

CITY OF WHITEHORSE
REGULAR Council Meeting #2014-26

DATE: Monday, November 24, 2014

TIME: 5:30 p.m.

Mayor Dan Curtis
Deputy Mayor Dave Stockdale
Reserve Deputy Mayor Betty Irwin

AGENDA

CALL TO ORDER 5:30 p.m.

AGENDA: Adoption

PROCLAMATIONS: Accessible Parking Awareness Week (November 24-28)

MINUTES: Regular Council Meeting #2014-25 dated November 10, 2014

DELEGATIONS: Keith Halliday & Nils Clarke (McBride Museum) – City Grantmaking Policies
Public Input into Capital Budget (2015-2018 Capital Plan)

PUBLIC HEARING:

**COMMITTEE
REPORTS:**

Corporate Services – *Councillors Gladish & Curteanu*

Third Quarter Capital Variance Report

Third Quarter Operating Variance Report – For Information Only

City Planning – *Councillors Cameron & Stockdale*

Request for Concurrence – Bell Mobility Tower

City Operations – *Councillors Irwin & Gladish*

Community Services – *Councillors Streicker & Irwin*

Public Health & Safety – *Councillors Stockdale & Streicker*

Development Services – *Councillors Curteanu & Cameron*

NEW & UNFINISHED

BUSINESS: City Grantmaking Policies

BYLAWS: 2014-30 – Firefighter Collective Agreement 3rd Reading
2014-38 – Subdivision Naming (Range Point – Range Road North) 3rd Reading

ADJOURNMENT:



PROCLAMATION
ACCESSIBLE PARKING AWARENESS WEEK
November 24 – 28, 2014

WHEREAS accessible parking stalls are designated for people who need them;
and

WHEREAS people who have legitimate parking placards need larger stalls to load and unload devices such as walkers and wheelchairs, and also need unobstructed access to curb cuts; and

WHEREAS people who illegally use accessible stalls may force individuals with disabilities to walk distances beyond restrictions that are specified by a medical practitioner, thus putting themselves at risk; and

WHEREAS unauthorized use of designated accessible parking stalls not only puts individuals with disabilities in a difficult position but is also illegal; and

WHEREAS lazy is not a disability; and

WHEREAS Accessible Parking Awareness Week reminds us that accessible parking stalls are provided for people with a genuine need for these designated spaces;

NOW THEREFORE I, Mayor Dan Curtis, do hereby proclaim November 24th to 28th, 2014 to be ***Accessible Parking Awareness Week*** in the City of Whitehorse.

Dan Curtis
Mayor

MINUTES of **REGULAR** Meeting #2014-26 of the council of the City of Whitehorse called for 5:30 p.m. on Monday, November 10, 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: Acting City Manager Mike Gau
Acting Director of Community and Recreation Services Chris Milner
Director of Corporate Services Robert Fendrick
Director of Infrastructure and Operations Brian Crist

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

CALL TO ORDER

2014-26-01

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

AGENDA

Carried Unanimously

2014-26-02

It was duly moved and seconded
THAT the minutes of the Regular Council Meeting dated October 27,
2014 be adopted as presented.

MINUTES

October 27, 2014

Carried Unanimously

2014-26-03

It was duly moved and seconded
THAT the minutes of the Special Council Meeting dated November 3,
2014 be adopted as presented.

MINUTES

November 3, 2014

COMMITTEE REPORTS

Corporate Services Committee

Activity reports for August, September and October 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 Departments.

ACTIVITY REPORTS
For Information Only

Administration confirmed that its work is well under way in preparation for next year's municipal election, including implementation of electronic voting, computerized polling stations, and an agreement with Canada to use federal enumeration information.

Issues Arising from
the Activity Reports

Administration confirmed that virtual City Hall online services should be available to the public early in 2015.

City Planning Committee

Mayor Curtis proclaimed November 7, 2014 to be World Town Planning Day in the City of Whitehorse

PROCLAMATION

Barbara Adams and Jennifer Dagg presented four resolutions passed by the Downtown Residents Association requesting action as follows:

1. That the City of Whitehorse and Government of Yukon work together to make land available for development as per the Downtown South Master Plan.
2. That the City of Whitehorse carry out modifications to the traffic circle on Sixth Avenue at Black Street as soon as possible to make the intersection safe for all users.
3. That the City of Whitehorse and Government of Yukon provide leadership in supporting and maintaining recycling in the City; and
4. That the City of Whitehorse develop a plan to augment and connect the Downtown walking and biking trail networks, including but not limited to a second connector up the clay cliffs in Downtown South, a connector trail along Spook Creek from Two Mile Hill to Quartz Road, and the extension of the paved path at the bottom of the escarpment north from Black Street and south from Hanson Street.

DOWNTOWN
RESIDENTS
ASSOCIATION
For Information Only

The delegates confirmed that concerns have been expressed regarding vacant lots in the downtown area, and the Residents Association encourages the development of these lots.

2014-26-04

It was duly moved and seconded
THAT Bylaw 2014-38, a bylaw to officially name the neighbourhood on Range Road east of Mountain View Drive as "Range Point be brought forward for due consideration under the bylaw process

BRING FORWARD
BYLAW TO NAME
NEIGHBOURHOOD
AREA

Carried Unanimously

2014-26-05

It was duly moved and seconded THAT the 2014 – 2017 capital budget be amended by reducing project 720c00412, Industrial Land Study, by \$28,542.93, and adding a new a new project, LiDAR Data, in the amount of \$28,542.93, funded from the General Reserve.

BUDGET AMENDMENT
2014 LIDAR PROJECT

Carried Unanimously

An activity report for August, September and October 2014 was received from the Planning Services Department.

ACTIVITY REPORT
For Information Only

City Operations Committee

Activity reports for August, September and October 2014 were received from the Director of Infrastructure and Operations, and the Engineering, Operations, and Water and Waste Services Departments.

ACTIVITY REPORTS
For Information Only

Community Services Committee

Council noted that the Child Development Centre is celebrating 35 years of service in Yukon. The Child Development Centre is a not-for-profit organization that proudly works with families and community members to provide early support and therapeutic services to Yukon children from birth to school age. Services offered include assessment, follow-up programming, and groups for children and parents. The services are confidential and free of charge, available at the Centre, in homes, or as part of child care programs, and are offered in all rural communities.

CHILD DEVELOPMENT
CENTRE ANNIVERSARY
For Information Only

Harold Sher, representing Big Brothers and Big Sisters Yukon, advised the Committee that the operator of the bowling lanes is unable to maintain the facility to City standards. Mr. Sher noted that bowling has a long history as a recreational activity in Whitehorse, and requested the City's support to ensure that the lanes can continue to operate. He noted that further analysis will be required to identify the full amount of funding needed, and that support will also be needed from other sources including the Government of Yukon. Committee members expressed support for Big Brothers and Big Sisters Yukon but noted that a capital expenditure of this nature would be problematic for the City.

BIG BROTHERS AND BIG
SISTERS YUKON
For Information Only

Keith Lay expressed great concern with legitimizing off-road vehicle use in the area of the Rotary Centennial Bridge. He stated the opinion that this use is not consistent with the original intent that the bridge would be for pedestrian and non-motorized use.

KEITH LAY
For Information Only

2014-26-06

It was duly moved and seconded
 THAT the allocation of \$41,840.00 for Category 1 Fall Recreation
 Grants be approved as recommended; and

THAT any unexpended recreation grant funds and any refunds
 received prior to year-end be authorized for re-budgeting to 2015.

<u>Grant Recipient</u>	<u>Grant Amount</u>	
Arctic Edge Skating Club Yukon Championships, Test Day	\$8,370.00	
Chickadees Playschool Association Supplies / Field Trips	\$1,830.00	
Japanese Canadian Association of Yukon Festival of Taiko Drumming	\$2,000.00	
Learning Disabilities Association of Yukon Camp Raven	\$10,000.00	
Nakai Theatre Ensemble 24 Hour Playwriting Competition and Cabaret	\$4,000.00	
Romp 'N' Run c/o April Hanna Rent	\$840.00	
Rotary Club of Whitehorse 2015 Rotary Music Festival	\$2,500.00	
Tia Chi Yukon Fall Seminar	\$300.00	
Yukon Art Society Arts Underground Recreational-Educational Program	<u>\$12,000.00</u>	
Total	\$41,840.00	
	Carried (6 – 1)	

FALL RECREATION
 GRANTS ALLOCATIONS

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

Recorded Vote

OPPOSED: Councillor Stockdale

Council members discussed grant allocations above the typical pattern
 of previous years just because funds are available. The consensus
 was that meeting the requests of eligible organizations with available
 funds is appropriate in light of the scale backs of previous years.

Discussion

2014-26-07

THAT Tayler Vallevand-Vance be appointed to the Canadian Coalition
 of Municipalities Against Racism and Discrimination Advisory
 Committee for a two-year term expiring October 31, 2016.

CITIZEN APPOINTMENT
 TO CCMARD
 ADVISORY COMMITTEE

Carried Unanimously

Activity reports for August to October were received from the Director of Community and Recreation Services, Recreation and Facility Services, Outreach and Events, Parks and Trails, and the Transit Department.

ACTIVITY REPORTS
For Information Only

The Committee advised that a memorial bench will be unveiled at the Canada Games Centre in recognition of Kelly Patrick. The bench will be part of a special area that will be dedicated as “Kelly’s Corner”.

KELLY’S CORNER
For Information Only

Public Health and Safety Committee

Activity reports for August, September and October 2014 were received from Bylaw Services and the Fire Department.

ACTIVITY REPORTS
For Information Only

The Committee was advised that MADD Canada’s Project Red Ribbon campaign in support of sober driving launched this weekend and will run until January 5, 2015. It was noted that the red ribbon is a small but powerful symbol to remind us that deaths and injuries resulting from impairment-related crashes are needless and preventable.

RED RIBBON CAMPAIGN
For Information Only

Development Services Committee

2014-26-08

It was duly moved and seconded
THAT Environmental Grant allocations in the amount of \$11,450.00 be approved as recommended by the review committee:

<u>Grant Recipient</u>	<u>Grant Amount</u>
Friends of McIntyre Creek Eco Forum	\$1,250.00
Science Adventures All Girls Science Club	\$1,420.00
Yukon Conservation Society Yukon’s Energy Solutions (YES) Showcase	\$3,450.00
RPAY Cycle Smart for Yukon Kids	\$ <u>5,330.00</u>
Total	\$11,450.00

ENVIRONMENTAL
GRANT ALLOCATIONS

Carried Unanimously

Councillor Gladish declared a conflict with the next item of business and left Council Chambers during discussion of the matter.

Conflict Declared

2014-26-09

It was duly moved and seconded
THAT an Environmental Grant to the Whitehorse Cross Country Ski Club in the amount of \$3,200.00 be approved as recommended for the replacement of ski trail lights.

ENVIRONMENTAL
GRANT TO CROSS
COUNTRY SKI CLUB

Carried Unanimously

Councillor Gladish returned to Council Chambers

Conflict Over

Activity reports for August, September and October 2014 were received from the Director of Development Services, the Economic Development Coordinator and the Environmental Sustainability Department.

ACTIVITY REPORTS
For Information Only

The Manager of Environmental Sustainability was commended for her excellent service to the City and the community at large.

Staff Member Commended

Budget Committee

Mayor Curtis presented the 2015 – 2018 Capital Expenditure Plan and tabled a budget that will invest \$30 million in critical infrastructure projects to improve City operations and services for citizens. This is a substantial investment in infrastructure that is needed to deliver key municipal services such as water and waste systems, roads, recreation and fire protection.

2015 – 2018 CAPITAL
EXPENDITURE PLAN

Budget Address

NEW & UNFINISHED BUSINESS

2014-26-10

It was duly moved and seconded
THAT Bylaw 2014-30, a bylaw to adopt the Collective Agreement between the City of Whitehorse and the International Association of Firefighters, Local 2217, be brought forward for due consideration under the bylaw process.

BRING FORWARD
BYLAW TO ADOPT THE
IAFF COLLECTIVE
AGREEMENT

Carried Unanimously

BYLAWS

2014-26-11

It was duly moved and seconded
THAT Bylaw 2014-30, a bylaw to adopt the Collective Agreement between the City of Whitehorse and the International Association of Firefighters, Local 2217, be given first reading.

BYLAW 2014-30

IAFF COLLECTIVE
AGREEMENT

FIRST READING

Carried Unanimously

2014-26-12

It was duly moved and seconded
THAT Bylaw 2014-30 be given second reading

SECOND READING

Carried Unanimously

2014-26-13

It was duly moved and seconded
THAT Bylaw 2014-38, a bylaw to officially name the neighbourhood
located on Range Road east of Mountain View Drive as “Range Point”,
be given first reading.

BYLAW 2014-38

NAMING BYLAW
Range Point
Neighbourhood

FIRST READING

Carried Unanimously

2014-26-14

It was duly moved and seconded
THAT Bylaw 2014-38 be given second reading

SECOND READING

Carried Unanimously

2014-26-15

It was duly moved and seconded
THAT Bylaw 2014-34, a bylaw to adopt a capital expenditure plan for the
years 2015 to 2018, be given first reading.

BYLAW 2014-34

CAPITAL EXPENDITURE
PLAN 2015 – 2018

FIRST READING

Carried Unanimously

There being no further business, the meeting adjourned at 6:23 p.m.

ADJOURNMENT

Mayor

City Clerk

ADOPTED by resolution at Meeting #2014-27 dated



Minutes of the meeting of the Corporate Services Committee

Date	November 17, 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 Chris Milner, Acting Director of Community and Recreation Services Mike Gau, Director of Development Services Brian Crist, Director of Infrastructure and Operations

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

1. Third Quarter Capital Variance Report

Capital budget projections submitted by department managers were reviewed by the Financial Services Department, and a summary was prepared of capital projects that have been identified as complete or under budget. As a result, some funds can remain in the City's reserves for future use and some outside source funding can be released for potential future applications. Amendments to the capital plan in the amount of \$242,569.00 are proposed.

Recommendation

THAT the 2014 – 2017 Capital Budget be amended with respect to a number of capital projects as presented, with funding in the amount of \$215,838.00 returning to various reserves and \$26,731.00 in outside source funding released for application to future projects.

2. Third Quarter Operating Variance Report – For Information Only

The Financial Services Department reviewed operating budget projections submitted by department managers and has provided a forecast of operating results to the end of the 2014 fiscal year. The third quarter variance projection is that total operating revenues will be under budget by \$3,515,736.00 and expenses under budget by \$3,756,572.00. Therefore, operating projections to December 31, 2014 as compared to the revised budget indicate an operating surplus of \$240,836.00 for the corporation.

Administration confirmed that

- The electrical audit initiative determined that a better understanding of load on the system will inform future budgeting efforts; and
- Capital budget variances require a resolution to reallocate funds, but operating budget variances are only projections at this time and no re-allocation decisions are required.



Minutes of the meeting of the City Planning Committee

Date November 17, 2014

Location Council Chambers, City Hall

Committee Members Present
Councillor Kirk Cameron – Chair
Councillor Dave Stockdale – 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
Chris Milner, Acting Director of Community and Recreation Services
Mike Gau, Director of Development Services
Brian Crist, Director of Infrastructure and Operations
Patrick Ross, Manager of Planning Services

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

1. Request for Concurrence – Bell Mobility Tower (30 Electra Crescent)

To improve wireless service to the airport as well as nearby businesses and residents, Bell Mobility Inc. has applied to construct a monopole telecommunication tower, complete with a small utility building, fencing and lighting, on property leased from the Government of Yukon in the vicinity of the Whitehorse Airport. The site is located south of the Transportation Museum along the northern boundary of the parking lot for the Beringia Centre. In the absence of a municipal telecommunications protocol, Bell followed Industry Canada's Default Public Consultation Process. Installation of the proposed tower may only commenced after the proponent has concluded consultation with the land use authority, carried out public consultation where required, and addressed all reasonable and relevant concerns. Conclusion of consultation with the local land use authority can be demonstrated by Council passing a resolution to provide its concurrence to the proposal and notification process. Bell has concluded Industry Canada's notification process for this site and is now seeking Council's concurrence to the proposal for the installation of this tower.

Brock Enderton of Bell Mobility and Kiersten Enemark of Standard Land Co. spoke in support of the application and provided details regarding the consultation process.

Janna Powell, representing the Yukon Transportation Museum, also supported the application, noting that it is consistent with their mandate and will provide alternate revenue for the museum's operations.

Jim Gilpin spoke in support of the application and noted that the Government of Yukon's facilitation of site location lead to a positive result.

Recommendation

THAT Bell Mobility Inc. be advised that:

1. The City of Whitehorse is satisfied that Bell has adequately completed consultation with the City with respect to the proposal to construct a wireless telecommunications facility at 30 Electra Crescent on the Whitehorse Airport property; and
2. The City of Whitehorse concurs with Bell's proposal to construct a wireless telecommunications facility at 30 Electra Crescent, Whitehorse, Yukon Territory, Y1A 6E6, provided it is constructed substantially in accordance with the plans submitted.

2. Building Consolidation Open House – For Information Only

The Committee encouraged members of the public to attend an Open House with respect to the Building Consolidation Project that will be held in Council Chambers at City Hall on Wednesday, November 19th between 5:00 and 7:00 p.m.



Minutes of the meeting of the City Operations Committee

Date	November 17, 2014
Location	Council Chambers, City Hall
Committee Members Present	Councillor Betty Irwin – Chair Councillor Mike Gladish – Vice Chair Mayor Dan Curtis Councillor Kirk Cameron Councillor Jocelyn Curteanu Councillor Dave Stockdale Councillor John Streicker
Staff Present	Christine Smith, City Manager Robert Fendrick, Director of Corporate Services Chris Milner, Acting Director of Community and Recreation Services Mike Gau, Director of Development Services Brian Crist, Director of Infrastructure and Operations

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

1. **Sidewalk Maintenance** – For Information Only

The Committee reminded the public that sidewalks located adjacent to their businesses or properties must be maintained during the winter, and encouraged everyone to comply in order to keep the sidewalks available for use.



Minutes of the meeting of the Community Services Committee

Date	November 17, 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 Dave Stockdale Councillor John Streicker
Staff Present	Christine Smith, City Manager Robert Fendrick, Director of Corporate Services Chris Milner, Acting Director of Community and Recreation Services Mike Gau, Director of Development Services Brian Crist, Director of Infrastructure and Operations

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

1. Remembrance Day Ceremonies – For Information Only

The Committee commended this year's Remembrance Day ceremonies and noted that the Royal Canadian Legion has also commended the City's efforts to make the ceremonies a success.



**Minutes of the meeting of the
Public Health and Safety Committee**

Date November 17, 2014

Location Council Chambers, City Hall

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

Staff Present Christine Smith, City Manager
Robert Fendrick, Director of Corporate Services
Chris Milner, Acting Director of Community and Recreation Services
Mike Gau, Director of Development Services
Brian Crist, Director of Infrastructure and Operations

Your Worship, there is no report from the Public Health and Safety Committee



Minutes of the meeting of the Development Services Committee

Date	November 17, 2014
Location	Council Chambers, City Hall
Committee Members Present	Councillor Jocelyn Curteanu – Chair Councillor Kirk Cameron – Vice Chair Mayor Dan Curtis Councillor Mike Gladish Councillor Betty Irwin Councillor Dave Stockdale Councillor John Streicker
Staff Present	Christine Smith, City Manager Robert Fendrick, Director of Corporate Services Chris Milner, Acting Director of Community and Recreation Services Mike Gau, Director of Development Services Brian Crist, Director of Infrastructure and Operations

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

1. Sustainability Award – For Information Only

The Committee noted that the City of Whitehorse will be receiving the prestigious Federation of Canadian Municipalities Award for Sustainability. This award recognizes the great strides that the City has made with respect to solid waste issues and the lead role played by the City of Whitehorse with waste diversion initiatives.

2. Community Events – For Information Only

The Committee noted that the Geoscience Forum is now under way in the City, with a focus on progressive partnerships. First Nations leadership and partnerships with industry will be highlighted.

There being no further business, the meeting adjourned at 6:26 p.m.

ADMINISTRATIVE REPORT

TO: Mayor and Council
FROM: Administration
DATE: November 24, 2014
RE: City Grantmaking Policies

ISSUE

Bring forward policies to improve grant equitability

REFERENCE

- *Municipal Act S. 245 (RSY 2002)*
- Draft Municipal Charges and Community Service Grants Policy
- Draft City Grantmaking Policy
- Stakeholder Engagement Report (October 2014)

BACKGROUND

A review of the City's grants was identified as a task on the strategic priorities chart early in this Council's term of office

Administration worked with Council over the winter and spring of 2013–14 to develop drafts of a new Municipal Charges and Community Services Grants Policy and an omnibus City Grantmaking Policy

In June, to allow time for consultation with stakeholders, Council postponed adoption of the new policies and directed that they be brought forward on September 15, 2014.

Council was provided with an update at a Council and Senior Management meeting on September 9th. It was recommended at that time that adoption be further postponed to November 24th to allow time for further consultation with all the stakeholders.

A report and analysis has been prepared based on the significant amount of consultation that took place during the summer and fall of 2014

ALTERNATIVES

1. Approve the draft City Grantmaking Policy and the draft Municipal Charges and Community Service Grant Policy with the new approach – Option B(2)
2. Propose further amendments and approve the amended policies
3. Continue to fund organizations in the same manner (status quo)
4. Refer the policies back to administration

ANALYSIS

New Approach – Option B (2)

This draft policy substantially changes the existing Community Service Grants Policy by applying a completely new formula to all applicants.

Administration is recommending option 'B' from the original options for the Municipal Charges and Community Service Grant draft Policy along with some proposed amendments as follows:

- A sliding scale approach, known as Option B(2), Appendix 1
 - 100% grant if current assets and revenues total \$500,000 or less
 - then 100% on \$500,000 and 50% on the remainder less than \$1,000,000
 - and then 50% if the total is over \$1,000,000
- A phased-in approach to introduce the policy over 4 years which is proposed at 75%, 50%, and 25% with the full 100% impact in year 4.

Under this approach it is proposed that Council would be requested to approve an unbudgeted amount to cover the costs that are over the budget during the phase-in period.

Continue to fund organizations in the same manner (status quo)

The current Community Service Grants Policy was adopted in 1997 and in the elapsed time Council has been faced with funding significant overages to accommodate the groups. This could only be expected to continue without any policy changes.

Similarly, the municipal charges grants that have been grandfathered year-to-year reward organizations that do not meet any specific policy or criteria. Without proper rationale, some of these will continue to receive considerably more grant funds than can be considered equitable.

The current policy and grandfathering provisions do not meet Council's stated goals of providing fairness, equity, and funding to those groups that need it the most.

ADMINISTRATIVE RECOMMENDATION

THAT the Municipal Charges and Community Service Grants Policy dated November 2014 be adopted as presented; and

THAT the City Grantmaking Policy dated November 2014 be adopted as presented.

Appendix 1: Option B (2): Sliding Scale

Tax Grants:	Current Tax Grant	New Formula Data				Less Than \$500,000	\$500,000 to \$1,000,000	Greater Than \$1,000,000	Potential Tax Grant	Reduction
		Revenues	Current Assets	Revenues plus Current Assets	Current Assets					
Biathlon Yukon - 2014	\$ 3,247	\$ 75,832	\$ 20,531	\$ 96,363	1	0	0	\$ 3,247	\$ -	
Blood Ties - 2014	\$ 1,515	\$ 607,604	\$ 199,811	\$ 807,415	0	1	0	\$ 1,227	\$ 288	
Challenge Disability Resource Group - 2013	\$ 5,022	\$ 1,307,044	\$ 513,046	\$ 1,820,090	0	0	1	\$ 2,511	\$ 2,511	
Food Bank	\$ 3,913	\$ 498,000	\$ 5,788	\$ 503,788	0	1	0	\$ 3,899	\$ 15	
Golden Age Society - 2014	\$ 3,991	\$ 70,682	\$ 28,736	\$ 99,419	1	0	0	\$ 3,991	\$ -	
Guild Society - 2014	\$ 15,477	\$ 223,291	\$ 51,198	\$ 274,489	1	0	0	\$ 15,477	\$ -	
Habitat for Humanity - 2013	\$ 1,309	\$ 1,100,455	\$ 1,262,501	\$ 2,362,956	0	0	1	\$ 655	\$ 655	
Humane Society Yukon - 2014	\$ 5,948	\$ 408,627	\$ 79,839	\$ 488,466	1	0	0	\$ 5,948	\$ -	
Kaushee's Place Housing Society - 2014	\$ 6,784	\$ 217,232	\$ 101,070	\$ 318,302	1	0	0	\$ 6,784	\$ -	
Log Church Diocese of Yukon	\$ 1,395								unknown	
MacBride Museum Society - 2013	\$ 27,014	\$ 616,247	\$ 152,901	\$ 769,148	0	1	0	\$ 22,287	\$ 4,726	
Many Rivers - 2014	\$ 5,428	\$ 2,321,825	\$ 446,152	\$ 2,767,977	0	0	1	\$ 2,714	\$ 2,714	
Mayhouse - 2013	\$ 2,557	\$ 39,994	\$ 68,742	\$ 108,736	1	0	0	\$ 2,557	\$ -	
Salvation Army	\$ 12,564								unknown	
Softball Yukon - 2013	\$ 9,559	\$ 573,198	\$ 984,417	\$ 1,557,615	0	0	1	\$ 4,780	\$ 4,780	
Teegatha Oh Zeh - 2014	\$ 7,187	\$ 1,607,239	\$ 496,364	\$ 2,103,603	0	0	1	\$ 3,594	\$ 3,594	
Victoria Faulkner - 2014	\$ 2,490	\$ 502,065	\$ 94,287	\$ 596,352	0	1	0	\$ 2,289	\$ 201	
Whitehorse Aboriginal Women's Circle - 2014	\$ 422	\$ 152,836	\$ 58,789	\$ 211,624	1	0	0	\$ 422	\$ -	
Whitehorse Rifle and Pistol Club - 2013	\$ 5,505	\$ 81,996	\$ 169,220	\$ 251,216	1	0	0	\$ 5,505	\$ -	
Yukon Association of Community Living - 2014	\$ 978	\$ 165,798	\$ 44,083	\$ 209,881	1	0	0	\$ 978	\$ -	
Yukon Historical & Museums - 2014	\$ 1,977	\$ 218,947	\$ 62,394	\$ 281,341	1	0	0	\$ 1,977	\$ -	
Yukon Horse & Rider Association - 2013	\$ 1,408	\$ 29,092	\$ 15,716	\$ 44,808	1	0	0	\$ 1,408	\$ -	
Yukon Hospice Society	\$ 2,128	\$ 272,747	\$ 153,527	\$ 426,274	1	0	0	\$ 2,128	\$ -	
Yukon Transportation Museum - 2013	\$ 25,477	\$ 434,801	\$ 76,600	\$ 511,401	0	1	0	\$ 25,193	\$ 284	
Yukon Women's Transition Home - 2014	\$ 6,740	\$ 1,632,856	\$ 583,864	\$ 2,216,720	0	0	1	\$ 3,370	\$ 3,370	
Total	\$ 160,037							\$ 122,940	\$ 23,137	

DRAFT

CITY OF WHITEHORSE COUNCIL POLICY

POLICY: Municipal Charges and Community Service Grants

PURPOSE: To provide guidelines for grant applications to the City under the Municipal Charges and Community Service Grants Policy.

AUTHORITY: Council Resolution # dated

MUNICIPAL CHARGES AND COMMUNITY SERVICE GRANTS POLICY

Background

The *Municipal Act* provides that Council may by bylaw make grants to any person or association of persons. Council has budgeted funds for grants to community service groups and established guidelines for the review of applications for these funds and for administrative recommendations to Council.

In the form of leases and resolutions, Council has:

- established a policy of granting property taxes and other specific municipal charges to non-profit charitable and/or recreational organizations that lease municipally-owned property; and
- deemed certain organizations to be special cases warranting the granting of taxes and other municipal charges.

This policy sets the criteria for administrative recommendations to Council.

Definitions

"Administration" means the Treasurer of the City of Whitehorse or an authorized delegate.

"City" means the City of Whitehorse.

"Council" means the Council of the City of Whitehorse.

"General municipal property taxes" means property taxes levied by the City on property used by an organization entirely for the provision of the service or benefit offered by the organization to the community, and does not include any overdue charges transferred to or outstanding on the property tax account.

"Utilities" means water, sewer or solid waste user fees levied by the City on property used by an organization entirely for the provision of the service or benefit offered by the organization to the community.

Eligibility Criteria for Community Service Grants

1. Non-profit, religious, recreational and/or charitable Whitehorse organizations registered and in good standing under the *Societies Act*, primarily concerned with:
 - Providing services to disadvantaged members of the community of Whitehorse, including but not limited to the elderly, persons with disabilities, low income or special needs persons; and
 - Providing general services to the community of Whitehorse, including but not limited to organizations that lease municipally owned property, museums, and animal shelter facilities.
2. Organizations providing services to the medically ill or those incarcerated as a result of a Criminal Code conviction are not eligible.

Eligible Purposes

3. Grants are available with respect to municipal taxes or rent paid in lieu of taxes.

Grant Fund

4. Council may annually identify an amount in the City's operating and maintenance budget from which grants approved under the provisions of this policy may be allocated. Subject to Council's direction otherwise, such allocation will be based on the following criteria:
 - (1) Eligible organizations that pay municipal taxes and have combined revenues and current assets of **\$500,000.00 and under** may be eligible for a grant allocation of **100%** of taxes owed.
 - (2) **Eligible organizations that pay municipal taxes and have combined revenues and current assets greater than \$500,000.00 and less than \$1,000,000.00 may be eligible for a grant allocation of 100% of taxes owed on the first \$500,000.00 and 50% on the remainder less than \$1,000,000.00.**
 - (3) Eligible organizations that pay municipal taxes and have combined revenues and current assets of **\$1,000,000.00 and over** may be eligible for a grant allocation of **50%** of taxes owed.
5. If an eligible organization pays rent in lieu of taxes, the grant allocation is based on the taxes paid by the owner of the rental building and the portion thereof occupied by the applicant, **subject to sections 4(1), 4(2), and 4(3) of this policy.**

Application Procedures

6. The City shall advertise the Municipal Charges and Community Service Grant process each year in a local newspaper and on the internet. Application forms and deadline information for the receipt of applications will be available through City offices and on line.

7. It is the responsibility of applicants to apply on the appropriate form prior to the specified deadline, and to include all required information.
8. In order for an application to be considered, a copy of the latest available financial statements, signed by the Directors or Officers of the organization, **MUST** accompany the application, and the application **MUST** be received prior to the deadline.

Approval Procedures

9. Administration shall review grant applications and make grant recommendations to Council for eligible organizations for eligible purposes. The recommendations shall not exceed the criteria provided by Council. Council shall make the final decision on all grant applications.
10. Every effort shall be made to ensure that applicants for grants for general municipal property taxes are advised of the results of their application by June 30.

This policy becomes effective January 1, 2015

▣

DRAFT

**CITY OF WHITEHORSE
COUNCIL POLICY**

POLICY: CITY GRANTMAKING

PURPOSE: To provide a universal framework for all grants funded by taxes

AUTHORITY: Council Resolution _____ passed _____

CITY GRANTMAKING POLICY

BACKGROUND

This policy provides a universal framework for all City of Whitehorse grants funded by taxes (versus grants funded by outside sources or user fees). City of Whitehorse grants are designed to benefit the residents of the City of Whitehorse. New grant requests in current Impact Areas can be analyzed using the universal criteria laid out in this policy correlated with the detail contained in the individual Program Area policies

Organizations based in the City of Whitehorse can apply for funding from within six different Impact Areas under the City Grantmaking Policy:

1. Arts and culture
2. Community benefit
3. Economic development
4. Environment
5. Heritage
6. Sports, recreation, and leisure

DEFINITIONS

Impact Areas are the broad areas of grantmaking that Council has prioritized for funding

Program Areas are the granting policies and programs that the City currently uses; each program area will fit under an Impact Area

Caps are thresholds defined by policy to govern the amount of funding to Impact and/or Program Areas

GRANTMAKING STRATEGIC FRAMEWORK

1. The Grantmaking Strategic Framework (Table 1) may be reviewed by Council from time to time to inform the budget and strategic planning processes.
2. Requests for grants for new Impact Areas should be referred to administration for analysis and then direction by Council.

UNIVERSAL GRANTMAKING CRITERIA AND CONDITIONS

3. In the event of a conflict between the statements in this policy and those that may be contained in individual Program Areas and their associated policies, the provisions of the City Grantmaking Policy shall be paramount.
4. The applicant's project or program may not be represented as a municipal project or program, and the applicant does not have the authority to hold itself out as an agency of the municipality in any way, the only relationship being that the municipality has approved and granted financial and/or in-kind assistance to the applicant.
5. Grant eligibility is contained and detailed per the individual Program Areas and their associated policies. Each Program Area has documented screening and monitoring components that must be fully complied with by the applicants.
6. The City of Whitehorse supports:
 - (1) groups and organizations based in the City of Whitehorse
 - (2) groups, organizations, activities, and projects when the support benefits the residents of the City of Whitehorse; and
 - (3) activities and projects that are within the City's mandate
7. Impact Area Cap – more than one grant request per organization per Impact Area per year may be considered. However, in no event will cumulative grants per organization per year over all Impact and Program Areas exceed \$50,000.
8. Program Area Cap – only one grant request per organization per Program Area per year will be considered.
9. Granting of assistance in any one year or over several years is not to be interpreted as a commitment to future funding.
10. Public funds are allocated through Council-approved grant programs to meet community needs. By providing grant funding the City does not assume responsibility to perform the function of the recipients in the event of failure. However, it is the City's responsibility to show a duty of care when allocating taxpayer dollars. Accordingly, each grant program shall be designed and operated with grant recipients having specific accountability reporting requirements (both financial and non-financial).
11. Notwithstanding the provisions that are contained and detailed per the individual Program Areas and their associated Program Area policies, grant recipients shall:
 - (1) Keep proper books of accounts of all receipts and expenditures relating to the project or program and provide a yearly report of how the funds were spent, program delivery, and outcomes; and
 - (2) Upon request from the municipality, make available for inspection by the municipality or its auditors all records and books or accounts. An audited statement may be required.

12. The recipient's use of funds will be consistent with municipal priorities and values as determined in the City's sole discretion (sustainability, community benefit, etcetera).
13. In the event that grant funds provided by the municipality are not used for the project or programs described in the application, or if there are misrepresentations in the application, the full amount of any such financial assistance may be payable forthwith to the municipality.
14. If the project or program proposed in a recipient's application is not commenced or not completed and municipal funds remain on hand, or the project or program is completed without requiring full use of the municipal funds provided, or if Council directs that the funds be returned, such funds will be returned to the municipality.

VISIBILITY CRITERIA AND CONDITIONS

15. The recipient shall ensure, in a manner acceptable to the City of Whitehorse in its sole discretion, that the City receives full credit for the City's interest in, contribution to, and/or assistance with the recipient's project or program, including but not limited to:
 - (1) All activities
 - (2) Projects
 - (3) Communications
 - (4) Announcements
 - (5) Publicity
 - (6) Signs
 - (7) Any other appropriate means of communication or commemoration over which the applicant has influence or control
16. A reference list of City of Whitehorse visibility requirements is attached as Schedule 1.

CITY OF WHITEHORSE

Table 1

GRANTMAKING STRATEGIC FRAMEWORK

Impact Areas	Arts & Culture	Community Benefit	Economic Development	Environment	Heritage	Sports, Recreation, and Leisure
Program Areas	Festivals and Special Events Policy	Community Services Grants	Development Incentive Policy	Environmental Grant	Heritage Fund Bylaw	Recreation Grants Policy
	Municipal Charges (applicable to Arts)	Municipal Charges (applicable to community benefit)	Convention Bureau grant (core funding)	Diversion Credit Grant	Heritage Restoration Incentive Policy	Municipal charges (applicable to recreation)
	Recreation Grants Policy (applicable to Arts)	Miscellaneous Council donations		Community Clean-up Grants Policy		
	MacBride Museum grant (core funding)	Christmas Food for Fines Program				
		Youth Strategy funding (core funding)				
		Senior Utility Charges Rebate				

SCHEDULE 1
City of Whitehorse Visibility Requirements

	Pre-Program or Project	During Program or Project
Word mark Placement	<p>On all print materials, such as posters, tickets, and all publications</p> <p>On all print and television advertisements</p> <p>On all displays and banners</p> <p>On all internal and external newsletters</p> <p>On website</p> <p>The size and location of the Word mark should reflect the City contribution. Word mark to be provided by the City</p>	<p>Venue signage</p> <p>On all print materials produced for distribution during the program or project (i.e. programmes, guides etc.)</p>
Print Materials	<p>All major promotional print publications produced for the program or project should provide and/or contain the following:</p> <ul style="list-style-type: none"> • Word mark placement • Message from the Mayor 	<p>All major promotional print publications produced for the program or project should provide and/or contain the following:</p> <ul style="list-style-type: none"> • Word mark placement • Message from the Mayor
Public Events	<p>City representation at all announcements and media events leading up to program or project</p>	<p>City representation at all major announcements and media events during the program or project</p>
Advertising	<p>Where the applicant receives free space in publications or local newspapers, free City Word mark placement should be provided</p>	<p>Where the applicant receives free space in publications or local newspapers, free City Word mark placement should be provided</p>
Public Information	<p>City to be given an opportunity to provide quotes in all news releases where possible</p> <p>Information on the City contribution to the program or project to be available on the recipient's website</p>	<p>City to be given an opportunity to provide quotes in all news releases where possible</p> <p>Information on the City contribution to the program or project to be available on the recipient's website</p>



City of Whitehorse Grant Policies Review: 2014
Stakeholder Engagement Results and Recommendations

John Glynn-Morris
Consultant
October 2014

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The City of Whitehorse allocates just over \$1 million dollars annually in multiple grant pools such as: heritage grants, environmental grants, recreation grants, tax grants, etcetera. The City is reviewing all grant-related policies and has started by developing a new draft omnibus City Grantmaking Policy and a new draft Municipal Charges and Community Service Grant Policy.

An independent consultant was hired to conduct one-on-one key stakeholder interviews with not-for profit and charitable organizations that either currently receive, have received, and / or have applied for a City tax grant. The purpose of this stakeholder engagement was to understand potential impacts and gather policy feedback on the draft grant policies.

The City provided a list of 37 key stakeholders for consultation. The consultant met in person or by phone with 29 organizations (78% response rate). Contact was made with a further 4 organizations who decided not to meet or did not follow up with the consultant (11%). No response was received from 4 organizations (11%) despite multiple efforts.

All key stakeholders were informed that information provided would remain anonymous. The consultant asked questions along the following themes:

- How do you perceive the impact of the draft grant policy changes?
- What works well and what could be improved under the current grant policies?
- How else can the City better support you and other not-for profit and charitable organizations?
- Do you have any suggestions for this stakeholder engagement process?

Key stakeholder feedback was not always consistent. This report highlights themes that were reported with the greatest frequency and relevance at the discretion of the consultant.

This report includes:

- overarching themes based on what was heard from key stakeholders
- recommendations from the consultant
- a list of key stakeholders contacted

< Key Stakeholder Interview Results >

Overall themes:

The following themes represent comments made with the highest frequency and / or relevance. Stakeholder feedback was not always consistent. Theme number does not represent prioritization.

#1) All stakeholders agreed the City needs sound policy

- Most agree that good governance requires fair and transparent grant policies
- Some stakeholders, who have not consistently received the tax grant, feel better policy would help explain why organizations do or do not qualify for the grant
- Some unconvinced policy requires grant reduction, which in some cases could be significant
- A few stakeholders cautioned 'equity' can be hard to define in a policy

#2) All stakeholders said a grant reduction would have an impact

- Most noted poor timing as all organizations are being pinched universally by funding cuts

...some said a grant reduction would have a significant negative impact

- Some larger organizations that would receive the biggest grant reduction said the draft policies would result in the loss a staff-member or program
 - "We don't want to whine but we can't absorb any more cuts"
 - "We already have staff who have taken an income reduction and are suffering from burnout due to the number of projects we need to run to bring in make-up income"

...others said they could absorb a grant reduction

- Others said they could adapt to a reduced grant, and generally constituted small and medium organizations or large organizations with larger budgets
- One organization said they appreciate the need for good policy and would be willing to absorb a small grant reduction to that end

...and a couple suggested a potential grant reductions to bigger organizations could support additional service organizations

#3) Some stakeholders question the City's motives

- Some feel the City is looking for an easy cash-grab
- "It feels like the City wants to balance their books on the backs of not-for profits"
- Distrust the City's motives are only policy development

#4) Some stakeholders feel a grant reduction represents the City's underappreciation of their value

- One stakeholder suggested the City would consider using organizations as a resource if the City better understood to roles played by service organizations

#5) Several stakeholders suggested organizations need to be considered for their uniqueness

- Some stakeholders suggested they provide a particular value to the community and should not be considered equally with other organizations, such as:
 - Field of work and connection to the City's strategic priorities
 - Number and / or type of people served
 - Number of months they serve the public in a calendar year
 - Organization's longevity
 - Outcomes
- Many stakeholders cautioned against pitting organizations against each other in this process

#6) Any grant reduction should be phased over years to give organizations time to plan

- Recognizes that not-for-profit and charitable organizations have challenges raising funds
- A grant reduction should consider an organization's ability to raise funds

#7) Stakeholder feedback about the City's communication efforts ranged from satisfactory to poor

- Some verified they had received and read the draft policies
- Some were unsure if they had received notice
- Some did not received notice of the policy review until the consultant contacted them
- A few stakeholders first heard about the policy review in the newspaper
- Demonstrate the \$ effects on every organizations based on two proposed scenarios
 - Due to the limited information available for the City to analyze, the original examples were confusing to some as not all organizations were listed or sometimes only listed once as opposed to twice
- City needs to identify a point person for all tax grant related questions

#8) Stakeholders appreciate City support

- The tax grant is universally appreciated by all stakeholders
- Overall, there is a general sense the City is doing a good job
- Informal help from City staff is appreciated
- Sense City workers sensitive to not-for profit realities, such as informal snow removal

#9) Stakeholder comments about the existing grant process

- The application is fairly straight-forward
- Gives unexplained preference to some organizations
- Requires better decision-making communication:
 - What is the criteria for this decision-making?
 - Who makes the decision?
 - Why no explanation if organization gets partial or no funding in a given year?
- City should better coordinate tax grants and tax bills so the grant arrives before the bill
 - It would also help planning if organizations were notified in advance that they have been approved for a grant even before a cheque is issued

#10) Stakeholders felt a new grant policy and application process needs to improve communication, including:

- Which organizations have applied, been denied, and received grants including amount
- How much total funding is available in each grant
- How decisions are made and based on what criteria
- Who the decision-makers are
- Process transparency

Draft policy themes:

The following themes represent comments made with the highest frequency and / or relevance. Stakeholder feedback was not always consistent. It should be noted that stakeholders almost exclusively talked about the draft Municipal Charges and Community Service Grant policy and not much attention was paid to the new omnibus City Grantmaking Policy.

1#) Comments on Option A - draft Municipal Charges and Community Services Grant policy:

- Tax assessments:
 - Do not reflect an organization's value
 - Are an objective mechanism to determine a grant
 - Can organizations be assessed at a residential rate (if lower)?
- Option A is more 'black and white'
 - Stakeholder preference for this option was mixed
- Option A would significantly impact organizations who are assessed a higher tax amount
- *"If my tax assessment is \$5,200, do I get 100% coverage on \$5,000 and 75% coverage on \$200? Or 75% coverage on the whole \$5,200? The latter seems unfair, there should be a gradient. Everyone should get the first \$5,000 fully covered by the grant."*

#2) Comments on Option B - draft Municipal Charges and Community Services Grant policy:

- The \$550k threshold seems arbitrary; why that number and where did it come from?
- Option B should include a sliding scale with multiple grant brackets, like income tax. For example, organizations receive x% for the first \$0 - \$200k gets X%, y% for the following \$200k to \$400k gets Y%, and z% for following \$400 - \$600 etc.
- Option B is preferred because:
 - The 'ability-to-pay principle' is consistent with societal income tax
 - It better considers the uniqueness of each organization
 - Has the potential to better support smaller organizations
 - *"Grants aren't meant to be a steady income source but a boost of support. You will be pressured by big organizations, but grants should help the little and new guys get on their feet"*
 - It is less of a hit to organizations that are assessed a higher tax amount
- The problems with Option B include:
 - Unstable organizations would have a hard time planning if their revenue, and therefore tax grant, fluctuates
 - Organizations with a large operating budgets are still not-for profits; often the nature of

- work can require multiple professional staff such as in health and social services
 - Cash in accounts should be qualified;
 - Some organizations are fiscally responsible
 - Some organizations have fundraised for a specific activity like a renovation
- Option B should clarify in plain language that owned building are not considered in this calculation

#3) Other

- Not-for profit and / or charitable organizations should not pay taxes
 - Tax exemption is an common way for municipalities to show appreciation
 - City should advocate that Yukon Government change the *Municipal Act* to allow tax exemptions
 - City needs to explain who / what is exempt and why (e.g.: Churches)
- Did the City really consider all the options? Is there a way to be less blunt?
- Why would the City reduce some organizations with record dollar levels in reserve?
- Funding should be increased by inflation

'Out-of-the-box ideas': how else can the City support community service organizations?

This question was intended to be an opportunity to 'think outside the box' and identify City activities that would help organizations, their clients, and their mandates in addition to City grants. The consultant was clear that no promises were being made.

- **Multi-year funding**, subject to annual budget approval, would give organizations more stability and allow more time to be spent delivering their mandate
- **Indexed core-funding** would be optimal
- A Board-signed **Financial Statement** would be easier than original receipts
- The City could run a "**Did you know**" **campaign** about service organizations to build awareness and interest in service organizations and their respective mandates
- The **City website** needs one user-friendly portal for all things related to how the City can support various organizations, including but not exclusive to grants
- **Fillable online PDF's** would be very helpful and preferred to fillable web-boxes because PDF's are savable
- Economic development: City needs to **market attractions** like Air North
- The City should sponsor an **awards ceremony** to showcase the great work being done by service organizations and attract more private donors (see [Lethbridge](#), Alberta).
- **Rental space is a common challenge** for service organizations:
 - Support the exploration of a **common space** for multiple service organizations to promote synergies and organizations efficiencies
 - Develop a **commercial rent-control policy** to reduce commercial rent fluctuation
 - Force **land-speculators** who have purchased prime downtown land to develop within a certain number of years or have the land revert back to the City
- City and Yukon Government should work together to better **coordinate and communicate public spaces** available temporarily to organizations such as classrooms, school gyms and recreation centres

- Canada Games Centre does not work for people in the lower socio-economic bracket; **Whitehorse needs a downtown community centre option** that is affordable and easily accessible
 - Between 6 and 10 pm is critical
- **City buses need to run later** in the evenings for people who do not have an option
- Whitehorse needs a functioning '**free-store**' like Dawson or Whistler
- City should explore ways to support and increase **volunteerism**
- City should better **invest in heritage buildings** as they illustrate our history and are aesthetically pleasing
- **Parking meter exemptions** outside not-for-profit organizations
- City should have a **not-for profit bus advertising rate**, especially as often empty
- City should develop a small and basic **beautification grant** ("fresh paint and flowers") to build community pride and reduce crimes (as shown in studies)
- City needs to support and / or better communicate **waste diversion credits**
- City needs to understand the role and potential of **social-enterprises** and support their unique role in overall community economic development
- **Affordable housing** is a significant issue that the City needs to continue being involved with

Charitable and not-for profit organizations play a unique role in a vibrant and healthy society and it is in the public interest that they are supported. Municipalities, including the City of Whitehorse, generally recognize this unique value through various forms of support such as tax grants.

Governments require public policy to guide and justify decision-making. Policy review is an important aspect of good governance to ensure policy is logical, just, and that it meets the current values and interests of citizens. It is equally important that those who are directly affected by policy review have a right to be involved in the decision-making process and that stakeholder contributions will influence the final decision.

The majority of key stakeholders wanted to share their thoughts on the new draft Municipal Charges and Community Service Grant as opposed to the new draft omnibus City Grantmaking Policy. This would suggest key stakeholders are more concerned about tax grant allocations and implications than overarching policy.

The consultant found general support from key stakeholders for developing new and updating existing policy due to possible perceived inconsistency and inequity in the status quo. However, there were various perceptions of the City's motives due to a combination of ineffective communication and in some cases fear of negative consequences as a result of lost funding. Organizations with potentially the most to lose are understandably the most concerned. All the stakeholders depend on grants as an important means to support their respective mandates. Universally, organizations are increasingly challenged by multiple cutbacks due to the current economic climate and changing political and social values. "This is another example of 'death by a thousand papercuts'," noted one stakeholder.

Yukon municipalities are required under Territorial legislation to charge all charities (except churches) and not-for profit organizations municipal taxes. Historically, the City has elected to rebate, many of these organizations of this tax to a net-sum of zero.

Presently, there is inequity in how grant money is dispersed. Some organizations are being funded based on policy while other organizations are being funded without any specific policy or criteria, and are receiving varying amounts of funding without any rationale beyond history and tax assessments. In sum, there are two different grant standards. Second, the City has been facing grant cost-overruns due to increased demand in the context of a static budget in recent years.

The City wants to create policies that are equitable so that all eligible organizations have a fair and equal chance of receiving tax grant support. However, the City's proposed grant policies mean that some organizations will lose grant funding unless the City either increases the amount of grant funding available or reduces taxes owed (to the extent possible). Furthermore, it is predictable that more organizations will request tax grant support as the City continues to grow.

The City can increase the total grant budget and still some organizations may have to pay part of their taxes not covered under a new tax grant distribution regime. The only exceptions are if the City provides no tax grant budget cap, or if eligible organizations are no longer required to pay taxes in the first place. The latter would require legislation changes which are beyond the direct control of the City.

The City has a limited budget and multiple competing demands, and prioritize how it allocates funds. If the City chooses a policy option that does not cover all of an organization's municipal taxes, the City will need to justify this decision. Certain key stakeholders will react to any loss of grant funding.

Ultimately, the City can consider five factors: internal policy objectives, desired grant-program external outcomes, overall City budget allotment, impact on stakeholders, and if it wants to advocate the territorial government to consider new municipal tax exemptions.

< Recommendations >

The following are the recommended considerations, based on stakeholder feedback and analysis.

- Areas to contemplate:
 - to what extent all eligible applicants will receive a grant based on allocated funds
 - if it should prioritize certain sectors based in strategic interests as opposed to providing all eligible applicants a tax grant (current practice)
 - the final policy decision so as not to create a negative competitive environment amongst service organizations
- The City could improve communication, and specifically explain:
 - why good public policy is important
 - the imperative and timing of this policy review
 - the City's appreciation of value provided by service organizations
 - the City's expectations of tax grant recipients
- The City could improve future grant processes by:
 - increasing grant approval process transparency
 - ensuring recipients receive tax-grants in advance of tax bills and not vice versa
 - considering multi-year funding subject to annual budget approval
- In determining the Municipal Charges and Community Service Grant policy options, the City could further contemplate:
 - weighing the costs and benefits of both Option A and B as there was not a clear preference from key stakeholders; both have costs and benefits
 - amending Option A to ensure all recipients receive the first \$5,000 at X % whether an organization's taxes are assessed below or above \$5,000
 - amending Option B to include more than 2 tax brackets and explain the chosen tax bracket threshold number rationale
 - deciding if increasing the overall grant budget is an option so that more organizations receive more or all municipal tax coverage
- Other:
 - Determine if the City wishes to advocate for new legislation to allow charities and / or not-for profit organizations to be tax-exempt like some Canadian jurisdictions
 - Consider mechanisms to issue a lower tax assessment to not-for profits and / or charities
 - Consider some of the non-grant ideas that would help service organizations; there may be some 'easy wins' for the City that would have a significant positive impact on service organizations
 - Understand that some organizations could stand to lose a significant amount of grant funding and the implications of this loss, under the proposed policy changes
 - Funding lost from some organizations may be reallocated to new applicants

< Appendix A: Key Stakeholders >

Key stakeholders were provided by the City and include organizations that either: currently receive a tax grant, have received a tax grant, and / or have applied for a tax grant.

Biathlon Yukon	Log Church Diocese of Yukon	Whitehorse Rifle & Pistol Club
Blood Ties Four Directions	MacBride Museum Society	Youth of Today Society
Boys & Girls Club	Many Rivers Counselling & Support Services	Yukon Aboriginal Women's Council
Bringing Youth Toward Equality	Maryhouse	Yukon Association For Community Living
Challenge Community Vocational Alternatives	Mountain View Golf Club	Yukon Fish & Game Association
Committee on Abuse in Residential Schools	Nlaye Ndasaday Daycare	Yukon Historical & Museums Association
Downtown Urban Gardening Society	Salvation Army	Yukon Horse & Rider Association
Fetal Alcohol Syndrome Society Yukon	Skookum Jim Friendship Centre	Yukon Hospice Society
Food Bank	Softball Yukon	Yukon Mine Training Society
Golden Age Society	Teegatha' Oh Zeh Society	Yukon Transportation Museum
Guild Hall Society	Tennis Yukon Association	Yukon Women's Transition Home - Betty's Haven & Kaushee's Place
Habitat for Humanity Yukon	Victoria Faulkner Women's Centre	
Humane Society Yukon	Whitehorse Aboriginal Women's Circle	

- **GREEN** = met 1:1 (in person or phone)
- **YELLOW** = connected but no follow-up to meet
- **RED** = no response

CITY OF WHITEHORSE

BYLAW 2014-30

A bylaw to adopt a collective agreement with respect to Fire Department 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 International Association of Firefighters Local 2217 was ratified by City Council on July 7, 2014;

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

1. The Collective Bargaining Agreement with International Association of Firefighters Local 2217 for the period January 1, 2014 to December 31, 2021 is hereby adopted by this bylaw. The said agreement is identified as Schedule "A" and forms part of this bylaw.
2. This bylaw shall be deemed to have been in full force and effect on and from the 1st day of January 2014.

FIRST and SECOND READING: November 10, 2014
THIRD READING and ADOPTION:

Mayor

City Clerk

AGREEMENT BETWEEN:



THE CITY OF WHITEHORSE

AND



INTERNATIONAL ASSOCIATION OF FIRE-FIGHTERS,
LOCAL 2217

JANUARY 1, 2014 TO DECEMBER 31, 2021

(new items are highlighted in grey)

Collective Agreement

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THIS AGREEMENT entered into this 24th day of November, A.D. 2014.

BETWEEN: **THE CITY OF WHITEHORSE**
Whitehorse, Yukon Territory

(hereinafter called "the Employer")

PARTY OF THE FIRST PART

AND: **THE INTERNATIONAL ASSOCIATION OF FIRE-FIGHTERS,
LOCAL 2217**

(hereinafter called "the Union")

PARTY OF THE SECOND PART

WHEREAS the parties hereto have agreed to enter into these presents to define more effectually the duties, privileges, working conditions and remuneration of the employees;

NOW THEREFORE THIS AGREEMENT WITNESSES that the parties hereto hereby agree each with the other as follows:

ARTICLE 1: APPLICATION

- 1.02 The provisions of this agreement and appendices attached hereto and forming part of this agreement shall apply to all employees of the Fire Department with the exception of the Fire Chief.
- 1.02 The provisions of this agreement shall not apply to casual or volunteer fire-fighters except as hereinafter expressly provided.

ARTICLE 2: INTERPRETATION

2.01 In this agreement:

- (a) "Business Agent" means a person designated by Local 2217, International Association of Fire-fighters.
- (b) "Captain" means a person in the Captain position as described in the City of Whitehorse Position Description as amended from time to time.
- (c) "Casual Employee" means an employee who is employed on an irregular and/or unscheduled basis, and who is hired when it is anticipated that the requirement for such an employee will be for a minimum of one shift and a maximum of 60 consecutive shifts. It is agreed that such employees shall at a minimum, have achieved the eligibility qualifications required for full-time firefighter status, maintain current status for volunteer eligibility and have successfully completed casual firefighter training.

In exceptional or unusual circumstances, a casual employee's term of employment may be extended beyond the sixty-shift maximum, with the term of such extension to be mutually agreed upon by the Employer and the Union.

The parties shall agree to an eligibility list of Casual Employees which

may, by agreement include firefighters not meeting the minimum qualifications as noted above.

- (d) "Chief Training Officer" means a person in the Chief Training Officer position as described in the City of Whitehorse Position Description as amended from time to time.
- (e) "City Manager" means the City Manager for the City of Whitehorse.
- (f) "Continuous service" means uninterrupted employment with the Employer.
- (g) "Dispatcher" means a person in the Dispatcher position as described in the City of Whitehorse Position Description as amended from time to time.
- (h) "Employee", "permanent employee" and "permanent full time employee" shall mean a person who has been employed in accordance with section 2.01(j) and/or (m) of this agreement as defined for specific purposes unless otherwise specified.
- (i) "Fire Chief" means the Fire Chief position as described in the City of Whitehorse Position Description as amended from time to time.
- (j) "Fire-fighter" means a person in the fire-fighter position as described in the City of Whitehorse Position Description as amended from time to time. For the purposes of this agreement fire-fighter may also mean Captain or Platoon Chief.
- (k) "Fire Prevention Officer" means a person in the Fire Prevention Officer position as described in the City of Whitehorse Position Description as amended from time to time.
- (l) "May" will be regarded as permissive.
- (m) "Permanent Employee" means any Employee who has successfully completed the probationary requirement of a position and who has been assigned to a position within the permanent establishment of the Employer as determined by the Employer.
- (n) "Platoon Chief" means a person in the Platoon Chief position as described in the City of Whitehorse Position Description as amended from time to time.
- (o) "Probationary Employee" means any employee in the process of filling the initial or promotional probationary period as defined in sections 11.02. and 11.11.
- (p) "Rookie" means a person who has been hired at or below the entry level of the Fire-fighter salary range until he is promoted to 4th Class.
- (q) "Shall" will be regarded as imperative.
- (r) "Shop Steward" means a person appointed to that position by Local 2217, International Association of Fire-fighters
- (s) "Volunteer" means a person who provides fire-fighting services to the City of Whitehorse Fire Department on a voluntary basis. The position may receive a stipend for services rendered as determined by resolution of Council.
- (t) "Will" shall be regarded as imperative.
- (u) For the purpose of calculating holidays, sick leave, and biweekly pay, a standard shift shall be twelve (12) hours for probationary and permanent staff who work a forty-two (42) hour week on a rotating shift schedule.

- (v) "Deputy Fire Chief" means the Deputy Fire Chief position as described in the City of Whitehorse Position Description as amended from time to time.
- (w) Association Officials – "Association Officials" mean those members of Local 2217 elected or appointed to one of the normal association positions such as the Executive, Shop Stewards and, City of Whitehorse Safety Committee Representative.

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 Industrial Relations Board (C.I.R.B.) on July 31, 1973, the Employer acknowledges that employees who are subject to the provisions of this agreement have selected the Local 2217 International Association of Fire-fighters as their sole and exclusive bargaining agent. The employer recognizes the Union as such for all employees working at those classified positions listed in Appendix "A" attached thereto and for any other employee employed by the Employer covered by the above C.I.R.B. certification unless, subject to the approval of the C.I.R.B., the parties agree otherwise.

ARTICLE 5: UNION MEMBERSHIP

- 5.01 All permanent employees covered by this agreement shall maintain membership in good standing in Local 2217, International Association of Fire-fighters as a condition of their employment, and each new employee shall become a member of said Local 2217 upon their permanent hiring date with the City of Whitehorse Fire Department.
- 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: DEDUCTION OF UNION DUES

- 6.01 The Employer shall deduct from the wages of each employee covered by this agreement, commencing after the passing of one pay period for the employee, an amount equal to the monthly dues of the Union and shall remit to the Treasurer of Local 2217 all amounts so deducted with a list of the names of the employees from whom such deductions have been made by the fifteenth (15th) day of the month following the month the dues were deducted.

- 6.02 Casual employees shall not be required to become members of the Union. However, as a condition of employment, they shall authorise the Employer to deduct \$25.00 per shift worked to a monthly maximum of \$150.00.

ARTICLE 7: APPOINTMENT OF REPRESENTATIVES

- 7.01 The Employer acknowledges the right of Local 2217 to appoint Shop Stewards and Business Agents to represent Local 2217.
- 7.02 Shop Stewards shall be appointed for each station as required and they shall not be discriminated against. The Shop Steward shall be recognised as the spokesman for Local 2217 at any station. The Union will notify the Employer in writing of the names of the Shop Stewards who are to be recognised as spokesmen and of any changes thereof.
- 7.03 Business Agents shall have access to members covered by this agreement in the carrying out of their regular duties after first obtaining permission from the Fire Chief, and such permission shall not be unreasonably withheld.
- 7.04 The Union shall have the privilege of holding association meetings in the Fire Hall, it being understood that these meetings shall not be held at times or places which in any way may interfere with the successful operation of the department and are subject to the approval of the Fire Chief. Such approval shall not be unreasonably withheld.
- 7.05 All members of the on-duty shift shall be allowed to attend association meetings that deal specifically with ratification of a contract, annual election of association officials, or significant changes to working conditions (changes in duties). At all other meetings, the on-duty crews will remain in their respective station(s) in order to respond to incidents, unless approved by the Fire Chief or designate.

ARTICLE 8: LEAVE FOR REPRESENTATIVES

- 8.01 A Shop Steward shall obtain the permission of the Fire Chief or his designate before leaving his work to investigate with fellow workers complaints of an urgent nature, to meet with management to deal with grievances, and to attend meetings called by management without suffering a loss of pay. Such permission shall not be unreasonably withheld.
- 8.02 Elected or appointed officials of the Association shall be allowed to use shift substitutes for the purpose of conducting Association business. Use of shift substitutes by three (3) or more Association officials for a simultaneous period will be subject the prior approval of the Fire Chief, in consideration of operational needs. Such elected and appointed officials shall be responsible to identify qualified substitutes and shall us the City's forms and notification process. Such substitutes shall not count towards an individual's annual accumulated totals.

ARTICLE 9: HOURS OF WORK

- 9.01 Hours of work for permanent fire-fighters shall be an average of not more than 42 hours per week in accordance with a two platoon schedule.
- 9.02 Fire-fighters shall work shifts of no more than ten hours or fourteen hours as follows:
Four day shifts – 0800 hours to 1800 hours; six shifts off

- Four night shifts – 1800 hours to 0800 hours; four shifts off
- Three day shifts – 0800 hours to 1800 hours;
- Three night shifts – 1800 hours to 0800 hours; followed by four shifts off

9.03 Fire-fighter and Dispatchers shall be permitted to exchange scheduled regular shifts with the employees of the same rank or the next adjacent rank providing the following conditions are met:

- (a) Under no circumstances will the Employer bear additional costs as a result of a shift exchange and no impairment in the efficiency of the department, safety of the public or the Department, or the ability of the employer to conduct training will result due to such arrangement.
- (b) One shift of advance notice of the requested exchange has been provided in writing to the Platoon Chief and permission has been granted; such permission not to be unreasonably withheld. Advance notice shorter than one shift may be permitted in extenuating circumstances.
- (c) Employees wishing to exchange shifts must be qualified to work in the position. In the case of Officers, the employee must have adequately performed the higher ranked duties on an acting basis in the previous 12 months.
- (d) In order to maintain continuity and communication, wherever reasonably possible at least one (1) employee of the scheduled shift shall be scheduled on duty.
- (e) If a Fire-fighter and Dispatcher requests shift exchanges beyond fourteen (14) in a calendar year, the Platoon Chief, based on the particular circumstances, shall consider the request. Requests for exchanges beyond fourteen (14) shall be reasonable and shall not be unreasonably denied by the Platoon Chief based on bona fide operational considerations.

9.04 The standard work week for the Fire Prevention and Chief Training Officers shall be thirty-five (35) hours, and for the Dispatcher shall be forty (40) hours per week, and for the Dispatch shall be forty-two (42) hours per week.

9.05 The work day for the Fire Prevention and Chief Training Officers shall be seven consecutive hours scheduled between 7:00 a.m. and 12:00 a.m. midnight, Sunday to Saturday inclusive, unless otherwise agreed to by the parties to this agreement.

9.06 The work day for the Fire Prevention and Chief Training Officers shall have a one hour unpaid lunch break in the employee's time scheduled as close to the mid-point of the work day as possible, and two fifteen-minute rest breaks scheduled approximately mid-way through each half day.

9.07 In accordance with 9.04 and 9.05, when the nature of the work to be done or the exigencies of the service so require, the Fire Chief shall prescribe such days and hours of work for the Fire Prevention and Chief Training Officers, and the Dispatcher as deemed necessary. The Fire Chief will be required to give the employee five days notice of a change in normal hours of work.

ARTICLE 10: OVERTIME

- 10.01 A Fire-fighter and Dispatcher who is required by the Fire Chief, Deputy Fire Chief, or the Platoon Chief to work overtime immediately following the completion of his regular shift shall be paid at the rate of one and one-half (1.5) times his regular hourly pay for the time so spent. An employee shall have the right to refuse to work overtime, except in an emergency situation. An emergency shall include coverage of a regular shift when no employee will agree to voluntarily work the overtime.
- 10.02 Notwithstanding the above, when a fire-fighter is required to change fire stations on less than ten hours notice, they shall be paid at the time-and-one-half (1.5) rate for one-half hour. Fire-fighters who are on duty shall change stations at no additional cost to the City.
- 10.03 Subject to the operational requirements of the Department, the Employer shall make every reasonable effort to allocate work on an overtime basis equitably according to rank from readily available qualified fire-fighters who normally perform that work.
- 10.04 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 provided reasonable notice and consideration shall be given to the employee's previous commitments. Employees in attendance at such meetings shall be paid at one-and-one-half the straight time rate of pay for the actual time spent at the meeting, but in any event they shall be paid no less than two hours.
- 10.05 If an Employee is requested to attend meetings determined to be voluntary 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 straight time rate of pay for the actual time spent at the meeting, but in any event they shall be paid no less than two hours.
- 10.06 The Dispatcher, Fire Prevention Officer and Chief Training Officers shall be compensated for hours of work performed in excess of standard daily or weekly hours of work at the rate of time and one-half.
- 10.07 Authorization to work overtime shall be granted in advance to the Fire Prevention and Chief Training Officers by their supervisor or department head.
- 10.08 The overtime worked by an employee shall be recorded and approved by the department head on the form provided for that purpose.

Call Out

- 10.09 An Employee who is called back to work outside his regular shift shall be paid a minimum of two hours pay at the rate of one-and-one-half (1.5) times his regular hourly rate of pay for the time so spent. If more than one call out occurs within the two-hour period, it shall be considered one call-out.

Meal Allowance

- 10.10 When an employee is required to work overtime without prior notice as outlined in section 10.11 in excess of two consecutive hours contiguous to his regular shift, the Employer shall reimburse the employee for meals as set out in the City's Travel Administrative Directive as amended from time to time, provided the overtime work results in the employee missing a meal.
- 10.11 Notwithstanding section 10.10, when an employee has been provided a minimum of five hours notice prior to the start of his regular shift to work overtime contiguous to his regular shift, no meal allowance will be paid. However, if an employee has been provided with less than five hours notice prior to the start of his regular shift to work overtime at the end of his regular shift, a meal allowance as outlined in section 10.10 will be paid.

ARTICLE 11: REMUNERATION

- 11.01 All Employees covered by the agreement shall be paid in accordance with Appendix "A" attached hereto and forming part of this agreement. Employees shall be paid in the amounts specified for the position to which they have qualified. Employees shall progress through the rates of pay indicated in Appendix "A" from "Rookie (1st six months)" to "Fire-fighter and Dispatcher 1st Class (years 16+)" and "Rookie (1st six months)" to "Dispatcher 1st Class (years 16+)" based on completing the time required at each rate. Advancing through the progression shall be based on their permanent date of hire.

Probationary Period – New Hires

- 11.02 The probationary period on initial hire for a fire-fighter shall be 90 working shifts. If the probationary period is extended, the employee shall be advised of such extension in writing at least six shifts prior to the end of the probationary period.
- (a) At a minimum of 15 shifts prior to the completion of the initial probationary period for a fire-fighter, the employee must successfully pass the competency examination.
 - (b) Should the fire-fighter not successfully complete the competency examination, the probationary period may be extended by a maximum of 30 shifts.

Trial Period – Promotions and Lateral Transfers

- 11.03 The trial period in the case of promotion or a lateral transfer shall be ninety (90) completed working shifts. If the trial period is extended, for cause, the employee shall be advised of such extension in writing at least five (5) shifts prior to the end of the trial period.

Progression

- 11.04 To progress through the fire-fighter classes, an employee must pass the required competency examinations which measure his knowledge, abilities, and competency to perform the duties of the next level of fire-fighter. All fire-fighters shall receive merit increases upon achieving a grade of seventy-five percent (75%) on competency examinations and completing the required number of shifts as laid out in Appendix "A" of this agreement. The

Employer will provide reasonable training opportunities. The Employer will have meaningful consultation with the employees in the management of this training program.

- (a) The Competency Date of an employee who has been on Leave of Absence without Pay for a period in excess of six shifts shall be moved to a date which provides for a total of 12 months of paid employment between Competency Dates.
 - (b) The Competency Date of an employee who has been on paid leave other than annual vacation or statutory holiday entitlements may be moved to a date which provides for a total of 12 months of paid employment between Competency Dates.
- 11.05 Fire-fighter and Dispatchers who are employed on a casual basis shall be paid at the hourly rate for a Fire-fighter and Dispatcher Rookie in accordance with Appendix A of this agreement. Such employees shall progress through the indices in Schedule "A" Salary Schedules, to a maximum of Fire Fighter First Class and Dispatcher First Class based on hours worked equivalent to full time employment.
- 11.06 Any employee who is required by the Fire Chief to perform duties of a higher rank shall be paid at the rate of pay applicable to such higher rank while so acting. Acting time for less than one full shift shall be paid if the on-duty Officer is not reasonably available to respond to an incident. Appropriate leave and time sheets will be submitted to the Fire Chief.
- 11.07 Notwithstanding section 11.03, when a vacancy arises due to short term absences in a Platoon Chief position, that position will be staffed by the Captain on that shift in an acting capacity providing that he has qualified for the position.
- (a) When a vacancy arises due to short-term absences in a Captain position, that position will be staffed in an acting capacity by the fire-fighter who has been assigned to a station providing that he has qualified for the position.
 - (b) Should it be determined that a position will be vacant for a period of three (3) months or more an indefinite period as per City Polices, the Employer may elect to utilize the competitive process.

New Classifications

- 11.09 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.
- (a) If the Union disagrees with the notice of rating accepted by the Employer, the Union shall discuss the matter with the Employer, and failing agreement, may refer the matter directly to arbitration.
 - (b) The Parties will negotiate, by letter of understanding, the introduction of this new position into the collective agreement.

Eligibility for Promotion

- 11.10 The Employer shall set written examinations for the ranks of Captain and Platoon Chief, which shall be written by employees wishing to be considered for promotion.
- (a) A minimum passing grade of 75 percent shall be achieved before an employee will be considered eligible for promotion.

- (b) Employees are required to have written and passed the examination within the past 24 months in order to be eligible for promotion.
- (c) The examinations referred to in section 11.10 shall be made available annually or at such time when the employee reaches competency or is eligible for promotion.

Promotion

11.11 Provided employees have kept their qualifications current as per section 11.10, and provided that a position for Captain or Platoon Chief is open, employees may apply for promotion by way of a written application form or resume.

- (a) Qualified candidates will be interviewed by a selection board consisting of at least three people.
- (b) Appointments shall be made on the basis of qualifications including but not limited to education, skill, training, knowledge, experience, personal suitability including attitude and work ethic, and previous performance during employment.
- (c) Where the Employer determines that two or more applicants have equivalent qualifications, the appointment shall be made on the basis of seniority.
- (d) Based on the outcome of the competition, an eligibility list of the top three certified candidates may be established. This list will be used for staffing future promotions into that position for a period of twelve months from the date of the appointment of the successful candidate.

Training Pay

11.12 When an employee is required by the Employer to attend in-service or local training sessions outside the regular hours of work, or an employee who is requested to replace an employee involved in such training, shall be paid at one-and-one-half (1.5) times his regular rate of pay provided the hours are paid out immediately in the next pay period.

- (a) The employee may, at his option, elect to accrue the training time at one and one half his straight time rate of pay. The time accrued must be taken off in the calendar year in which it is earned. Should the employee elect to be paid out at a later date or by the first pay in December, the Employer shall pay out all monies owing or resulting from the accrued time that has not been taken as time off nor has it been applied for by November 1 of that year to be taken prior to December 31 of that year.
- (b) Training outside of the City of Whitehorse shall be compensated in the same manner as training inside the City of Whitehorse. That is to say, there shall be no loss of pay when attending training outside the City of Whitehorse and that time spent in training that falls on off-duty time shall be compensated as per 11.13 (a) for required training and 11.13 (c) for optional training for all time so spent. There shall be no compensation for training outside the City of Whitehorse for travel time or for time not spent in attendance in the training session.
- (c) When training is offered by the Employer which may be undertaken at the employee's option, and which is scheduled outside the regular hours of work, time spent in such training shall be paid at straight time, operational requirements permitting.

Long Service Bonus

- 11.13 Long service bonuses are built into the Pay Table and reflect the following compensation as recognition of years served. Long service bonus is calculated on the continuous service date of the employee.
- (a) Upon completion of 5 years of continuous full time employment as a permanent employee of the Fire Department, the member shall be paid an index of 102%;
 - (b) Upon completion of 10 years of continuous full time employment as a permanent employee of the Fire Department, the member shall be paid an index of 103%;
 - (c) Upon completion of 15 years of continuous full time employment as a permanent employee of the Fire Department, the member shall be paid an index of 104%;
 - (d) Employees, who started their employment with the Fire Department on or after 01 January 1980, shall receive any earned Long Service Bonus, on a pro-rated basis, from their anniversary date in 2012 to 31 December 2012 inclusive.

Under-fill Pay

- 11.18 The Employer may authorise an initial appointment at less than the Probationary rate on an under-fill basis should the employee 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:
- (a) No employee shall be appointed as an under-fill at a pay rate which is less than seventy-five percent (75%) of the First Class (4th Year) fire-fighter rate.
 - (b) When a person is appointed as an under-fill, the under-fill rate of pay may apply for no longer than forty-five (45) working shifts.

ARTICLE 12: STAFFING

- 12.01 In the interest and safety of the citizens of Whitehorse, the Employer agrees to provide adequate staffing of its Fire Department. Whereas operational employees work shift -work which is divided into four platoons, and each platoon consists of a definite number of employees, the Employer agrees that if a shift is short employees for any reason, no replacement will be required provided a minimum of two permanent Fire-fighters are on duty per Fire Hall.
- 12.02 Notwithstanding section 12.01, should the Employer choose to have permanent fire-fighters operate from only one fire hall, a minimum of four permanent fire-fighters shall be on duty at that fire hall. All permanent fire-fighters employed within the scope of this agreement shall not, as a direct result of going to one fire hall, lose their employment with the department.
- 12.03 When normal operations require the calling of a replacement, the Employer agrees to bring in the extra personnel necessary to maintain minimum staffing. Such personnel shall be called from employees to whom this collective agreement applies who are qualified and available.
- 12.04 Nothing in this article shall prevent the calling in of volunteers for support of the permanent fire-fighters when there is a fire or other emergency. Permanent fire-fighters available by pager shall be called first for the fire or emergency, at any time there are three or less volunteers that have agreed to be immediately available by pager.

12.05 The Fire Prevention Officer, the Chief Training Officer and/or Dispatcher may be called at any time to assist with any incident.

ARTICLE 13: STATUTORY HOLIDAYS

13.01 In lieu of the 12 statutory holidays per year each employee shall receive 12 additional shifts' pay at the time and one-half rate (1.5) for each of the holidays to which he is entitled.

The statutory holidays to which each employee is entitled are:

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

In addition, any days so appointed by the Governor General of Canada, the Commissioner of the Yukon Territory, or the City Council of the City of Whitehorse.

- (a) Notwithstanding the above, should an additional statutory holiday between January 1 and April 30 be declared by the Governor General of Canada, Commissioner of the Yukon Territory, or the City Council of the City of Whitehorse, it shall be celebrated on the last Friday in February holiday as in section 13.01.
- 13.02 Notwithstanding section 13.01, the employee may take a maximum of 12 shifts as time off at the time and one-half rate (1.5) in lieu of payment for the 12 general holidays under section 13.01.
- 13.03 The Employer shall pay each fire-fighter and dispatcher at the time-and-one-half (1 ½) rate for all the statutory holidays that have occurred but not yet been applied for, bi-annually as follows:
- (a) The first (1st) pay of June for statutory holidays that occur between January 1st and May 31st, and
- (b) The first (1st) pay in December for statutory holidays that occur between June 1st and December 31.
- 13.04 Statutory holidays shall be taken by fire-fighters at such time as approved in advance by the Fire Chief.
- 13.05 A casual employee who is scheduled to work on the day on which a statutory holiday falls shall be entitled to regular pay for the hours worked and additional pay in accordance with the provisions of the Yukon Employment Standards Act.
- 13.06 In each calendar year the Employer shall give to the Fire Prevention and Chief Training Officers 12 designated general holidays with pay.
- 13.07 For each such holiday the Fire Prevention and Chief Training Officers shall be paid not less than the equivalent salary they would have earned at their classified rate of pay, for their normal hours of work.

13.08 The Fire Prevention and Chief Training Officers 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 designated for the Celebration of the Yukon Sourdough Rendezvous	Discovery Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
	Christmas Day
	Boxing Day

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

- 13.09 When a general holiday falls on the Fire Prevention or Chief Training Officers' day of rest, the next working day shall be observed as a holiday.
- 13.10 Without limiting the generality of section 13.06 of this agreement, but subject to the provisions contained herein, general holiday pay provisions will prevail where the Fire Prevention Officer and Chief Training Officer, employed for a period of six months, are off work due to any circumstances for which they are eligible to receive compensation under Worker's Compensation, provided they have earned wages/salary from the Employer during the 60 calendar days immediately preceding the holiday.
- 13.11 The Fire Prevention and Chief Training Officers shall be entitled to general holiday pay as set out above, if they work the last scheduled work day before the holiday or the first scheduled work day after the holiday, is on leave of absence with pay approved by the Employer or is on sick leave. Where the Fire Prevention or Chief Training Officers are on short term disability insurance, they shall not have their benefits reduced for any week in which a general holiday occurs.

ARTICLE 14: VACATION LEAVE

14.01 Fire-fighters and Dispatcher who have received pay for at least eight shifts in each calendar month shall be entitled to vacation leave in accordance with the following schedule and vacation pay as outlined in 14.01(a).

<u>Rate of Monthly</u>	<u>Entitlement</u>	<u>% of O/T Earnings</u>	<u>Only</u>
<u>Years of Continuous Service</u>		<u>Accrual</u>	
First calendar year	1 shift per Month worked	12 hours	6.75%
1 year and less than 3 years	13 working shifts	13 hours	7.12%
3 years and less than 10 years	17 working shifts	17 hours	9.31%
10 years and over	21 working shifts	21 hours	11.50%

(a) Vacation pay at the applicable percentage will be paid on all overtime worked. This will be calculated and paid out to entitled employees by January 31 of the following year.

- 14.02 The annual leave entitlement for all employees covered by this agreement for the year shall be granted in advance on January 1.
- 14.03 In all cases of termination of services of any employee covered by this agreement for any reason including layoff, recovery will be made for any overpayment of vacation leave.
- 14.04 Vacation leave for fire-fighters shall be allocated on a rotational basis among the employees of each platoon. Each member's "first choice" for the year January 15th to January 14th the following year, shall be applied for on or before January 15th each year in order to be considered in the rotating system. The maximum allotment of vacation days in regards to each member's first choice will be determined by their annual vacation allotment for that year plus their two Unspecified Leave days (i.e. member of less than 3 years: 13 shifts plus 2 Unspecified Leave days). Exceptions to this clause may be taken into account by the Fire Chief and/or the Platoon Chief when a member's first choice is taken.
- 14.05 It is understood that the foregoing does not prevent any fire-fighter from applying for vacation leave for any other time during the year, except that no more than one employee on the same platoon will be permitted to take vacation at the same time unless approved by the Fire Chief.
- 14.06 The Employer shall make every reasonable effort to ensure that annual leave approved under section 14.04 is not unnecessarily cancelled or rescheduled as a result of staff shortages.
- 14.07 Any employee on leave due to occupational injury or illness prior to his vacation leave shall be entitled to reschedule his vacation to another time under the general system pertaining to vacations. An employee who becomes ill or is injured during his vacation may be reimbursed for, or reschedule, his vacation days, providing they can provide verification of being incapacitated by the injury or illness by the end of the 4th consecutive day of scheduled vacation subsequent to the injury or beginning of the illness.
- 14.08 A casual employee who leaves the employ of the Employer shall be entitled to vacation with pay as provided for in the *Yukon Employment Standards Act*.
- 14.09 A probationary employee shall commence accruing vacation leave following the completion of eight working shifts but shall not be entitled to take vacation leave until successful completion of the probationary period.
- 14.10 The Fire Prevention or Chief Training Officers and Daytime Firefighter who receive pay for at least ten days in each calendar month shall be entitled to vacation leave in accordance with the following schedule:

YEARS OF CONTINUOUS SERVICE	MONTHLY ACCRUAL RATES	
	40 HOUR STANDARD WORK WEEK	35 HOUR STANDARD WORK WEEK
1 and less than 5	13.33 hours	11.66 hours
5 and less than 10	16.66 hours	14.58 hours
10 and over	20.00 hours	17.50 hours

- 14.11 The Fire Prevention or Chief Training Officers and Daytime Firefighter 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.

- 14.12 The Fire Prevention or Chief Training Officers and Daytime Firefighter whose continuous service date falls on or after the 16th of the month shall receive the next higher annual vacation leave accrual rate in the following month.
- 14.13 In January of each year the Employer shall pay each permanent employee for all unused accumulated vacation leave credits in excess of the number of days that were accumulated during the period from January 1 to December 31 of the immediately preceding two year period.
- (a) Notwithstanding section 14.13, the accumulated vacation leave for the two year period noted cannot be taken collectively unless unique circumstances exist and operational requirements permit the leave to be taken.

Long Service Leave

- 14.14 In the 21st year of continuous service and every five years thereafter, fire-fighters and Dispatcher will be entitled to an additional 14 shifts of vacation leave and the Fire Prevention and Chief Training Officers will be entitled to an additional 20 shifts of vacation leave. Vacation entitlements under this section shall be considered separately from those outlined in section 14.01 and will not be allocated as per section 14.04. The vacation entitlements under this section which remain unused at the end of the applicable five year period shall not be paid out if not taken and shall not be carried over into the next five year period except in retirement situations only.

Unspecified Leave

- 14.15 Upon completion of six (6) months' continuous service, an employee shall be granted unspecified leave days, as operational requirements permit, to be used when needed as follows:
- Fire-fighters and Dispatchers – 2 Working Shifts
- Fire Prevention, Chief Training Officers – 3 Working Shifts

Yukon Bonus

- 14.16 All permanent full time employees who have completed two (2) or more years of continuous service shall be entitled to receive a Yukon Bonus travel benefit in the amount of \$2900.00 and be entitled to the Yukon Bonus each subsequent year of continuous service thereafter:
- (a) 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, to the qualified employees defined above.
- (b) Subject to the provisions of section 14.16, an employee who has completed at least two (2) years of continuous service and who is laid off, terminated for health reasons or retires during the period of entitlement as in section 14.16 shall be entitled to a Yukon Bonus payment on a pro rata proportional to the number of completed months of service since his last Yukon Bonus entitlement date.

- (c) Subject to the provisions of section 14.16, an employee who has completed at least five (5) years of service and who voluntarily terminates during the period of entitlement as in 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 15: ILLNESS

15.01 Upon completion of 90 calendar days of continuous service, all permanent full time 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, or by reason of illness of a member of the employee's immediate family. The granting of such leave shall be subject to the following conditions:

Non-occupational Illness or Accident

15.02 An employee who is unable to report for his scheduled shift shall notify the Fire Chief or Platoon Chief 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 leave.

- (a) Subject to sections 15.03 and 15.04, an employee shall be entitled to time off with pay for periods of absence of four working shifts per calendar year. Absences in excess of three consecutive working shifts shall be accompanied by a certificate from a licensed physician and be governed by section 15.04 of this article.
- (b) Should it become apparent at any time that a pattern of absence is developing or that the employee is unable to perform the duties of the position, the Employer may require 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.
- (c) Employees who are required to undergo such examination will continue to be paid further sick leave subject to section 15.03 of this article 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.

Illness in the Immediate Family

15.03 Leave shall be granted to a maximum of two working shifts per calendar year at any one time when the employee's presence in the home is required to care for or to make arrangements for the care of a family member who is ill in accordance with the following conditions:

- (a) When no one at the employee's home other than the employee can provide for the needs of the family member who is ill;
- (b) In the case of illness of an adult family member, the illness must be of a nature which necessitates the employee's attendance upon that person;
- (c) When no family member other than the employee can escort a family member requiring medical attention to a physician and the family member is physically unable to do so himself;

- (d) For the purposes of this section, "Family" shall mean spouse, son, daughter, or father/mother if he/she is a permanent resident of the employee's household. "Family" shall further include common law spouse provided the common law relationship has existed for the full twelve (12) month period immediately preceding the application for leave and the employee's personal file confirms the commencement of such relationship.
- (e) The Employer may request a report from a qualified medical practitioner should any doubt exist as to the legitimacy of an application for such leave.

15.04 If in the current calendar year the employee has been granted the maximum leave specified for any of the reasons defined in section 15.02, further leave payments shall be reduced to fifty percent (50%) of the employees regular pay for each hour of leave taken for the remainder of the calendar year.

Wage Indemnity

15.05 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.

- (a) 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 shifts shall be entitled to time off with pay for a maximum of 17 weeks from the first shift of illness in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Maximum Benefit</u>
First 90 days	No provision
90 days to 1 year less 1 day	4 weeks at full pay, 13 weeks at 2/3 pay
1 year to 2 years less 1 day	7 weeks at full pay, 10 weeks at 2/3 pay
2 years to 3 years less 1 day	10 weeks at full pay, 7 weeks at 2/3 pay
3 years to 4 years less 1 day	13 weeks at full pay, 4 weeks at 2/3 pay
Over 4 years	17 weeks at full pay

- (b) It is further agreed that if an employee becomes ill in accordance with Weekly Indemnity Provisions during his regular days off and he has worked his last regular shift prior to his days off, the claim will be considered to begin on the fourth day of illness provided the fourth day of illness is a regular worked shift. A physician must certify the employee as totally disabled for a minimum of four days/shifts, including the regular days off he was ill, as well as those he normally would have worked. If these conditions are met, the employee will be entitled to time off with pay in accordance with the schedule outlined in section 15.05(a) for the days he regularly would have worked.
- (c) The cost of the Wage Indemnity Plan shall be borne by the employer.

15.06 Successive periods of disability separated by less than 30 calendar days of continuous full time service 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.

Long Term Disability

- 15.07 Permanent 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. An employee may be terminated from the City as a permanent employee should the total length of disability, including short term and casual sick leave, exceed 24 months in length. However, each case will be assessed on an individual basis and employees may be terminated earlier or later, depending on the circumstances.
- (a) Payments will be based on 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.
 - (b) Long Term Disability payments shall continue until the employee is able to return to full time employment in their original position, return to full time employment in another position should one be available, retires, or ceases to meet the entitlement conditions of the Insurer, whichever is earlier. The City shall make every reasonable effort to return the employee to the position they were in prior to the disability. The employee's wage shall be red circled if accommodation to a lesser paying position is required.
 - (c) The employee pays 100% of the monthly Long Term Disability premium. In turn, the City reimburses the employee this amount divided into monthly "LTD Top-up" payments.

Attendance Bonus

- 15.08 Any employee who is not absent from work for the reasons described in this article and/or those described in section 16.05 shall become entitled to an Attendance Bonus payment of one-third (1/3) shift for each calendar month during which no sick leave or injury on duty absence occurred.
- (a) Employees who are absent due to the reasons described in this article and/or section 16.05 for more than one shift with the absence continuing into the following month, will not lose their attendance bonus for the second month provided the absence does not exceed a total of four shifts.
 - (b) Attendance Bonus entitlements shall be accumulated to December 31st of each year and paid to entitled employees by January 31st of the following year.

ARTICLE 16: LEAVE OF ABSENCE

Bereavement Leave

- 16.01 An employee shall be authorised Bereavement Leave in accordance with Part 9, section 58 of the *Employment Standards Act*. Permanent employees will only be paid for bereavement leave taken as follows:
- (a) The Fire Chief shall grant a permanent employee leave of absence with pay for a period not exceeding six working shifts where there is a death in the employee's immediate family as outlined in 16.01 (b).
 - (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, son-in-law, daughter-in-law, grand-parent, grandparent-in-law, grandchild and any relative permanently residing in the employee's household or with whom the employee permanently resides. For the 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 personal file confirms the commencement of such relationship.
 - (c) A permanent employee shall be entitled to paid bereavement leave for a maximum of one working shift in the event of the death of the employee's brother-in-law, or sister-in-law. Additional leave taken in accordance with section 16.01(a) will be as Leave without Pay.

Marriage Leave

- 16.02 After the completion of one (1) year of continuous service, an employee who provides the Employer five (5) days' notice shall be granted leave with pay to a maximum of four (4) shifts for the purpose of getting married. Such leave shall be taken at the time of the marriage or at the time of the honeymoon provided the leave is approved and arranged prior to the marriage and is taken within the current calendar year.
- 16.03 An employee who gives the Fire Chief five (5) days' notice shall be granted leave, by the Fire Chief, to a maximum of one (1) shift for the purpose of attending the ceremony of the marriage of his son or daughter, current stepson or current stepdaughter.

Birth/Adoption Leave

- 16.04 Leave with pay to a maximum of two (2) shifts shall be granted to a male employee on the occasion of the adoption or birth of his child, and to a female employee on the occasion of the adoption of her child. These days can be taken either at the time of the birth/adoption and/or at the time the child comes home.

Injury On Duty Leave

- 16.05 Employees who are injured while on duty and have their claims approved by the Workers' Compensation Board shall receive full salary during their absence for a period not exceeding

twelve (12) months, but monies received from the Workers' Compensation Board shall be remitted to the Employer during that period.

Leave Without Pay

- 16.06 Leave without pay may be granted to an employee under special circumstances where in the opinion of the Fire Chief the operational efficiency of the department will not be adversely affected.
- (a) All applications for leave without pay in excess of three shifts shall be subject to the approval of the Fire Chief and the City Manager in advance of the leave being taken.
 - (b) An employee who has been granted leave without pay which results in the 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 premiums in order to maintain benefit coverage for the period of leave.
 - (c) 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 for vacation, Yukon Bonus, etc. to be advanced to compensate for the amount of leave taken.

Court Leave

- 16.07 Employees subpoenaed as a witness, or attending court proceedings on behalf of the Employer, shall be granted leave with pay for the time spent in court provided the time so spent is during a regular scheduled shift. It is understood that any pay received in connection with these activities shall be remitted to the Employer. Should employees be required to attend court proceedings on their off-duty time as result of their work they shall be compensated in accordance with article 10.08 (Call Out). Meal and other such expense allowances shall remain with the employee.

Maternity Leave

16.08

- (a) After completion of one year of continuous employment, pregnant employees shall be eligible for 17 weeks maternity leave without pay in accordance with the provisions of the Yukon Employment Standards Act.
- (b) An employee qualifying under section 16.08(a) shall, subject to the provisions of section 13.07(a), also 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.
- (c) A pregnant employee shall notify the Employer of her pregnancy and provide as confirmation a certificate from a qualified medical practitioner at least 15 weeks prior to the expected date of termination of the pregnancy.
- (d) A pregnant employee granted maternity leave shall take such leave between 11 weeks prior to the termination of the pregnancy and 26 weeks after the termination of the pregnancy. The employee shall indicate at the time of advice the length of leave required up to the maximum of 17 weeks under section

16.08(a) and up to 37 weeks under section 16.08(b). Should there be any question of the employee's ability to continue working, the employee may be required, at the Employer's request, to provide medical authorization of her fitness to continue working.

- (e) The Employer may, upon submission of a certificate from a qualified medical practitioner, permit the maternity leave referred to in section 16.08(a) to commence more than 11 weeks prior to the expected date of termination of the pregnancy, or extend the additional leave without pay more than 26 weeks after the termination of the pregnancy.
- (f) An employee who is on maternity leave shall provide the Employer with a minimum of six weeks' notice, in writing, of the date upon which she will return to work.
- (g) Provided she returns to work in accordance with section 16.08(f), an employee who has been absent on maternity leave shall retain and continue to accrue all her seniority in the bargaining unit for the period that she was on maternity leave.
- (h) An employee's continuous service date will not be advanced by the amount of the maternity leave taken under section 16.08(a) up to a maximum of 17 weeks or by the amount of the parental leave taken under section 16.08(b) up to a maximum of 37 weeks.
- (i) 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.

Unpaid Parental/Adoption Leave

16.09

- (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 16.08.
- (b) An employee's continuous service date will not be advanced by the amount of the parental leave taken under section 16.09(a) up to a maximum of 37 weeks.

ARTICLE 17: GROUP INSURANCE

17.01 The Employer shall provide the following insurance coverage for the employee:

\$100,000.00 -- Group Life Insurance

\$100,000.00 -- Accidental Death and Dismemberment

17.02 The insurance premiums shall be cost shared on the basis of ten percent by the employee and 90 percent by the Employer.

17.03 Coverage outlined in this article will commence for Employees on the date of hire.

ARTICLE 18: MEDICAL AND DENTAL BENEFITS

18.01 Provided the insurance policy requirements are met, the Employer shall provide and maintain the following medical and dental plan benefits for the employees:

- (a) The premiums shall be cost shared on the basis of twenty-five percent (25%) by the employee and seventy-five percent (75%) by the Employer.
 - (i) Extended Health Care
 - (ii) Dental Plan (Basic Services - 100%; Restorative - 50%)
- (b) Should the Yukon Health Care Premiums be reinstated, the premiums for the same shall be the responsibility of the employee, and the equivalent of Long Term Disability payments shall continue to be built into the employee's salary.
- (c) The Employer will advise the Union before the date that a change in policy carrier becomes effective.

18.02 Coverage outlined in section 18.01 will commence for new Permanent Employees on the first of the month following the completion of sixty (60) days continuous service.

ARTICLE 19: REGISTERED RETIREMENT SAVINGS PLAN

19.01 On the commencement date of employment, permanent employees shall enrol in the Employer's Group Registered Retirement Savings Plan.

19.02 Subject to the specific provisions of federal legislation, the Employer shall deduct 12.51% of the permanent employee's gross pay for each biweekly pay and deposit such deduction with the Group Registered Retirement Savings Plan holder.

19.03 The Employer shall reimburse employees, the RRSP deduction of 12.51%, bi-weekly. Such reimbursement shall not be considered as part of the employee's annual base salary for purposes of computing the value of any other benefit provided for under this contract.

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

19.05 Employees can transfer out from the Group Registered Retirement Savings Plan once per calendar year providing such transfer is in compliance with Canada Revenue Agency rules and restrictions.

19.06 All monies formerly locked-in/vested under the Group Pension Plan will remain locked-in/vested until retirement.

ARTICLE 20: EMPLOYMENT BEYOND AGE 60

20.01 The City Manager shall, upon the recommendation of the Fire Chief, allow an employee to remain in the Fire Department Service beyond the age of 60 years where such an extension is justified and in the best interests of the Fire Department, subject to the following conditions:

- (a) No single extension shall be granted for a period in excess of one year.

- (b) An independent medical examination by a physician of the Employer's choice will be required before an extension of service is considered. The cost of such medical examination shall be borne by the Employer.
- (c) No extension will be granted to an employee who is unable to prove a satisfactory level of physical fitness or to an employee whose past level of performance is less than satisfactory.
- (d) Under no circumstances shall an employee remain in the Fire Department Service beyond the age of 65 years.

ARTICLE 21: GENERAL PROVISIONS

- 21.01 The Employer shall make every reasonable effort to supply refreshments to employees who have been on duty at fires for extended periods. The cost of such refreshments shall be borne by the Employer. The meal shall be consumed as conditions permit.
- 21.02 Employees who have been on duty at fires for extended periods shall be provided with relief, at the discretion of the Fire Chief, when it is reasonable and practical to do so.

Prevailing Rights

- 21.03 All rights, privileges and working conditions currently enjoyed by the employees which are not included in this agreement shall remain in full force unchanged and unaffected in any manner during the term of this agreement unless changed by mutual consent.

Health Spending Allowance

- 21.04 All fulltime permanent employees will be eligible to receive a health spending allowance once every two year period to a maximum of \$500.00.

The health spending allowance will be paid to the total amount of submitted receipts for prescription eyeglasses, contact lenses, eye exams or other health related spending, for the employee or any member of the employee's immediate family as defined in Article 15.03 (d).

ARTICLE 22: MEDICAL EXAMINATIONS

- 22.01 The parties to this agreement recognise the essential need for fire-fighters to maintain a high degree of physical health, fitness, strength, agility, and dexterity. In order to ensure that acceptable standards are maintained, Employer-paid medical examinations of all permanent fire-fighters shall be required on an annual basis.
- 22.02 The Employer recognizes the physical nature of fire-fighting and agrees to provide for fitness activity time and access to equipment during the regular shift schedule of all employees, providing that same does not in the judgment of the Fire Chief impair emergency operations in any way. All employees will be provided a 50% discount to adult or family passes for access to the Canada Games Centre.
- 22.03 The parties agree to strike a permanent committee of representation from both the Employer and the Union to manage the Employee Wellness Program collaboratively, based on the following principles:
- (a) The Committee will be responsible for developing, implementing and managing a

program designed to increase employee awareness of wellness and improve and maintain the overall fitness of the unionized workforce.

- (b) The Employer agrees to include the Committee's recommended purchase of equipment in the capital budget of any new construction or renovation of a fire hall in the future.
- (c) Should the parties agree to purchase additional equipment; the Employer and the Union will share equally the cost of a capital program for the purpose of purchasing such additional exercise equipment based on the Committee's recommendations provided that both parties are able to fund the program.
- (d) The Employer agrees to be responsible for all costs associated with the maintenance and replacement of exercise equipment identified and associated with the Committee's recommendations.

22.04 It is understood that not all current fire station facilities have room for exercise equipment. However, the Employer agrees that should major renovations or the constructions of new fire stations take place, exercise space and facilities will be provided for. The Union will be consulted and the wellness committee provided an opportunity to make recommendations to the employer regarding that constructions and their input shall be given reasonable and due consideration.

ARTICLE 23: LEGAL REPRESENTATION

23.01 The Employer agrees to defend any and all claims, suits or actions made or filed against an employee and undertakes to indemnify an employee from any and all liability, loss or damage an employee may suffer as a result of claims, costs, demands or judgement against the employee, arising out of or in the course of the employee's normal duties and/or assignments, except where the action of the employee constitutes gross disregard or gross neglect of his duty. An employee shall notify the Employer immediately of any claim, suit or action made or filed against the employee. For the purpose of this article, a "claim", "suit" or "action" does not include a grievance or internal disciplinary proceedings.

ARTICLE 24: TECHNOLOGICAL/ORGANISATIONAL CHANGE

24.01 Should the Employer propose to effect a technological change that is likely to affect the terms and conditions or security of employment of a significant number of employees to whom this collective agreement applies, the Employer shall institute such change in accordance with section 52 of the *Canada Labour Code*, Part I.

24.02 In the event that the Employer intends to effect a change in the organisational structure of the Fire Department which would significantly impact on the terms and conditions or security of employment of employees to whom this collective agreement applies, the Employer shall notify the Union in advance of such change and shall provide the opportunity for the Union to express its views on the proposed change.

ARTICLE 25: DISCIPLINE

25.01 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 of eighteen (18) months following the date of the reprimand in accordance with this section.

- 25.02 Should no further disciplinary action be taken during the time period specified herein, the document shall then be removed from the file and forwarded to the employee concerned for destruction.
- 25.03 Any further disciplinary action taken during the time period 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.
- 25.04 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.
- 25.05 Employees shall have the right to Union Representation where formal discipline is being handed out.
- 25.06 Discipline and discharge shall only be for just cause.

ARTICLE 26: UNIFORMS AND EQUIPMENT

- 26.01 Uniform purchase shall be in accordance with Schedule B of this agreement.

Uniform Cleaning

- 26.02 Dry Cleaning of dress uniforms is provided by the city. Employees are entitled to a reasonable amount of dry cleaning each year.

Uniform Kit

- 26.03 All permanent employees of the Fire Department are expected to maintain their uniforms in good condition. With reasonable notice they may be requested by the Employer to produce, for inspection, all items in the "Uniform Kit", which shall consist of all items listed in 26.01 above. Items not in an acceptable condition will be ordered for the employee out of their available points from the following year(s) if necessary.

Fire-fighter Personal Protective Equipment Issue

- 26.04 All Fire-fighters will be issued with one set of personal protective equipment, as required by WCB Occupational Health and Safety Regulations and Fire Department policy, which will be renewed or replaced as required. Protective clothing shall conform to the provisions of the Occupational Health and Safety Regulations at all times.
- 26.05 Such equipment shall include NFPA approved turnouts complete with coat, pants and helmet, balaclava, hand and wrist protective gloves, all as part of an employee's personal protective equipment, where such standards exist.

ARTICLE 27: SAFETY PROVISIONS

- 27.01 The parties to this agreement shall at all times comply with relevant health and safety legislation and regulations. Any refusal on the part of an employee to work in contravention of such legislation and regulations shall not be deemed to be in breach of this agreement.
- (a) NFPA 1500 will be used as a guiding document to develop future workplace policies and procedures.
- 27.02 It is recognised 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 relevant City rules, policies and procedures.
- 27.03 There shall be a City of Whitehorse Safety Committee established and maintained and such Committee shall include one employee representative from the Fire Department determined by the union.
- 27.04 The Joint Consultation Committee will set up a process to review fire health and safety matters, local incidents for safety concerns, and reports of other significant incidents to ensure that the Department is operating in a safe manner during any incident. After a review of a local incident or other report, recommendations to the Employer may be made to improve the Department's safety policies.
- 27.05 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 actions taken and where possible have the hazard eliminated.
- 27.06 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 to see that the kits are properly cared for and maintained.

ARTICLE 28: SENIORITY/LAYOFF/RECALL

- 28.01 The Employer shall post in a conspicuous place in both fire halls a current list of all permanent full time employees indicating their seniority as of January 1 of the current year. Seniority shall be calculated from the date of hire to a permanent position. The seniority list shall be revised periodically by the Employer as changes occur. Age shall determine seniority for employees hired on the same date, with the older being more senior.
- 28.02 In determining the length of service of an employee for seniority purposes, such length of service shall be computed from the employee's date of hire in the Fire Department except that seniority shall not be applicable during the initial probationary period. When the probationary period is successfully completed, seniority will commence from the original date of hire into the Fire Department.
- 28.03 The employee shall retain and accrue his seniority where leave of absence has been granted by the Employer for a period of up to 90 calendar days, inclusive.

- (a) Such leave may be extended for an additional period of 30 days when approved by both the Employer and the Union in writing, and seniority will accrue during such extension.
- (b) Where an employee has been granted leave of absence on Her Majesty's Service, his seniority shall be continued from the date of re-entering the Employer's service.

Layoff/Recall

- 28.04 Where an employee is to be laid off, the Employer shall provide advance notice in writing of the effective date of the layoff. Such notice shall be at least 48 regularly scheduled shifts in advance of the effective date of the layoff. In lieu of such notice the Employer shall pay to the employee salary and benefits equivalent to 48 regular shifts.
- 28.05 In the event of a reduction in the work forces, layoff shall be affected in reverse order of seniority.
- 28.06 Subject to section 28.09, if layoffs occur, providing a senior man is capable of performing another job within the bargaining unit, he may exercise his seniority rights and take such job.
- 28.07 A laid off employee shall retain his seniority and right to recall within the bargaining unit for 24 months after the last date of layoff.
- 28.08 In the event of a recall or increase in the work force and subject to section 28.09, positions will be filled in reverse order of the layoff provided ability and qualifications are sufficient and the employee is willing to relocate at his own expense.
- 28.09 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.
- 28.10 Notwithstanding section 28.09, an employee may be recalled in a higher classification provided that the employee is capable of doing the job and the employee is not being recalled to a permanent position or if no successful candidate was located by means of job posting.
- 28.11 A laid off employee who is recalled to work within his right to recall period shall retain the annual vacation leave 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.
- 28.12 An employee shall be deemed to have resigned if after layoff he fails to acknowledge his availability to report to work within ten calendar days after notice of recall has been issued by the Employer through registered mail to the last address on record with the Human Resources Department and further if he fails to report to work within 15 calendar days after notice of recall has been issued. The time period for reporting to work, after being recalled, may be extended for a maximum of 30 days at the discretion of the Fire Chief when circumstances prevent the employee from reporting for work at the required time.

ARTICLE 29: SEVERANCE PAY

- 29.01 An employee who is terminated for cause shall not be paid severance pay.
- 29.02 On layoff or rejection on probation an employee with less than one (1) year of continuous service shall receive no severance; employees with a minimum of one (1) year of

continuous service shall receive severance pay as follows on termination;

- (a) Three (3) shifts' pay for each full year of continuous service if the employee has less than five (5) years of continuous service;
- (b) Three (3) shifts' pay for each of the first five (5) years of continuous service and five (5) shifts' pay for each additional completed year of service if the employee have more than five (5) years of continuous service, to a maximum of ninety (90) shifts less any period in respect of which severance pay was granted.

- 29.03 A permanent employee who has five or more years of continuous service shall on resignation receive one-half of the severance pay amount provided in section 29.02(b), to a maximum of 45 shifts less any period in respect of which the employee was previously granted severance for a layoff.
- 29.04 A permanent employee who has 20 years or more of continuous service shall upon resignation be paid five shifts' severance pay for each completed year of continuous service to a maximum of 100 shifts less any period in respect of which severance pay was granted.
- 29.05 If an employee dies while employed with the City of Whitehorse, all severance owing will be paid to the employee's designated beneficiary and/or estate as outlined under this article.

ARTICLE 30: JOINT CONSULTATION COMMITTEE

- 30.01 A Joint Consultation Committee shall be appointed and shall consist of equal representation of the parties and unless otherwise agreed to shall not exceed three representatives from each party.
- 30.02 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.
- 30.03 A Union representative who has been appointed to the Joint Consultation Committee and who attends Joint Consultation meetings scheduled outside his regular working hours shall be paid for all hours in attendance at the straight time rate of pay.

ARTICLE 31: GRIEVANCE PROCEDURE

- 31.01 Should any difference arise between the parties bound by this agreement concerning its interpretation, application and operation or alleged violation thereof, including any question or grievance arising from the suspension or dismissing of any employee, and including any question as to whether any matter is arbitrable, there shall be no stoppage of work on account of such difference and an earnest effort shall be made to settle the matter promptly in the following manner:

Step 1

- 31.02 The aggrieved employee shall take the matter up with his Department Manager within ten working shifts of the alleged grievance occurring or becoming apparent. If no settlement can be reached within ten working shifts, Step 2 may be taken. The Association is to be advised of the decision within five (5) Employer's business days.

Step 2

31.03 The Shop Steward and/or Union representative shall take the matter up with the Division Director. Failing settlement at this stage, within ten working shifts, the grievance may proceed to Step 3. The Association is to be advised of the Step 2 decision within five (5) Employer's business days.

Step 3

31.04 The grievance in question shall be in writing and the employee, assisted by his Shop Steward and/or Union representative, shall take the matter up with the City Manager with the department manager in attendance if the City Manager so wishes. If a satisfactory settlement cannot be reached within ten working shifts, the employee may proceed to Step 4. The Association is to be advised of the Step 3 decision within five (5) Employer's business days.

31.05 Failure of the parties to comply with the time limits specified in sections 31.02, 13.03 and 13.04, unless otherwise agreed to, shall be deemed to be an abandonment of the grievance.

Step 4 - Arbitration

31.06 In the event that a mutually acceptable settlement cannot be reached in the preceding three steps, the matter may be referred to Arbitration. By mutual agreement, the Union and the Employer will determine whether to use a three-person arbitration board or a single arbitrator.

Arbitration Board

31.07 If both parties or either party elect to use a three-person arbitration board, then it shall be appointed and operate as follows:

- (a) The party desiring arbitration shall appoint a member for the Board and shall notify the other party in writing of the name and address of the person so appointed and particulars of the matter in dispute.
- (b) The party receiving the notice shall within ten calendar days appoint a member for the board and notify the other party of its appointment.
- (c) The two arbitrators, so appointed, shall confer to select a third person to be chairperson, and failing for five working days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour of Canada to appoint such a third member.
- (d) The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated, and make its award within ten working days from the date of the appointment of the chairperson. The parties may extend the time by agreement in writing.
- (e) If the Arbitration Board finds (or if at any earlier stage of the Grievance Procedure it is found) that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Employer without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the suspension or discharge had not taken place, or if the Arbitration Board finds (or if at any earlier stage of the Grievance Procedure it is found) that an ex-employee should have

been rehired, that ex-employee shall be employed by the Employer and paid all pay which he would have enjoyed and accorded all rights, privileges and benefits which he would have enjoyed if he had been hired at the proper time. PROVIDED THAT if it is shown to the Board that the employee has been in receipt of salary during the period between discharge or suspension and reinstatement or date of failure to rehire and rehiring, the amount so received shall be deducted from salary payable by the Employer pursuant to this section, less any expenses which the employee has incurred in order to earn the salary.

- (f) The Arbitration Board shall have the right to modify any penalty imposed by the Employer on an employee.
- (g) A majority decision of the Arbitration Board shall be final and binding upon the parties.
- (h) If the award of the Arbitration Board is subsequently set aside by a court of competent jurisdiction, the question shall at the request of either party be submitted to another Arbitration Board appointed pursuant to and with all the powers provided by this section.
- (i) The expenses and remuneration of the chairperson shall be paid by the parties in equal shares.
- (j) Without restricting the specific powers hereinbefore mentioned, the Arbitration Board shall have all the general powers of an Arbitration Board.

Single Arbitrator

31.08 If both parties agree to use a single arbitrator then one shall be appointed and shall operate as follows:

- (a) The party desiring arbitration shall notify the other party in writing of its desire to do so and to appoint a single arbitrator. The other party will respond in writing within ten calendar days as to whether a single arbitrator is acceptable, and the parties will endeavour to mutually agree upon a person to act in such capacity.
- (b) If the parties are unable to agree to a single arbitrator, or if they are unable to agree upon a person to act in such capacity, an arbitration board as outlined in section 31.07 shall be appointed.
- (c) Once a single arbitrator has been agreed upon, the arbitrator shall have the same powers and be governed by the same procedures as outlined in section 31.07, subsections (d) to (h) inclusive.
- (d) Each party shall bear one-half of the expenses of the arbitrator.
- (e) Without restricting the specific powers hereinbefore mentioned, the arbitrator shall have all the general powers of an arbitrator.

31.09 Any difference between the parties to this agreement concerning its interpretation, application and operation or alleged violation thereof, including any question as to whether any matter is arbitrable, which cannot be instituted by Step 1 shall be instituted at Step 3 with a written statement of the matter in dispute being submitted by the aggrieved party to the other party. If the aggrieved party is the Employer, the written statement of the matter in dispute shall be submitted to the President of the Union and if the aggrieved party is the Union, the written statement of the matter in dispute shall be submitted to the City

Manager. If after a meeting between the parties a satisfactory settlement cannot be reached under Step 3, then within ten working days of such meeting, the aggrieved party may proceed to Step 4.

ARTICLE 32: FUNERAL COSTS

32.01 The city agrees to contribute up to two months' salary towards the costs incurred to provide a full honours Line of Duty Death service for any employee covered by and presently enjoying the benefits provided for in this agreement whose death has been attributed to the work they perform and has been ruled by the Workers Compensation Board compensable. Such services will be in keeping with the IAFF and CAFC accepted protocols. The service, ceremony and other events associated with the ceremony shall be coordinated and collaborated on together with a committee consisting of liaisons from the family, Local 2217 and the Fire Chief.

ARTICLE 33: ROLE OF THE VOLUNTEER/AUXILIARY FIRE-FIGHTERS

33.01 It is agreed that all casual, relief, auxiliary/volunteer and/or paid-call fire-fighters shall work in support of the regular permanent full time Fire-fighters. They shall not be scheduled to regular shifts or perform the duties of regular full time Fire-fighters in a manner that would cause a permanent full time Fire-fighter to be displaced or not replaced when a position is left vacant temporarily or by the departure of an employee, unless otherwise agreed to by the union.

ARTICLE 34: CONTRACTING OUT

- 34.01 Three months prior to the contracting out of a function presently performed by members of the bargaining unit 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.
- 34.02 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 contracting a service, lose his employment with the Employer.
- 34.03 In the event of contracting out a service, a displaced employee's wage shall be red-circled until such time as he is successful in obtaining a position with an equivalent pay range or higher. The Employer shall make every reasonable effort to place employees affected by contracting out in permanent positions with an equal rate of pay to that received prior to such leasing or contracting out.
- 34.04 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.
- 34.05 Notwithstanding the above, 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 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.

- 34.06 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 35: PROFESSIONAL FEES

- 35.01 The employer shall pay professional, certification and recertification, registration and other fees for any employee who is required by the employer to maintain such professional affiliation or licensing or certification, other than Union dues or affiliated Union organizations.

ARTICLE 36: SAVINGS CLAUSE

- 36.01 If any article or section of this agreement, or the application of such article or section, should be rendered or declared invalid by any court of competent jurisdiction or by reason of any existing or subsequently enacted governing legislation, the remaining articles or sections of this agreement shall remain in full force and effect.

ARTICLE 37: CONTRACT NEGOTIATIONS

- 37.01 If during contract negotiations the bargaining parties (representatives of the Employer and the Union) are unable to reach a settlement, both parties shall agree to submit to Binding Arbitration without the right to strike or lockout. The Arbitrator's report shall be final and binding on both parties and each party shall bear the expense of their Arbitrator and pay one-half (1/2) of the expense of the Chairperson. The provisions of the *Canada Labour Code* (Part I) shall govern the procedures of the Arbitration Board.

ARTICLE 38: DURATION

- 38.01 This agreement and all of its provisions shall be deemed to have come into full force and effect on the first day of January, A.D. 2014 and shall continue in full force and effect until December 31, A.D. 2021 and thereafter from year to year unless either the Employer or the Union shall give written notice to the other as provided by the *Canada Labour Code* (Part I) that it desires that this agreement shall be revised, modified, or amended.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on this 24th day of November, A.D., 2014.

THE CITY OF WHITEHORSE

Dan Curtis, Mayor

Christine Smith, City Manager

Robert Fendrick, City Clerk

INTERNATIONAL ASSOCIATION OF FIRE-FIGHTERS, LOCAL 2217

Barry Blisner, President

Scott MacFarlane, Treasurer

Brian Fedoriak, Vice President

Mike Albertini, Shop Steward

NEGOTIATED BY:

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Summary of Monetary Increases

Duration: January 1, 2014 to December 31, 2021

Wage Increases

January 1, 2014	1%
July 1, 2014	0.5%
January 1, 2015	1%
July 1, 2015	1%
January 1, 2016	1%
July 1, 2016	1%
January 1, 2017	1%
July 1, 2017	1.5%
January 1, 2018	1.5%
January 1, 2019	1.5%
January 1, 2020	1.5%
January 1, 2021	1.75%

Market Adjustments

July 1, 2014	3%
July 1, 2015	2%
July 1, 2016	2.5%
July 1, 2017	3%

SCHEDULE "A" – SALARY SCHEDULES

Member Remuneration January 1 - June 30, 2014 1%				
Classification/Rank	Percentage compared to 1st Class Rate			
	@ 100%	Annual Rate	Biweekly Rate	Hourly Rate
Rookie Firefighter, 1 - 6 months	70%	59757.05	2290.60	27.27
4th Class Firefighter, 7 - 12 months	75%	64025.41	2454.21	29.22
3rd Class Firefighter, 2nd year	80%	68293.77	2617.82	31.16
2nd Class Firefighter, 3rd year	90%	76830.49	2945.05	35.06
1st Class Firefighter, 4 to 5 years	100%	85367.21	3272.28	38.96
1st Class Firefighter, 6 - 10 years	102%	87074.55	3337.72	39.73
1st Class Firefighter, 11 - 15 years	103%	87928.23	3370.45	40.12
1st Class Firefighter, 16+ years	104%	88781.90	3403.17	40.51
Rookie Dispatcher, 1 - 6 months	65%	55488.69	2126.98	25.32
4th Class Dispatcher, 7 - 12 months	70%	59757.05	2290.60	27.27
3rd Class Dispatcher, 2nd year	75%	64025.41	2454.21	29.22
2nd Class Dispatcher, 3rd year	80%	68293.77	2617.82	31.16
1st Class Dispatcher, 4 to 5 years	95%	81098.85	3108.66	37.01
1st Class Dispatcher, 6 - 10 years	97%	82806.19	3174.11	37.79
1st Class Dispatcher, 11 - 15 years	98%	83659.87	3206.83	38.18
1st Class Dispatcher, 16+ years	99%	84513.54	3239.56	38.57
Platoon Chief	125.5%	107135.85	4106.71	48.89
Captain	115.5%	98599.13	3779.48	44.99
Fire Prevention Officer, 1 st year	105%	74696.31	2863.24	40.90
Fire Prevention Officer, 2 nd year	112%	79676.06	3054.13	43.63
Fire Prevention Officer, 3 rd year	118%	83944.42	3217.74	45.97
Fire Prevention Officer, 4 th year	125.5%	89279.87	3422.26	48.89
Chief Training Officer, 1 st year	116%	82521.64	3163.20	45.19
Chief Training Officer, 2 nd year	121%	86078.60	3299.55	47.14
Chief Training Officer, 3 rd year	123%	87501.39	3354.09	47.92
Chief Training Officer, 4 th year	125.5%	89279.87	3422.26	48.89

SCHEDULE "A" – SALARY SCHEDULES (Continued)

	Market Adjustment July 1, 2014 3%				
Rookie Firefighter, 1 - 6 months	70%	61549.76	2359.31	28.09	
4th Class Firefighter, 7 - 12 months	75%	65946.17	2527.84	30.09	
3rd Class Firefighter, 2nd year	80%	70342.58	2696.36	32.10	
2nd Class Firefighter, 3rd year	90%	79135.40	3033.40	36.11	
1st Class Firefighter, 4 to 5 years	100%	87928.23	3370.45	40.12	
1st Class Firefighter, 6 - 10 years	102%	89686.79	3437.86	40.93	
1st Class Firefighter, 11 - 15 years	103%	90566.07	3471.56	41.33	
1st Class Firefighter, 16+ years	104%	91445.35	3505.27	41.73	
Rookie Dispatcher, 1 - 6 months	65%	57153.35	2190.79	26.08	
4th Class Dispatcher, 7 - 12 months	70%	61549.76	2359.31	28.09	
3rd Class Dispatcher, 2nd year	75%	65946.17	2527.84	30.09	
2nd Class Dispatcher, 3rd year	80%	70342.58	2696.36	32.10	
1st Class Dispatcher, 4 to 5 years	95%	83531.81	3201.92	38.12	
1st Class Dispatcher, 6 - 10 years	97%	85290.38	3269.33	38.92	
1st Class Dispatcher, 11 - 15 years	98%	86169.66	3303.04	39.32	
1st Class Dispatcher, 16+ years	99%	87048.94	3336.74	39.72	
Platoon Chief	125.5%	110349.92	4229.91	50.36	
Captain	115.5%	101557.10	3892.87	46.34	
Fire Prevention Officer, 1 st year	105%	76937.20	2949.14	42.13	
Fire Prevention Officer, 2 nd year	112%	82066.34	3145.75	44.94	
Fire Prevention Officer, 3 rd year	118%	86462.76	3314.27	47.35	
Fire Prevention Officer, 4 th year	125.5%	91958.27	3524.93	50.36	
Chief Training Officer, 1 st year	116%	84997.28	3258.10	46.54	
Chief Training Officer, 2 nd year	121%	88660.96	3398.53	48.55	
Chief Training Officer, 3 rd year	123%	90126.43	3454.71	49.35	
Chief Training Officer, 4 th year	125.5%	91958.27	3524.93	50.36	

SCHEDULE "A" – SALARY SCHEDULES (Continued)

Member Remuneration July 1 - December 31, 2014 0.5%				
Rookie Firefighter, 1 - 6 months	70%	61857.51	2371.11	28.23
4th Class Firefighter, 7 - 12 months	75%	66275.90	2540.47	30.24
3rd Class Firefighter, 2nd year	80%	70694.29	2709.84	32.26
2nd Class Firefighter, 3rd year	90%	79531.08	3048.57	36.29
1st Class Firefighter, 4 to 5 years	100%	88367.87	3387.30	40.32
1st Class Firefighter, 6 - 10 years	102%	90135.22	3455.05	41.13
1st Class Firefighter, 11 - 15 years	103%	91018.90	3488.92	41.53
1st Class Firefighter, 16+ years	104%	91902.58	3522.79	41.94
Rookie Dispatcher, 1 - 6 months	65%	57439.11	2201.74	26.21
4th Class Dispatcher, 7 - 12 months	70%	61857.51	2371.11	28.23
3rd Class Dispatcher, 2nd year	75%	66275.90	2540.47	30.24
2nd Class Dispatcher, 3rd year	80%	70694.29	2709.84	32.26
1st Class Dispatcher, 4 to 5 years	95%	83949.47	3217.93	38.31
1st Class Dispatcher, 6 - 10 years	97%	85716.83	3285.68	39.12
1st Class Dispatcher, 11 - 15 years	98%	86600.51	3319.55	39.52
1st Class Dispatcher, 16+ years	99%	87484.19	3353.43	39.92
Platoon Chief	125.5%	110901.67	4251.06	50.61
Captain	115.5%	102064.89	3912.33	46.58
Fire Prevention Officer, 1 st year	105%	77321.88	2963.89	42.34
Fire Prevention Officer, 2 nd year	112%	82476.68	3161.48	45.16
Fire Prevention Officer, 3 rd year	118%	86895.07	3330.84	47.58
Fire Prevention Officer, 4 th year	125.5%	92418.06	3542.55	50.61
Chief Training Officer, 1 st year	116%	85422.27	3274.39	46.78
Chief Training Officer, 2 nd year	121%	89104.27	3415.53	48.79
Chief Training Officer, 3 rd year	123%	90577.06	3471.98	49.60
Chief Training Officer, 4 th year	125.5%	92418.06	3542.55	50.61

SCHEDULE "A" – SALARY SCHEDULES (Continued)

Member Remuneration January 1 - June 30, 2015 1%				
Classification/Rank	Percentage compared to 1st Class Rate @ 100%	Annual Rate	Biweekly Rate	Hourly Rate
Rookie Firefighter, 1 - 6 months	70%	62476.08	2394.82	28.51
4th Class Firefighter, 7 - 12 months	75%	66938.66	2565.88	30.55
3rd Class Firefighter, 2nd year	80%	71401.24	2736.94	32.58
2nd Class Firefighter, 3rd year	90%	80326.39	3079.06	36.66
1st Class Firefighter, 4 to 5 years	100%	89251.55	3421.17	40.73
1st Class Firefighter, 6 - 10 years	102%	91036.58	3489.60	41.54
1st Class Firefighter, 11 - 15 years	103%	91929.09	3523.81	41.95
1st Class Firefighter, 16+ years	104%	92821.61	3558.02	42.36
Rookie Dispatcher, 1 - 6 months	65%	58013.50	2223.76	26.47
4th Class Dispatcher, 7 - 12 months	70%	62476.08	2394.82	28.51
3rd Class Dispatcher, 2nd year	75%	66938.66	2565.88	30.55
2nd Class Dispatcher, 3rd year	80%	71401.24	2736.94	32.58
1st Class Dispatcher, 4 to 5 years	95%	84788.97	3250.11	38.69
1st Class Dispatcher, 6 - 10 years	97%	86574.00	3318.54	39.51
1st Class Dispatcher, 11 - 15 years	98%	87466.51	3352.75	39.91
1st Class Dispatcher, 16+ years	99%	88359.03	3386.96	40.32
Platoon Chief	125.5%	112010.69	4293.57	51.11
Captain	115.5%	103085.53	3951.45	47.04
Fire Prevention Officer, 1 st year	105%	78095.10	2993.53	42.76
Fire Prevention Officer, 2 nd year	112%	83301.44	3193.09	45.62
Fire Prevention Officer, 3 rd year	118%	87764.02	3364.15	48.06
Fire Prevention Officer, 4 th year	125.5%	93342.24	3577.98	51.11
Chief Training Officer, 1 st year	116%	86276.49	3307.13	47.24
Chief Training Officer, 2 nd year	121%	89995.31	3449.68	49.28
Chief Training Officer, 3 rd year	123%	91482.83	3506.70	50.10
Chief Training Officer, 4 th year	125.5%	93342.24	3577.98	51.11

SCHEDULE "A" – SALARY SCHEDULES (Continued)

Market Adjustment July 1, 2015 2%				
Classification/Rank	Percentage compared to 1st Class Rate			
	@ 100%	Annual Rate	Biweekly Rate	Hourly Rate
Rookie Firefighter, 1 - 6 months	70%	63725.60	2442.72	29.08
4th Class Firefighter, 7 - 12 months	75%	68277.43	2617.20	31.16
3rd Class Firefighter, 2nd year	80%	72829.26	2791.68	33.23
2nd Class Firefighter, 3rd year	90%	81932.92	3140.64	37.39
1st Class Firefighter, 4 to 5 years	100%	91036.58	3489.60	41.54
1st Class Firefighter, 6 - 10 years	102%	92857.31	3559.39	42.37
1st Class Firefighter, 11 - 15 years	103%	93767.67	3594.28	42.79
1st Class Firefighter, 16+ years	104%	94678.04	3629.18	43.20
Rookie Dispatcher, 1 - 6 months	65%	59173.77	2268.24	27.00
4th Class Dispatcher, 7 - 12 months	70%	63725.60	2442.72	29.08
3rd Class Dispatcher, 2nd year	75%	68277.43	2617.20	31.16
2nd Class Dispatcher, 3rd year	80%	72829.26	2791.68	33.23
1st Class Dispatcher, 4 to 5 years	95%	86484.75	3315.12	39.47
1st Class Dispatcher, 6 - 10 years	97%	88305.48	3384.91	40.30
1st Class Dispatcher, 11 - 15 years	98%	89215.84	3419.80	40.71
1st Class Dispatcher, 16+ years	99%	90126.21	3454.70	41.13
Platoon Chief	125.5%	114250.90	4379.44	52.14
Captain	115.5%	105147.25	4030.48	47.98
Fire Prevention Officer, 1 st year	105%	79657.00	3053.40	43.62
Fire Prevention Officer, 2 nd year	112%	84967.47	3256.96	46.53
Fire Prevention Officer, 3 rd year	118%	89519.30	3431.44	49.02
Fire Prevention Officer, 4 th year	125.5%	95209.09	3649.54	52.14
Chief Training Officer, 1 st year	116%	88002.02	3373.28	48.19
Chief Training Officer, 2 nd year	121%	91795.21	3518.68	50.27
Chief Training Officer, 3 rd year	123%	93312.49	3576.84	51.10
Chief Training Officer, 4 th year	125.5%	95209.09	3649.54	52.14

SCHEDULE "A" – SALARY SCHEDULES (Continued)

Member Remuneration
July 1 - December 31, 2015
1%

Classification/Rank	Percentage compared to 1st Class Rate @ 100%	Annual Rate	Biweekly Rate	Hourly Rate
Rookie Firefighter, 1 - 6 months	70%	64362.86	2467.14	29.37
4th Class Firefighter, 7 - 12 months	75%	68960.21	2643.37	31.47
3rd Class Firefighter, 2nd year	80%	73557.55	2819.59	33.57
2nd Class Firefighter, 3rd year	90%	82752.25	3172.04	37.76
1st Class Firefighter, 4 to 5 years	100%	91946.94	3524.49	41.96
1st Class Firefighter, 6 - 10 years	102%	93785.88	3594.98	42.80
1st Class Firefighter, 11 - 15 years	103%	94705.35	3630.23	43.22
1st Class Firefighter, 16+ years	104%	95624.82	3665.47	43.64
Rookie Dispatcher, 1 - 6 months	65%	59765.51	2290.92	27.27
4th Class Dispatcher, 7 - 12 months	70%	64362.86	2467.14	29.37
3rd Class Dispatcher, 2nd year	75%	68960.21	2643.37	31.47
2nd Class Dispatcher, 3rd year	80%	73557.55	2819.59	33.57
1st Class Dispatcher, 4 to 5 years	95%	87349.59	3348.27	39.86
1st Class Dispatcher, 6 - 10 years	97%	89188.53	3418.76	40.70
1st Class Dispatcher, 11 - 15 years	98%	90108.00	3454.00	41.12
1st Class Dispatcher, 16+ years	99%	91027.47	3489.25	41.54
Platoon Chief	125.5%	115393.41	4423.24	52.66
Captain	115.5%	106198.72	4070.79	48.46
Fire Prevention Officer, 1 st year	105%	80453.57	3083.93	44.06
Fire Prevention Officer, 2 nd year	112%	85817.15	3289.53	46.99
Fire Prevention Officer, 3 rd year	118%	90414.49	3465.75	49.51
Fire Prevention Officer, 4 th year	125.5%	96161.18	3686.03	52.66
Chief Training Officer, 1 st year	116%	88882.04	3407.01	48.67
Chief Training Officer, 2 nd year	121%	92713.17	3553.86	50.77
Chief Training Officer, 3 rd year	123%	94245.62	3612.60	51.61
Chief Training Officer, 4 th year	125.5%	96161.18	3686.03	52.66

SCHEDULE "A" – SALARY SCHEDULES (Continued)

Member Remuneration January 1 - June 30, 2016 1%				
Classification/Rank	Percentage compared to 1st Class Rate			
	@ 100%	Annual Rate	Biweekly Rate	Hourly Rate
Rookie Firefighter, 1 - 6 months	70%	65006.49	2491.82	29.66
4th Class Firefighter, 7 - 12 months	75%	69649.81	2669.80	31.78
3rd Class Firefighter, 2nd year	80%	74293.13	2847.79	33.90
2nd Class Firefighter, 3rd year	90%	83579.77	3203.76	38.14
1st Class Firefighter, 4 to 5 years	100%	92866.41	3559.74	42.38
1st Class Firefighter, 6 - 10 years	102%	94723.74	3630.93	43.23
1st Class Firefighter, 11 - 15 years	103%	95652.40	3666.53	43.65
1st Class Firefighter, 16+ years	104%	96581.07	3702.13	44.07
Rookie Dispatcher, 1 - 6 months	65%	60363.17	2313.83	27.55
4th Class Dispatcher, 7 - 12 months	70%	65006.49	2491.82	29.66
3rd Class Dispatcher, 2nd year	75%	69649.81	2669.80	31.78
2nd Class Dispatcher, 3rd year	80%	74293.13	2847.79	33.90
1st Class Dispatcher, 4 to 5 years	95%	88223.09	3381.75	40.26
1st Class Dispatcher, 6 - 10 years	97%	90080.42	3452.94	41.11
1st Class Dispatcher, 11 - 15 years	98%	91009.08	3488.54	41.53
1st Class Dispatcher, 16+ years	99%	91937.75	3524.14	41.95
Platoon Chief	125.5%	116547.35	4467.47	53.18
Captain	115.5%	107260.71	4111.50	48.95
Fire Prevention Officer, 1 st year	105%	81258.11	3114.77	44.50
Fire Prevention Officer, 2 nd year	112%	86675.32	3322.42	47.46
Fire Prevention Officer, 3 rd year	118%	91318.64	3500.41	50.01
Fire Prevention Officer, 4 th year	125.5%	97122.79	3722.89	53.18
Chief Training Officer, 1 st year	116%	89770.86	3441.08	49.16
Chief Training Officer, 2 nd year	121%	93640.30	3589.40	51.28
Chief Training Officer, 3 rd year	123%	95188.07	3648.73	52.12
Chief Training Officer, 4 th year	125.5%	97122.79	3722.89	53.18

SCHEDULE "A" – SALARY SCHEDULES (Continued)

Market Adjustment July 1, 2016 2.5%				
Classification/Rank	Percentage compared to 1st Class Rate @ 100%	Annual Rate	Biweekly Rate	Hourly Rate
Rookie Firefighter, 1 - 6 months	70%	66631.65	2554.11	30.41
4th Class Firefighter, 7 - 12 months	75%	71391.05	2736.55	32.58
3rd Class Firefighter, 2nd year	80%	76150.46	2918.98	34.75
2nd Class Firefighter, 3rd year	90%	85669.26	3283.86	39.09
1st Class Firefighter, 4 to 5 years	100%	95188.07	3648.73	43.44
1st Class Firefighter, 6 - 10 years	102%	97091.83	3721.70	44.31
1st Class Firefighter, 11 - 15 years	103%	98043.71	3758.19	44.74
1st Class Firefighter, 16+ years	104%	98995.59	3794.68	45.17
Rookie Dispatcher, 1 - 6 months	65%	61872.25	2371.67	28.23
4th Class Dispatcher, 7 - 12 months	70%	66631.65	2554.11	30.41
3rd Class Dispatcher, 2nd year	75%	71391.05	2736.55	32.58
2nd Class Dispatcher, 3rd year	80%	76150.46	2918.98	34.75
1st Class Dispatcher, 4 to 5 years	95%	90428.67	3466.29	41.27
1st Class Dispatcher, 6 - 10 years	97%	92332.43	3539.27	42.13
1st Class Dispatcher, 11 - 15 years	98%	93284.31	3575.76	42.57
1st Class Dispatcher, 16+ years	99%	94236.19	3612.24	43.00
Platoon Chief	125.5%	119461.03	4579.16	54.51
Captain	115.5%	109942.22	4214.28	50.17
Fire Prevention Officer, 1 st year	105%	83289.56	3192.64	45.61
Fire Prevention Officer, 2 nd year	112%	88842.20	3405.48	48.65
Fire Prevention Officer, 3 rd year	118%	93601.60	3587.92	51.26
Fire Prevention Officer, 4 th year	125.5%	99550.86	3815.96	54.51
Chief Training Officer, 1 st year	116%	92015.14	3527.11	50.39
Chief Training Officer, 2 nd year	121%	95981.31	3679.14	52.56
Chief Training Officer, 3 rd year	123%	97567.77	3739.95	53.43
Chief Training Officer, 4 th year	125.5%	99550.86	3815.96	54.51

SCHEDULE "A" – SALARY SCHEDULES (Continued)

Member Remuneration
July 1 - December 31, 2016
1.0%

Classification/Rank	Percentage compared to 1st Class Rate @ 100%	Annual Rate	Biweekly Rate	Hourly Rate
Rookie Firefighter, 1 - 6 months	70%	67297.97	2579.65	30.71
4th Class Firefighter, 7 - 12 months	75%	72104.96	2763.91	32.90
3rd Class Firefighter, 2nd year	80%	76911.96	2948.17	35.10
2nd Class Firefighter, 3rd year	90%	86525.96	3316.70	39.48
1st Class Firefighter, 4 to 5 years	100%	96139.95	3685.22	43.87
1st Class Firefighter, 6 - 10 years	102%	98062.75	3758.92	44.75
1st Class Firefighter, 11 - 15 years	103%	99024.15	3795.77	45.19
1st Class Firefighter, 16+ years	104%	99985.55	3832.63	45.63
Rookie Dispatcher, 1 - 6 months	65%	62490.97	2395.39	28.52
4th Class Dispatcher, 7 - 12 months	70%	67297.97	2579.65	30.71
3rd Class Dispatcher, 2nd year	75%	72104.96	2763.91	32.90
2nd Class Dispatcher, 3rd year	80%	76911.96	2948.17	35.10
1st Class Dispatcher, 4 to 5 years	95%	91332.95	3500.96	41.68
1st Class Dispatcher, 6 - 10 years	97%	93255.75	3574.66	42.56
1st Class Dispatcher, 11 - 15 years	98%	94217.15	3611.51	42.99
1st Class Dispatcher, 16+ years	99%	95178.55	3648.37	43.43
Platoon Chief	125.5%	120655.64	4624.95	55.06
Captain	115.5%	111041.65	4256.43	50.67
Fire Prevention Officer, 1 st year	105%	84122.46	3224.57	46.07
Fire Prevention Officer, 2 nd year	112%	89730.62	3439.54	49.14
Fire Prevention Officer, 3 rd year	118%	94537.62	3623.80	51.77
Fire Prevention Officer, 4 th year	127.0%	101748.12	3900.19	55.72
Chief Training Officer, 1 st year	116%	92935.29	3562.38	50.89
Chief Training Officer, 2 nd year	121%	96941.12	3715.93	53.08
Chief Training Officer, 3 rd year	123%	98543.45	3777.35	53.96
Chief Training Officer, 4 th year	125.5%	100546.37	3854.12	55.06

SCHEDULE "A" – SALARY SCHEDULES (Continued)

Member Remuneration & Indice Change for italicized members
January 1, 2017 - June 30, 2017
1%

Classification/Rank	Percentage compared to 1st Class Rate @ 100%	Annual Rate	Biweekly Rate	Hourly Rate
Rookie Firefighter, 1 - 6 months	70%	67970.95	2605.45	31.02
4th Class Firefighter, 7 - 12 months	75%	72826.01	2791.55	33.23
3rd Class Firefighter, 2nd year	80%	77681.08	2977.66	35.45
2nd Class Firefighter, 3rd year	90%	87391.22	3349.86	39.88
1st Class Firefighter, 4 to 5 years	100%	97101.35	3722.07	44.31
1st Class Firefighter, 6 - 10 years	102%	99043.38	3796.51	45.20
1st Class Firefighter, 11 - 15 years	103%	100014.39	3833.73	45.64
1st Class Firefighter, 16+ years	104%	100985.41	3870.95	46.08
Rookie Dispatcher, 1 - 6 months	65%	63115.88	2419.35	28.80
4th Class Dispatcher, 7 - 12 months	70%	67970.95	2605.45	31.02
3rd Class Dispatcher, 2nd year	75%	72826.01	2791.55	33.23
2nd Class Dispatcher, 3rd year	80%	77681.08	2977.66	35.45
1st Class Dispatcher, 4 to 5 years	95%	92246.28	3535.97	42.09
1st Class Dispatcher, 6 - 10 years	97%	94188.31	3610.41	42.98
1st Class Dispatcher, 11 - 15 years	98%	95159.32	3647.63	43.42
1st Class Dispatcher, 16+ years	99%	96130.34	3684.85	43.87
<i>Platoon Chief</i>	<i>129%</i>	125260.74	4801.47	57.16
<i>Captain</i>	<i>118%</i>	114579.60	4392.04	52.29
Fire Prevention Officer, 1 st year	105%	97392.66	3733.24	53.33
Fire Prevention Officer, 2 nd year	112%	98347.49	3769.84	53.85
Fire Prevention Officer, 3 rd year	118%	99302.32	3806.44	54.38
Fire Prevention Officer, 4 th year	127.0%	102765.60	3939.19	56.27
Chief Training Officer, 1 st year	116%	93864.64	3598.00	51.40
Chief Training Officer, 2 nd year	121%	97910.53	3753.09	53.62
Chief Training Officer, 3 rd year	123%	99528.89	3815.12	54.50
Chief Training Officer, 4 th year	125.5%	101551.83	3892.66	55.61

SCHEDULE "A" – SALARY SCHEDULES (Continued)

Market Adjustment July 1, 2017 3%				
Classification/Rank	Percentage compared to 1st Class Rate @ 100%	Annual Rate	Biweekly Rate	Hourly Rate
Rookie Firefighter, 1 - 6 months	70%	70010.07	2683.61	31.95
4th Class Firefighter, 7 - 12 months	75%	75010.79	2875.30	34.23
3rd Class Firefighter, 2nd year	80%	80011.51	3066.99	36.51
2nd Class Firefighter, 3rd year	90%	90012.95	3450.36	41.08
1st Class Firefighter, 4 to 5 years	100%	100014.39	3833.73	45.64
1st Class Firefighter, 6 - 10 years	102%	102014.68	3910.41	46.55
1st Class Firefighter, 11 - 15 years	103%	103014.82	3948.74	47.01
1st Class Firefighter, 16+ years	104%	104014.97	3987.08	47.47
Rookie Dispatcher, 1 - 6 months	65%	65009.36	2491.93	29.67
4th Class Dispatcher, 7 - 12 months	70%	70010.07	2683.61	31.95
3rd Class Dispatcher, 2nd year	75%	75010.79	2875.30	34.23
2nd Class Dispatcher, 3rd year	80%	80011.51	3066.99	36.51
1st Class Dispatcher, 4 to 5 years	95%	95013.67	3642.05	43.36
1st Class Dispatcher, 6 - 10 years	97%	97013.96	3718.72	44.27
1st Class Dispatcher, 11 - 15 years	98%	98014.10	3757.06	44.73
1st Class Dispatcher, 16+ years	99%	99014.25	3795.39	45.18
Platoon Chief	129%	129018.57	4945.51	58.88
Captain	118%	118016.98	4523.80	53.85
Fire Prevention Officer, 1 st year	105%	100314.44	3845.23	54.93
Fire Prevention Officer, 2 nd year	112%	101297.91	3882.93	55.47
Fire Prevention Officer, 3 rd year	118%	102281.39	3920.63	56.01
Fire Prevention Officer, 4 th year	127.0%	105848.57	4057.37	57.96
Chief Training Officer, 1 st year	116%	96680.58	3705.94	52.94
Chief Training Officer, 2 nd year	121%	100847.85	3865.68	55.22
Chief Training Officer, 3 rd year	123%	102514.75	3929.57	56.14
Chief Training Officer, 4 th year	125.5%	104598.39	4009.44	57.28

SCHEDULE "A" – SALARY SCHEDULES (Continued)

Member Remuneration
July 1 - December 31, 2017
1.5%

Classification/Rank	Percentage compared to 1st Class Rate @ 100%	Annual Rate	Biweekly Rate	Hourly Rate
Rookie Firefighter, 1 - 6 months	70%	71060.23	2723.87	32.43
4th Class Firefighter, 7 - 12 months	75%	76135.96	2918.43	34.74
3rd Class Firefighter, 2nd year	80%	81211.69	3112.99	37.06
2nd Class Firefighter, 3rd year	90%	91363.15	3502.11	41.69
1st Class Firefighter, 4 to 5 years	100%	101514.61	3891.24	46.32
1st Class Firefighter, 6 - 10 years	102%	103544.90	3969.06	47.25
1st Class Firefighter, 11 - 15 years	103%	104560.05	4007.97	47.71
1st Class Firefighter, 16+ years	104%	105575.19	4046.89	48.18
Rookie Dispatcher, 1 - 6 months	65%	65984.50	2529.30	30.11
4th Class Dispatcher, 7 - 12 months	70%	71060.23	2723.87	32.43
3rd Class Dispatcher, 2nd year	75%	76135.96	2918.43	34.74
2nd Class Dispatcher, 3rd year	80%	81211.69	3112.99	37.06
1st Class Dispatcher, 4 to 5 years	95%	96438.88	3696.68	44.01
1st Class Dispatcher, 6 - 10 years	97%	98469.17	3774.50	44.93
1st Class Dispatcher, 11 - 15 years	98%	99484.32	3813.41	45.40
1st Class Dispatcher, 16+ years	99%	100499.46	3852.33	45.86
Platoon Chief	129%	130953.84	5019.70	59.76
Captain	118%	119787.24	4591.66	54.66
Fire Prevention Officer, 1 st year	105%	101819.15	3902.91	55.76
Fire Prevention Officer, 2 nd year	112%	102817.38	3941.18	56.30
Fire Prevention Officer, 3 rd year	118%	103815.61	3979.44	56.85
Fire Prevention Officer, 4 th year	127.0%	107436.29	4118.23	58.83
Chief Training Officer, 1 st year	116%	98130.79	3761.53	53.74
Chief Training Officer, 2 nd year	121%	102360.56	3923.66	56.05
Chief Training Officer, 3 rd year	123%	104052.47	3988.52	56.98
Chief Training Officer, 4 th year	125.5%	106167.36	4069.59	58.14

SCHEDULE "A" – SALARY SCHEDULES (Continued)

Member Remuneration
January 1 - December 31, 2018
1.5%

Classification/Rank	Percentage compared to 1st Class Rate @ 100%	Annual Rate	Biweekly Rate	Hourly Rate
Rookie Firefighter, 1 - 6 months	70%	72126.13	2764.72	32.91
4th Class Firefighter, 7 - 12 months	75%	77278.00	2962.20	35.26
3rd Class Firefighter, 2nd year	80%	82429.86	3159.68	37.62
2nd Class Firefighter, 3rd year	90%	92733.59	3554.65	42.32
1st Class Firefighter, 4 to 5 years	100%	103037.33	3949.61	47.02
1st Class Firefighter, 6 - 10 years	102%	105098.07	4028.60	47.96
1st Class Firefighter, 11 - 15 years	103%	106128.45	4068.09	48.43
1st Class Firefighter, 16+ years	104%	107158.82	4107.59	48.90
Rookie Dispatcher, 1 - 6 months	65%	66974.26	2567.24	30.56
4th Class Dispatcher, 7 - 12 months	70%	72126.13	2764.72	32.91
3rd Class Dispatcher, 2nd year	75%	77278.00	2962.20	35.26
2nd Class Dispatcher, 3rd year	80%	82429.86	3159.68	37.62
1st Class Dispatcher, 4 to 5 years	95%	97885.46	3752.13	44.67
1st Class Dispatcher, 6 - 10 years	97%	99946.21	3831.12	45.61
1st Class Dispatcher, 11 - 15 years	98%	100976.58	3870.61	46.08
1st Class Dispatcher, 16+ years	99%	102006.95	3910.11	46.55
Platoon Chief	129%	132918.15	5094.99	60.65
Captain	118%	121584.05	4660.54	55.48
Fire Prevention Officer, 1 st year	105%	103346.44	3961.46	56.59
Fire Prevention Officer, 2 nd year	112%	104359.64	4000.29	57.15
Fire Prevention Officer, 3 rd year	118%	105372.84	4039.13	57.70
Fire Prevention Officer, 4 th year	127.0%	109047.84	4180.00	59.71
Chief Training Officer, 1 st year	116%	99602.75	3817.95	54.54
Chief Training Officer, 2 nd year	121%	103895.97	3982.52	56.89
Chief Training Officer, 3 rd year	123%	105613.26	4048.35	57.83
Chief Training Officer, 4 th year	125.5%	107759.87	4130.63	59.01

SCHEDULE "A" – SALARY SCHEDULES (Continued)

Member Remuneration
January 1 - December 31, 2019
1.5%

Classification/Rank	Percentage compared to 1st Class Rate @ 100%	Annual Rate	Biweekly Rate	Hourly Rate
Rookie Firefighter, 1 - 6 months	70%	73208.02	2806.20	33.41
4th Class Firefighter, 7 - 12 months	75%	78437.17	3006.64	35.79
3rd Class Firefighter, 2nd year	80%	83666.31	3207.08	38.18
2nd Class Firefighter, 3rd year	90%	94124.60	3607.97	42.95
1st Class Firefighter, 4 to 5 years	100%	104582.89	4008.85	47.72
1st Class Firefighter, 6 - 10 years	102%	106674.55	4089.03	48.68
1st Class Firefighter, 11 - 15 years	103%	107720.37	4129.12	49.16
1st Class Firefighter, 16+ years	104%	108766.20	4169.20	49.63
Rookie Dispatcher, 1 - 6 months	65%	67978.88	2605.75	31.02
4th Class Dispatcher, 7 - 12 months	70%	73208.02	2806.20	33.41
3rd Class Dispatcher, 2nd year	75%	78437.17	3006.64	35.79
2nd Class Dispatcher, 3rd year	80%	83666.31	3207.08	38.18
1st Class Dispatcher, 4 to 5 years	95%	99353.74	3808.41	45.34
1st Class Dispatcher, 6 - 10 years	97%	101445.40	3888.58	46.29
1st Class Dispatcher, 11 - 15 years	98%	102491.23	3928.67	46.77
1st Class Dispatcher, 16+ years	99%	103537.06	3968.76	47.25
Platoon Chief	129%	134911.92	5171.42	61.56
Captain	118%	123407.81	4730.44	56.31
Fire Prevention Officer, 1 st year	105%	104896.64	4020.88	57.44
Fire Prevention Officer, 2 nd year	112%	105925.03	4060.30	58.00
Fire Prevention Officer, 3 rd year	118%	106953.43	4099.72	58.57
Fire Prevention Officer, 4 th year	127.0%	110683.56	4242.70	60.61
Chief Training Officer, 1 st year	116%	101096.79	3875.22	55.36
Chief Training Officer, 2 nd year	121%	105454.41	4042.26	57.75
Chief Training Officer, 3 rd year	123%	107197.46	4109.07	58.70
Chief Training Officer, 4 th year	125.5%	109376.27	4192.59	59.89

SCHEDULE "A" – SALARY SCHEDULES (Continued)

Member Remuneration
January 1 - December 31, 2020
1.5%

Classification/Rank	Percentage compared to 1st Class Rate @ 100%	Annual Rate	Biweekly Rate	Hourly Rate
Rookie Firefighter, 1 - 6 months	70%	74306.14	2848.29	33.91
4th Class Firefighter, 7 - 12 months	75%	79613.72	3051.74	36.33
3rd Class Firefighter, 2nd year	80%	84921.30	3255.19	38.75
2nd Class Firefighter, 3rd year	90%	95536.47	3662.08	43.60
1st Class Firefighter, 4 to 5 years	100%	106151.63	4068.98	48.44
1st Class Firefighter, 6 - 10 years	102%	108274.66	4150.36	49.41
1st Class Firefighter, 11 - 15 years	103%	109336.18	4191.05	49.89
1st Class Firefighter, 16+ years	104%	110397.70	4231.74	50.38
Rookie Dispatcher, 1 - 6 months	65%	68998.56	2644.84	31.49
4th Class Dispatcher, 7 - 12 months	70%	74306.14	2848.29	33.91
3rd Class Dispatcher, 2nd year	75%	79613.72	3051.74	36.33
2nd Class Dispatcher, 3rd year	80%	84921.30	3255.19	38.75
1st Class Dispatcher, 4 to 5 years	95%	100844.05	3865.53	46.02
1st Class Dispatcher, 6 - 10 years	97%	102967.08	3946.91	46.99
1st Class Dispatcher, 11 - 15 years	98%	104028.60	3987.60	47.47
1st Class Dispatcher, 16+ years	99%	105090.11	4028.29	47.96
Platoon Chief	129%	136935.60	5248.99	62.49
Captain	118%	125258.92	4801.40	57.16
Fire Prevention Officer, 1 st year	105%	106470.09	4081.19	58.30
Fire Prevention Officer, 2 nd year	112%	107513.91	4121.20	58.87
Fire Prevention Officer, 3 rd year	118%	108557.73	4161.21	59.45
Fire Prevention Officer, 4 th year	127.0%	112343.81	4306.34	61.52
Chief Training Officer, 1 st year	116%	102613.24	3933.35	56.19
Chief Training Officer, 2 nd year	121%	107036.23	4102.89	58.61
Chief Training Officer, 3 rd year	123%	108805.42	4170.71	59.58
Chief Training Officer, 4 th year	125.5%	111016.91	4255.48	60.79

SCHEDULE "A" – SALARY SCHEDULES (Continued)

Member Remuneration
January 1 - December 31, 2021
1.75%

Classification/Rank	Percentage compared to 1st Class Rate @ 100%	Annual Rate	Biweekly Rate	Hourly Rate
Rookie Firefighter, 1 - 6 months	70%	75606.50	2898.13	34.50
4th Class Firefighter, 7 - 12 months	75%	81006.96	3105.14	36.97
3rd Class Firefighter, 2nd year	80%	86407.43	3312.15	39.43
2nd Class Firefighter, 3rd year	90%	97208.36	3726.17	44.36
1st Class Firefighter, 4 to 5 years	100%	108009.28	4140.19	49.29
1st Class Firefighter, 6 - 10 years	102%	108819.35	4171.24	49.66
1st Class Firefighter, 11 - 15 years	103%	111249.56	4264.40	50.77
1st Class Firefighter, 16+ years	104%	112329.66	4305.80	51.26
Rookie Dispatcher, 1 - 6 months	65%	70206.03	2691.12	32.04
4th Class Dispatcher, 7 - 12 months	70%	75606.50	2898.13	34.50
3rd Class Dispatcher, 2nd year	75%	81006.96	3105.14	36.97
2nd Class Dispatcher, 3rd year	80%	86407.43	3312.15	39.43
1st Class Dispatcher, 4 to 5 years	95%	102608.82	3933.18	46.82
1st Class Dispatcher, 6 - 10 years	97%	104769.01	4015.98	47.81
1st Class Dispatcher, 11 - 15 years	98%	105849.10	4057.39	48.30
1st Class Dispatcher, 16+ years	99%	106929.19	4098.79	48.80
Platoon Chief	129%	139331.98	5340.85	63.58
Captain	118%	127450.96	4885.42	58.16
Fire Prevention Officer, 1 st year	105%	107005.70	4101.72	58.60
Fire Prevention Officer, 2 nd year	112%	109395.40	4193.32	59.90
Fire Prevention Officer, 3 rd year	118%	110457.49	4234.03	60.49
Fire Prevention Officer, 4 th year	127.0%	114309.83	4381.70	62.60
Chief Training Officer, 1 st year	116%	104408.97	4002.18	57.17
Chief Training Officer, 2 nd year	121%	108909.36	4174.69	59.64
Chief Training Officer, 3 rd year	123%	110709.52	4243.70	60.62
Chief Training Officer, 4 th year	125.5%	112959.71	4329.95	61.86

SCHEDULE "B" - UNIFORMS

The Employer shall provide and maintain for each employee protective clothing and uniforms in accordance with City policies. Upon successful completion of probation, the Employer shall provide a complete uniform to all employees covered by this agreement, as follows:

- (a) One (1) cap and badge
- (b) Two (2) pairs trousers, skirts or slacks for female employees
- (c) Four (4) uniform shirts, short or long sleeve, light or dark blue c/w shoulder flashes
- (d) Two (2) T-shirts
- (e) One (1) Job Shirt or One (1) Sweater
- (f) One (1) pair boots or shoes
- (g) One (1) dress uniform consisting of tunic, pants and shoes, complete with a white shirt in the case of an officer
- (h) One (1) jacket
- (i) One (1) tie
- (j) One (1) name tag
- (k) One (1) pair of coveralls
- (l) One (1) pair of shorts
- (m) One (1) toque

Uniform Clothing Purchase

Permanent employees will be provided four-hundred (450) points (as provided for in Schedule "B" of this agreement) at the beginning of each calendar year that may be carried over to the next year if not used. New permanent employees who have been employed less than one calendar year will be provided ten (10) points for each month or part month of employment that may be carried over to the next year if not used. However, all unused points of all employees will be forfeited back to the employer at the end of a common biennial period.

The biennial period shall be as follows:

- a) Years ending in an odd number (1,3,5, etc.) shall have points carried over to the next year;
- b) Years ending in an even number (2, 4, 6, etc.) shall have points forfeited back to the employer.

Purchase Procedures

- a) Each member shall be given a uniform purchase sheet annually showing their points available for that current year.
- b) Uniforms will be ordered at the discretion of the department to provide for efficiencies and to ensure good condition of all employee uniforms, but in any event no less than annually by September 30.
- c) Broken or damaged items or items in need of replacement due to extenuating circumstances will be replaced at no cost to an employee's points.
- d) The Chief Training Officer, Fire Prevention Officer and any member required to work straight days shall be provided an additional 100 points each calendar year.
- e) Members who have submitted a letter of resignation or retirement shall not be permitted to order uniforms.
- f) Members facing required retirement shall have their uniform points pro-rated in the year in which they will retire.

Fire-fighters' Collective Agreement

- g) Members who have been dismissed or who have resigned are required to return any uniform in their possession to the Employer.
- h) Uniforms may be added or deleted from the order form lists by mutual agreement at the Joint Consultation Committee.
- i) Uniform items ordered shall be sized to fit the employee appropriately.
- j) Uniform items available for order and their value by points shall be as follows:

Point System Orders		
<u>Clothing Item</u>	<u>Maximum Available</u>	<u>Point Value</u>
Uniform Station Pants	3	65
Uniform Collared Station Shirts (L/S)	4	50
Shoes	1	150
Boots (Complete with zipper)	1	190
Boot Zipper	1	25
Belt	1	20
Ball Cap	1	20
Sweater	1	50
T-Shirt (L/S)	6	20
Uniform Vest	1	35
Coveralls	1 pair every two years	70
Jacket (Winter)	1	160
Class "A" Dress Uniform with Shoes	1 set every two years	350
Class "A" Dress Uniform Cap / Badge	1	50
Tie	2	15
Name Tag	1	15
Wallet with Rank Badge	1	50
Epaulets Insignia Kit	1 set	30
Mock Turtleneck	1	45
Combo Fleece Jacket	1	130
Soft Shell Jacket (Black)	1	140
Job Shirt (Canvas Collar)	1	70
Job Shirt (1/4 Zip Collar)	1	70
Toque	1	20
Station Exercise Shirt	2	30

Fire-fighters' Collective Agreement

Flex Exercise Sweats	1	50
Station Exercise Shorts	1	30
Golf Shirt	2	40

LETTER OF UNDERSTANDING # 1

RE: Benefit Package Consultation

BY AND BETWEEN: THE CITY OF WHITEHORSE
AND: THE INTERNATIONAL ASSOCIATION OF FIRE-FIGHTERS,
LOCAL 2217

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 IAFF agrees to participate. The Committee would include representatives from all employee groups.

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 24th day of November, 2014.

CITY OF WHITEHORSE

IAFF, LOCAL 2217

Christine Smith
City Manager

Barry Blisner,
President, Local 2217

LETTER OF UNDERSTANDING # 2

RE: Investigation into Superannuation Options

The parties agree to establish a working committee of up to two (2) city and two (2) Association representatives to investigate the feasibility, opportunities and issues associated with the possible enrolment of Fire-fighters into the Federal Government Superannuation Plan.

In Witness Whereof the parties hereto affixed their signatures by the officer designated in that behalf on the 24th day of November, 2014.

CITY OF WHITEHORSE

IAFF, LOCAL 2217

Christine Smith
City Manager

Barry Blisner,
President, Local 2217

LETTER OF UNDERSTANDING # 3

RE: Medical Examinations

BY AND BETWEEN: THE CITY OF WHITEHORSE
AND: THE INTERNATIONAL ASSOCIATION OF FIRE-FIGHTERS,
LOCAL 2217

Pursuant to the terms of the collective agreement between the above mentioned parties signed the 14th day of October, it is agreed that, the Joint Consultation Committee will meet with a qualified medical practitioner to determine medical testing requirements.

In Witness Whereof the parties hereto affixed their signatures by the officer designated in that behalf on the 24th day of November, 2014.

CITY OF WHITEHORSE

IAFF, LOCAL 2217

Christine Smith
City Manager

Barry Blisner,
President, Local 2217

LETTER OF UNDERSTANDING # 4

RE: Daytime Fire-fighter Position

BY AND BETWEEN: THE CITY OF WHITEHORSE

AND: THE INTERNATIONAL ASSOCIATION OF FIRE-FIGHTERS,
LOCAL 2217

Pursuant to the terms of the Collective Agreement between the above-mentioned parties signed the 10th day of December 2012, the parties hereby agree to the following language changes relating to the hiring of a second Daytime Fire-fighter position with the International Association of Fire-fighters, Local 2217:

All clauses that currently specify the working conditions for the Chief Training Officer and Fire Prevention Officer will apply to the Daytime Fire-fighter with the following exceptions:

Article 9 Hours of work for permanent Daytime Fire-fighters shall be an average of not more than forty-two (42) hours per week in accordance with a two (2) Platoon schedule. Daytime Fire-fighters shall work a rotating shift pattern consisting of four (4) twelve (12) hour days followed by four (4) days off. The shift shall be from 0800 to 2000 hours daily.

Daytime Fire-fighters will automatically be offered permanent Shift Fire-fighter positions in order of seniority in the daytime position. The parties recognize that the fire-fighter coming off the daytime role will need to develop their knowledge and skills before being assigned to role of Acting Captain. The Union and the Employer agree to discuss these needs and will develop an individual training plan to address any deficiencies.

Article 10 The Daytime Fire-fighter may be called upon for overtime in a manner similar to any other Fire-fighter provided the overtime will not result in the incumbent working 30 hours in a 36-hour period unless it is an emergency situation.

Article 11.06 The Daytime Fire-fighter shall not be required to act as a Captain, however if a Daytime Fire-fighter chooses to qualify as an Acting Captain, they must maintain their skills in a similar manner to a Shift Fire-fighter.

Article 13 The Daytime Fire-fighter shall work all Statutory Holidays and will have the following options regarding payment for the time spent:

Once at the beginning of each calendar year, the Daytime Fire-fighter may choose to either be paid at the rate of 2.5 times the regular hourly rate for the time worked; or

May choose to be paid straight time for the time worked and receive additional time off with pay calculated at 1.5 times the hours worked (12 stat holidays times 1.5 equals 18 days off).

Article 14 Only one Daytime Fire-fighter may be away on annual leave at any given time.

In Witness Whereof the parties hereto affixed their signatures by the officer designated in that behalf on the 2nd day of September, 2010 and the 4th day of February, 2014.

The parties hereto review this letter of understanding by affixing the signature of the officers designated in that behalf on the 24th day of November, 2014.

CITY OF WHITEHORSE

IAFF, LOCAL 2217

Christine Smith
City Manager

Barry Blisner,
President, Local 2217

LETTER OF UNDERSTANDING # 5

RE: Progression and Promotion

BY AND BETWEEN: THE CITY OF WHITEHORSE
AND: THE INTERNATIONAL ASSOCIATION OF FIRE-FIGHTERS,
LOCAL 2217

The parties agree as a result of bargaining the renewal of the 2012-2013 Collective Agreement to strike a committee to review current internal practices and policies as well as consider industry accepted standards, related to qualifications, if any, that are bona fide to provide for firefighter's progression, officer promotions and lateral transfers, as indicated in the provisions of Collective Agreement and at Schedule "A" Salary Schedules.

It is agreed the Committee will meet no less than four times annually throughout the term of this agreement and where mutual agreement is found, revise the collective agreement accordingly. On all matters where agreement is not found, either party is free, without prejudice, to bring such matters forward in future rounds of collective bargaining.

In Witness Whereof the parties hereto affixed their signatures by the officer designated in that behalf on the 24th day of November, 2014.

CITY OF WHITEHORSE

IAFF, LOCAL 2217

Christine Smith
City Manager

Barry Blisner,
President, Local 2217

LETTER OF UNDERSTANDING #6

RE: Vacation Selection and Scheduling

BY AND BETWEEN: THE CITY OF WHITEHORSE
AND: THE INTERNATIONAL ASSOCIATION OF FIRE-FIGHTERS,
LOCAL 2217

The parties agree to meet for the purpose of reviewing vacation selection practices and policies in the fall of each year. Either party may bring forward revisions to current practice on a without prejudice basis. The practices of the current year shall remain, unless the parties find mutual agreement to make changes prior to December 1st, or at a later date if agreed by the parties.

If it is agreed by the parties, the collective agreement may be revised accordingly. On all matters where agreement is not found, either party is free, without prejudice, to bring such matters forward in future rounds of collective bargaining.

In Witness Whereof the parties hereto affixed their signatures by the officer designated in that behalf on the 24th day of November, 2014.

CITY OF WHITEHORSE

IAFF, LOCAL 2217

Christine Smith
City Manager

Barry Blisner,
President, Local 2217

LETTER OF UNDERSTANDING #7

RE: Relief Fire-fighter and/or Relief Dispatcher (New)

BY AND BETWEEN: THE CITY OF WHITEHORSE

AND: THE INTERNATIONAL ASSOCIATION OF FIRE-FIGHTERS,
LOCAL 2217

The provisions of this LOU may be implemented after January 1, 2015.

- a) The Relief Fire-fighter and/or Dispatcher shall not be bound by the Hours of Work provisions of the Collective Agreement, but shall be governed by the following:
- b) The Relief Fire-fighter and/or Dispatcher shall work one hundred and sixty eight (168) hours over a common twenty eight (28) day cycle.
- c) The Relief Fire-fighter and/or Dispatcher when scheduled to work shall be credited and compensated with a minimum of two (2) hours work at their regular rate of pay, if cancelled within the first hour of the shift; and four (4) hours pay if cancelled after the first hour of work from the start of the shift.
- d) The Relief Fire-fighter and/or Dispatcher required to work the schedule set out herein shall be assigned to a twenty eight day cycle by the Fire Chief and will be required to work up to a maximum of one hundred and sixty eight (168) hours within that cycle at straight-time rates, subject to the following:
 1. wages, benefits and working conditions shall remain consistent with the current practices such as but not limited to eighty-four (84) hours pay at straight-time per bi-weekly pay period; and
- e) The city will assign the Relief Fire-fighter and/or Dispatcher to a shift for the purpose of providing relief for paid time off benefits of Fire-fighter and Dispatchers and, in so far as possible, their work schedule will reflect the regular hours of work of that position.
 1. The Relief Fire-fighter and/or Dispatcher may be required to be on duty up to a maximum of twenty-four (24) consecutive hours.
 2. The Relief Fire-fighter and/or Dispatcher may be utilized to a maximum of ninety-six (96) hours in a calendar week.
 3. The Relief Fire-fighter and/or Dispatcher shall be off duty for two (2) twenty-four (24) hour periods each calendar week that may not necessarily be back to back.
- f) The Relief Fire-fighter and Dispatcher may request one twenty-four (24) hour period in each calendar week as a prescheduled day off from being called in. The Employer will make all reasonable efforts to accommodate such requests, keeping in mind that the Relief Fire-fighter and/or Dispatcher is intended to be used for overtime aversion.

Once a twenty-four (24) hour period has been schedule as an off duty period, it shall be deemed confirmed forty-eight (48) hours prior to the start of the scheduled time off, and shall not be retracted except by mutual agreement.

- g) Should the Employer chose to schedule a Relief Fire-fighter and Dispatcher to less than one hundred and sixty eight (168) hours over the twenty-eight day cycle, the Relief Fire-fighter and/or Dispatcher shall not owe any hours of work to the Employer and shall not suffer any loss of pay.
- h) Should the Relief Fire-fighter and/or Dispatcher work more than twenty-four (24) consecutive hours, more than ninety-six hours in a calendar week or more than one hundred and sixty eight (168) hours over the twenty-eight day cycle their rate of pay for all hours so work shall be in accordance with Article 10: Overtime. If the Relief Fire-fighter and/or Dispatcher works immediately after a scheduled day shift or night shift, when not scheduled to work the complete shift immediately following that shift, they shall be compensated in accordance with Article 10.01: Overtime.
- i) Persons hired as Relief Fire-fighter and/or Dispatcher shall be entitled to wages, benefits and working conditions afforded regular full-time permanent Fire-fighter and/or Dispatchers, consistent with the Collective Agreement, except as expressly provided herein.
- j) Where attrition occurs, the senior Relief Fire-fighter and/or Dispatcher will be placed on a regular shift after a new employee has successfully completed their training period. The new employee shall then be assigned as a Relief Fire-fighter and/or Dispatcher.
- k) If a replacement has not been hired within six (6) months of the retirement/termination of a regular permanent full-time Fire-fighter and/or Dispatcher, the most senior Relief Fire-fighter and/or Dispatcher shall be placed in the vacant position.

The parties agree to continue discussing the implementation and application of the Relief Fire-fighter and/or Dispatcher position throughout the term of this agreement with a view to create effective and efficient staffing through a reduction in the use of overtime.

In Witness Whereof the parties hereto affixed their signatures by the officer designated in that behalf on the 24th day of November, 2014.

CITY OF WHITEHORSE

IAFF, LOCAL 2217

Christine Smith
City Manager

Barry Blisner,
President, Local 2217

CITY OF WHITEHORSE

BYLAW 2014-38

A bylaw to name a subdivision area in the City of Whitehorse

WHEREAS section 265 of the *Municipal Act* (R.S.Y. 2002) provides that Council may pass bylaws for municipal purposes respecting the City's dealings with any real property; and

WHEREAS it is deemed desirable to officially name an existing subdivision located on Range Road east of Mountain View Drive, currently referred to as Range Road North;

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

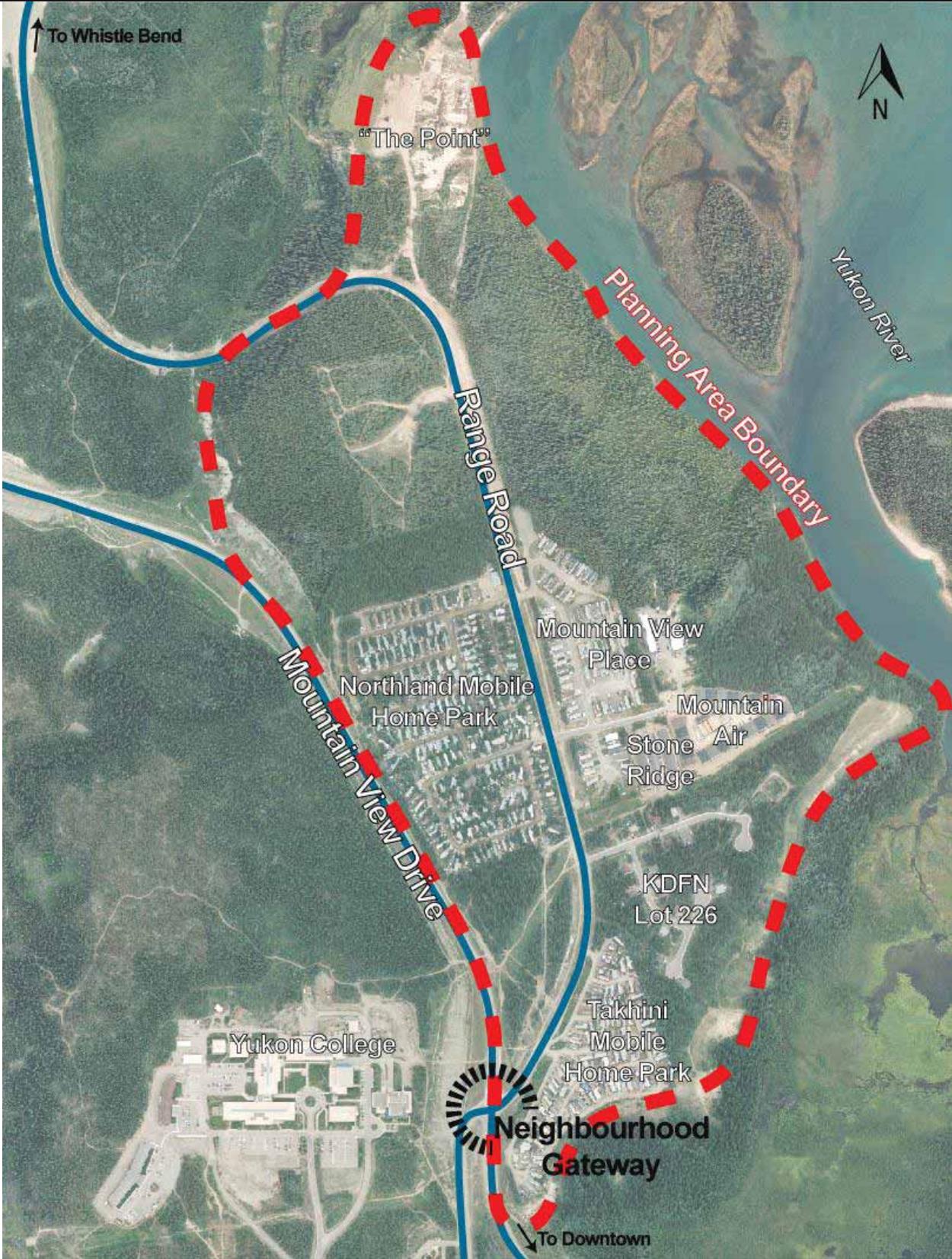
1. The subdivision that is located on Range Road east of Mountain View Drive is hereby named "Range Point."
2. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING: November 10, 2014

THIRD READING and ADOPTION:

Mayor

City Clerk



Bylaw 2014-38

A bylaw to assign a name to a subdivision area located on Range Road east of Mountain View Drive

LEGEND

 SUBJECT AREA