

Collective Agreement – Transit

ARTICLE 10 YUKON BONUS

- 10.01 All permanent full time employees who have completed two or more years of continuous service shall be entitled to receive a Yukon Bonus travel benefit to a maximum of \$2,900.00 annually, pro-rated on a 35 hour work week, staged in accordance with the monetary offer, and shall be entitled to the Yukon Bonus each subsequent year of continuous service thereafter. Those permanent employees employed by the City as of the ratification of this collective agreement shall be Grandmothered and be eligible for the Yukon Bonus provisions after one year of continuous service.
- 10.02 This benefit does not apply to casual employees.
- 10.03 The Yukon Bonus must be claimed by completing the appropriate application form during the 12-month period following the initial entitlement date. When completing their first application form, employees must indicate whether or not income tax should be deducted from the Yukon Bonus. All subsequent Yukon Bonus payments will be in accordance with the employee's original instructions, unless the employee changes the instruction prior to the payment date. The payment date will be the first pay following the effective continuous service date.
- 10.04 Subject to the provisions of this article, an employee who has completed at least two years of continuous service and who is laid off, terminated for health reasons, or retires during the period of entitlement as outlined in section 10.01, shall be entitled to a Yukon Bonus payment on a pro rata basis proportional to the number of continuous months of service since the employee's last Yukon Bonus entitlement date. Those permanent employees employed by the City as of the ratification of this collective agreement shall be Grandmothered and be eligible for the provisions of section 10.04 after one year of continuous service.

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- 10.05 Subject to the provisions of this article, an employee who has completed at least five years of continuous service and who voluntarily terminates during the period of entitlement as outlined in sections 10.01 and 10.04 shall be entitled to a Yukon Bonus payment on a pro rata basis proportional to the number of continuous completed months of service since the employee's last Yukon Bonus entitlement date.
- 10.06 Employees who are on Long Term Disability shall receive the Yukon Bonus only if they have physically worked a minimum of six months during the entitlement period as outlined in section 10.01.

ARTICLE 11 MEDICAL

Life Insurance

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

Weekly Wage Indemnity

- 11.02 The employer will administer a Weekly Wage Indemnity Insurance Plan for permanent employees. The carrier will determine whether the Wage Indemnity Policy entitlement conditions are met. Any questions as to whether an employee has met the Wage Indemnity Policy entitlement conditions shall be a matter between the employee and the carrier and cannot be a grievance arbitrable under this collective agreement. Such matters must be pursued under the terms of the Wage Indemnity Policy. The employer shall pay the full cost of the premiums.
- 11.03 The City will top up wage indemnity benefits to an employee's regular salary. Top-up will be from the first working day of the accident (hospitalisation), or the bonafide non-occupational illness, subject to the acceptance of the claim by the insurance carrier. Top-up will continue to a maximum of 17 weeks from the first working day of illness in accordance with the following schedule:

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

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Illness

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

Non-Occupational Illness or Accident

11.05 Subject to section 11.12, the employer shall, upon request, grant to each permanent employee four days per year effective the date of ratification and effective July 1 2005, five days per year sick leave. Absences of four consecutive working days shall be governed by section 11.02 (Wage Indemnity). The employee shall be paid at the rate of 100 percent of her daily earnings for these days, provided that:

- (1) the employee has made every reasonable effort to notify her immediate supervisor prior to the start of her shift; and
- (2) in the event that notifying her immediate supervisor is not possible, the employee has made every reasonable effort to arrange for her own replacement, acceptable to management (selected from the list of spare and casual drivers); and
- (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 11.05, 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.

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

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

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Illness in the Immediate Family

- 11.08 Effective the date of ratification leave shall be granted to a maximum of one working day per year when the employee's presence in the home is required to care for or to make arrangements for the care of a family member who is ill in accordance with the following conditions:
- (1) When no one in the employee's home other than the employee can provide for the needs of the family member who is ill;
 - (2) In the case of illness of an adult family member, the illness must be of a nature which necessitates the employee's attendance upon that person;
 - (3) When no family member other than the employee can escort a family member requiring medical attention to a physician, and the family member is physically unable to do so himself.
- 11.09 For purposes of section 11.08, "Family" shall mean spouse, son, daughter, grandchild or father/mother, provided they are a permanent resident of the employee's household or "Family" shall further include common-law partner provided the common-law relationship has existed for the full 12 month period immediately preceding the application for leave and the employee's personnel file confirms the commencement of such relationship.
- 11.10 The employer may request a report from a qualified medical practitioner should any doubt exist as to the legitimacy of an application for such leave.

Medical, Dental, and Optical Appointments and to Attend Funerals

- 11.11 When it is not possible for employees to arrange medical, dental and/or optical appointments for themselves or a family member (as defined in section 11.09), outside their regular hours of work, or attend funerals, employees who normally work a five day work week will be granted a maximum of ten hours with pay per calendar year over and above the provisions laid out in section 11.05 to be used for medical, dental and/or optical appointments, or to attend funerals.
- 11.12 If in the current calendar year an employee has been granted all paid leave as defined in section 11.11 further leave payments beyond those listed shall be reduced to 50 percent of the employee's regular pay for each hour of leave taken for the remainder of the calendar year.

Attendance Bonus

- 11.13 An employee who is not absent from work for any reason described in Article 11 (excluding section 11.11) shall become entitled to an attendance bonus payment equivalent to one-third a normal day's pay based on the employee's normal straight time earnings. Such payment shall be granted for each calendar month during which no sick leave was taken.
- 11.14 Attendance bonus entitlements shall be accumulated to December 31 of each year and paid to entitled employees by January 31 of the following year.

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

Long Term Disability

- 11.16 Permanent employees working a minimum of 15 hours per week who are continuously disabled due to a non-occupational illness or accident for a period in excess of 17 weeks may be eligible to receive Long Term Disability payments. The carrier will determine whether an employee is eligible to receive long-term disability payments under the provisions of the long-term disability plan. Any questions regarding an employee's eligibility for long-term disability benefits shall be a matter between the employee and the carrier and cannot be a grievance arbitrable under this collective agreement. Such matters must be pursued under the terms of the long-term disability plan.
- 11.17 Payments will be based upon an amount equal to 60 percent of the employee's earnings based upon her normal straight time earnings to a maximum benefit of \$3,000.00 per month.
- 11.18 Long Term Disability payments shall continue until the employee is able to return to full time employment, reaches age 65, or ceases to meet the entitlement conditions of the insurer, whichever is earlier.
- 11.19 Effective the first of the month following completion of the employee's probationary period or 90 calendar days of continuous employment, whichever comes first, 100% of the premium for the Long Term Disability Plan will be paid by the employee and 75% of the premium payment will be reimbursed to the employee on a monthly basis.

Extended Health Care

- 11.20 On the first of the month following 60 days of continuous employment, all permanent employees (excluding casual drivers) will be enrolled in the following benefits:
- (1) Extended Healthcare Plan
 - (2) \$25,000 – Group Life Insurance
 - (3) \$25,000 Accidental Death and Dismemberment Insurance
- 11.21 Premium costs for these benefits will be cost shared on the basis of 90 percent payment by the employer and 10 percent by the employee.

Dental Care

- 11.22 On the first of the month following 60 days of continuous employment, all existing permanent employees (excluding casual drivers) will be enrolled in a Dental Plan. Effective September 15, 2008, eligible PSAC Y022 members will be entitled to enhanced dental (orthodontic) procedure coverage identical to PSAC Y023.

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- 11.23 Premium costs for the dental plan will be cost shared on the basis of 75 percent payment by the employer and 25 percent by the employee.

Vision Care

- 11.24 Effective the date of ratification, permanent employees are eligible to receive a vision care allowance once every two years to a maximum of \$250.00 including \$150 for prescription sunglasses.
- 11.25 The allowance in section 11.24 will be paid to the total amount of submitted receipts for prescription eyeglasses and sunglasses, or contact lenses and/or eye exams for the employee and any member of the employee's immediate family as defined in section 11.09.

Injury on Duty Leave

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

ARTICLE 12 REGISTERED RETIREMENT SAVINGS PLAN

- 12.01 All permanent employees shall enrol in the employer's Group Registered Retirement Savings Plan.
- 12.02 Subject to the specific provisions of federal pension legislation, the employer shall make Registered Retirement Savings deductions from the gross pay of permanent employees for each bi-weekly pay based on the following scale:
- (1) 1.25% contributed by the employee,
 - (2) 3.75% contributed by the employer
- 12.03 All monies remitted on behalf of the employee shall be immediately vested with the employee.
- 12.04 Employees cannot withdraw from the Group Registered Retirement Savings Plan until termination or retirement from their employment with the City of Whitehorse with the exception of withdrawals for home ownership, Lifetime Learning Plan, settlements from marriage break-ups, or if the employee is on Long Term Disability, and/or for the registration of the employee or employee dependent at a recognized educational institution.

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ARTICLE 13 SHOP STEWARD

- 13.01 The union may select or appoint Shop Stewards to represent the employees and the union shall notify the employer as to the name of each Shop Steward. The employer agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.
- 13.02 When the employer for any reason finds it necessary to terminate a Shop Steward, the union shall be notified in writing of such termination.
- 13.03 The Shop Steward shall be given time off with pay to investigate complaints of an urgent nature or a grievance, to meet with management for the purpose of dealing with grievances, and to attend meetings called by management. The Shop Steward shall, where possible, obtain the permission of the Transit Manager or her designate before leaving her work and shall report back to the Transit Manager or designate before resuming normal duties. Permission shall not be unreasonably withheld.
- 13.04 Employees shall have the right to be accompanied by a Shop Steward to any meeting called by management, the purpose of which is to investigate any allegation that may lead to discipline, where formal discipline is actually being handed out or to attend a hearing at any level in the grievance procedure. The employer will make every reasonable effort to provide the employee at least 24 hours notice of such a meeting.
- 13.05 Where operational requirements permit, the employer will grant leave without pay to employees who exercise authority as a union officer or Shop Steward to undertake training related to their duties, attend conventions of the union, the Federation of Labour or Canadian Labour Congress. Such leave shall not be unreasonably withheld.
- 13.06 The employer will grant Leave Without Pay to a maximum of four employees for the purpose of attending contract negotiations on behalf of the union. The employer agrees that while employees are attending contract negotiation meetings, the employer shall continue benefit contributions.
- 13.07 The employer shall administer leave without pay covered under this article by continuing the employee's pay and billing the union the amount of pay the employee would have lost.
- 13.08 The employer agrees, subject to conditions set out in section 9.46, to grant a leave without pay for the employee's scheduled hours of work to an employee who is elected as the Yukon Employee's Union component President.

ARTICLE 14 GENERAL PROVISIONS

- 14.01 Any employee suffering injury while on the job must report the injury immediately or as soon as practicable to her Supervisor.

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- 14.02 Authorized agents of the union shall have access to the employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the agreement is being adhered to in the operation.
- 14.03 Every bus used by the employer, whether owned by or hired by the employer or leased to or by it, shall be operated by employees of the employer who are members of the union. Notwithstanding the foregoing, the employer may operate a city bus subject to the agreement of individual members of the bargaining unit or under extenuating circumstances. The employer agrees to provide reasonable advanced notice where practicable.
- 14.04 No member of the bargaining unit shall be laid off, lose employment or have her hours of work reduced as a result of contracting out or leasing unless otherwise mutually agreed to by both parties.
- 14.05 Employees have to clean buses and do light housekeeping. This is to be included in an employee's shift with pay.
- 14.06 All employees hired as drivers shall be given a minimum of five shifts orientation to ensure safety and knowledge of routes by a pre-qualified bus driver. All drivers will be given the opportunity for pre-qualifying training.
- 14.07 If employees are required by the employer to attend courses to upgrade them for their job, the employer shall reimburse them for the cost of taking such courses. No employee shall suffer a loss of pay as a result of attending such courses.
- 14.08 Staff meetings shall be time with pay for all employees in attendance.
- 14.09 All regular shift hours lost by an employee due to necessary attendance in completing a driver's examination or doctor's examination required by the employer shall be paid for by the employer at the rate of pay applicable to said employee.
- 14.10 The employer shall provide the Chief Steward and local union office with a copy of any written record of disciplinary action (including reprimands) which is to be recorded in an employee's file.
- 14.11 Adequate washroom facilities will be provided by the employer at the employer's establishment and kept in a sanitary condition. Employees will cooperate by observing the simple rules of cleanliness.
- 14.12 The employer, whenever possible within reason, will supply electrical plug-ins for employee's vehicles during the winter months.

Safety Boot Allowance

- 14.13 Effective the date of ratification, all full time permanent employees designated by the Employer as requiring safety boots shall be eligible to receive a \$150.00 safety boot allowance on April first each year.

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- 14.14 To be eligible for the safety boot allowance, employees must have completed one full year of continuous employment in that capacity. The allowance will be paid within one month of the eligibility date.
- 14.15 To be eligible for the safety boot allowance, employees must have completed one full continuous year of service. The allowance must be claimed within two months of the eligibility date.
- 14.16 The Employer agrees to pay fifty percent (50%) of the cost for an employee to purchase a pass (single or family) membership fee for the Canada Games Centre.
- 14.17 The Employer agrees to provide new employees an orientation program within a reasonable period following hire. The union shall be provided a one-half (1/2) hour period during the orientation program to acquaint employees with union structure and collective agreement rights and obligations.
- 14.18 To encourage employees and their family members' use of public transit, the Employer shall reimburse 50% of the cost of a Pass on the City operated Public Transit system. For the purposes of this section, family means an Employee's spouse or partner and children living in the employee's residence.

ARTICLE 15 SENIORITY/RECALL

- 15.01 The employer shall at least once every three months post in a conspicuous place on its premises a current list of employees covered by this agreement showing the date when each commenced her employment with the employer. The employer shall forward a copy of each list to the Shop Steward and to the local union office in Whitehorse.
- 15.02 In the event of layoffs, seniority shall be recognized. The principle of the last person on, first person off shall prevail, providing she is qualified.
- 15.03 The employer shall give permanent and spare employees at least 30 days notice in writing that they are going to be laid off, and such notice shall give the effective date of the layoff. If the employer fails to provide notice as per this section, the employer shall provide pay in lieu of the notice period.
- 15.04 A laid off employee shall retain her seniority and recall rights with the employer for 12 months after the date of layoff.
- 15.05 If a laid off employee is called back to work within her right to recall period, there shall be deemed to have been no break in such employee's seniority with the employer by reason of such layoff.
- 15.06 A laid off employee who is recalled within her right to recall period shall retain the annual vacation accrual rate that she was entitled to on her date of layoff, but she shall not accrue any type of leave for the period she was laid off.
- 15.07 An employee's seniority rights shall be deemed lost and her employment deemed terminated when:

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- (1) she leaves the employment of the employer voluntarily; or
 - (2) she is discharged by the employer and such discharge is not reversed through procedures instituted under the Grievance Procedure of this agreement; or
 - (3) her rights to recall under section 15.04 of this article have expired; or
 - (4) she is a casual employee who has not worked for a period of 12 months.
- 15.08 If an employee is transferred to employment that is outside the bargaining unit, she shall retain her seniority rights and accrue seniority rights in the bargaining unit for a period of six months commencing from her first day of transfer out of the bargaining unit. After the six-month period has expired, such an employee shall lose all her seniority rights to the employment coming within the bargaining unit, within six months of her first day of transfer out, she shall retain all her seniority in the bargaining unit plus the seniority she has accrued for the period that she was employed outside the bargaining unit.
- 15.09 Should any dispute arise as to seniority, it shall be settled as a grievance under the Grievance Procedure of this agreement.
- 15.10 No new employee shall be hired by the employer for a position in the bargaining unit until all employees who have been laid-off are recalled.
- 15.11 The seniority/recall provisions of this agreement will only apply to seniority, layoff, posting, and vacation allocation.
- 15.12 The seniority date will be the date that the employee first became employed with City Transit, and as such will include the date the employee was hired as a casual employee. For employees hired after the date of ratification, seniority will be the date the employee becomes a permanent employee
- 15.13 Unless specified in this agreement, all other dates for the purpose of benefits calculation will be the Continuous Service date. The Continuous Service date will be the date that an employee first becomes a permanent employee as defined in this Collective agreement, and at no time will that date include any time for which the employee was classified as a casual employee.

ARTICLE 16 PROBATION

- 16.01 When new bus drivers are hired into a permanent position, they shall be on probation until they have worked for 35 scheduled shifts or 90 calendar days, whichever accrues first.
- 16.02 All other classifications shall be on probation for the first 60 worked shifts.
- 16.03 Employees who are successful in bidding or competing for different positions, with the exception of spare drivers to permanent full-time driver positions, shall be on probation as outlined above.

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- 16.04 Subject to section 15.12, during the probationary period, seniority will not be applicable for newly hired employees; however, when the probationary period is completed, seniority will commence from the date the employee first became a permanent employee.
- 16.05 A permanent employee or spare driver who has been laid off and re-enters the employ of the employer into the same position she previously held within the 12 months of her right-to-recall period shall not be required to serve another probationary period.
- 16.06 A permanent employee or spare driver who has been laid off and re-enters the employ of the employer in a different position from that which she previously held within the 12 month right-to-recall period, shall be required to serve 75 percent of the probationary period as outlined in sections 16.01, 16.02 and 16.03 of this article.
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