

Collective Agreement – Transit

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 of three working weeks or more, it will be filled on a bid by permanent drivers based on seniority, provided the driver is available to fulfil the first seven weeks of the term. The successful driver will forfeit her right to bid on subsequent vacancies that may arise while filling the vacancy. The successful driver will revert to her previous position once the term is complete. In the event no permanent driver bids, the vacancy will be assigned to spare drivers on an equitable basis on a weekly rotation.
- 17.03 When a vacancy comes open in a bus driver position of less than three 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.

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Bids

- 17.06 At least twice per calendar year, bus drivers (excluding casuals) shall have the opportunity to bid for the A.M. or P.M. shift (including the handy-bus A.M. or P.M. shift). The incumbent serving as the Service Bay Person on the date of ratification shall have the opportunity to participate in the shift bid process. During the life of this Collective Agreement only (July 1, 2008 – August 31, 2009), the Service Bay Person will be given an opportunity to bid into a Spare Driver position. Notwithstanding the foregoing, should the incumbent Service Bay Person lack sufficient seniority to bid into a permanent full time Driver position during the life of this Collective Agreement (July 1, 2008 – August 31, 2009), she will be given an opportunity to bid into a Spare driver position. Such bids are to be determined in accordance with seniority as per Article 15.

Extra Work

- 17.07 When extra work (non-scheduled) is available in a bus driver position, such work will be offered to permanent drivers based on seniority. If an employee refuses extra work, the next person on the list will be offered the extra work. In the event no permanent driver accepts, the work will be assigned to spare drivers based on reverse seniority.
- 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.).

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- 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 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 employee to sit as a member of the City of Whitehorse Safety Committee.
- 18.06 First Aid kits are the responsibility of the employer. Employees shall advise the employer if materials are removed. Replacement of the materials will be the responsibility of the employer, and as such replacement is to be within three days of notification.
- 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.

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- 18.12 If an employee involved in an accident is required to report to the R.C.M.P. immediately, a relief employee 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 is the fault of the employee.

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 work gloves that will be assigned to each driver 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 14 working days after the cause of the grievance arose or within 14 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

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otherwise, such time to confer shall be included in the 14 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
 - 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:
- (1) 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.
 - (2) 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:
- (1) 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).
 - (2) 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.
 - (3) 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.

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20.15 The Level 3 procedure is as follows:

- (1) Either Party may make a written request for mediation within 20 days of receiving the Level 2 decision.
- (2) The request for mediation shall be forwarded to the other party, who shall provide a receipt stating the date the request was received.
- (3) 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.
- (4) 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.
- (5) The employer and the union shall each pay one half of any fees or expenses related to mediation.
- (6) 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.
- (7) If the mediation is unsuccessful, the mediator shall confirm this in writing, and forward it to the parties as per section 20.11.
- (8) 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.
- (9) 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:

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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*.

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- (5) The arbitrator shall hear the grievance as soon as possible, and render a decision within 30 days. The decision, once forwarded to the parties in accordance with section 20.11, is final and binding on each party and any employee affected by it.
- (6) The arbitrator may determine whether a grievance is arbitrable.
- (7) The arbitrator may amend a grievance, modify penalties, waive time limits, or make a ruling concerning any procedural irregularity.
- (8) 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 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 Directive from time-to-time and agrees to consult with their employees in policy review.

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- 23.02 Members of the bargaining unit may choose to exercise their right under Article 20 alleging violation 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 the following periods without further disciplinary action being taken against her:

| | |
|-------------------|-----------|
| Oral Reprimand | 6 months |
| Written Reprimand | 6 months |
| Suspension | 12 months |

Should no further disciplinary action be taken during the times 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.
- 24.07 If the employee consents in writing, the union representative may have the same rights as the employee in section 24.06.

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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 for 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.

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:

- (1) 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
- (2) 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 **29.02** shall be in writing and shall provide:

- (1) The nature of the proposed technological change;
- (2) The date on which the employer proposed to effect the technological change;
- (3) The names of the employees who will initially be likely to be affected by the proposed technological change;
- (4) 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.

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, **gender identity**, mental or physical disability, nor by reason of his membership or activity in a trade union.

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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

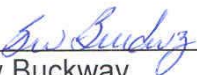
- 32.01 This agreement shall be binding and remain in effect from July 1, 2008 to August 31, 2009.
- 32.02 Unless otherwise specified, all provisions of this agreement take effect on the ratification date.
- 32.03 The provisions of this agreement, including the provisions for processing of grievances 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 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.


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SIGNED at the City of Whitehorse, Yukon Territory, this 12th day of December 2008.

THE CITY OF WHITEHORSE

Per:


Bev Buckway
Mayor



Robert Ferndrick
City Clerk


Dennis Shewfelt
City Manager

PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL YO 22

Per:


Jim Brohman
Regional Representative, PSAC


Jean-Francois Des Lauriers
Regional Vice-President, PSAC

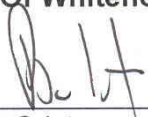
NEGOTIATED BY:

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION


City Of Whitehorse

Public Service Alliance of Canada


Brian Crist


Jim Brohman, Regional Representative


Dave Muir


Sean Glavine


M. J. Morris


Nannce Artemenko


Karen Brost


John Mahoney