CITY OF WHITEHORSE

BYLAW 2026-29

A bylaw to establish the position of Chief Administrative Officer (also referred to as the "City Manager Bylaw")

WHEREAS section 183 of the *Municipal Act* (R.S.Y. 2002) provides that the council of a municipality must establish by bylaw the position of Chief Administrative Officer and appoint a person or persons to the position;

WHEREAS section 188 of the *Municipal Act* provides that the council of a municipality shall by bylaw establish the terms and conditions of employment of the Chief Administrative Officer, including remuneration, benefits, expenses, hours of work, and manner of appointment, promotion, discipline, dismissal, and rules of conflict of interest;

WHEREAS the Council of the City of Whitehorse deems it proper and expedient to set out the terms and conditions of employment for the Chief Administrative Officer that are acceptable to the Council in this Bylaw to assist with the recruitment and appointment of a Chief Administrative Officer; and

WHEREAS the Council shall subsequently authorize by resolution a written employment agreement be entered into between the City of Whitehorse and a Chief Administrative Officer containing the contractual terms and conditions of employment that shall be consistent with those terms and conditions of employment established by this Bylaw and shall be approved by resolution by the Council in order to be in full force and effect; and

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

Title

1. This bylaw may be cited as the "City Manager Bylaw".

Definitions

2. In this bylaw:

   "City" means the City of Whitehorse;

   "City Manager" means the Chief Administrative Officer of the City to be appointed by Council pursuant to the requirements of this Bylaw;

   "Council" means the duly elected council of the City of Whitehorse including the Mayor;

   "Designated Municipal Officer" means a person appointed by Council as a municipal officer under the provisions of the *Municipal Act*;

"Employment Agreement" means a signed written agreement between the City and the City Manager setting out the contractual terms and conditions of employment between the City and the City Manager that shall be approved by Council; through a resolution that appoints the City Manager to the position; and

"Mayor" means the duly elected mayor of the City and includes the Deputy Mayor or other Councillor authorized by Council to act in the Mayor's place where the Mayor is absent, unavailable, incapacitated, or in a conflict of interest.

3. Where the term "Chief Administrative Officer", "Municipal Manager" or "City Manager" is used in any other bylaw of the City or in laws of the Government of Yukon, that term shall be deemed to refer to the position of City Manager or the person appointed to that position pursuant to this Bylaw, as the context requires.

Interpretation and Compliance with Applicable Law

4. This Bylaw shall be interpreted in a manner consistent with laws of the Yukon Territory and any applicable laws of Canada.
5. Where this Bylaw and an Employment Agreement address the same subject matter, this Bylaw shall govern to the extent of any inconsistency unless the Employment Agreement provides a greater entitlement to the City Manager and that greater entitlement has been expressly approved by Council.
6. All duties, responsibilities, powers, and authorities exercised, carried out delegated to or by the City Manager must be compliant with this Bylaw, any other applicable City bylaws, resolutions, administrative directives, and policies as well as any applicable laws.
7. In this Bylaw,

   "may" will be regarded as permissive; and

   "shall" will be regarded as imperative.
8. The headings in this Bylaw are for convenience only and do not affect the interpretation of the Bylaw.

Creation of Office

9. The position of Chief Administrative Officer is hereby established pursuant to section 183 of the *Municipal Act* and shall be referred to as the City Manager.

Appointment of City Manager

10. Council shall appoint the City Manager by resolution which authorizes the entering into by the City an Employment Agreement as defined in this Bylaw with the City Manager and the commencement date for the appointment.
11. The City Manager shall hold office at the pleasure of Council, subject to the terms of this Bylaw and the Employment Agreement.

12. This Bylaw and the Employment Agreement approved by Council contain the entire terms and conditions of employment of the City Manager.

Powers and Duties

13. As the administrative head of the City, the City Manager reports directly to Council and is responsible for the proper administration of the affairs of the City in compliance with all applicable laws.

14. The City Manager shall:

(1) carry out the powers, duties, and functions assigned to the Chief Administrative Officer by Council and pursuant to the *Municipal Act*, this Bylaw, any other applicable legislation;

(2) implement and administer Council's bylaws, resolutions, policies, strategic priorities, and lawful directions, as well as City administrative directives, policies and procedures as long as consistent with the foregoing Council approved initiatives;

(3) provide Council with timely and accurate information and advice on City operations, finances, risks, policy matters, service delivery, and other affairs of the City consistent with the quality and professionalism reasonably expected from a Chief Administrative Officer;

(4) notify Council in a timely manner if the City Manager becomes aware that an action or inaction by Council, the City Manager, or City administration may be unlawful or contrary to City bylaws, Council resolutions, Council policy, directions of Council, or any other applicable law, subject to such notification complying with applicable laws.

(5) be responsible for policy research, analysis, consideration of potential options, recommendations, and implementation planning on matters referred by Council or otherwise arising from the administration of the City;

(6) submit to Council the City's annual operating and capital expenditure plan , and ensure that proposed budgets are aligned with Council's priorities, prudent fiscal policy and the City's bylaws, Council resolutions and policy, and City administrative directives, policies and procedures, and applicable laws;

(7) be responsible for the administration, monitoring, and reporting of the budget after adoption;

(8) ensure that procurement, contract preparation, contract award, and contract administration are carried out in accordance with City bylaws, Council resolutions and policies, and approved budgets;

(9) be responsible along with the Mayor for signing or electronically signing cheques and other financial instruments;

(10) monitor internal and external matters affecting the City and advise Council of

anticipated policy, financial, legal, operational, labour relations, community, or intergovernmental issues;

(11) work with the Mayor and Council in developing proposals for Council's review;

(12) follow all policies and procedures of the City applicable to the City Manager and other excluded employees of the City;

(13) carry out any other duties as may be assigned by Council from time to time, or as arise from the *Municipal Act* or by any other applicable legislation including the functions of a Designated Municipal Officer when necessary or as directed by Council;

(14) attend meetings of Council and Council committees as required by Council, unless absent with the approval of the Mayor or Council, in which case the City Manager shall ensure that an appropriate delegate attends where required; and

Delegation

15. The City Manager may delegate any duty, power, or function of the City Manager to a designated officer or employee of the City where the delegation is consistent with this Bylaw, Council resolution or policy, applicable laws and the effective administration of the City.

16. The City Manager shall not delegate the following, except where expressly authorized by Council or required by law:

    (1) reporting directly to Council;

    (2) submitting the annual operating and capital expenditure plan to Council;

    (3) providing formal advice to Council on matters assigned to the City Manager by Council; and

    (4) any duty that City bylaws or any applicable law expressly requires the City Manager to perform personally.

Expenditure Authority

17. The City Manager is hereby empowered to authorize the expenditure of funds up to the maximum authorized by bylaw in the annual operating, maintenance and capital expenditure plan and in accordance with the thresholds, limits and principles contained within City bylaws and Council resolution and policies.

18. Council may, by resolution, delegate to the City Manager the power to authorize the expenditure of funds for budgeted items in excess of those limits prescribed pursuant to section 17 of this Bylaw and for specified approved projects, subject to the terms of the bylaw adopting the annual operating and maintenance budget and capital expenditure plan.

Emergency Authority

19. In the case of an accident, disaster, declared emergency, or other circumstance requiring immediate action to protect public safety, municipal assets, essential services, or the interests of the City, the City Manager, in consultation with the Mayor where practicable, may make purchases, award contracts, authorize expenditures, or make other arrangements necessary to respond to the emergency.

20. The City Manager shall report their actions under section 19, including an itemized statement of expenditures, to Council as soon as reasonably practicable and, in any event, no later than the next regular meeting of Council.

Management of Human Resources

21. The City Manager is responsible for directing, managing, and supervising the officers and employees of the City, subject to applicable laws, City bylaws, Council resolution and policies, collective agreements, and individual employment agreements.

22. The City Manager has authority to appoint, hire, assign, discipline, suspend, or dismiss City officers, including Designated Municipal Officers, and City employees, subject to City bylaws, resolutions, policies or applicable laws.

23. Where the City Manager suspends a Designated Municipal Officer for more than five working days or dismisses a Designated Municipal Officer, the City Manager shall report the suspension or dismissal and the reasons for it to Council as soon as reasonably practicable in a closed session where appropriate and as permitted by law.

24. The City Manager has no authority to determine or alter the City Manager's own terms and conditions of employment. Any matter relating to the terms and conditions of employment and management of the City Manager including the appointment, remuneration, benefits, performance evaluation, discipline, suspension, or dismissal of the City Manager shall be determined by Council.

Oath of Office and Secrecy

25. Before commencing employment, the City Manager shall swear or affirm the Oath of Office and Secrecy attached as Schedule "A" before the Mayor, a Commissioner for Oaths, a Notary Public, or another person authorized to administer oaths in Yukon.

Remuneration and Benefits

26. The specific remuneration and benefits of the City Manager must be included in an Employment Agreement approved by Council by resolution. Such remuneration and benefits must be consistent with and in no case exceed the remuneration and benefits established by this Bylaw unless duly approved by Council.

27. The City Manager will not be entitled to any remuneration and benefits contained in the Management and Confidential Exclusion Bylaw or any other bylaw applicable to City employees or officers unless stated in this Bylaw or another bylaw or resolution approved by Council as being expressly applicable to the City Manager.

Salary

28. The City Manager shall be entitled to a starting base annual salary rate in the range of $270,000 to $300,000, subject to statutory deductions.
29. The City Manager may be awarded an annual salary increase after each completed year of service as the City Manager. Council shall determine any annual salary adjustment, market adjustment, performance-based payment, lump-sum payment, incentive payment, or other variable compensation for the City Manager. Any such adjustment or payment must be approved by Council by resolution or expressly set out in the Employment Agreement approved by Council.
30. The terms of any performance-based payment, lump-sum payment, incentive payment, or other variable compensation, including eligibility, amount, timing, pension-ability, treatment on termination, and whether the payment is discretionary or formula-based, shall be set out in the Employment Agreement or as otherwise duly approved by Council.
31. A delay or failure by Council to complete a performance evaluation, compensation review, or compensation deliberation by any target date shall not create an automatic entitlement to any salary adjustment, performance-based payment, lump-sum payment, incentive payment, or other variable compensation.

Performance Evaluation and Compensation Review

32. The City Manager may be eligible to earn an annual performance bonus based on meeting merit-based criteria determined by Council. The target amount of the annual performance bonus, if any, shall be set out in the Employment Agreement or as otherwise duly approved by Council.
33. Council will endeavour to conduct a performance evaluation of the City Manager at least annually, unless Council determines that timing should be adjusted because of an election, leave of absence, recent appointment, operational reasons, or other reasonable circumstances.
34. The performance evaluation shall be conducted by Council and may include a self-assessment by the City Manager, Council member input, progress against Council-approved goals, assessment against leadership competencies, any other input Council considers appropriate, and input from City officers and employees.
35. Council may direct Administration to retain an external facilitator to support the Council with performance evaluation and compensation review processes.

36. Council may authorize 360-degree or stakeholder input, provided that the purpose, confidentiality rules, use of results, and reporting format are approved by Council before the input is collected.

37. The performance evaluation process is intended to support accountability, development, and Council's compensation decision-making based on the City Manager meeting measurable criteria. It does not create an entitlement to any salary increase, performance increase, bonus, additional benefits or other compensation adjustment.

Benefits

38. The City Manager may be entitled to participate in the City's health benefits plans including those governing basic medical, extended health, dental, life insurance, accidental death & dismemberment insurance, and long-term disability benefits, subject to the terms of any applicable plans and adjudication decisions made by the City's benefits' carrier(s). The City Manager shall participate in any such benefits plans if prescribed by the applicable plan or carrier of the plan.

39. The City Manager may be entitled to wage indemnity benefits arising from non-occupational illness or injury for a period of up to seventeen (17) weeks subject at all times to the conditions of the City's Wage Indemnity Policy and the approval of the City's benefit carrier/administrator.

40. The City Manager may be entitled to participate in the City's Pension plan. The terms governing contributions shall be set out in the Employment Agreement or as otherwise duly approved by Council, subject to applicable laws.

Expenses, Professional Development and Memberships

41. The City Manager shall be reimbursed for reasonable expenses actually and properly incurred in the performance of City duties, subject to approved budgets, appropriate documentation, applicable laws, and any expense rules or limits approved by Council.

42. Professional development, conference attendance, travel, and membership dues shall be addressed in the Employment Agreement or as otherwise approved by Council.

Hours of Work

43. The City operates on a continuous basis twenty-four hours per day, seven days per week. The City Manager is expected to devote the time, attention, and effort required to properly discharge the duties of the office including performing work outside of regular office hours, on weekends and on general/statutory holidays (as necessary).

44. The City Manager's regular office hours shall generally align with City Hall's regular business hours, subject to required attendance at Council meetings, public

meetings, emergency response, community events, intergovernmental work, travel, and other responsibilities of the office that may occur outside of the City Hall's regular business hours.

45. The City Manager's regular office hours shall not include general/statutory holidays recognized by the City except the City Manager or a delegate must be available on statutory holidays as required to properly discharge the duties of the office.

46. The City Manager shall ensure that either the City Manager or an appropriate delegate is reasonably available to respond outside of regular office hours to urgent operational issues, emergencies, Council, and to address public interest matters involving the administration of the City.

47. The City Manager shall communicate delegation arrangements to the Mayor when the City Manager will be unavailable for an extended period.

48. The City Manager is an executive level employee and as such the City Manager's base salary compensates the City Manager for all hours and days worked. The City Manager is not entitled to overtime pay, call-out pay, standby pay, general holiday pay, or time off in lieu, except to the extent established by this Bylaw, the Employment Agreement or applicable laws.

Absences and Leaves

49. The Mayor and/or Council must approve all leaves of absence of the City Manager and may provide conditions for such approval and leaves, including whether such leaves are paid or unpaid, and subject to the Employment Agreement and compliance with applicable laws.

50. The City Manager shall be entitled to all Special Leave pursuant to Part 9 of the Yukon *Employment Standards Act* (the "*ESA*").

51. The City Manager must apply for federal employment insurance benefits where applicable to a leave request, and the Employment Agreement or Council may provide for payment of a percentage of the regular salary earnings to be paid to the City Manager during any applicable waiting period.

52. The Employment Agreement may provide the City Manager with paid vacation leave entitlement greater than the *ESA* requirements.

53. The Mayor may approve routine absences of the City Manager within parameters approved by Council. Mayor and/or Council approval is required for any leave not stated in this Bylaw or the Employment Agreement, including any time off in lieu of overtime hours, and the Mayor and/or Council shall determine whether any such other approved leave is with or without pay.

54. The City Manager is entitled to injury on duty leave subject to approval by the Yukon Workers' Safety and Compensation Board (WSCB). Where such injury leave is granted, the City Manager shall assign to the City all payments received

from the Workers' Safety Compensation Board covering the period of the injury on duty leave.

55. The City Manager shall be entitled to maternity and parental leave pursuant to the *ESA*. The City Manager shall be entitled to participate in the City's Supplementary Employment Insurance Benefits (SEIB) Plan.

56. If the City Manager is absent from duty without authorization or without a reason protected by applicable laws, then the period of unauthorized absence may be unpaid, subject to Council's determination and applicable laws.

Allowances

57. The Employment Agreement may provide for other allowances including:
    1. a health and wellness spending allowance; and
    2. bonuses other than the performance/merit-based bonus; and

Conflict of Interest

58. The City Manager shall avoid actual, potential, and perceived conflicts of interest.

59. The City Manager shall not use their office, position, confidential information, City property, or City resources for personal gain or for the improper benefit of another person or organization.

60. The City Manager shall disclose to Council, in writing and as soon as reasonably practicable, any actual, potential, or perceived conflict of interest involving the City Manager's duties, private interests, outside activities, family interests, financial interests, or relationships with vendors, contractors, developers, applicants, employees, elected officials, or other persons dealing with the City.

61. Where a conflict exists or may reasonably be perceived to exist, Council may establish conditions to manage the conflict, including recusal, reassignment of decision-making authority, reporting requirements, restrictions on access to information, or any other measure Council considers appropriate.

62. The City Manager shall not accept gifts, hospitality, benefits, or favours connected to City business except in accordance with City bylaws or, in the absence of such rules, with prior disclosure to and approval by Council. This section does not apply to nominal protocol or courtesy items. The City Manager shall, if not clear, consult with the Mayor on whether an item is more than nominal or a courtesy.

63. The City Manager shall not engage in outside employment, consulting, business activity, board service, or other activity that could interfere with the duties of the office or create an actual, potential, or perceived conflict of interest, unless disclosed to and approved by Council in writing.

64. A breach of this section may constitute discipline or cause for dismissal, subject to applicable laws.

Confidentiality and Records

65. The City Manager shall keep confidential all confidential information obtained through the office, including information concerning personnel, labour relations, legal matters, land, procurement, investigations, security, emergency planning, personal information, and matters discussed in camera, except where disclosure is authorized by Council or in compliance with applicable laws.
66. All documents, records, notes, data, communications, and work product created or received by the City Manager in the course of employment are the property of the City and shall be returned to the City upon request or upon the end of employment.
67. The obligations in this section survive the end of the City Manager's employment.

Discipline, Suspension and Dismissal

68. Dismissal from employment constitutes revocation of the appointment of the City Manager.
69. The Mayor and/or Council may discipline or suspend the City Manager subject to applicable laws and the terms of the Employment Agreement.
70. Council may dismiss the City Manager from employment at the City by resolution subject to applicable laws and the terms of the Employment Agreement.
71. The Mayor and/or Council may place the City Manager on a paid non-disciplinary administrative leave, with or without conditions, while Council investigates any conduct of the City Manager that may impact the employment of the City Manager or reputation or interests of the City.
72. A paid administrative leave is not a suspension and does not constitute discipline unless Council expressly determines otherwise.
73. Council may dismiss the City Manager for cause without notice or pay in lieu of notice where the circumstances permit dismissal without notice or pay in lieu of notice under applicable laws.
74. For dismissal without cause, the City must provide the City Manager with the minimum notice or pay in lieu of notice required by the Yukon *Employment Standards Act*. The Employment Agreement may also provide for an additional severance entitlement upon dismissal without cause that shall not exceed common law reasonable notice obligations. The additional severance entitlement may be provided by notice, pay in lieu of notice, or salary continuance (or any equivalent combination thereof).

General Provisions

75. The City Manager shall comply with applicable laws, this Bylaw, the Employment Agreement, City bylaws, Council resolutions and policies, and any City administrative directives, policies or procedures that apply to the City Manager and are not inconsistent with this Bylaw.

SCHEDULE "A"

OATH OF OFFICE AND SECRECY

I, _____, solemnly and sincerely swear or affirm that I will faithfully and honestly fulfil the duties that devolve upon me by reason of my employment in the public service of the City of Whitehorse and that I will not, without due authority in that behalf, disclose or make known any matter that comes to my knowledge by reason of such employment.

_____

Signature of City Manager

Sworn or affirmed before me at the City of Whitehorse, in the Yukon Territory, this _____ day of _____, 20____.

Mayor, Notary Public, Commissioner for Oaths, or other person authorized to administer oaths in the Yukon Territory

76. This Bylaw does not limit Council's authority to amend this Bylaw from time to time in accordance with applicable laws.

77. This Bylaw and any Employment Agreement approved by Council supersede any prior bylaw, resolution, agreement, letter, policy, directive, practice, or representation dealing with the City Manager's terms and conditions of employment, except to the extent expressly preserved in an Employment Agreement duly approved by Council.

78. If any provision of this Bylaw is found to be invalid or unenforceable, the invalidity or unenforceability does not affect the validity or enforceability of any other provision of this Bylaw.

Bylaw Repeal

79. Bylaw 2022-29, including all amendments thereto, is hereby repealed effective on the coming into force of this Bylaw.

80. The Interim City Manager currently appointed pursuant to Bylaw 2025-42, which amended Bylaw 2022-29, continues to be appointed as Interim City Manager for the City of Whitehorse, in accordance with the terms and conditions of employment stated in Bylaw 2022-29, and the offer letter/agreement from the City dated December 19, 2025 (as amended by the extension letter/agreement from the City dated June 16, 2026) (the "Employment Contract"), and her appointment shall continue until a new permanent City Manager is appointed by Council under this Bylaw or as otherwise terminated earlier in accordance with the terms of the Employment Contract. For greater certainty, none of the provisions of this Bylaw shall be binding on the Interim City Manager in their current appointment.

Coming Into Force

81. This Bylaw shall come into full force and effect on and from final passage thereof, unless Council specifies a later effective date.

FIRST READING: July 10, 2026
SECOND READING: July 14, 2026
THIRD READING and ADOPTION: July 14, 2026

Kirk Cameron, Mayor

Corporate Services

THE CITY OF 19 50 WHITEHORSE