

AGREEMENT BETWEEN:

THE CITY OF WHITEHORSE



AND:

PUBLIC SERVICE ALLIANCE OF CANADA,

LOCAL Y046



COLLECTIVE AGREEMENT FOR THE PERIOD:

SEPTEMBER 1, 2021 to AUGUST 31, 2026

Highlighted text indicates substantive changes (new, amended or deleted provisions)

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THIS AGREEMENT entered into this ____ day of _____, 2023.

BETWEEN:

THE CITY OF WHITEHORSE

2121 Second Avenue
Whitehorse, Yukon Y1A 1C2

(referred to as the “Employer” or the “City”)

**AND: PUBLIC SERVICE ALLIANCE OF CANADA/YUKON EMPLOYEES UNION,
LOCAL Y046**

100 - 2285 Second Avenue
Whitehorse, Yukon Y1A 1C9

(referred to as the “Union”)

(collectively referred to as the “Parties”)

THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1: PURPOSE

1.01 It is the purpose of this Collective Agreement (referred to as the “Agreement” or the “Collective Agreement”) to promote and maintain harmonious relations between the Employer and employees; to provide an amicable method of settling grievances or differences that may possibly arise, and set forth rates of pay, hours of work and other conditions of employment.

ARTICLE 2: INTERPRETATION

Interpretation

2.01 In this Agreement, the following provisions apply.

Replacement of Previous Agreements

(a) The previous Collective Agreement between the Employer and the Public Service Alliance of Canada/Yukon Employees Union, Local Y023 (September 1, 2017 to August 31, 2021) and the previous Collective Agreement between the Employer and the Public Service Alliance of Canada/Yukon Employees Union Local Y022, Transit (September 1, 2017 to August 31, 2021), are replaced by this Agreement between the Employer and the Public Service Alliance of Canada/Yukon Employees Union, Local Y046 (September 1, 2021 to August 31, 2026).

Application to Transit Department Employees and Appendix B

- (b) Articles 1 to 38 and Schedule “A” apply to all employees, including Transit Department Employees, represented by the Public Service Alliance of Canada/Yukon Employees Union Local Y046, in accordance with the terms of each of those provisions, subject to subparagraph (i).
 - (i) Appendix “B” which is attached to and forms part of this Agreement, contains provisions specific to Transit Department Employees. Appendix “B” shall be read in conjunction with the rest of the Agreement. However, if there is a conflict between a provision of Appendix “B” and any other provision of this Agreement, the provision of Appendix “B” prevails to the extent of the conflict in its application to Transit Department Employees.

Appendix A

- (c) Appendix “A” which is attached and forms part of this Agreement, contains a summary, for reference purposes only, of provisions applicable to each category of employment but does not apply to Transit Department Employees.

Schedule A

- (d) Schedule “A”, which is attached to and forms part of this Agreement, contains in Part 1, salary ranges, hours of work, hours per day, split shifts and meal break hours for employees and in Part 2, pay schedules for employees.

Interpretive Rules

- (e) The word “may” shall be regarded as permissive and the word “shall” shall be regarded as imperative.
- (f) Words in the singular include the plural and words in the plural include the singular where the context so requires.

Definitions

- (g) “Continuous Service Date” means the date an individual is hired as a Permanent Employee or, where an employee has prior service in a term, casual and/or temporary capacity, the date that reflects continuous work, with no break in employment, greater than four consecutive work weeks immediately prior to becoming a Permanent Employee.
- (h) “Project” means a group of Tasks uniquely and temporarily combined to produce a specific outcome over a period of two years or less.
- (i) “Standard Hours of Work” are those which are set out in Part 1 of Schedule A and shall also be used for the purpose of calculating overtime.
- (j) “Tasks” are those work activities which, when combined, comprise the duties to be performed by an employee as described in a position description.

- (k) "Transit Department Employee" means an employee who would have been covered by the Collective Agreement for Local Y022, Transit, if that Agreement had not been replaced by this Agreement.

Employee Status

2.02 In this Agreement, the following provisions apply.

- (a) "Casual Employee" means an employee who is hired on an irregular or unscheduled basis. A Casual Employee may work up to a maximum of 60 consecutive shifts. If the employment exceeds 60 consecutive shifts, or the employee works 780 hours in a 12 month period, then the employee shall be deemed to be a Temporary Employee and is entitled to all related benefits from that date forward.
- (b) "Job Share Employee" means an incumbent of a position within the permanent establishment of the Employer who requests permission to split the standard hours of the position. Requests for job sharing shall be initiated through the Division Director and may be granted at the discretion of the Employer. In granting such requests the Employer shall not incur additional costs.
- (c) "Permanent Employee" means any employee who has successfully completed the probationary requirements of a position and who has been assigned to a position within the permanent establishment of the Employer as determined by the Employer.
- (d) "Probationary Employee" means any employee of the Employer in the process of filling the initial probationary requirements as specified in Article 25. This probationary period may be extended by mutual agreement between the Employer and the employee.
- (e) "Seasonal Employee" means a Permanent Employee who is hired to fill a seasonal position of a recurring annual nature for a specified period of time of less than 12 months per year.
- (f) "Temporary Employee" means an employee who is hired for a specific Task or position for a term not to exceed one calendar year. If the term exceeds one calendar year, then the employee shall be deemed to be a Permanent Employee and is entitled to all related benefits from that date forward.
- (g) "Term Employee" means an employee who is hired pursuant to Article 23 for a specific Task, Project or position (to backfill due to a leave of absence or term or acting appointment of a Permanent Employee or to occupy a non-recurring term-specific position) for a term not to exceed two calendar years or, for the duration of an apprenticeship program. 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.

2.03 A Permanent Employee with more than one year of permanent employment who successfully competes for a term Task, Project or position shall retain their permanent status for the duration of the term and has the right to reoccupy their previous position.

Employee Hours

2.04 In this Agreement,

- (a) "Full Time" means an employee who is required to work the Standard Hours of Work; and
- (b) "Part Time" means an employee who is required to work on a regular basis, for less than the Standard Hours of Work.

ARTICLE 3: MANAGEMENT RIGHTS

3.01 The management and control of the Employer's business and the direction and control of the Employer's work force are vested exclusively in the Employer subject only to the limitations imposed upon the Employer by the provisions of this Agreement. The Employer shall retain all the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a specific provision of this Agreement.

ARTICLE 4: UNION RECOGNITION

4.01 In accordance with the Certificate of Bargaining Authority issued by the Canada Labour Relations Board on the 23rd day of June, 2022, the Employer acknowledges that employees who are subject to the provisions of this Agreement have selected the Union as their sole and exclusive bargaining agent, and recognize the Union as such for all employees working at those classified jobs listed in Schedule "A" and any other employee employed by the Employer whom the Parties agree shall be included as an employee under this Agreement.

4.02 This Agreement is binding on the Employer and the Union and their respective successors, administrators, and assigns, and on each employee.

ARTICLE 5: UNION MEMBERSHIP

5.01 Each employee covered by this Agreement shall, as a condition of employment or continued employment, be or become, and remain a Union member in good standing for the duration of this Agreement or for the duration of their employment with the Employer, whichever is shorter. Counting from the date they commence employment with the Employer, each new employee shall be allowed 90 calendar days within which to make application to join the Union and tender the appropriate initiation fees.

5.02 Subject to paragraph 95 (e) of the federal *Canada Labour Code*, if an employee at any time ceases to be a member in good standing of the Union, the Employer shall upon notification in writing from the Union, discharge such employee immediately.

ARTICLE 6: DUES CHECK-OFF

- 6.01 The Employer shall honour a written authorization from employees for the deduction from their wages for Union dues, Union initiation fees and any other Union assessments levied on them in accordance with the Union Constitution and Bylaws. The Employer shall remit the monies deducted to the Union on or before the 15th day of the month following the month in which the deductions were made. When the remittances are made, the Employer shall indicate the name of each employee and the amount of money which is being remitted for the employee.
- 6.02 The Employer shall deduct from each new employee an amount equal to the Union dues from the employee's first payroll cheque and add that employee's name and the amount to the closest applicable check-off, i.e., if the check-off for that month has not been remitted to the Union, it shall be added to that check-off; if the month's check-off has been remitted it shall be added to the following month's check-off and shown as the previous month worked.
- 6.03 The Employer shall provide to the Union and Local Y046 a list of new employees taken into positions which fall under the scope of the Collective Agreement within 15 calendar days of their date of hire.
- 6.04 The Employer agrees to include Union dues deductions on the T4 Slips.

ARTICLE 7: HOURS OF WORK

- 7.01 The following conditions apply to all employees as listed in Schedule "A".

Salary range, hours of work and pay, etc.

- (a) Employee salary range, hours of work, hours of work per day, split shifts and length of the meal break are as set out in Part 1 of Schedule "A".
- (b) Work schedules may be varied by the Employer between the limits set out in Schedule "A" to meet operating requirements.
- (c) The Employer shall make every reasonable effort to avoid excessive fluctuation in hours of work.
- (d) The Employer shall provide a minimum of two consecutive days of rest between regular scheduled shifts that form part of the standard work week for each Full Time Permanent Employee, except in instances of seasonal shift changes, and except at the request of the employee.

Change in Schedule

- (e) An employee's working schedule shall not be altered unless they have been given a minimum of five calendar days' advance notice of the alteration. Where the Employer fails to give an employee five calendar days' advance notice of an alteration in their normal work schedule, the employee shall be paid at time and one half for all regular hours worked on the first day or shift worked following receipt of the notice of change. Subsequent days

or shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.

Meetings

- (f) If an employee is required to attend meetings determined to be mandatory by the Employer, and the meeting is on the employee's day off or outside of their regular shift on scheduled days of work, the employee shall be paid at the prevailing rate of pay for the actual time spent at the meeting.

Training, Conferences, or Professional Development

- (g) If an employee is required to attend training, a conferences or professional development that is required to maintain the certifications specified in their job description, and they occur on the employee's day off or outside of their regular shift on scheduled days of work, the employee shall be paid at straight time for the actual time spent attending the training, conference or professional development.
- (h) If an employee attends any training, conference or professional development that is not required to maintain the certifications specified in their job description and they occur on the employee's day off or outside of their regular shift on scheduled days of work, the employee shall not be paid for the time spent attending the training, conference or professional development.

Meal Breaks

- (i) A meal break shall be provided and should be scheduled as close to the mid-point of the work shift as possible for all employees working five consecutive hours on a given shift.

Rest Breaks and Clean Up Time

- (j) One 15-minute rest break shall be scheduled approximately mid-way through each three and one-half, four or five hour portion, whichever applies, of a shift to a maximum of two breaks per shift except as follows. In cases of emergency, rest breaks shall be taken when conditions allow. If work is still being carried out beyond the end of an employee's regular shift, a further 15-minute rest break shall be provided in the first hour after the end of their regular shift.
- (k) The Employer shall ensure that employees are provided reasonable opportunities to maintain bodily comfort and hygiene.
- (l) Employees working in unsanitary conditions shall be provided a maximum of 10 minutes clean up time immediately prior to the meal period and 15 minutes clean up time immediately prior to the end of each workday.

Bylaw Services Constables and Parking Meter Attendants

- 7.02 The following conditions apply only to **Bylaw Services Constables and Parking Meter Attendants**, except that paragraph (a) applies only to Bylaw Services Constables.

- (a) Start and finish times for the Bylaw Services 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) If a Bylaw Services Constable or a Parking Meter Attendant is requested and agrees to report before their regular shift, the standard eight hours shall be worked and the regular rate of pay shall apply.
- (c) If sufficient advance notice is given in writing, and with the approval of the Employer, an employee who holds a position as a Bylaw Services Constable or as a Parking Meter Attendant may exchange shifts with another employee who holds the same position, if there is no increase in cost to the Employer.
- (d) The Employer shall make and post a master weekly shift schedule 10 calendar days in advance.
- (e) The Employer shall not schedule the commencement of a weekly shift within 24 hours from the completion of the employee's previous weekly shift.

Transportation, Water and Waste Services, and Sign Shop Employees

7.03 The following conditions apply only to Transportation, Water and Waste Services, and Sign Shop Employees, except that paragraph (a) does not apply to Sign Shop Employees.

- (a) The rest break for Transportation and Water and Waste Services employees shall be taken at the worksite.
- (b) Work shifts shall be as follows:
 - (i) 0700 to 1730;
 - (ii) 1730 to 0400 as a second shift contingent upon a first shift from 0700 to 1730. The need for a first shift is not required on Sunday;
 - (iii) 2100 to 0700 as a second shift contingent upon a first shift from 0700 to 1730. The need for a first shift is not required on Sunday; or
 - (iv) 0500 to 1530.
- (c) Despite the times set out in paragraph (b), due to operational requirements such as line painting, street sweeping, snow and ice control, mosquito control, flow monitoring and traffic counting, shift start and end times may be varied by the Employer.
- (d) No split shifts shall be utilized.

ARTICLE 8: OVERTIME

Compensatory Leave

8.01 Overtime and standby hours earned by an employee may, at the employee's option, be accrued as compensatory leave at the applicable overtime rate. In any calendar year, employees may

only use a maximum of 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.

- 8.02 Compensatory leave credits which remain unused at the end of the calendar year may be carried over into the following year. Carried over credits which remain unused at August 31 of the current year shall be paid by the Employer.
- 8.03 Compensatory leave shall be approved for leave requests of a minimum of one hour or greater subject to the operating requirements of the Employer.

Compensation

- 8.04 Compensation for hours of overtime worked shall be as follows.
- (a) Employees shall be compensated for hours of overtime worked at the rate of:
- (i) time and one-half for the first two hours outside the regular shift and double time after that;
 - (ii) time and one-half for the first seven or eight or 10 hours, as applicable, worked on an employee's first day of rest and double time after that; and
 - (iii) double time for all hours worked on an employee's second and subsequent day of rest or any statutory holiday designated in Article 10 or day observed as a statutory holiday under the terms of this Agreement, or if instructed by the Employer to return to work while on vacation leave.
- (b) For the purposes of this section, during the arena season only, the second day off for arena employees shall be considered the second day of rest. During the summer season, permanent arena/parks employees who work ten 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 Casual Employees and Temporary Employees shall be considered the second day of rest.
- (c) The double time pay for work performed on a statutory holiday, or day observed as a statutory holiday, is in addition to any statutory holiday pay that an employee may be entitled to under other provisions of this Agreement.
- 8.05 If an employee is required to work through the regular established lunch period as set out in Article 7, the employee shall be paid the applicable overtime rate for the time of the lunch period and shall be given one-half hour to consume the meal before or after the regular lunch period at the regular rate of pay.
- 8.06 Employees who agree to work overtime which is arranged prior to the completion of their regular shift and scheduled to be worked prior to the commencement of their next regular shift, excluding days of rest and statutory holidays, shall be paid in accordance with section 8.04.

8.07 An employee who agrees to work on their scheduled day of rest or on a statutory holiday or day observed as a statutory holiday under the terms of this Agreement shall receive a minimum of four hours' pay at the prevailing overtime rate.

Break between Overtime and Regular Schedule

- 8.08 The following conditions apply when overtime work does not provide for an eight hour rest break between regular workdays.
- (a) The employee shall be required to take an eight hour rest break before returning to work unless otherwise instructed by the Employer, in compliance with the Employer's safety management program.
 - (b) The employee shall be required to communicate the departure and expected return to work times to their supervisor.
 - (c) When the employee returns from the rest break to their regular workday, they shall be paid for their entire shift at their regular rate.
 - (d) The eight hour rest break shall be excluded in the case of call out, except as noted in paragraph 8.09 (f). The employee shall be granted an eight hour rest break between the end of the call out and the start of their regular shift. If eight hours are not provided, the employee may take the eight hours and shall be paid for hours worked when they report for their normal shift. The employee shall be permitted to work their Standard Hours of Work from the time they report to work.

Call Out

- 8.09 The following provisions apply to call outs.
- (a) Except as provided in paragraph (b), employees called out to work outside their regular shift shall be paid for a minimum of four hours at the prevailing overtime rate.
 - (b) Employees called out immediately prior to their regular starting time shall be paid at time and one-half rate for a minimum of two hours.
 - (c) Despite paragraphs (a) and (b), Bylaw Constables who are required for court appearances shall be paid as follows.
 - (i) Prior to the start of their regular shift the employee shall be paid a minimum of two hours at the prevailing overtime rate, except that under no circumstances shall the employee be paid overtime rates beyond the commencement of their regular shift.
 - (ii) On the employee's day of rest, they shall be paid a minimum of four hours at the prevailing overtime rate.
 - (d) For Transportation and Water and Waste Services employees occupying positions which are frequently required for call out during off duty hours, a call out roster shall be posted noting the names of those employees eligible for call out, by position.

- (e) Subject to operational requirements, call outs shall be allocated as far as is practicable on a rotational system from employees who normally perform the class of work required or who are designated as principal operators of specific pieces of equipment.
- (f) Call outs that include more than seven hours immediately prior to the commencement of the regular shift shall be paid at the prevailing overtime rate, and this rate shall continue until one of the following conditions occur:
 - (i) the emergency work for which the employee was called out is completed;
 - (ii) the employee is relieved by the Employer because they are no longer required on that job or any other job; or
 - (iii) the employee is sent home for safety reasons,in which case the balance of the regular shift shall be paid at the regular rate of pay.

Standby

8.10 The following provisions apply to standby duty.

- (a) If the Employer requires an employee to be available on standby during off duty hours, the employee shall be entitled to be compensated for standby at a rate of one hour's pay for standby performed subsequent to a regular workday and three hour's pay for standby performed on a day of rest or statutory holiday.
- (b) An employee on standby shall receive standby compensation in addition to whatever entitlements they may receive under paragraph 8.10(e).
- (c) An employee may at their option accrue standby hours at the applicable rate as outlined in section 8.01.
- (d) An employee designated for standby duty shall be available during their period of standby at a known telephone number and shall be required to investigate problems, call out additional staff and to become part of a work crew when necessary.
- (e) If an employee on standby duty is required to respond to an emergency call, they shall be paid at the prevailing overtime rate in accordance with the following:
 - (i) a minimum of two hour's pay for any call requiring the employee to work two hours or less;
 - (ii) a minimum of four hour's pay for any call requiring the employee to work more than two hours and not more than four hours;
 - (iii) if the employee is then required to work beyond four hours, they shall be paid in accordance with the actual hours worked;
 - (iv) if an employee is called out more than once during a period for which they are already receiving pay under subparagraphs (i),(ii) or (iii), they shall be paid as if only one call out had occurred; and

- (v) if an employee has received more than one call out during the eight hour period prior to the start of their regular shift, they shall be provided an eight hour rest break prior to the commencement of their workday without loss of pay.

Meal Breaks on Overtime

8.11 The following provisions apply to meal breaks while on overtime.

- (a) If an employee is required to work more than two consecutive hours immediately following the completion of a regular workday, the Employer shall pay the employee for a meal. The meal break shall be one-half hour and the time shall be paid as time worked at the prevailing overtime rate. This meal break shall occur as close as possible to six hours following the previous meal break.
- (b) If overtime continues, the employee shall become eligible for a further meal break under the conditions specified in paragraph (a), at intervals of four consecutive hours following the completion of the previous meal break, provided that overtime is to continue.
- (c) When an employee is required to work more than two hours scheduled overtime prior to the commencement of a regular shift, the Employer shall pay for the employee's meal and the employee shall receive one-half hour for the meal break at full pay.
- (d) An employee who is entitled to a meal allowance under paragraphs (a), (b), or (c) shall be reimbursed for meals as set out in the City's Travel Administrative Directive, as amended from time to time.

ARTICLE 9: SALARIES, WAGES, CLASSIFICATIONS

- 9.01 All employees covered by this Agreement shall be classified and paid under one of the position classifications and wage rates or biweekly salary ranges set out in Schedule "A".
- 9.02 An employee reporting for work on a regularly scheduled workday shall receive no less than their normal day's pay unless the employee is suspended or terminated for disciplinary reasons, leaves work because they are sick, leaves work on leave without pay, or is sent home by the Employer for failure to report for work in required safety clothing.
- 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. [deleted]
- 9.04 Despite section 9.03, if a statutory holiday fall on a regular payday, payment shall be made the preceding day.
- 9.05 Payment of salaries and wages shall be made during normal working hours of the payday. All employees are required to be on the automatic banking system for payroll deposit at the City and shall receive itemized pay stubs. If the Employer is not able to pay employees as established in section 9.03, advances shall be deposited into the employees' bank accounts. All bank accounts shall be in a Canadian banking institution and shall be in the name of the employee.

Job Evaluation Plan

9.06 The establishment and maintenance of a classification plan shall be the responsibility of the Employer.

Existing Classifications

- (a) If the Employer substantially alters the required knowledge, skills or qualifications of an existing position, the Union shall be advised as soon as the change is authorized.
- (b) All position descriptions shall be dealt with in accordance with the Job Evaluation System.
- (c) The Union may represent an employee at any level of the appeal process contained in the Job Evaluation System.

New Classifications

- (d) If the Employer creates a new position which is not included in this Agreement and which falls within the jurisdiction of the Union, the Union shall be provided with a copy of the position description and notice of rating.
- (e) If the Union disagrees with the notice of rating accepted by the Employer, it shall discuss the matter with the Employer, and failing agreement, may refer the matter directly to arbitration.
- (f) The Parties shall negotiate, by letter of understanding, the introduction of the new position into the Collective Agreement.

Statement of Duties

- (g) The Employer shall make copies of current and complete job descriptions available to employees on the intranet. Upon written request, an employee shall be provided the point factor ratings assigned to their position.

9.07 An employee shall not be required to replace a department manager on a temporary basis, and may refuse unless the assignments are an integral part of the duties specified in the employee's job description.

Acting Manager Pay

9.08 Employees who are requested to assume the duties of a manager, or whose job descriptions outline this responsibility, shall be paid in accordance with the salary range established for the higher classification for each full working day during which they are assigned management responsibilities. The employee shall be paid at the step in the salary range of the higher classification which results in an increase of at least 10%. Despite this, under no circumstances shall the employee receive more than the maximum of the higher salary range.

Pay on Layoff

- 9.09 If an employee covered by this Agreement is laid off, the Employer shall pay the employee wages or salary and holiday pay earned by the employee, excluding authorized deductions, not later than the next regular payday after the layoff takes effect.

Retroactive Pay

- 9.10 Any negotiated salary increases which may involve a retroactive pay adjustment shall be paid in full within 60 days from the date of signing of the Agreement.
- 9.11 An employee who terminates due to retirement or death during a period covered by a retroactive pay adjustment shall be paid or have paid to their estate, any salary benefits accruing.

Hiring Salary

- 9.12 The following conditions apply to all employees occupying positions set out in Schedule "A".
- (a) No employee shall receive less than the Step 1 rate for their particular classification.
 - (b) The Employer may authorize an initial appointment at a step higher than Step 1 if it is warranted by recruiting exigencies or the candidate's particular qualifications.

Under-fill

- (c) Despite paragraph (a), an employee may be appointed to a position at less than the Step 1 range for their particular classification on an under-fill basis if they lack the full qualifications necessary to the position and they are considered to have potential for development in that position. Payment shall be made in accordance with the following conditions.
 - (i) The under-fill rate shall be determined according to the qualifications of the employee as they relate to the new position, and a Developmental Training Program shall be established between the employee and their supervisor and, if requested by the employee, a Union representative.
 - (ii) No employee shall be appointed as an under-fill at a pay rate which is more than 10% below Step 1 of the pay range for the new position.
 - (iii) If an employee is appointed as an under-fill, the under-fill rate of pay may apply for no longer than one year unless mutually agreed to by the employee, the Employer and, where applicable, the Union representative.

Promotion

- (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 10% above their salary at the time of the promotion with the following exceptions.

- (i) If an increase would result in a salary greater than the new Step 4, the employee shall be placed in Step 4.
- (ii) If the employee was recruited within six months of the promotion at a step other than Step 1 of the range, the employee shall receive one increment.

Position Reclassification

- (e) If a position class is reclassified to a higher salary range, all employees in that class shall be placed in a step which results in at least 5% over the salary they were receiving at the time of the reclassification up to a maximum of Step 4. If Step 1 of the new salary range is more than 5% above the employee's previous salary, the employee shall nevertheless be placed in Step 1 of the new range.
- (f) If a position class is reclassified downward, the employees in that class shall not have a salary reduction. However, where an employee's salary then exceeds Step 4 salary range for that position, they shall receive no further increases until their salary is equal to the Step 4 level.

Acting Pay

- (g) Acting pay, including for statutory holidays, shall be as set out in paragraphs (h) to (j).
- (h) Employees who are temporarily assigned to a classification having a higher salary range, shall receive an increase equal to 5% or equal to Step 1 of the salary range for the new classification, whichever is higher, to a maximum of Step 4 of the higher salary range, for each hour worked in the acting position. If the above conditions are met, the employee shall be paid the acting rate for any statutory holiday where they have worked in this acting capacity for the last shift prior to and the first shift following the statutory holiday. Despite this, any working days for which the employee is absent shall be compensated at the employee's regular rate of pay.
- (i) An employee who is called out to work in accordance with section 8.09 and performs work in a higher classification, shall be paid the appropriate call out pay at the rate of pay in the position in which they are required to act.
- (j) An employee who is temporarily assigned to a classification at a lower salary range shall not have their salary reduced.

Permanent Assignment to a Lower Rated Position

- (k) An employee who is permanently assigned to a classification at a lower salary range shall not have their salary reduced unless their present salary is in excess of Step 4 of the lower salary range in which case their salary shall be reduced to Step 4.

Increment Date

- (l) The increment date of an employee shall be the anniversary of the date of commencement of continuous service except that where an employee has been reclassified with a resulting

salary increase or promotion, the increment date shall become the anniversary of the date of reclassification or promotion.

- (m) The salary of each employee shall, subject to paragraphs (n) and (o), be increased annually on their increment date by one step where their salary falls on an increment or by 5% where their salary falls between increments until they reach the Step 4 level.

Withholding Increment

- (n) An increase provided for in paragraph (m) may be withheld for performance or other reasons by the Employer on the recommendation of the employee's department manager, in which case the increase may be granted on the first day of any subsequent pay period up to six months after the increment date upon which the increase was withheld.

Leave of Absence and Increment Date

- (o) Leave without pay in excess of 15 working days in any year shall cause the employee's increment date to be advanced to compensate for the total amount of leave without pay that has been taken.

ARTICLE 10: STATUTORY HOLIDAYS

- 10.01 In each calendar year the Employer shall give to each employee 14 designated statutory holidays with pay which shall be taken in accordance with the specific provisions of this Article.
- 10.02 For each statutory holiday an employee shall be paid not less than the equivalent of the wages or salary they would have earned at their classified rate of pay, for their normal hours of work.
- 10.03 An employee shall receive statutory holiday pay even if the statutory holiday falls on a Saturday, Sunday, or on an employee's day of rest. The designated statutory holidays are:

- New Year's Day
- Heritage Day (Rendezvous)
- Good Friday
- Easter Monday
- Victoria Day
- National Indigenous Peoples Day
- Canada Day
- Discovery Day
- Labour Day
- National Day for Truth and 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.

Statutory Holiday on Day of Rest

10.04 If a statutory holiday falls on an employee's day of rest, the next working day shall be observed as the holiday. For employees in the Operations, Water & Waste Services, Parks & Community Development and Recreation & Facilities Services Departments, a statutory holiday which falls on an employee's day of rest shall be observed on the previous working day or the next operating working day as operating requirements necessitate. The Employer shall make every effort to notify employees at least five calendar days prior to the holiday which day is to be observed as the statutory holiday.

Statutory Holiday Pay on Workers' Compensation

10.05 Without limiting the generality of section 10.01, but subject to the provisions contained in this section, statutory holiday pay provisions shall prevail where an employee employed for a period of at least six months is off work due to any circumstances for which they are eligible to receive compensation under Workers' Compensation, provided such an employee has earned wages or salary from the Employer during the 60 calendar days immediately preceding the holiday.

Statutory Holiday Pay on Vacation

10.06 When a statutory holiday falls within an employee's scheduled vacation, they shall receive the pay of a normal shift or workday for the holiday, in addition to their vacation pay, or another day off with pay, in conjunction with their vacation.

Statutory Holiday Pay Qualification

10.07 An employee shall be entitled to statutory holiday pay as set out in sections 10.01 to 10.03, if they work the last scheduled workday before the holiday or the first scheduled workday after the holiday, or is on leave of absence with pay approved by the Employer, or is on sick leave. If an employee is on short term disability insurance, they shall not have their benefits reduced for any week in which a statutory holiday occurs.

Time Off In Lieu of Statutory Holidays

10.08 Paragraphs (a) to (c) apply to **Bylaw Services Constables**, Packer Operators, **Parks** - Full-Time Permanent and Seasonal Employees, Facility Park Attendants, Facility Operators and Facility Attendants.

- (a) Despite sections 10.01 to 10.03, in lieu of the **14** statutory holidays per year or portions thereof, employees to whom this paragraph applies who are required to work **statutory holidays as part of their regular duties, or who are required to act as holiday replacements**, shall receive equal time off with pay for each of the **14** statutory holidays or portions thereof to which they are entitled under this Article.

- (b) The lieu-days entitlement for the year shall be granted in advance of January 1 of each year. In all cases of termination of service for any reason including layoff but other than retirement, recovery shall be made for any overpayment of statutory holidays.
- (c) Lieu days which have not been taken by December 31 of the current year shall be paid by the Employer at one and one-half times the employee's normal straight time rate of pay. Employees shall be permitted to carry-over up to six days to the next calendar year. Carried over credits which remain unused at September 30 of the current year shall be paid by the Employer.
- (d) This section does not apply to casual Packer Operator employees or those employees who act temporarily in the Packer Operator position.

Statutory Holiday Equalization Payments

10.09 To equalize statutory holiday pay with those employees working the 4 x 10 shifts (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 shall receive 28 hours of regular pay once a year.
- (b) Employees working a seven hour shift for five days per week shall receive 42 hours of regular pay once a year.
- (c) This payment shall be made by December 1 of each year.
- (d) For the purposes of this Article, Transit Department Employees who are bus drivers shall be treated as employees working a seven hour shift for five days per week and shall receive 42 hours of regular pay once a year.

ARTICLE 11: VACATION LEAVE

11.01 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 they are taking their vacation in accordance with the following:

YEARS OF CONTINUOUS SERVICE

MONTHLY ACCRUAL RATES

	Standard Work Week		Percentage of Gross Earnings Worked Excluding Any Bonuses
	40 Hours	35 Hours	
	Less than three years of service [4 weeks]	13.33 hours	11.66 hours
Three complete years and less than eight years [5 weeks]	16.66 hours	14.58 hours	10%
Eight completed years and less than 15 years [6 weeks]	20.00 hours	17.50 hours	12%
15 completed years and less than 20 years [7 weeks]	23.33 hours	20.42 hours	14%
Over 20 years [8 weeks]	26.66 hours	23.33 hours	16%

11.02 The Employer shall make a reasonable effort to grant an employee the period of vacation leave requested.

11.03 The number of employees who may be on vacation at any one time from a department shall be determined by the Employer as operational requirements permit.

Vacation Leave Approval

11.04 Vacation leave may be taken at any time during the year provided the employee has applied in advance **in the electronic system** and the leave has been approved.

11.05 The following provisions apply to applications for vacation leave.

(a) Despite section 11.04, vacation leave which is applied for by November 15 of the year prior to the year in which the period of leave is proposed to be taken, shall be considered on the basis of seniority. Vacation leave applications received after November 15 shall be considered as they are received and seniority shall not be taken into account. For the purposes of this paragraph only, the vacation year shall be January 1st to December 31st.

(b) A single vacation leave request in excess of six consecutive weeks received by November 15 of the year prior to the year in which the period of leave is proposed to be taken, shall be given special consideration. Seniority is the first consideration, but if such a large request cannot reasonably be balanced with the vacation leave requests of other members in the same work group, the portion of the request over the six weeks may have to be adjusted.

(c) The Employer shall respond to an application for vacation leave in a timely manner.

Vacation Pay Advance

11.06 Employees may request payout of accrued or carried over vacation leave in excess of a mandatory two week hold back, subject to the following:

- (a) If at least one week of consecutive days of vacation leave has been taken in the previous six months, the hold back shall be one week.
- (b) If two or more consecutive weeks of vacation leave have been taken in the previous six months, there shall be no required hold back.
- (c) To ensure that the employee has received all vacation pay earned on qualified gross earnings including overtime, 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 11.01.

Continuous Service Date

11.07 An employee whose Continuous Service Date falls

- (a) prior to the 16th day of the month, shall receive the next higher vacation leave accrual rate during that month; and
- (b) on or after the 16th day of the month, shall receive the next higher annual vacation leave accrual rate in the following month.

Carryover

11.08 In any calendar year in which an employee has not taken all of the vacation leave credited to them, the unused portion of their vacation leave shall be carried over into the following year subject to the following.

- (a) In January of each year the Employer shall 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) Despite paragraph (a), employees who have completed 15 years of service with the Employer shall carry over two years of vacation leave credits, and employees who have completed 25 years of service with the Employer shall carry over three years of vacation credits, prior to the application of the pay-out provided for in paragraph (a). [deleted]

11.09 If an employee is terminated for any reason, the employee shall be paid all the accrued vacation pay that they are entitled to under section 11.01.

11.10 The vacation pay entitlements of an employee under this Article shall, at no time, be less beneficial than those they would be entitled to under the provisions of any government legislation.

ARTICLE 12: ILLNESS

12.01 Upon completion of 90 calendar days of continuous service, all Permanent Employees shall be granted sick leave if the employee must be absent from work by reason of bona fide nonoccupational illness or accident, medical, dental or optical appointment. The granting of the leave shall be subject to the following conditions.

Non-Occupational Illness or Accident Notification

- (a) An employee who is unable to report for their scheduled shift shall notify their immediate supervisor prior to the starting time of their working day or as soon after the beginning of the working day as possible in order to qualify for paid sick leave.

Sick Leave vs Wage Indemnity or Long Term Disability

- (b) Subject to section 12.02, an employee shall be provided with two standard work weeks of sick leave with pay per calendar year. Absences in excess of one consecutive standard work week for the employee shall be governed by section 12.03 and shall be accompanied by documentation as outlined in the Wage Indemnity or Long Term Disability policies.

Independent Medical Examination

- (c) If it becomes apparent at any time that a pattern of absence is developing, the Employer may request that an employee undergo an independent medical examination or that further medical evidence acceptable to the Employer be provided to substantiate any period of absence claimed to be illness. The Employer is responsible for all costs incurred under this paragraph.
- (d) Employees who are required to undergo an independent medical examination shall continue to be paid further sick leave subject to section 12.02, only if the physician has indicated that the employee's medical condition necessitates frequent absences. If no chronic medical problem is indicated, further payment of sick leave shall cease for the remainder of the calendar year.

Medical, Dental and Optical Appointments, and Attendance at Funerals

- (e) If it is not possible for employees to arrange medical, dental or optical appointments, or attend funerals outside their regular hours of work, employees who normally work a five day work week shall be granted a maximum of 10 hours with pay per calendar year over and above the provisions set out in paragraph (b) to be used only for medical, dental or optical appointments, or to attend funerals. Employees who normally work a four day work week shall be granted a maximum of eight hours with pay per calendar year over and above the provisions set out in paragraph (b) only for medical, dental or optical appointments, or to attend funerals. A maximum period of four hours shall be granted for each appointment.

Sick Penalty Pay

- 12.02 If, in the current calendar year, an employee has been granted the working shifts of paid leave as defined in paragraph 12.01(b) and has utilized the maximum allowance for medical, dental or optical appointments, or attendance at funerals as defined in paragraph 12.01(e), further leave payments beyond those listed in section 12.01 shall be reduced to 50% of the employee's regular pay for each hour of leave taken for the remainder of the calendar year.

Wage Indemnity

- 12.03 (a) The City’s benefits carrier shall determine whether the Wage Indemnity Policy entitlement conditions are met. Any questions as to whether an employee has met the Wage Indemnity Policy entitlement conditions shall be a matter between the employee and the carrier and is not a grievance arbitrable under this Agreement. These matters must be pursued under the terms of the Wage Indemnity Policy.

- (b) If the City’s benefits carrier has approved the Wage Indemnity claim, an employee who is absent due to a bona-fide non-occupational illness or accident for more than three consecutive workdays shall be entitled to time off with pay for a maximum of 17 weeks from the first day of illness in accordance with the following schedule:

COMPLETED CONTINUOUS EMPLOYMENT	MAXIMUM BENEFIT
First 90 days	No Provision
90 days to one year less one day	Four weeks at full pay, 13 weeks at two-thirds pay.
One year to two years less one day	Seven weeks at full pay, 10 weeks at two-thirds pay.
Two years to three years less one day	10 weeks at full pay, seven weeks at two-thirds pay.
Three years to four years less one day	13 weeks at full pay, four weeks at two-thirds pay.
Over four years	17 weeks at full pay.

12.04 Successive periods of disability separated by less than 30 calendar days of continuous Full Time employment shall be considered one period of disability unless the subsequent disability is due to a sickness or injury entirely unrelated to the cause of the previous disability and commences after the employee's return to full time employment

Long Term Disability

12.05 (a) Employees who are continuously disabled due to a non-occupational illness or accident for a period in excess of 17 weeks may be eligible to receive long term disability payments. The City’s benefits carrier shall determine whether an employee is eligible to receive long term disability payments under the provisions of the Long Term Disability Plan. Any questions regarding an employee’s eligibility for long term disability benefits shall be a matter between the employee and the carrier and is not a grievance arbitrable under this Agreement. Such matters must be pursued under the terms of the Long Term Disability Plan.

- (b) Payments shall be based upon an amount equal to 60% of the employee's earnings based upon their normal straight time earnings to a maximum benefit of \$4000.00 per month.
- (c) Long term disability payments shall continue until the employee is able to return to full time employment, reaches age 65, or ceases to meet the entitlement conditions of the City's benefits carrier, whichever is earlier.
- (d) Effective the first of the month following completion of 90 days of continuous employment, long term disability premiums shall be paid by the employee.

Attendance Bonus

- 12.06 (a) An employee who is not absent from work for any reason described in Article 12 or section 13.05 is entitled to an attendance bonus payment equivalent to one-third a normal day's pay based on the employee's normal straight time earnings. The payment shall be granted for each calendar month during which no leave under this Article or section 13.05 is taken.
- (b) Attendance bonus entitlements shall be accumulated to December 31 of each year and paid to entitled employees by January 31 of the following year.
- (c) For the purposes of this section, employees who normally work a five day work week shall be allowed a maximum of 10 hours for medical, dental or optical appointments in any calendar year without forfeiting their entitlement to the attendance bonus.
- (d) Employees who normally work a four day work week shall be allowed a maximum of eight hours for medical, dental or optical appointments in any calendar year without forfeiting their entitlement to the attendance bonus.

ARTICLE 13: LEAVE OF ABSENCE

Bereavement Leave

- 13.01 (a) The Employer shall grant an employee leave of absence with pay for a period of six working days if there is a death in the employee's Immediate Family.
- (b) "Immediate Family" for the purpose of bereavement leave is defined as mother, father, sister, brother, spouse, partner, son, daughter, stepfather, stepmother, foster parent, stepchild or ward of the employee, mother-in-law, father-in-law, step-in-laws, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) Employees have up to 12 months to access bereavement leave with pay if there has been a death in the employee's Immediate Family. Employees may choose to split this leave in to two separate parts.

Marriage Leave

- 13.02 After the completion of six months continuous employment, an employee who provides the Employer with at least one week's notice shall be granted leave with pay to a maximum of one

standard work week for the purpose of getting married, and the leave is to be taken at the time of the marriage.

Birth/Adoption Leave

13.03 Upon request, an employee shall be given a leave of absence with pay to a maximum of one standard work week for the purpose of attending the delivery of their child or their partner's child or attending to the release from hospital of their partner who has given birth, or following the birth of a child or on first obtaining custody of a child who has been legally adopted.

Court Leave

- 13.04 (a) Employees summoned to jury duty, subpoenaed as a witness, or attending court proceedings on behalf of the Employer shall be granted leave with pay. Any pay received in connection with these activities shall be remitted to the Employer.
- (b) If an employee employed on an afternoon or graveyard shift is subpoenaed to attend court, the Employer shall make every effort to ensure the employee has eight hours of rest between the end of their last shift and the beginning of their next shift. If eight hours of rest is not possible, the employee shall be paid their regular wage for the shift in question and not be required to work it.

Injury on Duty Leave

- 13.05 (a) Full Time Permanent Employees and Part Time Permanent Employees who are injured on the job and have their claim approved by the Workers' Safety and Compensation Board, shall be granted injury on duty leave with pay for a reasonable period as may be determined by the Employer.
- (b) Where the leave is granted, the employee shall assign to the Employer all payment received from the Workers' Safety and Compensation Board covering the period of injury on duty leave.
- (c) Despite paragraph (a), payment of injury on duty leave shall not exceed the number of days of absence approved by the Workers' Safety and Compensation Board.

Maternity Leave

- 13.06 The following provisions apply only to Permanent Employees.
- (a) After completion of one year of continuous employment, an employee who
- (i) agrees to return to work for a period of at least six months after the expiry of maternity leave, and
 - (ii) provides the Employer with proof that they are in receipt of unemployment insurance benefits pursuant to the federal *Employment Insurance Act*,
- shall be paid a maternity leave allowance in accordance with the Supplementary Employment Insurance Benefit Plan.

- (b) An employee under paragraph (a) shall sign an agreement with the Employer, setting out that:
- (i) they will return to work after the expiry of their maternity leave, unless this date is modified with the Employer's consent;
 - (ii) they will work for a period of at least six months after their return to work; and
 - (iii) if the employee fails to return to work as per the provisions of subparagraphs (i) and (ii) for reasons other than death, lay-off or disability, the employee agrees that they are indebted to the Employer for the full amount received as maternity leave allowance.
- (c) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Employment Insurance Benefit Plan shall consist of the following.
- (i) If the employee is subject to a waiting period of one week before receiving employment insurance maternity benefits, an allowance of 93% of their weekly rate of pay for each week of the waiting period, less any other monies earned during this period.
 - (ii) For up to a maximum of 15 weeks, payments equivalent to the difference between the Employment Insurance benefits that the employee received at the actual time of the maternity leave and 93% of their weekly rate of pay, less any other monies earned during this period.
 - (iii) The duration of the allowance shall be reduced by any time spent on short-term disability.
 - (iv) If an employee has received the full 15 weeks of maternity benefit under Employment Insurance and remains on maternity leave after that without pay, they are eligible to receive a further maternity allowance for a period of one week, equivalent to 93% of their weekly rate of pay, less any other monies earned during this period.
- (d) The weekly rate of pay referred to in paragraph (c) shall be
- (i) for a Full Time employee, the weekly rate of pay for the classification prescribed in the certificate of appointment to the position to which they are entitled on the day immediately preceding the commencement of their maternity leave;
 - (i) for a Part Time employee, the weekly rate of pay for the classification prescribed in the certificate of appointment to the position to which they are entitled on the day immediately preceding the commencement of their maternity leave, multiplied by the fraction obtained by dividing the employee's assigned regular weekly hours of work averaged over the preceding six month period of continuous employment by the regularly scheduled full-time weekly hours of work for the employee's classification; and

- (iii) if an employee becomes eligible for a pay increase or an economic adjustment during the Supplementary Employment Insurance Benefit Plan period set out in paragraph (c), the employee's weekly rate of pay in subparagraphs (i) and (ii) shall be adjusted accordingly.
- (e) A regular employee who is on lay-off status shall not be entitled to receive any allowance payment under the Supplementary Employment Insurance Benefit Plan pursuant to paragraph (c).
- (f) For the purpose of payments received under the Supplementary Employment Insurance Benefit Plan, the Plan shall provide that the employees have no vested right to payment under the Plan except to payments during a period of unemployment specified in the Plan.
- (g) An employee's Continuous Service Date shall not be advanced by the amount of the maternity leave taken under this section.

Parental/Adoption Leave

- 13.07 (a) An employee qualifying for Employment Insurance Benefits under the federal *Employment Insurance Act* shall be entitled to request parental leave without pay up to a maximum of 63 weeks in accordance with the provisions of the Yukon's *Employment Standards Act*. There shall be no duplication or overlap with the maternity leave provisions under paragraph 13.06(a).
- (b) In respect of the period of parental leave, parental leave allowance payments made according to the Supplementary Employment Insurance Benefit Plan shall consist of the following:
- (i) if the employee is subject to a waiting period of one week before receiving employment insurance parental benefits, an allowance of 93% of the employee's weekly rate of pay for the waiting period, less any other monies earned during this period.
- (c) An employee's Continuous Service Date shall not be advanced by the amount of the parental leave taken under paragraph (a).

Compassionate Leave

- 13.08 (a) An employee requesting a leave of absence for compassionate reasons shall be given special consideration, and may be required to substantiate the reason before beginning the leave, and where not possible, before returning to work.
- (b) In accordance with the federal *Employment Insurance Act*, a 26 week compassionate care leave is available to employees who have to be away from work temporarily to provide care or support to a family member, as defined by the federal *Employment Insurance Act*, who is gravely ill. No employee shall lose seniority, nor shall an employee's Continuous Service Date be advanced, pursuant to this paragraph.

- (b.1) In accordance with the federal *Employment Insurance Act*, a 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 federal *Employment Insurance Act*, who is a critically ill or injured person 18 years of age or over. No employee shall lose seniority, nor shall an employee's Continuous Service Date be advanced, pursuant to this paragraph.
- (b.2) In accordance with the federal *Employment Insurance Act*, a 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 federal *Employment Insurance Act*, who is a critically ill or injured person under the age of 18. No employee shall lose seniority, nor shall an employee's Continuous Service Date be advanced, pursuant to this paragraph.
- (c) Employment insurance benefits under the federal *Employment Insurance Act* are payable to employees who qualify. If the employee is subject to a waiting period of one week before receiving Employment Insurance compassionate leave benefits, the Employer shall provide an allowance according to the Supplementary Employment Insurance Benefit Plan of 93% of the employee's weekly rate of pay for the waiting period, less any other monies earned during this period.

Part-time Return to work under Articles 13.06 and 13.07

- 13.09 At the request of an employee, the employee may return to work from maternity/parental leave on a Part Time basis for a period of time, not to exceed six months, as agreed to by the Employer and the employee.
- (a) The request to return to work on a Part-Time basis shall be in accordance with the time frame identified in section 13.06.
 - (b) Employment benefits shall continue to accrue as if the employee had returned to work in a Full Time capacity except for vacation leave. Vacation leave during the Part Time work shall be accrued on a pro-rated basis.
 - (c) Despite paragraphs (a) and (b), lesser leave or notice periods may be granted subject to mutual agreement of the Employer and employee.

Leave Without Pay

- 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 10 working days are subject to the approval of the City Manager.
 - (b) Except where provided otherwise by statute, an employee who has been granted leave without pay which results in that employee receiving less than an equivalent of two standard work weeks of pay in any calendar month, shall be required to prepay the full cost

of medical and group insurance plan premiums in order to maintain benefit coverage for the period of leave.

- (c) Applications for leave without pay shall be submitted at least 31 calendar days in advance of the intended commencement date of the leave and the employee shall receive written notification of the decision within 14 calendar days of the date of application.
- (d) Except where provided otherwise by statute, an employee who has for any reason been granted leave without pay in excess of 15 calendar days shall have their increment date and Continuous Service Date advanced to compensate for the total amount of leave taken.

Unspecified Leave

- 13.11 (a) Upon completion of six months of continuous service, a Permanent Employee shall be granted unspecified leave days, as operational requirements permit, to be used when needed as follows:

40 hour standard work week – **40 hours**

35 hour standard work week – **35 hours**

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.

- (b) Upon termination, an employee shall 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 hours.

ARTICLE 14: MEDICAL AND GROUP INSURANCE

Basic Medical Insurance

- 14.01 All employees shall participate in the Yukon Health Care Insurance Plan unless otherwise exempted.

Extended Health, Life, and Accidental Death and Dismemberment Insurance

- 14.02 On the first day of the month following 60 days of continuous employment, Permanent Employees, if they meet the time requirements of the City's benefits carrier, shall commence receiving the following benefits:

- (a) Extended Health Care Plan;
- (b) \$25,000 or one times the employee's annual salary, whichever is greater - Group Life Insurance; and
- (c) \$100,000- Accidental Death and Dismemberment Insurance.

- 14.03 Premium costs for benefits listed in section 14.02 shall be cost shared on the basis of 90% paid by the Employer and 10% paid by the employee.

Dental

- 14.04 Effective the first day of the month following the completion of 60 days of continuous employment, all Permanent Employees, if they meet the time requirements of the City's benefits carrier, shall be enrolled in a Dental Plan which shall include orthodontic procedures coverage. The premiums shall be cost shared on the basis of 75% paid by the Employer and 25% paid by the employee.

ARTICLE 15: REGISTERED RETIREMENT SAVINGS PLAN

- 15.01 Upon the commencement date of employment, Permanent Employees shall be enrolled in the Employer's Group Registered Retirement Savings Plan.
- 15.02 Effective July 1, 2021, employees registered in the Employer's Group Registered Retirement Savings Plan (RRSP), which is subject to specific provisions of federal legislation, shall make a minimum contribution of 9.5%, of which the Employer contributes 7%, which is a top-up, and the employee contributes 2.5%.
- 15.03 All monies remitted on behalf of the employee shall be immediately vested with the employee.

Withdrawal Restrictions

- 15.04 Employees are not permitted to withdraw from the Employer's Group Registered Retirement Savings Plan until termination or retirement from their employment with the City, with the exception of withdrawals for the federal Home Ownership Program, Lifelong Learning Plan or settlements from marriage break-ups.
- 15.05 All monies formerly locked-in/vested under the Group Pension Plan shall remain locked-in/vested until retirement.
- 15.06 Despite sections 15.04 and 15.05, an employee on long-term disability, and any employee at significant risk of death in the next 26 weeks, on submission of a certificate from a medical practitioner, shall be entitled to transfer any monies in the Employer's Group Registered Retirement Savings Plan into the employee's personal Registered Retirement Savings Plan, upon request.

ARTICLE 16: YUKON BONUS

Entitlement

- 16.01 All Full Time Permanent Employees who have completed two or more years of continuous service shall be entitled to receive a Yukon Bonus travel benefit in the amount of \$2,900.00 and shall be entitled to receive the Yukon Bonus each subsequent year of continuous service after that.
- 16.02 All Part Time Permanent Employees and Seasonal Employees who have completed two or more years of continuous service shall be entitled to receive a Yukon Bonus travel benefit on a pro rata basis and shall be entitled to receive the Yukon Bonus each subsequent year of continuous service after that.

16.03 Unless the employee provides written direction otherwise to the Employer, the Yukon Bonus travel benefit shall be paid out as a **taxed benefit**. The Yukon Bonus shall automatically be paid out to qualified employees as defined in sections 16.01 and 16.02, in the pay period immediately following the entitlement date and prior to December 31st of each year.

Layoff/Termination

16.04 Subject to the provisions of this Article, an employee who has completed at least two years of continuous service and who is laid off, terminated for health reasons or retires during the period of entitlement in sections 16.01 and 16.02, shall be entitled to receive a Yukon Bonus travel benefit on a pro rata basis proportional to the number of continuous completed months of service since their last Yukon Bonus entitlement date.

16.05 Subject to the provisions of this Article, an employee who has completed at least five years of continuous service and who voluntarily terminates during the period of entitlement in sections 16.01 and 16.02, shall be entitled to receive a Yukon Bonus travel benefit on a pro rata basis proportional to the number of continuous completed months of service since their last Yukon Bonus entitlement date.

ARTICLE 17: LONG SERVICE BONUS

17.01 A Permanent Employee who has completed five years of continuous service shall be entitled to a yearly long service bonus equivalent to 2% of annual base salary. Employees who have completed 10 years of continuous service shall be entitled to a yearly long service bonus equivalent to 3% of annual base salary. Employees who have completed 15 years of continuous service shall be entitled to a yearly long service bonus equivalent to 4% of annual base salary.

17.02 The long service bonus is payable each completed year thereafter. **The bonus shall be paid out in the pay period immediately following the entitlement date and prior to December 31st of each year.**

ARTICLE 18: UNION ACTIVITIES

Shop Stewards

18.01 The Union may select or appoint Shop Stewards to represent the employees and the Union shall notify the Employer of the names of the Shop Stewards. Shop Stewards shall not suffer any discrimination by reason of holding that office.

18.02 A Shop Steward shall, if possible, obtain the permission of the department manager or their designate before leaving their work to carry out Shop Steward duties and shall report back to the department manager before resuming normal duties. Permission shall not be unreasonably withheld.

18.03 If the Employer finds it necessary, for any reason, to terminate a Shop Steward, the Employer shall notify the Union upon the termination.

Discipline Meetings

18.04 Employees shall have the right to be accompanied by a Shop Steward to any meeting called by management if the purpose of the meeting is to investigate any allegation that may lead to discipline or to actually hand out formal discipline, and employees shall have the right to be accompanied by a Shop Steward at a hearing at any level in the grievance procedure. The Employer shall make every reasonable effort to provide the employee at least 24 hours' notice of such meeting.

Union Training/Conventions

18.05 If operational requirements permit, the Employer shall grant Union leave without pay to employees to undertake training or attend conventions of the Public Service Alliance of Canada, the Federation of Labour, the Yukon Employees' Union or the Canada Labour Congress. Requests for the leave shall be accompanied by confirmation from the Union or proof of registration. The employee shall provide the Employer with at least two weeks' notice of the requested leave, if possible. The leave shall not be unreasonably withheld.

Contract Negotiations

18.06 If operational requirements permit, the Employer shall grant leave without pay for up to six employees for the purpose of attending contract negotiations and contract preparation meetings on behalf of the Union. While employees attend such meetings, the Employer shall continue benefit contributions.

Payment for Union Leave

18.07 Leave without pay covered under this Article shall be administered by the Employer by continuing the employee's pay, and billing the Union the amount of pay the employee would have lost.

Leave of Absence for Elected Union Position

18.08 The Employer shall authorize a leave of absence to one employee who is elected to office by the Union, subject to the following conditions.

- (a) The authorized leave shall be for the term of appointment designated by the Union to a maximum of three years.
- (b) Upon the expiry, or cessation, of the term of office the employee shall assume the duties of the position held by the employee prior to the leave of absence.
- (c) If the employee is re-elected for subsequent terms, the employee shall continue to be on leave. Upon completion of the term of office, the employee shall be guaranteed a position at the same level held before the leave of absence.
- (d) The Union shall provide the Employer with one month's written notice of the commencement and termination of this leave of absence.

Access to Establishment

- 18.09 Authorized representatives of the Union shall have access to the Employer's establishment during working hours for the purpose of looking into disputes, investigating working conditions and ascertaining that the Agreement is being adhered to in the operation. The Union shall make every effort to make advance arrangements with the Employer.
- 18.10 Seniority shall continue during Union leave. An employee's Continuous Service Date shall not be advanced by the amount of the Union leave taken under this Article, except in section 18.08.

ARTICLE 19: GENERAL PROVISIONS

- 19.01 The Employer shall supply electrical plug-ins and parking spots wherever possible. The plug-ins are for block heaters only, and shall not be used for interior heaters, etc.
- 19.02 Adequate washroom facilities shall be provided by the Employer and kept in a sanitary condition. Employees shall cooperate by observing the simple rules of cleanliness.

Injury on Job Procedure

- 19.03 Any employee suffering injury while on the job must follow the provisions of the Corporate Safety Policy including the requirement to report immediately, or as soon as practicable, to the Supervisor, their replacement or the nearest medical officer.

Bulletin Boards

- 19.04 A notice board for each work site and email bulletin board shall be provided for the posting of all official Union notices.

Driver's Examination/Doctor's Examination Pay

- 19.05 All regular hours lost by an employee due to necessary attendance in completing a driver's examination or doctor's examination required by the Employer, shall be paid for by the Employer at the rate of pay applicable to the employee. In addition, any fees or charges incurred shall be paid by the Employer.

Transfers

- 19.06 An employee who transfers into a department with different Standard Hours of Work shall at the time of transfer have their vacation leave credits, if applicable, converted to comply with the new department's Standard Hours of Work.

Legal Picket Line

- 19.07 It is not a cause for discipline nor a violation of this Agreement to have employees honour legal picket lines.

Bus Pass

- 19.08 To encourage employees and their family members' use of public transit, the Employer shall reimburse 50% of the cost of a pass on the City operated public transit system. For the purposes

of this section, "family" means an employee's spouse or partner and children living in the employee's residence.

Canada Games Centre Pass

19.09 The Employer shall pay 50% of the cost for an employee to purchase a single or family membership pass for the Canada Games Centre.

Orientation Program

19.10 The Employer shall provide new employees an orientation program within a reasonable period following hire. The Union shall be provided a one-half hour period during the orientation program to acquaint employees with Union structure and Collective Agreement rights and obligations.

ARTICLE 20: WORK EQUIPMENT AND CLOTHING

Lockers

20.01 Individual lockers shall be provided by the Employer for each Permanent Transportation and Water and Waste Water Employee, each Permanent Employee who is a Bylaw Constable, each Permanent Aquatic Centre Employee, each Permanent Arena Employee (Facility Parks Attendant, Facility Attendant) and each Permanent Parks and Trails Employee.

Clothing

20.02 Employees shall take reasonable care of clothing supplied by the Employer. The Employer shall reimburse the employee on receipt of a bill covering required repairs or professional cleaning for work-related damage or contamination.

Dress Standards

20.03 The Employer shall have the right to establish appropriate dress standards for employees and may require employees to wear uniforms, identifying apparel and identification when deemed necessary and appropriate. If employees are required to wear uniforms, identifying apparel, or identification, these items shall be supplied by the Employer at no cost to the employee. An employee who is required to wear a uniform, coverall or smock shall have these items supplied and cleaned by the Employer.

20.04 Winter coveralls shall be provided by the Employer on a change out basis at the discretion of the department manager.

Safety Boot Allowance

20.05 All Permanent Employees designated by the City as requiring CSA approved safety boots shall be reimbursed for the safety boots each calendar year, up to a maximum of \$300, when the employee provides proof of purchase.

To be eligible for the safety boot allowance, employees shall have completed one full year of continuous employment.

Uniforms for Bylaw Constables and Parking Meter Attendants

20.06 The Employer shall supply uniforms for Bylaw Constables and Parking Meter Attendants including suitable gloves during winter.

(a) The Employer shall reimburse Bylaw 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 identification badges to Bylaw Constables and Parking Meter Attendants who are required to carry them at all times when on duty within the boundaries of the City as a means of identification.

(c) The issue, use, replacement and return of uniforms and identification badges shall be governed by the policies set down in the City's Administrative Directives or the Department's Standard Operating Procedures.

(d) The Employer shall reimburse a Parking Meter Attendant who requires orthotics.

Tool Allowance

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

(a) Eligible employees shall receive a tool allowance in the amount of \$1200.00 annually, to be paid during the month of January for the year prior. This allowance is to assist in defraying the employee's cost of replacing tools used in the performance of their regular duties.

20.08 If employees are required to supply their own tools (other than mechanic's tools), the employees shall be compensated by the Employer for the cost of the tools.

Clothing Allowance

20.09 All Permanent Employees (excluding uniform personnel), are eligible to receive a clothing allowance once per year.

(a) The clothing allowance shall be \$300.00 per year and shall be paid after completion of one year of continuous service and each year after that. The allowance shall automatically be paid out in the pay period immediately following the entitlement date and in any event, prior to December 31st of each year.

Vision Care Allowance

20.10 [Deleted]

ARTICLE 21: SENIORITY

Seniority Groups

21.01 For seniority purposes only, the groups are defined as:

- (a) Clerical and Technical Employees
- (b) Recreation and Bylaw Employees
- (c) Public Works Employees
- (d) Temporary Employees
- (e) Transit Department Employees

Seniority List

21.02 At least once every three months, the Employer shall post in a conspicuous place in each applicable department a current seniority list of Permanent Employees and Temporary Employees for each group. This list shall include the date of the employee's last entry into the bargaining unit covered by this Agreement and a cumulative total accrued seniority in completed months.

21.03 Part time Permanent Employees and Part Time Temporary Employees shall accrue seniority on a pro rata basis proportional to the percentage of established regular hours employees are scheduled to work.

21.04 Seniority shall not be applicable during the initial probationary period; however, when the probationary period is successfully completed seniority shall commence from the original date of entry into the bargaining unit.

21.05 If an employee is transferred or promoted, their seniority shall be transferable within the bargaining unit.

Transfer Outside the Bargaining Unit

21.06 (a) If an employee is transferred to employment which is outside the bargaining unit, or they are appointed to act temporarily for a period of greater than three months in a position which is outside the bargaining unit, they shall retain their seniority rights for a period of six months commencing from the day on which the transfer, or acting appointment is effective. During the period of transfer, or acting appointment outside of the bargaining unit, an employee shall not accrue seniority, nor shall they be entitled to grieve under Article 28.

(b) After the six month period has expired, the employee shall lose all their seniority rights in the bargaining unit. If the employee is transferred back to employment coming within the bargaining unit or ceases to act in a position outside the bargaining unit within the six month period, they shall retain all their seniority in the bargaining unit and shall again

commence accruing seniority from the effective date of their return to a bargaining unit position.

Loss of Seniority

- 21.07 An employee's seniority rights shall be deemed lost and their employment deemed terminated when:
- (a) they leave the employment of the Employer voluntarily;
 - (b) they are discharged by the Employer and the discharge is not reversed through procedures instituted under the Grievance Procedure of this Agreement;
 - (c) they have been laid off and fail to exercise their right to recall by refusing an offer of permanent employment or by refusing three separate offers of casual or temporary employment; or
 - (d) they are recalled and fail to report for work in accordance with section 21.13.
- 21.08 If any dispute arises as to seniority, it shall be settled as a grievance under the Grievance Procedure of this Agreement.

Layoff and Recall

- 21.09 In the event of a layoff of a Permanent Employee or Seasonal Employee within a group, the Employer shall advise the employee as soon as is practicable after the decision to lay off is made, and in any event shall give the employee at least 30 calendar days' notice in writing that they are going to be laid off, and the notice shall include the effective date of the layoff. If 30 calendar days' written notice is not provided, the Employer shall pay two weeks' salary in lieu of wages to the affected employee. Group (d) employees subject to layoff shall be given 14 calendar days' written notice or one week's salary in lieu of notice.
- 21.10 In the event of layoffs subject to section 21.12, group seniority shall be exercised prior to overall bargaining unit seniority being recognized. The principle of last employee on, first employee off shall prevail.
- 21.11 Subject to section 21.10 and section 21.14, if layoffs occur, as long as a senior employee is capable of performing another job within the bargaining unit, they may exercise their seniority rights and take the job.
- 21.12 A laid off Permanent Employee or Seasonal Employee shall retain their seniority and right to recall within the bargaining unit for 12 months after the last date of layoff. A laid off Temporary Employee shall retain their seniority and right to recall within the bargaining unit for a period matching their period of employment, or 3 months, whichever is greater, not to exceed 12 months after the last date of layoff. If two or more employees have the same date of hire, the Employer shall rank the employees by merit and the employee having the lowest merit shall be the first laid off. Merit shall be based on documents in the employee's personnel file relevant to job performance at the date of layoff in relation to the employee's duties and responsibilities.
- 21.13 Subject to section 21.14, during the right to recall period, the Employer shall offer available casual, temporary or permanent employment to qualified, laid off employees within the

bargaining unit according to their seniority. The principle of last employee off, first employee on shall prevail.

(a) Seniority accumulated by Temporary Employees shall be used for recall to temporary positions. Seniority can be used when applying for a permanent position as long as no qualified Permanent Employees apply. Seniority shall be retroactive to the employee's initial date of hire.

(b) This section only applies if a laid off employee has kept the Employer advised **in writing** of their current address and reports for work within seven working days after notice of recall.

21.14 The exercising of seniority rights on layoff or recall shall not be used to achieve promotion for an employee or to achieve what would otherwise be deemed a promotion under this Agreement, nor shall it be used to circumvent other provisions of this Agreement.

21.15 An employee who has been required to accept an equivalent or lower classification as a result of the exercising of seniority rights within the bargaining unit, shall be reinstated without competition or probationary period in their former position if it becomes available.

21.16 If a laid off employee is called back to work within their right to recall period, there shall be deemed to have been no break in the employee's bargaining unit seniority with the Employer by reason of the layoff.

21.17 A laid off employee who has been recalled to permanent employment within the right to recall period shall not be required to serve another probationary period.

21.18 A laid off employee who is recalled to a permanent position within their right to recall period shall retain the annual vacation accrual rate that they were entitled to on their date of layoff but they shall not accrue any type of leave for the period they were laid off.

21.19 All other employee benefits for a laid off employee who is recalled to a permanent position within their right to recall period shall be commenced as if no break in service occurred.

Seasonal Employees - End of Season Notice

21.20 When the end of season occurs, employees occupying seasonal positions shall receive an end of season notice that indicates end of season layoff.

21.21 Upon issuance of an end of season notice, Seasonal Employees shall be eligible for recall to temporary and casual positions as noted in paragraph 21.13(a) if they so desire and if they provide notice of this desire to the Employer in writing. The recall would occur within the employee's group as identified in section 21.01 prior to exercising bargaining unit wide seniority.

21.22 Recall notice to Seasonal Employees shall be **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 their intention to return to the employment of the City within 10 working days of receipt of the notice and shall report for work on the day specified in the notice. Any employee failing to respond to the City within 10 working days of receiving notice to report or who fails to report on

the day specified in the recall notice, shall forfeit their claim to re-employment unless the Employer and employee have agreed otherwise.

- 21.23 Seasonal Employees shall not be subject to paragraph 21.07(c) during the period from the issuance of the End of Season Notice and receipt of the recall notice.

ARTICLE 22: SEVERANCE

22.01 Permanent Employees shall be entitled to receive severance pay in accordance with the following provisions for completed continuous years of employment.

- (a) An employee who is terminated for cause shall not be paid severance pay.
- (b) 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 week's pay for each succeeding complete year of employment to a maximum of 28 weeks, less any period in respect of which severance pay was previously granted.
- (c) An employee who has seven 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 28 weeks, less any period in respect of which was previously granted severance pay for a layoff.
- (d) An employee who has 20 years or more of continuous service shall, upon resignation, receive severance as outlined in paragraph (b) to a maximum of 28 weeks.
- (e) An employee who retires from employment with the City, and whose age and years of service equals 75 or more, shall receive a retirement allowance in the amount of two weeks' pay for the first completed year of service and one week's pay for each succeeding complete year of employment to a maximum of 28 weeks, less any period in respect of which severance, retirement or resignation allowance was previously paid.
- (f) An employee who is at significant risk of death in the next 26 weeks, upon submission of a certificate from a medical practitioner, shall be entitled at the date of notice to transfer their severance into the employee's personal Registered Retirement Savings Plan, upon request.

ARTICLE 23: JOB POSTING

23.01 If it is determined by the Employer that a vacancy exists in a permanent position, the Employer shall post notice of the vacancy on all bulletin boards, within 30 calendar days from the position becoming vacant, and staff the position as soon as reasonably possible, unless the Parties agree otherwise.

23.02 All vacant positions shall be posted internally for a minimum period of seven calendar days, with the exception of temporary vacancies, in accordance with section 23.07.

- 23.03 If, as a result of action taken in sections 23.01 and 23.02, the Employer determines that there are no qualified employee applicants, the Employer may fill the vacancy by any other recruitment and selection process.
- 23.04 All job postings, whether internal or external, shall identify that the position is covered by a Collective Agreement between the City and the Public Service Alliance of Canada/Yukon Employees Union.
- 23.05 Appointments shall be made to the highest ranked candidate by considering qualifications including but not limited to education, skill, training, knowledge, experience, attitude and previous performance during employment.
- 23.06 If the Employer determines that two or more applicants have relatively equivalent qualifications, appointment shall be made on the basis of seniority. Relatively equivalent means no more than 5% difference between each applicant's total ratings.
- 23.07 If it is determined by the Employer that an acting pay situation is necessary and if it is known that the acting situation will continue for more than 40 working days, the Employer shall post the temporary acting position in the same manner as for a permanent vacancy. Temporary vacancies for the Activity Monitor and Labourer positions do not have to be posted.
- (a) Despite section 23.07, nothing shall preclude the Employer from temporarily assigning a bargaining unit employee to act while the job posting process is being finalized.
- 23.08 If operational requirements permit, Permanent Employees who are qualified shall be given first opportunity to fill temporary positions.
- 23.09 Unsuccessful internal applicants who were interviewed shall be informed in writing of the reasons why they were not successful and shall be granted a post-selection interview, upon request.
- 23.10 If an employee grieves a decision pursuant to sections 23.05 or 23.06, the Employer shall provide the average ranking on each qualification of each candidate in the competition.
- 23.11 The Employer may establish eligibility lists resulting from job postings.
- (a) Eligibility lists may be established for as short as two months or as long as one year.
- (b) Notice of an eligibility list shall be included in the job posting to advise potential applicants.

ARTICLE 24: GOVERNMENT FUNDED WORK PROJECTS

- 24.01 The Employer may participate in federal or territorial funded work projects and any wages or compensation and working conditions of individuals participating in these programs shall be determined by the specific program provisions established by the applicable level of government.

- 24.02 The participation of the individuals shall in no way affect the job security of employees falling within the scope of this Agreement nor shall a laid-off employee's rights to recall be circumvented by reason of the Employer's participation in the programs.
- 24.03 If the Employer wishes to participate in government funded programs other than those described in section 24.01, the Employer shall advise the Union accordingly and shall receive the Union's agreement prior to participating in the program.
- 24.04 The Employer shall attempt to advise the Union of those individuals participating in government assisted programs prior to their actual commencement, but, if unable to do so, then shall do so after the commencement of the program.

ARTICLE 25: PROBATION PERIOD

- 25.01 Newly hired employees shall be on probation. The probation period for Full Time employees working a standard work week of 35 hours shall be 910 worked hours. The probation period for Full Time employees working a standard work week of 40 hours shall be 1040 worked hours. The probation period for Part Time employees shall be six months.
- 25.02 A Probationary Employee may be rejected at any time during the initial probationary period if it is determined by the Employer that the employee has failed to meet an acceptable standard of performance or there has been conduct that warrants rejection. A probation period may be extended by the Employer no longer than the employee's initial probation period if it is anticipated that the Probationary Employee may benefit from additional time to reach an acceptable standard of performance or conduct.

Trial Period on Transfer or Promotion

- 25.03 When an employee has successfully completed their probationary period and is subsequently promoted or transferred to another position, they shall serve a trial period as follows.
- (a) On promotion or transfer within the same department they shall serve 50% of the established probationary period.
 - (b) On promotion or transfer outside the department they shall serve 75% of the established probationary period.
 - (c) An employee or the Employer may reject the probation period for cause. Upon such rejection the employee shall return to their previous position.
 - (d) If an employee or the Employer rejects the probation period for cause, the Employer may then offer that position to the second ranked candidate without competition but subject to section 23.06.

ARTICLE 26: DISCIPLINE

- 26.01 If an employee is disciplined causing a reprimand to be documented and placed on the employee's file in Human Resources, the 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
- 26.02 If no further disciplinary action is taken during the time periods specified in section 26.01, the document shall then be removed from the file and forwarded to the employee concerned for destruction.
- 26.03 Any further disciplinary action taken during the time periods specified in section 26.01, shall cause all documented reprimands to be retained on the employee's file until the expiration of the time period applicable to the most recent documented reprimand.
- 26.04 The Employer shall provide the Shop Steward and the local Union office with a copy of any written record of disciplinary action (including reprimands) which is to be recorded in the employee's file.
- 26.05 Employees shall have the right to Union representation if formal discipline is being handed out.
- 26.06 Discipline and discharge shall only be for just cause.

ARTICLE 27: SAFETY PROVISIONS

- 27.01 The Parties shall at all times comply with Part 3 – Workplace Health and Safety, of the Yukon’s *Workers’ Safety and Compensation Act* and regulations made under the Act, and any refusal on the part of an employee to work in contravention of such legislation shall not be a breach of this Agreement.
- 27.02 The responsibility for the safety and wellbeing of City employees is shared jointly by the Employer and employees. All employees are required to comply with the Employer's Accident Prevention Program and Safety Rules.

Safety Committee

- 27.03 There shall be a Safety Committee established and maintained and the committee shall be comprised of at least three representatives of the Employer and at least three representatives of the Union membership. Equal representation shall be maintained at all times. The Safety Committee shall meet at least once a month or at the call of the Chairperson, or any two members.
- 27.04 The Safety Committee shall have the authority to promote, investigate and make recommendations on any matter of safety in the operations of the Employer. If the Committee determines any practice, structure or equipment to be unsafe in the operations of the Employer, the Committee shall make a recommendation for correction and the Employer shall be required

to ensure that all Safety Committee recommendations are investigated and corrective action taken which eliminates the safety hazard.

First Aid Kits

27.05 First aid kits shall be supplied by the Employer and kept in places easily accessible to all employees. The Safety Committee member doing the required inspections shall ensure that the kits are properly cared for and maintained.

Safety and Protective Equipment

27.06 The Employer shall provide to the employees, free of charge, all safety and personal protective equipment (except safety footwear) which is necessary to safely perform their duties. The employee shall be responsible for the cost of any of the above safety articles issued to them in the performance of their duties if they are unable to return them.

- (a) Each employee shall provide adequate clothing for their particular job. However, rain clothes shall be available for issue on a sign-out, sign-in basis, when a job change or sudden weather change results in an employee being inadequately protected for that particular shift.
- (b) Subject to section 20.05, approved safety shoes or boots shall be worn by all employees in accordance with Part 3 – Workplace Health and Safety, of the Yukon's *Workers' Safety and Compensation Act* and regulations made under the Act, or the Employer's Accident Prevention Program and Safety Rules. The employee shall provide these articles at their own expense.
- (c) Protective footwear shall be supplied on a charge out basis to employees at no cost to the employee when working with asphalt, tar or jack hammers.

ARTICLE 28: GRIEVANCE PROCEDURE

Employee Grievance

Pre-Grievance Meeting

28.01 (a) If any difference arises between the Parties concerning the interpretation, application and operation or alleged violation of this Agreement (other than for grievances referred to in section 28.02), an earnest effort shall be made to settle the matter promptly in the following manner.

Prior to filing a formal grievance an employee, who may be assisted by a Union representative, shall discuss the matter or complaint with their **Manager who shall be assisted by Human Resources, at a pre-grievance meeting to be held within seven calendar days** of the matter or complaint occurring or becoming apparent. If the matter or complaint is not resolved **at the pre-grievance meeting**, the employee may proceed to Step 1 by filing a written grievance with **Human Resources** identifying the specific Article or

sections of the Collective Agreement they believe have been contravened. The grievance shall be filed within 14 calendar days of the pre-grievance meeting.

Steps of Grievance Procedure

(b) Step 1 – Hearing by a Manager

The employee, assisted by their Union representative, shall take the grievance up with Human Resources, who shall appoint a Manager to hear the grievance within 10 calendar days. Failing settlement at Step 1, the employee may proceed to Step 2 by filing a written notice of intent to Human Resources within 10 calendar days of receipt of the Step 1 decision.

Step 2 – Hearing by Divisional Director

The employee, assisted by their Union representative, shall take the grievance up with Human Resources who shall appoint a Divisional Director to hear the grievance within 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 14 calendar days of receipt of the Step 2 decision.

Step 3 – Arbitration

Failing settlement at Step 2 or Step 2(a), as the case may be, 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, as the case may be. By mutual agreement, a single arbitrator may be appointed to hear the grievance.

Policy, Dismissal and Employer Grievances

28.02 (a) Policy, disciplinary dismissal and Employer grievances shall begin at Step 2 of the Grievance Procedure and shall be filed within 14 working days of the matter or complaint occurring or becoming apparent. A grievance response shall be provided within seven working days after the filing of the grievance. Failing settlement at this Step, the grievance may be advanced to Step 2(a) within seven working days of the Divisional Director's decision by filing a written notice of intent to Human Resources.

(b) Step 2(a) - Hearing by City Manager

The employee, assisted by their Union representative, shall present the grievance to the City Manager. If a satisfactory settlement cannot be reached within 14 working days of receipt of the grievance by the City Manager, the grievance may proceed to Step 3.

28.03 The time limits in this Article may be extended by mutual agreement of the Parties.

28.04 If the aggrieved employee fails to comply with any of the time limits specified in this Article, the grievance shall be deemed to have been abandoned.

28.05 Either Party may call witnesses at their sole discretion at any step in the procedure.

- 28.06 If the same management representative is to hear the same grievance more than once, the aggrieved Party may advance the grievance to the next step.
- 28.07 The Parties shall disclose pertinent facts at each step of the grievance procedure to ensure appropriate decision making.

ARTICLE 29: RESPECTFUL WORKPLACE

- 29.01 There shall be no discrimination, interference, restriction, harassment, or coercion with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, creed, age, colour, national origin, political or religious affiliation, sex, marital status, family status, sexual orientation, gender identity, mental or physical disability, nor by reason of membership or activity in a trade union.
- 29.02 The Parties are bound by the Harassment and Respectful Workplace Administrative Directive of the City of Whitehorse. The City may amend the Administrative Directive from time-to-time and shall consult with their employees in policy review.
- 29.03 A member of the bargaining unit may choose to exercise their right under Article 28 alleging a violation of the Harassment and Respectful Workplace Administrative Directive. Step 1 of the Grievance Procedure may be omitted in such cases if the Employer designate is an alleged harasser.
- 29.04 Investigations pursuant to a grievance filed by a member of the bargaining unit shall be conducted by a mutually agreed upon independent investigator if requested by the Union. The Parties shall share equally the cost of the investigation.
- 29.05 The Employer shall provide a report and any recommendations made with respect to an investigation carried out as a result of a complaint filed pursuant to this Article, to the Union and to the grievor in the case of an employee grievance.

ARTICLE 30: TECHNOLOGICAL CHANGE

- 30.01 In this Article, technological change means:
- (a) the introduction by the Employer into their work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by the Employer in the operation of the work, undertaking or business; and
 - (b) a change in the manner in which the employer carries on the work, undertaking, or business that is directly related to the introduction of that equipment or material.
- 30.02 If a technological change is likely to affect the terms and conditions or security of employment of a significant number of employees, the Employer shall give notice of the technological change to the Union at least 120 days prior to the date on which the technological change is to take effect.

- 30.03 A detailed description of the notice referred to in section 30.02 shall be in writing and shall provide:
- (a) the nature of the proposed technological change;
 - (b) the date on which the Employer proposes to effect the technological change;
 - (c) the names of the employees who will initially be likely to be affected by the proposed technological change; and
 - (d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected, and the rationale for the change.

ARTICLE 31: JOB SECURITY

Contracting Out

- 31.01 Prior to the contracting out of a function currently performed by members of the bargaining unit, and which results in a change in existing operational methods, the Employer shall notify the Union representative in writing of its intention and shall provide details of the work to be performed. If the Union so requests within three working days of receiving notice, discussions with the Employer shall be held to review alternative suggestions from the Union. During the life of this Agreement, no Permanent Employee shall, as a direct result of leasing equipment or contracting a service, lose their employment with the Employer, and the employee's wage shall be red-circled until such time as they are placed in a position with an equivalent pay range or higher. The Employer shall make every reasonable effort to place employees affected by leasing or contracting out in permanent positions with an equal rate of pay to that received prior to such leasing or contracting out.
- 31.02 The Employer shall not lease equipment from others when such leasing would adversely affect the Full Time employment of employees, unless and until all operative Employer-owned equipment suitable for the job involved is in full time use.
- 31.03 It is not the function of employees who are not in the bargaining unit to perform work which is currently being performed by an employee in the bargaining unit, except in emergency conditions and for the training and instructing of an employee, and in no case shall an employee in the bargaining unit lose income by reason of the performance of the work by a person not in the bargaining unit.
- 31.04 Despite section 31.03, it is recognized that the nature of the work in some departments is such that it is often impossible to distinguish between the work performed by a department manager and the bargaining unit employees. However, the Employer shall not reorganize a department in such a way that a department manager assumes a significant amount of work previously done by a bargaining unit employee and thereby eliminate that job. This does not preclude the Employer's right to reduce the number of jobs in a department where the workload in that department is reduced.

31.05 Despite any other provision in this Article, no employee shall be laid-off or have their hours of work reduced due to contracting-out.

ARTICLE 32: PERFORMANCE EVALUATION

32.01 Job performance evaluations shall be completed at the end of every employee's probationary period and annually after that.

32.02 The objectives of the job performance evaluation process are:

- (a) to evaluate the ability of the employee to carry out the Tasks and responsibilities in their job description;
- (b) to identify organizational barriers to performance if they exist;
- (c) to provide meaningful feedback regarding their job performance; and
- (d) to coach for improvement by clarifying expectations if required.

32.03 The Employer shall provide an opportunity for the employee to attach comments regarding their personal evaluation of their performance to the evaluation.

32.04 A copy of the employee's performance evaluation shall go on the employee's personnel file, signed and dated by the employee indicating they have had an opportunity to view and discuss it.

ARTICLE 33: SHIFT DIFFERENTIAL

33.01 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.

ARTICLE 34: LABOUR/MANAGEMENT COMMITTEE

34.01 A Labour/Management Committee shall be appointed and consist of not more than three Employer representatives and not more than three Union representatives.

34.02 If either Party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. The meeting date shall be arranged not later than 15 calendar days after the request has been given.

34.03 The Employer shall prepare the agenda and distribute minutes as soon as possible. Each Party shall sign the minutes of each meeting. The minutes, once signed by each Party shall be posted for the information of all employees.

Attendance Pay

34.04 Time spent by employees in attending meetings of the Committee shall be considered time worked.

34.05 As much as reasonably practicable, meetings of the Committee shall take place during regular working hours to avoid overtime.

ARTICLE 35: SAVINGS CLAUSE

35.01 No employee who, prior to the date of this Agreement, was receiving more than the rate of wages or salary as set out in Schedule "A", shall suffer a reduction of wages or salary because of the adoption of this Agreement.

35.02 Nothing contained in this Agreement shall preclude higher wages/salary being paid to employees of special ability.

35.03 If any Article or section of this Agreement is held invalid by operation of law or by a tribunal of competent jurisdiction or, if compliance with or enforcement of any Article or section is restrained by the tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected-

- (a) If any Article or section is held invalid or enforcement of or compliance with which has been restrained, as set out above, the Parties shall enter into immediate collective bargaining negotiations upon the request of either Party for the purpose of arriving at a mutually satisfactory replacement of the Article or section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

ARTICLE 36: APPRENTICESHIP AND CERTIFICATION PROGRAMS

Apprenticeship Program

36.01 The City shall participate in the training of apprentices under the terms of Yukon's *Apprentice Training Act*. In general terms, the program shall operate as set out in section 36.02.

36.02 The following are agreed-upon terms and conditions of employment for Permanent Employees engaged as Apprentices by the City.

- (a) Apprentices are Term Employees.
- (b) The *Apprentice Training Act* and associated regulations shall apply to all Apprentices employed by the City.
- (c) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the *Apprentice Training Act*.
- (d) Pay increases as outlined in paragraph (f) shall not be automatic but shall be based upon the following:
 - (i) successful work performance as described in the Apprenticeship Training Schedule during the first six months of each apprenticeship year; and

- (ii) completion of the appropriate annual trade-training course during the second six months of the apprenticeship year as described in the Apprentice Training Schedule.
- (e) Credit shall be granted for the first and second six-month periods where Apprentices have completed the 10 month course approved by the *Apprentice Training and Tradesperson's Qualifications Regulations* for their particular journeyman trade.
- (f) Apprentices working in journeyman trades shall be paid in accordance with the percentages as specified in the *Apprentice Training and Tradesperson's Qualifications Regulations* for the journeyman trade in which they are engaged.

First six months	60%
Second six months	65%
Third six months	70%
Fourth six months	75%
Fifth six months	80%
Sixth six months	85%
Seventh six months nth	90%
Eighth six months	95%

- (g) Apprentices training as journeymen shall receive an hourly rate of pay for all regular hours of work in accordance with the above schedule. The hourly rate of pay shall be calculated as a percentage of the appropriate journeyman hourly rate of pay described in Schedule "A" as step 4 for the position name requiring the journeyman trade certification in which the Apprentice is engaged.
- (h) The Employer shall pay the Apprentice their current hourly rate of pay while attending trade courses; however, the Apprentice shall reimburse the Employer for any salary allowances received from the Federal Government or any other allowances in lieu of salary.
- (i) If an Apprentice is unable to complete the trade training course before the end of a period where they would qualify for a percentage increase in their hourly rate of pay, and subsequently completes the course successfully, their pay increase shall become effective on the date of successful completion of the course.
- (j) If an Apprentice fails, after two attempts, to successfully complete a trade training course, a recommendation shall be made to the Superintendent of Apprenticeship Training to cancel their contract and the Apprentice shall be removed from their position and may be terminated.

- (k) An Apprentice shall be removed from their position and may be terminated if:
 - (i) they fail, after two attempts, to successfully complete any trade-training course; or
 - (ii) as a consequence of failing a trade-training course, or courses, or because of extenuating circumstances within their control, they would have to continue to be employed as an Apprentice in order to qualify as a journeyman for one or more years past the total time period for apprenticing laid out by the *Apprentice Training and Tradesperson's Qualifications Regulations* for their particular journeyman trade.

36.03 Positions may be filled at different levels of an Apprenticeship Program to provide for a broader training experience and a continuous flow of trades assistance.

Certification Program

36.04 The City shall participate in the training of employees to become certified under the terms of Certification Programs that the City, from time to time, deems necessary for the effective and safe provision of services to the public or the organization. In general terms, certification employment shall operate as set out in sections 36.05 to 36.08.

36.05 Certification Programs are generally intended to provide a means for Permanent Employees, not so qualified, to obtain the certifications required in a position.

36.06 The Employer determines whether a Certification Program is necessary.

36.07 A Certification Program may be amended by the Employer, in consultation with the Union at any time during a program.

36.08 The following are agreed-upon terms and conditions of employment for Permanent Employees engaged in designated Certification Programs by the City.

- (a) Acceptance of an employee to a Certification Program is subject to Article 23.
- (b) Pay increases shall not be automatic but shall be based upon the employee's successful completion of the appropriate annual training courses as described in the employee's training schedule. Despite this, existing Permanent Employees currently in a position that has become subject to a Certification Program shall not have their pay reduced.
- (c) Credit shall be granted for up to the first or second six-month periods where employees have completed, in advance, selected courses outlined in the training schedule for their Certification Program. The terms of such credit shall be outlined in the Certification Program and Training Schedule.
- (d) Subject to paragraph (b), employees working in Certification Programs shall be paid in accordance with the schedule of percentages as specified in the Program for the position in which they are engaged. The lowest percentage shall be no more than 30% below the lowest step of the range as designated in Schedule "A" for the position.
- (e) The Employer shall pay the employee, while attending courses, their current hourly rate of pay.

- (f) Employees in a Certification Program are Permanent Employees and shall be entitled to the benefits and terms and shall abide by the conditions of employment outlined in the current Collective Agreement.

Probation

- (g) Paragraphs 25.03(a) and (b) do not apply to Certification Employment Program employees. However, paragraph 25.03(c) does apply. Despite section 25.01, the probation period for an employee entering into a Certification Employment Program shall be determined during the development of the training schedule. Its length may coincide with the completion and subsequent results after the conclusion of the first certification course. Under no circumstances shall the probation period exceed 160 shifts. Despite the above, existing Permanent Employees who have passed their probation period and are currently in a position that has become subject to a Certification Program shall not serve any additional probation period.
- (h) Subject to paragraph (b), if an employee has been unable to complete the certification course before the end of a period when they would qualify for a percentage increase in their hourly rate of pay, and subsequently completes the course successfully, their pay increase shall become effective on the date of successful completion of the course.

Legal Obligation Certification Program

- (i) If an employee fails, after two attempts, to successfully complete a certification course, the employee shall be removed from their position and may be laid off pursuant to Article 21. However, every reasonable effort shall be made to accommodate those employees who were previously employed by the City prior to entering the Certification Program.

Voluntary Certification Program

- (j) If an employee fails after one attempt to successfully complete the first certification course, they may withdraw from participation in the Certification Program and return to their previous position where appropriate. If an employee fails, after two attempts, to successfully complete a certification course, the employee shall be removed from their position and may be laid off pursuant to Article 21. However, every reasonable effort shall be made to accommodate those employees who were previously employed by the City prior to entering the Certification Program.
- (k) Positions may be filled at different levels of a Certification Program to provide for a broader training experience and a continuous flow of technical assistance.

36.09 Subject to legal obligations, participation in a Certification Program is voluntary.

ARTICLE 37: JOB SHARE

37.01 Job sharing is a voluntary arrangement between the Employer and two employees by which two employees agree to share the responsibilities and Tasks of a Full Time job in such a manner that each attends in the position for separate periods of time.

- 37.02 At the request of a Permanent Employee, or two Permanent Employees in a position, the Employer may agree to allow two employees to share the hours of a Full Time position. There shall be no increase in cost to the Employer and no decrease in productivity.
- (a) Subject to Employer approval, the employees shall establish the rotation whereby one employee covers the position at all times except when one or both employees are on approved leave. The rotation may be by day, week, month or season as operational requirements permit.
 - (b) The Employer shall not unilaterally change the rotation. However, the established rotation may be changed by mutual agreement to address temporary situations where one of the Job Share Employees is absent from work.
 - (c) The provisions of the Collective Agreement for Part Time employees shall apply to each of the Job Share Employees.
 - (d) The job share may be terminated at any time by the Employer on 30 days' notice for just cause.
 - (e) If one employee leaves the position, there shall be a one month period in which to find a replacement before the job share arrangement is terminated subject to the remaining employee choosing to work full time. During this period the Employer shall make reasonable efforts to fill the vacant rotation. The Employer shall consider any suitable replacement employees suggested by the remaining employee. Failing this, the job share arrangement is deemed to be terminated and the shared position must revert to a Full Time position with the remaining employee assuming that Full Time position.

ARTICLE 38: DURATION

- 38.01 This Agreement shall be in full force and effect from and including September 1, 2021 to and including August 31, 2026. Either Party to this Agreement may within four months immediately preceding its expiry date, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.


SIGNATURES

This Agreement signed at the City of Whitehorse, Yukon, this ___ day of _____, 2023.

City of Whitehorse:



Laura Cabott, Mayor



Wendy Donnithorne, City Clerk

Public Service Alliance of Canada, Local Y046



Lorraine Rousseau,
PSAC Regional Executive Vice-President - North

Negotiated by:

**On behalf of the Employer
City of Whitehorse**



Lindsay Schneider




Valerie Braga



Krista Mroz



Tracy Allen



Jason Bradshaw



Landon Kulych

**On behalf of the Union
Public Service Alliance of Canada, Local Y046**



Joshua Paddon




Shauna Murphy



Dale Gebuliak



Jeremy Raymond



Gary McKone



Karen Brost



Thomas Riexinger



Dorian Brown

SUMMARY OF MONETARY 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%

APPENDIX “A”: SUMMARY OF PROVISIONS APPLICABLE TO EACH CATEGORY OF EMPLOYMENT

(varied application to Transit Department Employees)

This Appendix is for convenience of reference only. For details see the applicable Articles of the Agreement.

Permanent Employees

Article

- 9.12 (m) The salary of each employee shall, subject to paragraphs 9.12(n) and 9.12(o), be increased annually on their increment date by one step where their salary falls on an increment or by 5% where their salary falls between increments until they reach 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 Leave
- 12.01 (a) Non-Occupational Illness or Accident Notification (employees must complete 90 calendar days of continuous service)
- 12.01 (b) Sick Leave vs Wage Indemnity or Long Term Disability
- 12.01(e) Medical, Dental and Optical Appointments, and Attendance at 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 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 (must qualify under EI Act)
- 13.08 Compassionate Leave
- 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 Insurance (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
- 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 Constables and Parking Meter Attendants
- 20.07 Tool Allowance (employees designated by the City)
- 20.09 Clothing Allowance (excluding uniform personnel)
- 22.01 Severance
- 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 they shall be pro-rated based on a full calendar year.

Article

- 9.12 (m) The salary of each employee shall, subject to paragraphs 9.12(n) and 9.12(o), be increased annually on their increment date by one step where their salary falls on an increment or by 5% where their salary falls between increments until they reach 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 Leave (a Seasonal Employee shall receive vacation pay at the accrual rate listed in Article 11.01. Years of continuous service as outlined in Article 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 or more months per calendar year shall 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 Court Leave
- 13.05 Injury on Duty Leave
- 13.06 Maternity Leave (after completion of one-year continuous employment)
- 13.07 Parental/Adoption Leave (must qualify under EI Act)
- 13.08 Compassionate Leave
- 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 Insurance (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
- 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 Constables and Parking Meter Attendants
- 20.07 Tool Allowance (employees designated by the City)
- 20.09 Clothing Allowance (excluding uniform personnel)
- 22.01 Severance
- 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 months).
- 10.03 Statutory Holidays (a Temporary 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).
- 10.08 Time off in Lieu of Statutory Holidays (applies to select positions)
- 11.01 Vacation Leave (a Temporary Employee shall receive vacation pay at the rate of 6% of gross pay at each pay period).
- 12 Illness
- 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 Court Leave
- 13.08 Compassionate Leave
- 13.10 Leave Without Pay
- 19.08 Bus Pass
- 19.09 Canada Games Centre Pass
- 20.06 Uniforms for Bylaw Constables and Parking Meter Attendants
- 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 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 Yukon's *Employment Standards Act*.)

- 11.01 Vacation Leave (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 Constables and Parking Meter Attendants
- 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 paragraphs 9.12(n) and 9.12(o), be increased annually on their increment date by one step where their salary falls on an increment or by 5% where their salary falls between increments until they reach 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 Leave (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 City's benefits carrier.)
- 12.01(b) Sick Leave vs Wage Indemnity or Long Term Disability
- 12.01(e) Medical, Dental, and Optical Appointments, and Attendance at 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

- 13.02 Marriage Leave (Eligible after 6 months of continuous service)
- 13.03 Birth/Adoption Leave
- 13.04 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 (must qualify under EI Act)
- 13.08 Compassionate Leave
- 13.09 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
- 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 Constables and Parking Meter Attendants
- 20.07 Tool Allowance (employees designated by the City)
- 20.09 Clothing Allowance (excluding uniform personnel)
- 22.01 Severance
- 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 Employer and employee agree otherwise.

Article

9.12 (m) The salary of each employee shall, subject to paragraphs 9.12(n) and 9.12(o), be increased annually on their increment date by one step where their salary falls on an increment or by 5% where their salary falls between increments until they reach 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 Leave
12.01(a)	Sick Leave/Non-Occupational Illness or Accident (must complete 90 days before eligible)
12.01(b)	Sick Leave vs Wage Indemnity or Long Term Disability
12.01(e)	Medical, Dental and Optical Appointments, and Attendance at 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	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 (must qualify under EI Act)
13.08	Compassionate Leave
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
16.01	Yukon Bonus (after 2 years of continuous employment)
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 Constables and Parking Meter Attendants
- 20.07 Tool Allowance (employees designated by the City)
- 20.09 Clothing Allowance (excluding uniform personnel)
- 22.01 Severance
- 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)

APPENDIX "B": PROVISIONS APPLICABLE TO TRANSIT DEPARTMENT EMPLOYEES

As per section 2.01, the provisions of Articles 1 to 38 and Schedule "A" of this Agreement apply to all employees represented by the Public Service Alliance of Canada/Yukon Employees Union Local Y046 (including Transit Department Employees), in accordance with the terms of each of those provisions.

This Appendix contains provisions specific to Transit Department Employees. This Appendix shall be read in conjunction with the rest of the Agreement. However, if there is a conflict between a provision of this Appendix and any other provision of this Agreement, the provision of this Appendix prevails to the extent of the conflict in its application to Transit Department Employees.

For reference purposes only, any corresponding section of Collective Agreement Y022 that dealt with a topic addressed in this Appendix appears in brackets at the end of the Article or section in this Appendix.

ARTICLE B1: INTERPRETATION

Definitions

B1.01 (a) In this Appendix

"Extra Work" means any bus driver work that is not on the drivers' work schedule.

"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. (Y022 2.01)

(b) In this Appendix, a reference to an employee means a Transit Department Employee.

Employee Status

B1.02 "Casual Employee" means an employee who is not a Permanent Employee and who may be hired on a temporary basis. A Casual Employee shall not work for more than five consecutive days once in a month except by mutual agreement of the Parties. Prior to the work being assigned, section B6.03 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 1,800 hours of work or 2 calendar years, whichever occurs first. (Y022 - 2.02)

B1.03 Prior to the hiring of a Casual Employee in a non-driver position, the work shall be offered to a Spare Driver first and Full-Time driver second, if they are qualified and the work does not incur overtime. An employee who accepts the work shall be paid at the same step in the range for the new classification as specified in Schedule "A". (Y022 - 2.03)

- B1.04 "Permanent Employee" means a Full Time or Part Time employee who has bid or competed for a permanent position and has been appointed accordingly. (Y022 - 2.04)
- B1.05 "Spare Driver" means a permanent Part Time employee scheduled to work two shifts per-week inclusive of Saturday and Sunday, and to be available to relieve other drivers as required for at least one shift per week. If determined eligible by the City's benefits 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. (Y022 - 2.05)

Employee Hours

- B1.06 "Full Time" means an employee, other than a driver, who is required to work the standard hours of work for their classification, or a driver who occupies a five day scheduled shift. If a Spare Driver successfully bids into a five day shift, the Employer shall replace them on Saturdays and Sundays, if so requested by the Spare Driver or if deemed necessary by the Employer.(Y022 - 2.06)
- B1.07 "Part Time" (non-driver) means an employee who works fewer hours than the standard weekly hours for a Full Time employee in the same classification and receives benefits on a pro-rated basis of the Full Time hours.(Y022 - 2.07)

ARTICLE B2: HOURS OF WORK AND OVERTIME

Hours of Work

- B2.01 The Employer shall have the right to establish work schedules and starting times. The Employer may change the 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 B2.18, prior to entering work schedule changes. (Y022 - 7.01)
- B2.02 The Employer shall attempt to arrange the employees' shift schedules at least one week in advance. (Y022 - 7.02)
- B2.03 The Employer shall make every reasonable effort to avoid excessive fluctuation in hours of work. (Y022 - 7.03)
- B2.04 An employee (excluding drivers) working seven and a half 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. (Y022 - 7.04)
- B2.05 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 15 minutes, the remainder of the break shall be unpaid, but in no event shall the break be longer than 30 minutes, unless otherwise agreed to by the Planning and Scheduling Committee. (Y022 - 7.05)

- B2.06 A driver working over five hours, in addition to the rest break referred to in section B2.05, 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 shall be unpaid but in no event shall the break be longer than 45 minutes, unless otherwise agreed to by the Planning and Scheduling Committee. Driving time without a break for the purposes of this section shall not exceed three hours except on the rare occasion that a driving run cannot be accommodated in any other manner, in which case up to three and one half hours may be permitted. (Y022 - 7.06)
- B2.07 A driver working seven and a half hours or more, excluding Saturday and Sunday, shall receive a 15 minute rest break, in addition to the two breaks identified in sections B2.05 and B2.06, 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 shall be unpaid but in no event shall the break be longer than 30 minutes unless otherwise agreed to by the Planning and Scheduling Committee. Driving time without a break for the purposes of this section shall not exceed three hours. (Y022 - 7.07)
- B2.08 If required, breaks shall be used to maintain the schedule. (Y022 - 7.08)
- B2.09 Despite sections B2.05 to B2.08, 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 shall be unpaid, but in no event shall the break be longer than 45 minutes, unless otherwise agreed to by the Planning and Scheduling Committee. (Y022 - 7.09)
- B2.10 All employees shall be guaranteed a minimum of three hours per shift. (Y022 - 7.11)
- B2.11 All employees who work Extra Work (non- bid) as per section B6.08 shall be paid a minimum of two hours pay at the prevailing rate. (Y022 - 7.12)
- B2.12 The Employer shall work closely with the Planning and Scheduling Committee on all matters related to driver work schedules. When scheduling split shifts:
- (a) split shifts shall comprise a minimum of four total hours and the total elapsed time shall not exceed 12 hours;
 - (b) any driver working a portion of the split shift which results in driving time in excess of three and one half hours shall receive one paid 15 minute rest break to be taken during the Non-peak Hours, unless specified by the Employer;
 - (c) portions of a split shift shall not result in additional sign-in and sign-out periods as referenced in paragraph B2.19(d); and
 - (d) driving time between portions of the shift shall be incorporated into the driving schedule. (Y022 - 7.13)
- B2.13 On the rare occasion a break falls at the end of a shift, the 15 minute sign-out period shall take place immediately after the end of the last run of the shift. The employee may "clock

out' at the end of the 15 minute sign-out period and may leave the workplace with the paid break to ensue. The break shall be considered 'time worked'. (Y022 - 7.14)

Overtime

B2.14 (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 shall be offered the overtime work. A refusal shall mean a forfeiture of overtime work. All drivers shall notify the Employer at the time of shift bid of their willingness to be on the overtime roster.

(b) Paragraph (a) shall not apply to a scheduled shift of up to eight and a half hours for the purpose of allocating overtime only. (Y022 - 7.15)

B2.15 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. (Y022 - 7.16)

B2.16 (a) The Employer shall 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 work week into the following year. Carried over credits which remain unused at August 31 of the current year shall be paid by the Employer.

(b) Compensatory leave shall be approved for leave requests of a minimum of two hours, subject to the operating requirements of the Employer. (Y022 - 7.17)

B2.17 Employees may, for cause, refuse to work overtime at any time and shall not be subjected to termination for such refusal. (Y022 - 7.18)

B2.18 No employee shall be required to work on a regularly scheduled day of rest. (Y022 - 7.19)

Planning and Scheduling Committee

B2.19 The Employer shall 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 shall make recommendations on driver schedules and the direction of routes, but not the number of routes. The Employer shall review modifications proposed by the Planning and Scheduling Committee and if the proposed modifications do not adversely affect the efficiency, or the level of service, or increase the costs, the Employer shall implement them subject to the Employer's right to set budget and levels of service for the public. The Committee shall be bound by the following guidelines:

(a) Each scheduled Monday to Friday shift for a driver who is a Full Time Permanent Employee shall be a minimum of four hours.

(b) Each Permanent Employee, unless otherwise specified by the employee, shall have two consecutive days of rest each seven day week.

- (c) The standard work week for the permanent Full Time service person shall be 37.5 hours per week.
- (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 to and from the starting point of the shift, and pre and post inspections that ensure compliance with the Yukon's Motor Vehicles Act and the National Safety Code.
 - (i) If it is alleged that the 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.
- (e) Any special events or charters done shall be in compliance with the Collective Agreement.
- (f) Members of the Committee may periodically undertake duties or perform work as a means to investigate or resolve issues such as the timing of routes. (Y022 – 7.20)

(g) [deleted]

ARTICLE B3: LEAVE

Statutory Holiday Pay for Spare Drivers and Casual Employees

B3.01 A Spare Driver or Casual Employee having 30 calendar days or more of service shall be entitled to statutory holiday pay for the holidays set out in section 10.03 if they work the last scheduled work shift immediately before the holiday and the first scheduled work shift after the holiday. Statutory holiday pay shall be calculated by totalling the number of hours worked in a two-week period prior to the statutory holiday divided by 10 days and multiplied by the rate of pay per hour. (Y022 - 9.04)

Vacation Leave

B3.02 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 they are taking their vacation in accordance with the following:

Years of Continuous Service		Monthly Accrual Rates
	Std Work Week 40 hrs	% of Gross Earnings Worked Excluding Any Bonuses
Less than three years' service (four weeks)	13.33 hours	8%

Three completed years and less than eight years (five weeks)	16.66 hours	10%
Eight completed years and less than fifteen years (six weeks)	20.00 hours	12%
Fifteen completed years and less than twenty years (seven weeks)	23.33 hours	14%
Over twenty years (eight weeks)	26.66	16%

(Note: Effective as of date of ratification, existing employees' dollar banks shall be converted to hours at their current rate of pay) (Y022 - 9.08)

B3.03 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 the purpose of this paragraph, a block shall be at least three continuous calendar days between June 1 and September 15, and during the Whitehorse Christmas and spring school breaks).
- (c) If an employee offers two weeks' notice of cancellation of the vacation period identified under Bid 1 or 2, the vacation shall be posted and awarded on the basis of seniority.
- (d) If an employee fails to offer two weeks' notice of cancellation of the vacation period identified under Bid 1 or 2, the 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 shall be considered as they are received and seniority shall not be taken into account.
- (f) If an employee cancels a vacation period after the weekly work schedule has been posted, unless due to illness or another approved leave of absence, they shall return to work as a Spare Driver, with full availability, until the expiration of their approved vacation. If the work has not been bid, they shall return to work as a Spare Driver, with full availability, until the expiration of that weekly work schedule. (Y022 - 9.09)

B3.04 The Employer shall make a reasonable effort to grant an employee the period of vacation leave requested and allow at least five bargaining members vacation at the same time. (Y022 - 9.10)

B3.05 Vacation leave may be taken at any time during the year provided the employee has

applied in advance in the electronic leave system and the leave has been approved. (Y022 - 9.11)

- B3.06 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. (Y022 - 9.12)
- B3.07 If an employee requests to be paid vacation pay prior to going on holidays, the Employer shall estimate the amount of money owing to the employee and issue an electronic funds transfer a in the form of an advance. All deductions and calculations shall be processed on the next normal pay run, and a statement shall 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 B3.02. (Y022 - 9.13)
- B3.08 In any calendar year in which an employee has not taken all of the vacation leave credited to them, the unused portion of the vacation leave shall be carried over into the following year, subject to the following.
- (a) In January of each year the Employer shall 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) Despite paragraph (a), employees who have completed 15 years of service with the Employer shall carry over two years of vacation leave credits and employees who have completed 25 years of service with the Employer shall carry over three years of vacation credits, prior to the application of the pay-out provided for in paragraph (a). (Y022 - 9.14)
- B3.09 If an employee is terminated for any reason, the employee shall be paid all the accrued vacation pay that they are entitled to under section B3.02. (Y022 - 9.15)
- B3.10 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. (Y022 - 9.16)

Unspecified Leave

- B3.11 Upon completion of six months' continuous service, a Permanent Employee shall be granted five unspecified leave days as operational requirements permit. (Y022 - 9.39)
- B3.12 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. (Y022 - 9.40)
- B3.13 Upon termination, an employee shall 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. (Y022 - 9.41)

ARTICLE B4: MEDICAL

Non-Occupational Illness or Accident

B4.01 The Employer shall, upon request, grant to each Permanent Employee two standard work weeks per year. Absences of more than one consecutive standard work week shall be governed by paragraph 12.03(a). The employee shall be paid at the rate of 100 percent of their daily earnings for these days, provided that:

- (a) the employee has made every reasonable effort to notify their immediate supervisor prior to the start of their shift;
- (b) if notifying their immediate supervisor is not possible, the employee has made every reasonable effort to arrange their own replacement, acceptable to management (selected from the list of Spare Drives and Casual Employees);
- (c) if requested, the employee provides written medical evidence of their inability to report for work; and
- (d) in the current calendar year, if an employee has been granted all paid leave as defined in this section, further leave payments beyond those listed in this section 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. (Y022 - 11.04)

Medical, Dental and Optical Appointments, and Attendance at Funerals

B4.02 If it is not possible for employees to arrange medical, dental or optical appointments, or attend funerals outside their regular hours of work, employees who normally work a five-day work week shall be granted a maximum of 10 hours with pay per calendar year over and above the provisions set out in section B4.01 to be used for medical, dental or optical appointments, or to attend funerals.

- (a) Unpaid leave 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. The unpaid appointment leave shall not exceed the allotment provided under section B4.02. The leave shall not be unreasonably withheld.
- (b) If, in the current calendar year, an employee has been granted all paid leave as defined in this section, further leave payments beyond those listed in this section shall be reduced to 50% of the employee's regular pay for each hour of leave taken for the remainder of the calendar year. (Y022 - 11.07)

Long Term Disability

B4.03 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 shall be paid by the employee and 75% of the premium payment shall be reimbursed to the employee on a monthly basis. (Y022 - 11.14)

ARTICLE B5: GENERAL PROVISIONS

- B5.01 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. Despite this requirement, 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. (Y022 - 14.04)
- B5.02 Employees shall clean buses and do Light Housekeeping. This is to be included in an employee's shift with pay. (Y022 - 14.06)
- B5.03 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 shall be given the opportunity for pre-qualifying training. (Y022 - 14.07)
- B5.04 Employees in attendance at staff meetings shall be paid a minimum of two hours pay at the prevailing rate, regardless of whether such meeting is contiguous to the employee's shift. (Y022 - 14.09)

ARTICLE B6: JOB POSTING, BIDS OR EXTRA WORK

Job Posting

- B6.01 If a vacancy occurs or 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 sections B6.02 and B6.03.
- (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. (Y022 - 17.01)
- B6.02 If a temporary vacancy occurs in a bus driver position of three working weeks or more, it shall be filled on a bid by Permanent Employees who are drivers based on seniority, provided the driver is available to fulfil the first four weeks of the term. The successful driver shall forfeit their right to bid on subsequent temporary vacancies that may arise while filling the vacancy. The successful driver shall revert to their previous position once the term is complete. If no Permanent Employees who are drivers bid, the vacancy shall be assigned to Spare Drivers on an equitable basis on a weekly rotation. (Y022 - 17.02)
- B6.03 If a temporary vacancy occurs in a bus driver position of less than three working weeks, it shall be assigned to Spare Drivers on an equitable basis, subject to availability. Spare Drivers shall be available for at least three full working days per week. Spare Driver availability shall include their regularly scheduled workdays of Saturday and Sunday, and at least one additional day. Spare Drivers shall notify the Employer of their availability on a quarterly basis, or otherwise as mutually agreed by the Parties. A Spare Driver shall 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 when they have not been given 12 hours' notice. (Y022 - 17.03)

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 shall be added to the overtime roster.

- B6.04 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. (Y022 - 17.09)
- B6.05 When applications are received from employees, the employee that has the most seniority shall be given the new job provided they are qualified. (Y022 - 17.04)
- B6.06 If possible, the employee who is successful shall commence work in the position on the first day the position is vacant. (Y022 - 17.05)

Bids

- B6.07 At least twice per calendar year (approximately April 1 and October 1), bus drivers (excluding Casual Employees) shall have the opportunity to bid for the A.M. or P.M. shift. The bids are to be determined in accordance with seniority as per paragraph 21.01(e). All drivers shall 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. (Y022 - 17.06)

Extra Work

- B6.08 When Extra Work (non-bid), with the exception of Saturday and Sundays is available in a bus driver position, the work shall be offered to a Permanent Employee who are drivers based on seniority, provided overtime shall not be incurred. If overtime would otherwise be incurred, the work shall be offered to Casual Employees, but an Extra Work remaining shall be offered to employees on the overtime roster. If an employee refuses extra work, it shall be offered to the next person on the list. If no Permanent Employee who is a driver accepts, the work shall be offered to Casual Employees, and any remaining work shall be assigned to drivers based on reverse seniority. (Y022 – 17.07)
- B6.09 Extra Work as per section B6.08 may not exceed 90 days. Time limits may be expanded by mutual agreement of the Parties. (Y022 - 17.08)
- B6.10 Despite section B6.08, Extra Work (non-bid) which is directly related to any Joint Committee shall be first offered to qualified bargaining unit members of that Committee. (Y022 - 17.10)

ARTICLE B7: SAFETY PROVISIONS

- B7.01 The Parties shall at all times comply with Part 3 – Workplace Health and Safety, of Yukon's *Workers' Safety and Compensation Act* and regulations made under the Act, Yukon's *Motor Vehicles Act* and regulations made under the Act including the *Motor Vehicles Equipment Regulations*, and any internal policies or procedures of the City. The internal policies or procedures are to be the subject of joint consultation between the Parties as per Article 34.

Any refusal on the part of an employee to work in contravention of such legislation, policies or procedures is not a breach of this Agreement. (Y022 - 18.01)

- B7.02 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 shall not require employees to operate equipment on public streets, highways or thoroughfares when the 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.). (Y022 - 18.02)
- B7.03 An employee shall promptly (but not later than the end of their shift, trip or tour) report in writing to the appropriate person, all safety or mechanical defects on the equipment that they operated during that shift, trip or tour. The report shall be made on the appropriate forms of the Employer. (Y022 - 18.03)
- B7.04 The Employer shall direct the repair as necessary to conform to the safe and efficient operation of that equipment. If repairs cannot be effected immediately and the equipment is unsafe, the trouble shall be brought to the attention of a maintenance employee verbally and documented in the vehicle inspection book. If the employee believes that the use of the vehicle constitutes an undue hazard to the employee or any other person, the bus shall have a red tag placed on the steering wheel by the employee and it shall be removed from the driver/vehicle assignment sheet and placed in the out of service category until repaired. (Y022 - 18.04)
- B7.05 There shall be an opportunity for one employee to sit as a member of the City's Safety Committee. (Y022 - 18.05)
- B7.06 First aid kits are the responsibility of the Employer. Employees shall advise the Employer if materials are removed. Replacement of the materials shall be the responsibility of the Employer, and replacement shall be within three days of notification. (Y022 - 18.06)
- B7.07 Employees who are required to attend First Aid and Safety Training courses shall be granted time off with pay for the training. The Employer shall pay for each course fee and tuition. If the training takes place outside of scheduled hours of work, it shall be considered time worked. (Y022 - 18.07)
- B7.08 If the Employer requires an employee to undergo a specific medical, hearing or vision examination by a designated qualified medical practitioner, the examination shall 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. (Y022 - 18.08)
- B7.09 If an employee suffers injury by accident arising out of and in the course of their employment, the Employer shall provide the employee with transportation as required under subsection 115(1) of the Yukon's *Workers' Safety and Compensation Act*, as may be amended from time-to-time. (Y022 - 18.09)
- B7.10 A safety allowance in the amount of \$350.00 shall 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 standards. A \$100.00 allowance shall be paid, once per year, to all bus drivers required by the Employer to hold a first aid and CPR certificate for other purposes. (Y022 - 18.10)

- B7.11 When negotiating a third party or City charter, if the Employer has reasonable cause to believe that a majority of clients may be under the influence of alcohol, the Employer shall provide for adequate security on the bus. (Y022 - 18.11)
- B7.12 If an employee involved in an accident is required to report to the R.C.M.P. immediately, a relief employee shall 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 reporting time shall be considered time earned. This provision shall not apply if the deciding parties determine that the accident is the fault of the employee. (Y022 - 18.12)

ARTICLE B8: SEVERANCE

- B8.01 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. (Y022 - 22.01)
- B8.02 An employee who is terminated for cause shall not be paid severance pay. (Y022 - 22.02)
- B8.03 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. (Y022 - 22.03)
- B8.04 An employee who has seven 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 18 weeks less any period in respect of which the employee was previously granted severance pay for a layoff. (Y022 - 22.04)
- B8.05 An employee who has 20 years or more of continuous service shall upon resignation receive severance as outlined in section B8.03 to a maximum of 28 weeks. (Y022 - 22.05)
- B8.06 An employee who retires from employment with the City, and whose age and years of service equals 75 or more, shall receive a retirement allowance in the amount of two weeks' pay for the first completed year of service and one week's pay for each succeeding complete year of employment to a maximum of 28 weeks, less any period in respect of which severance, retirement or resignation allowance was previously paid. (Y022 - 22.06)
- B8.07 If an employee is eligible for severance, calculations are based on the employee's average earnings over the final five years subject to a maximum of 40 hours a week. (Y022 - 22.07)
- B8.08 An employee who is at significant risk of death in the next twenty-26 weeks, upon submission of a certificate from a medical practitioner, shall be entitled-at the date of notice to transfer their

severance into the employee's personal Registered Retirement Savings Plan, upon request.
(Y022 - 22.08)

SCHEDULE "A": Part 1: Salary Range, Hours of Work, Hours Per Day, Split Shifts and Meal Breaks

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⁾
287	Analyst, Asset Management	12	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
193	Analyst, Senior Financial	14	35	7	No	1
289	Assistant, 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

JE #	Position Title	Salary Range	Hours of Work	Hours Per Day	Split Shifts	Meal Break Hours
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
17	Constable, Bylaw Services	11	40	8	No	0.5
117	Constable, Student Bicycle	6	40	8	No	1
307	Constable, Traffic	11	40	8	No	1
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
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
308	Coordinator, Fleet & Transportation Maintenance	15	40	8	No	1
306	Coordinator, Fleet Service & Warranty	8	40	8	No	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)
212	Coordinator, Transit	9	35	7	Yes	1
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)

JE #	Position Title	Salary Range	Hours of Work	Hours Per Day	Split Shifts	Meal Break Hours
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⁾
311	Crew Leader, Transit	9	40	8	No	1
15	Driver, Bus	9	40	As Per Bid	Yes	Built in Schd.
54	Driver, Handy Bus	9	40	As Per Bid	Yes	Built in Schd.
154	Electrical Controls Person, Utility	11	40	10	No	0.5
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 and Waste Services	6	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

JE #	Position Title	Salary Range	Hours of Work	Hours Per Day	Split Shifts	Meal Break Hours
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
294	Leadhand, Transit	12	40	8	Yes	1
131	Leadhand, Transportation	13	40	10	No	0.5
224	Leadhand, Utility Stations	14	40	8 or 10	No	1
300	Leadhand, Utility Systems	15	40	10	No	0.5
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
129	Maintenance Person, Transit	6	37.5	7.5	Yes	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
201	Operator in Training, Utility Stations	6	40	8 or 10	No	1

JE #	Position Title	Salary Range	Hours of Work	Hours Per Day	Split Shifts	Meal Break Hours
298	Operator in Training, Utility Systems	7	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⁾
302	Operator, Heavy Equipment Waste Services	8	40	8	No	0.5
87	Operator, Packer	8	40	10	No	0.5
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⁾
196	Representative, Customer Service Transit	5	35	7	Yes	1
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
310	Supervisor, Building Maintenance (Electrical)	15	40	9 or 10	No	2

JE #	Position Title	Salary Range	Hours of Work	Hours Per Day	Split Shifts	Meal Break Hours
309	Supervisor, Building Maintenance (Mechanical)	15	40	8 or 10	No	1
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
84	Supervisor, Operations	16	40	8 or 10	Yes by Agr.	1 or 0.5 ⁽³⁾
301	Supervisor, Operations Administrative	12	35	7	No	1
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	16	35	7	No	1
293	Supervisor, Program	15	35	7	Yes	1
106	Supervisor, Revenue Services	14	35	7	No	1
197	Supervisor, Transit	14	40	8	Yes	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

Super Script Notes:

⁽¹⁾ [deleted]

⁽²⁾ [deleted]

⁽³⁾ If 0.5 lunch specified by Employer it must be taken in the building unless approval to leave the building is granted by the supervisor.

If 0.5 lunch specified by Employer it is to form part of the standard workday.

(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 shall retain these rights as long as they remain in the positions they held as of March 31, 2022. Employees forfeit this right if they transition to a different position, with the exception of the periods outlined in section 25.03.

⁽⁶⁾(deleted)

General Notes:

Hours of Work Day and Standard Days of Week contained in an employee's job offer may be amended by agreement of the Employer and the employee.

Each crew consisting of three or more employees which is not being directly supervised shall have at least one of its members classified as an SMP 2 or equivalent, and such member shall receive the SMP 2 rate of pay.

A Heavy Equipment Operator 1 who is assigned to the Sewer Vactor shall be assisted by an additional employee.

Employees who operate vibratory rollers over four ton in weight shall be paid the Heavy Equipment Operator 1 rate of pay for each hour or part thereof in operation.

SCHEDULE "A": Part 2: Pay Schedules

September 1, 2021 Rate Table				
Range	Step 1	Step 2	Step 3	Step 4
%	85%	90%	95%	100%
1	\$ 15.70	\$ 16.62	\$ 17.55	\$ 18.47
2	\$ 23.25	\$ 24.62	\$ 25.98	\$ 27.35
3	\$ 24.29	\$ 25.72	\$ 27.15	\$ 28.58
4	\$ 25.22	\$ 26.70	\$ 28.19	\$ 29.67
5	\$ 26.24	\$ 27.79	\$ 29.33	\$ 30.88
6	\$ 27.43	\$ 29.05	\$ 30.66	\$ 32.27
7	\$ 28.72	\$ 30.41	\$ 32.10	\$ 33.78
8	\$ 30.06	\$ 31.83	\$ 33.60	\$ 35.37
9	\$ 31.49	\$ 33.34	\$ 35.19	\$ 37.04
10	\$ 33.07	\$ 35.02	\$ 36.96	\$ 38.91
11	\$ 34.94	\$ 36.99	\$ 39.05	\$ 41.11
12	\$ 37.00	\$ 39.17	\$ 41.35	\$ 43.53
13	\$ 39.23	\$ 41.53	\$ 43.84	\$ 46.15
14	\$ 41.79	\$ 44.25	\$ 46.70	\$ 49.16
15	\$ 44.62	\$ 47.25	\$ 49.87	\$ 52.50
16	\$ 47.72	\$ 50.53	\$ 53.34	\$ 56.14

September 1, 2022 Rate Table				
Range	Step 1	Step 2	Step 3	Step 4
%	85%	90%	95%	100%
1	\$ 16.03	\$ 16.97	\$ 17.91	\$ 18.86
2	\$ 23.74	\$ 25.13	\$ 26.53	\$ 27.93
3	\$ 24.80	\$ 26.26	\$ 27.72	\$ 29.18
4	\$ 25.75	\$ 27.26	\$ 28.78	\$ 30.29
5	\$ 26.79	\$ 28.37	\$ 29.95	\$ 31.52
6	\$ 28.01	\$ 29.66	\$ 31.30	\$ 32.95
7	\$ 29.32	\$ 31.04	\$ 32.77	\$ 34.49
8	\$ 30.69	\$ 32.50	\$ 34.30	\$ 36.11
9	\$ 32.15	\$ 34.04	\$ 35.93	\$ 37.82
10	\$ 33.77	\$ 35.75	\$ 37.74	\$ 39.73
11	\$ 35.67	\$ 37.77	\$ 39.87	\$ 41.97
12	\$ 37.77	\$ 40.00	\$ 42.22	\$ 44.44
13	\$ 40.05	\$ 42.41	\$ 44.76	\$ 47.12
14	\$ 42.66	\$ 45.17	\$ 47.68	\$ 50.19
15	\$ 45.56	\$ 48.24	\$ 50.92	\$ 53.60
16	\$ 48.73	\$ 51.59	\$ 54.46	\$ 57.32

September 1, 2023 Rate Table

Range	Step 1	Step 2	Step 3	Step 4
%	85%	90%	95%	100%
1	\$ 16.37	\$ 17.33	\$ 18.29	\$ 19.26
2	\$ 24.24	\$ 25.66	\$ 27.09	\$ 28.51
3	\$ 25.32	\$ 26.81	\$ 28.30	\$ 29.79
4	\$ 26.29	\$ 27.84	\$ 29.38	\$ 30.93
5	\$ 27.36	\$ 28.97	\$ 30.58	\$ 32.19
6	\$ 28.60	\$ 30.28	\$ 31.96	\$ 33.64
7	\$ 29.94	\$ 31.70	\$ 33.46	\$ 35.22
8	\$ 31.34	\$ 33.18	\$ 35.03	\$ 36.87
9	\$ 32.82	\$ 34.75	\$ 36.68	\$ 38.61
10	\$ 34.48	\$ 36.51	\$ 38.53	\$ 40.56
11	\$ 36.42	\$ 38.57	\$ 40.71	\$ 42.85
12	\$ 38.57	\$ 40.84	\$ 43.10	\$ 45.37
13	\$ 40.89	\$ 43.30	\$ 45.70	\$ 48.11
14	\$ 43.56	\$ 46.12	\$ 48.69	\$ 51.25
15	\$ 46.52	\$ 49.26	\$ 51.99	\$ 54.73
16	\$ 49.75	\$ 52.67	\$ 55.60	\$ 58.53

September 1, 2024 Rate Table				
Range	Step 1	Step 2	Step 3	Step 4
%	85%	90%	95%	100%
1	\$ 16.74	\$ 17.72	\$ 18.71	\$ 19.69
2	\$ 24.78	\$ 26.24	\$ 27.70	\$ 29.16
3	\$ 25.89	\$ 27.41	\$ 28.94	\$ 30.46
4	\$ 26.88	\$ 28.46	\$ 30.04	\$ 31.63
5	\$ 27.97	\$ 29.62	\$ 31.26	\$ 32.91
6	\$ 29.24	\$ 30.96	\$ 32.68	\$ 34.40
7	\$ 30.61	\$ 32.41	\$ 34.21	\$ 36.01
8	\$ 32.04	\$ 33.93	\$ 35.81	\$ 37.70
9	\$ 33.56	\$ 35.53	\$ 37.51	\$ 39.48
10	\$ 35.25	\$ 37.33	\$ 39.40	\$ 41.47
11	\$ 37.24	\$ 39.43	\$ 41.62	\$ 43.81
12	\$ 39.43	\$ 41.75	\$ 44.07	\$ 46.39
13	\$ 41.81	\$ 44.27	\$ 46.73	\$ 49.19
14	\$ 44.54	\$ 47.16	\$ 49.78	\$ 52.40
15	\$ 47.57	\$ 50.36	\$ 53.16	\$ 55.96
16	\$ 50.87	\$ 53.86	\$ 56.85	\$ 59.84

September 1, 2025 Rate Table

Range	Step 1	Step 2	Step 3	Step 4
%	85%	90%	95%	100%
1	\$ 17.15	\$ 18.16	\$ 19.17	\$ 20.18
2	\$ 25.40	\$ 26.90	\$ 28.39	\$ 29.88
3	\$ 26.54	\$ 28.10	\$ 29.66	\$ 31.22
4	\$ 27.55	\$ 29.17	\$ 30.80	\$ 32.42
5	\$ 28.67	\$ 30.36	\$ 32.05	\$ 33.73
6	\$ 29.97	\$ 31.73	\$ 33.50	\$ 35.26
7	\$ 31.37	\$ 33.22	\$ 35.07	\$ 36.91
8	\$ 32.84	\$ 34.78	\$ 36.71	\$ 38.64
9	\$ 34.40	\$ 36.42	\$ 38.45	\$ 40.47
10	\$ 36.13	\$ 38.26	\$ 40.39	\$ 42.51
11	\$ 38.17	\$ 40.42	\$ 42.66	\$ 44.91
12	\$ 40.42	\$ 42.80	\$ 45.18	\$ 47.55
13	\$ 42.86	\$ 45.38	\$ 47.90	\$ 50.42
14	\$ 45.65	\$ 48.34	\$ 51.03	\$ 53.71
15	\$ 48.75	\$ 51.62	\$ 54.49	\$ 57.36
16	\$ 52.14	\$ 55.21	\$ 58.27	\$ 61.34

LETTERS OF UNDERSTANDING

Table 1 - LOUs re employees previously part of Local Y023 (non-transit)

Previous Number and Name	Number in 2017 - 2021 Agreement	Number and Name in 2021 - 2026 Agreement
LOU #1 Re: Temporary to Seasonal Transition	LOU #1 Re: Temporary to Seasonal Transition	LOU #1 Re: Temporary to Seasonal Transition
LOU #2 Re: Premium for Instructor/Lifeguard	LOU #2 Re: Premium for Instructor/Lifeguard	LOU #2 Re: Premium for Instructor/Lifeguard
LOU #3 Re: Benefit Package Consultation	LOU #3 Re: Benefit Package Consultation	Deleted
LOU #4 Re: Article 2.02 – Permanent Employee	LOU #4 Re: Article 2.02 – Permanent Employee	Deleted
LOU #5 Re: The provision of orthodontic Procedures coverage	LOU #5 Re: The provision of orthodontic Procedures coverage	LOU #5 Re: The provision of orthodontic Procedures coverage
LOU #6 Re: 2009 Reclassification - JEC	LOU #6 Re: 2009 Reclassification - JEC	LOU #6 Re: 2009 Reclassification – JEC (as amended)
LOU #7 Re: Step 4 Grandfathering – Acting Pay	Deleted	N/A
LOU #8 Re: New Employees Hired Post Ratification	Deleted	N/A
LOU #9 Re: Modified Start and Finish Times	LOU #7 Re: Modified Start and Finish Times	LOU #7 Re: Modified Start and Finish Times
LOU #17 Re: Eligibility List	LOU #8 Re: Eligibility List	Deleted (incorporated into Article 23)
LOU #12 Re: Certification Pay	LOU #9 Re: Certification Pay	LOU#9 Re: Certification Pay (as amended)
LOU #15 Re: Housekeeping 9.13/9.12	Incorporated into Agreement and LOU deleted	N/A

	LOU #10 Re: Pension Plan	Deleted (replaced with new LOU #10 Re: Pension Plan applicable to all employees as noted below)
	LOU #11 Re: April 2018- March 2019 Job Evaluation Committee Meetings	Deleted (incorporated into Schedule "A")
	LOU #12 Re: Typographical error in Article 15.02	Deleted (error corrected)
	April 13, 2018 letter re Utility Stations Operators Progression and LOU #12	Deleted
	LOU #13 Re: "Calendar year" and "12-month period" in Article 2.02 and Appendix "A"	LOU #13 Re: "Calendar year" and "12-month period" in Article 2.02 and Appendix "A"
	LOU #14 Re: Voluntary change to casual employment status	LOU #14 Re: Voluntary change to casual employment status
	LOU #15 Re: Acting Pay in Transportation Department	Deleted (text removed from General Notes as agreed)
	LOU #16 Re: Hours of Work for Electrical Person, Utilities	Deleted (incorporated into Schedule "A")
	LOU #17 Re: Hours of Work for Specialist, Technical Support	Deleted
	LOU#18 Re: Change to Vision Care Allowance, article 20.10	Deleted (Article 20.10 removed)
	LOU # 19 Re: April 2019- October 202 Job Evaluation Committee Meeting	Deleted (incorporated into Schedule "A")
	LOU #20 Re: Change to hourly rates for Range 1, Step 1 in Schedule "A"	Deleted (incorporated into Schedule "A")
	LOU #21 Re: Parks Crew Leader positions	LOU #21 Re: Parks Crew Leader positions

	LOU # 22 Re: October 2020- April 2021 Job Evaluation Committee Meeting	Deleted (incorporated into Schedule "A")
	LOU #23 Re: May 2021 – July 2021 Job Evaluation Committee Meeting	Deleted (incorporated into Schedule "A")

Table 2 - LOUs re employees previously part of Y022 (transit)

Previous Number and Name	Number in 2017 - 2021 Agreement	Number and Name in 2021 - 2026 Agreement
LOU #1 Re: Casual Employees	LOU #1 Re: Casual Employees (with changes)	Deleted
LOU #2 Re: Benefit Package Consultation	LOU #2 Re: Benefit Package Consultation (with changes)	Deleted
LOU #3 Re: Acting Statutory Holiday Pay	LOU #3 Re: Acting Statutory Holiday Pay	Deleted
LOU#4 Re: Bus Parking Area	LOU#4 Re: Bus Parking Area	Deleted
LOU #5 Re: Job Evaluation Committee Results	Deleted and incorporated	N/A
LOU #6 Re: Calculation of Severance	Deleted and new article added	N/A
	LOU #5 Re: Pension Plan	Deleted and replaced with new LOU #10 Re: Pension Plan applicable to all employees as noted below

Table 3 - New LOUs applicable to all employees

Number in 2017 - 2021 Agreement	Number and Name in 2021 - 2026 Agreement
LOU #10 (Y023) and LOU #5 (Y022)	LOU #10 Re: Pension Plan
N/A	LOU #22 Re: Compressed Work Week

LETTER OF UNDERSTANDING #1

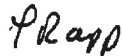
RE: Temporary to Seasonal Transition

BY AND BETWEEN:	THE CITY OF WHITEHORSE
AND:	PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL Y023

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

The parties hereto renewed this letter of understanding by affixing the signatures of the officers designated in that behalf on the 15th day of February, 2011, and renewed on the 4th day of June, 2014 and again on the 5th day of September, 2018.

For the City of Whitehorse:



Linda Rapp, City Manager

For PSAC Y023:



Gail Lem, Negotiator

LETTER OF UNDERSTANDING #2

RE: Premium for Instructor/Lifeguard

BY AND BETWEEN:	THE CITY OF WHITEHORSE
AND:	PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL Y023

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

Sears "I Can Swim" Teacher Course Conductor

Lifesaving Instructor Trainer

National Lifeguard Service Instructor/ Examiner

Standard First Aid/CPR Instructor

Aqua Fitness Instructor Trainer (CALA or Equivalent)

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

IN WITNESS WHEREOF the parties hereto have affixed their signatures by the officers designated in that behalf on the 15th day of February, 2011, and renewed on the 4th day of June, 2014 and again on the 5th day of September, 2018.

For the City of Whitehorse:

For PSAC Y023:



Linda Rapp, City Manager

Gail Lem, Negotiator

LETTER OF UNDERSTANDING #5

RE: The provision of orthodontic procedures coverage

BY AND BETWEEN:	THE CITY OF WHITEHORSE
AND:	PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL Y023

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

This orthodontic coverage is: 50 % of eligible expenses up to a lifetime maximum of \$1500.00 for each insured person.

IN WITNESS WHEREOF the parties hereto have affixed their signatures by the officers designated in that behalf on the 8th day of January, 2011, renewed on the 15th day of February, 2011, and again on the 4th day of June, 2014, and again on the 5th day of September, 2018.

For the City of Whitehorse:

For PSAC Y023:

L Rapp

Gail Lem

Linda Rapp, City Manager

Gail Lem, Negotiator

Letter of Understanding #6

Re: 2009 Reclassification - JEC

Between	The City of Whitehorse
And:	Public Service Alliance of Canada Local Y046

The following employees who were in positions which were reclassified downward, as a result of the 2009 Job Evaluation Review, (i.e. had a lower job rate after re-classification) shall receive incremental rate increases and negotiated salary increases on the same basis as if they had not been reclassified.

Vanessa Brault
Pete Craft
Mike Merrett

Signed by the Parties this 19 day of Jan, 2023.

For the City of Whitehorse



Jeff O'Farrell, City Manager

For PSAC Y046



Joshua Paddon, Negotiator

LETTER OF UNDERSTANDING #7

RE: Modified Start and Finish Times

BY AND BETWEEN:	THE CITY OF WHITEHORSE
AND:	PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL Y023

RE: Modified start and finish times

Where the employer and employee agree, daily start and finish times of any employee may be modified within the daily number of scheduled hours of work. Such modification may supersede the provisions of Articles 7.01 (a), 7.01 (b), or 7.01 (c), but shall not trigger application of Article 7.01 (d).

Any modification to the start and finish times pursuant to this Letter of Understanding shall not result in additional shift differential, overtime or any other payments or entitlements to an employee, by reason only of such modification.

Approval Process

When an employee, their Supervisor and Manager agree to modify the employee's start and finish times, such agreement, and the rationale for the change, shall be forwarded, on the prescribed City form, to the Human Resources Department for their review and signature. Human Resources will forward the form to the applicable Divisional Director for approval.

Cancellation of Modified Start and Finish Times

Either party may cancel the modified start and finish time agreement by providing the other with notice in writing of at least seven (7) calendar days. A copy of this notice shall be sent to the Human Resources Department. The employee will then revert to their previous schedule.

Notes

Modified start and finish time arrangements may require changes on short notice due to operational requirements. Employees who accept these arrangements may be required to temporarily revert to their previous schedule due to organizational emergencies.

It is understood these arrangements will not be open to all employees due to operational requirements; however all employee submissions to engage in the modified start and finish agreement will be reviewed with due consideration and shall not be unreasonably denied.

For those employees who do receive modified start and finish times, these arrangements should not be interpreted as an additional benefit.

Should an employee incur direct financial costs due to the temporary reversion to the employees' previous schedule due to organizational emergencies, the employer agrees to reimburse the employee for the entirety of said costs.

IN WITNESS WHEREOF the parties hereto have affixed their signatures by the officers designated in that behalf on the 4th day of June, 2014, and renewed on the 5th day of September, 2018.

For the City of Whitehorse:



Linda Rapp, City Manager

For PSAC Y023:



Gail Lem, Negotiator

Letter of Understanding (LOU) #9

Re: Certification Pay

Between	The City of Whitehorse
And:	Public Service Alliance of Canada Local Y046

The Parties agree to the following adjustments to Schedule A for the following positions:

- Operator-in-training, Utility Stations (USO OIT)
 - Operator 1, Utility Stations (USO 1)
 - Operator 2, Utility Stations (USO 2)
 - Lead hand, Utility Stations
1. The above positions are eligible for certification pay as they gain certifications and experience above their current position description.
 2. All employees in the above positions will be encouraged to proceed through to Level 3 Certifications.
 3. Certification pay is only paid on straight time hours.

Classification	Range	WD	WWC	WWT	Certification Pay Per hour	Notes
USO OIT	6	OIT	OIT	OIT	\$0.00	
		1	OIT	OIT	\$0.40*	To receive this Certification Pay per hour the certification must be in WD
		1	1	OIT	\$0.80*	Level 1 certification can be in either WWC or WWT to get this Certification Pay per hour
USO1	9	1	1	1	\$0.00	Fully Certified Operator at this level
		2	1	1	\$1.50*	To receive this Certification Pay per hour the certification must be in WD
		2	2	1	\$3.00*	Level 2 certification can be either WWC or WWT to get this Certification Pay per hour
USO2	12	2	2	2	\$0.00	Fully Certified Operator at this level
		2	2	2	\$3.00*	Certification Pay per hour would be paid while the USO 2 is gaining hours for level three certification. This is a retention payment for operators that we have invested time and money into training as Level 2 operators would be in high demand.
Lead Hand Utility Stations		3	2	2		Fully Certified Operator at this level

4. Within 12 months of ratification, the Parties will meet to discuss a replacement for this LOU. If the parties do not agree, this LOU will expire 12 months from the date of ratification.

Signed by the Parties this 19 day of Jan, 2023.

For the City of Whitehorse



Jeff O'Farrell, City Manager

For PSAC Y046



Joshua Paddon, Negotiator

Letter of Understanding #10

Re: Pension Plan

Between	The City of Whitehorse
And:	Public Service Alliance of Canada Local Y046

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 there is no additional cost to the Employer. Permanent Employees hired after implementation of the Pension Plan shall enroll in the Pension Plan.

The Pension Plan contributions shall total a minimum of 10% of which the Employer shall contribute 7% and the employee shall contribute a minimum of 3%.

Any future amendments to the Pension Plan contribution rates will be by mutual agreement of the Parties.

After implementation of the Pension Plan, the Plan will replace the current Registered Retirement Savings Plan in the Collective Agreement.

This Letter of Understanding replaces the previous Letter of Understanding #10 for PSAC Y022 and the previous Letter of Understanding #5 for PSAC Y023.

Signed by the Parties this 19 day of Jan, 2023.

For the City of Whitehorse



Jeff O'Farrell, City Manager

For PSAC Y046



Joshua Paddon, Negotiator

Collective Agreement – P.S.A.C. – Local Y023

September 1, 2017 to August 31, 2021

LETTER OF UNDERSTANDING # 13

BY AND BETWEEN:

THE CITY OF WHITEHORSE



AND

PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL Y023

Re: “Calendar year” and “12-month period” in Article 2.02 and Appendix “A”.

This letter confirms the agreement of the Parties that the term “calendar year” has the same intent and force as the term “12-month period” throughout article 2.02 and in the “Casual Employees” section of Appendix “A”. This letter should not be used to infer agreement about the correct interpretation of these or any other terms in any part of our Collective Agreement other than the above noted sections.

Signed on the 13 day of August 2019

City of Whitehorse	PSAC, Local Y023
	
Valerie Braga a/ City Manager	Steve Geick President

Collective Agreement – P.S.A.C. – Local Y023

September 1, 2017 to August 31, 2021

LETTER OF UNDERSTANDING # 14

BY AND BETWEEN:

THE CITY OF WHITEHORSE

AND

PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL Y023

RE: Voluntary change to casual employment status

The following has been established to maintain employee retention, increase recruitment efficiencies, and reduce training hours for supervisors.

Notwithstanding article 23.02: “All positions shall be posted internally for a minimum period of seven (7) calendar days, with the exception of temporary vacancies in accordance with Article 23.07,”

The employer may waive the job posting and interview process in the following situation:

Status Change: Upon manager approval, a current permanent employee may resign their permanent employment status but will be appointed to a casual position with the same classification. It is understood that not all positions have capacity for casual status and hence this option is not available to all employees. It is also understood that this change is to be initiated by the employee and that supervisors and / or managers will not encourage permanent staff to change their status to casual. Approval for casual appointment will be based on the operational requirement of the City.

Guidelines and Clarifications:

A permanent employee who resigns but seeks appointment to a casual position will fully process their resignation before re-appointment to casual status. This will be deemed as a break in service whereby any prior service will not be considered when establishing a new continuous service date. Upon the new appointment date, the employee will be treated as a casual employee as per the Collective Agreement following casual



employment terms and conditions specified in 2.02 and Appendix "A" and all of their Permanent employee benefits will cease.

All applicable resignation entitlements will be paid out upon approval of status change.

Should an employee who changed status wish to return to permanent status in the future, they will have to wait for a vacancy to become available and apply on the posting and be the successful candidate.

In the event that more than one permanent employee requests casual appointment within the same 7 calendar day period, their requests will be assessed based on seniority. Further, employees will be required to have a satisfactory Performance Evaluation within the last 12 months to be eligible for a re-appointment as Casual.

Signed on the 9 day of Oct, 2020

CITY OF WHITEHORSE	PSAC, Local Y023
	
Linda Rapp City Manager	Steve Geick President

Collective Agreement – P.S.A.C. – Local Y023

September 1, 2017 to August 31, 2021

LETTER OF UNDERSTANDING # 21

BY AND BETWEEN:

THE CITY OF WHITEHORSE

AND

**PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL Y023 AND THE YUKON
EMPLOYEES' UNION**

Re: Parks Crew Leader positions

BACKGROUND

With the addition of new Permanent Full-Time Parks Maintenance Person positions, some Seasonal Crew Leaders wish to apply for full-time employment without giving up their seasonal Crew Leader duties. The City cannot currently support a transition from Seasonal to Permanent Full-Time for the Crew Leader positions. The Seasonal Parks Crew Leader positions include:

- 026 Crew Leader, Cemetery
- 028 Crew Leader, Grounds
- 210 Crew Leader, Irrigation
- 211 Crew Leader, Trails

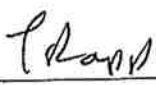
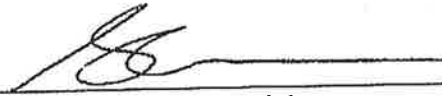
THE PARTIES AGREE:

- As Seasonal Crew Leader positions vacate due to attrition, they will not be re-posted as seasonal positions. Instead, they will be posted season-to-season as Temporary positions.
- With the approval of their supervisor, existing permanent employees may apply on Temporary Crew Leader positions and, if successful, will retain the right to return to their permanent position at the end of the season.
- Notwithstanding Appendix "A", while working in a Temporary role a Permanent

employee will continue to receive all the benefits and provisions from their substantive permanent role.

- In accordance with article 9.12 (b), existing employees taking a Temporary role as a Crew Leader will be given opportunity to negotiate the appropriate starting wage. Existing employees who have already performed Crew Leader duties will be provided a starting wage no lower than their previous wage as Crew Leader when negotiating their starting wage as Temporary Crew Leader
- Notwithstanding article 2.02 (d), Temporary positions in Parks shall have a maximum duration of two seasons. Employees may apply for, and be appointed to, multiple back-to-back temporary roles.
- No current Seasonal Crew Leaders will be pressured to give up their seasonal employment as a result of this Letter.

Signed on the 24th day of February 2021

City of Whitehorse	PSAC, Yukon Employees' Union
	
Linda Rapp, City Manager	Steve Geick, President

Letter of Understanding #22

Re: Compressed Work Week

Between	The City of Whitehorse
And:	Public Service Alliance of Canada Local Y046

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 members of the bargaining unit.

Signed by the Parties this Jan day of 19, 2023.

For the City of Whitehorse



Jeff O'Farrell, City Manager

For PSAC Y046



Joshua Paddon, Negotiator