

COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF DAWSON

(the “Employer”)

AND

PUBLIC SERVICE ALLIANCE OF CANADA

(the “Union”)

JANUARY 1, 2022 TO DECEMBER 31, 2026

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Article 1
Purpose of Agreement

- 1.01** The purpose of this Agreement is to maintain harmonious and mutually beneficial relations between the Employer, the employees and the Union, to set forth the terms and conditions of employment relating to pay, hours of work, employee benefits and other terms and conditions of the employees covered by this Agreement and to ensure that all reasonable measures required by Occupational Health and Safety legislation are applied.
- 1.02** The parties to this Agreement share a desire to promote the well-being and to increase the productivity of the employees so that the Employer and the citizens of Dawson City are well and efficiently served. The parties are committed to establishing an effective working relationship at all levels in which the employees are employed.

Article 2
Interpretation and Definitions

2.01 Definitions

“Agreement” means this Collective Agreement;

“Bargaining unit” or “unit” means the bargaining unit certified by the Canada Industrial Relations Board on November 30, 2009 pursuant to Order 9762-U as amended on September 23, 2010 by Order 27876 – U and as may be further amended by the Canada Industrial Relations Board from time to time;

“Business Days” means Monday to Friday;

“Council” means the Mayor and Council for the City of Dawson;

“Chief Administrative Officer” means the senior municipal officer appointed by the Council of the City of Dawson pursuant to the Municipal Act (Yukon);

“Day” means the period commencing at 12:01 a.m. and ending at midnight;

“Double time” means two times (2x) the hourly rate;

“Employee” means a member of the bargaining unit employed by the Employer. Employees are identified as them/they/their throughout the Collective Agreement;

- (a) “Regular full-time employee” means an employee who is part of the Employer’s regular work force and is hired to work the full-time hours for the position the employee occupies as set out in Article 39;

- (b) “Regular part-time employee” means an employee who is part of the Employer’s regular work force and is hired to work less than the full-time hours for the position the employee occupies as set out in Article 39;
- (c) “Seasonal employee” means an employee who is part of the Employer’s regular work force who works full or part-time hours for a consecutive period of not less than four (4) months and not more than ten (10) months each year. During the employee’s “season”, the Employee shall be entitled to benefits, unless otherwise noted, based on the hours worked (full or part-time). A Seasonal employee shall be considered to be on lay off outside the employee’s “season”;
- (d) “Term employee” means an employee who is not part of the Employer’s regular work force and who is employed for a specified period of time of more than six (6) months in a full or part-time position, to replace an employee on a leave of absence or for limited term work. A Term employee may be hired for more than one term contract. For benefit purposes, unless otherwise noted, a Term employee shall be considered a Regular full or part-time employee depending on the normal hours worked during the Term;
- (e) “Casual employee” means an employee who is not part of the Employer’s regular work force and who is employed to work: **(i) on an on-call/as needed basis for a period of not more than six (6) months; or (ii) for a period of less than six (6) consecutive months provided that such work does not result in a reduction of the duties or hours of work for existing employees.**

“Employer” means the City of Dawson;

“Hourly Rate” means the annual wage divided by 1820 or 2080 as the case may be as set out in Appendix A;

“Layoff” means the temporary or permanent interruption of employment due to a lack of work, a reduction in the amount of work the Employer requires to be performed or the discontinuance of a function but does not include termination for cause;

“Probationary employee” means a newly hired employee during the employee’s first six months of active service;

“Representative” means an employee selected by the Union pursuant to Article 10.01 to represent it in dealings with the Employer;

“Spouse” means a person to whom the employee is lawfully married or a person with whom the employee has lived in a conjugal relationship for a period of not less than twelve (12) months and who the employee publicly represents as **their** spouse;

“Term” means the period from the date of ratification of this Agreement, April 5, 2023 to December 31, 2026;

“Time and a half” means one and one half times (1.5x) the hourly rate;

“Overtime” means the work defined in Article 26.01;

“Union” means the Public Service Alliance of Canada (“PSAC”) or the Yukon Employees’ Union, as the case may be;

“Vacation year” means the period from date of hire or anniversary of hiring to the next anniversary of hiring; and

“Week” means the period commencing at 12:01 a.m. Sunday and ending at midnight Saturday.

Article 3 **Application**

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

Article 4 **Recognition**

- 4.01** The Employer recognizes the Union as the exclusive bargaining agent for the bargaining unit subject to any further Order of the Canada Industrial Relations Board.
- 4.02** The Employer shall advise prospective employees that the workplace is unionized.

Article 5 **Future Legislation**

- 5.01** In the event that any applicable law is passed by Parliament of Canada or the Legislative Assembly of the Yukon which renders null and void or alters any provision of this Agreement, the remaining provision of this Agreement shall remain in full force and effect. The parties shall in good faith attempt to negotiate a replacement provision.

Conflict of Provisions

- 5.02** The provisions of this Agreement shall take precedent over any regulation or directive of the Employer, unless the Employer’s regulation or directive is mandated by statute.

Article 6
No Strikes and Lockouts

- 6.01** The Employer agrees that it will not cause or direct any lockout of the employees during the Term of this Agreement.
- 6.02** The Union agrees that there will be no strikes, work stoppages, or slowdowns during the Term of this Agreement. The Union agrees that where such action occurs, it will forthwith repudiate the activity and make all good faith efforts to require the employees to return to work.
- 6.03** An employee may refuse to cross a picket line that has not been declared to be unlawful provided that doing so does not involve participating in an unlawful strike. Employees shall not be paid for hours missed from work as a result of refusing to cross a picket line.

Article 7
Management Rights

- 7.01** The Union acknowledges that the management of the Employer is vested exclusively in the Employer, unless otherwise provided by this Agreement. The Employer reserves all rights not specifically restricted or abrogated by the provisions of this Agreement including but not restricted to the Employer's right to:
- (a) maintain order, discipline and efficiency;
 - (b) make or alter rules and regulations, including bylaws, which are to be observed by the employees provided they are not in conflict with any provision of this Agreement;
 - (c) direct the workforce, create any new classifications or work units, determine the number of employees, if any, needed from time to time in any work units or classifications and determine whether a position will be filled, will be continued or will be declared redundant;
 - (d) hire, promote, transfer, layoff, recall and demote; and
 - (e) discipline, suspend, or discharge for just cause.
- 7.02** The Employer agrees to administer its rights in a fair and reasonable manner.

Article 8
Employer Directives

- 8.01** The Employer shall provide the Union and its local Representatives with a copy of all personnel directives which are intended to clarify or interpret this Agreement.

Article 9
Human Rights

- 9.01** (a) The Union, the Employer, (including members of management) and the employees agree that it is a violation of this Collective Agreement to discriminate against an employee or a group of employees, against the Employer, or the Union based on any of the prohibited grounds set out in the *Human Rights Act* (Yukon) (the “prohibited grounds”).
- (b) The parties agree that it is a violation of this Collective Agreement to discriminate against an employee because of the employee’s Union membership or activity or for exercising the employee’s rights under this Collective Agreement.
- 9.02** (a) The Employer agrees that it will not establish or maintain a difference in wages between employees who are performing work of equal value, if the difference is based on a prohibited ground.
- (b) In assessing the value of the work performed, the criterion to be applied is a composite of the skill, effort, and responsibility required and the working conditions.
- 9.03** “Personal Harassment” means any improper behaviour by an individual that is directed at and offensive to an employee which the individual knows or reasonably ought to know would be unwelcome. This comprises objectionable conduct, comment or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient. Harassment does not include the good faith exercise of managerial or supervisory duties.
- 9.04** “Sexual harassment” means conduct, comments, gestures or contact of a sexual nature:
- (a) that is reasonably likely to cause offence or humiliation to the employee; and
- (b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 9.05** The Employer will make every reasonable effort to ensure that employees are not subjected to personal or sexual harassment.
- 9.06** The Employer will take such disciplinary measures as the Employer deems appropriate against any individual under the Employer’s direction who subjects any employee or other person to personal or sexual harassment.
- 9.07** Complaints of personal or sexual harassment shall be brought to the attention of the Chief Administrative Officer. An employee may be assisted by the Union in making a complaint. If the Chief Administrative Officer is the subject of the complaint, it will be brought to the attention of Council sitting in-camera without the Chief Administrative Officer.

- 9.08** Where an employee makes an allegation of personal or sexual harassment against the Employer, the Employer will not disclose the name of the complainant or the circumstances related to the complaint, except that it will disclose the name of the complainant to the person who is the subject of the complaint and as necessary in order to investigate the complaint.

Aggressive Behaviour

- 9.09** Aggressive behaviour means the attempted or actual exercise by a person, other than another employee, of any physical force so as to cause injury to an employee and includes any threatening statement or behaviour which gives an employee reasonable cause to believe the employee is at risk of injury.
- 9.10** Employees who may be at risk of aggressive behaviour will be given instruction in how to respond to aggressive behaviour. Where appropriate and where reasonably possible, the Employer will attempt to move an employee subject to aggressive behaviour to an alternative worksite.
- 9.11** Critical incident stress defusing shall be made available to employees who have suffered a serious work related traumatic incident of an unusual nature. Leave to attend such a session shall be without loss of pay.
- 9.12** Complaints of aggressive behaviour shall be brought to the attention of the Chief Administrative Officer. An employee may be assisted by the Union in making a complaint. If the Chief Administrative Officer is the subject of the complaint, it will be brought to the attention of Council sitting in-camera without the Chief Administrative Officer.
- 9.13** Where an employee makes an allegation of aggressive behaviour against the Employer, the Employer will not disclose the name of the complainant or the circumstances related to the complaint, except that it will disclose the name of the complainant to the person who is the subject of the complaint and as necessary in order to investigate the complaint.

Religious Observance

- 9.14** An employee may, in accordance with the provisions of this Agreement, request annual leave, lieu time, or leave without pay in order to fulfill religious obligations. Leave without pay will only be agreed to if the employee has no accumulated but unused annual leave or lieu time.
- 9.15** The following terms shall apply to any such request:
- (a) the request must be made at least thirty (30) calendar days before the time off for the religious observance;
 - (b) the time off shall be for not less than one half (½ day) and shall be in multiples of one half day;

- (c) the Employer reserves the right to require a letter from a religious leader of the religious group to which the employee belongs specifying that adherents of that religion take time off to make religious observances on the day requested and that the religious organization is registered as such under the *Income Tax Act*;
- (d) if the Employer agrees, instead of taking annual leave, lieu time or unpaid leave, the employee may request time off with pay for the religious observance but shall then work additional hours, within sixty (60) calendar days of the religious observance. Failure to do so within sixty (60) calendar days shall result in the pay for the religious observance being deducted from any pay due to the employee.

Article 10

Appointment of Representatives

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

Article 11

Union Access to Employer Premises

- 11.01** Upon reasonable notification, the Employer shall permit access to its work premises of an accredited Representative of the Union. Except with advance express permission of the Chief Administrative Officer, the Representative shall not meet with an employee during the employee's working hours or disrupt operations.

Article 12

Time Off for Union Business

Conciliation or Arbitration Hearings (Disputes)

- 12.01** Upon reasonable notice, the Employer will provide leave without pay to any employee whose presence is essential to representing the Union before an arbitration or conciliation hearing.

Employee Called as a Witness

- (a) Where an employee is summoned to provide evidence at a conciliation or arbitration hearing by the Employer, the leave shall be with pay.
- (b) In all other cases where an employee is summoned as a witness, the leave shall be without pay.

Arbitration Hearings (Grievances)

- 12.02** (a) The Employer will grant leave without pay to a grievor to attend at an arbitration hearing.

- (b) Subject to operational requirements, the Employer may give leave without pay to an employee who is not the grievor and who is not summoned as a witness to attend at an arbitration or conciliation board hearing.

Employee Attendance at Court

- (c) The Employer will grant leave without pay to an employee who is required to attend at court as a witness or as a party except that if required as part of the employee's job duties, the leave will be with pay.

- 12.03** A grievor and the grievor's Representative shall be given leave with pay during working hours to attend at grievance meetings with the Employer.

Contract Negotiations Meetings

- 12.04** The Employer will grant leave without pay for up to three (3) employees for the purpose of attending on behalf of the Union at Collective Agreement negotiations.

Preparatory Contract Negotiations Meetings

- 12.05** The Employer will grant leave without pay for up to three (3) employees for up to a maximum of one (1) day each to attend preparatory negotiations meetings.

Meetings between the Union and Management

- 12.06** Except where Articles 12.04 or 12.05 apply, the Employer will grant leave without loss of pay for up to two (2) employees to meet with the Employer on behalf of the Union.

Employee Organization Executive Council Meetings, Congresses and Conventions

- 12.07** Subject to operational requirements, the Employer will grant reasonable leave without pay to not more than two (2) employees annually to attend executive council meetings and conventions of PSAC, the Yukon Employees Union, the Canadian Labour Congress and the Yukon Federation of Labour.

Representatives Training Course

- 12.08** Subject to operational requirements, the Employer will grant reasonable leave without pay for up to two (2) employees who have been appointed as Representatives in order to undergo training related to the duties of a Representative.

Time-off for Representatives

- 12.09** (a) The Employer recognizes the Union's right to select up to three (3) Representatives from among the employees to represent the employees. The Union agrees to provide the Employer with the names of the employees designated as Representatives. The

Employer shall only deal with such employees as Representatives until it is advised in writing that another employee has been appointed.

- (b) A Representative shall obtain permission of their supervisor before leaving their workplace to perform Representative duties as described in Article 12.11. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld.

12.10 On resuming their normal duties, the Representative shall notify his or her supervisor.

12.11 Within reason, a Representative may:

- (a) investigate complaints of an urgent nature;
- (b) assist an employee in presenting a grievance;
- (c) attend meetings at the request of the Employer;
- (d) attend grievance meetings in accordance with Article 16; and
- (e) attend Labour Management Committee meetings in accordance with Article 40.

12.12 Subject to operational requirements and upon reasonable notice, the Employer will grant leave without pay to an employee:

- (a) to participate as a delegate to a constitutional conference or other similar forums mandated by Federal or Territorial legislation; and
- (b) to present briefs to commissions, boards or hearings that are mandated by Federal or Territorial legislation.

Leave for Union Office

12.13 Employees elected to the governing executive of the Union or the Yukon Federation of Labour shall, upon application, be granted leave of absence without pay for the term of office. During the leave of absence the employee shall maintain, but not further accumulate, all rights and benefits which the employee accumulated under this Agreement.

12.14 Such employees shall advise the Employer as soon as possible when an extension of their leave of absence is necessary due to re-election.

12.15 Provided that the employee establishes their qualifications at the employee's own expense, the employee shall be returned to the position the employee held at the commencement of the leave. An employee shall provide the Employer with not less than two (2) months' notice that the employee is returning from such a leave.

- 12.16** Notwithstanding Article 12.14, the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should they bid on a position and be the successful candidate. The Employer may consider the employee's availability in such a competition.
- 12.17** Upon reasonable notification, the Employer may grant leave without pay to a Union Representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.
- 12.18** Where leave without pay is granted in accordance with this Article, with the exception of Article 12.13, Employees shall have their regular salary and benefits uninterrupted during such leave and the Employer shall invoice the Union for the cost of Union Leave. For clarity, this will not include overtime.

Article 13 **Check-off**

- 13.01** Effective the first of the month following the signing of this Agreement, the Employer shall, as a condition of employment, deduct union dues from the pay of all employees.
- 13.02** The Union shall inform the Employer in writing of the authorized deduction to be deducted from each employee's pay. That amount shall continue to be the amount deducted until changed by further written notice to the Employer by the Union.
- 13.03** For so long as the Union remains the certified bargaining agent for the employees, the Employer shall not allow another trade union to deduct union dues.
- 13.04** The amounts deducted in accordance with Article 13.01 shall be remitted to the Comptroller of the Union by cheque **within one month of the last pay day for the month** and shall be accompanied by the names of the employees and the amount deducted on the employee's behalf.
- 13.05** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for claims or liabilities arising out of an erroneous deduction by the Employer.
- 13.06** The Employer agrees to identify annually on each employee's T4 slip the total amount of union dues deducted for the applicable year.
- 13.07** This Article shall not apply to employees who are exempted pursuant to section 70 (2) of the *Canada Labour Code*.
- 13.08** Subject to section 95 of the *Canada Labour Code*, all employees shall become and remain members of the Union as a condition of employment.

Article 14
Information

- 14.01** The Employer shall provide the Union with each remittance of dues with the following information:
- (a) the name of the employee;
 - (b) the employee's job classification and rate of pay; and
 - (c) the employee's employment status (active, on layoff, or on leave, no longer an employee, a new hire with date of hire).
- 14.02** The Employer shall notify the Union of all newly created classifications including whether the classification is in or out of the bargaining unit.

Publication of Collective Agreement

- 14.03** The Employer and the Union will share equally the cost associated with the publication and distribution of this Collective Agreement. The Union will facilitate the publication and distribution of this Collective Agreement.
- 14.04** The Employer shall provide each employee with a copy of this Collective Agreement.

Article 15
Provision of Bulletin Board Space and Other Facilities

- 15.01** A bulletin board will be made available to the Union on the Employer's premises (one in the office, one in each of the following locations: the Recreation Department office, the Recreation Centre, the pool, the Pump House, the Landfill, Public Works and one in the shop) for the purpose of posting notices pertaining to the business affairs of the Union. Notices shall only be posted by and removed by a Union designate. The bulletin boards will be located in a place out of public view.
- 15.02** Once a month, a Representative shall have the right to give new employees hired in the previous month an orientation of up to **one (1)** hour. The Representative and the new employees will be paid for this period.

Article 16
Processing of Grievances

- 16.01** (a) An employee who feels aggrieved by any action or inaction by the Employer, may present a grievance in accordance with this Article.
- (b) If an employee so desires, the employee may be assisted and/or represented by a Representative at the complaint level and/or when presenting a grievance at any level.

- (c) Where there is an alternative administrative or statutory process through which an employee is entitled to pursue a complaint, the employee may choose between that alternative process and the grievance procedure set out herein. The employee is not entitled to duplication of process.

16.02 An employee, who wishes to present a grievance at any prescribed level in the grievance procedure beyond the Complaint Stage, shall transmit the grievance in writing to the employee's immediate supervisor who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the particular level; and
- (b) provide the employee with a receipt stating the date on which the grievance was received by supervisor.

16.03 A grievance of an employee shall not be deemed to be invalid by reason only of the fact that it is not in accordance with a form supplied by the Employer.

Complaint Stage

16.04 (a) The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. An employee who wishes to use the informal complaint stage must give notice of this intention to **their** supervisor within seven (7) calendar days of the action or event which is the subject of the complaint.

- (b) If the informal discussions do not produce an agreed upon resolution within fourteen (14) calendar days of the date notice is provided pursuant to Article 16.05(a), or such further time as the employee and the supervisor may agree in writing, then the employee may file a formal grievance in accordance with this Article within twenty eight (28) calendar days of the grievance occurring or such longer period which the employee and the employee's supervisor may agree in writing.

16.05 Except as otherwise provided in this Agreement, a formal grievance shall be processed as follows:

- (a) Level 1

The employee presents the grievance in writing to the Department Director (for first level position excluded from the bargaining unit, who is responsible for the department).

- (b) Level 2 (final)

The employee presents the grievance in writing to the Chief Administrative Officer.

- 16.06** The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 16.07** Unless the parties agree, the Employer shall reply to an employee's grievance at Level 1 or 2 within twenty-one (21) calendar days after the grievance is presented at that level.
- 16.08** An employee may present a grievance at Level 2:
- (a) Within twenty-one (21) calendar days after the employee has received the response of the Employer at Level 1; or
 - (b) Within twenty-one (21) calendar days of the day the response was due from the Employer at Level 1, whichever is earlier.
- 16.09** An employee may advance a grievance to arbitration within twenty-one (21) calendar days of the response at Level 2 or when the response at Level 2 was due, whichever is earlier.
- 16.10** At Level 1 and Level 2, the Employer will provide the Union with a copy of the Employer's response at the same time the response is provided to the employee.
- 16.11** Where a grievance is presented in writing and is sent by mail at Level 1 or Level 2, the grievance shall be deemed to have been presented two (2) calendar days after the postmark on the letter and any response by the Employer sent by mail shall be deemed to have been responded two (2) calendar days after the date of the postmark on the letter.
- 16.12** (a) If an employee does not advance the grievance within the time lines specified, the grievance shall be deemed to be abandoned for all purposes and all further recourse the grievance procedure shall be at an end unless due to circumstances beyond the employee's control, the employee was unable to comply with the prescribed time limits.
- (b) The time limits specified in this grievance procedure may be extended by mutual agreement but all extensions shall be in writing.
- 16.13** Where it appears that the nature of the grievance is such that a decision cannot be given below the final level of authority, Level 1 may be eliminated by agreement between the Employer and the employee, and, where applicable, the Union.
- 16.14** Except as provided in Article 16.16, an employee may, by written notice to their immediate supervisor, abandon a grievance.
- 16.15** Where an employee or the Union has presented a grievance up to and including Level 2 in the grievance procedure, and the grievance has not been settled or withdrawn and is not out of time, then the employee, or the Union in the case of a policy grievance, may refer the grievance to arbitration in accordance with the arbitration procedures specified in this Agreement. An employee may not refer a grievance to arbitration without the express written consent of the Union.

- 16.16** A grievance referred to arbitration may only be withdrawn by the employee with the prior written consent of the Union.
- 16.17** (a) The Union or the Employer may present a grievance alleging a violation of this Agreement.
- (b) The Union shall present its grievance to the Chief Administrative Officer at Level 2.
- (c) The Employer shall present its grievance to the employee Representative at Level 2.
- (d) A grievance under Article 16.17 shall be presented within twenty-eight (28) calendar days of the alleged grievance occurring.
- (e) The parties shall meet within fourteen (14) calendar days of the grievance being filed or such further period as the parties may agree in writing.
- (f) If the parties do not settle the grievance, then the grieving party may advance the grievance to arbitration within twenty-one (21) calendar days of the meeting at Article 16.17(e).
- (g) If the Union or the Employer fails to file or advance the grievance within the specified time limits, the grievance shall be deemed to be abandoned for all purposes and all further recourse to the grievance shall be at an end.

Article 17 **Arbitration Procedure**

- 17.01** Where a difference arises between the parties relating to the interpretation, application or administration of this Collective Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Collective Agreement has been violated, either party, subject to Article 16.05, may after exhausting the grievance procedure notify the other party that it is submitting the difference or allegation to arbitration.
- 17.02** Any arbitration arising out of this Collective Agreement shall be conducted before a single arbitrator mutually agreed to by the parties.
- 17.03** A reference to arbitration shall be made in writing sent to the other party. The reference shall provide the name, address and telephone number of the party's representative and include a list of names of persons proposed for selection as an arbitrator.
- 17.04** Within fourteen (14) calendar days of receiving the reference to arbitration, the responding party will, in writing, acknowledge receipt of the reference to arbitration and provide the name, address and telephone number of its representative. The

acknowledgment will also either agree to one of the proposed arbitrators, or propose other arbitrators in response.

- 17.05** If the parties have not agreed to an arbitrator within twenty-one (21) calendar days of receipt of the written acknowledgment referred to in Article 17.04, either party may, pursuant to the Canada Labour Code, request the Minister of Labour to make an appointment.
- 17.06** The arbitrator shall have the authority and powers conferred by the *Canada Labour Code*. The parties agree that grievances referred to arbitration should be dealt with as quickly as possible and shall take all reasonable steps to ensure that this happens.
- 17.07** The award of the arbitrator is final and binding upon the parties.
- 17.08** Each party shall pay one-half (½) of the fees and expenses of the arbitrator. Each party is responsible for its own costs and expenses associated with an arbitration.
- 17.09** The time limits stipulated in this procedure may be extended by mutual agreement in writing of the parties.

Article 18 **Designated Paid Holidays**

- 18.01** (a) The following are the designated holidays:
- (i) New Year's Day
 - (ii) Heritage Day
 - (iii) Good Friday
 - (iv) Easter Monday
 - (v) Victoria Day
 - (vi) National Indigenous Peoples Day (Aboriginal Day pursuant to *Yukon Employment Standards Act*)
 - (vii) Canada Day
 - (viii) Discovery Day
 - (ix) Labour Day
 - (x) **National Day for Truth and Reconciliation**
 - (xi) Thanksgiving Day
 - (xii) Remembrance Day
 - (xiii) Christmas Day
 - (xiv) Boxing Day

- (xv) Any other day that may be proclaimed as a lawful holiday by the Territorial, Civic or Federal Government of Canada.
- (b) Where the Yukon Territorial Government changes the name of a designated paid holiday mentioned in Article 18.01(a), the former title shall be deemed to be deleted and the new title of the general holiday substituted.
- (c) To qualify for holiday pay for the holiday, an employee must:
 - (i) have completed thirty (30) calendar days employment with the Employer;
 - (ii) have been paid by the Employer for the last scheduled shift immediately prior to the holiday and the employee's first scheduled shift immediately following the holiday, unless only the employee has been granted leave without pay under the provision of Article 12 (Time off for Union Business) and in respect of which the Union has certified that the employee was paid by the Union for Union business for the working day immediately preceding and the working day immediately following the designated holiday; and
 - (iii) if scheduled to work or called in to work on the holiday, have attended at work and worked the scheduled hours.
- (d) Regular part-time employees shall receive prorated pay for the holiday unless the holiday falls on a day the employee is normally scheduled to work, in which case the employee shall receive full pay for the holiday.
- (e) Casual employees shall be entitled to holiday pay in accordance with the Yukon *Employment Standards Act*.
- (f) Employees working on a holiday listed in Article 18.01(a) shall be paid double time for all work performed on the holiday (or the day observed by the employee as a statutory holiday if a different day is observed). Pay for work on the holiday shall be in addition to any statutory holiday entitlement.
- (g) The employee may elect to be granted a day of leave with pay (straight time rate of pay) to be banked and used at a later date in lieu of the regular pay for the holiday.
- (h) All unused banked holidays will be paid out in the year that they are earned.

Holiday Falling on a Day of Rest

- 18.02** For employees working a Monday to Friday week, if the holiday falls on a Saturday or Sunday, then it will be observed on the immediately preceding Friday or the immediately following Monday. For employees who do not work a Monday to Friday week, and the holiday falls on the employee's day of rest, the holiday for that employee shall be

observed on the employee's immediately next following scheduled work day or if the employee requests, it will be given on another mutually agreed date.

18.03 When a day designated as a holiday for an employee is moved to another day under the provisions of Article 18.02:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on the day of rest; and
- (b) work performed by an employee on a the day to which the holiday was moved, shall be considered as work performed on a holiday.

18.04 Where a day that is a designated paid holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of the paid leave.

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

Article 19 **Leave – General**

19.01 When an employee is in receipt of a special allowance in accordance with Article 47.02 and is granted leave with pay, they are entitled to claim the allowance during the period of leave.

19.02 Starting the month of January in each year and each quarter thereafter or upon reasonable employee request, the Employer shall inform each employee in writing of the balance of the employee's sick, special, lieu time and vacation leave credits.

19.03 When the employment of an employee who has been granted more vacation than the employee has earned is terminated due to the death of the employee, the borrowed vacation need not be repaid.

19.04 When the Employer rejects an employee's application for leave the reasons for the rejection shall be provided to the employee in writing forthwith.

19.05 An employee's request for any leave will be responded to by the Employer in writing within ten (10) working days.

Article 20 **Vacation Leave**

20.01 A Regular full-time employee will earn vacation pay and may take vacation leave as set out herein.

20.02 An employee who has received pay from the Employer for at least ten (10) calendar days in a calendar month shall earn paid vacation leave credit for that month as follows:

Completed Years of Continuous Service

Based on 35 hour Work Week				
Years of Service	Annual Entitlement		Monthly Entitlement	
	Days	Hours	Days	Hours
Less than 2 years	20 days	140 hours	1.67 days	11.67 hours
2 but less than 6	25 days	175 hours	2.08 days	14.58 hours
6 but less than 12	30 days	210 hours	2.50 days	17.50 hours
12 or more	35 days	245 hours	2.92 days	20.42 hours
Based on 40 hour Work Week				
Years of Service	Annual Entitlement		Monthly Entitlement	
	Days	Hours	Days	Hours
Less than 2 years	20 days	160 hours	1.67 days	13.33 hours
2 but less than 6	25 days	200 hours	2.08 days	16.67 hours
6 but less than 12	30 days	240 hours	2.50 days	20 hours
12 or more	35 days	280 hours	2.92 days	23.33 hours

Where an employee completes a year of continuous service in a month which entitles the employee to the next higher accrual rate, the employee shall receive the higher accrual rate if the year of continuous service is completed on or before the fourteenth (14th) day of the month. If completed after, the higher accrual rate shall commence at the beginning of the following month.

- 20.03** (a) An employee may only take earned vacation leave except that after an employee has been employed by the Employer for more than one (1) vacation year, the employee may borrow up to ten (10) days' vacation leave from the next vacation year. An employee may not do so more than once per vacation year.
- (b) If an employee borrows and uses unearned vacation in accordance with Article 20.03(a) and leaves active paid employment with the Employer for any reason, subject to Article 19.03, the unearned vacation pay may be deducted from any moneys owing to the employee, and any remaining moneys shall be a debt owing to the Employer.

- (c) A probationary employee may take vacation leave with the prior approval of the Employer.
- (d) An employee must make every reasonable effort to use all vacation leave earned in one vacation year prior to the completion of the next vacation year.

20.04 Where an employee is entitled to bereavement leave, sick leave or special leave during a scheduled paid vacation, the employee can elect to have the leave added to the vacation period or use the vacation leave at a later date. If the Employer agrees, it may be used at a later date. The Employer reserves the right to require satisfactory proof of entitlement.

20.05 (a) Where at the end of any calendar year, an employee has not used all vacation leave credits for that year, up to twenty five (25) days of paid vacation may be moved into the next following year. If not used by the end of the next following year, vacation pay shall be paid out at the employee's then hourly rate.

(b) Provided that application is made at least two (2) weeks prior to commencement of the vacation, and subject to operational requirements, the Employer shall make every reasonable effort to grant to an employee the period of vacation leave requested by the employee provided the employee has completed the appropriate vacation leave application form and submitted it to the Employer.

(c) The Employer will reply to an employee's written vacation leave request as soon as practicable with respect to the approval or disapproval and in any event, within ten (10) working days. If the vacation leave request is refused, the reasons for the denial shall be provided to the employee.

(d) An employee whose period of vacation leave has been approved, but due to operational requirements is subsequently denied, shall be reimbursed for all non-refundable travel deposits forfeited as a result.

20.06 (a) On termination of the employee's employment, the employee shall be paid out all accrued but unused vacation leave credits.

(b) At the employee's request, the employee shall be entitled to use earned but unused vacation leave credits if doing so will bridge the employee to minimum severance pay entitlement after the date of layoff.

20.07 (a) Where, during a period of vacation leave, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses incurred in returning to Dawson City. Such expenses shall be in accordance with Article 43. In addition, the employee shall be reimbursed for any non-refundable deposits forfeited as a result of recall. If the employee immediately resumes vacation upon completing the assignment for which the employee was recalled, the employee shall be reimbursed for reasonable expenses incurred on the return trip.

- (b) The employee shall not be considered to be on vacation leave during any period during which they are on assignment or travelling to or from the employee's vacation destination.
- (c) An employee who is on vacation leave and is recalled early from their vacation shall be reimbursed any extra expenses incurred by the employee for returning early (including change penalties for their spouse and minor age children).

20.08 An employee may once in each calendar year have all or any part of the employee's vacation pay that was carried over from the prior calendar year paid out.

20.09 (a) The benefits set out in this Article shall apply to Regular part-time employees who are regularly scheduled to work more than fifty percent (50%) of the standard hours of work applicable to the classification on a pro-rated basis.

- (b) A Regular part-time employee who is regularly scheduled to work less than fifty percent (50%) of the standard hours of work applicable to the class shall receive vacation pay as follows:
 - (i) Less than two (2) consecutive years of service, four percent (4%) of the employee's gross earnings on each pay;
 - (ii) After completion of two (2) consecutive years of service, six percent (6%) of the employee's gross earnings on each pay.
- (c) Seasonal and casual employees shall receive vacation pay as follows:
 - (i) Less than two (2) consecutive years of service, four percent (4%) of the employee's gross earnings on each pay;
 - (ii) After completion of two (2) consecutive years of service in which employee worked a minimum of three (3) months per year, six percent (6%) of the employee's gross earnings on each pay; and
 - (iii) For purposes of Article 20.09(c) (ii), "month" means ten (10) or more days where the employee works at least four (4) hours per day.

Travel Time

20.10 Upon completion of one year of continuous service, a Regular full-time employee shall be granted three (3) days travel time once per annum contiguous to vacation leave. Where vacation is paid out rather than taken, this shall not be paid out. Such leave shall be pro-rated for Regular part-time employees.

Article 21
Sick Leave

21.01 (a) Upon completion of probation, all Regular full-time and Regular part-time employees may utilize earned sick leave as follows:

- (i) Sick leave shall only be used if the employee is unable to work by reason of bona fide non-occupational illness or accident or as set out herein for medical, dental and optical appointments or where necessary to care for an ill spouse, minor child living in the employee's home or parent.
- (ii) If an employee is unable to report for the employee's scheduled shift, the employee shall notify the employee's immediate supervisor prior to the start of the shift in order to qualify for paid sick leave, unless the employee is unable to do so.
- (iii) The Employer reserves the right to ask for a medical certificate certifying an illness or accident for any absence in excess of three (3) days, for all absences that exceed seven (7) days in a calendar year.
- (iv) Where a pattern of absences is developing or there is a reasonable basis for believing there may be an abuse of sick leave, the Employer may request that further medical evidence acceptable to the Employer be furnished or that an employee undergo an Independent Medical Examination ("IME").
- (v) Where an employee undergoes an IME at the request of the Employer which is not covered by the Yukon Health Insurance, the fees charged will be paid by the Employer. The Independent Medical Examiner shall be agreed to by the employee and the Employer.

21.02 (a) Sick leave may be accumulated by Regular full-time employees including probationers at a rate of one and one half (1.5) days per month for every month in which the employee is paid by the Employer for ten (10) days or more in the month. Accumulation shall be to a maximum of thirty (30) days.

- (b) Regular part-time employees shall accumulate sick leave at a pro-rated basis based on hours worked in the month in relation to full-time employment for that classification.
- (c) Absence in excess of seven (7) consecutive working days shall be governed by the Employer's short term disability policy unless the employee chooses to use up to fifteen (15) days of accumulated sick leave for the absence. For any absence exceeding fifteen (15) working days, the employee must apply for short term disability.

- (d) Accumulated sick leave may be used by a Regular employee receiving short term disability benefits to top up their benefits up to one hundred percent (100%) of the employee's regular full-time income, if permitted by the insurance carrier.

21.03 Sick leave may be used for medical or dental or optical appointments for the employee outside of the City of Dawson.

21.04 On voluntary termination/or retirement, an employee shall be paid half (50%) of any unused accumulated sick leave.

Article 22 **Special Leave**

22.01 (a) A Regular employee shall be credited with six (6) days special leave credits upon completion of their first year of service and upon completion of each continuous year of service thereafter. An employee may accumulate up to fifteen (15) days.

- (b) A Regular part-time employee shall accumulate special leave at a pro-rated basis based on hours worked in the year in relation to the Regular full-time employment for that classification.

- (c) Notwithstanding Article 22.01(a), an employee will be credited with fewer than six (6) days if crediting the employee with six days will result in an accumulation of greater than fifteen (15) days. The credit of Special Leave days will only occur on the employee's anniversary date and the number of days to be credited will depend on the number of days already accumulated on that date.

22.02 Special Leave may be used for the following purposes:

- (a) Upon bereavement, or for the purpose of attending a potlatch held within thirteen (13) months of the death of an immediate family member (defined in Article 22.02(a)(i) below).

- (i) Immediate family is defined as a mother, father, sister, brother (or alternately stepfather, stepmother, step-sibling, or foster parent), grandparent, grandchild, aunt, uncle, spouse, son, daughter, stepchild or ward of the Regular employee, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any relative permanently residing in the Regular employee's household or with whom the Regular employee permanently resides.

Not more than seven (7) days of Special Leave may be used in relation to the death of the same person.

- (ii) For the purposes of bereavement in the event of the death of any person other than a member of the employee's immediate family.

Not more than two (2) days of Special Leave may be used in relation to the death of the same person.

- (b) Where an employee is required to care for their sick dependant(s) or a sick person permanently residing in their place of residence, or a sick mother or father or spouse.

Not more than five (5) days of Special Leave may be used under this provision at any one time.

- (c) After the completion of one year's continuous employment with the City of Dawson, and with at least five (5) days' notice to the Employer, on the occasion of the employee's marriage.

Not more than five (5) days of Special Leave may be used for the employee's marriage.

- (d) Leave on the birth of the employee's child.

Not more than ten (10) days of Special Leave may be used on the birth of a child.

- (e) Leave, to be taken within thirty (30) days of the adoption, on the adoption of a child by the employee.

Not more than ten (10) days of Special Leave may be used on the adoption of a child.

- (f) When an employee's dependant(s) require assistance to travel to Whitehorse or a facility outside the Yukon to seek emergency medical or dental treatment or to visit a non-resident medical specialist, and if it is not possible for the employee's dependant(s) to seek treatment or an appointment in Dawson City.

Not more than seven (7) days of Special Leave may be used at one time under this provision.

- (g) Subject to operational requirements, for the purpose of attending interviews regarding a dependant's education.

Not more than five (5) days of Special Leave may be used under this provision in any year of employment.

- (h) Subject to operational requirements, an employee shall be eligible for an unspecified leave day. Approval of unspecified leave requests shall not be unreasonably withheld.

Not more than **two (2) days** of Special Leave may be used under this provision in any year of employment.

- (i) When the employee is unable to perform their job duties due to domestic violence.

Not more than seven (7) days of Special Leave may be used under this provision in any year of employment.

- 22.03** A Regular employee shall provide necessary proof of the need for or the utilization of leave under this Article.
- 22.04** A Regular employee is not eligible for Special Leave with pay for any period during which they are on leave of absence without pay or under suspension.
- 22.05** Notwithstanding Article 22.04, an employee may use Special Leave at the same time that the employee is on a Pregnancy, Adoption and Parental Leave in accordance with Article 23.04. For greater certainty, receiving Special Leave during a Pregnancy, Adoption and Parental Leave does not extend the time period for leave in Article 23.04.
- 22.06** If an employee is paid Special Leave during a Pregnancy, Adoption and Parental Leave in accordance with Article 23.04, the Special Leave will be paid as a Supplementary Employment Insurance Benefit and the Special Leave days paid will be deducted from the Employee's accumulated Special Leave set out in Article 22.01(a).

Article 23 **Other Types of Leave**

Jury Duty

- 23.01** (a) Where an employee is summoned for jury duty and is selected for the jury, the Employer shall provide the employee with paid leave during the jury selection process and for the first twenty (20) days of jury duty. Thereafter, any leave shall be without pay.
- (b) Where jury duty is with pay, the Employer may deduct from the regular pay any allowance received by the Employee for serving on the jury except an allowance which is reimbursement for expenses.

Public Service Leave

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

Leave Without Pay for Personal Matters

- 23.03** (a) Leave without pay for personal needs may be granted, subject to operational requirements, to an employee for a period of not more than twelve (12) months. During this period the employee will retain accumulated benefits and continuous service but shall not accumulate further continuous service or benefits.
- (b) The Employer will not be responsible for payment of the employee's Group Insurance Program premiums while the employee is on a Leave of Absence but the employee will have the option of prepaying the cost of the benefits.
- (c) On returning to work, the employee will receive the same rate of pay as when the employee left but if the leave of absence is more than six (6) months the employee will not necessarily be offered the same position.

Pregnancy, Adoption and Parental Leave

- 23.04** Employees are entitled to pregnancy, adoption or parental leave in accordance with Part 6 of the *Yukon Employment Standards Act*.

Volunteer Leave

- 23.05** Regular full-time and Regular part-time employees may be granted up to one (1) day's leave per calendar year to volunteer for community events including accompanying youth teams to sports events.

Compassionate Care Leave

- 23.06** Employees are entitled to compassionate care leave in accordance with Part 9 of the *Yukon Employment Standards Act*.

Traditional Leave

- 23.07** (a) **An employee who is an Aboriginal person (meaning Indian, Inuit or Métis) and who has been continuously employed for three (3) consecutive months will be entitled to a leave without pay of up to five (5) working days in every calendar year in order to engage in traditional pursuits such as hunting, fishing and harvesting and other activities to maintain their culture through traditional pursuits.**
- (b) **The Employee may use their banked overtime credits.**
- (c) **Requests for Traditional Leave are subject to the approval by the employee's manager and will not be unreasonably withheld.**
- (d) **Traditional Leave does not carry forward into subsequent calendar years.**

- (e) If the Yukon *Employment Standards Act* is amended to include Traditional Leave, or a leave with a similar purpose, employees will be entitled to the greater of the Traditional Leave in this Article 23.07 or the Yukon *Employment Standards Act* leave but not both leaves.

Domestic or Sexualized Violence Leave

- 23.08** Employees are entitled to domestic or sexualized violence leave in accordance with Part 9 of the Yukon *Employment Standards Act*.

Article 24
Education and Training

- 24.01** The Employer recognizes the usefulness of Training and Education as it relates to either update required skills for a current position or longer term career and development.

- 24.02** The following definitions apply in this Article:

- (a) "Mandated Training" means training required for the development of skills necessary to perform the core job duties of the employee's position and includes on the job training, training required by law for the employee's position, training required to maintain the certifications in the employee's job description and training required by the Employer. Mandated training may be included in an employee's annual work plan.
- (b) "Education" means professional or technical training, or other educational courses related to the development of an employee's employment with the Employer. For example, to improve the employee's ability to perform their current role or provide the employee the ability to perform other job duties that the Employer currently requires or will require in the future. Education generally refers to longer term and more in-depth professional or technical training and may be included in an employee's annual work plan.
- (c) "Expenses" means reasonable costs required to participate in Education, such as text books, equipment, or travel;
- (d) "Tuition" means the registration cost of Education; and
- (e) "Pay Continuance" means the employee's normal wages and benefits are continued during an Educational Leave.

- 24.03** At the discretion of the Employer, and upon written application by an employee, the Employer may grant the employee a leave without pay so that the employee may complete Education (an "Educational Leave"). The decision to approve or disapprove an application will be in writing.

24.04 At the Employer's discretion, prior to the commencement of the Educational Leave, the Employer may agree in writing to:

- (a) **reimburse an employee for some or all of their Tuition or Expenses upon successful completion of the Education or at the Employer's discretion at an earlier date; and/or**
- (b) **provide partial or full Pay Continuance to the employee during the Education Leave.**

24.05 Factors that will be considered by the Employer when deciding whether to provide financial assistance under this Article include:

- (a) **How the request relates directly to the general needs of the Employer and the reasonable career aspirations of the employee with respect to their employment with the Employer as identified in their annual work plan;**
- (b) **The skills required to satisfactorily carry out the assigned work assigned to them have changed, become dated or require additional education;**
- (c) **The Education is required to keep the employee current in their field of work and to fulfill the duties of their position;**
- (d) **Qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees for that essential work; or**
- (e) **Whether the Education is of value to the employee's work and how much the Education will impact the employee's attendance.**

24.06 An Educational Leave ends the earlier of the completion of the Education (whether the employee passes or fails), or the employee dropping out of the Education for any reason.

24.07 If the Employer provides any financial assistance under Article 24.03, the employee is obligated to return to work for at least one year following the end of the Educational Leave. If the Employee quits or is discharged for just cause prior to the one year anniversary of the end of their Educational Leave, they will repay to the Employer the full amount of financial assistance provided to them, including any Expenses or Tuition paid by the Employer, and any Pay Continuance provided to them by the Employer during the Educational Leave (the "Repayment Amount"). If the employee does not pay the Repayment Amount, the Employer may deduct the Repayment Amount from wages owing to the employee.

24.08 If the Employer, at its discretion, provides any financial assistance prior to the completion of the Education and the Employee does not successfully complete the Education or quits or is discharged for just cause prior to completing the Education, the Employee will repay to the Employer the Repayment Amount. If the Employee

does not pay the Repayment Amount, the Employer may deduct the Repayment Amount from wages owing to the employee.

- 24.09 The Employer will advise an employee who has applied for Educational Leave whether their request has been approved or denied as soon as possible or in any event no later than forty-five (45) calendar days of receipt of their application.**
- 24.10 Upon completion of the Educational Leave, the employee will return to their position or a substantially similar position at the same rate of pay as before the Education Leave commenced.**
- 24.11 During the Education Leave, the employee will retain accumulated benefits and continuous service but shall not accumulate further continuous service or benefits.**

Article 25 **Injury on Duty Leave**

- 25.01** (a) Regular full-time and Regular part-time employees who are injured on the job and have their claim approved by the Workers' Compensation Health and Safety Board (the "Board"), shall be granted Injury on Duty Leave with pay for the period of absence approved by the Board or four (4) weeks, whichever is less. Any leave beyond the four weeks shall be without pay.
- (b) Notwithstanding Article 25.01(a), if the Board denies an employee's claim and the claim is under appeal (the "Appeal Period"), the employee is eligible to use their sick leave credits in accordance with Article 21.01. In the event that the employee does not have sufficient sick leave credits and the employee does not qualify for short term disability coverage, as determined by the short term disability provider, the employee may use their available vacation leave and banked overtime credits in an amount equivalent to the amount of pay permitted under the *Workers Compensation Act* until a final decision is made by the Board on the claim.
- (c) If the appeal is successful, the payment made by the Board for the period of the paid Injury on Duty Leave, vacation leave and/or banked overtime used by the employee will be remitted to the Employer and the employee's respective leave bank will be credited accordingly.
- (d) In order to receive the leave with pay, the employee shall first assign to the Employer all payments received from the Board concerning the period of paid Injury on Duty leave and the Appeal Period.
- (e) Employees will not accrue sick leave, paid vacation or other benefits during the unpaid Injury on Duty leave or during the Appeal Period.
- (f) Employees may self-pay for the benefit coverage if permitted by the insurance carrier during the unpaid Injury on Duty Leave and during the Appeal Period.

Article 26
Overtime

26.01 “Overtime” means work performed by a Regular full-time employee in excess of the employee’s daily or weekly regularly scheduled hours of work. In the case of a Regular part-time or casual employee, overtime means hours worked in excess of the daily full-time or weekly full-time hours for the particular classification.

26.02 (a) Except in the case of an emergency, all overtime hours must be authorized in advance by the Chief Administrative Officer or a Department Head not in the Bargaining Unit.

(b) In all cases, the Employer may utilize the workforce so as not to incur overtime if possible.

(c) Where overtime is necessary, and subject to operational requirements, the Employer shall make reasonable efforts:

(i) to allow an employee who was performing a task during the employee’s regular hours to complete the task;

(ii) if such is not possible, then to allocate overtime on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work except that employees already at work shall be utilized prior to off duty employees.

(d) Where possible, the Employer shall give employees required to work overtime reasonable advance notice of the requirement.

(e) Provided that there are other employees willing to work the overtime and qualified to do the work, and excepting emergencies, employees may refuse overtime.

26.03 An employee who is required to work overtime shall be paid overtime compensation for each completed fifteen (15) minutes of overtime worked by the employee.

(a) Overtime shall be paid to Regular full-time employees as follows:

(i) time and one-half (1½) for the first four (4) hours of overtime and double (2x) time thereafter;

(ii) time and one-half (1½) for the first eight (8) hours of overtime worked on a Saturday or on an employee’s first day of rest (if not a Saturday) and double time (2x) thereafter;

(iii) double time (2x) for all hours worked on a Sunday (or the employee’s second day of rest if not a Sunday);

- (iv) double time for all work performed on a statutory holiday (or the day observed by the employee as a statutory holiday (if a different day is observed)). Pay for work on the statutory holiday shall be in addition to any statutory holiday entitlement.
- (v) In lieu of (i), (ii), (iii) and (iv) the Employer shall grant, at the employee's request, equivalent leave with pay at the appropriate overtime rate.
- (b) A part-time employee will receive overtime if the employee works more than eight (8) hours in a day or more than forty (40) hours in a week (excluding daily overtime hours). Daily overtime shall be at the rates set out in Article 26.03(a)(i) and weekly overtime shall be at the rate of time and one-half.
- (c) For purposes of calculating overtime, the "first day of rest" for employees working 8 on, 6 off shall be the first three (3) days off. The "second day of rest" shall be the fourth (4th) through sixth (6th) days off.
- (d) The maximum amount of banked time that can be accumulated at any one time is ten (10) days. Stand-by time cannot be banked. Notwithstanding the preceding, Public Works Utility Employees may bank up to two hundred (200) hours leave. For greater certainty, banked time, up to the maximum hours above, may be carried over.
- (e) When overtime compensation is paid, the pay statement shall indicate the pay period, rate of overtime and the overtime hours.

Article 27

Pay

- 27.01** Employees shall be paid not less than the applicable rate of pay for the position to which they are appointed.
- 27.02** Employees shall be paid on a biweekly basis, with pay days being every second Friday.
- 27.03** Paycheques, pay stubs, T4 information slips, and any other employee-specific pay and benefit items shall be distributed in a confidential manner. Pay stubs shall show the employee's name, the pay period, the particulars of the wages, allowances and benefits paid, the deductions taken from the pay, and the employee's net pay.
- 27.04** Employees who have earned overtime compensation, or any other extra allowances in relation to their regular pay, shall receive such remuneration in the pay period during which it was earned and no later than the following pay day.

Acting Pay

- 27.05** (a) When an employee is required by the Employer to perform the substantial duties of a higher classification on an acting basis for at least three (3) working days,

then the employee shall be paid acting pay calculated from the day on which the employee was instructed to commence to perform the higher duties. The acting pay shall be a premium of ten percent (10%) over the employee's regular pay.

- (b) When an employee is required by the Employer to perform the substantial duties of an excluded position on an acting basis for at least three (3) working days, the employee shall be paid the greater of: (i) the step 1 rate, as set out in the management bylaw, for the position the employee is filling; or (ii) the employee's regular rate of pay plus ten percent (10%).

The maximum pay the acting employee may receive is the regular rate of pay of the particular excluded employee for which the employee is acting.

27.06 When a day designated as a paid holiday occurs on a day when the employee would otherwise be performing duties on an acting basis, the holiday shall be considered at the Acting Pay rate.

27.07 When an employee is appointed to a new position, the employee will be paid:

- (a) if the appointment constitutes a promotion, an increase in salary within the pay range of the position to which the employee is appointed;
- (b) if the appointment constitutes a transfer, the employee shall receive a rate of pay within the range of the position to which the employee is transferred, which is nearest to, but not less than the employee's former rate of pay;
- (c) if the appointment constitutes a demotion, the employee shall receive a rate of pay within the range of the position to which the employee is demoted, which is nearest to but not greater than the employee's former rate of pay;
- (d) if the appointment is an initial appointment to a position with the Employer, the new employee shall be paid at a rate of pay within the range of the position, which is commensurate with the employee's qualifications and experience.

Pay Recovery

27.08 When an employee, through no fault of their own has been overpaid, the Employer will, in writing, advise the employee of the overpayment and of the Employer's intention to correct the overpayment. Prior to commencing recovery, the Employer shall devise a recovery schedule and discuss with the employee. In no case shall the money repaid be in excess of twenty percent (20%) of the employee's net earnings per pay period.

Part-Time Employees

27.09 The salary payable to Regular part-time employees shall be determined on the basis of the range applicable to the classification and the percentage of the standard hours of work applicable to that class has been established for the part-time position.

- 27.10** Regular part-time employees who are occasionally required to work more hours than are established as standard hours of work for the part-time position shall be paid at the regular rate of pay for the applicable class for all hours worked up to the standard hours of work prescribed for the applicable class.

Article 28
Reporting Pay

- 28.01** If an employee reports to work as directed by the Employer on a regularly scheduled shift, then the employee is entitled to be paid the greater of:
- (a) the hours actually worked at straight time; or
 - (b) four (4) hours pay.
- 28.02** If the employee reports for work as directed by the Employer on a day of rest, on a designated paid holiday, or outside their regularly scheduled hours of work, they entitled to be paid for the greater of:
- (a) the hours actually worked at the appropriate overtime rate; or
 - (b) four (4) hours at the appropriate overtime rate.

Article 29
Stand-By Pay

- 29.01** A period of Stand-By shall **commence at the end of an employee's regular work shift and end immediately prior to the commencement of the employee's next shift.**
- 29.02** An employee on Stand-By is defined as an employee who is required to carry a communication device provided by the Employer and to be capable of responding to emergencies.
- 29.03** A call out is defined as an incident requiring the immediate attention of the City of Dawson's utility system employees, is of an emergent nature, and, if not attended to until the next working day, may cause injury to persons or damage to public property.
- 29.04** An employee designated to be on Stand-By will receive **the greater of forty dollars (\$40) or one (1) hour of pay at the employee's regular rate of pay** per Stand-By shift. No Stand-By payment will be granted if the employee is unable to report for duty when required.
- 29.05** An employee on Stand-By required to report for work shall be paid, in addition to the Stand-By pay:
- (a) Four (4) hours pay at time and a half (1.5x). Any additional call outs within the four (4) hour period shall not receive additional compensation.

- (b) A call out following the first four hour period shall receive four (4) hours pay at double time (2x). Any additional call outs within this second four (4) hour period shall not receive additional compensation.
- (c) If a further call out is required outside the first two periods of four (4) hours each, it shall be paid from the call out to 7:00 am at double time (2x).

29.06 The assignment of Stand-By duties shall be shared equally by utility system employees.

Article 30
Pay for Travel on Behalf of the Employer

30.01 (a) Where an employee is required, or directed, by the Employer to travel on duty outside of and/or to return to Dawson City in order to perform the duties of their position; and

- (b) Provided that their method of travel is determined by, or approved by, the Employer, they shall be compensated for the time spent travelling in the manner prescribed below:
 - (i) On a normal working day on which they travel but do not work, the employee shall receive their regular pay for the day.
 - (ii) On a normal working day on which they travel and works, the employee shall be paid:
 - a. their regular pay for the day where the combined period of travel and work does not exceed the daily hours of work assigned to their position even though such hours may not be in accordance with their normally scheduled hours of work;
 - b. where the combined total of travel and work hours exceed the daily hours of work assigned to the position, they shall be paid at the applicable overtime rate for additional travel time in excess of their normal daily hours of work.
 - (iii) On a day where the employee would be entitled to receive overtime pay or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for all hours spent travelling to a maximum of the daily straight time hours assigned to their position in any one day.

30.02 Hours travelled include a one (1) hour check-in at airports or bus depots and one (1) hour check-out period at each overnight stopover at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, exclusive of overnight stops.

- 30.03** The Employer will make every reasonable effort to restrict travel outside of the City of Dawson which requires absence from the City of Dawson over two consecutive weekends.
- 30.04** Where an employee is absent from home on a designated paid holiday and does not work, the employee shall receive another mutually agreed day off with pay.

Article 31
Vacancies, Job Postings, Promotions and Transfers

- 31.01** Every vacancy for a position that is expected to be for a duration of four (4) months or more and every newly-created vacancy shall be posted on the Employer's notice board. The job posting shall state the job classification, rate of pay and required qualifications for the job. The Employer will provide a copy of the job posting to the City of Dawson shop steward and the Union president at least two (2) business days before posting. The posting will be posted on the Employer's notice board for at least ten (10) calendar days before a hiring decision is made. An employee who wishes to apply for the position shall do so on or before the closing date as advertised on the posting. Preference will be given to employees. However, if no employee who applies has the minimum qualifications for the position, then the Employer may hire whomever the Employer chooses.
- 31.02** In choosing between candidates, the Employer shall select the best qualified candidate. Qualifications shall be those required for the position and shall include:
- (a) knowledge;
 - (b) skills;
 - (c) education;
 - (d) experience; and
 - (e) suitability for the position.

Where two or more candidates are relatively equal, continuous service with the Employer shall be the deciding factor.

- 31.03** If more than one individual with the Qualifications for a position applies for a job posting, the Employer will rank the candidates with the Qualifications (the "Eligibility List"). If the candidate initially awarded the position does not successfully complete their probationary period or resigns from the position within the first six (6) months in the position, the Employer may hire from the Eligibility List without having to repost the position pursuant to Article 31.01.
- 31.04** Subject to Article 33, the rate of pay for a person appointed to a position with the Employer, whether it be an initial appointment or a promotion, shall be the minimum rate

of pay for the range of that position unless otherwise authorized by the Chief Administrative Officer where the qualifications of the candidate so warrant.

31.05 Where there is a vacancy within the Employer, the Chief Administrative Officer shall attempt to promote employees from within the bargaining unit prior to going to public competition. Such promotion shall be subject to an employee's abilities to perform the responsibilities of the new position in a competent manner.

31.06 Upon promotion an employee shall:

- (a) (i) receive the minimum rate of pay for the new position; or
- (ii) the next highest increment for the position;
- (b) be considered a probationary employee, without loss of benefits, in the position to which they have been promoted for a period of six (6) months and shall receive a rate of pay in accordance with either Article 31.06(a)(i) or (ii) whichever is appropriate.
- (c) (i) During the probationary period an employee may choose to return to their previous position at the rate of pay the employee was earning for the previous position.
- (ii) During the probationary period the Employer may return the employee to their previous position for cause at the rate of pay the employee was earning for their previous position. Cause shall include suitability for the position.

Transfers

31.07 An employee shall not be transferred to a position outside the Bargaining Unit without the employee's consent.

31.08 No employee shall be transferred to another position within the bargaining unit without the employee's consent except on a temporary basis for no longer than ninety (90) days without loss of income.

Probationary Employees

31.09 (a) A probationary employee may be terminated at any time for cause which includes suitability for continuing employment with the Employer.

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

Article 32
Job Description

- 32.01** When an employee is first hired or when an employee is reassigned to another position in the bargaining unit the Employer shall, before the employee is assigned to that position, provide the employee with a current, accurate and written Job Description of the position to which they are assigned.
- 32.02** Upon written request, an employee shall be given a current, accurate and written Job Description for their position.

Article 33
Classification

- 33.01** During the term of this Agreement, if a classification is implemented by the Employer, the Employer shall, before applying the new or revised classification, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within thirty (30) calendar days from the date on which the Employer submits the new or revised classification to the Union, the Employer may withdraw the proposed classification and may resubmit their proposal, or the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 33.02** Where an employee believes that they have been improperly classified with respect to their position or category, group and level, they shall discuss their classification with their immediate supervisor and, on request, shall be provided with a copy of their job description before they file a grievance.
- 33.03** Where an employee is in a position which is reclassified resulting in its inclusion in a class having a maximum salary higher than the former position, the employee shall receive:
- (a) the minimum rate of pay for the new class where their present salary is less than the minimum salary established for the new class; or
 - (b) one pay step increase ahead of their present salary where their present salary is the same as or more than the minimum but less than the maximum salary for the new class.
- 33.04** Where an employee is in a position which is reclassified resulting in its inclusion in a class having a maximum salary the same as that previously applicable to the position, the salary payable to the employee shall remain unchanged.
- 33.05** Where an employee is in a position which is reclassified resulting in the employee's present salary exceeding the maximum salary of the applicable new classification, the employee shall be entitled to receive any economic increases negotiated by the parties.

- 33.06** When a classification is assigned a different pay range, no employee shall receive a salary less than the salary they were receiving in the previous range.

Article 34

Employee Performance Review and Employee Files

Employee Performance Review

- 34.01** The Employer shall carry out a performance review of an employee annually prior to an employee's anniversary date, or more often when performance issues justify such. Seasonal employees will receive a performance review at the end of each season. Term employees, who are employed for more than one year, will receive a performance review prior to the employee's anniversary date. Probationary employees shall be reviewed at or near the end of the probationary period.
- 34.02** When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss the evaluation and to correct any perceived inaccuracies. The employee shall then sign the finalized review and indicate that its contents have been read and understood by the employee. The employee shall receive a copy of the review. The employee shall also be given the opportunity to provide written comments to be attached to the employee's appraisal and may address any factual inaccuracies in the performance appraisal.
- 34.03** Subject to operational requirements employees will, whenever possible, be given the opportunity for in-service training, retraining and career development in order to become qualified for higher-rated positions for which the employee has expressed an interest.

Employee Files

- 34.04** The Employer agrees not to introduce as evidence in any arbitration involving promotion or discipline any document from the employee's personnel file which the employee was not made aware of by being provided with a copy at the time the document was placed on the employee's file.
- 34.05** Any discipline of an employee which has been placed on an employee's personnel file shall be removed two (2) years after the discipline, provided that no further discipline of the employee has been taken during the two year period. This Article does not apply to performance reviews if references to discipline addressed in the prior sentence are redacted.
- 34.06** An employee may examine the employee's personnel file at any time upon two (2) business days' notice. The Employer may have an authorized representative present during the employee's examination.
- 34.07** The Employer agrees that there will only be one personnel file kept for each employee.

- 34.08** Where an employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature, the Employer shall advise the employee that at the employee's option they shall have the right to have a Representative in attendance.

Article 35
Contracting Out

- 35.01** There will be no contracting out of any work presently performed by the Employer if doing so would result in the lay-off or reduction in the hours of work of existing Regular Full or Regular Part-time employees. Not extending the term of a Term employee due to contracting out is not a violation of this Article.

Article 36
Continuous Service

- 36.01** Continuous Service is defined as the length of service with the Employer and shall be applied across all departments, unless otherwise agreed in this Collective Agreement. The departments are:

- (a) Public Works;
- (b) Recreation;
- (c) Administration; and
- (d) Protective Services.

- 36.02** Newly hired employees shall be on probation for a period of six (6) months of active service. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except:

- (a) probationary employee will accumulate **and may** use accumulated sick days; and
- (b) the employee may be terminated during the probationary period on the basis of suitability for employment with the Employer provided the decision to terminate is not arbitrary, discriminatory or made in bad faith in accordance with the arbitral jurisprudence.

- 36.03** The Employer shall maintain a continuous service list showing the date upon which each employee's service commenced. The list shall be updated every year and a copy provided to the Union.

- 36.04** An employee promoted to another position shall be on a trial period for six (6) months. During the trial period, the employee may choose to move back to the employee's previous position and the Employer can move the employee back if after a reasonable opportunity the employee is unable to perform the job to an acceptable level.

Article 37
Layoff and Job Security

- 37.01** In the event that it becomes necessary to lay off an employee, the Employer shall lay off the employee with the least continuous service in the job classification affected provided that the remaining employees have the qualifications and ability to perform the job.
- 37.02** Employees shall be recalled within their job classification in the order of their continuous service in the job classification where jobs become available provided they have the ability to perform such jobs.
- 37.03** (a) Except in an emergency, the Employer shall give Regular employees not less than two (2) weeks' notice of a layoff.
- (b) If the Employer fails to give the notice specified in this paragraph then the Employer shall pay the employee the equivalent of the employee's salary for the period between the notice given and the notice required.
- (c) If a layoff extends beyond thirteen (13) weeks, the employee shall be paid wages equivalent to the difference between the Yukon *Employment Standards Act* entitlement and the notice period provided under paragraph (a) and/or pay under paragraph (b).
- (d) If an employee is paid severance under paragraph (c), then for future layoffs the employee shall be treated as a new employee for purposes of the *Employment Standards Act* severance.
- 37.04** Employees who have received notice of layoff may bump into a lower-rated position if the laid off employee has greater continuous service, and has the qualifications and ability to perform the job. The laid off employee must bump the employee in the lower rated classification with the least continuous service.
- 37.05** An employee shall keep the Employer advised at all times of the employee's current address. The employee shall return to work within ten (10) working days from the time that the employee receives notice of recall unless, on reasonable grounds, the employee is unable to do so.
- 37.06** An employee shall lose recall rights and employment after twelve (12) months on the recall list.
- 37.07** No new employees shall be hired within a job classification unless laid off employees with recall rights from that classification have been considered for recall as per Article 37.02.

Article 38
Discharge and Discipline

- 38.01** (a) The Employer has the right to discharge or suspend an employee for just cause. Notice of suspension and/or dismissal shall be in writing and shall set forth the reasons for the suspension or dismissal.
- (b) The principle of progressive discipline is recognized by both parties.
- (c) The discharge of a probationary employee may include suitability for employment with the Employer.
- 38.02** Should it become necessary to discuss a disciplinary matter with an employee, such discussion will be conducted in private. At the discretion of the employee, a Representative can be present, except where it would unduly delay the discussion due to the unavailability of the Union Representative.
- 38.03** When circumstances are such that the Representative was not available or the employee did not request the attendance of a Representative, the Employer shall notify the appropriate Representative when discipline occurs.

Article 39
Hours of Work

- 39.01** (a) The standard hours of work for Regular full-time **administrative, finance, planning and development** staff and the Bylaw Officer shall be thirty-five (35) hours per week.
- (b) The hours of work for administrative, **finance, planning and development** staff shall be between 9:00 am and 5:00 pm.
- (c) The Bylaw Officer shall work flexible hours as established **by the Employer in consultation with the Bylaw Officer. The Protective Services manager and Bylaw Officer will, on a monthly basis, discuss and set the hours of work based on operational requirements. If they are unable to reach an agreement within two business days, the Chief Administrative Officer will set the hours of work.**
- If the Bylaw Officer requests a change to the agreed schedule due to changes in operational requirements and the request is made at least a week in advance and in writing, the Protective Services Manager will respond within two (2) business days and any outstanding issues may be referred to the Chief Administrative Officer for a final determination.**
- 39.02** (a) The standard hours of work for Regular full-time Public Works and Recreation employees shall be forty (40) hours per week.

- (a) Subject to paragraph (c), the hours of work for Public Works employees shall be based on a nine day fortnight, consisting of eight nine (9) hour shifts and one eight (8) hour shift, Monday to Friday, unless changed by the Employer.
- (b) The hours of work for Utility System employees shall be eighty (80) hours worked every (2) weeks consisting of eight ten (10) hour shifts worked between 7:00 am and 6:00 pm with six (6) days off.
- (c) Overtime pay for Utility System employees shall be paid for hours worked in excess of eighty (80) hours in two (2) weeks or in excess of ten (10) hours in a day.
- (d) Recreation Department employees shall work the hours of work described in Article 39.02(a) above between April and September. During the remainder of the year their hours of work shall be eight (8) hours per day, five (5) days per week.
- (e) Pool employees including Lifeguards, Lifeguard – Instructors, Apprentice Lifeguards and Junior Lifeguards may work irregular shifts including, but not limited to, split shifts with two hours in the morning and two hours in the afternoon.

39.03 (a) Each employee working a full shift is entitled to an unpaid one (1) hour or one (½) half hour lunch break as established for the department scheduled near the middle of the shift.

- (b) Each employee working a full shift is entitled to a paid fifteen (15) minute break in each half of the shift.
- (c) Employees who work less than a full shift shall be entitled to one fifteen (15) minute break if they are scheduled to work three (3) or more hours, and a second break if scheduled to work six (6) and one half (6.5) hours or more.

39.04 Notwithstanding Articles 39.01 and 39.02, the Employer may change hours of work but, except in an emergency, shall provide employees with fourteen (14) days' notice of such change and consult with the Union prior to implementing such changes.

39.05 Pool employees, including Lifeguards, Lifeguard-Instructors, Apprentice Lifeguards and Junior Lifeguards, will provide their availability at the start of the season and the Employer will make reasonable efforts to accommodate the pool employees' availability. If requested by a pool employee, the Employer will provide the pool employee with two (2) consecutive days off once over each period of twenty-eight (28) calendar days.

Article 40
Labour Management Committee

- 40.01** A Labour Management Committee will be formed to consult on matters of mutual interest.
- 40.02** The Labour Management Committee shall consist of two (2) representatives of the Employer and two (2) representatives appointed by the Union.
- 40.03** The Union will consider the department structure in appointing their representatives.
- 40.04** The Labour Management Committee will meet at any time at the request of either party, but in any event will meet at least once every six (6) months.
- 40.05** Employees shall not lose pay for serving on the Labour Management Committee.
- 40.06** The parties shall make reasonable efforts to schedule meetings during regular hours of the Committee members.

Article 41
Safety and Health

- 41.01** The Employer shall comply with all applicable Territorial Health and Safety Legislation and Regulations.
- 41.02** The Employer shall make available to all employees a current copy the *Occupational Health and Safety Act* and Regulations, and all Employer policies pertaining to safety and health.

Right to Refuse Work

- 41.03** (a) Pursuant to Section 15(1) of the Yukon *Occupational Health and Safety Act*, as may be amended from time-to-time, an employee may refuse to work or do particular work where the employee has reason to believe that:
- (i) the use or operation of a machine, device or thing constitutes an undue hazard to that employee or any other person; or
 - (ii) a condition exists in the workplace that constitutes an undue hazard.
- (b) Where an employee refuses to work or do particular work under paragraph (a) above, Sections 15 and 16 of the *Occupational Health and Safety Act*, as may be amended from time-to-time, will be followed.
- (c) Pending the investigation and decision of the Safety Officer pursuant to Section 16 of the *Occupational Health and Safety Act*, as may be amended from time-to-time, no employee shall be assigned to use or operate the machine, device or thing

or to work in the workplace or the part thereof that is being investigated, unless the employee to be assigned has been advised of the other employee's refusal and the reason for it.

First Aid

- 41.04** Employees who are required to attend First Aid and Safety Training courses shall be granted leave without loss of regular pay for such training. The Employer shall pay for such course fees and/or tuition.

Under this Article, if the Employer requires the employee to attend training on their day off, such time will be considered time worked and will be paid at the appropriate rate.

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

Transportation of Injured Workers

- 41.06** Where an employee suffers injury by accident arising out of and in the course of their employment, the Employer shall provide the employee with transportation as required under Section 38(1) of the *Yukon Workers' Compensation Act*, as may be amended from time-to-time.

Protective Clothing and Equipment

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

Occupational Health Examinations

- 41.08** Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner, the employee shall be granted leave with pay to attend the examination. All examination costs will be the responsibility of the Employer.
- 41.09** The employee shall have access to all occupational health information resulting from or related to their occupational health examination, and such information shall be maintained in a confidential manner.

Article 42 **Technological Change**

- 42.01** Technological change has the same meaning as set out in Section 51 of the *Canada Labour Code*.

- 42.02** Both parties recognize the overall advantages of technological change. Therefore, both parties will encourage and promote technological change and improvements.
- 42.03** The Employer agrees to provide at least one hundred and twenty (120) calendar days' notice to the Union of intended technological change.
- 42.04** Where the Employer has notified the Union that it intends to introduce technological change, the parties shall meet within thirty (30) calendar days of the notice in order to consult and make an effort to reach agreement on any changes necessary to the collective agreement or any solutions or administrative procedures to address issues raised by the technological change.
- 42.05** (a) The parties will develop procedures intended to assist employees affected by any technological change to adjust to the effects of the technological change.
- (b) Where technological change leads to the creation of new positions and the elimination of existing positions, the Employer will make reasonable efforts to, offer training in the new positions to employees made redundant by the technological change.
- 42.06** Section 52, 54 and 55 of the Canada Labour Code will not apply during the term of this Agreement to either the Employer or the Union provided that the Employer provides notice in accordance with Article 42.03.

Article 43 **Travel Policy**

- 43.01** All travel on City business by employees must be pre-approved by the Chief Administrative Officer or their designate.

Responsibilities of Person Travelling

- 43.02** (a) Prior to the trip, a completed "Travel Authorization/Claim Form" must be submitted to the Chief Administrative Officer or their designate. The final report shall be submitted upon return from the trip.
- (b) Where more than one employee is travelling to the same event, car-pooling shall be used whenever practicable.
- (c) Where car-pooling is practicable but declined, travel allowances will be prorated.

Hotels

- 43.03** Hotel rooms shall be moderately priced single rooms. Where the person travelling wishes a larger room or travels with a spouse or companion, the difference in rates shall be paid by the person travelling.

Airlines

- 43.04** Where travel is by air, office staff will book the tickets taking advantage of any reduced fares available based on consultation with traveler.

Child Care

- 43.05** Child Care will be provided to employees in instances where travel outside the City of Dawson is required at the rates set by the Yukon Government from time to time.

Taxi/Bus

- 43.06** Travel to and from airports and as otherwise required may be claimed.

Rates

- 43.07** The Employer agrees to use the travel rates set by the Yukon Territorial Government, as amended from time to time.

Claims

- 43.08** (a) Hotels/airlines booked by the office shall be paid for directly by the City through normal city procedures.
- (b) Travel Claim forms will be processed according to the pay accounts schedule.
- (c) Except for meals, private accommodation and mileage, no reimbursement will be provided for expenses not accompanied by a receipt.

Article 44
Uniform Clothing Issue

- 44.01** The following clothing will be provided by the Employer unless the Employer requests an employee to purchase clothing. If the employee is requested to purchase clothing, the Employer will reimburse the employee for the reasonable and receipted clothing expense:

Public Works

- (a) Coveralls (winter/summer);
- (b) Safety boots (winter/summer);
- (c) Safety rubber boots;
- (d) Hard hats;
- (e) Safety rubber gloves;

- (f) Gloves (winter/summer);
- (g) Rain gear (pants, jacket, chest waders, hat).

Parks and Recreation

- (a) Gloves (winter/summer);
- (b) Coveralls (winter/summer);
- (c) Safety boots (winter/summer);
- (d) Rain gear (pants, jackets, hat);
- (e) Hiking boots (summer);
- (f) **Snow pants (winter);**
- (g) One swim suit per season (summer).

Protective Services

- (a) Uniform (shirts, pants, shoes, boots, jacket, hat, belt and shorts)

Custodian

- (a) Scrubs;
- (b) Gloves (winter/rubber);
- (c) Rain gear (pants, jacket, chest waders and hat).

The Employer will replace any damaged clothing as provided for above, except where the employee deliberately damages the clothing.

Article 45 **Retirement Program**

45.01 Upon successful completion of probation, a Regular employee may at any time have the option of joining the Retirement Program provided in lieu of a Pension Plan.

45.02 The Employer will deduct a percentage, as established in Article 45.04 of this Collective Agreement, of the employee's gross pay from each payroll, and will deposit this **on a monthly basis to the following:**

- (a) **For employees who started contributing to the Registered Retirement Savings Plan prior to October 19, 2022, to the employee's Registered**

Retirement Savings Plan or, at the employee's election, to the Employer's group Registered Retirement Savings Plan; and

- (b) **For employees who started contributing to the Registered Retirement Savings Plan after October 19, 2022, to the Employer's group Registered Retirement Savings Plan.**

- 45.03** (a) The Employer will match the employee's contribution to a maximum of \$4,000.00 in a calendar year increasing to \$4,250.00 as of January 1, 2018.
- (a) Commencing in the calendar year following the year in which the employee completes five (5) years of continuous employment, the Employer will match employee contributions to a maximum of \$4,500.00 in a calendar year increasing to \$4,750 as of January 1, 2018.
- 45.04** (a) Regular employees may contribute to a Registered Retirement Savings Plan on a monthly basis to a maximum of eight percent (8%) of the employee's annual salary.
- (a) An employee may only change their contribution percentage once per calendar year.
- 45.05** In all cases, the Employer's Contributions will be reported as a Taxable Allowance for Income Tax purposes and it will be the employee's responsibility to claim them as Registered Retirement Savings Plan Contributions.

Article 46 **Medical and Group Insurance**

- 46.01** All Regular full-time employees shall participate in the Health Care Insurance Plan unless otherwise exempted. Employees may not opt out of the mandatory group life insurance, short term and long term disability benefit.
- 46.02** The City of Dawson shall pay one hundred percent (100%) of the premium costs with the exception of the premiums for short term and long term disability where employees must pay one hundred percent (100%).
- 46.03** On the first of the month following thirty (30) calendar days of continuous employment Regular full-time employees shall be eligible for the following benefits provided they meet the insurance policy requirements:
- (a) Short Term Disability;
 - (b) Extended Health Care Plan;
 - (c) Group Life insurance - equal to two (2) years' annual basic earnings rounded to the next highest \$1,000 unless already a multiple thereof;

- (d) Accidental Death and Dismemberment Insurance - equal to two time (2x) annual basic salary;
- (e) Dental Health;
- (f) Long Term Disability.

Long Term Disability

- 46.04** Employees who are continuously disabled due to a non-occupational illness or accident for a period of seventeen (17) weeks shall be eligible to receive Long Term Disability benefits in accordance with the provisions of the Long Term Disability Plan. Eligibility shall be in accordance with the terms of the plan.
- 46.05** The Employer's responsibility is limited to making the benefits stipulated in this collective agreement available.
- 46.06** Regular part-time, seasonal or casual employees are not eligible for coverage under Article 46, except that a Regular part-time employee who works at least seventy percent (70%) of the full-time hours for the classification may join the plan on the same basis as a Regular full-time employee.
- 46.07** If the Employer wishes to change the medical and group insurance benefits provider, the Employer will first engage in meaningful consultation with the Union. The final decision on the choice of medical and group insurance benefits provider rests with the Employer.

Article 47
Special Allowances

- 47.01** Employees may be reimbursed \$100.00 per month when required by the Employer to use their own vehicles on a day to day basis on Employer business.
- 47.02** The Employer will pay to an employee required to use a personal electrical plug-in for vehicles used for Employer business (an allowance of \$350.00 per year). This allowance will be paid as follows: \$175 to be paid in pay period #26 and \$175 to be paid in pay period #7.

Article 48
Travel Allowance

- 48.01** (a) Regular full-time employees shall receive a travel allowance of \$3,200 on the first anniversary of their employment and on each anniversary date thereafter.
- (b) Regular part-time employees shall receive a pro-rated travel allowance based on hours worked.

- (c) Employees who quit, retire or are laid off after one year of continuous employment shall be entitled to a pro-rated allowance for their unpaid travel allowance.

Article 49

Change of terms and renegotiation of Collective Agreement

- 49.01** This Collective Agreement shall be effective from and including January 1, **2022** and shall remain in effect up to and including December 31, **2026**.
- 49.02** This Collective Agreement may be amended during its terms by mutual agreement of the Employer and the Union, but any such amendment shall be in writing.
- 49.03** Either party may give written notice to the other party to bargain a renewal, revision or replacement of this Collective Agreement within four (4) months of **the expiry of this Agreement**.
- 49.04** Where notice to bargain has been given, this Collective Agreement shall remain in full force and effect until the provisions of section 89(1) of the *Canada Labour Code* have been met or a renewal, revision or replacement collective agreement has been entered into.
- 49.05** All notices related to the collective bargaining shall be in writing. Notices to the Union shall be given to the Regional Executive Vice President, PSAC North, and notices to the Employer should be given to the Chief Administrative Officer.

Article 50
Rates of Pay

50.01 The rates of pay shall be as set out in Appendix "A".

Dated at the City of Dawson, this 5th day of April, 2023.

CITY OF DAWSON

Per: David Henderson

PUBLIC SERVICE ALLIANCE OF CANADA

Per: [Signature] REVP North

PUBLIC SERVICE ALLIANCE OF CANADA

Per: [Signature]

PUBLIC SERVICE ALLIANCE OF CANADA

Per: [Signature]

PUBLIC SERVICE ALLIANCE OF CANADA

Per: [Signature]

PUBLIC SERVICE ALLIANCE OF CANADA

Per: [Signature]
Erna Post, PSAC Negotiator

Appendix A

Wages Effective January 1, 2022 (+2.25%)

Classification Level	Step One	Step Two	Step Three	Step Four	Step Five
Level 1	\$49,251	\$51,715	\$54,177	\$56,641	\$59,102
Level 2	\$53,806	\$56,496	\$59,185	\$61,877	\$64,566
Level 3	\$59,391	\$62,359	\$65,329	\$68,298	\$71,267
Level 4	\$65,884	\$69,180	\$72,474	\$75,769	\$79,063
Level 5	\$73,784	\$77,472	\$81,162	\$84,850	\$88,541

Wages Effective January 1, 2023 (+2%)

Classification Level	Step One	Step Two	Step Three	Step Four	Step Five
Level 1	\$50,236	\$52,749	\$55,261	\$57,774	\$60,284
Level 2	\$54,882	\$57,626	\$60,369	\$63,114	\$65,857
Level 3	\$60,579	\$63,606	\$66,635	\$69,664	\$72,693
Level 4	\$67,201	\$70,564	\$73,923	\$77,285	\$80,644
Level 5	\$75,259	\$79,021	\$82,785	\$86,547	\$90,312

Wages Effective January 1, 2024 (+2%)

Classification Level	Step One	Step Two	Step Three	Step Four	Step Five
Level 1	\$51,240	\$53,804	\$56,366	\$58,930	\$61,489
Level 2	\$55,980	\$58,779	\$61,576	\$64,376	\$67,174
Level 3	\$61,790	\$64,879	\$67,968	\$71,057	\$74,146

Level 4	\$68,545	\$71,975	\$75,402	\$78,830	\$82,257
Level 5	\$76,764	\$80,602	\$84,441	\$88,278	\$92,118

Wages Effective January 1, 2025 (+2.50%)

Classification Level	Step One	Step Two	Step Three	Step Four	Step Five
Level 1	\$52,522	\$55,149	\$57,775	\$60,403	\$63,026
Level 2	\$57,379	\$60,248	\$63,116	\$65,986	\$68,854
Level 3	\$63,335	\$66,500	\$69,667	\$72,834	\$76,000
Level 4	\$70,259	\$73,775	\$77,287	\$80,801	\$84,313
Level 5	\$78,684	\$82,617	\$86,552	\$90,485	\$94,421

Wages Effective January 1, 2026 (+2.50%)

Classification Level	Step One	Step Two	Step Three	Step Four	Step Five
Level 1	\$53,835	\$56,528	\$59,219	\$61,913	\$64,602
Level 2	\$58,814	\$61,754	\$64,694	\$67,635	\$70,575
Level 3	\$64,918	\$68,163	\$71,409	\$74,654	\$77,900
Level 4	\$72,016	\$75,619	\$79,219	\$82,821	\$86,421
Level 5	\$80,651	\$84,682	\$88,716	\$92,747	\$96,782

Employees will advance through the grid to the next level after one (1) year provided the employee has a satisfactory appraisal.

Regular part-time employees and seasonal employees will advance through the grid to the next level after twelve hundred (1,200) hours to a maximum of one advance every twelve (12) months and provided the employee has a satisfactory appraisal.

If an employee is promoted to a higher level classification, the employee will move to the first step at the higher level with a higher rate than the employee's existing wage.

The Employer may hire new employees at a step higher than Step One where, because of the employee's qualifications and experience, doing so is necessary to recruit.

The hourly rate for Administrative/Finance staff, the Community Development and Planning Officer and the Bylaw Services Constable shall be Annual Wage/1820 rounded to the nearest cent.

The hourly rate for employees in Public Works and the Recreation departments shall be Annual Wage/2080 rounded to the nearest cent.

Positions and Levels

Level 1

Custodian
Lifeguard
Recreation Assistant **Labourer**

Level 2

Finance Administrative Assistant
Recreation Administrative Assistant
Lifeguard – Instructor
Community Garden Coordinator
Waste Diversion Attendant

Level 3

Finance Officer
Public Works Hand
Assistant **Aquatic Coordinator**
Waste Attendant
Public Works Administrative Officer
Utility Clerk
Facility Operator
Planning & Development Assistant
Waste Collection Driver
Waste Diversion Operator

Level 4

Building Maintenance Technician
Public Works Utility Operator
Recreation **Coordinator**

Bylaw Officer
 Aquatic Coordinator
 Landfill Operator

Level 5

Planning & Development Officer
Asset & Project Manager
 Public Works Supervisor
 Public Works Utility Supervisor
Parks & Facility Supervisor

Positions and Levels – Student Pool Positions

Definitions:

“Apprentice Lifeguard” means a student who does not yet have the requisite qualifications to be a Lifeguard. An Apprentice Lifeguard who does not have the requisite qualifications must be attempting to obtain the qualifications during the season.

“Junior Lifeguard” means a student who has the requisite certification to be a lifeguard but is under eighteen (18) years old and due to insurance restrictions cannot work on the pool deck or in the pool without a Lifeguard or Lifeguard Instructor present.

“Junior Lifeguard - Instructor” means a student who has the requisite certification to be a lifeguard instructor but is under eighteen (18) years old and due to insurance restrictions cannot work on the pool deck or in the pool without a Lifeguard or Lifeguard Instructor present.

Employees in the positions defined above may only work with a Lifeguard or Lifeguard - Instructor.

	Jan. 1, 2022 + (2.25%)	Jan. 1, 2023 + (2%)	Jan. 1, 2024 + (2%)	Jan. 1, 2025 + (2.50%)	Jan. 1, 2026 + (2.50%)
Apprentice Lifeguard	\$18.24	\$18.61	\$18.98	\$19.45	\$19.94
Junior Lifeguard	\$20.98	\$21.40	\$21.83	\$22.38	\$22.93
Junior Lifeguard - Instructor	\$22.34	\$22.79	\$23.24	\$23.83	\$24.42

Employees in the position of Lifeguard Instructor will receive a premium payment of \$0.25 per hour for each of the following certifications they have:

- (a) Life Saving Instructor;
- (b) Pool Operator Level 1; and
- (c) Pool Operator Level 2.

The specific certifications that the Employer will pay a premium for will be reviewed annually and set at the sole discretion of the Employer.

BETWEEN:

THE CITY OF DAWSON

(hereinafter called the "Employer")

AND:

PUBLIC SERVICE ALLIANCE OF CANADA

(hereinafter called the "Union")

MEMORANDUM OF UNDERSTANDING
(HOME HEATING OIL AND FUEL)

When the Employer's contract for heating oil and fuel comes up for renewal, the Employer agrees to explore the feasibility of the Contractor providing home heating oil and fuel for regular employees at the Employer's rates and to discuss with the Union in a Labour Management Committee meeting. There is no obligation on the Employer to select a home heating oil and/or fuel Contractor based on its ability to provide rates for employees.

Dated at the City of Dawson, this 5th day of April, 2023.

City of Dawson

Per: David Henderson

Public Service Alliance of Canada

Per: 

BETWEEN:

THE CITY OF DAWSON

(hereinafter called the "Employer")

AND:

PUBLIC SERVICE ALLIANCE OF CANADA

(hereinafter called the "Union")

MEMORANDUM OF UNDERSTANDING
(HOURS OF WORK FOR RECREATION ADMINISTRATIVE ASSISTANT)

Notwithstanding any provision in the Collective Agreement to the contrary, the hours of work for the Recreation Administrative Assistant working in the Recreation Department will be set to meet the demands of the Recreation Department and may be outside the hours of 9 a.m. to 5 p.m. set out in Article 39.01(b) of the Collective Agreement. For greater certainty the hours of work may include evening and weekend work as required.

Dated at the City of Dawson, this 5th day of April, 2023.

City of Dawson

Per:

David Henderson

Public Service Alliance of Canada

Per:

A handwritten signature in blue ink, consisting of a large, stylized 'S' or 'P' shape with a long horizontal stroke extending to the right.

BETWEEN:

THE CITY OF DAWSON

(hereinafter called the "Employer")

AND:

PUBLIC SERVICE ALLIANCE OF CANADA

(hereinafter called the "Union")

MEMORANDUM OF UNDERSTANDING
(LANDFILL MEAL BREAKS)

In recognition of the fact that, based on current staffing levels, employees in the position of **Waste Attendant** and **Landfill Operator** cannot leave the landfill for their lunch breaks, the parties agree that Article 39.03 (a) of the Collective Agreement does not apply to the **Waste Attendant** and **Landfill Operator** positions and is replaced with the following language:

- Each employee working a shift of five (5) or more hours will receive a one half (½) hour paid lunch break. The lunch break will be taken when the employee's workflow permits and the employee is required to remain at the landfill during their lunch break.

Article 39.03 (b) continues to apply to the **Waste Attendant** and **Landfill Operator** positions.

Dated at the City of Dawson, this 5th day of April, 2023.

City of Dawson

Per: David Henderson

Public Service Alliance of Canada

Per:

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke at the bottom.

BETWEEN:

THE CITY OF DAWSON

(hereinafter called the "Employer")

AND:

PUBLIC SERVICE ALLIANCE OF CANADA

(hereinafter called the "Union")

MEMORANDUM OF UNDERSTANDING
(MENTAL HEALTH IN THE WORKPLACE)

- (a) The Employer and the Union recognize the importance of psychological health and safety in the workplace.
- (b) The parties agree that the Labour Management Committee will work to promote the endorsement issues of positive mental health in the workplace.

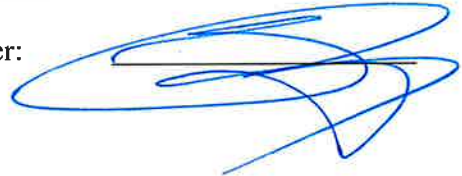
Dated at the City of Dawson, this 5th day of April, 2023.

City of Dawson

Per: David Henderson

Public Service Alliance of Canada

Per:

A large, stylized handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke.

BETWEEN:

THE CITY OF DAWSON

(the “Employer”)

AND:

PUBLIC SERVICE ALLIANCE OF CANADA

(the “Union”)

**MEMORANDUM OF UNDERSTANDING
(PUBLIC HEALTH EMERGENCY)**

WHEREAS:

If the Yukon Government declares a State of Emergency in response to a public health emergency, including but not limited to a pandemic (the “State of Emergency”), the parties will meet within 15 days of the State of Emergency to discuss the impact of the State of Emergency on the workplace (the “Workplace Impact”).

The parties will in good faith endeavour to develop a Memorandum of Understanding to address the Workplace Impact.

Dated at the City of Dawson, this 5th day of April, 2023.

City of Dawson

Per: David Henderson

Public Service Alliance of Canada

Per: 

BETWEEN:

THE CITY OF DAWSON

(hereinafter called the “Employer”)

AND:

PUBLIC SERVICE ALLIANCE OF CANADA

(hereinafter called the “Union”)

**MEMORANDUM OF UNDERSTANDING
(SUMMER STUDENT)**

The parties agree that there is a benefit to the Employer employing students who reside in the community and agree to the following:

- 1. “Summer Student” means an employee who: (i) is not part of the Employer’s regular work force; and (ii) either: (A) attended high school in the City of Dawson or within 50 kilometers of the City of Dawson within the past three years; or (B) in the school year immediately prior to employment attended a post-secondary institution and is a permanent resident of the Yukon who, when not attending school, resides in the City of Dawson or within 50 kilometers of the City of Dawson; (iii) is employed only during the months of May, June, July and/or August; and (iv) works in a designated Summer Student Position.**
- 2. The Employer may hire up to a maximum of seven (7) Summer Students with reasonable notice provided to the local Union president.**
- 3. The following provisions in the Collective Agreement do not apply to Summer Students: Articles 18 to 24, Article 26, Article 29, Article 31, Article 33, Article 37 and Articles 45 to 48.**
- 4. Summer Students will be paid the same hourly rate as the Apprentice Lifeguard position for their first summer and the same hourly rate as the Junior Lifeguard rate for any subsequent summers.**

5. **Summer Students will be entitled to vacation, holiday pay, overtime and leaves of absence in accordance with the Yukon *Employment Standards Act*.**

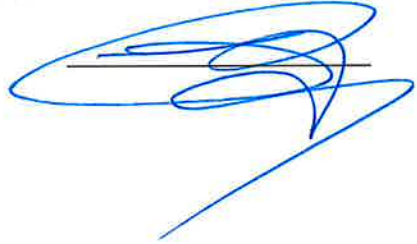
Dated at the City of Dawson, this 5th day of April, 2023.

City of Dawson

Per: David Henderson

Public Service Alliance of Canada

Per:



BETWEEN:

THE CITY OF DAWSON

(hereinafter called the "Employer")

AND:

PUBLIC SERVICE ALLIANCE OF CANADA

(hereinafter called the "Union")

**MEMORANDUM OF UNDERSTANDING
(RETIREMENT SAVINGS PLAN)**

The parties acknowledge the mutual benefits to be derived from a joint approach to exploring pension benefit programs and agree to establish a committee to consider pension plan alternatives to the current provisions set out in Article 45 Retirement Programs.

The committee may be a subcommittee of the Labour Management Committee and will be comprised of two union representatives and two management representatives. The committee will meet no later than 6 months after the ratification of the collective agreement.

The mandate of the committee will be to review available pension plan alternatives including defined benefit plans such as the CAAT DBplus plan and report back with any recommendations to the parties prior to the next round of contract negotiations.

In the event that the committee agrees to implement a new plan such as DBplus or agree to any other changes prior to the expiry of the current agreement, Article 49.02 will apply.

Dated at the City of Dawson, this 5th day of April, 2023.

City of Dawson

Per: David Henderson

Public Service Alliance of Canada

Per: 

BETWEEN:

THE CITY OF DAWSON

(hereinafter called the "Employer")

AND:

PUBLIC SERVICE ALLIANCE OF CANADA

(hereinafter called the "Union")

MEMORANDUM OF UNDERSTANDING
(WASTE DIVERSION POSITIONS)

WHEREAS:

A. The Waste Diversion Attendant and Waste Diversion Operator (the "Waste Diversion Positions") are currently classified at the following levels:

- **Waste Diversion Attendant - Level 2; and**
- **Waste Diversion Operator - Level 3;**

B. The Union reviewed and approved the classifications of Waste Diversion Positions when the Waste Diversion Positions were created; and

C. The Employer will be building a new recycling depot and that may impact the job duties and responsibilities of the Waste Diversion Positions.

NOW THEREFORE IT IS AGREED AND UNDERSTOOD:

- 1. Once the new recycling centre is completed, the Employer will review the job description and classifications for the Waste Diversion Positions and consult with the Union with respect to same.**

Dated at the City of Dawson, this 5th day of April, 2023.

City of Dawson

Per: David Henderson

Public Service Alliance of Canada

Per: 

BETWEEN:

THE CITY OF DAWSON

(hereinafter called the "Employer")

AND:

PUBLIC SERVICE ALLIANCE OF CANADA

(hereinafter called the "Union")

MEMORANDUM OF UNDERSTANDING
(UTILITY OPERATOR PAY PREMIUMS)

Employees in the positions of Public Works Utility Operator and Public Works Utility Supervisor (the "Utility Operators") will receive certification pay premiums as per the table below. All Utility Operators are encouraged to proceed to Water Treatment ("WT") Level 2, **Water Distribution ("WD") Level 2**, Waste Water Collection ("WWC") Level 2.

For each discipline (WT, WWD and WWC), the Utility Operator will receive one premium based on their highest level of certification. For example, if the Utility Operator has a WT1 and WT2 certification the Utility Operator will receive the WT2 premium. The premiums apply to all hours regardless of the type of hour (straight time, time and one-half, double time). For greater certainty, the premiums do not increase if the employee is working overtime.

Hourly Premium	
WT1	\$0.50
WT2	\$1.00
WD1	\$0.50
WD2	\$1.00
WWC1	\$0.50
WWC2	\$1.00

Dated at the City of Dawson, this 5th day of April, 2023.

City of Dawson

Per: David Henderson

Public Service Alliance of Canada

Per: 