

Article 1
Purpose of Agreement

- 1.01 The purpose of this Collective Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.02 The parties to this Collective Agreement share a desire to promote the well-being, and increase the productivity of the employees to the end that the Employer will be well and efficiently served. Accordingly the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

Article 2
Interpretation and Definitions

- 2.01 (a) "Abandonment" means the failure of an employee to report for work for three (3) consecutive scheduled working days without informing the Employer of the reason for their absence. The presumption of abandonment shall be reconsidered by the Employer upon presentation of evidence of reasonable grounds for the employee's failure to contact the Employer either in person or by some other means.
- (b) "Allowance" means compensation payable to an employee
- (c) "Bargaining Unit" is the unit of employees for which the Union is recognized as the bargaining agent in Clause 4.01;
- (d) "Chief Administrative Officer" (C.A.O.) means an employee of the Town of Watson Lake as defined in Section 188 of Municipal Act.
- (e) "Classification" is a level within an occupational group and all positions allocated to a specific level within an occupational group are designated as belonging to that classification.
- (f) "Consultation" means a process of joint deliberations with the objective being that the parties disclose all relevant information and engage in rational and informed discussion on the topics. While the consultation process is intended to assist the parties in arriving at reasoned and informed decisions, it does not require that agreement must be reached before the parties, or either of them, can exercise their respective rights. The introduction of new or amended policies cannot amend, alter or modify any rights, benefits or privileges provided in this Agreement.
- (g) "Continuous Service" and "Continuous Employment" mean uninterrupted employment with the Employer, and for employees also includes those periods of time when seniority is accrued or retained.

- (h) "Council" means the Council of the Town of Watson Lake.
- (i) (1) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of his/her being on leave of absence.
- (2) When the first and second or subsequent day of rest is consecutive, "second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the employee's next regular shift.
- (j) "Double time" means twice (2X) the straight-time rate.
- (k) "Employee" means a member of the Bargaining Unit, and the categories of employees are:
- (1) "Regular permanent full-time employee" means an employee who works the full hours of work specified in Article 40 of the Collective Agreement.
- (2) "Regular permanent part-time employee" means an employee whose scheduled work hours are less than those specified in the Collective Agreement for regular full-time employees. The written offer of employment will include the proportion of full-time hours that apply.
- (3) "Term" employee means an employee who is hired on a temporary basis in excess of three months for a full-time or part-time position, for a specified period of time, to replace an employee on a leave of absence or for limited term work. The period of time shall be clearly stated in a written offer of employment at the time of hiring. Term employees will only be used in situations where there is no reasonable expectation of the position being filled on a regular on-going basis. Consecutive renewals of term appointments will only be made where it is necessary in order to staff for the continuing absence of an employee, or where a special program or project is being extended for a limited period. Unless otherwise agreed to a Term employee shall receive the same provisions of the Collective Agreement as a regular employee.
- (4) "Casual" employee is one who is employed for an unspecified period, for use on an on-call basis in situations where the expectation is that the work will not be required for more than three (3) consecutive months.
- (5) "Seasonal" employee means an employee for work of a temporary nature for a period of less than 12 months.

- (6) "Probationary employee" means a person who is employed for work for a permanent nature during the probationary period described in Appendix "A".
- (l) "Employer" means the Town Council of Watson Lake.
- (m) "Fiscal year" means the period of time from January 1st to December 31st.
- (n) "Grievance" means a complaint in writing that concerns the interpretation, application, administration or operation of the Collective Agreement, submitted by an employee, group of employees, the Union, or the Employer.
- (o) "Holiday" means:
- (1) The twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in the Collective Agreement.
 - (2) However, in the case of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked;
 - (A) On the day it commenced where half (½) or more of the hours worked fall on that day; or
 - (B) On the day it terminates where more than half (½) of the hours worked fall on that day.
- (p) "Increment date" means the anniversary date of the commencement of continuous service except that, where an employee has been reclassified which results in a salary increase or promotion, the increment date shall become the anniversary date of reclassification or promotion.
- (q) "Layoff" means a cessation of employment as a result of a lack of, or reduction in, the amount of work required to be performed.
- (r) "Leave of Absence" means permission to be absent from duty.
- (s) "May" shall be regarded as permissive, "shall" and "will" as imperative, and "should" as informative only.
- (t) "Overtime" means:
- (1) Time worked by an employee in excess or outside of the daily regularly scheduled hours of work as appropriate for their position;
 - (2) Time worked in excess or outside of the regularly scheduled weekly hours of work as appropriate for their position.

- (u) "Rates of Pay" are:
 - (1) "Weekly Rate of Pay" means an employee's annual salary divided by 52.176.
 - (2) "Bi-weekly Rate of Pay" means an employee's annual salary divided by 26.088.
 - (3) "Daily Rate of Pay" means:
 - (A) In the case of an employee who is paid an annual salary, his/her bi-weekly rate of pay divided by ten (10); and
 - (B) In the case of an employee who is paid by the hour, his/her hourly rate of pay times his/her normal number of hours worked per day.
 - (4) "Hourly Rate of Pay" means the annual salary divided by 1820 or 2080 whichever is appropriate.
- (v) "Straight time rate" means the applicable basic hourly rate of compensation specified in this Agreement, exclusive of allowances.
- (w) "Time and one-half" means one and one-half times (1.5 X) the straight-time rate.
- (x) "Representative" means an employee who has been elected or appointed as an area Steward or who represents the Union at meetings with management.
- (y) "Resignation" means a voluntary notice given in writing by an employee to the Employer, that the employee is ending his/her employment.
- (z) "Spouse" means a person to whom an employee is legally married, or a person with whom an employee has cohabited continuously for more than one year immediately before the date in question, and whom has been identified in writing to the Employer as the employee's spouse, regardless of gender.
- (aa) "Union" means the Public Service Alliance of Canada and/or the Yukon Employees Union.

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

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

Number and Gender

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

Article 3 **Application**

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

Article 4 **Recognition**

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees as described in the Certification Order No. 94 93-U issued by the Canada Industrial Relations Board dated the 7th day of August, 2008.
- 4.02 The Employer shall advise prospective employees that the workplace is unionized.

Article 5 **Future Legislation**

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

Conflict of Provisions

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

Article 6 **No Strikes and Lockouts**

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

- 6.02 The union agrees that there will be no strike, work stoppage, or slowdown during the term of this agreement. The union agrees that if any such action takes place, it will repudiate it forthwith and require the employees to return to work.
- 6.03 Employees covered by this agreement shall have the right to refuse to cross a picket line. No employee shall be disciplined by the employer for exercising the right guaranteed in this clause.

Article 7 **Management Rights**

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

Article 8 **Employer Directives**

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

Article 9 **Human Rights**

Freedom from Discrimination

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

Equal Pay for Work of Equal Value

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

Freedom from Harassment

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

Freedom from Workplace Violence

- 9.11 "Workplace violence" means any incident in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or verbal nature.
- 9.12 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.

- 9.13 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties.
- 9.14 The Employer will take such disciplinary measures as the Employer deems appropriate against any person under the Employer's direction who subjects any employee to workplace violence.
- 9.15 Complaints of workplace violence shall be brought to the attention of the Chief Administrative Officer. An employee may be assisted by the Union in making a complaint. If the Chief Administrative Officer is the subject of the complaint, it will be brought to the attention of the Administrative Committee of Council (excluding the Chief Administrative Officer).
- 9.16 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.

Religious Observance

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

Article 10 **Appointment of Representatives**

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

Article 11 **Union Access to Employer Premises**

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

Article 12 **Time Off for Union Business**

Conciliation or Arbitration Hearings (Disputes)

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

Employee Called as a Witness

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

Arbitration Hearings (Grievances)

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

Employee Called as a Witness

- (b) The Employer will grant leave with pay to a witness called by an employee, who is party to a grievance before an arbitration hearing, to attend the arbitration hearing.
- 12.03 Where an employee and his/her Representative meet pursuant to Clause 12.09 or in order to resolve a grievance, he shall be granted reasonable time off with pay. Before attending such a meeting the employee shall obtain the permission of his/her immediate supervisor prior to leaving his/her place of work. Such permission shall not be unreasonably denied.

Contract Negotiations Meetings

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

Preparatory Contract Negotiations Meetings

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

Meetings between the Union and Management

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

Employee Organization Executive Council Meetings, Congresses and Conventions

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

Representatives Training Course

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

Time-off for Representatives

- 12.09 A Representative shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate a grievance, to meet with management

for the purpose of dealing with grievances, and to attend meetings called by management. Such permission shall not be unreasonably denied.

- 12.10 The Representative shall make every reasonable effort to report back to his/her supervisor before resuming his/her normal duties.
- 12.11 Where operational requirements permit and upon reasonable notice, the Employer will grant leave without pay for a reasonable number of employees:
- (a) to participate as delegates to constitutional conferences or other similar forums mandated by Federal or Territorial legislation; and
 - (b) to present briefs to commissions, boards or hearings that are mandated by Federal or Territorial legislation and whose area of interest is of concern to organized labour.

Leave for Union Office

- 12.12 Employees elected to the governing executive of the Union, the Alliance or the Yukon Federation of Labour shall, upon application, be granted leave of absence for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.
- 12.13 Such employees shall advise the Employer as soon as possible when an extension of their leave of absence is applicable due to re-election.
- 12.14 Upon termination of their leave of absence such employees shall be offered, at a minimum, the position they held with the Employer at the commencement of their leave. When such employees wish to invoke this clause they shall provide the Employer with three month notice of their intent to do so.
- 12.15 Notwithstanding Clause 12.14, the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should they bid on a competition and be the successful candidate.
- 12.16 Subject to operational requirements, upon reasonable notification, the Employer shall grant leave without pay to a Union Representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis. Such employee will remain in their continuous service, but shall not accrue further continuous service during their leave of absence.
- 12.17 Employees on leave under clauses [12.01 \(a\)](#), 12.04, 12.05 and 12.06 shall remain on payroll and the union will be invoiced for the loss of pay and benefits.
