent position within his right to recall period shall retain the annual vacation accrual rate that he was entitled to on his date of layoff but he shall not accrue any type of leave for the period he was laid off.
- 21.19 All other employee benefits shall be commenced as if **no break in service occurred**.

ARTICLE 22: SEVERANCE

- 22.01 Employees shall be entitled to receive severance pay in accordance with the following provisions for completed continuous years of employment:
- (a) An employee who is terminated for cause shall not be paid severance pay.
 - (b) On layoff, rejection on probation, and non culpable discharge, a permanent employee with one (1) or more years of continuous service shall receive severance pay in the amount of two (2) weeks' pay for the first completed year of service and one (1) weeks' pay for each succeeding complete year of employment to a maximum of eighteen (18)

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weeks less any period in respect of which severance pay was previously granted.

- (c) An employee who has five (5) or more years of continuous service shall on resignation receive one-half (½) of the severance amount provided in section 22.01(b) less any period in respect of which the employee was previously granted severance pay for a layoff.
- (d) An employee who has twenty (20) years or more of continuous service shall upon resignation receive severance as outlined in (b) to a maximum of twenty-eight (28) weeks.

ARTICLE 23: JOB POSTING

23.01 When it is determined by the Employer that a vacancy exists in a permanent position, the Employer shall post notice of such vacancy on all bulletin boards, within thirty (30) calendar days from the position becoming vacant, and staff the position as soon as reasonably possible, unless the Parties agree otherwise.

23.02 Where as a result of action taken in section 23.01, the Employer determines that there are no qualified employee applicants, the Employer may fill the vacancy by any other recruitment and selection process.

23.03 Appointments shall be made to the highest ranked candidate by considering qualifications including but not limited to education, skill, training, knowledge, experience, attitude and previous performance during employment.

23.04 Where the Employer determines that two or more applicants have relatively equivalent qualifications, appointment shall be made on the basis of seniority. Relatively equivalent shall mean no more than 5% difference between each applicant's total ratings.

23.05 Then it is determined by the Employer that an acting pay situation is necessary and when it is known that the acting situation will continue for more than forty (40) working days, the Employer shall post the temporary acting position in the same manner as for a permanent vacancy. Temporary openings for the Labourer and Switchboard/Receptionist positions do not have to be posted.

Notwithstanding the foregoing, nothing shall preclude the Employer from temporarily assigning a bargaining unit employee to act while the job posting process is being finalized.

23.06 Where operational requirements permit, permanent employees who are qualified will be given first opportunity to fill temporary positions.

23.07 In the event an employee grieves a decision pursuant to clause 23.03 or 23.04 the Employer agrees to provide the average ranking on each qualification of each candidate in the competition.

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ARTICLE 24: GOVERNMENT FUNDED WORK PROJECTS

- 24.01 It is agreed between the parties hereto that the Employer may participate in Federal or Territorial funded work projects and that any wages or compensation and working conditions of individuals participating in such programs shall be determined by the specific program provisions established by the applicable level of government.
- 24.02 The participation of such individuals shall in no way effect the job security of employees falling within the scope of this Agreement nor shall a laid off employee's rights to recall be circumvented by reason of the Employer's participation in such programs.
- 24.03 Should the Employer wish to participate in government funded programs other than those described in section 24.01, the Employer shall advise the Union accordingly and shall receive the Union's agreement prior to participating in such program.
- 24.04 The Employer shall also attempt to advise the Union of those individuals participating in government assisted programs prior to their actual commencement, but, if unable to do so, then after the commencement of the program.

ARTICLE 25: PROBATION PERIOD

- 25.01 When new employees are hired they shall be on probation as outlined in Schedule "A".
- 25.02 A probationary employee may be rejected at any time during the initial probationary period when it is determined by the Employer that the employee has failed to meet an acceptable standard of performance or conduct that warrants such rejection. A probation period may be extended by the Employer no longer than the employee's initial probation period if it is anticipated that the Probationary Employee may benefit from additional time to reach an acceptable standard of performance or conduct.
- 25.03 When an employee is promoted or transferred to another position he shall be on probation as follows:
- (a) On promotion or transfer within the same department he will serve fifty percent (50%) of the established probationary period.
 - (b) On promotion or transfer outside the department he will serve seventy-five percent (75%) of the established probationary period.
 - (c) An employee or the employer may reject the probation period for cause. Upon such rejection the employee shall return to their previous position.

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ARTICLE 26: DISCIPLINE

26.01 Where an employee is disciplined causing a reprimand to be documented and placed on the employee's file in the Department of Human Resources, such document shall be retained on the file for a maximum time period following the date of the reprimand in accordance with this section.

Oral Reprimand	6 months
Written Reprimand	6 months
Suspension	12 months

26.02 Should no further disciplinary action be taken during the time periods specified herein, the document shall then be removed from the file and forwarded to the employee concerned for destruction.

26.03 Any further disciplinary action taken during the time periods specified herein, shall cause all documented reprimands to be retained on the employee's file until the expiration of the time period applicable to the most recent documented reprimand.

26.04 The Employer shall provide the Steward and the local Union office with a copy of any written record of disciplinary action (including reprimands) which is to be recorded in the employee's file.

26.05 Employees shall have the right to Union Representation where formal discipline is being handed out.

26.06 Discipline & discharge shall only be for just cause.

ARTICLE 27: SAFETY PROVISIONS

27.01 The parties to this Agreement shall at all times comply with the Yukon Occupational Health and Safety Act and Regulations pursuant thereto, and any refusal on the part of an employee to work in contravention of such regulations shall not be deemed to be a breach of this Agreement.

27.02 It is recognized by the parties to this Agreement that the responsibility for the safety and well being of City workers is shared jointly by the Employer and employees. All employees shall be required to comply with the Employer's Accident Prevention Program and Safety Rules.

27.03 There shall be a Safety Committee established and maintained and such committee shall be comprised of at least three (3) representatives of the Employer and at least three (3) representatives of the Union membership. Equal representation shall be maintained at all times. The Safety Committee shall meet at least once a month or at the call of the Chairperson or any two (2) members.

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- 27.04 The Safety Committee shall have the authority to promote, investigate and make recommendations on any matter of safety in the operations of the Employer. If the Committee determines any practice, structure or equipment to be unsafe in the operations of the Employer, the Committee shall make a recommendation for correction and the Employer shall be required to ensure that all Safety Committee recommendations are investigated and corrective action taken which eliminates the safety hazard.
- 27.05 First Aid Kits shall be supplied by the Employer and kept in places easily accessible to all employees. It shall be the responsibility of the Safety Committee member doing the required inspections to ensure that the kits are properly cared for and maintained.
- 27.06 (a) The Employer shall provide to the employees, free of charge, all safety and personal protective equipment (except safety footwear) which is necessary to safely perform their duties. The employee shall be responsible for the cost of any of the above safety articles issued to him in the performance of his duties if he is unable to return them.
- (b) Each employee is expected to provide adequate clothing for his particular job. However, rain clothes shall be available for issue on a sign-out, sign-
- (c) in basis, when a job change or sudden weather change results in an employee being inadequately protected for that particular shift.
- (d) Subject to Article 20.05, approved safety shoes or boots shall be worn by all employees in accordance with the Occupational Health and Safety Act and Regulations or the Employer's Accident Prevention Program and Safety Rules. The employee shall provide these articles at his own expense.
- (e) Protective footwear will be supplied on a charge out basis to Public Works employees at no cost to the employee when working with asphalt, tar or jack hammers.

ARTICLE 28: GRIEVANCE PROCEDURE

28.01 Should any difference arise between the parties bound by this Agreement concerning its interpretation, application and operation or alleged violation thereof, an earnest effort shall be made to settle the matter promptly in the following manner:

(a) **Pre-Grievance Meeting**

Prior to filing a formal grievance an employee, who may be assisted by a Union Representative, shall discuss the matter or complaint with the Department Manager, who may be assisted by the employee's immediate supervisor. The discussion shall take place within seven (7) working days of the matter or complaint occurring or becoming apparent. If the matter or

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complaint is not resolved within seven (7) working days, the employee may proceed to Step 1 by filing a written grievance with the Department of Human Resources identifying the specific clauses of the collective agreement he believes have been contravened. The grievance shall be filed within fourteen (14) working days of the matter or complaint occurring or becoming apparent.

(b) Policy Grievance

Prior to filing a formal Policy Grievance, the union will adhere to the provisions of clause (a) above except the discussion will take place with the Step 1 grievance officer. Failing resolution, the formal grievance will be filed directly at Step 2. If a satisfactory settlement cannot be reached within fourteen (14) working days of receipt of the grievance by the City Manager, the union may proceed to Step 3.

(c) Step 1

The employee, assisted by his Union, shall take the grievance up with the Division Director, who shall respond to the grievance within seven (7) working days. Failing settlement at Step 1 the employee may proceed to Step 2 by filing a written notice of intent to the Human Resources Department within seven (7) working days of the Step 1 decision.

(d) Step 2

(1) The employee, assisted by his Union, shall present the grievance to the City Manager. If a satisfactory settlement cannot be reached within fourteen (14) working days of receipt of the grievance by the City Manager, the employee may proceed to Step 3.

(2) When the aggrieved employee fails to comply with the time limits specified in section 28.01, subsections (a), (b), (c) & (d) he shall be deemed to have abandoned his grievance.

(e) Step 3 – Arbitration

In the event that a mutually acceptable settlement cannot be reached in the preceding three steps, the grievance may be referred to Arbitration. By mutual agreement, the Union and the Employer will determine whether to use a three (3) person arbitration board or a single arbitrator.

28.02 The time limits in this Article may be extended by mutual agreement of the parties.

28.03 Either party may call witnesses at their sole discretion at any step in the procedure.

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ARTICLE 29: HARASSMENT

- 29.01 The parties agree to be bound by the Harassment Administrative Directive of the City of Whitehorse. The City is free to amend the Administrative Directive from time-to-time and agrees to consult with their employees in policy review.
- 29.02 A member of the bargaining unit may choose to exercise their right under Article 28 alleging a violation(s) of the Harassment Administrative Directive. Step 1 of the Grievance procedure may be omitted in such cases if the employer designate is an alleged harasser.
- 29.03 Investigations pursuant to a grievance filed by a member of the bargaining unit will be conducted by a mutually agreed upon independent investigator if requested by the union. The parties will share equally the cost of such investigation.
- 29.04 Any investigation carried out as a result of a complaint filed pursuant to this article will provide a copy of the report and any recommendations to the Employer, the union and to the griever in the case of a grievance.

ARTICLE 30: TECHNOLOGICAL CHANGE

- 30.01 Technological Change means:
- (a) The introduction by the employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by the employer in the operation of the work, undertaking or business; and
 - (b) A change in the manner in which the employer carries on the work, undertaking, or business that is directly related to the introduction of that equipment or material.
- 30.02 When the technological change is likely to affect the terms and conditions or security of employment of a significant number of employees, the employer shall give notice of technological change to the Union at least one hundred and twenty days prior to the date on which the technological change is to be affected.
- 30.03 A detailed description of the notice referred to in 30.02 shall be in writing and shall provide:
- (a) The nature of the proposed technological change;
 - (b) The date on which the employer proposed to effect the technological change;

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- (c) The names of the employees who will initially be likely to be affected by the proposed technological change;
- (d) The effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected; and the rationale for the change.

ARTICLE 31: JOB SECURITY

- 31.01 Prior to the contracting out of a function presently performed by members of the bargaining unit, and which results in a change in existing operational methods, the Employer shall notify the Union Representative in writing of its intention and shall provide details of the work to be performed. Should the Union so request within three (3) working days of receiving notice, discussions with the Employer will be held to review alternative suggestions from the Union. During the life of this Agreement, no permanent employee within the scope of this Agreement shall, as a direct result of leasing equipment or contracting a service, lose his employment with the Employer, and the employee's wage shall be red-circled until such time as he is placed in a position with an equivalent pay range or higher. The Employer shall make every reasonable effort to place employees affected by leasing or contracting out in permanent positions with an equal rate of pay to that received prior to such leasing or contracting out.
- 31.02 The Employer shall not lease equipment from others when such leasing would adversely affect the full-time employment of employees, unless and until all operative Employer-owned equipment suitable for the job involved is in full-time use.
- 31.03 The Employer recognizes that it is not the function of employees who are not in the bargaining unit to perform work which is currently being performed by an employee in the bargaining unit, except in emergency conditions and for the training and instructing of an employee and in no case shall an employee in the bargaining unit lose income by reason of the performance of such work by such other person.
- 31.04 Notwithstanding section 31.03 it is recognized that the nature of the work in some departments is such that it is often impossible to distinguish between the work performed by a Department Manager and the bargaining unit employees. However, it is agreed that the Employer shall not reorganize a department in such a way that a Department Manager assumes a significant amount of work previously done by a bargaining unit employee and thereby eliminate that job. This does not preclude the Employer's right to reduce the number of jobs in a department where the workload in that department is reduced.

ARTICLE 32: PERFORMANCE EVALUATION

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32.01 Job Performance Evaluations shall be completed at the end of every employee's probationary period and annually thereafter.

32.02 The objectives of the job performance evaluation process are:

- (a) To evaluate the ability of the employee to carry out the tasks and responsibilities in their job description;
- (b) To identify organizational barriers to performance if such exist;
- (c) To provide meaningful feedback regarding their job performance;
- (d) To coach for improvement by clarifying expectations where required.

32.03 The Employer will provide an opportunity for the employee to attach comments regarding their personal evaluation of their performance to the evaluation.

32.04 A copy of the employee's performance evaluation shall go on the employee's personnel file, signed and dated by the employee indicating they have had an opportunity to view and discuss it.

ARTICLE 33: SHIFT DIFFERENTIAL

33.01 An employee who works outside the hours of 6am to 6pm shall receive a shift premium equal to one (1) hour's pay for each shift or portion thereof worked. Employees required to work weekends will also receive a shift differential no matter what their hours of work are.

33.02 An employee who works outside the hours of 5am to 6pm shall receive a shift premium. The shift premium for the first four hours worked, or portion thereof, shall be ½ hour. The shift premium for a shift of more than four hours shall be one hour. Employees required to work weekends will also receive a shift differential no matter their hours of work. (Applicable for Pool employees only)

ARTICLE 34: LABOUR/MANAGEMENT COMMITTEE

34.01 A Labour/Management Committee shall be appointed and consist of not more than three (3) Employer representatives and not more than three (3) Union representatives.

34.02 In the event of either party wishing to call a meeting of the said Committee, the meeting shall be held at a time and place fixed by mutual agreement. Such meeting date shall be arranged not later than fifteen (15) calendar days after the request has been given.

34.03 The employer shall prepare the agenda and distribute minutes as soon as possible. Each Party shall sign the minutes of each meeting. The minutes,

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once signed by each Party shall be posted for the information of all employees.

34.04 Time spent by employees in attending meetings of the Committee shall be considered time worked.

34.05 As much as reasonably practicable, meetings of the Committee shall take place during regular working hours to avoid overtime.

ARTICLE 35: SAVINGS CLAUSE

35.01 No employee, who prior to the date of this Agreement was receiving more than the rate of wages or salary as set out in Schedule "A" attached hereto, shall suffer a reduction of wages or salary because of the adoption of this Agreement.

35.02 Nothing contained herein shall preclude higher wages/salary being paid to employees of special ability.

35.03 (a) If any Article or section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction or if compliance with or enforcement of any Article or section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

(b) In the event that any Article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement of such Article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

ARTICLE 36: DISCRIMINATION

There shall be no discrimination, interference, restriction or coercion with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, creed, age, colour, national origin, political or religious affiliation, sex, marital status, sexual orientation, mental or physical disability, nor by reason of his membership or activity in a trade union.

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ARTICLE 37: DURATION

37.01 This Agreement shall be in full force and effect from and including September 1, 2002 to and including August 31, 2006. Either party to this Agreement may within four (4) months immediately preceding its expiry date, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the _____, A. D. 2002.

THE CITY OF WHITEHORSE

Per:

Mayor

City Clerk

PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL Y023

Per:

Jim Brohman, Regional Representative

J.-F. Des Lauriers, R.E.V.P.

NEGOTIATED BY:

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Bill Newell, City Manager

Jim Brohman, Regional Representative

Brian Crist
Robert Fendrick
Tony Lomas
Mitch Moroziuk

Darrell Blakney
Garth Frank
Alex Furlong
Janet Ryan
Mike Stevely

**Collective Agreement - P.S.A.C. Local Y023
2002 - 2006**

SUMMARY OF MONETARY INCREASES

September 1 2002:	2.25% in Wages
September 1 2003:	2.25% in Wages
September 1 2004:	2.25% in Wages
September 1 2005:	3.00% in Wages

APPENDIX A

**Collective Agreement - P.S.A.C. Local Y023
2002 - 2006**

APPENDIX A

Seasonal Employees

Seasonal Employees shall be entitled to the same provisions of the collective agreement as permanent employees, but shall be prorated based on a full calendar year, except as follows:

Article 11 – Annual Vacations

A Seasonal employee shall receive vacation pay at the accrual rates listed in Article 11.01. Years of continuous service as outlined in 11.01 shall be calculated on a prorated basis; i.e., if an employee works six months per year for a period of six years, they would move to 10%.

Article 12 – Illness

A Seasonal employee shall accrue such leave credits at the rate of one day per month for each month in which the employee receives an equivalent of two standard work weeks of pay. This sick leave provision is to be construed as an insurance and not as a benefit that would be paid to the employee if not used.

Article 14 – Benefits

Seasonal Employees may carry the benefit package throughout the year. The Employer's share of the benefit premium shall only be paid during periods of work.

Temporary Employees

Temporary Employees shall be entitled to the same provisions of the Collective Agreement as permanent employees except as follows:

Article 10 – General Holidays

A Temporary Employee shall receive statutory holidays as set out in this agreement provided they have worked a minimum of five (5) shifts prior to the statutory holiday.

Article 11 – Annual Vacation

A Temporary Employee shall receive vacation pay at the rate of 6% of gross pay at each pay period.

Article 12 – Illness

A Temporary Employee shall accrue such leave credits at the rate of one day per month for each month in which the employee receives an equivalent of two standard work weeks of pay. This sick leave provision is to be construed as an insurance and not as a benefit that would be paid to the employee if not used.

**Collective Agreement - P.S.A.C. Local Y023
2002 - 2006**

Article 13 – Leave of Absence

- 13.02 Marriage Leave
- 13.06 Maternity Leave
- 13.07 Parental Leave

Article 14 – Medical and Group Insurance

Article 15 – RRSP

Article 16 – Yukon Bonus

Article 17 – Long Service Bonus

Article 22 – Severance

Casual Employees

Casual Employees shall be entitled to the same provisions of the Collective Agreement as permanent employees except as follows:

Article 10 – General Holidays

A Casual Employee shall receive statutory holidays as set out in this agreement provided they have worked a minimum of five (5) shifts prior to the statutory holiday.

Article 11 – Annual Vacation

A Casual Employee shall receive vacation pay at the rate of 4% of gross earnings at each pay period.

Article 12 – Illness

Article 13 – Leave of Absence

Article 14 – Medical and Group Insurance

Article 15 – RRSP

Article 16 – Yukon Bonus

Article 17 – Long Service Bonus

Article 21 – Seniority

Article 22 – Severance

Part – Time Employees

Part – Time Employees shall be pro-rated based on full-time equivalency.

Article 10 – General Holidays

Part-Time Employees shall be compensated for statutory holidays in accordance with their Employee Status. The number of hours to be paid shall be established by averaging the regular number of hours worked and number of hours of paid leave taken during the employees previous 10 scheduled days of work.

Collective Agreement - P.S.A.C. Local Y023
2002 - 2006

Article 12 – Illness

The leave with pay provided in this article shall be provided to part-time employees on the same basis as that provided to full-time employees of the same employee status, but shall be earned at the same proportion that a part-time employee's normal hours of work bear to the normal hours of work of full-time employees in the same classification. i.e. If a part-time employee works 50% of the regular full-time hours, the part-time employee receives 50% of full-time sick leave accumulation.

Part-time employees are eligible for the provisions of Article 12 if it applies to their Employee Status and if they meet the basic eligibility criteria of the carrier.

SCHEDULE A

**Collective Agreement - P.S.A.C. Local Y023
2002 - 2006**

Position Name	Salary Range/Steps	Hours of Work	Hours Per Day	Hours of Work Day	Standard Days of Week	Split Shifts	Meal Break Hours	Probation # of Shifts
Accounting Supervisor	13 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	120
Accounts Payable Clerk	8 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	60
Aquatic Programmer	9 step 4	35	8	0530 - 2400	Sun. to Sat.	yes	1.0 or 0.5 ⁽³⁾	120
Aquatic Supervisor	12 step 4	35	7	0530 - 2400	Sun. to Sat.	yes	1	120
Arena / Parks Maintenance Person	7 step 4	40	8 or 10 ⁽⁵⁾	0700-1730 ⁽⁵⁾	Sun. to Sat. ⁽⁵⁾	yes by agr.	1.0 or 0.5 ⁽³⁾	40
Arenas Leadhand	11 steps 3-4	40	8 or 10 ⁽⁵⁾	0700-1730 ⁽⁵⁾	Sun. to Sat. ⁽⁵⁾	yes by agr.	1.0 or 0.5 ⁽³⁾	120
AS400 Specialist	11steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	120
AutoCAD Technologist	10steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	60
Building / Plumbing Official	13 steps 1-4	35	7	0800 - 1700	Sun. to Sat. ⁽¹⁾	no	1	120
Building Inspection Clerk	8 steps 1-4	35	7	0800 - 1700	Sun. to Sat. ⁽¹⁾	no	1	60
Building Maintenance Carpenter	10 step 4	40	8 or 10	0700 - 1730	Mon. to Fri.	no	0.5	60
Building Maintenance Electrician	11 step 4	40	8 or 10	0700 - 1730	Mon. to Fri.	no	0.5	60
Building Maintenance Mechanic	11step 4	40	8 or 10	0700 - 1730	Mon. to Fri.	no	0.5	60
Building Maintenance Supervisor	12 step 4	40	8 or 10	0700 - 1730	Mon. to Fri.	no	0.5	120
Building Maintenance Tradesperson	10 step 4	40	8 or 10	0700 - 1730	Mon. to Fri.	no	0.5	60
Bylaw Services Clerk	7 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	60
Bylaw Services Constable	9 steps 1-4	40	8	0700 - 2400	Sun. to Sat.	no	0.5	120
Bylaw Services Specialist	9 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	60
Cashier	6 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	60
Concrete Maintenance Assistant	5 step 4	40	10	0700 - 0700	Sun. to Sat. ⁽²⁾	no	0.5	60
Concrete Maintenance Person	10 step 4	40	10	0700 - 0700	Sun. to Sat. ⁽²⁾	no	0.5	60
Council Services Clerk	9 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	60
Credit & Collections Officer	10 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	120
Crew Leaders	9 step 4	40	8 or 10 ⁽⁵⁾	0700-1730 ⁽⁵⁾	Sun. to Sat. ⁽⁵⁾	yes by agr.	1.0 or 0.5 ⁽³⁾	40
Custodian	3 steps 1-4	40 ⁽⁴⁾	8	1600 - 0100	Mon. to Fri.	no	1	60
Development Officer	12 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	120
Electrical Maintenance Person 2	11 step 4	40	10	0700 - 0700	Sun. to Sat. ⁽²⁾	no	0.5	120
Engineering Secretary	8 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	60
Engineering Technologist 2	13 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	120
Environmental Coordinator	13 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	120
Equipment Maintenance Supervisor	12 step 4	40	8 or 10	0700 - 0700	Sun. to Sat. ⁽²⁾	no	0.5	60
Financial Planning Supervisor	13 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	120
Financial Services Clerk	8 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	60
G.I.S. Specialist	13 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	120
Heavy Equipment Mechanic/Welder	11 step 4	40	10	0700 - 0700	Sun. to Sat. ⁽²⁾	no	0.5	60
Heavy Equipment Operator 1	8 step 4	40	10	0700 - 0700	Sun. to Sat. ⁽²⁾	no	0.5	60
Heavy Equipment Operator 2	9 step 4	40	10	0700 - 0700	Sun. to Sat. ⁽²⁾	no	0.5	60
Help Desk Specialist	9 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	60
Instructor Lifeguard 1	4 step 4	35	7	0530 - 2400	Sun. to Sat.	yes	1.0 or 0.5 ⁽³⁾	60
Instructor Lifeguard 2	7 step 4	35	7	0530 - 2400	Sun. to Sat.	yes	1.0 or 0.5 ⁽³⁾	60
Labourer	5 step 4	40	10	0700 - 0700	Sun. to Sat. ⁽²⁾	no	0.5	40
Leisure Program Co-ordinator	10 steps 1-4	40	8	0600 - 0100	Sun. to Sat.	yes	1	120
Maintenance & Safety Services Secretary	7steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	60

**Collective Agreement - P.S.A.C. Local Y023
2002 - 2006**

Position Name	Salary Range/Steps	Hours of Work	Hours Per Day	Hours of Work Day	Standard Days of Week	Split Shifts	Meal Break Hours	Probation # of Shifts
Maintenance Person 1	9 step 4	40	10	0700 - 0700	Sun. to Sat. ⁽²⁾	no	0.5	120
Mechanical Maintenance Person 2	11 step 4	40	10	0700 - 0700	Sun. to Sat. ⁽²⁾	no	0.5	120
Network Specialist	11 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	120
Operations Maintenance Person 2	11 step 4	40	10	0700 - 0700	Sun. to Sat. ⁽²⁾	no	0.5	120
Packer Operator	7 step 4	40	10	0700 - 0700	Sun. to Sat. ⁽²⁾	no	0.5	60
Parks/Arenas Supervisor	14 steps 1-4	40	8 or 10	0600 - 0100	Sun. to Sat.	yes by agr.	1	120
Parks & Recreation Admin. Assistant	8 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	60
Parks Irrigation Person	8 step 4	40	8 or 10 ⁽⁵⁾	0700-1730 ⁽⁵⁾	Sun. to Sat. ⁽⁵⁾	yes by agr.	1.0 or 0.5 ⁽³⁾	40
Parks Leadhand	11 steps 3-4	40	8 or 10 ⁽⁵⁾	0700-1730 ⁽⁵⁾	Sun. to Sat. ⁽⁵⁾	yes by agr.	1.0 or 0.5 ⁽³⁾	120
Payroll Clerk	8 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	120
Payroll Supervisor	11 steps 1-4	35	7	1800 - 1700	Mon. to Fri.	no	1	120
Planner II	12 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	120
Planning Clerk	8 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	60
Planning Technologist 1	9 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	90
Pool Maintenance Person	4 step 4	35	7	2000 - 0800	Sun. to Sat.	yes	1.0 or 0.5 ⁽³⁾	60
Pool Receptionist	6 steps 1-4	35	7	0530 - 2400	Sun. to Sat.	yes	1.0 or 0.5 ⁽³⁾	60
Private Development Technologist 1	12 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	120
Projects Clerk	10 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	120
Public Works Clerk	8 steps 1-4	40(4)	8	0800 - 1700	Mon. to Fri.	no	1	60
Public Works Technologist 2	13 step 4	35	7	0700 - 0700	Sun. to Sat. ⁽²⁾	no	1	120
Purchasing Clerk	8 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	60
Safety & Emergency Services Specialist	13 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	120
Senior Bylaw Services Constable	13 steps 1-4	40	8	0800 - 1700	Mon. to Fri.	no	1	160
Senior Planner	13 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	120
Senior Project Engineer	15 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	160
Sign Shop Maintenance Person	7 step 4	40	10	0700 - 0700	Sun. to Sat. ⁽²⁾	no	0.5	60
Supervisor Leisure Services	14 steps 1-4	40	8	0600 - 0100	Sun. to Sat.	yes	1	120
Switchboard/Receptionist	5 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	60
Systems Maintenance Person 1	8 step 4	40	10	0700 - 0700	Sun. to Sat. ⁽²⁾	no	0.5	60
Systems Maintenance Person 2	11 step 4	40	10	0700 - 0700	Sun. to Sat. ⁽²⁾	no	0.5	120
Tax Clerk	7 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	60
Technical Support Specialist	14 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	120
Tourism & Ec. Development Clerk	6 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	120
Tourism & Ec. Development Supervisor	12 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	120
Traffic Control Supervisor	11step 4	40	10	0700 - 0700	Sun. to Sat. ⁽²⁾	no	0.5	120
Transportation Supervisor	12 step 4	40	10	0700 - 0700	Sun. to Sat. ⁽²⁾	no	0.5	120
Transit Lead Hand Mechanic	Under Review	40	8	0700 - 1530	Tues. to Sat.	no	0.5	60
Utilities Clerk	7 steps 1-4	35	7	0800 - 1700	Mon. to Fri.	no	1	60
Utilities Supervisor	13 step 4	40	10	0700 - 0700	Sun. to Sat. ⁽²⁾	no	0.5	120
Warehouse Person	7 steps 1-4	40	8	0800 - 1700	Mon. to Fri.	no	1	60
Water Meter Technologist 1	10 step 4	40	10	0700 - 0700	Sun. to Sat. ⁽²⁾	no	0.5	60
Water Truck Operator	7 step 4	40	8 or 10 ⁽⁵⁾	0700-1730 ⁽⁵⁾	Sun. to Sat. ⁽⁵⁾	yes by agr.	1.0 or 0.5 ⁽³⁾	60

Collective Agreement - P.S.A.C. Local Y023
2002 - 2006

NOTES FOR SCHEDULE "A"

Super Script Notes:

- (1) - Sunday to Saturday applies only to new employees who were hired after June 29, 1995 and to any permanent employees that post to new positions after June 29, 1995, see Schedule B for a name list of employees.
- Sunday to Saturday applies only from May 1 to September 30
- (2) - Sunday to Saturday applies only to new employees who were hired after June 29, 1995 and to any permanent employees that post to new positions after June 29, 1995, see Schedule B for a name list of employees.
- (3) - If 0.5 lunch specified by employer it must be taken in the building unless approval to leave the building is granted by the supervisor.
- If 0.5 lunch specified by employer it is to form part of the standard work day.
- (4) - All new employees hired after September 3, 1998 or any permanent employees that post to these positions after September 3, 1998 shall be required to work 35 hours per week.
- (5) - Hours of work for non-permanent employees shall be 8 or 10 hours per day.
- From April 30 to September 30 inclusive permanent employees work between the hours of 0700 - 1730 Mon. to Fri..
- From October 1 to April 29 inclusive permanent employees work between the hours of 0500 - 0100 Sun. to Sat..

General Notes:

- Each crew consisting of three (3) or more employees which is not being directly supervised shall have at least one (1) of its members classified as **SMP 2** or equivalent, and such member shall receive the **SMP 2** rate of pay.
- A Heavy Equipment Operator 1 who is assigned to the Sewer Vactor shall be assisted by an additional employee.
- Employees who operate vibratory rollers over four (4) ton in weight shall be paid the Heavy Equipment Operator 1 rate of pay for each hour or part thereof in operation.
- Subject to section 8.14(b) of this Agreement, an employee required to operate the Track Excavator shall be paid actig pay at the Heavy Equipment Operator 2 rate plus a premium of thirty cents (\$0.30) per hour.

SCHEDULE B

**Collective Agreement - P.S.A.C. Local Y023
2002 - 2006**

SCHEDULE B

Grand Fathered Employees as at September 1, 2002

<u>POSITION</u>	<u>EMPLOYEE</u>
Heavy Equipment Operator 2	Rick Jackson Al Malloy David Meister
Heavy Equipment Operator 1	Brian Huber Wayne Jim Garth Nolan
Electrical Maintenance Person 2	Bill Carlick
Operations Maintenance Person 2	Ray Osborne
Traffic Control Supervisor	Larry Elliott
Sign Shop Maintenance Person	Tom Piket
Packer Operator	Jeff Gunter
System Maintenance Person 1	Wayne Henderson Mark Icton
Systems Maintenance Person 2	Tony Markovich
Water Meter Technologist	Ron Kirschner
Maintenance Person 1	Brent Walden
Labourer	Robert Quock Konrad Weber
Transportation Supervisor	Bob English
Heavy Equipment Mechanic	Ralph Heynen Eric Obermair
Building/Plumbing Official	Lyle Lonneberg
Building Inspection Clerk	Joy Janssens Dawn Stagg

**Collective Agreement - P.S.A.C. Local Y023
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The seven-day workweek will not apply to these employees only if they remain in their above-mentioned positions.

**Collective Agreement - P.S.A.C. Local Y023
2002 - 2006**

Collective Agreement - P.S.A.C. Local Y023
2002 - 2006

LETTERS OF UNDERSTANDING

Collective Agreement - P.S.A.C. Local Y023 2002 - 2006

LETTER OF UNDERSTANDING #1

RE: Heavy Equipment Operator 2 - Class 1 Driver's Licence

BY AND BETWEEN: THE CITY OF WHITEHORSE

AND: PUBLIC SERVICE ALLIANCE OF CANADA,
LOCAL Y023

Pursuant to the terms of the Collective Agreement between the above mentioned parties signed the 9th day of August, 2002 it is agreed that the following employees presently classified as Heavy Equipment Operator 2 shall be exempt from the requirement to hold a valid Yukon Class 1 Driver's Licence as a requirement of the job.

Al Malloy

Rick Jackson

Dave Meister

IN WITNESS WHEREOF the parties hereto have affixed their signatures by the officers designated in that behalf on the 9th day of August, 2002.

CITY OF WHITEHORSE

P.S.A.C. LOCAL Y023

Bill Newell, City Manager

Jim Brohman, Regional Representative

Collective Agreement - P.S.A.C. Local Y023 2002 - 2006

LETTER OF UNDERSTANDING # 2

Temporary to Seasonal Transition

BY AND BETWEEN: THE CITY OF WHITEHORSE

AND: PUBLIC SERVICE ALLIANCE OF CANADA,
LOCAL Y023

The Parties agree that due to the creation of the new Seasonal category of Employee there is need for a mechanism to transition Temporary and Permanent Employees to the new Seasonal category.

Effective the date of ratification of this agreement:

The following Temporary Employees shall be grand fathered as Seasonal Employees to the positions as noted:

Name of Seasonal Position	Name of Employee
Arena/Parks Maintenance Person	Janet Arnzten
Arena/Parks Maintenance Person	Sydney Berriman
Arena/Parks Maintenance Person	Wayne Lohnes
Arena/Parks Maintenance Person	Glen Lemoine
Labourer	Terry Deforrest
Labourer	Dean Green
Labourer	Richard Leigh
Labourer	Donna Luschyk
Heavy Equipment Operator 2	Derek Johnstone
Heavy Equipment Operator 1	Darrel Billy
System Maintenance Person 1	Kelly Lanigan
Concrete Maintenance Person	Gerald Wiens

The following Permanent Employees shall be grand fathered to the Seasonal positions as noted below. Article 11 of the Collective Agreement shall apply. Upon issuance of an End of Season Notice these employees shall fall back to their substantive position.

Collective Agreement - P.S.A.C. Local Y023 2002 - 2006

Letter of Understanding #2 Continued:

Name of Seasonal Position	Name of Employee	Name of Substantive Fall Back Position
Crew Leader Grounds	Denis Rolls	Arena/Parks Maintenance Person
Crew Leader Cemetery	Lauraine Chambers	Arena/Parks Maintenance Person
Parks Irrigation Person	Scott Lowrey	Arena/Parks Maintenance Person

Each Employee noted above shall be offered the position noted by way of a letter of offer. The employee shall have ten (10) days to respond. Should the employee accept the offer the Seasonal position shall be deemed to be their position for each reoccurring season. Should they not accept the offer the positions shall be posted.

Seniority for Seasonal Employees shall be calculated for time worked from date of hire.

When the end of season occurs, employees occupying Seasonal Positions shall receive an End of Season Notice that indicates End of Season layoff.

Upon issuance of an End of Season Notice Seasonal Employees, shall be eligible for recall to Temporary and Casual positions as noted in Article 21.13(a) should they so desire and should they provide notice to the employer in writing of their intention to do so. Such recall would occur within the employee's group as identified in Article 21.01 prior to exercising bargaining wide seniority.

Recall notice to Seasonal Positions shall be by certified mail to the employee's last address on record with the Employer. It is the responsibility of each employee to notify the Employer promptly in writing of any change of address. When recalled, an employee must indicate his intention to return to the employment of the City within ten (10) working days of receipt of the notice and must report for work on the day specified in the notice. Any employee failing to respond to the City within ten (10) working days of receiving notice to report or who fails to report on the day specified in the recall notice shall forfeit his claim to re-employment unless the Employer and Employee have agreed otherwise.

Seasonal Employees shall not be subject to Article 21.07 c) during the period from the issuance of the End of Season Notice and receipt of the Recall Notice.

Should any Seasonal Position become vacant at any time, the position shall be posted in accordance with Article 23.

Collective Agreement - P.S.A.C. Local Y023 2002 - 2006

IN WITNESS WHEREOF the parties hereto have affixed their signatures by the officers designated in that behalf on the 10th day of October, 2002.

For the City of Whitehorse:

For PSAC Y023:

Collective Agreement - P.S.A.C. Local Y023 2002 - 2006

LETTER OF UNDERSTANDING #3

RE: Overtime, Permanent Part Time Aquatic Instructors, Lifeguards and Instructor/Lifeguards

BY AND BETWEEN: THE CITY OF WHITEHORSE

AND: PUBLIC SERVICE ALLIANCE OF CANADA,
LOCAL Y023

Permanent Part Time Aquatic Instructors, Lifeguards and Instructor/Lifeguards shall only be compensated for overtime at the rate of time and one-half (1 1/2) for all hours worked in excess of seven (7) hours in one work day or thirty-five (35) hours in one work week.

Notwithstanding the preceding provision, Permanent Part Time Aquatic Instructors, Lifeguards and instructor/Lifeguards who are scheduled to work five (5) days in one work week and who are requested to work additional hours on their scheduled days off shall be compensated for overtime at the rate of time and one-half (1 1/2) for all hours worked on that day which have the effect of exceeding 35 hours in the work week. Any hours worked on the employee's second scheduled day off which have the effect of exceeding 35 hours in the work week will be compensated at the double time (2) rate.

Employees requested to work additional hours on their scheduled days off shall have the right to refuse such hours.

IN WITNESS WHEREOF the parties hereto have affixed their signatures by the officers designated in that behalf on the eighth day of October, 2002.

CITY OF WHITEHORSE

P.S.A.C. LOCAL Y023

Bill Newell, City Manager

Jim Brohman, Regional Representative

Collective Agreement - P.S.A.C. Local Y023 2002 - 2006

LETTER OF UNDERSTANDING #4

Premium for Instructor Lifeguard 1

BY AND BETWEEN: THE CITY OF WHITEHORSE

AND: PUBLIC SERVICE ALLIANCE OF CANADA,
LOCAL Y023

The Parties agree that an **Instructor Lifeguard 1** who possesses one of the following certificates will be paid one range higher at the same step of the Collective Agreement while instructing any course, certification or exam requiring this certification:

Water Safety Instructor Trainer
Lifesaving Instructor Trainer
Lifesaving Examiner
National Lifeguard Service Instructor/ Examiner
Aquatic Emergency Care Instructor/ Examiner
Aqua Fitness Instructor (BCRPA or CALA certified)

Employees will be paid at this rate for preparation, evaluation and follow-up related to these advanced courses, re-certifications and exams, with prior approval of the Aquatic Programmer or his/her designate. This extra payment for the above will be reviewed annually with meaningful consultation with the Pool employees and the Union.

IN WITNESS WHEREOF the parties hereto have affixed their signatures by the officers designated in that behalf on the ninth day of October, 2002.

For the City of Whitehorse:

For PSAC Y023:

Collective Agreement - P.S.A.C. Local Y023 2002 - 2006

LETTER OF UNDERSTANDING #5

RE: System Maintenance Person 2 - Class 3 Driver's License

BY AND BETWEEN: THE CITY OF WHITEHORSE

AND: PUBLIC SERVICE ALLIANCE OF CANADA,
LOCAL Y023

Pursuant to the terms of the Collective Agreement between the above mentioned parties signed the 9th day of August, 2002, it is agreed that the following employee presently classified as System Maintenance Person 2 shall be exempt from the requirement to hold a valid Yukon Class 3 Driver's License as a requirement of the job:

Tony Markovich

IN WITNESS WHEREOF the parties hereto have affixed their signatures by the officers designated in that behalf on the 9th day of August, 2002.

CITY OF WHITEHORSE

P.S.A.C. LOCAL Y023

Bill Newell, City Manager

Collective Agreement - P.S.A.C. Local Y023 2002 - 2006

LETTER OF UNDERSTANDING # 6

RE: Benefit Package Consultation

BY AND BETWEEN: THE CITY OF WHITEHORSE

AND: PUBLIC SERVICE ALLIANCE OF CANADA,
LOCAL Y023

Pursuant to the terms of the Collective Agreement between the above mentioned parties signed the 13th day of August, 2002, it is agreed that, prior to the employer soliciting tenders from benefit carriers, the employer shall create an employee committee to review the terms of reference, on which Y023 agrees to participate.

Further, prior to the awarding of a bid on the Benefits Package, the review team shall review the bids and provide a recommendation to the employer on the preferred package.

IN WITNESS WHEREOF the parties hereto have affixed their signatures by the officers designated in that behalf on the 13th day of August, 2002.

CITY OF WHITEHORSE

P.S.A.C. LOCAL Y023

Bill Newell, City Manager

Collective Agreement - P.S.A.C. Local Y023 2002 - 2006

LETTER OF UNDERSTANDING # 7

Article 2.02 – Permanent Employee

BY AND BETWEEN: THE CITY OF WHITEHORSE

AND: PUBLIC SERVICE ALLIANCE OF CANADA,
LOCAL Y023

Pursuant to the terms of the Collective Agreement between the above mentioned parties signed the twenty fourth day of October, 2002, it is agreed that no permanent position will incur a designation change to a seasonal position during the life of this Agreement.

IN WITNESS WHEREOF the parties hereto have affixed their signatures by the officers designated in that behalf on the twenty fourth day of October, 2002.

CITY OF WHITEHORSE

P.S.A.C. LOCAL Y023

Bill Newell, City Manager

Collective Agreement - P.S.A.C. Local Y023 2002 - 2006

LETTER OF UNDERSTANDING #8

RE: Transition from the Confidential Exclusion group to PSAC Local Y023

BY AND BETWEEN: THE CITY OF WHITEHORSE

AND: PUBLIC SERVICE ALLIANCE OF CANADA,
LOCAL Y023

Pursuant to the terms of the Collective Agreement between the above mentioned parties signed the ____ day of _____, 2003, it is agreed that the following employees:

Kevin Benson	Alana Huber
Sheila Dodd	Blaine Rapp
Edith Doyle	Sabine Schweiger
Victor Hopkins-LeCheminant	Freda Smith

will be grand fathered with the following benefits:

- As at December 31, 2002, and as per Article 16 section 145 of the Confidential Exclusion Bylaw 2000-04, these employees have the following severance entitlement in hours of pay accrued and protected:

Kevin Benson – 42 hours	Alana Huber – 245 hours
Sheila Dodd – 140 hours	Blaine Rapp – 560 hours
Edith Doyle – 350 hours	Sabine Schweiger – 140 hours
Victor Hopkins-LeCheminant – 280 hours	Freda Smith – 245 hours

- thereafter, severance pay will be calculated and paid as per the PSAC Local Y023 Collective Agreement.
- Vacation accrual schedule and carry forwards as per Article 7 sections 54 and 55 respectively of the Confidential Exclusion Bylaw 2000-04 shall apply.
- Union dues shall be payable from January 1, 2003 forward.
- Access to all other benefits of the Collective Agreement shall commence September 1, 2002.

**Collective Agreement - P.S.A.C. Local Y023
2002 - 2006**

Each benefit will remain grand fathered until it is determined that it is no longer superior to the related benefit in the Y023 Collective Agreement.

Seniority for each grand fathered employee will be calculated from the original date of hire at the City of Whitehorse.

IN WITNESS WHEREOF the parties hereto have affixed their signatures by the officers designated in that behalf on the ____ day of _____, January 2003.

CITY OF WHITEHORSE

P.S.A.C. LOCAL Y023

Bill Newell, City Manager

Collective Agreement - P.S.A.C. Local Y023 2002 - 2006

LETTER OF UNDERSTANDING #9

RE: Grand Fathering Shifts for Bylaw Services Constables Monty Gosselin and Bonnie Howell

BY AND BETWEEN: THE CITY OF WHITEHORSE

AND: PUBLIC SERVICE ALLIANCE OF CANADA,
LOCAL Y023

Pursuant to the terms of the Collective Agreement between the above-mentioned parties, it is agreed that Bylaw Services Constables Monty Gosselin and Bonnie Howell shall not be required to work regular scheduled weekly shifts that include weekends or statutory holidays. In the event of operational requirements either or both Constables may be scheduled to work weekends and statutory holidays within the hours of 0900 to 1800.

IN WITNESS WHEREOF the parties hereto have affixed their signatures by the officers designated in that behalf on _____, 2003.

For the City of Whitehorse:

For PSAC Y023:

Date

Date