

File: 2122-T0005-3

March 22, 2023

**TO: All PSAC MEMBERS working for the Town of Watson Lake**

**RE: RATIFICATION OF COLLECTIVE AGREEMENT**

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The Bargaining Committee of the Union is pleased to report we have reached a revised tentative agreement with the Town of Watson Lake, February 10, 2023, for a renewal of the current Collective Agreement.

The tentative settlement will be four years in length from January 1, 2023 to December 31, 2026.

**ECONOMIC ITEMS:**

January 1, 2023 – 2%

January 1, 2024 – 1.5%

January 1, 2025 – 1.75%

January 1, 2026 – 2.50%

In addition, we have agreed to the establishment of a defined benefit pension plan – dbplus. This is a significant improvement for all employees going forward and the employer will be making substantially increased pension contributions towards this new plan once it has been established.

Vacation leave improvements have also been agreed to, and the long service leave provisions have been converted to vacation leave. This means access to additional vacation leave has been accelerated and members will be able to access an additional week of vacation leave in years three, eight, fifteen and twenty.

The day for National Truth and Reconciliation has been added to statutory days off, and a new preface will be placed in the collective agreement recognizing the traditional lands as well as a commitment to reconciliation.

There are a number of other language changes to this tentative agreement; please review carefully prior to casting your vote.

Your bargaining team, comprised of Chad Hamer, Austria Lopez, Kurt Prentice, Tony Thomas, and Erna Post, unanimously recommend acceptance of this tentative agreement.

In Solidarity,



Lorraine Rousseau  
PSAC Regional Executive Vice-President, North

cc: Steve Geick, President, YEU  
Yusur Al-Bahrani, Regional Political Action and Communications Officer, North  
Negotiations Section  
Susan O'Reilly, A/Director, Representation and Legal Services Branch  
Daniel Kinsella, Regional Coordinator, North  
Joshua Paddon, Regional Representative  
Barb Fayant, Regional Representative  
Reine Zamat, Supervisor, Membership Administration  
Megan Whitworth, Administrative Assistant, Membership Administration  
ROB National Mobilization  
Chantal Wilson, Member Information Officer  
Louise Casselman, Social Justice Fund Officer  
Laura Avalos, Social Justice Fund Advisor

Bolded language is new, strikethrough deleted All other provisions of the Collective Agreement if not noted here, will be renewed unchanged. Underlined is an editorial change.

<p><b>The Town of Watson Lake and the Public Service Alliance of Canada respectfully acknowledge that this collective agreement has been negotiated on the lands that have been inhabited by the Kaska Dene people since time immemorial, in particular, the ancestral and traditional lands of the Liard First Nations.</b></p> <p><b>The Parties to this collective agreement recognize the ongoing consequences of settler colonialism, and the responsibilities they have to correct injustices imposed on indigenous peoples, cultures and lands.</b></p> <p><b>The Parties are committed to seek opportunities to partner and support indigenous communities and peoples.</b></p>	<p>New language as part of reconciliation</p>
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<p><b><u>ARTICLE 2 INTERPRETATION AND DEFINITIONS</u></b></p> <p>2.01 (d) “Chief Administrative Officer” (C.A.O.) means an employee of the Town of Watson Lake as defined <u>in</u> Section 188 of Municipal Act.</p> <p>2.01 (i) Definition of “Immediate Family”</p> <p><u>Immediate family is defined as a mother, father, (or alternately stepfather, stepmother, or foster parent), sister, brother, spouse, son, daughter, stepchild or ward of the regular employee, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandparent and grandchild, step parent, step children and any relative permanently residing in the regular employee’s household or with whom the regular employee permanently resides.</u></p>	<p>These are editorial changes</p> <p>A central definition of family has been moved from the bereavement clause and added to the front of the agreement.</p>
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<p><b><u>ARTICLE 9 HUMAN RIGHTS</u></b></p> <p>9.01 In accordance with the Yukon Human Rights Act, as updated from time to time, all employees and the Employer are entitled to work in an environment free of discrimination on the basis of their:</p> <ul style="list-style-type: none"> <li>a. ancestry, including colour and race;</li> <li>b. national origin;</li> <li>c. ethnic or linguistic background or origin.</li> <li>d. religion or creed, or religious belief, religious association or religious activity;</li> <li>e. age;</li> <li>f. sex, including pregnancy, and pregnancy related conditions;</li> <li>g. gender identity or gender expression;</li> <li>h. sexual orientation;</li> <li>i. physical or mental disability;</li> <li>j. criminal charges or criminal record;</li> <li>k. political belief, political association, or political activity;</li> <li>l. marital or family status;</li> <li>m. source of income;</li> <li>n. actual or presumed association with other individuals or groups whose identity or membership is determined by any of the grounds listed in paragraphs (a) to (m)</li> </ul>	<p>The language has been updated to reflect legislative changes</p>
<p><b><u>CLAUSE 16.01 REPRESENTATION</u></b></p> <p>16.01 (a) If the employee so desires, an employee may be assisted and represented by the Union at the complaint level and/or by presenting a grievance at any level.</p> <p>(b) <b>Before any formal measures are taken, in recognition of the authority of Elders and/or other respected members of the indigenous community, grievors may request these community members to act in a supportive, confidential capacity throughout the grievance process. This shall not be interpreted to be an obligation on any individual to seek the assistance of a member of the indigenous community.</b></p>	<p>New language to make the collective agreement more accessible to indigenous members.</p>

<p><b><u>ARTICLE 18 DESIGNATED PAID HOLIDAYS</u></b></p> <p>18.01 (a) The following days are designated paid holidays for employees:</p> <ul style="list-style-type: none"> <li>(i) New Year's Day</li> <li>(ii) Heritage Day</li> <li>(iii) Good Friday</li> <li>(iv) Easter Monday</li> <li>(v) Victoria Day</li> <li>(vi) Indigenous Peoples Day</li> <li>(vii) Canada Day</li> <li>(viii) Discovery Day</li> <li>(ix) Labour Day</li> <li><b>(x) National Day of Truth and Reconciliation</b></li> <li>(xi) Thanksgiving Day</li> <li>(xii) Remembrance Day</li> <li>(xiii) Christmas Day</li> <li>(xiv) Boxing Day</li> </ul>	
<p><b><u>ARTICLE 19 – LEAVE GENERAL</u></b></p> <p>19.02 <del>During the month of October in each year the Employer shall inform each employee in the Bargaining Unit in writing of the balance of</del> Employees shall have continuous access through the corporate Human Resources Information System (HRIS) to the employee's sick, special, lieu time and vacation leave credits <del>as at the end of the fiscal year, such information to updated on HRIS biweekly.</del></p>	<p>Editorial</p>
<p><b><u>ARTICLE 20 – VACATION LEAVE</u></b></p> <p>20.01 (a) An employee is entitled to take vacation leave with provided the employee has earned vacation leave credits</p> <p>(b) <b>An employee with one or more years of service shall have anticipated yearly vacation leave credits advanced January of each year.</b> The parties agree that should an employee unearned vacation and not return to the employment of Employer or return but not long enough to earn the amount taken vacation, the Employer has the right to recover the monies from any monies owing the employee.</p>	<p>An improvement for people starting with the town.</p>

<u>ARTICLE 20 – VACATION LEAVE</u>	
20.02 An employee who has received pay for at least ten (10) days in a calendar month shall earn vacation leave credits for that month at the following rates:	Improved Vacation Leave provisions – the long service leave provision (Article 20.03 has been converted to provide additional vacation leave. The benefit to members will be that the new provisions will be provided annually as opposed to once with the long service leave.
<u>Years of Continuous Service</u>	<u>Monthly Accrual Rate</u>
In the first and subsequent	1 2/3 days (20 working days)
In the <del>fourth</del> <u>third</u> and subsequent	2 1/12 days (25 working days)
In the <del>tenth</del> <u>eighth</u> and subsequent	2 1/2 days (30 working days)
In the <del>twenty-sixth</del> <u>fifteenth</u> & subsequent	2 11/12 days (35 working days)
<u>In the twentieth &amp; Subsequent</u>	<u>3 1/3 days (40 working days)</u>

<u>ARTICLE 20 – VACATION LEAVE</u>	
<u>Long Service Vacation Leave Benefits</u>	
20.03	<p><del>(a) The Employer shall advise an employee in writing at least six months prior to when an employee completes the qualifying period of continuous service with the Employer as set out below and the employee shall be entitled to five (5) days of additional vacation leave in the period prior to the next qualifying period.</del></p> <p><del>(b) An employee who has qualified for a long service vacation leave benefit and has not taken the leave before reaching the next qualifying period shall be paid out for any long service leave earned but not taken at that time.</del></p> <p><del>(c) Qualifying Periods of Continuous Service:</del></p> <p><del>(i) Completion of five (5) but less than ten (10) years of continuous service;</del></p> <p><del>(ii) Completion of ten (10) but less than fifteen (15) years of continuous service;</del></p> <p><del>(iii) Completion of fifteen (15) but less than twenty (20) years of continuous service;</del></p> <p><del>(iv) Completion of twenty (20) but less than twenty five (25) years of continuous service;</del></p> <p><del>(v) Completion of twenty five (25) but less than thirty (30) years of continuous service; or</del></p> <p><del>(vi) Completion of thirty (30) but less than thirty five (35) years of continuous service.</del></p>

<p><b><u>ARTICLE 20 – VACATION LEAVE</u></b></p> <p>20.09 <b><u>(a)</u></b> An employee may, once in each calendar year, apply in writing to have an unused portion of their annual vacation leave paid out at the regular rate of pay. Such annual vacation leave to be restricted to the carried over vacation leave as covered by Clause 20.05.</p> <p><b>(b) Vacation pay applied for under (a) above will be paid by direct deposit on the next regular pay.</b></p>	<p>To reflect current practice</p>
<p><b><u>ARTICLE 21 – SICK LEAVE</u></b></p> <p>21.01 (a) Upon completion of thirty (30) calendar days of continuous service, all permanent employees shall be granted sick leave in accordance with the following conditions:</p> <p>(v) Accumulated sick leave may be used by an employee who is receiving the Group Insurance Plan's Weekly Indemnity in such manner as to make up the difference between the Weekly Indemnity and the employee's regular wages. <b>The Employer will first request that the benefit carrier provide the Employer with a copy of the statement that details the monthly benefit amount payable to the employee on sick leave. If the carrier refuses to provide such a document, the employee will provide the income statement upon request by the Employer.</b></p>	<p>To minimize Employer intrusion while on sick leave</p>
<p><b><u>ARTICLE 22 – SPECIAL LEAVE</u></b></p> <p>22.02 Special Leave shall be granted up to the maximum credit of thirty (30) days and used for the following purposes:</p> <p>(1) Upon bereavement (and within 13 months of the death), or imminent bereavement, <del>of an immediate family member (defined in Article 22.02 (1) (a) below),</del> and within a period of twenty-four (24) months from the date of the death, for the purpose of attending a potlatch related to the death.</p>	<p>The removal of the immediate family restriction recognizes there are other situations where bereavement leave is applicable.</p>

<p><del>(a) — Immediate family is defined as a mother, father, sister, brother (or alternately stepfather, stepmother, or foster parent), spouse, son, daughter, stepchild or ward of the regular employee, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandparent and grandchild, step parent, step children and any relative permanently residing in the regular employee's household or with whom the regular employee permanently resides.</del></p>	
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<p><b><u>ARTICLE 23 – OTHER TYPES OF LEAVE</u></b></p> <p><b>23.03 Leave Without Pay for Personal Needs</b></p> <ul style="list-style-type: none"> <li>a. Leave without pay for personal needs may be granted, subject to operational requirements, to an employee for up to six (6) months.</li> <li>b. When such leave is greater than thirty (30) days, the Town will not be responsible for payment of the employee's Group Insurance Program premiums while they are on leave. Further, sick leave, special leave will not continue to accrue.</li> <li>c. Except as otherwise provided in this agreement, the time-off will not be considered for the calculation of continuous service and continuous employment.</li> <li>d. While on such leave, the employee may elect to pay both the employee and Town share of premium costs to the extent permitted by the Group Insurance Carrier.</li> <li>e. The employee may elect to use their vacation, banked time or any applicable special leave in conjunction with their leave of absence.</li> </ul>	<p>The town was seeking clarity and consistency in how benefits are administered for this type of leave.</p>
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## **ARTICLE 23 – OTHER TYPES OF LEAVE**

### **23.04 Maternity, Parental and Adoption Leave**

- a. An employee shall be granted pregnancy leave without pay for a period according to the Yukon Employment Standards Act as amended from time to time.
- b. The employee shall notify the Employer in writing within the time period described in the Yukon Employment Standards Act.
- c. An employee shall be granted Adoption leave without pay in accordance with the Yukon Employment Standards Act.
- d. The employee shall notify the Employer, in writing, except in extenuating circumstances such as the sudden coming into care of an adopted child. The employee shall also provide to the Employer a copy of the adoption certificate or custody papers.
- e. An employee is entitled to Parental leave without pay, if the employee:
  - i. has submitted a written request for leave within the time period described in the Yukon Employment standards Act.
  - ii. will remain at home to care for a newborn or newly adopted child; and
  - iii. makes a Statutory Declaration that the child is a bona fide dependant of the employee and resides with the employee.
- f. Parental leave to a total maximum allowed under the Yukon Employment Standards Act may be taken by either parent or by both parents, and is also available to adoptive parents.
- ~~g. Leave granted under this article shall be counted for the calculation of continuous employment for the purpose of calculating severance pay.~~
- h. During the period of maternity and/or parental leave, benefits will not accrue. However, the period of maternity and/or parental leave will count as continuous service for the purpose of calculating vacation and special leave accruals, as well as severance pay. Time spent on such leave shall be counted for pay increment purposes.**

Again, clarity and consistency in how benefits are to be administered in this

<p>i. <b>The Town shall continue to pay its share of the premium cost for the insurance benefits set out in Article 47, Group Benefits Plan, provided that the employee continues to pay their share of the premium cost.</b></p> <p>j. Where an employee is subject to a waiting period of before receiving Employment Insurance benefits that employee shall receive ninety-three percent (93%) of their weekly rate of pay for each week of the waiting period. An employee may be asked to provide proof that the employee has applied for and is entitled to receive Employment Insurance benefits. The provisions of this clause apply to maternity, adoption and parental leave.</p> <p>k. An employee shall receive ninety-three percent (93%) of the employee's weekly rate of pay for up to a maximum of sixteen (16) weeks, payment equivalent to the difference between the Employment Insurance Benefits that the employee received at the actual time of Maternity Leave and the employee's weekly rate of pay. In addition, an employee shall receive ninety-three percent (93%) of their weekly rate of pay for up to a maximum of sixteen (16) weeks, payment equivalent to the difference between the Employment Insurance Benefits that the employee received at the actual time of Parental Leave and their weekly rate of pay.</p>	<p>leave. This is the current practice.</p>
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<p><b><u>ARTICLE 23 – OTHER TYPES OF LEAVE</u></b></p> <p><b><u>23.04 Maternity, Parental and Adoption Leave</u></b></p> <p>i. Where an employee is subject to a waiting period <del>of</del> before receiving Employment Insurance benefits, that employee shall receive ninety-three percent (93%) of their weekly rate of pay for each week of the waiting period. An employee may be asked to provide proof that the employee has applied for and is entitled to receive Employment Insurance benefits. The provisions of this clause apply to maternity, adoption and parental leave.</p>	
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<p><b>m.</b> An employee shall receive ninety-three percent (93%) of the employee's weekly rate of pay for up to a maximum of sixteen (16) weeks, payment equivalent to the difference between the Employment Insurance Benefits that the employee received at the actual time of Maternity Leave and the employee's weekly rate of pay. In addition, an employee shall receive ninety-three percent (93%) of their weekly rate of pay for up to a maximum of sixteen (16) weeks, payment equivalent to the difference between the Employment Insurance Benefits that the employee received at the actual time of Parental Leave and their weekly rate of pay.</p> <p><b><u>n. An employee under paragraph (l) &amp; (m) above shall sign an agreement with the Employer, setting out that:</u></b></p> <p style="padding-left: 40px;"><b><u>(i) they will return to work after the expiry of their maternity leave, unless this date is modified with the Employer's consent.</u></b></p> <p style="padding-left: 40px;"><b><u>(ii) they will work for a period of at least six months after their return to work; and</u></b></p> <p style="padding-left: 40px;"><b><u>(iii) if the employee fails to return to work as per the provisions of subparagraphs (ii) for reasons other than death, lay-off or disability, the employee agrees that they are indebted to the Employer for the full amount received as maternity leave top up.</u></b></p>	<p>The new language is common to a number of collective agreements and provides for reimbursement if the employee does not return to work after their leave.</p>
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<p><b><u>ARTICLE 23 – OTHER TYPES OF LEAVE</u></b></p> <p><b>23.05 <u>Emergency Leave</u></b></p> <p>a. Notwithstanding any provisions for leave in this Agreement, the Employer may grant leave of absence with or without pay to an employee in an emergency or unusual circumstances.</p> <p>b. Leave without pay for personal needs may be granted, subject to operational requirements, to an employee for up to six (6) months.</p>	
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<p>c. <u>When such leave is greater than thirty (30) days, the Town will not be responsible for payment of the employee's Group Insurance Program premiums while they are on leave. Further, sick leave, special leave will not continue to accrue.</u></p> <p>d. <u>Except as otherwise provided in this agreement, the time-off will not be considered for the calculation of continuous service and continuous employment.</u></p> <p>e. <u>While on such leave, the employee may elect to pay both the employee and Town share of premium costs to the extent permitted by the Group Insurance Carrier.</u></p> <p>f. <u>The employee may elect to use their vacation, banked time or any applicable special leave in conjunction with their leave of absence.</u></p>	
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<p><b><u>ARTICLE 23 – OTHER TYPES OF LEAVE</u></b></p> <p><b><u>23.06 Leave Without Pay</u></b></p> <p>a. With the C.A.O.'s advance approval, leave without pay may be granted to an employee under special circumstances where in the opinion of the C.A.O. the operational efficiency of the department will not be adversely affected.</p> <p>b. <u>When such leave is greater than thirty (30) days, the Town will not be responsible for payment of the employee's Group Insurance Program premiums while they are on leave. Further, sick leave, special leave will not continue to accrue.</u></p> <p>c. <u>Except as otherwise provided in this agreement, the time-off will not be considered for the calculation of continuous service and continuous employment.</u></p> <p>d. <u>While on such leave, the employee may elect to pay both the employee and Town share of premium costs to the extent permitted by the Group Insurance Carrier.</u></p> <p>e. <u>The employee may elect to use their vacation, banked time or any applicable special leave in conjunction with their leave of absence.</u></p>	
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## **ARTICLE 23 – OTHER TYPES OF LEAVE**

### **23.07 Leave of Absence**

- a. With the approval of the C.A.O. a Leave of Absence may be granted without pay benefits for a period of up to six (6) months to an employee who applies for same in writing.
- b. On returning to work, the employee will be guaranteed the same rate of pay they were receiving when the Leave was granted, but will not necessarily be offered the same position.
- c. **When such leave is greater than thirty (30) days, the Town will not be responsible for payment of the employee's Group Insurance Program premiums while they are on leave. Further, sick leave, special leave will not continue to accrue.**
- d. **Except as otherwise provided in this agreement, the time-off will not be considered for the calculation of continuous service and continuous employment.**
- e. **While on such leave, the employee may elect to pay both the employee and Town share of premium costs to the extent permitted by the Group Insurance Carrier.**
- f. **The employee may elect to use their vacation, banked time or any applicable special leave in conjunction with their leave of absence.**

## **ARTICLE 23 – OTHER TYPES OF LEAVE**

### **23.08 Compassionate Care Leave**

Leave Without Pay for the Compassionate Care of Family Member

- a) Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.
- b) ~~For the purpose of this Article, family is defined as father, mother (or alternatively stepfather, stepmother or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), parents of the spouse, child (including child of common-~~

~~law spouse), stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, and any relative permanently residing in the employee's household or with whom the employee permanently resides.~~

- c) Subject to paragraph (b), an employee shall be granted leave without pay for the compassionate care of family in accordance with the following conditions:
  - i) An employee shall notify the Employer in writing the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
  - ii) An employee shall provide the Employer a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within twenty-six (26) weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.
- d) Leave granted under this Article shall be for a minimum period of one (1) week and a maximum of **twenty-eight** ~~six (6)~~ weeks.
- e) If, during a period of sick leave, vacation leave or compensatory leave, an employee is advised of circumstances under which he or she would have been eligible for compassionate care leave without pay under paragraphs b) and c), the employee shall be granted compassionate care without pay and his or her paid leave credits shall be restored to the extent of any concurrent compassionate care leave without pay granted.
- f) The aggregate amount of leave that may be taken by two (2) or more employees under this section in respect of the care or support of the same family member shall not exceed **twenty-eight (28)** ~~eight (8)~~ weeks in the period referred to above.

## **ARTICLE 23 – OTHER TYPES OF LEAVE**

### **23.11 Family Violence Leave**

- a. The Employer recognizes that employees or their dependent child may face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- b. Employees experiencing domestic violence or employees with a child experiencing domestic violence shall be granted leave without pay for up to fifteen (15) unpaid weeks ~~ten (10) days~~ per calendar year to attend appointments with professionals, legal proceedings, and engage in any other necessary activities to support their health, safety and security.
- c. The first five (5) days of such leave shall be paid by the Employer. For the balance of the leave period, employees on such leave may first use accumulated special leave, accumulated compensatory leave or sick leave.
- d. This leave may be taken as consecutive or single days or as a fraction of a day based on one hour intervals, with request for approval being sought as soon as is reasonable within the first working day. This leave shall not be carried forward.
- e. All personal information concerning domestic violence will be kept confidential in accordance with relevant legislation and shall not be disclosed to any other party without the employee's written agreement.
- f. At the discretion of the Employer, when the employee is the subject of domestic violence, the employee may be granted paid leave beyond the maximum specified above, provided the employee has unused special leave credits or banked leave credits sufficient for the leave granted. Subject to the effective operation of the Town, such a request shall not be unreasonably withheld.

<p><b><u>ARTICLE 25 – SHORT TERM LEAVE FOR TRAINING</u></b></p> <p><b>25.04</b>When such leave is greater than thirty (30) days, the Town will not be responsible for payment of the employee’s Group Insurance Program premiums while they are on leave. Further, sick leave, special leave will not continue to accrue.</p> <p><b>25.05</b>Except as otherwise provided in this agreement, the time-off will not be considered for the calculation of continuous service and continuous employment.</p> <p><b>25.06</b>While on such leave, the employee may elect to pay both the employee and Town share of premium costs to the extent permitted by the Group Insurance Carrier.</p> <p><b>25.07</b>The employee may elect to use their vacation, banked time or any applicable special leave in conjunction with their leave of absence.</p>	<p>Clarification with regards to the administration of benefits for short term leave</p>
<p><b><u>ARTICLE 27 – OVERTIME</u></b></p> <p>27.03 (a) An employee who is requested to work overtime shall be entitled to a minimum of fifteen (15) minutes' pay at the appropriate rate described below.</p> <p>(b) Overtime work shall be compensated as follows:</p> <p>(i) at time and one-half (1 ½) for the first four (4) hours and double (2x) thereafter;</p> <p>(ii) double time (2) for all hours worked on a day of rest <del>or designated paid holiday</del>;</p> <p><b>iii)</b> double time (2) for all hours worked on a <del>day of rest or</del> designated paid holiday;</p> <p>(iv) in lieu of (i) and (ii) the Employer shall grant, at the employee’s request, equivalent leave with pay at the appropriate overtime rate.</p> <p>(v) Work performed by an employee in excess of their standard hours of work shall be compensated for, at the employee’s option, in overtime pay at the rate of pay or in “Banked time” at the appropriate rate of pay.</p>	<p>Editorial changes</p>



<p>(c) The maximum amount of Banked time that can be accumulated at any one time is fifteen (15) days, Stand-by time cannot be banked.</p> <p>(d) When overtime compensation is paid, the pay statement shall indicate the pay period, rate of overtime and the number of overtime hours.</p> <p>(e) Lieu-time earned under Clause 27.03 not used by December 31<sup>st</sup> of the same year earned shall be carried over to the next fiscal year unless an employee requests that it be cashed out at the applicable rate. <b>Where a request for a cash out of overtime is made, such pay out shall be made by deposit on the next regular pay day.</b></p>	
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<p><b><u>ARTICLE 28 – PAY</u></b></p> <p><b>28.03</b> <del>Where paycheques, pay stubs, T4 information slips, and any other employee specific pay and benefit items are distributed to employees at their place of work, they shall first have been placed in an envelope. Pay stubs shall show the employee's name, the pay period being paid, the particulars of wages, allowances and benefits paid, the deductions taken from the pay, and the employee's net pay.</del></p> <p><b>a. Information on pay cheques, T4 information slips and other employee specific pay and benefits issues are available to every employee at all times by accessing the Human Resources Information System (HRIS).</b></p> <p><b>b. Each employee is required to create a confidential password in order to protect the privacy of the information located in their personal file. It is the responsibility of the employee to keep his/her password confidential and not share it with others.</b></p> <p><b>28.10</b> <b>Retroactive pay shall be calculated separately from regular pay and issued on the next regular direct deposit. <del>issued on a separate paycheque.</del></b></p>	<p>Reflecting current practice and new pay system</p>
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#### **ARTICLE 34 - CLASSIFICATION**

- 34.01 During the term of this Agreement, if a new or revised **position or classification** is implemented by the Employer, the Employer shall, before applying the new or revised classification, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised classification to the Union, the Employer may withdraw the proposed classification and may resubmit their proposal, or the Employer may apply the new rates of pay and the Union may refer the matter to arbitration, **however the arbitrator must be knowledgeable in job evaluation plans.** The arbitrator's decision will be retroactive to the date of application of the new rates.
- 34.02 Where an employee believes that the employee has been improperly classified with respect to their position or category, **range or step group and level**, the employee shall discuss their classification with their immediate supervisor and, on request, be provided with a copy of the employee's job description before the employee files a grievance.
- 34.03 Where an employee's position has been restructured or rewritten by the Employer, within twenty (20) working days of the employee receiving the decision on the classification range of their position, the employee may appeal the decision, in writing, to the CAO (or designate). The CAO (or designate) will arrange for a review of the classification range results. Should the employee remain dissatisfied with the classification range assigned, the decision may be referred to arbitration according to the provisions of Article 17 Arbitration Procedure. However, the arbitrator must be knowledgeable in job evaluation plans.**
- 34.04 Where there is a vacancy within, the Employer ~~the C.A.O. and Town Council~~ shall attempt to promote employees from within the Town Service prior to going to public competition. Such promotion shall be subject to an employee's abilities to perform the responsibilities of the new position in a competent manner.
- 34.05 Upon promotion an employee shall:
- (a) receive the minimum rate of pay for the new position where the minimum is two (2) or more increments higher than what the employee is presently earning, or

This will provide additional protection for employees whose jobs may be restructured due to combining of jobs, layoffs or technological change.

<p>(b) receive an increase of two (2) increments, except that the employee's salary on promotion shall not then exceed the maximum salary assigned to the new position.</p> <p>(c) be considered <del>a probationary employee on a trial period</del>, without loss of benefits, in the position to which the employee has been promoted for the period prescribed in Appendix "A" and shall receive a rate of pay in accordance with either Clause 34.05 (a) or 34.05 (b) whichever is appropriate. During <del>the trial period probationary period</del> an employee may choose to return to their previous position at the rate of pay the employee was earning for the previous position. During <del>the trial period probationary period</del> 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.</p> <p>(d) Upon promotion, the employee's anniversary date for merit increases only will change to the date that the employee was promoted into the new position.</p>	
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<p><b>ARTICLE 37 – CONTINUOUS SERVICE</b></p> <p>37.01 Continuous Service is defined as the length of service with the Employer and shall be applied across all departments, unless otherwise agreed in this Agreement. For purposes of this Article departments are:</p> <p>(a) Administration;</p> <p>(b) <del>Public Works;</del> <b>Renamed: Operations</b></p> <p>(c) Parks and Recreation</p> <p>(d) Protective Services;</p> <p>(e) <del>Northern Lights Centre;</del> <b>Now part of Parks and Recreation</b></p> <p>(f) <del>Recycling;</del> <b>Now part of Operations</b></p> <p>(g) <del>Economic Development</del> <b>Now Part of Administration</b></p> <p>(h) <del>Bylaw Enforcement</del> <b>Now Part of Protective Services</b></p> <p>37.02 A newly hired employee shall be on probation for a period of six months. <del>as specified in Appendix "A"</del>. During the probationary period the employee shall be entitled to all rights and benefits of this Agreement, except where his rights are otherwise limited by this Agreement.</p>	<p>Updates and editorials</p>
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<p><b><u>ARTICLE 38 - LAYOFF AND JOB SECURITY</u></b></p> <p>38.07 Recall</p> <p>d. (i) The Employer shall give thirty (30) days notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Employer advised at all times of his/her current address. The employee shall respond to the Employer's recall notice by advising of the intent to return to work or not within ten (10) working days from the time that he/she receives notice of recall unless, on reasonable grounds, he/she is unable to do so. Failure to do so will result in the employee being placed at the bottom of the Recall List. In any event, recall rights shall be relinquished after twelve months.</p> <p><b>(ii) At the time the employee provides such notice of intent to return, the employee and the employer will mutually agree on a date of return.</b></p>	<p>editorial</p>
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<p><b><u>ARTICLE 42 – PROTECTIVE CLOTHING AND EQUIPMENT</u></b></p> <p>42.07 (a) The Employer shall provide and pay for all protective devices, clothing and other equipment necessary to properly protect employees from injury and unhealthy conditions. The Employer shall make provisions for the proper cleaning and maintenance of all safety equipment, devices and clothing at no cost to the employees.</p> <p><b>(b) The Employer will replace worn or damaged personal items such as Personal clothing or safety footwear. The Employer may request that the employee provide the worn or damaged equipment prior to authorizing a replacement.</b></p> <p><b>(c) Prior to purchasing new clothing and boots, approval for the product chosen must be received from the employee's direct manager to ensure it complies with occupational health and safety standards.</b></p>	<p>Current practice</p>
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**ARTICLE 46 - RETIREMENT PROGRAM**

46.04 Contributions to the employee's Registered Retirement Savings Plan will be deducted each pay period as a percentage of the employee's gross pay for that pay period, and will be remitted to the Retirement Savings Planholder.

- (a) At the beginning of each calendar year, Permanent Employees will elect their Registered Retirement Savings Plan contribution amount for that year. Such contribution shall be deducted as a percentage of the employee's gross biweekly income.
- (b) Together with this remittance, the Town will match the employee's contribution to a maximum of \$4,500.00 in a calendar year.
- (c) In addition to the above, an employee completing seven years of continuous service and every year thereafter on their anniversary date shall receive an additional \$900.00 Employer's RRSP contribution. **These contributions are made on the last pay period of the year and will be shown as a separate entry on the electronic pay stub.**

**ARTICLE 49 – SPECIAL ALLOWANCES**

49.02 Employees may be reimbursed ~~\$100.00~~ **\$200.00** per month when required by the Employer to use their own vehicles on a day to day basis for Town business.

49.04 Upon the initial hiring from points outside of Watson Lake, an employee may claim relocation expenses to a maximum of ~~\$4000.00~~ **\$2500.00**, or such amount as ~~the CAO~~ **Council** deems appropriate; the amount to be claimed shall be supported by receipts.

**ARTICLE 51 – TRAVEL ALLOWANCE**

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

**LOU #2 PENSION PLAN** – LOU DELETED and replaced by the following:

**LOU XX – PENSION PLAN**

1. The Employer is committed to working toward implementing of the CAAT DB Plus Pension Plan for all eligible Permanent Employees within the terms of the Collective Agreement, provided there is no additional cost to the Employer.
2. Current employees may elect to either participate in the Defined Benefit Pension Plan or continue with the RRSP program described in Article 46 of the Collective Agreement.
3. Employees may elect to contribute additional monies to the plan on the understanding that such additional contributions will be unmatched by the Employer.
4. Permanent employees hired after implementation of the Pension Plan shall enroll in the Pension Plan.
5. The Pension Plan contributions shall total a minimum of 10% of regular earnings, of which the Employer shall contributed 5% and the employee shall contribute 5%.
6. Any future amendments to the Pension Plan contribution rates will be by mutual agreement of the Parties.
7. After implementation of the Pension Plan, the new Plan will replace the current Registered Retirement Savings Plan described in the Collective Agreement, except that grandfathered employees noted in (2) above will continue to have access to the RRSP Pension Plan.
8. Implementation of the plan will begin within three (3) months of ratification of the Collective Agreement and be completed within twelve (12) months of ratification of the Collective Agreement.

**WAGE GRID**

Wage Grid January 21, 2023 - 2%					
Range	Job Titles	Step 1	Step 2	Step 3	Step 4
1	Students (18 and Under) Step 1 Based on Yukon ESA, as amended from time to time	\$ 15.70	\$ 16.17	\$ 16.66	\$ 17.16
2	Custodian Recycling Attendant Attendants (NLC Seasonal) Students (18 and Over - Post Secondary)	\$ 45,582.79	\$ 46,950.27	\$ 48,358.78	\$ 49,809.55
3	<del>Parks and Rec Caretaker</del> Weigh Scale Attendant	\$ 50,361.98	\$ 51,872.84	\$ 53,429.02	\$ 55,031.90
4	Reception	\$ 52,949.83	\$ 54,538.33	\$ 56,174.48	\$ 57,859.71
5	NLC Technician Solid Waste Attendant Parks and Rec Caretaker	\$ 57,866.55	\$ 59,602.54	\$ 61,390.62	\$ 63,232.34
6	Facilities Maintenance Equipment Operator 1	\$59,529.61	\$ 61,315.50	\$ 63,154.96	\$ 65,049.61
7	NLC Operations Supervisor Solid Waste Co-Ordinator	\$ 61,335.87	\$ 63,175.95	\$ 65,071.23	\$ 67,023.37
8	Programmer Parks and Rec Lead hand Equipment Operator 2 Finance Assistant	\$ 67,314.55	\$ 69,333.99	\$ 71,414.01	\$ 73,556.43
9	Water Treatment Operator 1	\$ 74,235.63	\$ 76,462.70	\$ 78,756.58	\$ 81,119.28
10	By-Law Development Officer	\$ 78,434.69	\$ 80,787.73	\$ 83,211.36	\$ 85,707.70
11	<del>Equipment Operator 3</del> <del>Water Treatment Operator 2</del>	\$ 79,447.92	\$ 81,831.36	\$ 84,286.30	\$ 86,814.89
12	Equipment Operator 3 Water Treatment Operator 2	\$ 82,247.70	\$ 84,715.13	\$ 87,256.58	\$ 89,874.28

**Pay Increases:**

**January 1, 2023**      2.0% (as above)

**January 1, 2024**      1.50%

**January 1, 2025**      1.75%

**January 1, 2026**      2.5%

**Placement on Grid to nearest step which provides an increase**

**Increments continue based on anniversary date on the specific job**