

CITY OF WHITEHORSE – STANDING COMMITTEES

Monday, August 5, 2024 – 5:30 p.m.

Council Chambers, City Hall

CALL TO ORDER

ADOPTION OF AGENDA

PROCLAMATIONS

DELEGATIONS Eddie Rideout, President, and Alida Munro, Managing Director, Yukon Convention Bureau – Introduction of President and Update on Annual Activities
John Vogt, Vogt Homes – Building Permit Backlog

CITY PLANNING COMMITTEE

1. Conditional Use Application – 45 McCandless – For Information Only
2. Disposition Lot 520 Copper Ridge
3. Public Hearing Report – Zoning Amendment – Interim Granular Resource Extraction
4. Public Hearing Report – Zoning Amendment – 13, 23, and 33 McClimon Crescent
5. Ice Lake Road South Master Plan
6. Housing Development Incentive Policy Amendment – Missing Middle Development Incentive
7. New Business

DEVELOPMENT SERVICES COMMITTEE

1. New Business

CITY OPERATIONS COMMITTEE

1. New Business

COMMUNITY SERVICES COMMITTEE

1. New Business

PUBLIC HEALTH AND SAFETY COMMITTEE

1. New Business

CORPORATE SERVICES COMMITTEE

1. Civility Policy
2. International Association of Fire Fighters Collective Agreement Approval
3. Budget Amendment – Additional Support for Building Inspections
4. New Business

CITY OF WHITEHORSE
CITY PLANNING COMMITTEE
Council Chambers, City Hall



Chair: Michelle Friesen

Vice-Chair: Dan Boyd

August 5, 2024

Meeting #2024-14

1. Conditional Use Application – 45 McCandless – For Information Only
Presented by Kinden Kosick, Land Development Supervisor, Land and Building Services
2. Disposition Lot 520 Copper Ridge
Presented by Kinden Kosick, Land Development Supervisor, Land and Building Services
3. Public Hearing Report – Zoning Amendment – Interim Granular Resource Extraction
Presented by Mathieu Marois, A/Manager, Planning Services
4. Public Hearing Report – Zoning Amendment – 13, 23, and 33 McClimon Crescent
Presented by Mathieu Marois, A/Manager, Planning Services
5. Ice Lake Road South Master Plan
Presented by Mathieu Marois, A/Manager, Planning Services
6. Housing Development Incentive Policy Amendment – Missing Middle Development Incentive
Presented by Aaron Kuntz, Planner 2, Planning Services
7. New Business

ADMINISTRATIVE REPORT

TO: Planning Committee
FROM: Administration
DATE: August 5, 2024
RE: Conditional Use Application – 45 McCandless Crescent – *For Information Only*

ISSUE

Application for Conditional Use approval to allow supportive housing at 45 McCandless Crescent in McIntyre Subdivision.

REFERENCE

- [Zoning Bylaw 2012-20](#)
- Location sketch (Attachment 1)
- Site Plan and Building Face Plans (Attachment 2)

HISTORY

The lands at 45 McCandless Crescent are currently undeveloped, following the demolition of a one storey 92 m² residence owned by Kwanlin Dün First Nation (KDFN). KDFN proposes building a four-plex with a dedicated office space for an emergency caregiver programme that provides temporary, short-term accommodations aimed at child protection related matters.

The proposed schedule for consideration of the Conditional Use application is:

Newspaper Ad	June 28, 2024	Public Input Session	Aug 12, 2024
Letter Notification	June 28, 2024	Report to Committee	Aug 20, 2024
Planning Committee	Aug 5, 2024	Council Decision	Aug 26, 2024

ANALYSIS

Zoning Bylaw

The current zoning for 45 McCandless Crescent is FN-RS – Residential Single Detached on First Nation Settlement Land. The FN zones identify those lands owned or selected by the KDFN to be planned and designated in accordance with the KDFN self government and final agreements. KDFN has not yet exercised its zoning powers to regulate development on FN-zoned land so the additional zone designator applies – in this case RS. Until such time as KDFN exercises zoning powers to govern this parcel, the zoning regulations of the RS zone apply.

The stated purpose of the RS zone is *“To provide a zone for a range of single detached, duplex, and multiple housing on urban lots with a broad range of residential related uses.”* The Zoning Bylaw lists ‘Supportive Housing’ as a conditional use in the RS zone.

The proposed use meets the definition of Supportive Housing in the Zoning Bylaw. The Bylaw defines ‘supportive housing as *“the use of a building with dwelling units to provide services and supports onsite, in a residential setting, for nine or more individuals that*

require supervision or assistance to sustain the activities of daily living due to physical, mental, social, or behavioural challenges. Typical uses include residential care facilities.”

Section 4.9.5 of the Zoning Bylaw provides criteria for Council to consider when evaluating a conditional use application. These criteria include:

Design and Character: The surrounding buildings are single storey, detached single residences so the design will stand out somewhat, but is in-line with what can be approved in any single detached residential zone in Whitehorse.

Parking and traffic: The proposed site plan provides the required number of parking spaces for supportive housing use – one per two sleeping units.

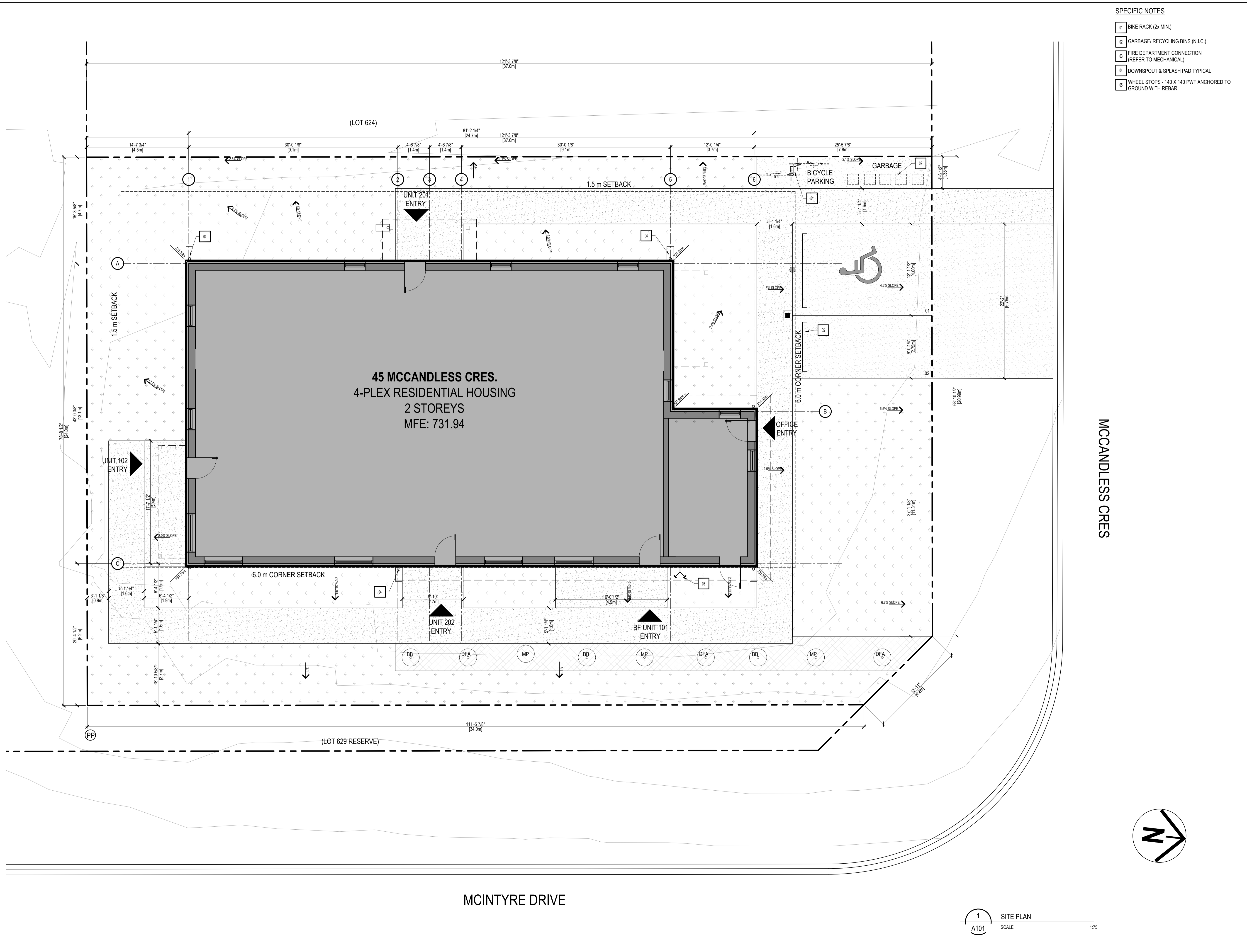
Capacity of Infrastructure: The proposal will be reviewed by Engineering Services and assessed in regards to relevant guidelines and bylaws.

Impact on neighbouring properties: This use is not anticipated to create any effects that may impact neighbouring properties that could not be caused by a four-plex dedicated strictly to residential use such as is permissible in a RS zone.

Plans and Policies: The Official Community Plan (OCP) designates this land First Nations Development Land which is not assigned any intended use beyond noting that First Nations may develop consistent with applicable Self Government Agreements and land planning policies and documents completed by the First Nation to guide development. McIntyre Subdivision currently includes residential uses and many complimentary community uses such as KDFN administration buildings, Nàkwät’á Kù Potlatch House, the Kashgêk’ Building, and a range of recreational facilities.

PUBLIC INPUT SESSION SCHEDULED

In accordance with section 4.8 of Zoning Bylaw 2012-20, a public input session has been scheduled for the regular Council meeting on August 12, 2024. Government of Yukon, Kwanlin Dün First Nation and the Ta’an Kwäch’än Council were notified by e-mail. A notice of the proposed development and the public input session was placed in local newspapers on July 5, 2024.



- SPECIFIC NOTES**
- 01 BIKE RACK (2x MIN)
 - 02 GARBAGE/ RECYCLING BINS (N.I.C.)
 - 03 FIRE DEPARTMENT CONNECTION (REFER TO MECHANICAL)
 - 04 DOWNSPOUT & SPLASH PAD TYPICAL
 - 05 WHEEL STOPS - 140 X 140 PWF ANCHORED TO GROUND WITH REBAR

- SITE PLAN LEGEND**
- [Pattern] GRAVEL DRIVEWAY
 - [Pattern] CONCRETE PATHWAY
 - [Pattern] 75mm MULCH/PLANTING
 - [Pattern] LAWN MIX
 - PROPERTY LINE
 - LINE OF ROOF ABOVE / STRUCTURE BELOW
 - LINE OF REQUIRED BUILDING SETBACK
 - 000.00 PROPOSED GRADE LEVEL
 - ▼ ENTRANCE/ EXIT
 - PARKING STALL ELECTRICAL OUTLET ON PEDESTAL (REFER TO ELECTRICAL)
 - PARKING STALL SIGNAGE (REFER TO A1.02)

- TREES, SHRUBS & GRASSES**
- MP MUGO PINE
 - BB BURNING BUSH
 - DFA DOUBLE FLOWERING ALMOND
 - BP PAPER BIRCH

kobayashi+zedda

Phone 867 633 6874 | Fax 867 633 4602 | info@kza.yk.ca
 26 - 1114 Front Street, Whitehorse, YT, Y1A 1A3, CANADA

NOTE
 Written dimensions shall have precedence over scaled dimensions. Contractor shall verify all dimensions and conditions on the job and the architect shall be informed of any variations from dimensions and conditions shown on the drawings. Shop drawings shall be submitted to the architect for review before proceeding with fabrication dimensions in millimeters unless noted otherwise

#3 2024-04-19 ISSUE FOR CONSTRUCTION
 #2 2024-04-08 ISSUE FOR 95% REVIEW
 #1 2024-03-22 ISSUE FOR 65% REVIEW
 REVISION ISSUE SET

SHEET INITIATION

PROJECT
KDFN JUSTICE
4-PLEX

KZA PROJ. # 2023-49 LOCATION 45 MCCANDLESS CRES., WHITEHORSE YT
 CLIENT KDFN JUSTICE

DRAWINGS **SITE PLAN** PROJ. NORTH

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SHEET



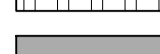


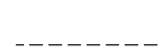

A1.01

1 SITE PLAN SCALE 1/75
 A101







MCINTYRE DRIVE

MCCANDLESS CRES






EXTERIOR ELEVATION LEGEND

-  EXTERIOR FINISH TYPE 1: STANDING SEAM METAL ROOF AND CLADDING
-  EXTERIOR FINISH TYPE 2: CEMENTITIOUS PANEL WITH BOARD AND BATTEN BATTEN DISTANCE = 1'-0"
-  EXTERIOR FINISH TYPE 3: CEMENTITIOUS PANEL
-  RAILING GLASS
-  WALL / FLOOR / CEILING / FOUNDATION OUTLINE
-  DOOR / WINDOW TYPE
-  PROPOSED LEVEL

COLORS

-  WESTFORM PROLOCK 12" - CHARCOAL GREY
-  WOODSTONE RUSTIC SERIES PANELS OLD CHERRY
-  HARDIEPANEL VERTICAL SIDING SMOOTH COUNTRYLANE RED
-  HARDIE TRIM BOARD - IRON GRAY
-  PERFORATED VINYL SOFFIT - DARK GRAY
-  ADJACENT FLASHING / J-TRIM TO MATCH SIDING COLOUR

SPECIFIC NOTES

-  PRE-FINISHED ALUMINUM RAILING - BLACK
-  WINDOW FRAME - BLACK
-  GALVALUME GUTTER AND DOWNSPOUT - DARK GREY
-  HRV EXHAUST & INTAKE DUCT PER MECH - BLACK
-  PANEL JOINT LINE - TRIM COLOUR TO MATCH PANEL COLOUR

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REVISION ISSUE SET

SHEET INITIATION

PROJECT
**KDFN JUSTICE
4-PLEX**

KZA PROJ. # 2023-49 LOCATION 45 MCCANDLESS CRES., WHITEHORSE YT
CLIENT KDFN JUSTICE

DRAWINGS
EAST ELEVATION



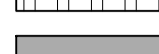


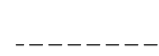

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SHEET
A4.01









1 EAST ELEVATION (MCINTYRE DRIVE)
A401 SCALE 1:50






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-  RAILING GLASS
-  WALL / FLOOR / CEILING / FOUNDATION OUTLINE
-  DOOR / WINDOW TYPE
-  PROPOSED LEVEL

COLORS

-  (A) WESTFORM PROLOCK 12" - CHARCOAL GREY
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-  (D) HARDIE TRIM BOARD - IRON GRAY
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-  ADJACENT FLASHING / J-TRIM TO MATCH SIDING COLOUR

SPECIFIC NOTES

-  01 PRE-FINISHED ALUMINUM RAILING - BLACK
-  02 WINDOW FRAME - BLACK
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-  04 HRV EXHAUST & INTAKE DUCT PER MECH - BLACK
-  05 PANEL JOINT LINE - TRIM COLOUR TO MATCH PANEL COLOUR

kobayashi+zedda

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PROJECT
**KDFN JUSTICE
4-PLEX**

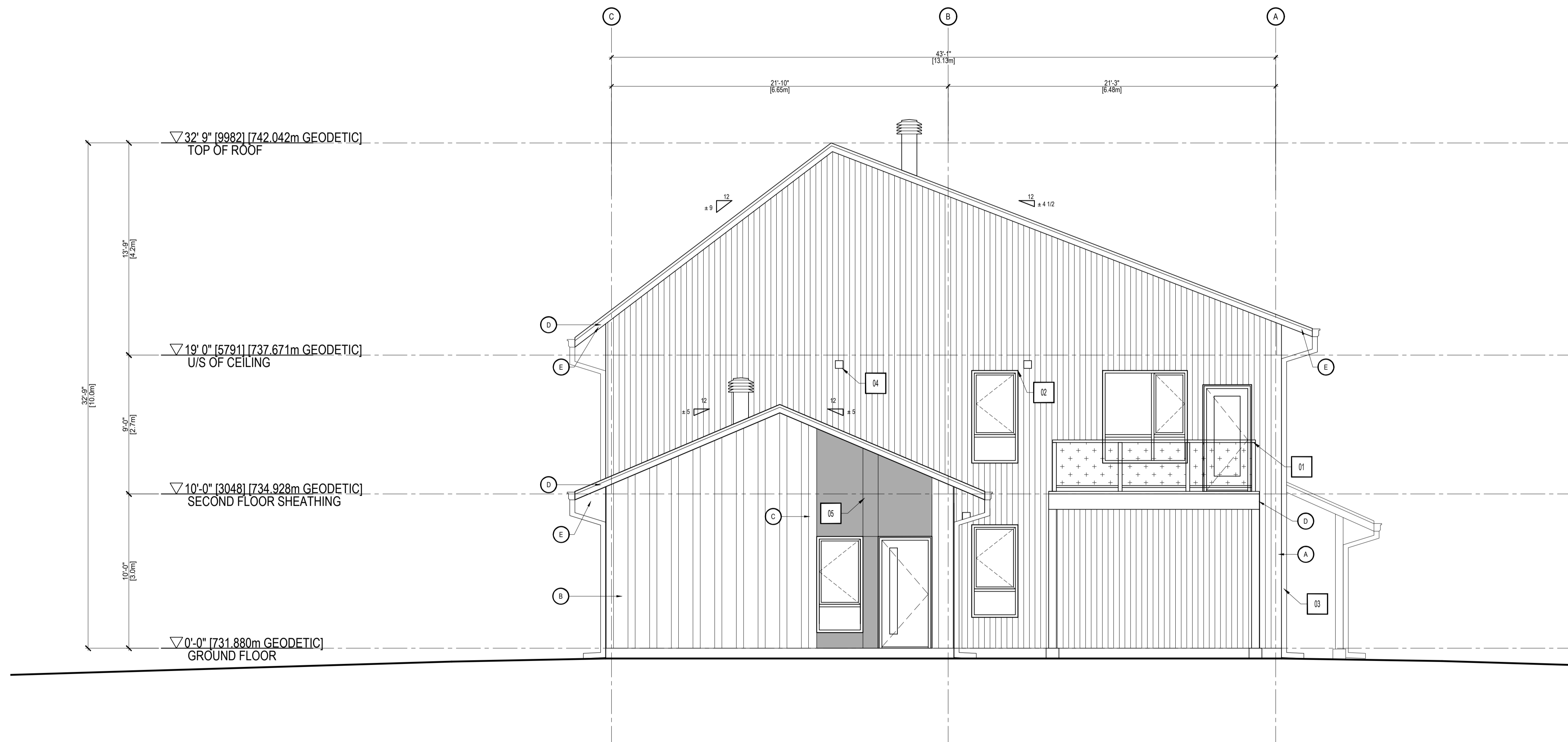
KZA PROJ. # 2023-49 LOCATION 45 MCCANDLESS CRES., WHITEHORSE YT
CLIENT KDFN JUSTICE

DRAWINGS
NORTH ELEVATION

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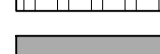


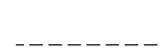

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1 NORTH ELEVATION (MCCANDLESS CRES)
A402 SCALE 1:50






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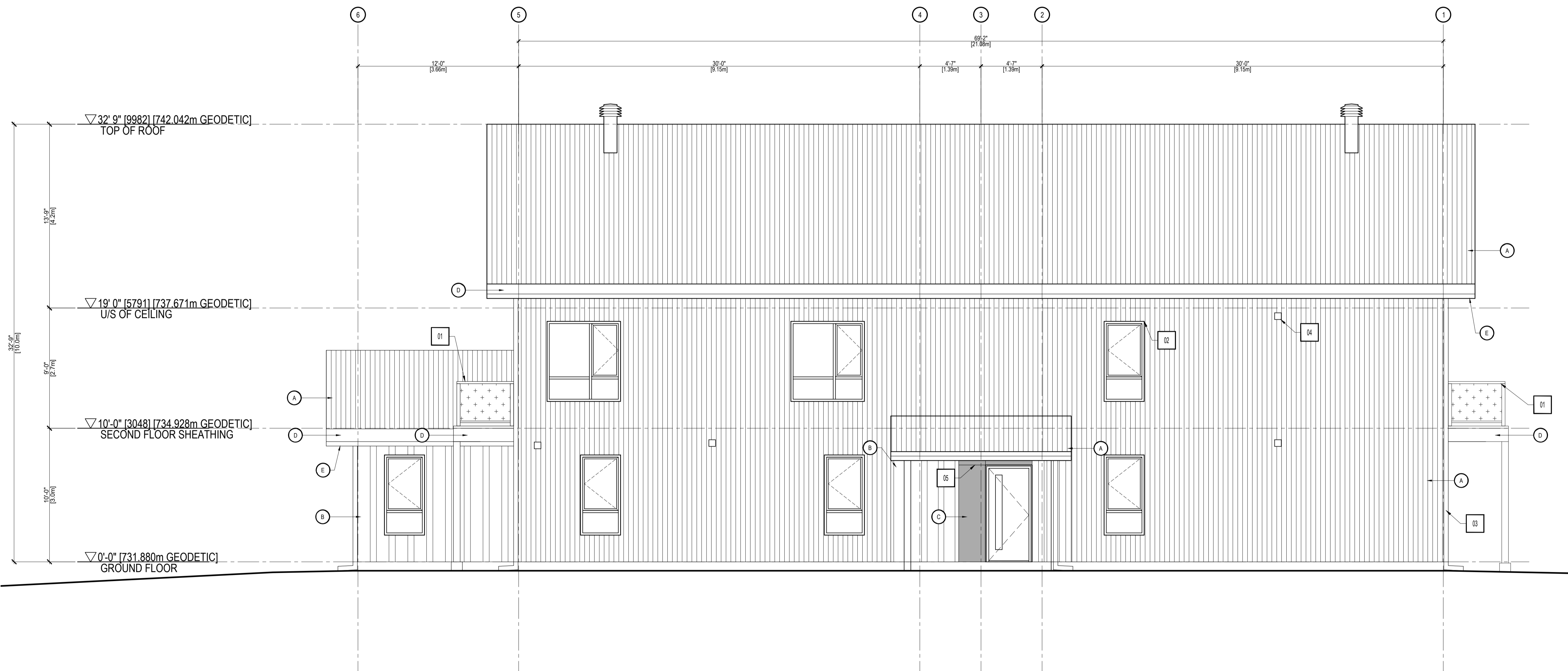
PROJECT
**KDFN JUSTICE
4-PLEX**

KZA PROJ. # 2023-49	LOCATION 45 MCCANDLESS CRES., WHITEHORSE YT
	CLIENT KDFN JUSTICE

DRAWINGS
WEST ELEVATION



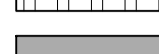

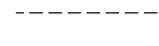
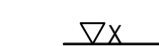
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SHEET
A4.03



1 WEST ELEVATION
A403 SCALE 1:50

EXTERIOR ELEVATION LEGEND

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SHEET INITIATION

PROJECT
**KDFN JUSTICE
4-PLEX**

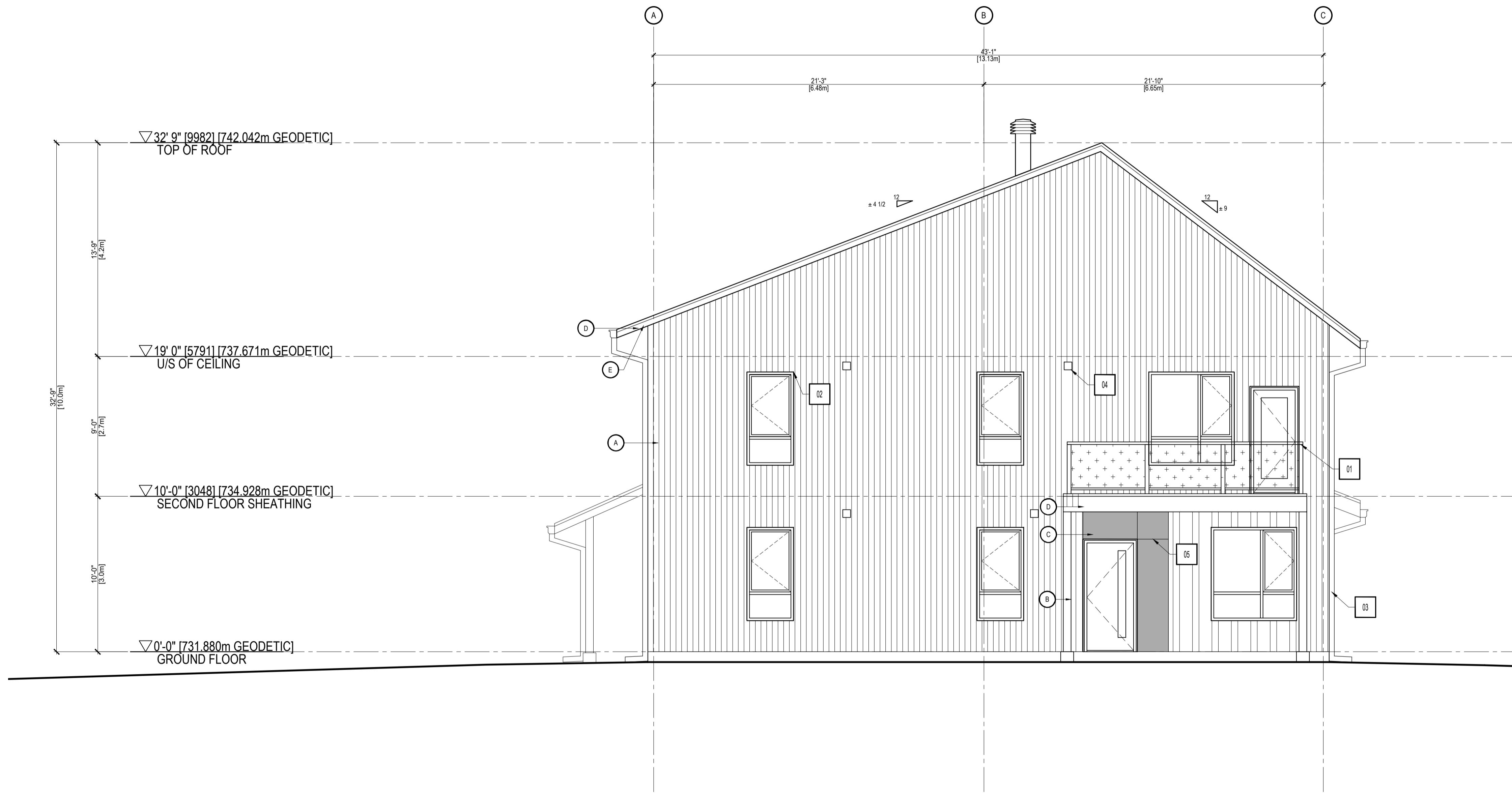
KZA PROJ. # 2023-49 LOCATION 45 MCCANDLESS CRES., WHITEHORSE YT
CLIENT KDFN JUSTICE

DRAWINGS
SOUTH ELEVATION

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SHEET

A4.04



1 SOUTH ELEVATION
A404 SCALE 1:50

ADMINISTRATIVE REPORT

TO: Planning Committee
FROM: Administration
DATE: August 5, 2024
RE: Disposition of Lot 520 Copper Ridge

ISSUE

Council consideration of a bylaw to authorize the disposition of Lot 520 Plan 99-0224 LTO located in the Copper Ridge neighbourhood.

REFERENCE

- [Zoning Bylaw 2020-12](#)
- [Land Disposition Policy](#)
- Location Sketch (Attachment 1)
- Proposed Bylaw 2024-41 (Attachment 2)

HISTORY

An area between Copper Ridge Place and Falcon Drive was identified for potential development. To ensure the area is developed in a logical, integrated manner, the City initiated work on a land use master plan which resulted in a high-quality new development plan. This Master Plan was approved by council on April 22, 2024.

The Master Plan encompasses two fully surveyed land parcels and a portion of an adjacent property. The Government of Yukon (YG) owns Lot 519 (3.9 hectares) and Lot 518 (0.7 hectares of the Copper Ridge Place site), while the City owns Lot 520 (2.02 hectares).

Following with the approved directives in this master plan, it is suggested that the City of Whitehorse transfer its lands (Lot 520) to the Government of Yukon.

Prior to being considered for development through the Master Plan, Lot 520 was being used as park space, and Lot 519 was originally slated to be a school site.

ALTERNATIVES

1. Proceed with First and Second Reading of the bylaw; or
2. Do not proceed with the bylaw process.

ANALYSIS

The site is located in the Copper Ridge neighbourhood at the intersection of Falcon Drive and Diamond Way and consists of a predominantly vegetated area intersected by multiple informal trails. Lot 520 is topographically flat with an overall size of 2.02 hectares and is valued at approximately \$495,413, as of March 19th, 2024, per a professional market appraisal.

Infrastructure and Easements

Per the Master Plan, the site is limited to low density residential development that could accommodate a population of approximately 248 people or 103 units.

There are no easements across Lot 520.

Land Disposition Policy

The Land Disposition Policy states that land will be sold at market value as determined by an appraisal completed by an independent appraiser, unless otherwise directed by Council. In this instance, Administration is recommending that this parcel be transferred to YG for nominal value (\$1.00) to facilitate orderly development and sale to a single developer.

In return for the disposition of Lot 520 to YG, an equivalent amount of land (2.02 hectares) will be returned to the City through the development process, resulting in no net loss of greenspace to the city. Additionally, Administration recommends that a stipulation be included in the Sale Agreement that the developer must enter into a development agreement for the anticipated development within five years or else the lot will be transferred back to the City.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2024-41, a bylaw to authorize the disposition of Lot 520, be brought forward for consideration under the bylaw process; and

THAT Council direct Administration to include in the sale agreement a condition that the developer must enter into a development agreement for the anticipated development within five years or else the lot will be transferred back to the City.

CITY OF WHITEHORSE

BYLAW 2024-41

A bylaw to authorize the sale and disposition of Lot 520, Copper Ridge Subdivision, Whitehorse, Yukon, Plan 99-0224 LTO to the Government of Yukon.

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

WHEREAS it is deemed desirable that Lot 520, Plan 99-0224 LTO be sold and disposed;

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

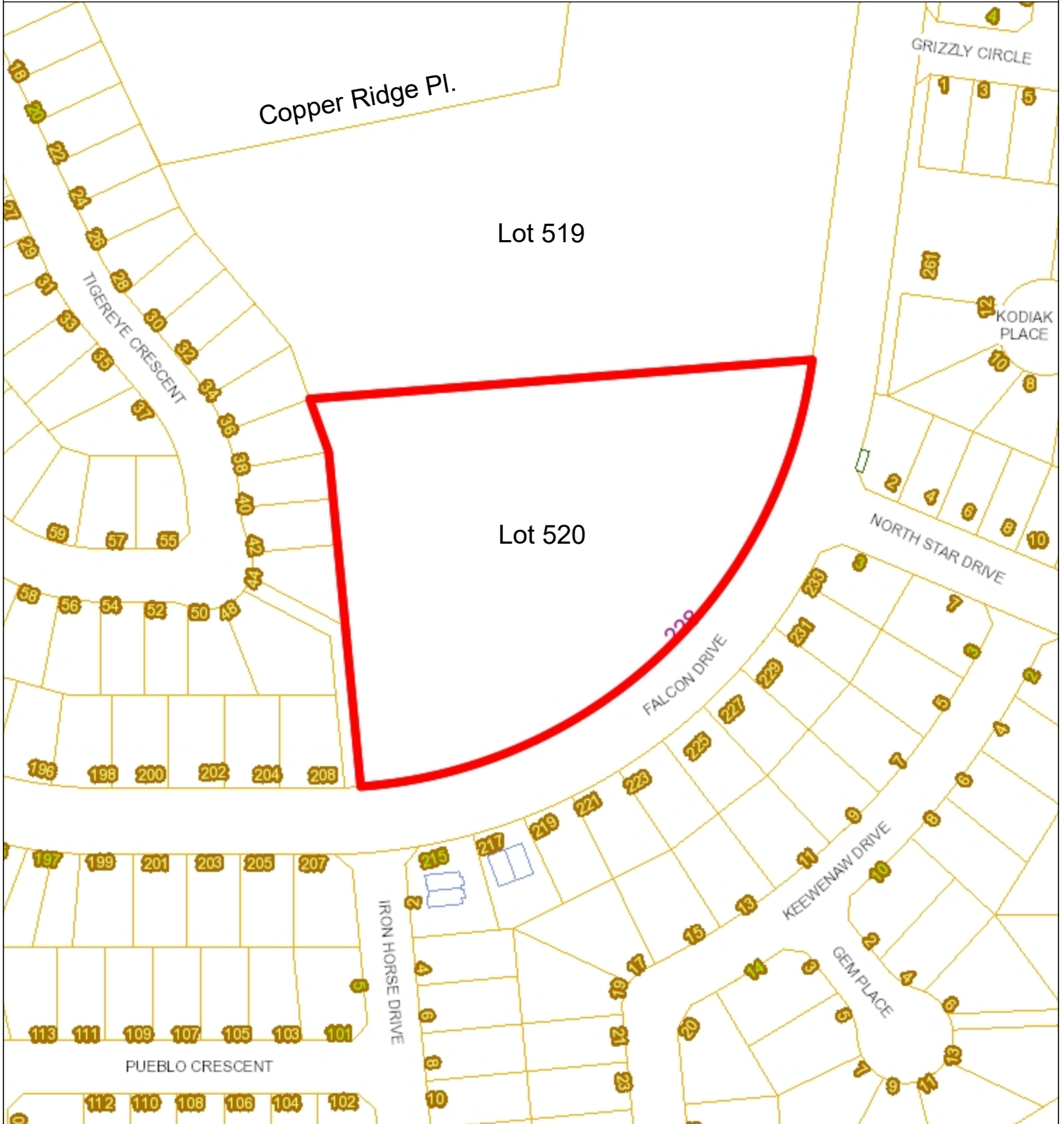
1. The City of Whitehorse is hereby authorized to sell and dispose of Lot 520, comprising a total area of approximately 2.02 ha, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw;
2. The parcel will be offered for sale at nominal value (\$1.00) to the Government of Yukon.
3. The Mayor and Corporate Services are hereby authorized to execute on behalf of the City of Whitehorse all documentation required for the completion of the sale and transfer of ownership of the said lands in an expeditious manner; and
4. This bylaw shall come into full force and effect on the final passing thereof.

FIRST and SECOND READING:

THIRD READING and ADOPTION:


Laura Cabott, Mayor

Corporate Services



Bylaw 2024-41
Copper Ridge Land Disposition
A bylaw to authorize the sale and disposition of Lot 520 Plan 99-0224 LTO to the Government of Yukon.

LEGEND

 SUBJECT AREA

ADMINISTRATIVE REPORT

TO: Planning Committee
FROM: Administration
DATE: August 5, 2024
RE: Public Hearing Report – Zoning Amendment – Interim Granular Resource Extraction

ISSUE

Public Hearing Report on a bylaw to amend the Zoning Bylaw to enable interim granular resource extraction as a multi-year temporary use to prepare a site for subsequent development.

REFERENCE

- [Whitehorse 2040 Official Community Plan \(OCP\)](#)
- [Zoning Bylaw 2012-20](#)
- [Land Use Master Plan Policy](#)
- Proposed Bylaw 2024-33 (Attachment 1)

HISTORY

Administration is bringing forward a proposed amendment to the Zoning Bylaw to enable interim granular resource extraction as a multi-year temporary use to prepare a site for subsequent development.

The OCP acknowledges that gravel is an essential asset to the community and provides policies to guide granular material extraction. Section 13.2 provides that granular resource extraction may be considered as an interim land use on lands designated for development that have an approved Master Plan, with approval through a Temporary Use Development Permit. The newly adopted Master Plan Policy provides additional requirements for information to be included in Master Plans where granular resource extraction is needed to achieve the finished grade for the planning area.

Amendments to the Zoning Bylaw are required to implement a process to enable interim granular resource extraction as a temporary use. Currently, the Zoning Bylaw enables a Development Officer to issue Temporary Use Permits for projects with a defined lifespan of less than one year. However, interim granular resource extraction uses are likely to have a lifespan greater than one year, requiring an amendment to the Zoning Bylaw to enable extraction as a multi-year temporary use. Amendments are also required to establish the criteria to apply for a permit and to identify the application requirements.

Bylaw 2024-33 received First Reading on June 11, 2024. Public Hearing notifications were sent out in accordance with Zoning Bylaw 2012-20, including:

- Newspaper advertisements published in the Yukon Star and Yukon News on June 21 and 28, 2024;
- Email notifications sent to Kwanlin Dün First Nation, Ta'an Kwäch'än Council, Government of Yukon Land Management Branch, Whitehorse Chamber of Commerce, Yukon Chamber of Commerce, and Yukon Chamber of Mines.

A public hearing for this item was held on July 8, 2024. No public input submissions were received and nobody registered for, or spoke to, the amendment at the public hearing.

ALTERNATIVES

1. Proceed with second and third readings under the bylaw process; or
2. Do not proceed with second and third readings.

ANALYSIS

No issues were raised with this proposed zoning amendment through the public hearing process.

If the proposed zoning amendments are adopted, education and communication materials will be developed to advise developers and the general public of these changes.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2024-33, a bylaw to amend the Zoning Bylaw to enable interim granular resource extraction as a multi-year temporary use to prepare a site for subsequent development, be brought forward for second and third reading under the bylaw process.

CITY OF WHITEHORSE
BYLAW 2024-33

A bylaw to amend Zoning Bylaw 2012-20

WHEREAS section 289 of the *Municipal Act* provides that a zoning bylaw may prohibit, regulate and control the use and development of land and buildings in a municipality; and

WHEREAS section 294 of the *Municipal Act* provides for amendment of the Zoning Bylaw; and

WHEREAS it is deemed desirable that the Whitehorse Zoning Bylaw be amended to allow granular resource extraction as an interim land use;

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

1. Section 4 of Zoning Bylaw 2012-20 is hereby amended by modifying the existing subsection 4.11.1 c) to read as follows:

“4.11.1 A Development Officer may issue a temporary use permit for a temporary development or use provided that such development or use is not contrary to the Official Community Plan and:

- c) it is an interim land use with a defined life-span of less than one year, unless otherwise excepted by section 4.11.2;”

2. Section 4 of Zoning Bylaw 2012-20 is hereby amended by adding a new subsection 4.11.2 to read as follows and renumbering the remaining subsections accordingly:

“4.11.2 A Development Officer may issue a temporary use permit for an interim natural resource extraction use with a defined lifespan exceeding one year, provided that such development is not contrary to the Official Community Plan and:

- a) the resource to be extracted is limited to gravel, sand, and rock (hereafter called granular resource extraction);
- b) a Master Plan for the area subject to the temporary use permit has been approved by Council, and the application aligns with the approved Master Plan;
- c) The temporary use permit will be issued for a period not exceeding one year, with the potential to apply for subsequent one-year permits upon satisfactory demonstration that the extraction activities have been performed in accordance with the approved plans from the previous permit; and
- d) Permits issued for subsequent years may provide new or modified conditions of approval as may be required to ensure compliance with this bylaw or any other City plans, policies, or bylaws.

-
3. Section 4 of Zoning Bylaw 2012-20 is hereby amended by modifying existing subsections 4.19.1 to read as follows:

“4.19.1 Where the Development Officer has required certain improvements be made to a property, documents prepared or other actions completed as a condition to the issuance of a development permit for the property (the “required improvements”), and has required security in the form of cash or a letter of credit be deposited with the City pursuant to any of the provisions of this bylaw, including without limiting the generality of the foregoing, sections 5.5.2.3, 5.5.3.1, 5.5.5, 5.5.8.1, 6.15.6 or 7.2.8:

- a) Upon completion of the required improvements and the filing of a written request for the release of any cash security deposited with the City, such cash security shall be paid to the property owner, notwithstanding that the person named on the development permit or that provided the security is not the property owner.
- b) Notwithstanding that the development permit was issued to another person, the property owner is responsible for completing the required improvements.

4. Section 6 of Zoning Bylaw 2012-20 is hereby amended by adding new subsection 6.15.6 to read as follows and renumbering the remaining subsections accordingly:

6.15.6 Granular resource extraction permitted as a temporary use under Section 4.11.2 shall be subject to the following:

- a) In addition to any information required by the Development Officer under Sections 4.4 and 4.5 of this bylaw, the Development Officer may require the applicant to provide a quarry management plan, including any or all of the following:
 - (1) Detailed grading plan, showing existing and proposed final elevations and grades throughout the site, and including surrounding area showing how the grading will tie in with surrounding conditions;
 - (2) Extraction and reclamation plan, including the extent of area to be cleared and extracted, where extraction will start and direction of progress of working face, location and size of stockpiles, location where overburden will be stored, phasing of extraction areas, volume of material to be extracted at each phase, and phasing of reclamation/site preparation;
 - (3) Anticipated impacts from dust, noise, and traffic, and measures to mitigate such impacts;
 - (4) An Erosion and Sediment Control Plan, for management of stormwater throughout extraction activities, including erosion control measures to prevent the pollution, degradation, or siltation of natural areas, watercourses, roads, and adjacent sites;

-
- (5) Machinery to be used on site;
 - (6) Any ancillary activities to be performed on the site, including crushing, and screening;
 - (7) Haul route(s) and destination(s) of extracted material;
 - (8) Measures to ensure public safety and site security; and
 - (9) Total estimated duration of extraction activities, with annual milestones.
- b) The Development Officer may require the applicant to provide a general overview of local market demand for the product, demonstrating that there is a realistic prospect of extracting material at the rate identified in the timeline.
 - c) The size of granular material stockpiles on the site shall not exceed the volume of material extracted in the previous year. Stockpiles shall be removed from the site within one year of completion or cessation of extraction activities.
 - d) When applying for a subsequent one-year permit to complete or continue work authorized by a previous temporary use permit, the Development Officer may require the applicant to provide a progress report, noise and dust monitoring reports based on activities performed under a previous permit, revised plans, scope of work for the upcoming year, and/or a new security calculation.
 - e) The Development Officer may require that, as a condition of issuing a temporary use development permit, the applicant provide security in accordance with Section 4.19 to ensure that the granular resource extraction is completed expediently and in accordance with the approved plans, and to ensure that the applicant commences subsequent development or reclaims the site within one year of completion or cessation of extraction activities. The value of the security shall be based on a full-cost calculation provided by a qualified third party. The calculation shall consider the cost to reclaim the site to a natural condition, including grading and contouring, replacing soil and vegetative cover, and seeding and/or planting new trees/shrubs as required, if the City were to hire a third-party to carry out the work. The security amount may be adjusted annually, taking into account the developer's progress to date and work plan for the following year.
 - f) The granular resource extraction security shall be held by the City until the Development Officer is satisfied that the portion of the site that is subject to the security has commenced subsequent development, or has been reclaimed.

5. This bylaw shall come into force and effect upon the final passing thereof.

FIRST READING:	June 11, 2024
PUBLIC NOTICE:	June 21 and June 28, 2024
PUBLIC HEARING:	July 8, 2024
SECOND READING:	
THIRD READING and ADOPTION:	

Laura Cabott, Mayor

Corporate Services

ADMINISTRATIVE REPORT

TO: Planning Committee
FROM: Administration
DATE: August 5, 2024
RE: Public Hearing Report – Zoning Amendment – 13, 23, and 33 McClimon Crescent

ISSUE

Public Hearing Report on a bylaw to amend the zoning of 13, 23, and 33 McClimon Crescent, from FN-FP – First Nation Future Planning to FN-RS – First Nation Residential Single Detached, to allow for the development of townhouses.

REFERENCES

- [Zoning Bylaw 2012-20](#)
- Location Map (Attachment 1)
- Proposed Zoning Amendment Bylaw 2024-34 (Attachment 2)

HISTORY

An application was received to rezone 13, 23, and 33 McClimon Crescent from FN-FP – First Nation Future Planning to FN-RS – First Nation Residential Single Detached to allow for the development of townhouses. The proponent intends to develop 12 townhouses for elders (four per lot).

Bylaw 2024-34 received First Reading on May 27, 2024. Public Hearing notifications were sent out in accordance with the Zoning Bylaw 2012-20, including:

- Newspaper advertisements were posted in the Yukon News on May 31, 2024 and June 7, 2024;
- Email notifications were sent to Kwanlin Dün First Nation, Ta'an Kwäch'än Council, and the Government of Yukon Land Management Branch;
- Mail notifications were sent to property owners within 100 metres of the subject site; and
- A notice sign was placed on the subject site.

A public hearing for this item was held on June 24, 2024. No public input submissions were received and nobody registered for, or spoke to, the amendment at the public hearing.

ALTERNATIVES

1. Proceed with the second and third readings under the bylaw process; or
2. Do not proceed with the second and third readings.

ANALYSIS

No issues were raised with this proposed zoning amendment through the public hearing process and no changes to the application were made following the public hearing.

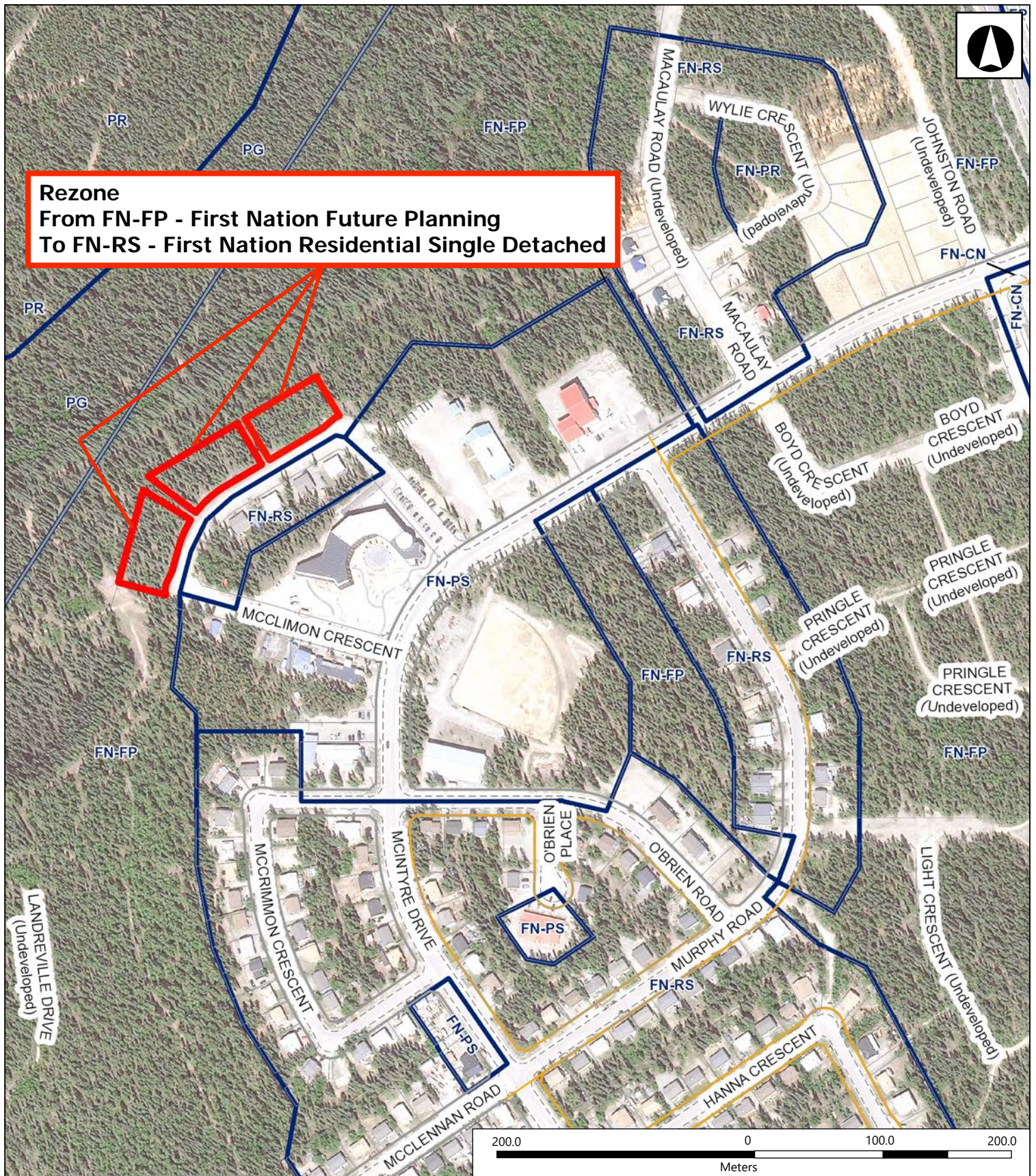
If Council approves this amendment, the proponent can proceed with the City's Development Permit process.

ADMINISTRATIVE RECOMMENDATION

THAT Council direct that Bylaw 2024-34, a bylaw to amend the zoning of 13, 23, and 33 McClimon Crescent, from FN-FP – First Nation Future Planning to FN-RS – First Nation Residential Single Detached, to allow for the development of townhouses, be brought forward at second and third reading under the bylaw process.



**Rezone
From FN-FP - First Nation Future Planning
To FN-RS - First Nation Residential Single Detached**



SCALE:
1:4,000

DATE:
May 21, 2024

FILE:
13, 23, & 33 McClimon Crescent

CITY OF WHITEHORSE - PLANNING & SUSTAINABILITY SERVICES

Proposed Bylaw 2024-34

An application to amend the zoning of 13, 23, and 33 McClimon Crescent from FN-FP - First Nation Future Planning to FN-RS - First Nation Residential Single Detached



CITY OF WHITEHORSE
BYLAW 2024-34

A bylaw to amend Zoning Bylaw 2012-20

WHEREAS section 289 of the *Municipal Act* provides that a zoning bylaw may prohibit, regulate and control the use and development of land and buildings in a municipality; and

WHEREAS section 294 of the *Municipal Act* provides for amendment of the Zoning Bylaw; and

WHEREAS it is deemed desirable that the Zoning Bylaw be amended to allow for the development of multiple housing dwelling units at Lots 742, 743, 744, Block 105D/11, Plan 93240 CLSR YT, municipally known as 13, 23, and 33 McClimon Crescent; and

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

1. The zoning map attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of Lots 742, 743, 744, Block 105D/11, Plan 93240 CLSR YT, from FN-FP – First Nation Future Planning to FN-RS – First Nation Residential Single Detached, as indicated on Appendix A and forming part of this bylaw.
2. This bylaw shall come into force and effect upon the final passing thereof.

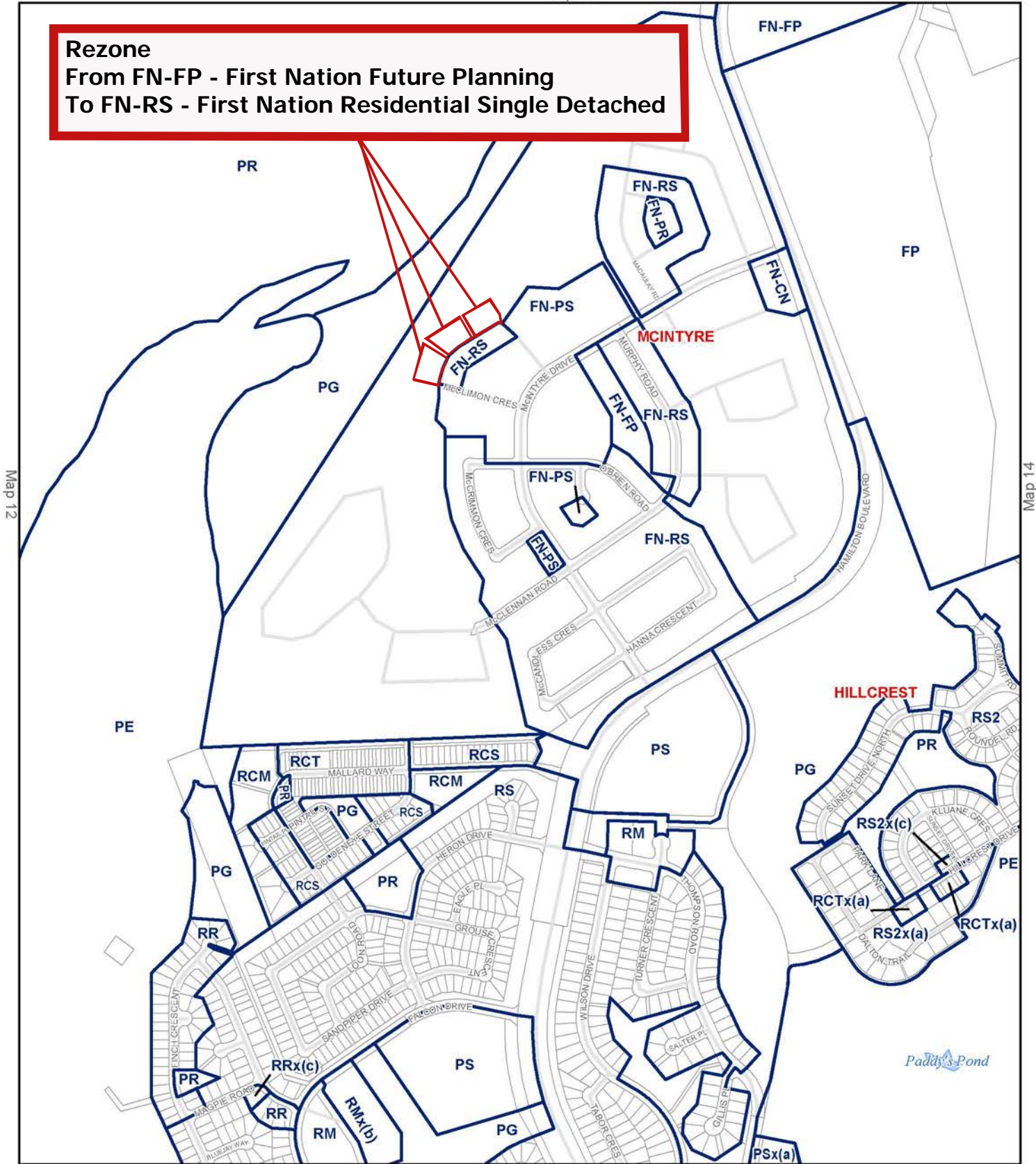
FIRST READING:	May 27, 2024
PUBLIC NOTICE:	May 31 and June 7, 2024
PUBLIC HEARING:	June 24, 2024
SECOND READING:	
THIRD READING and ADOPTION:	

Laura Cabott, Mayor

Corporate Services

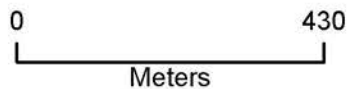
Map 10

**Rezone
From FN-FP - First Nation Future Planning
To FN-RS - First Nation Residential Single Detached**



Map 17

Where a letter appears in brackets following a zoning designation, e.g. RSx(a), the letter corresponds to the 'special restrictions' subsection for that zone.



Consolidation date:
June 15, 2023

Projection: NAD 1983 UTM Zone 8

ADMINISTRATIVE REPORT

TO: City Planning Committee
FROM: Administration
DATE: August 5, 2024
RE: Ice Lake Road South Master Plan

ISSUE

Advancing the Ice Lake Road South Master Plan (the Plan) for Council approval on the design concept for a new industrial/commercial subdivision.

REFERENCES

- [Whitehorse 2040 Official Community Plan](#)
- [2022-2024 Strategic Priorities](#)
- [2020 Commercial Industrial Land Study](#)
- [Ice Lake Road South Master Plan](#)
- Ice Lake Road South Master Plan – Planning area (Attachment 1)
- Ice Lake Road South Master Plan Excerpt – Executive Summary (Attachment 2)

HISTORY

Council's 2022 to 2024 Strategic Priorities seek to create more opportunities for commercial and industrial land development. In 2020, a Commercial and Industrial Land Study was conducted to identify land owned by the City, Government of Yukon (YG), and First Nations that could be considered for this type of development. Subsequent feasibility studies identified Ice Lake Road South (ILRS) as a priority area for further planning. The Whitehorse 2040 Official Community Plan (OCP) requires that a Master Plan be prepared for this area prior to zoning amendment and/or subdivision, since it is over 1.5 ha.

Master Planning Process

Planning efforts formally began in May 2023 when the City hired a consultant to assist Administration in the development of a master plan for the ILRS area. In collaboration with KDFN and YG, City staff worked through multiple iterations of information gathering, conceptualization, and engagement in developing the Plan.

The Plan was discussed at the Development Review Committee (DRC) on June 5, 2024. DRC comments highlighted the challenging topography, expressed concerns about the water supply, and recommended further hydrogeological studies, including a groundwater assessment, noting that usage in this area may be limited. These comments have been addressed in the Final Master Plan.

Implementation of the Plan is anticipated to start following further studies to better characterize the site and its development feasibility. An assessment under the Yukon Environmental and Socio-economic Assessment Act, along with further detailed studies, and all regulatory permits and approvals to develop the site, will be the responsibility of the developer.

Public Engagement

In August 2023, the public provided feedback on the preliminary land use concept through an online survey (engagement phase 1), and again in June 2024 with another survey and a webinar on the draft final concept (engagement phase 2). These engagement phases aimed to inform the public about the project and gather their ideas, preferences, and concerns regarding the land use scenario and draft Master Plan.

- The first online survey, hosted on Engage Whitehorse from August 14 to 28, 2023, received 93 responses.
- The second online survey, conducted from May 31 to June 16, 2024, received 86 responses.
- A webinar presenting the draft Master Plan was held on June 11, 2024, with 13 attendees.

City departments and the landowners also provided input on the land use concept. The consultant then incorporated the comments, where appropriate, to develop the land use concept and Plan report (Attachment 2).

ALTERNATIVES

1. Direct Administration to schedule a Public Input Session at the Regular Council Meeting of September 9, 2024; or
2. Refer the matter back to Administration.

ANALYSIS

Site Context

The Ice Lake Road South planning area (Attachment 1) is a currently undeveloped forested area located along the west side of the Alaska Highway, about 315 metres north of the South Access (Robert Service Way/Alaska Highway intersection). The southern boundary of the planning area is marked by properties on Metropolit Lane, which include light industrial, commercial, and highway commercial uses.

The planning area covers approximately 32.42 ha and includes vacant Yukon government Commissioner's land, KDFN Settlement Land (C-86B), and surveyed land (weigh station). The Yukon government lands are designated for industrial/commercial use in the OCP, while the KDFN land is designated as First Nation Development Lands.

Plan Overview

The Plan proposes to create a new industrial/commercial subdivision to provide more land for this type of development. The land use concept creates capacity for approximately 21 lots (13.6 ha) for industrial and commercial use. The Ice Lake Road South area will include a mix of employment, greenspace, and public service land uses. Access is provided from the Alaska Highway south of the Weigh Station. The Ice Lake Road South area will connect to the Ice Lake Road North area (master planning anticipated to begin in 2024) which would create one of the primary future employment and commercial goods and services nodes in Whitehorse.

A mix of industrial/commercial uses are focussed in two locations along the primary internal road network: in the Alaska Highway frontage (KDFN C-86B) and upper

industrial/commercial area (YG land). At full build out it is envisioned that approximately 42% of the area will be designated Industrial/Commercial use, 41% will be allocated to greenspace, 5% for Public Service, and 12% for roads.

Greenspace & Trails Plan

The Plan includes approximately 13.3 ha of greenspace covering challenging terrain and bedrock, providing buffers from Ice Lake and supporting recreation, passive drainage, and ecological functions. The greenspaces and trails will accommodate activities such as walking, mountain biking, rock climbing, and foraging, while also protecting ecological connectivity throughout the development.

The Plan suggests rerouting a portion of the Rock Gardens Trail that currently cuts through the planning area. This reroute impacts about one kilometer of the existing trail, to be replaced with a new 400 m section connecting further west to the powerline trail. The new segment will follow similar rolling forested terrain and route direction and, where possible, utilize a historical logging trail.

Servicing

The servicing concept envisions a typical rural level of service, including onsite well and septic or trucked water and wastewater servicing, and overhead power. Power and telecommunications will be provided by ATCO Electric and local telecommunications companies.

Stormwater will be collected and conveyed through overland drainage. The Plan recommends developing an overall subdivision drainage plan during detailed design to ensure runoff from developments will flow to the designated greenspaces, ditch or culvert network. The servicing concept considers potential tie-ins to piped water and sewer when municipal services are extended to the South Growth Area.

Due to the onsite servicing requirement, and shallow bedrock conditions, a hydrogeological study should be completed prior to allowing land uses that require large quantities of water and wastewater storage / pump out or ground discharge (e.g., car washes, laundromats, larger hotels, etc.).

Lot grading will be the responsibility of the lot owner. Existing grades in development areas vary and grading requirements will be contingent on lot conditions and the desired use of landowners.

Transportation

The Plan envisions an internal road network stemming from a 4-way signalized intersection or roundabout on the Alaska Highway south of the existing Weigh Station. The Access point location is based on input received during the design workshop and from the public survey. It increases potential for highway-oriented commercial development and provides the opportunity for synergies with planned grader station development and access across the highway as YG-Highway and Public Works is considering the project.

The internal road network provides access to the Alaska Highway Frontage area and upper development area. Both areas are planned to be serviced by a 2-lane rural industrial road with a common roadway that connects the entire development to the Alaska Highway corridor.

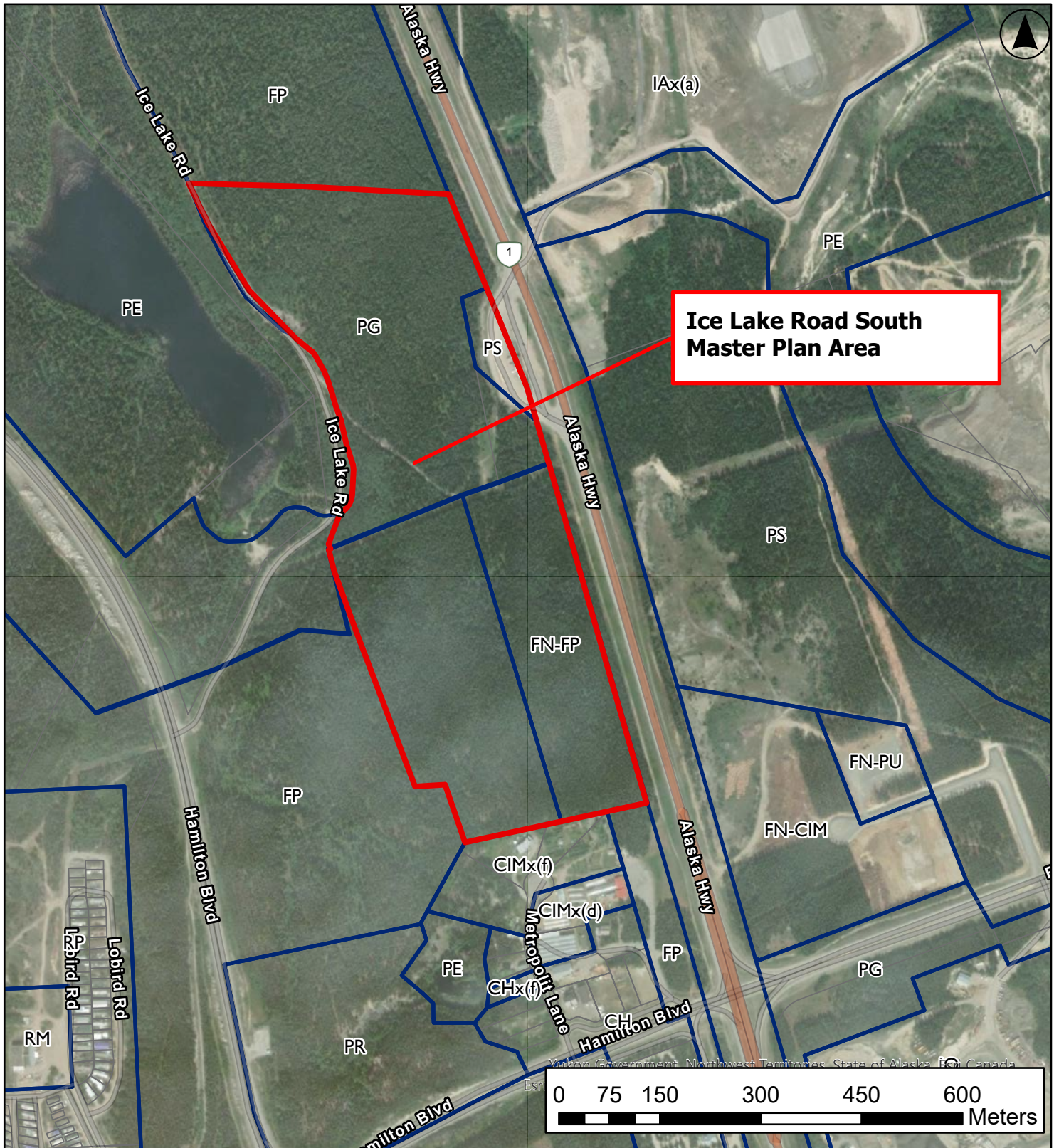
A cul-de-sac at the north end of the road network allows for a future connection to the anticipated development of the Ice Lake Road North area. This connection would provide connectivity between the developments and creates the potential for an alternative access point to the planning area.

Next Steps

If the Plan is approved by Council, the City will work with the landowners to implement the plan through additional detailed studies, assessment, permits, and approvals initiated by the developers.

ADMINISTRATIVE RECOMMENDATION


THAT Council direct Administration to schedule a Public Input Session at the Regular Council Meeting of September 9, 2024, on the proposed Ice Lake Road South Master Plan.



**Ice Lake Road South
Master Plan Area**

DATE:
7/4/2024 6:13 PM

FILE:
Ice Lake Road South MP -
Location Map

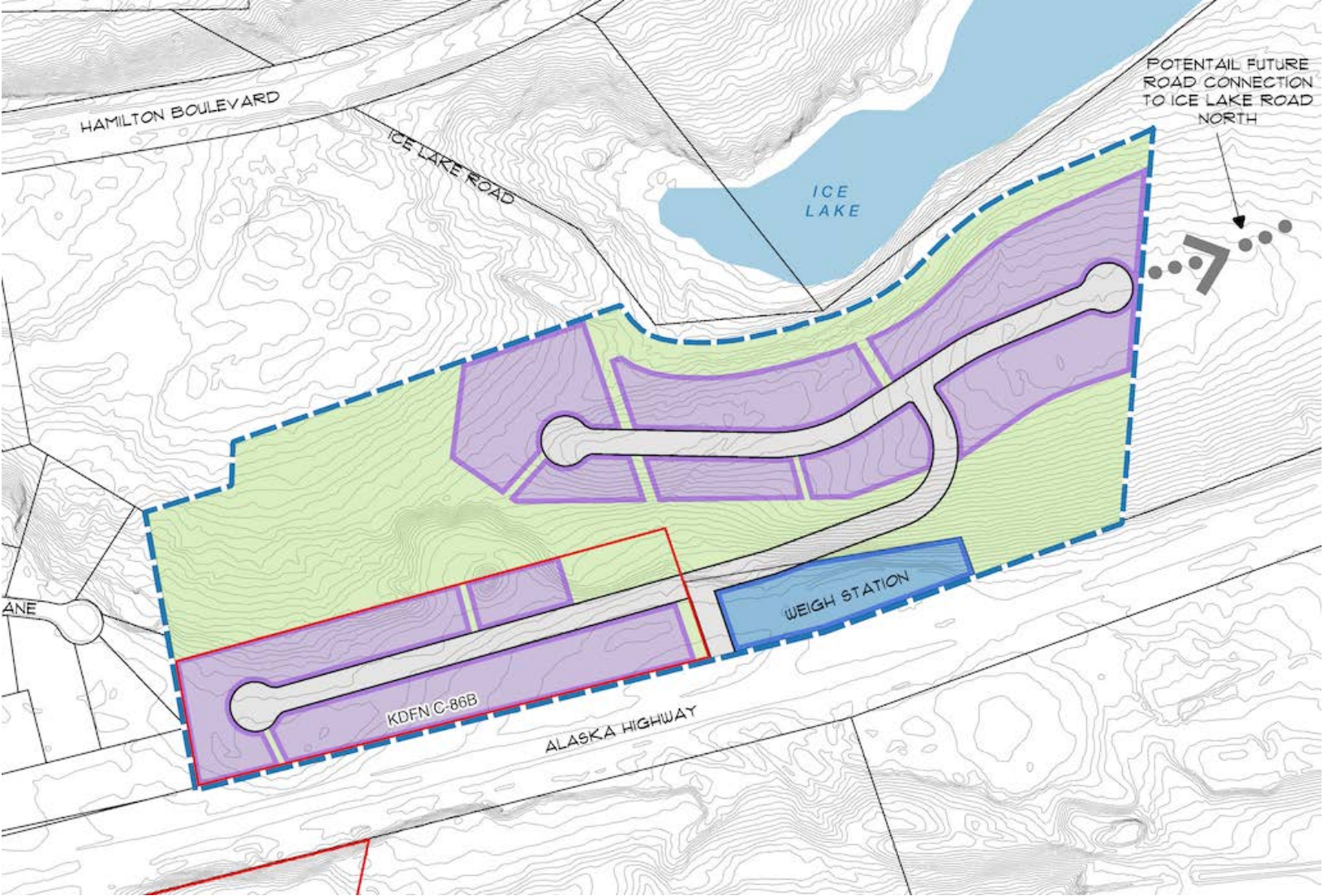
 Subject Site

CITY OF WHITEHORSE - PLANNING AND SUSTAINABILITY SERVICES

Ice Lake Road South Master Plan

Advancing the Ice Lake Road South Master Plan for Council approval on the design concept for an new industrial/commercial subdivision.





ICE LAKE ROAD SOUTH MASTER PLAN

CITY OF WHITEHORSE

Excerpt Only

Attachment 2

July 9, 2024



Prepared by 3Pikas with:

Greenwood Engineering Solutions; ISL Engineering



For full Master Plan, please visit whitehorse.ca/agendas

I. EXECUTIVE SUMMARY

Ice Lake Road South is an undeveloped swath of land located on the Traditional Territory of Kwanlin Dün First Nation and Ta'an Kwäch'än Council. The 32.42-hectare site is located a few kilometres southwest of the downtown core and is bounded by undeveloped land to the north, Ice Lake Road to the West, Metropolit Lane to the south, and the Alaska Highway to the east. Ice Lake Road South is comprised of unsurveyed Yukon Land and Kwanlin Dün First Nation Settlement Land.

The City of Whitehorse created the Ice Lake Road South Master Plan as part of their strategic vision to meet current and future needs for commercial and industrial lands. It is envisioned that the Ice Lake Road South area will connect to the Ice Lake Road North area (master planning anticipated to begin in 2024) as well, creating one of the primary future employment and commercial goods and services nodes in Whitehorse.

Following the process outlined in section 2.1, the plan progressed through strategic visioning, the development of preliminary planning concepts, stakeholder and public engagement and input, land use scenario assessment, and finally, arriving at a final Ice Lake Road South Master Plan.

Key objectives of the Ice Lake Road South Master Plan include:

- Creating employment lands;
- Taking advantage of the site's proximity to the Alaska Highway, which is a major transportation and shipping supply corridor, and opportunity for highway oriented commercial uses;
- Providing flexibility to meet evolving commercial and industrial needs;
- Achieving high standards in planning and sustainable development;
- Guiding long-term investment in infrastructure development; and
- Implementing an effective and efficient use of the site.

Using these and other considerations, the Ice Lake Road South Master Plan will guide the transformation of Ice Lake Road South from undeveloped lands to Industrial/Commercial employment lands. The design is founded upon best practices to progressively integrate with the evolving surrounding land-use fabric and provide high quality employment land for the broader community.

In meeting the above objectives, key features of the Ice Lake Road South Master Plan include:

- Approximately 10 highway-oriented Industrial/Commercial lots with direct visual and transportation connections to the Alaska Highway;
- Approximately 11 mixed Industrial/Commercial lots with direct transportation connection to the Alaska Highway corridor (21 lots in total)

- Employment opportunities for approximately 68 individuals;
- Land use offering opportunities to work within the City's Urban Containment Boundary (i.e., closer to primary residential areas);
- A large green space for active community uses, amenity and park space buffers, and habitat functions;
- A development strategy that addresses adjacent land uses and trails in sensitive and responsive manner;
- Built-in flexibility through recommended phasing to support development feasibility, industry needs, and address variations in market demands.

For the full Master Plan, please visit whitehorse.ca/agendas

ADMINISTRATIVE REPORT

TO: Planning Committee
FROM: Administration
DATE: August 5, 2024
RE: Housing Development Incentive Policy Amendment – Missing Middle Housing Incentive

ISSUE

Proposed amendment to the Housing Development Incentives Policy to temporarily incentivize Missing Middle Housing developments by providing grants to cover development fees for the duration of the City’s Housing Accelerator Fund Contribution Agreement.

REFERENCE

- [2022-2024 Strategic Priorities](#)
- [Whitehorse 2040 Official Community Plan](#)
- Housing Accelerator Fund Contribution Agreement
- Proposed Housing Development Incentives Policy (Attachment 1)

HISTORY

The Housing Development Incentives Policy (Policy) was first adopted in 2012 and updated in 2015, 2018, and 2024. The Policy was amended in March 2024 to manage the financial impacts that existing incentives have on the City and prioritize funding non-market housing over market housing. The Policy was also amended in May 2024 to help address vacant and unoccupied buildings.

On February 6, 2024, the City of Whitehorse (City) and the Canada Mortgage and Housing Corporation (CMHC) entered into a Housing Accelerator Fund (HAF) Contribution Agreement.

The Approved Action Plan sets out the initiatives, milestones, and targets that the City will achieve to remove systemic barriers to housing development and increase supply in the community. It sets a Housing Supply Growth Target of 1,498 permitted housing units by March 2027, consisting of, among others, 56 missing middle housing units. A building permit must be issued for these units to count towards the target.

The HAF program defines missing middle housing as garden suites, secondary suites, duplexes, triplexes, fourplexes, row houses, courtyard housing, and low-rise apartments (4 storeys or less).

One of the initiatives seeks to advance residential developments with greater housing density, diversity, and affordability through an enhanced and tailored approvals program. The initiative intends to develop a program that enhances the permitting application process and encourages the construction of missing middle housing and greater housing density before the finalization of the zoning bylaw rewrite in 2025. Among other things, the

program seeks to encourage applications through granting permit, zoning amendment and/or utility fees.

The City's Approved Action Plan is estimated to incentivize 20 missing middle units through the proposed grants and is intended to complement the recently adopted housing-related zoning amendments.

ALTERNATIVES

1. Bring forward amendments to the Housing Development Incentives Policy;
2. Refer the issue back to Administration for further analysis.

ANALYSIS

Eligibility

The Development Incentives Policy currently includes a Suite Development Incentive for any person or organization that applies for a building permit for an Eligible Suite, as defined by the policy. The revised policy will increase this incentive by also granting back Development Fees, including building permit fees.

Additionally, the revised policy will now include a Missing Middle Development Incentive. Eligible projects must be developed by a non-profit agency or a non-government organization. This incentive will grant all Development Fees and DCCs.

The Manager of Land and Building Services, or designate, will approve the incentives and apply the grants upon application approval. The revised Policy includes the addition of an Eligible Missing Middle Housing definition that aligns with the HAF program definition for missing middle housing.

Amount

Approval of a Suite Development Incentive will result in a grant equal to \$5,000 per suite, or the value of the Development Fees, whichever is less, up to a maximum of \$10,000 per property.

Approval of a Missing Middle Housing Incentive will result in a grant equal to \$5,000 per housing unit or the value of the Development Fees, whichever is less, up to a maximum of \$20,000 per property.

The additional incentives (Suite Development Incentive and Missing Middle Housing Incentive) will have a maximum of \$100,000 in total funding and be issued on a first-come, first-served basis. After \$100,000 in total funding is exhausted, or by the 1st of January 2027, whichever comes first, the additional incentives will expire.

The revised Policy will have no direct financial impact on the City's revenues, as the additional incentives will be funded by HAF rather than the applicant.

Official Community Plan and Strategic Priorities

The Official Community Plan supports the development of a variety of housing types across Whitehorse that reflect the housing continuum. As noted above, a variety of housing types fall under the definition of missing middle housing. The revised Policy also

seeks to further support non-market and rental housing to encourage a variety of missing middle housing across the housing continuum.

In addition, Idea for Action 46 calls for a review of development incentive tools that encourage the creation of smaller, more affordable housing forms including rental properties. The revised Policy seeks to encourage these types of housing forms by incentivizing missing middle housing.

The revised Policy also aligns with Council's 2022 to 2024 Strategic Priorities as it seeks to improve the overall housing supply by supporting the provision of a variety of smaller and more affordable housing forms.

The revised Policy also aligns with recent changes to the Housing Development Incentives policy, which seek to incentivize rental and non-market housing. Administration is proposing the Suite Development Incentive as a temporary measure to further incentivize suites in the city. Given the relatively lower cost of developing a suite compared to developing a multi-unit development, and the overall amount of funding available, it is felt that this will result the greatest incentivization of additional dwelling units.

ADMINISTRATIVE RECOMMENDATION

THAT Council adopt the updated Housing Development Incentives policy.



Housing Development Incentives Policy

Policy Number:	2024-03
Approved by:	Council Resolution 2024-05-03 dated March 11, 2024
Effective date:	March 11, 2024
Department:	Planning and Sustainability Services

PURPOSE

This policy provides eligibility criteria, financial benefits, and approval process for development incentives awarded by the City.

POLICY STATEMENT

Creating attainable housing for citizens is a priority for the City, which will be achieved in part through adding increased housing stock to the market via incentivizing particular development projects that provide Rental Housing or other Supportive Housing initiatives. The City will provide financial incentives for projects that provide Rental or Supportive Housing and assistance to Non-government and Non-profit Organizations.

For greater certainty, in the case of a mixed-use development, the City will only provide financial incentives for residential components of the building.

BACKGROUND

There is currently a need for attainable housing of all types in the city. These needs can be addressed through a variety of housing-supply options including mixed-use, apartments, secondary suites, and other types of housing developments. Some aspects of the housing continuum are being adequately supplied by the market, while others are not. The City does not provide housing directly, but it has a role in land development, permitting and taxation whereby it may encourage development that is not being provided under existing market conditions.

DEFINITIONS

“City” means the municipality of the City of Whitehorse.

“Council” means the municipal Council for the City of Whitehorse.

“Development Cost Charge (DCC)” means the charge levied by the City against a new development to acquire sufficient funds to assist with the expansion of municipal services or facilities and other growth related infrastructure. DCCs are enacted through the Residential Development Cost Charges Bylaw and the value is set out in the Fees and Charges Bylaw.

“Development Fees” means the fees associated with a project including, but not limited to, the costs of development and building permit applications, inspections, water and sewer connection, and the development incentive application. For the purposes of this

policy, development fees do not include DCCs or construction and demolition tipping fees.

“Development Incentives” means the financial benefits provided to a developer, made by the City for developments meeting the eligibility criteria set out in this policy. Development Incentives may be either a grant payment, or a reduction of fees, or both.

“Eligible Suite” means either a living suite or garden suite, as defined by the Zoning Bylaw that is connected to municipal services and located within the Urban Containment Boundary.

“Eligible Missing Middle Housing” means either garden and living suites, duplex, triplex, fourplex, townhouse, and courtyard housing, or apartment and multiple housing of four stories or less, as defined by the Zoning Bylaw that is connected to municipal services, located within the Urban Containment Boundary, and developed by a Non-Profit Agency or Non-Governmental Organization.

“Non-Profit Agency or Non-Government Organization” means an organization that has been registered with Government of Yukon Community Services under the Societies Act and has remained in good standing for a period of two years or longer.

“Rental Housing” means any configuration of multiple housing units that is retained by a single owner, with units that are available to rent on a monthly or longer basis. Rental units must be retained as one legal entity and cannot be subdivided through a condominium process, even if all units are retained by one owner. Individual buildings may be separated through bare land condominium subdivision.

“Short-Term Rental” means the offering of a dwelling unit for a rental period of less than thirty (30) days, or as otherwise defined by the City of Whitehorse Zoning Bylaw.

“Supportive Housing” means the use of a building for residential dwelling units that is owned and operated by a Non-Profit Agency or Non-Government Organization and intended to accommodate tenants who require assistance. Assistance for residents must be provided through a permanent on-site staffing component. Typical uses would include assisted housing for seniors or assisted housing for people with disabilities.

“Unit Grant Incentive (UGI)” means a yearly monetary grant intended to incentivize development. The grant will be calculated on a basis of \$2,000 per unit.

“Urban Containment Boundary” means a mapped boundary, shown in the Official Community Plan, which outlines the serviced urban areas of the city (i.e., areas of urban density, growth, and service delivery including sewer, water and storm infrastructure).

DEVELOPMENT INCENTIVES

Suite Development Incentive

The Manager of Land and Building Services, or designate, may approve a Suite Development Incentive for any person or organization that develops an Eligible Suite, permitted by the City.

Approval of a Suite Development Incentive will result in the DCCs for the approved suite being reduced pursuant to the Fees and Charges Bylaw and -a grant equal to \$5,000

per dwelling unit or equal to the value of the Development Fees, whichever is less, up to a maximum of \$5,000 per unit, and \$10,000 per property.

Grants will be awarded on a first come-first served basis at time of paying Development Fees. Once funding is exhausted, no new grants will be available.

Temporary-Missing Middle Housing Incentives

~~The Manager of Land and Building Services, or designate, may approve a Suite Development Incentive for any person or organization that develops an Eligible Suite, permitted by the City.~~

~~Approval of a Suite Development Incentive will result in a grant equal to \$5,000 per dwelling unit or equal to the value of the Development Fees, whichever is less, up to a maximum of \$5,000 per unit, and \$10,000 per applicant.~~

~~The Manager of Land and Building Services, or designate, may approve a Missing Middle Housing Incentive for any Non-Profit Agency or Non-Governmental Organization any person or organization that develops an Eligible Missing Middle Housing, permitted by the City.~~

~~Approval of a Missing Middle Housing Incentive will result in the Building Permit and DCCs for the approved missing middle housing being reduced pursuant to the Fees and Charges Bylaw.~~

~~Approval of a Missing Middle Housing Incentive will result in a grant equal to \$5,000 per housing unit or equal to the value of the Development Fees and DCCs, whichever is less, up to a maximum of \$20,000 per property.~~

~~The Missing Middle Housing Incentives will have a maximum of \$100,000 in total funding and be issued on a first come, first served basis. After \$100,000 in total funding is exhausted, or January 1, 2027, whichever comes first, the Missing Middle Housing Incentives will expire.~~

~~The Missing Middle Housing Incentives may be combined with other development incentives, where eligible. The Suite Development Incentive and Temporary-Missing Middle Housing Incentive may not be combined.~~

Grants will be awarded on a first come-first served basis at time of paying Development Fees. Once funding is exhausted, no new grants will be available.

Rental and Supportive Housing Development Incentive

Council may approve a Rental and Supportive Housing Development Incentive for any person or organization that builds a development, or retrofits an existing building, with one or both of the following:

- a minimum of four Rental Housing units that will remain as Rental Housing for a minimum term of ten years; or

- a minimum of four Supportive Housing units. Council may consider projects proposed as partnerships between Non-Profit Agency or Non-Government Organizations and for-profit organizations.

Approval of a Rental and Supportive Housing Development Incentive will result in the DCCs for the approved units being reduced pursuant to the Fees and Charges Bylaw, and in a ten-year Unit Grant Incentive (UGI). The total value of the benefit awarded between the fee reduction and grant will not exceed \$500,000.

Non-Profit or Non-Governmental Organization Development Incentives

Council may approve a Non-Profit or Non-Governmental Organization Incentive for any residential housing project undertaken by a Non-Profit or Non-Governmental Organizations.

Approval of a Non-Profit and Non-Governmental Organization Development Incentive will result in the DCCs for the approved units being reduced pursuant to the Fees and Charges Bylaw, and a grant equal to the cost of Development Fees.

Cash Grant Incentive

Council may consider a cash grant for an amount that it deems necessary to support major projects (10 or more units) by Non-Profit or Non-Governmental Organizations. These projects must include either purpose built, subsidized Rental Housing or Supportive Housing as a significant component of the project (over 60% of dwelling units). Eligibility for a cash grant will consider factors such, other external funding sources, project costs, and current market conditions.

TEMPORARY TIPPING FEE INCENTIVE

To ensure timely demolition of vacant/abandoned buildings, applications for the tipping fee incentive will be only be accepted until January 1, 2027.

The Director of Development Services may approve a tipping fee incentive for any person or organization that demolishes an existing building within city limits, subject to the following criteria:

- A valid demolition permit is issued by the City;
- A development permit for new residential units, in excess of what existed prior to demolition, for the same property is issued by the City within one (1) year of completion of demolition; and
- A building permit is issued for new residential units prior to January 1, 2027.

Approval of a tipping fee incentive will result in a grant equal to 75% of the value of the tipping fees associated with the building demolition and will be paid out once all residential units have received occupancy approval.

Grants will be awarded on a first come-first served basis. Once funding is exhausted, no new grants will be available until the following year. The budget for the program will allocate 80% to applications for Downtown locations and 20% to applications for locations outside of Downtown.

Residential units may be developed as part of a mixed-use building.

Eligibility requirements, payment schedule for grants, and other requirements related to an approved tipping fee incentive will be set out in a Development Incentive Agreement between the applicant and the City.

The applicant must submit all documentation from the City's waste management facility related to tipping fee payments. Tipping fee payment for unsorted loads or hazardous materials related to demolition will not be eligible for grant.

Award of a tipping fee incentive does not preclude a development from receiving other incentives as per the terms of this policy.

IMPLEMENTATION

Based on the eligibility criteria listed in this policy, an applicant may apply for a Development Incentive as follows:

1. All grant payments, **excluding Temporary Missing Middle Housing Incentive grants**, considered under this policy will be subject to an annual budget cap as determined by Council through the budget process. **The Temporary-Missing Middle Housing Incentive does not have an annual funding cap, and instead has a total funding cap and expiry date of ~~December 31~~ [January 1, 2027](#).** Any funding available following consideration of approved incentives requiring annual UGI payments will be awarded on a first come-first served basis. Once funding is exhausted, no new grants will be available until the following year.
2. Federal and territorial governments and their agencies will not be eligible for the Development Incentives under this policy.
3. Receipt of a Development Incentive outlined in this policy does not disqualify an applicant from receiving a different grant, subsidy, or loan provided by the City or another entity. An individual or organization may receive more than one Development Incentive, per the terms of this policy.
4. All grants awarded under this policy are subject to the terms of City Grant-Making Policy, with the exception of the **Temporary-Missing Middle Housing Incentive**.
5. All applications must be accompanied by a valid development permit application and projects must adhere to the Official Community Plan, as well as any other relevant City policies or bylaws.
6. Where multiple secondary suites are permitted, a suite development incentive may be approved for each permitted suite.
7. For multi-phased developments that are eligible for an incentive, applications may be made for each phase as the development progresses. Each building, or group of buildings, on a parcel that will be issued a building permit may be considered as an individual phase, even if numerous buildings are included on a single development permit. Project phasing must be considered and approved as part of the development permit.

8. A single phase of an eligible project may apply for a combination of Rental and Supportive Housing Development, Non-Governmental and Non-Profit Organization, and cash grant incentives, as per the terms of the policy.
9. Applications for Development Incentives will not be accepted for projects that have already been issued a building permit. This includes permits that have been cancelled or lapsed and reapplied for in an effort to receive an incentive.
10. Approved UGIs related to Rental and Supportive Housing Development Incentives will be set out in a Development Incentive Agreement between the applicant and the City that will specify the terms of payment. Annual grants will be processed after property owners have paid their taxes for the year in full. If property taxes are in arrears, the Development Incentive Agreement will be void and the applicant will no longer be eligible for the UGI.
11. The annual value of each UGI will be calculated by applying the grant rate of \$2,000 per unit to the number of units that have received occupancy for the project, for the duration of the Development Incentive Agreement. Payment of UGIs will begin once an eligible development has received occupancy permits for all units.
12. Development Incentive Agreements may be revoked and cancelled if occupancy has not been granted within three years of issuance of building permits for Rental and Supportive Housing Development.
13. If a Rental or Supportive Housing unit ceases to be used for that purpose prior to completion of the term set out in the Development Incentive Agreement, the Agreement will become void and the owner will be required to repay the Development Incentives and/or UGI received for that unit to date.
14. Any Rental Housing that has received funding through an approved Development Incentive shall not be used for Short-Term Rental. If an eligible unit is used for Short-Term Rental prior to completion of the term set out in the Development Incentive Agreement, the Agreement will become void and the owner will be required to repay the Development Incentives, including fee reductions, grants, and/or UGIs received to date.
15. Any Eligible Suite or **Eligible Missing Middle Housing** that has received a Development Incentive shall not be used for Short-Term Rentals. If an Eligible Suite is used for Short-Term Rental the owner will be required to repay the Development Incentives including fee reductions and grants received to date.
16. If a development permit is not issued within four months of an approved application under this policy, the application may be considered void and a new application would be required. If a building permit is not issued within four months of development permit approval, the incentive application may be considered void and a new application would be required. The voided application would lose its standing and would be placed at the end of the waitlist, as per section 19.

17. If applications exceed funding, a waitlist will be established based on the time and date of application receipt. Applications that are issued a building permit will be removed from the waitlist.
18. If a development or building permit is substantially amended, revoked, or cancelled, the Development Incentive Agreement will be considered invalid and the applicant must reapply for an incentive under the terms of this policy.
19. Once an incentive application has been approved, the City may consider minor amendments to an approved incentive based on changes to a development or building permit, but changes in incentive categories or application for additional incentives for the same project will not be considered.
20. The City reserves the right to amend this policy from time to time, through the standard Council approval process. In the event of an amendment, active applications will be permitted to continue under the terms in which the application was submitted. Any applications received after the Council process has started will be subject to the updated policy.

REPEAL OF EXISTING POLICY

The Development Incentives Policy adopted by Council resolution 2020-03-11, including all amendments thereto, is hereby repealed.

Supporting References

Municipal Act RSY 2002, c.154

Fees and Charges Bylaw

City Grant-Making Policy

OCP

Zoning Bylaw

History of Amendments

<u>Date of Council Decision</u>	<u>Reference (Resolution #)</u>	<u>Description</u>
May 13, 2024	2024-09-06	Amendments to policy regarding tipping fees.

▣

CITY OF WHITEHORSE
DEVELOPMENT SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Dan Boyd

Vice-Chair: Mellisa Murray

August 5, 2024

Meeting #2024-14

1. New Business

CITY OF WHITEHORSE
CITY OPERATIONS COMMITTEE
Council Chambers, City Hall



Chair: Jocelyn Curteanu

Vice-Chair: Michelle Friesen

August 5, 2024

Meeting #2024-14

1. New Business

CITY OF WHITEHORSE
COMMUNITY SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Kirk Cameron

Vice-Chair: Ted Laking

August 5, 2024

Meeting #2024-14

1. New Business

CITY OF WHITEHORSE
PUBLIC HEALTH AND SAFETY COMMITTEE
Council Chambers, City Hall



Chair: Mellisa Murray

Vice-Chair: Kirk Cameron

August 5, 2024

Meeting #2024-14

1. New Business

CITY OF WHITEHORSE
CORPORATE SERVICES COMMITTEE
Council Chambers, City Hall



Chair: Ted Laking

Vice-Chair: Jocelyn Curteanu

August 5, 2024

Meeting #2024-14

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1. Civility Policy
Presented by Valerie Braga, Director of Corporate Services
 2. International Association of Fire Fighters Collective Agreement Approval
Presented by Valerie Braga, Director of Corporate Services
 3. Budget Amendment – Additional Support for Building Inspections
Presented by Mike Gau, Director of Development Services
 4. New Business

ADMINISTRATIVE REPORT

TO: Corporate Services Committee
FROM: Administration
DATE: August 5, 2024
RE: Civility Policy

ISSUE

Adoption of a new Civility Policy.

REFERENCES

- [Municipal Act](#)
- [2021-12 Council Procedures Bylaw](#)
- Proposed Civility Policy (Attachment 1)

HISTORY

The *Municipal Act* requires that Council adopt a Procedures Bylaw to establish rules to govern its proceedings. Council requested that administration prepare a complementary policy for the benefit of public meeting participants that outlines the City of Whitehorse's commitments to civility and to provide a safe, healthy, respectful, and positive environment during meetings of, or with Council.

ALTERNATIVES

1. Adopt the proposed Civility Policy; or
2. Refer the matter back to Administration.

ANALYSIS

Members of the public are regularly interested in bringing items to the attention of City Council in a public forum. However, meetings of Council are formal, and the format and behavioural expectations of these meetings are not necessarily familiar to participants.

Further, incivility aimed at a political level is frequently in the news across Canada.

One way to mitigate this growing trend is to develop clear guidelines allowing for a safe and respectful meeting environment. Once adopted, the policy will be provided to all delegates registering to attend a meeting of Council.

The proposed policy speaks to several topics, including acceptable attire, scents, and guidelines for both participation and written materials. Also contained in the proposed policy is a section on enforcement that can be used as a tool for the Presiding Officer in responding to inappropriate conduct.

While the intention of the policy is to address participant behavior, this does not include conduct of Council which is being addressed through amendments to Appendix "C" of the Council Procedures Bylaw, the Code of Conduct, or to the conduct of City staff which is to be addressed by the City Manager.

ADMINISTRATIVE RECOMMENDATION

THAT Council approve the proposed Civility Policy.



Civility Policy

Policy Number:	2024-
Approved by:	Council Resolution #
Effective date:	
Departments:	Legislative Services

PURPOSE

The purpose of this policy is to outline the City of Whitehorse's commitment to civility and to provide a safe, healthy, respectful, and positive environment for Council, City staff, volunteers, and citizens during meetings of, or with Council.

POLICY STATEMENTS

The City of Whitehorse ("the City") aims to ensure everyone is treated with dignity, respect, and civility at its meetings.

Civility ensures people's safety, well-being, and the effective use of time at meetings with Council by citizens, Council, and City staff to promote a safe, respectful, violence and harassment-free work environment.

This policy recognizes each citizen's right to freedom of thought, belief, opinion, and expression as provided by the *Canadian Charter of Rights and Freedoms* and the *Human Rights Act*. The policy also recognizes the need to balance those rights with reasonable limits to maintain a safe, productive, and harassment-free workplace for Council and City staff.

SCOPE

This policy applies to interactions taking place at meetings with Council.

DEFINITIONS

"Censure" means to express disapproval.

"Civility" includes the behaviours that reinforce mutual respect in society including the workplace. Civility reflects concern for others and is usually demonstrated through manners, courtesy, politeness, and a general awareness of the rights, wishes, concerns, and feelings of others.

"Council" means the duly elected council of the City of Whitehorse.

“Microaggressions” means a comment or action that subtly and often unconsciously or unintentionally expresses a prejudiced attitude towards a member of a marginalized group.

“Participant” means a citizen or other individual who attends a meeting of Council; it does not include a Council Member.

“Physical attack” includes, but is not limited to, actions such as hitting, shoving, pushing or kicking, or throwing objects.

“Presiding Officer” means the Mayor, Deputy Mayor, or Committee Chairperson who presides over Council and/or Committee Meetings.

“Sanction” means to impose a penalty upon a Participant. This may include removal from a meeting for a period of time, removal from a meeting for the balance of the meeting, and/or other actions, including legal proceedings.

“Sign” includes any sign, placard, banner, written message or logo on any media that may be visible to the Council, to members of the gallery or to viewers on video broadcasting devices.

“Threatening behavior” includes actions such as shaking fists, destroying public or private property, or throwing objects.

“Venue” means the room in which Council conducts public meetings and includes any ancillary rooms connected to the main meeting room.

“Verbal abuse” includes yelling, shouting, swearing, name-calling, insults, condescending language, comments that violate the prohibited grounds sections of the Canadian Human Rights Act or the Yukon Human Rights Act, language that promotes criminal or illegal activities, makes accusations, or contains libellous or insulting language directed to Council, Administration, members of the public, or identifiable groups.

“Verbal or written threats” includes any expression of an intent to inflict harm.

PARTICIPANT’S ATTIRE

Participants at meetings with Council are encouraged to choose clothing that reflects respect for Council and the role of municipal Council. Attire, including buttons, non-religious headwear, pins, or other items, is not appropriate if, in the opinion of the Presiding Officer, it has language, statements, or imagery that is detrimental, discriminatory, offensive, profane, racial, sexist, violent, vulgar, or advocates for a cause or issue beyond Council’s roles and responsibilities as defined in the Municipal Act. Participants shall remove or cover up anything that is held to be disrespectful when directed by the Presiding Officer.

COUNCIL VENUE SCENT-SENSITIVITY

Participants are encouraged to consider others may be scent-sensitive.

PARTICIPATING AT COUNCIL MEETINGS

Individuals wishing to attend or participate in Council meetings, including Regular Council, Standing Committee and Special Meetings of Council shall comply with the relevant portions of the Council Procedures Bylaw.

Council's expectation is that Participants' interaction with Council and others is grounded in civility. Participants are encouraged to observe Council meetings and to engage with Council as delegates as detailed in the Council Procedures Bylaw. Participants are to refrain from microaggressions, physical attack, threatening behavior, verbal abuse, and from making verbal or written threats.

No Participants shall be permitted to bring signs into the venue where Council is meeting. Any persons attempting to bring a sign into a Council meeting will initially be asked to leave the sign outside of the meeting venue. If a person refuses to leave their sign outside the venue, they will be asked to leave the building.

Following the provisions of the Council Procedures Bylaw, Participants at Council meetings are permitted to speak to Council as a whole during the Delegation portion of the Agenda. Participants are to refrain from comment, conversation, applause, other noise-making activities, waving, or other activities that may interfere with or disrupt the proceedings or the recording of meetings. Participants are not permitted to move or rearrange furniture; cross the stanchions; stand, sit, or otherwise occupy a space where they block emergency exit routes; or interfere with any of the video, audio recording or transcription devices. When the venue reaches its maximum capacity, Participants will be asked to wait outside the venue until space becomes available.

The Presiding Officer is tasked with ensuring the orderly conduct of meetings. City Staff will ensure that the Presiding Officer has the support necessary for the orderly conduct of meetings, which may include arranging for Peace Officers or other support services to be available.

Participants may leave the visitors' area at any time as long as they do not disrupt the proceedings of the meeting or interfere with the City's audio / visual / transcription equipment used to record the meeting. Participants may use electronic devices as long as the devices do not generate disruptive noise or light while Council is in session, and do not interfere with the City's audio, visual, or transcription equipment used to record the meeting.

WRITTEN MATERIALS

The Presiding Officer or Administration may discard or refuse to distribute any document provided by a Participant if they have reasonable grounds to believe that

distribution of it in an open and public forum may be inappropriate. This includes any document that violates the prohibited grounds sections of the Canadian Human Rights Act or the Yukon Human Rights Act, contravenes the Council Procedures Bylaw, promotes criminal or illegal activities, makes accusations, or contains libellous or insulting language directed to Council, Administration, members of the public, or identifiable groups. Even if the documentation is not accepted for distribution in an open forum, the Presiding Officer, Council or the City Manager may direct that Administration follow-up.

ENFORCEMENT

This policy will be enforced in a respectful and educational manner. A Participant may be censured or sanctioned for violating the Council Procedures Bylaw or this policy.

Censure

A Participant may be Censured when they:

- (1) Shout or immoderately raise their voice, or use offensive, vulgar or profane language, engage in physical attacks or threatening behavior; or
- (2) Speak on matters other than the matter on the floor; or
- (3) Make disparaging or personal comments about any Person, staff member, or Member of Council.

The Presiding Officer will censure inappropriate comments by a Participant; issue a verbal warning; and the City Manager will have staff provide the Participant with a copy of this policy before taking further action. A warning will clearly identify the disruptive behavior and outline potential consequences should such behavior persist.

If a Participant chooses to continue actions contrary to the above, the Presiding Officer may enact Sanctions.

Sanctions

Where a Participant displays behavior that is not civil at a Council meeting and the behavior persists after a verbal warning by the Presiding Officer, the Presiding Officer will request the Participant temporarily leave the venue, and the City Manager will have staff provide the Participant with an opportunity to regain their composure and reflect on their treatment of Council, City staff or other citizens. If the Participant is presenting to Council and asked to leave temporarily, the Participant may not resume their presentation at that meeting. If the Participant is able to regain their composure, they may be permitted to return to Council Chambers to observe the rest of the meeting, provided they refrain from any further behavior that is not civil.

Persistent or Threatening Behavior

If a Participant's behavior is threatening, intimidating, consists of a physical attack, or of a persistent and disruptive nature, the Presiding Officer may suspend proceedings. The Presiding Officer or the City Manager may request the presence of a Peace Officer to assist in asserting control of the meeting. In the event of a major disruption the Presiding Officer may choose to resume or adjourn the meeting.

Where the behavior of any individual attending the meeting is of a physical attack, violent, threatening or illegal nature, the RCMP may be called. Additional sanctions may be taken such as legal action or denial of entry to subsequent meetings.

Repeated Violations

Should a citizen persist in violating the Council Procedures Bylaw or this policy and should the Presiding Officer have reasonable grounds to believe the citizen will again engage in disruptive, violent, threatening or illegal behavior, Council may direct that the citizen be denied entry into the meeting venue at a subsequent meeting or meetings. The Presiding Officer may request that a Peace Officer attend the meeting to assist in addressing uncivil behavior.

Conduct of Council

Council's behavior is governed by the Council Procedures Bylaw including Appendix "C", Code of Conduct For Council Members.

Conduct of City Staff

Addressing the conduct of staff members is the responsibility of the City Manager as per S.8.4 of the City Manager Bylaw.

FORCE AND EFFECT

This policy shall come into full force and effect upon adoption by Council.

SUPPORTING REFERENCES

Canadian Charter of Rights and Freedoms (s. 2, "Fundamental Freedoms")

Canadian Human Rights Act

Yukon Human Rights Act

Municipal Act

Council Procedures Bylaw

HISTORY OF AMENDMENTS

Date of Council Decision	Resolution #	Description

ADMINISTRATIVE REPORT

TO: Corporate Services Committee
FROM: Administration
DATE: August 5, 2024
RE: International Association of Fire Fighters Collective Agreement Approval

ISSUE

Council approval of terms and conditions between the City of Whitehorse and the employees represented by the International Association of Fire Fighters (IAFF), Local 2217.

REFERENCE

- [Municipal Act](#)
- Proposed Bylaw 2024-45 (Attachment 1)

HISTORY

The current collective agreements with IAFF Local 2217 expired on December 31, 2021. Council endorsed a Terms of Reference to establish a Negotiating Team which was given an overall mandate to negotiate revisions to the Agreement. The City was served notice to bargain within the timeframe allowed in the Canada Labour Code.

The negotiating teams for the respective parties have reached a memorandum of settlement for the collective agreement, and the City has been informed that the IAFF membership has ratified the memorandum.

On behalf of the City Negotiating Team, composed of the Director of People and Culture, Director of Corporate Services, Director of Community Services, Fire Chief and Deputy Fire Chief, the attached Memorandum of Settlement is presented for Council's approval.

ALTERNATIVES

1. Bring forward a Bylaw to authorize the Memorandum of Settlement and resulting collective agreement.
2. Refer back to Administration.

ANALYSIS

The foundation of a mutually beneficial relationship with our employees is providing fair wages and benefits and setting out working conditions that allow the City to effectively utilize the expertise available to us in our workforce, while at the same time maintaining flexibility to serve our citizens.

In this regard, Council instructed the City negotiating team to work towards agreements fair to both parties. The settlement negotiated by the City's negotiating team meets this goal. The duration of the new contracts are from January 1, 2022 to December 31, 2024.

As per the *Municipal Act*, the terms and conditions of employment for all employees, including remuneration, benefits, expenses, hours of work, and manner of appointment,

promotion, discipline and dismissal, are required to be established by bylaw. Authorizing the Memorandums of Settlement will satisfy this requirement and lead to the integration of the revisions into amended Collective Agreement documents.

ADMINISTRATIVE RECOMMENDATION

THAT Bylaw 2024-45 a Bylaw to authorize the memorandum of settlement which amends the collective agreement between the City of Whitehorse and International Association of Fire Fighters Local 2217 be brought forward for consideration under the Bylaw process.

CITY OF WHITEHORSE

BYLAW 2024-45

A bylaw to adopt Collective Bargaining agreements with IAFF

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 Memorandum of Settlement with the International Association of Fire Fighters Local 2217 was reached on July 9, 2024 by the Negotiating Team endorsed by City Council on June 14, 2021;

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

1. This bylaw may be cited as the *IAFF Collective Agreement Adopting Bylaw*.
2. The Collective Bargaining Agreement with International Association of Fire Fighters Local 2217 for the period January 1, 2022, to December 31, 2024 is hereby adopted by this bylaw. The said agreement is based on the 2014 – 2021 Collective Agreement as modified by the July 9, 2024, Memorandum of Settlement identified as Appendix "A" and forms part of this bylaw.
4. This bylaw replaces Bylaw 2014-30 and shall be deemed to have been in full force and effect on and from the 1st day of January 2022.

**FIRST and SECOND READING:
THIRD READING and ADOPTION:**

Laura Cabott, Mayor

Corporate Services

MEMORANDUM OF SETTLEMENT

BETWEEN

CITY OF WHITEHOUSE

(hereinafter "the Employer")

and

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 2217**

(hereinafter the "Association")

1. The parties herein agree to the terms of this Memorandum as constituting full settlement of all matters in dispute between the parties with regard to the renewal of the collective agreement between the parties which expired on December 31, 2021.
2. The undersigned representatives of the parties hereby agree to unanimously recommend the attached Schedules "A", "B", "C", "D" and "E" as the changes to that expired collective agreement to their respective principals for ratification.
3. Except as provided otherwise, all changes to the collective agreement will become effective from the date of later ratification by either party.
4. The parties agree that the collective agreement shall include the terms of the previous collective agreement which expired on December 31, 2021, provided,

however, that the amendments in modification as set out in Schedule A are incorporated.

5. The parties agree that this agreement, if ratified, is enforceable by either party as if it were part of the collective agreement and that to the extent that the specific provisions of this agreement conflict with the collective agreement that this agreement shall take precedence over the collective agreement.
6. Within six weeks of the notification of ratification of this memorandum of settlement by the principals, the Employer shall provide a copy of the draft Collective Agreement to the Association for their review. Within six weeks of receiving such draft Collective Agreement the Association shall indicate its acceptance or rejection of the draft Collective Agreement and the parties shall schedule a meeting to either address such problems as may exist or execute the Collective Agreement on behalf of their principals. In any event such further meeting for addressing problems or executing the Collective Agreement shall be held within six weeks of the notification of ratification by the respective principals.
7. The Employer agrees to entertain any proposal from the Association during the life of this Collective Agreement which provides for changes to Article 19 Registered Retirement Savings Plan which are on a cost neutral basis to the Employer.
8. The Association will encourage their members to utilize the City's Job Evaluation Plan to update the Position Descriptions for all positions covered under this Agreement.
9. The parties agree that the 102% First Class rate for January 1, 2021 in Schedule "A" [now Appendix "A"] is \$50.28.
10. Retroactivity for wage adjustments will be paid within 60 days of later ratification by either party.

11. An employee who terminates due to retirement or death during a period covered by a retroactive pay adjustment shall be paid or have paid to their estate, any salary benefits accruing.

DATED at the City of Whitehorse, Yukon this 9th day of July, 2024.



For the Association



For the Employer

Schedule A

Between

The City of Whitehorse

and

International Association of Fire-Fighters, Local 2217

November 22, 2022

Agreed to Items

Delete: "entered into this 24th day of November, A.D. 2014."

Change all references "the Union" to "the Association" throughout agreement.

Change all references to "Fire Chief" to "Fire Chief or Designate" except in Article 1.01

Change reference from "Volunteer" to "Paid-On-Call" throughout the collective agreement.

Change all language to gender neutral.

Change: Reference to "Appendix" A to "Schedule"

Change: Renumber all articles for consistency

Correct all grammatical errors throughout agreement.

1.01: Change: 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:

- (a) Fire Chief;
- (b) Deputy Fire Chief;**
- (c) Paid-On-Call Firefighters; and**
- (d) Fire Administrative Assistant.**

2.01: Arrange: definitions in alphabetical order.

2.01(u): Move to Hours of Work Clause 9: "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."

2.01: Add: **(q) "Paid-On-Call Firefighter or POC means a person who provides support fire-fighting services to the City of Whitehorse Fire Department and is not a "Firefighter", "Casual Employee" or "Term Employee"."**

2.01(x): Delete: ""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."

2.01: Add: **"Term Employee" means an employee who is hired for a specific task, project or position (to backfill due to a leave of absence or term or acting appointment of a permanent employee or to occupy a non-recurring term-specific position) for a term anticipated to be a minimum of two (2) months to a maximum of two (2) years. Term employees receive the same terms and conditions as**

permanent employees. At the end of the term the employment relationship is terminated unless the Parties agree otherwise."

6.01: Change: 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~~ **bi-weekly** 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.

7.02: Change: Shop Stewards shall be appointed ~~for each station~~ as required and they shall not be discriminated against. The Shop Steward shall be recognized 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 recognized as spokesmen and of any changes thereof.

9.01: Change: Hours of work for permanent firefighters and **Dispatchers** shall be an average of not more than **forty-two (42)** hours per week in accordance with a two platoon schedule.

9.02 Change: Firefighters and **Dispatchers** shall work shifts of no more than ten **(10)** hours or fourteen **(14)** hours as follows:

Four **(4)** day shifts - 0800 hours to 1800 hours; six **(6)** shifts off

Four **(4)** night shifts - 1800 hours to 0800 hours; four **(4)** shifts off

Three **(3)** day shifts - 0800 hours to 1800 hours;

Three **(3)** night shifts - 1800 hours to 0800 hours; followed by four **(4)** shifts off

9.04: Change: 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.~~

9.07: Change: 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 **(5)** days' notice of a change in normal hours of work.

10.01: Change: An ~~Fire-fighter and Dispatcher~~ **employee** 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 **situation** shall include coverage of a regular shift when no employee will agree to voluntarily work the overtime.

10.06: Delete: "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."

10.08: Change: The overtime worked by an employee shall be recorded and approved by the department head **Fire Chief or designate, Deputy Fire Chief, or on duty Platoon Chief** on the form provided for that purpose.

11.02: Change: 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 (6) 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, and achieve a minimum passing grade of seventy-five (75%).

(b) Should the fire-fighter not successfully complete the competency examination, the probationary period may be extended by a maximum of **thirty (30)** shifts.

11.05: Change: 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~~ **Schedule "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~~ **shifts** worked equivalent to full time employment.

11.13 (d): Delete: "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."

13.01: Change: In lieu of the ~~12~~ **14** statutory holidays per year each employee shall receive ~~12~~ **14** 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

~~Last Friday in February~~ **Heritage Day (Rendezvous)**

Good Friday

Easter Monday

Victoria Day

National Indigenous People's Day

Canada Day

Discovery Day

Labour Day

National Day for Truth & Reconciliation

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

13.01(a): Delete: "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."

13.03: Change: The Employer shall pay each fire-fighter and dispatcher at the time-and-one-half (1 1/2) rate for all statutory holidays that have occurred but not yet 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~~
(a) The first (1st) second (2nd) pay in December January for statutory holidays that occur between June 1st January 1st and December 31st of the prior year and at the previous year's rate.

13.06: Change: In each calendar year the employer shall give to the Fire Prevention and Chief Training Officers ~~12~~ **14** designated general holidays with pay.

13.08: Change: 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 general holidays shall be:

New Year's Day

~~The Friday designated for the Celebration of the Yukon Sourdough Heritage Day~~
(Rendezvous)

Good Friday

Easter Monday

Victoria Day

National Indigenous People's Day

Canada Day

Discovery Day

Labour Day

National Day for Truth & Reconciliation

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

14.16 (a): Change: 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.

16.01: Change: An employee shall be authorised Bereavement Leave in accordance with Part 9, section 5860 of the *Employment Standards Act*. Permanent employees will only be paid for bereavement leave taken as follows:

16.06: Change: 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 **ten working three** shifts shall be subject to the approval of the ~~Fire Chief and the~~ City Manager in advance of the leave being taken.

16.09: Change: (a) An employee qualifying under section ~~36.4~~ **38** of the Yukon Employment Standards Act shall be entitled to request parental leave without pay up to a maximum of ~~3763~~ weeks in accordance with the provisions of the Yukon Employment Standards Act.

(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 ~~3763~~ weeks.

20.01: Change: The City Manager shall, upon the recommendation of the Fire Chief, allow an employee to remain in the Fire Department ~~Service~~ **Suppression Branch** beyond the ~~age of 60th birthday 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.

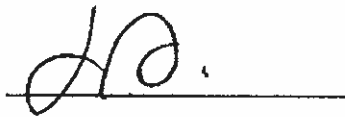
(b) An independent medical examination by a physician of the Employer's choice will be required before an extension of service is considered. The cost of such medical examination shall be borne by the Employer.

(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~~ **Suppression Branch** beyond the age of 65th birthday years.

28.03(b): Change: Where an employee has been granted leave of absence on Heris Majesty's Service, his seniority shall be continued from the date of re-entering the Employer's service.

Signed on November 22, 2022 at the City of Whitehorse.



Lindsay Schneider
Director, People and Culture
City of Whitehorse



Barry Blisner
President
IAFF Local 2217

Schedule B

Between

The City of Whitehorse

and

International Association of Fire-Fighters, Local 2217

November 22, 2022

Agreed to Items

For the Collective Agreement

Between

Expiring on December 31, 2021

The City reserves the right to add to, amend, modify or delete any of these proposals in any way, and/or at any time, during this set of negotiations.

1. Amend Maternity Leave Language by Striking 16.08 entirely and replacing with:

16.08 The following provisions shall apply only to Permanent Employees.

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

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

(ii) provides the Employer with proof that they have applied for, are entitled to and are in receipt of unemployment insurance benefits pursuant to the federal Employment Insurance Act,

shall be paid a maternity leave allowance in accordance with the Supplementary Employment Insurance Benefit Plan.

(b) An employee under paragraph (a) shall sign an agreement with the Employer, providing setting out that:

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

(ii) they will work for a period of at least six months after their return to work; and

(iii) should if the employee fails to return to work as per the provisions of subparagraphs (i) and (ii) for reasons other than death, lay-off or disability, the employee agrees that they are indebted to the Employer for the full amount received as maternity leave allowance.

(c) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Employment Insurance Benefit Plan will shall consist of the following.

(i) Where if the employee is subject to a waiting period of one week before receiving employment insurance maternity benefits, an allowance of 93% of their weekly rate of pay for each week of the waiting period, less any other monies earned during this period.

(ii) For up to a maximum of 15 weeks, payments equivalent to the difference between the Employment Insurance benefits that the employee received at the actual time of the maternity leave and 93% of their weekly rate of pay, less any other monies earned during this period.

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

(iv) Where if an employee has received the full 15 weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave after that without pay, they are eligible to receive a further maternity allowance for a period of one week, equivalent to 93% of their weekly rate of pay, less any other monies earned during this period.

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

(i) for a Full Time employee, the weekly rate of pay for the classification prescribed in the certificate of appointment to the position to which they are entitled on the day immediately preceding the commencement of their maternity leave;

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

(iii) where if an employee becomes eligible for a pay increase or an economic adjustment during the Supplementary Employment Insurance Benefit Plan period set out in paragraph (c), the employee's weekly rate of pay in subparagraphs (i) and (ii) shall be adjusted accordingly.

(e) A regular employee who is on lay-off status shall not be entitled to receive any allowance payment under the Supplementary Employment Insurance Benefit Plan pursuant to paragraph (c).

(f) For the purpose of payments received under the Supplementary Employment Insurance Benefit Plan, the Plan shall provide that the employees have no vested right to payment under the Plan except to payments during a period of unemployment specified in the Plan.

(g) An employee's Continuous Service Date will shall not be advanced by the amount of the maternity leave taken under this section 16.08.

2. Add as 11.06 (renumber existing 11.06-11.18) from LOU 12:

Casual Fire Fighter or Dispatcher employees who have been successful in securing a permanent position in a classification that they are receiving a rate of pay above the Rookie Classification/Rank due to 11.05 will:

- **Have assigned a permanent date effective the date of awarding of permanent position,**
- **Have their Classification/Rank frozen,**
- **Receive increase as set out in the Summary of Monetary Increases,**
- **Resume progression within Schedule "A" – Salary Schedules when their permanent time in position equals the time requirement in Schedule "A" – Salary Schedules.**

3. Unspecified Leave from LOU 10

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

- a) **Unspecified Leave days shall not be carried over into the next calendar year. Unspecified Leave days which are unused at the end of the calendar year shall be paid to the employee.**
- b) **Upon termination an employee will be entitled to a payment of any unused hours for Unspecified Leave on a pro rata basis proportional to the number of completed months of service since the granting of Unspecified Leave hours.**

4. LOUs to be deleted from the Agreement

- LOU 1
- LOU 2 – referenced in MoS
- LOU 3
- LOU 5 – referenced in MoS
- LOU 6
- LOU 9
- LOU 11
- LOU 15
- LOU 18
- LOU 20
- LOU 21 – referenced in MoS
- We are unaware of LOU 14 and 16 but will be deleted

8. LOUs to Renew (see below)

- LOU 4

- LOU 7
- LOU 17

Schedule B is agreed to. Nov. 22/22

LS.

Lindsay Schneider
Director, People & Culture
City of Whitehorse



President

IAFF Local 2217

Letter of Understanding [04]

RE: Daytime Fire-fighter Position

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~~ **Association** 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~~) (14) 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.

Signed on _____, 2023 at the City of Whitehorse.

Lindsay Schneider
Director, People and Culture
City of Whitehorse

Barry Blisner
President
IAFF Local 2217

Letter of Understanding [07]

RE: Relief Fire-fighter and/or Relief Dispatcher

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 1 O: 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.~~

Signed on _____, 2023 at the City of Whitehorse.

Lindsay Schneider
 Director, People and Culture
 City of Whitehorse

Barry Blisner
 President
 IAFF Local 2217

LETTER OF UNDERSTANDING [17]

Re: Camera Policy

BETWEEN: THE CITY OF WHITEHORSE

THE INTERNATIONAL ASSOCIATION OF FIRE-FIGHTERS, LOCAL 2217

The parties agree as a result of discussions that the installations of video recording equipment in fire apparatuses shall be used in accordance with the admin directive 2015-02 (amendment required to directive to Include Fire Department vehicle mounted cameras into the policy).

The installations of cameras will allow video footage for the fire prevention branch and aid in their investigation following an incident. Cameras will not be used to supervise or observe the routines of staff or used improperly by the City to investigate in any bargaining unit employee's investigation. Any audio capability the camera may have Wi-Fi be turned on and will not be used in any circumstances during any type of investigation.

If the investigation is part of an accident while any employee was operating city equipment the video surveillance can be utilized to aid in the investigation. The City agrees to provide this video footage to the Local 2217 Shop Steward that is related to a staff member's Investigation.

The effectiveness of the cameras installed into the fire apparatuses will be reviewed once a year from the date of this agreement. This review will be conducted by the City and the Union to determine its effectiveness and may be used for training purposes.

Video footage will be recorded for the duration of the emergency or Incident and only viewed by the following authorities.

1. Fire Prevention Branch
2. Fire Chief or Designate
3. Deputy Fire Chief
4. Incident Commander
5. Fire Training Branch

Who can request footage:

1. RCMP in a criminal investigation
2. OH&S in an investigation
3. Shop Steward and/or representative of the Local 2217 Executive in an investigation.

Signed on _____, 2023 at the City of Whitehorse.

Lindsay Schneider
Director, People and Culture
City of Whitehorse

Barry Blisner
President
IAFF Local 2217

Schedule C

Between

The City of Whitehorse

and

International Association of Fire-Fighters, Local 2217

February 14, 2023

Agreed to Items

For the Collective Agreement

Between

Expiring on December 31, 2021

The City reserves the right to add to, amend, modify or delete any of these proposals in any way, and/or at any time, during this set of negotiations.

1. Meal allowance

10.11 Notwithstanding section 10.10, when an employee has been provided a minimum of five (5) hours notice prior to the start of their regular shift to work overtime contiguous to their regular shift, no meal allowance will be paid. However, if an employee has been provided with less than five (5) 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. In addition, if an employee works an overtime shift and then stays to work at least two hours of a contiguous unplanned shift of overtime (as of five hours before the start of the first overtime shift), then a meal allowance as outlined in section 10.10 will be paid.

2. Amend Probationary Period

11.02 The probationary period on initial hire for ~~a Fire Fighter~~ all employees shall be ~~ninety (90)~~ one-hundred and eighty (180) 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.

3. Posting vacant positions

11.07(b) Should it be determined that a position will be vacant for a period of more than ~~three (3)~~ six (6) months, or more an indefinite period as per City Policies, the Employer may elect to utilize the competitive process.

4. Amend 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~~ \$4,000.00 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.

5. Amend Legal Representation

23.01 The Employer agrees to defend any and all **administrative proceedings**, claims, suits or actions made or filed against an employee and undertakes to indemnify an employee from any and all **reasonable expenses**, 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.

6. LOUs to Delete

- a. LOU 8

7. LOU New

- LOU XX – Compressed Work Week

Signed on March 9, 2023 at the City of Whitehorse.



Lindsay Schneider
Director, People and Culture
City of Whitehorse



Barry Blisner
President
IAFF Local 2217

LETTER OF UNDERSTANDING [XX]

Re: **Compressed Work Week**

BETWEEN: THE CITY OF WHITEHORSE

THE INTERNATIONAL ASSOCIATION OF FIRE-FIGHTERS, LOCAL 2217

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

Signed on _____, 2023 at the City of Whitehorse.

Lindsay Schneider
Director, People and Culture
City of Whitehorse

Barry Blisner
President
IAFF Local 2217

Schedule D

Between

The City of Whitehorse

and

International Association of Fire-Fighters, Local 2217

March 10, 2023

Agreed to Items

For the Collective Agreement

Between

Expiring on December 31, 2021

The City reserves the right to add to, amend, modify or delete any of these proposals in any way, and/or at any time, during this set of negotiations.

1. Amend Union Dues

6.02 Casual employees shall not be required to become members of the Union. However, as a condition of employment, they shall authorize the Employer to deduct ~~\$25.00 per shift worked to a monthly maximum of \$150.00~~ 7% of their hourly pay so worked, up to an amount equal to the current Association Dues paid by all members covered in this agreement, as amended from time to time and governed by the Association's Constitution and Bylaws.

2. Amend FPO and CTO Hours

9.04 The standard work week for the Fire Prevention and Chief Training Officers shall be ~~thirty-five (35)~~ forty (40) hours.

9.05 The standard work day for the Fire Prevention and Chief Training Officers shall be seven eight consecutive hours of work 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 In addition to the above hours of work, ~~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~~ standard hours of work.

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~~ standard hours of work.

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

3. Correct Vacation Table

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).

Rate of	% of O/T		
Monthly	Earnings		
<u>Years of Continuous Service</u>	<u>Entitlement</u>	<u>Accrual</u>	<u>Only</u>
First calendar full year of service	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%

4. Increase Illness

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~~ **seven (7)** 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.

5. Add Orthodontics

18.01(a)(iii) Orthodontics

6. Amend 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) worked months following the date of the reprimand in

accordance with this section. Absences in excess of 8 scheduled shifts in a month, excluding vacation, will not count towards a worked month.

7. Amend Grievance Process

31.02-31.06: Replace:

Step 1

31.02 The Association and the aggrieved employee shall take the matter up, within fourteen (14) calendar days of the alleged grievance occurring or becoming apparent, with the Fire Chief or Designate, who will be assisted by Human Resources. The Step 1 grievance meeting shall take place within ten (10) calendar days of the notification. The Association is to be advised of the Step 1 decision within ten (10) calendar days of the Step 1 grievance meeting.

Step 2

31.03 Failing settlement at Step 1, the Association and the aggrieved employee, shall take the grievance up within ten (10) calendar days of the receipt of the Step 1 grievance decision by filing a Step 2 written notice of intent with Human Resources identifying the specific clauses of the collective agreement the Association and the employee believes have been violated.

Upon receipt of the Step 2 notice, a Division Director will be appointed to hear the grievance and will convene a Step 2 grievance meeting within ten (10) calendar days. The Association is to be advised of the Step 2 decision within ten (10) calendar days of the Step 2 grievance meeting.

Step 3

31.04 Failing settlement at Step 2, the Association, shall take the grievance up within ten (10) calendar days of the receipt of the Step 2 grievance decision by filing a Step 3 written notice of intent with Human Resources identifying the specific clauses of the collective agreement the Association believes have been violated.

Upon receipt of the Step 3 notice, the City Manager, or designate, will be appointed to hear the grievance and will convene a Step 3 grievance meeting within ten (10) calendar days. The Association is to be advised of the Step 3 decision within ten (10) calendar days of the Step 3 grievance meeting.

Step 4

31.05 Failing settlement at Step 3, the Association, shall take the grievance up within fourteen (14) calendar days of the receipt of the Step 3 grievance decision by filing a written notice of intent with Human Resources referring the matter to arbitration. By mutual agreement, the Union and the Employer will determine whether to use a three-person board or a single arbitrator.

Policy Grievance

31.06 Where a dispute arises between the parties including any difference concerning a question of general application or interpretation of the Agreement, which does not

specifically involve an employee or a group of employees, the matter may be submitted in writing by the Association as a policy grievance.

Policy grievances shall be initiated at Step 3 of the grievance procedure. For the purposes of policy grievances, Steps 3 and 4 of the procedure shall be as follows:

(a) Step 3 The Association shall take the matter up, within fourteen (14) calendar days of the alleged grievance occurring or becoming apparent, with Human Resources. The City Manager, or designate, will be appointed to hear the grievance and will convene a Step 3 grievance meeting within ten (10) calendar days. The Association is to be advised of the Step 3 decision within ten (10) calendar days of the Step 3 grievance meeting.

(b) Step 4 Failing settlement at Step 3, the Association, shall take the grievance up within fourteen (14) calendar days of the receipt of the Step 3 grievance decision by filing a written notice of intent with Human Resources referring the matter to arbitration. By mutual agreement, the Union and the Employer will determine whether to use a three-person board or a single arbitrator.

(c) Policy grievances shall seek to declare the proper general application and interpretation of the collective agreement.

(d) The above process may be used for an Employer grievance substituting the Union for the City Manager.

8. LOUs to Renew as amended at end
 - LOU 19
9. Fire Prevention Officer Differential effective 1 month from date of later ratification when FPOs start working 8 hours per day or 40 hours per week
 - 1st year - 108%
 - 2nd year - 112%
 - 3rd year - 116%
 - 4th year - 120%
10. Chief Training Officer Differential effective 1 month from date of later ratification when CTO starts working 8 hours per day or 40 hours per week
 - 1st year - 108%
 - 2nd year - 112%
 - 3rd year - 116%
 - 4th year - 120%
11. Schedule "A" add: "The City reserves the right to authorize an initial appointment to an employee at any step in the Salary Schedule based on their previous relevant experience."

LETTER OF UNDERSTANDING [19]

Re: Casual Pools

BETWEEN: THE CITY OF WHITEHORSE

THE INTERNATIONAL ASSOCIATION OF FIRE-FIGHTERS, LOCAL 2217

1. ~~Pursuant to the terms of the collective agreement between the above mentioned parties signed January 1, 2014.~~ This mutual agreement is to help fill casual and permanent full-time positions. **The 18-month eligibility list is inclusive of a maximum of 4 casuals (Pool 'A') or otherwise agreed upon by Management and Union.**
2. A competition will be run ~~every 18 months or whenever it is needed thereafter~~ to determine a ranking system that would advance a casual into permanent full-time positions based on a 1-4 ranking ~~over the next 18-month eligibility period.~~
3. The eligibility list will be established based on scores in the competition (highest score-first ranked) and the candidates will be offered in writing, a position based on their rank on the eligibility list.
4. For either ~~casual term~~ or full-time positions, the number one candidate whom scored-first ranked will be offered the position. If for whatever reason the position is turned down, then the position will be offered to the next person on the **eligibility ranking** list. If another ~~Casual term~~ or permanent full time position were to arise again ~~within the 18-month period~~, then the position will be offered again to the ~~number 1 or next highest scored ranked~~ **Casual in the pool.**
5. When a competition is held it will include an additional 4 candidates (Pool 'B') ranked 1-4 who would be used to hire external candidates into the casual positions when the existing casuals are placed into ~~casual term~~ or permanent full-time positions. They will not be eligible to fill ~~casual term~~ or permanent full-time positions without being advanced to Pool 'A'. Movement from Pool "B" will be based on vacancies in Pool "A". To maintain consistency those vacancies will be offered under the same conditions as outlined in paragraph three of this document.
6. ~~Existing Casuals are expected to meet the qualifications listed in the Firefighter Position Description (PD).~~ **New hires Persons in Pool "A" are required to meet these qualifications in the Firefighter Position Description (PD) within 6-months of acceptance of an offer letter, or longer timeframe, at the discretion of the Fire Chief. Failure to do so will result in withdrawal from the eligibility list and /or termination of employment.**
7. **All time spent in Pool "A" does not count towards probation as outlined in Article 11.02.** ~~To ensure the position expectations are being met, all new hires and those coming off of an eligibility list will undergo a 90-shift probationary period as well as a suitability assessment of the candidate. At a minimum of 15 shifts prior to the completion of the Initial probationary period for a firefighter, the employee must successfully pass a competency examination.~~
8. In an instance where an opening arises, a permanent full-time employee (Firefighter Rank) would first have the option to move laterally between crews, subject to Fire Chief or designate approval. This will be broadcast to the internal full-time employees (Firefighter Rank)

for a minimum of one week. If no internal movement is requested a casual employee would be placed into the vacant position.


9. When a Casual firefighter is hired into a full-time firefighter position they will be grandparented at their existing rate of pay until their time served as a full-time firefighter places them in a higher pay rate based on Schedule "A".

Signed on _____, 2023 at the City of Whitehorse.


Lindsay Schneider
Director, People and Culture
City of Whitehorse

Barry Blisner
President
IAFF Local 2217

Signed on March 10, 2023 at the City of Whitehorse.



Lindsay Schneider
Director, People and Culture
City of Whitehorse



Barry Blisner
President
IAFF Local 2217

Schedule E

Between

The City of Whitehorse

and

International Association of Fire-Fighters, Local 2217

July 9, 2024

Agreed to Items

For the Collective Agreement

Between

Expiring on December 31, 2021

1. 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 shiftwork 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-three~~ **(3) permanent, term and/or casual** 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~~ **six (6) permanent, term and/or casual** 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.

2. 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, 2022** and shall continue in full force and effect until **December 31, 2024**, 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 1) that it desires that this agreement shall be revised, modified or amended.

3. Wage Proposal

2022 – January 1 – 3.75%
2023 – January 1 – 3.75%
2024 – January 1 – 3.75%

4. Captain Differential increase 4 weeks after later ratification

- Add: Captain – 3rd year 119%
- Add: Captain – 6th year 120%


5. Platoon Chief Differential increase 4 weeks after later ratification

- Add: Platoon Chief – 3rd year 130%
- Add: Platoon Chief – 6th year 131%

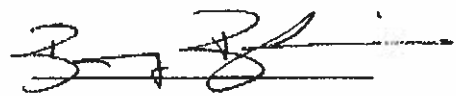
6. Senior FF Differential increase 4 weeks after ratification

- Change: 1st Class Firefighter, 11+ years 104%
- Remove: 1st Class Firefighter, 16+ years 104%

Signed on July 9, 2024 at the City of Whitehorse.



Lindsay Schneider
Director, People and Culture
City of Whitehorse



Barry Blisner
President
IAFF Local 2217

ADMINISTRATIVE REPORT

TO: Corporate Services Committee
FROM: Administration
DATE: August 5, 2024
RE: Budget Amendment - Additional Support for Building Inspections

ISSUE

A Budget Amendment is required to fund additional resources in Land & Building Services to continue the positive momentum achieved in regard to issuing building permits.

REFERENCE

- [2024-2026 Operating Budget](#)

HISTORY

The 2024 building season and construction industry has been significantly impacted by the inability of the City to issue building permits and inspections to meet the expectations of industry. In order to address the backlog of permits, Administration arranged a multitude of solutions which included redeploying resources internally from other departments, contracting additional services from other provinces and introducing new delivery methods such as remote virtual inspections. To enable the positive momentum to continue, Administration is seeking additional operating budget authority to continue to advance permits and inspections and ensure the industry is able to continue to advance their building season.

ALTERNATIVES

1. Amend the 2024 to 2026 Operating Budget to increase the building inspection operating budget in the amount of \$123,540 in 2024 year and \$186,301 in 2025 and 2026 provisional years; or
2. Refer the matter back to Administration for further analysis.

ANALYSIS

In order to continue to advance permits and ensure that the City is able to meet the anticipated demand for inspections, Administration is seeking additional funds to hire consultants and to recruit for further Building Inspectors.

The City has contracted a recruitment consultant who is actively engaged in recruiting building inspectors, and if approved for additional operating funds, would increase that recruitment for an additional position. The funding for this staffing would be allocated from the City Housing Accelerator Fund allotment and is an allowable use of the funds.

The supplementary funds for consulting would allow the department to continue to use consultants for both the permit issuance and also virtual remote inspections to meet demand. These funds would be covered from reserves.

ADMINISTRATIVE RECOMMENDATION

THAT Council amend the 2024 to 2026 Operating Budget to increase the Building Inspection expenditures budget in the amount of \$123,540 for the 2024 year and \$155,682

for the 2025 and 2026 provisional years funded by Housing Accelerator Fund and General Reserve.