



File: 2122 – 45.03 – 3

Date: May 16, 2022

TO: All PSAC/YEU Members Employed with the City of Whitehorse – All Employees, 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 38.01*).
 - **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.
- **Compassionate, Sick, and Compensatory Leaves:**
 - Compassionate leave options have been increased and expanded, while both Sick and Compensatory Leaves have also received 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:

Shauna Murphy-Rodriguez, Committee Member
Gary McKone, Committee Member
Jeremy Raymond, Committee Member
Dale Cebuliak, 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 13 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%

2.01 (c) "Standard Hours of Work" are those which are set out in Schedule A and shall also be used for the purpose of calculating overtime, **and may be amended by mutual agreement between the Employer and the employee as outlined in the Schedule A general notes.**

8.01 Overtime and/or standby hours earned by an employee may at the employee's option be accrued as compensatory leave at the applicable overtime provision. In any calendar year, employees may only use a maximum ~~equivalent of three standard work weeks~~ **of one hundred and sixty (160) hours** of compensatory leave for leave requests, subject to section 8.03. Any remaining compensatory leave shall be paid out at a time convenient to the employee subject to the restrictions in section 8.02.

10.09 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.

11.08 In any calendar year in which an employee has not taken all of the vacation leave credited to him, the unused portion of his 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 11.08(a), employees who have completed 15 years of service with the Employer ~~may at their discretion~~ **will** carry over two (2) years of vacation leave credits, and employees who have completed 25 years of service with the Employer ~~may at their discretion~~ **will** carry over three (3) years of vacation credits, prior to the pay-out provided for in clause 11.08(a) having application. ~~The City will provide a generic notice to all employees to remind them of this provision prior to December 1st each year.~~

12.01 b) Subject to section 12.02, an employee ~~shall be entitled to time off with pay for a maximum period of five days~~ **will be provided with two standard work weeks of sick leave with pay** per calendar year. Absences in excess of ~~three~~ **1 consecutive standard work week** consecutive

~~working shifts~~ shall be governed by section 12.03 of this article and must be accompanied by documentation as outlined in the Wage Indemnity and/or Long Term Disability policies.

13.01 c) Employees will have up to twelve (12) months to access bereavement leave with pay where there has been a death in the employee's immediate family. Employees may choose to split this leave into two (2) separate parts.

13.03 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.

13.08 amend to rename as **Compassionate Leave** and include the following to align with the *Employment Insurance Act*:

c) 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.

d) 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.

renumber the remainder of the article accordingly.

20.05 All permanent employees designated by the City as requiring CSA approved safety boots shall be reimbursed for such safety boots ~~once per each~~ calendar year, up to a maximum of ~~\$200~~ **\$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.

20.07 Permanent employees occupying positions in the classification of Heavy Equipment Mechanic who will have completed 12 months of continuous employment as at December first of that year will be eligible for a tool allowance.

a) Eligible employees will receive a tool allowance in the amount of ~~750.00~~ **\$1,200.00** maximum, to be paid during the month of January for the year prior on an annual basis. This allowance is to assist in defraying the employee's cost of replacing tools used in the performance of his regular duties.

26.01 Where an employee is disciplined causing a reprimand to be documented and placed on the employee's file in the Department of Human Resources, such document shall be retained on the

file for a maximum time period following the date of the reprimand in accordance with this section.

Oral Reprimand 6 **worked** months

Written Reprimand 12 **worked** months

Suspension 12 **worked** months

- 28.01 Should any difference arise between the parties bound by this Agreement concerning its interpretation, application and operation or alleged violation thereof, an earnest effort shall be made to settle the matter promptly in the following manner:

Pre-Grievance Meeting

Prior to filing a formal grievance an employee, who may be assisted by a Union Representative, shall discuss the matter or complaint with their ~~immediate supervisor~~ **Manager who will be assisted by Human Resources, within seven (7) calendar days of the matter or complaint occurring or becoming apparent.** The ~~discussion~~ **pre-grievance meeting** shall take place within seven ~~working~~ **calendar** days of the ~~matter or complaint occurring or becoming apparent.~~ **notification.** If the matter or complaint is not resolved ~~at the pre-grievance meeting within seven working days,~~ **at the pre-grievance meeting** within seven ~~working~~ **calendar** days, the employee may proceed to Step 1 by filing a written grievance with the ~~Department of Human Resources~~ identifying the specific clauses of the collective agreement he believes have been contravened. The grievance shall be filed within 14 ~~calendar working~~ **calendar** days of the pre-grievance meeting.

Step 1 The employee, assisted by his Union, shall take the grievance up with **Human Resources, who will appoint a Manager to hear the grievance within ten (10) calendar days.** ~~the employee's Manager, who shall respond to the grievance within seven working days.~~ Failing settlement at Step 1 the employee may proceed to Step 2 by filing a written notice of intent to ~~the Human Resources Department~~ **within seven working ten (10) calendar** days of the Step 1 decision.

Step 2 The employee, assisted by his Union, shall ~~take present~~ **take present** the grievance ~~up with Human Resources, who will appoint to a Divisional Director to hear the grievance within seven ten (10) calendar days.~~ **up with Human Resources, who will appoint to a Divisional Director to hear the grievance within seven ten (10) calendar days.** ~~Failing settlement at Step 2 the employee may proceed to Step 3 by filing a written notice of intent to Human Resources within~~ **Failing settlement at Step 2 the employee may proceed to Step 3 by filing a written notice of intent to Human Resources within** ~~If a satisfactory settlement cannot be reached within 14 calendar working days of receipt of the Step 2 decision.~~ **14 calendar working** days of receipt of the Step 2 decision. ~~grievance by the Divisional Director, the employee may proceed to Step 3.~~

Step 3 – Arbitration

Failing settlement at Step 2 or Step 2(a) of the Grievance Procedure, either party may advance the grievance to Arbitration by written notification to the other within 30 calendar days of receipt of the Step 2 or Step 2 (a) decision. By mutual agreement, a single arbitrator may be appointed to hear the grievance.

Appendix A

Casual Employees

Article 10 – General Holidays

~~A casual employee shall receive statutory holidays as set out in this agreement provided they have worked a minimum of five shifts prior to the statutory holiday.~~

A casual employee who is scheduled to work on the day on which a statutory holiday falls

shall be entitled to regular pay for the hours worked and additional pay in accordance with the provisions of the Yukon Employment Standards Act.

General Notes:

Add:

The *Hours of Work Day* and *Standard Days of Week* can be amended outside those days and hours outlined in Schedule A with mutual agreement between the Employer and the employee.

NEW LOU XX – Re: Pension Plan

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.

NEW LOU XX – Re: Compressed Work Week

The Union and the Employer will engage in joint consultation during the life of this agreement, and prior to the Employer proposing an administrative directive on compressed work weeks for the bargaining unit.

NEW LOU XX - Re: Superscript #5:

Hours of work for non-permanent employees shall be 8 or 10 hours per day.

From April 30 to September 30 inclusive permanent employees work between the hours of 0700-1730 Mon to Fri

From October 1 to April 29 inclusive permanent employees work between the hours of 0500 – 0100 Sun to Sat

This applies only to employees hired prior to March 31, 2022 who will retain these rights as long as they remain in the position/or positions, they held as of March 31, 2022. Employees will forfeit this right if they transition into a different position, with the exception to the periods outlined in article 25.03.

RENEW LOUs

#6 – amended to remove all names except Vanessa Brault and Mike Merrett. *(Lyne LeBlond included in bargaining notes based on current transfer and subject to art 25.03).*

#7

#8 – incorporate into article 23

#13

#14

#21

LOU 9 – renew existing with addition:

Within 12 months of ratification, the Parties will meet to discuss a replacement for LOU 9. Should the parties not agree, LOU 9 will expire 12 months from ratification.

Schedule A

Format below with Hours of Work Day column and Standard Days of Week column removed

PSAC Local Y023 - Schedule A		ALL RECENT CHANGES IN RED					29-Jul-21
JE #	Position Title	Salary Range	Hours of Work	Hours Per Day	Split Shifts	Meal Break Hours	
31	Admin Assistant 1, Planning & Building Services	8	35	7	No	1	
110	Admin Assistant 2, Planning & Building Services	11	35	7	No	1	
120	Admin Assistant, Bylaw Services	8	35	7	No	1	
164	Admin Assistant, Casual/Temporary	6	By Agr.	By Agr.	Yes by Agr.	0.5 or 1	
194	Admin Assistant, Operations	8	35	7	No	1	
89	Admin Assistant, Parks & Community Development	8	35	7	No	1	
182	Admin Assistant, Rec & Facility Services	8	35	7	No	1	
102	Admin Assistant, Water & Waste Services	9	40	8	No	1	
83	Administrator, Network	13	35	7	No	1	
272	Administrator, Systems	13	35	7	No	1	
44	Agent, Facility Booking	9	35	7	yes	1 or 0.5 ⁽³⁾	
193	Analyst 3, Financial	12	35	7	No	1	
221	Analyst Jr., Policy	11	35	7	No	1	
165	Analyst, Business	12	35	7	Yes by Agr.	1	
274	Analyst, Financial	9	35	7	No	1	
256	Analyst, Financial Systems	12	35	7	No	1	
225	Analyst, Policy	14	35	7	No	1	
289	Assitant, Administrative Fire	7	35	7	No	1	
213	Attendant, Corporate Events	4	By Agr.	By Agr.	Yes by Agr.	0.5 or 1	
259	Attendant, Express Lane	1	35	7	No	1	
43	Attendant, Facility	8	40	8 or 10	Yes by Agr.	1 or 0.5 ⁽³⁾	
46	Attendant, Facility Park	8	40	8 or 10*	Yes by Agr.	1 or 0.5 ⁽³⁾	
88	Attendant, Parking Meter	6	40	8	No	1	
257	Attendant, Robert Service Campground	5	40	8 or 10	No	0.5	
214	Carpenter, Building Maintenance	12	40	8 or 10	No	0.5	
222	Clerk 1, Accounts Receivable	8	35	7	No	1	
25	Clerk 2, Accounts Receivable	10	35	7	No	1	
1	Clerk, Accounts Payable	9	35	7	No	1	
24	Clerk, Council Services	8	35	7	No	1	
148	Constable, Bylaw Education	12	40	8 or 10	Yes	1	

Y023 - Schedule A - Alphabetical Order

PSAC Local Y023 - Schedule A		ALL RECENT CHANGES IN RED				29-Jul-21
JE #	Position Title	Salary Range	Hours of Work	Hours Per Day	Split Shifts	Meal Break Hours
17	Constable, Bylaw Services	11	40	8	No	0.5
117	Constable, Student Bicycle	6	40	8	No	1
146	Constable, Traffic	8	40	8	No	0.5
187	Coordinator 1, Environmental	10	35	7	No	1
236	Coordinator 1, Recreation	11	35	7	Yes	1
283	Coordinator 1, Sustainability	11	35	7	No	1
39	Coordinator 2, Environmental	14	35	7	No	1
284	Coordinator 2, Sustainability	13	35	7	No	1
205	Coordinator, Activity	10	35	7	Yes	1
241	Coordinator, Aquatics	10	35	7	Yes	1 or 0.5 ⁽³⁾
170	Coordinator, Corporate Events	10	35	7	No	1
189	Coordinator, Economic Development	13	35	7	No	1
37	Coordinator, Engineering	9	35	7	No	1
159	Coordinator, Fitness	10	35	7	Yes	1
273	Coordinator, IT Project	13	35	7	No	1
183	Coordinator, Marketing & Communications	11	35	7	Yes	1 or 0.5 ⁽³⁾
277	Coordinator, Policy Project	13	35	7	No	1
270	Coordinator, Program	11	40	8 or 10	Yes by Agr.	1 or 0.5
261	Coordinator, Project	11	35	7	No	1 or 0.5
275	Coordinator, Projects & Trails	11	40	8 or 10	Yes by Agr.	1 or 0.5
118	Coordinator, Subdivision & Lands	13	35	7	No	1
251	Coordinator, Trails	9	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾
26	Crew Leader, Cemetery	10	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾
23	Crew Leader, Concrete Maintenance	10	40	10	No	0.5
27	Crew Leader, Gen Maintenance & Playgrounds	11	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾
28	Crew Leader, Grounds	10	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾
210	Crew Leader, Irrigation	10	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾
211	Crew Leader, Trails	10	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾
154	Electrical Controls Person, Utility	11	40	10	No	0.5

Y023 - Schedule A - Alphabetical Order

PSAC Local Y023 - Schedule A		ALL RECENT CHANGES IN RED					29-Jul-21
JE #	Position Title	Salary Range	Hours of Work	Hours Per Day	Split Shifts	Meal Break Hours	
36	Electrical Person, Utility	12	40	8 or 10	No	0.5	
10	Electrician, Building Maintenance	12	40	8 or 10	No	0.5	
278	Engineer, Transportation	15	35	7	No	1	
61	Instructor/Lifeguard	6	35	7	Yes	1 or 0.5 ⁽³⁾	
218	Intern 1, Engineering	4	35	7	No	1	
217	Intern 1, Planning	2	35	7	No	1	
229	Intern 2, Engineering	5	35	7	No	1	
233	Intern 2, Planning	4	35	7	No	1	
230	Intern 3, Engineering	6	35	7	No	1	
234	Intern 3, Planning	6	35	7	No	1	
231	Intern 4, Engineering	7	35	7	No	1	
235	Intern 4, Planning	6	35	7	No	1	
19	Labourer, Challenge	1	By Agr.	By Agr.	No	n/a	
290	Labourer, Equipment Maintenance	5	40	8	No	1	
207	Labourer, Household Hazardous Waste	3	N/A	8	N/A	1	
63	Labourer, Parks & Rec	5	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾	
114	Labourer, Shipyards Park	6	40	8	Yes by Agr.	0.5	
180	Labourer, Sign Shop	5	40	10	No	0.5	
262	Labourer, Transportation	6	40	10	No	0.5	
254	Labourer, Waste Services	5	40	10	No	0.5	
258	Labourer, Water Services	5	40	8 or 10	No	0.5	
223	Leadhand, Compost	11	40	8	No	1	
209	Leadhand, Equipment Maintenance	13	40	10	No	0.5	
204	Leadhand, Operations	13	40	8 or 10	No	0.5	
91	Leadhand, Parks	14	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾	
166	Leadhand, Program	12	35	7	Yes	1	
291	Leadhand, Traffic Systems	12	40	10	No	0.5	
131	Leadhand, Transportation	13	40	10	No	0.5	
224	Leadhand, Utility Stations	14	40	8 or 10	No	1	
300	Leadhand, Utility Systems	13	40	10	No	0.5	

Y023 - Schedule A - Alphabetical Order

PSAC Local Y023 - Schedule A		ALL RECENT CHANGES IN RED					29-Jul-21
JE #	Position Title	Salary Range	Hours of Work	Hours Per Day	Split Shifts	Meal Break Hours	
192	Leadhand, Waste Services	9	40	8	No	1	
121	Maintenance Person 1, System	9	40	10	No	0.5	
137	Maintenance Person 1, Water Meter	10	40	10	No	0.5	
188	Maintenance Person 2, Parks	8	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾	
122	Maintenance Person 2, System	13	40	10	No	0.5	
86	Maintenance Person, Outdoor Rinks	7	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾	
92	Maintenance Person, Parks	7	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾	
115	Maintenance Person, Sign Shop	8	40	10	No	0.5	
11	Mechanic, Building Maintenance	12	40	8 or 10	No	0.5	
56	Mechanic/Welder, Heavy Duty Equip.	12	40	10	No	0.5	
3	Monitor, Activity	5	35	7	Yes	1 or 0.5 ⁽³⁾	
191	Officer 1, Compliance	8	40	8	No	1	
215	Officer Sr., Procurement	14	35	7	No	1	
32	Officer, Development	12	35	7	No	1	
145	Officer, Engineering Projects	16	35	7	No	1	
280	Officer, Engineering Projects (Vertical)	15	35	7	No	1	
252	Officer, Purchasing	10	35	7	No	1	
279	Officer, Sr. Development	13	35	7	No	1	
190	Officer, Waste Diversion Technical Assistance	10	35	7	No	1	
14	Official, Building/Plumbing	12	35	7	No	1	
57	Operator 1, Heavy Equipment	9	40	10	No	0.5	
198	Operator 1, Utility Stations	9	40	8 or 10	No	1	
58	Operator 2, Heavy Equipment	10	40	10	No	0.5	
199	Operator 2, Utility Stations	12	40	8 or 10	No	1	
263	Operator 3, Heavy Equipment	11	40	10	No	0.5	
271	Operator, Compost Facility	9	40	8 or 10	No	1 or 0.5	
45	Operator, Facility	9	40	8	No	0.5 ⁽³⁾	
201	Operator in Training, Utility Stations	6	40	8 or 10	No	1	
298	Operator in Training, Utility Systems	7	40	10	No	0.5	
87	Operator, Packer	8	40	10	No	0.5	

Y023 - Schedule A - Alphabetical Order

PSAC Local Y023 - Schedule A		ALL RECENT CHANGES IN RED					29-Jul-21
JE #	Position Title	Salary Range	Hours of Work	Hours Per Day	Split Shifts	Meal Break Hours	
94	Operator, Water Truck	5	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾	
237	Parts Person, Equipment Maintenance	10	40	8	No	0.5	
90	Person, Irrigation	9	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾	
81	Person, Utility Mechanical	12	40	10	No	0.5	
97	Planner 2	13	35	7	No	1	
299	Planner, Assistant	11	35	7	No	1	
248	Representative 2, Client Services	9	35	7	No	1	
22	Representative, Client Services	7	35	7	No	1	
29	Representative, Customer Service –Indoor Facilities	7	35	7	Yes	1 or 0.5 ⁽³⁾	
111	Senior Planner	15	35	7	No	1	
266	Senior Project Technician, Operations	14	35	7	No	1	
281	Specialist Corporate Records & Information Management	15	35	7	No	1	
21	Specialist, Child Services	11	35	7	No	1	
52	Specialist, Fitness	9	35	7	Yes	1 or 0.5 ⁽³⁾	
53	Specialist, G.I.S./Database	12	35	7	No	1	
109	Specialist, Info Tech Security	12	35	7	No	1	
203	Specialist, Network & Telecommunications	10	35	7	No	1	
96	Specialist, Payroll	11	35	7	No	1	
101	Specialist, Projects	11	35	7	No	1	
124	Specialist, Technical Support	9	35	7	No	1	
250	Supervisor, Accounts Receivable	13	35	7	No	1	
292	Supervisor, Aquatic	15	35	7	Yes	1 or 0.5	
288	Supervisor, Asset Management	15	35	7	No	1	
119	Supervisor, Building Inspection	14	35	7	No	1	
12	Supervisor, Building Maintenance	15	40	8 or 10	No	0.5	
108	Supervisor, Bylaw Enforcement	15	40	8	No	1 or 0.5 ⁽⁵⁾	
30	Supervisor, Customer Service -Indoor Facilities	14	35	7	Yes	1	
40	Supervisor, Equipment Maintenance	15	40	8 or 10	No	0.5	
269	Supervisor, Financial Reporting	16	35	7	No	1	
66	Supervisor, Land Development	15	35	7	No	1	

Y023 - Schedule A - Alphabetical Order

PSAC Local Y023 - Schedule A		ALL RECENT CHANGES IN RED					29-Jul-21
JE #	Position Title	Salary Range	Hours of Work	Hours Per Day	Split Shifts	Meal Break Hours	
84	Supervisor, Operations	16	40	8 or 10	Yes by Agr.	1 or 0.5 ⁽³⁾	
93	Supervisor, Parks	14	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾	
47	Supervisor, Payroll	14	35	7	No	1	
160	Supervisor, Procurement	15	35	7	No	1	
293	Supervisor, Program	15	35	7	Yes	1	
106	Supervisor, Revenue Services	14	35	7	No	1	
132	Supervisor, Transportation	15	40	10	No	0.5	
134	Supervisor, Utility Stations	15	40	8 or 10	No	1	
135	Supervisor, Utility Systems	15	40	10	No	0.5	
178	Supervisor, Waste Services	14	40	8	No	1	
62	Team Leader, Aquatic	9	35	7	Yes	1 or 0.5 ⁽³⁾	
295	Technician, Senior - Building Systems	15	35	7	No	1	
136	Technician, Warehouse	8	40	8	No	1	
104	Technologist, Sr., Water & Waste	14	35	7	No	1	
238	Technologist 1, Private Development	13	35	7	No	1	
152	Technologist 2, Private Development	15	35	7	No	1	
7	Technologist, Auto CAD	11	35	7	No	1	
147	Technologist, Sr., Engineering	15	35	7	No	1	
65	Worker, Building Maintenance	7	40	8 or 10 ⁽⁵⁾	Yes by Agr.	0.5	

Y023 - Schedule A - Alphabetical Order

All items previously agreed to:

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.

7.02 The following conditions shall apply to only the Bylaw Services Constable, ~~Animal Control Constable~~, and ~~Bylaw~~ Parking Meter Attendant:

- (a) Start and finish times for the Bylaw Services Constable ~~and Animal Control Constable~~ tasked with animal control coverage may be extended outside the normal hours of work by mutual agreement between the Employer and the employee.
- (b) When a Bylaw Services Constable, ~~Animal Control Constable~~ and ~~Bylaw~~ Parking Meter Attendant is requested and agrees to report before his regular shift, the standard eight (8) hours shall be worked and the regular rate of pay shall apply.

8.04 Employees shall be compensated for hours of overtime worked at the rate of:

- (d) For purposes of this section, during the arena season only, the second day off for arena employees will be considered the second day of rest. During the summer season, permanent arena/parks employees who work ten (10) hours per day between Monday and Friday shall have Sunday considered to be their second day of rest. During the summer season, the second day off for casuals, temporary and **temporary non-permanent** employees will be considered the second day of rest.

8.08 The following conditions will apply when overtime work does not provide for an eight hour rest break between regular work days:

- (a) The employee shall be required to take an eight hour rest break before returning to work unless otherwise instructed by the Employer **and in compliance with the City's safety management program.**

9.03 The Employer shall on every second Wednesday pay to each hourly paid employee covered by this Agreement all wages earned by the employee to the Tuesday of the week previous to the pay period, ~~and to each biweekly paid employee covered by this Agreement all salary earned by the employee to the following Saturday.~~

9.05 Payment of salaries and wages will be made during normal working hours of the payday. All employees will be required to be on the automatic banking system for payroll deposit at the City of Whitehorse and will receive itemized pay stubs. Should the Employer not be able to pay employees as established in section 9.03, advances will be deposited into the employees' bank accounts. **All bank accounts need to be in a Canadian banking institution and must be in the name of the employee.**

9.12 The following conditions apply to all employees occupying positions set out in Schedule "A" of this Agreement:

- (d) Upon promotion to a higher classified position, an employee shall be placed in the step in the new position which represents a minimum increase of ten percent (10%) above

his salary at the time of the promotion with the following exceptions:

- (i) Where an ~~two-step~~ increase would result in a salary greater than the new Step 4,
in which case the employee shall be placed in Step 4.

- 10.01 In each calendar year the Employer shall give to each employee ~~thirteen (13)~~ **fourteen (14)** designated general holidays with pay which shall be taken in accordance with the specific provisions of this article.
- 10.03 An employee shall receive such holiday pay even if the holiday falls on a Saturday, Sunday, or on an employee's day of rest. The designated general holidays shall be:
New Year's Day
Heritage Day (Rendezvous)
Good Friday
Easter Monday
Victoria Day
~~National Aboriginal Day~~
National Indigenous People's Day
Canada Day
Discovery Day
Labour Day
National Day for Truth & Reconciliation
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
and any other day declared or proclaimed a holiday by the Canadian, Yukon or City of Whitehorse governments.
- 10.08 Bylaw Services Constables, ~~Animal Control Constables~~, Packer Operators, Parks and Trails Branch - Permanent Full-Time and Seasonal, Facility Park Attendants, Facility Operators and Facility Attendants:
(a) Notwithstanding sections 10.01 and 10.02, in lieu of the **fourteen (14)** ~~thirteen (13)~~ statutory holidays per year or portions thereof, Bylaw Services Constables, ~~Animal Control Constables~~, Packer Operators, Parks and Trails Branch - Permanent Full-Time and Seasonal Employees, Facility Park Attendants, Facility Operators and Facility Attendants, who are required to work statutory holidays as part of their regular duties, and the Bylaw Services Constables, ~~Animal Control Constables~~, Packer Operators, Parks and Trails Branch Permanent Full-Time and Seasonal Employees, Facility Park Attendants, Facility Operators and Facility Attendants who are required to act as holiday replacements, shall receive equal time off with pay for each of the **fourteen (14)** ~~thirteen (13)~~ statutory holidays or portions thereof to which they are entitled under this article.
- 11.04 Vacation leave may be taken at any time during the year provided the employee has applied in advance **in the electronic system** ~~on a vacation leave application form~~ and such leave has been approved.

- 13.10 Leave without pay may be granted to an employee under special circumstances where in the opinion of the Department manager the operational efficiency of the department will not be adversely affected.
- (a) All applications for leave without pay in excess of ten working days shall be subject to the approval of the **City Manager** ~~Division Director~~.
- 15.04 Employees cannot withdraw from the Group Registered Retirement Savings Plan until termination or retirement from their employment with the City of Whitehorse with the exception of withdrawals for **Federal Home Ownership Program**, Lifetime Learning Plan and/or settlements from marriage break-ups.
- 16.03 Unless the employee provides written direction otherwise to the Employer, the Yukon Bonus travel benefit shall be paid out as an ~~untaxed~~ benefit. Such benefit shall be automatically paid out in the pay period immediately following the entitlement date and prior to December 31st of each year, to qualified employees defined in sections 16.01 and 16.02 above.
- 17.02 The long service bonus shall become payable each completed 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.**
- 20.06 Bylaw ~~Services-Constables, Animal Control Constables~~ and Parking Meter Attendants shall have uniforms supplied by the Employer including suitable gloves during winter.
- (a) The Employer shall reimburse Bylaw ~~Services-Constables, Animal Control Constables~~ and Parking Meter Attendants for the cost of dry cleaning for each uniform item which is not washable as follows:
Parkas up to two dry cleanings per year
Jackets up to two dry cleanings per year
Trousers up to nine dry cleanings per year
Ties up to four dry cleanings per year
- (b) The Employer shall supply **wallet identification** badges to Bylaw ~~Services-Constables, Animal Control Constables~~ and Parking Meter Attendants who will be required to carry them at all times ~~when~~ ~~whether on or off duty~~ **as a means of identification** within the boundaries of the City of Whitehorse.
- (c) The issue, use, replacement and return of uniforms and **wallet identification** badges shall be governed by the policies set down in the **City's Administrative Directives or the Department's Standard Operating Procedures** ~~of the City~~.
- 20.07 Permanent employees occupying positions in the classification Heavy Equipment Mechanic who will have completed 12 months of continuous employment as at December first of that year will be eligible for a tool allowance.
- (a) Eligible employees will receive a tool allowance in the amount of \$750.00~~maximum~~, to be paid during the month of January for the prior year on an annual basis. This allowance is to assist in defraying the employee's cost of replacing tools used in the performance of his regular duties.
- 20.09 All permanent employees (excluding uniform personnel) will be eligible to receive a clothing allowance once per year.
- (a) ~~Subject to Appendix A,~~ The clothing allowance shall be three hundred dollars (\$300.00)

per year and will be paid in the month following **after** completion of one year of continuous service and each year thereafter. **Such benefit shall be automatically paid out in the pay period immediately following the entitlement date and prior to December 31st of each year on the employee's anniversary date.**

~~20.10 Subject to Appendix A, all permanent employees will be eligible to receive a vision care allowance once every two year period to a maximum of \$400.00.~~

~~(a) The allowance in 20.10 will be paid to the total amount of submitted receipts for prescription eyeglasses or contact lenses and/or eye exams for the employee and any member of the employee's immediate family as defined in article 13.01(b).~~

21.22 Recall notice to Seasonal Positions shall be ~~by certified mail~~ **sent** to the employee's last **email** address on record with the Employer. It is the responsibility of each employee to notify the Employer promptly in writing of any change of **email** address. When recalled, an employee must indicate his intention to return to the employment of the City within ten 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 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.

Schedule "A" General Notes:

~~Subject to section 9.12 of this Agreement, an employee required to operate the Track Excavator shall be paid acting pay at the Heavy Equipment Operator 2 rate plus a premium of thirty cents (\$0.30) per hour.~~

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Appendix A - re-order of benefits per status as follows:

APPENDIX “A”

P.S.A.C Local Y023

Employees shall be entitled to the following: (This is just a reference, please refer to the referenced article for details)

Permanent Employees

Article

- 9.12 (m) - The salary of each employee shall, subject to sections 9.12(n) and 9.12(o), be increased annually on his increment date by one step where his salary falls on an increment or by five percent (5%) where his salary falls between increments until he reaches the Step 4 level.
- 10.03 - Statutory Holidays
- 10.08 - Time off in Lieu of Statutory Holidays Applies to select positions)
- 10.09 – Statutory Holiday Equalization Payments
- 11.01 - Vacation
- 12.01 (a) - Non occupational illness or Accident Notification (Employees must complete 90 calendar days of continuous service)
- 12.01 (b) – Sick Leave vs WI or LTD12.01(e) - Medical, Dental, Optical Appointments and to attend Funerals (90 calendar days of continuous service)
- 12.02 - Sick Penalty – Pay
- 12.03 – Wage Indemnity (eligible after first 90 days)
- 12.05 - Long Term Disability (17 weeks waiting period)
- 12.06 – Attendance Bonus
- 13.01 – Bereavement Leave
- 13.02 - Marriage Leave (Eligible after 6 months of continuous service)
- 13.03 - Birth/Adoption Leave
- 13.04 - Jury Duty/Court Leave
- 13.05 - Injury on Duty Leave
- 13.06 – Maternity Leave (Eligibility after completion of one-year continuous employment)
- 13.07 – Parental/Adoption Leave
- 13.08 – Compassionate Care Leave/Illness in the Immediate Family
- 13.09 – Part-time Return to work under Articles 13.06 and 13.07
- 13.10 – Leave Without Pay
- 13.11 – Unspecified Leave (Upon completion of 6 months’ continuous service)
- 14.02 - Extended Health, Life, Accidental Death and Dismemberment (on the first of the month following 60 days of continuous employment)
- 14.04 - Dental (effective the first of the month following the completion of 60 days of continuous employment)
- 15.01 - Registered Retirement Savings Plan (RRSP)
- 16.01 – Yukon Bonus (after 2 years of continuous employment)
- 17.01 - Long Service Bonus (upon completion of five years of continuous service)
- 19.08 - Bus Pass
- 19.09 - Canada Games Centre Pass
- 20.05 - Safety Boot Allowance (employees designated by the City)
- 20.06 – Uniforms for Bylaw Services
- 20.07 - Tool Allowance (employees designated by the City)
- 20.09 - Clothing Allowance (excluding uniform personnel)
- 22.01 - Severance Pay

- 33.01 – Shift Differential (employees who work outside the hours of 6:00am to 6:00pm and an employee who works between 6:00pm on Friday and 6:00am on Monday)
- 37 – Job Share

Seasonal Employees

Seasonal employees shall be entitled to the same provisions of the collective agreement as permanent employees, but shall be pro-rated based on a full calendar year.

Article

- 9.12 (m) - The salary of each employee shall, subject to sections 9.12(n) and 9.12(o), be increased annually on his increment date by one step where his salary falls on an increment or by five percent (5%) where his salary falls between increments until he reaches the Step 4 level.
- 10.03 - Statutory Holidays
- 10.08 - Time off in Lieu of Statutory Holidays (Applies to select positions)
- 10.09 – Statutory Holiday Equalization Payments (Applies to select positions)
- 11.01 - Vacation (A seasonal employee shall receive vacation pay at the accrual rate listed in article 11.01. Years of continuous service as outlined in 11.01 shall be calculated on a pro-rated basis; i.e. if an employee works six months per year for a period of six years, they would move to 10%. However, seasonal employees who are scheduled to work eight (8) or more months per calendar year will accrue vacation leave.)
- 12 – Illness: A Seasonal employee shall accrue such leave credits at the rate of one day per month for each month in which the employee receives an equivalent of two standard work weeks of pay. This sick leave provision is to be construed as an insurance and not as a benefit that would be paid to the employee if not used.
- 13.01 – Bereavement Leave
- 13.02 - Marriage Leave (Eligible after 6 months of continuous service)
- 13.03 - Birth/Adoption Leave
- 13.04 – Jury Duty/Court Leave
- 13.05 - Injury on Duty Leave
- 13.06 - Maternity Leave (after completion of one-year continuous employment)
- 13.07 – Parental/Adoption Leave (Should qualify under EI Act)
- 13.08 – Compassionate Care Leave/Illness in the Immediate Family
- 13.09 – Part-time Return to work under Articles 13.06 and 13.07
- 13.10 – Leave Without Pay
- 13.11 – Unspecified Leave (Upon completion of 6 months’ continuous service)
- 14.02 - Extended HealthLife, Life, Accidental Death and Dismemberment (Seasonal employees may carry the benefit package throughout the year. The employer’s share of the benefit premium shall only be paid during periods of work).
- 14.04 - Dental
- 15.01 - Registered Retirement Savings Plan (RRSP)
- 16.02 – Yukon Bonus (after 2 years of continuous employment)
- 17.01 - Long Service Bonus
- 19.08 - Bus Pass
- 19.09 - Canada Games Centre Pass
- 20.05 - Safety Boot Allowance (employees designated by the City)
- 20.06 – Uniforms for Bylaw Services
- 20.07 - Tool Allowance (employees designated by the City)
- 20.09 - Clothing Allowance (excluding uniform personnel)
- 22.01 - Severance Pay

33.01 – Shift Differential (employees who work outside the hours of 6:00am to 6:00pm and an employee who works between 6:00pm on Friday and 6:00am on Monday)

Temporary Employees

Article

9.12 – Salaries, Wages & Classification (An employee in a temporary position shall receive an increment after having reached 52 weeks of cumulative service in the same pay band, provided no break in service is greater than nine (9) months).

10.03 – Statutory Holidays (A Temporary Employee shall receive shall receive statutory holidays as set out in this agreement provided they have worked a minimum of five shifts prior to the statutory holiday).

10.08 - Time off in Lieu of Statutory Holidays (Applies to select positions)

11.01 - Vacation Pay – (A Temporary Employee shall receive vacation pay at the rate of 6% of gross pay at each pay period).

12 - ILLNESS

Sick Leave/Non occupational illness or Accident (A Temporary Employee shall accrue such leave credits at the rate of one day per month for each month in which the employee receives an equivalent of two standard working weeks of pay. This sick leave provision is to be construed as an insurance and not as a benefit that would be paid to the employee if not used).

13.01 – Bereavement Leave

13.03 - Birth/Adoption Leave

13.04 – Jury Duty/Court Leave

13.08 – Compassionate Care Leave/Illness in the Immediate Family

13.10 – Leave Without Pay

19.08 - Bus Pass

19.09 - Canada Games Centre Pass

20.06 – Uniforms for Bylaw Services

33.01 – Shift Differential (employees who work outside the hours of 6:00am to 6:00pm and an employee who works between 6:00pm on Friday and 6:00am on Monday)

Casual Employees

Article

9.12 - Salary Increment (A casual employee shall advance on the wage grid after 1800 hours of work or 2 calendar years, whichever occurs first).

10.03 - Statutory Holidays (A Casual employee shall receive statutory holidays as set out in this agreement, provided they have worked a minimum of 5 shifts prior to statutory holiday).

11.01 - Vacation Pay – (A Casual Employee shall receive vacation pay at the rate of 4% of gross earning at each pay period)

19.08 - Bus Pass

19.09 - Canada Games Centre Pass

20.06 – Uniforms for Bylaw Services

33.01 – Shift Differential (employees who work outside the hours of 6:00am to 6:00pm and an employee who works between 6:00pm on Friday and 6:00am on Monday)

Part-Time Employees

Part-time employees shall be pro-rated based on full time equivalency

Article

9.12 (m) - The salary of each employee shall, subject to sections 9.12(n) and 9.12(o), be increased annually on his increment date by one step where his salary falls on an increment or by five percent (5%) where his salary falls between increments until he reaches the Step 4 level.

10.03 - Statutory Holidays (Part-time Employees shall be compensated for statutory holidays in accordance with their Employee Status. The number of hours to be paid shall be established by averaging the regular number of hours worked and number of hours of paid leave taken during the employees previous 10 scheduled days of work.)

11.01 - Vacation (Accrual rate is based on length of service)

12.01 (a) - Non occupational illness or Accident Notification

(The leave with pay provided in this article shall be provided to part-time employees on the same basis as that provided to full-time employees but shall be earned at the same proportion that a part-time employee's normal hours of work bear to the normal hours of work of full-time employees in the same classification. That is, if a part-time employee works 50% of the regular full-time hours, the part-time employee received 50% of full time sick leave accumulation)

Part time employees are eligible for the provisions of article 12 if it applies to their employee status and if they meet the basic eligibility criteria for the carrier.)

12.01 (b) – Sick Leave vs WI or LTD

12.01(e) - Medical, Dental, Optical Appointments, Funeral Attendance (90 calendar days of continuous service)

12.02 - Sick Penalty – Pay

12.03 – Wage Indemnity (eligible after first 90 days)

12.05 - Long Term Disability (17 weeks waiting period)

12.06 – Attendance Bonus

13.01 – Bereavement Leave

13.02 - Marriage Leave (Eligible after 6 months of continuous service)

13.03 - Birth/Adoption Leave

13.04 – Jury Duty/Court Leave

13.05 - Injury on Duty Leave

13.06 - Maternity Leave (Eligibility after completion of one-year continuous employment)

13.07 – Parental/Adoption Leave (Should qualify under EI Act)

13.08 – Compassionate Care Leave/Illness in the Immediate Family

13.10 – Leave Without Pay

13.11 – Unspecified Leave (Upon completion of 6 months' continuous service)

14.02 - Extended Health, Life, Accidental Death and Dismemberment (on the first of the month following 60 days of continuous employment)

14.04 - Dental (effective the first of the month following the completion of 60 days of continuous employment)

15.01 - Registered Retirement Savings Plan (RRSP)

16.01 – Yukon Bonus (after 2 years of continuous employment)

17.01 - Long Service Bonus (upon completion of five years of continuous service)

19.08 - Bus Pass

19.09 - Canada Games Centre Pass

20.05 - Safety Boot Allowance (employees designated by the City)

20.06 – Uniforms for Bylaw Services

20.07 - Tool Allowance (employees designated by the City)

- 20.09 - Clothing Allowance (excluding uniform personnel)
- 22.01 - Severance Pay
- 33.01 – Shift Differential (employees who work outside the hours of 6:00am to 6:00pm and an employee who works between 6:00pm on Friday and 6:00am on Monday)

Term Employees

Term employees receive the same terms and conditions as permanent employees. At the end of the term, the employment relationship is terminated, unless the Parties agree otherwise

Article

- 9.12 (m) - The salary of each employee shall, subject to sections 9.12(n) and 9.12(o), be increased annually on his increment date by one step where his salary falls on an increment or by five percent (5%) where his salary falls between increments until he reaches the Step 4 level.
- 10.03 - Statutory Holidays
- 10.08 - Time off in Lieu of Statutory Holidays (Applies to select positions)
- 10.09 – Statutory Holiday Equalization Payments (Applies to select positions)
- 11.01 - Vacation
- 12.01(a) - Sick Leave/Non occupational illness or Accident (must complete 90 days before eligible)
- 12.01 (b) – Sick Leave vs WI or LTD
- 12.01(e) - Medical, Dental, Optical Appointments and to attend Funerals (90 calendar days of continuous service)
- 12.02 - Sick Penalty – Pay
- 12.03 – Wage Indemnity (eligible after first 90 days)
- 12.05 - Long Term Disability (17 weeks waiting period)
- 12.06 – Attendance Bonus
- 13.01 – Bereavement Leave
- 13.02 - Marriage Leave (Eligible after 6 months of continuous service)
- 13.03 - Birth/Adoption Leave
- 13.04 – Jury Duty/Court Leave
- 13.05 - Injury on Duty Leave
- 13.06 - Maternity Leave (Eligibility after completion of one-year continuous employment)
- 13.07 – Parental/Adoption Leave (Should qualify under EI Act)
- 13.08 – Compassionate Care Leave/Illness in the Immediate Family
- 13.09 – Part-time Return to work under Articles 13.06 and 13.07
- 13.10 – Leave Without Pay
- 13.11 – Unspecified Leave (Upon completion of 6 months’ continuous service)
- 14.02 - Extended Health Life, and Accidental Death and Dismemberment (on the first of the month following 60 days of continuous employment)
- 14.04 - Dental (effective the first of the month following the completion of 60 days of continuous employment)
- 15.01 - Registered Retirement Savings Plan (RRSP)
- 16.01 – Yukon Bonus (after 2 years of continuous employment)
- 19.08 - Bus Pass
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- 20.05 - Safety Boot Allowance (employees designated by the City)
- 20.06 – Uniforms for Bylaw Services
- 20.07 - Tool Allowance (employees designated by the City)
- 20.09 - Clothing Allowance (excluding uniform personnel)
- 22.01 - Severance Pay

33.01 – Shift Differential (employees who work outside the hours of 6:00am to 6:00pm and an employee who works between 6:00pm on Friday and 6:00am on Monday)