

CITY OF WHITEHORSE
REGULAR Council Meeting #2014-11

DATE: Monday, May 12, 2014
TIME: 5:30 p.m.

Mayor Dan Curtis
Deputy Mayor Jocelyn Curteanu
Reserve Deputy Mayor Mike Gladish

AGENDA

CALL TO ORDER 5:30 p.m.

AGENDA: Adoption

PROCLAMATION:

MINUTES: Regular Council Meeting #2014-10 dated April 22, 2014

DELEGATIONS:

PUBLIC HEARING: Bylaw 2014-17 – Zoning Amendment (Administrative Edits)

COMMITTEE
REPORTS:

City Planning – *Councillors Gladish & Curteanu*

Land Sale & Transfer – Skookum Asphalt Quarry Lease Area
Lease Agreement – Guild Hall Society
Amend Lease Agreement – Tennis Yukon

City Operations – *Councillors Curteanu & Stockdale*

Contract Award – Vactor Truck Purchase

Community Services – *Councillors Cameron & Gladish*

2014 Spring Recreation Grants

Public Health & Safety – *Councillors Stockdale & Cameron*

Development Services – *Councillors Irwin & Streicker*

Corporate Services – *Councillors Streicker & Irwin*

Amend Fees & Charges

NEW & UNFINISHED
BUSINESS:

<u>BYLAWS:</u>	2014-16 – Lease Agreement (Guild Hall Society)	1 st & 2 nd Reading
	2014-20 – Land Disposition (Skookum Quarry Parcel)	1 st & 2 nd Reading
	2014-21 – Amend Tennis Yukon Lease Agreement	1 st & 2 nd Reading
	2014-22 – Fees & Charges Amendment (Bulk Compost)	1 st & 2 nd Reading
	2014-23 – PSAC Collective Agreements	1 st & 2 nd Reading

ADJOURNMENT:

MINUTES of **REGULAR** meeting #2014-10 of the council of the City of Whitehorse called for 5:30 p.m. on Tuesday, April 22, 2014, in Council Chambers, City Hall.

PRESENT: Mayor Dan Curtis
Councillors Kirk Cameron
Jocelyn Curteanu
Mike Gladish
Betty Irwin
Dave Stockdale
John Streicker

ALSO PRESENT: City Manager Christine Smith
Director of Community and Recreation Services Linda Rapp
Director of Corporate Services Robert Fendrick
Director of Development Services Mike Gau
Director of Infrastructure and Operations Brian Crist

Mayor Curtis called the meeting to order at 5:30 p.m.

CALL TO ORDER

2014-10-01

It was duly moved and seconded
THAT the agenda be adopted as presented.

AGENDA

Carried Unanimously

PROCLAMATIONS

Mayor Curtis proclaimed April 22, 2014 to be Earth Day in the City of Whitehorse.

EARTH DAY

Mayor Curtis proclaimed April 26, 2014 to be World Tai Chi and Qigong Day in the City of Whitehorse.

WORLD TAI CHI DAY

2014-10-02

It was duly moved and seconded
THAT the minutes of the regular council meeting dated April 7, 2014 be adopted as presented.

MINUTES

April 7, 2014

Carried Unanimously

2014-10-03

It was duly moved and seconded
THAT the minutes of the special council meeting dated April 14, 2014 be adopted as presented.

MINUTES

April 14, 2014

Carried Unanimously

DELEGATIONS

On behalf of the Escarpment Park Society, Sally Wright suggested that the best use for the Ogilvie Street property would be to develop it as a park instead of selling it to a developer. Ms Wright also suggested that this use would be consistent with what was understood by property owners years ago when people were asked to leave the area. Failing development as a park, a common use such as the expansion of the Downtown Urban Gardeners Society would be suitable.

SALLY WRIGHT
Sale of 706-708 Ogilvie

COMMITTEE REPORTS

City Operations Committee

There was no report from the City Operations Committee.

No Report

Community Services Committee

2014-10-04

It was duly moved and seconded
THAT the 2014 Operating Budget be amended to reflect the expansion of Seniors Drop-In Programming in the amount of \$25,000.00, funded by a grant from the New Horizons for Seniors Program.

BUDGET AMENDMENT
FOR SENIORS DROP-IN
PROGRAMMING

Carried Unanimously

Public Health and Safety Committee

There was no report from the Public Health and Safety Committee.

No Report

Development Services Committee

There was no report from the Development Services Committee.

No Report

Corporate Services Committee

2014-10-05

It was duly moved and seconded
THAT the Key to the City Policy dated April 2014 be adopted as presented.

KEY TO THE
CITY POLICY

2014-10-06

It was duly moved and seconded
THAT section 6 of the Key to the City Policy be amended to require a
unanimous vote of the members present.

Amendment

Defeated (4 – 3)

IN FAVOUR: Councillors Cameron, Irwin, Streicker
OPPOSED: Mayor Curtis, Councillors Gladish, Irwin and Stockdale

Recorded Vote

City Planning Committee

Mike Blumenshchein and Cain Vangel addressed the Committee on behalf of the Yukon Agricultural Association to request that the City allocate more time and resources to promote and facilitate agricultural activities in the City of Whitehorse. They noted that the Association’s aims include the promotion of local agriculture, and are consistent with the City’s Official Community Plan. They also confirmed that there is a demand for local products and local enthusiasm for an agricultural lifestyle. Additionally, there is a sustainable benefit to local production, especially on occasions when the highway access is closed.

AGRICULTURAL LAND
For Information Only

2014-10-07

It was duly moved and seconded
THAT Bylaw 2014-13, a bylaw to amend the zoning in the residential portion of Hillcrest to implement the Hillcrest Neighbourhood Plan, be brought forward for 2nd and 3rd reading under the bylaw process; and
THAT Bylaw 2014-13 be amended at 2nd reading to:

- (1) change the boundary of the proposed RS2 and RS2x(a) zones to include 122 Dalton Trail in the RS2 zone;
- (2) remove references to second storey floor elevation, roofline height, and roof design from the RS2 zone; and
- (3) retain the current RM zoning at 20 Roundel Road.

BRING FORWARD
ZONING AMENDMENT
BYLAW 2014-13 AND
AMEND AT 2ND READING

Carried Unanimously

2014-10-08

It was duly moved and seconded
THAT Bylaw 2014-17, a bylaw to amend the Zoning Bylaw with respect to numerous administrative edits, be brought forward for due consideration under the bylaw process.

BRING FORWARD
ZONING AMENDMENT
BYLAW 2014-17

Carried Unanimously

Council members discussed the pros and cons of proceeding with land disposition bylaws in light of community opposition and, with respect to the residential land, the current circumstances in which there are plenty of options available for prospective homeowners. For the downtown mixed use parcel, discussion focused on the perceptions held by former land owners regarding the future use of these lands. In addition, discussion concerned the need to find a balance between preserving the character of the old town and providing for development that will help to revitalize the downtown area. The consensus was to bring both bylaws forward under the bylaw process.

Discussion

2014-10-09

It was duly moved and seconded
THAT Bylaw 2013-50, a bylaw to authorize the disposition of 706/708 Ogilvie Street, be brought forward for due consideration of second and third reading under the bylaw process.

BRING FORWARD
LAND DISPOSITION
BYLAW 2013-50

Carried (6 – 1)

IN FAVOUR: Mayor Curtis, Councillors Cameron, Curteanu, Gladish,
Stockdale and Streicker
OPPOSED: Councillor Irwin

Recorded Vote

2014-10-10

It was duly moved and seconded
THAT Bylaw 2013-49, a bylaw to authorize the disposition of 67 Wann Road, be brought forward for due consideration of second and third reading under the bylaw process.

BRING FORWARD
LAND DISPOSITION
BYLAW 2013-49

Carried Unanimously

NEW & UNFINISHED BUSINESS

2014-10-11

It was duly moved and seconded
THAT Emily and Graham Nishikawa be awarded Keys to the City in recognition of their achievements at the 2014 Sochi Olympic and Paralympic Games and outstanding performances at the 2014 Canadian Cross Country Ski Championships.

AWARD KEYS TO THE
CITY TO EMILY AND
GRAHAM NISHIKAWA

Carried Unanimously

BYLAWS

2014-10-12

It was duly moved and seconded
THAT Bylaw 2013-49, a bylaw to authorize the disposition of a
residential lot at 67 Wann Road, be given second reading.

Defeated (6 – 1)

IN FAVOUR: Councillor Stockdale

OPPOSED: Mayor Curtis, Councillors Cameron, Curteanu, Gladish,
Irwin and Streicker

Council members discussed the desirability of infill development in light
of existing City plans and policies, balanced against local sentiments,
market conditions, and the configuration of the property in question.
Council members also discussed alternative uses such as a park.

Administration confirmed that the bylaw only authorizes the sale of this
parcel as a residential lot. It does not commit the City to proceeding
with the sale immediately. Passing the bylaw will allow the City to
finalize acquisition of the land from the Government of Yukon, and
Council could then direct administration to hold further proceedings
until a future date.

BYLAW 2013-49

LAND DISPOSITION
67 Wann Road

SECOND READING

Recorded Vote

Discussion

2014-10-13

It was duly moved and seconded
THAT Bylaw 2013-50, a bylaw to authorize the disposition of a parcel
of land at 706-708 Ogilvie Street, be given second reading.

Carried (4 – 3)

IN FAVOUR: Mayor Curtis, Councillors Curteanu, Gladish, and
Stockdale

OPPOSED: Councillors Cameron, Irwin and Streicker

Council members discussed the pros and cons of proceeding with this
bylaw, the potential impact on the character of the neighbourhood if the
property is developed to the maximum size allowed under current
zoning, and the emotional nature of the opposition to development in
light of the history of the area. Administration confirmed that this bylaw
only authorizes the City to sell the land. Council has the option of
rezoning the property prior to the sale to ensure that development is
consistent with the neighbourhood character.

BYLAW 2013-50

LAND DISPOSITION
706-708 Ogilvie Street

SECOND READING

Recorded Vote

Discussion

Council members discussed issues regarding other potential uses of the land, the need for revitalization of the downtown core and the perceived conflicts between revitalization and the desire to maintain the character of the neighbourhood. It was noted that the Ogilvie Street redevelopment project planned for this year is another factor that makes these lots desirable to potential purchasers.

Discussion

2014-10-14

It was duly moved and seconded
THAT Bylaw 2013-50, a bylaw to authorize the disposition of a mixed-use commercial lot at 706-708 Ogilvie Street in the Downtown area, having been read a first and second time, now be given third reading.

BYLAW 2013-50

LAND DISPOSITION
706-708 Ogilvie Street

THIRD READING

Carried (4 – 3)

IN FAVOUR: Mayor Curtis, Councillors Curteanu, Gladish, and Stockdale

Recorded Vote

OPPOSED: Councillors Cameron, Irwin, and Streicker

2014-10-15

It was duly moved and seconded
THAT Bylaw 2014-13, a bylaw to amend the zoning of the Hillcrest residential area in accordance with the Hillcrest Neighbourhood Plan, be given second reading.

BYLAW 2014-13

ZONING AMENDMENT
Hillcrest Neighbourhood

SECOND READING

2014-10-16

It was duly moved and seconded
THAT Bylaw 2014-13 be amended by deleting subsections (1), (2) and (4) of section 1 and substituting new subsections (1), (2) and (4) as follows:

- “1. (1) The lot located at 122 Dalton Trail and all lots on Chalet Crescent, Klwane Crescent, Roundel Road, Sunset Drive North, and Sunset Drive South are changed from RS–Residential Single Detached to RS2–Residential Single Detached 2
- (2) All other lots located on Dalton Trail and lots located on Hillcrest Drive and Park Lane are changed from RS–Residential Single Detached to RS2x(a)–Residential Single Detached 2 (Modified).

Amendment #1

.../continued

2014-10-16 (Continued)

- (4) Lots located at 156 Hillcrest Drive, 19 Summit Road, 19 Roundel Road and 7 Roundel Road are changed from RM–Residential Multiple Housing to RCM–Comprehensive Residential Multiple Housing.

AND THAT the Development Regulations of the RS2 zone contained in Section 4 be amended by deleting the roof line, roof style and floor elevation regulations contained in 9.16.5 (i), (j) and (k) and renumbering the remaining regulations accordingly

Amendment #1
(Continued)

AND FURTHER THAT the Special Regulations of the RS2 zone contained in Section 4 be amended by deleting the existing subsection 9.16.7 (a) and substituting therefore a new subsection (a) as follows:

- “9.16.7 (a) The RS2 portion of Hillcrest located on Park Lane, Hillcrest Drive and Dalton Trail, with the exception of 122 Dalton Trail, is zoned RS2x(a) with the special provisions being:

Carried Unanimously

2014-10-17

It was duly moved and seconded

THAT the Development Regulations of the RS2 zone contained in Section 4 be amended by deleting the landscaping requirements in subsection 9.16.5 (q).

Amendment #2

Carried Unanimously

The MAIN MOTION as amended was then voted on and CARRIED UNANIMOUSLY.

Vote on Main Motion

2014-10-18

It was duly moved and seconded

THAT Bylaw 2014-13, a bylaw to change the zoning of the residential portion of Hillcrest in accordance with the Hillcrest Neighbourhood Plan, having been read a first and second time, now be given third reading as amended.

BYLAW 2014-13

ZONING AMENDMENT
Hillcrest Neighbourhood

THIRD READING

Carried Unanimously

2014-10-19

It was duly moved and seconded
THAT Bylaw 2014-17, a bylaw to amend the Zoning Bylaw with respect
to a number of administrative edits, be given first reading.

Carried Unanimously

BYLAW 2014-17

ZONING AMENDMENT
Administrative Edits

FIRST READING

There being no further business, the meeting adjourned at 7:50 p.m.

ADJOURNMENT

Mayor

City Clerk

ADOPTED by resolution at Meeting #2014-

MEMORANDUM

FILE #: Z-05-2014

TO: Mayor and Council
FROM: Administration
DATE: May 12, 2014
SUBJECT: Public Hearing at Regular Council Meeting May 12, 2014

Please be advised there will be a Public Hearing at the Regular Council Meeting of May 12, 2014, to hear from interested parties related to the following zoning amendment:

Bylaw 2014-17, a bylaw to enact several administrative edits to the Zoning Bylaw.

The amendments proposed in Bylaw 2014-17 are generally minor in nature and consist of administrative amendments to Zoning Bylaw 2012-20. These amendments are to clarify existing regulations and to fix errors that have been brought forward by staff through daily use and review of the Zoning Bylaw.

The following amendments are proposed in this round of housekeeping amendments:

- Adjustment of definitions
- General and specific use regulation edits
- Parking regulation edits
- Addition/Deletion of permitted uses
- Minor administrative amendments
- Mapping edits

Bylaw 2014-17 received 1st Reading on April 22, 2014. Letters were sent to property owners within 100 metres of affected properties. This includes 38 letters for a vacant City owned parcel located in Takhini North and 3 letters for a City owned PULD area near Metropolit Lane. General City-wide notice was published in the newspapers on April 25th and May 2nd. Yukon Government Lands Department, Kwanlin Dün First Nation and Ta'an Kwäch'än Council were also all notified.

Kinden Kosick
Planner, Planning Services

cc: Director Development Services
Manager of Planning Services



Minutes of the meeting of the City Planning Committee

Date May 5, 2014

Location Council Chambers, City Hall

Committee Members Present
Councillor Mike Gladish – Chair
Councillor Jocelyn Curteanu – Vice Chair
Mayor Dan Curtis
Councillor Kirk Cameron
Councillor Betty Irwin

Councillor Dave Stockdale
Councillor John Streicker

Staff Present
Christine Smith, City Manager
Robert Fendrick, Director of Corporate Services
Linda Rapp, Director of Community and Recreation Services
Mike Gau, Director of Development Services
Dave Muir, Acting Director of Infrastructure and Operations
Patrick Ross, Manager of Planning Services

Your Worship, the City Planning Committee respectfully submits the following report:

1. Land Sale and Transfer – Skookum Asphalt Quarry Lease Area

For the past 18 years Skookum Asphalt has been conducting quarry operations on property leased from the City. Skookum has now applied to purchase the lease area in order to secure long term security for their operations. In preparation for the proposed sale, the lease boundaries were realigned to ensure an adequate tree buffer area adjacent to the Alaska Highway and Robert Service Way. In accordance with the Land Disposition Policy, an independent private appraisal determined the market value of the land. Closing date for the sale is set to allow the 2014 quarry operations to conclude and seasonal quarry payments to be made. An easement agreement with the Yukon Electrical Company Limited will be required. Skookum Asphalt has agreed to the costs, terms and timelines proposed, and a bylaw to approve the land disposition is now being brought forward for Council's consideration.

Administration confirmed that no other interest in this property has been identified, and the extent of the material available for extraction is unknown.

Recommendation

THAT Bylaw 2014-20, a bylaw to authorize the sale and transfer of the existing quarry lease area located at 1 Ear Lake Road to Skookum Asphalt Ltd., be brought forward for due consideration under the bylaw process.

2. Lease Agreement – Guild Hall Society

The Guild Hall Society has been leasing premises from the City for more than 20 years. The lease area is zoned Public Service with spectator entertainment establishments included as a principal use. A new lease agreement has been negotiated with a ten year term and an annual rental of \$10.00 in accordance with the current standard lease rate for non-profit societies. The Guild Hall Society will be expected to bear all other costs associated with the operation and maintenance of the lease area, and to maintain liability insurance. A bylaw is required to authorize a lease agreement.

Administration confirmed that grants of any kind made to the Society are tracked, but there is no data with respect to the difference between a standard non-profit lease rate versus a fair market lease. However, that type of subsidy may be tracked in the future as part of current and proposed studies of the City's overall grant processes.

Recommendation

THAT Bylaw 2014-16, a bylaw to authorize a lease agreement with the Guild Hall Society, be brought forward for due consideration under the bylaw process

3. Amend Lease Agreement – Tennis Yukon

Tennis Yukon has an established lease with the City for the operation and maintenance of the Mount McIntyre tennis courts. The Association has negotiated an amendment to the lease area to allow for installation of a backboard to be used as a bounce-off wall. This proposed training area will eventually free up one of the existing tennis courts for regular use. An amendment to the lease has been drafted to expand the lease area and allow Tennis Yukon more flexibility at this facility. A bylaw is required to amend the existing lease agreement.

Administration confirmed that work continues on efforts to mitigate erosion impacts on the site, and Tennis Yukon is involved with these efforts.

Recommendation

THAT Bylaw 2014-21, a bylaw to amend the existing lease agreement with Tennis Yukon with respect to the Mount McIntyre tennis courts, be brought forward for due consideration under the bylaw process.

4. Monthly Activity Report – For Information Only

An activity report for April 2014 was received from the Planning Services Department.

Issues Arising from the Activity Report

The Committee commended the Planning Department's assistance to the Town of Faro in developing their Zoning Bylaw, and noted that residents of Takhini also commended the Planning Department for their work in developing their neighbourhood.



Minutes of the meeting of the City Operations Committee

Date	May 5, 2014
Location	Council Chambers, City Hall
Committee Members Present	Councillor Jocelyn Curteanu – Chair Councillor Dave Stockdale – Vice Chair Mayor Dan Curtis Councillor Kirk Cameron Councillor Mike Gladish Councillor Betty Irwin Councillor John Streicker
Staff Present	Christine Smith, City Manager Robert Fendrick, Director of Corporate Services Linda Rapp, Director of Community and Recreation Services Mike Gau, Director of Development Services Dave Muir, Acting Director of Infrastructure and Operations

Your Worship, the City Operations Committee respectfully submits the following report:

1. Contract Award – Vector Truck Purchase

The 2014 Capital Budget includes funding for a new Vector Truck for the Water and Waste Department as an addition to the fleet. Only one bid was received in response to the tender issued. The sole bid received meets specifications, and the price is considered competitive in the current market despite being over budget. The City has realized savings in two other equipment purchases, and these savings are available to fund the shortfall.

Recommendation

THAT the contract for the supply of one Vector Truck be awarded to Inland Kenworth in the amount of \$506,807.00; and

THAT the 2014 Capital Budget be amended by increasing project 320c01811, Vector – Whistle Bend, in the amount of \$50,000.00, funded by decreasing project 320c00110, One Ton replacements, by \$25,000.00, and by decreasing project 320c01709, Pickups, by \$25,000.00, all funded from the Equipment Reserve.

2. Monthly Activity Reports – For Information Only

Activity Reports for April 2014 were received from the Director of Infrastructure and Operations, and the Engineering, Operations, and Water and Waste Services Departments.



Minutes of the meeting of the Community Services Committee

Date May 5, 2014

Location Council Chambers, City Hall

Committee Members Present
Councillor Kirk Cameron – Chair
Councillor Mike Gladish – Vice-Chair
Mayor Dan Curtis
Councillor Jocelyn Curteanu
Councillor Betty Irwin
Councillor Dave Stockdale
Councillor John Streicker

Staff Present
Christine Smith, City Manager
Robert Fendrick, Director of Corporate Services
Linda Rapp, Director of Community and Recreation Services
Mike Gau, Director of Development Services
Dave Muir, Acting Director of Infrastructure and Operations
Douglas Hnatiuk, Supervisor of Outreach and Events

Your Worship, the Community Services Committee respectfully submits the following report:

1. Presentation of Keys to the City

Mayor Curtis presented the Key to the City to Emily Nishikawa in recognition of her accomplishments as an ambassador for the City and a role-model for youth, her achievements at the Sochi Winter Olympics, and her outstanding performance at the 2014 Canadian Cross Country Ski Championships.

Mayor Curtis asked Mr. and Mrs. Nishikawa to accept the Key to the City on behalf of their son Graham, in recognition of his accomplishments as an ambassador for the City and a role-model for youth, his achievements as a guide at the Sochi Paralympic Games, and his outstanding performance at the 2014 Canadian Cross Country Ski Championships.

2. Proclamations

Mayor Curtis proclaimed:

- The week of May 5th to 9th to be ***Hunger Awareness Week***,

- The month of May to be ***MS Awareness Month for the Multiple Sclerosis Society of Canada*** ; and
- The month of May 2014 to be ***Speech and Hearing Month*** in the City of Whitehorse.

3. Downtown Urban Gardeners Society Update – For Information Only

Randy Lamb provided an update on the activities of the Downtown Urban Gardeners Society. He explained that there is a sharing mechanism for planting in the gardens as well as the donation of excess produce to the Food Bank, and noted that the gardeners practice organic methods and have involved students in their activities. He stated that the Society greatly appreciates the City's support and noted that there are no plans for expansion in the immediate future.

4. Food Bank Society of Whitehorse Update – For Information Only

Stephen Dunbar-Edge addressed the Committee on behalf of the Food Bank Society of Whitehorse to provide an update on the services of the Society and the events planned for Hunger Awareness Week. He noted that there is significant need for the services of the Food Bank in Whitehorse, and advised that there has been a nine percent increase in the need for the service over the past year. The Food Bank has over 60 volunteer who contribute 700 hours per month, and there are more than 1,400 supporters and sponsors in and around Whitehorse.

5. Spring Recreation Grants

In accordance with Council's Recreation Grant Policy, the Recreation Grant Task Force has prepared recommendations for the allocation of the 2014 Arts–Cultural Facilities Grants, Recreation Facility–Parks Grants, and Spring Recreation Grants. The Task Force consists of citizens appointed by Council, and all applications are reviewed with due diligence. Requests for funding that do not comply with the policy are denied, and some eligible requests are not fully funded. The Community Lotteries Program provided \$141,105.50 for Recreation Grant purposes in 2014. Lotteries funding is calculated on a population-based formula and increased by about \$679.00 this year.

Administration confirmed that:

- Grant recipients are required to acknowledge the City's support and report on how this is done in the accountability statement;
- Applicants must meet the criteria of the Policy to be eligible for grants; and
- There are no pre-set targets for capital funding versus operational funding.

Recommendation

THAT the allocation of \$61,120.00,00 for Category 1 Recreation Grants, \$58,000.00 for Category 2 Recreation Facilities–Parks Grants, and \$52,000.00 for Category 3 Arts–Cultural Facilities Grants be approved with conditions as outlined in the summary sheets.

6. Monthly Activity Reports – For Information Only

Activity Reports for April 2014 were received from the Director of Community and Recreation Services, Outreach and Events, Parks and Trails, Recreation and Facility Services, and the Transit Services Department.

7. Coming Events – For Information Only

The annual community clean-up campaign will start on Wednesday, May 7th, with teams from the City and the Government of Yukon starting their clean-up challenge at 10:00 a.m. Graffiti clean-up will be included in the campaign. A barbeque for all participants will take place at Shipyards Park at noon.

Afghanistan Veterans Day will be celebrated at noon on Friday, May 9th at the Second Avenue entrance to City Hall.



Minutes of the meeting of the Public Health and Safety Committee

Date	May 5, 2014
Location	Council Chambers, City Hall
Committee Members Present	Councillor Dave Stockdale – Chair Councillor Kirk Cameron – Vice Chair Mayor Dan Curtis Councillor Jocelyn Curteanu Councillor Mike Gladish Councillor Betty Irwin Councillor John Streicker
Staff Present	Christine Smith, City Manager Robert Fendrick, Director of Corporate Services Linda Rapp, Director of Community and Recreation Services Mike Gau, Director of Development Services Dave Muir, Acting Director of Infrastructure and Operations

Your Worship, the Public Health and Safety Committee respectfully submits the following report:

1. Monthly Activity Report – For Information Only

Activity reports for April 2014 were received from Bylaw Services and the Fire Department.

Issues Arising from the Activity Reports

The Committee commended the Fire Department's participation in a recent fund-raising campaign.



Minutes of the meeting of the Development Services Committee

Date	May 5, 2014
Location	Council Chambers, City Hall
Committee Members Present	Councillor Betty Irwin – Chair Councillor John Streicker – Vice Chair Mayor Dan Curtis Councillor Kirk Cameron Councillor Jocelyn Curteanu Councillor Mike Gladish Councillor Dave Stockdale
Staff Present	Christine Smith, City Manager Robert Fendrick, Director of Corporate Services Linda Rapp, Director of Community and Recreation Services Mike Gau, Director of Development Services Dave Muir, Acting Director of Infrastructure and Operations

Your Worship, the Development Services Committee respectfully submits the following report:

1. Monthly Activity Reports – For Information Only

Activity reports for April 2014 were received from the Director of Development Services and the Environmental Sustainability Department.



Minutes of the meeting of the Corporate Services Committee

Date	May 5, 2014
Location	Council Chambers, City Hall
Committee Members Present	Councillor John Streicker – Chair Councillor Betty Irwin – Vice Chair Mayor Dan Curtis Councillor Kirk Cameron Councillor Jocelyn Curteanu Councillor Mike Gladish Councillor Dave Stockdale
Staff Present	Christine Smith, City Manager Robert Fendrick, Director of Corporate Services Linda Rapp, Director of Community and Recreation Services Mike Gau, Director of Development Services Dave Muir, Acting Director of Infrastructure and Operations

Your Worship, the Corporate Services Committee respectfully submits the following report:

1. Amend Fees and Charges Bylaw

As part of a regular review, Financial Services compiles a list of suggested changes to the City's Fees and Charges as submitted by the management group. The Water and Waste Department has requested the introduction of new fees for the bulk sale of cured compost at a reduced rate. The new fees would enable larger volume purchasers to acquire more compost for a better price. The effect on revenue is expected to be minimal as the increase in sales should offset any reduction in expected total revenues. The new rates will be effective on June 1, 2014 to impact this growing season. If these changes are not approved, the effect would be the dilemma of growing output of compost as well as decreased revenues from compost sales.

Recommendation

THAT Bylaw 2014-22, a bylaw to amend the Fees and Charges Bylaw, be brought forward for due consideration under the bylaw process

2. Monthly Activity Reports – For Information Only

Activity reports for April 2014 were received from the City Manager, the Director of Corporate Services, and the Business and Technology Systems, Financial Services, Human Resources, and Strategic Communications and Customer Service Departments.

Issues Arising from the Activity Reports

The Committee asked for additional information with respect to the security technology used by Business and Technology Systems to ensure the security of the City's computer systems.

Administration confirmed that names are randomly chosen from the City's List of Electors for use with the citizen survey. Those selected are advised by mail that they will be contacted by telephone surveyors to participate in a 15 to 20 minute survey. Statistically, with a random sample of between 400 and 500 participants, the City can be confident that any percentages quoted will be within plus or minus five percent of what the response would be from the entire population of Whitehorse 19 times out of 20.

3. Computer Security – For Information Only

Yolanda Beauchen addressed the Committee to state that computer viruses are a major issue. She encouraged the City to be vigilant in ensuring that adequate security measures are in place.

There being no further business, the meeting adjourned at 7:30 p.m.

CITY OF WHITEHORSE

BYLAW 2014-16

A bylaw to authorize a lease agreement.

WHEREAS Section 265 of the *Municipal Act* (2002) provides that Council may pass bylaws for municipal purposes respecting the municipality's leasing of any real or personal property; and

WHEREAS Council deems it desirable to enter into an agreement with **The Guild Hall Society** for the lease of a parcel of land for a ten year period from March 1, 2014 to and including February 29, 2024;

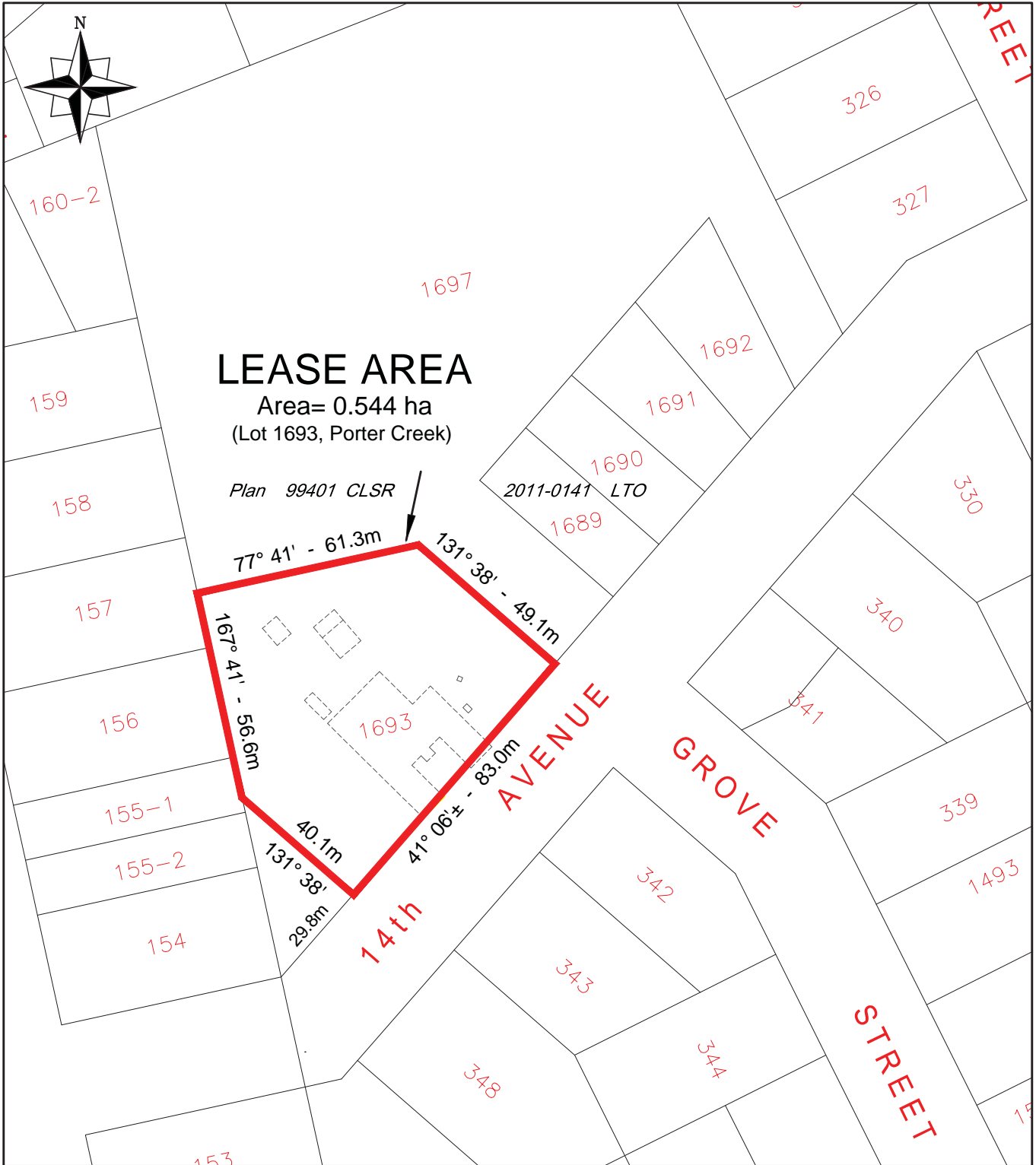
NOW THEREFORE the Council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. The City of Whitehorse is hereby authorized to enter into a ten (10) year lease agreement with The Guild Hall Society with respect to Lot 1693, Porter Creek, City of Whitehorse, Yukon Territory, Plan 2011-0141 LTO, in the City of Whitehorse, comprising approximately 0.544 hectares in area, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
2. The Mayor and Clerk are hereby authorized to execute on behalf of the City of Whitehorse the Lease Agreement attached hereto as Appendix "B" and forming part of this bylaw.
3. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING:
THIRD READING and ADOPTION:

Mayor

City Clerk



LEASE AREA

Area= 0.544 ha
 (Lot 1693, Porter Creek)


Plan 99401 CLSR

2011-0141 LTO

Bylaw 2014-16

A bylaw to enter into an agreement with Guild Hall Society for the lease of a 0.544 hectare parcel of land for a ten year period from March 1, 2014 to and including February 29, 2024

LEGEND

 SUBJECT AREA

THIS LEASE AGREEMENT, made the _____ day of _____, 2014 in quadruplicate, to be effective as of and from the 1st day of March, 2014.

BETWEEN:

The City of Whitehorse, a municipality duly incorporated pursuant to the provisions of the *Municipal Act (Yukon)*,

(the "Landlord").

AND:

The Guild Hall Society, a society duly incorporated pursuant to the provisions of the *Societies Act (Yukon)*,

(the "Tenant").

WHEREAS:

- A. The Landlord is the owner of the Lands as described in Paragraph 1.1 herein;
- B. The Tenant is the owner of the Premises, commonly known as The Guild Hall and accessory buildings, within which the Tenant operates a cultural arts centre, the location and dimensions of which are detailed in sketch 5284 prepared by Underhill Geomatics Ltd., and dated September 2, 2004, attached as Schedule "B" and which is municipally described as #27 Fourteenth Avenue East, Porter Creek Subdivision, Whitehorse, Yukon Territory (the "Premises"); and
- C. The Premises are situated on the Lands and them Tenant desires to lease the Lands for the purpose of a spectator entertainment establishment and in accordance with the terms and conditions contained in this Lease.

1. Demise

1.1 Lease

Witness that in consideration of the rents, covenants, conditions and agreements herein reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord, being registered as owner in fee simple, subject however to such mortgages and encumbrances as are indicated herein, does hereby demise and lease unto the Tenant, the parcel of land more particularly described as follows:

- (a) Lot 1693, Porter Creek, City of Whitehorse, Yukon Territory, Plan 2011-0141 LTO; (collectively the "Lands")
now shown outlined in red in the sketch attached hereto as Schedule "A" comprising approximately 0.544 hectares in area.

1.2 Term

To have and to hold the Lands for and during the term of this Lease for a period of ten (10) years, commencing on the 1st day of March, 2014 to and including the 29th day of February, 2024.

1.3 Rent

Yielding and paying therefore during the term hereof unto the Landlord the sum of TEN (\$10.00) DOLLARS per year, of lawful money of Canada to be paid in advance on or before March 1 of each year during the term hereof.

1.4 Additional Rent

The Tenant shall pay to the Landlord as additional rent, the following:

- (a) Taxes - All real property taxes including local improvements rates levied or assessed by any competent authority upon or in respect of the Land.

If eligible, the Tenant may apply for any real property tax grants or rebates that may be made available pursuant to any City of Whitehorse bylaws or policies that may be in effect from time to time. The Tenant acknowledges that the right of the Tenant to receive any requested grant or rebate of real property taxes may be subject to City of Whitehorse Council approval and Council, in its sole and unfettered discretion, may elect not to provide a requested grant or rebate or may elect to only provide a partial grant or rebate of the real property taxes assessed against the Land in any given year.

In the event that City Council elects not to provide a requested grant or rebate of real property taxes or provides only a partial grant or rebate, the Tenant shall be responsible to pay all or such remaining real property taxes assessed against the Land in each year.

In addition, any capital improvements which are undertaken at the request of the Tenant and which are constructed by the Landlord on the condition that the capital improvements be paid for by way of local improvement taxes, shall be paid the Tenant;

- (b) *Insurance* - The cost of all insurance premiums paid for by the Landlord in the event that the Tenant does not pay the premiums of insurance as required by Paragraph 6 herein; and
- (c) *Utilities* - All rates and charges for utilities that are not billed separately to the Tenant and that are paid for by the Landlord.

(collectively referred to as "Additional Rent").

1.5 Payment of Additional Rent

The Tenant shall pay such amount of Additional Rent in twelve equal monthly instalments, in advance, in the same manner as rent. At the end of such period, the Landlord shall furnish to the Tenant a statement showing the actual amount of additional rent together with such evidence in support thereof as the Tenant may reasonably require. If an overpayment has been made by the Tenant, the Landlord shall credit such amount to the ensuing period, or if there is no ensuing period, such amount shall be repaid to the Tenant and if an amount remains owing to the Landlord, the Tenant shall pay the same forthwith to the Landlord.

1.6 Carefree Lease

The Tenant acknowledges that it is intended that this Lease be a net-net lease for the Landlord and that all and every cost, expense, charge or out lay of any nature whatsoever in any way related to the Lands and Premises or their occupancy by the Tenant shall be borne by the Tenant excepting as otherwise expressly provided herein.

1.7 Renewal of Lease

The Landlord may, in its sole and unfettered discretion, which may be unreasonably withheld, grant to the Tenant a renewal of the Lease.

2. Covenants of Tenant

2.1 Promises of Tenant

The Tenant covenants and agrees with the Landlord as follows:

- (a) *Rent* - The Tenant shall during the term of this lease or any renewal thereof pay to the Landlord the rent hereby reserved, and all other sums to be paid by the Tenant hereunder in the manner herein provided without any deduction whatsoever. The Tenant shall produce to the Landlord from time to time, at the request of the Landlord, satisfactory evidence of the due payment by the Tenant of all other payments required to be made by the Tenant under this lease;
- (b) *Repair* - The Tenant shall well and sufficiently repair, maintain, amend and keep the Lands, in good and substantial repair when, where and so often as need shall be, damage by fire and other risks against which the Landlord is insured (the "Tenant Repair Exceptions") only excepted unless such damage is caused by the negligence or wilful act of the Landlord, its employees, agents or invitees;
- (c) *Notice to Repair* - The Landlord and its agents may at all reasonable times enter the Lands to examine the condition thereof, and all want of repair that upon such examination may be found and for the amendment of which notice in writing is delivered to the Tenant address in Section 9.5 here of, the Tenant shall well and sufficiently repair and make good according to such notice within 30 days from the date on which such notice delivered to the Tenant, subject to the Tenant Repair Exceptions;

- (d) *Care of Lands and Premises* - The Tenant shall take good care of the Lands and Premises and keep the same in a safe, tidy and healthy condition and shall, at its own expense, bear such costs as are reasonably necessary during the term of this lease to keep the Lands and Premises in such condition;
- (e) *Utilities* - The Tenant shall pay when due all rates and charges for telephone and other utilities supplied to or used in the Lands and Premises as separately metered or separately invoiced by the supplier, including those utilities as supplied by the Landlord;
- (f) *Utility Services* - The tenant shall pay all costs associated with upgrades or improvements to the existing utility services to the Lands and Premises;
- (g) *Business Taxes* - The Tenant shall pay when due all business taxes payable by the Tenant in respect of the Tenant's occupancy of the Lands and Premises;
- (h) *Assignment and Subleasing* - The Tenant shall not assign, mortgage or encumber this Lease, or sublet, or suffer or permit the Lands and Premises or any part thereof to be used by others by license or otherwise, except as contemplated by Paragraph 2.1(i), without the prior written consent of the Landlord, which consent may be arbitrarily and unreasonably withheld. Notwithstanding the foregoing, the Landlord shall not unreasonably withhold its consent in the event that the Tenant proposes to assign or sublet this lease to another society or organization or in the event that a sublease or licence for a portion of the Lands to any person is required to further the development of the Lands as a spectator entertainment establishment. In the event that consent to the assignment or subleasing to another society or organization or the subleasing or licensing of a portion of the land to any person is withheld by the Landlord, the matter shall, at the option of the Tenant, and subject to the provisions of the *Arbitration Act*, be referred to a single arbitrator (if the parties can agree on one) otherwise to a board of three arbitrators, the first to be appointed by one party or side to such disagreement or dispute, the second to be appointed by the other party or side and the third to be appointed by the first two arbitrators so appointed, and the determination of such arbitrator or arbitrators shall be final and binding upon the parties hereto. If the Tenant assigns or sublets the Lands with the prior written consent of the Landlord, the Tenant shall not be relieved from any liability under this Lease and shall remain bound and responsible to fulfil the covenants and agreements herein contained, notwithstanding such assignment or consent to assignment by the Landlord;
- (i) *Use of Lands and Premises* - The Tenant shall not use the Lands and Premises nor allow the Lands and Premises to be used for any purpose other than as a "spectator entertainment establishment" and associated secondary uses as provided for by the current zoning of the Lands and Premises being "PS - Public Services", or such other uses as may be approved in writing by the Landlord, which

approval may be arbitrarily and unreasonably withheld. The Lands and Premises and chattels contained on the Lands and Premises and leased herewith shall not be used to provide or supply programs or services on or off of the Lands and Premises, in other locations, in competition with privately owned and operated business;

- (j) *Nuisance* - The Tenant shall not at any time use, exercise, or carry on or permit to be used, exercised or carried on, in or upon the Lands and Premises or any part thereof any noxious, noisome, or offensive act, trade, business, occupation or calling and no act, matter or thing whatsoever shall at any time be done in or upon the Lands and Premises or any part thereof which is an unreasonable annoyance, nuisance or disturbance to the occupiers or owners of the adjoining lands and properties;
- (k) *Insurance Risk* - The Tenant shall not do or permit to be done any act or thing which may render void or voidable or conflict with the requirements of any policy of insurance, on the Lands and Premises, including any regulations of fire insurance underwriters applicable to such policy. The Tenant shall ensure that all activities carried out or conducted on the Lands and Premises are done in accordance with the provisions of any policy of insurance that is in force, so that the Tenant and the Landlord have the benefit of such insurance. Any activity which cannot be insured for or which is specifically exempted from coverage under any policy of insurance that is in force shall not be permitted by the Tenant;
- (l) *By-Laws* - The Tenant shall comply with all statutes, regulations, and by-laws of any governmental authority relating in any way to the use or occupation of the Lands and Premises, including, without limiting the generality of the foregoing, all laws, regulations and bylaws affecting or relating to the sale or consumption of alcoholic beverages on the Lands and the Premises;
- (m) *Alterations* - The Tenant shall not make any alterations, installations, improvements or changes of any kind to the Lands and Premises without the prior written consent of the Landlord, and the Landlord may require that any or all work to be done or materials to be supplied hereunder, be done or supplied by contractors or workers approved by the Landlord;
- (n) *Removal of Goods, Chattels, or Fixtures* - The Tenant shall not remove from the Land and Premises any goods, chattels or fixtures moved into the Lands and Premises, except in the normal course of business, ("business" when used in this Lease meaning the carrying out of the society's objects), until all rent and other payments due or to become due during the term of this Lease are fully paid;
- (o) *No Permanent Structures* - The Tenant shall not construct, install or erect any permanent structures or buildings on the Lands without the express written consent of the Landlord, which consent may not be arbitrarily and unreasonably withheld.

- (p) *Ownership of Existing or Future Structures* – The Premises is the property of the Tenant. The Tenant may, at the expiry of the Lease and at its own expense, remove the Premises from the Lands and, if the Tenant exercises this right, the Tenant shall be responsible for returning the Lands to a condition satisfactory to the Landlord. In the event that the Premises are not removed from the Land within six (6) months from the date of the expiry of the Lease, the ownership of the Premises shall revert to the Landlord.
- (q) *Builders Liens* - The Tenant shall promptly pay all charges incurred by the Tenant for any work, materials or services that may be done, supplied or performed in respect of the Lands and Premises and shall not cause or permit any mechanic's lien to be registered against the Lands and if any such lien should be so registered the Tenant shall pay off and discharge the same forthwith and, if he shall fail or neglect to do so within 10 days after written notice thereof from the Landlord, the Landlord may but shall not be obliged to, pay and discharge such lien and may add to the next ensuing instalment of rent the amount so paid including all costs to the Landlord together with interest thereon from the date of payment. Provided that in the event of a bona fide dispute by the Tenant of the validity or correctness of any such claim of lien, the Tenant shall be entitled to defend against the same and any proceedings brought in respect thereof after having first paid into Court the amount claimed and such costs as the Court may direct or having provided such other security as the Landlord may in writing approve to ensure payment thereof. Provided further that upon determination of the validity of any such lien, the Tenant shall immediately pay any judgment in respect thereof against the Landlord, including all proper costs and charges incurred by the Landlord and the Tenant in connection with any such lien and shall cause a discharge thereof to be registered without cost or expense to the Landlord;
- (r) *Operation of a Spectator Entertainment Establishment* - The Tenant acknowledges that the development and operation of a spectator entertainment establishment is of the utmost importance to the Landlord and the citizens of the City of Whitehorse. The Tenant acknowledges that in the event a spectator entertainment establishment is not operational in any twelve month period, the Tenant shall be in default of this Lease, notwithstanding that rent is paid, and the City shall have the option to immediately terminate the Lease;
- (s) *Inspection* - The Tenant shall permit the Landlord or any other person authorized by the Landlord to inspect the Lands and Premises at all reasonable times;
- (t) *Maintenance* - The Tenant shall permit the Landlord to install, maintain, replace, repair and service or cause to be installed, maintained, replaced, repaired, and serviced, wires, ducts or other installations in, under or through the Lands and Premises for or in connection with the supply of any service or utility to any part of the Lands and Premises;

- (u) *Vacant Possession* - The Tenant shall at the expiration or earlier termination of this Lease, peaceably surrender and deliver up vacant possession of the Lands and in the event that ownership of the Premises reverts to the Landlord pursuant to Section 2.1 (q) here in, the Tenant shall deliver all keys, operational manuals and logs and such documents as are reasonably requested which relate to the Lands and Premises;
- (v) *Financial Information* - The Tenant shall provide to the Landlord reasonable access to all of its books and records;
- (w) *Use of Facility* - The Tenant shall provide access to the Lands and Premises and membership in the Guild Hall Society shall be available to all persons wishing to join, provided that such persons agree to comply and continue to comply with the rules, regulations and by-laws of the Society and pay the appropriate fees and levies of the Society;
- (x) *Public Accessibility* - The Tenant shall ensure that programs and activities offered on the Lands and Premises are open to the general public; and
- (y) *Conduct of Operations* - The Tenant shall conduct its operations on the Lands and Premises to the standard of a reasonably prudent spectator entertainment establishment. Without limiting the generality of the foregoing, the Tenant shall maintain a schedule of inspection and maintenance of the Land and Premises in accordance with industry standards.

3. Covenants of Landlord

3.1 Promises of Landlord

The Landlord covenants with the Tenant as follows:

- (a) *Quiet Enjoyment* - The Tenant, paying the rent hereby reserved and performing the covenants herein on its part contained, shall and may peaceably possess and enjoy the Lands and Premises for the term of this Lease or any renewal thereof without interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under the Landlord.

4. Rights and Remedies of the Landlord

4.1 Re-entry

If default or breach or non-performance of any of the covenants or agreements in this Lease contained on the part of the Tenant continues for 30 days after written notice thereof has been given by the Landlord to the Tenant, then it shall be lawful for the Landlord at any time thereafter without notice to re-enter the Lands and the same to have again, repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding. If the Landlord re-enters the Lands by reason of the default of the Tenant prior to the expiry of the term of this lease, the Tenant will be liable to the Landlord for the amount of rent for the remainder of the term as if such

re-entry had not been made, less the actual amount received by the Landlord after such re-entry from any subsequent leasing of the Lands during the remainder of the term after deducting the Landlord's costs of reletting the Lands and Premises.

4.2 Right of Termination

Upon the Landlord becoming entitled to re-enter upon the Lands, the Landlord shall have the right in addition to all other rights, to determine forthwith this lease by giving notice in writing to the Tenant and thereupon rent shall be apportioned and paid to the date of such determination and the Tenant shall forthwith deliver up possession of the Lands and the Landlord may re-enter and take possession of the same.

4.3 Bankruptcy

If the term hereof or any renewal thereof shall at any time be seized or taken in execution or attachment by any creditor of the Tenant or if the Tenant makes any assignment for the benefit of creditors or becomes bankrupt or insolvent or takes the benefit of any bankruptcy or insolvency legislation or in case the Lands and Premises become vacant or unoccupied for a period of 10 days, the then current month's rent together with the rent accruing for the balance of the term or the next three months, whichever is less, shall immediately become due and payable and the term hereof or any renewal thereof shall at the option of the Landlord become forfeited and void. Neither this Lease nor any interest therein nor any estate hereby created shall pass to or enure to the benefit of any trustee in bankruptcy or any receiver of any assignee for the benefit of creditors or otherwise by operation of law.

4.4 Status as a Society

In the event the Tenant is dissolved, wound up or struck from the Corporate Registry, fails to maintain its status as a registered Society, or is in default of filing returns or notices, including its annual return and financial statements for a period in excess of one (1) year, or is otherwise no longer a not-for-profit society or organization, the Landlord shall have the absolute right to terminate this Lease upon giving the Tenant written notice to that effect. In the event the Lease is terminated pursuant to the provisions of this paragraph, the Premises shall become the sole property of the Landlord.

4.5 Dissolution of Society

Where all of the Tenant's fixed assets are affixed solely to the Lands, the Tenant's Constitution and/or Bylaws must include an unalterable dissolution clause which provides that upon dissolution of the society, its assets must firstly be distributed to another non-profit society operating within the City of Whitehorse, in good standing with the Registrar of Societies, with similar objectives, and only failing to transfer its assets to another non-profit society with similar objectives, would the Tenant's fixed assets be distributed to the City.

4.6 Distress

Whensoever the Landlord shall be entitled to levy distress against the goods and chattels of the Tenant, the Landlord may use such force as it may deem necessary for that purpose and for gaining admittance to the Lands and Premises without being liable in any action in respect thereof, or for any loss or damage occasioned thereby and the Tenant hereby expressly releases the Landlord from all actions, proceedings, claims or demands whatsoever for or on account of or in respect of any such forcible entry or any loss or damage sustained by the Tenant in connection therewith.

4.6 Non-waiver

The waiver by the Landlord of any breach by the Tenant of any covenant or condition contained in this Lease shall not be construed as or constitute a waiver of any further or other breach of the same or any other covenant or condition, and the consent or approval of the Landlord to or of any act by the Tenant requiring the Landlord's consent or approval shall not be deemed to waive or render unnecessary the Landlord's consent or approval to any subsequent act, similar or otherwise, by the Tenant.

4.7 Landlord's Right to Perform

If the Tenant fails to perform any of the covenants or obligations of the Tenant under or in respect of this Lease, the Landlord may from time to time, at its discretion, perform or cause to be performed any such covenants or obligations or any part thereof and for such purpose may do such things as may be required and may enter upon the Lands to do such things and all expenses incurred and expenditures made by or on behalf of the Landlord shall be paid forthwith by the Tenant to the Landlord and if the Tenant fails to pay the same the Landlord may add the same to the rent and recover the same by all remedies available to the Landlord for the recovery of rent in arrears; provided that if the Landlord commences or completes either the performance or causing to be performed of any of such covenants or obligations or any part thereof, the Landlord shall not be obliged to complete such performance or causing to be performed or be later obliged to act in a like fashion.

4.8 Interest

The Tenant shall pay to the Landlord interest at the prime commercial lending rate of The Royal Bank of Canada plus 3% per annum on all payments of rent and other sums required to be paid under this Lease from the date upon which the same were due until actual payment thereof.

5. Indemnification

5.1 Indemnity by Tenant

Except for or in respect of events caused by the Landlord's actions, or those for who it is at law responsible, arising out of the use and occupation of the Lands and Premises, including wilful misconduct or negligence during the Term, the Tenant shall indemnify the Landlord and all of its servants, agents, employees, contractors, invitees and persons for whom the Landlord is in law responsible and shall hold them and each of them harmless from and against any and all liabilities,

claims, damages, losses and expenses, including all legal fees, on a solicitor-and-own-client basis, or in the alternative, the highest rate allowed for the taxation of costs under the *Rules of Court* and disbursements, due to, arising from or to the extent contributed to by:

- (a) any breach by the Tenant of any of the provisions of this Lease;
- (b) any act or omission of the Tenant of any of its members, servants, agents, employees, invitees, licensees, sub-tenants, concessionaires, contractors or persons for whom the Tenant is in law responsible on the Premises;
- (c) any injury, death or damage to persons or property of the Tenant or its members, servants, agents, employees, customers, invitees, contractors or any other persons on the Premises by or with the invitation, license or consent of the Tenant;
- (d) any damage, destruction or need of repair to any part of the Premises caused by any act or omission of the Tenant or its members, servants, agents, employees, customers, invitees, contractors, or persons for whom the Tenant is in law responsible, notwithstanding any other provisions of this Lease; and
- (e) any latent or patent defect in the Lands or Premises;

and this Indemnity shall survive the expiration or earlier termination of this Lease. In the event that the Landlord incurs liabilities, claims, damages, losses and expenses which are not paid by the Tenant or acknowledged by the insurer of the Tenant, within one year of written demand being made by the Landlord for indemnity pursuant to the provisions herein, this Lease shall terminate.

5.2 Indemnity by Landlord

Except for or in respect of events caused by the Tenant's actions, or those for whom it is at law responsible, arising out of the use and occupation of the Lands and Premises, including wilful misconduct or negligence during the term of this Lease, the Landlord shall indemnify the Tenant and all of its servants, agents, employees, contractors, customers, invitees and persons for whom the Tenant is in law responsible and shall hold them and each of them harmless from and against any and all liabilities, claims, damages, losses and expenses, including all legal fees, on a solicitor-and-own-client basis, or in the alternative, the highest rate allowed for the taxation of costs under the *Rules of Court* and disbursements, due to, arising from or to the extent contributed to by:

- (a) any breach by the Landlord of any of the provisions of this Lease;
- (b) any act or omission of the Landlord or any of its servants, agents, employees, contractors or persons for whom the Landlord is in law responsible on the Lands or Premises; and
- (c) any injury, death or damage to persons or property of the Landlord or its servants, agents, employees, contractors or any other persons on the Lands or Premises by or with the invitation or consent of the Landlord;

except for any latent or patent defect in the Lands and Premises, and this Indemnity shall survive the expiration or earlier termination of this Lease.

5.3 Landlord Unable to Perform

Whenever and to the extent that the Landlord shall be unable to fulfil or shall be delayed or restricted in the fulfilment of any obligation hereunder in respect of the supply or provision of any service or utility or the doing of any work by reason of being unable to obtain the material goods, equipment, service, utility or labour required to enable it to fulfil such obligation or by reason of any strike or lock-out or any statute, law, or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administration, controller or board or any governmental department or officer or other authority or by reason of any cause beyond its control either of the foregoing character or not, the Landlord shall be relieved from the fulfilment of such obligation and the Tenant shall not be entitled to compensation for any loss, inconvenience, nuisance or discomfort thereby occasioned.

5.4 Relief of Landlord on Sale

If the Landlord sells or otherwise conveys its interest in the Lands and the subsequent owner of such interest assumes the covenants and obligations of the Landlord hereunder, the Landlord shall, without further written agreement, be freed and relieved of all liability for such covenants and obligations. The Tenant shall from time to time at the request of the Landlord promptly execute and return to the Landlord such certificates confirming the current status of this Lease in such detail as the Landlord may require.

6. Insurance

6.1 Liability Insurance.

The Tenant shall provide and maintain in such form and to such extent and with such companies, as required by the Landlord, public liability insurance in the (minimum amount of TWO MILLION (\$2,000,000) DOLLARS two million dollars \$2,000,000) for the protection against any claims in any way relating to the Lands and Premises. This public liability insurance, in which both the Landlord and the Tenant shall be designated as the insured, which policy shall provide that the same cannot be cancelled without at least 15 days prior written notice to the Landlord and the Tenant shall deposit with the Landlord a certificate of such insurance at or prior to the commencement of the term and thereafter within 10 days prior to the expiration of any such policy.

7. Hazardous Substances

7.1 Definitions

"Hazardous Substance" means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:

- (a) radioactive materials;
- (b) explosives, excluding lawfully possessed fireworks and lawfully conducted exploding novelty acts;

- (c) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant;
- (d) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:
 - (i) endangers the health, safety or welfare of persons or the health of animal life;
 - (ii) interferes with normal enjoyment of life or property;
 - (iii) causes damage to plant life or to property;
- (e) toxic substances; or
- (f) substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the Landlord, the Tenant, or the Lands and Premises.

7.2 Compliance with Laws

The Tenant shall not bring upon the Lands and Premises or any part thereof any Hazardous Substance. Without limiting the generality of the foregoing, the Tenant shall, at the Tenant's own cost and expense, comply with all laws and regulations from time to time in force relating to a Hazardous Substance and protection of the environment and shall immediately give written notice to the Landlord of the occurrence of any event on the Lands and Premises constituting an offence thereunder or being in breach thereof and, if the Tenant, either alone or with others, causes the happening of such event, the Tenant shall, at its own expense, immediately give the Landlord notice to that effect and thereafter give the Landlord from time to time written notice of the extent and nature of the Tenant's compliance with this Paragraph 7; promptly remove the Hazardous Substance from the Lands and Premises, as the case may be, in a manner which conforms with all laws and regulations governing the movement of the same; and if requested by the Landlord, obtain from an independent consultant designated or approved by the Landlord a report verifying the complete and proper removal thereof from the Lands and Premises or, if such is not the case, reporting as to the extent and nature of any failure to comply with this Paragraph. The Tenant shall, at its own expense, remedy any damage to the Lands and Premises caused by such event or by the performance of the Tenant's obligations under this Paragraph 7 as a result of such occurrence. If any governmental authority having jurisdiction requires the clean-up of any Hazardous Substance held, released, spilled, abandoned, or placed upon the Lands and Premises or released into the environment by the Tenant in the course of the Tenant's business or as a result of the Tenant's use or occupancy of the Lands and Premises, then the Tenant shall, at its own expense, prepare all necessary studies, plans and proposals and submit the same for approval, provide all bonds and other security required by governmental authorities having jurisdiction and carry out the work required and shall keep the Landlord fully informed and provide to the Landlord full information with respect to proposed plans and comply with the Landlord's reasonable requirements with respect to such plans.

7.3 Discharge

The Tenant shall not discharge or permit the discharge of any oil or grease or any deleterious, objectionable, dangerous materials or Hazardous Substance into any water course, culvert, drain or sewers in, under or near the Lands and Premises. The Tenant shall take as reasonable measures for ensuring that any discharge effluent shall not be corrosive, poisonous or otherwise harmful or to cause obstruction, deposit or pollution to any waters, ditches, water course, culverts, drains or sewers, nor to or within any sewage disposal works nor to the bacteriological process of sewage purification. The Tenant shall forthwith, at the Landlord's request, provide facilities for testing and monitoring the effluent from the Tenant's operations and shall permit the Landlord and its agents reasonable access to the lands for the purposes of carrying out such testing and monitoring from time to time at the Tenant's expense. The Tenant shall construct, maintain and operate every furnace and burner used on the Lands and Premises so as to substantially consume or burn the smoke arising there from and shall not use or suffer any furnace or burner to be used negligently. The Tenant shall not cause or permit any grit, dust, noxious or offensive effluvia or Hazardous Substance to be emitted from any engine, furnace, burner or apparatus on the Lands and Premises without using the best practicable means reasonably available for preventing or counteracting such emissions.

7.4 Ownership of Hazardous Substances

If the Tenant brings onto or creates upon the Lands and Premises any Hazardous Substance or if the conduct of the Tenant's business causes there to be any Hazardous Substance upon the Lands and Premises, then, notwithstanding any rule of law to the contrary, such Hazardous Substance shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord, notwithstanding the degree of affixation of the Hazardous Substance or the goods containing the Hazardous Substance to the Lands and Premises and notwithstanding the expiry or earlier termination of this Lease.

7.5 Access to Information

The Tenant hereby authorizes the Landlord to make enquiries from time to time of any government or governmental agency with respect to the Tenant's compliance with any and all laws and regulations pertaining to any Hazardous Substance and the protection of the environment and the Tenant covenants and agrees that the Tenant shall from time to time provide to the Landlord such written authorization as the Landlord may reasonably require in order to facilitate the obtaining of such information. The Tenant shall, at its own expense, comply with all the laws and regulations from time to time in force regulating the manufacture, use, storage, transportation or disposal of Hazardous Substance and shall make, obtain and deliver all reports and studies required by governmental authorities having jurisdiction.

8. Termination

8.1 Termination

It is hereby agreed that during the term hereof, the Landlord or the Tenant may terminate the Lease by giving notice in writing twelve (12) months before such determination, and on the day following the date specified in the notice, this Lease is terminated.

9. General Provisions

9.1 Subordination

This Lease is subject and subordinate to all mortgages, easements, or rights of way which now or hereafter during the term of this Lease or any renewal thereof shall be recorded in the Land Titles Office as a mortgage, easement, or right of way given by the Landlord against the Lands. The Tenant shall execute promptly from time to time any assurances that the Landlord may request to confirm this subordination.

9.2 No Agency or Partnership

Nothing herein contained shall be construed as creating the relationship of principal and agent or of partners or of joint ventures between the parties hereto, their only relationship being that of landlord and tenant.

9.3 Overholding

If the Tenant continues to occupy the Lands and Premises with the consent of the Landlord after the expiration of this Lease or any renewal thereof without any further written agreement, the Tenant shall be a monthly Tenant at a monthly rental equivalent to 1/12 of the annual rental and all other sums payable hereunder pro-rated for one month.

9.4 Effect of Headings

The headings or subheadings to the clauses in this Lease form no part thereof, and are inserted for convenience and internal reference only and are not to be relied upon or considered by any person in the interpretation hereof.

9.5 Notices

Any notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if mailed by prepaid, registered mail, emailed, faxed to or delivered at the address of the other party hereinafter set forth:

If to the Landlord:

The City of Whitehorse
 2121 Second Avenue
 Whitehorse, Yukon Territory, Y1A 1C2
Attention: Manager Planning Services
 Fax No. (867) 668-8395
 Email Address: land@whitehorse.ca

If to the Tenant:

The Guild Hall Society

Attention: President

#27 – 14th Avenue

Whitehorse, Yukon Territory Y1A 5A7

Telephone (867) 633-3550

Email Address: guildhall@northwestel.net

A notice shall be deemed to have been received, if emailed, faxed or delivered, on the date of delivery and if mailed as aforesaid then on the fifth business day following the posting thereof, provided that in the event of disruption of internet connection, postal services a notice shall be given by one of the other methods of communication.

9.6 *Solicitor and Client Costs*

If the Tenant defaults in paying the rent hereunder or in performing any of the covenants and agreements herein contained on the part of the Tenant to be observed and performed, the Landlord may recover from the Tenant all of the Landlord's reasonable costs in enforcing compliance with this Lease and without limitation, costs as between solicitor-and-own-client or in the alternative, costs at the highest tariff allowed under the *Rules of Court*.

9.7 *Joint and Several Covenants*

In the event that this Lease is executed by two or more persons as Tenant, the covenants and agreements on the part of the Tenant herein contained will be and will be deemed to be joint and several covenants.

9.8 *Binding Agreement*

This Lease shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns as the case may be. This Lease is not assignable by the Tenant without the express written consent of the Landlord, which may be arbitrarily and unreasonably withheld.

9.9 *Interpretation of Words*

Wherever the singular or the masculine is used in this Lease, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

9.10 *Time of Essence*

Time shall in all respects be of the essence hereof.

9.11 *Changes to Agreement*

No provision of this Lease shall be deemed to have been changed unless made in writing signed by the Landlord and Tenant, and if any provision is unenforceable or invalid for any reason whatever, such unenforceability or invalidity shall not affect the remaining provisions of this Lease and such provisions shall be severable from the remainder of this Lease.

9.12 Acceptance by Tenant

The Tenant does hereby accept this Lease of the Lands and Premises, to be held by it as tenant, and subject to the conditions, restrictions and covenants above set forth.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Lease as of the day and year first above written in the City of Whitehorse, in the Yukon Territory.

c/s

) THE CORPORATE SEAL OF
) **The City of Whitehorse**
) was hereunto affixed
) in the presence of:
)
)
) _____
) Mayor
)
)
) _____
) City Clerk
)
)
)
) **The Guild Hall Society**
) was hereunto affixed
) in the presence of:
)
)
) _____
) Fiona Solon, President
)
)
)
) _____
) Tina Woodland, Treasurer
)
)
)

Witness

(Print Name of Witness)

Witness

(Print Name of Witness)

Affidavit of Witness

CANADA) I, _____,
) *(print name of witness)*
) of the City of Whitehorse,
 YUKON TERRITORY) in the Yukon Territory,
)
 TO WIT:) MAKE OATH AND SAY AS FOLLOWS:

- 1) I was personally present and did see **Fiona Solon, and Tina Woodland**, named in the within instrument, who identified themselves to me to be the persons named therein, duly sign and execute the same as the authorized signatories for **The Guild Hall Society** for the purpose therein named;
- 2) The said instrument was executed at the City of Whitehorse, in the Yukon Territory, and that I am the subscribing witness thereto;
- 3) The said parties are in my belief of the full age of nineteen years.

SWORN BEFORE ME)
 at the City of Whitehorse,)
 in the Yukon Territory,)
 this ____ day of _____, 2014.)

 A Notary Public in and for)
 the Yukon Territory)
)
 _____)
 Print Name of Notary Public)

 Witness Signature)
 _____)
 (Print Name of Witness)

**CORPORATE SIGNING AUTHORITY
AFFIDAVIT**

CANADA) We, **Dan Curtis and Norma Felker,**
)
YUKON TERRITORY) of the City of Whitehorse, in the Yukon Territory,
)
TO WIT:) SEVERALLY MAKE OATH AND SAY AS FOLLOWS:

- 1) We are the **Mayor and Assistant City Clerk** respectively of **The City of Whitehorse** (the "Corporation").
- 2) We are the persons who subscribed our names and affixed the corporate seal of the Corporation to the attached instrument.
- 3) We are authorized by the Corporation to subscribe our names and affix the corporate seal to the attached instrument.
- 4) The Corporation exists as of the date hereof.

Severally Sworn before me at the)
City of Whitehorse, in the)
Yukon Territory, this _____ day)
of _____, 2014.)
) _____
) **Dan Curtis, Mayor**
)
)
)
_____) _____
A Notary Public in and for) **Norma Felker, Assistant City Clerk**
the Yukon Territory)
)
)
_____) _____
Print Name of Notary Public)

SCHEDULE "A"

The Guild Hall Society

CITY OF WHITEHORSE

BYLAW 2014-20

A bylaw to authorize the sale of land in the Ear Lake quarry area.

WHEREAS section 265 of the *Municipal Act* (R.S.Y. 2002) provides that Council may by bylaw authorize the sale of real property; and

WHEREAS it is deemed desirable that a parcel of land, within the Ear Lake quarry area in the vicinity of the intersection of Robert Service Way and the Alaska Highway, to be sold to Skookum Asphalt LTD.;

NOW THEREFORE the Council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. The City of Whitehorse is hereby authorized to transfer title to land described as a portion of Lot 1153, Quad 105D/11, Plan 2001-0098 LTO, comprising 16.91 hectares, more or less, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw. The said lands will be sold to Skookum Asphalt LTD. for the sum of one million two hundred fifty three thousand, four hundred dollars (\$1,253,400.00).
2. The Mayor and Clerk are hereby authorized to execute on behalf of the City of Whitehorse the "Land Sale Agreement" attached hereto as Appendix "B" and forming part of this bylaw, and all documentation required for the completion of the transfer of ownership of the said lands in an expeditious manner.
3. This bylaw shall come into full force and effect on the final passing thereof.

FIRST AND SECOND READING:

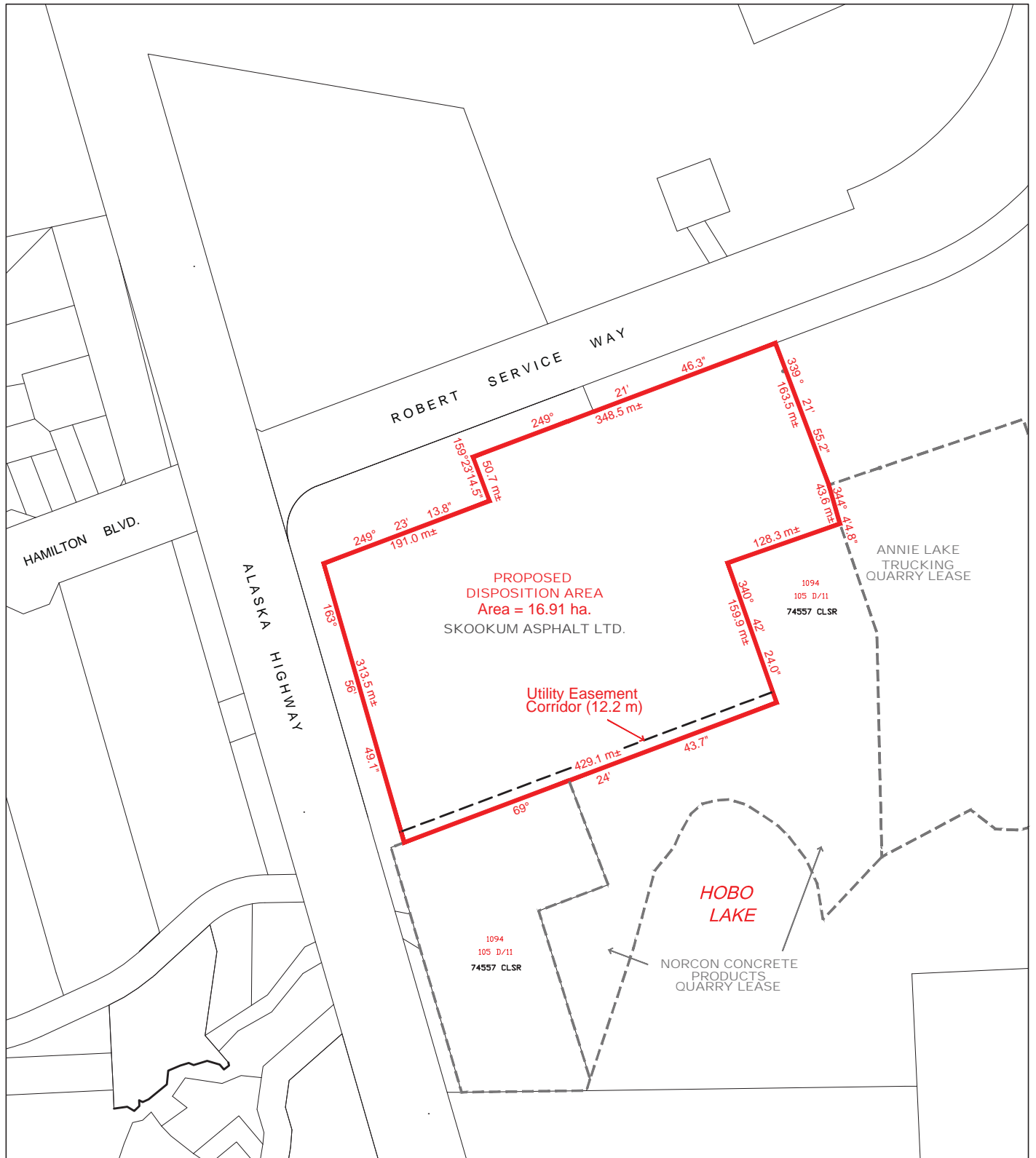
THIRD READING AND ADOPTION:

Mayor

City Clerk




CITY OF WHITEHORSE
 BYLAW 2014-20
 APPENDIX 'A'



Bylaw 2014-20
 Land Disposition Bylaw to authorize the transfer of a 16.91 hectare
 portion of Lot 1153, Quad 105D/11, Plan 2001-0098 LTO.

LEGEND

 SUBJECT AREA

LAND SALE AGREEMENT

AGREEMENT dated this _____ day of _____, 2014.

BETWEEN:

THE CITY OF WHITEHORSE

(the “Vendor”)

- and -

SKOOKUM ASPHALT LTD.

(the “Purchaser”)

WHEREAS:

A. The Vendor is the owner of property legally described as:

Lot 1153, Quad 105 D/11, Porter Creek, Whitehorse, Yukon Territory, Plan 2001-0098 LTO .

(the “Property”)

B. The Vendor has agreed to sell and the Purchaser has agreed to purchase a 16.91 ha portion more or less of the Property, as approximately shown outlined in red on Appendix ‘A’ attached hereto

(the "Portion of the Property").

IN CONSIDERATION OF the premises, and the covenants, and agreements hereinafter set forth, the parties hereto agree as follows:

1. **SALE AND PURCHASE**

1.1 The Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the Portion of the Property on an “as is, where is” basis for the price and on the terms and conditions herein contained.

2. **PURCHASE PRICE**

2.1 The purchase price for the Portion of the Property shall be for the sum of **One Million, Two Hundred Fifty Three Thousand, Four Hundred Dollars (\$1,253,400.00) plus Goods and Services Tax**, payable on the following terms, namely cash on closing (the “Balance Due on Closing”). The Balance Due on Closing shall be paid on the Closing Date in the form of a certified cheque, bank draft or solicitor's trust cheque.

3. COMPLETION AND TERMINATION

3.1 The sale shall be completed by December 1, 2014 or such other date as may be agreed to in writing by the Vendor and the Purchaser (the "Closing Date"). In the event that the transaction is not closed on or before December 1, 2014, this Agreement shall terminate and be null and void.

4. POSSESSION

4.1 The Purchaser is to have vacant possession of the Property at 2:00 p.m. on the Closing Date except for any improvements or personal property belonging to the Purchaser that may be located within the Portion of the Property.

5. ADJUSTMENTS

5.1 There shall be no adjustments with respect to rents, taxes, insurance and all other items normally adjusted between a vendor and a purchaser on the sale of land in the Yukon Territory. The Purchaser shall be responsible for taxes and insurance from and after the Closing Date.

6. COSTS

6.1 Each party shall pay their own legal fees. The Purchaser shall pay all fees in connection with the registration of the Transfer of Land and any mortgages. The Vendor shall pay all survey costs required to register the plan of subdivision for the Portion of the Property at the Yukon Land Titles Office.

6.2 Until the Closing Date, the Purchaser shall be responsible for the payment of all costs and financial obligations required pursuant to the Quarry Lease between the Vendor and the Purchaser dated November 4, 2008 (the "Quarry Lease").

6.3 It is agreed that the rehabilitation fund currently being held by the Vendor pursuant to the Quarry Lease will be returned to the Purchaser upon completion of this transaction on the Closing Date.

7. CONDITIONS PRECEDENT:

7.1 The Vendor's obligation to complete the sale of the Portion of the Property is subject to the following conditions precedent:

- (a) City Council agreeing to proceed with the sale of the Portion of the Property by a land disposition bylaw;
- (b) subdivision approval being issued by the City of Whitehorse with respect to the Portion of the Property;
- (c) the survey of the Portion of the Property being completed by the Vendor pursuant to the Subdivision Approval referred to in Section 7.1 (b) hereof and the plan of subdivision being registered at the Land Titles Office; and

- (d) the Purchaser shall take title to the Portion of the Property and the transfer from the Vendor to the Purchaser shall be submitted for registration at the Land Titles Office prior to the Closing Date.

7.2 The Purchaser acknowledges and agrees that the Vendor is under no obligation to fulfil the conditions precedent set out in paragraph 7.1 (a), and (b) hereof and City Council may exercise their discretion and refuse to pass the land disposition bylaw and the City subdivision approving authority may refuse to issue subdivision approval.

8. NO ENCUMBRANCES

8.1 The Portion of the Property shall be transferred by the Vendor free and clear of all encumbrances except restrictive covenants, reservations and exceptions in the original grant from the Crown and easements in favour of utilities and public authorities.

8.2 The Purchaser acknowledges that the Portion of the Property will be subject to an Easement Agreement to be registered in favour of The Yukon Electrical Company Limited prior to the Closing Date for an approximate 12.2 metre wide utility easement corridor as shown on Appendix 'A'.

9. RISK

9.1 The Portion of the Property will be and remain at the risk of the Vendor until 12:01 a.m. on the Closing Date subject to the terms, conditions and obligations of the Purchaser pursuant to the Quarry Lease between the Vendor and the Purchaser dated November 4, 2008. After that time, the Property will be solely at the risk of the Purchaser.

9.2 Notwithstanding Section 9.1, any improvements or personal property belonging to the Purchaser that may be located within the Portion of the Property shall be and remain at the risk of the Purchaser.

10. GOVERNING LAW

10.1 This Agreement shall be governed by and construed in accordance with the laws of the Yukon Territory in which the Property is located.

11. CLOSING

11.1 Closing of the purchase and sale shall proceed to completion on the basis of reasonable undertakings settled between the solicitors for the Vendor and the Purchaser. Failing such agreement, tender of documents or money in the form of a certified cheque, bank draft or solicitor's trust cheque may be made at the Land Titles Office for the Yukon Land Registration District on the Closing Date at the hour of 10 o'clock in the forenoon.

12. TIME OF THE ESSENCE

12.1 Time shall be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Closing Date the Vendor may at the Vendor's option cancel this agreement, and in such event the amount paid by the Purchaser shall be absolutely forfeited to the Vendor on account of damages, without prejudice to the Vendor's other remedies.

13. REPRESENTATIONS

13.1 There are no representations, warranties, guarantees, promises or agreements other than those set out above, all of which will survive the completion of the sale.

14. RESIDENT OF CANADA

14.1 The Vendor warrants and represents that it is a resident of Canada for the purposes of the *Income Tax Act* (Canada)

15. COUNTERPART AND FAX

15.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document. Delivery of a faxed or electronic copy of the Agreement shall be deemed to constitute sufficient delivery thereof.

16. ASSIGNMENT

16.1 This Agreement is not assignable by the Purchaser.

17. NUMBER AND GENDER

17.1 Wherever the singular or the masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties so require.

18. FURTHER ASSURANCES.

18.1 The parties hereto shall execute such further documents and do such other things as may be necessary or desirable to give effect to the intent of this Agreement.

19. ENTIRE AGREEMENT.

19.1 The provisions herein constitute the entire agreement between the parties and there are no representations or warranties, express or implied, statutory or otherwise and no agreements collateral hereto other than as expressly set forth or referred to herein.

20. AMENDMENTS.

20.1 No modification, variation or amendment of any provision of this Agreement shall be made except by a written agreement and no waiver of any provision hereof shall be effective unless in writing.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the day and year first written above.

THE CITY OF WHITEHORSE

Per:

Mayor

(SEAL)

Assistant City Clerk

SKOOKUM ASPHALT LTD.

Per:

Authorized Signatory

(SEAL)

(Name of Authorized Signatory)

Authorized Signatory

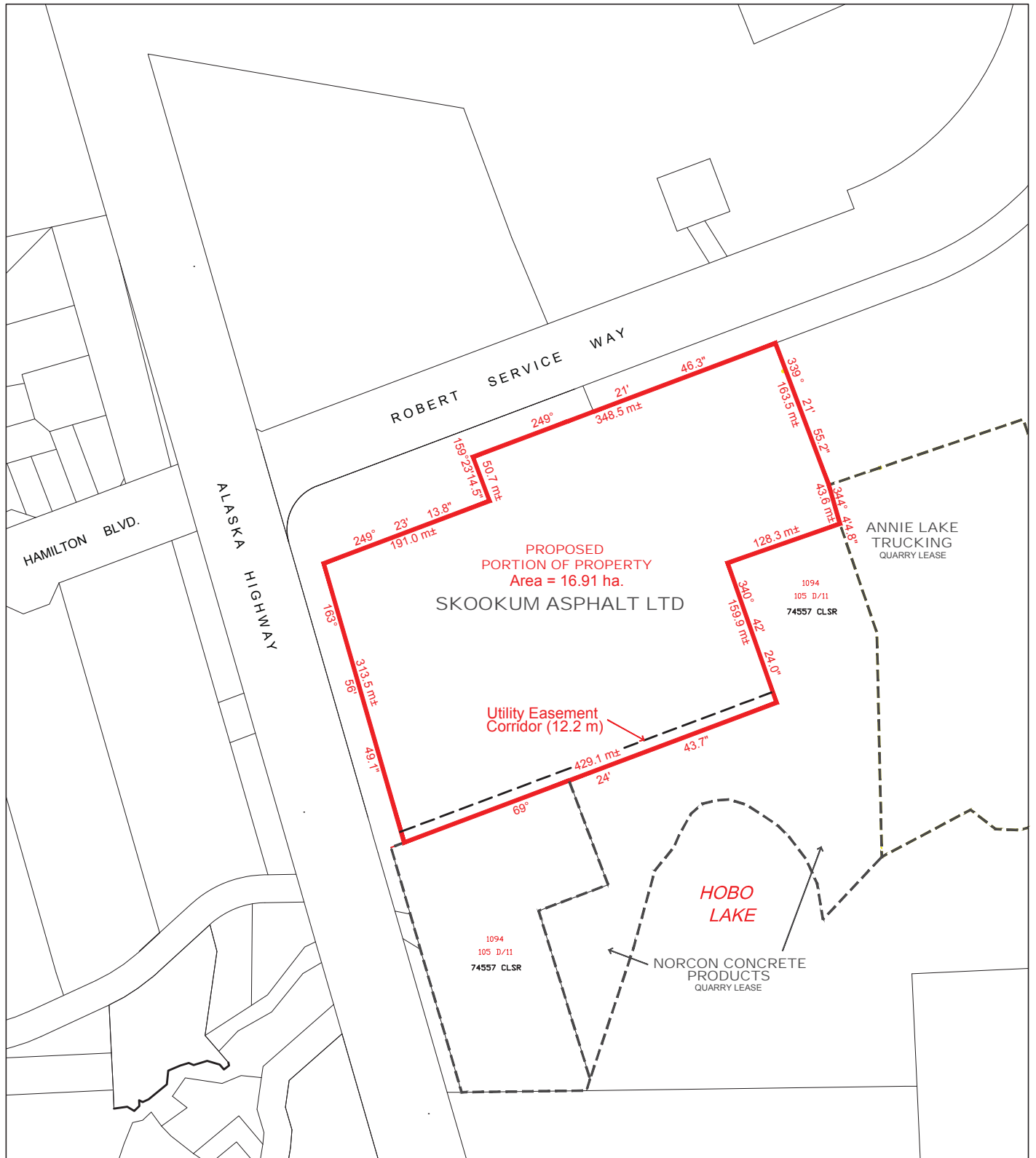
Witness (if no corporate seal)

(Name of Authorized Signatory)

(Name of Witness)




CITY OF WHITEHORSE
BYLAW 2014-20
APPENDIX 'A'



Bylaw 2014-20
Land Disposition Bylaw to authorize the transfer of a 16.91 hectare
Portion of Lot 1153, Quad 105D/11, Plan 2001-0098 LTO.

LEGEND

 SUBJECT AREA

CITY OF WHITEHORSE

BYLAW 2014-21

A bylaw to authorize a Lease Amending Agreement.

WHEREAS Section 265 of the *Municipal Act (2002)* provides that Council may pass bylaws for municipal purposes respecting the municipality's leasing of any real or personal property; and

WHEREAS it is deemed necessary to amend the Lease Agreement with Tennis Yukon to modify the Lease Area boundary from 2,815 square metres to 2,954 square metres; and

WHEREAS both parties have agreed to amend the Lease Agreement.

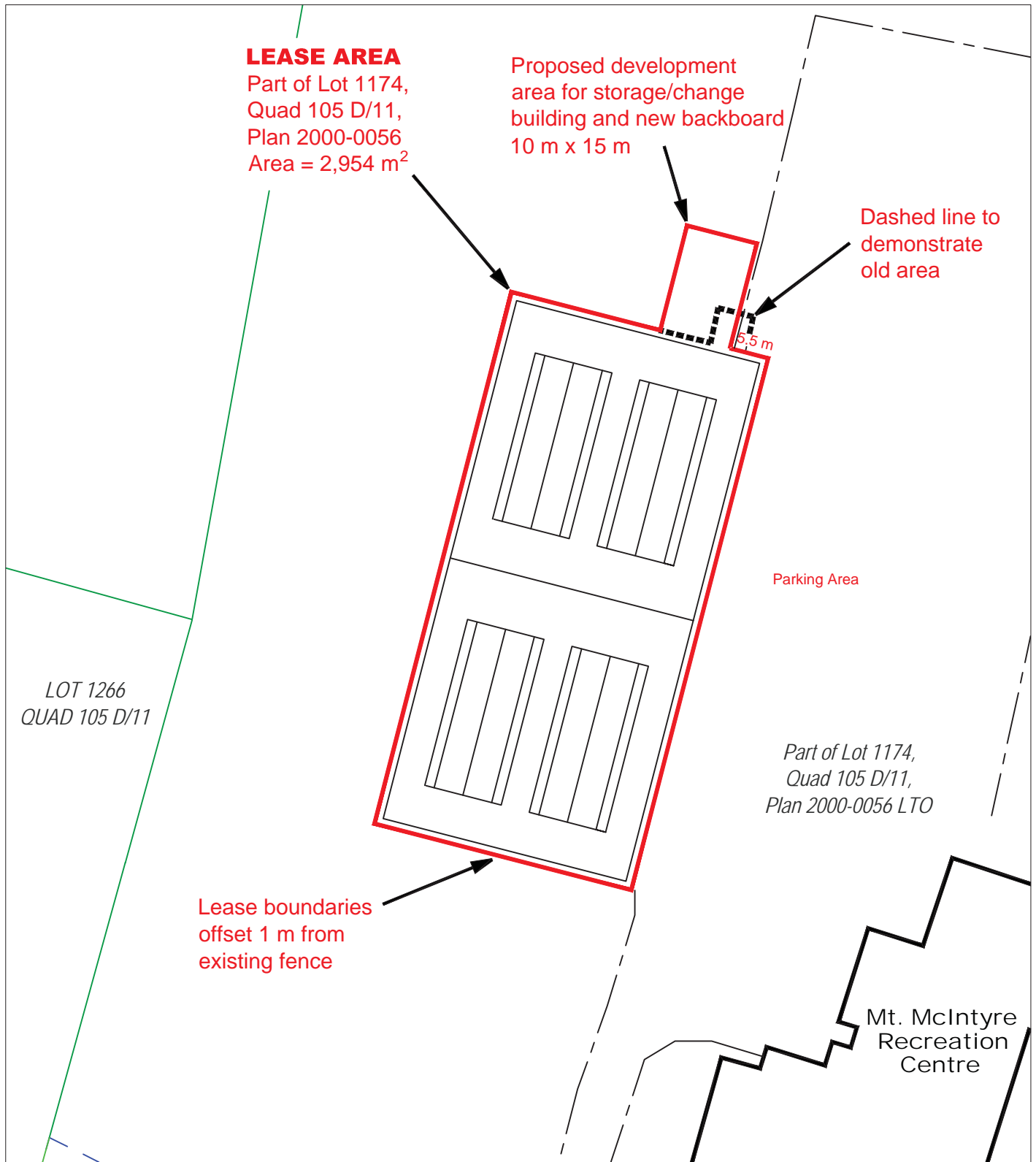
NOW THEREFORE the Council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. THAT Paragraph 1.1(a) of the Lease, being the description of the lease area of the Lease, is hereby deleted and replaced with a new description of the lease area of the Lease.
2. THAT Appendix 'A' of the Lease be deleted and replaced with Appendix 'A' attached hereto.
3. The Mayor and Clerk are hereby authorized to execute on behalf of the City of Whitehorse the Lease Amending Agreement attached hereto as Appendix "B" and forming part of this bylaw.
4. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING:
THIRD READING and ADOPTION:

Mayor


City Clerk



BYLAW 2014-21:

A bylaw to amend the lease agreement between the City of Whitehorse and Tennis Yukon Association for a portion of Lot 1174, Quad 105 D/11, Plan 2000-0056 LTO, City of Whitehorse, comprising approximately 2,954 m² in area.

LEGEND

 SUBJECT AREA

THIS LEASE AMENDING AGREEMENT, made as of the _____ day of _____, 2014.

BETWEEN:

The City of Whitehorse, a municipality duly incorporated pursuant to the provisions of the *Municipal Act*

(the "Landlord").

AND:

Tennis Yukon Association, a society duly incorporated pursuant to the provisions of the *Societies Act*

(the "Tenant").

WHEREAS:

- A. By a Lease Agreement effective as of July 1, 2011 and dated July 27, 2011 (the "Lease"), the Landlord leased to the Tenant a parcel of land, for the purposes of a Tennis Sports and Recreation Facility, for a term of 10 years, commencing on the 1st day of July 1, 2011 to and including the 30th day of June, 2021.
- B. The Landlord and Tenant wish to amend the terms of the Lease to revise the lease area to provide additional leased lands to allow for the development of a proposed backboard practice area.
- C. The parties intend to vary the provisions of the Lease in the manner set out below.

NOW THEREFORE:

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the Landlord and the Tenant hereto agree to amend the Lease as of the date of this Agreement as follows:

- 1. Paragraph 1.1(a) of the Lease, being the description of the leased area of the Lease, is hereby deleted and replaced with the following:

"That portion of Lot 1174, Plan 83441 CLSR, 2000-0056 LTO, City of Whitehorse, Yukon Territory;

shown outlined in red on the sketch attached hereto as Appendix "A", comprising approximately 2,954 square metres in area

(the "Lands").
- 2. Appendix "A" attached to and forming part of the Lease, is hereby deleted and replaced with Appendix "A" attached hereto.
- 3. The Lease as varied, including all other terms and conditions of the Lease, shall remain in full force and effect for the remainder of the term contained therein.

IN WITNESS WHEREOF the parties have hereunto executed this Lease Amending Agreement as of the day and year first written above.

c/s

) THE CORPORATE SEAL OF
) **The City of Whitehorse**
) was hereunto affixed
) in the presence of:
)
)
) _____
) **Dan Curtis, Mayor**
)
)
)
) _____
) **Norma Felker, Assistant City Clerk**

) **Tennis Yukon Association**
)
) Per:
)
)
)
) _____
) **Stacy Lewis, President**

Witness

**CORPORATE SIGNING AUTHORITY
AFFIDAVIT**

CANADA)	We, Dan Curtis and Norma Felker,
)	
YUKON TERRITORY)	of the City of Whitehorse, in the Yukon Territory,
)	
TO WIT:)	SEVERALLY MAKE OATH AND SAY AS FOLLOWS:

- 1) We are the **Mayor** and **Assistant City Clerk** respectively of **The City of Whitehorse** (the “Corporation”).
- 2) We are the persons who subscribed our names and affixed the corporate seal of the Corporation to the attached instrument.
- 3) We are authorized by the Corporation to subscribe our names and affix the corporate seal to the attached instrument.
- 4) The Corporation exists as of the date hereof.

Severally Sworn before me at the)	
City of Whitehorse, in the)	
Yukon Territory, this _____ day)	
of _____, 2014.)	
)	_____
)	Dan Curtis, Mayor
)	
)	
_____)	_____
A Notary Public in and for)	Norma Felker, Assistant City Clerk
the Yukon Territory)	
)	
_____)	
Print Notary Public Name)	

AFFIDAVIT OF WITNESS
(if no corporate seal)

CANADA) I, _____,
) (print name of witness)
) of the City of Whitehorse,
YUKON TERRITORY) in the Yukon Territory,
)
TO WIT:) MAKE OATH AND SAY AS FOLLOWS:

- 1) I was personally present and did see **Stacy Lewis** named in the within instrument, who identified herself to me to be the person named therein, duly sign and execute the same as the President of Tennis Yukon Association for the purpose therein named;
- 2) The said instrument was executed at the City of Whitehorse, in the Yukon Territory, and that I am the subscribing witness thereto;
- 3) The said party is in my belief of the full age of nineteen years.

Sworn before me at the)
City of Whitehorse, in the)
Yukon Territory, this _____ day)
of _____, 2014.)

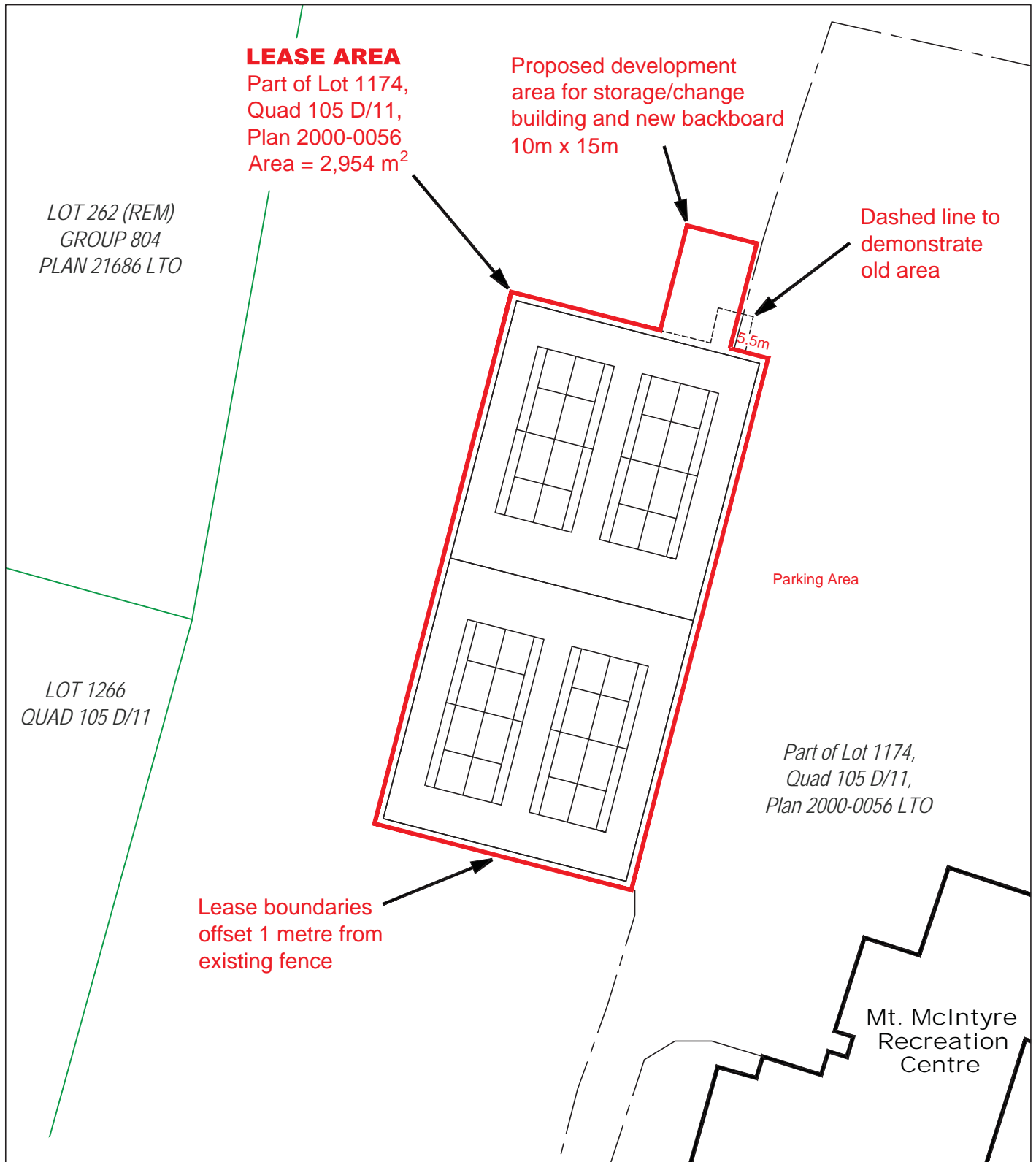
A Notary Public in and for
the Yukon Territory

Print Notary Public Name

Witness




CITY OF WHITEHORSE
BYLAW 2014-21
APPENDIX 'A'



BYLAW 2014-21:

A bylaw to amend the lease agreement between the City of Whitehorse and Tennis Yukon Association for a portion of Lot 1174, Quad 105 D/11, Plan 2000-0056 LTO, City of Whitehorse, comprising approximately 2,954 square metres in area.

LEGEND

 SUBJECT AREA

CITY OF WHITEHORSE

BYLAW 2014-22

A bylaw to amend Fees and Charges Bylaw 98-12

WHEREAS all municipal fees and charges levied by the City of Whitehorse are consolidated in one bylaw; and

WHEREAS section 220 of the *Municipal Act* (R.S.Y. 2002) provides that council may by bylaw amend or vary bylaws; and

WHEREAS it is deemed desirable that the Fees and Charges Bylaw be amended to implement new fees for the bulk sale of cured compost;

NOW THEREFORE the council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. The fee schedule attached to and forming part of Fees and Charges Bylaw 98-12 is hereby amended by repealing existing Schedule 9 and substituting therefore a new Schedule 9, attached hereto as Appendix "A" and forming part of this bylaw.
2. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Mayor

City Clerk

CITY OF WHITEHORSE

BYLAW 2014-22

Explanatory Notes:

The attached bylaw amends the Fees and Charges Bylaw to reflect changes required to be implemented as of the first of June, 2014 in order to maximize potential benefits this summer. The changes include the introduction of two new fees and the elimination of one fee.

In an effort to overcome the difficulty of selling the growing output of bulk compost, administration has introduced two new fees for the bulk sale of cured compost at a reduced price and eliminated the old non-metric fee. The new fees will enable larger volume purchasers to acquire more compost for a better price.

		Bylaw 2014-22	
		Approved Fee	Date Fee Effective
	FEE DESCRIPTION		Units
Waste	Eligible premises	10.30	Unit/month
Waste	Eligible premises - 2 Carts at \$10.30 + \$2.00 admin fee	22.60	Unit/month
Waste	Industrial, Commercial & Institutional (ICI) Customers - Collection	8.00	Per month
Waste	Industrial, Commercial & Institutional (ICI) Customers - Per Cart	4.00	Per month
Waste	Sorted compostable waste; loose or in approved compostable bags	26.00	Tonne
Waste	Organic material - small load	5.00	Per load
Waste	Organic material - bagged in compostable bags - 8-20kg	3.00	Per load
Waste	Recyclable Waste	0.00	No charge
Waste	animal carcasses-small	7.00	Each
Waste	animal carcasses-large	15.00	Each
Waste	Asbestos - in addition to C&D tipping fee	160.00	Per load
Waste	minimum charge - to be weighed	35.00	Each
Waste	Bulky items ie. Couch, recliners etc.	10.00	Each
Waste	Bedsprings, mattresses	15.00	Each
Waste	C&D and wood - small load	23.50	Each
Waste	C&D Sorted large load - to be weighed	87.00	Tonne
Waste	Clean fill	0.00	Each
Waste	Designated municipal historic resource	0.00	Each
Waste	Large metal recovery (small load)	23.90	Each
Waste	Large metal recovery (weighed)	70.55	Tonne
Waste	Re-useable items	charged per item as per relevant category	
Waste	White goods	15.00	Each
Waste	White goods (containing refrigerant)	40.00	Each
Waste	Residual waste-up to 8 bags	5.00	1 to 8 bags
Waste	Small load (Max 2mX2.5mX.3m or 6'X8'X2')	10.00	Each
Waste	Medium load (Max 2mX2.5mX1.2m or 6'X8'X4')	20.00	Each
Waste	Sorted large load - to be weighed	87.00	Tonne
Waste	Sorted waste from outside city boundaries	145.00	Tonne
Waste	Volume equivalent for properly sorted residual or C&D waste	15.00	Cubic metre
Waste	C&D unsorted large load - to be weighed	250.00	Tonne
Waste	Soil mixed with other controlled waste	250.00	Tonne

		FEE DESCRIPTION		Bylaw 2014-22		
				Approved Fee	Date Fee Effective	Units
Waste	Mixed Waste		Un-sorted large load - to be weighed	250.00	23-Feb-09	Tonne
Waste	Mixed waste		Un-sorted waste from outside city boundaries	250.00	1-Jan-10	Tonne
Waste	Mixed waste		volume equivalent for contaminated residual or C&D waste	30.00	1-May-13	Cubic metre
Waste	Banned Landfill Waste		E-Waste - Audio - Small	5.00	1-Jan-12	Each
Waste	Banned Landfill Waste		E-Waste - Audio - Large	10.00	1-Jan-12	Each
Waste	Banned Landfill Waste		E-Waste - Computer - Small	10.00	1-Jan-12	Each
Waste	Banned Landfill Waste		E-Waste - Computer - Large	15.00	1-Jan-12	Each
Waste	Banned Landfill Waste		E-Waste - Monitors - Small Flat	15.00	1-Jan-12	Each
Waste	Banned Landfill Waste		E-Waste - Monitors - Large Flat	30.00	1-Jan-12	Each
Waste	Banned Landfill Waste		E-Waste - Monitors - Small CRT	20.00	1-Jan-12	Each
Waste	Banned Landfill Waste		E-Waste - Monitors - Large CRT	40.00	1-Jan-12	Each
Waste	Banned Landfill Waste		E-Waste - Handheld	1.00	1-Jan-12	Each
Waste	Banned Landfill Waste		E-Waste - Copy Equipment - Small	10.00	1-Jan-12	Each
Waste	Banned Landfill Waste		E-Waste - Copy Equipment - Large	40.00	1-Jan-12	Each
Waste	Banned Landfill Waste		Tires with an inner diameter greater than 62 cm (24.5 inches)	40.00	1-May-13	Each
Waste	Other		clean-up of waste not disposed of properly or spilled on street or lane	actual	22-Jun-98	Each
Waste	Other		Load inspection fee	100.00	1-Jan-10	Per inspection
Waste	Other		removal of condemned waste receptacle	actual	28-Jun-99	Each
Waste	Other		removal of waste receptacle on street other than collection day	actual	28-Jun-99	Each
Waste	Other		testing weigh scale for accuracy	actual	28-Jun-99	Each
Waste	Other		Uncovered Load	250.00	23-Feb-09	Each
Waste	Permit		Permit to Collect Waste	0.00	30-May-12	Each
Waste	Permit		Permit to Dispose Waste	0.00	30-May-12	Each
Waste	Permit		Permit to Transport Waste	0.00	30-May-12	Each
Waste	Permit		Scavenger Permit	100.00	23-Feb-09	Each
Waste	Compost Sale		1-9 cubic metres bulk compost	45.00	1-Jun-14	cubic metre
Waste	Compost Sale		10 + cubic metres bulk compost	25.00	1-Jun-14	cubic metre

CITY OF WHITEHORSE

BYLAW 2014-23

A bylaw to adopt collective agreements with respect to city employees

WHEREAS section 188 of the *Municipal Act* (R. S. Y. 2002) provides that council shall by bylaw establish the terms and conditions of employment of the chief administrative officer, designated municipal officers, and other officers and employees, including remuneration, benefits, expenses, hours of work, and manner of appointment, promotion, discipline, dismissal and rules of conflict of interest; and

WHEREAS the remuneration, hours of work, and conditions of employment of certain employees are included in separate bylaws or collective agreements entered into by the City; and

WHEREAS a Memorandum of Settlement with Public Service Alliance of Canada Locals Y022 and Y023 was ratified by City Council on April 31, 2014;

NOW THEREFORE, the Council of the Municipality of the City of Whitehorse in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. This bylaw may be cited as the *P.S.A.C. Collective Agreement Adopting Bylaw.*
2. The Collective Bargaining Agreement with Public Service Alliance of Canada Local Y022 for the period September 1, 2013 to August 31, 2017 is hereby adopted by this bylaw. The said agreement is identified as Appendix "A" and forms part of this bylaw.
3. The Collective Bargaining Agreement with Public Service Alliance of Canada Local Y023 for the period September 1, 2013 to August 31, 2017 is hereby adopted by this bylaw. The said agreement is identified as Appendix "B" and forms part of this bylaw.
4. This bylaw shall be deemed to have been in full force and effect on and from the 1st day of September 2013.

FIRST and SECOND READING:
THIRD READING and ADOPTION:

Mayor

City Clerk

AGREEMENT BETWEEN

THE CITY OF WHITEHORSE

AND

PUBLIC SERVICE ALLIANCE OF CANADA

YUKON EMPLOYEES UNION

LOCAL Y022, TRANSIT

COLLECTIVE AGREEMENT

FOR THE PERIOD

September 1, 2013 to August 31, 2017

Highlighted sections indicate new or amended clauses

Collective Agreement – Transit

ARTICLE 1 PURPOSE	1
ARTICLE 2 DEFINITIONS	1
Interpretations	1
Employee Status	2
Employee Hours	3
ARTICLE 3 UNION RECOGNITION.....	3
ARTICLE 4 UNION MEMBERSHIP.....	3
ARTICLE 5 DUES CHECK-OFF	3
ARTICLE 6 MANAGEMENT RIGHTS.....	4
ARTICLE 7 HOURS OF WORK AND OVERTIME	4
Hours of Work	4
Overtime	6
Planning and Scheduling Committee	7
ARTICLE 8 SALARIES, WAGES AND CLASSIFICATIONS	7
Hiring Salary	7
Promotion	8
Position Reclassification	8
Increment Date	9
Existing Classifications	9
New Classifications	9
ARTICLE 9 LEAVE	9
General Holidays	9
Annual Vacations	10
Continuous Service Date	12
Jury Duty	12
Bereavement Leave	12
Maternity/Adoption Leave	13
Parental Leave	14
Marriage	14
Birth/Adoption	15
Leave of Absence	15
Compassionate Care Leave	15
Leave of Absence for Elected Union President	15
Unspecified Leave	16
ARTICLE 10 YUKON BONUS.....	16
ARTICLE 11 MEDICAL	17
Weekly Wage Indemnity	17
Illness	18
Non-Occupational Illness or Accident	18
Medical, Dental, and Optical Appointments and to Attend Funerals	18
Extended Health Care	20

Collective Agreement – Transit

Vision Care	20
Injury on Duty Leave	20
ARTICLE 12 REGISTERED RETIREMENT SAVINGS PLAN.....	21
ARTICLE 13 SHOP STEWARD	21
ARTICLE 14 GENERAL PROVISIONS	22
Safety Boot Allowance	23
ARTICLE 15 SENIORITY/RECALL.....	24
ARTICLE 17 JOB POSTING, BIDS, OR EXTRA WORK	26
Job Posting	26
Bids	26
Extra Work	26
ARTICLE 18 SAFETY PROVISIONS.....	27
ARTICLE 19 UNIFORMS	28
ARTICLE 20 GRIEVANCE PROCEDURE	29
ARTICLE 21 LONG SERVICE BONUS	30
ARTICLE 22 SEVERANCE	30
ARTICLE 23 HARASSMENT	31
ARTICLE 24 DISCIPLINE.....	31
ARTICLE 25 BULLETIN BOARD	32
ARTICLE 26 JOINT CONSULTATION	32
ARTICLE 27 STRIKES, LOCKOUTS, AND PICKET LINES.....	32
ARTICLE 28 HIRING PROCESS	33
ARTICLE 29 TECHNOLOGICAL CHANGE.....	33
ARTICLE 30 DISCRIMINATION	33
ARTICLE 31 SHIFT DIFFERENTIAL.....	34
ARTICLE 32 SAVINGS CLAUSE.....	34
ARTICLE 33 DURATION.....	34
SUMMARY OF MONETARY INCREASES.....	36
SCHEDULE A – PAY SCALES	37
Pay Schedules - Permanent Employees Only	38
Pay Schedules – Casual Employees Only	39
Pay Schedules – Driver Trainee Only	40
LETTER OF UNDERSTANDING #1	1
LETTER OF UNDERSTANDING #2.....	2
LETTER OF UNDERSTANDING #3	3
LETTER OF UNDERSTANDING #4	4

Collective Agreement – Transit

THIS AGREEMENT entered into this 31st day of March, 2014.

BETWEEN:

THE CITY OF WHITEHORSE

2121 Second Avenue, Whitehorse, Yukon Territory Y1A 1C2

("the employer")

PARTY OF THE FIRST PART

AND:

PUBLIC SERVICE ALLIANCE OF CANADA

YUKON EMPLOYEES UNION LOCAL Y022

100 – 2285 Second Avenue, Whitehorse, Yukon Territory, Y1A 1C9

("the union")

PARTY OF THE SECOND PART

THE PARTIES HERETO agree as follows:

ARTICLE 1 PURPOSE

1.01 It is the purpose of this agreement to promote and maintain harmonious relations between the employer and employees; to provide an amicable method of settling grievances or differences which may possibly arise, and to set forth rates of pay, hours of work and other conditions of employment.

ARTICLE 2 DEFINITIONS

Interpretations

2.01 For the purposes of this Agreement:

"Employee" means a member of the bargaining unit.

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

"Job" means all those tasks to be performed by an employee as described in a position description.

"Layoff" means the discontinuation or reduction in hours of a position(s) due to lack of work or inadequate funding

"Light housekeeping" means sweeping the floor of the bus, removing loose debris and emptying the garbage.

"May" shall be regarded as permissive, "shall" as imperative.

Collective Agreement – Transit

“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.

“Position” means the job held by an employee.

“Route” means one of the geographic areas of the City of Whitehorse covered by the public schedule.

“Shift” means the period of scheduled work during the A.M. or P.M. workday.

“Spouse” means a lawful husband or wife; a common-law spouse relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be her spouse, and lives and intends to continue to live with that person as if that person were her spouse.

“Work Schedule” means the weekly schedule of shifts that are offered to employees.

Wherever the female gender is specified it shall be interpreted as including both male and female employees as applicable.

Employee Status

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

Collective Agreement – Transit

Employee Hours

- 2.06 “Full-time” means an employee other than a driver who is required to work the standard hours of work for her classification, or a driver who occupies a 5-day scheduled shift. In the event that a Spare Driver successfully bids into a 5 day shift, the employer will make every reasonable effort to replace them on Saturdays, if so requested by the Spare Driver.
- 2.07 “Part-time” (non-driver) means an employee who works fewer hours than the standard weekly hours for a full-time Transit employee in the same classification and receives benefits on a pro-rated basis of the full-time hours.

ARTICLE 3 UNION RECOGNITION

- 3.01 The employer recognizes the Public Service Alliance of Canada as the sole and exclusive bargaining agent for those City employees described in the Canada Industrial Relations Board (C.I.R.B.), formerly the Canada Labour Relations Board (CLRB); Certificate dated the 4th of June 1997.
- 3.02 This agreement shall be binding on the employer and the union and their respective successors, administrators, executors and assigns and on each employee.

ARTICLE 4 UNION MEMBERSHIP

- 4.01 Each employee covered by this agreement shall, as a condition of employment and/or continued employment, be and remain or become and remain a union member in good standing for the duration of this agreement or for the duration of her employment with the employer, whichever is shorter.

ARTICLE 5 DUES CHECK-OFF

- 5.01 The employer shall deduct an amount equal to the amount of the membership dues and union assessments from the bi-weekly pay of all members of the bargaining unit.
- 5.02 The union shall inform the employer in writing of the authorized bi-weekly deduction to be deducted off for each employee.
- 5.03 No trade union, as defined by the Canada Labour Code, other than the Alliance shall be permitted to have membership dues and/or other monies deducted by the employer from the pay of employees in the Bargaining Unit.
- 5.04 The amounts deducted in accordance with section 5.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on her behalf.
- 5.05 The employer agrees to make deductions for other purposes on the basis of production of appropriate documentation.
- 5.06 The employer agrees to include union dues deductions on the T-4 slip.

Collective Agreement – Transit

ARTICLE 6 MANAGEMENT RIGHTS

6.01 Subject to the terms of this agreement, the union recognizes the right of the employer to manage its affairs and operations, to maintain and promote efficiency, and to direct its working forces accordingly, including the right to hire, discipline, establish and enforce Administrative Directives, demote, layoff, transfer or terminate an employee and the right to assign work. The employer agrees that in so doing it will not act in a discriminatory manner (as defined in the *Yukon Human Rights Act*) or in an arbitrary manner.

ARTICLE 7 HOURS OF WORK AND OVERTIME

Hours of Work

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

Collective Agreement – Transit

minutes, the remainder of the break will be unpaid but in no event will the break be longer than 30 minutes unless otherwise agreed to by the Planning and Scheduling Committee. Driving time without a break for this clause will not exceed three hours.

- 7.08 Drivers shall provide light housekeeping duties and maintain care and control of their bus during their shift. Where required, breaks shall be used to maintain the schedule.
- 7.09 Notwithstanding sections 7.05 to 7.08 inclusive, a driver working a shift of four hours or less shall receive a paid rest break of 30 minutes. If the schedule requires the break to be longer than 30 minutes, the remainder of the break will be unpaid, but at no time will the break be longer than 45 minutes, unless otherwise agreed to by the Planning and Scheduling Committee.
- 7.10 A Handy Bus driver working five hours or more shall be allotted a 30 minute paid break as near as possible to the mid-point of the shift. A Handy Bus driver working less than five hours shall be allotted one paid rest break of 15 minutes duration as near as possible to the mid-point of the shift.
- 7.11 All employees will be guaranteed a minimum of three hours per shift.
- 7.12 All employees who work extra work (non- bid) as per section 17.07 shall be paid a minimum of two hours pay at the prevailing rate.
- 7.13 The employer agrees to work closely with the Planning and Scheduling Committee on all matters related to driver work schedules.

When scheduling split shifts:

- (a) Split shifts will comprise a minimum of four (4) total hours and the total elapsed time shall not exceed twelve (12) hours.
 - (b) Any driver working a portion of the split shift which results in driving time in excess of three and one half (3 ½) hours shall receive one paid rest break of 15 minutes duration to be taken during the non-peak hours, unless specified by the employer.
 - (c) Portions of a split shift will not result in additional sign-in and sign-out periods as referenced in Article 7.20(d).
 - (d) Driving time between portions of the shift shall be incorporated into the driving schedule.
- 7.14 It is understood that in the rare occasion a break falls at the end of a shift, the fifteen minute sign-out period will take place immediately after the end of the last run of the shift. It is furthermore understood that the employee can 'clock out' at the end of the fifteen minute sign-out period and will be able to leave the workplace with the paid break to ensue. The break will be considered 'time worked'.

Collective Agreement – Transit

Overtime

- 7.15 (a) Subject to the operational requirements of the employer, the employer shall make every reasonable effort to allocate overtime work on the basis of seniority among readily available qualified employees. If an employee refuses overtime, the next person on the list will be offered the overtime work. A refusal will mean a forfeiture of overtime work. All drivers must notify the employer at the time of shift bid of their willingness to be on the overtime roster.
- (b) 7.15(a) above will not apply to a scheduled shift of up to 8.5 hours for the purpose of allocating overtime only.
- 7.16 Subject to the operational requirements of the employer, the employer shall make every reasonable effort to give employees who are required to work overtime reasonable advance notice of this requirement.
- 7.17 For all employees covered by this agreement, the following shall apply:
- (a) Employees who work in excess of 8 hours per day or 40 hours per week will be compensated at the time and one-half rate for all such hours. Hours worked up to and including 8 hours per day or 40 hours per week shall be compensated at straight time rate.
- (b) An employee required to perform work that is not contiguous with her weekly schedule of shifts shall be paid a minimum of two hours at the prevailing rate.
- (c) Employees shall be compensated for hours of overtime worked at the rate of:
- I. Double time after the first two hours outside of an 8 hour shift
 - II. Double time after 8 hours worked on an employee's first day of rest
 - III. Double time for all hours worked on an employee's second day of rest
- (d) Overtime hours earned by an employee may at the employee's option be accrued as compensatory leave at the applicable overtime rate. Employees may accrue a maximum of an equivalent of two standard workweeks in any calendar year in lieu of overtime that they have worked.
- (e) The employer will pay compensatory leave credits that remain unused at the end of the calendar year except that the employee shall be permitted to carry over the equivalent of one standard workweek into the following year. Carried over credits which remain unused at April 30 of the current year shall be paid by the employer.
- (f) Compensatory leave shall be approved for leave requests of a minimum of two hours, subject to the operating requirements of the Employer.
- 7.18 Employees may, for cause, refuse to work overtime at any time and shall not be subjected to termination for such refusal.

Collective Agreement – Transit

7.19 No employee shall be required to work on a regularly scheduled day of rest.

Planning and Scheduling Committee

7.20 The employer agrees to work closely with the Planning and Scheduling Committee on all matters related to driver work schedules. The Planning and Scheduling committee shall be comprised of three bargaining unit members and a maximum of three employer representatives. This committee will make recommendations on driver schedules and the direction of routes, but not the number of routes. The employer further agrees that modifications proposed by the Planning and Scheduling Committee will be reviewed and, provided such modifications do not adversely affect the efficiency, or the level of service, or increase the costs, will be implemented subject to the employer's right to set budget and levels of service for the public. The committee will be bound by the following guidelines:

- (a) Each scheduled Monday to Friday shift for a permanent full time driver will be a minimum of four hours.
- (b) Each permanent full time employee, unless otherwise specified, shall have two consecutive days of rest each seven day week.
- (c) The standard workweek for the permanent full-time service person shall be thirty-seven point five (37.5) hours per week.
- (d) All driver shifts are inclusive of sign-in and sign-out period of at least 15 minutes with pay. These times are to include travel to and from the starting point of the shift, pre and post inspections.
 - I. If it is alleged that the 15 minute period is insufficient on a regular basis, it shall be referred to the Planning and Scheduling Committee who shall conduct an evaluation to recommend the appropriate length of time.
- (e) Any special events or charters done shall be in compliance with the Collective Agreement.
- (f) Members of the Committee may periodically undertake duties and/or perform work as a means to investigate or resolve issues such as the timing of routes.
- (g) The standard workweek for a permanent full-time dispatcher shall be forty (40) hours per week.

ARTICLE 8 SALARIES, WAGES AND CLASSIFICATIONS

Hiring Salary

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

8.02 No employee shall receive less than the Step 1 rate for her particular classification.

Collective Agreement – Transit

- 8.03 The Employer may authorize an initial appointment at a step higher than Step 1 where it is warranted by recruiting exigencies or the candidate's particular qualifications.
- 8.04 The employer shall pay, on every second Wednesday, all wages earned up to and including the Wednesday of the week previous to the pay period, except that if a General Holiday falls on a regular payday, payment will be made the preceding day.
- 8.05 Notice of advice of payment of salaries and wages will be made during working hours.
- 8.06 In the event that an employee covered by this agreement is laid off, the employer shall pay such employee not later than the next regular working day after she ceases to be an employee of the employer, wages or salary and holiday pay earned by such employee, excluding authorized deductions.
- 8.07 The employer will provide a separate or detachable itemized statement with each pay showing the dates of the pay period covered, the number of hours at straight time rate and at overtime rate, the wage rate or salary, the total deductions from the amount earned, and the amount of accrued holiday pay to date.
- 8.08 All employees covered by this Agreement are required to complete time records as required by the employer.

Promotion

- 8.09 Upon promotion to a higher classified position, an employee shall be placed in the step in the new position which represents an increase of ten percent (10%) above her salary at the time of the promotion with the following exceptions:
- (a) Where a two (2) step increase would result in a salary greater than the new Step 4, in which case the employee shall be placed in Step 4.
 - (b) Where the employee was recruited within six (6) months of the promotion at a step other than Step 1 of the range, in which case the employee shall receive one (1) increment.

Position Reclassification

- 8.10 When a position class is reclassified to a higher salary range, all employees in that class shall be placed in a step which results in a **minimum of** five percent (5%) increase over the salary they were receiving at the time of the reclassification up to a maximum of Step 4. Where Step 1 of the new salary range is more than five percent (5%) above the employee's previous salary, the employee shall nevertheless be placed in Step 1 of the new range.
- 8.11 Where 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, she shall receive no further increases until such time as her salary is equal to the Step 4 level.

Collective Agreement – Transit

Increment Date

- 8.12 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.
- 8.13 The salary of each employee shall, subject to subsections (c) and Article 9.33, be increased annually on her increment date by one (1) step where her salary falls on step or by five percent (5%) where her salary falls between steps until she reaches the Step 4 level.
- 8.14 An increase provided for in subsection (b) 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 (6) months after the increment date upon which the increase was withheld.

Existing Classifications

- 8.15 All job classifications shall be dealt with in accordance with the Job Evaluation System policy.

New Classifications

- 8.16 In the event that the employer creates a new job classification that is not included in this agreement and which falls within the jurisdiction of the union, the union shall be notified of the position created and the classification established under the Job Evaluation System.

ARTICLE 9 LEAVE

General Holidays

- 9.01 The employer shall give to each employee a holiday with pay on each of the designated holidays. For each such holiday a permanent employee shall be paid not less than the equivalent of the wages she would have earned at her classified rate of pay, for her normal hours of work. An employee shall receive such holiday pay even if the holiday falls on a Saturday, Sunday, or on an employee's day of rest. The designated general holidays shall be:

New Year's Day	Discovery Day
Rendezvous Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day declared or proclaimed a holiday by the Canadian, Territorial or City of Whitehorse governments.

- 9.02 When a general holiday falls on a Saturday or on a Sunday or on an employee's day of rest, the next workday shall be observed as the holiday.

Collective Agreement – Transit

- 9.03 When a general holiday falls within an employee's scheduled vacation, the employee shall receive the pay of a normal shift or work day for the holiday, in addition to vacation pay, or another day off with pay, in conjunction with the vacation.
- 9.04 A spare driver or casual having 30 calendar days or more of service shall be entitled to general holiday pay as set out above if she works the last scheduled work shift immediately before the holiday and the first scheduled work shift after the holiday. General holiday pay will be calculated by totalling the number of hours worked in a two-week period prior to the general holiday divided by ten days and multiplied by the rate of pay per hour.
- 9.05 Should a general holiday fall when an employee is on sick leave and being paid by wage indemnity, she shall receive compensation for such holiday under the wage indemnity plan, not as per section 9.01.
- 9.06 The overtime pay for work performed on a general holiday or day observed as such is in addition to any general holiday pay that an employee may be entitled to under this article.
- 9.07 An employee required to work as part of her regular work schedule on a general holiday or day observed as such under the terms of this agreement shall be paid time and one-half for all hours worked in addition to holiday pay. The employer agrees that the practice of switch shifts or finding a replacement will be allowed provided that it does not incur additional overtime.

Annual Vacations

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

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

- 9.09 Vacation shall be granted on the basis of seniority in the following manner:
 - (a) Bid 1: During the month of November of the previous year, the employer shall conduct a bid for a block of continuous vacation up to full entitlement for the following 12-month period.

Collective Agreement – Transit

- (b) Bid 2: By December 31 of the previous year the Employer shall conclude a bid for blocks of non-continuous vacation not to exceed full entitlement, for the following 12-month period. (For purposes of this clause a block shall be at least three continuous calendar days during the period defined in Letter of Understanding # 1.
 - (c) In the event an employee offers two weeks' notice of cancellation of the vacation period identified under Bid 1 or 2 above such vacation shall be posted and awarded on the basis of seniority.
 - (d) In the event an employee fails to offer two weeks' notice of cancellation of the vacation period identified under Bid 1 or 2 above, such vacation shall, subject to operational requirements, be awarded on a first come first served basis.
 - (e) Any vacation applications received after the Bid 1 and Bid 2 process will be considered as they are received and seniority will not be taken into account.
 - (f) In the event that an employee cancels a vacation period after the weekly work schedule has been posted, unless due to illness or another approved leave of absence, she shall return to work as a spare driver, with full availability, until the expiration of her approved vacation. If the work has not been bid, she shall return to work as a spare driver, with full availability, until the expiration of that weekly work schedule.
- 9.10 The employer shall make a reasonable effort to grant an employee the period of vacation leave requested. During the time period described in Letter of Understanding #1, at least five bargaining unit members shall be allowed to be on vacation at the same time during the vacation bid period (Article 9.09). Outside of the period described in Letter of Understanding # 1, at least three bargaining unit members shall be allowed to be on vacation at the same time during the vacation bid period (Article 9.09).
- 9.11 Vacation leave may be taken at any time during the year provided the employee has applied in advance on a vacation leave application form and such leave has been approved.
- 9.12 Operational requirements permitting, new employees may be allowed to take accrued annual vacation credits earned after completion of 35 worked shifts or 90 calendar days, whichever accrues first.
- 9.13 Should the employee request to be paid vacation pay prior to going on holidays, the employer will estimate the amount of money owing to the employee and issue a cheque in the form of an advance. All deductions and calculations will be processed on the next normal pay run, and a statement will be issued to the employee outlining the vacation accruals taken. At the end of the calendar year a computation shall be made on gross earnings worked, exclusive of any bonuses in the current year as outlined in section 9.08.
- 9.14 In any calendar year that an employee has not taken all of the vacation leave credited to her, the unused portion of the vacation leave shall be carried over into the following year, except that:

Collective Agreement – Transit

(a) In January of each year the employer will pay the employee for all unused accumulated vacation leave credits in excess of the days that were accumulated for the period from January 1 to December 31 of the prior year.

(b) Notwithstanding clause 9.14 (a), employees who have completed fifteen (15) years of service with the Employer may at their discretion carry over two (2) years of vacation leave credits prior to the pay-out provided for in clause 9.14 having application.

- 9.15 If the employee is terminated for any reason, such employee shall be paid all the accrued vacation pay that she is entitled to under section 9.08 of this article.
- 9.16 The vacation pay entitlements of an employee under this article shall at no time be less beneficial than those the employee would be entitled to under the provisions of any government legislation, ordinance or any orders and/or regulations made there under.
- 9.17 A permanent employee will be eligible to carry over unused vacation day entitlements up to a maximum of one year from the employee's entitlement date.
- 9.18 A casual or probationary employee who leaves the employ of the employer shall be entitled to vacation with pay as provided for in the *Yukon Employment Standards Act*.

Continuous Service Date

- 9.19 An employee whose continuous service date falls prior to the 16th day of the month shall receive the next higher vacation leave accrual rate during that month.
- 9.20 An employee whose continuous service date falls on or after the 16th day of the month shall receive the next higher annual vacation leave accrual rate in the following month.

Jury Duty

- 9.21 If a permanent employee is selected for Jury Duty, or subpoenaed by court to be a witness, the employer shall grant the employee leave of absence with pay. **The employee shall remit to the employer any pay received from the court in connection with these activities. The employee shall not suffer any loss of pay.**

Bereavement Leave

- 9.22 The employer shall grant an employee leave of absence with pay for a period of six working days where there is a death in the employee's immediate family.
- 9.23 "Immediate family" for the purpose of bereavement leave is defined as mother, father, step parent, foster parent, sister, brother, spouse, son, daughter, step child or ward of the employee, mother-in-law, father-in-law, step-in-laws, grand-parent, grandchild and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- 9.24 An employee shall be entitled to leave with pay of one working day in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law.

Collective Agreement – Transit

Maternity/Adoption Leave

9.25 The following provisions shall apply only to permanent employees:

- (a) After completion of one (1) year continuous employment, an employee who:
 - I. Agrees to return to work for a period of at least six (6) months after the expiry of maternity leave, and
 - II. Provides the Employer with proof that she has applied for, is entitled to and in receipt of unemployment insurance benefits pursuant to the *Employment Insurance Act*,
 - III. shall be paid a maternity leave allowance in accordance with the Supplementary Employment Insurance Benefit Plan.
- (b) An employee under paragraph (1) above shall sign an agreement with the Employer, providing that:
 - I. she will return to work after the expiry of her maternity leave, unless this date is modified with the Employer's consent; and
 - II. she will work for a period of at least six (6) months after her return to work; and
 - III. should the employee fail to return to work as per the provisions of sub-paragraphs (i) and (ii) above for reasons other than death, lay-off or disability, the employee agrees that she is 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 will consist of the following:
 - I. where the employee is subject to a waiting period of two (2) weeks before receiving employment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two week waiting period, less any other monies earned during this period; and
 - II. for up to a maximum of fifteen (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 ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during this period.
 - III. The duration of the allowance will be reduced by any time spent on short-term disability.
- (d) The weekly rate of pay referred to in paragraph (3) above shall be:

Collective Agreement – Transit

- I. for a full-time employee, the weekly rate of pay for the classification prescribed in her certificate of appointment to her position to which she is entitled on the day immediately preceding the commencement of her maternity leave;
 - II. for a part-time employee, the weekly rate of pay for the classification prescribed in her certificate of appointment to her position to which she is entitled on the day immediately preceding the commencement of her maternity leave, multiplied by the fraction obtained by dividing the part-time employee's assigned regular weekly hours of work averaged over the preceding six (6) month period of continuous employment by the regularly scheduled full-time weekly hours of work for the employee's classification;
 - III. where an employee becomes eligible for a pay increase or an economic adjustment during the SEIB Plan period set out in paragraph (3) above, the employee's weekly rate of pay in sub-paragraphs (a) and (b) above 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 SEIB Plan pursuant to paragraph (3) above.
 - (f) For the purpose of payments received under the Supplemental Employment Benefit Plan, the Plan shall provide that:
 - (g) the employees have no vested right to payment under the plan except to payments during a period of unemployment specified in the plan.

Parental Leave

- 9.26 An employee qualifying under section 37.1 of the *Yukon Employment Standards Act* shall be entitled to request parental leave without pay up to a maximum of 37 weeks in accordance with the provisions of the *Yukon Employment Standards Act*. There shall be no duplication or overlap with the maternity leave provisions under section 9.25.
- 9.27 An employee's continuous service date will not be advanced by the amount of parental leave taken under section 9.26 up to a maximum of 37 weeks.
- 9.28 The employee will be required to prepay the employee portion of medical and group insurance plan premiums in order to maintain the coverage for the period of leave.

Marriage

- 9.29 After the completion of six months continuous employment, an employee who provides the employer with one week's notice shall be granted leave with pay to a maximum of one standard workweek for the purpose of getting married. Such leave is to be taken at the time of the marriage.

Collective Agreement – Transit

Birth/Adoption

9.30 Upon request, an employee shall be given a leave of absence with pay to a maximum of two (2) days for the purpose of attending the delivery of their child or their partner's child (same sex relationship) or attending to the release from hospital of their partner who has given birth or on first obtaining custody of a child who has been legally adopted.

Leave of Absence

9.31 Any employee with one or more years of continuous service may be granted leave without pay where in the opinion of the employer the operational efficiency of the system will not be adversely affected.

9.32 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 at least 14 calendar days prior to the intended commencement date of leave.

9.33 Except where provided otherwise by statute, any employee granted leave of absence in excess of 30 calendar days shall be required to pay both her own share and the employer's share of benefit premiums, and will not accrue seniority, vacation leave or travel entitlements during leave without pay. The employee's seniority and anniversary date will be adjusted to reflect the leave of absence taken.

Compassionate Care Leave

9.34 An employee requesting leave of absence for compassionate reasons will be given special consideration, and may be required to substantiate the reason before returning to work, and where not possible, before returning to work.

9.35 In accordance with the *Yukon Employment Standards Act* an 8-week compassionate care leave is available to employees who have to be away from work temporarily to provide care or support to a member of their immediate family who is gravely ill. An approved time sheet is required. No employee shall lose seniority pursuant to this article.

9.36 Employment Insurance Benefits are payable to employees who qualify.

Leave of Absence for Elected Union President

9.37 Effective on the date of signing of this agreement, the employer agrees to authorize a leave of absence to one employee who is elected as President of the Yukon Employee's Union, subject to the following conditions:

- (a) The authorized leave will be for the term of appointment designated by the union to a maximum of three years.
- (b) Upon the expiry of the term of office, the employee will assume the duties of the position held by the employee prior to the leave of absence.

Collective Agreement – Transit

- (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 will be guaranteed a position at the same level the employee held before the leave of absence.
- (d) If the employee ceases to hold office, the employee will return to the position held by the employee prior to the leave of absence.
- (e) The union agrees to provide the employer with one month's written notice of the commencement and termination of this leave of absence.

Unspecified Leave

- 9.38 Upon completion of six (6) months' continuous service, an employee shall be granted five (5) unspecified leave days as operational requirements permit.
- 9.39 Unspecified Leave days shall not be carried over into the next calendar year. Unspecified Leave days which are unused at the end of the calendar year shall be paid to the employee.
- 9.40 Upon termination an employee will be entitled to a payment of any unused hours for Unspecified Leave on a pro rata basis proportional to the number of completed months of service since the granting of Unspecified Leave days.

ARTICLE 10 YUKON BONUS

- 10.01 All permanent full time employees who have completed two or more years of continuous service shall be entitled to receive a Yukon Bonus travel benefit to a maximum of \$2,900.00 annually, pro-rated on a 35 hour work week, staged in accordance with the monetary offer, and shall be entitled to the Yukon Bonus each subsequent year of continuous service thereafter. Those permanent employees employed by the City as of the ratification of this collective agreement shall be Grand-mothered and be eligible for the Yukon Bonus provisions after one year of continuous service.
- 10.02 This benefit does not apply to casual employees.
- 10.03 The Yukon Bonus must be claimed by completing the appropriate application form during the 12-month period following the initial entitlement date. When completing their first application form, employees must indicate whether or not income tax should be deducted from the Yukon Bonus. All subsequent Yukon Bonus payments will be in accordance with the employee's original instructions, unless the employee changes the instruction prior to the payment date. The payment date will be the first pay following the effective continuous service date.
- 10.04 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 as outlined in section 10.01, shall be entitled to a Yukon Bonus payment on a pro rata basis proportional to the number of continuous months of service since the employee's last Yukon Bonus entitlement date. Those permanent employees employed by the

Collective Agreement – Transit

City as of February 5, 2001 shall be Grand-mothered and be eligible for the provisions of section 10.04 after one year of continuous service.

- 10.05 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 as outlined in sections 10.01 and 10.04 shall be entitled to a Yukon Bonus payment on a pro rata basis proportional to the number of continuous completed months of service since the employee's last Yukon Bonus entitlement date.
- 10.06 Employees who are on Long Term Disability shall receive the Yukon Bonus only if they have physically worked a minimum of six months during the entitlement period as outlined in section 10.01.

ARTICLE 11 MEDICAL

Weekly Wage Indemnity

- 11.01 The employer will administer a Weekly Wage Indemnity Insurance Plan for permanent employees. The carrier will 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 cannot be a grievance arbitrable under this collective agreement. Such matters must be pursued under the terms of the Wage Indemnity Policy. The employer shall pay the full cost of the premiums.
- 11.02 The City will top up wage indemnity benefits to an employee's regular salary. Top-up will be from the first working day of the accident (hospitalisation), or the bona-fide non-occupational illness, subject to the acceptance of the claim by the insurance carrier. Top-up will continue to a maximum of 17 weeks from the first working day of illness in accordance with the following schedule:

<u>Completed Continuous Employment</u>	<u>Maximum Benefits</u>
First ninety days	No Provision
Ninety days to one year	Four weeks at full pay, thirteen weeks at two-thirds pay.
One year plus one day to two years less one day	Seven weeks at full pay, ten weeks at two-thirds pay.
Two years plus one day to three years	Ten weeks at full pay, seven weeks at two-thirds pay.
Three years plus one day to four years	Thirteen weeks at full pay, four weeks at two-thirds pay.
Over four years	Seventeen weeks at full pay.

Collective Agreement – Transit

Illness

11.03 Upon completion of 90 calendar days of continuous service, and beginning after the signing of this contract, all permanent employees shall be granted sick leave when the employee must be absent from work by reason of a bona fide non-occupational illness or accident, medical, dental, or optical appointment. The granting of such leave shall be subject to the following conditions:

Non-Occupational Illness or Accident

- 11.04 The employer shall, upon request, grant to each permanent employee five (5) days per year. Absences of four consecutive working days shall be governed by section 11.01 (Wage Weekly Indemnity). The employee shall be paid at the rate of 100 percent of her daily earnings for these days, provided that:
1. the employee has made every reasonable effort to notify her immediate supervisor prior to the start of her shift; and
 2. in the event that notifying her immediate supervisor is not possible, the employee has made every reasonable effort to arrange for her own replacement, acceptable to management (selected from the list of spare and casual drivers); and
 3. if requested, the employee provides written medical evidence of her inability to report for work.
 4. If in the current calendar year an employee has been granted all paid leave as defined in section 11.04, further leave payments beyond those listed shall be reduced to 50 percent of the employee's regular pay for each hour of leave taken for the remainder of the calendar year.
- 11.05 Should it become 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 furnished to substantiate any period of absence claimed to be illness. If the employer requests that an employee undergo an independent medical examination, the employer will be responsible for the costs of the examination.
- 11.06 Employees who are required to undergo such examination will continue to be paid further sick leave subject to section 11.11 only if the physician has indicated that the employee's medical condition necessitates frequent absences. When 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 to Attend Funerals

11.07 When it is not possible for employees to arrange medical, dental and/or optical appointments outside their regular hours of work, or attend funerals, employees who normally work a five day work week will be granted a maximum of ten hours with pay per calendar year over and above

Collective Agreement – Transit

the provisions laid out in section 11.04 to be used for medical, dental and/or optical appointments, or to attend funerals.

1. Unpaid leave without pay for Medical, Dental and Optical appointments may be granted to a Spare Driver under special circumstances where in the opinion of the Department manager the operational efficiency of the department will not be adversely affected. Such unpaid appointment leave will not exceed the allotment provided under Article 11.10(a). Such leave will not be unreasonably withheld.
2. If in the current calendar year an employee has been granted all paid leave as defined in section 11.07 further leave payments beyond those listed shall be reduced to 50 percent of the employee's regular pay for each hour of leave taken for the remainder of the calendar year.

Attendance Bonus

- 11.08 An employee who is not absent from work for any reason described in Article 11 (excluding section 11.07) shall become entitled to an attendance bonus payment equivalent to one-third a normal day's pay based on the employee's normal straight time earnings. Such payment shall be granted for each calendar month during which no sick leave was taken.
- 11.09 Attendance bonus entitlements shall be accumulated to December 31 of each year and paid to entitled employees by January 31 of the following year.
- 11.10 For purposes of the attendance bonus, employees who normally work a five day work week shall be allowed a maximum of ten hours for medical, dental or optical appointments in any calendar year without forfeiting their entitlement to the attendance bonus.

Long Term Disability

- 11.11 Permanent employees working a minimum of 15 hours per week 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 carrier will 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 cannot be a grievance arbitrable under this collective agreement. Such matters must be pursued under the terms of the long-term disability plan.
- 11.12 Payments will be based upon an amount equal to 60 percent of the employee's earnings based upon her normal straight time earnings to a maximum benefit of \$3,000.00 per month.
- 11.13 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 insurer, whichever is earlier.

Collective Agreement – Transit

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

Extended Health Care

11.15 On the first of the month following 60 days of continuous employment, all permanent employees (excluding casual drivers) will be enrolled in the following benefits:

- (a) Extended Healthcare Plan
- (b) Group Life Insurance - \$25,000 or 1X Employee Annual Salary, whichever is greater
- (c) \$100,000 Accidental Death and Dismemberment Insurance

11.16 Premium costs for these benefits will be cost shared on the basis of 90 percent payment by the employer and 10 percent by the employee.

Dental Care

11.17 On the first of the month following 60 days of continuous employment, all permanent employees (excluding casual drivers) will be enrolled in a Dental Plan. Eligible PSAC Y022 members will be entitled to enhanced dental (orthodontic) procedure coverage identical to PSAC Y023.

11.18 Premium costs for the dental plan will be cost shared on the basis of 75 percent payment by the employer and 25 percent by the employee.

Vision Care

11.19 Effective the date of ratification, permanent employees are eligible to receive a vision care allowance once every two years to a maximum of \$400.00.

11.20 The allowance in section 11.19 will be paid to the total amount of submitted receipts for prescription eyeglasses and sunglasses, non-prescription sunglasses, or contact lenses and/or eye exams for the employee and any member of the employee's immediate family. "Family" shall mean spouse, son, daughter, grandchild or father/mother, provided they are a permanent resident of the employee's household, and also includes step in-laws provided they are permanent residents of the employee's household. "Family" shall further include a common-law partner provided the common-law relationship has existed for the full 12 month period immediately preceding the application for leave and the employee's personnel file confirms the commencement of such relationship.

Injury on Duty Leave

11.21 Employees who are injured on the job and have their claim approved by the Worker's Compensation Health and Safety Board shall be granted Injury on Duty Leave with pay for such reasonable period as may be determined by the employer.

Collective Agreement – Transit

- 11.22 Where such leave is granted, the employee shall assign to the employer all payment received from Worker's Compensation for loss of wages covering the period of Injury on Duty Leave.
- 11.23 However, notwithstanding section 11.22, payment of Injury on Duty leave will not exceed the number of days of absence approved by the Worker's Compensation Health and Safety Board.

ARTICLE 12 REGISTERED RETIREMENT SAVINGS PLAN

- 12.01 All permanent employees shall enrol in the employer's Group Registered Retirement Savings Plan.
- 12.02 Subject to the specific provisions of federal legislation, the employer shall make Registered Retirement Savings deductions from the gross pay of permanent employees for each bi-weekly pay based on the following scale:
- (a) 1.25% contributed by the employee,
 - (b) 3.75% contributed by the employer and effective January 18th 2011, the employer contribution will increase by .5% to a total employer contribution of 4.25%.
- 12.03 All monies remitted on behalf of the employee shall be immediately vested with the employee.
- 12.04 Employees cannot withdraw from the Group Registered Retirement Savings Plan until termination or retirement from their employment with the City of Whitehorse with the exception of withdrawals for home ownership, Lifetime Learning Plan, settlements from marriage break-ups, or if the employee is on Long Term Disability, and/or for the registration of the employee or employee dependent at a recognized educational institution.

ARTICLE 13 SHOP STEWARD

- 13.01 The union may select or appoint Shop Stewards to represent the employees and the union shall notify the employer as to the name of each Shop Steward. The employer agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.
- 13.02 When the employer for any reason finds it necessary to terminate a Shop Steward, the union shall be notified in writing of such termination.
- 13.03 The Shop Steward shall be given time off with pay to investigate complaints of an urgent nature or a grievance, to meet with management for the purpose of dealing with grievances, and to attend meetings called by management. The Shop Steward shall, where possible, obtain the permission of the Transit Manager or her designate before leaving her work and shall report back to the Transit Manager or designate before resuming normal duties. Permission shall not be unreasonably withheld.
- 13.04 Employees shall have the right to be accompanied by a Shop Steward to any meeting called by management, the purpose of which is to investigate any allegation that may lead to discipline, where formal discipline is actually being handed out or to attend a hearing at any level in the

Collective Agreement – Transit

grievance procedure. The employer will make every reasonable effort to provide the employee at least 24 hours' notice of such a meeting.

- 13.05 Where operational requirements permit, the employer will grant 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 such leave will be accompanied by confirmation from the Union or proof of registration. The employer will receive at least two (2) weeks' notice, if possible. Such leave will not be unreasonable withheld.
- 13.06 The employer will grant Leave without Pay to a maximum of four employees for the purpose of attending contract negotiations on behalf of the union. The employer agrees that while employees are attending contract negotiation meetings, the employer shall continue benefit contributions.
- 13.07 The employer shall administer leave without pay covered under this article by continuing the employee's pay and billing the union the amount of pay the employee would have lost.
- 13.08 The employer agrees, subject to conditions set out in section 9.34, to grant a leave without pay for the employee's scheduled hours of work to an employee who is elected as the Yukon Employee's Union component President.

ARTICLE 14 GENERAL PROVISIONS

- 14.01 Any employee suffering injury while on the job must report the injury immediately or as soon as practicable to her Supervisor.
- 14.02 Authorized agents of the union shall have access to the employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the agreement is being adhered to in the operation.
- 14.03 The Employer agrees to provide new employees an orientation program within a reasonable period following hire. The union shall be provided a one-half (1/2) hour period during the orientation program to acquaint employees with union structure and collective agreement rights and obligations.
- 14.04 Every bus used by the employer, whether owned by or hired by the employer or leased to or by it, shall be operated by employees of the employer who are members of the union. Notwithstanding the foregoing, the employer may operate a city bus subject to the agreement of individual members of the bargaining unit or under extenuating circumstances. The employer agrees to provide reasonable advanced notice where practicable.
- 14.05 No member of the bargaining unit shall be laid off, lose employment or have her hours of work reduced as a result of contracting out or leasing unless otherwise mutually agreed to by both parties.

Collective Agreement – Transit

- 14.06 Employees have to clean buses and do light housekeeping. This is to be included in an employee's shift with pay.
- 14.07 All employees hired as drivers shall be given a minimum of five shifts orientation to ensure safety and knowledge of routes by a pre-qualified bus driver. All drivers will be given the opportunity for pre-qualifying training.
- 14.08 If employees are required by the employer to attend courses to upgrade them for their job, the employer shall reimburse them for the cost of taking such courses. No employee shall suffer a loss of pay as a result of attending such courses.
- 14.09 Employees in attendance at staff meetings shall be paid a minimum of 2 hours pay at the prevailing rate, regardless of whether such meeting is contiguous to the employee's shift.
- 14.10 All regular shift 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 said employee.
- 14.11 The employer shall provide the Chief Steward and local union office with a copy of any written record of disciplinary action (including reprimands) which is to be recorded in an employee's file.
- 14.12 Adequate washroom facilities will be provided by the employer at the employer's establishment and kept in a sanitary condition. Employees will co-operate by observing the simple rules of cleanliness.
- 14.13 The employer, whenever possible within reason, will supply electrical plug-ins for employee's vehicles during the winter months.

Safety Boot Allowance

- 14.14 All full time permanent employees designated by the Employer as requiring CSA approved safety boots shall be eligible to receive up to a \$150.00 annual safety boot allowance on April 1. This allowance will be pro-rated for permanent employees working less than full time hours.
 - 1. To be eligible for the safety boot allowance, employees must have completed one full year of continuous employment. The allowance will be paid once per calendar year when the employee provides proof of purchase.
- 14.15 The Employer agrees to pay fifty percent (50%) of the cost for an employee to purchase a pass (single or family) membership fee for the Canada Games Centre.
- 14.16 The Employer agrees to provide new employees an orientation program within a reasonable period following hire. The union shall be provided a one-half (1/2) hour period during the orientation program to acquaint employees with union structure and collective agreement rights and obligations.
- 14.17 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

Collective Agreement – Transit

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

ARTICLE 15 SENIORITY/RECALL

- 15.01 The employer shall at least once every three months post in a conspicuous place on its premises a current list of employees covered by this agreement showing the date when each commenced her employment with the employer. The employer shall forward a copy of each list to the Shop Steward and to the local union office in Whitehorse.
- 15.02 In the event of layoffs, seniority shall be recognized. The principle of the last person on, first person off shall prevail, providing she is qualified.
- 15.03 The employer shall give permanent and spare employees at least 30 days' notice in writing that they are going to be laid off, and such notice shall give the effective date of the layoff. If the employer fails to provide notice as per this section, the employer shall provide pay in lieu of the notice period.
- 15.04 A laid off employee shall retain her seniority and recall rights with the employer for 12 months after the date of layoff.
- 15.05 If a laid off employee is called back to work within her right to recall period, there shall be deemed to have been no break in such employee's seniority with the employer by reason of such layoff.
- 15.06 A laid off employee who is recalled within her right to recall period shall retain the annual vacation accrual rate that she was entitled to on her date of layoff, but she shall not accrue any type of leave for the period she was laid off.
- 15.07 An employee's seniority rights shall be deemed lost and her employment deemed terminated when:
- (a) she leaves the employment of the employer voluntarily; or
 - (b) she is discharged by the employer and such discharge is not reversed through procedures instituted under the Grievance Procedure of this agreement; or
 - (c) her rights to recall under section 15.04 of this article have expired; or
 - (d) she is a casual employee who has not worked for a period of 12 months.
- 15.08 If an employee is transferred to employment that is outside the bargaining unit, she shall retain her seniority rights and accrue seniority rights in the bargaining unit for a period of six months commencing from her first day of transfer out of the bargaining unit. After the six-month period has expired, such an employee shall lose all her seniority rights to the employment coming within the bargaining unit, within six months of her first day of transfer out, she shall retain all her seniority in the bargaining unit plus the seniority she has accrued for the period that she was employed outside the bargaining unit.

Collective Agreement – Transit

- 15.09 Should any dispute arise as to seniority, it shall be settled as a grievance under the Grievance Procedure of this agreement.
- 15.10 No new employee shall be hired by the employer for a position in the bargaining unit until all employees who have been laid-off are recalled.
- 15.11 The seniority/recall provisions of this agreement will only apply to seniority, layoff, posting, and vacation allocation.
- 15.12 The seniority date will be the date that the employee first became employed with City Transit, and as such will include the date the employee was hired as a casual employee. For employees hired after December 12, 2008, seniority will be the date the employee becomes a permanent employee.
- 15.13 Unless specified in this agreement, all other dates for the purpose of benefits calculation will be the Continuous Service date. The Continuous Service date will be the date that an employee first becomes a permanent employee as defined in this Collective agreement, and at no time will that date include any time for which the employee was classified as a casual employee.

ARTICLE 16 PROBATION

- 16.01 Employees hired into a permanent position shall be on probation for the first 120 worked shifts or 6 months whichever accrues first.
- 16.02 Employees, who are successful in bidding or competing for different positions, with the exception of spare drivers to permanent full-time driver positions, shall be on probation as outlined in Article 16.01.
- 16.03 Subject to section 15.12, during the probationary period, seniority will not be applicable for newly hired employees; however, when the probationary period is completed, seniority will commence from the date the employee first became a permanent employee.
- 16.04 A permanent employee or spare driver who has been laid off and re-enters the employ of the employer into the same position she previously held within the 12 months of her right-to-recall period shall not be required to serve another probationary period.
- 16.05 A permanent employee or spare driver who has been laid off and re-enters the employ of the employer in a different position from that which she previously held within the 12 month right-to-recall period, shall be required to serve 75 percent of the probationary period as outlined in sections 16.01 and 16.02 of this article.

Collective Agreement – Transit

ARTICLE 17 JOB POSTING, BIDS, OR EXTRA WORK

Job Posting

- 17.01 When a vacancy or when a new position is created within the bargaining unit, the employer shall post such notices internally for a minimum of seven calendar days, with the exception of vacancies described in 17.02 and 17.03.
- 17.02 When a temporary vacancy comes open in a bus driver position of three working weeks or more, it will be filled on a bid by permanent drivers based on seniority, provided the driver is available to fulfil the first four weeks of the term. The successful driver will forfeit her right to bid on subsequent vacancies that may arise while filling the vacancy. The successful driver will revert to her previous position once the term is complete. In the event no permanent driver bids, the vacancy will be assigned to spare drivers on an equitable basis on a weekly rotation.
- 17.03 When a vacancy comes open in a bus driver position of less than three working weeks, such vacancy will be assigned to spare drivers on an equitable basis, subject to availability. Spare drivers must be available for at least 3 full working days per week and must notify the employer of their availability on a quarterly basis, or otherwise as mutually agreed by the parties. A spare driver will not be required to work during a period of non-availability. A spare driver may only refuse work during a period of availability for just cause, when they are not on the work schedule, or have failed to be given 12 hours' notice.
- 17.04 When applications are received from employees, then the employee that has the most seniority shall be given the new job provided she is qualified.
- 17.05 Where possible the employee who is successful will commence work in the position on the first day the position is vacant.

Bids

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

Extra Work

- 17.07 When extra work (non-bid), with the exception of Saturdays and General Holidays or days observed as such, is available in a bus driver position, such work will be offered to permanent drivers based on seniority, provided overtime will not be incurred. If overtime would otherwise be incurred, such work will be offered to casual employees, but any extra work remaining will be offered to employees on the overtime roster. If an employee refuses extra work, it will be

Collective Agreement – Transit

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

- 17.08 Extra work as covered by section 17.07 may not exceed 90 days. Time limits may be expanded by mutual agreement of the parties.
- 17.09 If a vacancy in a bus driver position is permanent, spare drivers shall be allowed to bid and the position shall be awarded on seniority.
- 17.10 Notwithstanding Clause 17.07 above, extra work (non-bid) which is directly related to any Joint Committee will be first offered to qualified bargaining unit member(s) of that Committee.

ARTICLE 18 SAFETY PROVISIONS

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

Collective Agreement – Transit

- 18.06 First Aid kits are the responsibility of the employer. Employees shall advise the employer if materials are removed. Replacement of the materials will be the responsibility of the employer, and as such replacement is to be within three days of notification.
- 18.07 Employees who are required to attend First Aid and Safety Training courses shall be granted time off with pay for such training. The employer shall pay for each course fee and tuition. In the event such training takes place outside of scheduled hours of work, it shall be considered time worked.
- 18.08 Where the employer requires an employee to undergo a specific medical, hearing or vision examination by a designated qualified medical practitioner, the examination will be conducted at no expense to the employee. The employee shall, upon written request, obtain results of all specific medical, hearing or vision examinations conducted.
- 18.09 Where an employee suffers injury by accident arising out of and in the course of her employment, the employer shall provide the employee with transportation as required under section 61(1) of the *Yukon Workers' Compensation Act*, as may be amended from time-to-time.
- 18.10 A Safety Allowance in the amount of \$350.00 will be paid, once per year, to all employees who are required to hold a First Aid and CPR certificate as a job requirement to meet Occupational Health and Safety standard. A \$100.00 allowance will be paid, once per year, to all bus drivers required to hold a first aid and CPR certificate by the employer for other purposes.
- 18.11 The employer shall when negotiating a third party or City of Whitehorse charter, where there is reasonable cause to believe that a majority of clients will be under the influence of alcohol, provide adequate security on the bus.
- 18.12 If an employee involved in an accident is required to report to the R.C.M.P. immediately, a relief employee will be provided. If the accident is determined by the R.C.M.P. or the Insurance Company or the Safety Committee (in that order) to be "no fault" or the fault of the other Parties, the report will be considered time earned. This provision shall not apply where the deciding parties determine that the accident is the fault of the employee.

ARTICLE 19 UNIFORMS

- 19.01 Transit employees shall have uniforms supplied by the employer, as described in the Transit Employees' Uniform Policy, signed by the parties, and as amended from time to time by the parties.
- 19.02 The employer will purchase work gloves that will be assigned to each driver for the use of the driver when working. Service Persons shall receive gloves as required and, once per year, three pair of coveralls. The washing of the coveralls will be the responsibility of the employer.
- 19.03 The employer will supply insulated coveralls in the shop for the Service Persons' use. Such coveralls will be the property of the employer.

Collective Agreement – Transit

ARTICLE 20 GRIEVANCE PROCEDURE

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

(a) Pre-Grievance Meeting

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

(b) Step 1

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

(c) Step 2

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

20.02 Policy, Disciplinary Dismissal and Employer Grievances

These grievances will 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 Division Director's decision by filing a written notice of intent to the Human Resources department.

Step 2(a)

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

(d) Step 3 – Arbitration

Collective Agreement – Transit

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

Mediation

The parties may, by mutual agreement within 20 calendar days following the Step 2 or Step 2(a) decision, hire a mediator to assist with resolving the grievance. All fees or other expenses related to mediation shall be shared equally by the parties. Either party may, at any time during mediation invoke the Step 3 process and advance the dispute to Arbitration.

The mediator will provide the parties with written settlement terms of a successful mediation, and advise the parties in writing if the mediation is unsuccessful, in which case either party may advance the grievance to Arbitration by written notification to the other within 30 calendar days of the end of mediation.

20.03 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.

20.04 The parties shall disclose pertinent facts at each step of the grievance to ensure appropriate decision making.

20.05 The time limits in the grievance procedure may be extended by agreement of the parties.

20.06 When the aggrieved party fails to comply with the time limits specified in Article 20, the grievance shall be deemed to have been abandoned.

ARTICLE 21 LONG SERVICE BONUS

21.01 An employee who has completed five years of continuous service shall be entitled to a yearly long service bonus equivalent to two percent of annual base salary.

21.02 The Long Service Bonus shall become payable each complete year thereafter on the employee's anniversary date of continuous service.

ARTICLE 22 SEVERANCE

22.01 As of July 1, 2001, employees shall be entitled to receive severance pay in accordance with the following provisions for completed continuous years of employment from July 1, 1979.

22.02 An employee who is terminated for cause shall not be paid severance pay.

22.03 On layoff, rejection on probation, and non-culpable discharge, a permanent employee with one or more years of continuous service shall receive severance pay in the amount of two weeks' pay for the first completed year of service and one weeks' pay for each succeeding complete year of employment to a maximum of 18 weeks less any period in respect of which severance pay was previously granted.

Collective Agreement – Transit

- 22.04 An employee who has five or more years of continuous service shall on resignation receive one-half of the severance amount provided in section 22.03 less any period in respect of which the employee was previously granted severance pay for a layoff.
- 22.05 An employee who has 20 years or more of continuous service shall upon resignation receive severance as outlined in section 22.03 to a maximum of 28 weeks.

ARTICLE 23 HARASSMENT

- 23.01 The parties agree to be bound by the Harassment and Respectful Workplace Administrative Directive of the City of Whitehorse. The City is free to amend the Administrative Directive from time-to-time and agrees to consult with their employees in policy review.
- 23.02 Members of the bargaining unit may choose to exercise their right under Article 20 alleging violation of the Harassment and Respectful Workplace Administrative Directive. Levels 1 and 2 of the Grievance procedure may be omitted in such cases if the employer designate is an alleged harasser.
- 23.03 Investigations pursuant to a grievance filed by a member of the bargaining unit will be conducted by a mutually agreed upon independent investigator if requested by the union. The parties will share equally the cost of such investigation.
- 23.04 Any investigation carried out as a result of a complaint filed pursuant to this article will provide a copy of the report and any recommendations to the union and to the grievor in the case of a grievance.

ARTICLE 24 DISCIPLINE

- 24.01 The employer will take disciplinary action only where there is just cause and upon the principles of progressive discipline.
- 24.02 The City Manager may dismiss an employee for just cause. A Division Head may suspend an employee for just cause. The Department Manager may proceed to the written warning stage of the progressive discipline procedure for just cause.
- 24.03 Before any disciplinary action is taken against an employee, the employer shall give the employee an opportunity, as soon as possible at a time and location convenient to the employee and employer, to present her version of the facts to the employer either alone or, if the employee wishes, with a union representative present.
- 24.04 If any disciplinary action is taken against an employee, the employer will give the employee written notice of the specific disciplinary action taken, the reasons for it, and the effective date it commences.
- 24.05 No evidence of disciplinary action may be introduced at a hearing related to discipline if the employee has attained the following periods without further disciplinary action being taken against her:

Collective Agreement – Transit

Oral Reprimand	6 months
Written Reprimand	12 months
Suspension	12 months

Should no further disciplinary action be taken during the times specified herein, the document shall then be removed from the personnel file and forwarded to the employee concerned for destruction.

- 24.06 An employee shall have access to her personnel file upon request, in the presence of the employer, and may have a copy of any document if she wishes.
- 24.07 If the employee consents in writing, the union representative may have the same rights as the employee in section 24.06.

ARTICLE 25 BULLETIN BOARD

- 25.01 The employer shall provide bulletin board space in a reasonable location clearly identified for the use of the union for posting notices pertaining to elections, appointments, meeting dates, news items, and social/ recreational affairs.

ARTICLE 26 JOINT CONSULTATION

- 26.01 A Labour-Management Relations Committee shall be appointed consisting of at least two representatives for the union and two for the employer in attendance. The union may appoint a maximum of three representatives to the Committee. The Committee shall meet on request of either party for the purpose of discussing all matters of mutual concern. The Committee shall have the power to make recommendations to the union and to the employer.
- 26.02 The employer is responsible for preparing the agenda and ensuring that minutes are distributed as soon as possible. The parties will both sign the minutes of each meeting. Such minutes will then be posted for the information of all employees. Provision for typing of the minutes will be made by the employer.
- 26.03 Time spent by employees in carrying out the functions of the Committee shall be considered to be time worked.
- 26.04 As much as reasonably practicable, meetings of the Committee shall take place at such times that the representatives of the union shall not be incurring overtime hours while in attendance at the meetings.

ARTICLE 27 STRIKES, LOCKOUTS, AND PICKET LINES

- 27.01 The employer agrees that it will not cause or direct any lockout of its employees during the term of this agreement.
- 27.02 The union agrees that there will be no strike, work stoppage, or slowdown during the term of this agreement. The union agrees that if any such action takes place, it will repudiate it forthwith and require the employees to return to work.

Collective Agreement – Transit

- 27.03 Employees covered by this agreement shall have the right to refuse to cross a picket line. No employee shall be disciplined by the employer for exercising the right guaranteed in this section. Any employees exercising their right under this section will not be paid for time not worked.
- 27.04 Notwithstanding section 27.03, the parties agree to meet in the event of a strike by another bargaining unit in order to make every reasonable effort to provide Handy-bus service during the labour dispute.

ARTICLE 28 HIRING PROCESS

- 28.01 The employer shall not solicit input from any member regarding the new hire of an employee.

ARTICLE 29 TECHNOLOGICAL CHANGE

- 29.01 Technological change means:
1. The introduction by the employer into his 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
 2. 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.
- 29.02 When the 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 technological change to the Union at least one hundred and twenty days prior to the date on which the technological change is to be affected.
- 29.03 A detailed description of the notice referred to in 29.02 shall be in writing and shall provide:
1. The nature of the proposed technological change;
 2. The date on which the employer proposed to effect the technological change;
 3. The names of the employees who will initially be likely to be affected by the proposed technological change;
 4. 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 30 DISCRIMINATION

- 30.01 There shall be no discrimination, interference, restriction 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, sexual orientation, gender identity, mental or physical disability, nor by reason of his membership or activity in a trade union.

Collective Agreement – Transit

ARTICLE 31 SHIFT DIFFERENTIAL

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

ARTICLE 32 SAVINGS CLAUSE

32.01 If any article or section of this agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such 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 thereby.

32.02 In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement of such 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 33 DURATION

33.01 This agreement shall be binding and remain in effect from September 1, 2013 to August 31, 2017.

33.02 Unless otherwise specified, all provisions of this agreement take effect on the ratification date.

33.03 The provisions of this agreement, including the provisions for processing of grievances under Article 20, shall remain in effect during the negotiations for its renewal and until a new agreement becomes effective.

33.04 Within four months preceding the termination of this agreement, either party may by written notice require the other party to begin bargaining collectively with a view to the conclusion, renewal, or revision of this collective agreement.

33.05 This agreement may be amended by mutual consent.

33.06 Where notice to commence collective bargaining has been given under section 33.04, the employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees in the bargaining unit which was in force on the day on which the notice was given until a renewal or revision of the agreement, or a new collective agreement, has been concluded.

Collective Agreement – Transit

Signed at the City of Whitehorse, Yukon Territory, this 4th day of June, 2014.

THE CITY OF WHITEHORSE

Dan Curtis
Mayor

Christine Smith
City Manager

Robert Fendrick
City Clerk

PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL Y022

Josh Paddon, Negotiator

Julie Docherty, Regional Vice-President, PSAC

Collective Agreement – Transit

NEGOTIATED BY:

ON BEHALF OF THE EMPLOYER

City of Whitehorse

Cheri Malo

Dave Muir

Valerie Anderson

Linda Rapp

Barbara Walker

ON BEHALF OF THE UNION

Public Service Alliance of Canada

John Mahoney

Karen Brost

Al Wallace

Wage Proposal

General wage increases are applied to Step 4 of each salary range with the other 3 steps calculated accordingly.

SUMMARY OF MONETARY INCREASES

September 1, 2013: 1.0% in Wages

March 1, 2014: 0.5% in Wages

September 1, 2014: 1.0% in Wages

March 1, 2015: 1.0% in Wages

September 1, 2015: 1.0% in Wages

March 1, 2016: 1.0% in Wages

September 1, 2016: 1.0% in Wages

March 1, 2017: 1.5% in Wages

Collective Agreement – Transit

SCHEDULE A – PAY SCALES

Position	Salary Range
Transit Maintenance Person	6
Bus Driver	9
Handybus Driver	9
Dispatcher	9

Collective Agreement – Transit

Pay Schedules - Permanent Employees Only

September 1, 2013 to February 28, 2014					
		STEP 1	STEP 2	STEP 3	STEP 4
	Range				
Hourly	6	24.02	25.43	26.84	28.26
Hourly	9	27.57	29.18	30.81	32.44
March 1, 2014 to August 31, 2014					
		STEP 1	STEP 2	STEP 3	STEP 4
	Range				
Hourly	6	24.14	25.56	26.97	28.40
Hourly	9	27.71	29.33	30.96	32.60
September 1, 2014 to February 28, 2015					
		STEP 1	STEP 2	STEP 3	STEP 4
	Range				
Hourly	6	24.38	25.82	27.24	28.68
Hourly	9	27.99	29.62	31.27	32.93
March 1, 2015 to August 31, 2015					
		STEP 1	STEP 2	STEP 3	STEP 4
	Range				
Hourly	6	24.62	26.08	27.51	28.97
Hourly	9	28.27	29.92	31.58	33.26
September 1, 2015 to February 29, 2016					
		STEP 1	STEP 2	STEP 3	STEP 4
	Range				
Hourly	6	24.87	26.34	27.79	29.26
Hourly	9	28.55	30.22	31.90	33.59
March 1, 2016 to August 31, 2016					
		STEP 1	STEP 2	STEP 3	STEP 4
	Range				
Hourly	6	25.12	26.60	28.07	29.55
Hourly	9	28.84	30.52	32.22	33.93
September 1, 2016 to February 28th, 2017					
		STEP 1	STEP 2	STEP 3	STEP 4
	Range				
Hourly	6	25.37	26.87	28.35	29.85
Hourly	9	29.13	30.83	32.54	34.27
March 1, 2017 to August 31, 2017					
		STEP 1	STEP 2	STEP 3	STEP 4
	Range				
Hourly	6	25.75	27.27	28.78	30.30
Hourly	9	29.57	31.29	33.03	34.78

Collective Agreement – Transit

Pay Schedules – Casual Employees Only

September 1, 2013 to February 28, 2014				
Range	STEP 1	STEP 2	STEP 3	STEP 4
6	23.18	24.53	25.91	27.27
9	26.60	28.18	29.73	31.30
March 1, 2014 to August 31, 2014				
Range	STEP 1	STEP 2	STEP 3	STEP 4
6	23.29	24.66	26.04	27.40
9	26.74	28.32	29.88	31.45
September 1, 2014 to February 28, 2015				
Range	STEP 1	STEP 2	STEP 3	STEP 4
6	23.52	24.91	26.30	27.67
9	27.01	28.60	30.18	31.76
March 1, 2015 to August 31, 2015				
Range	STEP 1	STEP 2	STEP 3	STEP 4
6	23.76	25.16	26.56	27.95
9	27.28	28.89	30.48	32.08
September 1, 2015 to February 29, 2016				
Range	STEP 1	STEP 2	STEP 3	STEP 4
6	24.00	25.41	26.83	28.23
9	27.55	29.18	30.78	32.40
March 1, 2016 to August 31, 2016				
Range	STEP 1	STEP 2	STEP 3	STEP 4
6	24.24	25.66	27.10	28.51
9	27.83	29.47	31.09	32.72
September 1, 2016 to February 28, 2017				
Range	STEP 1	STEP 2	STEP 3	STEP 4
6	24.48	25.92	27.37	28.80
9	28.11	29.76	31.40	33.05
March 1, 2017 to August 31, 2017				
Range	STEP 1	STEP 2	STEP 3	STEP 4
6	28.53	30.21	31.87	33.55
9	29.95	31.72	33.48	35.25

Collective Agreement – Transit

Pay Schedules – Driver Trainee Only

(80% of Driver Rate)

September 1, 2013 to February 28, 2014			
Hourly	Range	80% Perm	80% Casual
	9	25.95	25.04
March 1, 2014 to August 31, 2014			
Hourly	Range	80% Perm	80% Casual
	9	26.08	25.16
September 1, 2014 to February 28, 2015			
Hourly	Range	80% Perm	80% Casual
	9	26.34	25.41
March 1, 2015 to August 31, 2015			
Hourly	Range	80% Perm	80% Casual
	9	26.61	25.66
September 1, 2015 to February 29, 2016			
Hourly	Range	80% Perm	80% Casual
	9	26.87	25.92
March 1, 2016 to August 31, 2016			
Hourly	Range	80% Perm	80% Casual
	9	27.14	26.18
September 1, 2016 to February 28th, 2017			
Hourly	Range	80% Perm	80% Casual
	9	27.42	26.44
March 1, 2017 to August 31, 2017			
Hourly	Range	80% Perm	80% Casual
	9	27.82	28.20

Collective Agreement – Transit

Letters of Understanding

Old Number and Name	Number in New Agreement
LOU #1 – Casual Employees	Renew
LOU #2 – Benefit Package Consultation	New language
LOU #3 – JE Conversion	Delete
LOU #4 – Grand-mothering – JE Acting	Delete
LOU #5 – Hiring into Pre-conversion Steps	Delete
LOU #6 – Breaks at the End of a Shift	New Article 7.14

Collective Agreement – Transit

LETTER OF UNDERSTANDING #1

RE: Casual Employees

BY AND BETWEEN: THE CITY OF WHITEHORSE
PUBLIC SERVICE ALLIANCE OF CANADA,
AND:
LOCAL Y022

Pursuant to the terms of the Collective Agreement between the above-mentioned parties, it is agreed that

The Parties agree that the number of casual employees may exceed the number of spare drivers between June 1st and September 15th and the Whitehorse Christmas School break of each year in order to cover permanent driver vacation time. Prior to the use of casual employees such work will be offered to available spare drivers first.

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

For the City of Whitehorse:

For PSAC YO 22:

Christine Smith, City Manager

Josh Paddon, PSAC Negotiator

Notes

Collective Agreement – Transit

LETTER OF UNDERSTANDING #2

Re: Benefit Package Consultation

BY AND BETWEEN: THE CITY OF WHITEHORSE
AND: PUBLIC SERVICE ALLIANCE OF CANADA,
 LOCAL Y022

It is agreed that, prior to the employer soliciting tenders from benefit carriers, the employer shall create an employee committee to review the terms of reference, on which Y022 agrees to participate.

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

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

For the City of Whitehorse:

For PSAC Y022:

Christine Smith, City Manager

Josh Paddon, Regional Representative

Collective Agreement – Transit

LETTER OF UNDERSTANDING #3

Re: Acting Statutory Pay

BY AND BETWEEN: THE CITY OF WHITEHORSE
PUBLIC SERVICE ALLIANCE OF CANADA,
AND:
LOCAL Y022

Clauses applicable to Y022:

If an employee is assigned to an acting capacity and provided an employee has actually worked in this acting capacity the last shift prior to a statutory holiday and the first shift thereafter, she shall be paid the acting rate for the statutory holiday.

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

For the City of Whitehorse:

For the PSAC:

Christine Smith, City Manager

Josh Paddon, Regional Representative

Collective Agreement – Transit

LETTER OF UNDERSTANDING #4

Re: Bus parking Areas

BY AND BETWEEN: THE CITY OF WHITEHORSE

AND: PUBLIC SERVICE ALLIANCE OF CANADA
LOCAL Y022

The parties agree that during the term of this collective agreement, they will meet to discuss and review driver concerns with the availability of washroom facilities.

Concerns or possible solutions should be directed to the Planning and Scheduling Committee who shall evaluate the concerns and provide recommendations, if any, to management for review and decision.

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

For the City of Whitehorse:

For the PSAC:

Christine Smith, City Manager

Josh Paddon, Regional Representative

Collective Agreement

AGREEMENT BETWEEN:

THE CITY OF WHITEHORSE



AND:

PUBLIC SERVICE ALLIANCE OF CANADA,
LOCAL Y023



COLLECTIVE AGREEMENT FOR THE PERIOD:

SEPTEMBER 1, 2013 to AUGUST 31, 2017

Highlighted sections indicate new or amended clauses

Collective Agreement

ARTICLE 1:	PURPOSE	4
ARTICLE 2:	DEFINITIONS.....	4
ARTICLE 3:	MANAGEMENT RIGHTS.....	6
ARTICLE 4:	UNION RECOGNITION	6
ARTICLE 5:	UNION MEMBERSHIP	6
ARTICLE 6:	DUES CHECK-OFF.....	6
ARTICLE 7:	HOURS OF WORK	7
ARTICLE 8:	OVERTIME	9
ARTICLE 9:	SALARIES, WAGES, CLASSIFICATIONS	13
ARTICLE 10:	GENERAL HOLIDAYS	17
ARTICLE 11:	ANNUAL VACATIONS.....	19
ARTICLE 12:	ILLNESS.....	21
ARTICLE 13:	LEAVE OF ABSENCE	24
ARTICLE 14:	MEDICAL AND GROUP INSURANCE.....	28
ARTICLE 15:	REGISTERED RETIREMENT SAVINGS PLAN	28
ARTICLE 16:	YUKON BONUS	29
ARTICLE 17:	LONG SERVICE BONUS	29
ARTICLE 18:	SHOP STEWARD	30
ARTICLE 19:	GENERAL PROVISIONS	31
ARTICLE 20:	WORK EQUIPMENT AND CLOTHING	32
ARTICLE 21:	SENIORITY	34
ARTICLE 22:	SEVERANCE	37
ARTICLE 23:	JOB POSTING	37
ARTICLE 24:	GOVERNMENT FUNDED WORK PROJECTS.....	38
ARTICLE 25:	PROBATION PERIOD.....	39
ARTICLE 26:	DISCIPLINE.....	39
ARTICLE 27:	SAFETY PROVISIONS.....	40
ARTICLE 28:	GRIEVANCE PROCEDURE.....	41
ARTICLE 29:	HARASSMENT AND RESPECTFUL WORKPLACE	42
ARTICLE 30:	TECHNOLOGICAL CHANGE	42
ARTICLE 32:	PERFORMANCE EVALUATION	44
ARTICLE 33:	SHIFT DIFFERENTIAL.....	44
ARTICLE 34:	LABOUR/MANAGEMENT COMMITTEE	44
ARTICLE 35:	SAVINGS CLAUSE.....	45
ARTICLE 36:	DISCRIMINATION	45
ARTICLE 37:	APPRENTICESHIP AND CERTIFICATION PROGRAMS	45
APPENDIX "A"		
SCHEDULE "A"		
SCHEDULE B Grand Fathered Employees as at January 18, 2011		

Collective Agreement

LETTER OF UNDERSTANDING #1	2
LETTER OF UNDERSTANDING #2	3
LETTER OF UNDERSTANDING #3	4
LETTER OF UNDERSTANDING #4	5
LETTER OF UNDERSTANDING #5	6
LETTER OF UNDERSTANDING #6	7
LETTER OF UNDERSTANDING #7	2
LETTER OF UNDERSTANDING #8	6
LETTER OF UNDERSTANDING #9	8

Collective Agreement

THIS AGREEMENT entered into this 31st day of March, A. D. 2014.

BETWEEN: THE CITY OF WHITEHORSE
2121 Second Avenue
Whitehorse, Yukon Y1A 1C2
hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND: PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL Y023
100 - 2285 Second Avenue
Whitehorse, Yukon Y1A 1C9
(hereinafter called the "Union")

PARTY OF THE SECOND PART

WITNESSETH that the parties hereto agree as follows:

ARTICLE 1: PURPOSE

1.01 It is the purpose of this 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: DEFINITIONS

Interpretations

- 2.01 (a) "May" will be regarded as permissive.
(b) "Shall" will be regarded as imperative.
(c) "Standard Hours of Work" are those which are set out in Schedule A and shall also be used for the purpose of calculating overtime.
(d) "Tasks" are those work activities which, when combined, comprise the duties to be performed by an Employee as described in a position description.
(e) Whenever the singular, masculine or feminine is used in this Agreement it shall be interpreted as if the plural, feminine or masculine has been used where the context of the parties hereto so require.
(f) "Project" means a group of tasks uniquely and temporarily combined to produce a specific outcome over a period of two years or less.

Collective Agreement

- (g) "Continuous Service Date" means the date an individual is hired as a permanent or, where an employee has prior service in either 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.

Employee Status

2.02

- (a) "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.
- (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 will be initiated through the Division Director and will be granted at the discretion of the Employer. In granting such requests the Employer shall not incur additional costs.
- (c) "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.
- (d) "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.
- (e) "Casual Employee" means an employee who is hired on an irregular and/or unscheduled basis. A casual employee may work up to a maximum of 60 consecutive shifts. If the employment exceeds 60 consecutive shifts, then the employee shall be deemed to be a temporary employee and is entitled to all related benefits from that date forward. If the employment ends before 60 consecutive shifts, the employment relationship is terminated.
- (f) "Probationary Employee" means any employee of the Employer in the process of filling the initial probationary requirements as specified in Schedule "A" attached hereto. This probationary period may be extended by mutual agreement between the Parties.
- (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.
- (h) A permanent employee with more than one year of permanent employment who successfully competes for a term task, project or position shall retain his permanent status for the duration of the term and has the right to reoccupy his previous position.

Collective Agreement

Employee Hours

2.03

- (a) "Full Time" means an employee who is required to work the standard hours of work.
- (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 15th day of December, 1998, 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 recognise the Union as such for all employees working at those classified jobs listed in schedule "A" attached hereto and any other employee employed by the Employer whom the Parties hereto agree shall be included as an employee under this Agreement.
- 4.02 This Agreement shall be binding on the Employer and the Union and their respective successors, administrators, executors and assigns and on each employee.

ARTICLE 5: UNION MEMBERSHIP

- 5.01 Each employee covered by this Agreement shall, as a condition of employment and/or continued employment, be and remain or become and remain a Union member in good standing for the duration of this Agreement or for the duration of his employment with the Employer, whichever is shorter. Counting from the date he commences employment with the Employer, each new employee will be allowed 90 calendar days within which to make application to join the Union and tender the appropriate initiation fees.
- 5.02 Subject to article 95 (e) of the *Canada Labour Code*, should an employee at any time cease to be a member in good standing of the Union, the Employer shall upon notification in writing from the Union, discharge such employee forthwith.

ARTICLE 6: DUES CHECK-OFF

- 6.01 The Employer shall honour a written authorisation 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 such monies deducted to the Union on or before the 15th day of the month following the month in which the deductions were made. When such remittances are made the Employer shall indicate the name of each employee and the amount of money which is being remitted for such employee.

Collective Agreement

- 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 said 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 furnish to the Union and Local Y023 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 Slip.

ARTICLE 7: HOURS OF WORK

- 7.01 The following conditions shall apply to all Public Service Alliance of Canada, Local Y023 employees as listed in Schedule "A" of this agreement.
- (a) Employee salary range, standard weekly hours of work, standard hours of work per day, between which hours of the day, between which days of the week, requirement to work split shifts, length of the meal break and the number of probationary shifts applicable are to be as set out in Schedule "A" of this Agreement.
 - (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.

Change in Schedule

- (d) An employee's working schedule shall not be altered unless he has 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 his 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

- (e) 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 his 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

- (f) If an Employee is required to attend training, conferences or professional development that is required to maintain the certifications specified in the Job Description and they occur on the Employee's day off or outside of his regular shift on scheduled days of

Collective Agreement

work, the Employee shall be paid at straight time for the actual time spent in training, conference or professional development.

- (g) If an Employee attends any training, conference or professional development that is not required to maintain the certifications specified in the Job Description and they occur on the Employee's day off or outside of his regular shift on scheduled days of work, the Employee shall not be paid for the time spent at the training, conference or professional development.

Meal Breaks

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

- (j) One 15-minute rest break shall be scheduled approximately mid-way through each three and one half (3½), four or five hour portion, whichever applies, of a shift to a maximum of two breaks per shift except as noted 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 his 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 ten minutes clean up time immediately prior to the meal period and 15 minutes clean up time immediately prior to the end of each work day.

Bylaw Services Staff

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

- (a) Start and finish times for the Bylaw Services Constable and Animal Control Constable tasked with animal control coverage may be extended outside the normal hours of work by mutual agreement between the Employer and the employee.
- (b) When a Bylaw Services Constable, Animal Control Constable and Bylaw Parking Meter Attendant is requested and agrees to report before his regular shift, the standard eight (8) hours shall be worked and the regular rate of pay shall apply.
- (c) Provided sufficient advance notice is given in writing, and with the approval of the Employer, Bylaw Services Employees holding the same position may exchange shifts if there is no increase in cost to the Employer.
- (d) The Employer shall make and post a master weekly shift schedule ten (10) calendar days in advance.

Collective Agreement

- (e) The Employer shall not schedule the commencement of a weekly shift within twenty-four (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 shall apply only to Transportation, Water and Waste Services, and Sign Shop Employees:

- (a) The rest break for Transportation and Water and Waste Services Employees shall be taken at the work site.
- (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.
 - (iv) 0500 to 1530

Notwithstanding the above times, 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.

- (c) No split shifts will be utilised.

ARTICLE 8: OVERTIME

Compensatory Leave

- 8.01 Overtime and/or standby hours earned by an employee may at the employee's option be accrued as compensatory leave at the applicable overtime provision. In any calendar year, employees may only use a maximum equivalent of three standard work weeks of 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 Employees shall be compensated for hours of overtime worked at the rate of:
 - (a) Time and one-half (1½) for the first two hours outside the regular shift and double time thereafter.

Collective Agreement

- (b) Time and one-half (1½) for the first seven or eight or ten hours as applicable worked on an employee's first day of rest and double time thereafter.
 - (c) Double time for all hours worked on an employee's second and subsequent day of rest or any general holiday designated as such in article 9 of this Agreement or day observed as such under the terms of this Agreement, or if instructed by the Employer to return to work while on annual vacation.
 - (d) For purposes of this section, during the arena season only, the second day off for arena employees will be considered the second day of rest. During the summer season, permanent arena/parks employees who work ten (10) hours per day between Monday and Friday shall have Sunday considered to be their second day of rest. During the summer season, the second day off for casuals, temporary and non-permanent employees will be considered the second day of rest.
 - (e) The double time pay for work performed on a general holiday, or day observed as such, is in addition to any general holiday pay that an employee may be entitled to under other provisions of this Agreement.
- 8.05 Where an employee is required to work through the regular established lunch period as delineated in article 7 of this Agreement, such employee shall be paid the applicable overtime rate for the time of the lunch period and shall be given one-half (½) 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 general holidays, shall be paid in accordance with section 8.04 of this article.
- 8.07 An employee who agrees to work on his scheduled day of rest or on a general holiday or day observed as such 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 will apply when overtime work does not provide for an eight hour rest break between regular work days:
- (a) The employee shall be required to take an eight hour rest break before returning to work unless otherwise instructed by the Employer.
 - (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 his regular workday, he shall be paid for his entire shift at his regular rate.
 - (d) The eight hour rest break shall be excluded in the case of call out, except as noted in section 8.09 (f). The employee shall be granted an eight hour rest break between the

Collective Agreement

end of the call-out and the start of his regular shift. Where eight hours are not provided, the employee may take the eight hours and shall be paid for hours worked when he reports for his normal shift. The employee shall be permitted to work his standard hours of work from the time he reports to work.

Call Out

8.09

- (a) Except as provided in subsection 8.09(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 (1½) rate for a minimum of two hours.
- (c) Notwithstanding the above, Bylaw Services 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 he 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 will be posted noting the names of those employees eligible for call out, by position.
- (e) Subject to operational requirements, call outs will 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 out that includes more than seven (7) 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; or
 - (ii) the employee is relieved by the Employer because he is 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.

Collective Agreement

Standby

8.10

- (a) Where 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 work day and three hour's pay for standby performed on a day of rest or general holiday.
- (b) An employee on standby shall receive standby compensation in addition to whatever entitlements he may receive under section 8.10(e).
- (c) An employee may at his option accrue standby hours at the applicable rate as outlined in section 8.01 of this Agreement.
- (d) An employee designated for standby duty shall be available during his 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 he 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 he is then required to work beyond four hours, he shall be paid in accordance with the actual hours worked.
 - (iv) Should an employee be called out more than once during a period for which he is already receiving pay under section 8.10(e), subsections (1), (2), or (3), he shall be paid as if only one call out had occurred.
 - (v) Where an employee has received more than one call out during the eight hour period prior to the start of his regular shift he shall be provided an eight hour rest break prior to the commencement of his work day without loss of pay.

Meal Breaks on Overtime

8.11

- (a) When 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 (½) 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) In the event that overtime continues, such an employee shall become eligible for a further meal break under the conditions specified in subsection 8.11(a), at intervals of

Collective Agreement

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 (½) hour for the meal at full pay.
- (d) An employee who is entitled to a meal allowance under section 8.11(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" which forms part of this Agreement.
- 9.02 An employee reporting for work on a regularly scheduled work day shall receive no less than his normal day's pay unless such employee is suspended or terminated for disciplinary reasons, leaves work because he is 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, and to each biweekly paid employee covered by this Agreement all salary earned by the employee to the following Saturday.
- 9.04 Notwithstanding the above, should a general holiday fall on a regular payday, payment will be made the preceding day.
- 9.05 Payment of salaries and wages will be made during normal working hours of the payday. All employees will be required to be on the automatic banking system for payroll deposit at the City of Whitehorse and will receive itemized pay stubs. Should the Employer not be able to pay employees as established in section 9.03, advances will be deposited into the employees' bank accounts.

Job Evaluation Plan

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

Existing Classifications

- (a) In the event that the employer substantially alters the required knowledge, skills or qualifications of an existing position, the Union shall be advised of same as soon as the change is authorized.
- (b) All position descriptions shall be dealt with in accordance with the Job Evaluation System.

Collective Agreement

- (c) The Union may represent an employee at any level of the appeal process contained in the job evaluation terms of reference and maintenance plan.

New Classifications

- (a) In the event that 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.
- (b) 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.
- (c) The Parties will negotiate, by letter of understanding, the introduction of this new position into the collective agreement.

Statement of Duties

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 such 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 he is 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 ten percent (10%). Notwithstanding the foregoing, under no circumstances will the employee receive more than the maximum of the higher salary range.

Pay on Layoff

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

Retroactive Pay

- 9.10 Any negotiated salary increase which may involve a retroactive pay adjustment shall be paid in full within sixty 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 his estate any salary benefit accruing.

Collective Agreement

Hiring Salary

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

- (a) No employee shall receive less than the Step 1 rate for his particular classification.
- (b) The Employer may authorise an initial appointment at a step higher than Step 1 where it is warranted by recruiting exigencies or the candidate's particular qualifications.

Under-fill

- (c) Notwithstanding section 9.13(a), an employee may be appointed to a position at less than the Step 1 range for his particular classification on an under-fill basis should he lack the full qualifications necessary to the position and is 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 his supervisor and where 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 ten percent (10%) below Step 1 of the pay range for the new position.
 - (iii) Where a person 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 ten percent (10%) above his salary at the time of the promotion with the following exceptions:
 - (i) Where a two-step increase would result in a salary greater than the new Step 4, in which case the employee shall be placed in Step 4.
 - (ii) Where the employee was recruited within six months of the promotion at a step other than Step 1 of the range, in which case the employee shall receive one increment.

Position Reclassification

- (e) When 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** five percent (5%) over the salary they were receiving at the time of the reclassification up to a maximum of Step 4. Where Step 1 of the new salary range is more than five percent (5%) above the employee's previous salary, the employee shall nevertheless be placed in Step 1 of the new range.

Collective Agreement

- (f) Where 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, he shall receive no further increases until such time as his salary is equal to the Step 4 level.

Acting Pay

- (g) Acting pay including statutory holidays, except for those employees identified in Letter of Understanding #12 or for those employees occupying positions identified in Letter of Understanding #13 shall be as follows:
 - (i) Employees who are temporarily assigned to a classification having a higher salary range for a period of five consecutive full working days or longer, shall receive an increase equal to five percent (5%) or equal to Step 1 of the salary range for the new classification, whichever is higher. Provided the above conditions are met, the employee shall be paid the acting rate for any statutory holiday where he has worked in this acting capacity for the last shift prior to and the first shift following the statutory holiday. Notwithstanding the above, any working days for which the employee is absent will be compensated at the employee's regular rate of pay.
 - (h) An employee who is temporarily assigned to a classification at a lower salary range shall not have his salary reduced.

Permanent Assignment to a Lower Rated Position

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

Increment Date

- (j) 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.
- (k) The salary of each employee shall, subject to sections 9.13(l) and 9.13(m), be increased annually on his increment date by one step where his salary falls on an increment or by five percent (5%) where his salary falls between increments until he reaches the Step 4 level.

Withholding Increment

- (l) An increase provided for in subsection 9.13(k) 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.

Collective Agreement

Leave of Absence and Increment Date

- (m) 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: GENERAL HOLIDAYS

- 10.01 In each calendar year the Employer shall give to each employee 12 designated general holidays with pay which shall be taken in accordance with the specific provisions of this article.
- 10.02 For each such holiday an employee shall be paid not less than the equivalent of the wages/salary he would have earned at his classified rate of pay, for his normal hours of work.
- 10.03 An employee shall receive such holiday pay even if the holiday falls on a Saturday, Sunday, or on an employee's day of rest. The designated general holidays shall be:

New Year's Day	Canada Day
The Friday of the Yukon	Discovery Day
Sourdough Rendezvous	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
	Boxing Day

and any other day declared or proclaimed a holiday by the Canadian, Yukon or City of Whitehorse governments.

Holiday on Day of Rest

- 10.04 When a general holiday falls on an employee's day of rest, the next working day shall be observed as the holiday. For employees in the Public Works and Recreation Departments, a general 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 general holiday.

Holiday Pay on Worker's Compensation

- 10.05 Without limiting the generality of section 10.01 of this article, but subject to the provisions contained herein, general holiday pay provisions will prevail where an employee employed for a period of six months is off work due to any circumstances for which he is eligible to receive compensation under Worker's Compensation, provided such an employee has earned wages/salary from the Employer during the 60 calendar days immediately preceding the holiday.

Holiday Pay on Vacation

Collective Agreement

10.06 When a general holiday falls within an employee's scheduled vacation, he shall receive the pay of a normal shift or work day for the holiday, in addition to his vacation pay, or another day off with pay, in conjunction with his vacation.

Holiday Pay Qualification

10.07 An employee shall be entitled to general holiday pay as set out above, if he works the last scheduled work day before the holiday or the first scheduled work day after the holiday, or is on leave of absence with pay approved by the Employer, or is on sick leave. Where an employee is on short term disability insurance, he shall not have his benefits reduced for any week in which a general holiday occurs.

Time Off In Lieu of Statutory Holidays

10.08 Bylaw Services Constables, Animal Control Constables, Packer Operators, Parks and Trails Branch - Permanent Full-Time and Seasonal, Facility Park Attendants, Facility Operators and Facility Attendants:

- (a) Notwithstanding sections 10.01 and 10.02, in lieu of the 12 statutory holidays per year or portions thereof, Bylaw Services Constables, Animal Control Constables, Packer Operators, Parks and Trails Branch - Permanent Full-Time and Seasonal Employees, Facility Park Attendants, Facility Operators and Facility Attendants, who are required to work statutory holidays as part of their regular duties, and the Bylaw Services Constables, Animal Control Constables, Packer Operators, Parks and Trails Branch Permanent Full-Time and Seasonal Employees, Facility Park Attendants, Facility Operators and Facility Attendants who are required to act as holiday replacements, shall receive equal time off with pay for each of the 12 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 will 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 (1½) 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 (120 hours), full time permanent employees who have completed one full year of continuous service shall receive a statutory holiday payment as follows:

Collective Agreement

- (a) Employees working an eight hour shift for five days per week will receive 24 hours of regular pay once a year.
- (b) Employees working a seven hour shift for five days per week will receive 36 hours of regular pay once a year.

This payment will be made by December 1 of each year.

ARTICLE 11: ANNUAL VACATIONS

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 he is taking his 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	8%
Three complete years and less than eight years [5 weeks]	16.66 hours	14.58 hours	10%
Eight completed years and less than fifteen years [6 weeks]	20.00 hours	17.50 hours	12%
Fifteen completed years and less than twenty years [7 weeks]	23.33 hours	20.42 hours	14%
Over twenty 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.

Annual Leave Approval

11.04 Vacation leave may be taken at any time during the year provided the employee has applied in advance on a vacation leave application form and such leave has been approved.

11.05

(a) Notwithstanding section 11.04, annual leave which is applied for by November 15 of the previous year will be considered on the basis of seniority. Annual leave applications received after November 15 will be considered as they are received and seniority will not be taken into account. For the purposes of this clause only, the vacation year shall be January 1st to December 31st.

(b) A single leave request in excess of six consecutive weeks received by November 15 of the previous year will be given special consideration. Seniority is the first consideration, but if such a

Collective Agreement

large request cannot reasonably be balanced with the annual 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 will respond to such application for annual leave in a timely manner.

Vacation Pay Advance

11.06

- (a) Employees may request payout of accrued or carried over vacation leave in excess of a mandatory two week hold back, subject to the following:
 - (i) If at least one consecutive week of vacation has been taken in the previous six months, the hold back will be one week.
 - (ii) If two or more consecutive weeks of vacation has been taken in the previous six months, there will be no required hold back.
 - (iii) 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

- (a) An employee whose continuous service date falls prior to the 16th day of the month shall receive the next higher vacation leave accrual rate during that month.
- (b) An employee whose continuous service date falls 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 him, the unused portion of his vacation leave shall be carried over into the following year except that:

- (a) In January of each year the Employer will pay the employee for all unused accumulated vacation leave credits in excess of the days that were accumulated for the period from January 1 to December 31 of the prior year.
- (b) Notwithstanding clause 11.08(a), employees who have completed 15 years of service with the Employer may at their discretion carry over two years of vacation leave credits prior to the payout provided for in clause 11.08(a) having application. The City will provide a generic notice to all employees to remind them of this provision prior to December 1st each year.

11.09 If the employee is terminated for any reason, such an employee shall be paid all the accrued vacation pay that he is entitled to under section 11.01 of this article.

Collective Agreement

11.10 The vacation pay entitlements of an employee under this article shall at no time be less beneficial than those he would be entitled to under the provisions of any government legislation, ordinance or any orders and/or regulations made thereunder.

ARTICLE 12: ILLNESS

12.01 Upon completion of 90 calendar days of continuous service, all permanent employees shall be granted sick leave when the employee must be absent from work by reason of bona fide non-occupational illness or accident, medical, dental and optical appointment. The granting of such leave shall be subject to the following conditions:

Non-Occupational Illness or Accident Notification

- (a) An employee who is unable to report for his scheduled shift shall notify his immediate supervisor prior to the starting time of his 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 WI or LTD

- (b) Subject to section 12.02, an employee shall be entitled to time off with pay for a maximum period of five days per calendar year. Absences in excess of three consecutive working shifts shall be governed by section 12.03 of this article and must be accompanied by documentation as outlined in the Wage Indemnity and/or Long Term Disability policies.

Independent Medical

- (c) Should it become 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 furnished to substantiate any period of absence claimed to be illness. The Employer is responsible for all costs included under this clause.
- (d) Employees who are required to undergo such examination will 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. When no chronic medical problem is indicated, further payment of sick leave shall cease for the remainder of the calendar year.

Medical, Dental, Optical Appointments, and to Attend Funerals

- (e) When it is not possible for employees to arrange medical, dental and/or optical appointments, or attend funerals outside their regular hours of work, employees who normally work a five day work week will be granted a maximum of ten hours with pay per calendar year over and above the provisions laid out in section 12.01(b) to be used for medical, dental and/or optical appointments, or to attend funerals only. Employees who normally work a four day work week will be granted a maximum of eight hours with pay per calendar year over and above the provisions laid out in section 12.01(b) for

Collective Agreement

medical, dental and/or optical appointments, or to attend funerals only. A maximum period of four hours will 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 section 12.01(b) and has utilized the maximum allowance for medical, dental and/or optical appointments, or funerals as defined in section 12.01(e), further leave payments beyond those listed shall be reduced to 50 percent of the employee's regular pay for each hour of leave taken for the remainder of the calendar year.

Wage Indemnity

- 12.03 (a) The carrier will 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 cannot be a grievance arbitrable under this collective agreement. Such matters must be pursued under the terms of the Wage Indemnity Policy.
- (b) Provided the 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 work days 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 ninety days	No Provision
Ninety days to one year less one day	Four weeks at full pay, thirteen weeks at two-thirds pay.
One year to two years less one day	Seven weeks at full pay, ten weeks at two-thirds pay
Two years to three years less one day	Ten weeks at full pay, seven weeks at two-thirds pay.
Three years to four years less one day	Thirteen weeks at full pay, four weeks at two-thirds pay.
Over four years	Seventeen weeks at full pay.

12.04 Successive periods of disability separated by less than 30 calendar days of continuous full time employment will 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.

Collective Agreement

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 carrier will 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 cannot be a grievance arbitrable under this collective agreement. Such matters must be pursued under the terms of the long term disability plan.
- (b) Payments will be based upon an amount equal to 60 percent of the employee's earnings based upon his normal straight time earnings to a maximum benefit of \$3,000.00 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 insurer, whichever is earlier.
- (d) Effective the first of the month following completion of 90 days of continuous employment, Long Term Disability premiums will 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 and/or section 13.05 (Injury on Duty Leave) shall become entitled to an Attendance Bonus payment equivalent to one-third a normal day's pay based on the employee's normal straight time earnings. Such payment shall be granted for each calendar month during which no sick leave was 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 purposes of this section, employees who normally work a five day work week shall be allowed a maximum of ten 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 and optical appointments in any calendar year without forfeiting their entitlement to the Attendance Bonus.

Collective Agreement

ARTICLE 13: LEAVE OF ABSENCE

Bereavement

13.01

- (a) The Employer shall grant an employee leave of absence with pay for a period of six working days where 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, son, daughter, step father, step mother, foster parent, step child or ward of the employee, mother-in-law, father-in-law, step-in-laws, grandparent, grandchild and any relative permanently residing in the employee's household or with whom the employee permanently resides. For purposes of this section spouse may also include common-law partner provided the relationship has existed for the full 12 month period immediately preceding the application for leave and the employee's personnel file confirms the commencement of such relationship.
- (c) An employee shall be entitled to leave with pay of one working day in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law.

Marriage

13.02 After the completion of six months continuous employment, an employee who provides the Employer with one week's notice shall be granted leave with pay to a maximum of one standard work week for the purpose of getting married, such leave to be taken at the time of the marriage.

Birth/Adoption

13.03 Upon request, an employee shall be given a leave of absence with pay to a maximum of two (2) days for the purpose of attending the delivery of their child or their partner's child (same sex relationship) or attending to the release from hospital of their partner who has given birth or on 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. It is understood that 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 will make every effort to ensure the employee has eight hours of rest between the end of his last shift and the beginning of his next shift. If eight hours of rest are not possible, the employee shall be paid his regular wage for the shift in question and not be required to work it.

Collective Agreement

Injury on Duty Leave

13.05

- (a) Permanent full time and permanent part time employees who are injured on the job and have their claim approved by the Worker's Compensation Health and Safety Board, shall be granted Injury on Duty Leave with pay for such reasonable period as may be determined by the Employer.
- (b) Where such leave is granted, the employee shall assign to the Employer all payment received from Worker's Compensation covering the period of Injury on Duty Leave.
- (c) However, notwithstanding section 13.05(a), payment of Injury on Duty Leave will not exceed the number of days of absence approved by the Workers' Compensation Health and Safety Board.

Maternity Leave

13.06 The following provisions shall apply only to permanent employees:

(a) After completion of one (1) year continuous employment, an employee who:

(i) Agrees to return to work for a period of at least six (6) months after the expiry of maternity leave, and

(ii) Provides the Employer with proof that she has applied for, is entitled to and in receipt of unemployment insurance benefits pursuant to the *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) above shall sign an agreement with the Employer, providing that:

(i) she will return to work after the expiry of her maternity leave, unless this date is modified with the Employer's consent; and

(ii) she will work for a period of at least six (6) months after her return to work; and

(iii) should the employee fail to return to work as per the provisions of sub-paragraphs (i) and (ii) above for reasons other than death, lay-off or disability, the employee agrees that she is 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 will consist of the following:

(i) where the employee is subject to a waiting period of two (2) weeks before receiving employment insurance maternity benefits, an allowance of ninety-three percent (93%)

Collective Agreement

of her weekly rate of pay for each week of the two week waiting period, less any other monies earned during this period; and

(ii) for up to a maximum of fifteen (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 ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during this period.

(iii) The duration of the allowance will be reduced by any time spent on short-term disability.

(d) The weekly rate of pay referred to in paragraph (c) above shall be:

(i) for a full-time employee, the weekly rate of pay for the classification prescribed in her certificate of appointment to her position to which she is entitled on the day immediately preceding the commencement of her maternity leave;

(ii) for a part-time employee, the weekly rate of pay for the classification prescribed in her certificate of appointment to her position to which she is entitled on the day immediately preceding the commencement of her maternity leave, multiplied by the fraction obtained by dividing the part-time employee's assigned regular weekly hours of work averaged over the preceding six (6) month period of continuous employment by the regularly scheduled full-time weekly hours of work for the employee's classification;

(iii) where an employee becomes eligible for a pay increase or an economic adjustment during the SEIB Plan period set out in paragraph (c) above, the employee's weekly rate of pay in sub-paragraphs (i) and (ii) above 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 SEIB Plan pursuant to paragraph (c) above.

(f) For the purpose of payments received under the Supplemental Employment Benefit Plan, the Plan shall provide that:

(i) the employees have no vested right to payment under the plan except to payments during a period of unemployment specified in the plan.

Parental/Adoption Leave

13.07

- (a) An employee qualifying under section 36.1 of the *Yukon Employment Standards Act* shall be entitled to request parental leave without pay up to a maximum of 37 weeks in accordance with the provisions of the Yukon Employment Standards Act. There shall be no duplication or overlap with the maternity leave provisions under section 13.06(b)
- (b) An employee's continuous service date will not be advanced by the amount of the parental leave taken under section 13.07(a) up to a maximum of 37 weeks.

Collective Agreement

Part-time Return to work under Articles 13.06 and 13.07

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 agreed to by both parties, such time period shall not exceed six months.

The request to return to work on a part-time basis will be in accordance with the time frame identified in section 13.06.

Employment benefits will continue to accrue as if the employee had returned to work in a full-time capacity except for vacation. Vacation during the part-time work will be accrued on a pro-rated basis.

Notwithstanding sections 13.08(a) and 13.08(b), lesser leave and/or notice periods may be granted subject to mutual consent.

Leave Without Pay

13.08 Leave without pay may be granted to an employee under special circumstances where in the opinion of the Department manager the operational efficiency of the department will not be adversely affected.

- (a) All applications for leave without pay in excess of ten working days shall be subject to the approval of the **Division Director**.
- (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 cause his increment date and continuous service date to be advanced to compensate for the total amount of leave taken.

Unspecified Leave

13.09

- (a) Upon completion of six months' continuous service, an 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

Collective Agreement

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 will be entitled to a payment of any unused hours for Unspecified Leave on a pro rata basis proportional to the number of completed months of service since the granting of Unspecified Leave hours.

ARTICLE 14: MEDICAL AND GROUP INSURANCE

Basic Medical Insurance

14.01 All employees whether full-time, part-time, temporary or casual shall participate in the Yukon Health Care Insurance Plan unless otherwise exempted.

Extended Health, Life, and AD&D

14.02 On the first of the month following 60 days of continuous employment, permanent employees, provided they meet the insurer's time requirements, shall commence 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
- (c) \$100,000- Accidental Death and Dismemberment Insurance

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

Dental

14.04 Effective the first of the month following the completion of 60 days of continuous employment, all permanent employees, provided they meet the insurer's time requirements, shall be enrolled in a Dental Plan which shall include orthodontic procedures coverage. The premiums shall be cost shared on the basis of 75% by the Employer and 25% by the employee.

ARTICLE 15: REGISTERED RETIREMENT SAVINGS PLAN

15.01 Upon the commencement date of employment permanent employees shall enrol in the Employer's Group Registered Retirement Savings Plan.

15.02 Subject to the specific provisions of federal legislation, the Employer shall deduct a minimum of nine percent, 6.5% of which is contributed by the Employer, of the permanent employee's gross pay for each biweekly pay and deposit such deduction with the Group Registered Retirement Savings Plan holder. The City agrees to increase their contribution by 0.50% on date of ratification, January 18, 2011.

15.03 All monies remitted on behalf of the employee shall be immediately vested with the employee.

Collective Agreement

Withdrawal Restrictions

- 15.04 Employees cannot withdraw from the Group Registered Retirement Savings Plan until termination or retirement from their employment with the City of Whitehorse with the exception of withdrawals for home ownership, Lifetime Learning Plan and/or settlements from marriage break-ups.
- 15.05 All monies formerly locked-in/vested under the Group Pension Plan will remain locked-in/vested until retirement.

ARTICLE 16: YUKON BONUS

- 16.01 All permanent full time 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 be entitled to the Yukon Bonus each subsequent year of continuous service thereafter.
- 16.02 All permanent part time 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 be entitled to the Yukon Bonus each subsequent year of continuous service thereafter.
- 16.03 Unless the employee provides written direction otherwise to the Employer, the Yukon Bonus travel benefit shall be paid out as an untaxed benefit. Such benefit shall be automatically paid out in the pay period immediately following the entitlement date and prior to December 31st of each year, to qualified employees defined in sections 16.01 and 16.02 above.

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 as in sections 16.01 and 16.02 shall be entitled to a Yukon Bonus payment on a pro rata basis proportional to the number of continuous completed months of service since his 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 as in sections 16.01 and 16.02 shall be entitled to a Yukon Bonus payment on a pro rata basis proportional to the number of continuous completed months of service since his 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 two percent of annual base salary. Employees who have completed ten years shall be entitled to a yearly long service bonus equivalent to three percent of annual base salary and employees who have completed 15 years shall be entitled to a yearly long service bonus equivalent to four percent of annual base salary.
- 17.02 The long service bonus shall become payable each completed year thereafter on the employee's anniversary date of continuous service.

Collective Agreement

ARTICLE 18: SHOP STEWARD

- 18.01 The Union may select or appoint Shop Stewards to represent the employees and the Union shall notify the Employer as to the names of such Shop Stewards. The Employer agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.
- 18.02 The Shop Steward shall, where possible, obtain the permission of the department manager or his designate before leaving his work and shall report back to the department manager before resuming normal duties. Permission shall not be unreasonably withheld.
- 18.03 When the Employer for any reason finds it necessary to terminate a Shop Steward, the Union shall be notified upon such termination.

Discipline Meetings

- 18.04 Employees shall have the right to be accompanied by a Shop Steward to any meeting called by management, the purpose of which is to investigate any allegation that may lead to discipline, when formal discipline is actually being handed out, or to attend a hearing at any level in the grievance procedure. The employer will make every reasonable effort to provide the employee at least twenty-four hours notice of such meeting.

Union Training/Conventions

- 18.05 Where operational requirements permit, the Employer will 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 of the Canada Labour Congress. Requests for such leave will be accompanied by confirmation from the Union or proof of registration. The employer will receive at least two (2) weeks' notice, if possible. Such leave shall not be unreasonable withheld.

Contract Negotiations

- 18.06 Where operational requirements permit, the Employer will grant leave without pay for up to six (6) employees for the purpose of attending contract negotiations and contract preparation meetings on behalf of the union. The Employer agrees that 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 agrees to 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 will be for the term of appointment designated by the Union to a maximum of three years.

Collective Agreement

- (b) Upon the expiry, or cessation, of the term of office the employee will 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 will be guaranteed a position at the same level held before the leave of absence.
- (d) The Union agrees to 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 adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to in the operation. It is understood that the Union will make every effort to make advance arrangements with the Employer.

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 must not be used for interior heaters, etc.

19.02 Adequate washroom facilities will be provided by the Employer and kept in a sanitary condition. Employees will 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, his replacement or the nearest medical officer.

Bulletin Boards

19.04 A notice board for each work site and E-mail 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 said employee. In addition, any fees or charges incurred will 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 his vacation leave credits, if applicable, converted to comply with the new department's standard hours of work.

Collective Agreement

Employment Beyond Age 65

19.07 The Employer may allow an employee to remain in the Employer's service beyond the age of 65 years where in the opinion of the Employer such an extension of service is justified and in the best interests of the Employer, subject to the following conditions.

- (a) A medical examination of the employee may be required at the discretion of the Employer before any request for an extension of service is considered.

19.08 It shall not be considered a cause for discipline nor a violation of the collective agreement to have employees honour legal picket lines.

Bus Pass

19.09 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

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

Orientation Program

19.11 The Employer agrees to 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 will be provided by the Employer for each permanent Transportation and Water and Waste Water employees, each permanent Bylaw Services Constable, each permanent Aquatic Centre employee, each permanent Arena employee (FPA, FA) and each permanent Parks and Trails employee.

20.02 Employees are expected to 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 of the City and may require employees to wear uniforms, identifying apparel and identification when deemed necessary and appropriate. Should employees be required to wear uniforms, identifying apparel, or identification, such items shall be supplied by the Employer at no cost to

Collective Agreement

the employee. An employee who is required to wear uniforms, coveralls or smocks shall have these items supplied and cleaned by the Employer.

- 20.04 Winter coveralls shall be furnished 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 designated by the City as requiring CSA approved safety boots shall be eligible to receive up to a \$200.00 annual safety boot allowance on April 1. This allowance will be pro-rated for permanent employees working less than full time hours.

To be eligible for the safety boot allowance, employees must have completed one full year of continuous employment. The allowance will be paid once per calendar year when the employee provides proof of purchase.

Uniforms for Bylaw Services

- 20.06 Bylaw Services Constables, Animal Control Constables and Parking Meter Attendants shall have uniforms supplied by the Employer including suitable gloves during winter.
- (a) The Employer shall reimburse Bylaw Services Constables, Animal Control Constables and Parking Meter Attendants for the cost of dry cleaning for each uniform item which is not washable as follows:

Parkas	up to two dry cleanings per year
Jackets	up to two dry cleanings per year
Trousers	up to nine dry cleanings per year
Ties	up to four dry cleanings per year

- (b) The Employer shall supply wallet badges to Bylaw Services Constables, Animal Control Constables and Parking Meter Attendants who will be required to carry them at all times whether on or off duty within the boundaries of the City of Whitehorse.
- (c) The issue, use, replacement and return of uniforms and wallet badges shall be governed by the policies set down in the Administrative Directives of the City.
- (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 will have completed 12 months of continuous employment as at December first of that year will be eligible for a tool allowance.

- (a) Eligible employees will receive a tool allowance in the amount of \$750.00 maximum, to be paid during the month of January for the prior year on an annual basis. This

Collective Agreement

allowance is to assist in defraying the employee's cost of replacing tools used in the performance of his regular duties.

20.08 When employees are required to supply their own tools (other than mechanic's tools) such employees shall be compensated by the Employer in accordance with the cost of such tools.

Clothing Allowance

20.09 All permanent employees (excluding uniform personnel) will be eligible to receive a clothing allowance once per year.

- (a) Subject to Appendix A, the clothing allowance shall be three hundred dollars (\$300.00) per year and will be paid in the month following completion of one year of continuous service and each year thereafter on the employee's anniversary date.

Vision Care Allowance

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

- (a) The allowance in 20.10 will be paid to the total amount of submitted receipts for prescription eyeglasses or contact lenses and/or eye exams for the employee and any member of the employee's immediate family as defined in article 13.11(d).

ARTICLE 21: SENIORITY

Seniority Groups

21.01 For seniority purposes only, the groups will be defined as:

- (a) Clerical and Technical Employees
- (b) Recreation and Bylaw Employees
- (c) Public Works Employees
- (d) Temporary 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 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 Permanent and temporary part time 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 will commence from the original date of entry into the bargaining unit.

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

Collective Agreement

Transfer Outside the Bargaining Unit

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

After the six month period has expired, such an employee shall lose all his seniority rights in the bargaining unit. If such an employee is transferred or promoted back to employment coming within the bargaining unit or ceases to act in a position outside the bargaining unit within the six month period, he shall retain all his seniority in the bargaining unit and will again commence accruing seniority from the effective date of his return to a bargaining unit position.

Loss of Seniority

- 21.07 An employee's seniority rights shall be deemed lost and his employment deemed terminated when:
- (a) he leaves the employment of the Employer voluntarily;
 - (b) he is discharged by the Employer and such discharge is not reversed through procedures instituted under the Grievance Procedure of this Agreement;
 - (c) he has been laid off and fails to exercise his right to recall by refusing an offer of permanent employment or by refusing three separate offers of casual or temporary employment;
 - (d) he is recalled and fails to report for work in accordance with section 21.13.
- 21.08 Should any dispute arise 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 or seasonal employee within a group, the Employer will 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 he is going to be laid off, and such notice shall include the effective date of the layoff. If 30 calendar days written notice are not provided, the employer will pay two week's salary in lieu of wages to the affected employee. Within the specified term, 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.

Collective Agreement

- 21.11 Subject to section 21.10 and section 21.14, if layoffs occur, providing a senior employee is capable of performing another job within the bargaining unit, he may exercise his seniority rights and take such job.
- 21.12 A laid off permanent or seasonal employee shall retain his 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 his 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. Should 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 relevant 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 providing no qualified permanent employees apply. Seniority shall be retroactive to the employee's initial date of hire.
- (b) This section shall only apply if a laid off employee has kept the Employer advised of his current address and reports for work within seven working days after notice of recall, in the form of a certified letter.
- 21.14 The parties to this Agreement agree that the exercising of seniority rights on layoff or recall shall not be used to achieve promotion for that employee or what would otherwise be deemed a promotion under this Agreement, nor shall it be used to circumvent other provisions of this Collective 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 his former position should it become available.
- 21.16 If a laid off employee is called back to work within his right to recall period, there shall be deemed to have been no break in such employee's bargaining unit seniority with the Employer by reason of such 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 his right to recall period shall retain the annual vacation accrual rate that he was entitled to on his date of layoff but he shall not accrue any type of leave for the period he was laid off.
- 21.19 All other employee benefits shall be commenced as if no break in service occurred.

Collective Agreement

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 section 21.13(a) should they so desire and should they provide notice to the employer in writing of their intention to do so. Such recall would occur within the employee's group as identified in section 21.01 prior to exercising bargaining wide seniority.
- 21.22 Recall notice to Seasonal Positions shall be by certified mail to the employee's last address on record with the Employer. It is the responsibility of each employee to notify the Employer promptly in writing of any change of address. When recalled, an employee must indicate his intention to return to the employment of the City within ten working days of receipt of the notice and must report for work on the day specified in the notice. Any employee failing to respond to the City within ten working days of receiving notice to report or who fails to report on the day specified in the recall notice shall forfeit his claim to re-employment unless the Employer and Employee have agreed otherwise.
- 21.23 Seasonal Employees shall not be subject to section 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 week's 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 five or more years of continuous service shall on resignation receive one-half of the severance amount provided in section 22.01(b) less any period in respect of which the employee 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 22.01(b) to a maximum of 28 weeks.

ARTICLE 23: JOB POSTING

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

Collective Agreement

- 23.02 Where as a result of action taken in section 23.01, the Employer determines that there are no qualified employee applicants, the Employer may fill the vacancy by any other recruitment and selection process.
- 23.03 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.
- 23.04 Where the Employer determines that two or more applicants have relatively equivalent qualifications, appointment shall be made on the basis of seniority. Relatively equivalent shall mean no more than 5% difference between each applicant's total ratings.
- 23.05 When it is determined by the Employer that an acting pay situation is necessary and when 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 openings for the Activity Monitor and Labourer positions do not have to be posted.
- (a) Notwithstanding the foregoing, nothing shall preclude the Employer from temporarily assigning a bargaining unit employee to act while the job posting process is being finalized.
- 23.06 Where operational requirements permit, permanent employees who are qualified will be given first opportunity to fill temporary positions.
- 23.07 In the event an employee grieves a decision pursuant to sections 23.03 or 23.04 the Employer agrees to provide the average ranking on each qualification of each candidate in the competition.

ARTICLE 24: GOVERNMENT FUNDED WORK PROJECTS

- 24.01 It is agreed between the parties hereto that the Employer may participate in Federal or Territorial funded work projects and that any wages or compensation and working conditions of individuals participating in such programs shall be determined by the specific program provisions established by the applicable level of government.
- 24.02 The participation of such individuals shall in no way effect 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 such programs.
- 24.03 Should the Employer wish 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 such program.
- 24.04 The Employer shall also 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 after the commencement of the program.

Collective Agreement

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 will be 910 worked hours. The probation period for full-time employees working a standard work week of 40 hours will be 1040 worked hours. The probation period for part-time employees will be six (6) months.
- 25.02 A probationary employee may be rejected at any time during the initial probationary period when it is determined by the Employer that the employee has failed to meet an acceptable standard of performance or conduct that warrants such 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 his probationary period and is subsequently promoted or transferred to another position he shall serve a trial period as follows:
- (a) On promotion or transfer within the same department he will serve 50% of the established probationary period.
 - (b) On promotion or transfer outside the department he will 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) When 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 23.04.

ARTICLE 26: DISCIPLINE

- 26.01 Where an employee is disciplined causing a reprimand to be documented and placed on the employee's file in the Department of Human Resources, such document shall be retained on the file for a maximum time period following the date of the reprimand in accordance with this section.

Oral Reprimand 6 months

Written Reprimand 12 months

Suspension 12 months

- 26.02 Should no further disciplinary action be taken during the time periods specified herein, 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 herein, 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.

Collective Agreement

- 26.04 The Employer shall provide the 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 where 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 to this Agreement shall at all times comply with the *Yukon Occupational Health and Safety Act* and Regulations pursuant thereto, and any refusal on the part of an employee to work in contravention of such regulations shall not be deemed to be a breach of this Agreement.
- 27.02 It is recognized by the parties to this Agreement that the responsibility for the safety and well being of City workers is shared jointly by the Employer and employees. All employees shall be 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 such 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. It shall be the responsibility of the Safety Committee member doing the required inspections to 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 him in the performance of his duties if he is unable to return them.

Collective Agreement

- (a) Each employee is expected to provide adequate clothing for his 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 the *Occupational Health and Safety Act* and Regulations or the Employer's Accident Prevention Program and Safety Rules. The employee shall provide these articles at his own expense.
- (c) Protective footgear will be supplied on a charge out basis to Public Works employees at no cost to the employee when working with asphalt, tar or jack hammers.

ARTICLE 28: GRIEVANCE PROCEDURE

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

Pre-Grievance Meeting

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

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

Step 2 The employee, assisted by his Union, shall present the grievance to a Divisional Director. If a satisfactory settlement cannot be reached within 14 working days of receipt of the grievance by the Divisional Director, the employee may proceed to Step 3.

Step 3 – Arbitration

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

28.02 Policy, Disciplinary Dismissal and Employer Grievances

These grievances will 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

Collective Agreement

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 Division Director's decision by filing a written notice of intent to the Human Resources department.

Step 2(a)

The employee, assisted by the Union, shall present the grievance to the City Manager. If a satisfactory settlement cannot be reached within fourteen (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 When 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: HARASSMENT AND RESPECTFUL WORKPLACE

29.01 The parties agree to be bound by the Harassment and Respectful Workplace Administrative Directive of the City of Whitehorse. The City is free to amend the Administrative Directive from time-to-time and agrees to consult with their employees in policy review.

29.02 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.

29.03 Investigations pursuant to a grievance filed by a member of the bargaining unit will be conducted by a mutually agreed upon independent investigator if requested by the union. The parties will share equally the cost of such investigation.

29.04 Any investigation carried out as a result of a complaint filed pursuant to this article will provide a copy of the report and any recommendations to the Employer, the union and to the grievor in the case of a grievance.

ARTICLE 30: TECHNOLOGICAL CHANGE

30.01 Technological change means:

- (a) The introduction by the employer into his 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

Collective Agreement

- (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 When the 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 technological change to the Union at least one hundred and twenty days prior to the date on which the technological change is to be affected.
- 30.03 A detailed description of the notice referred to in 30.02 shall be in writing and shall provide:
- (a) The nature of the proposed technological change;
 - (b) The date on which the employer proposed to effect the technological change;
 - (c) The names of the employees who will initially be likely to be affected by the proposed technological change;
 - (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 presently 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. Should the Union so request within three working days of receiving notice, discussions with the Employer will be held to review alternative suggestions from the Union. During the life of this Agreement, no permanent employee within the scope of this Agreement shall, as a direct result of leasing equipment or contracting a service, lose his employment with the Employer, and the employee's wage shall be red-circled until such time as he is 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 The Employer recognizes that 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 such work by such other person.
- 31.04 Notwithstanding 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, it is agreed that the Employer shall not

Collective Agreement

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 Notwithstanding 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 thereafter.

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 such exist;
- (c) To provide meaningful feedback regarding their job performance;
- (d) To coach for improvement by clarifying expectations where required.

32.03 The Employer will 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 shall receive a shift premium of 10% of their base hourly salary for each eligible hour. Employees required to work weekends will also receive a shift differential no matter what their hours of work are.

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 In the event of either party wishing to call a meeting of the said Committee, the meeting shall be held at a time and place fixed by mutual agreement. Such 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.

Collective Agreement

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" attached hereto, shall suffer a reduction of wages or salary because of the adoption of this Agreement.
- 35.02 Nothing contained herein shall preclude higher wages/salary being paid to employees of special ability.
- 35.03 If any article or section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such 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 thereby.
- (a) In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement of such 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: DISCRIMINATION

- 36.01 There shall be no discrimination, interference, restriction 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, sexual orientation, gender identity, mental or physical disability, nor by reason of his membership or activity in a trade union.

ARTICLE 37: APPRENTICESHIP AND CERTIFICATION PROGRAMS

Apprenticeship Program

- 37.01 The City of Whitehorse will participate in the training of apprentices under the terms of the *Apprenticeship Training Act* of Yukon. In general terms, the program will operate as follows:
- 37.02 The following are agreed-upon terms and conditions of employment for permanent employees engaged as Apprentices by the City of Whitehorse:

Collective Agreement

- (a) Apprentices are term employees as defined in section 2.02(f).
- (b) The *Apprentice Training Act* and pursuant Regulations shall apply to all Apprentices employed by the City of Whitehorse.
- (c) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the *Apprentice Training Act*.
 - (i) Pay increases as outlined in section 1.01(f) shall not be automatic but will be based upon the following:
 - (ii) Successful work performance as described in the Apprentice Training Schedule during the first six months of each apprenticeship year.
 - (iii) 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 ten month course approved by the Apprentice Training 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 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	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 following 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 will pay the Apprentice while attending trade courses his/her current hourly rate of pay; however, the Apprentice will reimburse the Employer for any salary

Collective Agreement

allowances received from the Federal Government or any other allowances in lieu of salary.

- (i) Where an Apprentice has been unable to complete the trade training course before the end of a period where he/she would qualify for a percentage increase in his/her hourly rate of pay, and subsequently completes the course successfully, his or her pay increase shall become effective on the date of successful completion of the course.
- (j) Where an Apprentice fails, after two attempts, to successfully complete a trade-training course, a recommendation will be made to the Superintendent of Apprenticeship Training to cancel his or her contract and the Apprentice shall be removed from his or her position and may be terminated.
- (k) An Apprentice shall be removed from his or her position and may be terminated if:
 - (i) He or she fails, after two attempts, to successfully complete any trade-training course
 - (ii) As a consequence of failing a trade-training course, or courses, or extenuating circumstances within his or her control, he or she 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 Regulations for their particular Journeyman trade.

37.03 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

37.04 The City of Whitehorse will 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 and/or the organization. In general terms, certification employment will operate as follows:

37.05 Certification Programs are generally intended to provide a means for permanent employees, not so qualified, to obtain the certifications required in a position.

37.06 The Employer determines whether a Certification Program is necessary.

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

37.08 The following are agreed-upon terms and conditions of employment for permanent employees engaged in designated Certification Programs by the City of Whitehorse:

- (a) Acceptance of an Employee to a Certification Program is subject to Article 23.
- (b) Pay increases shall not be automatic but will be based upon the Employee's successful completion of the appropriate annual training courses as described in the Employee's Training Schedule. Notwithstanding the above, existing permanent Employees currently

Collective Agreement

in a position that has become subject to a Certification Program will 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 will be outlined in the Certification Program and Training Schedule.
- (d) Subject to section 37.09(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 will be no more than 30% below the lowest step of the range as designated in Schedule "A" for the position.
- (e) The Employer will pay the Employee while attending courses his/her 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) Sections 25.03(a) and (b) do not apply to Certification Employment Program Employees. However section 25.03(c) does. Notwithstanding section 25.01, the probation period for an employee entering into a Certification Employment Program will 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 will the probation period exceed 160 shifts. Notwithstanding 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 will not serve any additional probation period.
- (h) Subject to 37.09(b), where an Employee has been unable to complete the certification course before the end of a period where he/she would qualify for a percentage increase in his/her hourly rate of pay, and subsequently completes the course successfully, his or her pay increase shall become effective on the date of successful completion of the course.

Legal Obligation Certification Program

Where an Employee fails, after two attempts, to successfully complete a certification course, the Employee shall be removed from his or her position and may be laid off pursuant to Article 21. However, every reasonable effort will be made to accommodate those Employees who were previously employed by the City prior to entering the Certification Program.

Collective Agreement

Voluntary Certification Program

- (j) Where an Employee fails after one attempt to successfully complete the first Certification course he may withdraw from participation in the Certification Program and return to his previous position where appropriate. Where an Employee fails, after two attempts, to successfully complete a certification course, the Employee shall be removed from his or her position and may be laid off pursuant to Article 21. However, every reasonable effort will 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.

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

ARTICLE 38: JOB SHARE

38.01 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.

38.02 At the request of a permanent employee, or two (2) permanent employees in a position, the Employer may agree to allow two (2) Employees to share the hours of a full time position. There must be no increase in cost to the Employer and no decrease in productivity.

- (a) Subject to Employer approval, the Employees will 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 will 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 will 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 will 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.

Collective Agreement

ARTICLE 39: DURATION

39.01 This Agreement shall be in full force and effect from and including September 1, 2013 to and including August 31, 2017. 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.

IN WITNESS WHEREOF this agreement was signed at the City of Whitehorse, Yukon Territory, this 4th day of June, 2014.

THE CITY OF WHITEHORSE

Dan Curtis, Mayor

Christine Smith, City Manager

Robert Fendrick, City Clerk

PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL Y023

Josh Paddon, Negotiator

Julie Docherty - Regional Executive Vice President - North

NEGOTIATED BY:

Dave Muir

Sasha Sywulsky

Linda Rapp

Shawna Murphy

Cheri Malo

Peter Hill

Valerie Anderson

Derrick Anderson

Barbara Walker

Jeremy Raymond

Victor Hopkins-LeCheminant

Collective Agreement

SUMMARY OF MONETARY INCREASES

September 1, 2013: 1.0% in Wages

March 1, 2014: 0.5% in Wages

September 1, 2014: 1.0% in Wages

March 1, 2015: 1.0% in Wages

September 1, 2015: 1.0% in Wages

March 1, 2016: 1.0% in Wages

September 1, 2016: 1.0% in Wages

March 1, 2017: 1.5% in Wages

Collective Agreement

APPENDIX "A"

P.S.A.C. LOCAL Y023

Seasonal Employees

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

Article 11 – Annual Vacations

A Seasonal employee shall receive vacation pay at the accrual rates listed in article 11.01. Years of continuous service as outlined in 11.01 shall be calculated on a pro-rated basis; i.e., if an employee works six months per year for a period of six years, they would move to 10%.

Article 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.

Article 14 – Benefits

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.

Temporary Employees

Temporary Employees shall be entitled to the same provisions of the Collective Agreement as permanent employees except as follows:

Article 9 – Salaries, Wages & Classification

Effective January 18, 2011, 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 six months.

Article 10 – General 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.

Article 11 – Annual Vacation

A Temporary Employee shall receive vacation pay at the rate of 6% of gross pay at each pay period.

Article 12 – Illness

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 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.

Article 13 – Leave of Absence

- 13.02 Marriage Leave
- 13.06 Maternity Leave
- 13.07 Parental Leave

Collective Agreement

Article 14 – Medical and Group Insurance

Article 15 – RRSP

Article 16 – Yukon Bonus

Article 17 – Long Service Bonus

Casual Employees

Casual Employees shall be entitled to the same provisions of the Collective Agreement as permanent employees except as follows:

Article 10 – General Holidays

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

Article 11 – Annual Vacation

A Casual Employee shall receive vacation pay at the rate of 4% of gross earnings at each pay period.

Article 12 – Illness

Article 13 – Leave of Absence

Article 14 – Medical and Group Insurance

Article 15 – RRSP

Article 16 – Yukon Bonus

Article 17 – Long Service Bonus

Article 21 – Seniority

Article 22 – Severance

Part-Time Employees

Part-time Employees shall be pro-rated based on full-time equivalency.

Article 10 – General 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.

Article 12 – Illness

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 of the same employee status, 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 receives 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 of the carrier.

Collective Agreement

SCHEDULE "A"

Position Title	Salary Range	Hours of Work	Hours Per Day	Hours of Work Day	Standard Days of Week	Split Shifts	Meal Break Hours
Admin Assistant, Casual/Temporary	6	by agr	by agr	by agr	Sun. to Sat.	yes by agr	0.5 or 1
Admin Assistant, Engineering	8	35	7	0800 - 1700	Mon. to Fri.	no	1
Admin Assistant, Operations	7	35	7	0800 - 1700	Mon. to Fri.	no	1
Admin Assistant, Operations	8	35	7	0800 - 1700	Mon. to Fri.	No	1
Admin Assistant, Outreach & Events	8	35	7	0800 - 1700	Mon. to Fri.	no	1
Admin Assistant, Rec & Facility Services	8	35	7	0500 - 2200	Sun to Sat	no	1
Admin Assistant, Water & Waste Services	9	40	8	0800 - 1700	Mon. to Fri.	no	1
Administrator, Municipal System	10	35	7	0800 - 1700	Mon. to Fri.	no	1
Analyst 3, Financial	11	35	7	0800 - 1700	Mon. to Fri.	No	1
Analyst, Business	12	35	7	0800 - 1700 or by agreement	Mon - Fri	yes by agr	1
Attendant, Animal Shelter	9	35	7	0700 - 2400	Sun. to Sat.	no	0.5
Attendant, Facility	8	40	8 or 10 *	0700 - 0700	Sun. to Sat.	yes by agr	1 or 0.5 ⁽³⁾
Attendant, Facility Park	8	40	8 or 10 *	0500-0100 *	Sun. to Sat.*	yes by agr.	1 or 0.5 ⁽³⁾
Attendant, Parking Meter	6	40	8	0700-2400	Mon. to Sat.	no	1
Clerk, Accounts Payable	8	35	7	0800 - 1700	Mon. to Fri.	no	1
Clerk, Facility Booking	13	35	7	0530 - 2400	Sun. to Sat.	yes	1 or 0.5 ⁽³⁾
Clerk, Financial Services	9	35	7	0800 - 1700	Mon. to Fri.	no	1
Clerk, Joint Use Agreement	6	35	7	0800 - 1700	Mon. to Fri.	no	1
Clerk, Purchasing	8	35	7	0800 - 1700	Mon. to Fri.	no	1
Clerk, Tax	8	35	7	0800 - 1700	Mon. to Fri.	no	1
Clerk, Utility	8	35	7	0800 - 1700	Mon. to Fri.	no	1
Client Services Representative	7	35	7	0800 - 1700	Mon. to Fri.	no	1

Collective Agreement

Constable, Animal Control	9	40	8	0700-2400	Sun. to Sat.	No	0.5
Constable, Bylaw Education	11	40	8 or 10	0700 - 2400	Sun. to Sat.	yes	1
Constable, Bylaw Services	10	40	8	0700 - 2400	Sun. to Sat.	no	0.5
Constable, Student Bicycle	6	40	8	0700-2400	Sun. to Sat.	no	1
Constable, Traffic	8	40	8	0700-2400	Sun. to Sat.	No	0.5
Coordinator, Activity	11	35	7	0600 – 0100	Sun. to Sat.	Yes	1
Coordinator, Bylaw Services	9	35	7	0800 - 1700	Mon. to Fri.	no	1
Coordinator, Community Engagement	12	35	7	0600 – 0100	Sun. to Sat.	Yes	1
Coordinator, Corporate Events	8	35	7	0800 – 1700	Mon. to Fri.	No	1
Coordinator, Economic Development	13	35	7	0830-16:30	Mon. to Fri.	No	1
Coordinator, Environmental	14	35	7	0800 - 1700	Mon. to Fri.	no	1
Coordinator, Marketing	9	35	7	0500-2400	Sun. to Sat.	yes	1 or 0.5 ⁽³⁾
Coordinator, Organics Collection	10	35	7	0800 – 1700	Mon. to Fri.	No	1
Coordinator, Special Events	11	35	7	0600 – 0100	Sun. to Sat.	Yes	1
Coordinator, Subdivision & Lands	13	35	7	0800-1700	Mon. to Fri.	no	1
Coordinator, Wellness	10	35	7	0600 - 0100	Sun to Sat	Yes	1
Coordinator, Zero Waste	12	35	7	0800-1700	Mon. to Fri.	No	1
Coordinator, Community Engagement	12	40	8	0600 - 0100	Sun. to Sat.	yes	1
Crew Leader, Cemetery	10	40	8 or 10 ⁽⁵⁾	0700-1730(5)	Sun- Sat(5)	yes by agr	1 or 0.5 ⁽³⁾
Crew Leader, Gen Maintenance & Playgrounds	11	40	8 or 10 ⁽⁵⁾	0700-1730(5)	Sun- Sat(5)	yes by agr.	1 or 0.5 ⁽³⁾
Crew Leader, Grounds	10	40	8 or 10 ⁽⁵⁾	0700-1730(5)	Sun- Sat(5)	yes by agr.	1 or 0.5 ⁽³⁾
Customer Service Representative, Indoor Facilities	6	35	7	0530 - 2400	Sun. to Sat.	yes	1 or 0.5 ⁽³⁾
Customer Service Representative, Plan & Dev	7	35	7	0800 - 1700	Sun-Sat(1)	no	1
Electrical Controls Person, Utility	11	40	10	0700 - 0700	Sun- Sat(2)	no	0.5
Electrical Person, Utility	12	40	10	0700 - 0700	Sun- Sat(2)	no	0.5
Electrician, Building Maintenance	12	40	8 or 10	0700 - 1730	Mon. to Fri.	no	0.5

Collective Agreement

Electrician, Utility	11	40	10	0700 - 0700	Sun- Sat(2)	no	0.5
Instructor/Lifeguard	6	35	7	0530 - 2400	Sun. to Sat.	yes	1 or 0.5 ⁽³⁾
Irrigation Person	9	40	8 or 10 ⁽⁵⁾	0700-1730 (5)	Sun- Sat(5)	yes by agr.	1 or 0.5 ⁽³⁾
Labourer, Building Maintenance	4	40	8 or 10 ⁽⁵⁾	0700-1730 (5)	Sun. to Sat. (5)	yes by agr.	0.5
Labourer, Challenge	1	by agr	by agr.	by agr.	Mon – Fri	no	n/a
Labourer, Parks & Rec	5	40	8 or 10 ⁽⁵⁾	0700-1730(5)	Sun. to Sat. (5)	yes by agr.	1 or 0.5 ⁽³⁾
Labourer, Public Works	5	40	10	0700 - 0700	Sun- Sat(2)	no	0.5
Labourer, Shipyards Park	6	40	8	0500 – 0100	Sun-Sat. (2)	yes by agr	0.5
Labourer, Sign Shop	4	40	10	0700-0700	Sun- Sat(2)	no	0.5
Leadhand, Aquatic	11	35	7	0530 - 2400	Sun. to Sat.	Yes	1 or 0.5 ⁽³⁾
Leadhand, Parks	14	40	8 or 10 ⁽⁵⁾	0700-1730 (5)	Sun- Sat(5)	yes by agr.	1 or 0.5 ⁽³⁾
Leadhand, Program	12	35	7	0600-0100	Sun. - Sat.	yes	1
Leadhand, Transportation	13	40	10	0700 - 0700	Sun- Sat(2)	no	0.5
Maintenance Person 1, System	9	40	10	0700 – 0700	Sun- Sat(2)	no	0.5
Maintenance Person 1, Water Meter	10	40	10	0700-0700	Sun to Sat	No	0.5
Maintenance Person 2, Operations	9	40	10	0700 - 0700	Sun- Sat (2)	no	0.5
Maintenance Person 2, Parks	8	40	8 or 10 ⁽⁵⁾	0700-17:30 (5)	Sun. to Sat. (5)	Yes by agr.	1 or 0.5 ⁽³⁾
Maintenance Person 2, System	13	40	10	0700 – 0700	Sun- Sat(2)	no	0.5
Maintenance Person 3, Operations	11	40	10	0700 - 0700	Sun- Sat(2)	no	0.5
Maintenance Person, Outdoor Rinks	7	40	8 or 10 ⁽⁵⁾	0500 – 0100 (5)	Sun- Sat(5)	yes by agr.	1 or 0.5 ⁽³⁾
Maintenance Person, Parks	7	40	8 or 10 ⁽⁵⁾	0700-1730 (5)	Sun- Sat(5)	yes by agr.	1 or 0.5 ⁽³⁾
Maintenance Person, Parks General	7	40	8 or 10 ⁽⁵⁾	0700-1730 (5)	Sun- Sat(5)	yes by agr.	1 or 0.5 ⁽³⁾
Maintenance Person, Sign Shop	8	40	10	0700-0700	Sun- Sat(2)	no	0.5
Mechanic II, Building Maintenance	12	40	8 or 10	0700 - 1730	Mon. to Fri.	no	0.5
Mechanic/Welder, Heavy Duty Equipment	12	40	10	0700 - 0700	Sun- Sat(2)	no	0.5
Mechanical Person, Utilities	12	40	10	0700 - 0700	Sun- Sat(2)	no	0.5
Monitor, Activity	5	35	7	0600 – 0100	Sun. to Sat.	Yes	1 or 0.5 ⁽³⁾

Collective Agreement

Officer 1, Compliance	8	40	8	0700-0700	Sun. to Sat.	No	1
Officer 2, Compliance	9	40	8	0700-0700	Sun. to Sat.	No	1
Officer, Development	12	35	7	0800 - 1700	Mon. to Fri.	no	1
Officer, Engineering Projects	16	35	7	0800 - 1700	Mon. to Fri.	no	1
Officer, Waste Diversion Technical Assistance	10	35	7	0800-1700	Mon. to Fri.	No	1
Official, Building/Plumbing	12	35	7	0800 - 1700	Sun-Sat(1)	no	1
Operator 1, Heavy Equipment	9	40	10	0700 - 0700	Sun- Sat(2)	no	0.5
Operator 2, Heavy Equipment	10	40	10	0700 - 0700	Sun- Sat(2)	no	0.5
Operator, Facility	9	35	7	0800 – 0800	Sun to Sat	yes by agr	1 or 0.5 ⁽³⁾
Operator, Packer	8	40	10	0700 – 0700	Sun- Sat(2)	no	0.5
Operator, Water Truck	5	40	8 or 10 ⁽⁵⁾	0700-1730 (5)	Sun- Sat(5)	yes by agr.	1 or 0.5 ⁽³⁾
Planner 2	13	35	7	0800 – 1700	Mon. to Fri.	no	1
Senior Constable, Bylaw Services	15	40	8	0800 – 1700	Mon. to Fri.	no	1 or 0.5 ⁽⁵⁾
Specialist, Budget/Internal Audit	16	35	7	0800 - 1700	Mon. to Fri.	no	1
Specialist, Child Services	11	35	7	0700 - 1800	Mon. to Fri.	no	1
Specialist, Credit & Collection	10	35	7	0800 - 1700	Mon. to Fri.	no	1
Specialist, Enterprise Technology	12	35	7	0800 – 1700	Mon. to Fri.	No	1
Specialist, Fitness	9	35	7	0530 - 2230	Sun - Sat	yes	1 or 0.5 ⁽³⁾
Specialist, G.I.S./Database	12	35	7	0800 - 1700	Mon. to Fri.	no	1
Specialist, Info Tech Security	12	35	7	0800 – 1700	Mon. – Fri.	No	1
Specialist, Network	11	35	7	0800 – 1700	Mon. to Fri.	no	1
Specialist, Payroll	11	35	7	0800 – 1700	Mon. to Fri.	no	1
Specialist, Projects	11	35	7	0800 – 1700	Mon. to Fri.	no	1
Specialist, Senior Technical Support	12	35	7	0800-1700	Mon. to Fri.	no	1
Specialist, Technical Support	9	35	7	0800 - 1700	Mon. to Fri.	No	1
Supervisor, Building Inspection	14	35	7	0800 – 1700	Mon. to Fri.	no	1
Supervisor, Building Maintenance	14	40	8 or 10	0700 - 1730	Mon. to Fri.	no	0.5
Supervisor, Community Programs	15	40	8	0600 - 0100	Sun. to Sat.	yes	1

Collective Agreement

Supervisor, Customer Service	12	35	7	0800 – 1700	Mon. to Fri.	no	1
Supervisor, Customer Service Indoor Facilities	13	35	7	0700 - 1730	Sun. to Sat.	Yes	1
Supervisor, Equipment Maintenance	14	40	8 or 10	0700 - 0700	Sun- Sat(2)	no	0.5
Supervisor, Land Development	15	35	7	0800-1700	Mon. to Fri.	no	1
Supervisor, Leisure Services	15	40	8	0600 - 0100	Sun. to Sat.	yes	1
Supervisor, Operations	14	40	8 or 10	0500 - 0100	Sun. to Sat.	yes by agr.	1 or 0.5 ⁽³⁾
Supervisor, Outreach and Events	15	40	8	0800-1700	Mon.to Fri.	no	1
Supervisor, Parks	14	40	8 or 10 ⁽⁵⁾	0700-1730 (5)	Sun- Sat(5)	yes by agr.	1 or 0.5 ⁽³⁾
Supervisor, Payroll	14	35	7	0800 – 1700	Mon. to Fri.	No	1
Supervisor, Planning Services	15	35	7	0800 – 1700	Mon. to Fri.	no	1
Supervisor, Procurement	14	35	7	0800 – 1700	Mon. to Fri.	no	1
Supervisor, Revenue Services	14	35	7	0800 – 1700	Mon. to Fri.	no	1
Supervisor, Traffic Control	12	40	10	0700 – 0700	Sun- Sat(2)	No	0.5
Supervisor, Transportation	15	40	10	0700 - 0700	Sun- Sat(2)	no	0.5
Supervisor, Utility Stations	15	40	8 or 10	0700 – 0700	Sun. to Sat.	no	1
Supervisor, Utility Systems	15	40	10	0700 – 0700	Sun. to Sat.	no	0.5
Supervisor, Waste Services	14						
Team Leader, Aquatic	9	40	8	0700 - 1600	Mon. to Fri.	no	1
Technician, Concrete Maintenance	11	35	7	0530 - 2400	Sun. to Sat.	yes	1 or 0.5 ⁽³⁾
Technician, Warehouse	8	40	10	0700 - 0700	Sun- Sat(2)	no	0.5
Technologist 2, Operations	14	40	8	0800 – 1700	Mon. to Fri.	no	1
Technologist 2, Private Development	14	35	7	0700 – 1700	Sun- Sat(2)	no	1
Technologist, Auto CAD	15	35	7	0800 – 1700	Mon. to Fri.	no	1
Technologist, Senior Engineering	11	35	7	0800 - 1700	Mon. to Fri.	no	1
Tradesperson, Building Maintenance	15	35	7	0800 – 1700	Mon. to Fri.	no	1
Tradesperson, Building Maintenance	11	40	8 or 10	0700 - 1730	Mon. to Fri.	no	0.5

Collective Agreement

Super Script Notes:

- (1) Sunday to Saturday applies only to new employees who were hired after June 29, 1995 and to any permanent employees that post to new positions after June 29, 1995, see Schedule B for a name list of employees.
Sunday to Saturday applies only from May 1 to September 30.
- (2) Sunday to Saturday applies only to new employees who were hired after June 29, 1995 and to any permanent employees that post to new positions after June 29, 1995, see Schedule B for a name list of employees.
- (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 work day.
- (4) All new employees hired after September 3, 1998 or any permanent employees that post to these positions after September 3, 1998 shall be required to work 35 hours per week.
- (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
- (6) As determined by the employee.
Hours of work for non-permanent employees shall be 8 or 10 hours per day.
Hours of work for permanent full time and permanent seasonal employees shall be 10 hours per day.
Permanent employees work between the hours of 0500 to 0100 from October 1 to April 30.
Permanent employees work between the hours of 0700 to 1730 from May 1 to September 30 or other hours by mutual agreement.
- * Permanent employees work between Sunday and Saturday from October 1 to April 30 or other days by mutual agreement.
Permanent employees work between Monday and Friday from May 1 to September 30 (Those working in Parks ONLY).

General Notes:

Collective Agreement

Each crew consisting of three (3) or more employees which is not being directly supervised shall have at least one (1) 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 (4) ton in weight shall be paid the Heavy Equipment Operator 1 rate of pay for each hour or part thereof in operation.

Subject to section 8.14(b) of this Agreement, an employee required to operate the Track Excavator shall be paid acting pay at the Heavy Equipment Operator 2 rate plus a premium of thirty cents (\$0.30) per hour.

Collective Agreement

SCHEDULE "A" – PAY SCHEDULES 40 HOURS PER WEEK – PERMANENT EMPLOYEES ONLY

September 1, 2013 to February 28, 2014 40 Hours/Week - Permanent Employees Only					
		STEP 1	STEP 2	STEP 3	STEP 4
	Range	85%	90%	95%	100%
Hourly	1	11.92	12.61	13.31	14.02
Annually		24,877.52	26,317.57	27,778.50	29,260.30
Hourly	4	22.07	23.38	24.69	25.99
Annually		46,060.97	48,795.00	51,529.02	54,242.17
Hourly	5	23.00	24.33	25.67	27.04
Annually		48,001.92	50,777.68	53,574.32	56,433.56
Hourly	6	24.02	25.43	26.84	28.26
Annually		50,130.70	53,073.43	56,016.15	58,979.75
Hourly	7	25.16	26.63	28.12	29.58
Annually		52,509.93	55,577.88	58,687.56	61,734.64
Hourly	8	26.33	27.88	29.43	30.98
Annually		54,951.76	58,186.68	61,421.59	64,656.50
Hourly	9	27.57	29.18	30.81	32.44
Annually		57,539.69	60,899.83	64,301.70	67,703.58
Hourly	10	28.97	30.66	32.37	34.07
Annually		60,461.55	63,988.65	67,557.48	71,105.45
Hourly	11	30.61	32.40	34.19	36.00
Annually		63,884.29	67,620.10	71,355.90	75,133.44
Hourly	12	32.41	34.32	36.22	38.14
Annually		67,640.97	71,627.21	75,592.59	79,599.71
Hourly	13	34.37	36.39	38.40	40.42
Annually		71,731.56	75,947.39	80,142.34	84,358.16
Hourly	14	36.58	38.72	40.89	43.04
Annually		76,343.92	80,810.19	85,339.07	89,826.20
Hourly	15	39.09	41.37	43.67	45.97
Annually		81,582.39	86,340.84	91,141.04	95,941.23
Hourly	16	41.80	44.27	46.72	49.19
Annually		87,238.27	92,393.26	97,506.51	102,661.50

Collective Agreement

SCHEDULE "A" – PAY SCHEDULES 40 HOURS PER WEEK – PERMANENT EMPLOYEES ONLY

March 1, 2014 to August 31, 2014					
		STEP 1	STEP 2	STEP 3	STEP 4
	Range	85%	90%	95%	100%
Hourly	1	11.98	12.67	13.38	14.09
Annually		25,002.74	26,442.80	27,924.60	29,406.39
Hourly	4	22.18	23.50	24.81	26.12
Annually		46,290.55	49,045.44	51,779.46	54,513.48
Hourly	5	23.12	24.45	25.80	27.18
Annually		48,252.36	51,028.13	53,845.63	56,725.75
Hourly	6	24.14	25.56	26.97	28.40
Annually		50,381.15	53,344.74	56,287.47	59,271.94
Hourly	7	25.29	26.76	28.26	29.73
Annually		52,781.24	55,849.19	58,979.75	62,047.70
Hourly	8	26.46	28.02	29.58	31.13
Annually		55,223.08	58,478.86	61,734.64	64,969.56
Hourly	9	27.71	29.33	30.96	32.60
Annually		57,831.88	61,212.88	64,614.76	68,037.50
Hourly	10	29.11	30.81	32.53	34.24
Annually		60,753.73	64,301.70	67,891.41	71,460.25
Hourly	11	30.76	32.56	34.36	36.18
Annually		64,197.35	67,954.02	71,710.69	75,509.11
Hourly	12	32.57	34.49	36.40	38.33
Annually		67,974.89	71,982.01	75,968.26	79,996.24
Hourly	13	34.54	36.57	38.59	40.62
Annually		72,086.36	76,323.05	80,538.87	84,775.56
Hourly	14	36.76	38.91	41.09	43.26
Annually		76,719.59	81,206.73	85,756.47	90,285.35
Hourly	15	39.29	41.58	43.89	46.20
Annually		81,999.80	86,779.12	91,600.19	96,421.25
Hourly	16	42.01	44.49	46.95	49.44
Annually		87,676.55	92,852.41	97,986.53	103,183.26

Collective Agreement

SCHEDULE "A" – PAY SCHEDULES 40 HOURS PER WEEK – PERMANENT EMPLOYEES ONLY

September 1, 2014 to February 28, 2015 40 Hours /Week - Permanent Employees Only					
		STEP 1	STEP 2	STEP 3	STEP 4
	Range	85%	90%	95%	100%
Hourly	1	12.10	12.80	13.51	14.23
Annually		25,253.18	26,714.11	28,195.91	29,698.58
Hourly	4	22.40	23.74	25.06	26.38
Annually		46,749.70	49,546.33	52,301.22	55,056.12
Hourly	5	23.35	24.69	26.06	27.45
Annually		48,732.38	51,529.02	54,388.26	57,289.25
Hourly	6	24.38	25.82	27.24	28.68
Annually		50,882.04	53,887.37	56,850.97	59,856.31
Hourly	7	25.54	27.03	28.54	30.03
Annually		53,303.00	56,412.69	59,564.12	62,673.81
Hourly	8	26.72	28.30	29.88	31.44
Annually		55,765.71	59,063.23	62,360.76	65,616.54
Hourly	9	27.99	29.62	31.27	32.93
Annually		58,416.25	61,818.12	65,261.74	68,726.23
Hourly	10	29.40	31.12	32.86	34.58
Annually		61,358.98	64,948.68	68,580.13	72,169.84
Hourly	11	31.07	32.89	34.70	36.54
Annually		64,844.33	68,642.75	72,420.29	76,260.44
Hourly	12	32.90	34.83	36.76	38.71
Annually		68,663.62	72,691.60	76,719.59	80,789.32
Hourly	13	34.89	36.94	38.98	41.03
Annually		72,816.83	77,095.26	81,352.82	85,631.25
Hourly	14	37.13	39.30	41.50	43.69
Annually		77,491.80	82,020.67	86,612.16	91,182.78
Hourly	15	39.68	42.00	44.33	46.66
Annually		82,813.75	87,655.68	92,518.48	97,381.29
Hourly	16	42.43	44.93	47.42	49.93
Annually		88553.11	93770.71	98967.44	104205.91

Collective Agreement

SCHEDULE "A" – PAY SCHEDULES 40 HOURS PER WEEK – PERMANENT EMPLOYEES ONLY

March 1, 2015 to August 31, 2015 40 Hours /Week - Permanent Employees Only					
		STEP 1	STEP 2	STEP 3	STEP 4
	Range	85%	90%	95%	100%
Hourly	1	12.22	12.93	13.65	14.37
Annually		25,503.63	26,985.43	28,488.10	29,990.76
Hourly	4	22.62	23.98	25.31	26.64
Annually		47,208.84	50,047.22	52,822.98	55,598.75
Hourly	5	23.58	24.94	26.32	27.72
Annually		49,212.40	52,050.78	54,930.89	57,852.75
Hourly	6	24.62	26.08	27.51	28.97
Annually		51,382.92	54,430.00	57,414.47	60,461.55
Hourly	7	25.80	27.30	28.83	30.33
Annually		53,845.63	56,976.19	60,169.36	63,299.92
Hourly	8	26.99	28.58	30.18	31.75
Annually		56,329.21	59,647.60	62,986.87	66,263.52
Hourly	9	28.27	29.92	31.58	33.26
Annually		59,000.62	62,444.24	65,908.72	69,414.95
Hourly	10	29.69	31.43	33.19	34.93
Annually		61,964.22	65,595.67	69,268.86	72,900.31
Hourly	11	31.38	33.22	35.05	36.91
Annually		65,491.32	69,331.47	73,150.75	77,032.65
Hourly	12	33.23	35.18	37.13	39.10
Annually		69,352.34	73,422.07	77,491.80	81,603.26
Hourly	13	35.24	37.31	39.37	41.44
Annually		73,547.29	77,867.46	82,166.76	86,486.94
Hourly	14	37.50	39.69	41.92	44.13
Annually		78,264.00	82,834.62	87,488.72	92,101.08
Hourly	15	40.08	42.42	44.77	47.13
Annually		83,648.56	88,532.24	93,436.78	98,362.20
Hourly	16	42.85	45.38	47.89	50.43
Annually		89,429.66	94,709.88	99,948.35	105,249.43

Collective Agreement

SCHEDULE "A" – PAY SCHEDULES 40 HOURS PER WEEK – PERMANENT EMPLOYEES ONLY

September 1, 2015 to February 29, 2016					
40 Hours/Week - Permanent Employees					
		STEP 1	STEP 2	STEP 3	STEP 4
	Range	85%	90%	95%	100%
Hourly	1	12.34	13.06	13.79	14.51
Annually		25,754.07	27,256.74	28,780.28	30,282.95
Hourly	4	22.85	24.22	25.56	26.91
Annually		47,688.86	50,548.11	53,344.74	56,162.25
Hourly	5	23.82	25.19	26.58	28.00
Annually		49,713.29	52,572.54	55,473.52	58,437.12
Hourly	6	24.87	26.34	27.79	29.26
Annually		51,904.68	54,972.63	57,998.84	61,066.79
Hourly	7	26.06	27.57	29.12	30.63
Annually		54,388.26	57,539.69	60,774.60	63,926.04
Hourly	8	27.26	28.87	30.48	32.07
Annually		56,892.71	60,252.84	63,612.98	66,931.37
Hourly	9	28.55	30.22	31.90	33.59
Annually		59,584.99	63,070.35	66,576.58	70,103.67
Hourly	10	29.99	31.74	33.52	35.28
Annually		62,590.33	66,242.65	69,957.58	73,630.77
Hourly	11	31.69	33.55	35.40	37.28
Annually		66,138.30	70,020.19	73,881.22	77,804.85
Hourly	12	33.56	35.53	37.50	39.49
Annually		70,041.06	74,152.53	78,264.00	82,417.21
Hourly	13	35.59	37.68	39.76	41.85
Annually		74,277.75	78,639.67	82,980.71	87,342.62
Hourly	14	37.88	40.09	42.34	44.57
Annually		79,057.08	83,669.43	88,365.27	93,019.37
Hourly	15	40.48	42.84	45.22	47.60
Annually		84,483.38	89,408.79	94,375.95	99,343.10
Hourly	16	43.28	45.83	48.37	50.93
Annually		90,327.09	95,649.04	100,950.12	106,292.95

Collective Agreement

SCHEDULE "A" – PAY SCHEDULES 40 HOURS PER WEEK – PERMANENT EMPLOYEES ONLY

March 1, 2016 to August 31, 2016					
40 Hours/Week - Permanent Employees					
		STEP 1	STEP 2	STEP 3	STEP 4
	Range	85%	90%	95%	100%
Hourly	1	12.46	13.19	13.93	14.66
Annually		26,004.52	27,528.06	29,072.47	30,596.01
Hourly	4	23.08	24.46	25.82	27.18
Annually		48,168.88	51,049.00	53,887.37	56,725.75
Hourly	5	24.06	25.44	26.85	28.28
Annually		50,214.18	53,094.30	56,037.02	59,021.49
Hourly	6	25.12	26.60	28.07	29.55
Annually		52,426.44	55,515.26	58,583.21	61,672.03
Hourly	7	26.32	27.85	29.41	30.94
Annually		54,930.89	58,124.06	61,379.85	64,573.02
Hourly	8	27.53	29.16	30.78	32.39
Annually		57,456.21	60,858.09	64,239.09	67,599.23
Hourly	9	28.84	30.52	32.22	33.93
Annually		60,190.23	63,696.46	67,244.43	70,813.27
Hourly	10	30.29	32.06	33.86	35.63
Annually		63,216.44	66,910.50	70,667.17	74,361.24
Hourly	11	32.01	33.89	35.75	37.65
Annually		66,806.15	70,729.79	74,611.68	78,577.06
Hourly	12	33.90	35.89	37.88	39.88
Annually		70,750.66	74,903.87	79,057.08	83,231.16
Hourly	13	35.95	38.06	40.16	42.27
Annually		75,029.09	79,432.74	83,815.53	88,219.18
Hourly	14	38.26	40.49	42.76	45.02
Annually		79,850.15	84,504.25	89,241.83	93,958.54
Hourly	15	40.88	43.27	45.67	48.08
Annually		85,318.20	90,306.22	95,315.12	100,344.88
Hourly	16	43.71	46.29	48.85	51.44
Annually		91,224.52	96,609.08	101,951.90	107,357.34

Collective Agreement

SCHEDULE "A" – PAY SCHEDULES 40 HOURS PER WEEK – PERMANENT EMPLOYEES ONLY

September 1, 2016 to February 28, 2017 40 Hours /Week - Permanaent Employees Only					
		STEP 1	STEP 2	STEP 3	STEP 4
	Range	85%	90%	95%	100%
Hourly	1	12.59	13.32	14.07	14.81
Annually		26,275.83	27,799.37	29,364.65	30,909.06
Hourly	4	23.31	24.71	26.08	27.45
Annually		48,648.90	51,570.76	54,430.00	57,289.25
Hourly	5	24.30	25.69	27.11	28.56
Annually		50,715.07	53,616.06	56,579.65	59,605.86
Hourly	6	25.37	26.87	28.35	29.84
Annually		52,948.20	56,078.76	59,167.58	62,277.27
Hourly	7	26.58	28.13	29.70	31.24
Annually		55,473.52	58,708.44	61,985.09	65,199.13
Hourly	8	27.80	29.45	31.08	32.72
Annually		58,019.71	61,463.33	64,865.20	68,287.95
Hourly	9	29.12	30.83	32.54	34.27
Annually		60,774.60	64,343.44	67,912.28	71,522.86
Hourly	10	30.59	32.38	34.20	35.98
Annually		63,842.55	67,578.36	71,376.77	75,091.70
Hourly	11	32.33	34.23	36.11	38.02
Annually		67,474.00	71,439.38	75,363.01	79,349.26
Hourly	12	34.24	36.25	38.26	40.28
Annually		71,460.25	75,655.20	79,850.15	84,065.97
Hourly	13	36.31	38.44	40.56	42.69
Annually		75,780.42	80,225.82	84,650.34	89,095.74
Hourly	14	38.64	40.89	43.18	45.47
Annually		80,643.23	85,339.07	90,118.39	94,897.71
Hourly	15	41.28	43.70	46.13	48.56
Annually		86,153.01	91,203.65	96,275.16	101,346.66
Hourly	16	44.15	46.75	49.33	51.95
Annually		92,142.82	97,569.12	102,953.68	108,421.73

Collective Agreement

SCHEDULE "A" – PAY SCHEDULES 40 HOURS PER WEEK – PERMANENT EMPLOYEES ONLY

March 1, 2016 to August 31, 2017					
		STEP 1	STEP 2	STEP 3	STEP 4
	Range	85%	90%	95%	100%
Hourly	1	12.78	13.52	14.28	15.03
Annually		26,672.37	28,216.78	29,802.93	31,368.21
Hourly	4	23.66	25.08	26.47	27.86
Annually		49,379.37	52,342.96	55,243.95	58,144.93
Hourly	5	24.66	26.08	27.52	28.99
Annually		51,466.41	54,430.00	57,435.34	60,503.29
Hourly	6	25.75	27.27	28.78	30.29
Annually		53,741.28	56,913.58	60,065.01	63,216.44
Hourly	7	26.98	28.55	30.15	31.71
Annually		56,308.34	59,584.99	62,924.26	66,180.04
Hourly	8	28.22	29.89	31.55	33.21
Annually		58,896.27	62,381.63	65,846.11	69,310.60
Hourly	9	29.56	31.29	33.03	34.78
Annually		61,692.90	65,303.48	68,934.93	72,587.25
Hourly	10	31.05	32.87	34.71	36.52
Annually		64,802.59	68,601.00	72,441.16	76,218.70
Hourly	11	32.81	34.74	36.65	38.59
Annually		68,475.78	72,503.77	76,490.02	80,538.87
Hourly	12	34.75	36.79	38.83	40.88
Annually		72,524.64	76,782.20	81,039.76	85,318.20
Hourly	13	36.85	39.02	41.17	43.33
Annually		76,907.42	81,436.30	85,923.44	90,431.44
Hourly	14	39.22	41.50	43.83	46.15
Annually		81,853.71	86,612.16	91,474.96	96,316.90
Hourly	15	41.90	44.36	46.82	49.29
Annually		87,446.98	92,581.09	97,715.21	102,870.20
Hourly	16	44.81	47.45	50.07	52.73
Annually		93,520.26	99,030.05	104,498.09	110,049.62

Collective Agreement

SCHEDULE "A" – PAY SCHEDULES 35 HOURS PER WEEK – PERMANENT EMPLOYEES ONLY

September 1, 2013 to February 28, 2014 35 Hours/Week - Permanent Employees Only					
		STEP 1	STEP 2	STEP 3	STEP 4
	Range	85%	90%	95%	100%
Hourly	1	11.92	12.61	13.31	14.02
Annually		21,767.83	23,027.88	24,306.19	25,602.76
Hourly	4	22.07	23.38	24.69	25.99
Annually		40,303.35	42,695.62	45,087.89	47,461.90
Hourly	5	23.00	24.33	25.67	27.04
Annually		42,001.68	44,430.47	46,877.53	49,379.37
Hourly	6	24.02	25.43	26.84	28.26
Annually		43,864.36	46,439.25	49,014.13	51,607.28
Hourly	7	25.16	26.63	28.12	29.58
Annually		45,946.19	48,630.64	51,351.62	54,017.81
Hourly	8	26.33	27.88	29.43	30.98
Annually		48,082.79	50,913.34	53,743.89	56,574.44
Hourly	9	27.57	29.18	30.81	32.44
Annually		50,347.23	53,287.35	56,263.99	59,240.63
Hourly	10	28.97	30.66	32.37	34.07
Annually		52,903.86	55,990.07	59,112.80	62,217.27
Hourly	11	30.61	32.40	34.19	36.00
Annually		55,898.76	59,167.58	62,436.41	65,741.76
Hourly	12	32.41	34.32	36.22	38.14
Annually		59,185.85	62,673.81	66,143.52	69,649.74
Hourly	13	34.37	36.39	38.40	40.42
Annually		62,765.12	66,453.96	70,124.54	73,813.39
Hourly	14	36.58	38.72	40.89	43.04
Annually		66,800.93	70,708.92	74,671.68	78,597.93
Hourly	15	39.09	41.37	43.67	45.97
Annually		71,384.59	75,548.24	79,748.41	83,948.58
Hourly	16	41.80	44.27	46.72	49.19
Annually		76,333.49	80,844.10	85,318.20	89,828.81

Collective Agreement

SCHEDULE "A" – PAY SCHEDULES 35 HOURS PER WEEK – PERMANENT EMPLOYEES ONLY

March 1, 2014 to August 31, 2014					
35 Hours /Week - Permanent Employees Only					
		STEP 1	STEP 2	STEP 3	STEP 4
	Range	85%	90%	95%	100%
Hourly	1	11.98	12.67	13.38	14.09
Annually		21,877.40	23,137.45	24,434.02	25,730.59
Hourly	4	22.18	23.50	24.81	26.12
Annually		40,504.23	42,914.76	45,307.03	47,699.30
Hourly	5	23.12	24.45	25.80	27.18
Annually		42,220.82	44,649.61	47,114.93	49,635.03
Hourly	6	24.14	25.56	26.97	28.40
Annually		44,083.50	46,676.65	49,251.54	51,862.94
Hourly	7	25.29	26.76	28.26	29.73
Annually		46,183.59	48,868.04	51,607.28	54,291.74
Hourly	8	26.46	28.02	29.58	31.13
Annually		48,320.19	51,169.00	54,017.81	56,848.36
Hourly	9	27.71	29.33	30.96	32.60
Annually		50,602.89	53,561.27	56,537.91	59,532.82
Hourly	10	29.11	30.81	32.53	34.24
Annually		53,159.52	56,263.99	59,404.98	62,527.72
Hourly	11	30.76	32.56	34.36	36.18
Annually		56,172.68	59,459.77	62,746.86	66,070.47
Hourly	12	32.57	34.49	36.40	38.33
Annually		59,478.03	62,984.26	66,472.22	69,996.71
Hourly	13	34.54	36.57	38.59	40.62
Annually		63,075.57	66,782.67	70,471.51	74,178.62
Hourly	14	36.76	38.91	41.09	43.26
Annually		67,129.64	71,055.89	75,036.91	78,999.68
Hourly	15	39.29	41.58	43.89	46.20
Annually		71,749.83	75,931.73	80,150.16	84,368.59
Hourly	16	42.01	44.49	46.95	49.44
Annually		76,716.98	81,245.86	85,738.21	90,285.35

Collective Agreement

SCHEDULE "A" – PAY SCHEDULES 35 HOURS PER WEEK – PERMANENT EMPLOYEES ONLY

September 1, 2014 to February 28, 2015					
		STEP 1	STEP 2	STEP 3	STEP 4
	Range	85%	90%	95%	100%
Hourly	1	12.10	12.80	13.51	14.23
Annually		22,096.54	23,374.85	24,671.42	25,986.26
Hourly	4	22.40	23.74	25.06	26.38
Annually		40,905.98	43,353.04	45,763.57	48,174.10
Hourly	5	23.35	24.69	26.06	27.45
Annually		42,640.84	45,087.89	47,589.73	50,128.09
Hourly	6	24.38	25.82	27.24	28.68
Annually		44,521.78	47,151.45	49,744.60	52,374.27
Hourly	7	25.54	27.03	28.54	30.03
Annually		46,640.13	49,361.10	52,118.61	54,839.58
Hourly	8	26.72	28.30	29.88	31.44
Annually		48,795.00	51,680.33	54,565.66	57,414.47
Hourly	9	27.99	29.62	31.27	32.93
Annually		51,114.22	54,090.86	57,104.02	60,135.45
Hourly	10	29.40	31.12	32.86	34.58
Annually		53,689.10	56,830.10	60,007.62	63,148.61
Hourly	11	31.07	32.89	34.70	36.54
Annually		56,738.79	60,062.40	63,367.75	66,727.89
Hourly	12	32.90	34.83	36.76	38.71
Annually		60,080.66	63,605.15	67,129.64	70,690.65
Hourly	13	34.89	36.94	38.98	41.03
Annually		63,714.72	67,458.35	71,183.72	74,927.34
Hourly	14	37.13	39.30	41.50	43.69
Annually		67,805.32	71,768.09	75,785.64	79,784.93
Hourly	15	39.68	42.00	44.33	46.66
Annually		72,462.03	76,698.72	80,953.67	85,208.63
Hourly	16	42.43	44.93	47.42	49.93
Annually		77,483.97	82,049.37	86,596.51	91,180.17

Collective Agreement

SCHEDULE "A" – PAY SCHEDULES 35 HOURS PER WEEK – PERMANENT EMPLOYEES ONLY

March 1, 2015 to August 31, 2015					
		STEP 1	STEP 2	STEP 3	STEP 4
	Range	85%	90%	95%	100%
Hourly	1	12.22	12.93	13.65	14.37
Annually		22,315.68	23,612.25	24,927.08	26,241.92
Hourly	4	22.62	23.98	25.31	26.64
Annually		41,307.74	43,791.32	46,220.11	48,648.90
Hourly	5	23.58	24.94	26.32	27.72
Annually		43,060.85	45,544.43	48,064.53	50,621.16
Hourly	6	24.62	26.08	27.51	28.97
Annually		44,960.06	47,626.25	50,237.66	52,903.86
Hourly	7	25.80	27.30	28.83	30.33
Annually		47,114.93	49,854.17	52,648.19	55,387.43
Hourly	8	26.99	28.58	30.18	31.75
Annually		49,288.06	52,191.65	55,113.51	57,980.58
Hourly	9	28.27	29.92	31.58	33.26
Annually		51,625.54	54,638.71	57,670.13	60,738.08
Hourly	10	29.69	31.43	33.19	34.93
Annually		54,218.69	57,396.21	60,610.25	63,787.77
Hourly	11	31.38	33.22	35.05	36.91
Annually		57,304.90	60,665.04	64,006.91	67,403.57
Hourly	12	33.23	35.18	37.13	39.10
Annually		60,683.30	64,244.31	67,805.32	71,402.86
Hourly	13	35.24	37.31	39.37	41.44
Annually		64,353.88	68,134.03	71,895.92	75,676.07
Hourly	14	37.50	39.69	41.92	44.13
Annually		68,481.00	72,480.29	76,552.63	80,588.44
Hourly	15	40.08	42.42	44.77	47.13
Annually		73,192.49	77,465.71	81,757.18	86,066.92
Hourly	16	42.85	45.38	47.89	50.43
Annually		78,250.96	82,871.14	87,454.80	92,093.25

Collective Agreement

SCHEDULE "A" – PAY SCHEDULES 35 HOURS PER WEEK – PERMANENT EMPLOYEES ONLY

September 1, 2015 to February 29, 2016					
		STEP 1	STEP 2	STEP 3	STEP 4
	Range	85%	90%	95%	100%
Hourly	1	12.34	13.06	13.79	14.51
Annually		22,534.81	27,256.74	28,780.28	30,282.95
Hourly	4	22.85	24.22	25.56	26.91
Annually		41,727.76	44,229.60	46,676.65	49,141.97
Hourly	5	23.82	25.19	26.58	28.00
Annually		43,499.13	46,000.97	48,539.33	51,132.48
Hourly	6	24.87	26.34	27.79	29.26
Annually		45,416.60	48,101.05	50,748.99	53,433.44
Hourly	7	26.06	27.57	29.12	30.63
Annually		47,589.73	50,347.23	53,177.78	55,935.28
Hourly	8	27.26	28.87	30.48	32.07
Annually		49,781.12	52,721.24	55,661.36	58,564.95
Hourly	9	28.55	30.22	31.90	33.59
Annually		52,136.87	55,186.56	58,254.50	61,340.71
Hourly	10	29.99	31.74	33.52	35.28
Annually		54,766.54	57,962.32	61,212.88	64,426.92
Hourly	11	31.69	33.55	35.40	37.28
Annually		57,871.01	61,267.67	64,646.06	68,079.24
Hourly	12	33.56	35.53	37.50	39.49
Annually		61,285.93	64,883.46	68,481.00	72,115.06
Hourly	13	35.59	37.68	39.76	41.85
Annually		64,993.03	68,809.71	72,608.12	76,424.80
Hourly	14	37.88	40.09	42.34	44.57
Annually		69,174.94	73,210.75	77,319.61	81,391.95
Hourly	15	40.48	42.84	45.22	47.60
Annually		73,922.96	78,232.69	82,578.96	86,925.22
Hourly	16	43.28	45.83	48.37	50.93
Annually		79,036.20	83,692.91	88,331.36	93,006.33

Collective Agreement

SCHEDULE "A" – PAY SCHEDULES 35 HOURS PER WEEK – PERMANENT EMPLOYEES ONLY

March 1, 2016 to August 31, 2016					
		STEP 1	STEP 2	STEP 3	STEP 4
	Range	85%	90%	95%	100%
Hourly	1	12.46	13.19	13.93	14.66
Annually		22,753.95	24,087.05	25,438.41	26,771.51
Hourly	4	23.08	24.46	25.82	27.18
Annually		42,147.77	44,667.87	47,151.45	49,635.03
Hourly	5	24.06	25.44	26.85	28.28
Annually		43,937.41	46,457.51	49,032.40	51,643.80
Hourly	6	25.12	26.60	28.07	29.55
Annually		45,873.14	48,575.86	51,260.31	53,963.03
Hourly	7	26.32	27.85	29.41	30.94
Annually		48,064.53	50,858.56	53,707.37	56,501.39
Hourly	8	27.53	29.16	30.78	32.39
Annually		50,274.18	53,250.83	56,209.20	59,149.32
Hourly	9	28.84	30.52	32.22	33.93
Annually		52,666.45	55,734.40	58,838.88	61,961.61
Hourly	10	30.29	32.06	33.86	35.63
Annually		55,314.39	58,546.69	61,833.78	65,066.08
Hourly	11	32.01	33.89	35.75	37.65
Annually		58,455.38	61,888.56	65,285.22	68,754.92
Hourly	12	33.90	35.89	37.88	39.88
Annually		61,906.82	65,540.88	69,174.94	72,827.26
Hourly	13	35.95	38.06	40.16	42.27
Annually		65,650.45	69,503.65	73,338.59	77,191.78
Hourly	14	38.26	40.49	42.76	45.02
Annually		69,868.88	73,941.22	78,086.60	82,213.72
Hourly	15	40.88	43.27	45.67	48.08
Annually		74,653.42	79,017.94	83,400.73	87,801.77
Hourly	16	43.71	46.29	48.85	51.44
Annually		79,821.45	84,532.95	89,207.92	93,937.67

Collective Agreement

SCHEDULE "A" – PAY SCHEDULES 35 HOURS PER WEEK – PERMANENT EMPLOYEES ONLY

September 1, 2016 to February 28, 2017					
		STEP 1	STEP 2	STEP 3	STEP 4
	Range	85%	90%	95%	100%
Hourly	1	12.59	13.32	14.07	14.81
Annually		22,991.35	24,324.45	25,694.07	27,045.43
Hourly	4	23.31	24.71	26.08	27.45
Annually		42,567.79	45,124.41	47,626.25	50,128.09
Hourly	5	24.30	25.69	27.11	28.56
Annually		44,375.69	46,914.05	49,507.20	52,155.13
Hourly	6	25.37	26.87	28.35	29.84
Annually		46,329.68	49,068.92	51,771.64	54,492.61
Hourly	7	26.58	28.13	29.70	31.24
Annually		48,539.33	51,369.88	54,236.95	57,049.24
Hourly	8	27.80	29.45	31.08	32.72
Annually		50,767.25	53,780.41	56,757.05	59,751.96
Hourly	9	29.12	30.83	32.54	34.27
Annually		53,177.78	56,300.51	59,423.25	62,582.50
Hourly	10	30.59	32.38	34.20	35.98
Annually		55,862.23	59,131.06	62,454.67	65,705.24
Hourly	11	32.33	34.23	36.11	38.02
Annually		59,039.75	62,509.46	65,942.64	69,430.60
Hourly	12	34.24	36.25	38.26	40.28
Annually		62,527.72	66,198.30	69,868.88	73,557.72
Hourly	13	36.31	38.44	40.56	42.69
Annually		66,307.87	70,197.59	74,069.05	77,958.77
Hourly	14	38.64	40.89	43.18	45.47
Annually		70,562.82	74,671.68	78,853.59	83,035.50
Hourly	15	41.28	43.70	46.13	48.56
Annually		75,383.88	79,803.19	84,240.76	88,678.33
Hourly	16	44.15	46.75	49.33	51.95
Annually		80,624.96	85,372.98	90,084.47	94,869.01

Collective Agreement

SCHEDULE "A" – PAY SCHEDULES 35 HOURS PER WEEK – PERMANENT EMPLOYEES ONLY

March 1, 2016 to August 31, 2017					
		STEP 1	STEP 2	STEP 3	STEP 4
	Range	85%	90%	95%	100%
Hourly	1	12.78	13.52	14.28	15.03
Annually		23,338.32	24,689.68	26,077.56	27,447.18
Hourly	4	23.66	25.08	26.47	27.86
Annually		43,206.95	45,800.09	48,338.46	50,876.82
Hourly	5	24.66	26.08	27.52	28.99
Annually		45,033.11	47,626.25	50,255.92	52,940.38
Hourly	6	25.75	27.27	28.78	30.29
Annually		47,023.62	49,799.38	52,556.88	55,314.39
Hourly	7	26.98	28.55	30.15	31.71
Annually		49,269.80	52,136.87	55,058.72	57,907.53
Hourly	8	28.22	29.89	31.55	33.21
Annually		51,534.24	54,583.92	57,615.35	60,646.77
Hourly	9	29.56	31.29	33.03	34.78
Annually		53,981.29	57,140.55	60,318.06	63,513.84
Hourly	10	31.05	32.87	34.71	36.52
Annually		56,702.27	60,025.88	63,386.01	66,691.36
Hourly	11	32.81	34.74	36.65	38.59
Annually		59,916.31	63,440.80	66,928.76	70,471.51
Hourly	12	34.75	36.79	38.83	40.88
Annually		63,459.06	67,184.43	70,909.79	74,653.42
Hourly	13	36.85	39.02	41.17	43.33
Annually		67,294.00	71,256.76	75,183.01	79,127.51
Hourly	14	39.22	41.50	43.83	46.15
Annually		71,622.00	75,785.64	80,040.59	84,277.28
Hourly	15	41.90	44.36	46.82	49.29
Annually		76,516.10	81,008.46	85,500.81	90,011.43
Hourly	16	44.81	47.45	50.07	52.73
Annually		81,830.23	86,651.29	91,435.83	96,293.42

Collective Agreement

SCHEDULE "A" – PAY SCHEDULES TEMPORARY AND CASUAL EMPLOYEES September 1, 2013 to February 28, 2014

		STEP 1	STEP 2	STEP 3	STEP 4
	Range	85%	90%	95%	100%
Hourly	1	11.51	12.19	12.87	13.55
Hourly	3	20.53	21.75	22.95	24.17
Hourly	4	21.31	22.57	23.82	25.06
Hourly	5	22.17	23.48	24.79	26.09
Hourly	6	23.18	24.53	25.91	27.27
Hourly	7	24.28	25.69	27.13	28.54
Hourly	8	25.41	26.91	28.40	29.91
Hourly	9	26.60	28.18	29.73	31.30
Hourly	10	27.94	29.58	31.24	32.89
Hourly	11	29.53	31.27	33.00	34.73
Hourly	12	31.28	33.13	34.96	36.81
Hourly	13	33.17	35.12	37.06	39.02
Hourly	14	35.30	37.38	39.47	41.53
Hourly	15	37.72	39.93	42.15	44.36
Hourly	16	40.34	42.71	45.09	47.46

Collective Agreement

SCHEDULE "A" – PAY SCHEDULES TEMPORARY AND CASUAL EMPLOYEES March 1, 2013 to August 31, 2014

	Range	STEP 1 85%	STEP 2 90%	STEP 3 95%	STEP 4 100%
Hourly	1	11.57	12.25	12.93	13.62
Hourly	3	20.63	21.86	23.06	24.29
Hourly	4	21.42	22.68	23.94	25.19
Hourly	5	22.28	23.60	24.91	26.22
Hourly	6	23.30	24.65	26.04	27.41
Hourly	7	24.40	25.82	27.27	28.68
Hourly	8	25.54	27.04	28.54	30.06
Hourly	9	26.73	28.32	29.88	31.46
Hourly	10	27.17	28.39	29.96	33.05
Hourly	11	29.68	31.43	33.17	34.90
Hourly	12	31.44	33.30	35.13	36.99
Hourly	13	33.34	35.30	37.25	39.22
Hourly	14	35.48	37.57	39.67	41.74
Hourly	15	37.91	40.13	42.36	44.58
Hourly	16	40.54	42.92	45.32	47.70

Collective Agreement

SCHEDULE "A" – PAY SCHEDULES TEMPORARY AND CASUAL EMPLOYEES

September 1, 2014 to February 28, 2015

	Range	STEP 1 85%	STEP 2 90%	STEP 3 95%	STEP 4 100%
Hourly	1	11.69	12.37	13.06	13.76
Hourly	3	20.84	22.08	23.29	24.53
Hourly	4	21.63	22.91	24.18	25.44
Hourly	5	22.50	23.84	25.16	26.48
Hourly	6	23.53	24.90	26.30	27.68
Hourly	7	24.64	26.08	27.54	28.97
Hourly	8	25.80	27.31	28.83	30.36
Hourly	9	27.00	28.60	30.18	31.77
Hourly	10	28.36	30.03	31.71	33.38
Hourly	11	29.98	31.74	33.50	35.25
Hourly	12	31.07	32.89	34.70	36.54
Hourly	13	33.67	35.65	37.62	39.61
Hourly	14	35.83	37.95	40.07	42.16
Hourly	15	38.29	40.53	42.78	45.03
Hourly	16	40.95	43.35	45.77	48.18

Collective Agreement

SCHEDULE "A" – PAY SCHEDULES TEMPORARY AND CASUAL EMPLOYEES

March 1, 2015 to August 31, 2015

	Range	STEP 1 85%	STEP 2 90%	STEP 3 95%	STEP 4 100%
Hourly	1	11.81	12.49	13.19	13.90
Hourly	3	21.05	22.30	23.52	24.78
Hourly	4	21.85	23.14	24.42	25.69
Hourly	5	22.73	24.08	25.41	26.74
Hourly	6	23.77	25.15	26.56	27.96
Hourly	7	24.89	26.34	27.82	29.26
Hourly	8	26.06	27.58	29.12	30.66
Hourly	9	27.27	28.89	30.48	32.09
Hourly	10	28.64	30.33	32.03	33.71
Hourly	11	30.28	32.06	33.84	35.60
Hourly	12	32.07	33.97	35.83	37.73
Hourly	13	34.01	36.01	38.00	40.01
Hourly	14	36.19	38.33	40.47	42.58
Hourly	15	38.67	40.94	43.21	45.48
Hourly	16	41.36	43.78	46.23	48.66

Collective Agreement

SCHEDULE "A" – PAY SCHEDULES TEMPORARY AND CASUAL EMPLOYEES

September 1, 2015 to February 29, 2016

		STEP 1	STEP 2	STEP 3	STEP 4
	Range	85%	90%	95%	100%
Hourly	1	11.93	12.61	13.32	14.04
Hourly	3	21.26	22.52	23.76	25.03
Hourly	4	22.96	24.32	25.66	27.01
Hourly	5	24.01	25.40	26.83	28.24
Hourly	6	25.14	26.60	28.10	29.55
Hourly	7	26.32	27.86	29.41	30.97
Hourly	8	27.54	29.18	30.78	32.41
Hourly	9	28.93	30.63	32.35	34.05
Hourly	10	30.58	32.38	34.18	35.96
Hourly	11	31.69	33.55	35.40	37.28
Hourly	12	32.39	34.31	36.19	38.11
Hourly	13	34.35	36.37	38.38	40.41
Hourly	14	36.55	38.71	40.87	43.01
Hourly	15	39.06	41.35	43.64	45.93
Hourly	16	41.77	44.22	46.69	49.15

Collective Agreement

SCHEDULE "A" – PAY SCHEDULES TEMPORARY AND CASUAL EMPLOYEES

March 1, 2016 to August 31, 2016

		STEP 1	STEP 2	STEP 3	STEP 4
Hourly	1	12.05	12.74	13.45	14.18
Hourly	3	21.47	22.75	24.00	25.28
Hourly	4	22.29	23.60	24.91	26.21
Hourly	5	23.19	24.56	25.92	27.28
Hourly	6	24.25	25.65	27.10	28.52
Hourly	7	25.39	26.87	28.38	29.85
Hourly	8	26.58	28.14	29.70	31.28
Hourly	9	27.82	29.47	31.09	32.73
Hourly	10	29.22	30.94	32.67	34.39
Hourly	11	30.89	32.70	34.52	36.32
Hourly	12	32.71	34.65	36.55	38.49
Hourly	13	34.69	36.73	38.76	40.81
Hourly	14	36.92	39.10	41.28	43.44
Hourly	15	39.45	41.76	44.08	46.39
Hourly	16	42.19	44.66	47.16	49.64

Collective Agreement

SCHEDULE "A" – PAY SCHEDULES TEMPORARY AND CASUAL EMPLOYEES

September 1, 2016 to February 28, 2017

		STEP 1	STEP 2	STEP 3	STEP 4
	Range				
Hourly	1	12.17	12.87	13.58	14.32
Hourly	3	21.68	22.98	24.24	25.53
Hourly	4	22.51	23.84	25.16	26.47
Hourly	5	23.42	24.81	26.18	27.55
Hourly	6	24.49	25.91	27.37	28.81
Hourly	7	25.64	27.14	28.66	30.15
Hourly	8	26.85	28.42	30.00	31.59
Hourly	9	28.10	29.76	31.40	33.06
Hourly	10	29.51	31.25	33.00	34.73
Hourly	11	31.20	33.03	34.87	36.68
Hourly	12	32.33	34.23	36.11	38.03
Hourly	13	35.04	37.10	39.15	41.22
Hourly	14	37.29	39.49	41.69	43.87
Hourly	15	39.84	42.18	44.52	46.85
Hourly	16	42.61	45.11	47.63	50.14

Collective Agreement

SCHEDULE "A" – PAY SCHEDULES TEMPORARY AND CASUAL EMPLOYEES

March 1, 2017 to August 31, 2017

	Range	STEP 1 85%	STEP 2 90%	STEP 3 95%	STEP 4 100%
Hourly	1	12.35	13.06	13.78	14.53
Hourly	3	22.01	23.32	24.60	25.91
Hourly	4	22.85	24.20	25.54	26.87
Hourly	5	23.77	25.18	26.57	27.96
Hourly	6	24.86	26.30	27.78	29.24
Hourly	7	26.02	27.55	29.09	30.60
Hourly	8	27.25	28.85	30.45	32.06
Hourly	9	28.52	30.21	31.87	33.56
Hourly	10	29.95	31.72	33.50	35.25
Hourly	11	31.67	33.53	35.39	37.23
Hourly	12	33.54	35.53	37.47	39.45
Hourly	13	35.57	37.66	39.74	41.84
Hourly	14	37.85	40.08	42.32	44.53
Hourly	15	40.44	42.81	45.19	47.55
Hourly	16	43.25	45.79	48.34	50.89

Collective Agreement

SCHEDULE B

Grand Fathered Employees as at January 18, 2011

POSITION		EMPLOYEE
Heavy Equipment Operator 1		Wayne Jim
System Maintenance Person 1		Wayne Henderson
Labourer		Robert Quock
The seven-day workweek will not apply to these employees only if they remain in their above-mentioned positions.		

Collective Agreement

Letters of Understanding

Old Number and Name	Number in New Agreement
LOU #1 - Heavy Equipment Operator 2	Delete
LOU #2 - Temporary to Seasonal Transition	LOU #1
LOU #3 - Overtime for Permanent Part Time Aquatic Team	Delete
LOU #4 - Premium for Instructor Lifeguard 1	LOU #2
LOU #5 - Benefit Package Consultation	LOU #3
LOU #6 - Article 2.02 – Permanent Employee	LOU #4
LOU #7 - Grandfathering Shifts for Bylaw Services Constable Bonnie Howell	Delete
LOU #8 - Transition from the Confidential Exclusion Group to PSAC Local Y023	Delete
LOU #9 - Orthodontic Procedures	Lou #5
LOU #10 - Labour/Management Discussion on Flexible Work Hours	Delete
LOU #11 - Pay Notes for conversion to the new grid resulting...	LOU #6
LOU #12 - Step 4 Grandfathering – Acting Pay	LOU #7
LOU #13 - New Employees Hired Post Ratification...	LOU #8
LOU #14 - Accumulative Service – Temporary Employees	Incorporated into Appendix A
LOU #15 – Changes Resulting from JEC	Incorporated into Schedule A
LOU #16 – Changes Resulting from JEC	Incorporated into Schedule A
Lou #17 – Changes Resulting from JEC	Incorporated into Schedule A

Collective Agreement

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.

CITY OF WHITEHORSE	PSAC, LOCAL Y023
Christine Smith, City Manager	Josh Paddon, Regional Representative

Collective Agreement

LETTER OF UNDERSTANDING #2

RE: Premium for Instructor Lifeguard 1

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

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

Sears "I Can Swim" Teacher Course Conductor

Lifesaving Instructor Trainer

National Lifeguard Service Instructor/ Examiner

Standard First Aid/CPR Instructor

Aqua Fitness Instructor 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.

CITY OF WHITEHORSE	PSAC, LOCAL Y023
Christine Smith, City Manager	Josh Paddon, Regional Representative

Collective Agreement

LETTER OF UNDERSTANDING #3

RE: Benefit Package Consultation

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

It is agreed that, prior to the employer soliciting tenders from benefit carriers, the employer shall create an employee committee to review the terms of reference, on which Y023 agrees to participate.

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

IN WITNESS WHEREOF the parties hereto have affixed their signatures by the officers designated in that behalf on the 13th day of August, 2002, and renewed on 15th day of February, 2011 and again on the 4th day of June, 2014.

CITY OF WHITEHORSE	PSAC, LOCAL Y023
Christine Smith, City Manager	Josh Paddon, Regional Representative

Collective Agreement

LETTER OF UNDERSTANDING #4

Re: Article 2.02 – Permanent Employee

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

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

IN WITNESS WHEREOF the parties hereto have affixed their signatures by the officers designated in that behalf on the 24th day of October 2002, renewed on the 15th day of February, 2011 and again on the 4th day of June, 2014.

CITY OF WHITEHORSE	PSAC, LOCAL Y023
Christine Smith, City Manager	Josh Paddon, Regional Representative

Collective Agreement

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 February 15th, 2011 and again on the 4th day of June, 2014.

CITY OF WHITEHORSE	PSAC, LOCAL Y023
Christine Smith, City Manager	Josh Paddon, Regional Representative

Collective Agreement

LETTER OF UNDERSTANDING #6

RE: Reclassification and Job Evaluation

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

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 reclassification) shall receive incremental rate increases and negotiated salary increases on the same basis as if they had not been reclassified.

Vanessa Brault

Wayne Lohnes

Dave Brink

Nick Marnik

Pete Craft

Roxanne McCutcheon

Gail Hogg

Mike Merrett

Victor Hopkins LeCheminant

Donna Sippel

Lyne Leblond

Wanita Yuill

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

CITY OF WHITEHORSE	PSAC, LOCAL Y023
Christine Smith, City Manager	Josh Paddon, Regional Representative

Collective Agreement

LETTER OF UNDERSTANDING #7

Step 4 only Grandfathering – Acting Pay

RE: Acting Pay for pre-conversion Step 4 employees resulting from conversion to the new pay grid following the Job Evaluation Review effective August 31, 2009

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

The below positions are identified as pre-conversion Step 4 only positions:

Position Name	Position Name
Attendant, Facility	Maintenance Person, Outdoor Rinks
Attendant, Facility Park	Maintenance Person, Parks
Concrete Maintenance Person	Maintenance Person, Sign Shop
Crew Leader – Cemetery	Mechanic II, Building Maintenance
Crew Leader – General Maintenance & Playgrounds	Mechanic/Welder, Heavy Duty Equipment
Crew Leader – Grounds	Mechanical Person, Utility
Crew Leader – Trees & Gardens	Operator 1, Heavy Equipment
Electrical Person, Utility	Operator 2, Heavy Equipment
Electrician, Building Maintenance	Operator, Facility
General Maintenance Person, Parks	Operator, Packer
Instructor/Lifeguard	Operator, Parks Water Truck
Irrigation Person, Parks	Supervisor, Building Maintenance
Labourer, Challenge	Supervisor, Equipment Maintenance
Labourer, Operations	Supervisor, Traffic Control
Labourer, Shipyards Park	Supervisor, Transportation
Leadhand, Transportation	Supervisor, Utility Stations
Maintenance Person 1, System	Supervisor, Utility Systems
Maintenance Person 1, Water Meter	Team Leader, Aquatic
Maintenance Person 2, Operations	Technologist II, Public Works (Water & Waste)
Maintenance Person 2, System	Tradesperson, Building Maintenance
Maintenance Person 3, Operations	Utility Electrical Controls Person

The below employees are grandfathered in the following pre-conversion Step 4 only positions:

Last Name	First Name	Job Title
Albisser	David	Public Works Technologist 2
Avano-Nesgaard	Miscal	Aquatic Team Leader

Collective Agreement

Benn	Willy	Labourer - Public Works
Bernier	Edward	Water Meter Maintenance Person 1
Berriman	Sydney	Parks Maintenance Person
Billy	Darrel	Heavy Equipment Operator 2
Birss	David	Labourer - Public Works
Bouvier	Darrell	Heavy Equipment Operator 1
Brault	Vanessa	Labourer - Maintenance & Safety
Braun	Darren	Crew Leader - General Maintenance & Playgrounds
Campbell	Vern	Heavy Duty Equipment Mechanic/Welder
Carey	Wendel	Labourer - Public Works
Carlick	William	Utility Stations Supervisor
Chambers	Lauraine	Facility Parks Attendant & Crew Leader Cemetery (summer)
Collins	Kim	Labourer - Public Works
Cromarty	Dean	Utility Mechanical Person
Dahl	William	Facility Operator
Deforrest	Terry	Labourer - Public Works
Dowden	Dwayne	Packer Operator
Durell	Kye	Instructor Lifeguard 1
Ecker	David	Building Maintenance Tradesperson
Edzerza	James	Heavy Equipment Operator 2
Egglestone	Trent	Heavy Duty Equipment Mechanic/Welder
Forsgren	Keith	Parks General Maintenance Person
Francis	Michael	Aquatic Team Leader
Fraser	Kevin	Facility Attendant
Gartner	Steve	Building Maintenance Electrician
Gobeil	Alexander	Facility Park Attendant
Griffin	Steve	Heavy Duty Equipment Mechanic/Welder
Hanson	Jacob	Facility Attendant
Henderson	Wayne	Systems Maintenance Person 1
Hill	Alan	Heavy Equipment Operator 1
Hill	Peter	Heavy Equipment Operator 2
Huber	Brian	Heavy Equipment Operator 2
Ice-ton	Mark	Systems Maintenance Person 2
Jim	Wayne	Heavy Equipment Operator 1
Johnstone	Derek	Transportation Leadhand
Jordan	Daniel	Public Works Technologist 2
Kazakoff	Wayne	Building Maintenance Tradesperson
Landry	Patrick	Facility Operator

Collective Agreement

Lanigan	Kelly	Systems Maintenance Person 1
Leigh	Richard	Sign Shop Maintenance Person
Lewis	Sarah	Aquatic Team Leader
Lohnes	Wayne	Parks Water Truck Operator
Lowrey	Scott	Outdoor Rink Maintenance Person & Parks Irr. Sp. (summer)
Macdonald	Joseph	Heavy Duty Equipment Mechanic/Welder
Marchewa	John	Heavy Equipment Operator 1
Matechuk	Arkell	Heavy Equipment Operator 1
McEwan	Kelly	Heavy Duty Equipment Mechanic/Welder
McLachlan	Michael	Operations Maintenance Person 2
Michaud	Joseph	Heavy Duty Equipment Mechanic/Welder
Miller	Trevor	Heavy Equipment Operator 2
Mills	Arthur	Operations Maintenance Person 2
Mussnug	Gerry	Parks Maintenance Person
Nakamura	Dean	Instructor Lifeguard 1
Nolan	Garth	Transportation Leadhand
Oates	Kailee	Instructor Lifeguard 1
Oates	Jamie	Utility Electrical Person
Organ	Kathryn	Instructor Lifeguard 1
Ospina	Alejandro	Utility Electrical Person
Piket	Tom	Traffic Control Supervisor
Pilsworth	Heather	Heavy Equipment Operator 1
Ponsioen	Pat	Labourer - Public Works
Qually	Stuart	Building Maintenance Mechanic 2
Quock	Robert	Labourer - Public Works
Raymond	Jeremy	Facility Park Attendant
Redmond	Mike	Building Maintenance Supervisor
Rolls	Denis	Facility Parks Attendant & Crew Leader Grounds (summer)
Row	Liz	Facility Park Attendant
Ruddy	Jack	Instructor Lifeguard 1
Schamber	Troy	Packer Operator
Servatius	Ronald	Building Maintenance Electrician
Smith	Mack	Heavy Duty Equipment Mechanic/Welder
Smith	Damien	Heavy Equipment Operator 1
Smith	Gordon	Transportation Supervisor
Stoker	Real	Systems Maintenance Person 2
Stubbs	Don	Heavy Equipment Operator 1
Thom	Greg	Utility Elect Control Person

Collective Agreement

Vainio	Mark	Utility Systems Supervisor
Wagner	Byron	Systems Maintenance Person 1
West	James	Heavy Equipment Operator 2
Wiens	Gerald	Labourer - Public Works & Concrete Mtce Person (summer)

Acting Pay

If an employee is assigned to a position classification paying a higher job rate than his classified job rate, such an employee shall be paid the job rate for all time worked in such higher paying classification. If an employee works any portion of a shift at a higher job rate than his classified job rate, then he shall be paid the job rate for all hours worked during that shift.

Acting Statutory Holiday Pay

If an employee is assigned to an acting capacity and provided an employee has actually worked in this acting capacity the last shift prior to a statutory holiday and the first shift thereafter, he shall be paid the acting rate for the statutory holiday.

Acting Standby Pay

If the employee in the acting capacity is on standby for one full calendar week, his standby pay will be paid at the acting rate.

If an employee in an acting capacity takes any paid leave during the time he is scheduled to be in the acting capacity, his rate of pay for the paid leave shall be at his regular rate of pay.

The above conditions apply to these employees only if they remain in their above-mentioned positions. Should they move to another position which was previously Step 4 only, the other LOU would apply.

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.

CITY OF WHITEHORSE	PSAC, LOCAL Y023
Christine Smith, City Manager	Josh Paddon, Regional Representative

Collective Agreement

LETTER OF UNDERSTANDING #8

New Employees Hired into Pre-conversion Step 4 only Positions

RE: Acting Pay for employees hired post ratification of contract effective September 1, 2009, in pre-conversion Step 4 only positions (pre-conversion refers to JE Review of August 31, 2009)

BY AND BETWEEN: THE CITY OF WHITEHORSE

AND: PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL Y023

The below positions are identified as pre-conversion Step 4 only positions:

Position Name	Position Name
Building Maintenance Electrician	Labourer (Parks & Recreation Dept)
Building Maintenance Mechanic II	Operations Maintenance Person 2
Building Maintenance Supervisor	Utility Mechanical Person
Building Maintenance Tradesperson	Operations Maintenance Person 3
Challenge Labourer	Outdoor Rinks Maintenance Person
Concrete Maintenance Person	Packer Operator
Crew Leader- Cemetery	Parks General Maintenance Person
Crew Leader – Grounds	Parks Maintenance Person
Crew Leader - General Maintenance & Playgrounds	Parks Irrigation Person
Utility Electrical Person AND Utility Electrical Controls Person	Parks Water Truck Operator
Utility Electrical Person	Parks Water Truck Operator
Equipment Maintenance Supervisor	Public Works Technologist II
Facility Attendant	Shipyards Park Labourer
Facility Operator	Sign Shop Maintenance Person
Facility Parks Attendant	Systems Maintenance Person 1
Heavy Duty Equipment Mechanic/Welder	Systems Maintenance Person 2
Heavy Equipment Operator 1	Traffic Control Supervisor
Heavy Equipment Operator 2	Transportation Leadhand
Instructor Lifeguard 1	Transportation Supervisor
Aquatic Team Leader	Utility Stations Supervisor
Labourer(Public Works)	Utility Systems Supervisor
Labourer (Maintenance & Safety)	Water Meter Maintenance Person 1

Acting Pay

Employees in the above positions who are temporarily assigned to a classification having a higher salary range shall receive an increase to the same step in the salary range for the new classification, for all time worked in such higher paying classification. If an employee works any portion of a shift at a higher wage rate or salary than his classified wage rate or salary, then he shall be paid the higher wage rate or salary for all hours worked during that shift.

Acting Statutory Holiday Pay

Collective Agreement

If an employee is assigned to an acting capacity and provided an employee has actually worked in this acting capacity the last shift prior to a statutory holiday and the first shift thereafter, he shall be paid the acting rate for the statutory holiday.

Acting Standby Pay

If the employee in the acting capacity is on standby for one (1) full calendar week, his standby pay will be paid at the acting rate.

If an employee in an acting capacity takes any paid leave during the time he is scheduled to be in the acting capacity, his rate of pay for the paid leave shall be at his regular rate of pay.

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.

CITY OF WHITEHORSE	PSAC, LOCAL Y023
Christine Smith, City Manager	Josh Paddon, Regional Representative

Collective Agreement

LETTER OF UNDERSTANDING #9

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.

Collective Agreement

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

CITY OF WHITEHORSE	PSAC, LOCAL Y023
Christine Smith, City Manager	Josh Paddon, Regional Representative