

**Collective Agreement – P.S.A.C. Local Y023
2006 – 2009**

THIS AGREEMENT entered into this 14th day of November, A. D. 2006.

BETWEEN: **THE CITY OF WHITEHORSE**

2121 Second Avenue
Whitehorse, Yukon Y1A 1C2

(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

Interpretations

- 2.01 (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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- (f) “Project” means a group of tasks uniquely and temporarily combined to produce a specific outcome over a period of two (2) years or less.
- (g) “Continuous Service Date” means the date an individual is hired as a permanent or, where an employee has prior service in either a term, casual and/or temporary capacity, the date that reflects continuous work with no break in employment greater than four (4) consecutive work weeks immediately prior to becoming a permanent employee.

Employee Status

- 2.02
- (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 and is entitled to all related benefits from that date forward.
 - (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 and is entitled to all related benefits from that date forward. If the employment ends before sixty consecutive shifts, the employment relationship is terminated.
 - (f) “Probationary Employee” means any 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.
 - (g) “Term Employee” means an employee who is hired pursuant to article 23 for a specific task, project or position (to backfill due to a leave of absence or term or acting appointment of a permanent employee or to

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occupy a non-recurring term-specific position) for a term not to exceed two (2) calendar years or, for the duration of an apprenticeship program. Term employees receive the same terms and conditions as permanent employees. At the end of the term the employment relationship is terminated unless the Parties agree otherwise.

A permanent employee with more than one (1) year of permanent employment who successfully competes for a term task, project or position shall retain his permanent status for the duration of the term and has the right to reoccupy his previous position.

Employee Hours

- 2.03 (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.

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

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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 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 and Local Y023 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.

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.

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- (c) The Employer shall make every reasonable effort to avoid excessive fluctuation in hours of work.

Change in Schedule

- (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.

Meetings

- (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.
- (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.

Training, Conferences, or Professional Development

- (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.

Meal Breaks

- (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.

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Rest Breaks

- (j) One (1) fifteen (15) minute rest break shall be scheduled approximately mid-way through each three and one half (3 ½), 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.

Bylaw Services Staff

7.02 The following conditions shall apply to only the Bylaw Services Constable, Animal Control Constable, and Bylaw Meter Attendant:

- (a) Start and finish times for the Bylaw Services Constable and Animal Control 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, Animal Control Constable and Bylaw Meter Attendant 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.
- (c) Provided sufficient advance notice is given in writing, and with the approval of the Employer, Bylaw Services Employees holding the same position 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 ten (10) 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.

Public Works Staff

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.

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- (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.

Parks and Aquatic Centre Staff

7.04 The following conditions shall apply to only Parks and Aquatic Centre 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 (½) hour meal period as close to the mid-shift point as operating requirements permit. Where the Employer chooses to establish a one-half (½) hour lunch period, the one-half (½) 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 (½) 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.
- (c) The Employer shall arrange Aquatic Centre employee shift schedules and post such schedules at least two (2) weeks in advance.

ARTICLE 8: OVERTIME

Compensatory Leave

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 three (3) 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.

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- 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 August 31 of the current year shall be paid by the employer.
- 8.03 Compensatory leave shall be approved for leave requests of a minimum of one (1) hour or greater subject to the operating requirements of the Employer.

Compensation

- 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.
- 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.

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Break Between Overtime and Regular Schedule

- 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.

Call Out

- 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.
 - (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

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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.

Standby

- 8.10
- (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.
 - (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.

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- (5) Where an employee has received more than one call out during the eight (8) hour period prior to the start of his regular shift he shall be provided an eight (8) hour rest break prior to the commencement of his work day without loss of pay.

Meal Breaks on Overtime

- 8.11 (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.
- 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.

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- 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.

Job Evaluation Plan

- 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
- (1) 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.
 - (2) 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.
 - (3) The Parties will negotiate, by letter of understanding, the introduction of this new position into the collective agreement.
- (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.

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- 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.

Acting Manager Pay

- 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.

Pay on Layoff

- 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.

Retroactive Pay

- 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:

Step 1-4 Employees – Hiring Salary

- (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.

Step 1-4 Employees – Under-fill

- (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 under-fill 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 under-fill rate shall be determined according to the qualifications of the employee as they relate to the new position, and a Developmental Training Program shall be established between the employee and his supervisor and where requested by the employee, a union representative.
- (2) No employee shall be appointed as an under-fill 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 under-fill, the under-fill rate of pay may apply for no longer than one (1) year unless mutually agreed to by the employee, the Employer and, where applicable, the union representative.

Step 1-4 Employees – Promotion

- (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.

Step 1-4 Employees – Position Reclassification

- (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.

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Step 1-4 Employees – Acting Pay Including Statutory Holidays

- (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 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.

Step 1-4 Employees – Withholding Increment

- (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.

Step 1-4 Employees – Leave of Absence and Increment Date

- (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

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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.

Step 4 Only Employees – Acting Pay

- (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 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,

Step 4 Only Employees – Acting Statutory Holiday Pay

- (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.

Step 4 Only Employees – Acting Standby Pay

- (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

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The Friday designated for the
celebration of the Yukon
Sourdough Rendezvous
Good Friday
Easter Monday
Victoria Day

Discovery Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

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

Holiday on Day of Rest

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.

Holiday Pay on Worker's Compensation

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.

Holiday Pay on Vacation

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.

Holiday Pay Qualification

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.

Time Off In Lieu of Statutory Holidays

10.08 Bylaw Services Constables, **Animal Control Constables**, Public Works Department Packer Operators and 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

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Constables, Animal Control Constables, Public Works Packer Operators and/or Parks and Facility employees, employees who are required to work statutory holidays as part of their regular duties, and the Bylaw Service Constables, Animal Control Constables, Public Works Packer Operators and/or Parks and Facility employees who are required to act as holiday replacements, shall receive equal time off with pay for each of the twelve (12) statutory holidays or portions thereof to which they are 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 September 30 of the current year shall be paid by the employer.
- (d) This section does not apply to casual Public Works Packer Operator employees or those employees who act temporarily in the Public Works Packer Operator position.

Statutory Holiday Equalization Payments

10.09 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.
- (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 An 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:

YEARS OF CONTINUOUS SERVICE

MONTHLY ACCRUAL RATES

Standard Work Week

Percentage of

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	40 Hours	35 Hours	Gross Earnings Worked Excluding Any Bonuses
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 form and such leave has been approved.

Approval

- 11.05 Notwithstanding section 11.04, annual leave which is applied for prior to **January 15** 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 **January 15** will be considered as they are received and seniority will not be taken into account. **For the purposes of this clause only, the calendar year shall be January 15 to January 14 of the following year.**

Vacation Pay Advance

- 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.

Continuous Service Date

- 11.07 (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.

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Carryover

- 11.08 In any calendar year in which 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.
 - (b) Notwithstanding clause 11.08(a), employees who have completed fifteen (15) years of service with the Employer may at their discretion carry over two (2) years of vacation leave credits prior to the payout provided for in clause 11.08(a) having application.
- 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

Notification

- (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.

Sick Leave vs WI or LT D

- (b) Subject to section 12.02, an employee shall be entitled to time off with pay for a maximum period of five (5) days per calendar year. Absences in excess of three (3) consecutive working shifts shall be governed by section 12.03 of this article and must be accompanied by documentation as outlined in the Wage Indemnity and/or Long Term Disability policies.

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Independent Medical

- (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. **The Employer is responsible for all costs included under this clause.**
- (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.

Medical, Dental, Optical Appointments, and to Attend Funerals

- (e) 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.

Sick Penalty Pay

- 12.02 If in the current calendar year an employee has been granted the 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.

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- (b) Provided the carrier has approved the Wage Indemnity claim, an employee who is absent due to a bonafide non-occupational illness or 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.

Long Term Disability

- 12.05 (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.

Attendance Bonus

- 12.06
- (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

Bereavement

- 13.01
- (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.
 - (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.

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Marriage

- 13.02 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.

Birth/Adoption

- 13.03 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.

Court Leave

- 13.04 (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.

Injury on Duty Leave

- 13.05 (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.

Maternity Leave

- 13.06 (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*.

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- (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.
- (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.

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- (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.

Parental/Adoption Leave

- 13.07 (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.

Leave Without Pay

- 13.08 (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.

Unspecified Leave

- 13.09 (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

35 Hour Standard Work Week

24 Hours

21 Hours

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- (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.

Illness in the Immediate Family

13.10 Leave shall be granted to a maximum of **two (2)** working days 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, **grandchild** or father/mother. "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.

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.

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.

Extended Health, Life, and AD&D

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

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(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.

Dental

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 which shall include orthodontic procedures coverage. 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 seven and one half percent (7.5%), 5.0% 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 September 1, 2007; by an additional 1.0% on September 1, 2008.

15.03 All monies remitted on behalf of the employee shall be immediately vested with the employee.

Withdrawal Restrictions

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.

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.

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16.02 All permanent part time and seasonal 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.

Application

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.

Layoff/Termination

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 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. Effective January 1, 2007, Employees who have completed ten (10) years shall be entitled to a yearly long service bonus equivalent to three percent (3%) of annual base salary and, effective January 1, 2008, Employees who have completed fifteen (15) years shall be entitled to a yearly long service bonus equivalent to four percent (4%) of annual base salary.

17.02 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.

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

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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.

Discipline Meetings

- 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.

Union Training/Conventions

- 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.

Contract Negotiations

- 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.

Payment for Union Leave

- 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.

Leave of Absence for Elected Union Position

- 18.08 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.

Access to Establishment

- 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

Injury on Job Procedure

- 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.

Bulletin Boards

- 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.

Driver's Examination/Doctor's Examination Pay

- 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.

Transfers

- 19.06 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.

Employment Beyond Age 65

- 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

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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.
- (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.

Bus Pass

19.09 To encourage employees and their family members' use of public transit, the Employer shall reimburse 50% of the cost of a Pass on the City operated Public Transit system. For the purposes of this section, family means an Employee's spouse or partner and children living in the employee's residence.

Canada Games Centre Pass

19.10 The Employer agrees to pay fifty percent (50%) of the cost for an employee to purchase a pass (single or family) membership fee for the Canada Games Centre.

Orientation Program

19.11 The Employer agrees to provide new employees an orientation program within a reasonable period following hire. The union shall be provided a one-half (1/2) hour period during the orientation program to acquaint employees with union structure and collective agreement rights and obligations.

ARTICLE 20: WORK EQUIPMENT AND CLOTHING

Lockers

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.

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Dress Standards

- 20.03 The Employer shall have the right to establish appropriate dress standards for employees of the City and may require employees to wear uniforms, identifying apparel and identification when deemed necessary and appropriate. Should employees be required to wear uniforms, identifying apparel, or identification, such items shall be supplied by the Employer at no cost to the employee. An employee who is required to wear uniforms, 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.

Safety Boot Allowance

- 20.05 (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. Effective January 1, 2007, the allowance shall be increased to \$150.00.
- (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.

Uniforms for Bylaw Services

- 20.06 (a) Bylaw Services Constables, Animal Control Constables and Parking Meter Attendants shall have uniforms supplied by the Employer including suitable gloves during winter.
- (b) The Employer shall reimburse Bylaw Services Constables, Animal Control Constables and Parking Meter Attendants 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 |
| 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, Animal Control Constables and Parking Meter Attendants 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.
- (e) The Employer shall reimburse a Parking Meter Attendant who requires orthotics.

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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.

Tool Allowance

20.08 (a) Permanent employees occupying positions in the classification Heavy Equipment Mechanic who will have completed twelve (12) months of continuous employment as at December first of that year will be eligible for a tool allowance.

(b) 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.

Clothing Allowance

20.09 (a) All permanent employees (excluding uniform personnel) will be eligible to receive a clothing allowance once per year.

(b) Subject to Appendix A, the clothing allowance shall be three hundred dollars (\$300.00) 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.

Vision Care Allowance

20.10 (a) Subject to Appendix 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 \$350.00.

(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).

ARTICLE 21: SENIORITY

Seniority Groups

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

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Seniority List

- 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.

Transfer Outside 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.

Loss of Seniority

- 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;
 - (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;

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- (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 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.

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- (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 An 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 **twenty-eight (28)** 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.

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- (d) An employee who has twenty (20) years or more of continuous service shall upon resignation receive severance as outlined in 22.01(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 **When** 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 **Activity Monitor, 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.

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

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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.

Probation on Transfer

- 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.
 - (d) When an Employee or the Employer rejects the probation period for cause the Employer may then offer that position to the second ranked candidate without competition but subject to section 23.04.

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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 and 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.

Safety Committee

- 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.

First Aid Kits

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.

Safety and Protective Equipment

- 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-in basis, when a job change or sudden weather change results in an employee being inadequately protected for that particular shift.
- (c) 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.
- (d) 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:

Pre-Grievance Meeting

- (a) Prior to filing a formal grievance an employee, who may be assisted by a Union Representative, shall discuss the matter or complaint with the

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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 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.

Policy Grievance

- (b) 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.

Step 1

- (c) 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.

Step 2

- (d)
 - (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.

Step 3 – Arbitration

- (e) 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 grievor 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;
 - (c) The names of the employees who will initially be likely to be affected by the proposed technological change;

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- (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

Contracting Out

- 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.
- 31.05 Notwithstanding any other provision in this article, no employee shall be laid-off or have their hours of work reduced due to contracting-out.

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ARTICLE 32: PERFORMANCE EVALUATION

- 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 6 a.m. to 6 p.m. 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.

Shift Differential for Aquatic Centre Employees

- 33.02 An employee who works outside the hours of 6 a.m. to 6 p.m. 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 Aquatic Centre 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.

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

Attendance Pay

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

36.01 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, **gender identity**, mental or physical disability, nor by reason of his membership or activity in a trade union.

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ARTICLE 37: APPRENTICESHIP AND CERTIFICATION PROGRAMS

Apprenticeship Program

- 37.01 The City of Whitehorse will participate in the training of apprentices under the terms of the *Apprenticeship Training Act* of Yukon. In general terms, the program will operate as follows:
- 37.02 The following are agreed-upon terms and conditions of employment for permanent employees engaged as Apprentices by the City of Whitehorse:
- (a) Apprentices are term employees as defined in section 2.02(f).
 - (b) The *Apprentice Training Act* and pursuant Regulations shall apply to all Apprentices employed by the City of Whitehorse.
 - (c) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the *Apprentice Training Act*.
 - (d) Pay increases as outlined in section 1.01(f) shall not be automatic but will be based upon the following:
 - 1) Successful work performance as described in the Apprentice Training Schedule during the first six months of each apprenticeship year.
 - 2) Completion of the appropriate annual trade-training course during the second six months of the apprenticeship year as described in the Apprentice Training Schedule.
 - (e) Credit shall be granted for the first and second six-month periods where Apprentices have completed the ten (10) month Course approved by the Apprentice Training Regulations for their particular Journeyman trade.
 - (f) Apprentices working in Journeyman trades shall be paid in accordance with the percentages as specified in the Apprentice Training Regulations for the Journeyman trade in which they are engaged.
 - (g) Apprentices training as Journeymen shall receive an hourly rate of pay for all regular hours of work in accordance with the following schedule. The hourly rate of pay shall be calculated as a percentage of the appropriate Journeyman hourly rate of pay described in Schedule "A" as step 4 for the Position Name requiring the Journeyman trade certification in which the Apprentice is engaged.

SCHEDULE

First six months	60%
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Second six months	65%
Third six months	70%
Fourth six months	75%
Fifth six months	80%
Sixth six months	85%
Seventh six months	90%
Eighth six months	95%

(h) The Employer will pay the Apprentice while attending trade courses his/her current hourly rate of pay; however, the Apprentice will reimburse the Employer for any salary allowances received from the Federal Government or any other allowances in lieu of salary.

(i) Where an Apprentice has been unable to complete the trade training course before the end of a period where he/she would qualify for a percentage increase in his/her hourly rate of pay, and subsequently completes the course successfully, his or her pay increase shall become effective on the date of successful completion of the course.

Where an Apprentice fails, after two attempts, to successfully complete a trade-training course, a recommendation will be made to the Superintendent of Apprenticeship Training to cancel his or her contract and the Apprentice shall be removed from his or her position and may be terminated.

(j) An Apprentice shall be removed from his or her position and may be terminated if:

- 1) He or she fails, after two attempts, to successfully complete any trade-training course
- 2) As a consequence of failing a trade-training course, or courses, or extenuating circumstances within his or her control, he or she would have to continue to be employed as an Apprentice in order to qualify as a Journeyman for one (1) or more years past the total time period for apprenticing laid out by the Apprentice Training Regulations for their particular Journeyman trade.

37.03 Positions may be filled at different levels of an Apprenticeship Program to provide for a broader training experience and a continuous flow of trades assistance.

Certification Program

37.04 The City of Whitehorse will participate in the training of employees to become certified under the terms of Certification Programs that the City, from time to time, deems necessary for the effective and safe provision of services to the

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public and/or the organization. In general terms, certification employment will operate as follows:

- 37.05 Certification Programs are generally intended to provide a means for permanent employees, not so qualified, to obtain the certifications required in a position.
- 37.06 The Employer determines whether a Certification Program is necessary.
- 37.07 In accordance with the Administrative Directive on Certification Programs and, in consultation with the Union and appropriate certifying bodies, the Employer establishes a Certification Program and Training Schedule for each Certification Program Employee.
- 37.08 A Certification Program may be amended by the Employer, in consultation with the Union at any time during a program.
- 37.09 The following are agreed-upon terms and conditions of employment for permanent employees engaged in designated Certification Programs by the City of Whitehorse:
- (a) Acceptance of an Employee to a Certification Program is subject to article 23.
 - (b) Pay increases shall not be automatic but will be based upon the Employee's successful completion of the appropriate annual training course(s) as described in the Employee's Training Schedule. Notwithstanding the above, existing permanent Employees currently in a position that has become subject to a Certification Program will not have their pay reduced.
 - (c) Credit shall be granted for up to the first or second six-month periods where Employees have completed, in advance, selected courses outlined in the Training Schedule for their Certification Program. The terms of such credit will be outlined in the Certification Program and Training Schedule.
 - (d) Subject to 37.09(b), Employees working in Certification Programs shall be paid in accordance with the schedule of percentages as specified in the Program for the position in which they are engaged. The lowest percentage will be no more than 30% below the lowest step of the range as designated in Schedule "A" for the position.
 - (e) The Employer will pay the Employee while attending courses his/her current hourly rate of pay.
 - (f) Employees in a Certification Program are permanent employees and shall be entitled to the benefits and terms and shall abide by the conditions of employment outlined in the current Collective Agreement.

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Probation

- (g) Sections 25.03(a) and (b) do not apply to Certification Employment Program Employees. However section 25.03(c) does. Notwithstanding section 25.01, the probation period for an employee entering into a Certification Employment Program will be determined during the development of the Training Schedule. Its length may coincide with the completion and subsequent results after the conclusion of the first Certification course. Under no circumstances will the probation period exceed 160 shifts. Notwithstanding the above, existing permanent Employees who have passed their probation period and are currently in a position that has become subject to a Certification Program will not serve any additional probation period.
- (h) Subject to 37.09(b), where an Employee has been unable to complete the certification course before the end of a period where he/she would qualify for a percentage increase in his/her hourly rate of pay, and subsequently completes the course successfully, his or her pay increase shall become effective on the date of successful completion of the course.

Legal Obligation Certification Program

- (i) Where an Employee fails, after two attempts, to successfully complete a certification course, the Employee shall be removed from his or her position and may be laid off pursuant to article 21. However, every reasonable effort will be made to accommodate those Employees who were previously employed by the City prior to entering the Certification Program.

Voluntary Certification Program

- (j) Where an Employee fails after one attempt to successfully complete the first Certification course he may withdraw from participation in the Certification Program and return to his previous position where appropriate. Where an Employee fails, after two attempts, to successfully complete a certification course, the Employee shall be removed from his or her position and may be laid off pursuant to article 21. However, every reasonable effort will be made to accommodate those Employees who were previously employed by the City prior to entering the Certification Program.
- (k) Positions may be filled at different levels of a Certification Program to provide for a broader training experience and a continuous flow of technical assistance.

37.10 Subject to legal obligations, participation in a Certification Program is voluntary.

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ARTICLE 38: JOB SHARE

38.01 Job sharing is a voluntary arrangement between the Employer and two Employees by which two Employees agree to share the responsibilities and tasks of a full-time job in such a manner that each attends in the position for separate periods of time.

38.02 At the request of a permanent employee, or two (2) permanent employees, in a position, the Employer may agree to allow two (2) Employees to share the hours of a full time position. There must be no increase in cost to the Employer and no decrease in productivity.

(a) Subject to Employer approval, the Employees will establish the rotation whereby one Employee covers the position at all times except when one or both Employees are on approved leave. The rotation may be by day, week, month or season as operational requirements permit.

(b) The Employer will not unilaterally change the rotation. However, the established rotation may be changed by mutual agreement to address temporary situations where one of the job share Employees is absent from work.

(c) The provisions of the Collective Agreement for part time employees will apply to each of the job share employees.

(d) The job share may be terminated at any time by the Employer on thirty (30) days notice for just cause.

(e) If one Employee leaves the position, there shall be a one month period in which to find a replacement before the job share arrangement is terminated subject to the remaining Employee choosing to work full time. During this period the Employer shall make reasonable efforts to fill the vacant rotation. The Employer will consider any suitable replacement Employees suggested by the remaining Employee. Failing this the job share arrangement is deemed to be terminated and the shared position must revert to a full time position with the remaining Employee assuming that full time position.

ARTICLE 39: DURATION

39.01 This Agreement shall be in full force and effect from and including September 1, 2006 to and including August 31, 2009. 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.

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IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the 28th day of March, A. D. 2007.

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



Dennis Shewfelt, City Manager

"Brian Crist"

Brian Crist

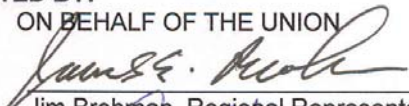
"Tony Lomas"

Tony Lomas

"Ray Goruick"

Ray Goruick

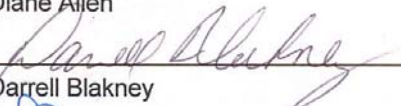
ON BEHALF OF THE UNION




Jim Brohman, Regional Representative



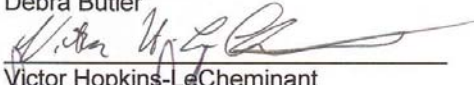
Diane Allen



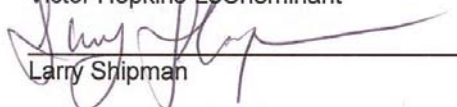
Darrell Blakney



Debra Butler



Victor Hopkins-LeCheminant



Larry Shipman

SUMMARY OF MONETARY INCREASES

September 1 2006:	3.00% in Wages
September 1 2007:	3.25% in Wages
September 1 2008:	3.50% in Wages