

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

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**LETTER OF UNDERSTANDING #1**

RE: Heavy Equipment Operator 2 - Class 1 Driver's Licence

BY AND BETWEEN: THE CITY OF WHITEHORSE

AND: PUBLIC SERVICE ALLIANCE OF CANADA,  
LOCAL Y023

Pursuant to the terms of the Collective Agreement between the above mentioned parties signed the 9<sup>th</sup> day of August, 2002 it is agreed that the following employees presently classified as Heavy Equipment Operator 2 shall be exempt from the requirement to hold a valid Yukon Class 1 Driver's Licence as a requirement of the job.

Al Malloy

Rick Jackson

Dave Meister

IN WITNESS WHEREOF the parties hereto have affixed their signatures by the officers designated in that behalf on the 9<sup>th</sup> day of August, 2002.

*Original Signed by:*

CITY OF WHITEHORSE

P.S.A.C. LOCAL Y023

*"Bill Newell"*

*"James E. Brohman"*

Bill Newell, City Manager

Jim Brohman, Regional Representative

**Collective Agreement – P.S.A.C. Local Y023  
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**LETTER OF UNDERSTANDING #2**

**Temporary to Seasonal Transition**

BY AND BETWEEN: THE CITY OF WHITEHORSE

AND: PUBLIC SERVICE ALLIANCE OF CANADA,  
LOCAL Y023

The Parties agree that due to the creation of the new Seasonal category of Employee there is need for a mechanism to transition Temporary and Permanent Employees to the new Seasonal category.

Effective the date of ratification of this agreement:

The following Temporary Employees shall be grand fathered as Seasonal Employees to the positions as noted:

<b>Name of Seasonal Position</b>	<b>Name of Employee</b>
Parks Maintenance Person	Janet Arnzten
Parks Maintenance Person	Sydney Berriman
Parks Water Truck Operator	Wayne Lohnes
Parks Maintenance Person	Glen Lemoine
Concrete Maintenance Person	Gerald Wiens

The following Permanent Employees shall be grand fathered to the Seasonal positions as noted below. article 11 of the Collective Agreement shall apply. Upon issuance of an End of Season Notice these employees shall fall back to their substantive position.

<b>Name of Seasonal Position</b>	<b>Name of Employee</b>	<b>Name of Substantive Fall Back Position</b>
Crew Leader Grounds	Denis Rolls	Facility Parks Attendant
Crew Leader Cemetery	Lauraine Chambers	Facility Parks Attendant
Parks Irrigation Person	Scott Lowrey	Facility Parks Attendant

Each Employee noted above shall be offered the position noted by way of a letter of offer. The employee shall have ten (10) days to respond. Should the employee accept the offer the Seasonal position shall be deemed to be their position for each reoccurring season. Should they not accept the offer the positions shall be posted.

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**Letter of Understanding #2 Continued:**

Seniority for Seasonal Employees shall be calculated for time worked from date of hire.

When the end of season occurs, employees occupying Seasonal Positions shall receive an End of Season Notice that indicates End of Season layoff.

Upon issuance of an End of Season Notice Seasonal Employees, shall be eligible for recall to Temporary and Casual positions as noted in article 21.13(a) should they so desire and should they provide notice to the employer in writing of their intention to do so. Such recall would occur within the employee's group as identified in article 21.01 prior to exercising bargaining wide seniority.

Recall notice to Seasonal Positions shall be by certified mail to the employee's last address on record with the Employer. It is the responsibility of each employee to notify the Employer promptly in writing of any change of address. When recalled, an employee must indicate his intention to return to the employment of the City within ten (10) working days of receipt of the notice and must report for work on the day specified in the notice. Any employee failing to respond to the City within ten (10) working days of receiving notice to report or who fails to report on the day specified in the recall notice shall forfeit his claim to re-employment unless the Employer and Employee have agreed otherwise.

Seasonal Employees shall not be subject to article 21.07 c) during the period from the issuance of the End of Season Notice and receipt of the Recall Notice.

Should any Seasonal Position become vacant at any time, the position shall be posted in accordance with article 23.

IN WITNESS WHEREOF the parties hereto have affixed their signatures by the officers designated in that behalf on the 10<sup>th</sup> day of October, 2002.

*Original Signed by:*

CITY OF WHITEHORSE

P.S.A.C. LOCAL Y023

*"Bill Newell"*

*"James E. Brohman"*

Bill Newell, City Manager

Jim Brohman, Regional Representative

**Collective Agreement – P.S.A.C. Local Y023  
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**LETTER OF UNDERSTANDING #3**

RE: Overtime, Permanent Part Time Aquatic Instructors, Lifeguards and Instructor/Lifeguards

BY AND BETWEEN: THE CITY OF WHITEHORSE

AND: PUBLIC SERVICE ALLIANCE OF CANADA,  
LOCAL Y023

Permanent Part Time Aquatic Instructors, Lifeguards and Instructor/Lifeguards shall only be compensated for overtime at the rate of time and one-half (1 1/2) for all hours worked in excess of seven (7) hours in one work day or thirty-five (35) hours in one work week.

Notwithstanding the preceding provision, Permanent Part Time Aquatic Instructors, Lifeguards and instructor/Lifeguards who are scheduled to work five (5) days in one work week and who are requested to work additional hours on their scheduled days off shall be compensated for overtime at the rate of time and one-half (1 1/2) for all hours worked on that day. Any hours worked on the employee's second scheduled day off will be compensated at the double time (2) rate.

Employees requested to work additional hours on their scheduled days off shall have the right to refuse such hours.

No Employees shall be regularly scheduled to work in excess of five (5) days in one work week.

IN WITNESS WHEREOF the parties hereto have affixed their signatures by the officers designated in that behalf on the eighth day of September, 2006.

CITY OF WHITEHORSE

P.S.A.C. LOCAL Y023

*“Dennis Shewfelt”*

*“James E. Brohman”*

Dennis Shewfelt, City Manager

Jim Brohman, Regional Representative

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**LETTER OF UNDERSTANDING #4**

**Premium for Instructor Lifeguard 1**

BY AND BETWEEN: THE CITY OF WHITEHORSE

AND: PUBLIC SERVICE ALLIANCE OF CANADA,  
LOCAL Y023

The Parties agree that an Instructor Lifeguard 1 who possesses one of the following certificates will be paid one range higher at the same step of the Collective Agreement while instructing any course, certification or exam requiring this certification:

Sears "I Can Swim" Teacher Course Conductor  
Lifesaving Instructor Trainer  
National Lifeguard Service Instructor/ Examiner  
Standard First Aid/CPR Instructor  
Aqua Fitness Instructor (BCRPA, CALA or equivalent certified)

Employees will be paid at this rate for preparation, evaluation and follow-up related to these advanced courses, re-certifications and exams, with prior approval of the Aquatic Programmer or his/her designate. This extra payment for the above will be reviewed annually with meaningful consultation with the Pool employees and the Union.

IN WITNESS WHEREOF the parties hereto have affixed their signatures by the officers designated in that behalf on the eighth day of September, 2006.

For the City of Whitehorse:

For PSAC Y023:

*"Dennis Shewfelt"*

*"James E. Brohman"*

Dennis Shewfelt, City Manager

Jim Brohman, Regional Representative

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**LETTER OF UNDERSTANDING #5**

RE: System Maintenance Person 2 - Class 3 Driver's License

BY AND BETWEEN: THE CITY OF WHITEHORSE

AND: PUBLIC SERVICE ALLIANCE OF CANADA,  
LOCAL Y023

Pursuant to the terms of the Collective Agreement between the above mentioned parties signed the 9<sup>th</sup> day of August, 2002, it is agreed that the following employee presently classified as System Maintenance Person 2 shall be exempt from the requirement to hold a valid Yukon Class 3 Driver's License as a requirement of the job:

Tony Markovich

IN WITNESS WHEREOF the parties hereto have affixed their signatures by the officers designated in that behalf on the 9<sup>th</sup> day of August, 2002.

*Original Signed by:*

CITY OF WHITEHORSE

*"Bill Newell"*

Bill Newell, City Manager

P.S.A.C. LOCAL Y023

*"James E. Brohman"*

Jim Brohman, Regional Representative

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**LETTER OF UNDERSTANDING #6**

RE: Benefit Package Consultation

BY AND BETWEEN: THE CITY OF WHITEHORSE

AND: PUBLIC SERVICE ALLIANCE OF CANADA,  
LOCAL Y023

Pursuant to the terms of the Collective Agreement between the above mentioned parties signed the 13<sup>th</sup> day of August, 2002, it is agreed that, prior to the employer soliciting tenders from benefit carriers, the employer shall create an employee committee to review the terms of reference, on which Y023 agrees to participate.

Further, prior to the awarding of a bid on the Benefits Package, the review team shall review the bids and provide a recommendation to the employer on the preferred package.

IN WITNESS WHEREOF the parties hereto have affixed their signatures by the officers designated in that behalf on the 13<sup>th</sup> day of August, 2002.

*Original Signed by:*

CITY OF WHITEHORSE

*"Bill Newell"*

Bill Newell, City Manager

P.S.A.C. LOCAL Y023

*"James E. Brohman"*

Jim Brohman, Regional Representative

**Collective Agreement – P.S.A.C. Local Y023  
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**LETTER OF UNDERSTANDING #7**

**Article 2.02 – Permanent Employee**

BY AND BETWEEN: THE CITY OF WHITEHORSE

AND: PUBLIC SERVICE ALLIANCE OF CANADA,  
LOCAL Y023

Pursuant to the terms of the Collective Agreement between the above mentioned parties signed the twenty fourth day of October, 2002, it is agreed that no permanent position will incur a designation change to a seasonal position during the life of this Agreement.

IN WITNESS WHEREOF the parties hereto have affixed their signatures by the officers designated in that behalf on the twenty fourth day of October, 2002.

*Original Signed by:*

CITY OF WHITEHORSE

P.S.A.C. LOCAL Y023

*"Bill Newell"*

*"James E. Brohman"*

Bill Newell, City Manager

Jim Brohman, Regional Representative

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**LETTER OF UNDERSTANDING #8**

RE: Grand Fathering Shifts for Bylaw Services Constables Monty Gosselin and Bonnie Howell

BY AND BETWEEN: THE CITY OF WHITEHORSE

AND: PUBLIC SERVICE ALLIANCE OF CANADA,  
LOCAL Y023

Pursuant to the terms of the Collective Agreement between the above-mentioned parties, it is agreed that Bylaw Services Constables Monty Gosselin and Bonnie Howell shall not be required to work regular scheduled weekly shifts that include weekends or statutory holidays. In the event of operational requirements either or both Constables may be scheduled to work weekends and statutory holidays within the hours of 0900 to 1800.

IN WITNESS WHEREOF the parties hereto have affixed their signatures by the officers designated in that behalf on January 17<sup>th</sup>, 2003.

*Original Signed by:*

CITY OF WHITEHORSE

*"Bill Newell"*

Bill Newell, City Manager

P.S.A.C. LOCAL Y023

*"James E. Brohman"*

Jim Brohman, Regional Representative

**Collective Agreement – P.S.A.C. Local Y023  
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**LETTER OF UNDERSTANDING #9**

RE: Transition from the Confidential Exclusion group to PSAC Local Y023

BY AND BETWEEN: THE CITY OF WHITEHORSE

AND: PUBLIC SERVICE ALLIANCE OF CANADA,  
LOCAL Y023

Pursuant to the terms of the Collective Agreement between the above mentioned parties signed the 17<sup>th</sup> day of January, 2003, it is agreed that the following employees:

Sheila Dodd	Alana Huber
Victor Hopkins-LeCheminant	Blaine Rapp
	Sabine Schweiger
	Freda Smith

will be grand fathered with the following benefits:

- As at December 31, 2002, and as per article 16 section 145 of the Confidential Exclusion Bylaw 2000-04, these employees have the following severance entitlement in hours of pay accrued and protected:

Sheila Dodd – 140 hours	Alana Huber – 245 hours
Victor Hopkins-LeCheminant – 280 hours	Blaine Rapp – 560 hours
	Sabine Schweiger – 140 hours
	Freda Smith – 245 hours

- thereafter, severance pay will be calculated and paid as per the PSAC Local Y023 Collective Agreement.
- Vacation accrual schedule and carry forwards as per article 7 sections 54 and 55 respectively of the Confidential Exclusion Bylaw 2000-04 shall apply.
- Union dues shall be payable from January 1, 2003 forward.
- Access to all other benefits of the Collective Agreement shall commence September 1, 2002.

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**Letter of Understanding #9 Continued:**

Each benefit will remain grand fathered until it is determined that it is no longer superior to the related benefit in the Y023 Collective Agreement.

Seniority for each grand fathered employee will be calculated from the original date of hire at the City of Whitehorse.

IN WITNESS WHEREOF the parties hereto have affixed their signatures by the officers designated in that behalf on the 17<sup>th</sup> day of January, 2003.

*Original Signed by:*

CITY OF WHITEHORSE

P.S.A.C. LOCAL Y023

*"Bill Newell"*

*"James E. Brohman"*

Bill Newell, City Manager

Jim Brohman, Regional Representative

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**LETTER OF UNDERSTANDING #10**

**Job Evaluation System Review**

BY AND BETWEEN:        THE CITY OF WHITEHORSE

AND:                        PUBLIC SERVICE ALLIANCE OF CANADA,  
LOCAL Y023

The Parties agree that, within one hundred and twenty (120) days of the signing of the collective agreement a Joint Committee of equal members of Employer and employee representatives will be formed to review the current Job Evaluation System's (JES) effectiveness in determining equal pay for work of equal value.

The Parties agree that participation by representatives of Transit and the Fire Department would be essential however, if either chooses not to participate, this decision would not prevent the Joint Committee from proceeding with their work.

The Joint Committee will provide recommendations to the Employer within one (1) year of their first meeting.

Time spent by union representatives participating in the Joint Committee's work shall be considered time worked.

Representatives may be assisted at the Committee by a technical advisor the cost of whom will be born by that Party.

Appeals:

Any Interested Party appeals filed as a result of the Joint Committee's recommended changes to the July 12 2004 Job Evaluation System (JES) will be processed in compliance with articles 5, 6 and 7 of the same JES.

Conversion to a New JES:

The Conversion Rules for Employees following the adoption of any amendments to the July 12 2004 JES will include salary protection including green circling protection. Green circling shall mean that the Employee will remain in his pre-conversion range but continue to receive negotiated increases.

IN WITNESS WHEREOF the parties hereto have affixed their signatures by the officers designated in that behalf on the 20<sup>th</sup> day of September, 2006.

CITY OF WHITEHORSE

P.S.A.C. LOCAL Y023

*"Dennis Shewfelt"*

*"James E. Brohman"*

Dennis Shewfelt, City Manager

Jim Brohman, Regional Representative

**Collective Agreement – P.S.A.C. Local Y023  
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**LETTER OF UNDERSTANDING #11**

RE: The provision of orthodontic procedures coverage

BY AND BETWEEN: THE CITY OF WHITEHORSE

AND: PUBLIC SERVICE ALLIANCE OF CANADA,  
LOCAL Y023

Employees shall receive orthodontic procedures coverage subject to section 14.04 but at the same level as that contained in the Management and Confidential Exclusion Employees' Dental Plan as at October 2, 2006

IN WITNESS WHEREOF the parties hereto have affixed their signatures by the officers designated in that behalf on the 2<sup>nd</sup> day of October, 2006.

CITY OF WHITEHORSE

P.S.A.C. LOCAL Y023

*"Dennis Shewfelt"*

*"James E. Brohman"*

Dennis Shewfelt, City Manager

Jim Brohman, Regional Representative