

CITY OF WHITEHORSE
SPECIAL Council Meeting #2024-15

DATE: Thursday, August 15, 2024
TIME: 12:00 p.m.

Mayor Laura Cabott
Deputy Mayor Kirk Cameron
Reserve Deputy Mayor Mellisa Murray

AGENDA

CALL TO ORDER 12:00 p.m.

AGENDA Adoption

BYLAWS

2024-45 Collective Agreement Approval (IAFF) 3rd Reading

ADJOURNMENT

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:

August 12, 2024

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.

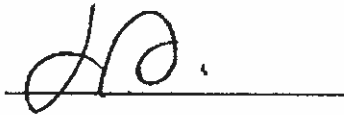
(b) An independent medical examination by a physician of the Employer's choice will be required before an extension of service is considered. The cost of such medical examination shall be borne by the Employer.

(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%

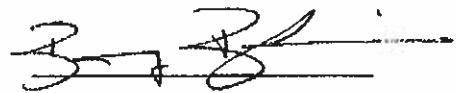
6. Senior FF Differential increase 4 weeks after ratification

- 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