

**AGREEMENT BETWEEN:**

**THE CITY OF WHITEHORSE**



**AND:**

**INTERNATIONAL ASSOCIATION OF FIRE-FIGHTERS,  
LOCAL 2217**



**COLLECTIVE AGREEMENT FOR THE PERIOD:**

**JANUARY 1, 2022 TO DECEMBER 31, 2024**

Highlighted text in grey indicates substantive changes  
(new or amended provisions)



# Collective Agreement

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THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BETWEEN:**

**THE CITY OF WHITEHORSE**  
2121 Second Avenue  
Whitehorse, Yukon  
Y1A 1C2

(referred to as the "Employer", the "City" or the "City of Whitehorse")

**AND**

**THE INTERNATIONAL ASSOCIATION OF FIRE-FIGHTERS,  
LOCAL 2217**  
Box 31228  
Whitehorse, Yukon  
Y1A 5P7

(referred to as the "Association")

(collectively referred to as the "Parties")

**BACKGROUND**

The Parties have agreed to enter into this Collective Agreement (referred to as the "Agreement" or the "Collective Agreement") to effectively set out the duties, privileges, working conditions and remuneration of the Employees covered by this Agreement.

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE 1: INTERPRETATION**

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**Interpretation**

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1.01 In this Agreement, the following provisions apply.

**Definitions**

- (a) "Association Officials" means those members of the Association elected or appointed to one of the regular Association positions such as member of the executive, Shop Steward or City safety committee representative.
- (b) "Business Agent" means a person designated as a Business Agent by the Association.
- (c) "Captain" means an Employee in the Captain position, as described in the City's Position Description.

- (d) "Chief Training Officer" means an Employee in the Chief Training Officer position as described in the City's Position Description.
- (e) "City Manager" means the City Manager for the City of Whitehorse.
- (f) "Continuous Service" means uninterrupted employment with the Employer.
- (g) "Department" or "Fire Department" means the City's Fire Department.
- (h) "Deputy Fire Chief" means a person in the Deputy Fire Chief position as described in the City's Position Description.
- (i) "Dispatcher" means an Employee in the Dispatcher position as described in the City's Position Description.
- (j) "Employee" means a Permanent Employee and a Term Employee working in classified positions listed in Schedule A.
- (k) "Fire Administrative Assistant" means a person in the Fire Administrative Assistant position as described in the City's Position Description.
- (l) "Fire Chief" means a person in the Fire Chief position as described in the Position Description and includes their designate except for the purposes of paragraph 2.01(a).
- (m) "Fire-fighter" means an Employee in the Fire-fighter position as described in the City's Position Description and includes a Captain and a Platoon Chief.
- (n) "Fire Prevention Officer" means an Employee in the Fire Prevention Officer position as described in the City's Position Description.
- (o) "Member" means an Employee who is a member of the Association.
- (p) "Paid-On-Call Fire-fighter" means a person who provides support fire-fighting services to the Fire Department but for the purposes of this Agreement, is not an Employee, a Fire-fighter, nor a Casual.
- (q) "Permanent Employee" means a person who has successfully completed the probationary requirement of a position described in the City's Position Description and who has been assigned to a position within the permanent establishment of the Employer, as determined by the Employer.
- (r) "Platoon Chief" means an Employee in the Platoon Chief position as described in the City's Position Description.
- (r) "Probationary Employee" means a person in the process of serving the initial or promotional probationary period as an Employee as defined in sections 12.01 or 12.04.
- (s) "Rookie" means an Employee who has been hired at or below the entry level of the Fire-fighter or Dispatcher salary range until they are promoted to 4th Class Fire-fighter or Dispatcher.
- (t) "Shop Steward" means a person appointed to that position by the Association.

**Interpretive Rules**

- (u) The word "may" shall be regarded as permissive and the word "shall" shall be regarded as imperative.
- (v) A reference to the City's Position Description means the Position Description as amended from time to time.
- (w) Words in the singular include the plural and words in the plural include the singular where the context so requires.



**Schedules**

- (x) Schedule A – Salary Schedules and Schedule B – Uniforms, are attached to and form part of this Agreement.

**Term Employees**

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1.02 In this Agreement, the following provisions apply.

- (a) "Term Employee" means a person who is hired for a specific task, project or position to backfill due to a leave of absence 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 months to a maximum of two years.
- (b) Term Employees shall have the same terms and conditions of employment as Permanent Employees unless otherwise specifically set out in this Agreement. At the end of the term, the employment relationship is terminated unless the Parties agree otherwise.

**Casuals**

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1.03 In this Agreement, the following provisions apply.

- (a) "Casual" means a person who is employed on an irregular or unscheduled basis, and who is hired when it is anticipated that the requirement for the person is for a minimum of one shift and a maximum of 60 consecutive shifts.
- (b) Unless otherwise agreed by the Parties under paragraph (d), a Casual shall
  - (i) have achieved the eligibility qualifications otherwise required for the position in respect of which they have been hired on a casual basis;
  - (ii) if they are employed on a casual basis as a Fire-fighter, maintain current status for Paid-on-Call Fire-fighter eligibility; and
  - (iii) if they are employed on a casual basis as a Fire-fighter, have successfully completed casual fire-fighter training.
- (c) In exceptional circumstances, a Casual's term of employment may be extended beyond the 60 consecutive shift maximum. The term of the extension is to be agreed upon by the Parties.
- (d) The Parties shall agree to an eligibility list of Casuals which may include persons not meeting the minimum qualifications set out in paragraph (b).

**ARTICLE 2: APPLICATION**

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2.01 The provisions of this Collective Agreement apply to all Employees of the Fire Department, but do not apply to

- (a) the Fire Chief;
- (b) the Deputy Fire Chief;
- (c) Paid-on-Call Fire-fighters; and
- (d) the Fire Administrative Assistant.

2.02 The provisions of this Collective Agreement do not apply to Casuals, except as expressly provided in this Agreement.

### **ARTICLE 3: MANAGEMENT RIGHTS**

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

### **ARTICLE 4: ASSOCIATION RECOGNITION**

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- 4.01 In accordance with the Certificate of Bargaining Authority issued by the Canada Industrial Relations Board (C.I.R.B.) (now called the Canada Labour Relations Board) on July 31, 1973, the Employer acknowledges that Employees who are subject to the provisions of this Agreement have selected the Association as their sole and exclusive bargaining agent. The Employer recognizes the Association as such for all Employees working at those classified positions listed in Schedule A and for any other person employed by the Employer covered by the certificate unless, subject to the approval of the Canada Labour Relations Board, the Parties agree otherwise.

### **ARTICLE 5: ASSOCIATION MEMBERSHIP**

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- 5.01 All Permanent Employees shall, as a condition of their employment, maintain membership in good standing in the Association, and each new Permanent Employee shall become a Member upon their permanent hiring date with the Fire Department.
- 5.02 Subject to paragraph 95(e) of the federal *Canada Labour Code*, if a Permanent Employee at any time ceases to be a Member in good standing, the Employer shall, upon notification in writing from the Association, discharge the Employee immediately.

### **ARTICLE 6: DEDUCTION OF ASSOCIATION DUES**

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- 6.01 The Employer shall, starting after a Permanent Employee's first pay period, deduct from the wages of that Employee, an amount equal to the bi-weekly dues of the Association.
- 6.02 The Employer shall, by the 15<sup>th</sup> day of the month following the month the dues were deducted, remit to the Treasurer of the Association all amounts deducted, with a list of the names of the Employees from whom the deductions were made.
- 6.03 Casuals are not required to become members of the Association. However, as a condition of employment, a Casual shall authorize the Employer to deduct 7% of their hourly pay for hours worked, up to an amount equal to the Association bi-weekly dues paid by Permanent Employees. The Employer shall remit to the Treasurer of the Association, in accordance with section 6.02, all amounts deducted with a list of the names of the Casuals from whom the deductions were made.

### **ARTICLE 7: ASSOCIATION REPRESENTATIVES AND ACTIVITIES**

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#### **Shop Stewards and Business Agents**

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- 7.01 The Association may appoint Shop Stewards and Business Agents to represent the Association.
- 7.02 Shop Stewards shall be appointed by the Association as required. A Shop Steward shall be recognized by the Employer as a spokesperson for the Association at any fire station.

- 7.03 The Association shall notify the Employer in writing of the names of Shop Stewards and Business Agents and of any changes to those appointed as Shop Stewards or Business Agents.
- 7.04 Shop Stewards and Business Agents shall not be discriminated against by reason of holding the positions of Shop Steward or Business Agent.
- 7.05 Business Agents shall have access to Members while the Members are carrying out their regular duties, after first obtaining permission from the Fire Chief. The Fire Chief shall not unreasonably withhold permission.

#### Association Meetings

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- 7.06 Subject to the approval of the Fire Chief, which shall not be unreasonably withheld, the Association may hold Association meetings in a fire station. The meetings shall not be held at times or places which in any way interfere with the successful operation of the Fire Department.
- 7.07 All Members of the on-duty shift are permitted to attend Association meetings that deal specifically with ratification of a collective agreement, annual election of Association officials, or significant changes to working conditions (e.g. changes in duties). In respect of all other Association meetings, the Members of the on-duty shift shall remain in their respective fire stations in order to respond to incidents, unless approved by the Fire Chief.

### ARTICLE 8: LEAVE FOR ASSOCIATION REPRESENTATIVES

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- 8.01 A Shop Steward shall obtain the permission of the Fire Chief, which shall not be unreasonably withheld, before leaving their work to investigate complaints of an urgent nature, to meet with management to deal with grievances, or to attend meetings called by the Employer.
- 8.02 A Shop Steward shall not suffer a loss in pay when leaving their work in accordance with section 8.01.
- 8.03 Elected or appointed officials of the Association are permitted to use shift substitutes if they need to be away from their work for the purpose of conducting Association business.
- 8.04 If using shift substitutes under section 8.03, officials of the Association shall be responsible for identifying qualified substitutes and shall use the City's forms and notification process.
- 8.05 Use of shift substitutes by three or more Association officials for a simultaneous period is subject to the prior approval of the Fire Chief, in consideration of operational needs.
- 8.06 Use of shift substitutes under this Article shall not count towards an individual's annual accumulated totals of shift exchanges under sections 9.04 to 9.06.

### ARTICLE 9: HOURS OF WORK AND SHIFT EXCHANGE

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#### Hours of Work for Fire-fighters and Dispatchers

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- 9.01 Hours of work for Employees who are Fire-fighters or Dispatchers shall be an average of not more than 42 hours per week in accordance with a four-platoon schedule.
- 9.02 Employees who are Fire-fighters or Dispatchers shall work shifts of no more than 10 hours or 14 hours, as the case may be, as follows:
  - Four day shifts – 0800 hours to 1800 hours; six shifts off
  - Four night shifts – 1800 hours to 0800 hours; four shifts off
  - Three day shifts – 0800 hours to 1800 hours;
  - Three night shifts – 1800 hours to 0800 hours; four shifts off.

9.03 For the purpose of calculating holidays, sick leave and bi-weekly pay for Employees referred to in section 9.02, a standard shift shall be 12 hours.

#### Shift Exchange for Fire-fighters and Dispatchers

9.04 Subject to section 9.06, Employees who are Fire-fighters or Dispatchers are permitted to exchange scheduled regular shifts with Employees of the same rank or the next adjacent rank higher if the following conditions are met:

- (a) there is no additional cost to the Employer;
- (b) there is no impairment of
  - (i) the efficiency or safety of the Fire Department,
  - (ii) the safety of the public, and
  - (iii) the ability of the Employer to conduct training;
- (c) the Employee provides one shift of advance notice of the requested exchange in writing to the Platoon Chief and the Platoon Chief grants permission;
- (d) the Employee exchanging shifts is qualified to work in the position of the Employee with whom they are exchanging shifts, and in the case of a Captain or Platoon Chief, an Employee working their shift is required to have adequately performed the higher ranked duties on an acting basis in the previous 12 months; and
- (e) in order to maintain continuity and communication, wherever reasonably possible, at least one Employee of the scheduled shift shall be scheduled on duty.

9.05 Under paragraph 9.04(c), the Platoon Chief

- (a) shall not unreasonably withhold permission for a requested shift exchange; and
- (b) in extenuating circumstances, may permit a shift exchange on notice shorter than one shift.

9.06 If an Employee who is a Fire-fighter or Dispatcher requests more than 14 shift exchanges in a calendar year, the request shall be reasonable and the Platoon Chief

- (a) shall consider the request based on the particular circumstances; and
- (b) shall not unreasonably withhold permission for a requested shift exchange, having regard to operational requirements.

#### Fire Prevention Officer and Chief Training Officer

9.07 The standard work week for a Fire Prevention Officer and a Chief Training Officer shall be 40 hours.

9.08 The standard workday for a Fire Prevention Officer and a Chief Training Officer shall be eight consecutive hours of work scheduled between 7:00 a.m. and 12:00 a.m. midnight, Sunday to Saturday inclusive, unless otherwise agreed by the Parties.

9.09 In addition to the hours of work set out in sections 9.07 and 9.08, a Fire Prevention Officer and a Chief Training Officer shall have a one-hour unpaid lunch break during the Employee's shift scheduled as close to the mid-point of the workday as possible, and two 15 minute rest breaks scheduled approximately mid-way through each half day.

9.10 Subject to sections 9.07 and 9.08, when necessary due to operational requirements or the nature of the work to be done, the Fire Chief may determine the days and hours of work for a Fire Prevention Officer or a Chief Training Officer, as the Fire Chief considers necessary. The Fire Chief shall give the Employee five days' notice of a change in their standard hours of work.

**ARTICLE 10: OVERTIME**

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- 10.01 An Employee who is required by the Fire Chief, Deputy Fire Chief, or the Platoon Chief to work overtime immediately following the completion of their regular shift, shall be paid at the rate of one and one-half times their regular hourly rate of pay for that overtime worked. The Employee shall have the right to refuse to work overtime, except in an emergency. An emergency situation includes coverage of a regular shift when no Employee has agreed to voluntarily work the overtime.
- 10.02 If an Employee who is a Fire-fighter is required by the Fire Chief, Deputy Fire Chief or Platoon Chief, to change fire stations on less than ten hours' notice prior to their shift, they shall be paid at the rate of one and one-half times their regular hourly rate of pay for one-half hour of the shift. If Fire-fighters who are on duty are required to change fire stations, they shall do so at no additional cost to the City.
- 10.03 Subject to the operational requirements of the Department, the Employer shall make every reasonable effort to allocate overtime work for Employees who are Fire-fighters, equitably according to rank from among readily available qualified Fire-fighters who normally perform that work.
- 10.04 If an Employee is required to attend meetings determined to be mandatory by the Employer, and the meeting is on the Employee's day-off or outside of their regular shift on scheduled days of work, the Employer shall provide reasonable notice to the Employee. The Employer shall consider the Employee's previous commitments in determining whether to grant permission to be absent from the meeting. Employees in attendance at the meetings shall be paid at one-and-one-half times their regular hourly rate of pay for the actual time spent at the meeting, but in any event, they shall be paid for no less than two hours.
- 10.05 If an Employee is requested to attend meetings determined to be voluntary by the Employer, and the meeting is on the Employee's day-off or outside of their regular shift on scheduled days of work, the Employee shall be paid at their regular hourly rate of pay for the actual time spent at the meeting, but in any event they shall be paid for no less than two hours.
- 10.06 Advance authorization by the Fire Chief or the Deputy Fire Chief is required for overtime for a Chief Training Officer or a Fire Prevention Officer.
- 10.07 The overtime worked by an Employee, other than as referred to in section 10.06, shall be recorded and approved by the Fire Chief, Deputy Fire Chief or on-duty Platoon Chief on the form provided for that purpose.

**Call Out**

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- 10.08 An Employee who is called to work outside their regular shift shall be paid a minimum of two hours' pay at the rate of one-and-one-half times their regular hourly rate of pay. If more than one call-out occurs within the two-hour period, it shall be considered one call-out.

**Meal Allowance**

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- 10.09 If an Employee is required to work overtime in excess of two consecutive hours contiguous to their regular shift without prior notice as outlined in section 10.10, the Employer shall reimburse the Employee for meals as set out in the City's Travel Administrative Directive, as amended from time to time, if the overtime work results in the Employee missing meals.
- 10.10 If an Employee has been provided a minimum of five hours' notice prior to the start of their regular shift to work overtime contiguous to their regular shift, no meal allowance shall be paid. However, if an Employee has been provided with less than five hours' notice prior to the start of their regular shift to work overtime at the end of their regular shift, a meal allowance as outlined in section 10.09 shall be paid.

- 10.11 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), a meal allowance as outlined in section 10.09 shall be paid.

## **ARTICLE 11: REMUNERATION AND PROGRESSION**

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### **Pay for Permanent and Term Employees**

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- 11.01 All Employees shall be paid in accordance with Schedule A, and shall be paid
- (a) in the amounts specified for the position to which they have qualified; and
  - (b) subject to section 11.03, based on their date of hire, progress through the applicable rates of pay set out in Schedule A. Advancing through the progression shall be based on the Employee's permanent date of hire.

### **Pay for Casual Fire-fighters or Dispatchers**

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- 11.02 Fire-fighters or Dispatchers who are Casuals shall be paid at the hourly rate for a Fire-fighter Rookie or Dispatcher Rookie, as the case may be, in accordance with Schedule A. These Casuals shall, subject to section 11.03, progress through the classification/ranks set out in Schedule A to a maximum of Fire-fighter 1<sup>st</sup> Class or Dispatcher 1<sup>st</sup> Class based on shifts worked equivalent to full time employment.

### **Progression Requirements for Fire-fighters**

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- 11.03 (a) To progress through the Fire-fighter classifications/ranks set out in Schedule A, all Fire-fighters must pass any competency examinations required by the Employer which measure their knowledge, abilities, and competency to perform the duties of the next level of Fire-fighter.
- (b) The Employer shall provide reasonable training opportunities for Fire-fighters. The Employer shall undertake meaningful consultation with Employees on the training opportunities that are included in this training program.
- 11.04 All Fire-fighters shall receive increases in salary as set out in Schedule A as they complete the required number of years of service and progress through the classification/ranks set out in Schedule A.
- 11.05 (a) In this section, "Competency Date" means the date on which a Fire-fighter is eligible to progress to the next classification/rank set out in Schedule A.
- (b) The Competency Date for a Fire-fighter who has been on a leave of absence without pay for a period of more than six shifts shall be moved to a date which provides for a total of 12 months of paid employment between Competency Dates.
- (c) The Competency Date for a Fire-fighter who has been on paid leave other than vacation leave or statutory holiday entitlements may be moved to a date which provides for a total of 12 months of paid employment between Competency Dates.

### **Conversion from Casual to Permanent Fire-fighter or Dispatcher**

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- 11.06 Fire-fighters or Dispatchers who are Casuals who have been successful in securing a permanent position in a classification/rank where they are receiving a rate of pay above the Rookie classification/rank under section 11.02 shall
- (a) be assigned a permanent date of hire effective the date they were awarded the permanent position;

- (b) subject to paragraph (d), have their classification/rank frozen;
- (c) receive increases as set out in Schedule A; and
- (d) resume progression within Schedule A when their permanent time in the position equals the time requirement in Schedule A.

#### Acting Pay

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- 11.07
- (a) Any Employee who is required by the Fire Chief to perform duties of a higher rank shall be paid at the rate of pay applicable to the higher rank while acting.
  - (b) Acting pay for less than one full shift shall be paid under this section only if the Fire Chief, Deputy Fire Chief, Platoon Chief or Captain is not reasonably available to respond to an incident.
  - (c) Appropriate leave and time sheets shall be submitted to the Fire Chief.

#### Training Pay

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- 11.08
- (a) If an Employee is required by the Employer to attend in-service or local training sessions outside the regular hours of work, or if an Employee is requested to replace an Employee involved in the training, the Employee shall be paid at one-and-one-half times their regular rate of pay.
  - (b) The Employee may, at their option, elect to accrue the training time at one-and-one-half times their regular rate of pay. The time accrued must be taken off in the calendar year in which it is earned. If an Employee intends to take some or all the time as time-off, they shall apply for the time-off on or before November 1<sup>st</sup> of the calendar year in which it was earned to be taken by December 31<sup>st</sup> of that year. If the Employee does not apply to take the time-off by November 1<sup>st</sup>, the Employer shall pay out all monies owing resulting from the accrued time that has not been taken as time-off in that calendar year.
  - (c) If training is offered by the Employer which may be undertaken at the Employee's option, and it is scheduled outside the regular hours of work, time spent in the training shall be paid at the regular rate of pay, operational requirements permitting.
  - (d) An Employee shall be compensated for training outside of the City of Whitehorse in the same manner as training inside the City of Whitehorse. That is to say, there shall be no loss of pay when attending training inside or outside the City of Whitehorse during regular hours of work, and time spent in training that falls on off-duty time shall be compensated as per paragraphs (a) and (b) for required training and paragraph (c) for optional training. There shall be no compensation for travel time or for time not spent in attendance in a training session held inside or outside the City of Whitehorse.

#### Long Service Bonus

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- 11.09 Long service bonuses are built into the Salary schedules in Schedule A and reflect the following compensation as recognition of years served. Long service bonus is calculated on the continuous service date of the Employee as follows.
- (a) Upon completion of five years of continuous full-time employment as a Permanent Employee of the Fire Department, the Employee shall be paid an index of 102%.
  - (b) Upon completion of 10 years of continuous full-time employment as a Permanent Employee of the Fire Department, the Employee shall be paid an index of 103%.
  - (c) Upon completion of 15 years of continuous full-time employment as a Permanent Employee of the Fire Department, the Employee shall be paid an index of 104%.

### Under-fill Pay for Fire-fighter

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- 11.10 The Employer may authorize an initial appointment of an Employee as a Fire-fighter at less than the rate for a Rookie Fire-fighter as set out in Schedule A, on an under-fill basis, if the Employee lacks the full qualifications necessary for the position and is considered to have potential for development in that position. Payment shall be made in accordance with the following conditions:
- (a) no Employee shall be appointed as an under-fill at a pay rate which is less than 75% of the First Class (four to five years) Fire-fighter rate set out in Schedule A; and
  - (b) if an Employee is appointed as an under-fill, the under-fill rate of pay may apply for no more than 45 working shifts.

## ARTICLE 12: PROBATION, PROMOTION AND TRIAL PERIODS

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### Probationary Period – New Hires

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- 12.01 (a) The probationary period on initial hire for all Employees shall be 180 working shifts. If the probationary period is extended, the Employee shall be advised by the Employer of the extension in writing at least six shifts prior to the end of the initial probationary period.
- (b) At a minimum of 15 shifts prior to the completion of the initial probationary period for a Fire-fighter, the Employee is required to successfully complete any competency examination of the Employer and achieve a minimum grade of 75%.
- (c) If the Fire-fighter does not successfully complete the competency examination under paragraph (b), the probationary period may be extended by a maximum of 30 shifts in addition to any extension under paragraph (a).

### Promotion to Captain or Platoon Chief

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- 12.02 (a) The Employer shall set written examinations for the ranks of Captain and Platoon Chief, which shall be written by Employees wishing to be considered for promotion.
- (b) A minimum passing grade of 75% shall be achieved before an Employee is eligible for promotion.
- (c) In order to be eligible for promotion, an Employee is required to have written and passed the examination with the minimum passing grade within the immediately prior 24-month period.
- (d) The examinations shall be made available by the Employer annually or at the time a Fire-fighter is eligible to progress to the next classification/rank set out in Schedule A.
- 12.03 (a) If an Employee is eligible for promotion under section 12.02 and if a position for Captain or Platoon Chief is vacant, the Employee may apply for promotion by way of a written application form or by providing a resume to the Employer.
- (b) Eligible candidates shall be interviewed by a selection board consisting of at least three people appointed by the Employer.
- (c) Appointment to a position of Captain or Platoon Chief shall be made on the basis of qualifications including education, skill, training, knowledge, experience, personal suitability (including attitude and work ethic) and previous performance during employment.
- (d) If the Employer determines that two or more applicants have equivalent qualifications, the appointment shall be made based on seniority.
- (e) Based on the outcome of the competition, an eligibility list of the top three certified candidates may be established. This list will be used for staffing future promotions into the positions of



Captain or Platoon Chief for a period of 12 months from the date of the appointment of the successful candidate.

**Trial Period – Promotions and Lateral Transfers**

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12.04 The trial period in the case of promotion or a lateral transfer shall be 90 working shifts. If the trial period is extended, for cause, the Employee shall be advised of the extension in writing at least five working shifts prior to the end of the initial trial period.

**ARTICLE 13: VACANCIES AND NEW POSITIONS**

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**Vacancies**

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- 13.01 (a) If a vacancy arises due to short term absences in a Platoon Chief position, that position shall be staffed by the Captain on that shift in an acting capacity as long as they are qualified for the position.
- (b) If a vacancy arises due to short-term absences in a Captain position, that position shall be staffed in an acting capacity by an Employee who is a Fire-fighter who has been assigned to a fire station, as long as they are qualified for the position.
- (c) If a position will be vacant for a period of more than 6 months, the Employer may elect to utilize the competitive process to staff the position.

**New Positions**

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- 13.02 (a) If the Employer creates a new position which is not included in this Agreement and which falls within the jurisdiction of the Association, the Association shall be provided with a copy of the position description and notice of rating.
- (b) If the Association disagrees with the rating accepted by the Employer, the Association shall advise the Employer, and the Employer shall discuss the matter with the Association. Failing agreement on the rating, the Association may refer the matter directly to arbitration.
- (c) The Parties shall negotiate, by letter of understanding, the introduction of the new position into the Collective Agreement.

**ARTICLE 14: STAFFING LEVELS**

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- 14.01 In the interest and safety of the citizens of Whitehorse, the Employer shall provide adequate staffing of its Fire Department. Given that operational Employees work shift-work which is divided into four platoons, and each platoon consists of a set number of Employees, if a shift is short Employees for any reason, the Employer shall not require that there be a replacement as long as a minimum of three Fire-fighters who are Permanent Employees, Term Employees or Casuals, are on duty per fire station.
- 14.02 Despite section 14.01, if the Employer chooses to have Fire-fighters operate from only one fire station, a minimum of six Fire-fighters who are Permanent Employees, Term Employees or Casuals shall be on duty at that fire station. A Permanent Employee, who is a Fire-fighter, shall not lose their employment with the Department as a direct result of the Employer choosing to operate from only one fire station.
- 14.03 When normal operations require the calling in of a replacement, the Employer shall call in the extra personnel necessary to maintain minimum staffing. The extra personnel shall be from among Employees or Casuals who are qualified and available.
- 14.04 Nothing in this Article shall prevent the calling in of Paid-On-Call Fire-fighters by the Employer for support of the Employees who are Fire-fighters if there is a fire or other emergency. Employees

who are Fire-fighters available by pager shall be called in first for the fire or emergency, at any time there are three or fewer Paid-On-Call Fire-fighters that have agreed to be immediately available by pager.

14.05 A Fire Prevention Officer, a Chief Training Officer or a Dispatcher may be called by the Employer at any time to assist with any incident.

**ARTICLE 15: STATUTORY HOLIDAYS**

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15.01 Subject to this Article, the statutory holidays to which each Employee is entitled are:

New Year's Day	Discovery Day
Heritage Day (Rendezvous)	Labour Day
Good Friday	National Day for Truth and Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
National Indigenous Peoples Day	Christmas Day
Canada Day	Boxing Day
any other day designated as a statutory holiday by the Government of Canada, the Government of Yukon or the City Council.	

15.02 (a) In lieu of the statutory holidays set out in section 15.01, each Employee who is a Fire-fighter or Dispatcher shall receive an additional shifts' pay at the time and one-half rate for each of the holidays to which they are entitled under section 15.01.

(b) Despite paragraph 15.02(a) and subject to section 15.04, an Employee who is a Fire-fighter or Dispatcher may take a maximum of one shift for each of the holidays to which they are entitled under section 15.01, as time-off at the time and one-half rate in lieu of payment for the statutory holidays.

15.03 The Employer shall pay each Fire-fighter and Dispatcher, at the time-and-one-half rate, for all the statutory holidays that have occurred but not yet been applied for, annually on the second pay in January for statutory holidays that occur between January 1<sup>st</sup> and December 31<sup>st</sup> of the prior year and at the prior year's rate of pay.

15.04 Time-off in lieu of payment for statutory holidays under paragraph 15.02(b) shall be taken by Fire-fighters and Dispatchers at such time as approved in advance by the Fire Chief.

15.05 A Casual who is scheduled to work on the day on which a statutory holiday falls, shall be entitled to regular pay for the hours worked and additional pay in accordance with the provisions of the *Employment Standards Act*.

15.06 Subject to section 15.11, a Fire Prevention Officer and a Chief Training Officer are entitled to the statutory holidays referred to in section 15.01 with pay.

15.07 For the statutory holidays referred to in section 15.01, a Fire Prevention Officer and a Chief Training Officer shall be paid not less than the equivalent salary they would have earned at their classified rate of pay for their standard hours of work.

Fire-fighters' Collective Agreement

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- 15.08 A Fire Prevention Officer and a Chief Training Officer shall receive holiday pay referred to in section 15.07 even if the holiday falls on a Saturday, Sunday or on the Employee's day of rest.
- 15.09 When a statutory holiday falls on a day of rest for a Fire Prevention Officer or Chief Training Officer, the next working day shall be observed as a holiday.
- 15.10 Statutory holiday pay provisions in sections 15.06 to 15.09 apply if a Fire Prevention Officer or a Chief Training Officer, who has been employed for a period of at least six months, is off work due to any circumstances for which they are eligible to receive compensation under workers' compensation legislation, as long as they have earned wages from the Employer during the 60 calendar days immediately preceding the holiday.
- 15.11 A Fire Prevention Officer and a Chief Training Officer shall be entitled to statutory holiday pay as set out in sections 15.06 to 15.09, if they work the last scheduled workday before the holiday or the first scheduled workday after the holiday, are on leave of absence with pay approved by the Employer or are on sick leave. If a Fire Prevention Officer or a Chief Training Officer is on short term disability insurance, they shall not have their benefits reduced for any week in which a statutory holiday occurs.

**ARTICLE 16: VACATION, LONG SERVICE AND UNSPECIFIED LEAVE**

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**Vacation Leave**

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- 16.01 (a) Employees who are Fire-fighters (other than Daytime Fire-fighters) and Dispatchers 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 paragraph 16.01(b).

Years of continuous service	Rate of Monthly Entitlement	Hours per shift	% of OT Earnings Accrual Only
First full year of service	1 shift per month worked	12 hours	6.75%
One year and less than three years	13 working shifts	13 hours	7.12%
Three years and less than 10 years	17 working shifts	17 hours	9.31%
10 years and over	21 working shifts	21 hours	11.50%

- (b) Vacation pay at the applicable percentage set out in the fourth column in the table in paragraph (a), shall be paid on all overtime worked by Employees who are Fire-fighters (other than Daytime Fire-fighters) or Dispatchers. This shall be calculated and paid out to entitled Employees by January 31 of the following year.
- 16.02 The following provisions apply to vacation leave for Employees who are Fire-fighters (other than Daytime Fire-fighters).
  - (a) Vacation leave shall be allocated on a rotational basis among the Employees of each platoon.

Fire-fighters' Collective Agreement

- (b) In order to be considered in the rotating system, an Employee must apply on or before January 15<sup>th</sup> each year, for their "first choice" for vacation leave for the year from January 15<sup>th</sup> of that year to January 14<sup>th</sup> of the following year.
- (c) The maximum allotment of vacation days with respect to each Employee's first choice for vacation leave shall be determined by their annual vacation leave allotment for that year plus their two unspecified leave days granted under section 16.15 (e.g. an Employee of less than 3 years: 13 shifts plus 2 unspecified leave days).
- (d) Exceptions to this section may be made by the Fire Chief or the Platoon Chief when an Employee's first choice is taken.

16.03 Section 16.02 does not prevent a Fire-fighter from applying for vacation leave for any other time during the year, except that no more than one Fire-fighter on the same platoon shall be permitted to take vacation leave at the same time unless approved by the Fire Chief.

16.04 A Fire Prevention Officer, a Chief Training Officer and a Daytime Fire-fighter who receives pay for at least 10 days in each calendar month shall be entitled to vacation leave accrued in accordance with the following schedule:

<b>YEARS OF CONTINUOUS SERVICE</b>	<b>MONTHLY ACCRUAL RATES</b>
	40 HOUR STANDARD WORK WEEK
Up to 1 and less than 5	13.33 hours
5 and less than 10	16.66 hours
10 and over	20.00 hours

16.05 A Fire Prevention Officer, a Chief Training Officer and a Daytime Fire-fighter whose continuous service date falls prior to the 16<sup>th</sup> day of the month shall receive the next higher vacation leave accrual rate during that month.

16.06 A Fire Prevention Officer, a Chief Training Officer and a Daytime Fire-fighter whose continuous service date falls on or after the 16<sup>th</sup> of the month shall receive the next higher annual vacation leave accrual rate in the following month.

16.07 (a) In January of each year the Employer shall pay each Employee for all unused accumulated vacation leave credits in excess of the number of days that were accumulated during the period from January 1 to December 31 of the immediately preceding two-year period.

(b) The accumulated unused vacation leave for the two-year period referred to in paragraph (a) cannot be taken in one block unless the Employer is satisfied that unique circumstances exist and operational requirements permit the Employee to take the leave all at once.

16.08 A Probationary Employee shall commence accruing vacation leave following the completion of eight working shifts but shall not be entitled to take vacation leave until successful completion of the probationary period.

16.09 The vacation leave entitlement for all Employees for the year shall be granted in advance on January 1.

- 16.10 In all cases of termination of services of any Employee for any reason including layoff, recovery will be made for any overpayment of vacation leave.
- 16.11 (a) An Employee on leave due to occupational injury or illness prior to their vacation leave shall be entitled to reschedule their vacation leave to another time under the general system pertaining to vacations.
- (b) An Employee who becomes ill or is injured during their vacation may be reimbursed for, or reschedule, their vacation days, if they can provide verification of being incapacitated by the injury or illness by the end of the 4<sup>th</sup> consecutive day of scheduled vacation subsequent to the injury or beginning of the illness.
- 16.12 The Employer shall make every reasonable effort to ensure that approved vacation leave is not unnecessarily cancelled or rescheduled as a result of staff shortages.
- 16.13 A Casual who leaves the employ of the Employer shall be entitled to vacation pay as provided for in the *Employment Standards Act*.

#### Long Service Leave

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- 16.14 (a) In the 21<sup>st</sup> year of continuous service and every five years after that,
- (i) Employees who are Fire-fighters (other than Daytime Fire-fighters), and Dispatchers shall be entitled to 14 shifts of vacation leave in addition to their vacation leave entitlement under paragraph 16.01(a); and
- (ii) a Fire Prevention Officer and a Chief Training Officer shall be entitled to 20 shifts of vacation leave in addition to their vacation leave entitlement under section 16.04.
- (b) Vacation entitlements under this section shall be considered separately from those outlined in sections 16.01 and 16.04 and section 16.02 does not apply to the allocation of vacation entitlements under this section.
- (c) The vacation entitlements under this section which remain unused at the end of the applicable five year period shall not be paid out by the Employer and shall not be carried over into the next five-year period, except that in the case of retirement situations only, any vacation entitlement under this section that remains unused at the time of retirement shall be paid out.

#### Unspecified Leave

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- 16.15 (a) Upon completion of six months' continuous service, an Employee shall be granted in each calendar year unspecified leave days, to be used when needed as operational requirements permit, as follows:
- (i) Fire-fighters and Dispatchers – 2 working shifts; and
- (ii) Fire Prevention Officers, Chief Training Officers – 3 working shifts.
- (b) Unspecified leave days shall not be carried over into the next calendar year. Unspecified leave days that are unused at the end of the calendar year shall be paid out to the Employee.
- (c) Upon termination, an Employee shall be entitled to a payment of any unused hours for unspecified leave on a pro-rata basis proportional to the number of completed months of service since the granting of the unspecified leave hours.

## **ARTICLE 17: YUKON BONUS**

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- 17.01 (a) All full time Employees who have completed two years of continuous service shall be entitled to receive a Yukon Bonus travel benefit in the amount of \$2900.00 and shall be entitled to receive a Yukon Bonus each subsequent year of continuous service after that.
- (b) Unless the Employee provides written direction otherwise to the Employer, the Yukon bonus travel benefit under this section shall be paid out as a taxed benefit. The benefit shall be automatically paid out in the pay period immediately following the Employee's entitlement date.
- (c) An Employee who has completed two or more years of continuous service and who is laid off, terminated for health reasons or retires, shall be entitled to a Yukon Bonus payment on a pro rata basis proportional to the number of completed months of service since their last Yukon Bonus entitlement date.
- (d) An Employee who has completed at least five years of continuous service and who voluntarily terminates shall be entitled to a Yukon Bonus payment on a pro rata basis proportional to the number of continuous completed months of service since their last Yukon Bonus entitlement date.

## **ARTICLE 18: ILLNESS**

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- 18.01 Upon completion of 90 calendar days of continuous service, a full-time Employee shall be granted sick leave when the Employee must be absent from work by reason of a bona fide non-occupational illness or accident, or by reason of illness of a member of the Employee's immediate family. The granting of the leave shall be subject to the conditions set out in sections 18.02 to 18.04.

### **Non-occupational Illness or Accident**

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- 18.02 (a) An Employee who is unable to report for their scheduled shift shall notify the Fire Chief or Platoon Chief prior to the starting time of their working day or as soon after the beginning of the working day as possible in order to qualify for paid sick leave.
- (b) An Employee shall be entitled to time off with pay for periods of absence of seven working shifts per calendar year under this section. Absences of more than three consecutive working shifts shall be accompanied by a certificate from a qualified medical practitioner.
- (c) If it becomes apparent at any time that a pattern of absence is developing or that the Employee is unable to perform the duties of their position, the Employer may require that an Employee undergo an independent medical examination or that further medical evidence acceptable to the Employer be provided to substantiate any period of absence claimed to be illness.
- (d) Employees who are required to undergo an examination under paragraph (c) shall continue to be paid further sick leave under this section, only if the qualified medical practitioner who conducted the independent medical examination has indicated that the Employee has a chronic medical condition that necessitates frequent absences. If no chronic medical condition is indicated by the qualified medical practitioner, further payment of sick leave under this section shall cease for the remainder of the calendar year.

### **Illness in the Immediate Family**

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- 18.03 (a) In addition to the leave under section 18.02, leave shall be granted to a maximum of two working shifts per calendar year at any one time when an Employee's presence in their

home is required to care for or to make arrangements for the care of a family member who is ill, in the following circumstances:

- (i) there is no one else at the Employee's home who can provide for the needs of the family member who is ill;
  - (ii) in the case of illness of an adult family member, the illness is of a nature which necessitates the Employee's attendance upon that person; or
  - (iii) there is no other family member who can escort the family member requiring medical attention to a qualified medical practitioner and the family member is physically unable to attend at the qualified medical practitioner by themselves.
- (b) For the purposes of this section, " family member" means an Employee's spouse, child, or parent if the spouse, child or parent is a permanent resident of the Employee's household. For the purposes of this section, the term "spouse" includes a common law spouse if the common law relationship has existed for the 12-month period immediately preceding the application for leave and the Employee's personal file confirms the date of commencement of the relationship.
- (c) The Employer may request a report from a qualified medical practitioner if any doubt exists as to the legitimacy of an application for the leave.

Reduction in Leave Payments

18.04 If, in a calendar year an Employee has been granted the maximum leave specified in paragraph 18.02(b), further leave payments shall be reduced to 50% of the Employee's regular pay for each hour of leave taken for the remainder of the calendar year.

Weekly Wage Indemnity

- 18.05 (a) The City's benefits carrier shall determine whether the Weekly Wage Indemnity Policy entitlement conditions are met. Any questions as to whether an Employee has met the Weekly Wage Indemnity Policy entitlement conditions shall be a matter between the Employee and the carrier and cannot be a grievance arbitrable under this Collective Agreement. These matters must be pursued under the terms of the Weekly Wage Indemnity Policy.
- (b) If the carrier has approved the wage indemnity claim, an Employee who is absent due to a bona fide non-occupational illness or accident for more than three consecutive work shifts shall be entitled to time off with pay for a maximum of 17 weeks from the first shift of illness in accordance with the following schedule:

<b>Years of Continuous Service</b>	<b>Maximum Benefit</b>
Less than 90 days	No provision
90 days to one year less one day	Four weeks at full pay, 10 weeks at two-thirds pay
One year to two years less one day	Seven weeks at full pay, 10 weeks at two-thirds pay
Two years to three years less one day	10 weeks at full pay, seven weeks at two-thirds pay
Three years to four years less one day	13 weeks at full pay, four weeks at two-thirds pay
Four years or more	17 weeks at full pay

- (c) If an Employee becomes ill in accordance with the Weekly Wage Indemnity Policy provisions during their regular days off and they worked their last regular shift prior to their days off, the claim shall be considered to begin on the fourth day of illness provided the fourth day of illness is a regular scheduled shift. A qualified medical practitioner must certify the Employee as totally disabled for a minimum of four days/shifts, including the regular days off they were ill, as well as those they normally would have worked. If these conditions are met, the Employee shall be entitled to time off with pay in accordance with the schedule outlined in paragraph (b) for the days they regularly would have worked.
  - (d) The cost of the Weekly Wage Indemnity Policy shall be borne by the Employer.
- 18.06 Successive periods of disability separated by less than 30 calendar days of continuous full-time service shall be considered one period of disability unless the subsequent disability is due to a sickness or injury entirely unrelated to the cause of the previous disability and commences after the Employee's return to full time employment.

#### Long Term Disability

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- 18.07 (a) Employees who are continuously disabled due to a non-occupational illness or accident for a period in excess of 17 weeks may be eligible to receive long term disability payments. The City's benefits carrier 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 is not a grievance arbitrable under this Collective Agreement. These matters must be pursued under the terms of the Long Term Disability Plan.
- (b) An Employee may be terminated from the City if the total length of disability, including short term and casual sick leave, exceed 24 months. However, each case shall be assessed on an individual basis and Employees may be terminated earlier or later, depending on the circumstances.
- (c) Long term disability payments shall be based on an amount equal to 60% of the Employee's earnings based upon their regular earnings to a maximum benefit of \$4000.00 per month.
- (d) Long term disability payments shall continue until the Employee is able to return to full time employment in their original position, is able to return to full time employment in another position if one is available, retires, or ceases to meet the entitlement conditions of the City's benefits carrier, 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 in a lesser paying position is required.
- (e) The Employee pays 100% of the monthly long term disability premium. In turn, the City reimburses the Employee this amount divided into monthly "LTD Top-up" payments.

#### Attendance Bonus

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- 18.08 (a) An Employee who is not absent from work for the reasons described in this Article or in section 19.05 is entitled to an attendance bonus payment equivalent to pay for one-third of a shift for each calendar month during which no leave under this Article or section 19.05 occurred.
- (b) An Employee who is absent due to the reasons described in this Article or section 19.05 for more than one shift with the absence continuing into the following month, shall not lose their attendance bonus for the second month provided the absence does not exceed a total of four shifts.
- (c) Attendance bonus entitlements shall be accumulated to December 31st of each year and paid to entitled Employees by January 31st of the following year.



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**ARTICLE 19: LEAVES OF ABSENCE**

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**Bereavement Leave**

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- 19.01 (a) Bereavement leave without pay shall be authorized for an Employee in accordance with Part 9, section 60 of the *Employment Standards Act*.
- (b) Employees shall only be paid for bereavement leave as follows:
- (i) for a period not exceeding six working shifts if there is a death in the Employee's Immediate Family, as that term is defined in paragraph (c); and
  - (ii) for a period not exceeding one working shift in the event of the death of the Employee's sibling-in-law. Additional leave taken in accordance with paragraph 19.01(a) shall be taken as leave without pay.
- (c) "Immediate Family" for the purpose of subparagraph 19.01(b)(i) is defined as an Employee's spouse, child, stepchild, ward, parent, stepparent, foster parent, sibling, child-in-law, parent-in-law, grandchild, grandparent, grandparent-in-law and any relative permanently residing in the Employee's household or with whom the Employee permanently resides. The term "spouse" in the definition of "Immediate Family" includes a common law partner if the relationship has existed for the 12-month period immediately preceding the application for leave and the Employee's personal file confirms the date of commencement of the relationship.

**Marriage Leave**

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- 19.02 After the completion of one year of continuous service, an Employee who provides the Employer with at least five days' notice, shall be granted leave with pay to a maximum of four shifts for the purpose of getting married. The leave shall be taken
- (a) at the time of the marriage; or
  - (b) at the time of the honeymoon if the leave is approved and arranged prior to the marriage and is taken within the calendar year in which the marriage occurs.
- 19.03 An Employee who gives at least five days' notice to the Employer shall be granted leave to a maximum of one shift for the purpose of attending the ceremony of the marriage of their child or current stepchild.

**Birth/Adoption Leave**

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- 19.04 Subject to sections 19.08 and 19.09, leave with pay to a maximum of two shifts shall be granted to an Employee on the occasion of the adoption or birth of their child. These days can be taken either at the time of the birth or adoption or at the time the child comes home.

**Injury On Duty Leave**

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- 19.05 Employees who are injured while on duty and have their claims approved by the Workers' Safety and Compensation Board shall receive full salary during their absence for a period not exceeding 12 months, but monies received from the Workers' Safety and Compensation Board shall be remitted to the Employer during that period.

**Leave Without Pay**

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- 19.06 (a) Leave without pay may be granted to an Employee under special circumstances if, in the opinion of the Fire Chief, the operational efficiency of the Department will not be adversely affected.
- (b) All applications for leave without pay in excess of 10 working shifts shall be subject to the approval of the City Manager in advance of the leave being taken. All other applications for

leave without pay shall be subject to the approval of the Fire Chief in advance of the leave being taken.

- (c) An Employee who has been granted leave without pay which results in the Employee receiving less than an equivalent of two standard work weeks of pay in any calendar month shall be required to prepay the full cost of medical and group insurance premiums in order to maintain benefit coverage for the period of leave.
- (d) An Employee who has for any reason been granted leave without pay in excess of 15 calendar days shall have their increment date and continuous service date advanced to compensate for the amount of leave taken.

#### Court Leave

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- 19.07 (a) An Employee subpoenaed as a witness, or attending court proceedings on behalf of the Employer, shall be granted leave with pay for the time spent in court provided the time so spent is during a regular scheduled shift. Any other pay received in connection with these activities shall be remitted to the Employer.
- (b) If an Employee is required to attend court proceedings on their off-duty time on behalf of the Employer, they shall be compensated in accordance with section 10.08 (Call Out). Meals and other such expenses are the responsibility of the Employee.

#### Maternity Leave

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- 19.08 (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, setting out that
  - (i) they will return to work after the expiry of their maternity leave, unless this date is modified with the Employer's consent;
  - (ii) they will work for a period of at least six months after their return to work; and
  - (iii) if the Employee fails to return to work as per the provisions of subparagraphs (i) and (ii) for reasons other than death, lay-off or disability, the Employee agrees that they are indebted to the Employer for the full amount received as maternity leave allowance.
- (c) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Employment Insurance Benefit Plan shall consist of the following.
  - (i) If the Employee is subject to a waiting period of one week before receiving employment insurance maternity benefits, an allowance of 93% of their weekly rate of pay for each week of the waiting period, less any other monies earned during this period.

- (ii) For up to a maximum of 15 weeks, payments equivalent to the difference between the employment insurance maternity benefits that the Employee received at the actual time of maternity leave and 93% of their weekly rate of pay, less any other monies earned during this period.
  - (iii) The duration of the allowance shall be reduced by any time spent on short-term disability.
  - (iv) If an Employee has received the full 15 weeks of maternity benefit under Employment Insurance and remains on maternity leave after that without pay, they are eligible to receive 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 for the Employee's classification; and
  - (iii) if an Employee becomes eligible for a pay increase or an economic adjustment during the Supplementary Employment Insurance Benefit Plan period set out in paragraph (c), the Employee's weekly rate of pay in subparagraphs (i) and (ii) shall be adjusted accordingly.
- (e) An Employee who is on lay-off status shall not be entitled to receive any allowance payment. Under the Supplementary Employment Insurance Benefit Plan pursuant to paragraph (c).
- (f) For the purpose of payments received under the Supplementary Employment Insurance Benefit Plan, the Plan shall provide that the Employees have no vested right to payment under the Plan except to payments during a period of unemployment specified in the Plan.
- (g) An Employee's continuous service date shall not be advanced by the amount of the maternity leave taken under this section.

#### Unpaid Parental/Adoption Leave

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- 19.09 (a) An Employee qualifying under section 38 of the *Employment Standards Act* shall be entitled to request parental leave without pay up to a maximum of 63 weeks in accordance with the provisions of the *Employment Standards Act*. There shall be no duplication or overlap with the maternity leave provisions under section 19.08.
- (b) An Employee's continuous service date shall not be advanced by the amount of the parental leave taken under paragraph 19.09(a) up to a maximum of 63 weeks.

#### ARTICLE 20: GROUP INSURANCE

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20.01 The Employer shall provide the following insurance coverage for Employees:

\$100,000.00 -- Group Life Insurance

\$100,000.00 -- Accidental Death and Dismemberment

- 20.02 The insurance premiums shall be cost shared on the basis of 10% paid by the Employee and 90% paid by the Employer.
- 20.03 Coverage outlined in this Article shall commence for Employees on the date of hire.

#### **ARTICLE 21: MEDICAL AND DENTAL BENEFITS**

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- 21.01. (a) If the insurance policy requirements are met, the Employer shall provide and maintain the following medical and dental plan benefits for Employees:
- (i) Extended Health Care;
  - (ii) Dental Plan (Basic Services - 100%; Restorative - 50%); and
  - (iii) Orthodontics.
- (b) The premiums for the benefits under paragraph (a) shall be cost shared with 25% paid by the Employee and 75% paid by the Employer.
- (c) If the Yukon Health Care Premiums are reinstated, the premiums shall be the responsibility of the Employee, and the equivalent of long-term disability payments shall continue to be built into the Employee's salary.
- (d) The Employer shall advise the Association before the date that a change in policy carrier becomes effective.
- 21.02 Coverage outlined in paragraphs 21.01(a) and (b) shall commence for new Employees on the first of the month following the completion of 60 days of continuous service.

#### **ARTICLE 22: REGISTERED RETIREMENT SAVINGS PLAN**

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- 22.01 On the commencement date of employment, Employees shall be enrolled in the Employer's Group Registered Retirement Savings Plan.
- 22.02 Subject to the specific provisions of federal legislation, the Employer shall deduct 12.51% of the Employee's gross pay for each biweekly pay and deposit the deduction with the Group Registered Retirement Savings Plan holder.
- 22.03 The Employer shall reimburse Employees for the Group Registered Retirement Savings Plan deduction of 12.51%, bi-weekly. The reimbursement shall not be considered as part of the Employee's annual base salary for purposes of computing the value of any other benefit provided for under this Agreement.
- 22.04 All monies deposited in the Group Registered Retirement Savings Plan on behalf of the Employee shall be immediately vested with the Employee.
- 22.05 Employees can transfer monies out from the Group Registered Retirement Savings Plan once per calendar year if the transfer is in compliance with Canada Revenue Agency rules and restrictions.
- 22.06 All monies formerly locked-in/vested under the Group Pension Plan shall remain locked-in/vested until retirement.

#### **ARTICLE 23: EMPLOYMENT BEYOND AGE 60**

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- 23.01 The City Manager shall, upon the recommendation of the Fire Chief, allow an Employee to remain in the Fire Department Suppression Branch beyond their 60<sup>th</sup> birthday if the 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 qualified medical practitioner of the Employer's choice shall be required before an extension of service is considered. The cost of such medical examination shall be borne by the Employer.
- (c) No extension shall 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 Suppression Branch beyond their 65<sup>th</sup> birthday.

## **ARTICLE 24: GENERAL PROVISIONS**

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### **Refreshments and Relief at Fires**

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

### **Prevailing Rights**

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

## **ARTICLE 25: MEDICAL EXAMINATIONS AND EMPLOYEE WELLNESS**

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### **Medical Examinations**

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- 25.01 The Parties recognize the essential need for Fire-fighters to maintain a high degree of physical health, fitness, strength, agility, and dexterity. In order to ensure that acceptable standards are maintained, Employer-paid medical examinations of all permanent Fire-fighters shall be required on an annual basis.

### **Fitness Activities**

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- 25.02 The Employer recognizes the physical nature of firefighting and shall provide for fitness activity time and access to equipment during the regular shift schedule of all Employees, as long as this does not, in the judgment of the Fire Chief, impair emergency operations in any way. All Employees shall be provided a 50% discount on adult or family passes for access to the Canada Games Centre.

### **Employee Wellness Program**

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- 25.03 The Parties shall establish a permanent committee with representation from both the Employer and the Association to manage the Employee Wellness Program collaboratively, based on the following principles.
  - (a) The committee shall be responsible for developing, implementing and managing a program designed to increase Employee awareness of wellness and improve and maintain the overall fitness of the unionized workforce.
  - (b) The Employer shall include the committee's recommended purchase of equipment in the capital budget of any new construction or renovation of a fire station.

- (b) If the Parties agree to purchase additional exercise equipment, the Employer and the Association shall share equally the cost of a capital program for the purpose of purchasing the additional exercise equipment based on the committee's recommendations as long as both Parties are able to fund the program.
- (c) The Employer shall be responsible for all costs associated with the maintenance and replacement of exercise equipment identified in and associated with the committee's recommendations.

25.04 Recognizing that not all current fire stations have room for exercise equipment, if the Employer undertakes major renovations on a fire station or the construction of a new fire station, the Employer shall provide for the inclusion of exercise space and facilities. The Employer shall consult the Association and provide an opportunity for the wellness committee to make recommendations to the Employer regarding the renovation or construction. The Employer shall give reasonable and due consideration to their input.

## **ARTICLE 26: LEGAL REPRESENTATION**

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26.01 The Employer shall defend all administrative proceedings, claims, suits or actions made or filed against an Employee or a Casual, and undertakes to indemnify an Employee or Casual from all reasonable expenses, liability, loss or damage an Employee or Casual may suffer as a result of the administrative proceedings, claims, suits, or actions made or filed against the Employee or Casual, arising out of or in the course of the Employee's or Casual's normal duties or assignments, except where the action of the Employee or Casual constitutes gross disregard or gross neglect of their duty. An Employee or Casual shall notify the Employer immediately of any administrative proceedings, claims, suits or actions made or filed against the Employee or Casual arising out of or in the course of the Employee's or Casual's normal duties or assignments. For the purpose of this Article, an "administrative proceeding", "claim", "suit" or "action" does not include a grievance or internal disciplinary proceeding.

## **ARTICLE 27: TECHNOLOGICAL/ORGANIZATIONAL CHANGE**

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- 27.01 If the Employer proposes to effect a technological change that is likely to affect the terms and conditions or security of employment of a significant number of Employees, the Employer shall institute such change in accordance with section 52 of the *Canada Labour Code*, Part I.
- 27.02 If the Employer intends to effect a change in the organizational structure of the Fire Department which would significantly impact the terms and conditions or security of employment of Employees, the Employer shall notify the Association in advance of the change and shall provide the opportunity for the Association to express its views on the proposed change.

## **ARTICLE 28: DISCIPLINE**

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- 28.01 If an Employee is disciplined causing a reprimand to be documented and placed on the Employee's file in the Department of Human Resources, the document shall be retained on the file for a maximum of 18 worked months following the date of the reprimand in accordance with this Article. Months in respect of which an Employee is absent in excess of 8 scheduled shifts, excluding vacation leave, shall not count as a worked month.
- 28.02 If no further disciplinary action is taken during the 18-month time period referred to in section 28.01 following the documentation of a reprimand in the Employee's file, the document shall, at the expiry of the 18-month period, be removed from the file and forwarded to the Employee for destruction.
- 28.03 If any further disciplinary action is taken during the 18-month time period referred to in section 28.01

following the documentation of a reprimand in the Employee's file, all documented reprimands shall be retained on the Employee's file until the expiration of the time period applicable to the most recent documented reprimand.

- 28.04 The Employer shall provide the Shop Steward and the Association office with a copy of any written record of disciplinary action (including reprimands), which is to be recorded in an Employee's file.
- 28.05 Employees have the right to Association representation if formal discipline is being imposed.
- 28.06 Discipline and discharge shall only be for just cause.

## **ARTICLE 29: UNIFORMS AND EQUIPMENT**

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### Uniform Purchase, Cleaning and Kit

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- 29.01 Uniform purchase shall be in accordance with Schedule B.
- 29.02 Dry cleaning of dress uniforms shall be provided by the City. Employees are entitled to a reasonable amount of dry cleaning each year.
- 29.03 All Employees are expected to maintain their uniforms in good condition. With reasonable notice, an Employee may be requested by the Employer to produce, for inspection, all items in the "Uniform Kit", which shall consist of all items listed in Schedule B. Items not in an acceptable condition shall be ordered by the Employer for the Employee out of the Employee's available points under Schedule B including from the following year(s) if necessary.

### Fire-fighter Personal Protective Equipment

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- 29.04 All Fire-fighters shall be issued one set of personal protective equipment, as required by *Workplace Health and Safety Regulations* under the *Workers' Safety and Compensation Act* and Fire Department policy, which will be renewed or replaced as required. Protective clothing shall conform to the provisions of the *Workplace Health and Safety Regulations* at all times.
- 29.05 The personal protective equipment referred to in section 29.04 shall include turnouts complete with coat, pants, helmet, balaclava, and hand and wrist protective gloves, in accordance with National Fire Protection Association standards, where such standards exist.

## **ARTICLE 30: SAFETY PROVISIONS**

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- 30.01 (a) The Parties shall at all times comply with relevant health and safety legislation. Any refusal on the part of an Employee to work in contravention of such legislation shall not be considered a breach of this Agreement.
  - (b) National Fire Protection Association 1500 shall be used as a guiding document to develop future workplace policies and procedures.
- 30.02 The Parties recognize that the responsibility for the safety and well-being of Employees is shared jointly by the Employer and Employees. All Employees shall comply with the relevant City rules, policies and procedures.
- 30.03 A City of Whitehorse Safety Committee shall be established and maintained, and the Committee shall include one Employee representative from the Fire Department chosen by the Association.
- 30.04 The Joint Consultation Committee shall set up a process to review fire health and safety matters, local incidents for safety concerns, and reports of other significant incidents to ensure that the Department is operating in a safe manner during any incident. After a review of a local incident or other report, the Committee may make recommendations to the Employer to improve the Department's safety policies.

- 30.05 The City of Whitehorse Safety Committee has the authority to promote, investigate and make recommendations on any matter of safety in the operations of the Employer. If the Committee determines any practice, structure, or equipment in the operations of the Employer is unsafe, the Committee shall make a recommendation for correction. The Employer shall ensure that all Committee recommendations are investigated, and corrective actions are taken and where possible, that hazards are eliminated.
- 30.06 The Employer shall supply first aid kits which must be kept in places easily accessible to all Employees. The Safety Committee shall ensure that the kits are properly cared for and maintained.

### **ARTICLE 31: SENIORITY/LAYOFF/RECALL**

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#### **Seniority**

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- 31.01 The Employer shall post in a conspicuous place in all fire stations a current list of all Employees indicating their seniority as of January 1 of the current year. Seniority shall be calculated based on length of service from the date of hire to a position as set out in section 31.02. The seniority list shall be revised periodically by the Employer as changes occur. Age shall determine seniority for Employees hired on the same date, with the older being more senior.
- 31.02 Length of service of an Employee for seniority purposes shall be calculated from the Employee's date of hire in the Fire Department except that seniority shall not apply during the probationary period. When the probationary period is successfully completed, seniority shall be determined from the original date of hire of the Employee into the Fire Department.
- 31.03 (a) An Employee shall retain and accrue their seniority when a leave of absence has been granted by the Employer for a period of up to 90 calendar days.
- (b) The leave may be extended for an additional period of 30 days when approved by both the Employer and the Association in writing, and seniority will accrue during such extension.
- (c) If an Employee has been granted leave of absence on His Majesty's Service, their seniority shall be continued from the date of re-entering the Employer's service.

#### **Layoff/Recall**

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- 31.04 If an Employee is to be laid off, the Employer shall provide advance notice in writing to the Employee of the effective date of the layoff. The notice shall be provided at least 48 regularly scheduled shifts in advance of the effective date of the layoff. In lieu of such notice the Employer shall pay to the Employee salary and benefits equivalent to 48 regular shifts.
- 31.05 If there is a reduction in the work force, layoffs shall be done in reverse order of seniority.
- 31.06 Subject to section 31.09, if layoffs occur, and a senior Employee is capable of performing another job within the bargaining unit, they may exercise their-seniority rights and take the job.
- 31.07 A laid off Employee shall retain their seniority and right to recall for 24 months after the date of layoff.
- 31.08 If there is a recall or increase in the work force and subject to section 31.09, positions shall be filled in reverse order of the layoff as long as the Employee's ability and qualifications are sufficient and, if the Employee has moved away from Whitehorse, the Employee is willing to relocate at their own expense.
- 31.09 The exercise of seniority rights on layoff or recall shall not be used to achieve promotion for an Employee or what would otherwise be deemed a promotion under this Agreement, nor shall it be used to circumvent other provisions of this Agreement.



- 31.10 Despite section 31.09, an Employee may be recalled in a higher classification if the Employee is capable of doing the job and the Employee
- (a) is not being recalled to a permanent position; or
  - (b) if they are being recalled to a permanent position, it is because no successful candidate was located by means of job posting.
- 31.11 A laid off Employee who is recalled to work within their right to recall period shall retain the vacation leave accrual rate that they were entitled to on their date of layoff, but they shall not accrue any type of leave for the period they are laid off.
- 31.12 An Employee shall be deemed to have resigned if, after layoff, they
- (a) fail to acknowledge their availability to report to work within 10 calendar days after notice of recall has been issued by the Employer through registered mail to the last address on record with the Human Resources Department; or
  - (b) fail to report to work within 15 calendar days after notice of recall has been issued.
- 31.13 The time period for reporting to work, after being recalled, may be extended for a maximum of 30 days at the discretion of the Fire Chief when circumstances prevent the Employee from reporting for work at the required time.

#### **ARTICLE 32: SEVERANCE PAY**

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- 32.01 An Employee who is terminated for just cause shall not be paid severance pay.
- 32.02 No severance shall be paid to an Employee who is rejected on probation or who is laid off if they have less than one year of continuous service.
- 32.03 An Employees with a minimum of one year of continuous service shall receive severance pay as follows on termination
- (a) if the Employee has less than five years of continuous service, three shifts' pay for each full year of continuous service; or
  - (b) if the Employee has five or more years of continuous service, three shifts' pay for each of the first five years of continuous service and five shifts' pay for each additional completed year of service, to a maximum of 90 shifts,
- less any period in respect of which severance pay was previously granted.
- 32.04 An Employee who has five or more years, but less than 20 years, of continuous service shall, upon resignation, receive one-half of the severance pay amount provided in paragraph 32.03(b), to a maximum of 45 shifts, less any period in respect of which the Employee was previously granted severance for a layoff.
- 32.05 An Employee who has 20 years or more of continuous service shall, upon resignation be paid five shifts' severance pay for each completed year of continuous service to a maximum of 100 shifts less any period in respect of which severance pay was previously granted.
- 32.06 If an Employee dies while employed with the City of Whitehorse, they shall be entitled to severance pay as set out in this Article, and all severance owing shall be paid to the Employee's designated beneficiary or estate.

**ARTICLE 33: JOINT CONSULTATION COMMITTEE**

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- 33.01 A Joint Consultation Committee shall be appointed and shall consist of equal representation of the Parties and unless otherwise agreed, shall not include more than three representatives from each Party.
- 33.02 If either Party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. The meeting date shall be arranged for a date not later than 15 calendar days after the request has been given.
- 33.03 An Association representative who has been appointed to the Committee and who attends meetings of the Committee scheduled outside their regular working hours shall be paid for all hours in attendance at the regular rate of pay.

**ARTICLE 34: GRIEVANCE PROCEDURE**

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- 34.01 If any difference arises between the Parties concerning the interpretation application, operation or alleged violation of this Agreement, including any question or grievance arising from the suspension or dismissal of any Employee and any question as to whether any matter is arbitrable, there shall be no stoppage of work on account of such difference and an earnest effort shall be made to resolve the matter promptly in the manner set out in this Article.

**Step One**

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- 34.02 (a) The Association and the aggrieved Employee may take the matter up with the Fire Chief by notifying the Fire Chief of the matter, within 14 calendar days of the alleged grievance occurring or becoming apparent. The Fire Chief shall be assisted in the matter by Human Resources.
- (b) Upon receipt of notification of the matter, the Fire Chief shall convene a Step One grievance meeting within 10 calendar days of receipt of the notification.
- (c) The Employer shall advise the Association of the Step One grievance decision within 10 calendar days of the Step One grievance meeting.

**Step Two**

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- 34.03 (a) Failing resolution at Step One, the Association and the aggrieved Employee may take the grievance up, within 10 calendar days of the receipt of the Step One grievance decision, by filing a Step Two written notice of intent with Human Resources identifying the specific sections of the Collective Agreement the Association and the Employee believe have been violated.
- (b) Upon receipt of the Step Two written notice of intent by Human Resources, a Division Director shall be appointed by the Employer to hear the grievance, and the Director shall convene a Step Two grievance meeting within 10 calendar days of receipt of the notice of intent.
- (c) The Employer shall advise the Association of the Step Two grievance decision within 10 calendar days of the Step Two grievance meeting.

**Step Three**

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- 34.04 (a) Failing resolution at Step Two, the Association may take the grievance up, within 10 calendar days of receipt of the Step Two grievance decision, by filing a Step Three written

notice of intent with Human Resources identifying the specific sections of the Collective Agreement the Association believes have been violated.

- (b) Upon receipt of the Step Three written notice of intent by Human Resources, the City Manager, or designate, shall convene a Step Three grievance meeting within 10 calendar days of receipt of the notice of intent.
- (c) The Employer shall advise the Association of the Step Three decision within 10 calendar days of the Step Three grievance meeting.

#### Step Four

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34.05 Failing resolution at Step Three, the Association may take the grievance up, within 14 calendar days of receipt of the Step Three grievance decision, by filing a written notice of intent with Human Resources referring the matter to Step Four - Arbitration, under sections 34.08 to 34.10.

#### Policy Grievance

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- 34.06 (a) If a dispute arises between the Parties, including any difference concerning a question of general application or interpretation of this 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.
- (b) Policy grievances shall be initiated at Step Three of the grievance procedure as set out in paragraph (c).
  - (c) For the purposes of policy grievances, Step Three of the procedure shall be as follows.
    - (i) The Association shall take the matter up with Human Resources by notifying Human Resources in writing within 14 calendar days of the alleged grievance occurring or becoming apparent.
    - (ii) The City Manager, or designate, shall convene a Step Three grievance meeting within 10 calendar days of receipt of the notification.
    - (iii) The Employer shall notify the Association of the Step Three decision within 10 calendar days of the Step Three grievance meeting.
  - (d) For purposes of policy grievances, Step Four of the procedure shall be as follows.
    - (i) Failing resolution at Step Three, the Association may take the grievance up, within 14 calendar days of receipt of the Step Three grievance decision, by filing a written notice of intent with Human Resources referring the matter to arbitration under sections 34.08 to 34.10.
  - (e) The above policy grievance process may be used for an Employer grievance substituting the Association for the City Manager.
  - (f) The purpose of a policy grievance is to seek a declaration of the proper general application and interpretation of the Collective Agreement.

#### Compliance with Timelines

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34.07 (a) Failure of the Association to comply with the time limits specified in sections 34.02, 34.03, 34.04, 34.05 and 34.06, shall be deemed to be an abandonment of the grievance unless otherwise agreed by the Parties.

- (b) Failure of the Employer to comply with the time limits specified in sections 34.02, 34.03, 34.04 and 34.06, shall be deemed to be acceptance of the grievance unless otherwise agreed by the Parties.

### Arbitration

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34.08 If a grievance is referred to Step Four - Arbitration under section 34.05 or if a policy grievance is referred to arbitration at Step Four under paragraph 34.06(d), the matter shall be referred to either a single arbitrator or a three-person arbitration board as determined in accordance with sections 34.09 and 34.10.

### Arbitration Board

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34.09 If both Parties agree to use a three-person arbitration board or either party elects to use a three-person arbitration board, then it shall be appointed and operate as follows.

- (a) The Party desiring arbitration shall appoint a member for the board and shall notify the other Party in writing of the name and address of the person appointed and particulars of the matter in dispute.
- (b) The Party receiving the notice shall, within 10 calendar days, appoint a member for the board and notify the other Party of its appointment.
- (c) The two arbitrators shall confer to select a third person to be chairperson. If they are not able to reach agreement, within five working days of the appointment of the second arbitrator under paragraph (b), on a third person who is willing to act, either of them may apply to the Minister of Labour of Canada to appoint a third member.
- (d) The board shall hear the Parties, settle the terms of the question to be arbitrated, and make its award within 10 working days from the date of the appointment of the chairperson. The Parties may extend the time by agreement in writing.
- (e) If the board finds (or if at any earlier stage of the grievance procedure it is found) that an Employee has been unjustly suspended or discharged, that Employee shall be reinstated by the Employer without loss of pay and with all their rights, benefits and privileges which they would have had if the suspension or discharge had not taken place. If the board finds (or if at any earlier stage of the grievance procedure it is found) that an ex-employee should have been rehired, that ex-employee shall be employed by the Employer and paid all pay which they would have been entitled to and accorded all rights, privileges and benefits which they would have had if they had been hired at the proper time. If it is shown to the board that the Employee has been in receipt of salary during the period between discharge or suspension and reinstatement, or during the period between date of failure to rehire and rehiring, the amount received shall be deducted from salary payable by the Employer pursuant to this paragraph, less any expenses which the Employee has incurred in order to earn the salary.
- (f) The board shall have the authority to modify any penalty imposed by the Employer on an Employee.
- (g) A majority decision of the board shall be final and binding upon the Parties.
- (h) If the award of the board is subsequently set aside by a court of competent jurisdiction, the matter shall, at the request of either Party, be submitted to another arbitration board appointed under and with all the powers provided by this section, subject to the ruling of the court.

- (i) The expenses and remuneration of each Parties' appointee to the board shall be paid by the appointing Party, and the expenses and remuneration of the chairperson shall be paid by the Parties in equal shares.
- (j) Without restricting the specific powers of a board set out in this section, the board shall have all the general powers of an arbitration board.

#### Single Arbitrator

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- 34.10 If the Parties agree to use a single arbitrator then one shall be appointed and shall operate as follows.
- (a) The Party desiring arbitration shall notify the other Party in writing of its desire to appoint a single arbitrator. The other Party shall respond in writing within 10 calendar days as to whether a single arbitrator is acceptable, and the Parties shall endeavour to mutually agree upon an arbitrator.
  - (b) If the Parties are unable to agree to proceed with a single arbitrator, or if they are unable to agree upon a person to act as the arbitrator, an arbitration board shall be appointed in accordance with section 34.09.
  - (c) A single arbitrator agreed upon, shall have the powers and be governed by the provisions set out in paragraphs 34.09 (d) to (h).
  - (d) Each Party shall bear one-half of the expenses and remuneration of the arbitrator.
  - (e) Without restricting the specific powers of an arbitrator set out in this section, the arbitrator shall have all the general powers of an arbitrator.

#### ARTICLE 35: FUNERAL COSTS

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- 35.01 The Employer shall contribute up to two months' salary towards the costs incurred to provide a full honours Line of Duty Death service for any Employee whose death has been attributed to the work they perform and has been ruled as compensable by the Workers' Safety and Compensation Board. The service shall be in keeping with the International Association of Fire Fighters and Canadian Association of Fire Chiefs accepted protocols. A committee consisting of liaisons from the family, the Association and the Fire Chief shall coordinate and collaborate on the service, ceremony and other events associated with the ceremony.

#### ARTICLE 36: ROLE OF THE CASUAL AND PAID-ON-CALL FIRE-FIGHTERS

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- 36.01 All Casuals and Paid-On-Call Fire-fighters shall work in support of the Employees who are Fire-fighters. They shall not be scheduled to regular shifts or perform the duties of Employees who are Fire-fighters in a manner that would cause an Employee who is a Fire-fighter to be displaced or not replaced when a position is left vacant temporarily or by the departure of an Employee, unless otherwise agreed to by the Association.

#### ARTICLE 37: CONTRACTING OUT

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- 37.01 Three months prior to the contracting out of a function currently performed by Employees which results in a change in existing operational methods, the Employer shall notify the Association in writing of its intention and shall provide details of the work to be contracted out.
- 37.02 If the Association so requests, within three working days of receiving the notice under section 37.01, the Employer shall enter into discussions with the Association to review alternative suggestions from the Association. During the life of this Agreement, no Employee shall, as a direct

result of the contracting out of a service by the Employer, lose their employment with the Employer.

- 37.03 If a service is contracted out, a displaced Employee's wage shall be red-circled until such time as they are successful in obtaining a position with an equivalent pay range or higher. The Employer shall make every reasonable effort to place Employees affected by contracting out in permanent positions with an equal rate of pay to that received prior to the contracting out.
- 37.04 The Employer recognizes that it is not the function of an employee who is not in the bargaining unit to perform work which is currently being performed by an Employee, except in emergency conditions and for the training and instructing of an Employee. An Employee shall not lose income by reason of the performance of their work by an employee who is not in the bargaining unit.
- 37.05 Despite section 37.04, the Parties recognize that the nature of the work in some departments is such that it is often impossible to distinguish between the work performed by a Department Manager and the Employees. However, the Employer shall not reorganize a department in such a way that a Department Manager assumes a significant amount of work previously done by an Employee and thereby eliminate that job. This does not preclude the Employer's right to reduce the number of jobs in a department where the workload in that department is reduced.
- 37.06 Despite any other provision in this Article, no Employee shall be laid-off or have their hours of work reduced due to contracting-out.

#### **ARTICLE 38: PROFESSIONAL FEES**

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- 38.01 The Employer shall pay professional, certification and recertification, registration and other fees for any Employee who is required by the Employer to maintain a professional affiliation, license or certification, other than Association dues or dues to affiliated Association organizations.

#### **ARTICLE 39: SAVINGS CLAUSE**

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- 39.01 If any Article or section of this Agreement, or the application of an Article or section, is rendered or declared invalid by any court of competent jurisdiction or by reason of any existing or subsequently enacted governing legislation, the remaining Articles or sections of this Agreement remain in full force and effect.

#### **ARTICLE 40: CONTRACT NEGOTIATIONS**

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- 40.01 If during collective agreement negotiations the Parties are unable to reach agreement, both Parties shall agree to submit to binding arbitration without the right to strike or lockout. The Arbitrator's report shall be final and binding on both Parties and each Party shall bear the expense of the member of the arbitration board appointed by them and pay one-half of the expense of the chairperson. The provisions of the *Canada Labour Code* (Part I) shall govern the procedures of the Arbitration Board.

#### **ARTICLE 41: DURATION**

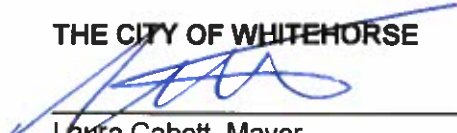
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- 41.01 This Agreement is deemed to have come into full force and effect on **January 1, 2022** and continues in full force and effect until **December 31, 2024**, and after that, from year to year unless either the Employer or the Association gives written notice to the other as provided by the *Canada Labour Code* (Part I) that it desires that this Agreement be revised, modified, or amended.

**SIGNATURES**

This Agreement signed at the City of Whitehorse, Yukon, this 13 day of November 2024.

**THE CITY OF WHITEHORSE**

  
\_\_\_\_\_  
Laura Cabott, Mayor

  
\_\_\_\_\_  
Corporate Services

**NEGOTIATED BY:**

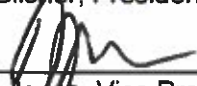
ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE INTERNATIONAL  
ASSOCIATION OF FIRE-FIGHTERS,  
LOCAL 2217

  
\_\_\_\_\_  
Lindsay Schneider, Director People & Culture

  
\_\_\_\_\_  
Barry Blisler, President

  
\_\_\_\_\_  
Valene Braga, Director Corporate Services

  
\_\_\_\_\_  
Dayne Jones, Vice President

  
\_\_\_\_\_  
Krista Mroz, Director Community Services

  
\_\_\_\_\_  
Jorgen Ponsioen, Secretary

  
\_\_\_\_\_  
Travis Whiting, Fire Chief

  
\_\_\_\_\_  
Jordan Borgford, Bargaining Committee Member

  
\_\_\_\_\_  
Jason Wolsky, Deputy Fire Chief

**SUMMARY OF MONETARY INCREASES**

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Duration: January 1, 2022 to December 31, 2024

Wage Increases

January 1, 2022	3.75%
January 1, 2023	3.75%
January 1, 2024	3.75%



**SCHEDULE A - SALARY SCHEDULES\*****January 1 - December 31, 2022 (3.75%)**

<b>Classification/Rank</b>	<b>Percentage compared to 1st Class Rate @100%</b>	<b>Annual Rate</b>	<b>Biweekly Rate</b>	<b>Hourly Rate</b>
Rookie Firefighter, 1 - 6 months	70%	\$78,444.96	\$3,006.94	\$35.80
4th Class Firefighter, 7 - 12 months	75%	\$84,048.17	\$3,221.72	\$38.35
3rd Class Firefighter, 2 <sup>nd</sup> year	80%	\$89,651.38	\$3,436.50	\$40.91
2nd Class Firefighter, 3 <sup>rd</sup> year	90%	\$100,857.80	\$3,866.06	\$46.02
<b>1st Class Firefighter, 4 - 5 years</b>	<b>100%</b>	<b>\$112,064.23</b>	<b>\$4,295.62</b>	<b>\$51.14</b>
1st Class Firefighter, 6 - 10 years	102%	\$114,305.51	\$4,381.54	\$52.16
1st Class Firefighter, 11 - 15 years	103%	\$115,426.15	\$4,424.49	\$52.67
1st Class Firefighter, 16+ years	104%	\$116,546.79	\$4,467.45	\$53.18
Rookie Dispatcher, 1 - 6 months	65%	\$72,841.75	\$2,792.16	\$33.24
4th Class Dispatcher, 7 - 12 months	70%	\$78,444.96	\$3,006.94	\$35.80
3rd Class Dispatcher, 2 <sup>nd</sup> year	75%	\$84,048.17	\$3,221.72	\$38.35
2nd Class Dispatcher, 3 <sup>rd</sup> year	80%	\$89,651.38	\$3,436.50	\$40.91
1st Class Dispatcher, 4 - 5 years	95%	\$106,461.01	\$4,080.84	\$48.58
1st Class Dispatcher, 6 - 10 years	97%	\$108,702.30	\$4,166.75	\$49.60
1st Class Dispatcher, 11 - 15 years	98%	\$109,822.94	\$4,209.71	\$50.12
1st Class Dispatcher, 16+ years	99%	\$110,943.58	\$4,252.67	\$50.63
Captain	118%	\$132,235.79	\$5,068.84	\$60.34
Platoon Chief	129%	\$144,562.85	\$5,541.35	\$65.97
Fire Prevention Officer, 1 <sup>st</sup> year	108%	\$115,266.06	\$4,418.36	\$55.23
Fire Prevention Officer, 2 <sup>nd</sup> year	112%	\$119,535.17	\$4,582.00	\$57.27
Fire Prevention Officer, 3 <sup>rd</sup> year	116%	\$123,804.29	\$4,745.64	\$59.32
Fire Prevention Officer, 4 <sup>th</sup> year	120%	\$128,073.40	\$4,909.28	\$61.37
Chief Training Officer, 1 <sup>st</sup> year	108%	\$115,266.06	\$4,418.36	\$55.23
Chief Training Officer, 2 <sup>nd</sup> year	112%	\$119,535.17	\$4,582.00	\$57.27
Chief Training Officer, 3 <sup>rd</sup> year	116%	\$123,804.29	\$4,745.64	\$59.32
Chief Training Officer, 4 <sup>th</sup> year	120%	\$128,073.40	\$4,909.28	\$61.37

**SCHEDULE A - SALARY SCHEDULES (cont'd)\***

**January 1 - December 31, 2023 (3.75%)**

Classification/Rank	Percentage compared to 1st Class Rate @100%	Annual Rate	Biweekly Rate	Hourly Rate
Rookie Firefighter, 1 - 6 months	70%	\$81,389.23	\$3,119.80	\$37.14
4th Class Firefighter, 7 - 12 months	75%	\$87,202.75	\$3,342.64	\$39.79
3rd Class Firefighter, 2 <sup>nd</sup> year	80%	\$93,016.26	\$3,565.48	\$42.45
2nd Class Firefighter, 3 <sup>rd</sup> year	90%	\$104,643.30	\$4,011.17	\$47.75
<b>1st Class Firefighter, 4 - 5 years</b>	<b>100%</b>	<b>\$116,270.33</b>	<b>\$4,456.85</b>	<b>\$53.06</b>
1st Class Firefighter, 6 - 10 years	102%	\$118,595.74	\$4,545.99	\$54.12
1st Class Firefighter, 11 - 15 years	103%	\$119,758.44	\$4,590.56	\$54.65
1st Class Firefighter, 16+ years	104%	\$120,921.14	\$4,635.13	\$55.18
Rookie Dispatcher, 1 - 6 months	65%	\$75,575.71	\$2,896.95	\$34.49
4th Class Dispatcher, 7 - 12 months	70%	\$81,389.23	\$3,119.80	\$37.14
3rd Class Dispatcher, 2 <sup>nd</sup> year	75%	\$87,202.75	\$3,342.64	\$39.79
2nd Class Dispatcher, 3 <sup>rd</sup> year	80%	\$93,016.26	\$3,565.48	\$42.45
1st Class Dispatcher, 4 - 5 years	95%	\$110,456.81	\$4,234.01	\$50.40
1st Class Dispatcher, 6 - 10 years	97%	\$112,782.22	\$4,323.15	\$51.47
1st Class Dispatcher, 11 - 15 years	98%	\$113,944.92	\$4,367.71	\$52.00
1st Class Dispatcher, 16+ years	99%	\$115,107.63	\$4,412.28	\$52.53
Captain	118%	\$137,198.99	\$5,259.08	\$62.61
Platoon Chief	129%	\$149,988.72	\$5,749.34	\$68.44
Fire Prevention Officer, 1 <sup>st</sup> year	108%	\$119,592.34	\$4,584.19	\$57.30
Fire Prevention Officer, 2 <sup>nd</sup> year	112%	\$124,021.68	\$4,753.97	\$59.42
Fire Prevention Officer, 3 <sup>rd</sup> year	116%	\$128,451.03	\$4,923.76	\$61.55
Fire Prevention Officer, 4 <sup>th</sup> year	120%	\$132,880.38	\$5,093.54	\$63.67
Chief Training Officer, 1 <sup>st</sup> year	108%	\$119,592.34	\$4,584.19	\$57.30
Chief Training Officer, 2 <sup>nd</sup> year	112%	\$124,021.68	\$4,753.97	\$59.42
Chief Training Officer, 3 <sup>rd</sup> year	116%	\$128,451.03	\$4,923.76	\$61.55
Chief Training Officer, 4 <sup>th</sup> year	120%	\$132,880.38	\$5,093.54	\$63.67

**\*Note: The City reserves the right authorize an initial appointment of an Employee at any classification/rank based on their previous relevant experience.**

**SCHEDULE A - SALARY SCHEDULES (cont'd)\***

**January 1 - December 31, 2024 (3.75%)**

<b>Classification/Rank</b>	<b>Percentage compared to 1st Class Rate @100%</b>	<b>Annual Rate</b>	<b>Biweekly Rate</b>	<b>Hourly Rate</b>
Rookie Firefighter, 1 - 6 months	70%	\$84,444.91	\$3,236.93	\$38.53
4th Class Firefighter, 7 - 12 months	75%	\$90,476.69	\$3,468.13	\$41.29
3rd Class Firefighter, 2 <sup>nd</sup> year	80%	\$96,508.47	\$3,699.34	\$44.04
2nd Class Firefighter, 3 <sup>rd</sup> year	90%	\$108,572.02	\$4,161.76	\$49.54
<b>1st Class Firefighter, 4 - 5 years</b>	<b>100%</b>	<b>\$120,635.58</b>	<b>\$4,624.18</b>	<b>\$55.05</b>
1st Class Firefighter, 6 - 10 years	102%	\$123,048.29	\$4,716.66	\$56.15
1st Class Firefighter, 11+ years	104%	\$125,461.01	\$4,809.15	\$57.25
Rookie Dispatcher, 1 - 6 months	65%	\$78,413.13	\$3,005.72	\$35.78
4th Class Dispatcher, 7 - 12 months	70%	\$84,444.91	\$3,236.93	\$38.53
3rd Class Dispatcher, 2 <sup>nd</sup> year	75%	\$90,476.69	\$3,468.13	\$41.29
2nd Class Dispatcher, 3 <sup>rd</sup> year	80%	\$96,508.47	\$3,699.34	\$44.04
1st Class Dispatcher, 4 - 5 years	95%	\$114,603.80	\$4,392.97	\$52.30
1st Class Dispatcher, 6 - 10 years	97%	\$117,016.51	\$4,485.45	\$53.40
1st Class Dispatcher, 11 - 15 years	98%	\$118,222.87	\$4,531.70	\$53.95
1st Class Dispatcher, 16+ years	99%	\$119,429.23	\$4,577.94	\$54.50
Captain	118%	\$142,349.99	\$5,456.53	\$64.96
Captain, 3 <sup>rd</sup> year	119%	\$143,556.34	\$5,502.77	\$65.51
Captain, 6 <sup>th</sup> year	120%	\$144,762.70	\$5,549.01	\$66.06
Platoon Chief	129%	\$155,619.90	\$5,965.19	\$71.01
Platoon Chief, 3 <sup>rd</sup> year	130%	\$156,826.26	\$6,011.43	\$71.56
Platoon Chief, 6 <sup>th</sup> year	131%	\$158,032.61	\$6,057.67	\$72.12
Fire Prevention Officer, 1 <sup>st</sup> year	108%	\$124,082.31	\$4,756.30	\$59.45
Fire Prevention Officer, 2 <sup>nd</sup> year	112%	\$128,677.95	\$4,932.46	\$61.66
Fire Prevention Officer, 3 <sup>rd</sup> year	116%	\$133,273.60	\$5,108.62	\$63.86
Fire Prevention Officer, 4 <sup>th</sup> year	120%	\$137,869.24	\$5,284.78	\$66.06
Chief Training Officer, 1 <sup>st</sup> year	108%	\$124,082.31	\$4,756.30	\$59.45
Chief Training Officer, 2 <sup>nd</sup> year	112%	\$128,677.95	\$4,932.46	\$61.66
Chief Training Officer, 3 <sup>rd</sup> year	116%	\$133,273.60	\$5,108.62	\$63.86
Chief Training Officer, 4 <sup>th</sup> year	120%	\$137,869.24	\$5,284.78	\$66.06

**\*Note: The City reserves the right authorize an initial appointment of an Employee at any classification/rank based on their previous relevant experience.**

## **SCHEDULE B - UNIFORMS**

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The Employer shall provide and maintain for each Employee and Casual protective clothing and uniforms in accordance with City policies. Upon successful completion of probation, the Employer shall provide a complete uniform to all Employees and Casuals, as follows:

- (a) One cap and badge
- (b) Two pairs' trousers, skirts or slacks
- (c) Four uniform shirts, short or long sleeve, light or dark blue c/w shoulder flashes
- (d) Two t-shirts
- (e) One job shirt or one sweater
- (f) One pair boots or shoes
- (g) One dress uniform consisting of tunic, pants and shoes, complete with a white shirt in the case of an officer
- (h) One jacket
- (i) One tie
- (j) One name tag
- (k) One pair of coveralls
- (l) One pair of shorts
- (m) One toque

### **Uniform Clothing Purchase - Points**

Employees and Casuals shall be provided 450 points at the beginning of each calendar year that may be carried over to the next year if not used. New Employees and Casuals who have been employed less than one calendar year shall be provided 10 points for each month or part month of employment that may be carried over to the next year if not used. However, all unused points of all Employees and Casuals shall be forfeited back to the Employer at the end of a biennial period as follows.

The biennial period shall be as follows:

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

### **Purchase Procedures**

- a) Each Employee and Casual shall be given a uniform purchase sheet annually showing their points available for that current year.
- b) Uniforms shall be ordered at the discretion of the Department to provide for efficiencies and to ensure good condition of all Employee and Casual's uniforms, but in any event no less than annually by September 30.
- c) Broken or damaged items or items in need of replacement due to extenuating circumstances shall be replaced at no cost to an Employee's or Casual's points.
- d) The Chief Training Officer, Fire Prevention Officer and any Employee required to workday shifts shall be provided an additional 100 points each calendar year.

Fire-fighters' Collective Agreement

- e) Employees and Casuals who have submitted a letter of resignation or retirement shall not be permitted to order uniforms.
- f) Employees and Casuals facing required retirement shall have their uniform points pro-rated in the year in which they will retire.
- g) Employees and Casuals who have been dismissed or who have resigned are required to return any uniform in their possession to the Employer.
- h) Uniforms may be added or deleted from the order form lists by mutual agreement at the Joint Consultation Committee.
- i) Uniform items ordered shall be sized to fit the Employee or Casual appropriately.
- j) Uniform items available for order and their value by points shall be as follows:

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

Fire-fighters' Collective Agreement

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Job Shirt (1/4 Zip Collar)	1	70
Toque	1	20
Station Exercise Shirt	2	30
Flex Exercise Sweats	1	50
Station Exercise Shorts	1	30
Golf Shirt	2	40

**LETTERS OF UNDERSTANDING**

LOU 1 re: Benefit Package Consultation	Deleted
LOU 2 re: Investigation into Superannuation Options	Deleted
LOU 3 re: Medical Examinations	Deleted
LOU 4 re: Daytime Fire-fighter Position	Renewed with amendment
LOU 5 re: Progression and Promotion	Deleted
LOU 6 re: Vacation Selection and Scheduling	Deleted
LOU 7 re: Relief Fire-fighter and/or Relief Dispatcher (new)	Renewed with amendment
LOU 8 re: Article 31 Grievance Procedure	Deleted
LOU 9 re: emergency Casual Backfill - 2015	Deleted
LOU 10 re: Article 14.15 Unspecified Leave	Deleted
LOU 11 re: Article 12.01/12.02 Staffing	Deleted
LOU 12 re: Article 11.01 Remuneration	Deleted
LOU 13 re: Article 16.08 Maternity Leave	Deleted
LOU 14 -----	Deleted
LOU 15 re: Emergency Casual Backfill- 2017	Deleted
LOU 16 -----	Deleted
LOU 17 re: Camera Policy - 2018	Renewed with amendment
LOU 18 Re: Emergency Casual Backfill- 2018	Deleted
LOU 19 re: Casual Pools	Renewed with amendment
LOU 20 re: Health Spending Allowance (Article 21.04)	Deleted
LOU 21 re: Rate Increase on January 1, 2021 for 1 <sup>st</sup> Class Fire-fighters, 6-10 years	Deleted
LOU 22 re: Wayne Smith, Article 20	Deleted
LOU 23 re: Compressed Work Week	New

**LETTER OF UNDERSTANDING #4**

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Letter of Understanding [04]

RE: Daytime Fire-fighter Position

BETWEEN: The CITY OF WHITEHORSE

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

The parties agree to the following language changes relating to the Daytime Fire-fighter position with the Association:

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 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 11.07 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 15 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 (14 stat holidays times 1.5 equals 21 days off).



Article 16 Only one Daytime Fire-fighter may be away on annual leave at any given time.

Signed on November 13, 2024 at the City of Whitehorse.



\_\_\_\_\_  
Lindsay Schneider  
Director, People and Culture  
City of Whitehorse



\_\_\_\_\_  
Barry Blisner  
President  
IAFF Local 2217

**LETTER OF UNDERSTANDING #7**

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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

- 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 scheduled 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 choose 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 worked shall be in accordance with Article 10: Overtime. If the Relief Fire-fighter and/or Dispatcher works immediately after a scheduled day shift or night shift, when not scheduled to work the complete shift immediately following that shift, they shall be compensated in accordance with Article 10.01: Overtime.
- i) Persons hired as Relief Fire-fighter and/or Dispatcher shall be entitled to wages, benefits and working conditions afforded regular full-time permanent Fire-fighter and/or Dispatchers, consistent with the Collective Agreement, except as expressly provided herein.
- j) Where attrition occurs, the senior Relief Fire-fighter and/or Dispatcher will be placed on a regular shift after a new employee has successfully completed their training period. The new employee shall then be assigned as a Relief Fire-fighter and/or Dispatcher.
- k) If a replacement has not been hired within six (6) months of the retirement/termination of a regular permanent full-time Fire-fighter and/or Dispatcher, the most senior Relief Fire-fighter and/or Dispatcher shall be placed in the vacant position.

Signed on November 13, 2024 at the City of Whitehorse.



Lindsay Schneider  
Director, People and Culture  
City of Whitehorse



Barry Blisner  
President  
IAFF Local 2217

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**LETTER OF UNDERSTANDING #17**

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LETTER OF UNDERSTANDING [17]

**Re: Camera Policy**

BETWEEN: THE CITY OF WHITEHORSE

AND 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 November 13, 2024 at the City of Whitehorse.

  
\_\_\_\_\_  
Lindsay Schneider  
Director, People and Culture  
City of Whitehorse

  
\_\_\_\_\_  
Barry Blisner  
President  
IAFF Local 2217

**LETTER OF UNDERSTANDING #19**

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LETTER OF UNDERSTANDING [19]

Re: Casual Pools

BETWEEN: THE CITY OF WHITEHORSE


AND

THE INTERNATIONAL ASSOCIATION OF FIRE-FIGHTERS, LOCAL 2217

1. This mutual agreement is to help fill casual and permanent full-time positions. The eligibility list is inclusive of a maximum of 4 casuals (Pool 'A') or otherwise agreed upon by Management and the Association.
2. A competition will be run whenever it is needed to determine a ranking system that would advance a casual into permanent full-time positions based on a 1-4 ranking.
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 term or full-time positions, the number one candidate who 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 ranking list. If another term or full-time position were to arise, then the position will be offered to the next highest 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 term or full-time positions. They will not be eligible to fill term or 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. Persons in Pool "A" are required to meet the qualifications in the Fire-fighter 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 termination of employment.
7. All time spent in Pool "A" does not count towards probation as outlined in Article 12.01.
8. In an instance where an opening arises, a permanent full-time employee (Fire-fighter 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 (Fire-fighter 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 fire-fighter is hired into a full-time fire-fighter position they will be grandparented at their existing rate of pay until their time served as a full-time fire-fighter places them in a higher pay rate based on Schedule A.

Signed on November 13, 2024 at the City of Whitehorse.



\_\_\_\_\_  
Lindsay Schneider  
Director, People and Culture  
City of Whitehorse



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Barry Blisner  
President  
IAFF Local 2217

**LETTER OF UNDERSTANDING #23**

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Re: Compressed Work Week


BETWEEN: THE CITY OF WHITEHORSE

AND THE INTERNATIONAL ASSOCIATION OF FIRE-FIGHTERS, LOCAL 2217

The Association 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 November 13, 2024 at the City of Whitehorse.

  
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Lindsay Schneider  
Director, People and Culture  
City of Whitehorse

  
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Barry Blisner  
President  
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