



File: 2122-T0005-3

September 12, 2019

TO: ALL PSAC MEMBERS AT TOWN OF WATSON LAKE
RE: RATIFICATION OF COLLECTIVE AGREEMENT

On September 11, 2019, the Bargaining Committees of the Union and the Employer reached a tentative agreement to renew your Collective Agreement. The tentative settlement will be three years in length, expiring December 31, 2022. These changes will take effect on the date of ratification unless another date is specified.

ECONOMIC PROVISIONS

Effective January 1, 2020, wage rates shall be increased by 1.25%

Effective January 1, 2021, wage rates shall be increased by 1.75%

Effective January 1, 2022, wage rates shall be increased by 2.00%

Stand-by and Call Out Pay has been increased for callouts on days of rest and holidays from two hours to three hours.

The cap has been removed for employees who wish to make additional RRSP contributions and employees can determine their contribution rate annually. The employer caps remain in place. There are new provisions for Uniforms and clothing – raingear, jackets and aquatics gear for summer students.

OTHER CHANGES

The team is pleased to report we have a new procedure for vacation scheduling. (Article 20). In addition, we have agreed to a new Article for training and career development.

Employees will no longer be required to provide hearse services and/or participate in any funeral service beyond the need to set up for the burial site and the closing of the burial site after the interment.

New articles have been agreed to for Critical Incident Leave, Traditional Leave, Domestic Violence Leave and changes in Maternity, Parental leave.

Your bargaining team comprised of

Chad Harmer

Darren Law

Jesse Johnston

Tony Thomas and

Erna Post

Unanimously recommend acceptance of this tentative agreement.

In Solidarity,

A handwritten signature in black ink, appearing to be 'Jack Bourassa', with a long horizontal stroke extending to the right.

Jack Bourassa
REVP North

- cc. National Board of Directors
Yusur Al-Bahrani, Regional Political Communications Officer, North
Negotiations Section
Amarkai Laryea, Coordinator, Representation and Legal Services Branch
Daniel Kinsella, Regional Coordinator, North
Joshua Paddon, Regional Representative
Fraser McDonald, Supervisor, Membership Administration
Chantale Fréchette, Administrative Assistant to the Membership Administration Supervisor
Dale Robinson, Strike Mobilization Project Officer
Kelly Greig, Member Information Advisor

ARTICLE 2 Definitions

- (5) ~~“Seasonal” employee means an employee for work of a temporary nature for a period of less than 12 months.~~

“Seasonal employees are full or part-time employees who are required to perform work of a seasonal nature on a regular basis for a period of less than six-months. Any extension must be agreed to by the Union, the employee and the Employer.

ARTICLE 16 Processing of Grievances

16.05 Complaint Stage:

- (a) The parties recognize the value of informal discussion between employees and their **direct managers and/or delegated** 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 **direct manager and/or delegated** 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 of the notice given in Clause (a) above, or such further time as the employee and the **direct manager and/or delegated** supervisor may agree to, then the employee may file a formal grievance in accordance with Clause 16.06.
- (c) **In instances where the direct manager is the subject of the complaint, the informal discussion as described in (a) above, will take place with the Chief Administrative Officer.**

ARTICLE 20 Vacation Leave

Vacation Scheduling - NEW

- 20.05 (a) Employees shall submit their request for their preferred vacation time by December 31st of each year in a minimum of one (1) week increments. Employees will, in cooperation and consultation with the manager of each department, formulate the vacation schedule for employees. Such schedule shall be finalized and posted no later than January 30th.
- (b) Where more than one request has been submitted for the same time, length of continuous service shall be the deciding factor providing that such approval(s) does not interfere with the bona fide operational requirements.

- (c) Once posted, the vacation schedule shall only be changed by mutual consent between the employee and the Employer or as deemed necessary due to bona fide operational requirements.
- (d) Requests for vacation leave submitted after the vacation schedule has been posted shall be approved on a first come, first served basis and such requests are not required to be in one (1) week increments. Where more than one request has been submitted for the same time, length of continuous service shall be the deciding factor.
- (e) Should the circumstances warrant, an employee may request in writing to either withdraw or exchange previously approved/posted vacation time with the approval of their manager. It is understood such approval will be subject to bona fide operational requirements and will not result in additional costs to the Employer.
- (f) 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.
- (g) Where, at the end of any vacation year (December 31st), an employee has not used all vacation leave credits, the unused portion of vacation leave credits shall be carried over into the next vacation year up to a maximum of one (1) years entitlement. Vacation leave credits in excess of this maximum will be paid out in the first pay period following December 31st. If due to operational requirements an employee has been refused vacation leave requests that result in a carryover in excess of one (1) year entitlement at their option they may carry over such vacation leave entitlements for a maximum of six (6) months.

Maternity, Parental and Adoption Leave

- 23.04 ~~After completion of one (1) year of continuous employment,~~ 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.
- 23.06 ~~After completion of one (1) year of continuous employment,~~ An employee shall be granted Adoption leave without pay in accordance with the Yukon Employment Standards Act.
- 23.08 An employee is entitled to Parental leave without pay, if the employee:
- ~~(a) has been employed by the Employer for one (1) continuous year;~~
 - (b) has submitted a written request for leave within the time period described in the Yukon Employment Standards Act.

- (c) will remain at home to care for a newborn or newly adopted child; and
- (d) makes a Statutory Declaration that the child is a bona fide dependant of the employee and resides with the employee.

ARTICLE 30 Stand-by Pay

- 30.01 **Stand-by hours will commence immediately following the end of a regular work shift and end immediately prior to the commencement of the next regular work shift.** ~~period of Stand-By shall be from 3:30 pm one Wednesday to 3:30 pm of the following Wednesday.~~
- 30.02 For Stand-By duty on a regular working day an employee shall receive two (2) hours at the ~~employee's applicable overtime rate of pay, such rate to be as stated in Clause 27.03 (b) of the Collective Agreement.~~ **employee's applicable overtime rate of pay, such rate to be as stated in Clause 27.03 (b) of the Collective Agreement.** ~~overtime rate of pay including one routine system check.~~
- 30.03 For Stand-By duty on a normal day of rest for the employee including Saturday, Sunday or a paid holiday as set out in Clause 18.01 an employee shall receive ~~two (2)~~ **three (3)** hours at the ~~employee's applicable~~ overtime rate of pay, **such rate to be as stated in Clause 27.03 (b) of the Collective Agreement.** ~~including one routine system check.~~
- 30.04 When an employee on Stand-By duty leaves their place of residence on a normal day of rest to perform extra routine system checks the employee shall be paid two (2) hours at the overtime rate of pay. Anything over two (2) hours to perform routine system checks shall be paid at the employee's overtime rate of pay, **such rate to be as stated in Clause 27.03 (b) of the Collective Agreement.**
- 30.05 **When an employee on Stand-By duty leaves their place of residence in response to a call out, the employee shall be paid a minimum of two (2) hours at the applicable overtime rate of pay. Anything over two (2) hours shall be paid at the applicable overtime rate of pay, such rate to be as stated in Clause 27.03 (b) of the Collective Agreement.**
- 30.06 **When an employee on Stand-by is called out again within the initial two hour compensated period, the second call out will be considered a continuation of the first call out.**
- 30.07 The C.A.O. **or delegate** may specify to the Department Head the employees that are required to be on stand-by duty during off duty hours. Every reasonable effort shall be made to assign stand-by on a rotational basis with an equitable distribution.
- 30.08 **The Employer will establish and post a Stand-By Schedule on a quarterly basis.**

ARTICLE 38 Layoff and Job Security

38.07 Recall

- (a) Employees shall be recalled within their job classification, or a lower classification, in the order of their continuous service, where jobs become available, provided they have the ability to perform such jobs.
- (b) An employee recalled to a lower classification under 38.07 (a), above, can choose to either accept the lower level position or remain on the Recall List.
- (c) An employee choosing to accept Recall into a lower classification will be paid within the classification for the new job.
- (d) 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 -their current address. The employee shall **respond to the Employer's recall notice by advising of the intent to return to work or not 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. **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 (12) months.**

ARTICLE 45 Uniform Clothing Issue

45.01 The following clothing will be provided by the Employer:

Public Works

- Coveralls (winter/summer)
- Safety boots (winter/summer)
- Safety rubber boots
- Hard hats
- Ballistic-proof gloves (waste disposal only)
- Gloves (winter/summer)
- Chlorine protective clothing
- **Rain Gear**
- **High visibility spring/fall jackets**

Parks and Recreation

- Gloves (winter/summer)
- Coveralls (winter/summer)
- Safety boots (winter/summer)
- Chlorine protective clothing
- Uniforms
- Rain gear

Parks and Recreation – Aquatics

- **One Lifeguard Shirt per season**
- **One “hoodie” per season**
- **One Lifeguard Swimsuit per season**
- **One pair of deck shoes per season**

Protective Services

- Uniform (shirts/pants/shoes/jacket/hat)

Recycling

- Safety boots (winter/summer)
- Hard hats
- Coveralls (winter/summer)
- Gloves (winter/summer)
- Safety glasses

Custodian

- Scrubs
- Gloves (winter/rubber)

The Employer will replace any damaged clothing as provided for above.

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 bi-weekly 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.

ARTICLE 49 Special Allowances

49.05 The C.A.O. may, with approval of the Council establish allowances that may be paid in addition to the employee's regular pay. These special allowances are over and above normal pay and would include the following:

- (1) electrical plug-ins for vehicles used for Town business.
 - ~~(a) Fire Chief/Emergency Coordinator/Public Works Superintendent: vehicle plug-in rate at \$350.00 per year.~~
 - (b) **Other Except where the employee resides in a Town-provided dwelling where utilities may be provided by the town.** Employees on call shall receive a proportion of the \$350 per year plug-in vehicle rate based on the number of employees in the rotation. (Example: with three (3) employees on call, each would receive 1/3 of the plug-in rate).

ARTICLE 53 Re-opener Agreement and Mutual Agreement

53.03 The term of this agreement shall be from January 1, **2020** to December 31, **2022**.

Letter of Understanding
between the
Town of Watson Lake and the
Public Service Alliance of Canada

The parties acknowledge the mutual benefits to be derived from a joint approach to exploring pension benefit programs and agree to form a joint committee to deal specifically with pension plan alternatives.

The mandate of the committee will be to review available pension plan alternatives including defined benefit plans such as the Northern Employees Benefit Services (NEBS) and report back with any recommendations at least three months prior to the next round of contract negotiations.

The committee 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. Either party may bring, at their own expense a technical expert to assist in committee discussions.

In the event that the committee agrees to implement a new defined benefit pension plan on its own or in conjunction with the AYC prior to the expiry of the current agreement, the parties will meet to discuss implementation of the new defined benefit plan.

NEW

Critical Incident Leave

For the purposes of this Article, a traumatic event is a sudden and unexpected event which is considered uncommon with respect to the inherent risks of the occupation and is usually horrific, or has elements of actual or potential violence. Examples of traumatic events include, but are not limited to:

- (a) witnessing a fatality or a horrific injury;
- (b) being the victim of an armed robbery or hostage-taking;
- (c) being subjected to physical violence; and
- (d) being subjected to threats of physical violence when there is reason to believe the threat is serious and harmful to self or others (e.g. bomb threat or confronted with a weapon).

Critical incident stress defusing shall be provided to employees who have experienced a work-related, traumatic event. The Employer will make best efforts to ensure that Employees who have experienced a work related, traumatic event can at their or their manager's discretion, be relieved of their duties for the remainder of their shift, up to a maximum of 48 hours without loss of pay. Critical incident stress debriefing and appropriate support shall be made available for all employees who require it. Appropriate resources will be made available as soon as possible following the incident.

NEW

Training and Development

- .01 The Employer recognizes the need for training and professional development in order for employees to become more adept in the performance of their duties.
- .02 A separate item for training and development has been established by the Town of Watson Lake and annual allocations for training of employees will be part of the annual budget process.
- .03 Applications for attendance at any workshop, course, seminar, symposium or convention shall be made in writing to the direct manager, who will make recommendations to the Chief Administrative Officer. The decision to approve or disapprove will be in writing. All costs for approved training will be paid for by the Employer.
- .04 All courses must be taken at or sponsored by accredited educational institutions and /or provided by a recognized professional or technical training body and must be directly related to the employees work or to any career objective that is reasonable and is a benefit to the Town of Watson Lake.
- .05 Records of staff training and development shall be kept in the employee's personnel file.
- .06 Where the Employer prepays a fee for education or training and the employee does not achieve a passing grade, the employee and direct manager will meet to determine alternatives based on the agreed to training plan. The C.A.O. may use discretion and may waive additional costs associated with any further attempts to rewrite the examination.

NEW

Traditional Leave

An employee who is an Aboriginal person (meaning Indian, Inuit or Metis) and who has been continuously employed for three months will be entitled to a leave without pay of up to five 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.

The Employee may use banked paid leave at their discretion subject to Article 20.05. Such leave requests are subject to the approval of the manager and will not be unreasonably withheld. This leave shall not be carried over.

NEW

Family Violence Leave

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.

Employees experiencing domestic violence or employees with a child experiencing domestic violence shall be granted leave without pay for up to 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.

Employees on such leave will first use accumulated sick leave during the absence(s). Where there is not enough sick leave within the employee's bank, the first five (5) days of such leave shall be paid by the Employer, with the balance granted as unpaid leave.

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.

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.

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.

SCHEDULE A

Wage Increases:

January 1, 2020 – 1.25%

January 1, 2021 – 1.75%

January 1, 2022 – 2.00%

Following Positions are Redundant:

Northern Lights Supervisor, Group 7

Fire Chief, Group 10

Programmer 2, Group 11

The following Jobs are Renamed:

Landfill Attendant to Recycling Attendant – Group 2

Programmer 1 to Programmer - Group 8

APPENDIX "A"

STANDARD HOURS OF WORK and PROBATION

DEPARTMENT	HOURS OF WORK	PROBATION
ADMINISTRATION Finance Assistant Reception	35 hours per week	3 months 3 months
PUBLIC WORKS Equipment Operator 1 Equipment Operator 2 Equipment Operator 3 Water Treatment Op 1 Water Treatment Op 2 Facilities Maintenance	40 hours per week	3 months 3 months 6 months 3 months 6 months 3 months
PROTECTIVE SERVICES Fire Chief By-law/Development Officer	40 hours per week	6 months 6 months
PARKS & RECREATION Students/Attendants Custodian Parks & Rec Caretaker Parks & Rec Lead Hand Reception Programmer Northern Lights Tech	40 hours per week	3 months 3 months 6 months 6 months 3 months 3 months 6 months
SOLID WASTE FACILITY Landfill Attendant Recycling Attendant Weigh Scale Attendant Solid Waste Coordinator Solid Waste Attendant	40 hours per week	3 months 3 months 6 months 3 months

APPENDIX "B"
Town of Watson Lake
HOURS OF OPERATION

Department	Days of Op	Breaks	Hrs of Op
Administration -Reception -Finance Asst	Monday-Friday	1 hr unpaid meal	0830-1630
Public Works -Equip Op 1 -Equip Op 2 -Equip Op 3 -Water Treatment 1 -Water Treatment 2 -Facilities Maintenance	Monday-Sunday	½ hr unpaid meal	0700-2300
Protective Services -Fire Chief -ByLaw/Dev Officer	Monday-Sunday	1 hr unpaid meal	0800-2300
Parks & Recreation -Students/Attendants -Custodian -Pks/Rec Caretaker -Reception -Programmer	Monday-Sunday	1 hr unpaid meal	0800-2300
Parks & Recreation Northern Lights -NLC Technician	Monday-Sunday	½ hr unpaid meal	0800-2300
Solid Waste Facility Landfill Recycling Attendant -Weigh Scale Attendant -Solid Waste Coord -Solid Waste Attendant	Tuesday-Saturday Monday-Sunday	½ hr unpaid meal	0900-1800

Note: An employee's working schedule will not be altered unless the employee has been given a minimum of ten (10) working days advance notice of the alteration. Where the Employer fails to give an employee ten (10) working days advanced notice of the alteration in the employee's normal work schedule, the Employer shall pay the employee at the rate of time and one half for all regular hours worked on the first day or shift worked following receipt of the notice of change. Subsequent day or shifts worked on the revised hours shall be paid for at straight time, subject to the overtime provisions of this agreement.