



File: 2122 – 45.01 – 3

Date: May 15, 2022

TO: All PSAC/YEU Members Employed with the City of Whitehorse – Transit, bargaining unit.

RE: Vote on a Tentative Agreement

The Public Service Alliance of Canada (PSAC) and the City of Whitehorse reached a Tentative Collective Agreement which was finalized on May 3, 2022. The following are the main provisions and highlights of the new contract:

- **Term:** Five (5) year contract: September 1, 2021, to August 31, 2026 (*See article 32.01*).
 - **Wages:**
 - September 1, 2021 – 2.10% (plus signing bonus) *
 - September 1, 2022 – 2.10%
 - September 1, 2023 – 2.10%
 - September 1, 2024 – 2.25%
 - September 1, 2025 – 2.50%
 - **Signing Bonus:** * 2.25% signing bonus based on previous twelve (12) months straight time earnings for permanent employees.
- **Pension Plan:**
 - Letter of Understanding to work towards the implementation of the CAAT DB Plus Pension Plan during the life of the agreement.
- **Joint Application for Amended Recognition:**
 - The parties have agreed to submit a joint application to the CIRB for amended recognition to have the bargaining units merged.
- **Overtime, Shift Differential and Statutory Holidays:**
 - These provisions have all been aligned with the language in the current Y023 Collective Agreement and provide for multiple increases.
 - **Editorial:** Minor editorial and grammatical changes have been made throughout the collective agreement.

Members of your Negotiating Team will be in attendance at the ratification meeting to outline the provisions of your new contract and answer questions.

Your Bargaining Team consisting of:

Dorian Brown, Committee Member
Karen Brost, Committee Member
Thomas Riexinger, Committee Member
Joshua Paddon, Spokesperson, PSAC

unanimously recommends this Tentative Agreement.

Unless otherwise specified, the proposed changes would become effective the date the new collective agreement is ratified. Current collective agreement articles or clauses not listed here would be renewed without change. All other changes including those highlighted above can be found in the attachment at the back of this ratification letter.

If a majority of votes cast are in favour of the Tentative Agreement, then the Regional Executive Vice-President – North shall be authorized to sign a collective agreement for your Bargaining Unit.

In Solidarity,



Lorraine Rousseau
Public Service Alliance of Canada
Regional Executive Vice-President – North

- cc. National Board of Directors
Steve Geick, President, Yukon Employees Union
Directors' Team
Negotiations Section
Patricia Harewood, A/Director, Representation and Legal Services Branch
Joshua Paddon, Regional Representative
Daniel Kinsella, Regional Coordinator, North
Yusur Al-Bahrani, Regional Political Communications Officer, North
Reine Zamat, Supervisor, Membership Administration
Megan Whitworth, Administrative Assistant, Membership Administration
Regional Office Branch National Mobilization
Kelly Greig, Member Information Advisor
Louise Casselman, Social Justice Fund Officer
Laura Avalos, Social Justice Fund Advisor

MEMORANDUM OF SETTLEMENT

between

CITY OF WHITEHORSE
(the Employer)

and

PUBLIC SERVICE ALLIANCE OF CANADA
(the Union)

The Bargaining Committees of the Union and the Employer have reached a tentative Collective Agreement.

The Bargaining Committees of each of the Union and the Employer agree to unanimously recommend the tentative Collective Agreement to their principals for acceptance.

The tentative Collective Agreement is the Collective Agreement between the Employer and the Union expiring August 31, 2021, with the changes set out in this Memorandum of Settlement.

The Bargaining Committees agree that all changes take effect as of the date of ratification of the Collective Agreement unless another date is specified.

DATED in Whitehorse, Yukon May 3, 2022.

For the Union

For the Employer

Including all items previously agree to starting at page 8 of this document.

Term: 5 years

Economic increases:	Wages September 1, 2021	2.10% and 2.25% cash upon signing based on previous 12 months straight time earnings for permanent employees.
	Wages September 1, 2022	2.10%
	Wages September 1, 2023	2.10%
	Wages September 1, 2024	2.25%
	Wages September 1, 2025	2.50%

Proposals:

- 2.01 "Non-peak hours" means those hours of transit service to the public between 9 a.m. to 3 p.m. and 6 p.m. to end of service during the work week and all of Saturday **and Sunday**.
- 2.02 "Casual Employee" means an employee who is not permanent and who may be hired on a temporary basis. Such employee shall not exceed five consecutive days once in a month ~~except during the period covered by LOU #1, or by mutual agreement of the parties. At no time can the number of casual employees exceed the number of spare drivers, subject to LOU #1.~~ Prior to such work being assigned, section 17.03 shall be applied. Casual employees shall not be used to reduce the complement of permanent positions. Casual employees shall advance on the wage grid after ~~each 1,235 hours worked~~ **1,800 hours of work or 2 calendar years, whichever occurs first.**
- 2.05 "Spare Driver" means a permanent part-time employee scheduled to work ~~Saturday and Sunday at least one (1) two (2) shifts per week;~~ **inclusive of Saturday and Sunday, and to be available to relieve other drivers as required for at least one (1) shift per week.** If determined eligible by the carrier, spare drivers shall receive benefits based on the number of hours worked pro-rated on the basis of the average full-time hours of work in the previous year in the same classification.
- 2.06 "Full-time" means an employee other than a driver who is required to work the standard hours of work for her classification, or a driver who occupies a five (5) day scheduled shift. In the event that a Spare Driver successfully bids into a five (5) day shift, the Employer will replace them on Saturdays **and Sundays**, if so requested by the Spare Driver **or if deemed necessary by the employer.**
- 7.07 A driver working 7.5 hours or more, excluding Saturday **and Sunday**, shall receive a 15 minute rest- break in addition to the two breaks identified above to be taken during the non-peak hours, unless specified by the employer. If the schedule requires the rest break to be longer than 15 minutes, the remainder of the break will be unpaid but in no event will the break be longer than 30 minutes unless otherwise agreed to by the Planning and Scheduling Committee. Driving time without a break for this clause will not exceed three hours.
- 7.17 For all employees covered by this agreement, the following shall apply:
~~(a) Employees who work in excess of 8 hours per day or 40 hours per week will be compensated at the time and one half rate for all such hours. Hours worked up to and including 8 hours per day or 40 hours per week shall be compensated at straight time rate.~~

~~(b) An employee required to perform work that is not contiguous with her weekly schedule of shifts shall be paid a minimum of two hours at the prevailing rate.~~

- ~~(c) Employees shall be compensated for hours of overtime worked at the rate of:~~
- ~~I. Double time after the first two hours outside of an 8 hour shift~~
 - ~~II. Double time after 8 hours worked on an employee’s first day of rest~~
 - ~~III. Double time for all hours worked on an employee’s second day of rest~~

As noted in transit appendix.

7.17 d) amend to read:

Overtime hours earned by an employee may at the employee’s option be accrued as compensatory leave at the applicable overtime rate. Employees may accrue a maximum of an equivalent of three ~~(3) standard workweeks~~ **one hundred and sixty (160) hours** in any calendar year in lieu of overtime that they have worked.

7.20 (d) All driver shifts are inclusive of a sign-in and sign-out period of at least 15 minutes with pay. These times are to include travel time to and from the starting point of the shift, **and** pre and post inspections **that ensure compliance with the Yukon Motor Vehicles Act and the National Safety Code.**

7.20(d) i If it is alleged that the ~~15 minute time~~ period is insufficient on a regular basis, it shall be referred to the Planning and Scheduling Committee who shall conduct an evaluation to recommend the appropriate length of time.

9.08 amend to read:

An employee who has received pay for at least an equivalent of two standard work weeks in a calendar month shall receive as vacation pay the monthly accrual for the period for which he is taking his vacation in accordance with the following:

<u>Years of Continuous Service</u>	<u>Monthly Accrual Rates</u>	
	Std Work Week 40hrs	% of Gross Earnings Worked Excluding Any Bonuses
Less than three years of service (4 weeks)	13.33 hours	8%
Three completed years and less than eight years (5 weeks)	16.66 hours	10%
Eight completed years and less than fifteen years (6 weeks)	20.00 hours	12%
Fifteen completed years and less than twenty years (7 weeks)	23.33 hours	14%
Over twenty years (8 weeks)	26.66 hours	16%

**Effective date of ratification existing employee’s dollar banks will be converted to hours at their current rate of pay.

- 9.09 Vacation shall be granted on the basis of seniority in the following manner:
- (a) Bid 1: During the month of November of the previous year, the employer shall conduct a bid for a block of continuous vacation up to full entitlement for the following 12-month period.
 - (b) Bid 2: By December 31 of the previous year the Employer shall conclude a bid for blocks of non-continuous vacation not to exceed full entitlement, for the following 12-month period. ~~(For purposes of this clause a block shall be at least three continuous calendar days during the period defined in Letter of Understanding # 1.~~ **(For the purposes of this clause a block shall be at least three continuous calendar days between June 1st and September 15, and during the Whitehorse Christmas and Spring school breaks).**
- 9.10 The employer shall make a reasonable effort to grant an employee the period of vacation leave requested **and allow** ~~During the time period described in Letter of Understanding #1,~~ at least five bargaining unit members shall be allowed to be on vacation at the same time. ~~during the vacation bid period (Article 9.09). Outside of the period described in Letter of Understanding # 1, at least three bargaining unit members shall be allowed to be on vacation at the same time during the vacation bid period (Article 9.09).~~
- 9.30 Upon request, an employee shall be given a leave of absence with pay to a maximum of ~~two (2)~~ **one standard work week days** for the purpose of attending the delivery of their child or their partner's child ~~(same sex relationship)~~ or attending to the release from hospital ~~of their partner who has given birth or on~~ **following birth or** first obtaining custody of a child who has been legally adopted.

Compassionate Care Leave - amend to rename as **Compassionate Leave**

- 9.35 In accordance with the *Employment Insurance Act* a twenty-seven (27) week compassionate care leave is available to employees who have to be away from work temporarily to provide care and support to a family member, as defined by the *Employment Insurance Act*, who is gravely ill. No employee shall lose seniority, nor will an employee's continuous service date be advanced, pursuant to this article.
- 9.36 In accordance with the *Employment Insurance Act*, a fifteen (15) week Family caregiver (for adults) leave is available to employees who have to be away from work to provide care or support to a Family member as defined by the *Employment Insurance Act*, who is a critically ill or injured person over the age of eighteen (18). No employee shall lose seniority, nor will an employee's continuous service date be advanced, pursuant to this article.
- 9.37 In accordance with the *Employment Insurance Act*, a thirty-five (35) week Family caregiver (for children) leave is available to employees who have to be away from work to provide care or support to a Family member as defined by the *Employment Insurance Act*, who is a critically ill or injured person under the age of eighteen (18). No employee shall lose seniority, nor will an employee's continuous service date be advanced, pursuant to this Article.

- 9.38 current 9.36, and unchanged.
- 9.39 Upon completion of six (6) months' continuous service, an **permanent** employee shall be granted **up to 40 hours** ~~five (5) of~~ unspecified leave **days prorated** based on their standard work week as operational requirements permit.
- 11.04 The employer shall, upon request, grant to each permanent employee ~~five (5) days~~ two standard work weeks per year. Absences of **more than one standard work week** ~~four consecutive working days~~ shall be governed by section 11.01 (Weekly Indemnity). The employee shall be paid at the rate of 100 percent of her daily earnings for these days, provided that:

remainder of article 11.04 unchanged.
- 14.14 All permanent employees designated by the Employer as requiring CSA approved safety boots shall be reimbursed for such safety boots ~~once per~~ **each** calendar year to a maximum of ~~\$250~~ **\$300** when the employee provides proof of purchase. To be eligible for the safety boot allowance, employees must have completed one full year of continuous employment.
- 17.03 When a vacancy comes open in a bus driver position of less than three working weeks, such vacancy will be assigned to spare drivers on an equitable basis, subject to availability. Spare drivers must be available for at least 3 full working days per week. **Spare availability must include their regularly scheduled workdays of Saturday and Sunday, and at least one (1) additional day.** Spares ~~and~~ must notify the employer of their availability on a quarterly basis, or otherwise as mutually agreed by the parties. A spare driver will not be required to work during a period of non-availability. A spare driver may only refuse work during a period of availability for just cause, when they are not on the work schedule, or have failed to be given 12 hours' notice.

If a Spare driver bids a temporary vacancy, they will forfeit their regularly scheduled workdays of Saturday and Sunday for the duration of the vacancy they are fulfilling. In this event, the Spare driver will be added to the Overtime roster.
- 17.06 At least twice per calendar year (approximately April 1st and October 1st), bus drivers (excluding casuals) shall have the opportunity to bid for the A.M. or P.M. shift ~~(including the handy bus A.M. or P.M. shift)~~. Such bids are to be determined in accordance with seniority as per Article 15. All drivers must notify the employer at the time of shift bid of their willingness to be on the overtime, extra work and Saturday **and Sunday** rosters. The dispatcher position and service person positions are exempt from the bidding process.
- 17.07 When extra work (non-bid), with the exception of Saturdays **and Sundays** ~~and General Holidays or days observed as such~~, is available in a bus driver position, such work will be offered to permanent drivers based on seniority, provided overtime will not be incurred. If overtime would otherwise be incurred, such work will be offered to casual employees, but any extra work remaining will be offered to employees on the overtime roster. If an

employee refuses extra work, it will be offered to the next person on the list. In the event no permanent driver accepts, the work will be offered to casuals, any remaining work will be assigned to drivers based on reverse seniority.

22.07 Maintain current Y022 language.

30.01 An employee who works outside the hours of 6:00 am to 6:00 pm **and an employee who works between 6:00 pm on Friday and 6:00 am on Monday** shall receive a shift premium of 10% of their base hourly salary for each eligible hour.

NEW LOU

pp.01 The Employer is committed to working toward implementing the CAAT DB Plus Pension Plan for all eligible permanent employees within the term of this agreement provided that there is no additional cost to the employer. Upon implementation, permanent employees hired after that date, shall enroll in the Pension Plan.

pp.02 The Pension Plan contributions shall total a minimum of ten percent (10%), of which the Employer will contribute seven percent (7%), and the employee shall contribute a minimum of three percent (3%).

pp.03 Any future amendments to the Pension Plan contribution rates will be by mutual agreement between the parties.

After implementation, the **Pension Plan** would replace the current Registered Retirement Savings Plan in both Collective Agreements.

Letter of Understanding #1 – delete
Delete all remaining LOUs

Schedule 'A' Pay Scales: ~~Driver, Handybus 9~~

Y023 art. 10.09 amend to read:

To equalize statutory holiday pay with those employees working the 4 x 10 shifts (~~120 hours~~) **(140 hours)**, full time permanent employees who have completed one full year of continuous service shall receive a statutory holiday payment as follows:

a) Employees working an eight hour shift for five days per week will receive ~~24~~ **28** hours of regular pay once a year.

b) Employees working a seven hour shift for five days per week will receive ~~36~~ **42** hours of regular pay once a year.

This payment will be made by December 1 of each year

For the purposes of this article, Transit Bus Drivers will be treated as Employees working a seven hour shift for five days per week and receive 42 hours of regular pay once a year.

Above to be included in transit appendix.

Housekeeping:

- Pronouns - amend agreement to contain gender neutral language.
- Editorial - amend to correct any spelling errors and grammatical errors (that do not compromise intent), during the editing phase.
- 7.10 delete:
- ~~A Handy Bus driver working five hours or more shall be allotted a 30 minute paid break as near as possible to the mid point of the shift. A Handy Bus driver working less than five hours shall be allotted one paid rest break of 15 minutes duration as near as possible to the midpoint of the shift.~~
- 9.11 Vacation leave may be taken at any time during the year provided the employee has applied in advance **in the electronic leave system** ~~on a vacation leave application form~~ and such leave has been approved.
- 9.13 Should the employee request to be paid vacation pay prior to going on holidays, the employer will estimate the amount of money owing to the employee and issue an **electronic funds transfer cheque** in the form of an advance. All deductions and calculations will be processed on the next normal pay run, and a statement will be issued to the employee outlining the vacation accruals taken. At the end of the calendar year a computation shall be made on gross earnings worked, exclusive of any bonuses in the current year as outlined in section 9.08.
- 9.17 ~~A permanent employee will be eligible to carry over unused vacation day entitlements up to a maximum of one year from the employee's entitlement date.~~
- 9.18 ~~A casual or probationary employee who leaves the employ of the employer shall be entitled to vacation with pay as provided for in the Yukon Employment Standards Act.~~
- 17.06 At least twice per calendar year (approximately April 1st and October 1st), bus drivers (excluding casuals) shall have the opportunity to bid for the A.M. or P.M. shift ~~(including the handy bus A.M. or P.M. shift)~~. Such bids are to be determined in accordance with seniority as per Article 15. All drivers must notify the employer at the time of shift bid of their willingness to be on the overtime, extra work and Saturday rosters. The dispatcher position and service person positions are exempt from the bidding process.
- 21.02 The Long Service Bonus shall become payable each complete year thereafter ~~on the employee's anniversary date of continuous service~~. **Such benefit will be paid out in the pay period immediately following the entitlement date and prior to December 31st of each year.**

Clauses/article to be re-ordered in final draft agreement:

Article 17.09 move to somewhere between 17.01-17.05
Article 21 move after 12
Article 22 move after 12
Article 30 move after 7.15-7.19

Additional Re – Y023 Agreement:

Re: Y023 document:

2.01 c) *“Standard Hours of Work” are those which are set out in Schedule A, and Transit Appendix A and shall also be used for the purpose of calculating overtime.*

7.01 *amend to include as (e), and renumber accordingly thereafter:*

e) The Hours of Work and Pay Scales for Transit employees are outlined in Transit Appendix A.

Transit Appendix A:

Drivers:	Range: 9	Hours of work: 40	Hours Per Day: As bid	Split Shifts: Yes
		Meal Break Hours: Built in schedule		
Maintenance:	Range: 6	Hours of work: 37.5	Hours Per Day: 7.5	Split Shifts: Yes
		Meal Break Hours: .5		
Coordinator:	Range: 9	Hours of work: 35	Hours Per Day: 7	Split Shifts: Yes
		Meal Break Hours: 1.0		
Leadhand:	Range: 12	Hours of work: 40	Hours Per Day: 8	Split Shifts: Yes
		Meal Break Hours: 1.0		
Supervisor:	Range: 14	Hours of work: 40	Hours Per Day: 8	Split Shifts: Yes
		Meal Break Hours: 1.0		

Transit Appendix:

Note – items in this draft appendix will be amended as agreed in the above document during the editing process. Please note **highlighted** items.

Article 2 – Definitions:

- 2.01 “Extra Work” means any bus driver work that is not on the drivers’ workschedule.
“Light Housekeeping” means sweeping the floor of the bus, removing loose debris and emptying the garbage.
- “Non-peak hours” means those hours of transit service to the public between 9 a.m. to 3 p.m. and 6 p.m. to end of service during the work week and all of Saturday **and Sunday**.
- “Route” means one of the geographic areas of the City of Whitehorse covered by the public schedule.

Article 2 – Employee Status:

- 2.02 "Casual Employee" means an employee who is not permanent and who may be hired on a temporary basis. Such employee shall not exceed five consecutive days once in a month ~~except during the period covered by LOU #1, or by mutual agreement of the parties. At no time can the number of casual employees exceed the number of spare drivers, subject to LOU #1.~~ Prior to such work being assigned, section 17.03 shall be applied. Casual employees shall not be used to reduce the complement of permanent positions. Casual employees shall advance on the wage grid after each ~~1,235 hours worked~~ **1,800 hours of work or 2 calendar years, whichever occurs first.**
- 2.03 Prior to the hiring of casual employees in a non-driver position, such work will be offered to spare drivers first and full-time drivers second, provided she is qualified and such work does not incur overtime. An employee who accepts such work will be paid at the same step in the range for the new classification as specified in Schedule “A”.
- 2.04 “Permanent Employee” means a full-time or part-time employee who has bid or competed for a permanent position and has been appointed accordingly.
- 2.05 “Spare Driver” means a permanent part-time employee scheduled to work at least one (1) shift per week and to relieve other drivers as required. If determined eligible by the carrier, spare drivers shall receive benefits based on the number of hours worked **pro-rated on the basis of the average full-time hours of work in the previous year in the same classification.**

Article 2 – Employee Hours:

- 2.06 “Full-time” means an employee other than a driver who is required to work the standard hours of work for her classification, or a driver who occupies a five (5) day scheduled shift. In the event that a Spare Driver successfully bids into a five (5) day shift, **the Employer will replace them on Saturdays, if so requested by the Spare Driver.**

- 2.07 “Part-time” (non-driver) means an employee who works fewer hours than the standard weekly hours for a full-time Transit employee in the same classification and receives benefits on a pro-rated basis of the full-time hours.

Article 7 – Hours of Work:

- 7.01 The employer shall have the right to establish work schedules and starting times. The employer may change such schedules from time to time because of varying operating conditions. The employer shall enter into meaningful consultation with the Planning and Scheduling Committee, subject to section 7.19, prior to entering Work Schedule changes.
- 7.02 The employer shall attempt to arrange the employees’ shift schedules at least one week in advance.
- 7.03 The employer shall make every reasonable effort to avoid excessive fluctuation in hours of work.
- 7.04 An employee (excluding drivers) working 7.5 hours or more per day shall be allotted two paid rest periods of 15 minutes duration. Each rest period shall be scheduled as near as possible to the mid-point of the work periods before and after the unpaid meal break.
- 7.05 A driver working five hours or less per day shall be allotted one paid rest break of 15 minutes duration to be taken during the non-peak hours, unless specified by the employer. If the schedule requires the break to be longer than fifteen minutes, the remainder of the break will be unpaid, but in no event will the break be longer than 30 minutes, unless otherwise agreed to by the Planning and Scheduling Committee.
- 7.06 A driver working over five hours, in addition to the above rest break, shall receive a paid meal break of 30 minutes to be taken during the non-peak hours of the shift, unless specified by the employer. If the schedule requires the break to be longer than 30 minutes, the remainder of the break will be unpaid but in no event will the break be longer than 45 minutes, unless otherwise agreed to by the Planning and Scheduling Committee. Driving time without a break for this clause will not exceed three hours except in the rare occasion that a driving run cannot be accommodated in any other manner, up to three and one half (3 ½) hours may be permitted.
- 7.07 A driver working 7.5 hours or more, excluding Saturday **and Sunday**, shall receive a 15 minute rest- break in addition to the two breaks identified above to be taken during the non-peak hours, unless specified by the employer. If the schedule requires the rest break to be longer than 15 minutes, the remainder of the break will be unpaid but in no event will the break be longer than 30 minutes unless otherwise agreed to by the Planning and Scheduling Committee. Driving time without a break for this clause will not exceed three hours.

- 7.08 Drivers shall provide light housekeeping duties and maintain care and control of their bus during their shift. Where required, breaks shall be used to maintain the schedule.
- 7.09 Notwithstanding sections 7.05 to 7.08 inclusive, a driver working a shift of four hours or less shall receive a paid rest break of 30 minutes. If the schedule requires the break to be longer than 30 minutes, the remainder of the break will be unpaid, but at no time will the break be longer than 45 minutes, unless otherwise agreed to by the Planning and Scheduling Committee.
- 7.10 A Handy Bus driver working five hours or more shall be allotted a 30 minute paid break as near as possible to the mid-point of the shift. A Handy Bus driver working less than five hours shall be allotted one paid rest break of 15 minutes duration as near as possible to the mid-point of the shift.
- 7.11 All employees will be guaranteed a minimum of three hours per shift.
- 7.12 All employees who work extra work (non- bid) as per section 17.07 shall be paid a minimum of two hours pay at the prevailing rate.
- 7.13 The employer agrees to work closely with the Union Planning and Scheduling Committee on all matters related to driver work schedules.
When scheduling split shifts:
- (a) Split shifts will comprise a minimum of four (4) total hours and the total elapsed time shall not exceed twelve (12) hours.
 - (b) Any driver working a portion of the split shift which results in driving time in excess of three and one half (3 ½) hours shall receive one paid rest break of 15 minutes duration to be taken during the non-peak hours, unless specified by the employer.
 - (c) Portions of a split shift will not result in additional sign-in and sign-out periods as referenced in Article 7.20(d).
 - (d) Driving time between portions of the shift shall be incorporated into the driving schedule.
- 7.14 It is understood that in the rare occasion a break falls at the end of a shift, the fifteen-minute sign-out period will take place immediately after the end of the last run of the shift. It is furthermore understood that the employee can 'clock out' at the end of the fifteen-minute sign-out period and will be able to leave the workplace with the paid break to ensue. The break will be considered 'time worked'.

Article 7 – Overtime:

- 7.15 (a) Subject to the operational requirements of the employer, the employer shall make every reasonable effort to allocate overtime work on the basis of seniority among readily available qualified employees. If an employee refuses overtime,

the next person on the list will be offered the overtime work. A refusal will mean a forfeiture of overtime work. All drivers must notify the employer at the time of shift bid of their willingness to be on the overtime roster.

- (b) 7.15(a) above will not apply to a scheduled shift of up to 8.5 hours for the purpose of allocating overtime only.
- 7.16 Subject to the operational requirements of the employer, the employer shall make every reasonable effort to give employees who are required to work overtime reasonable advance notice of this requirement.
- 7.17 For all employees covered by this agreement, the following shall apply:
- ~~(a) Employees who work in excess of 8 hours per day or 40 hours per week will be compensated at the time and one half rate for all such hours. Hours worked up to and including 8 hours per day or 40 hours per week shall be compensated at straight time rate.~~
 - ~~(b) An employee required to perform work that is not contiguous with her weekly schedule of shifts shall be paid a minimum of two hours at the prevailing rate.~~
 - ~~(c) Employees shall be compensated for hours of overtime worked at the rate of:
 - I. — Double time after the first two hours outside of an 8 hour shift
 - II. — Double time after 8 hours worked on an employee's first day of rest
 - III. — Double time for all hours worked on an employee's second day of rest~~
 - (d) Overtime hours earned by an employee may at the employee's option be accrued as compensatory leave at the applicable overtime rate. Employees may accrue a maximum of an equivalent of three (3) standard workweeks in any calendar year in lieu of overtime that they have worked.
 - (e) The employer will pay compensatory leave credits that remain unused at the end of the calendar year except that the employee shall be permitted to carry over the equivalent of one standard workweek into the following year. Carried over credits which remain unused at August 31 of the current year shall be paid by the employer.
 - (f) Compensatory leave shall be approved for leave requests of a minimum of two hours, subject to the operating requirements of the Employer.
- 7.18 Employees may, for cause, refuse to work overtime at any time and shall not be subjected to termination for such refusal.
- 7.19 No employee shall be required to work on a regularly scheduled day of rest.

Article 7 – Planning and Scheduling Committee:

- 7.20 The Employer agrees to work closely with the Planning and Scheduling Committee on all matters related to driver work schedules. The Planning and Scheduling Committee shall be comprised of three bargaining unit members and a maximum of three Employer representatives. This committee will make recommendations on driver schedules and the direction of routes, but not the number of routes. The Employer further agrees that modifications proposed by the Planning and Scheduling Committee will be reviewed and, provided such modifications do not adversely affect the efficiency, or the level of service, or increase the costs, will be implemented subject to the Employer's right to set budget and levels of service for the public. The Committee will be bound by the following guidelines:
- (a) Each scheduled Monday to Friday shift for a permanent full time driver will be a minimum of four (4) hours.
 - (b) Each permanent employee, unless otherwise specified by the Employee, shall have two (2) consecutive days of rest each seven (7) day week.
 - (c) The standard workweek for the permanent full-time service person shall be thirty-seven point five (37.5) hours per week.
 - (d) All driver shifts are inclusive of sign-in and sign-out period of at least 15 minutes with pay. These times are to include travel to and from the starting point of the shift, pre and post inspections.
 - I. If it is alleged that the 15 minute period is insufficient on a regular basis, it shall be referred to the Planning and Scheduling Committee who shall conduct an evaluation to recommend the appropriate length of time.
 - (e) Any special events or charters done shall be in compliance with the Collective Agreement.
 - (f) Members of the Committee may periodically undertake duties and/or perform work as a means to investigate or resolve issues such as the timing of routes.
 - (g) The standard workweek for a permanent full-time dispatcher shall be forty (40) hours per week.

Article 9 – Annual Vacations:

- 9.04 A spare driver or casual having 30 calendar days or more of service shall be entitled to general holiday pay as set out above if she works the last scheduled work shift immediately before the holiday and the first scheduled work shift after the holiday. General holiday pay will be calculated by totalling the number of hours worked in a two-week period prior to the general holiday divided by ten days and multiplied by the rate of pay per hour.

9.08 The employer shall give each employee an annual vacation that will be allocated on the basis of seniority and based on the following entitlements:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>MONTHLY ACCRUAL RATES</u>	
	Percentage of Gross Earnings	
	<u>Worked Excluding any Bonuses</u>	
Less than three years service	(4 weeks)	8%
Three completed years and less than eight years	(5 weeks)	10%
Eight completed years and less than fifteen years	(6 weeks)	12%
Fifteen completed years and less than twenty years	(7 weeks)	14%
Over twenty years	(8 weeks)	16%

9.09 Vacation shall be granted on the basis of seniority in the following manner:

- (a) Bid 1: During the month of November of the previous year, the employer shall conduct a bid for a block of continuous vacation up to full entitlement for the following 12-month period.
- (b) Bid 2: By December 31 of the previous year the Employer shall conclude a bid for blocks of non-continuous vacation not to exceed full entitlement, for the following 12-month period. ~~(For purposes of this clause a block shall be at least three continuous calendar days during the period defined in Letter of Understanding # 1).~~ **(For the purposes of this clause a block shall be at least three continuous calendar days between June 1st and September 15, and during the Whitehorse Christmas and Spring school breaks).**
- (c) In the event an employee offers two weeks’ notice of cancellation of the vacation period identified under Bid 1 or 2 above such vacation shall be posted and awarded on the basis of seniority.
- (d) In the event an employee fails to offer two weeks’ notice of cancellation of the vacation period identified under Bid 1 or 2 above, such vacation shall, subject to operational requirements, be awarded on a first come first served basis.
- (e) Any vacation applications received after the Bid 1 and Bid 2 process will be considered as they are received and seniority will not be taken into account.
- (f) In the event that an employee cancels a vacation period after the weekly work schedule has been posted, unless due to illness or another approved leave of absence, she shall return to work as a spare driver, with full availability, until the expiration of her approved vacation. If the work has not been bid, she shall return to work as a spare driver, with full availability, until the expiration of that weekly work schedule.

- 9.10 The employer shall make a reasonable effort to grant an employee the period of vacation leave requested **and allow** ~~During the time period described in Letter of Understanding #1, at least five bargaining unit members shall be allowed to be on vacation at the same time. during the vacation bid period (Article 9.09). Outside of the period described in Letter of Understanding # 1, at least three bargaining unit members shall be allowed to be on vacation at the same time during the vacation bid period (Article 9.09).~~
- 9.11 Vacation leave may be taken at any time during the year provided the employee has applied in advance on a vacation leave application form and such leave has been approved.
- 9.12 Operational requirements permitting, new employees may be allowed to take accrued annual vacation credits earned after completion of 35 worked shifts or 90 calendar days, whichever accrues first.
- 9.13 Should the employee request to be paid vacation pay prior to going on holidays, the employer will estimate the amount of money owing to the employee and issue a cheque in the form of an advance. All deductions and calculations will be processed on the next normal pay run, and a statement will be issued to the employee outlining the vacation accruals taken. At the end of the calendar year a computation shall be made on gross earnings worked, exclusive of any bonuses in the current year as outlined in section 9.08.
- 9.14 In any calendar year that an employee has not taken all of the vacation leave credited to her, the unused portion of the vacation leave shall be carried over into the following year, except that:
- (a) In January of each year the employer will pay the employee for all unused accumulated vacation leave credits in excess of the days that were accumulated for the period from January 1 to December 31 of the prior year.
 - (b) Notwithstanding clause 9.14 (a), employees who have completed fifteen (15) years of service with the Employer may at their discretion carry over two (2) years of vacation leave credits and employees who have completed twenty-five (25) years of service with the Employer may at their discretion carry over three (3) years of vacation credits, prior to the pay-out provided for in clause 9.14 having application.
- 9.15 If the employee is terminated for any reason, such employee shall be paid all the accrued vacation pay that she is entitled to under section 9.08 of this article.
- 9.16 The vacation pay entitlements of an employee under this article shall at no time be less beneficial than those the employee would be entitled to under the provisions of any government legislation, ordinance or any orders and/or regulations made there under.

- 9.17 A permanent employee will be eligible to carry over unused vacation day entitlements up to a maximum of one year from the employee's entitlement date.
- 9.18 A casual or probationary employee who leaves the employ of the employer shall be entitled to vacation with pay as provided for in the *Yukon Employment Standards Act*.
- 9.39 Upon completion of six (6) months' continuous service, a permanent employee shall be granted five (5) unspecified leave days as operational requirements permit.
- 9.40 Unspecified Leave days shall not be carried over into the next calendar year. Unspecified Leave days which are unused at the end of the calendar year shall be paid to the employee.
- 9.41 Upon termination an employee will be entitled to a payment of any unused hours for Unspecified Leave on a pro rata basis proportional to the number of completed months of service since the granting of Unspecified Leave days.

Article 11 - Medical

- 11.04 The employer shall, upon request, grant to each permanent employee five (5) days per year. Absences of four consecutive working days shall be governed by section 11.01 (Weekly Indemnity). The employee shall be paid at the rate of 100 percent of her daily earnings for these days, provided that:
1. the employee has made every reasonable effort to notify her immediate supervisor prior to the start of her shift; and
 3. if requested, the employee provides written medical evidence of her inability to report for work.
 4. If in the current calendar year an employee has been granted all paid leave as defined in section 11.04, further leave payments beyond those listed shall be reduced to 50 percent of the employee's regular pay for each hour of leave taken for the remainder of the calendar year.
- 11.07 When it is not possible for employees to arrange medical, dental and/or optical appointments outside their regular hours of work, or attend funerals, employees who normally work a five day work week will be granted a maximum of ten hours with pay per calendar year over and above the provisions laid out in section 11.04 to be used for medical, dental and/or optical appointments, or to attend funerals.
1. Unpaid leave without pay for Medical, Dental and Optical appointments may be granted to a Spare Driver under special circumstances where in the opinion of the Department manager the operational efficiency of the department will not be adversely affected. Such unpaid appointment leave will not exceed the allotment provided under Article 11.10(a). Such leave will not be unreasonably

withheld.

2. If in the current calendar year an employee has been granted all paid leave as defined in section 11.07 further leave payments beyond those listed shall be reduced to 50 percent of the employee's regular pay for each hour of leave taken for the remainder of the calendar year.

11.14 Effective the first of the month following completion of the employee's probationary period or 90 calendar days of continuous employment, whichever comes first, 100% of the premium for the Long Term Disability Plan will be paid by the employee and 75% of the premium payment will be reimbursed to the employee on a monthly basis.

Article 14 – General Provisions:

14.04 Every bus used by the employer, whether owned by or hired by the employer or leased to or by it, shall be operated by employees of the employer who are members of the union. Notwithstanding the foregoing, the employer may operate a city bus subject to the agreement of individual members of the bargaining unit or under extenuating circumstances. The employer agrees to provide reasonable advanced notice where practicable.

14.06 Employees have to clean buses and do light housekeeping. This is to be included in an employee's shift with pay.

14.07 All employees hired as drivers shall be given a minimum of five shifts orientation to ensure safety and knowledge of routes by a pre-qualified bus driver. All drivers will be given the opportunity for pre-qualifying training.

14.09 Employees in attendance at staff meetings shall be paid a minimum of 2 hours pay at the prevailing rate, regardless of whether such meeting is contiguous to the employee's shift.

Article 17 – Job Posting, Bids, or Extra Work:

Job Posting

17.01 When a vacancy or when a new position is created within the bargaining unit, the employer shall post such notices internally for a minimum of seven calendar days, with the exception of vacancies described in 17.02 and 17.03.

(a) All job postings, whether internal or external, shall identify that the position is covered by a collective agreement between the City of Whitehorse and the Public Service Alliance of Canada/Yukon Employees Union.

17.02 When a temporary vacancy comes open in a bus driver position of three working weeks or more, it will be filled on a bid by permanent drivers based on seniority,

provided the driver is available to fulfil the first four (4) weeks of the term. The successful driver will forfeit her right to bid on subsequent temporary vacancies that may arise while filling the vacancy. The successful driver will revert to her previous position once the term is complete. In the event no permanent driver bids, the vacancy will be assigned to spare drivers on an equitable basis on a weekly rotation.

17.03 When a vacancy comes open in a bus driver position of less than three working weeks, such vacancy will be assigned to spare drivers on an equitable basis, subject to availability. Spare drivers must be available for at least 3 full working days per week and must notify the employer of their availability on a quarterly basis, or otherwise as mutually agreed by the parties. A spare driver will not be required to work during a period of non-availability. A spare driver may only refuse work during a period of availability for just cause, when they are not on the work schedule, or have failed to be given 12 hours' notice.

17.04 When applications are received from employees, then the employee that has the most seniority shall be given the new job provided she is qualified.

17.05 Where possible the employee who is successful will commence work in the position on the first day the position is vacant.

Bids

17.06 At least twice per calendar year (approximately April 1st and October 1st), bus drivers (excluding casuals) shall have the opportunity to bid for the A.M. or P.M. shift (~~including the handy bus A.M. or P.M. shift~~). Such bids are to be determined in accordance with seniority as per Article 15. All drivers must notify the employer at the time of shift bid of their willingness to be on the overtime, extra work and Saturday **and Sunday** rosters. The dispatcher position and service person positions are exempt from the bidding process.

Extra Work

17.07 When extra work (non-bid), with the exception of Saturdays **and Sundays** ~~and General Holidays or days observed as such~~, is available in a bus driver position, such work will be offered to permanent drivers based on seniority, provided overtime will not be incurred. If overtime would otherwise be incurred, such work will be offered to casual employees, but any extra work remaining will be offered to employees on the overtime roster. If an employee refuses extra work, it will be offered to the next person on the list. In the event no permanent driver accepts, the work will be offered to casuals, any remaining work will be assigned to drivers based on reverse seniority.

17.08 Extra work as covered by section 17.07 may not exceed 90 days. Time limits may be expanded by mutual agreement of the parties.

17.09 If a vacancy in a bus driver position is permanent, spare drivers shall be allowed to bid and the position shall be awarded on seniority.

17.10 Notwithstanding Clause 17.07 above, extra work (non-bid) which is directly related to

any Joint Committee will be first offered to qualified bargaining unit member(s) of that Committee.

Article 18 – Safety Provisions:

- 18.01 The parties to this agreement shall at all times comply with the *Occupational Health and Safety Act* and Regulations, and the *Motor Vehicle Act* and Regulations and the Motor Vehicle Equipment Regulations set out by the Government of Yukon, and any Internal Policies and/or Procedures of the City of Whitehorse. Such internal policies and/or procedures are to be the subject of joint consultation between the parties as per Article 26. Any refusal on the part of an employee to work in contravention of such regulations shall not be deemed to be a breach of this agreement.
- 18.02 It is to the mutual advantage of both the employer and the employee that employees shall not operate vehicles that are not in safe operating condition. The employer will not require employees to operate equipment on public streets, highways or thoroughfares when such equipment is not in compliance with the appropriate provisions of the law dealing with safety requirements on mobile equipment (e.g. brakes, steering, signal lights or other lighting equipment, heaters, mirrors, etc.).
- 18.03 It shall be the duty of the employee to report in writing on the appropriate forms of the employer promptly, but not later than the end of her shift, trip or tour, all safety and/or mechanical defects on the equipment that she operated during that shift, trip or tour, to the appropriate person.
- 18.04 It shall be the obligation of the employer to direct the repair as necessary to conform to the safe and efficient operation of that equipment. In the event repairs cannot be effected immediately and the equipment is unsafe, the trouble will be brought to the attention of a maintenance employee verbally and documented in the vehicle inspection book. Should the worker believe that the use of the vehicle constitutes an undue hazard to the worker or any other person, the bus will have a red tag placed on the steering wheel by the worker and it will be removed from the driver/vehicle assignment sheet and placed in the out of service category until repaired.
- 18.05 There shall be an opportunity for one employee to sit as a member of the City of Whitehorse Safety Committee.
- 18.06 First Aid kits are the responsibility of the employer. Employees shall advise the employer if materials are removed. Replacement of the materials will be the responsibility of the employer, and as such replacement is to be within three days of notification.
- 18.07 Employees who are required to attend First Aid and Safety Training courses shall be granted time off with pay for such training. The employer shall pay for each course fee and tuition. In the event such training takes place outside of scheduled hours of work, it shall be considered time worked.
- 18.08 Where the employer requires an employee to undergo a specific medical, hearing or

vision examination by a designated qualified medical practitioner, the examination will be conducted at no expense to the employee. The employee shall, upon written request, obtain results of all specific medical, hearing or vision examinations conducted.

- 18.09 Where an employee suffers injury by accident arising out of and in the course of her employment, the employer shall provide the employee with transportation as required under section 61(1) of the *Yukon Workers' Compensation Act*, as may be amended from time-to-time.
- 18.10 A Safety Allowance in the amount of \$350.00 will be paid, once per year, to all employees who are required to hold a First Aid and CPR certificate as a job requirement to meet Occupational Health and Safety standard. A \$100.00 allowance will be paid, once per year, to all bus drivers required to hold a first aid and CPR certificate by the employer for other purposes.
- 18.11 The employer shall when negotiating a third party or City of Whitehorse charter, where there is reasonable cause to believe that a majority of clients will be under the influence of alcohol, provide adequate security on the bus.
- 18.12 If an employee involved in an accident is required to report to the R.C.M.P. immediately, a relief employee will be provided. If the accident is determined by the R.C.M.P. or the Insurance Company or the Safety Committee (in that order) to be "no fault" or the fault of the other Parties, the report will be considered time earned. This provision shall not apply where the deciding parties determine that the accident is the fault of the employee.

Article 21 – Long Service Bonus

- ~~21.01 An employee who has completed five years of continuous service shall be entitled to a yearly long service bonus equivalent to two percent of annual base salary.~~
- ~~21.02 The Long Service Bonus shall become payable each complete year thereafter on the employee's anniversary date of continuous service.~~

Article 22 – Severance

- 22.01 As of July 1, 2001, employees shall be entitled to receive severance pay in accordance with the following provisions for completed continuous years of employment from July 1, 1979.
- 22.02 An employee who is terminated for cause shall not be paid severance pay.
- 22.03 On layoff, rejection on probation, and non-culpable discharge, a permanent employee with one or more years of continuous service shall receive severance pay in the amount of two weeks' pay for the first completed year of service and one weeks' pay for each succeeding complete year of employment to a maximum of 18 weeks less any period in respect of which severance pay was previously granted.

- 22.04 An employee who has seven (7) or more years of continuous service shall on resignation receive one-half of the severance amount of one week's pay for each completed year of employment to a maximum of eighteen (18) weeks less any period in respect of which the employee was previously granted severance pay for a layoff.
- 22.05 An employee who has 20 years or more of continuous service shall upon resignation receive severance as outlined in section 22.03 to a maximum of 28 weeks.
- 22.06 An employee who retires from employment with the City, and whose age and years of service equals seventy-five (75) or more, will receive a retirement allowance in the amount of two (2) weeks' pay for the first completed year of service and one (1) week's pay for each succeeding complete year of employment to a maximum of twenty-eight (28) weeks, less any period in respect of which severance, retirement or resignation allowance was previously paid.
- 22.07 If an employee is eligible for severance, calculations are based on the employee's average earnings over the final five (5) years subsequent to a maximum of forty (40) hours a week.
- 22.08 An employee who is at significant risk of death in the next twenty-six (26) weeks, upon submission of a certificate from a medical practitioner, shall be entitlement at the date of notice to transfer their severance into the employee's personal Registered Retirement Savings Plan, upon request.

Article 30 – Shift Differential

- 30.01 An employee who works outside the hours of 6:00 am to 6:00 pm shall receive a shift premium of 10% of her base hourly salary for each eligible hour.

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Agreement in Principle on Amended recognition clause:

The parties agree in principle on their intention to submit a joint application to the CIRB to request the consolidation of the bargaining certificates and agree on the draft amended recognition clause below.

Current bargaining certificates:

City of Whitehorse – All Employees: Board Order No.: 8527-U; superceding Board Order No.: 7487-U:

“all employees of the City of Whitehorse, excluding mayor’s secretary, city manager, director of operations, director of administrative services, manager of public works, manager of planning services, manager of engineering and environmental services, manager of building inspections, manager of parks and recreation, manager of transit, fire chief, manager of financial services, manager of information systems, manager of human resources, manager of maintenance and safety services, manager of by-law services, assistance city clerk, transit assistant, administrative services secretary, operations secretary, human resources specialist, human resources secretary, and employees covered by other certificates issued by this Board”

City of Whitehorse – Transit: Board File 555-4170:

“all transit workers employed by the City of Whitehorse in Whitehorse, Yukon excluding the Transit Manager and the Transit Assistant.”

Amended recognition clause:

City of Whitehorse – All Employees:

“all employees of the City of Whitehorse, excluding mayor’s secretary, city manager, director of operations, director of administrative services, manager of public works, manager of planning services, manager of engineering and environmental services, manager of building inspections, manager of parks and recreation, manager of transit, fire chief, manager of financial services, manager of information systems, manager of human resources, manager of maintenance and safety services, manager of by-law services, assistance city clerk, transit assistant, administrative services secretary, operations secretary, human resources specialist, human resources secretary, and employees covered by other certificates issued by this Board”

The parties acknowledge that *Board File 555-4170* will be consolidated with *Board Order No.: 8527-U*.

