

AGREEMENT BETWEEN

THE CITY OF WHITEHORSE

AND

**PUBLIC SERVICE ALLIANCE OF CANADA
YUKON EMPLOYEES UNION
LOCAL YO22**

TRANSIT

**COLLECTIVE AGREEMENT
FOR THE PERIOD**

July 1, 2004 to June 30, 2008

Highlighted sections indicate new or amended clauses

Collective Agreement – Transit

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PAY SCHEDULES

LETTER OF UNDERSTANDING #1
RE: CASUAL EMPLOYEES

LETTER OF UNDERSTANDING #2
RE: GRAND FATHERING OF FULL TIME SERVICE PERSON

Collective Agreement – Transit

THIS AGREEMENT entered into this 24th day of September, 2004.

BETWEEN:

CITY OF WHITEHORSE

2121 Second Avenue, Whitehorse, Yukon Territory Y1A 1C2

("the employer")

PARTY OF THE FIRST PART

AND:

PUBLIC SERVICE ALLIANCE OF CANADA

YUKON EMPLOYEES UNION LOCAL Y022

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

("the union")

PARTY OF THE SECOND PART

THE PARTIES HERETO agree as follows:

ARTICLE 1 PURPOSE

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

ARTICLE 2 DEFINITIONS

2.01 Interpretations

- (a) "Employee" means a member of the bargaining unit.
- (b) "Extra work" means any bus driver work that is not on the drivers' work schedule.
- (c) "Job" means all those tasks to be performed by an employee as described in a position description.
- (d) "Light housekeeping" means sweeping the floor of the bus, removing loose debris and emptying the garbage.
- (e) "May" shall be regarded as permissive, "shall" as imperative.

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- (f) “Non-peak hours” means those hours of transit service to the public between 9 a.m. to 3 p.m. and 6 p.m. to end of service during the work week and all of Saturday.
- (g) “Position” means the job held by an employee.
- (h) “Route” means one of the geographic areas of the City of Whitehorse covered by the public schedule.
- (i) “Work Schedule” means the weekly schedule of shifts that are offered to employees.
- (j) “Shift” means the period of scheduled work during the A.M. or P.M. workday.
- (k) Wherever the female gender is specified it shall be interpreted as including both male and female employees as applicable.

2.02 Employee Status

- (a) "Casual Employee" means an employee who is not permanent and who may be hired on a temporary basis. Such employee shall not exceed five (5) consecutive days once in a month except during the period covered by LOU #1, or by mutual agreement of the parties. At no time can the number of casual employees exceed the number of spare drivers, subject to LOU #1. Prior to such work being assigned, Article 17.03 shall be applied. Casual employees shall not be used to reduce the complement of permanent positions.

Prior to the hiring of casual employees in a non-driver position, such work will be offered to spare drivers first and full-time drivers second, provided she is qualified and such work does not incur overtime. An employee who accepts such work will be paid the rate of pay for that classification as specified in Schedule “A”.
- (b) “Permanent Employee” means a full-time or part-time employee who has bid or competed for a permanent position and has been appointed accordingly.
- (c) “Spare Driver” means a permanent part-time employee scheduled to work at least one shift per week and to relieve other drivers as required. If determined eligible by the carrier, spare drivers shall receive benefits based on the number of hours worked pro-rated on the basis of the average full-time hours of work in the previous year in the same classification.

2.03 Employee Hours

- (a) “Full-time” means an employee other than a driver who is required to work the standard hours of work for her classification, or a driver who occupies a 5-day scheduled shift.

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- (b) “Part-time” (non-driver) means an employee who works fewer hours than the standard weekly hours for a full-time Transit employee in the same classification and receives benefits on a pro-rated basis of the full-time hours.
- 2.04 “Layoff” means the discontinuation or reduction in hours of a position(s) due to lack of work or inadequate funding.
- 2.05 "Spouse" means a lawful husband or wife; a common-law spouse relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be her spouse, and lives and intends to continue to live with that person as if that person were her spouse.

ARTICLE 3 UNION RECOGNITION

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

ARTICLE 4 UNION MEMBERSHIP

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

ARTICLE 5 DUES CHECK-OFF

- 5.01 The employer shall deduct an amount equal to the amount of the membership dues and union assessments from the bi-weekly pay of all members of the bargaining unit.
- 5.02 The union shall inform the employer in writing of the authorized bi-weekly deduction to be deducted off for each employee.
- 5.03 No trade union, as defined by the Canada Labour Code, other than the Alliance shall be permitted to have membership dues and/or other monies deducted by the employer from the pay of employees in the Bargaining Unit.

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- 5.04 The amounts deducted in accordance with section 5.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on her behalf.
- 5.05 The employer agrees to make deductions for other purposes on the basis of production of appropriate documentation.
- 5.06 The employer agrees to include union dues deductions on the T-4 slip.

ARTICLE 6 MANAGEMENT RIGHTS

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

ARTICLE 7 HOURS OF WORK AND OVERTIME

Hours of Work

- 7.01 The employer shall have the right to establish work schedules and starting times. The employer may change such schedules from time to time because of varying operating conditions. The employer shall enter into meaningful consultation with the Joint Scheduling Committee, subject to Article 7.20, prior to entering Work Schedule changes.
- 7.02 The employer shall attempt to arrange the employees' shift schedules at least one (1) week in advance.
- 7.03 The employer shall make every reasonable effort to avoid excessive fluctuation in hours of work.
- 7.04 An employee (excluding drivers) working 7.5 hours or more per day shall be allotted two paid rest periods of 15 minutes duration. Each rest period shall be scheduled as near as possible to the mid-point of the work periods before and after the unpaid meal break.
- 7.05 A driver working five hours or less per day shall be allotted one paid rest break of 15 minutes duration to be taken during the non-peak hours. If the schedule requires the break to be longer than 15 minutes, the remainder of the break will be unpaid, but in no event will the break be longer than one run.
- 7.06 A driver working over five hours, in addition to the above rest break, shall receive a paid meal break of 30 minutes to be taken during the non-peak

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hours of the shift. If the schedule requires the break to be longer than 30 minutes, the remainder of the break will be unpaid but in no event will the break be longer than one run. Driving time without a break for this clause will not exceed three hours.

- 7.07 A driver working 7.5 hours or more, excluding Saturday, shall, receive a 15-minute rest break in addition to the two breaks identified above following the paid meal break. If the schedule requires the rest break to be longer than 15 minutes, the remainder of the break will be unpaid but in no event will the break be longer than one run. Driving time without a break for this clause will not exceed three hours.
- 7.08 Drivers shall provide light housekeeping duties and maintain care and control of their bus during their shift. Where required, breaks shall be used to maintain the schedule.
- 7.09 Notwithstanding sections 7.05 to 7.08 inclusive, a driver working a shift of four hours or less shall receive a paid break equivalent in time to one run.
- 7.10 For the purposes of sections 7.05 to 7.09 inclusive, a run shall be of equal time.
- 7.11 A Handy Bus driver working five hours or more shall be allotted a 30 minute paid break as near as possible to the mid-point of the shift. A Handy Bus driver working less than five hours shall be allotted one paid rest break of 15 minutes duration as near as possible to the mid-point of the shift.
- 7.12 All employees will be guaranteed a minimum of three hours per shift.
- 7.13 All employees who work extra work (non-scheduled) as per section 17.07 and/or work outside their regularly scheduled shift except when covered by section 7.17, shall be paid a minimum of two hours pay.
- 7.14 The employer agrees to work closely with the Union Joint Scheduling Committee on all matters related to driver work schedules. The employer further agrees to make every reasonable effort to avoid the introduction of split shifts. If any additional split shifts are introduced they shall be staffed on a voluntary basis only.

Overtime

- 7.15 Subject to the operational requirements of the employer, the employer shall make every reasonable effort to allocate overtime work on an equitable basis among readily available qualified employees. The employer will allocate overtime on the basis of a rotating roster based on seniority. If an employee refuses overtime, the next person on the list will be offered the overtime work. A refusal will mean a forfeiture of overtime work until the employee's name is once again on the top of the roster. All drivers must notify the employer on a quarterly basis of times (A.M. and/or P.M.) of non-

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availability. Where the employer is unable to contact an employee during a period of identified availability, such an occurrence shall not be considered a refusal.

- 7.16 Subject to the operational requirements of the employer, the employer shall make every reasonable effort to give employees who are required to work overtime reasonable advance notice of this requirement.
- 7.17 For all employees covered by this agreement, the following shall apply:
- (a) Employees who work outside of their regular scheduled shift shall be compensated for hours of overtime at the time and one half rate for all hours worked in excess of eight hours per day or 40 hours per week. Any hours worked up to and including eight hours per day or 40 hours per week shall be compensated at the straight time rate.
 - (b) Employees working outside of their regular scheduled shift except when covered by section 7.17(a) shall be paid a minimum of two hours regular time.
 - (c) Overtime hours earned by an employee may at the employee's option be accrued as compensatory leave at the applicable overtime rate. Employees may accrue a maximum of an equivalent of two standard workweeks in any calendar year in lieu of overtime that they have worked.
 - (d) The employer will pay compensatory leave credits that remain unused at the end of the calendar year except that the employee shall be permitted to carry over the equivalent of one standard workweek into the following year. Carried over credits which remain unused at April 30 of the current year shall be paid by the employer.
 - (e) Compensatory leave shall be approved for leave requests of a minimum of two (2) hours, subject to the operating requirements of the Employer.
- 7.18 Employees may, for cause, refuse to work overtime at any time and shall not be subjected to termination for such refusal.
- 7.19 No employee shall be required to work on a regularly scheduled day of rest.

Joint Scheduling Committee

- 7.20 The employer agrees to work closely with the Joint Scheduling Committee on all matters related to driver work schedules. The Joint Scheduling committee shall be comprised of three bargaining unit members and a maximum of three employer representatives. This committee will make recommendations on driver schedules and the direction of routes, but not the number of routes. The employer further agrees that modifications proposed by the Scheduling Committee will be reviewed and, provided such

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modifications do not adversely effect the efficiency, or the level of service, or increase the costs, will be implemented subject to the employer's right to set budget and levels of service for the public. The committee will be bound by the following guidelines:

- (a) Each scheduled Monday to Friday run for a permanent full time driver will be a minimum of four (4) hours.
- (b) Each permanent full time employee unless otherwise specified shall have two (2) consecutive days of rest each seven (7) day week.
- (c) The standard workweek for the permanent service person shall be thirty-seven point five (37.5) hours per week.
- (d) All driver shifts are inclusive of a 15-minute sign-in and 15-minute sign-out period with pay. These times are to include travel to and from the starting point of the shift, pre and post inspections.
- (e) Any special events or charters done shall be in compliance with the Collective Agreement.

ARTICLE 8 SALARIES, WAGES AND CLASSIFICATIONS

- 8.01 The employer shall remunerate an employee at the wage rate or salary applicable to the job classification that such an employee is employed in. The job classifications, applicable wage rates and salaries shall be those agreed upon and set out in Schedule "A" attached hereto and forming part of this agreement.
- 8.02 The employer shall pay, on every second Wednesday, all wages earned up to and including the Wednesday of the week previous to the pay period, except that if a General Holiday falls on a regular payday, payment will be made the preceding day.
- 8.03 Notice of advice of payment of salaries and wages will be made during working hours.
- 8.04 In the event that an employee covered by this agreement is laid off, the employer shall pay such employee not later than the next regular working day after she ceases to be an employee of the employer, wages or salary and holiday pay earned by such employee, excluding authorized deductions.
- 8.05 The employer will provide a separate or detachable itemized statement with each pay showing the dates of the pay period covered, the number of hours at straight time rate and at overtime rate, the wage rate or salary, the total deductions from the amount earned, and the amount of accrued holiday pay to date.

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8.06 All hourly paid employees covered by this agreement are required to fill out time slips as per the employer's request.

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- 8.07 If an employee is assigned to a job classification paying a higher wage rate or salary than her classified wage rate or salary, such an employee shall be paid the higher wage rate or salary for all time worked in such higher paying job classification. If an employee works any portion of a shift at a higher wage rate or salary than her classified wage rate or salary, then she shall be paid the higher wage rate or salary for all hours worked at the higher classification.
- 8.08 If an employee works in a job classification that pays a lower wage rate or salary than the employee's classified wage rate or salary, such employee shall be paid the lower wage rate or salary for all hours worked at the lower job classification.

Existing Classifications

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

New Classifications

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

ARTICLE 9 LEAVE

General Holidays

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

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

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

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

Annual Vacations

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

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

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Over twenty years (8 weeks)

16%

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- 9.09 Vacation shall be granted on the basis of seniority in the following manner:
- (a) Bid 1: By February 15 of each year the Employer shall conduct a bid for a block of continuous vacation up to full entitlement.
 - (b) Bid 2: By March 1 of each year the Employer shall conduct a bid for Block(s) of non-continuous vacation not to exceed full entitlement.
 - (c) In the event an employee offers two (2) weeks notice of cancellation of the vacation period identified under Bid 1 or 2 above such vacation shall be posted and awarded on the basis of seniority.
 - (d) In the event an employee fails to offer two (2) weeks notice of cancellation of the vacation period identified under Bid 2 above, such vacation period shall be awarded on a first come first served basis.
 - (e) Any vacation applications received after the Bid 1 and Bid 2 process will be considered as they are received and seniority will not be taken into account.
- 9.10 The employer shall make a reasonable effort to grant an employee the period of vacation leave requested. During the time period described in Letter of Understanding #1, five (5) bargaining unit members may be on vacation at the same time.
- 9.11 Vacation leave may be taken at any time during the year provided the employee has applied in advance on a vacation leave application form and such leave has been approved.
- 9.12 Operational requirements permitting, new employees may be allowed to take accrued annual vacation credits earned after completion of 35 worked shifts or 90 calendar days, whichever accrues first.
- 9.13 Should the employee request to be paid vacation pay prior to going on holidays, the employer will estimate the amount of money owing to the employee and issue a cheque in the form of an advance. All deductions and calculations will be processed on the next normal pay run, and a statement will be issued to the employee outlining the vacation accruals taken. At the end of the calendar year a computation shall be made on gross earnings worked, exclusive of any bonuses in the current year as outlined in section 9.08.
- 9.14 In any calendar year that an employee has not taken all of the vacation leave credited to her, the unused portion of the vacation leave shall be carried over into the following year, except that in January of each year the employer will pay the employee for all unused accumulated vacation leave credits in excess of the days that were accumulated for the period from January 1 to December 31 of the prior year.

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

Continuous Service Date

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

Jury Duty

- 9.21 If a permanent employee is selected for Jury Duty, or subpoenaed by court to be a witness, the employer shall grant the employee leave of absence with pay. Such pay will be the difference between the employee's normal day's pay (scheduled hours missed) and the monies received by the employee for such duties. The employee must present proof of court service and the amount of monies received therefore.

Bereavement Leave

- 9.22 The employer shall grant an employee leave of absence with pay for a period of **six (6)** working days where there is a death in the employee's immediate family.
- 9.23 "Immediate family" for the purpose of bereavement leave is defined as mother, father, **step parent, foster parent,** sister, brother, spouse, son, daughter, **step child or ward of the employee,** mother-in-law, father-in-law, grand-parent, **grandchild** and any relative permanently residing in the employee's household or with whom the employee permanently resides.

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9.24 An employee shall be entitled to leave with pay of one working day in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law.

Maternity/Adoption Leave

9.25 After completion of one year of continuous employment an employee shall be eligible for 17 weeks leave without pay for the following:

- (a) Maternity Leave in accordance with the provisions of the *Yukon Employment Standards Act*;
- (b) Adoption Leave.

9.26 An employee qualifying under section 9.25 shall, subject to the provisions of section 9.37, also be entitled to request Parental Leave without pay to a maximum of 37 weeks in accordance with the provisions of the *Yukon Employment Standards Act*.

9.27 A pregnant employee shall notify the employer of her pregnancy and provide as confirmation a certificate from a qualified medical practitioner at least 15 weeks prior to the expected date of termination of the pregnancy.

9.28 An employee who intends to request Adoption Leave shall make every reasonable effort to provide at least five weeks notice to the employer in advance of the date of expected adoption.

9.29 A pregnant employee granted Maternity Leave shall take such leave between 11 weeks prior to the termination of the pregnancy and 26 weeks after the termination of the pregnancy. The employee shall indicate at the time of advice the length of leave required up to the maximum of 17 weeks under section 9.25 and up to 37 weeks under section 9.37. Should there be any question of the employee's ability to continue working, the employee may be required, at the employer's request, to provide medical authorization of her fitness to continue working.

9.30 The employer may, upon submission of a certificate from a qualified medical practitioner, permit the maternity leave referred to in section 9.25 to commence more than 11 weeks prior to the expected date of termination of the pregnancy, or extend the additional leave without pay more than 26 weeks after the termination of the pregnancy.

9.31 Adoption Leave may not commence at a date earlier than one week prior to the expected date of adoption. In the event of an early birth, the employer may grant the Adoption Leave earlier, based on operational requirements.

9.32 An employee who is on Maternity/Adoption Leave shall provide the employer with a minimum of six weeks notice, in writing, of the date upon which she will return to work.

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- 9.33 An employee who fails to provide such notice, or who does not return on the agreed date, may be terminated.
- 9.34 Provided she returns to work in accordance with section 9.32, an employee who has been absent on Maternity/Adoption Leave shall retain and continue to accrue all her seniority in the bargaining unit for the period that she was on Maternity/Adoption Leave.
- 9.35 An employee's continuous service date will not be advanced by the amount of leave taken under section 9.25 up to a maximum of 37 weeks.
- 9.36 The employee will be required to prepay the employee portion of medical and group insurance plan premiums in order to maintain the coverage for the period of leave.

Parental Leave

- 9.37 An employee qualifying under section 37.1 of the *Yukon Employment Standards Act* shall be entitled to request parental leave without pay up to a maximum of 37 weeks in accordance with the provisions of the *Yukon Employment Standards Act*. There shall be no duplication or overlap with the maternity leave provisions under section 9.25.
- 9.38 An employee's continuous service date will not be advanced by the amount of parental leave taken under section 9.37 up to a maximum of 37 weeks.
- 9.39 The employee will be required to prepay the employee portion of medical and group insurance plan premiums in order to maintain the coverage for the period of leave.

Marriage

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

Birth/Adoption

- 9.41 Leave with pay to a maximum of two days shall be granted to a male employee upon the occasion of the adoption or birth of his child, and to a female employee on the occasion of the adoption of her child. Such leave may be taken either at the time of the birth/adoption and/or at the time the child comes home.

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Leave of Absence

- 9.42 Any employee with one or more years of continuous service may be granted leave without pay where in the opinion of the employer the operational efficiency of the system will not be adversely affected.
- 9.43 Except where provided otherwise by statute, any employee granted leave of absence in excess of 30 calendar days shall be required to pay both her own share and the employer's share of benefit premiums, and will not accrue seniority, vacation leave or travel entitlements during leave without pay. The employee's seniority and anniversary date will be adjusted to reflect the leave of absence taken.
- 9.44 An employee requesting leave of absence for compassionate reasons will be given special consideration, and may be required to substantiate the reason before returning to work.
- 9.45 Applications for leave without pay shall be submitted at least 31 calendar days in advance of the intended commencement date of the leave, and the employee shall receive written notification of the decision at least 14 calendar days prior to the intended commencement date of leave.

Leave of Absence for Elected Union President

- 9.46 Effective on the date of signing of this agreement, the employer agrees to authorize a leave of absence to one employee who is elected as President of the Yukon Employee's Union, subject to the following conditions:
- (a) The authorized leave will be for the term of appointment designated by the union to a maximum of three years.
 - (b) Upon the expiry of the term of office, the employee will assume the duties of the position held by the employee prior to the leave of absence.
 - (c) If the employee is re-elected for subsequent terms, the employee shall continue to be on leave. Upon completion of the term of office, the employee will be guaranteed a position at the same level the employee held before the leave of absence.
 - (d) If the employee ceases to hold office, the employee will return to the position held by the employee prior to the leave of absence.
 - (e) The union agrees to provide the employer with one month's written notice of the commencement and termination of this leave of absence.

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ARTICLE 10 YUKON BONUS

- 10.01 All permanent full time employees who have completed two or more years of continuous service shall be entitled to receive a Yukon Bonus travel benefit to a maximum of \$2,900.00 annually, pro-rated on a 35 hour work week, staged in accordance with the monetary offer, and shall be entitled to the Yukon Bonus each subsequent year of continuous service thereafter. Those permanent employees employed by the City as of the ratification of this collective agreement shall be Grandmothered and be eligible for the Yukon Bonus provisions after one year of continuous service.
- 10.02 This benefit does not apply to casual employees.
- 10.03 In order to receive this benefit, the Yukon Bonus must be claimed by completing the application form provided for that purpose during the 12-month period following each entitlement date.
- 10.04 Subject to the provisions of this article, an employee who has completed at least two years of continuous service and who is laid off, terminated for health reasons, or retires during the period of entitlement as outlined in section 10.01, shall be entitled to a Yukon Bonus payment on a pro rata basis proportional to the number of continuous months of service since the employee's last Yukon Bonus entitlement date. Those permanent employees employed by the City as of the ratification of this collective agreement shall be Grandmothered and be eligible for the provisions of section 10.04 after one year of continuous service.
- 10.05 Subject to the provisions of this article, an employee who has completed at least five years of continuous service and who voluntarily terminates during the period of entitlement as outlined in sections 10.01 and 10.04 shall be entitled to a Yukon Bonus payment on a pro rata basis proportional to the number of continuous completed months of service since the employee's last Yukon Bonus entitlement date.
- 10.06 Employees who are on Long Term Disability shall receive the Yukon Bonus only if they have physically worked a minimum of six months during the entitlement period as outlined in section 10.01.

ARTICLE 11 MEDICAL

Life Insurance

- 11.01 The employer will administer a group life insurance and accidental death and dismemberment plan of twenty-five thousand dollars (\$25,000.00) for permanent employees and spare drivers. The employer will pay the full costs of the premiums.

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Weekly Wage Indemnity

11.02 The employer will administer a Weekly Wage Indemnity Insurance Plan for permanent employees. The carrier will determine whether the Wage Indemnity Policy entitlement conditions are met. Any questions as to whether an employee has met the Wage Indemnity Policy entitlement conditions shall be a matter between the employee and the carrier and cannot be a grievance arbitrable under this collective agreement. Such matters must be pursued under the terms of the Wage Indemnity Policy. The employer shall pay the full cost of the premiums.

11.03 The City will top up wage indemnity benefits to an employee's regular salary. Top-up will be from the first working day of the accident (hospitalisation), or the bonafide non-occupational illness, subject to the acceptance of the claim by the insurance carrier. Top-up will continue to a maximum of 17 weeks from the first working day of illness in accordance with the following schedule:

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

Illness

11.04 Upon completion of 90 calendar days of continuous service, and beginning after the signing of this contract, all permanent full time employees shall be granted sick leave when the employee must be absent from work by reason of a bonafide non-occupational illness or accident, medical, dental, or optical appointment, or illness of a member of the employee's immediate family as defined in section 11.09. The granting of such leave shall be subject to the following conditions:

Non-Occupational Illness or Accident

11.05 Subject to section 11.12, the employer shall, upon request, grant to each permanent employee **four (4) days per year effective the date of ratification**

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and effective July 1 2005, five (5) days per year sick leave. Absences of four consecutive working days shall be governed by section 11.02 (Wage Indemnity). The employee shall be paid at the rate of 100 percent of her daily earnings for these days, provided that:

- (a) the employee has made every reasonable effort to notify her immediate supervisor prior to the start of her shift; and
- (b) in the event that notifying her immediate supervisor is not possible, the employee has made every reasonable effort to arrange for her own replacement, acceptable to management (selected from the list of spare and casual drivers); and
- (c) if requested, the employee provides written medical evidence of her inability to report for work.

11.06 Should it become apparent at any time that a pattern of absence is developing, the employer may request that an employee undergo an independent medical examination, or that further medical evidence acceptable to the employer be furnished to substantiate any period of absence claimed to be illness.

11.07 Employees who are required to undergo such examination will continue to be paid further sick leave subject to section 11.12 only if the physician has indicated that the employee's medical condition necessitates frequent absences. When no chronic medical problem is indicated, further payment of sick leave shall cease for the remainder of the calendar year.

Illness in the Immediate Family

11.08 Effective the date of ratification leave shall be granted to a maximum of one (1) working day per year when the employee's presence in the home is required to care for or to make arrangements for the care of a family member who is ill in accordance with the following conditions:

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

11.09 For purposes of section 11.08, "Family" shall mean spouse, son, daughter, or father/mother, provided they are a permanent resident of the employee's household or "Family" shall further include common-law partner provided

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the common-law relationship has existed for the full 12 month period immediately preceding the application for leave and the employee's personnel file confirms the commencement of such relationship.

- 11.10 The employer may request a report from a qualified medical practitioner should any doubt exist as to the legitimacy of an application for such leave.

Medical, Dental, and Optical Appointments and to Attend Funerals

11.11 When it is not possible for employees to arrange medical, dental and/or optical appointments for themselves or a family member (as defined in section 11.09), outside their regular hours of work, or attend funerals, employees who normally work a five day work week will be granted a maximum of ten hours with pay per calendar year over and above the provisions laid out in section 11.05 to be used for medical, dental and/or optical appointments, or to attend funerals.

11.12 If in the current calendar year an employee has been granted all paid leave as defined in sections 11.05 and 11.11 further leave payments beyond those listed shall be reduced to 50 percent of the employee's regular pay for each hour of leave taken for the remainder of the calendar year.

Attendance Bonus

11.13 An employee who is not absent from work for any reason described in Article 11 (excluding section 11.11) shall become entitled to an attendance bonus payment equivalent to one-third a normal day's pay based on the employee's normal straight time earnings. Such payment shall be granted for each calendar month during which no sick leave was taken.

11.14 Attendance bonus entitlements shall be accumulated to December 31 of each year and paid to entitled employees by January 31 of the following year.

11.15 For purposes of the attendance bonus, employees who normally work a five day work week shall be allowed a maximum of ten hours for medical, dental or optical appointments in any calendar year without forfeiting their entitlement to the attendance bonus.

Long Term Disability

11.16 Permanent employees working a minimum of 15 hours per week who are continuously disabled due to a non-occupational illness or accident for a period in excess of 17 weeks may be eligible to receive Long Term Disability payments. The carrier will determine whether an employee is eligible to receive long-term disability payments under the provisions of the long-term disability plan. Any questions regarding an employee's eligibility

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for long-term disability benefits shall be a matter between the employee and the carrier and cannot be a grievance arbitrable under this collective agreement. Such matters must be pursued under the terms of the long-term disability plan.

- 11.17 Payments will be based upon an amount equal to 60 percent of the employee's earnings based upon her normal straight time earnings to a maximum benefit of \$3,000.00 per month.
- 11.18 Long Term Disability payments shall continue until the employee is able to return to full time employment, reaches age 65, or ceases to meet the entitlement conditions of the insurer, whichever is earlier.
- 11.19 Effective the first of the month following completion of the employee's probationary period or 90 calendar days of continuous employment, whichever comes first, 100% of the premium for the Long Term Disability Plan will be paid by the employee and 75% of the premium payment will be reimbursed to the employee on a monthly basis.

Extended Health Care

- 11.20 On the first of the month following 60 days of continuous employment, all permanent employees (excluding casual drivers) will be enrolled in an Extended Health Care Plan.
- 11.21 Premium costs for this Plan will be cost shared on the basis of 90 percent payment by the employer and 10 percent by the employee.

Dental Care

- 11.22 On the first of the month following 60 days of continuous employment, all permanent employees (excluding casual drivers) will be enrolled in a Dental Plan.
- 11.23 Premium costs for the dental plan will be cost shared on the basis of 75 percent payment by the employer and 25 percent by the employee.
- 11.24 Vision Care
 - (a) Effective the date of ratification, permanent employees are eligible to receive a vision care allowance once every two years to a maximum of \$250.00 including \$150 for prescription sunglasses.
 - (b) The allowance in 11.24 (a) will be paid to the total amount of submitted receipts for prescription eyeglasses and sunglasses, or contact lenses and/or eye exams for the employee and any member of the employee's immediate family as defined in Article 11.09.

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Injury on Duty Leave

- 11.25 Employees who are injured on the job and have their claim approved by the Worker's Compensation Health and Safety Board shall be granted Injury on Duty Leave with pay for such reasonable period as may be determined by the employer.
- 11.26 Where such leave is granted, the employee shall assign to the employer all payment received from Worker's Compensation for loss of wages covering the period of Injury on Duty Leave.
- 11.27 However, notwithstanding section 11.25, payment of Injury on Duty leave will not exceed the number of days of absence approved by the Worker's Compensation Health and Safety Board.

ARTICLE 12 REGISTERED RETIREMENT SAVINGS PLAN

- 12.01 All permanent employees shall enrol in the employer's Group Registered Retirement Savings Plan.
- 12.02 Subject to the specific provisions of federal pension legislation, the employer shall make Registered Retirement Savings deductions from the gross pay of permanent employees for each bi-weekly pay based on the following scale:
- 1.25% contributed by the employee,
 - 2.75% contributed by the employer;
 - 3.25% contributed by the employer effective July 1, 2005,
 - 3.75% contributed by the employer effective July 1, 2006.
- 12.03 All monies remitted on behalf of the employee shall be immediately vested with the employee.
- 12.04 Employees cannot withdraw from the Group Registered Retirement Savings Plan until termination or retirement from their employment with the City of Whitehorse with the exception of withdrawals for home ownership, Lifetime Learning Plan, settlements from marriage break-ups, or if the employee is on Long Term Disability, and/or for the registration of the employee or employee dependent at a recognized educational institution.

ARTICLE 13 SHOP STEWARD

- 13.01 The union may select or appoint Shop Stewards to represent the employees and the union shall notify the employer as to the name of each Shop Steward. The employer agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.

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- 13.02 When the employer for any reason finds it necessary to terminate a Shop Steward, the union shall be notified in writing of such termination.
- 13.03 The Shop Steward shall be given time off with pay to investigate complaints of an urgent nature or a grievance, to meet with management for the purpose of dealing with grievances, and to attend meetings called by management. The Shop Steward shall, where possible, obtain the permission of the Transit Manager or her designate before leaving her work and shall report back to the Transit Manager or designate before resuming normal duties. Permission shall not be unreasonably withheld.
- 13.04 Employees shall have the right to be accompanied by a Shop Steward to any meeting called by management, the purpose of which is to investigate any allegation that may lead to discipline, where formal discipline is actually being handed out or to attend a hearing at any level in the grievance procedure. The employer will make every reasonable effort to provide the employee at least 24 hours notice of such a meeting.
- 13.05 Where operational requirements permit, the employer will grant leave without pay to employees who exercise authority as a union officer or Shop Steward to undertake training related to their duties, attend conventions of the union, the Federation of Labour or Canadian Labour Congress. Such leave shall not be unreasonably withheld.
- 13.06 The employer will grant Leave Without Pay to a maximum of four employees for the purpose of attending contract negotiations on behalf of the union. The employer agrees that while employees are attending contract negotiation meetings, the employer shall continue benefit contributions.
- 13.07 The employer shall administer leave without pay covered under this article by continuing the employee's pay and billing the union the amount of pay the employee would have lost.
- 13.08 The employer agrees, subject to conditions set out in section 9.46, to grant a leave without pay for the employee's scheduled hours of work to an employee who is elected as the Yukon Employee's Union component President.

ARTICLE 14 GENERAL PROVISIONS

- 14.01 Any employee suffering injury while on the job must report the injury immediately or as soon as practicable to her Supervisor.
- 14.02 Authorized agents of the union shall have access to the employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the agreement is being adhered to in the operation.

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- 14.03 Every bus used by the employer, whether owned by or hired by the employer or leased to or by it, shall be operated by employees of the employer who are members of the union. Notwithstanding the foregoing, the employer may operate a city bus subject to the agreement of individual members of the bargaining unit or under extenuating circumstances. The employer agrees to provide reasonable advanced notice where practicable.
- 14.04 No member of the bargaining unit shall be laid off, lose employment or have her hours of work reduced as a result of contracting out or leasing unless otherwise mutually agreed to by both parties.
- 14.05 Employees have to clean buses and do light housekeeping. This is to be included in an employee's shift with pay.
- 14.06 All employees hired as drivers shall be given a minimum of five shifts orientation to ensure safety and knowledge of routes by a pre-qualified bus driver on a rotating basis. All drivers will be given the opportunity for pre-qualifying training.
- 14.07 If employees are required by the employer to attend courses to upgrade them for their job, the employer shall reimburse them for the cost of taking such courses. No employee shall suffer a loss of pay as a result of attending such courses.
- 14.08 Staff meetings shall be time with pay for all employees in attendance.
- 14.09 All regular shift hours lost by an employee due to necessary attendance in completing a driver's examination or doctor's examination required by the employer shall be paid for by the employer at the rate of pay applicable to said employee.
- 14.10 The employer shall provide the Chief Steward and local union office with a copy of any written record of disciplinary action (including reprimands) which is to be recorded in an employee's file.
- 14.11 Adequate washroom facilities will be provided by the employer at the employer's establishment and kept in a sanitary condition. Employees will co-operate by observing the simple rules of cleanliness.
- 14.12 The employer, whenever possible within reason, will supply electrical plug-ins for employee's vehicles during the winter months.
- 14.13 Safety Boot Allowance
- (a) Effective the date of ratification, all full time permanent employees designated by the Employer as requiring safety boots shall be eligible to receive a \$90 safety boot allowance on April first each year.
 - (b) To be eligible for the safety boot allowance, employees must have completed one (1) full year of continuous employment. The allowance will be paid within one (1) month of the eligibility date.

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14.14 To be eligible for the safety boot allowance, employees must have completed one full continuous year of service. The allowance must be claimed within two months of the eligibility date.

ARTICLE 15 SENIORITY/RECALL

15.01 The employer shall at least once every three months post in a conspicuous place on its premises a current list of employees covered by this agreement showing the date when each commenced her employment with the employer. The employer shall forward a copy of each list to the Shop Steward and to the local union office in Whitehorse.

15.02 In the event of layoffs, seniority shall be recognized. The principle of the last person on, first person off shall prevail, providing she is qualified.

15.03 The employer shall give permanent and spare employees at least 30 days notice in writing that they are going to be laid off, and such notice shall give the effective date of the layoff. If the employer fails to provide notice as per this section, the employer shall provide pay in lieu of the notice period.

15.04 A laid off employee shall retain her seniority and recall rights with the employer for 12 months after the date of layoff.

15.05 If a laid off employee is called back to work within her right to recall period, there shall be deemed to have been no break in such employee's seniority with the employer by reason of such layoff.

15.06 A laid off employee who is recalled within her right to recall period shall retain the annual vacation accrual rate that she was entitled to on her date of layoff, but she shall not accrue any type of leave for the period she was laid off.

15.07 An employee's seniority rights shall be deemed lost and her employment deemed terminated when:

- (a) she leaves the employment of the employer voluntarily; or
- (b) she is discharged by the employer and such discharge is not reversed through procedures instituted under the Grievance Procedure of this agreement; or
- (c) her rights to recall under section 15.04 of this article have expired.

15.08 If an employee is transferred to employment that is outside the bargaining unit, she shall retain her seniority rights and accrue seniority rights in the bargaining unit for a period of six months commencing from her first day of transfer out of the bargaining unit. After the six-month period has expired, such an employee shall lose all her seniority rights to the employment coming within the bargaining unit, within six months of her first day of transfer out, she shall retain all her seniority in the bargaining unit plus the

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seniority she has accrued for the period that she was employed outside the bargaining unit.

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

ARTICLE 16 PROBATION

- 16.01 When new bus drivers are hired into a permanent position, they shall be on probation until they have worked for 35 scheduled shifts or 90 calendar days, whichever accrues first.
- 16.02 All other classifications shall be on probation for the first 60 worked shifts.
- 16.03 Employees who are successful in bidding or competing for different positions, with the exception of spare drivers to permanent driver positions, shall be on probation as outlined above.
- 16.04 During the probationary period, seniority will not be applicable for newly hired permanent employees; however, when the probationary period is completed, seniority will commence from the original date of hiring.
- 16.05 A permanent employee or spare driver who has been laid off and re-enters the employ of the employer into the same position she previously held within the 12 months of her right-to-recall period shall not be required to serve another probationary period.
- 16.06 A permanent employee or spare driver who has been laid off and re-enters the employ of the employer in a different position from that which she previously held within the 12 month right-to-recall period, shall be required to serve 75 percent of the probationary period as outlined in sections 16.01, 16.02 and 16.03 of this article.

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ARTICLE 17 JOB POSTING, BIDS, OR EXTRA WORK

Job Posting

- 17.01 When a vacancy or when a new position is created within the bargaining unit, the employer shall post such notices internally for a minimum of seven calendar days, with the exception of a permanent bus driver vacancy which will be covered by a bidding process described in 17.02 and 17.03.
- 17.02 When a vacancy comes open in a bus driver position in excess of three (3) working weeks, and if such vacancy is of a temporary nature, it will be filled on a bid by permanent drivers based on seniority. In the event no permanent full-time driver bids, the vacancy will be assigned to spare drivers on an equitable basis on a weekly rotation. The successful bidder shall revert to her permanent position upon the expiration of the temporary vacancy. Spare drivers must notify the employer on a quarterly basis, or otherwise as mutually agreed by the Parties, of times (A.M. and/or P.M.) of non-availability.
- 17.03 When a vacancy comes open in a bus driver position of less than three (3) working weeks, such vacancy will be assigned to spare drivers on an equitable basis, subject to availability. Spare drivers must notify the employer on a quarterly basis, or otherwise as mutually agreed by the Parties, of times (A.M. and/or P.M. and days of the week) of availability. A spare driver will not be required to work during a period of non-availability. A spare driver may only refuse work during a period of availability for just cause, when they are not on the work schedule, or have failed to be given 12 hour's notice.
- 17.04 When applications are received from employees, then the employee that has the most seniority shall be given the new job provided she is qualified.
- 17.05 Where possible the employee who is successful will commence work in the position on the first day the position is vacant.

Bids

- 17.06 Subject to Letter of Understanding #2, at least twice per calendar year bus drivers (excluding casuals) and the full time Service Person shall have the opportunity to bid for the A.M. or P.M. shift (including the handy-bus A.M. or P.M. shift and the full time Service Person position). Such bids to be determined in accordance with seniority as per Article 15.

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Extra Work

- 17.07 When extra work (non-scheduled) is available in a bus driver position, such work will be offered to permanent, full-time drivers on a rotating basis based on seniority. If an employee refuses extra work (non-scheduled), the next person on the list will be offered the extra work (non-scheduled). A refusal will mean forfeiture of extra work (non-scheduled) until the employee's name is once again at the top of the roster. In the event no permanent full-time driver accepts, the work will be assigned to spare drivers on an equitable basis subject to section 17.03.
- 17.08 Extra work as covered by section 17.07 may not exceed 90 days. Time limits may be expanded by mutual agreement of the parties.
- 17.09 If a vacancy in a bus driver position is permanent, spare drivers shall be allowed to bid and the position shall be awarded on seniority.

ARTICLE 18 SAFETY PROVISIONS

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

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the worker and it will be removed from the driver/vehicle assignment sheet and placed in the out of service category until repaired.

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

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ARTICLE 19 UNIFORMS

- 19.01 An employee must furnish at her own expense suitable clothing, shoes, gloves and winter weather protective clothing in order to perform her job efficiently and safely.
- 19.02 The employer will purchase gloves that will be assigned to each vehicle for the use of the driver when working. **Service Persons** shall receive gloves as required and, once per year, three pair of coveralls. The washing of the coveralls will be the responsibility of the employer.
- 19.03 The employer will supply insulated coveralls in the shop for the **Service Persons'** use. Such coveralls will be the property of the employer.
- 19.04 Should the employer decide to initiate the use of driver uniforms, prior consultation will be held with the employees.

ARTICLE 20 GRIEVANCE PROCEDURE

- 20.01 The purpose of this procedure is to resolve disputes that arise under this agreement in a fair and expeditious manner.
- 20.02 The union and/or employee may file a grievance alleging a violation of this agreement.
- 20.03 A grievance is filed when delivered in writing to the employer and on the appropriate form. The grievance shall indicate under which article or articles the griever is alleging violation.
- 20.04 A grievance of an employee shall not be deemed to be invalid by reason only of the fact it is not in accordance with the form supplied by the employer **or the union**.
- 20.05 The Manager is authorized to receive grievances on behalf of the employer. The employer shall provide a receipt to the person delivering the grievance stating the date it was received.
- 20.06 Unless otherwise provided for in this agreement, a grievance shall be filed within 15 working days after the cause of the grievance arose or within 15 working days from the time the griever first became aware of the cause or incident that gave rise to the grievance. Prior to proceeding to section 20.07, an employee shall confer with the Transit Manager regarding the alleged violation of this agreement to try and resolve the difference. Unless the parties agree otherwise, such time to confer shall be included in the 15 working days referred to in section 20.06.
- 20.07 Unless otherwise provided in this agreement a grievance shall be settled with recourse to the following steps, if needed:
- Level I – Division Director

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Level II – City Manager

Level III – Mediation

Level IV – Arbitration

- 20.08 The union and management may consult concerning any grievance at any level of the grievance procedure.
- 20.09 Any time limits in the grievance procedure may be extended by consent of the parties.
- 20.10 The employer shall not intimidate or threaten an employee who files or wishes to file a grievance, or offer her any advantage in exchange for not filing, or withdrawing, her grievance.
- 20.11 A decision made at any level of the grievance procedure is not binding on the parties unless it is in writing, signed by the decision-maker, and delivered to the parties either by hand or by double-registered mail.
- 20.12 An employee may be accompanied by and/or represented by a Shop Steward or union representative at any meeting or hearing pursuant to this article.
- 20.13 The Level 1 procedure is as follows:
- (a) Within ten days of receiving the grievance, the appropriate Director will conduct a hearing. The Director will render a decision and forward it to the union and the grievor as per section 20.11 within ten days of conducting the hearing.
 - (b) If the appropriate Director fails to do so, the union may invoke the Level 2 procedure after the tenth day following the filing of the grievance.
- 20.14 The Level 2 procedure is as follows:
- (a) The union may present the grievance to the City Manager within ten days of receiving the Level 1 decision or pursuant to 20.13(2).
 - (b) The grievance is deemed to be presented to the City Manager when given in writing to the City Manager. The City Manager shall provide a receipt to the person delivering the grievance stating the date on which it was received by the City Manager.
 - (c) The City Manager shall conduct a hearing within 20 days and render a decision within ten days of conducting the hearing. The decision shall be communicated to the union and the grievor as per section 20.11.
- 20.15 The Level 3 procedure is as follows:
- (a) Either Party may make a written request for mediation within 20 days of receiving the Level 2 decision.

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- (b) The request for mediation shall be forwarded to the other party, who shall provide a receipt stating the date the request was received.
- (c) The union and the employer shall determine mutually acceptable terms for hiring a mediator, including time frames for conducting the mediation. If the parties fail to agree, either party may invoke the Level 4 procedure.
- (d) The parties to this agreement may establish a list of local Yukon mediators acceptable to them, which list may be established from time to time, or when the need for a mediator arises.
- (e) The employer and the union shall each pay one half of any fees or expenses related to mediation.
- (f) If the mediation is successful, the mediator shall write down the terms of settlement, and deliver them to the parties as per section 20.11.
- (g) If the mediation is unsuccessful, the mediator shall confirm this in writing, and forward it to the parties as per section 20.11.
- (h) The failure of mediation is deemed to occur on the date that the union and the employer receive the letter from the mediator under section 20.15(7), and if this date is different for each party, the later date.
- (i) Mediation attempts are settlement discussions, and any offers or counter offers made during mediation discussions shall not be used as evidence at a later arbitration hearing.

20.16 The Level 4 procedure is as follows:

- (a) Either the employer or the union may request arbitration by letter to the other party within 30 days of the failure of the mediation if requested under section 20.15(1) or within 30 days of receiving the Level 2 decision.
- (b) The employer or the union, as the case may be, shall give the other party a receipt stating the date of receiving the request for arbitration.
- (c) Either party to this agreement may refer any grievance to a mutually agreed upon Arbitrator who shall have the power to determine whether any matter is arbitrable within the terms of this agreement. If the parties fail to agree on an Arbitrator either party may request the Minister of Labour to make an appointment.
- (d) In addition to any powers contained in this agreement, the arbitrator has all the powers granted to arbitrators under Part 1 of the *Canada Labour Code*.
- (e) The arbitrator shall hear the grievance as soon as possible, and render a decision within 30 days. The decision, once forwarded to the parties

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in accordance with section 20.11, is final and binding on each party and any employee affected by it.

- (f) The arbitrator may determine whether a grievance is arbitrable.
- (g) The arbitrator may amend a grievance, modify penalties, waive time limits, or make a ruling concerning any procedural irregularity.
- (h) Each party shall pay one half of the fees and expenses of the arbitrator.

ARTICLE 21 LONG SERVICE BONUS

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

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

ARTICLE 22 SEVERANCE

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

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

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

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

22.05 An employee who has 20 years or more of continuous service shall upon resignation receive severance as outlined in section 22.03 to a maximum of twenty-eight (28) weeks.

ARTICLE 23 HARASSMENT

23.01 The parties agree to be bound by the Harassment Administrative Directive of the City of Whitehorse. The City is free to amend the Administrative

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Directive from time-to-time and agrees to consult with their employees in policy review.

- 23.02 Members of the bargaining unit may choose to exercise their right under Article 20 alleging violation(s) of the Harassment Administrative Directive. Levels 1 and 2 of the Grievance procedure may be omitted in such cases if the employer designate is an alleged harasser.
- 23.03 Investigations pursuant to a grievance filed by a member of the bargaining unit will be conducted by a mutually agreed upon independent investigator if requested by the union. The parties will share equally the cost of such investigation.
- 23.04 Any investigation carried out as a result of a complaint filed pursuant to this article will provide a copy of the report and any recommendations to the union and to the grievor in the case of a grievance.

ARTICLE 24 DISCIPLINE

- 24.01 The employer will take disciplinary action only where there is just cause and upon the principles of progressive discipline.
- 24.02 The City Manager may dismiss an employee for just cause. A Division Head may suspend an employee for just cause. The Department Manager may proceed to the written warning stage of the progressive discipline procedure for just cause.
- 24.03 Before any disciplinary action is taken against an employee, the employer shall give the employee an opportunity, as soon as possible at a time and location convenient to the employee and employer, to present her version of the facts to the employer either alone or, if the employee wishes, with a union representative present.
- 24.04 If any disciplinary action is taken against an employee, the employer will give the employee written notice of the specific disciplinary action taken, the reasons for it, and the effective date it commences.
- 24.05 No evidence of disciplinary action may be introduced at a hearing related to discipline if the employee has attained a 12-month period without further disciplinary action being taken against her. Should no further disciplinary action be taken during the time period specified herein, the document shall then be removed from the personnel file and forwarded to the employee concerned for destruction.
- 24.06 An employee shall have access to her personnel file upon request, in the presence of the employer, and may have a copy of any document if she wishes.

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24.07 If the employee consents in writing, the union representative may have the same rights as the employee in section 24.06.

ARTICLE 25 BULLETIN BOARD

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

ARTICLE 26 JOINT CONSULTATION

26.01 A Labour-Management Relations Committee shall be appointed consisting of at least two representatives for the union and two of the employer in attendance. The union may appoint a maximum of three representatives to the Committee. The Committee shall meet on request of either party for the purpose of discussing all matters of mutual concern. The Committee shall have the power to make recommendations to the union and to the employer.

26.02 The employer is responsible for preparing the agenda and ensuring that minutes are distributed as soon as possible. The parties will both sign the minutes of each meeting. Such minutes will then be posted for the information of all employees. Provision for typing of the minutes will be made by the employer.

26.03 Time spent by employees in carrying out the functions of the Committee shall be considered to be time worked.

26.04 As much as reasonably practicable, meetings of the Committee shall take place at such times that the representatives of the union shall not be incurring overtime hours while in attendance at the meetings.

ARTICLE 27 STRIKES, LOCKOUTS, AND PICKET LINES

27.01 The employer agrees that it will not cause or direct any lockout of its employees during the term of this agreement.

27.02 The union agrees that there will be no strike, work stoppage, or slowdown during the term of this agreement. The union agrees that if any such action takes place, it will repudiate it forthwith and require the employees to return to work.

27.03 Employees covered by this agreement shall have the right to refuse to cross a picket line. No employee shall be disciplined by the employer for exercising the right guaranteed in this section. Any employees exercising their right under this section will not be paid for time not worked.

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27.04 Notwithstanding section 27.03, the parties agree to meet in the event of a strike by another bargaining unit in order to make every reasonable effort to provide Handy-bus service during the labour dispute.

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ARTICLE 28 GENDER PARITY

28.01 The City recruits employees based on the merit principle. However, the City wishes to recognize the Transit Department's unique history and may consider gender balance in its recruitment and hiring practices. The City agrees to include a member of the bargaining unit, appointed by the union, to participate fully in the selection process.

ARTICLE 29 TECHNOLOGICAL CHANGE

29.01 Technological change means:

- (a) The introduction by the employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by the employer in the operation of the work, undertaking or business; and
- (b) A change in the manner in which the employer carries on the work, undertaking, or business that is directly related to the introduction of that equipment or material.

29.02 When the technological change is likely to affect the terms and conditions or security of employment of a significant number of employees, the employer shall give notice of technological change to the Union at least one hundred and twenty days prior to the date on which the technological change is to be affected.

29.03 A detailed description of the notice referred to in 30.02 shall be in writing and shall provide:

- (a) The nature of the proposed technological change;
- (b) The date on which the employer proposed to effect the technological change;
- (c) The names of the employees who will initially be likely to be affected by the proposed technological change;
- (d) The effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected; and the rationale for the change.

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ARTICLE 30 DISCRIMINATION

30.01 There shall be no discrimination, interference, restriction or coercion with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, creed, age, colour, national origin, political or religious affiliation, sex, marital status, sexual orientation, mental or physical disability, nor by reason of his membership or activity in a trade union.

ARTICLE 31 SAVINGS CLAUSE

31.01 If any article or section of this agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this agreement or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

31.02 In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement of such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

ARTICLE 32 DURATION

32.01 This agreement shall be binding and remain in effect from July 1, 2004 to June 30, 2008.

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

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

32.04 Within four months preceding the termination of this agreement, either party may by written notice require the other party to begin bargaining collectively

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with a view to the conclusion, renewal, or revision of this collective agreement.

32.05 This agreement may be amended by mutual consent.

32.06 Where notice to commence collective bargaining has been given under section 30.04, the employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees in the bargaining unit which was in force on the day on which the notice was given until a renewal or revision of the agreement, or a new collective agreement, has been concluded.

SIGNED at the City of Whitehorse, Yukon Territory this 24th day of September 2004.

City Of Whitehorse

Public Service Alliance Of Canada

SUMMARY OF ECONOMIC INCREASES

Year 1:	2.50% in wages
Year 2:	2.50% in wages
Year 3:	2.50% in wages
Year 4:	3.00% in wages

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SCHEDULE “A”

PAY SCHEDULE PERMANENT EMPLOYEES

JULY 1, 2004 TO JUNE 30, 2008

Classification	Pay Range	Hourly Rate			
		July 1 2004	July 1 2005	July 1 2006	July 1 2007
Service Person	5	20.95	21.47	22.01	22.67
	6	21.83	22.38	22.94	23.63
Bus Driver/Handy-Bus Driver	7	22.80	23.37	23.95	24.67
	8	23.79	24.38	24.99	25.74
Trainee Bus Driver	80% of Driver Rate	18.24	18.70	19.16	19.74
A Bus Driver will receive a \$1.00 per hour premium for all hours worked while orienting others in accordance with section 14.06.					

PAY SCHEDULE CASUAL EMPLOYEES

JULY 1, 2004 TO JUNE 30, 2008

Classification	Pay Range	Hourly Rate			
		July 1 2004	July 1 2005	July 1 2006	July 1 2007
Service Person	5	20.69	21.21	21.74	22.39
	6	21.56	22.10	22.65	23.33
Bus Driver/Handy-Bus Driver	7	22.52	23.08	23.66	24.37
	8	23.50	24.09	24.69	25.43
Trainee Bus Driver	80% of Driver Rate	18.01	18.46	18.92	19.49
A Bus Driver will receive a \$1.00 per hour premium for all hours worked while orienting others in accordance with section 14.06.					

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LETTER OF UNDERSTANDING #1

RE: Casual Employees

BY AND BETWEEN: THE CITY OF WHITEHORSE

AND: PUBLIC SERVICE ALLIANCE OF CANADA,
LOCAL Y022

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

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

IN WITNESS WHEREOF the parties hereto have affixed their signatures by the officers designated in that behalf on May 20, 2004.

For the City of Whitehorse:

Bill Newell

May 20, 2004

Date

For PSAC Y022:

Jim Brohman

May 2004

Date

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LETTER OF UNDERSTANDING #2

RE: Grand Fathering of Full Time Service Person

BY AND BETWEEN: THE CITY OF WHITEHORSE

AND: PUBLIC SERVICE ALLIANCE OF CANADA,
LOCAL Y022

Pursuant to the terms of the Collective Agreement between the above-mentioned parties, it is agreed that, while the incumbent full time Service Person remains in the position, it will be excluded from the bid process described in Section 17.06.

IN WITNESS WHEREOF the parties hereto have affixed their signatures by the officers designated in that behalf on July 29, 2004.

For the City of Whitehorse:

Bill Newell

July 29 2004
Date

For PSAC Y022:

Jim Brohman

July 29 2004
Date