

CITY OF WHITEHORSE
REGULAR Council Meeting #2022-14

DATE: Monday, June 27, 2022

TIME: 5:30 p.m.

Mayor Laura Cabott
Deputy Mayor Ted Laking
Reserve Deputy Mayor Kirk Cameron

AGENDA

CALL TO ORDER 5:30 p.m.

AGENDA Adoption

PROCLAMATIONS

MINUTES Regular Council meeting dated June 13, 2022

DELEGATIONS Ted Hupé – Zoning Amendment 151 Black Street

PUBLIC HEARING Zoning Bylaw Amendment - 151 Black Street

STANDING COMMITTEE REPORTS

Public Health and Safety Committee – *Councillors Cameron and Curteanu*

Traffic Calming Measures on Residential Streets – For Information Only

Camping Within City Limits and Emergency Housing Resources – For Information Only

Harm Reduction Resources – For Information Only

Corporate Services Committee – *Councillors Friesen and Cameron*

2021 Financial Statements

Fees and Charges Amendments – 2nd Quarter Changes

Forthcoming Procurements (July and August) – For Information Only

Semi-Annual Procurement Report (January to June) – For Information Only

Economic Development Strategy – Budget Amendment

Association of Yukon Communities Board Member Appointment

Report on Federation of Canadian Municipalities Conference – For Information Only

First Nations 101 Training – For Information Only

Notice of Motion re: Municipal Charges and Community Services Grants Policy and City Grant Policy

City Planning Committee – *Councillors Boyd and Laking*

Zoning Amendment – KDFN Parcel C – 112B

Development Services Committee – *Councillors Curteanu and Murray*

City Operations Committee – *Councillors Laking and Boyd*

Update on Mary Lake Bituminous Surface Treatment – For information only

Community Services Committee – *Councillors Murray and Friesen*

Cemeteries Bylaw Amendments

Modernized Transit Route Update – For Information Only

Notice of Motion re: Modernized Transit Route Implementation

NEW AND UNFINISHED BUSINESS

Municipal Charges and Community Services Grants Policy and City Grant Policy
Modernized Transit Route Implementation
Adopt Amendments to Collective Agreements with PSAC

BYLAWS

2022-25	Adopt Amendments to Collective Agreements with PSAC	1 st Reading
2022-19	Fees and Charges Amendment (2 nd Quarter)	1 st Reading
2022-26	Zoning Amendment – KDFN Parcel C-112B	1 st Reading
2022-24	Cemeteries Bylaw Amendment	1 st and 2 nd Reading

ADJOURNMENT

MINUTES of **REGULAR** Meeting #2022-13 of the Council of the City of Whitehorse called for 5:30 p.m. on June 13, 2022, in Council Chambers, City Hall.

PRESENT: Mayor Laura Cabott
Deputy Mayor Ted Laking
Councillors Dan Boyd**
Kirk Cameron
Jocelyn Curteanu
Michelle Friesen
Mellisa Murray**

ALSO PRESENT: Interim City Manager Jeff O'Farrell
Acting Director of Community Services Krista Mroz
Director of Corporate Human Resources Lindsay Schneider
Director of Corporate Services Valerie Braga
Director of Development Services Mike Gau
Manager of Legislative Services Wendy Donnithorne

**Indicates electronic participation

Mayor Cabott called the meeting to order at 5:30 p.m.

CALL TO ORDER

2022-13-01

It was duly moved and seconded
THAT the agenda be adopted as amended with the changes being:

1. Under the Bylaw section, delete first and second reading of a Land Disposition Bylaw for the 5th and Rogers parcel; and
2. Under New and Unfinished Business, add a new item titled Update on Revised Transit Routes.

ADOPT AGENDA

Carried Unanimously

2022-13-02

It was duly moved and seconded
THAT the minutes of the Regular Council meeting dated May 24, 2022
be adopted as presented.

MINUTES

May 24, 2022

Carried Unanimously

STANDING COMMITTEE REPORTS

Public Health and Safety Committee

Aja Mason from the Yukon Status of Women Council and Nina McKinnon from the Safe at Home Society addressed the Committee to request that the City join a coordinated response to the urgent need for housing options.

EMERGENCY HOUSING
SITUATION

For Information Only

.../continued

(Continued)

The delegates noted that homelessness has almost doubled in recent months, and the number is expected to increase with the recent wave of evictions from hotels and motels to accommodate tourists. People without stable, long-term housing may have responded to individual emergent needs for temporary living spaces by camping under and on the clay cliffs. With the heightened concern surrounding the instability of the Whitehorse escarpment, camping in these areas is an increasingly unsafe option for people.

The delegates asked the City to immediately consider temporary suspension of certain provisions of the *Parks and Public Open Space Bylaw* to allow Robert Service Campground and the Takhini Arena to be reviewed and considered as centralized site camping and accommodation areas. The also asked that Bylaw Officers and other front-line City staff be given harm reduction and trauma-informed training, stressing that creating options that prioritize safety and meet this emergency are both necessary and consistent with the City's commitment to the values in the Safe at Home Action Plan.

Administration confirmed that the City is working with the Government of Yukon to consider a number of short term options, and noted that the Mayor is scheduled to meet with the Minister this week to discuss the issue.

In response to questions raised, Administration advised that no instances of camping on the escarpment have been identified, and noted that the amount of camping around the City is similar to previous years. Administration stated that the City is a government partner in the Safe at Home Initiative, and is part of a sub-group formed to identify solutions when hotel evictions started. The *Parks and Public Open Space Bylaw* specifies that camping in non-designated areas is an offence, but the City and Government of Yukon are considering short-term options if a demonstrated need is identified.

With respect to training for frontline staff, Administration advised that a number of programs are offered to City staff throughout the year, including conflict resolution, de-escalating, FN101, and naloxone training.

Administration noted that Robert Service Campground is not a viable option at this time due to the closure of the access road and trails in the area, and also due to the pending construction project.

In response to queries regarding zoning issues, Administration advised that usage triggers zoning applications and complaints drive enforcement issues.

EMERGENCY HOUSING
SITUATION

(Continued)

For Information Only

ESCARPMENT CAMPING

For Information Only

Administration advised that the closure of Robert Service Way is expected to continue for at least another week as sheet pilings and a berm are put in place. Crews are working on the escarpment to identify new tension cracks and seepage, and a significant crack in the Takhini area is being closely monitored.

UPDATE ON ROAD AND
TRAIL CLOSURES
For Information Only

Corporate Services Committee

2022-13-03

It was duly moved and seconded
THAT Bylaw 2022-20, a bylaw to authorize the allocation of Community Service and Municipal Charges Grants for the year 2022, be brought forward for consideration under the bylaw process.

BRING FORWARD
GRANTS BYLAW
Community Service and
Municipal Charges Grants

A Council member questioned the grant allocation for the MacBride Museum and referred to a 2015 resolution that provided for the museum to receive the full amount of taxes owed.

Administration confirmed that the resolution was passed for that year, but the relevant policy was not amended. The Community Service and Municipal Charges Grant Policy and City Grant-making Policy were subsequently reviewed and adopted with revisions that made them equitable for all eligible organizations.

Discussion

2022-13-04

It was duly moved and seconded
THAT the resolution be amended to add an additional clause stating that museums that hold title to their own property be exempted from the provisions of the Municipal Charges and Community Services Grant Policy and the City Grant-making Policy and be provided with a tax grant equal to the full amount of property tax owed.

Motion to Amend

Mayor Cabott called for a 15-minute recess to allow time for all members of Council, including those participating by phone, to receive a written copy of the proposed amendment.

Recess

When the meeting resumed, Administration advised that the proposed amendment may require the amending of two policies as well as a budget amendment. Procedurally, a motion of substitution may be required rather than the motion to amend.

Administrative Advice

2022-13-05

It was duly moved and seconded

THAT the issue regarding the MacBride Museum grant allocation be referred to the Standing Committee meeting on June 20, 2022 in order to allow time for Administration to prepare information on the history of this issue and the financial implications for this year and future years.

Motion to Refer

A Council member raised concerns about the consequences to the main motion if the motion to refer is passed.

Discussion

Mayor Cabott called for a recess in order to consult with the proponent of the motion to amend.

Recess

When the meeting resumed, Councillor Friesen stated her desire to withdraw the motion to refer.

Request to Withdraw Motion

Council members unanimously agreed to the withdrawal of the motion to refer.

Motion to Refer Withdrawn

Councillor Laking stated his intention to withdraw his motion to amend and bring forward a Notice of Motion at next week's Standing Committee meeting.

Request to Withdraw Motion

Council members unanimously agreed to the withdrawal of the motion to amend.

Motion to Amend Withdrawn

Mayor Cabott called for a vote on the main motion, which was the recommendation of the Corporate Services Committee to bring forward Bylaw 2022-20 for consideration under the bylaw process.

Vote on Main Motion

Carried Unanimously

2022-13-06

It was duly moved and seconded

THAT Administration is hereby authorized to commence procurement for the preliminary and detailed engineering design of the Selkirk Pump House Multi-Barrier Treatment project.

PROCUREMENT

Selkirk Pump House
Multi-Barrier Treatment

Council members expressed concerns about the projected cost of the proposed project and the huge expenses associated with subsequent construction costs.

Discussion

Following discussion a motion was brought forward to refer this procurement back to Administration.

Discussion

2022-13-07

It was duly moved and seconded

THAT the proposed procurement for the preliminary and detailed engineering design of the Selkirk Pump House Multi-Barrier Treatment project be referred back to Administration with the direction to undertake further analysis on the question of whether there are significant public health risks with the Selkirk Aquifer; and

Motion to Refer

THAT a report on the issue be returned to Council by mid-September, 2022.

Carried Unanimously

City Planning Committee

2022-13-08

It was duly moved and seconded

THAT Bylaw 2022-23, a bylaw to amend the zoning of a parcel of vacant Commissioner's Land on Copper Haul Road to allow for an interim quarry use, be brought forward for consideration under the bylaw process.

BRING FORWARD
ZONING AMENDMENT

Interim Quarry on
Copper Haul Road

Carried Unanimously

2022-13-09

It was duly moved and seconded

THAT the Government of Yukon is hereby requested to extend the current prohibition order restricting quartz claim mineral staking in the City of Whitehorse for an additional five-year period.

REQUEST EXTENSION
OF QUARTZ CLAIM
MINERAL STAKING
MORATORIUM

Carried Unanimously

A Council member expressed concern that a number of consecutive five-year periods have drawn out a final decision on this matter.

Discussion

A 1996 Order-In-Council placed all streets, roads and lanes within municipal boundaries under the jurisdiction of the City of Whitehorse. In 2014 the City approved a subdivision and subsequent consolidation of lots along 5th Avenue between Rogers Street and Hoge Street to prepare a development parcel for the Government of Yukon.

LAND DISPOSITION
5th and Rogers Parcel
For Information Only

.../Continued

(Continued)

The Government of Yukon is now proposing to subdivide the 5th and Rogers parcel into three lots, one for a development parcel, one for a geotechnical berm, and one for the existing St. Elias Group Home.

As part of this initiative, the property owner has indicated that additional administrative processes are required to complete the land titles plan registration process associated with this subdivision. The Government of Yukon has asked for a transfer of the portions of Hoge Street and lane in order to proceed with development and complete the necessary registration processes with the Land Titles Office.

LAND DISPOSITION

(Continued)

Administration has now determined that the transfer of jurisdiction for the portions of street and lane to the Government of Yukon was accomplished when the original parcel was authorized for subdivision and consolidation in 2014 and 2016 pursuant to the provisions of the *Subdivision Control Bylaw*. This means that a land disposition process is not required and the proposed bylaw has been withdrawn.

2022-13-10

It was duly moved and seconded
THAT the Yukon Breeze Sailing Society application for conditional use approval to allow an expansion of an existing Outdoor Participant Recreation Services use at km 1.5 Chadburn Lake Road is hereby denied.

DENY APPLICATION FOR
EXPANSION OF EXISTING
CONDITIONAL USE

Yukon Breeze Sailing
Society

Carried (4 – 3)

IN FAVOUR Mayor Cabott, Councillors Boyd, Cameron, and
Curteanu

Recorded Vote

OPPOSED Councillors Friesen, Laking, and Murray

Council members expressed support for the goals and objectives of the Sailing Society, but also noted the merits of the objections received through the public input process. It was noted that the Society will be able to bring forward an alternative proposal if it wishes to do so.

Discussion

2022-13-11

It was duly moved and seconded
THAT the application for conditional use approval to allow a major home-based business at 44A Stope Way is hereby approved.

APPROVE CONDITIONAL
USE APPLICATION

44A Stope Way

Carried Unanimously

Development Services Committee

There was no report from the Development Services Committee.

No Report

City Operations Committee

There was no report from the City Operations Committee.

No Report

Community Services Committee

Mayor Cabott proclaimed June 2022 to be *National Pride Month* and June 11, 2022 to be *Motorcycle Ride for Dad Day* in the City of Whitehorse.

PROCLAMATIONS
For Information Only

Keith Lay addressed the Committee on behalf of Active Trails Whitehorse Association to allege that the construction of the alternate Pee Wee Hill trail defies logic, reverses without appropriate consultation a previous City commitment with regard to the original trail, and does not follow the requirements concerning new trail construction outlined in the Chadburn Lake Park Management Plan, the 2020 Trail Plan, and the City's Trail Development Policy.

PEE WEE HILL
ALTERNATE TRAIL
For Information Only

In response to questions raised, Mr. Lay stated that there needs to be a better way for citizens to get information to Council. He also stated the opinion that, despite a commitment made in 2017, Administration implemented a fix that does not work and now that fix needs to be corrected.

A Councillor noted that June is National Indigenous History Month, a time to recognize the history, heritage, resilience and diversity of First Nations, Inuit and Metis Peoples. She encouraged everyone to listen, learn and think about the need for Truth and Reconciliation.

NATIONAL INDIGENOUS
HISTORY MONTH
For Information Only

In response to questions raised, Administration advised that since free transit service went into effect on May 18th there has been a 19% increase in ridership on Whitehorse Transit. However, since the free service was implemented without advance notice due to the traffic issues caused by the closure of Robert Service Way, there was no opportunity to implement means to measure whether or not free transit service would have an impact on greenhouse gas emissions.

IMPACT OF FREE
TRANSIT SERVICE
For Information Only

Administration advised that the recent damage done to a portion of the Grey Mountain Trail Network occurred during the drilling of groundwater monitoring wells. The equipment used for the project was heavier than anticipated, and this is what caused the damage.

DAMAGE TO GREY
MOUNTAIN TRAIL
For Information Only

Initial remediation focussed entirely on safety, but the City is committed to remediation that will return the area to recreational value.

The Committee was advised that Councillors Curteanu and Laking attended the annual conference of the Federation of Canadian Municipalities this past weekend on behalf of the City of Whitehorse.

COUNCIL MEMBER
ACTIVITIES

It was noted that Councillor Murray was recognized at the conference for her work to engage citizens through TikTok and social media.

For Information Only

NEW AND UNFINISHED BUSINESS

Administration provided an update on the new Transit Route Schedule that will come into effect on July 1st. It was noted that the new route schedule was developed in response to the 2018 Transit Master Plan, and that the focus is on the highest frequency routes rather than on geographical coverage.

UPDATE ON NEW
TRANSIT ROUTES

Administration advised that timing on the new routes will be significantly improved, and measures are in place to assist the public with route planning.

For Information Only

BYLAWS

2022-13-12

It was duly moved and seconded
THAT Bylaw 2022-20, a bylaw to authorize the allocation of Community Service and Municipal Charges Grants for the year 2022, be given first reading.

BYLAW 2022-20

GRANT ALLOCATIONS
FIRST READING

Carried Unanimously

2022-13-13

It was duly moved and seconded
THAT Bylaw 2022-20 be given second reading.

BYLAW 2022-20

SECOND READING

Carried Unanimously

2022-13-14

It was duly moved and seconded
THAT Bylaw 2022-23, a bylaw to amend the zoning of a parcel of vacant Commissioner's Land on the Copper Haul Road to allow for an interim quarry use, be given first reading.

BYLAW 2022-23

ZONING AMENDMENT
Interim Quarry Use on
Copper Haul Road
FIRST READING

Carried Unanimously

There being no further business, the meeting adjourned at 8:10 p.m.

ADJOURNMENT

Laura Cabott, Mayor

Wendy Donnithorne, City Clerk

MEMORANDUM

FILE #: Z-05-2022

TO: Mayor and Council
FROM: Administration
DATE: June 22, 2022
SUBJECT: Public Hearing – Zoning Bylaw Amendment for 151 Black Street

Please be advised there will be a public hearing at the Regular Council meeting on June 27, 2022, to hear from interested parties related to the following Zoning Bylaw amendment.

Bylaw 2022-17, a bylaw to amend the zoning of 151 Black Street from CMW–Mixed Use Waterfront to CMW(x)–Mixed Use Waterfront (modified).

The City has received an application to rezone 151 Black Street from CMW–Mixed Use Waterfront to CMW(x)–Mixed Use Waterfront (modified). The applicant is requesting special modifications to allow an office as a single use on the site, to reduce the glazing requirement on the ground floor from 50% to 40%, and to eliminate the maximum windowsill height requirement. The current zoning permits a maximum of 50% of the ground floor to be occupied by office space and requires that all developments provide at least two uses.

The site is located on the corner of Black Street and Second Avenue and is currently vacant. Properties on the opposite side of Black Street are zoned CMW and lots to the south along Second Avenue and to the west on the other side of Second Avenue are zoned CM2–Mixed Use Commercial 2. The property to the east is zoned PU–Public Utilities.

Three members of the public have voiced opposition to the proposal and one of them has expressed intent to present at the Public Hearing. Their main concerns are that the proposal does not align with the underlying goals and vision of the zoning which seeks pedestrian-oriented uses in this location. One member of the public was opposed to the modifications to the glazing requirements and allowing a single-use as they feel the site will be empty in the evenings. The Council of Yukon First Nations and the Yukon First Nation Education Directorate have provided letters of support for the development and both are particularly supportive of the proposed Reconciliation Botanical Healing Garden which promotes public use of the property, education, and reconciliation. The landowner has also expressed intent to present at the Public Hearing.

Bylaw 2022-17 received first reading on May 16, 2022. Notices were published in the newspapers on June 10, 2022 and June 17, 2022. A notice sign was placed on the subject site and property owners within 100 metres were notified by mail. The Yukon Government Lands Department, Kwanlin Dün First Nation, and Ta'an Kwäch'än Council were notified by email.



Chelsea Fleming
Planner II

cc: Director of Development Services
Manager of Planning and Sustainability Services



Minutes of the meeting of the Public Health and Safety Committee

Date	June 20, 2022	2022-14
Location	Council Chambers, City Hall	
	Councillor Kirk Cameron – Chair	
	Mayor Laura Cabott	
Committee Members Present	Deputy Mayor Ted Laking	
	Councillor Dan Boyd**	
	Councillor Jocelyn Curteanu	
	Councillor Michelle Friesen**	
	Councillor Mellisa Murray	
	Jeff O'Farrell, Interim City Manager	
	Landon Kulych, Acting Director of Community Services	
Staff Present	Valerie Braga, Director of Corporate Services	
	Pat Ross, Acting Director of Development Services	
	Tracy Allen, Director of Operations	
	Wendy Donnithorne, Manager of Legislative Services	

** Indicates electronic participation

Your Worship, the Public Health and Safety Committee respectfully submits the following report:

1. New Business – Traffic Calming Measures on Residential Streets – For Information Only

A committee member brought forward the issue of speeding in residential neighbourhoods and asked about the process for community members to request traffic calming measures in their neighbourhoods. Administration informed the Committee that there is an online request form to submit which would initiate an investigation and subsequent recommendations by City staff. It was also noted that there is no standing budget for traffic calming measures and that requests have increased substantially in the past year. A Committee member commented on the problem of a number of streets in residential areas having a higher speed limit than the main downtown thoroughfares.

2. New Business – Camping Within City Limits – For Information Only

Given that an Emergency Response Centre to provide emergency shelter for Yukoner's who may come under evacuation order was recently established at the Canada Games

Centre, a Committee member inquired if, these resources were also available to citizens facing homelessness in the City of Whitehorse.

Administration noted that the Emergency Response Centre at the Canada Games Centre was established by the Yukon Government through their Emergency Measures Office to lodge potential evacuees and that the City has no role in the operation of it. A Committee member also inquired into amending the Parks and Public Spaces Bylaw to allow for tenting outside of a designated campground. Administration responded that they are currently in communication with the Yukon Government's Department of Health and Social Services to monitor homelessness within the City. While there has been no recent increase in the number of people tenting in the City, the Department of Health and Social Services is formulating options for potential venues should they be required. Mayor Cabott noted that she has met with the Minister of Health and Social Services to discuss options for the homelessness issue.

3. New Business – Harm Reduction Resources – For Information Only

A Councillor requested clarification on the use of City of Whitehorse social media accounts to promote harm reduction resources. Administration confirmed that they would consider appropriate messaging.



Minutes of the meeting of the Corporate Services Committee

Date	June 20, 2022	2022-14
Location	Council Chambers, City Hall Councillor Kirk Cameron – Chair Mayor Laura Cabott Deputy Mayor Ted Laking	
Committee Members Present	Councillor Dan Boyd** Councillor Jocelyn Curteanu Councillor Michelle Friesen** Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, Interim City Manager Landon Kulych, Acting Director of Community Services Valerie Braga, Director of Corporate Services Pat Ross, Acting Director of Development Services Tracy Allen, Director of Operations Wendy Donnithorne, Manager of Legislative Services Svetlana Erickson, Manager of Finance Luke Pantin, Economic Development Coordinator	

** Indicates electronic participation

Your Worship, the Corporate Services Committee respectfully submits the following report:

1. **2021 Financial Statements**

For 2021, Council adopted an operating and capital budget totalling \$174,093,569. This amount includes the initially adopted budget plus Council approved amendments made during the year. Internal reports were made available for management to measure progress against the budget throughout the year, and quarterly variance reports were presented to Council after both the second and third quarters. Per the *Municipal Act*, at year end the final statements are audited and must be forwarded to Council and then on to the Government of Yukon prior to June 30 each year.

The City's Auditors completed their review of the statements, schedules, and notes which were presented to the Committee as Appendix A of the report. They confirmed

that these statements fairly present the financial position of the City of Whitehorse as of December 31, 2021.

At the end of 2021 the City's overall financial position had improved, with the accumulated surplus increasing by just over \$16,770,040 to \$529,021,602.

While the City's reserves hold over \$63.3 million, the bulk of the accumulated surplus is already spent and has been invested in infrastructure known as tangible capital assets. The City's total reserve and general surplus levels are within acceptable ranges given the extent of the overall financial framework.

As the Water and Sewer Services of the City are operated as a separate utility, it is necessary to break out the operating costs as shown in Schedule 2 of Appendix A of the report. The schedule shows a surplus of \$332,592 which, in order to maintain the separation between taxpayer funded activities and the operations of the utility, must be returned to rate payers. The surplus is the result of administrative expenses falling below budgeted levels as well as a carry forward of surplus' from prior years. The balance in this reserve as of December 31, 2021 is \$14.7 million.

As part of their engagement, the City's Auditors annually provide suggestions for improvements to the City's financial control systems. No items of concern were brought forward, however the Auditors recognized ongoing process improvements and encouraged this to continue specifically in the following areas:

- Inter-departmental communication enhancements
- Employee Off-boarding Procedures
- Continued Cybersecurity Enhancements

Committee members expressed concerns with the required format of the financial report. Administration reported that a more user friendly analysis is being prepared and will form part of the City's 2021 Annual report. Committee members also asked for clarification on the City's approach to paying down its debt which Administration confirmed was based on the negotiated agreements between the City and its lenders.

The recommendation of the Corporate Services Committee is

THAT Council approve the audited City of Whitehorse 2021 Financial Statements as presented, and

THAT the Water and Sewer Fund surplus of \$332,592 be transferred to the Water and Sewer Reserve.

2. Fees and Charges Amendments – 2nd Quarter Changes

As part of the quarterly review, the Financial Services Department compiles a list of suggested changes to the City's fees and charges as submitted by the management group.

The changes include revision to descriptions, inclusion of fees previously missed on the schedules, new Fire and some new and revised Transit fees.

A Committee member inquired if the increased rates were communicated to haulers. Administration confirmed that they will follow up to ensure that appropriate communication was made.

The recommendation of the Corporate Services Committee is

THAT Council direct that Bylaw 2022-19, a bylaw to amend the Fees and Charges Bylaw in accordance with the second quarter review, be brought forward for consideration under the bylaw process; and

THAT the 2022 to 2024 Operating Budget be increased upon adoption of Bylaw 2022-19 in the amount of \$2,500 for 2022, \$5,000 for 2023, and \$10,000 for 2024, offset by transfers to the General Reserve for the additional revenue.

3. Forthcoming Procurements (July and August) – For Information Only

In accordance with the Procurement Policy, a list of forthcoming procurements with an anticipated value greater than \$100,000 must be provided to Council on a bi-monthly basis.

Managers have been asked to review their capital projects and operating requirements and to provide information on their anticipated procurements over \$100,000 for the period of July and August 2022; information on six projects that meet this requirement were provided.

A Committee member asked about the need to build a cold storage warehouse, and questioned if office space was included in the project. Administration confirmed that minimal office space will be part of the project and that this is a necessary project to free up the current warehouse property and move the warehouse near operational staff while also providing a location for biomass to heat the warehouse and Whitehorse Operations Building.

4. Semi-Annual Procurement Update (January to June) – For Information Only

In accordance with section 3.5.2 of the Procurement Policy, Administration is required to provide publicly to Council a semi-annual update on certain procurement projects. A detailed listings of procurements to June 20, 2022 was provided to the Committee.

To date, total Emergency Procurements related to the 2022 Landslides was \$770,000, and further expenditures are expected to occur.

Committee members asked for clarification on the single source and sole source contracts. Administration noted that many procurements only had one bid submitted. It was also noted that the contract to migrate council chambers audio-visual equipment was cancelled with only a penalty to be paid and not the full amount which is noted in the report.

5. Economic Development Strategy – Budget Amendment

In 2015, the City adopted an Economic Development strategy (EDS) which has since expired. The new EDS will be guided by Council's Strategic Priorities (2022-2024), the Official Community Plan (OCP), and will take approximately one year to be completed.

This project requires external consulting expertise for which the 2022-2025 Capital Expenditure Program earmarked \$75,000, subject to external funding. The project was approved by Council as part of the 2022 Appendix 'B' Capital Expenditure Program in the amount of \$75,000 subject to external funding. The City's application for funding through the Government of Yukon's Economic Development Fund to hire a consultant was denied.

The EDS will provide a framework for community-based decisions aimed at enhancing the City's economic base and building a healthy, stable community. Development of the strategy will be guided by Council's strategic priorities (2022-2024) and other relevant City strategies and plans, including the OCP and the 2015-2050 Sustainability Plan. It will also include input gathered through stakeholder engagement and from primary and secondary research sources.

Committee members inquired as to why the City was not eligible for the funding from the Yukon Government and if the City could seek other sources. Administration noted that the fund is heavily subscribed and focussed on small businesses. It was also noted that the City does not appear to be eligible for other known sources of funding for this project.

The recommendation of the Corporate Services Committee is

THAT the 2022 to 2025 capital expenditure program be amended by moving 2022 Appendix "B" project 700c00120 Economic Development Strategy in the amount of \$75,000 to Appendix A and funding this project from the General Reserve.

6. Association of Yukon Communities Board Member Appointment

Councillor Laking and Councillor Murray were appointed as the City's two representatives in November 2021 for one year (expiring October 31, 2022).

With Councillor Ted Laking being elected to the Executive as President of the AYC, the City is able to appoint an additional Council member to the AYC Board of Directors.

It has been proposed that for the current opening for the City's representative on the AYC board that Councillor Michelle Friesen be appointed as a City representative.

The recommendation of the Corporate Services Committee is

THAT the appointment of Councillor Ted Laking as a City representative to the Association of Yukon Communities be rescinded; and

THAT Michelle Friesen be appointed as a City representative to the Association of Yukon Communities for a term to expire on October 31, 2022.

7. New Business - Report on Federation of Canadian Municipalities Conference – For Information Only

A Committee member reported on the recent Federation of Canadian Municipalities Conference that was attended in person by two members of Council earlier this month. It was noted that both Councillors were able to connect and meet with other community representatives on many topics including housing, cost of living and climate change.

8. New Business - First Nations 101 Training – For Information Only

A Committee member brought forward the issue of First Nations 101 training and whether it is mandatory for City employees. Administration noted that while it was previously mandatory for all City staff to complete this training, it is now mandatory for Transit staff but continues to be available to all staff.

9. New Business - Notice of Motion re: Municipal Charges and Community Service Grants Policy and City Grant Policy

Councillor Laking gave notice that at the next regular council meeting on June 27, 2022 he would bring forward the following Notice of Motion:

“THAT the funding formula and caps for Municipal Charges and Community Services Grants and the City Grant Making Policy be reviewed for 2023”.



Minutes of the meeting of the City Planning Committee

Date	June 20, 2022	2022-14
Location	Council Chambers, City Hall	
	Deputy Mayor Ted Laking - Chair	
	Mayor Laura Cabott	
Committee	Councillor Dan Boyd**	
Members	Councillor Kirk Cameron	
Present	Councillor Jocelyn Curteanu	
	Councillor Michelle Friesen**	
	Councillor Mellisa Murray	
	Jeff O'Farrell, Interim City Manager	
	Landon Kulych, Acting Director of Community Services	
Staff	Valerie Braga, Director of Corporate Services	
Present	Pat Ross, Acting Director of Development Services	
	Tracy Allen, Director of Operations	
	Wendy Donnithorne, Manager of Legislative Services	
	Mathieu Marois, Senior Planner	

** Indicates electronic participation

Your Worship, the City Planning Committee respectfully submits the following report:

1. Zoning Amendment – KDFN Parcel C – 112B

An application was received to amend the zoning of Kwanlin Dün First Nation (KDFN) Settlement Land Parcel C-112B-2, and a portion of KDFN Settlement Land Parcels C-112B-1 and C-112B-3, from FP – Future Planning to RCS2 – Comprehensive Residential Single Family 2 consisting of Phase I and Phase II of a proposed residential development.

Kwänlin Dün First Nation owns four settlement parcels in Copper Ridge, west of Falcon Drive. The parcels are separated from each other by a City-owned road alignment, which is expected to service the development.

KDFN has applied to rezone a portion of the lands to develop the first two phases of a proposed three phase residential subdivision. The third phase will be rezoned at a later date once development of the first two phases has begun.

The proponent completed an analysis of the Phase I area which included review of existing lot configurations and sizes in recent Whitehorse subdivisions, and zoning. The

proposed lot configurations were limited due to the existing road alignment separating the parcels.

The analysis concluded that Comprehensive Residential Single Family 2 zoning was the preferred option for both phases, yielding approximately 25 lots for single detached homes or duplexes for Phase 1 in addition to approximately 72 lots for single detached homes or duplexes for Phase 2. The lots will result in land leases to potential residents. The proposed development has been reviewed by the Yukon Environmental and Socio-economic Assessment Board and the City's Development Review Committee. All identified site and environmental conditions have been addressed, and the proponent will maintain access to the trails west of the development with connector walkways and reroute any trails impacted by the development. The proposed rezoning will complement the existing residential neighbourhood to the east of the subject site.

Committee members asked if any further planning exercises were required. Administration noted that only phase 3 requires additional process, which would occur at a later date once development of the first two phases has begun.

The recommendation of the City Planning Committee is

THAT Council direct that Bylaw 2022-26, a bylaw to amend the zoning of KDFN Settlement Land Parcel C-112B-2, and a portion of KDFN Settlement Land Parcels C-112B-1 and C-112B-3 to allow for a residential development, be brought forward for consideration under the bylaw process.



Minutes of the meeting of the Development Services Committee

Date	June 20, 2022	2022-14
Location	Council Chambers, City Hall	
	Councillor Mellisa Murray – Chair	
	Mayor Laura Cabott	
Committee	Deputy Mayor Ted Laking	
Members	Councillor Dan Boyd**	
Present	Councillor Kirk Cameron	
	Councillor Jocelyn Curteanu	
	Councillor Michelle Friesen**	
	Jeff O'Farrell, Interim City Manager	
	Landon Kulych, Acting Director of Community Services	
Staff	Valerie Braga, Director of Corporate Services	
Present	Pat Ross, Acting Director of Development Services	
	Tracy Allen, Director of Operations	
	Wendy Donnithorne, Manager Legislative Services	

** Indicates electronic participation

Your Worship, there is no report from the Development Services Committee.



Minutes of the meeting of the City Operations Committee

Date	June 20, 2022	2022-14
Location	Council Chambers, City Hall	
	Deputy Mayor Ted Laking - Chair	
	Mayor Laura Cabott	
Committee Members Present	Councillor Dan Boyd**	
	Councillor Kirk Cameron	
	Councillor Jocelyn Curteanu	
	Councillor Michelle Friesen**	
	Councillor Mellisa Murray	
Staff Present	Jeff O'Farrell, Interim City Manager	
	Landon Kulych, Acting Director of Community Services	
	Valerie Braga, Director of Corporate Services	
	Pat Ross, Acting Director of Development Services	
	Tracy Allen, Director of Operations	
	Wendy Donnithorne, Manager Legislative Services	

** Indicates electronic participation

Your Worship, the City Operations Committee respectfully submits the following report:

1. New Business - Update on Mary Lake Bituminous Surface Treatment – For information only

A Committee member requested an update from Administration regarding the Bituminous Surface Treatment, or “BTS” in the Mary Lake neighbourhood and noted the importance of this project, keeping the community informed, and that concerns from the subdivision about this year’s work and the condition of the road continues.

Administration responded that sweeping has been completed with a final inspection planned for August. Some deficiencies have been noted for the contractor to resolve prior to final acceptance.



Minutes of the meeting of the Community Services Committee

Date	June 20, 2022	2022-14
Location	Council Chambers, City Hall	
	Councillor Mellisa Murray – Chair	
	Mayor Laura Cabott	
Committee Members Present	Deputy Mayor Ted Laking	
	Councillor Dan Boyd**	
	Councillor Kirk Cameron	
	Councillor Jocelyn Curteanu	
	Councillor Michelle Friesen**	
	Jeff O'Farrell, Interim City Manager	
	Landon Kulych, Acting Director of Community Services	
Staff Present	Valerie Braga, Director of Corporate Services	
	Pat Ross, Acting Director of Development Services	
	Tracy Allen, Director of Operations	
	Wendy Donnithorne, Manager of Legislative Services	
	Jason Bradshaw, Manager of Transit	

** Indicates electronic participation

Your Worship, the Community Services Committee respectfully submits the following report:

1. Cemeteries Bylaw Amendments

On March 21, 2022 a community delegate presented to Council regarding accessible cemetery visitation during the winter months. Council referred this issue back to Administration for review and consultation with frequent winter visitors to the Grey Mountain Cemetery.

Administration has considered options as a result of that consultation and subsequently reviewed the Cemeteries Bylaw. The proposed revisions to the Cemeteries Bylaw contain amended hours of operation to increase public access in the winter months. Administration also took the opportunity to review and update other sections of the bylaw that required minor edits identified through daily use of the bylaw.

The current hours of operation for the Grey Mountain Cemetery are daily from 8:00 am to 11:00 pm (year round). Vehicle access is available May 1 to September 30, 8:00 am to 5:00 pm and by request with 48 hours notice from October 1 to April 30.

As a result of feedback received, Administration recommends that winter access to the Grey Mountain Cemetery be expanded by three days and include November 10th, 11th and December 25th between 8:00 am – 5:00 pm annually. Administration will also continue to implement the “by request” model for vehicle access to the cemetery for any day in the winter someone may desire access.

In addition to winter access dates in November and December the following changes to the Cemeteries Bylaw are being recommended;

- Inclusive language update to the definition of “IMMEDIATE FAMILY”;
- Clarification on interment times and when the after hour fees are required to be paid;
- Minor changes to section 23 to clarify approvals for monument installation. “A monument shall not be installed without the approval of the Manager or Attendant”; and
- Some general housekeeping edits.

The recommendation of the Community Services Committee is

THAT Council direct that Bylaw 2022-24, a bylaw to amend the Cemeteries Bylaw, be brought forward for consideration under the bylaw process.

2. Modernized Transit Route Update – For Information Only

In 2018, the City commissioned a Transit Master Plan (TMP), which was subsequently adopted as a guiding document by Council. Within the consultant’s preparation of the document, several stakeholder engagement sessions were conducted. Input was collected from the public, First Nations, student groups, government services (municipal & territorial), and frontline workers.

Given Whitehorse’s relatively low population and growing communities outside of the downtown core, the proposed transit network would be structured to take advantage of three strategic transfer hubs (City Hall, CGC, and YukonU). This change would allow for transit resources to be refocused towards higher demand areas to improve travel options, route directness, on-time reliability, and service frequency. It will also limit unnecessary trips downtown for transfers.

The proposed new network and service plan is intended to better meet the needs of more residents and visitors as well as provide greater service frequency during peak periods when demand is the highest. Most service areas will see an increase to peak-time transit services to at least twice an hour, with Downtown seeing frequency as often as every 10 minutes. Generally, any increase in service frequency leads to a greater ridership from spontaneous transit use.

The phased approach underway will allow for minor alterations (bus stop locations, timing, etc.) following a period of monitoring and evaluation which may address concerns that are raised.

To build awareness of the changes, the City has released PSAs and advertising such as signage for transit buses, benches, stops, and handheld schedules. To explain the new routes and schedule, Transit services has been monitoring the City's social media and providing clarifications, as well as responding to direct questions through email and phone. Transit Services is also considering an online engagement session to demonstrate how to use the schedule and route system and to answer questions.

A Committee member asked whether the developed draft plan went back to the public prior to the launch of the new schedule and if it would be regular practice to do so. Administration noted that the normal practice is not to go back to the public with a draft plan given the earlier consultations. Administration also clarified that there were a number of participants in the original public engagement, with around 250 surveys completed, 30 "virtual city-hall" participants, and Yukon University who brought forward student ideas and concerns.

Committee members were also curious about the effects of travel times for riders. Administration clarified that while some riders may have an increased travel time, the City has outgrown the existing system, the current schedule does not reflect the actual travel times, and the new project attempts to better connect Whitehorse, versus creating a downtown express.

A Committee member mentioned that it is never easy to implement a new transit system, and wanted to commend the work that the Transit staff had done to create a new transit schedule. It was also noted that there would be further discussion on a Notice of Motion regarding the new schedule and timing of the implementation of the new Modernized Transit Schedule.

3. New Business – Modernized Transit Route Concerns – For Information Only

Community member Nesty Paron addressed the Committee about his concerns with the Modernized Transit Route. He stated that with the new schedule he could no longer make it to work on time without undue hardship. He asked that Council consider postponing the implementation of the modernized transit route until the public can be consulted about the schedule and various changes made.

4. New Business - Notice of Motion re: Modernized Transit Route Implementation

Councillor Curteanu gave notice that at the next Regular Council meeting on June 27, 2022 she would bring forward a motion that reads:

WHEREAS The City of Whitehorse aims to be a leader in sustainable transportation; and

WHEREAS The City of Whitehorse developed a Transportation Demand Management (TDM) Plan to encourage more sustainable travel habits and notes the improvement of public transit as one of its six strategies; and

WHEREAS In 2018, the City of Whitehorse commissioned a Transit Master Plan that resulted in a significant recommendation to improve existing route alignment and scheduling, to better match ridership demand; and

WHEREAS The City of Whitehorse contracted Stantec Consulting Group to continue work in 2020 on the Modernized Transit Route Plan with the goal to create a plan that reflects the community's needs for the municipality's transit system; and

WHEREAS The City released the Modernized Transit Route Plan to the public with the scheduled implementation date of July 1, 2022; and

WHEREAS The public feedback following the city-wide release of the Modernized Transit Route Plan has been overwhelmingly negative, highlighting substantial concerns and confusion;

I MOVE THAT:

1. City Council direct Administration to review the feedback received through emails, social media and other sources resulting from the public release of the Modernized Transit Route Plan; and
2. City Council direct Administration to organize more public engagement opportunities to collect additional input with respect to the Modernized Transit Route Plan; and
3. City Council direct Administration to analyze the information received/collected from the public and recommend potential improvements to better serve the City of Whitehorse transit ridership; and
4. City Council direct Administration to calculate the estimated cost(s) to implement any recommended improvements to the Modernized Transit Route Plan; and
5. City Council direct Administration to delay the implementation of the Modernized Transit Route Plan to provide the time needed to action the items detailed above and prepare an Administrative report to be presented to City Council for consideration in December 2022.

5. National Indigenous Peoples Day

Mayor Laura Cabott proclaimed June 21st, 2022 to be National Indigenous Peoples Day in the City of Whitehorse.

ADMINISTRATIVE REPORT

TO: Corporate Services Committee
FROM: Administration
DATE: June 27, 2022
RE: PSAC Collective Agreements Approval

ISSUE

Council approval of terms and conditions between the City of Whitehorse and the employees represented by the Public Service Alliance of Canada (PSAC), Locals Y022 and Y023 is required.

REFERENCE

- Memorandum of Settlement YO22
- Memorandum of Settlement YO23
- Proposed Bylaw

HISTORY

The current collective agreements with PSAC Locals Y022 and Y023 expired on August 31, 2021. Council endorsed a Terms of Reference to establish a Negotiating Team which was given an overall mandate to negotiate revisions to the Agreement. The City was served notice to bargain within the timeframe allowed in the Canada Labour Code.

The negotiating teams for the respective parties have reached memorandums of settlement for both collective agreements, and the City has been informed that the PSAC memberships have ratified their respective memorandums.

On behalf of the City Negotiating Team, composed of the Director of Corporate HR, Director of Corporate Services, Director of Infrastructure and Operations, Acting Director of Community Services, Manager of Transit Services, Manager of Parks and the Labour Relations specialist, the attached Memorandums of Settlement are presented for Council's approval.

ALTERNATIVES

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

ANALYSIS

In an organization that offers the diversity of services that the municipal corporation offers to the Citizens of Whitehorse, it is essential that we have a competent, motivated, entrepreneurial group of employees, where every member understands their role and accepts the responsibility to carry it out in the most efficient manner.

The foundation of a mutually beneficial relationship with our employees is providing fair wages and benefits and setting out working conditions that allows the City to effectively

utilize the expertise available to us in our workforce, while at the same time maintaining flexibility to serve our citizens.

In this regard, Council instructed the City negotiating team to work towards agreements fair to both parties. The settlement negotiated by the City's negotiating team meets this goal and falls within the financial parameters set out by Council. The duration of the new contracts are from September 1, 2021 to August 31, 2026.

The terms and conditions of employment for all employees, including remuneration, benefits, expenses, hours of work, and manner of appointment, promotion, discipline and dismissal, are required to be established by bylaw. Authorizing the Memorandums of Settlement will lead to the integration of the revisions into amended Collective Agreement documents.

ADMINISTRATIVE RECOMMENDATION

THAT Bylaw 2022-25 a Bylaw to authorize the memorandums of settlement which amend the collective agreements between the City of Whitehorse and Public Service Alliance of Canada Locals Y022 and Y023 be brought forward for consideration under the Bylaw process.

CITY OF WHITEHORSE

BYLAW 2022-25

A bylaw to A bylaw to adopt Collective Bargaining agreements with PSAC

WHEREAS section 188 of the *Municipal Act* (R. S. Y. 2002) provides that council shall by bylaw establish the terms and conditions of employment of the chief administrative officer, designated municipal officers, and other officers and employees, including remuneration, benefits, expenses, hours of work, and manner of appointment, promotion, discipline, dismissal and rules of conflict of interest; and

WHEREAS the remuneration, hours of work, and conditions of employment of certain employees are included in separate bylaws or collective agreements entered into by the City; and

WHEREAS Memorandums of Settlement with the Public Service Alliance of Canada Locals Y022 and Y023 were reached on May 3, 2022 by the Negotiating Team endorsed by City Council on June 14, 2021;

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

1. This bylaw may be cited as the *P.S.A.C. Collective Agreement Adopting Bylaw.*
2. The Collective Bargaining Agreement with Public Service Alliance of Canada Local Y022 for the period September 1, 2021 to August 31, 2026 is hereby adopted by this bylaw. The said agreement is based on the 2017 – 2021 Collective Agreement as modified by the May 3, 2022 Memorandum of Settlement identified as Appendix "A" and forms part of this bylaw.
3. The Collective Bargaining Agreement with Public Service Alliance of Canada Local Y023 for the period September 1, 2021 to August 31, 2026 is hereby adopted by this bylaw. The said agreement is based on the 2017 – 2021 Collective Agreement as modified by the May 3, 2022 Memorandum of Settlement identified as Appendix "B" and forms part of this bylaw.
4. This bylaw replaces bylaw 2018-46 and shall be deemed to have been in full force and effect on and from the 1st day of September 2021.

FIRST READING: June 27, 2022

SECOND and

THIRD READING: June 28, 2022

ADOPTION: June 28, 2022

Laura Cabott, Mayor

Wendy Donnithorne, City Clerk

MEMORANDUM OF SETTLEMENT

between

CITY OF WHITEHORSE
(the Employer)

and

PUBLIC SERVICE ALLIANCE OF CANADA
(the Union)

The Bargaining Committees of the Union and the Employer have reached a tentative Collective Agreement.

The Bargaining Committees of each of the Union and the Employer agree to unanimously recommend the tentative Collective Agreement to their principals for acceptance.

The tentative Collective Agreement is the Collective Agreement between the Employer and the Union expiring August 31, 2021, with the changes set out in this Memorandum of Settlement.

The Bargaining Committees agree that all changes take effect as of the date of ratification of the Collective Agreement unless another date is specified.

DATED in Whitehorse, Yukon May 3, 2022.

For the Union

Four handwritten signatures in black ink, stacked vertically, representing the Union's representatives.

For the Employer

Two handwritten signatures in black ink, stacked vertically, representing the Employer's representatives.

Including all items previously agree to starting at page 8 of this document.

Term: 5 years

Economic increases: Wages September 1, 2021 2.10% and 2.25% cash upon signing based on previous 12 months straight time earnings for permanent employees.
 Wages September 1, 2022 2.10%
 Wages September 1, 2023 2.10%
 Wages September 1, 2024 2.25%
 Wages September 1, 2025 2.50%

Proposals:

- 2.01 "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 **and Sunday**.
- 2.02 "Casual Employee" means an employee who is not permanent and who may be hired on a temporary basis. Such employee shall not exceed five 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, section 17.03 shall be applied. Casual employees shall not be used to reduce the complement of permanent positions. Casual employees shall advance on the wage grid after each ~~1,235 hours worked~~ **1,800 hours of work or 2 calendar years, whichever occurs first.**
- 2.05 "Spare Driver" means a permanent part-time employee scheduled to work ~~Saturday and Sunday at least one (1) two (2) shifts per week;~~ **inclusive of Saturday and Sunday, and to be available to relieve other drivers as required for at least one (1) shift per week.** 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.
- 2.06 "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 five (5) day scheduled shift. In the event that a Spare Driver successfully bids into a five (5) day shift, the Employer will replace them on Saturdays **and Sundays**, if so requested by the Spare Driver **or if deemed necessary by the employer.**
- 7.07 A driver working 7.5 hours or more, excluding Saturday **and Sunday**, shall receive a 15 minute rest- break in addition to the two breaks identified above to be taken during the non-peak hours, unless specified by the employer. 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 30 minutes unless otherwise agreed to by the Planning and Scheduling Committee. Driving time without a break for this clause will not exceed three hours.
- 7.17 For all employees covered by this agreement, the following shall apply:
~~(a) Employees who work in excess of 8 hours per day or 40 hours per week will be compensated at the time and one-half rate for all such hours. Hours worked up to and including 8 hours per day or 40 hours per week shall be compensated at straight time rate.~~

~~(b) An employee required to perform work that is not contiguous with her weekly schedule of shifts shall be paid a minimum of two hours at the prevailing rate.~~

~~(c) Employees shall be compensated for hours of overtime worked at the rate of:~~

~~I. Double time after the first two hours outside of an 8 hour shift~~

~~II. Double time after 8 hours worked on an employee's first day of rest~~

~~III. Double time for all hours worked on an employee's second day of rest~~

As noted in transit appendix.

7.17 d) amend to read:

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 three (3) standard workweeks **one hundred and sixty (160) hours** in any calendar year in lieu of overtime that they have worked.

7.20 (d) All driver shifts are inclusive of a sign-in and sign-out period of at least 15 minutes with pay. These times are to include travel time to and from the starting point of the shift, **and pre and post inspections that ensure compliance with the Yukon Motor Vehicles Act and the National Safety Code.**

7.20(d) i If it is alleged that the ~~15 minute time~~ period is insufficient on a regular basis, it shall be referred to the Planning and Scheduling Committee who shall conduct an evaluation to recommend the appropriate length of time.

9.08 amend to read:

An employee who has received pay for at least an equivalent of two standard work weeks in a calendar month shall receive as vacation pay the monthly accrual for the period for which he is taking his vacation in accordance with the following:

<u>Years of Continuous Service</u>	<u>Monthly Accrual Rates</u>	
	Std Work Week 40hrs	% of Gross Earnings Worked Excluding Any Bonuses
Less than three years of service (4 weeks)	13.33 hours	8%
Three completed years and less than eight years (5 weeks)	16.66 hours	10%
Eight completed years and less than fifteen years (6 weeks)	20.00 hours	12%
Fifteen completed years and less than twenty years (7 weeks)	23.33 hours	14%
Over twenty years (8 weeks)	26.66 hours	16%

**Effective date of ratification existing employee's dollar banks will be converted to hours at their current rate of pay.

- 9.09 Vacation shall be granted on the basis of seniority in the following manner:
- (a) Bid 1: During the month of November of the previous year, the employer shall conduct a bid for a block of continuous vacation up to full entitlement for the following 12-month period.
 - (b) Bid 2: By December 31 of the previous year the Employer shall conclude a bid for blocks of non-continuous vacation not to exceed full entitlement, for the following 12-month period. ~~(For purposes of this clause a block shall be at least three continuous calendar days during the period defined in Letter of Understanding # 1.~~ **(For the purposes of this clause a block shall be at least three continuous calendar days between June 1st and September 15, and during the Whitehorse Christmas and Spring school breaks).**
- 9.10 The employer shall make a reasonable effort to grant an employee the period of vacation leave requested **and allow** ~~During the time period described in Letter of Understanding #1,~~ at least five bargaining unit members ~~shall be allowed~~ to be on vacation at the same time. ~~during the vacation bid period (Article 9.09). Outside of the period described in Letter of Understanding # 1, at least three bargaining unit members shall be allowed to be on vacation at the same time during the vacation bid period (Article 9.09).~~
- 9.30 Upon request, an employee shall be given a leave of absence with pay to a maximum of ~~two (2)~~ **one standard work week** days for the purpose of attending the delivery of their child or their partner's child ~~(same sex relationship)~~ or attending to the release from hospital ~~of their partner who has given birth or on~~ **following birth or** first obtaining custody of a child who has been legally adopted.

Compassionate Care Leave - amend to rename as **Compassionate Leave**

- 9.35 In accordance with the *Employment Insurance Act* a twenty-seven (27) week compassionate care leave is available to employees who have to be away from work temporarily to provide care and support to a family member, as defined by the *Employment Insurance Act*, who is gravely ill. No employee shall lose seniority, nor will an employee's continuous service date be advanced, pursuant to this article.
- 9.36 **In accordance with the *Employment Insurance Act*, a fifteen (15) week Family caregiver (for adults) leave is available to employees who have to be away from work to provide care or support to a Family member as defined by the *Employment Insurance Act*, who is a critically ill or injured person over the age of eighteen (18). No employee shall lose seniority, nor will an employee's continuous service date be advanced, pursuant to this article.**
- 9.37 **In accordance with the *Employment Insurance Act*, a thirty-five (35) week Family caregiver (for children) leave is available to employees who have to be away from work to provide care or support to a Family member as defined by the *Employment Insurance Act*, who is a critically ill or injured person under the age of eighteen (18). No employee shall lose seniority, nor will an employee's continuous service date be advanced, pursuant to this Article.**

- 9.38** current 9.36, and unchanged.
- 9.39** Upon completion of six (6) months' continuous service, an **permanent** employee shall be granted **up to 40 hours** ~~five (5) of~~ unspecified leave **days prorated** based on their standard work week as operational requirements permit.
- 11.04** The employer shall, upon request, grant to each permanent employee ~~five (5) days~~ two standard work weeks per year. Absences of **more than one standard work week** ~~four consecutive working days~~ shall be governed by section 11.01 (Weekly Indemnity). The employee shall be paid at the rate of 100 percent of her daily earnings for these days, provided that:
- remainder of article 11.04 unchanged.
- 14.14** All permanent employees designated by the Employer as requiring CSA approved safety boots shall be reimbursed for such safety boots ~~once per~~ **each** calendar year to a maximum of ~~\$250~~ **\$300** when the employee provides proof of purchase. To be eligible for the safety boot allowance, employees must have completed one full year of continuous employment.
- 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 be available for at least 3 full working days per week. **Spare availability must include their regularly scheduled workdays of Saturday and Sunday, and at least one (1) additional day.** ~~Spare~~ **and** must notify the employer of their availability on a quarterly basis, or otherwise as mutually agreed by the parties. 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 hours' notice.
- If a Spare driver bids a temporary vacancy, they will forfeit their regularly scheduled workdays of Saturday and Sunday for the duration of the vacancy they are fulfilling. In this event, the Spare driver will be added to the Overtime roster.**
- 17.06** At least twice per calendar year (approximately April 1st and October 1st), 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)~~. Such bids are to be determined in accordance with seniority as per Article 15. All drivers must notify the employer at the time of shift bid of their willingness to be on the overtime, extra work and **Saturday and Sunday** rosters. The dispatcher position and service person positions are exempt from the bidding process.
- 17.07** When extra work (non-bid), with the exception of Saturdays **and Sundays** ~~and General Holidays or days observed as such~~, is available in a bus driver position, such work will be offered to permanent drivers based on seniority, provided overtime will not be incurred. If overtime would otherwise be incurred, such work will be offered to casual employees, but any extra work remaining will be offered to employees on the overtime roster. If an

employee refuses extra work, it will be offered to the next person on the list. In the event no permanent driver accepts, the work will be offered to casuals, any remaining work will be assigned to drivers based on reverse seniority.

22.07 Maintain current Y022 language.

30.01 An employee who works outside the hours of 6:00 am to 6:00 pm **and an employee who works between 6:00 pm on Friday and 6:00 am on Monday** shall receive a shift premium of 10% of their base hourly salary for each eligible hour.

NEW LOU

pp.01 The Employer is committed to working toward implementing the CAAT DB Plus Pension Plan for all eligible permanent employees within the term of this agreement provided that there is no additional cost to the employer. Upon implementation, permanent employees hired after that date, shall enroll in the Pension Plan.

pp.02 The Pension Plan contributions shall total a minimum of ten percent (10%), of which the Employer will contribute seven percent (7%), and the employee shall contribute a minimum of three percent (3%).

pp.03 Any future amendments to the Pension Plan contribution rates will be by mutual agreement between the parties.

After implementation, the **Pension Plan** would replace the current Registered Retirement Savings Plan in both Collective Agreements.

Letter of Understanding #1 – delete

Delete all remaining LOUs

Schedule 'A' Pay Scales: ~~Driver, Handybus 9~~

Y023 art. 10.09 amend to read:

To equalize statutory holiday pay with those employees working the 4 x 10 shifts ~~(120 hours)~~ **(140 hours)**, full time permanent employees who have completed one full year of continuous service shall receive a statutory holiday payment as follows:

a) Employees working an eight hour shift for five days per week will receive ~~24~~ **28** hours of regular pay once a year.

b) Employees working a seven hour shift for five days per week will receive ~~36~~ **42** hours of regular pay once a year.

This payment will be made by December 1 of each year

For the purposes of this article, Transit Bus Drivers will be treated as Employees working a seven hour shift for five days per week and receive 42 hours of regular pay once a year.

Above to be included in transit appendix.

Housekeeping:

- Pronouns - amend agreement to contain gender neutral language.
- Editorial - amend to correct any spelling errors and grammatical errors (that do not compromise intent), during the editing phase.
- 7.10 delete:
- ~~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 midpoint of the shift.~~
- 9.11 Vacation leave may be taken at any time during the year provided the employee has applied in advance **in the electronic leave system** ~~on a vacation leave application form~~ and such leave has been approved.
- 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 an **electronic funds transfer cheque** ~~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.
- 9.17 ~~A permanent employee 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.~~
- 17.06 At least twice per calendar year (approximately April 1st and October 1st), 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)~~. Such bids are to be determined in accordance with seniority as per Article 15. All drivers must notify the employer at the time of shift bid of their willingness to be on the overtime, extra work and Saturday rosters. The dispatcher position and service person positions are exempt from the bidding process.
- 21.02 The Long Service Bonus shall become payable each complete year thereafter ~~on the employee's anniversary date of continuous service~~. **Such benefit will be paid out in the pay period immediately following the entitlement date and prior to December 31st of each year.**

Clauses/article to be re-ordered in final draft agreement:

Article 17.09 move to somewhere between 17.01-17.05
 Article 21 move after 12
 Article 22 move after 12
 Article 30 move after 7.15-7.19

Additional Re – Y023 Agreement:

Re: Y023 document:

2.01 c) *“Standard Hours of Work” are those which are set out in Schedule A, **and Transit Appendix A** and shall also be used for the purpose of calculating overtime.*

7.01 *amend to include as (e), and renumber accordingly thereafter:*

e) ***The Hours of Work and Pay Scales for Transit employees are outlined in Transit Appendix A.***

Transit Appendix A:

Drivers:	Range: 9	Hours of work: 40	Hours Per Day: As bid	Split Shifts: Yes
	Meal Break Hours: Built in schedule			
Maintenance:	Range: 6	Hours of work: 37.5	Hours Per Day: 7.5	Split Shifts: Yes
	Meal Break Hours: .5			
Coordinator:	Range: 9	Hours of work: 35	Hours Per Day: 7	Split Shifts: Yes
	Meal Break Hours: 1.0			
Leadhand:	Range: 12	Hours of work: 40	Hours Per Day: 8	Split Shifts: Yes
	Meal Break Hours: 1.0			
Supervisor:	Range: 14	Hours of work: 40	Hours Per Day: 8	Split Shifts: Yes
	Meal Break Hours: 1.0			

Transit Appendix:

Note – items in this draft appendix will be amended as agreed in the above document during the editing process. Please note **highlighted** items.

Article 2 – Definitions:

- 2.01 “Extra Work” means any bus driver work that is not on the drivers’ workschedule.
 “Light Housekeeping” means sweeping the floor of the bus, removing loose debris and emptying the garbage.
- “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 and Sunday.
- “Route” means one of the geographic areas of the City of Whitehorse covered by the public schedule.

Article 2 – Employee Status:

- 2.02 "Casual Employee" means an employee who is not permanent and who may be hired on a temporary basis. Such employee shall not exceed five 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, section 17.03 shall be applied. Casual employees shall not be used to reduce the complement of permanent positions. Casual employees shall advance on the wage grid after ~~each 1,235 hours worked~~ **1,800 hours of work or 2 calendar years, whichever occurs first.**
- 2.03 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 at the same step in the range for the new classification as specified in Schedule "A".
- 2.04 “Permanent Employee” means a full-time or part-time employee who has bid or competed for a permanent position and has been appointed accordingly.
- 2.05 “Spare Driver” means a permanent part-time employee scheduled to work at least one (1) 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.

Article 2 – Employee Hours:

- 2.06 “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 five (5) day scheduled shift. In the event that a Spare Driver successfully bids into a five (5) day shift, the Employer will replace them on Saturdays, if so requested by the Spare Driver.

- 2.07 "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.

Article 7 – 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 Planning and Scheduling Committee, subject to section 7.19, prior to entering Work Schedule changes.
- 7.02 The employer shall attempt to arrange the employees' shift schedules at least one 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, unless specified by the employer. If the schedule requires the break to be longer than fifteen minutes, the remainder of the break will be unpaid, but in no event will the break be longer than 30 minutes, unless otherwise agreed to by the Planning and Scheduling Committee.
- 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 hours of the shift, unless specified by the employer. 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 45 minutes, unless otherwise agreed to by the Planning and Scheduling Committee. Driving time without a break for this clause will not exceed three hours except in the rare occasion that a driving run cannot be accommodated in any other manner, up to three and one half (3 ½) hours may be permitted.
- 7.07 A driver working 7.5 hours or more, excluding Saturday **and Sunday**, shall receive a 15 minute rest- break in addition to the two breaks identified above to be taken during the non-peak hours, unless specified by the employer. 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 30 minutes unless otherwise agreed to by the Planning and Scheduling Committee. 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 rest break of 30 minutes. If the schedule requires the break to be longer than 30 minutes, the remainder of the break will be unpaid, but at no time will the break be longer than 45 minutes, unless otherwise agreed to by the Planning and Scheduling Committee.
- 7.10 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.
- 7.11 All employees will be guaranteed a minimum of three hours per shift.
- 7.12 All employees who work extra work (non- bid) as per section 17.07 shall be paid a minimum of two hours pay at the prevailing rate.
- 7.13 The employer agrees to work closely with the Union Planning and Scheduling Committee on all matters related to driver work schedules.
When scheduling split shifts:
- (a) Split shifts will comprise a minimum of four (4) total hours and the total elapsed time shall not exceed twelve (12) hours.
 - (b) Any driver working a portion of the split shift which results in driving time in excess of three and one half (3 ½) hours shall receive one paid rest break of 15 minutes duration to be taken during the non-peak hours, unless specified by the employer.
 - (c) Portions of a split shift will not result in additional sign-in and sign-out periods as referenced in Article 7.20(d).
 - (d) Driving time between portions of the shift shall be incorporated into the driving schedule.
- 7.14 It is understood that in the rare occasion a break falls at the end of a shift, the fifteen-minute sign-out period will take place immediately after the end of the last run of the shift. It is furthermore understood that the employee can 'clock out' at the end of the fifteen-minute sign-out period and will be able to leave the workplace with the paid break to ensue. The break will be considered 'time worked'.

Article 7 – Overtime:

- 7.15 (a) Subject to the operational requirements of the employer, the employer shall make every reasonable effort to allocate overtime work on the basis of seniority among readily available qualified employees. 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. All drivers must notify the employer at the time of shift bid of their willingness to be on the overtime roster.

(b) 7.15(a) above will not apply to a scheduled shift of up to 8.5 hours for the purpose of allocating overtime only.

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 in excess of 8 hours per day or 40 hours per week will be compensated at the time and one half rate for all such hours. Hours worked up to and including 8 hours per day or 40 hours per week shall be compensated at straight time rate.~~

~~(b) An employee required to perform work that is not contiguous with her weekly schedule of shifts shall be paid a minimum of two hours at the prevailing rate.~~

~~(c) Employees shall be compensated for hours of overtime worked at the rate of:~~

- ~~I. Double time after the first two hours outside of an 8 hour shift~~
- ~~II. Double time after 8 hours worked on an employee's first day of rest~~
- ~~III. Double time for all hours worked on an employee's second day of rest~~

(d) 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 three (3) standard workweeks in any calendar year in lieu of overtime that they have worked.

(e) 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 August 31 of the current year shall be paid by the employer.

(f) Compensatory leave shall be approved for leave requests of a minimum of two 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.

Article 7 – Planning and Scheduling Committee:

- 7.20 The Employer agrees to work closely with the Planning and Scheduling Committee on all matters related to driver work schedules. The Planning and 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 Planning and Scheduling Committee will be reviewed and, provided such modifications do not adversely affect 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 shift for a permanent full time driver will be a minimum of four (4) hours.
 - (b) Each permanent employee, unless otherwise specified by the Employee, shall have two (2) consecutive days of rest each seven (7) day week.
 - (c) The standard workweek for the permanent full-time service person shall be thirty-seven point five (37.5) hours per week.
 - (d) All driver shifts are inclusive of sign-in and sign-out period of at least 15 minutes with pay. These times are to include travel to and from the starting point of the shift, pre and post inspections.
 - I. If it is alleged that the 15 minute period is insufficient on a regular basis, it shall be referred to the Planning and Scheduling Committee who shall conduct an evaluation to recommend the appropriate length of time.
 - (e) Any special events or charters done shall be in compliance with the Collective Agreement.
 - (f) Members of the Committee may periodically undertake duties and/or perform work as a means to investigate or resolve issues such as the timing of routes.
 - (g) The standard workweek for a permanent full-time dispatcher shall be forty (40) hours per week.

Article 9 – Annual Vacations:

- 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.

9.08 The employer shall give each employee an annual vacation 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	
	<u>Worked Excluding any Bonuses</u>	
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%
Over twenty years	(8 weeks)	16%

9.09 Vacation shall be granted on the basis of seniority in the following manner:

- (a) Bid 1: During the month of November of the previous year, the employershall conduct a bid for a block of continuous vacation up to full entitlement for the following 12-month period.
- (b) Bid 2: By December 31 of the previous year the Employer shall conclude a bid for blocks of non-continuous vacation not to exceed full entitlement, for the following 12-month period. ~~(For purposes of this clause a block shall be at least three continuous calendar days during the period defined in Letter of Understanding # 1).~~ **(For the purposes of this clause a block shall be at least three continuous calendar days between June 1st and September 15, and during the Whitehorse Christmas and Spring school breaks).**
- (c) In the event an employee offers two 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 weeks' notice of cancellation of the vacation period identified under Bid 1 or 2 above, such vacation shall, subject to operational requirements, 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.
- (f) In the event that an employee cancels a vacation period after the weekly work schedule has been posted, unless due to illness or another approved leave of absence, she shall return to work as a spare driver, with full availability, until the expiration of her approved vacation. If the work has not been bid, she shall return to work as a spare driver, with full availability, until the expiration of that weekly work schedule.

- 9.10 The employer shall make a reasonable effort to grant an employee the period of vacation leave requested **and allow** ~~During the time period described in Letter of Understanding #1, at least five bargaining unit members shall be allowed to be on vacation at the same time. during the vacation bid period (Article 9.09). Outside of the period described in Letter of Understanding # 1, at least three bargaining unit members shall be allowed to be on vacation at the same time during the vacation bid period (Article 9.09).~~
- 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:
- (a) 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.
 - (b) Notwithstanding clause 9.14 (a), employees who have completed fifteen (15) years of service with the Employer may at their discretion carry over two (2) years of vacation leave credits and employees who have completed twenty-five (25) years of service with the Employer may at their discretion carry over three (3) years of vacation credits, prior to the pay-out provided for in clause 9.14 having application.
- 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 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*.
- 9.39 Upon completion of six (6) months' continuous service, a permanent employee shall be granted five (5) unspecified leave days as operational requirements permit.
- 9.40 Unspecified Leave days shall not be carried over into the next calendar year. Unspecified Leave days which are unused at the end of the calendar year shall be paid to the employee.
- 9.41 Upon termination an employee will be entitled to a payment of any unused hours for Unspecified Leave on a pro rata basis proportional to the number of completed months of service since the granting of Unspecified Leave days.

Article 11 - Medical

- 11.04 The employer shall, upon request, grant to each permanent employee five (5) days per year. Absences of four consecutive working days shall be governed by section 11.01 (Weekly Indemnity). The employee shall be paid at the rate of 100 percent of her daily earnings for these days, provided that:
1. the employee has made every reasonable effort to notify her immediate supervisor prior to the start of her shift; and
 3. if requested, the employee provides written medical evidence of her inability to report for work.
 4. If in the current calendar year an employee has been granted all paid leave as defined in section 11.04, 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.
- 11.07 When it is not possible for employees to arrange medical, dental and/or optical appointments 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 11.04 to be used for medical, dental and/or optical appointments, or to attend funerals.
1. Unpaid leave without pay for Medical, Dental and Optical appointments may be granted to a Spare Driver under special circumstances where in the opinion of the Department manager the operational efficiency of the department will not be adversely affected. Such unpaid appointment leave will not exceed the allotment provided under Article 11.10(a). Such leave will not be unreasonably

withheld.

2. If in the current calendar year an employee has been granted all paid leave as defined in section 11.07 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.

- 11.14 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.

Article 14 – General Provisions:

- 14.04 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.
- 14.06 Employees have to clean buses and do light housekeeping. This is to be included in an employee's shift with pay.
- 14.07 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. All drivers will be given the opportunity for pre-qualifying training.
- 14.09 Employees in attendance at staff meetings shall be paid a minimum of 2 hours pay at the prevailing rate, regardless of whether such meeting is contiguous to the employee's shift.

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 vacancies described in 17.02 and 17.03.
- (a) All job postings, whether internal or external, shall identify that the position is covered by a collective agreement between the City of Whitehorse and the Public Service Alliance of Canada/Yukon Employees Union.
- 17.02 When a temporary 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 four (4) weeks of the term. The successful driver will forfeit her right to bid on subsequent temporary 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 be available for at least 3 full working days per week and must notify the employer of their availability on a quarterly basis, or otherwise as mutually agreed by the parties. 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 hours' 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 At least twice per calendar year (approximately April 1st and October 1st), 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)~~. Such bids are to be determined in accordance with seniority as per Article 15. All drivers must notify the employer at the time of shift bid of their willingness to be on the overtime, extra work and Saturday **and Sunday** rosters. The dispatcher position and service person positions are exempt from the bidding process.

Extra Work

17.07 When extra work (non-bid), with the exception of Saturdays **and Sundays** ~~and General Holidays or days observed as such~~, is available in a bus driver position, such work will be offered to permanent drivers based on seniority, provided overtime will not be incurred. If overtime would otherwise be incurred, such work will be offered to casual employees, but any extra work remaining will be offered to employees on the overtime roster. If an employee refuses extra work, it will be offered to the next person on the list. In the event no permanent driver accepts, the work will be offered to casuals, any remaining work will be assigned to 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.

17.10 Notwithstanding Clause 17.07 above, extra work (non-bid) which is directly related to

any Joint Committee will be first offered to qualified bargaining unit member(s) of that Committee.

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 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.
- 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 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 seven (7) or more years of continuous service shall on resignation receive one-half of the severance amount of one week's pay for each completed year of employment to a maximum of eighteen (18) weeks 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.
- 22.06 An employee who retires from employment with the City, and whose age and years of service equals seventy-five (75) or more, will receive a retirement allowance in the amount of two (2) weeks' pay for the first completed year of service and one (1) week's pay for each succeeding complete year of employment to a maximum of twenty-eight (28) weeks, less any period in respect of which severance, retirement or resignation allowance was previously paid.
- 22.07 If an employee is eligible for severance, calculations are based on the employee's average earnings over the final five (5) years subsequent to a maximum of forty (40) hours a week.
- 22.08 An employee who is at significant risk of death in the next twenty-six (26) weeks, upon submission of a certificate from a medical practitioner, shall be entitlement at the date of notice to transfer their severance into the employee's personal Registered Retirement Savings Plan, upon request.

Article 30 – Shift Differential

- 30.01 An employee who works outside the hours of 6:00 am to 6:00 pm shall receive a shift premium of 10% of her base hourly salary for each eligible hour.

Agreement in Principle on Amended recognition clause:

The parties agree in principle on their intention to submit a joint application to the CIRB to request the consolidation of the bargaining certificates and agree on the draft amended recognition clause below.

Current bargaining certificates:

City of Whitehorse – All Employees: Board Order No.: 8527-U; superceding Board Order No.: 7487-U:

“all employees of the City of Whitehorse, excluding mayor’s secretary, city manager, director of operations, director of administrative services, manager of public works, manager of planning services, manager of engineering and environmental services, manager of building inspections, manager of parks and recreation, manager of transit, fire chief, manager of financial services, manager of information systems, manager of human resources, manager of maintenance and safety services, manager of by-law services, assistance city clerk, transit assistant, administrative services secretary, operations secretary, human resources specialist, human resources secretary, and employees covered by other certificates issued by this Board”

City of Whitehorse – Transit: Board File 555-4170:

“all transit workers employed by the City of Whitehorse in Whitehorse, Yukon excluding the Transit Manager and the Transit Assistant.”

Amended recognition clause:

City of Whitehorse – All Employees:

“all employees of the City of Whitehorse, excluding mayor’s secretary, city manager, director of operations, director of administrative services, manager of public works, manager of planning services, manager of engineering and environmental services, manager of building inspections, manager of parks and recreation, manager of transit, fire chief, manager of financial services, manager of information systems, manager of human resources, manager of maintenance and safety services, manager of by-law services, assistance city clerk, transit assistant, administrative services secretary, operations secretary, human resources specialist, human resources secretary, and employees covered by other certificates issued by this Board”

The parties acknowledge that *Board File 555-4170* will be consolidated with *Board Order No.: 8527-U*.

MEMORANDUM OF SETTLEMENT

between

CITY OF WHITEHORSE
(the Employer)

and

PUBLIC SERVICE ALLIANCE OF CANADA
(the Union)

The Bargaining Committees of the Union and the Employer have reached a tentative Collective Agreement.

The Bargaining Committees of each of the Union and the Employer agree to unanimously recommend the tentative Collective Agreement to their principals for acceptance.

The tentative Collective Agreement is the Collective Agreement between the Employer and the Union expiring August 31, 2021, with the changes set out in this Memorandum of Settlement.

The Bargaining Committees agree that all changes take effect as of the date of ratification of the Collective Agreement unless another date is specified.

DATED in Whitehorse, Yukon May 3, 2022.

For the Union

Five blue ink signatures are stacked vertically. The top signature is a large, stylized 'S'. The second signature is smaller and appears to be 'Dale'. The third signature is a cursive 'J. Lapierre'. The fourth signature is a simple horizontal line. The fifth signature is a stylized 'J'.

For the Employer

Two black ink signatures are stacked vertically. The top signature is a stylized 'J'. The bottom signature is a cursive 'V.B.'.

Including all items previously agree to starting at page 13 of this document.

Term: 5 years

Economic increases: Wages September 1, 2021 2.10% and 2.25% cash upon signing based on previous 12 months straight time earnings for permanent employees.
Wages September 1, 2022 2.10%
Wages September 1, 2023 2.10%
Wages September 1, 2024 2.25%
Wages September 1, 2025 2.50%

2.01 (c) "Standard Hours of Work" are those which are set out in Schedule A and shall also be used for the purpose of calculating overtime, **and may be amended by mutual agreement between the Employer and the employee as outlined in the Schedule A general notes.**

8.01 Overtime and/or standby hours earned by an employee may at the employee's option be accrued as compensatory leave at the applicable overtime provision. In any calendar year, employees may only use a maximum equivalent of ~~three standard work weeks~~ **of one hundred and sixty (160) hours** of compensatory leave for leave requests, subject to section 8.03. Any remaining compensatory leave shall be paid out at a time convenient to the employee subject to the restrictions in section 8.02.

10.09 To equalize statutory holiday pay with those employees working the 4 x 10 shifts ~~(120 hours)~~ **(140 hours)**, full time permanent employees who have completed one full year of continuous service shall receive a statutory holiday payment as follows:

a) Employees working an eight hour shift for five days per week will receive ~~24~~ **28** hours of regular pay once a year.

b) Employees working a seven hour shift for five days per week will receive ~~36~~ **42** hours of regular pay once a year.

This payment will be made by December 1 of each year.

11.08 In any calendar year in which an employee has not taken all of the vacation leave credited to him, the unused portion of his vacation leave shall be carried over into the following year except that:

(a) 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.

(b) Notwithstanding clause 11.08(a), employees who have completed 15 years of service with the Employer ~~may at their discretion~~ **will** carry over two (2) years of vacation leave credits, and employees who have completed 25 years of service with the Employer ~~may at their discretion~~ **will** carry over three (3) years of vacation credits, prior to the pay-out provided for in clause 11.08(a) having application. ~~The City will provide a generic notice to all employees to remind them of this provision prior to December 1, each year.~~

12.01 b) Subject to section 12.02, an employee ~~shall be entitled to time off with pay for a maximum period of five days~~ **will be provided with two standard work weeks of sick leave with pay** per calendar year. Absences in excess of ~~three~~ **1 consecutive standard work week** consecutive

~~working shifts~~ shall be governed by section 12.03 of this article and must be accompanied by documentation as outlined in the Wage Indemnity and/or Long Term Disability policies.

- 13.01 c) Employees will have up to twelve (12) months to access bereavement leave with pay where there has been a death in the employee's immediate family. Employees may choose to split this leave into two (2) separate parts.
- 13.03 Upon request, an employee shall be given a leave of absence with pay to a maximum of ~~two (2)~~ **one standard work week** days for the purpose of attending the delivery of their child or their partner's child (~~same sex relationship~~) or attending to the release from hospital of their partner who has given birth or on **following birth or** first obtaining custody of a child who has been legally adopted.
- 13.08 amend to rename as **Compassionate Leave** and include the following to align with the *Employment Insurance Act*:
- c) In accordance with the Employment Insurance Act, a fifteen (15) week Family caregiver (for adults) leave is available to employees who have to be away from work to provide care or support to a Family member as defined by the Employment Insurance Act, who is a critically ill or injured person over the age of eighteen (18). No employee shall lose seniority, nor will an employee's continuous service date be advanced, pursuant to this Article.
- d) In accordance with the Employment Insurance Act, a thirty-five (35) week Family caregiver (for children) leave is available to employees who have to be away from work to provide care or support to a Family member as defined by the Employment Insurance Act, who is a critically ill or injured person under the age of eighteen (18). No employee shall lose seniority, nor will an employee's continuous service date be advanced, pursuant to this Article.
- renumber the remainder of the article accordingly.
- 20.05 All permanent employees designated by the City as requiring CSA approved safety boots shall be reimbursed for such safety boots ~~once per~~ **each** calendar year, up to a maximum of ~~\$200~~ **\$300**, when the employee provides proof of purchase.
- To be eligible for the safety boot allowance, employees must have completed one full year of continuous employment.
- 20.07 Permanent employees occupying positions in the classification of Heavy Equipment Mechanic who will have completed 12 months of continuous employment as at December first of that year will be eligible for a tool allowance.
- a) Eligible employees will receive a tool allowance in the amount of ~~750.00~~ **\$1,200.00** maximum, to be paid during the month of January for the year prior on an annual basis. This allowance is to assist in defraying the employee's cost of replacing tools used in the performance of his regular duties.
- 26.01 Where an employee is disciplined causing a reprimand to be documented and placed on the employee's file in the Department of Human Resources, such document shall be retained on the

file for a maximum time period following the date of the reprimand in accordance with this section.

Oral Reprimand 6 **worked** months

Written Reprimand 12 **worked** months

Suspension 12 **worked** months

- 28.01 Should any difference arise between the parties bound by this Agreement concerning its interpretation, application and operation or alleged violation thereof, an earnest effort shall be made to settle the matter promptly in the following manner:

Pre-Grievance Meeting

Prior to filing a formal grievance an employee, who may be assisted by a Union Representative, shall discuss the matter or complaint with their ~~immediate supervisor~~ **Manager who will be assisted by Human Resources, within seven (7) calendar days of the matter or complaint occurring or becoming apparent.** The ~~discussion~~ **pre-grievance meeting** shall take place within seven ~~working~~ **calendar** days of the ~~notification. matter or complaint occurring or becoming apparent.~~ If the matter or complaint is not resolved **at the pre-grievance meeting within seven working days**, the employee may proceed to Step 1 by filing a written grievance with the ~~Department of Human Resources~~ identifying the specific clauses of the collective agreement he believes have been contravened. The grievance shall be filed within 14 ~~calendar~~ **working** days of the pre-grievance meeting.

Step 1 The employee, assisted by his Union, shall take the grievance up with **Human Resources, who will appoint a Manager to hear the grievance within ten (10) calendar days.** ~~the employee's Manager, who shall respond to the grievance within seven working days.~~ Failing settlement at Step 1 the employee may proceed to Step 2 by filing a written notice of intent to ~~the Human Resources Department~~ **within seven working ten (10) calendar days** of the Step 1 decision.

Step 2 The employee, assisted by his Union, shall ~~take present~~ the grievance **up with Human Resources, who will appoint to a Divisional Director to hear the grievance within seven ten (10) calendar days.** **Failing settlement at Step 2 the employee may proceed to Step 3 by filing a written notice of intent to Human Resources within** ~~If a satisfactory settlement cannot be reached within 14 calendar working days of receipt of the Step 2 decision. grievance by the Divisional Director, the employee may proceed to Step 3.~~

Step 3 – Arbitration

Failing settlement at Step 2 or Step 2(a) of the Grievance Procedure, either party may advance the grievance to Arbitration by written notification to the other within 30 calendar days of receipt of the Step 2 or Step 2 (a) decision. By mutual agreement, a single arbitrator may be appointed to hear the grievance.

Appendix A

Casual Employees

Article 10 – General Holidays

~~A casual employee shall receive statutory holidays as set out in this agreement provided they have worked a minimum of five shifts prior to the statutory holiday.~~

A casual employee who is scheduled to work on the day on which a statutory holiday falls

shall be entitled to regular pay for the hours worked and additional pay in accordance with the provisions of the Yukon Employment Standards Act.

General Notes:

Add:

The *Hours of Work Day* and *Standard Days of Week* can be amended outside those days and hours outlined in Schedule A with mutual agreement between the Employer and the employee.

NEW LOU XX – Re: Pension Plan

pp.01 The Employer is committed to working toward implementing the CAAT DB Plus Pension Plan for all eligible permanent employees within the term of this agreement provided that there is no additional cost to the employer. Upon implementation, permanent employees hired after that date, shall enroll in the Pension Plan.

pp.02 The Pension Plan contributions shall total a minimum of ten percent (10%), of which the Employer will contribute seven percent (7%), and the employee shall contribute a minimum of three percent (3%).

pp.03 Any future amendments to the Pension Plan contribution rates will be by mutual agreement between the parties.

After implementation, the **Pension Plan** would replace the current Registered Retirement Savings Plan in both Collective Agreements.

NEW LOU XX – Re: Compressed Work Week

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

NEW LOU XX - Re: Superscript #5:

Hours of work for non-permanent employees shall be 8 or 10 hours per day.

From April 30 to September 30 inclusive permanent employees work between the hours of 0700-1730 Mon to Fri

From October 1 to April 29 inclusive permanent employees work between the hours of 0500 – 0100 Sun to Sat

This applies only to employees hired prior to March 31, 2022 who will retain these rights as long as they remain in the position/or positions, they held as of March 31, 2022. Employees will forfeit this right if they transition into a different position, with the exception to the periods outlined in article 25.03.

RENEW LOUs

#6 – amended to remove all names except Vanessa Brault and Mike Merrett. *(Lyne LeBlond included in bargaining notes based on current transfer and subject to art 25.03).*

#7

#8 – incorporate into article 23

#13

#14

#21

LOU 9 – renew existing with addition:

Within 12 months of ratification, the Parties will meet to discuss a replacement for LOU 9. Should the parties not agree, LOU 9 will expire 12 months from ratification.

Schedule A

Format below with Hours of Work Day column and Standard Days of Week column removed

PSAC Local Y023 - Schedule A		ALL RECENT CHANGES IN RED				29-Jul-21
JE #	Position Title	Salary Range	Hours of Work	Hours Per Day	Split Shifts	Meal Break Hours
31	Admin Assistant 1, Planning & Building Services	8	35	7	No	1
110	Admin Assistant 2, Planning & Building Services	11	35	7	No	1
120	Admin Assistant, Bylaw Services	8	35	7	No	1
164	Admin Assistant, Casual/Temporary	6	By Agr.	By Agr.	Yes by Agr.	0.5 or 1
194	Admin Assistant, Operations	8	35	7	No	1
89	Admin Assistant, Parks & Community Development	8	35	7	No	1
182	Admin Assistant, Rec & Facility Services	8	35	7	No	1
102	Admin Assistant, Water & Waste Services	9	40	8	No	1
83	Administrator, Network	13	35	7	No	1
272	Administrator, Systems	13	35	7	No	1
44	Agent, Facility Booking	9	35	7	yes	1 or 0.5 ⁽³⁾
193	Analyst 3, Financial	12	35	7	No	1
221	Analyst Jr., Policy	11	35	7	No	1
165	Analyst, Business	12	35	7	Yes by Agr.	1
274	Analyst, Financial	9	35	7	No	1
256	Analyst, Financial Systems	12	35	7	No	1
225	Analyst, Policy	14	35	7	No	1
289	Assitant, Administrative Fire	7	35	7	No	1
213	Attendant, Corporate Events	4	By Agr.	By Agr.	Yes by Agr.	0.5 or 1
259	Attendant, Express Lane	1	35	7	No	1
43	Attendant, Facility	8	40	8 or 10	Yes by Agr.	1 or 0.5 ⁽³⁾
46	Attendant, Facility Park	8	40	8 or 10*	Yes by Agr.	1 or 0.5 ⁽³⁾
88	Attendant, Parking Meter	6	40	8	No	1
257	Attendant, Robert Service Campground	5	40	8 or 10	No	0.5
214	Carpenter, Building Maintenance	12	40	8 or 10	No	0.5
222	Clerk 1, Accounts Receivable	8	35	7	No	1
25	Clerk 2, Accounts Receivable	10	35	7	No	1
1	Clerk, Accounts Payable	9	35	7	No	1
24	Clerk, Council Services	8	35	7	No	1
148	Constable, Bylaw Education	12	40	8 or 10	Yes	1

Y023 - Schedule A - Alphabetical Order

PSAC Local Y023 - Schedule A		ALL RECENT CHANGES IN RED				29-Jul-21
JE #	Position Title	Salary Range	Hours of Work	Hours Per Day	Split Shifts	Meal Break Hours
17	Constable, Bylaw Services	11	40	8	No	0.5
117	Constable, Student Bicycle	6	40	8	No	1
146	Constable, Traffic	8	40	8	No	0.5
187	Coordinator 1, Environmental	10	35	7	No	1
236	Coordinator 1, Recreation	11	35	7	Yes	1
283	Coordinator 1, Sustainability	11	35	7	No	1
39	Coordinator 2, Environmental	14	35	7	No	1
284	Coordinator 2, Sustainability	13	35	7	No	1
205	Coordinator, Activity	10	35	7	Yes	1
241	Coordinator, Aquatics	10	35	7	Yes	1 or 0.5 ⁽³⁾
170	Coordinator, Corporate Events	10	35	7	No	1
189	Coordinator, Economic Development	13	35	7	No	1
37	Coordinator, Engineering	9	35	7	No	1
159	Coordinator, Fitness	10	35	7	Yes	1
273	Coordinator, IT Project	13	35	7	No	1
183	Coordinator, Marketing & Communications	11	35	7	Yes	1 or 0.5 ⁽³⁾
277	Coordinator, Policy Project	13	35	7	No	1
270	Coordinator, Program	11	40	8 or 10	Yes by Agr.	1 or 0.5
261	Coordinator, Project	11	35	7	No	1 or 0.5
275	Coordinator, Projects & Trails	11	40	8 or 10	Yes by Agr.	1 or 0.5
118	Coordinator, Subdivision & Lands	13	35	7	No	1
251	Coordinator, Trails	9	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾
26	Crew Leader, Cemetery	10	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾
23	Crew Leader, Concrete Maintenance	10	40	10	No	0.5
27	Crew Leader, Gen Maintenance & Playgrounds	11	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾
28	Crew Leader, Grounds	10	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾
210	Crew Leader, Irrigation	10	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾
211	Crew Leader, Trails	10	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾
154	Electrical Controls Person, Utility	11	40	10	No	0.5

Y023 - Schedule A - Alphabetical Order

Left Indent

PSAC Local Y023 - Schedule A		ALL RECENT CHANGES IN RED				29-Jul-21
JE #	Position Title	Salary Range	Hours of Work	Hours Per Day	Split Shifts	Meal Break Hours
36	Electrical Person, Utility	12	40	8 or 10	No	0.5
10	Electrician, Building Maintenance	12	40	8 or 10	No	0.5
278	Engineer, Transportation	15	35	7	No	1
61	Instructor/Lifeguard	6	35	7	Yes	1 or 0.5 ⁽³⁾
218	Intern 1, Engineering	4	35	7	No	1
217	Intern 1, Planning	2	35	7	No	1
229	Intern 2, Engineering	5	35	7	No	1
233	Intern 2, Planning	4	35	7	No	1
230	Intern 3, Engineering	6	35	7	No	1
234	Intern 3, Planning	6	35	7	No	1
231	Intern 4, Engineering	7	35	7	No	1
235	Intern 4, Planning	6	35	7	No	1
19	Labourer, Challenge	1	By Agr.	By Agr.	No	n/a
290	Labourer, Equipment Maintenance	5	40	8	No	1
207	Labourer, Household Hazardous Waste	3	N/A	8	N/A	1
63	Labourer, Parks & Rec	5	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾
114	Labourer, Shipyards Park	6	40	8	Yes by Agr.	0.5
180	Labourer, Sign Shop	5	40	10	No	0.5
262	Labourer, Transportation	6	40	10	No	0.5
254	Labourer, Waste Services	5	40	10	No	0.5
258	Labourer, Water Services	5	40	8 or 10	No	0.5
223	Leadhand, Compost	11	40	8	No	1
209	Leadhand, Equipment Maintenance	13	40	10	No	0.5
204	Leadhand, Operations	13	40	8 or 10	No	0.5
91	Leadhand, Parks	14	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾
166	Leadhand, Program	12	35	7	Yes	1
291	Leadhand, Traffic Systems	12	40	10	No	0.5
131	Leadhand, Transportation	13	40	10	No	0.5
224	Leadhand, Utility Stations	14	40	8 or 10	No	1
300	Leadhand, Utility Systems	13	40	10	No	0.5

Y023 - Schedule A - Alphabetical Order

Left Indent

PSAC Local Y023 - Schedule A		ALL RECENT CHANGES IN RED				29-Jul-21
JE #	Position Title	Salary Range	Hours of Work	Hours Per Day	Split Shifts	Meal Break Hours
192	Leadhand, Waste Services	9	40	8	No	1
121	Maintenance Person 1, System	9	40	10	No	0.5
137	Maintenance Person 1, Water Meter	10	40	10	No	0.5
188	Maintenance Person 2, Parks	8	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾
122	Maintenance Person 2, System	13	40	10	No	0.5
86	Maintenance Person, Outdoor Rinks	7	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾
92	Maintenance Person, Parks	7	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾
115	Maintenance Person, Sign Shop	8	40	10	No	0.5
11	Mechanic, Building Maintenance	12	40	8 or 10	No	0.5
56	Mechanic/Welder, Heavy Duty Equip.	12	40	10	No	0.5
3	Monitor, Activity	5	35	7	Yes	1 or 0.5 ⁽³⁾
191	Officer 1, Compliance	8	40	8	No	1
215	Officer Sr., Procurement	14	35	7	No	1
32	Officer, Development	12	35	7	No	1
145	Officer Engineering Projects	16	35	7	No	1
280	Officer, Engineering Projects (Vertical)	15	35	7	No	1
252	Officer, Purchasing	10	35	7	No	1
279	Officer, Sr. Development	13	35	7	No	1
190	Officer, Waste Diversion Technical Assistance	10	35	7	No	1
14	Official, Building/Plumbing	12	35	7	No	1
57	Operator 1, Heavy Equipment	9	40	10	No	0.5
198	Operator 1, Utility Stations	9	40	8 or 10	No	1
58	Operator 2, Heavy Equipment	10	40	10	No	0.5
199	Operator 2, Utility Stations	12	40	8 or 10	No	1
263	Operator 3, Heavy Equipment	11	40	10	No	0.5
271	Operator, Compost Facility	9	40	8 or 10	No	1 or 0.5
45	Operator, Facility	9	40	8	No	0.5 ⁽³⁾
201	Operator in Training, Utility Stations	6	40	8 or 10	No	1
298	Operator in Training, Utility Systems	7	40	10	No	0.5
87	Operator, Packer	8	40	10	No	0.5

Y023 - Schedule A - Alphabetical Order

PSAC Local Y023 - Schedule A		ALL RECENT CHANGES IN RED				29-Jul-21
JE #	Position Title	Salary Range	Hours of Work	Hours Per Day	Split Shifts	Meal Break Hours
94	Operator, Water Truck	5	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾
237	Parts Person, Equipment Maintenance	10	40	8	No	0.5
90	Person, Irrigation	9	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾
81	Person, Utility Mechanical	12	40	10	No	0.5
97	Planner 2	13	35	7	No	1
299	Planner, Assistant	11	35	7	No	1
248	Representative 2, Client Services	9	35	7	No	1
22	Representative, Client Services	7	35	7	No	1
29	Representative, Customer Service –Indoor Facilities	7	35	7	Yes	1 or 0.5 ⁽³⁾
111	Senior Planner	15	35	7	No	1
266	Senior Project Technician, Operations	14	35	7	No	1
281	Specialist Corporate Records & Information Management	15	35	7	No	1
21	Specialist, Child Services	11	35	7	No	1
52	Specialist, Fitness	9	35	7	Yes	1 or 0.5 ⁽³⁾
53	Specialist, G.I.S./Database	12	35	7	No	1
109	Specialist, Info Tech Security	12	35	7	No	1
203	Specialist, Network & Telecommunications	10	35	7	No	1
96	Specialist, Payroll	11	35	7	No	1
101	Specialist, Projects	11	35	7	No	1
124	Specialist, Technical Support	9	35	7	No	1
250	Supervisor, Accounts Receivable	13	35	7	No	1
292	Supervisor, Aquatic	15	35	7	Yes	1 or 0.5
288	Supervisor, Asset Management	15	35	7	No	1
119	Supervisor, Building Inspection	14	35	7	No	1
12	Supervisor, Building Maintenance	15	40	8 or 10	No	0.5
108	Supervisor, Bylaw Enforcement	15	40	8	No	1 or 0.5 ⁽⁵⁾
30	Supervisor, Customer Service -Indoor Facilities	14	35	7	Yes	1
40	Supervisor, Equipment Maintenance	15	40	8 or 10	No	0.5
269	Supervisor, Financial Reporting	16	35	7	No	1
66	Supervisor, Land Development	15	35	7	No	1

Y023 - Schedule A - Alphabetical Order

Left Indent

PSAC Local Y023 - Schedule A		ALL RECENT CHANGES IN RED				29-Jul-21
JE #	Position Title	Salary Range	Hours of Work	Hours Per Day	Split Shifts	Meal Break Hours
84	Supervisor, Operations	16	40	8 or 10	Yes by Agr.	1 or 0.5 ⁽³⁾
93	Supervisor, Parks	14	40	8 or 10 ⁽⁵⁾	Yes by Agr.	1 or 0.5 ⁽³⁾
47	Supervisor, Payroll	14	35	7	No	1
160	Supervisor, Procurement	15	35	7	No	1
293	Supervisor, Program	15	35	7	Yes	1
106	Supervisor, Revenue Services	14	35	7	No	1
132	Supervisor, Transportation	15	40	10	No	0.5
134	Supervisor, Utility Stations	15	40	8 or 10	No	1
135	Supervisor, Utility Systems	15	40	10	No	0.5
178	Supervisor, Waste Services	14	40	8	No	1
62	Team Leader, Aquatic	9	35	7	Yes	1 or 0.5 ⁽³⁾
295	Technician, Senior - Building Systems	15	35	7	No	1
136	Technician, Warehouse	8	40	8	No	1
104	Technologist, Sr., Water & Waste	14	35	7	No	1
238	Technologist 1, Private Development	13	35	7	No	1
152	Technologist 2, Private Development	15	35	7	No	1
7	Technologist, Auto CAD	11	35	7	No	1
147	Technologist, Sr., Engineering	15	35	7	No	1
65	Worker, Building Maintenance	7	40	8 or 10 ⁽⁵⁾	Yes by Agr.	0.5

Y023 - Schedule A - Alphabetical Order

All items previously agreed to:

Housekeeping:

Pronouns - amend agreement to contain gender neutral language.

Editorial - amend to correct any spelling errors and grammatical errors (that do not compromise intent), during the editing phase.

7.02 The following conditions shall apply to only the Bylaw Services Constable, ~~Animal Control Constable~~, and ~~Bylaw~~-Parking Meter Attendant:

- (a) Start and finish times for the Bylaw Services Constable and ~~Animal Control Constable~~ tasked with animal control coverage may be extended outside the normal hours of work by mutual agreement between the Employer and the employee.
- (b) When a Bylaw Services Constable, ~~Animal Control Constable~~ and ~~Bylaw~~ Parking Meter Attendant is requested and agrees to report before his regular shift, the standard eight (8) hours shall be worked and the regular rate of pay shall apply.

8.04 Employees shall be compensated for hours of overtime worked at the rate of:

- (d) For purposes of this section, during the arena season only, the second day off for arena employees will be considered the second day of rest. During the summer season, permanent arena/parks employees who work ten (10) hours per day between Monday and Friday shall have Sunday considered to be their second day of rest. During the summer season, the second day off for casuals, temporary and ~~temporary non-permanent~~ employees will be considered the second day of rest.

8.08 The following conditions will apply when overtime work does not provide for an eight hour rest break between regular work days:

- (a) The employee shall be required to take an eight hour rest break before returning to work unless otherwise instructed by the Employer **and in compliance with the City's safety management program.**

9.03 The Employer shall on every second Wednesday pay to each hourly paid employee covered by this Agreement all wages earned by the employee to the Tuesday of the week previous to the pay period, ~~and to each biweekly paid employee covered by this Agreement all salary earned by the employee to the following Saturday.~~

9.05 Payment of salaries and wages will be made during normal working hours of the payday. All employees will be required to be on the automatic banking system for payroll deposit at the City of Whitehorse and will receive itemized pay stubs. Should the Employer not be able to pay employees as established in section 9.03, advances will be deposited into the employees' bank accounts. **All bank accounts need to be in a Canadian banking institution and must be in the name of the employee.**

9.12 The following conditions apply to all employees occupying positions set out in Schedule "A" of this Agreement:

- (d) Upon promotion to a higher classified position, an employee shall be placed in the step in the new position which represents a minimum increase of ten percent (10%) above

his salary at the time of the promotion with the following exceptions:

- (i) Where an ~~two-step~~ increase would result in a salary greater than the new Step 4,
in which case the employee shall be placed in Step 4.

- 10.01 In each calendar year the Employer shall give to each employee ~~thirteen (13)~~ **fourteen (14)** designated general holidays with pay which shall be taken in accordance with the specific provisions of this article.
- 10.03 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
 Heritage Day (Rendezvous)
 Good Friday
 Easter Monday
 Victoria Day
~~National Aboriginal Day~~
National Indigenous People's Day
 Canada Day
 Discovery Day
 Labour Day
National Day for Truth & Reconciliation
 Thanksgiving Day
 Remembrance Day
 Christmas Day
 Boxing Day
 and any other day declared or proclaimed a holiday by the Canadian, Yukon or City of Whitehorse governments.
- 10.08 Bylaw Services Constables, ~~Animal Control Constables~~, Packer Operators, Parks and Trails Branch - Permanent Full-Time and Seasonal, Facility Park Attendants, Facility Operators and Facility Attendants:
 (a) Notwithstanding sections 10.01 and 10.02, in lieu of the **fourteen (14)** ~~thirteen (13)~~ statutory holidays per year or portions thereof, Bylaw Services Constables, ~~Animal Control Constables~~, Packer Operators, Parks and Trails Branch - Permanent Full-Time and Seasonal Employees, Facility Park Attendants, Facility Operators and Facility Attendants, who are required to work statutory holidays as part of their regular duties, and the Bylaw Services Constables, ~~Animal Control Constables~~, Packer Operators, Parks and Trails Branch Permanent Full-Time and Seasonal Employees, Facility Park Attendants, Facility Operators and Facility Attendants who are required to act as holiday replacements, shall receive equal time off with pay for each of the **fourteen (14)** ~~thirteen (13)~~ statutory holidays or portions thereof to which they are entitled under this article.
- 11.04 Vacation leave may be taken at any time during the year provided the employee has applied in advance **in the electronic system** ~~on a vacation leave application form~~ and such leave has been approved.

- 13.10 Leave without pay may be granted to an employee under special circumstances where in the opinion of the Department manager the operational efficiency of the department will not be adversely affected.
- (a) All applications for leave without pay in excess of ten working days shall be subject to the approval of the **City Manager** ~~Division Director~~.
- 15.04 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 **Federal Home Ownership Program**, Lifetime Learning Plan and/or settlements from marriage break-ups.
- 16.03 Unless the employee provides written direction otherwise to the Employer, the Yukon Bonus travel benefit shall be paid out as an ~~untaxed~~ benefit. Such benefit shall be automatically paid out in the pay period immediately following the entitlement date and prior to December 31st of each year, to qualified employees defined in sections 16.01 and 16.02 above.
- 17.02 The long service bonus shall become payable each completed year thereafter. ~~on the employee's anniversary date of continuous service.~~ **Such benefit will be paid out in the pay period immediately following the entitlement date and prior to December 31st of each year.**
- 20.06 ~~Bylaw Services-Constables, Animal Control Constables~~ and Parking Meter Attendants shall have uniforms supplied by the Employer including suitable gloves during winter.
- (a) The Employer shall reimburse ~~Bylaw Services-Constables, Animal Control Constables~~ and Parking Meter Attendants for the cost of dry cleaning for each uniform item which is not washable as follows:
- Parkas up to two dry cleanings per year
 - Jackets up to two dry cleanings per year
 - Trousers up to nine dry cleanings per year
 - Ties up to four dry cleanings per year
- (b) The Employer shall supply ~~wallet~~ **identification** badges to ~~Bylaw Services-Constables, Animal Control Constables~~ and Parking Meter Attendants who will be required to carry them at all times ~~when whether on or off duty~~ **as a means of identification** within the boundaries of the City of Whitehorse.
- (c) The issue, use, replacement and return of uniforms and ~~wallet~~ **identification** badges shall be governed by the policies set down in the **City's** Administrative Directives **or the Department's Standard Operating Procedures** ~~of the City~~.
- 20.07 Permanent employees occupying positions in the classification Heavy Equipment Mechanic who will have completed 12 months of continuous employment as at December first of that year will be eligible for a tool allowance.
- (a) Eligible employees will receive a tool allowance in the amount of \$750.00~~maximum~~, to be paid during the month of January for the prior year on an annual basis. This allowance is to assist in defraying the employee's cost of replacing tools used in the performance of his regular duties.
- 20.09 All permanent employees (excluding uniform personnel) will be eligible to receive a clothing allowance once per year.
- (a) ~~Subject to Appendix A,~~ The clothing allowance shall be three hundred dollars (\$300.00)

per year and will be paid in the month following **after** completion of one year of continuous service and each year thereafter. **Such benefit shall be automatically paid out in the pay period immediately following the entitlement date and prior to December 31st of each year on the employee's anniversary date.**

~~20.10 Subject to Appendix A, all permanent employees will be eligible to receive a vision care allowance once every two year period to a maximum of \$400.00.~~

~~(a) The allowance in 20.10 will be paid to the total amount of submitted receipts for prescription eyeglasses or contact lenses and/or eye exams for the employee and any member of the employee's immediate family as defined in article 13.01(b).~~

21.22 Recall notice to Seasonal Positions shall be ~~by certified mail~~ **sent** to the employee's last **email** address on record with the Employer. It is the responsibility of each employee to notify the Employer promptly in writing of any change of **email** address. When recalled, an employee must indicate his intention to return to the employment of the City within ten working days of receipt of the notice and must report for work on the day specified in the notice. Any employee failing to respond to the City within ten working days of receiving notice to report or who fails to report on the day specified in the recall notice shall forfeit his claim to re-employment unless the Employer and Employee have agreed otherwise.

Schedule "A" General Notes:

~~Subject to section 9.12 of this Agreement, an employee required to operate the Track Excavator shall be paid acting pay at the Heavy Equipment Operator 2 rate plus a premium of thirty cents (\$0.30) per hour.~~

LOU 3 Delete

Appendix A - re-order of benefits per status as follows:

APPENDIX "A"

P.S.A.C Local Y023

Employees shall be entitled to the following: (This is just a reference, please refer to the referenced article for details)

Permanent Employees

Article

- 9.12 (m) - The salary of each employee shall, subject to sections 9.12(n) and 9.12(o), be increased annually on his increment date by one step where his salary falls on an increment or by five percent (5%) where his salary falls between increments until he reaches the Step 4 level.
- 10.03 - Statutory Holidays
- 10.08 - Time off in Lieu of Statutory Holidays Applies to select positions)
- 10.09 – Statutory Holiday Equalization Payments
- 11.01 - Vacation
- 12.01 (a) - Non occupational illness or Accident Notification (Employees must complete 90 calendar days of continuous service)
- 12.01 (b) – Sick Leave vs WI or LTD12.01(e) - Medical, Dental, Optical Appointments and to attend Funerals (90 calendar days of continuous service)
- 12.02 - Sick Penalty – Pay
- 12.03 – Wage Indemnity (eligible after first 90 days)
- 12.05 - Long Term Disability (17 weeks waiting period)
- 12.06 – Attendance Bonus
- 13.01 – Bereavement Leave
- 13.02 - Marriage Leave (Eligible after 6 months of continuous service)
- 13.03 - Birth/Adoption Leave
- 13.04 - Jury Duty/Court Leave
- 13.05 - Injury on Duty Leave
- 13.06 – Maternity Leave (Eligibility after completion of one-year continuous employment)
- 13.07 – Parental/Adoption Leave
- 13.08 – Compassionate Care Leave/Illness in the Immediate Family
- 13.09 – Part-time Return to work under Articles 13.06 and 13.07
- 13.10 – Leave Without Pay
- 13.11 – Unspecified Leave (Upon completion of 6 months' continuous service)
- 14.02 - Extended Health, Life, Accidental Death and Dismemberment (on the first of the month following 60 days of continuous employment)
- 14.04 - Dental (effective the first of the month following the completion of 60 days of continuous employment)
- 15.01 - Registered Retirement Savings Plan (RRSP)
- 16.01 – Yukon Bonus (after 2 years of continuous employment)
- 17.01 - Long Service Bonus (upon completion of five years of continuous service)
- 19.08 - Bus Pass
- 19.09 - Canada Games Centre Pass
- 20.05 - Safety Boot Allowance (employees designated by the City)
- 20.06 – Uniforms for Bylaw Services
- 20.07 - Tool Allowance (employees designated by the City)
- 20.09 - Clothing Allowance (excluding uniform personnel)
- 22.01 - Severance Pay

33.01 – Shift Differential (employees who work outside the hours of 6:00am to 6:00pm and an employee who works between 6:00pm on Friday and 6:00am on Monday)
37 – Job Share

Seasonal Employees

Seasonal employees shall be entitled to the same provisions of the collective agreement as permanent employees, but shall be pro-rated based on a full calendar year.

Article

9.12 (m) - The salary of each employee shall, subject to sections 9.12(n) and 9.12(o), be increased annually on his increment date by one step where his salary falls on an increment or by five percent (5%) where his salary falls between increments until he reaches the Step 4 level.

10.03 - Statutory Holidays

10.08 - Time off in Lieu of Statutory Holidays (Applies to select positions)

10.09 – Statutory Holiday Equalization Payments (Applies to select positions)

11.01 - Vacation (A seasonal employee shall receive vacation pay at the accrual rate listed in article 11.01. Years of continuous service as outlined in 11.01 shall be calculated on a pro-rated basis; i.e. if an employee works six months per year for a period of six years, they would move to 10%. However, seasonal employees who are scheduled to work eight (8) or more months per calendar year will accrue vacation leave.)

12 – Illness: A Seasonal employee shall accrue such leave credits at the rate of one day per month for each month in which the employee receives an equivalent of two standard work weeks of pay. This sick leave provision is to be construed as an insurance and not as a benefit that would be paid to the employee if not used.

13.01 – Bereavement Leave

13.02 - Marriage Leave (Eligible after 6 months of continuous service)

13.03 - Birth/Adoption Leave

13.04 – Jury Duty/Court Leave

13.05 - Injury on Duty Leave

13.06 - Maternity Leave (after completion of one-year continuous employment)

13.07 – Parental/Adoption Leave (Should qualify under EI Act)

13.08 – Compassionate Care Leave/Illness in the Immediate Family

13.09 – Part-time Return to work under Articles 13.06 and 13.07

13.10 – Leave Without Pay

13.11 – Unspecified Leave (Upon completion of 6 months' continuous service)

14.02 - Extended HealthLife, Life, Accidental Death and Dismemberment

(Seasonal employees may carry the benefit package throughout the year. The employer's share of the benefit premium shall only be paid during periods of work).

14.04 - Dental

15.01 - Registered Retirement Savings Plan (RRSP)

16.02 – Yukon Bonus (after 2 years of continuous employment)

17.01 - Long Service Bonus

19.08 - Bus Pass

19.09 - Canada Games Centre Pass

20.05 - Safety Boot Allowance (employees designated by the City)

20.06 – Uniforms for Bylaw Services

20.07 - Tool Allowance (employees designated by the City)

20.09 - Clothing Allowance (excluding uniform personnel)

22.01 - Severance Pay

33.01 – Shift Differential (employees who work outside the hours of 6:00am to 6:00pm and an employee who works between 6:00pm on Friday and 6:00am on Monday)

Temporary Employees

Article

9.12 – Salaries, Wages & Classification (An employee in a temporary position shall receive an increment after having reached 52 weeks of cumulative service in the same pay band, provided no break in service is greater than nine (9) months).

10.03 – Statutory Holidays (A Temporary Employee shall receive statutory holidays as set out in this agreement provided they have worked a minimum of five shifts prior to the statutory holiday).

10.08 - Time off in Lieu of Statutory Holidays (Applies to select positions)

11.01 - Vacation Pay – (A Temporary Employee shall receive vacation pay at the rate of 6% of gross pay at each pay period).

12 - ILLNESS

Sick Leave/Non occupational illness or Accident (A Temporary Employee shall accrue such leave credits at the rate of one day per month for each month in which the employee receives an equivalent of two standard working weeks of pay. This sick leave provision is to be construed as an insurance and not as a benefit that would be paid to the employee if not used).

13.01 – Bereavement Leave

13.03 - Birth/Adoption Leave

13.04 – Jury Duty/Court Leave

13.08 – Compassionate Care Leave/Illness in the Immediate Family

13.10 – Leave Without Pay

19.08 - Bus Pass

19.09 - Canada Games Centre Pass

20.06 – Uniforms for Bylaw Services

33.01 – Shift Differential (employees who work outside the hours of 6:00am to 6:00pm and an employee who works between 6:00pm on Friday and 6:00am on Monday)

Casual Employees

Article

9.12 - Salary Increment (A casual employee shall advance on the wage grid after 1800 hours of work or 2 calendar years, whichever occurs first).

10.03 - Statutory Holidays (A Casual employee shall receive statutory holidays as set out in this agreement, provided they have worked a minimum of 5 shifts prior to statutory holiday).

11.01 - Vacation Pay – (A Casual Employee shall receive vacation pay at the rate of 4% of gross earning at each pay period)

19.08 - Bus Pass

19.09 - Canada Games Centre Pass

20.06 – Uniforms for Bylaw Services

33.01 – Shift Differential (employees who work outside the hours of 6:00am to 6:00pm and an employee who works between 6:00pm on Friday and 6:00am on Monday)

Part-Time Employees

Part-time employees shall be pro-rated based on full time equivalency

Article

9.12 (m) - The salary of each employee shall, subject to sections 9.12(n) and 9.12(o), be increased annually on his increment date by one step where his salary falls on an increment or by five percent (5%) where his salary falls between increments until he reaches the Step 4 level.

10.03 - Statutory Holidays (Part-time Employees shall be compensated for statutory holidays in accordance with their Employee Status. The number of hours to be paid shall be established by averaging the regular number of hours worked and number of hours of paid leave taken during the employees previous 10 scheduled days of work.)

11.01 - Vacation (Accrual rate is based on length of service)

12.01 (a) - Non occupational illness or Accident Notification

(The leave with pay provided in this article shall be provided to part-time employees on the same basis as that provided to full-time employees but shall be earned at the same proportion that a part-time employee's normal hours of work bear to the normal hours of work of full-time employees in the same classification. That is, if a part-time employee works 50% of the regular full-time hours, the part-time employee received 50% of full time sick leave accumulation)

Part time employees are eligible for the provisions of article 12 if it applies to their employee status and if they meet the basic eligibility criteria for the carrier.)

12.01 (b) – Sick Leave vs WI or LTD

12.01(e) - Medical, Dental, Optical Appointments, Funeral Attendance (90 calendar days of continuous service)

12.02 - Sick Penalty – Pay

12.03 – Wage Indemnity (eligible after first 90 days)

12.05 - Long Term Disability (17 weeks waiting period)

12.06 – Attendance Bonus

13.01 – Bereavement Leave

13.02 - Marriage Leave (Eligible after 6 months of continuous service)

13.03 - Birth/Adoption Leave

13.04 – Jury Duty/Court Leave

13.05 - Injury on Duty Leave

13.06 - Maternity Leave (Eligibility after completion of one-year continuous employment)

13.07 – Parental/Adoption Leave (Should qualify under EI Act)

13.08 – Compassionate Care Leave/Illness in the Immediate Family

13.10 – Leave Without Pay

13.11 – Unspecified Leave (Upon completion of 6 months' continuous service)

14.02 - Extended Health, Life, Accidental Death and Dismemberment (on the first of the month following 60 days of continuous employment)

14.04 - Dental (effective the first of the month following the completion of 60 days of continuous employment)

15.01 - Registered Retirement Savings Plan (RRSP)

16.01 – Yukon Bonus (after 2 years of continuous employment)

17.01 - Long Service Bonus (upon completion of five years of continuous service)

19.08 - Bus Pass

19.09 - Canada Games Centre Pass

20.05 - Safety Boot Allowance (employees designated by the City)

20.06 – Uniforms for Bylaw Services

20.07 - Tool Allowance (employees designated by the City)

- 20.09 - Clothing Allowance (excluding uniform personnel)
- 22.01 - Severance Pay
- 33.01 – Shift Differential (employees who work outside the hours of 6:00am to 6:00pm and an employee who works between 6:00pm on Friday and 6:00am on Monday)

Term Employees

Term employees receive the same terms and conditions as permanent employees. At the end of the term, the employment relationship is terminated, unless the Parties agree otherwise

Article

- 9.12 (m) - The salary of each employee shall, subject to sections 9.12(n) and 9.12(o), be increased annually on his increment date by one step where his salary falls on an increment or by five percent (5%) where his salary falls between increments until he reaches the Step 4 level.
- 10.03 - Statutory Holidays
- 10.08 - Time off in Lieu of Statutory Holidays (Applies to select positions)
- 10.09 – Statutory Holiday Equalization Payments (Applies to select positions)
- 11.01 - Vacation
- 12.01(a) - Sick Leave/Non occupational illness or Accident (must complete 90 days before eligible)
- 12.01 (b) – Sick Leave vs WI or LTD
- 12.01(e) - Medical, Dental, Optical Appointments and to attend Funerals (90 calendar days of continuous service)
- 12.02 - Sick Penalty – Pay
- 12.03 – Wage Indemnity (eligible after first 90 days)
- 12.05 - Long Term Disability (17 weeks waiting period)
- 12.06 – Attendance Bonus
- 13.01 – Bereavement Leave
- 13.02 - Marriage Leave (Eligible after 6 months of continuous service)
- 13.03 - Birth/Adoption Leave
- 13.04 – Jury Duty/Court Leave
- 13.05 - Injury on Duty Leave
- 13.06 - Maternity Leave (Eligibility after completion of one-year continuous employment)
- 13.07 – Parental/Adoption Leave (Should qualify under EI Act)
- 13.08 – Compassionate Care Leave/Illness in the Immediate Family
- 13.09 – Part-time Return to work under Articles 13.06 and 13.07
- 13.10 – Leave Without Pay
- 13.11 – Unspecified Leave (Upon completion of 6 months' continuous service)
- 14.02 - Extended Health Life, and Accidental Death and Dismemberment (on the first of the month following 60 days of continuous employment)
- 14.04 - Dental (effective the first of the month following the completion of 60 days of continuous employment)
- 15.01 - Registered Retirement Savings Plan (RRSP)
- 16.01 – Yukon Bonus (after 2 years of continuous employment)
- 19.08 - Bus Pass
- 19.09 - Canada Games Centre Pass
- 20.05 - Safety Boot Allowance (employees designated by the City)
- 20.06 – Uniforms for Bylaw Services
- 20.07 - Tool Allowance (employees designated by the City)
- 20.09 - Clothing Allowance (excluding uniform personnel)
- 22.01 - Severance Pay

33.01 – Shift Differential (employees who work outside the hours of 6:00am to 6:00pm and an employee who works between 6:00pm on Friday and 6:00am on Monday)

CITY OF WHITEHORSE
BYLAW 2022-19

A bylaw to amend Fees and Charges Bylaw 2014-36

WHEREAS section 220 of the *Municipal Act* provides that council may by bylaw amend or vary bylaws; and

WHEREAS all City of Whitehorse municipal fees and charges are consolidated into one bylaw; and

WHEREAS it is deemed desirable that the Fees and Charges Bylaw be amended to reflect changes required as a result of a quarterly review;

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

1. The fee schedule attached to and forming part of Fees and Charges Bylaw 2014-36 is hereby amended by repealing existing Schedules 1, 6, 11 and 12 and substituting therefore new Schedules 1, 6, 11 and 12, attached hereto as Appendix "A" and forming part of this bylaw.
2. This bylaw shall come into full force and effect on and from final passage thereof.

FIRST and SECOND READING:

THIRD READING and ADOPTION:

Mayor

City Clerk

CITY OF WHITEHORSE BYLAW 2022-19

Explanatory Notes:

The attached bylaw amends the Fees and Charges Bylaw to reflect changes required per a quarterly operational review.

The changes include new fees, fee increases, deletion of redundant fees, and amendments to fee descriptions to provide clarity.

The changes are highlighted and are detailed as follows:

Schedule 1

- Revise the description of parking fees to include zone CNC2 in the description. The zoning regulations for CNC2 allow the applicants to pay cash in lieu of providing commercial parking spaces.
- Some increases to Building and Permit fees were missed on the schedule of changes that passed under Bylaw 2022-03, those items have been updated on the schedule for this bylaw.

Schedule 6

- Add new Fire fees related to securing an abandoned or vacant property from unauthorized entry. No effect on revenue, the intent is to offset administrative expenses incurred to ensure that the work is performed and billing is managed appropriately.

Schedule 11

- Add new transit Bus Fares fees for all categories (adult, senior, youth and disability) with 3, 6 and 12 month options available through the Transit app (Token Transit) to give residents more options.
- Replace College and Education group pass with new transit Group Pass fees for education and university passes to provide increased flexibility with the online transit passes being prorated for a late start to the semester and the duration of the education semester (5-months) to give more options to the students.
- Revise the description for advertising fees to provide clarity on pricing and increase the fees to reduce the gap between existing fees and the market rate.
- Add new transit advertising fees for exterior tail panels on the back of the bus with 4-week and 52-week advertising options.
- Add new transit advertising penalty fees related to renewal of vinyl application bus wrap to recover costs associated with cancellations and non-renewal bus advertising contracts.
- Remove advertising fees from the back face of bus passes as it is outdated and has not been used for several years.

Schedule 12

- Some fees and charges under waste management were missed on the schedule of changes that passed under Bylaw 2022-03, those items have been updated on the schedule for this bylaw.

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2022-03	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2022-19	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE
Land & Building Services	Building File Information			each	\$ 75.00	1-Jan-22	\$ 78.75	\$ 75.00	1-Jan-22	78.75
Land & Building Services	Building Permit	Base Rate of \$150.00 plus .71% of construction value		minimum	\$ 150.00	1-Jan-22	no gst	\$ 150.00	1-Jan-22	no gst
Land & Building Services	Building Permit	Designated municipal historic resource		each	\$ -	27-Jan-03	no gst	\$ -	27-Jan-03	no gst
Land & Building Services	Building/Plumbing Permit Refund	Written request from applicant within 6 months of original date of issue; and no permit related work on site has begun + deduction of \$75. or 20% of fee whichever is more		fee	\$ 75.00	1-May-12	no gst	\$ 75.00	1-May-12	no gst
Land & Building Services	Building Placement (excluding modular homes)	.71% of construction value on new site (including any renovation) or minimum \$150.00		minimum	\$ 150.00	1-Jan-22	no gst	\$ 150.00	1-Jan-22	no gst
Land & Building Services	Mobile Home Placement	.71% of construction value on new site (including any renovation) or minimum \$150.00		minimum	\$ 150.00	1-Jan-22	no gst	\$ 150.00	1-Jan-22	no gst
Land & Building Services	Construction-No Permit	Construction (including excavation) commenced without prior authorization: Double (2x) the normal fee		each	varies	14-Mar-05	no gst	varies	14-Mar-05	no gst
Land & Building Services	Demolition Permit	Fee (\$150) plus deposit of \$5.00 per sq. meter of Building area – Minimum Deposit \$200		each	\$ 150.00	1-Jan-22	no gst	\$ 150.00	1-Jan-22	no gst
Land & Building Services	Special Inspection	Special Inspection not under a permit		each	\$ 75.00	1-May-12	no gst	\$ 150.00	1-Jul-22	no gst
Land & Building Services	Heating Appliance Permit	Wood stoves and appliances not installed under general building permit		each	\$ 75.00	1-May-12	no gst	\$ 150.00	1-Jul-22	no gst
Land & Building Services	Mechanical Permit	(Sprinkler) \$150.00 minimum or .71% of contract price		minimum	\$ 150.00	1-Jan-22	no gst	\$ 150.00	1-Jan-22	no gst
Land & Building Services	Plumbing Permit	Minimum \$150.00 plus \$7.50 per fixture		minimum	\$ 150.00	1-Jan-22	no gst	\$ 150.00	1-Jan-22	no gst
Land & Building Services	Temporary Building	Fee plus \$500.00 deposit		each	\$ 75.00	1-May-12	no gst	\$ 150.00	1-Jul-22	no gst
Land & Building Services	Controlled Substance Properties	Service Fees as defined in the <i>Controlled Substance Properties</i> Bylaw		all costs	Cost +	24-Sep-07	no gst	Cost +	24-Sep-07	no gst
Land & Building Services	Controlled Substance Properties	Inspection Fee		each	\$ 500.00	24-Sep-07	no gst	\$ 500.00	24-Sep-07	no gst
Land & Building Services	Controlled Substance Properties	Special safety Inspection as defined in the <i>Controlled Substance Properties</i> Bylaw		each	\$ 500.00	24-Sep-07	no gst	\$ 500.00	24-Sep-07	no gst
Land & Building Services	Controlled Substance Properties	Subsequent inspection re failure to undertake actions ordered		each	\$ 1,000.00	24-Sep-07	no gst	\$ 1,000.00	24-Sep-07	no gst
Land & Building Services	Address Changes	Changing a municipal address	No relocation	each	\$ 200.00	22-Jun-98	no gst	\$ 200.00	22-Jun-98	no gst
Land & Building Services	Development Cost Charge	Residential, single family	Unserviced Country Residential secondary Suite	per dwelling	\$ 1,040.00	1-Jul-14	no gst	\$ 1,040.00	1-Jul-14	no gst
Land & Building Services	Development Cost Charge	Residential, single family	Urban serviced lot	per dwelling	\$ 3,641.00	1-Jul-14	no gst	\$ 3,641.00	1-Jul-14	no gst
Land & Building Services	Development Cost Charge	Residential, single family	Country residential serviced lot	per dwelling	\$ 3,641.00	1-Jul-14	no gst	\$ 3,641.00	1-Jul-14	no gst
Land & Building Services	Development Cost Charge	Residential, single family	Country residential non serviced lot	per dwelling	\$ 1,769.00	1-Jul-14	no gst	\$ 1,769.00	1-Jul-14	no gst
Land & Building Services	Development Cost Charge	Residential, duplex	Duplex housing	per 2 dwellings	\$ 5,826.00	1-Jul-14	no gst	\$ 5,826.00	1-Jul-14	no gst
Land & Building Services	Development Cost Charge	Residential, multiple housing	Townhouse	per dwelling	\$ 2,913.00	1-Jul-14	no gst	\$ 2,913.00	1-Jul-14	no gst
Land & Building Services	Development Cost Charge	Residential, multiple housing	Apartment	per dwelling	\$ 2,185.00	1-Jul-14	no gst	\$ 2,185.00	1-Jul-14	no gst
Land & Building Services	Development Cost Charge	Residential, multiple housing	Multiple detached dwellings	per dwelling	\$ 2,913.00	1-Jul-14	no gst	\$ 2,913.00	1-Jul-14	no gst
Land & Building Services	Development Cost Charge	Approved Development Incentive	Suite Development Incentive	per dwelling	\$ -	24-Feb-20	no gst	\$ -	24-Feb-20	no gst
Land & Building Services	Development Cost Charge	Approved Development Incentive	Neighbourhood Density Development Incentive, To a maximum of \$50,000 in regular DCCs	per dwelling	\$ -	24-Feb-20	no gst	\$ -	24-Feb-20	no gst
Land & Building Services	Development Cost Charge	Approved Development Incentive	RCM2 Development Incentive	per dwelling	\$ -	24-Feb-20	no gst	\$ -	24-Feb-20	no gst
Land & Building Services	Development Cost Charge	Approved Development Incentive	Rental and Supportive Housing Development Incentive	per dwelling	\$ -	24-Feb-20	no gst	\$ -	24-Feb-20	no gst
Land & Building Services	Development Agreement	Approved Development Incentive	Rental and Supportive Housing Development Incentive	each	\$ 200.00	24-Feb-20	no gst	\$ 200.00	24-Feb-20	no gst
Land & Building Services	Development Permit	Conditional Use - \$500 plus applicable Permitted Use fee.		each +	\$ 500.00	1-Jan-15	no gst	\$ 500.00	1-Jan-15	no gst
Land & Building Services	Development Permit	Designated municipal historic resource		each	\$ -	27-Jan-03	no gst	\$ -	27-Jan-03	no gst
Land & Building Services	Development Permit	Change of Use	Change of Use with new zoning requirements: All zones	each	\$ 350.00	1-Jan-22	no gst	\$ 350.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Change of Use	Change of Use without new zoning requirements: All zones	each	\$ 95.00	1-Jan-22	no gst	\$ 95.00	1-Jan-22	no gst

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2022-03	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2022-19	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE
Land & Building Services	Development Permit	New Development	New Use: Single detached & duplex housing; triplex & townhouse housing where each unit is on a separate fee-simple lot, living suite or garden suite	each unit	\$ 175.00	1-Jan-22	no gst	\$ 175.00	1-Jan-22	no gst
Land & Building Services	Development Permit	New Development	New Use and/or new Gross Floor Area (GFA): All other uses: \$400.00 + \$1.10/m2 GFA; Minor change to plans for application in progress resulting in revised GFA being <10% more or less than original GFA - no fee change (i.e. no refund if less, no additional charge if more)	each +	\$ 400.00	1-Jan-22	no gst	\$ 400.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Secondary Use of a Residence	Home-based Business, Bed and Breakfast Lodging, Family Day Home	each	\$ 40.00	1-Jan-22	no gst	\$ 40.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Placement of Sign	Per Sign	each	\$ 40.00	1-Jan-22	no gst	\$ 40.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Schwatka Lake Waterfront Policy Dock Permit	Annual permit	each	\$ 300.00	1-May-16	no gst	\$ 300.00	1-May-16	no gst
Land & Building Services	Development Permit	Schwatka Lake Waterfront Policy Dock Permit	Refundable deposit	each	\$ 1,500.00	1-May-16	no gst	\$ 1,500.00	1-May-16	no gst
Land & Building Services	Development Permit	Demolition/Relocation of a Structure	Demolition Structure (<75 m2)	each	\$ 95.00	1-Jan-22	no gst	\$ 95.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Demolition/Relocation of a Structure	Commercial	each	\$ 350.00	1-Jan-22	no gst	\$ 350.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Demolition/Relocation of a Structure	Residential	each	\$ 250.00	1-Jan-22	no gst	\$ 250.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Temporary Use Permit	Community Event	each	\$ 40.00	1-Jan-22	no gst	\$ 40.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Temporary Use Permit	Commercial Event/Development	each	\$ 350.00	1-Jan-22	no gst	\$ 350.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Temporary Use Permit	Temporary Use Permit<7 days	each	\$ 40.00	1-Jan-22	no gst	\$ 40.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Mobile food Vendor on public site	Annual permit	each	\$ 350.00	1-Jan-22	no gst	\$ 350.00	1-Jan-22	no gst
Land & Building Services	Development Permit	Mobile food Vendor on public site	Monthly for electricity	monthly	\$ 50.00	1-Apr-21	no gst	\$ 50.00	1-Apr-21	no gst
Land & Building Services	Development Permit Refund	Development Permit Refund	Denied or withdrawn applications, or written request from applicant within 6 months of original approval date (provided no permit-related work on site has occurred) - deduction of the greater of \$55.00 or 50% of fee. The conditional use application fee is not refundable.	each	Varies	1-Apr-21	no gst	Varies	1-Apr-21	no gst
Land & Building Services	Land Management	Development agreement		each	\$ 200.00	29-Jan-07	no gst	\$ 200.00	29-Jan-07	no gst
Land & Building Services	Land Management	Road Closure Bylaw		each	\$ 500.00	29-Jan-07	no gst	\$ 500.00	29-Jan-07	no gst
Land & Building Services	Land Management	Subdivision Approval Extension		each	\$ 250.00	29-Jan-07	no gst	\$ 250.00	29-Jan-07	no gst
Land & Building Services	Parking	Payment in lieu of providing parking space	Space in the CC, CPG and CMW Zones	each space	\$ 18,706.00	13-Nov-01	no gst	\$ 18,706.00	13-Nov-01	no gst
Land & Building Services	Parking	Payment in lieu of providing parking space	Space in the CM1, CM2 and CNC2 zones	each space	\$ 7,967.00	13-Nov-01	no gst	\$ 7,967.00	13-Nov-01	no gst
Land & Building Services	Subdivision Application	Condominium (non refundable fee)	\$50.00 per unit being created to a maximum of \$500.00	each	\$ 50.00	8-Jan-01	no gst	\$ 50.00	8-Jan-01	no gst
Land & Building Services	Subdivision Application	Consolidation (non refundable fee)		each	\$ 50.00	22-Jun-98	no gst	\$ 50.00	22-Jun-98	no gst
Land & Building Services	Subdivision Application	Subdivision (non refundable fee)	Min. charge \$250. max. charge \$1000. ea. Lot \$100	each	\$ 100.00	22-Jun-98	no gst	\$ 100.00	22-Jun-98	no gst
Land & Building Services	Subdivision Application	Property line adjustment or realignment (non refundable fee)	Each adjustment/realignment \$50	each	\$ 50.00	8-Jan-01	no gst	\$ 50.00	8-Jan-01	no gst

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2020-32 APPROVED FEE	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2022-19	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE
Fire	Burning	Burning	Open burning for land clearing purposes	per day	\$ 110.00	23-Feb-09	no gst	\$ 110.00	23-Feb-09	no gst
Fire	Burning	Burning-open burning for other than land clearing purposes	1 week (7 day) permit)	each	\$ 22.00	23-Feb-09	no gst	\$ 22.00	23-Feb-09	no gst
Fire	Burning	Burning-open burning for other than land clearing purposes-seasonal permit	Season is October 1 to March 31	per season	\$ 110.00	23-Feb-09	no gst	\$ 110.00	23-Feb-09	no gst
Fire	Confined Space	Confined Space Rescues	Standard 3rd (third) party billing rates for staff & equipment plus \$500.00 for materials used	each event	Actual + \$500	27-Jan-03	no gst	Actual + \$500	27-Jan-03	no gst
Fire	Explosives	Explosives Storage for construction purposes		each	\$ 100.00	28-Jan-02	\$ 105.00	\$ 100.00	28-Jan-02	105
Fire	High Hazard Fireworks Display	Fireworks Permit	For non-City organized events fee + fire protection if needed	each	\$ 250.00	1-Jan-12	no gst	\$ 250.00	1-Jan-12	no gst
Fire	Occupancy Load	Determine Occupancy Load	Determine the occupancy load for any space	each event	150.00 + 100/hr after the first 2 hours	1-Apr-20	+ GST	150.00 + 100/hr after the first 2 hours	1-Apr-20	+ GST
Fire	Safety Plan	Review of New Fire Safety Plan	Fee includes cost recovery for applicable wages and benefits	each	Actual + 100	1-Jul-18	+ GST	Actual + 100	1-Jul-18	+ GST
Fire	Safety Plan	Update of Fire Safety Plan	Review of an updated fire safety plan		\$ 50.00	1-Jan-12	\$ 52.50	\$ 50.00	1-Jan-12	52.5
Fire	False Alarm	3rd and Subsequent Responses within 12 months	False alarms due to vandalism, defective alarm systems or equipment, or negligence of building owner, tenant or contractor	each	\$ 500.00	1-Oct-20	no gst	\$ 500.00	1-Oct-20	no gst
Fire	File search/Letter	Administration Costs	Information request including inspection or investigation reports provided to any person, insurance company or government agency required to prepare by the Fire Department based on the approval of the Fire Chief, Deputy Fire Chief, or Prevention Officer.	Per Request	5 per page+ 100 admin+Postage	1-Apr-20	+ GST	5 per page+ 100 admin+Postage	1-Apr-20	+ GST
Fire	Response	Per Unit responding plus actual cost of incident mitigation, disposal and lost or damage to equipment		unit/hour+	Actual + 250	1-Jul-18	no gst	Actual + \$250	1-Jul-18	no gst
Fire	Investigation	Fire or Incident Investigation	Investigation into fire or accident causation factors or any investigation where public safety from fire or accident needs to be determined. Fees will also be levied where ancillary agents are used for investigation purposes including towing, security, storage, specialized photographic or other evidentiary services. travel, accommodation, and other required services.	each	Actual + \$100	1-Jul-18	no gst	Actual + \$100	1-Jul-18	no gst
Fire	Inspection Fee	Compliance Re-inspection Fee		each	\$ 200.00	1-Jan-12	no gst	\$ 200.00	1-Jan-12	no gst
Fire	Inspection Fee	Inspection Required for Licensing and Permitting	Daycares or Child Care centers	each	\$ 50.00	1-Jul-18	no gst	\$ 50.00	1-Jul-18	no gst
Fire	Inspection Fee	Licensing Inspection	Inspecting a premise for purpose of obtaining a liquor license	yearly	\$ 100.00	1-Jan-12	no gst	\$ 100.00	1-Jan-12	no gst
Fire	Inspection Fee	Special Event Inspection	If no occupancy load calculation is required	each	\$ 100.00	1-Jan-12	no gst	\$ 100.00	1-Jan-12	no gst
Fire	Stand-By	Confined Space	On Site Stand-By. Fee includes cost recovery for applicable wages, benefits and lost or damaged equipment	each	Actual + \$500	1-Jul-18	no gst	Actual + \$500	1-Jul-18	no gst
Fire	Technical Rescue	Technical Rescue response beyond City of Whitehorse limits	Cost recovery for wages, benefits and any loss or damage to fire department equipment	each	Actual Cost	1-Jul-13	no gst	Actual Cost	1-Jul-13	no gst
Fire	False Alarm	1st Response within 12 months	False alarms due to vandalism, defective alarm systems or equipment, or negligence of building owner, tenant or contractor	each	No charge	1-Oct-20	no gst	No charge	1-Oct-20	no gst
Fire	False Alarm	2nd Response within 12 months	False alarms due to vandalism, defective alarm systems or equipment, or negligence of building owner, tenant or contractor	each	\$ 200.00	1-Oct-20	no gst	\$ 200.00	1-Oct-20	no gst
Fire	Property Securement	Securing an abandoned or Vacant property against unauthorized entry	Utilization of a 3rd party contractor to secure a building which is vacant, abandoned or damaged and where normal means of securement (locking doors / windows) has proven to be inadequate to prevent unauthorized entry.	each event				Actual + \$250	1-Jul-22	no gst

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2022-21 APPROVED FEE	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2022-19	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE
Transit	Bus Fares	Adult Pass: Monthly (Age 19-59)	1-month @ \$62	each	\$ 62.00	1-Jan-08	no gst	\$ 62.00	1-Jan-08	no gst
Transit	Bus Fares	Adult Pass: 3 Months (Age 19-59)	3-months @ \$62; available through the Token Transit App	each				\$ 186.00	1-Jul-22	no gst
Transit	Bus Fares	Adult Pass: 6 Months (Age 19-59)	6-months @ \$61; available through the Token Transit App	each				\$ 366.00	1-Jul-22	no gst
Transit	Bus Fares	Adult Pass: 12 Months (Age 19-59)	12-months @ \$60; available through the Token Transit App	each			\$ -	\$ 720.00	1-Jul-22	no gst
Transit	Bus Fares	Adult Single-cash - Age 19-59		each	\$ 2.50	1-Jan-08	no gst	\$ 2.50	1-Jan-08	no gst
Transit	Bus Fares	Adult Ticket (sold in strips of 10) - Age 19-59		each strip	\$ 23.00	1-Jan-08	no gst	\$ 23.00	1-Jan-08	no gst
Transit	Bus Fares	Day Pass - Age 5 and over		each	\$ 5.00	1-Apr-15	no gst	\$ 5.00	1-Apr-15	no gst
Transit	Bus Fares	Disabled Handy Bus Pass: Monthly - Handy Bus disabled customers that meet the eligibility requirements of Handy Bus Service	1-month @ \$26	each	\$ 26.00	1-Jan-08	no gst	\$ 26.00	1-Jan-08	no gst
Transit	Bus Fares	Disabled Handy Bus Pass: 3 Months	3-months @ \$26; available through the Token Transit App	each				\$ 78.00	1-Jul-22	no gst
Transit	Bus Fares	Disabled Handy Bus Pass: 6 Months	6-months @ \$25; available through the Token Transit App	each				\$ 150.00	1-Jul-22	no gst
Transit	Bus Fares	Disabled Handy Bus Pass: 12 Months	12-months @ \$24; available through the Token Transit App	each				\$ 288.00	1-Jul-22	no gst
Transit	Bus Fares	Disabled Handy Bus-Cash - Handy Bus disabled customers that meet the eligibility requirements of Handy Bus Service		each	\$ 2.50	1-Jan-08	no gst	\$ 2.50	1-Jan-08	no gst
Transit	Bus Fares	Disabled Handy Bus-Ticket (strip of 10) - Handy Bus disabled customers that meet the eligibility requirements of Handy Bus Service		each strip	\$ 10.00	1-Jan-08	no gst	\$ 10.00	1-Jan-08	no gst
Transit	Bus Fares	Disabled Conventional Bus - Conventional Bus- disabled customers that meet the eligibility- requirements of Handy Bus Service		each	free	1-Jul-03	no gst	Remove Fee		
Transit	Bus Fares	Pre-schooler: 4 and under accompanied by an adult (2 per adult)	Proof of age may be required	each	free	22-Jun-98	no gst	free	22-Jun-98	no gst
Transit	Bus Fares	Senior Pass: Monthly (Age 60 and over)	1-month @ \$26	each	\$ 26.00	1-Jan-08	no gst	\$ 26.00	1-Jan-08	no gst
Transit	Bus Fares	Senior Pass: 3 Months (Age 60+)	3-months @ \$26; available through the Token Transit App	each				\$ 78.00	1-Jul-22	no gst
Transit	Bus Fares	Senior Pass: 6 Months (Age 60+)	6-months @ \$25; available through the Token Transit App	each				\$ 150.00	1-Jul-22	no gst
Transit	Bus Fares	Senior Pass: 12 Months (Age 60+)	12-months @ \$24; available through the Token Transit App	each			\$ -	\$ 288.00	1-Jul-22	no gst
Transit	Bus Fares	Senior Single-cash - Age 60 and over		each	\$ 2.50	1-Jan-08	no gst	\$ 2.50	1-Jan-08	no gst
Transit	Bus Fares	Senior Ticket (strips of 10) - Age 60 and over		each strip	\$ 10.00	1-Jan-08	no gst	\$ 10.00	1-Jan-08	no gst
Transit	Bus Fares	Youth Pass: Monthly (Age 5-18)	1-month @ \$40	each	\$ 40.00	1-Jan-08	no gst	\$ 40.00	1-Jan-08	no gst
Transit	Bus Fares	Youth Pass: 3 Months (Age 5-18)	3-months @ \$40; available through the Token Transit App	each				\$ 120.00	1-Jul-22	no gst
Transit	Bus Fares	Youth Pass: 6 Months (Age 5-18)	6-months @ \$39; available through the Token Transit App	each				\$ 234.00	1-Jul-22	no gst
Transit	Bus Fares	Youth Pass: 12 Months (Age 5-18)	12-months @ \$38; available through the Token Transit App	each			\$ -	\$ 456.00	1-Jul-22	no gst
Transit	Bus Fares	Youth Single-cash - Age 5-18		each	\$ 2.50	1-Jan-08	no gst	\$ 2.50	1-Jan-08	no gst
Transit	Bus Fares	Youth Ticket (sold in strips of 10) - Age 5-18		each strip	\$ 15.00	1-Jan-08	no gst	\$ 15.00	1-Jan-08	no gst
Transit	Bus Fares	Superpass Monthly - Superpass -ADULT		each	\$ 54.25	1-Jul-18	no gst	\$ 54.25	1-Jul-18	no gst
Transit	Bus Fares	Superpass Monthly - Superpass -YOUTH		each	\$ 35.00	1-Jan-15	no gst	\$ 35.00	1-Jan-15	no gst
Transit	Bus Fares	Superpass Monthly - Superpass -SENIOR		each	\$ 22.75	1-Jan-15	no gst	\$ 22.75	1-Jan-15	no gst
Transit	Bus Fares	Superpass Monthly - Superpass -DISABILITY		each	\$ 22.75	1-Jan-15	no gst	\$ 22.75	1-Jan-15	no gst
Transit	Bus Fares	Suspend the collection of fees for all bus fares until July 01, 2022		each	-	18-May-22	no gst	-	18-May-22	no gst

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2022-21 APPROVED FEE	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2022-19	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE
Transit	Group Pass	University Pass: Monthly		each				\$ 62.00	1-Jul-22	no gst
Transit	Group Pass	University Pass: Semester (2-months)	Available through the Token Transit App: Prorated for late start to semester	each				\$ 124.00	1-Jul-22	no gst
Transit	Group Pass	University Pass: Semester (3-months)	Available through the Token Transit App: Prorated for late start to semester	each				\$ 186.00	1-Jul-22	no gst
Transit	Group Pass	University Pass: Semester (4-months)	Available through the Token Transit App: Full semester	each				\$ 248.00	1-Jul-22	no gst
Transit-	Group Pass	College – 0% -10% (0-55) of students-participating-		each	\$ 248.00	1-Jan-13	no gst	Remove Fee		
Transit-	Group Pass	College – 10% -20% (56-110) of students-participating-	0% Transit Discount	each	\$ 248.00	1-Jan-13	no gst	Remove Fee		
Transit-	Group Pass	College – 20% -30% (111-165) of students-participating-	20% Transit Discount	each	\$ 198.40	1-Jan-13	no gst	Remove Fee		
Transit-	Group Pass	College – 30% -40% (166-220) of students-participating-	20% Transit Discount	each	\$ 198.40	1-Jan-13	no gst	Remove Fee		
Transit-	Group Pass	College – 40% -50% (221-275) of students-participating-	35% Transit Discount	each	\$ 161.20	1-Jan-13	no gst	Remove Fee		
Transit-	Group Pass	College – 50% -60% (276-330) of students-participating-	35% Transit Discount	each	\$ 161.20	1-Jan-13	no gst	Remove Fee		
Transit-	Group Pass	College – 60% -70% (331-385) of students-participating-	50% Transit Discount	each	\$ 124.00	1-Jan-13	no gst	Remove Fee		
Transit-	Group Pass	College – 70% -80% (386-440) of students-participating-	50% Transit Discount	each	\$ 124.00	1-Jan-13	no gst	Remove Fee		
Transit-	Group Pass	College – 80% -90% (441-495) of students-participating-	75% Transit Discount	each	\$ 62.00	1-Jan-13	no gst	Remove Fee		
Transit-	Group Pass	College – 90% -100% (496-550) of students-participating-	75% Transit Discount	each	\$ 62.00	1-Jan-13	no gst	Remove Fee		
Transit	Group Pass	Education Pass: Monthly		each				\$ 30.00	1-Jul-22	no gst
Transit	Group Pass	Education Pass: Semester (2-months)	Available through the Token Transit App: Prorated for late start to semester	each				\$ 60.00	1-Jul-22	no gst
Transit	Group Pass	Education Pass: Semester (3-months)	Available through the Token Transit App: Prorated for late start to semester	each				\$ 90.00	1-Jul-22	no gst
Transit	Group Pass	Education Pass: Semester (4-months)	Available through the Token Transit App: Prorated for late start to semester	each				\$ 120.00	1-Jul-22	no gst
Transit	Group Pass	Education Pass: Semester (5-months)		each				\$ 150.00	1-Jul-22	no gst
Transit-	Group Pass	Education – 0% of eligible students or employees-participating-	0% Transit Discount	each	\$ 40.00	1-May-12	no gst	Remove Fee		
Transit-	Group Pass	Education – 25% of eligible students or employees-participating-	10% Transit Discount	each	\$ 36.00	1-May-12	no gst	Remove Fee		
Transit-	Group Pass	Education – 50% of eligible students or employees-participating-	15% Transit Discount	each	\$ 34.00	1-May-12	no gst	Remove Fee		
Transit-	Group Pass	Education – 75% of eligible students or employees-participating-	20% Transit Discount	each	\$ 32.00	1-May-12	no gst	Remove Fee		
Transit-	Group Pass	Education – 100% of eligible students or employees-participating-	25% Transit Discount	each	\$ 30.00	1-May-12	no gst	Remove Fee		
Transit-	Group Pass	Education – Semester – 0% of eligible students or employees-participating-	0% Transit Discount	each	\$ 200.00	1-Apr-21	\$ 210.00	Remove Fee		
Transit-	Group Pass	Education – Semester – 25% of eligible students or employees-participating-	10% Transit Discount	each	\$ 180.00	1-Apr-21	\$ 189.00	Remove Fee		
Transit-	Group Pass	Education – Semester – 50% of eligible students or employees-participating-	15% Transit Discount	each	\$ 170.00	1-Apr-21	\$ 178.50	Remove Fee		
Transit-	Group Pass	Education – Semester – 75% of eligible students or employees-participating-	20% Transit Discount	each	\$ 160.00	1-Apr-21	\$ 168.00	Remove Fee		
Transit-	Group Pass	Education – Semester – 100% of eligible students or employees-participating-	25% Transit Discount	each	\$ 150.00	1-Apr-21	\$ 157.50	Remove Fee		

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2022-21 APPROVED FEE	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2022-19	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE
Transit	Group Pass	Employers 5-25 Participants - 0% of employees participating	0% Transit Discount	each	\$ 62.00	1-Jun-12	no gst	\$ 62.00	1-Jun-12	no gst
Transit	Group Pass	Employers 5-25 Participants - 25% of employees participating	3.75% Transit Discount	each	\$ 59.68	1-Jun-12	no gst	\$ 59.68	1-Jun-12	no gst
Transit	Group Pass	Employers 5-25 Participants - 50% of employees participating	7.50% Transit Discount	each	\$ 57.35	1-Jun-12	no gst	\$ 57.35	1-Jun-12	no gst
Transit	Group Pass	Employers 5-25 Participants - 75% of employees participating	11.25% Transit Discount	each	\$ 55.03	1-Jun-12	no gst	\$ 55.03	1-Jun-12	no gst
Transit	Group Pass	Employers 5-25 Participants - 100% of employees participating	15.0% Transit Discount	each	\$ 52.70	1-Jun-12	no gst	\$ 52.70	1-Jun-12	no gst
Transit	Group Pass	Employers 26-50 Participants - 0% of employees participating	0% Transit Discount	each	\$ 62.00	1-Jun-12	no gst	\$ 62.00	1-Jun-12	no gst
Transit	Group Pass	Employers 26-50 Participants - 25% of employees participating	5% Transit Discount	each	\$ 58.90	1-Jun-12	no gst	\$ 58.90	1-Jun-12	no gst
Transit	Group Pass	Employers 26-50 Participants - 50% of employees participating	10% Transit Discount	each	\$ 55.80	1-Jun-12	no gst	\$ 55.80	1-Jun-12	no gst
Transit	Group Pass	Employers 26-50 Participants - 75% of employees participating	15% Transit Discount	each	\$ 52.70	1-Jun-12	no gst	\$ 52.70	1-Jun-12	no gst
Transit	Group Pass	Employers 26-50 Participants - 100% of employees participating	20% Transit Discount	each	\$ 49.60	1-Jun-12	no gst	\$ 49.60	1-Jun-12	no gst
Transit	Group Pass	Employers over 50 Participants - 0% of employees participating	0% Transit Discount	each	\$ 62.00	1-Jun-12	no gst	\$ 62.00	1-Jun-12	no gst
Transit	Group Pass	Employers over 50 Participants - 25% of employees participating	6.25% Transit Discount	each	\$ 58.13	1-Jun-12	no gst	\$ 58.13	1-Jun-12	no gst
Transit	Group Pass	Employers over 50 Participants - 50% of employees participating	12.50% Transit Discount	each	\$ 54.25	1-Jun-12	no gst	\$ 54.25	1-Jun-12	no gst
Transit	Group Pass	Employers over 50 Participants - 75% of employees participating	18.75% Transit Discount	each	\$ 50.38	1-Jun-12	no gst	\$ 50.38	1-Jun-12	no gst
Transit	Group Pass	Employers over 50 Participants - 100% of employees participating	25% Transit Discount	each	\$ 46.50	1-Jun-12	no gst	\$ 46.50	1-Jun-12	no gst
Transit	Group Pass	Youth - Employers 5-25 Participants - 0% of employees participating	0% Transit Discount	each	\$ 40.00	1-Jul-13	no gst	\$ 40.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers 5-25 Participants - 25% of employees participating	3.75% Transit Discount	each	\$ 38.50	1-Jul-13	no gst	\$ 38.50	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers 5-25 Participants - 50% of employees participating	7.50% Transit Discount	each	\$ 37.00	1-Jul-13	no gst	\$ 37.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers 5-25 Participants - 75% of employees participating	11.25% Transit Discount	each	\$ 35.50	1-Jul-13	no gst	\$ 35.50	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers 5-25 Participants - 100% of employees participating	15.0% Transit Discount	each	\$ 34.00	1-Jul-13	no gst	\$ 34.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers 26-50 Participants - 0% of employees participating	0% Transit Discount	each	\$ 40.00	1-Jul-13	no gst	\$ 40.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers 26-50 Participants - 25% of employees participating	5% Transit Discount	each	\$ 38.00	1-Jul-13	no gst	\$ 38.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers 26-50 Participants - 50% of employees participating	10% Transit Discount	each	\$ 37.00	1-Jul-13	no gst	\$ 37.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers 26-50 Participants - 75% of employees participating	15% Transit Discount	each	\$ 34.00	1-Jul-13	no gst	\$ 34.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers 26-50 Participants - 100% of employees participating	20% Transit Discount	each	\$ 32.00	1-Jul-13	no gst	\$ 32.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers over 50 Participants - 0% of employees participating	0% Transit Discount	each	\$ 40.00	1-Jul-13	no gst	\$ 40.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers over 50 Participants - 25% of employees participating	6.25% Transit Discount	each	\$ 37.50	1-Jul-13	no gst	\$ 37.50	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers over 50 Participants - 50% of employees participating	12.50% Transit Discount	each	\$ 35.00	1-Jul-13	no gst	\$ 35.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers over 50 Participants - 75% of employees participating	18.75% Transit Discount	each	\$ 32.50	1-Jul-13	no gst	\$ 32.50	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers over 50 Participants - 100% of employees participating	25% Transit Discount	each	\$ 30.00	1-Jul-13	no gst	\$ 30.00	1-Jul-13	no gst

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2022-21 APPROVED FEE	EFFECTIVE DATE	FEE IF GST APPLICABLE	BYLAW 2022-19	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE
Transit	Advertising	Bench Back - 4 weeks	21"x69" ad panel	each	\$ 82.50	1-Jan-13	\$ 86.60	\$ 90.00	1-Jul-22	\$ 94.50
Transit	Advertising	Bench Back - 52 weeks (@ 44 weeks cost)	21"x69" ad panel	each	\$ 825.00	1-Jan-13	\$ 866.30	\$ 990.00	1-Jul-22	\$ 1,039.50
Transit	Advertising	Exterior King panels, side of bus - 4 weeks	139"x30" ad panel	each	\$ 275.00	1-Jan-13	\$ 288.80	\$ 300.00	1-Jul-22	\$ 315.00
Transit	Advertising	Exterior King panels, side of bus - 52 weeks (@ 44 weeks cost)	139"x30" ad panel	each	\$ 2,750.00	1-Jan-13	\$ 2,887.50	\$ 3,300.00	1-Jul-22	\$ 3,465.00
Transit	Advertising	Exterior Tail panels, back of bus - 4 weeks	69.75" x 21" ad panel	each				\$ 300.00	1-Jul-22	\$ 315.00
Transit	Advertising	Exterior Tail panels, back of bus - 52 weeks (@ 44 weeks cost)	69.75" x 21" ad panel	each				\$ 3,300.00	1-Jul-22	\$ 3,465.00
Transit	Advertising	Interior panel - 4 weeks	11"x21" ad panel	each	\$ 33.00	1-Jan-13	\$ 34.70	\$ 35.00	1-Jul-22	\$ 36.80
Transit	Advertising	Interior panel - 52 weeks (@ 44 weeks cost)	11"x21" ad panel	each	\$ 352.00	1-Jan-13	\$ 369.60	\$ 385.00	1-Jul-22	\$ 404.30
Transit	Advertising	Shelters - 4 weeks	47 1/4" x 68 1/2" ad panel	each	\$ 385.00	1-Jul-13	\$ 404.30	\$ 420.00	1-Jul-22	\$ 441.00
Transit	Advertising	Shelters - 52 weeks (@ 44 weeks cost)	47 1/4" x 68 1/2" ad panel	each	\$ 3,850.00	1-Jul-13	\$ 4,042.50	\$ 4,620.00	1-Jul-22	\$ 4,851.00
Transit	Advertising	Vinyl application bus wrap: Full Bus Wrap (1st Year) - 52 weeks	Full Bus Wrap, fewer areas required clear for safety	each	\$ 7,700.00	31-Mar-19	\$ 8,085.00	\$ 8,500.00	1-Jul-22	\$ 8,925.00
Transit	Advertising	Vinyl application bus wrap: Full Bus Wrap (1st Year) - 52 weeks, Late cancellation, non-renewal, monthly fee (10%)	Full Bus Wrap, fewer areas required clear for safety	each	\$ 770.00	1-Apr-21	\$ 808.50	\$ 850.00	1-Jul-22	\$ 892.50
Transit	Advertising	Vinyl application bus wrap: Full Bus Wrap (Renewal) - 52 weeks late cancellation, non-renewal, monthly fee (10%)	Full Bus Wrap, fewer areas required clear for safety	each	\$ 5,133.33	31-Mar-19	\$ 5,390.00	\$ 6,000.00	1-Jul-22	\$ 6,300.00
Transit	Advertising	Vinyl application bus wrap: Full Bus Wrap (Renewal) - 52 weeks	Full Bus Wrap, fewer areas required clear for safety	each				\$ 600.00	1-Jul-22	\$ 630.00
Transit	Advertising	Vinyl application bus wrap: One half of the Bus - 52 weeks	One side of the bus fewer areas required clear for safety	each	\$ 3,850.00	31-Mar-19	\$ 4,042.50	\$ 5,100.00	1-Jul-22	\$ 5,355.00
Transit	Advertising	Vinyl application bus wrap: One half of the bus, Late cancellation, non-renewal, monthly fee (10%)	One side of the bus fewer areas required clear for safety	each	\$ 385.00	1-Apr-21	\$ 404.25	\$ 510.00	1-Jul-22	\$ 535.50
Transit	Advertising	Vinyl application bus wrap: One third of the bus - 52 weeks	Top Runner, One Panel or Lower portion	each	\$ 1,650.00	31-Mar-19	\$ 1,732.50	\$ 3,400.00	1-Jul-22	\$ 3,570.00
Transit	Advertising	Vinyl application bus wrap: One third of the bus, Late cancellation, non-renewal, monthly fee (10%)	Top Runner, One Panel or Lower portion	each	\$ 165.00	1-Apr-21	\$ 173.25	\$ 340.00	1-Jul-22	\$ 357.00
Transit	Advertising	Back face of bus-passes - yearly	Includes Adult 300, Youth 400, Seniors 100	each	\$ 1,980.00	1-Jan-13	\$ 2,079.00	Remove Fee		

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	NEW FEE IF GST APPLICABLE			BYLAW 2022-19	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE
					BYLAW 2022-03	EFFECTIVE DATE				
Waste	Curbside Collection	Eligible premises		unit/month	\$ 13.42	1-Jan-22	no gst	\$ 13.42	1-Jan-22	no gst
Waste	Curbside Collection	Eligible premises - 2 Carts at current eligible premises rate + \$2.00 admin fee		unit/month	\$ 28.96	1-Jan-22	no gst	\$ 28.96	1-Jan-22	no gst
Waste	Organics Collection	Commercial Organics Producers - Weekly Collection & includes 1 Cart		per site/ month	\$ 35.00	1-Jan-19	no gst	\$ 35.00	1-Jan-19	no gst
Waste	Organics Collection	Commercial Organics Producers - Weekly Collection - Additional Cart		per site/ month	\$ 30.00	1-Jan-19	no gst	\$ 30.00	1-Jan-19	no gst
Waste	Organics Collection	Commercial Organics Producers - LARGE VOLUME -2 yard bin weekly collection		per site/ month	\$ 250.00	1-Jan-19	no gst	\$ 250.00	1-Jan-19	no gst
Waste	Organics Collection	Commercial Organics Producers - LARGE VOLUME -3 yard bin weekly collection		per site/ month	\$ 280.00	1-Jan-19	no gst	\$ 280.00	1-Jan-19	no gst
Waste	Organics Collection	Hold in Service - Bin Removal and Replacement		each	\$ 300.00	1-Jul-18	no gst	\$ 300.00	1-Jul-18	no gst
Waste	Organics Collection	Hold in Service - Cart Removal and Replacement		each	\$ 200.00	1-Jul-18	no gst	\$ 200.00	1-Jul-18	no gst
Waste	Organics Collection	Hold in Service - Freeze and Reactivate Billing		per site	\$ 50.00	1-Jul-18	no gst	\$ 50.00	1-Jul-18	no gst
Waste	Compostable Waste	Organic material- to be weighed; loose or in approved compostable bags	Organic waste per Schedule "B" of Waste Management Bylaw	per tonne	\$ 52.00	1-Jan-22	no gst	\$ 52.00	1-Jan-22	no gst
Waste	Compostable Waste	Organic material - small load (Max 2m x2.5m x0.6m or 6'x8'x2')	Organic waste per Schedule "B" of Waste Management Bylaw	per load	\$ 5.00	1-Jan-14	no gst	\$ 5.00	1-Jan-14	no gst
Waste	Compostable Waste	Organic material - up to 3 compostable bags not more than 20kg each	Organic waste per Schedule "B" of Waste Management Bylaw	up to 3 bags	\$ 3.00	1-Jan-14	no gst	\$ 3.00	1-Jan-14	no gst
Waste	Compostable Waste	Woodchips & Sawdust	Clean woodchips and sawdust (no gravel)	per tonne	\$ -	1-Jun-15	no gst	\$ -	1-Jun-15	no gst
Waste	Recyclable Waste	Recyclable Waste	Per Schedule "C" of Waste Management Bylaw	no charge	\$ -	11-Jul-00	no gst	\$ -	11-Jul-00	no gst
Waste	Controlled Waste	minimum weighed load fee		each	\$ 35.00	1-May-13	no gst	\$ 35.00	1-May-13	no gst
Waste	Controlled Waste	Animal carcasses-small	Cats, dogs, other household pets	each	\$ 7.00	1-May-13	no gst	\$ 7.00	1-May-13	no gst
Waste	Controlled Waste	Animal carcasses-large	pigs, horses, bears, deer, moose, hides, road kills	each	\$ 25.00	1-Jan-17	no gst	\$ 25.00	1-Jan-17	no gst
Waste	Controlled Waste	Asbestos Load: In-addition to materials containing asbestos charge	Asbestos - pipe, shingles, insulation, drywall	per load	\$ 160.00	1-May-13	no gst	\$ 160.00	1-May-13	no gst
Waste	Controlled Waste	Materials containing asbestos	Materials containing asbestos from within City boundaries	per tonne	\$ 200.00	1-Jan-22	no gst	\$ 200.00	1-Jan-22	no gst
Waste	Controlled Waste	Materials containing asbestos from outside City boundaries		per tonne	\$ 300.00	1-Jan-22	no gst	\$ 350.00	1-Aug-22	no gst
Waste	Controlled Waste	Bulky items	Couches, Recliners, wooden furniture, wooden fences, etc.	Per Item	\$ 10.00	1-Oct-19	no gst	\$ 10.00	1-Oct-19	no gst
Waste	Controlled Waste	Boxsprings, mattresses		Per Item	\$ 15.00	1-May-13	no gst	\$ 15.00	1-May-13	no gst
Waste	Controlled Waste	Clean wood & Brushing	Sorted, untreated, uncontaminated brush or dimensional lumber per Schedule "D" of Waste Management Bylaw	per tonne	\$ 50.00	1-Jan-19	no gst	\$ 52.00	1-Aug-22	no gst
Waste	Controlled Waste	C&D and wood - small load (Max 2m x2.5m x0.6m or 6'x8'x2')	Sorted construction & demolition waste; grubbing; and clean per Schedule "D" of Waste Management Bylaw	Per Load	\$ 10.00	14-Apr-20	no gst	\$ 10.00	14-Apr-20	no gst
Waste	Controlled Waste	C&D and wood - medium load (Max 2m x2.5m x1.2m or 6'x8'x4')	Sorted construction & demolition waste; grubbing; and clean per Schedule "D" of Waste Management Bylaw	Per Load	\$ 20.00	14-Apr-20	no gst	\$ 25.00	1-Aug-22	no gst
Waste	Controlled Waste	C&D Sorted large load - to be weighed	Sorted construction & demolition waste; grubbing; and clean per Schedule "D" of Waste Management Bylaw	per tonne	\$ 116.03	1-Jan-22	no gst	\$ 116.03	1-Jan-22	no gst
Waste	Controlled Waste	Clean Fill	Soil with analytical test results showing acceptable contamination levels	each	\$ -	30-May-12	no gst	\$ -	30-May-12	no gst
Waste	Controlled Waste	Designated municipal historic resource		each	\$ -	28-Jun-99	no gst	\$ -	28-Jun-99	no gst
Waste	Controlled Waste	Scrap Metal- (small load)	Clean scarp metal as per Schedule "D" of Waste Management Bylaw	per load	\$ 35.00	1-Jan-17	no gst	\$ 35.00	1-Jan-17	no gst
Waste	Controlled Waste	Scrap Metal to be weighed	Clean scarp metal as per Schedule "D" of Waste Management Bylaw	per tonne	\$ 116.03	1-Jan-22	no gst	\$ 116.03	1-Jan-22	no gst
Waste	Controlled Waste	White goods	Dishwashers, stoves, washing machines & clothes dryers and refrigerators, freezers and air conditioners with certification that refrigerant removed	each	\$ 15.00	1-May-13	no gst	\$ 15.00	1-May-13	no gst
Waste	Controlled Waste	White goods (containing refrigerant)	Refrigerators, freezers and air conditioners without certification of refrigerant removed	each	\$ 40.00	1-May-13	no gst	40	41395	no gst
Waste	Controlled Waste	Tires - off rim with an inner diameter greater than 99.06 cm (39 inches)	Tires on rims not accepted	each	\$ 250.00	1-Oct-18	no gst	250	43374	no gst

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	NEW FEE IF GST APPLICABLE			BYLAW 2022-19	NEW EFFECTIVE DATE	NEW FEE IF GST APPLICABLE
					BYLAW 2022-03	EFFECTIVE DATE				
Waste	Residual Waste	Residual waste-up to 5 regular size garbage bags (maximum 90 L or 76cm x 83 cm)	Residual waste containing no construction & demolition waste, clean wood, organics, grubbing, or other controlled waste.	up to 5 bags	\$ 5.00	1-May-13	no gst	\$ 5.00	1-May-13	no gst
Waste		Residual Waste	Small load (Max 2mX2.5mX.6m or 6'X8'X2')	Residual waste containing no construction & demolition waste, clean wood, organics, grubbing, or other controlled waste	Per Load	\$ 10.00	1-May-13	no gst	\$ 10.00	1-May-13
Waste	Residual Waste	Medium load (Max 2mX2.5mX1.2m or 6'X8'X4')	Residual waste containing no construction & demolition waste, clean wood, organics, grubbing, or other controlled waste.	Per Load	\$ 20.00	1-May-13	no gst	\$ 20.00	1-May-13	no gst
Waste		Residual Waste	Sorted large load - to be weighed	Residual waste containing no construction & demolition waste, clean wood, grubbing or metals or other controlled waste	per tonne	\$ 116.03	1-Jan-22	no gst	\$ 116.03	1-Jan-22
Waste	Residual Waste	Sorted waste from outside city boundaries	Only accepted from communities identified on the periphery circuit list as per MOA	per tonne	\$ 300.00	1-Jan-22	no gst	\$ 300.00	1-Jan-22	no gst
Waste	Residual Waste	Volume equivalent for properly sorted residual or C&D waste	Residual waste containing no construction & demolition waste, clean wood, organics, grubbing, or other controlled waste.	cubic metre	\$ 16.00	14-Apr-20	no gst	\$ 16.00	14-Apr-20	no gst
Waste		Mixed Waste	C&D unsorted large load - to be weighed	Construction and demolition waste containing residual waste, or other controlled waste	per tonne	\$ 300.00	1-Jan-22	no gst	\$ 300.00	1-Jan-22
Waste	Mixed Waste	Soil mixed with other controlled waste		per tonne	\$ 275.00	1-Jan-19	no gst	\$ 300.00	1-Aug-22	no gst
Waste	Mixed Waste	Un-sorted large load - to be weighed	Residual waste containing construction & demolition waste, other controlled waste	per tonne	\$ 275.00	1-Jan-19	no gst	\$ 300.00	1-Aug-22	no gst
Waste		Mixed waste	Un-sorted waste from outside city boundaries	Only accepted from communities identified on the periphery circuit list as per MOA - residual waste mixed with other waste	per tonne	\$ 450.00	1-Jan-21	no gst	\$ 450.00	1-Jan-21
Waste	Mixed waste	Volume equivalent for contaminated residual or C&D waste		cubic metre	\$ 50.00	14-Apr-20	no gst	\$ 50.00	14-Apr-20	no gst
Waste	Mixed waste	Unsorted item fee- load contains white goods, electronic waste, hazardous waste or tires		each	\$ 50.00	1-Apr-18	no gst	\$ 50.00	1-Apr-18	no gst
Waste		Other	clean-up of waste not disposed of properly or spilled on street or lane		each	actual	22-Jun-98	no gst	actual	22-Jun-98
Waste	Other	Load inspection fee		per inspection	\$ 100.00	1-Jan-10	no gst	\$ 100.00	1-Jan-10	no gst
Waste	Other	removal of condemned waste receptacle		each	actual	28-Jun-99	no gst	actual	28-Jun-99	no gst
Waste		Other	removal of waste receptacle on street other than collection day		each	actual	28-Jun-99	no gst	actual	28-Jun-99
Waste	Other	testing weigh scale for accuracy		each	actual	28-Jun-99	no gst	actual	28-Jun-99	no gst
Waste	Other	Uncovered Load		each	\$ 250.00	23-Feb-09	no gst	\$ 250.00	23-Feb-09	no gst
Waste	Permit	Permit to Collect Waste		each	\$ -	30-May-12	no gst	\$ -	30-May-12	no gst
Waste	Permit	Permit to Dispose Waste		each	\$ -	30-May-12	no gst	\$ -	30-May-12	no gst
Waste	Permit	Permit to Transport Waste		each	\$ -	30-May-12	no gst	\$ -	30-May-12	no gst
Waste	Compost Sale	1-9 cubic yard bulk blended sand/compost		0.765m3 (1 yard)	\$ 45.00	1-Jul-15	no gst	\$ 45.00	1-Jul-15	no gst
Waste	Compost Sale	10+ cubic yard bulk blended sand/compost		0.765m3 (1 yard)	\$ 30.00	1-Jan-17	no gst	\$ 30.00	1-Jan-17	no gst
Waste	Compost Sale	1-9 cubic yard bulk compost		0.765m3 (1 yard)	\$ 45.00	1-Jul-15	no gst	\$ 45.00	1-Jul-15	no gst
Waste	Compost Sale	10 + cubic yard bulk compost		0.765m3 (1 yard)	\$ 30.00	1-Jan-17	no gst	\$ 30.00	1-Jan-17	no gst
	Compost Sale	Bagged Compost		Per load	\$ 5.00	1-Jan-15	no gst	\$ 5.00	1-Jan-15	no gst

CITY OF WHITEHORSE
BYLAW 2022-26

A bylaw to amend Zoning Bylaw 2012-20

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

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

WHEREAS it is deemed desirable that the Whitehorse Zoning Bylaw be amended to allow for the development of a residential development on Kwanlin Dün First Nation Settlement Land C-112B; and

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

1. The zoning map attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of Lot 973, and portions of Lot 974 and Lot 988, Copper Ridge Subdivision from FP–Future Planning to RCS2-Comprehensive Residential Single Family 2, as indicated on Attachment 1 and forming part of this bylaw.
2. This bylaw shall come into force and effect upon the final passing thereof.

FIRST READING:

June 27, 2022

PUBLIC NOTICE:

PUBLIC HEARING:

SECOND READING:

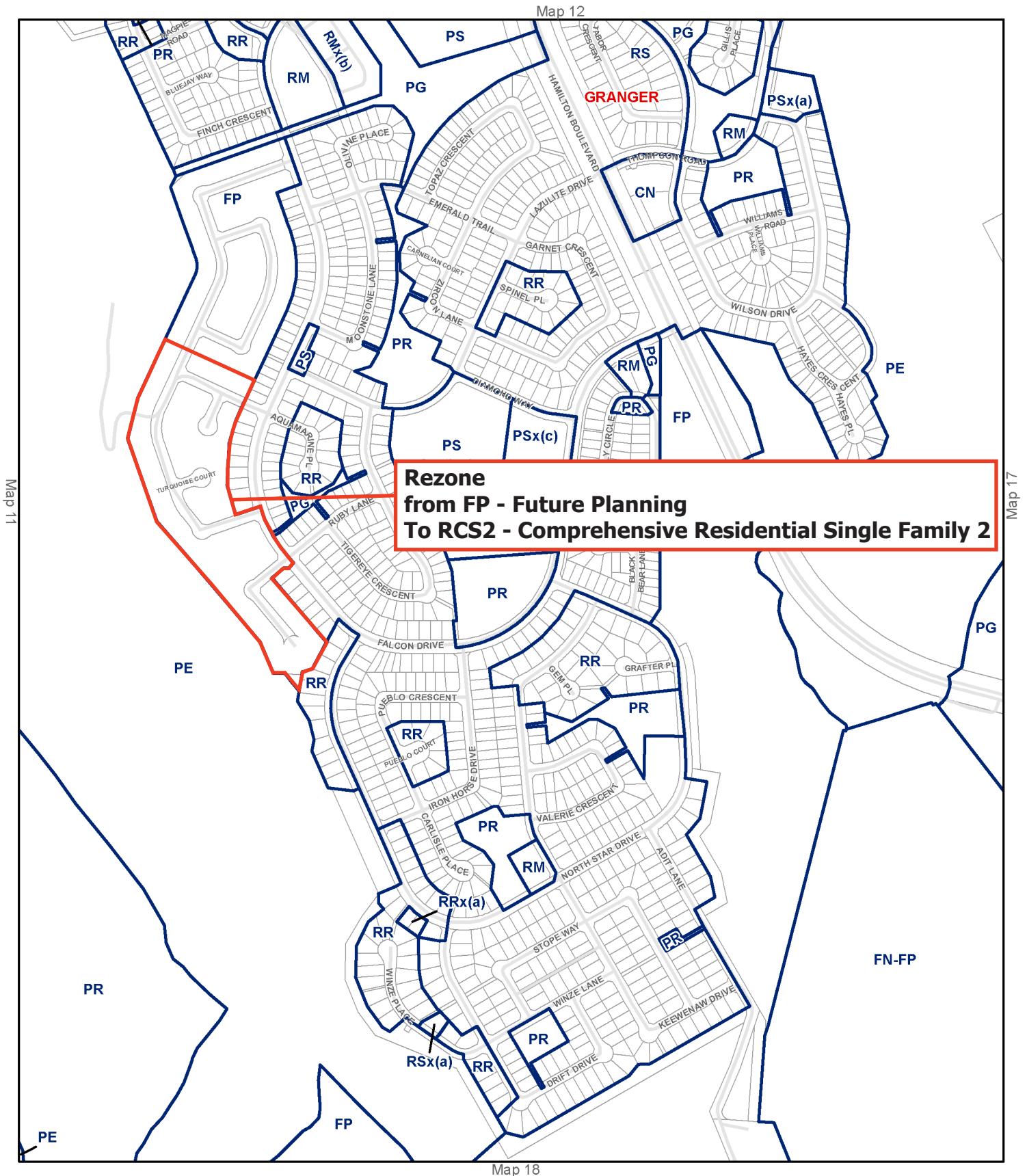
THIRD READING and ADOPTION:

Mayor

City Clerk

MAP 16

COPPER RIDGE
LOGAN, GRANGER



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



0 380
Meters
Projection: NAD 1983 UTM Zone 8

Consolidation date:
October 6, 2020

CITY OF WHITEHORSE
BYLAW 2022-24

A bylaw to amend the Cemeteries Bylaw

WHEREAS section 265 of the *Municipal Act* provides that a council may pass bylaws for municipal purposes, subject to the *Cemeteries and Burial Sites Act*, respecting cemeteries; and,

WHEREAS section 220 of the *Municipal Act* provides for the amendment of bylaws; and

WHEREAS it is deemed desirable that the Cemeteries Bylaw be amended with respect to a number of administrative edits and to provide for additional public vehicle access during the winter months;

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

1. Section 2 of Cemeteries Bylaw 2003-09 is hereby amended by deleting the existing definitions for “Immediate Family” and “Manager” and substituting therefore new definitions as follows:

“IMMEDIATE FAMILY” means spouse, parents, siblings, children and grandparents, and may also include common-law relationships.

“MANAGER” means the Manager or designate of the Parks Department of the City of Whitehorse.
2. Cemeteries Bylaw 2003-09 is hereby amended by deleting the existing section 3 and substituting therefore a new section 3 that reads as follows:

“3. Cemeteries shall be open to public access from 8:00 a.m. until 11:00 p.m. or as designated.

 - (1) From May 1 to September 30, vehicle access shall be available Monday to Sunday between the hours of 8:00 a.m. and 5:00 p.m.
 - (2) From October 1 to April 30, vehicle access shall be by prior arrangement with the Parks Department with the exception of November 11 and December 25, when cemeteries shall be open to vehicle access between the hours of 8:00 a.m. and 5:00 p.m.”
3. Section 10 of Cemeteries Bylaw 2003-09 is hereby amended by deleting the existing preliminary statement and substituting therefore a new preliminary statement that reads as follows:

“10. Under the supervision of the Manager, Parks Administration shall:”

Bylaw 2022-24

A Bylaw to Amend Cemeteries Bylaw 2003-09

4. Cemeteries Bylaw 2003-09 is hereby amended by deleting the existing section 17 and substituting therefore a new section 17 that reads as follows:
 “17. Interments shall take place during the normal business hours of 8:00 a.m. to 4:00 p.m. Monday to Friday, excluding statutory holidays. Interments taking place outside of normal business hours shall require the payment of after-hours fees.”
5. Cemeteries Bylaw 2003-09 is hereby amended by deleting the existing section 23 and substituting therefore a new section 23 that reads as follows:
 “23. A monument shall not be installed without the approval of the Manager.”
6. Cemeteries Bylaw 2003-09 is hereby amended by deleting the existing section 56 and substituting therefore a new section 56 that reads as follows:
 “56. No casket or urn shall be disinterred unless authorized by the Manager. Disinterment will follow all guidelines and legislation including the *Yukon Cemeteries and Burial Sites Act*.”
7. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING:
THIRD READING and ADOPTION:

Mayor

City Clerk