



**BYLAW 2023-35**  
**MANAGEMENT AND CONFIDENTIAL EXCLUSION**  
**EMPLOYMENT BYLAW**  
**2023 to 2025 Inclusive**

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# Management and Confidential Exclusion Employment Bylaw 2023-35

## **CITY OF WHITEHORSE** **BYLAW 2023-35**

A bylaw to provide for the terms and conditions of employment for Management and Confidential Exclusion employees of the City of Whitehorse

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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 employees covered in this bylaw are excluded from bargaining collectively under the *Canada Labour Code* due to the nature of their positions; and

WHEREAS the council of the City of Whitehorse deems it proper and expedient to set out the terms and conditions of employment for this excluded group of employees;

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

### **TITLE**

1. This bylaw may be cited as the “**Management and Confidential Exclusion Bylaw**”.

### **APPLICATION**

2. This bylaw applies to Employees who occupy positions specified in Section One Schedule A and Section Two Schedule B attached hereto and forming part of this bylaw. Such Employees are appointed pursuant to this bylaw and shall hold office in accordance with the terms and conditions of employment stated in this bylaw and as may be contractually agreed to between the City and the Employees.

### **DEFINITIONS**

3. In this bylaw,

"CASUAL EMPLOYEE" means an Employee hired on an irregular and/or unscheduled basis with no guarantee of hours or duration of work.

When available work can be projected for a period longer than three months the work assignment will be awarded as a Temporary position and the benefits of Temporary Employees shall apply, as described in Attachment “A” attached hereto and forming part of this bylaw;

“CITY” means the City of Whitehorse and may also be referred to as the Employer;

## **Management and Confidential Exclusion Employment Bylaw 2023-35**

"CITY MANAGER" means the person appointed as Chief Administrative Officer of the municipality pursuant to section 183 of the *Municipal Act* and who exercises the authority to manage Employees identified in this bylaw;

"CONFIDENTIAL EXCLUSION EMPLOYEE" means an Employee holding a position identified in Section Two, Schedule "B" of this Bylaw;

"CONTINUOUS SERVICE" means uninterrupted employment with the City;

"CONTINUOUS SERVICE DATE" means the date an individual is hired as a permanent Employee of the city OR where an Employee has prior service in either a term, casual or temporary capacity, the date that reflects continuous work with no break in employment greater than four consecutive work weeks immediately prior to becoming a permanent Employee;

"COUNCIL" means the Council of the City of Whitehorse;

"EMPLOYEE" means a person employed by the City as specified by Schedules "A" and "B" of this bylaw;

"EMPLOYER" means the City of Whitehorse;

"FULL TIME EMPLOYEE" means an Employee scheduled to work the standard hours of any position included in Schedule "A" or "B";

"IMMEDIATE FAMILY" defined in applicable sections;

"INCREMENT DATE" means the anniversary date of the commencement of Continuous Service except that, where an Employee has been promoted or reclassified with a resulting salary increase, the increment date shall become the anniversary of the promotion;

"MANAGEMENT EMPLOYEE" means an Employee holding a position identified in Section One, Schedule "A";

"PART TIME EMPLOYEE" means a permanent Employee who works less than the standard daily or weekly hours of work on a continuing, scheduled basis;

"PERMANENT EMPLOYEE" means an Employee other than a temporary or casual Employee;

"STANDARD WORK WEEK:" for Management means 37.5 or 40 hours per week as of passing of this Bylaw; for Confidential Exclusion means 37.5 hours per week

"TASKS" are those work activities which, when combined, comprise the duties to be performed by an Employee as described in a position description.

"TEMPORARY EMPLOYEE" means an Employee hired for a specific task or a period not exceeding one calendar year. The term of employment will terminate at the end of the temporary period or task unless terminated earlier as stated in this bylaw or the contract of employment with the Employee.

"TERM EMPLOYEE" means an employee who is hired for a specific task, project or position (to backfill due to a leave of absence or term or acting appointment of a permanent employee or to occupy a non-recurring term-specific position) for a term not to exceed two years or 24 months. At the end of the term the employment

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relationship is terminated unless the Parties agree otherwise. Term employees receive the same terms and conditions as permanent employees.

## **INTERPRETATIONS**

4. In this bylaw,
  - (1) “may” will be regarded as permissive.
  - (2) “shall” will be regarded as imperative.
5. Whenever the singular, masculine or feminine is used in this bylaw it shall be interpreted as if the plural, feminine or masculine has been used where the context of the parties hereto so requires.

## **SECTION ONE MANAGEMENT**

### **ATTENDANCE AND HOURS OF WORK**

6. Salary ranges for Employee’s covered by Section One of this bylaw are set out in Schedule “A”.
7. Each standard work day will include a one-hour unpaid meal break (scheduled as close to the mid-point of the work day as possible) and two 15-minute rest breaks (scheduled approximately mid-way through each half day).
8. When determined to be an operational necessity, the City Manager may require Employees to work non-standard days and hours. It is a condition of employment that all Employees covered under this bylaw will be available for unscheduled work duties.
9. Management Employees and the Employer by mutual agreement may introduce a 37.5 or 40 hour work week whatever is operationally feasible for the position.
10. The salary and other remuneration and benefits for management Employees, including the management leave entitlement, compensates management Employees for all hours worked. Management Employees will be required to work in excess of 37.5 or 40 hours per week as needed to fulfil the duties of their positions. Management Employees will not be entitled to additional or overtime pay of any kind for any hours in excess of 37.5 or 40 hours per week that are necessary to fulfil the requirements of their position.
11. Employees and the Employer by mutual agreement may introduce daily flexible work hours so long as such arrangements do not result in additional costs/premiums, and without impacting the delivery of City services or otherwise reducing the resources necessary to meet operational requirements.
12. Employees who have the approval of their direct manager and who are required to attend conferences or any training/ professional development courses required to maintain the certifications specified in the Position Description during non-standard work hours will be paid at straight time for the actual time spent at the conference or attending training/professional development courses.

### **SALARIES, CLASSIFICATIONS**

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13. Employees covered by this bylaw will be paid in accordance with the classifications and salary ranges set out in Section One Schedule "A" which form part of this bylaw. No qualified Employee shall receive less than the minimum rate specified for the position.
14. Where an existing classification or position is modified or a new classification or position is created by the City to address operational needs, budgetary constraints or to fulfil human resources objectives, the classification for the position will be determined through the City's job evaluation committee, salary range is determined by market. New positions may be added to Schedule "A" during the life of the bylaw with the agreement of the City Manager.
15. If market realities demonstrate a significant deviation from the City's pay rates as detailed in this bylaw then a temporary market adjustment can be established for the position that will be reviewed and amended each time this bylaw is renewed.
16. In extraordinary circumstances and for bone fide emergencies, Employees may be paid in excess of the established pay rate at the discretion of the City Manager.
17. Prior to receiving any pay, all Employees covered under this bylaw will take and subscribe the oath or affirmation set out in Attachment "B".
18. Pay for Employees covered under this bylaw will be direct deposited every second Wednesday. Employees will receive a statement (pay advice) indicating total pay and deductions for each pay period.

### **Overtime**

19. Management Employees are not entitled to overtime pay.

### **Performance Evaluation**

20. A performance review and evaluation of each Employee will be conducted annually.

### **Performance Award**

21. The Employer may grant Employees a performance award as defined in the relevant administrative directive.

### **Acting Pay**

22. Employees who are temporarily assigned to a higher paying position/ classification shall receive an additional 5% of their salary or the minimum salary range for the new classification (whichever is higher), for all hours worked in the position. Acting pay will continue for all days worked during the full period of the assignment (including statutory holidays). Employees on an approved absence during an acting assignment will be paid at their regular rate of pay as defined in the Acting Assignment Administrative Directive.
23. Employees requested to assume the duties of a director or City Manager, or whose job descriptions outline this responsibility, will be paid at the appropriate salary range for all hours worked in the position. The Employee will receive either an increase of 10% or Step 1 of the salary range for the higher classification, whichever is greater.



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Under no circumstances will the Employee receive more than the maximum for the range.

### **Increment Date**

24. Managers not at the top of the pay range will have their annual salary reviewed at the end of each calendar year. Merit increases will be applied on January 1<sup>st</sup> of the following year.

### **Promotion**

25. Upon promotion to a higher classified position, an Employee will either receive the minimum salary rate of the applicable range for the new position or a salary increase of 10%.

### **Reclassification**

26. When an Employee's position is reclassified to a higher salary range, a market analysis may be completed to determine a new salary range for that position.
27. Employees will not have a salary reduction if their position is reclassified downward. However, the Employee will not be eligible for further wage increases until such time as their salary is less than the maximum of the reclassified range.
28. When an Employee's position is reclassified but remains in the existing salary range, the Employee's salary will remain unchanged.

### **Retroactive Pay**

29. Employees who die or retire during a period covered by a retroactive pay adjustment will receive, or their estate shall receive, any salary benefit accruing.

## **ILLNESS**

### **Wage Indemnity**

30. Employees claiming non-occupational illness or accident for more than six consecutive days must apply for Wage Indemnity. The City's benefit carrier will determine whether the Wage Indemnity Policy entitlement conditions are met. Questions as to whether an Employee has met the Wage Indemnity Policy entitlement conditions shall be a matter between the Employee and the claims adjudicator.
31. If the Wage Indemnity claim is approved, Employees are entitled to time off with pay for a maximum of 17 weeks from the first day of hospitalization, accident or approved illness in accordance with the following schedule:

Wage Indemnity Entitlements for Approved Claims	
Completed Continuous Employment	Maximum Benefits
First 90 days	No provision
90 days to 1 year less 1 day	4 weeks at full pay, 13 weeks at 2/3 pay
1 year to 2 years less 1 day	7 weeks at full pay, 10 weeks at 2/3 pay
2 years to 3 years less 1 day	10 weeks at full pay, 7 weeks at 2/3 pay
3 years to 4 years less 1 day	13 weeks at full pay, 4 weeks at 2/3 pay

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Over 4 years	17 weeks at full pay
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32. Successive periods of disability separated by less than 30 days of continuous employment will be considered one period of disability at the discretion of the claims adjudicator.

## **Long Term Disability**

33. Employees 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 claims adjudicator 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 claims adjudicator. Such matters must be pursued under the terms of the long-term disability plan.
34. 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.
35. 100% of the Long Term Disability premium will be paid by the Employee.
36. Effective January 1, 2024 for Schedule "A" Employees, payments will be based upon 65% of the first \$4,500.00 monthly earnings and 55% of the remaining monthly earnings to a maximum benefit of \$20,000.00 per month. Amounts over \$11,000.00 would require evidence of insurability.

## **MEDICAL AND GROUP INSURANCE**

### **Basic Medical Insurance**

37. All Employees, whether full time, part time, temporary or casual, shall participate in the Yukon Health Care Insurance Plan unless otherwise exempted.

### **Extended Health, Life and AD&D:**

38. On the first of the month following 60 days of continuous employment, permanent Employees eligible for Group Benefit Coverage will be enrolled in the following benefits:
- Extended Health Care Plan
  - Group Life Insurance \$25,000 or one times the employee's annual salary, whichever is greater.
  - Accidental Death and Dismemberment Insurance \$100,000.00.

The premiums shall be cost shared on the basis of 90% by the Employer and 10% by the employee.

### **Dental Plan**

39. On the first of the month following 60 days of continuous employment, eligible permanent Employees shall be enrolled in a dental plan which shall include orthodontic procedures coverage.

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The premiums shall be cost shared on the basis of 90% by the Employer and 10% by the employee.

### **REGISTERED RETIREMENT SAVINGS PLAN/CAAT Pension Plan**

40. Upon the commencement date of hire, Permanent Employees shall enrol in the Employer's Group Registered Retirement Savings Plan.
  - (1) All moneys remitted on behalf of the Employee shall be immediately vested with the Employee.
  - (2) 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, and/or settlement from marriage break-ups.

### **Schedule "A" Employees**

41. All permanent employees shall enrol in the Employer's Group Registered Retirement Savings Plan (RRSP) which is subject to the specific provisions of federal legislation. The minimum contribution is 14% of which the employer contributes 9% over salary and the employee contributes 5%.
42. 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 there is no additional cost to the Employer. Permanent Employees hired after implementation of the Pension Plan shall enroll in the Pension Plan.
43. The Pension Plan contributions shall total a minimum of 14% of which the Employer shall contribute 9% and the employee shall contribute a minimum of 5%.
44. After implementation of the Pension Plan, the Plan will replace the current Registered Retirement Savings Plan in the Agreement.

### **LEAVES**

45. Employees have access to a number of paid leaves within this bylaw. If the Employee exhausts the number of paid days available in this bylaw to cover a leave for a purpose that is substantially similar to a leave identified within the *Yukon Employment Standards Act*, time off without pay shall be provided up to the amount of days contained in such Act.

### **General Holidays**

46. Employees will receive 14 designated general holidays with pay annually. For each such holiday, Employees will be paid their regular earnings. Employees will receive holiday pay even if the holiday falls on a Saturday, Sunday, or on an Employee's day of rest, the next working day shall serve as the general holiday. The designated general holidays shall be:

New Year's Day  
Heritage Day

Discovery Day  
Labour Day

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|---------------------------------|---|
| Good Friday                     | National Day for Truth and Reconciliation |
| Easter Monday                   | Thanksgiving Day                          |
| Victoria Day                    | Remembrance Day                           |
| National Indigenous Peoples Day | Christmas Day                             |
| Canada Day                      | Boxing Day                                |

And any other day declared or proclaimed a holiday by the Canadian or Yukon governments or the City of Whitehorse.

- 47. General Holiday pay provisions will prevail where an Employee, employed for a period of six months, is off work due to any circumstances for which compensation under the *Worker's Compensation Act* is receivable.
- 48. When a general holiday falls within an Employee's scheduled vacation, the Employee will receive one additional day of vacation leave in lieu of each such general holiday.

**Vacation Leave**

- 49. Employees who receive pay for at least ten days in a calendar month are entitled to vacation leave in accordance with the following schedule:

Years of Service	37.5hr Monthly Accrual	40hr Monthly Accrual
1 year and less than 2 years	12.50 hours	13.33 hours
2 years and less than 5 years	15.62 hours	16.66 hours
5 years and less than 10 years	18.75 hours	20.00 hours
10 years and less than 20 years	21.87 hours	23.33 hours
20 years and over	25.00 hours	26.66 hours

- 50. Employees are encouraged to use their accrued paid vacation time for rest, relaxation, and personal pursuits.
- 51. Employees may carry vacation leave credits forward for a maximum of two years. In the second pay in January of each year the Employer will pay Employees all unused accumulated vacation leave credits in excess of the number of days that were accumulated during the two-year period.
- 52. Vacation leave may not be taken until it has been earned, with the exception that an Employee who has completed at least one year of continuous service may be granted up to one week of vacation leave in advance.
- 53. The Employer shall make a reasonable effort to grant an Employee the period of vacation leave requested.
- 54. Upon termination, permanent and probationary Employees shall be paid for all unused accumulated vacation leave, such payment to be calculated by multiplying the daily rate (based on the Employee's current salary) by the number of hours leave outstanding.

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### **Non-Occupational Illness or Accident Leave**

55. Upon completion of 90 days of continuous service all permanent employees shall be granted sick leave when the employee must be absent from work by reason of bona fide non-occupational illness or accident, medical, dental or health professional appointment.
56. On January 1 each year, Employees will be granted 10 Illness or Accident Leave days to be used for non-occupational illnesses less than six consecutive business days. The wage indemnity provisions of this bylaw shall govern absences in excess of six consecutive working shifts for all Employees when qualified.
57. In order to qualify for paid time off due to illness, Employees unable to report for scheduled shifts shall notify their immediate supervisor prior to the starting time of the working day or as soon after the beginning of the working day as possible.
58. Employees are required to use other accrued leaves pending a decision of qualification for Wage Indemnity. If the claim is approved, accrued leaves for the approved period will be reversed back to the Employee.
59. The Employer may require an Employee to undergo an independent medical examination or produce additional medical evidence (acceptable to the Employer) to substantiate any period of absence claimed to be illness.
60. Unused illness or accident leave at the end of the calendar year will not be carried over or paid out.

### **Special Leave**

61. The City of Whitehorse recognises that there may be occasions when employees need to take time off work for reasons that do not necessarily fall under normal leave provisions.
62. Any special leave granted is always on the provision that it is subject to the operational needs of the work area of the particular employee and requires prior permission.
63. The aim of the special leave provisions of this bylaw is to provide a framework that enables employees to request a reasonable period of paid leave when personal circumstances or community commitments occur.
64. It is recognised that it is not possible to cover all circumstances where special leave may be appropriate. For specific examples please refer to the Special Leave Administrative Directive or for exceptional circumstances, please contact the HR department.
65. Employees are expected to use special leave with a view toward responsibly balancing their work and personal requirements.
66. Upon hiring, Permanent Employees will be advanced three (3) days Special Leave. Should the Employee leave the Employer prior to 90 days the Special Leave shall be prorated and any amount owing will be recovered from the Employee.

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67. After 90 days, Permanent Employees will be credited with 0.75 additional special leave days for each completed calendar month in which the Employee has received pay for at least an equivalent of two standard workweeks in the calendar month.
68. Special leave use is subject to the approval of the Employee's supervisor/ manager who may ask the nature of the leave and the length of the leave required. The supervisor/manager may also ask for proof of the need for the leave.

### **Restrictions**

69. An Employee is not entitled to take special leave while the Employee is on:
  - (1) Pre-retirement vacation leave (this is the period of vacation leave often taken prior to retirement);
  - (2) Leave of absence without pay;
  - (3) Suspension; or
  - (4) Long-term disability benefits.
70. Special leave cannot be used to supplement/increase weekly indemnity, vacation, maternity, paternity, adoption, or parental leave.
71. Special leave days have no accrued value other than for authorized paid time off. There is no entitlement to have unused special leave days paid out at any time, including upon termination of employment for any reason. The maximum number of days within the Employee's special leave reserve is limited to 25 days at any given time, and special leave days will not accrue above 25 days at any given time.
72. Definition of family for special leave purposes:
  - spouse or common-law partner residing with the employee;
  - children (including foster children or children of spouse or common-law partner), stepchildren, son-in-law, daughter-in-law and grandchildren,
  - parents (including step-parents and foster-parents), father-in-law, mother-in-law, step-in-laws and grandparents;
  - brothers and sisters, brothers-in-law and sisters-in-law;
  - aunts, uncles, nieces and nephews;
  - any relative residing in the employee's household or with whom the employee permanently resides.

### **Injury on Duty Leave**

73. Permanent Employees who are injured on the job and have their claim approved by the Workers' Safety Compensation Board (WSCB) shall be granted Injury on Duty Leave with pay for such reasonable period as may be determined by the WSCB.
74. Where such leave is granted, permanent Employees shall assign to the Employer all payment received from the Workers' Safety Compensation Board covering the period

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of Injury on Duty Leave. Non-permanent Employees on leave due to an approved WSCB claim will receive compensation directly from WSCB.

### **Maternity Leave**

75. An Employee qualifying under the *Yukon Employment Standards Act* shall be entitled to request maternity leave in accordance with the provisions of the *Yukon Employment Standards Act*. The following provisions shall apply only to permanent employees:
- (1) After completion of one year of continuous employment, an employee who:
    - (a) Agrees to return to work for a period of at least six months after the expiry of maternity leave, and
    - (b) Provides the Employer with proof that they have applied for, is entitled to and in receipt of unemployment insurance benefits pursuant to the *Employment Insurance Act*, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Insurance Benefit (SEIB) Plan.
  - (2) An employee under paragraph (1)(a) above shall sign an agreement with the Employer, providing that:
    - (a) They will return to work after the expiry of her maternity leave, unless this date is modified with the Employer's consent; and
    - (b) They will work for a period of at least six months after her return to work; and
    - (c) should the employee fail to return to work as per the provisions of subparagraphs (2)(a) and (b) above for reasons other than death, lay-off or disability, the employee agrees that they will be indebted to the Employer for the full amount received as maternity leave allowance.
  - (3) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Employment Insurance Benefit plan will consist of the following:
    - (a) Where the employee is subject to a waiting period of one week before receiving employment insurance maternity benefits, an allowance of 93 percent of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period; and
    - (b) For up to a maximum of 15 weeks, payments equivalent to the difference between the Employment Insurance benefits that the employee received at the actual time of the maternity leave and 93 percent of her weekly rate of pay, less any other monies earned during this period.
    - (c) The duration of the allowance will be reduced by any time spent on short-term disability.
    - (d) Where an employee has received the full 15 weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave

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without pay, they are eligible to receive a further maternity allowance for a period of one week, equivalent to 93 percent of her weekly rate of pay, less any other monies earned during this period.

- (4) The weekly rate of pay referred to in paragraph (3)(d) above shall be:
    - (a) for a full-time employee, the weekly rate of pay for the classification prescribed in her certificate of appointment to her position to which they are entitled on the day immediately preceding the commencement of her maternity leave;
    - (b) for a part-time employee, the weekly rate of pay for the classification prescribed in her certificate of appointment to her position to which they are entitled on the day immediately preceding the commencement of her maternity leave, multiplied by the fraction obtained by dividing the part-time employee's assigned regular weekly hours of work averaged over the preceding six-month period of continuous employment by the regularly scheduled full-time weekly hours of work for the employee's classification;
    - (c) where an employee becomes eligible for a pay increase or an economic adjustment during the SEIB Plan period set out in paragraph (3)(c) above, the employee's weekly rate of pay in sub-paragraphs (a) and (b) above shall be adjusted accordingly.
  - (5) A regular employee who is on lay-off status shall not be entitled to receive any allowance payment under the SEIB Plan pursuant to paragraph (3)(c) above.
  - (6) For the purpose of payments received under the Supplemental Employment Benefit Plan, the Plan shall provide that the employees have no vested right to payment under the plan except to payments during a period of unemployment specified in the plan.
  - (7) An employee's continuous service date will not be advanced by the amount of the maternity leave taken.
76. There shall be no duplication or overlap with the parental leave provisions of this bylaw.

### **Parental Leave**

77. An Employee qualifying under the *Yukon Employment Standards Act* shall be entitled to request parental leave without pay in accordance with the provisions of the *Yukon Employment Standards Act*. There shall be no duplication or overlap with the maternity and adoption leave allowance provisions of this bylaw.
78. In respect of the period of parental leave, parental leave allowance payments made according to the Supplementary Employment Insurance Benefit plan will consist of the following:
  - (1) where the employee is subject to a waiting period of one week before receiving employment insurance parental benefits, an allowance of 93



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percent of the employee's weekly rate of pay for the waiting period, less any other monies earned during this period. (An employee's continuous service date will not be advanced by the amount of the parental leave taken.

### **Compassionate Care Leave**

79. An employee requesting a leave of absence for compassionate reasons in accordance with the *Employment Insurance Act* will be given special consideration, and may be required to substantiate the reason before beginning the leave, and where not possible, before returning to work.
80. Where the employee is subject to a waiting period of one week before receiving Employment Insurance compassionate care leave benefits, the Employer will provide an allowance according to the Supplementary Employment Insurance Benefit Plan of 93 percent of his/her weekly rate of pay for the waiting period, less any other monies earned during this period.
81. No employee shall lose seniority, nor will an employee's continuous service date be advanced.

### **Family Caregiver Leave**

82. An employee requesting a leave of absence for critical illness reasons of family in accordance with the *Employment Insurance Act* will be given special consideration, and may be required to substantiate the reason before beginning the leave, and where not possible, before returning to work.
83. Definition of 'family member' as defined in the Employment Insurance Regulations (Canada) – includes immediate family and other relatives, as well as other individuals considered to be like family, regardless of marriage, common-law partnership, or legal parent-child relationships.
84. Where the employee is subject to a waiting period of one week before receiving Employment Insurance Critical Illness leave benefits, the Employer will provide an allowance according to the Supplementary Employment Insurance Benefit Plan of 93 percent of his/her weekly rate of pay for the waiting period, less any other monies earned during this period.
85. No employee shall lose seniority, nor will an employee's continuous service date be advanced

### **Court Leave**

86. Employees summoned to jury duty, subpoenaed as a witness, or attending court proceedings and providing proof shall be granted leave with pay. It is understood that any compensation received in connection with these activities shall be remitted to the Employer.

### **Leave Without Pay**

87. Following guidelines in the relevant administrative directive and under special circumstances where operational efficiency will not be adversely affected, leave without pay may be granted to an Employee. All applications for leave without pay in excess of ten working days are subject to the City Manager's approval.

## **Management and Confidential Exclusion Employment Bylaw 2023-35**

88. Except where provided otherwise by statute, an Employee who has been granted leave without pay which results in that Employee receiving less than the equivalent of two standard work weeks of pay in any calendar month may be required to prepay the full cost of medical and group insurance plan premiums in order to maintain benefit coverage for the period of leave as outlined in the administrative directive.
89. Except where provided otherwise by statute, Employees who have for any reason been granted leave without pay in excess of 30 calendar days will have their increment date and Continuous Service date to be advanced by the total amount of leave taken.
90. Applications for leave without pay should be submitted at least 31 calendar days in advance of the intended commencement date of the leave if at all possible. The Employee shall receive written notification of the decision within 14 calendar days of the date of application.

### **Management Leave**

91. In lieu of overtime, managers will receive two additional standard work weeks of management leave each year, credited on the first day of January in each year. Any Manager hired after January 1 will receive a pro-rated number of hours of management leave, based on the number of months remaining in the fiscal year. Any manager who leaves the employ of the City will have this time pro-rated for the remaining months in the year that will not be served and any used leave in advance will be repaid to the City.
92. Unused management leave credits will be converted to vacation credits as of December 31.

## **ALLOWANCES**

### **Health and Wellness Spending Allowance**

93. As of January 1, 2023 all permanent Employees will be eligible to receive a health and wellness spending allowance each year to a maximum of \$2,500.00. Any permanent Employee hired after January 1 will receive a pro-rated amount of health and wellness spending allowance, based on the number of months remaining in the fiscal year.
94. Submissions must be made by December 31<sup>st</sup> of each year to be eligible.
95. The health and wellness spending allowance will be paid to the total amount of submitted receipts for health related spending for the Employee or any member of the Employee's immediate family, subject to approval by the City and any applicable policies or administrative directives.
96. Definition of Immediate Family for the purpose of the health and wellness spending allowance:
  - spouse or common-law partner residing with the employee;
  - dependent children (including foster children or children of spouse or common-law partner).

# **Management and Confidential Exclusion Employment Bylaw 2023-35**

## **Long Service Bonus**

97. Permanent Employees are entitled to the following annual long service bonus:

5 years and less than 10 years	2% of base salary
10 years and less than 15 years	3% of base salary
15 and more years of service	4% of base salary

98. The long service bonus shall become payable in the pay period containing the Employee's continuous service date.

99. Employees who are entitled to a long service bonus and who terminate prior to completion of a further full year of continuous service shall be entitled to a long service bonus on a pro rata basis proportional to the completed months of service since their last long service bonus entitlement date.

## **Retirement Allowance**

100. An Employee who retires from employment at the city in accordance with the relevant administrative directive will receive a retirement allowance in the amount of two weeks' pay for the first completed year of service and one week's pay for each succeeding complete year of employment to a maximum of 28 weeks, less any period in respect of which severance, retirement or resignation allowance was previously granted.

## **Resignation Allowance (non-culpable)**

101. An Employee with a continuous service date before October 1, 2016 who has five or more years of continuous service shall on resignation receive a resignation allowance in the amount of two weeks' pay for the first completed year of service and one week's pay for each succeeding complete year of employment to a maximum of 28 weeks, less any period in which the Employee was previously granted severance, retirement or resignation allowance.

102. Employees with a continuous service date on or after October 1, 2016 shall not be eligible for a resignation allowance.

## **Yukon Bonus**

103. Permanent Employees with one or more years of continuous service will receive an annual Yukon Bonus travel benefit in the amount of \$2,900.00. Terminating Employees are entitled to a payment on a pro-rated basis proportional to the number of completed months of service since their last eligibility date.

104. Unless the employee provides written direction otherwise to the Employer, the Yukon Bonus travel benefit shall be paid out as a taxed 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.

## **Management and Confidential Exclusion Employment Bylaw 2023-35**

### **DISCIPLINE, SUSPENSION AND TERMINATION**

105. Termination of employment for the purposes of this bylaw is also deemed to be the revocation of the appointment of the Employee (as applicable). Subject to the terms of this bylaw or any applicable legislation, the discipline, suspension and termination of employment of an Employee shall be governed by the terms of this bylaw.
106. The City may discipline an Employee for any material breach of this bylaw or any other City bylaw or resolution, any material breach of any of the City's policies, procedures, administrative directives and practices, and any other conduct deemed by the City to be inappropriate for an Employee.
107. When imposing discipline on an Employee, the City shall attempt to correct behaviour through the application of progressive discipline. However, it is within the sole discretion of the City to determine the level of discipline appropriate under each circumstance including verbal warnings, written warnings, demotions, suspensions with or without pay and termination of employment.
108. The City may invoke non-disciplinary leaves with or without pay pending the outcome of disciplinary investigations made pursuant to section 106 and such non-disciplinary leaves do not constitute discipline, a suspension or termination/dismissal for the purposes of this section of the Bylaw until a decision to impose discipline or termination is made and communicated to the employee.
109. In addition to any other termination provisions provided for in the Bylaw, the employment relationship between the City and the Employee may be terminated in any of the following manners:
  - (1) By written agreement between the City and the Employee.
  - (2) By the Employee, upon providing one month's written notice of resignation to the City. The City may waive such notice in whole or in part and if it does so then the Employee shall be entitled to payment of salary in lieu of any of the remaining one month's notice.
  - (3) By the Employee retiring pursuant to the retirement allowance provision in this bylaw.
  - (4) By the City, at any time without any notice or pay in lieu of notice, for Cause. "Cause" shall include, but not be limited to:
    - (a) conduct by the Employee that brings or has the potential to bring the City or its representatives into public disrepute or ridicule;
    - (b) unauthorized disclosure of confidential information or documents received or obtained by Employee in the course of employment without the written consent of council;
    - (c) use of such confidential information or documentation for the Employee's benefit or gain;
    - (d) significant or repetitive breaches of the City's bylaws, resolutions, policies, procedures, administrative directives, or practices; and

## **Management and Confidential Exclusion Employment Bylaw 2023-35**

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- (e) any conduct that would constitute just cause for termination pursuant to the common law governing employment contracts.
110. For Employees other than casual and temporary Employees, the employment relationship may be terminated by the City for any reason at its sole discretion, on a without cause basis, by providing the Employee three months of notice during the first two years of employment plus one additional month of notice for each completed year of employment commencing upon completion of two years of employment, up to a maximum total notice of twelve months.
- (1) The City may at its sole discretion provide notice as written working notice, payment of base salary in lieu of notice, or any equivalent combination of written notice and base salary in lieu of notice.
  - (2) The City may at its sole discretion provide the payment of base salary in lieu of notice through salary continuance instalments and make such payments conditional on the Employee taking reasonable steps to search for new employment.
    - (a) The City may at its sole discretion cease salary continuance payments upon the Employee obtaining new employment or income.
  - (3) The provision to the Employee of any payment of salary in lieu of notice greater than the minimum notice required by the *Employment Standards Act* is conditional on the Employee providing a signed release from any legal claims against the City and confidentiality agreement about the affairs of the City in a form satisfactory to the City.
111. The employment of Temporary Employees will terminate at the end of the fixed term established by the City for the Temporary Employee unless terminated earlier by the City providing the minimum notice or pay in lieu of notice required by the *Employment Standards Act* (if any).
112. Unless otherwise agreed to in writing by the City, there is no obligation to provide any amount of work to Casual Employees, continue their employment for any period of time or provide any notice of termination of employment or pay in lieu of notice, unless otherwise required by the *Employment Standards Act* and then only the minimum entitlement will be provided.
113. Where notice is required pursuant to this bylaw and any applicable laws, all of the City's obligations related to the employment of an Employee and this bylaw are fully discharged and the rights of the Employee fully and fairly satisfied upon the City providing the greater of the notice or pay in lieu of notice pursuant to this section and the minimum entitlement pursuant to the *Employment Standards Act*. All notice pursuant to this section is inclusive of the entitlements pursuant to the *Employment Standards Act*.
114. If the employment relationship is terminated in accordance with this section then all remuneration and benefits shall cease immediately upon the effective date of termination unless expressly stated otherwise in this bylaw, agreed to in writing by the City or required by the *Employment Standards Act*, and the Employee shall have

## **Management and Confidential Exclusion Employment Bylaw 2023-35**

no further legal claim of any kind against the City arising out of the termination of employment or arising out of this bylaw.

### **GENERAL PROVISIONS**

115. Employees required by the Employer to complete a driver's examination during their regular work schedule will be paid for their time at the applicable rate of pay.
116. If, in the opinion of the Employer, a medical examination of an Employee is required, the Employee will be paid for the time spent with the doctor and the cost of the examination shall be borne by the City.
117. Any Employee suffering injury while on the job must report immediately, or as soon as practicable, to the Supervisor, his replacement or the nearest medical officer.
118. Conflict of interest rules as set out in Council's Employee Code of Conduct Policy will apply to all Employees.
119. The City Manager may choose to grant to an Employee additional discretionary benefits over and above those described by this bylaw, if they, further to consultation with Human Resources, is satisfied that special circumstances warrant such a decision.
120. To encourage use of public transit and the Canada Games Centre, the Employer shall reimburse 50% of the cost of a pass on the city operated public transit system and fifty percent (50%) of the cost for an Employee to purchase a membership pass (single or family) for the Canada Games Centre. For the purposes of this section, family means an Employee's spouse and children living in the Employee's residence.

# Management and Confidential Exclusion Employment Bylaw 2023-35

## SCHEDULE "A"

Effective January 1, 2023 to December 31, 2023						
Increase of 4.5%	Position		37.5 Hours per week		40 Hours per week	
	#		Minimum	Maximum	Minimum	Maximum
Director, Community and Recreation Services	168	Hourly	\$89.48	\$110.40	\$89.48	\$110.40
		Annual	\$175,118.92	\$216,061.12	\$186,755.33	\$230,418.09
Director, Corporate Services	033	Hourly	\$89.48	\$110.40	\$89.48	\$110.40
		Annual	\$175,118.92	\$216,061.12	\$186,755.33	\$230,418.09
Director, Development Services	171	Hourly	\$89.48	\$110.40	\$89.48	\$110.40
		Annual	\$175,118.92	\$216,061.12	\$186,755.33	\$230,418.09
Director, Infrastructure and Operations	034	Hourly	\$89.48	\$110.40	\$89.48	\$110.40
		Annual	\$175,118.92	\$216,061.12	\$186,755.33	\$230,418.09
Director, People and Culture	297	Hourly	\$89.48	\$110.40	\$89.48	\$110.40
		Annual	\$175,118.92	\$216,061.12	\$186,755.33	\$230,418.09
Associate Manager, Engineering Services	186	Hourly	\$61.37	\$80.22	\$61.37	\$80.22
		Annual	\$120,106.67	\$156,999.64	\$128,087.59	\$167,432.05
Associate Manager, Solid Waste Services	320	Hourly	\$53.88	\$69.53	\$53.88	\$69.53
		Annual	\$105,429.00	\$136,038.00	\$112,457.60	\$145,107.20
Deputy Fire Chief	167	Hourly	\$61.80	\$75.29	\$61.80	\$75.29
		Annual	\$120,945.14	\$147,346.93	\$128,981.79	\$157,137.94
Fire Chief	049	Hourly	\$69.25	\$88.77	\$69.25	\$88.77
		Annual	\$135,526.46	\$173,728.27	\$144,532.01	\$185,272.28
Manager, Business and Technology Systems	078	Hourly	\$67.50	\$84.37	\$67.50	\$84.37
		Annual	\$132,090.75	\$165,118.55	\$140,868.00	\$176,090.45
Manager, Bylaw Services	071	Hourly	\$65.54	\$82.61	\$65.54	\$82.61
		Annual	\$128,266.48	\$161,662.39	\$136,789.61	\$172,404.64
Manager, Engineering Services	072	Hourly	\$74.00	\$93.10	\$74.00	\$93.10
		Annual	\$144,811.05	\$182,194.84	\$154,433.55	\$194,301.44
Manager, Financial Services	077	Hourly	\$74.88	\$93.54	\$74.88	\$93.54
		Annual	\$146,549.36	\$183,053.77	\$156,287.36	\$195,217.44
Manager, Health and Safety Services	305	Hourly	\$64.76	\$90.84	\$64.76	\$90.84
		Annual	\$126,747.01	\$177,773.31	\$135,153.89	\$189,590.57
Manager, Human Resources	073	Hourly	\$71.45	\$92.89	\$71.45	\$92.89
		Annual	\$139,821.09	\$181,785.83	\$149,112.02	\$193,865.25
Manager, Land and Building Services	246	Hourly	\$66.86	\$83.28	\$66.86	\$83.28
		Annual	\$130,843.26	\$162,971.23	\$139,537.62	\$173,800.45
Manager, Legislative Services	220	Hourly	\$61.26	\$76.13	\$61.26	\$76.13
		Annual	\$119,881.71	\$148,982.99	\$127,847.69	\$158,882.70
Manager, Operations	179	Hourly	\$68.71	\$86.13	\$68.71	\$86.13
		Annual	\$134,463.02	\$168,554.26	\$143,397.91	\$179,754.46
Manager, Parks and Community Development	206	Hourly	\$62.87	\$78.82	\$62.87	\$78.82
		Annual	\$123,031.11	\$154,259.25	\$131,206.36	\$164,509.57
Manager, Planning and Sustainability Services	249	Hourly	\$66.86	\$83.28	\$66.86	\$83.28
		Annual	\$130,843.26	\$162,971.23	\$139,537.62	\$173,800.45
Manager, Property Management	296	Hourly	\$74.00	\$93.10	\$74.00	\$93.10
		Annual	\$144,811.05	\$182,194.84	\$154,433.55	\$194,301.44
Manager, Recreation and Facility Services	175	Hourly	\$62.97	\$78.88	\$62.97	\$78.88
		Annual	\$123,235.62	\$154,361.51	\$131,424.46	\$164,618.62
Manager, Strategic Communications	149	Hourly	\$78.08	\$92.96	\$78.08	\$92.96
		Annual	\$152,807.26	\$181,928.98	\$162,961.09	\$194,017.92
Manager, Strategic Funding	321	Hourly	\$59.65	\$78.97	\$59.65	\$78.97
		Annual	\$116,717.00	\$154,519.74	\$124,498.13	\$164,821.06
Manager, Transit Services	130	Hourly	\$62.34	\$83.38	\$62.34	\$83.38
		Annual	\$122,008.58	\$163,175.74	\$130,115.88	\$174,018.54
Manager, Water and Waste Services	208	Hourly	\$68.41	\$86.48	\$68.41	\$86.48
		Annual	\$133,869.95	\$169,249.58	\$142,765.43	\$180,495.98

## Management and Confidential Exclusion Employment Bylaw 2023-35

Effective January 1, 2024 to December 31, 2024						
Increase of 3%	Position #		37.5 Hours per week		40 Hours per week	
			Minimum	Maximum	Minimum	Maximum
Director, Community and Recreation Services	168	Hourly	\$92.17	\$113.72	\$92.17	\$113.72
		Annual	\$180,372.48	\$222,542.95	\$192,357.99	\$237,330.63
Director, Corporate Services	033	Hourly	\$92.17	\$113.72	\$92.17	\$113.72
		Annual	\$180,372.48	\$222,542.95	\$192,357.99	\$237,330.63
Director, Development Services	171	Hourly	\$92.17	\$113.72	\$92.17	\$113.72
		Annual	\$180,372.48	\$222,542.95	\$192,357.99	\$237,330.63
Director, Infrastructure and Operations	034	Hourly	\$92.17	\$113.72	\$92.17	\$113.72
		Annual	\$180,372.48	\$222,542.95	\$192,357.99	\$237,330.63
Director, People and Culture	297	Hourly	\$92.17	\$113.72	\$92.17	\$113.72
		Annual	\$180,372.48	\$222,542.95	\$192,357.99	\$237,330.63
Associate Manager, Engineering Services	186	Hourly	\$63.21	\$82.63	\$63.21	\$82.63
		Annual	\$123,709.87	\$161,709.63	\$131,930.22	\$172,455.02
Associate Manager, Solid Waste Services	320	Hourly	\$55.50	\$71.61	\$55.50	\$71.61
		Annual	\$108,591.87	\$140,119.14	\$115,831.33	\$149,460.42
Deputy Fire Chief	167	Hourly	\$63.66	\$77.55	\$63.66	\$77.55
		Annual	\$124,573.50	\$151,767.34	\$132,851.24	\$161,852.08
Fire Chief	049	Hourly	\$71.33	\$91.44	\$71.33	\$91.44
		Annual	\$139,592.25	\$178,940.12	\$148,867.97	\$190,830.45
Manager, Business and Technology Systems	078	Hourly	\$69.52	\$86.90	\$69.52	\$86.90
		Annual	\$136,053.47	\$170,072.10	\$145,094.04	\$181,373.17
Manager, Bylaw Services	071	Hourly	\$67.51	\$85.09	\$67.51	\$85.09
		Annual	\$132,114.47	\$166,512.26	\$140,893.30	\$177,576.77
Manager, Engineering Services	072	Hourly	\$76.22	\$95.89	\$76.22	\$95.89
		Annual	\$149,155.38	\$187,660.69	\$159,066.56	\$200,130.48
Manager, Financial Services	077	Hourly	\$77.13	\$96.34	\$77.13	\$96.34
		Annual	\$150,945.84	\$188,545.38	\$160,975.99	\$201,073.97
Manager, Health and Safety Services	305	Hourly	\$66.70	\$93.57	\$66.70	\$93.57
		Annual	\$130,549.42	\$183,106.51	\$139,208.51	\$195,278.29
Manager, Human Resources	073	Hourly	\$73.59	\$95.68	\$73.59	\$95.68
		Annual	\$144,015.73	\$187,239.40	\$153,585.38	\$199,681.21
Manager, Land and Building Services	246	Hourly	\$68.86	\$85.77	\$68.86	\$85.77
		Annual	\$134,768.56	\$167,860.37	\$143,723.74	\$179,014.46
Manager, Legislative Services	220	Hourly	\$63.10	\$78.41	\$63.10	\$78.41
		Annual	\$123,478.16	\$153,452.47	\$131,683.12	\$163,649.18
Manager, Operations	179	Hourly	\$70.77	\$88.71	\$70.77	\$88.71
		Annual	\$138,496.91	\$173,610.89	\$147,699.85	\$185,147.09
Manager, Parks and Community Development	206	Hourly	\$64.75	\$81.19	\$64.75	\$81.19
		Annual	\$126,722.04	\$158,887.03	\$135,142.55	\$169,444.86
Manager, Planning and Sustainability Services	249	Hourly	\$68.86	\$85.77	\$68.86	\$85.77
		Annual	\$134,768.56	\$167,860.37	\$143,723.74	\$179,014.46
Manager, Property Management	296	Hourly	\$76.22	\$95.89	\$76.22	\$95.89
		Annual	\$149,155.38	\$187,660.69	\$159,066.56	\$200,130.48
Manager, Recreation and Facility Services	175	Hourly	\$64.86	\$81.24	\$64.86	\$81.24
		Annual	\$126,932.69	\$158,992.35	\$135,367.19	\$169,557.18
Manager, Strategic Communications	149	Hourly	\$80.42	\$95.75	\$80.42	\$95.75
		Annual	\$157,391.47	\$187,386.85	\$167,849.92	\$199,838.45
Manager, Strategic Funding	321	Hourly	\$61.44	\$81.34	\$61.44	\$81.34
		Annual	\$120,218.51	\$159,155.33	\$128,233.08	\$169,765.69
Manager, Transit Services	130	Hourly	\$64.22	\$85.88	\$64.22	\$85.88
		Annual	\$125,668.84	\$168,071.01	\$134,019.36	\$179,239.10
Manager, Water and Waste Services	208	Hourly	\$70.46	\$89.08	\$70.46	\$89.08
		Annual	\$137,886.05	\$174,327.07	\$147,048.40	\$185,910.86



## Management and Confidential Exclusion Employment Bylaw 2023-35

Effective January 1, 2025 to December 31, 2025						
Increase of 3%	Position		37.5 Hours per week		40 Hours per week	
	#		Minimum	Maximum	Minimum	Maximum
Director, Community and Recreation Services	168	Hourly	\$94.93	\$117.13	\$94.93	\$117.13
		Annual	\$185,783.66	\$229,219.24	\$198,128.73	\$244,450.55
Director, Corporate Services	033	Hourly	\$94.93	\$117.13	\$94.93	\$117.13
		Annual	\$185,783.66	\$229,219.24	\$198,128.73	\$244,450.55
Director, Development Services	171	Hourly	\$94.93	\$117.13	\$94.93	\$117.13
		Annual	\$185,783.66	\$229,219.24	\$198,128.73	\$244,450.55
Director, Infrastructure and Operations	034	Hourly	\$94.93	\$117.13	\$94.93	\$117.13
		Annual	\$185,783.66	\$229,219.24	\$198,128.73	\$244,450.55
Director, People and Culture	297	Hourly	\$94.93	\$117.13	\$94.93	\$117.13
		Annual	\$185,783.66	\$229,219.24	\$198,128.73	\$244,450.55
Associate Manager, Engineering Services	186	Hourly	\$65.11	\$85.11	\$65.11	\$85.11
		Annual	\$127,421.16	\$166,560.92	\$135,888.13	\$177,628.67
Associate Manager, Solid Waste Services	320	Hourly	\$57.17	\$73.76	\$57.17	\$73.76
		Annual	\$111,849.63	\$144,322.71	\$119,306.27	\$153,944.23
Deputy Fire Chief	167	Hourly	\$65.56	\$79.88	\$65.56	\$79.88
		Annual	\$128,310.70	\$156,320.36	\$136,836.78	\$166,707.64
Fire Chief	049	Hourly	\$73.47	\$94.18	\$73.47	\$94.18
		Annual	\$143,780.02	\$184,308.32	\$153,334.01	\$196,555.36
Manager, Business and Technology Systems	078	Hourly	\$71.61	\$89.51	\$71.61	\$89.51
		Annual	\$140,135.07	\$175,174.27	\$149,446.86	\$186,814.36
Manager, Bylaw Services	071	Hourly	\$69.53	\$87.64	\$69.53	\$87.64
		Annual	\$136,077.91	\$171,507.63	\$145,120.10	\$182,904.08
Manager, Engineering Services	072	Hourly	\$78.50	\$98.77	\$78.50	\$98.77
		Annual	\$153,630.05	\$193,290.51	\$163,838.55	\$206,134.40
Manager, Financial Services	077	Hourly	\$79.45	\$99.23	\$79.45	\$99.23
		Annual	\$155,474.21	\$194,201.74	\$165,805.26	\$207,106.19
Manager, Health and Safety Services	305	Hourly	\$68.70	\$96.37	\$68.70	\$96.37
		Annual	\$134,465.90	\$188,599.70	\$143,384.76	\$201,136.64
Manager, Human Resources	073	Hourly	\$75.80	\$98.55	\$75.80	\$98.55
		Annual	\$148,336.20	\$192,856.58	\$158,192.94	\$205,671.64
Manager, Land and Building Services	246	Hourly	\$70.93	\$88.35	\$70.93	\$88.35
		Annual	\$138,811.61	\$172,896.18	\$148,035.46	\$184,384.89
Manager, Legislative Services	220	Hourly	\$64.99	\$80.76	\$64.99	\$80.76
		Annual	\$127,182.51	\$158,056.05	\$135,633.61	\$168,558.66
Manager, Operations	179	Hourly	\$72.89	\$91.37	\$72.89	\$91.37
		Annual	\$142,651.82	\$178,819.21	\$152,130.84	\$190,701.51
Manager, Parks and Community Development	206	Hourly	\$66.70	\$83.62	\$66.70	\$83.62
		Annual	\$130,523.71	\$163,653.64	\$139,196.83	\$174,528.20
Manager, Planning and Sustainability Services	249	Hourly	\$70.93	\$88.35	\$70.93	\$88.35
		Annual	\$138,811.61	\$172,896.18	\$148,035.46	\$184,384.89
Manager, Property Management	296	Hourly	\$78.50	\$98.77	\$78.50	\$98.77
		Annual	\$153,630.05	\$193,290.51	\$163,838.55	\$206,134.40
Manager, Recreation and Facility Services	175	Hourly	\$66.81	\$83.68	\$66.81	\$83.68
		Annual	\$130,740.67	\$163,762.12	\$139,428.21	\$174,643.89
Manager, Strategic Communications	149	Hourly	\$82.84	\$98.62	\$82.84	\$98.62
		Annual	\$162,113.22	\$193,008.46	\$172,885.42	\$205,833.61
Manager, Strategic Funding	321	Hourly	\$63.29	\$83.78	\$63.29	\$83.78
		Annual	\$123,825.07	\$163,929.99	\$132,080.07	\$174,858.66
Manager, Transit Services	130	Hourly	\$66.14	\$88.46	\$66.14	\$88.46
		Annual	\$129,438.90	\$173,113.14	\$138,039.94	\$184,616.27
Manager, Water and Waste Services	208	Hourly	\$72.57	\$91.75	\$72.57	\$91.75
		Annual	\$142,022.64	\$179,556.88	\$151,459.85	\$191,488.19

# **Management and Confidential Exclusion Employment Bylaw 2023-35**

## **SECTION TWO CONFIDENTIAL EXCLUSION**

### **ATTENDANCE AND HOURS OF WORK**

121. Salary ranges for Employee's covered by Section Two of this bylaw are set out in Schedule "B".
122. Each standard work day will include a one-hour unpaid meal break (scheduled as close to the mid-point of the work day as possible) and two 15-minute rest breaks (scheduled approximately mid-way through each half day).
123. When determined to be an operational necessity, the City Manager may require Employees to work non-standard days and hours. It is a condition of employment that all Employees covered under this bylaw will be available for unscheduled work duties.
124. Employees and the Employer by mutual agreement may introduce daily flexible work hours so long as such arrangements do not result in additional costs/premiums, and without interrupting the delivery of City services or otherwise reducing the resources necessary to meet operational requirements.
125. Confidential Exclusion Employees who are required to work outside of their standard hours of work will be paid at the prevailing rate of pay for the actual time spent at work.
126. Employees who have the approval of their direct manager and who are required to attend conferences or any training/ professional development courses required to maintain the certifications specified in the Position Description during non-standard work hours will be paid at straight time for the actual time spent at the conference or attending training/professional development courses.

### **SALARIES, CLASSIFICATIONS**

127. Employees covered by this bylaw will be paid in accordance with the classifications and salary ranges set out in Section Two Schedule "B" which forms part of this bylaw. No qualified Employee shall receive less than the minimum rate specified for the position.
128. Where an existing classification or position is modified or a new classification or position is created by the City to address operational needs, budgetary constraints or to fulfil human resources objectives, the classification for the position will be determined through the City's job evaluation committee. New positions may be added to Schedule "B" during the life of the bylaw with the agreement of the City Manager.
129. If market realities demonstrate a significant deviation from the City's pay rates as detailed in this bylaw then a temporary market adjustment can be established for the position that will be reviewed and amended each time this bylaw is renewed.
130. In extraordinary circumstances and for bone fide emergencies, Employees may be paid in excess of the established pay rate at the discretion of the City Manager.

## **Management and Confidential Exclusion Employment Bylaw 2023-35**

131. Prior to receiving any pay, all Employees covered under this bylaw will take and subscribe the oath or affirmation set out in Attachment "B".
132. Pay for Employees covered under this bylaw will be direct deposited every second Wednesday. Employees will receive a statement (pay advice) indicating total pay and deductions for each pay period.

### **Overtime**

133. Confidential Exclusion employees are eligible for overtime accruals and pay according to this section.
134. Approved hours of overtime will be paid or accrued as compensatory time at the following rates:
  - (1) Time and one-half for the first two hours outside the regular shift and double time thereafter.
  - (2) Time and one-half for the first seven and one half hours, as applicable, worked on an Employee's first day of rest, and double time thereafter.
  - (3) Double time for all hours worked on an Employee's second day of rest or any general holiday or day observed as such under the terms of this bylaw, or if instructed by the Employer to return to work while on annual vacation.
  - (4) Double time pay for working on a general holiday (or day observed as such) is in addition to any general holiday pay that an Employee may be entitled to under other provisions of this bylaw.
135. Confidential Exclusion Employees required to work:
  - (1) through the regular established lunch period shall be paid the applicable overtime rate for the time of the lunch period and also be given ½ hour to consume the meal before or after the regular lunch period at the regular rate of pay;
  - (2) overtime which is arranged prior to the completion of their regular shift, and scheduled to be worked prior to the commencement of their next regular shift (excluding days of rest and general holidays), shall be paid according to this section;
  - (3) on their scheduled day of rest, or on a general holiday or day observed as such, shall receive a minimum of four hours pay at the prevailing overtime rate.
136. Confidential Exclusion Employees called-out to work outside their regular shift shall be paid for a minimum of four hours at the prevailing overtime rate, except when called-out immediately prior to their regular starting time shall be paid at time and one-half for a minimum of two hours.

### **Compensatory Leave**

137. Overtime 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 compensatory leave for leave requests.

## **Management and Confidential Exclusion Employment Bylaw 2023-35**

138. Any remaining compensatory leave shall be paid out at a time convenient to the employee subject to the following restrictions;
- (1) Compensatory leave credits, which remain unused at the end of the calendar year, may be carried over into the following year.
  - (2) Carried over credits which remain unused at August 31 of the current year shall be paid by the employer.
139. Compensatory leave shall be approved for leave requests of a minimum of one hour or greater subject to the operating requirements of the Employer.

### **Performance Evaluation**

140. A performance review and evaluation of each Employee will be conducted annually.

### **Performance Reward**

141. The Employer may grant Employees a performance award as defined in the relevant administrative directive.

### **Acting Pay**

142. Employees who are temporarily assigned to a higher paying position/ classification shall receive an additional five percent of their salary or the minimum salary range for the new classification (whichever is higher), for all hours worked in the position. Acting pay will continue for all days worked during the full period of the assignment (including statutory holidays). Employees on an approved absence during an acting assignment will be paid at their regular rate of pay as defined in the Acting Assignment Administrative Directive.
143. Employees requested to assume the duties of a manager, director or City Manager, or whose job descriptions outline this responsibility, will be paid at the appropriate salary range for all hours worked in the position. The Employee will receive either an increase of ten percent or Step 1 of the salary range for the higher classification, whichever is greater. Under no circumstances will the Employee receive more than the maximum for the range.

### **Increment Date**

144. Confidential Exclusion employees not at the top of the pay range will have their annual salary reviewed on their increment date. Satisfactory performance will result in the Employee moving up to the next Step up to the maximum for that Range.
145. The increment date of an employee shall be the anniversary of the date of commencement of continuous service except that where an employee has been reclassified with a resulting salary increase or promotion, the increment date shall become the anniversary of the date of reclassification or promotion.

### **Promotion**

146. Upon promotion to a higher classified position, an Employee will either receive the minimum salary rate of the applicable range for the new position or a salary increase of ten percent.

# **Management and Confidential Exclusion Employment Bylaw 2023-35**

## **Reclassification**

- 147. When an Employee's position is reclassified to a higher salary range, the Employee will be granted a 5% salary increase, not to exceed the maximum of the new range. Where the minimum of the new salary range is more than 5% above the Employee's previous salary, the Employee will receive the minimum of the new range as outlined in the Job Evaluation Plan.
- 148. Employees will not have a salary reduction if their position is reclassified downward. However, the Employee will not be eligible for further wage increases until such time as their salary is less than the maximum of the reclassified range.
- 149. When an Employee's position is reclassified but remains in the existing salary range, the Employee's salary will remain unchanged.

## **Retroactive Pay**

- 150. Employees who die or retire during a period covered by a retroactive pay adjustment will receive, or their estate shall receive, any salary benefit accruing.

## **ILLNESS**

### **Wage Indemnity**

- 151. Employees claiming non-occupational illness or accident for more than six consecutive days must apply for Wage Indemnity. The City's benefit carrier will determine whether the Wage Indemnity Policy entitlement conditions are met. Questions as to whether an Employee has met the Wage Indemnity Policy entitlement conditions shall be a matter between the Employee and the claims adjudicator.
- 152. If the Wage Indemnity claim is approved, Employees are entitled to time off with pay for a maximum of 17 weeks from the first day of hospitalization, accident or approved illness in accordance with the following schedule:

Wage Indemnity Entitlements for Approved Claims	
Completed Continuous Employment	Maximum Benefits
First 90 days	No provision
90 days to 1 year less 1 day	4 weeks at full pay, 13 weeks at 2/3 pay
1 year to 2 years less 1 day	7 weeks at full pay, 10 weeks at 2/3 pay
2 years to 3 years less 1 day	10 weeks at full pay, 7 weeks at 2/3 pay
3 years to 4 years less 1 day	13 weeks at full pay, 4 weeks at 2/3 pay
Over 4 years	17 weeks at full pay

- 153. Successive periods of disability separated by less than 30 days of continuous employment will be considered one period of disability at the discretion of the claims adjudicator.

## **Management and Confidential Exclusion Employment Bylaw 2023-35**

### **Long Term Disability**

154. Employees 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 claims adjudicator 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 claims adjudicator. Such matters must be pursued under the terms of the long-term disability plan.
155. 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.
156. 100% of the Long Term Disability premium will be paid by the Employee.

### **Schedule "B" Employees**

157. Payments will be based upon 60% of the monthly earnings to a maximum benefit of \$4,000.00 per month.

## **MEDICAL AND GROUP INSURANCE**

### **Basic Medical Insurance**

158. All Employees, whether full time, part time, temporary or casual, shall participate in the Yukon Health Care Insurance Plan unless otherwise exempted.

### **Extended Health, Life and AD&D;**

159. On the first of the month following 60 days of continuous employment, permanent Employees eligible for Group Benefit Coverage will be enrolled in the following benefits:
- Extended Health Care Plan;
  - Group Life Insurance \$25,000 or one times the employee's annual salary, whichever is greater;
  - Accidental Death and Dismemberment Insurance \$100,000.00.

The premiums shall be cost shared on the basis of 90% by the Employer and 10% by the employee.

### **Dental Plan**

160. On the first of the month following 60 days of continuous employment, eligible permanent Employees shall be enrolled in a dental plan which shall include orthodontic procedures coverage.

The premiums shall be cost shared on the basis of 90% by the Employer and 10% by the employee.

## **Management and Confidential Exclusion Employment Bylaw 2023-35**

### **REGISTERED RETIREMENT SAVINGS PLAN/CAAT Pension Plan**

161. Upon the commencement date of hire, Permanent Employees shall enrol in the Employer's Group Registered Retirement Savings Plan.
- (1) All moneys remitted on behalf of the Employee shall be immediately vested with the Employee.
  - (2) 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, and/or settlement from marriage break-ups.

### **Schedule "B" Employees**

162. All permanent Schedule "B" employees shall enrol in the Employer's Group Registered Retirement Savings Plan (RRSP) which is subject to the specific provisions of federal legislation. The minimum contribution is 12.5% of which the employer contributes 8% over salary and the employee contributes 4.5%.
163. 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 there is no additional cost to the Employer. Permanent Employees hired after implementation of the Pension Plan shall enroll in the Pension Plan.
164. The Pension Plan contributions shall total a minimum of 12.5% of which the Employer shall contribute 8% and the employee shall contribute a minimum of 4.5%.
165. After implementation of the Pension Plan, the Plan will replace the current Registered Retirement Savings Plan in the Agreement.

### **LEAVES**

166. Employees have access to a number of paid leaves within this bylaw. If the Employee exhausts the number of paid days available in this bylaw to cover a leave for a purpose that is substantially similar to a leave identified within the *Yukon Employment Standards Act*, time off without pay shall be provided up to the amount of days contained in such Act.

### **General Holidays**

167. Employees will receive 14 designated general holidays with pay annually. For each such holiday, Employees will be paid their regular earnings. Employees will receive holiday pay even if the holiday falls on a Saturday, Sunday, or on an Employee's day of rest, the next working day shall serve as the general holiday. The designated general holidays shall be:

New Year's Day	Discovery Day
Heritage Day	Labour Day
Good Friday	National Day for Truth and Reconciliation
Easter Monday	Thanksgiving Day

## **Management and Confidential Exclusion Employment Bylaw 2023-35**

Victoria Day  
National Indigenous Peoples' Day  
Canada Day

Remembrance Day  
Christmas Day  
Boxing Day

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

168. General Holiday pay provisions will prevail where an Employee, employed for a period of six months, is off work due to any circumstances for which compensation under the *Worker's Compensation Act* is receivable.
169. When a general holiday falls within an Employee's scheduled vacation, the Employee will receive one additional day of vacation leave in lieu of each such general holiday.

### **Vacation Leave**

170. Employees who receive pay for at least ten days in a calendar month are entitled to vacation leave in accordance with the following schedule:

Years of Service	Monthly Accrual
1 year and less than 2 years	12.50 hours
2 years and less than 5 years	15.62 hours
5 years and less than 10 years	18.75 hours
10 years and less than 20 years	21.87 hours
20 years and over	25.00 hours

171. Employees are encouraged to use their accrued paid vacation time for rest, relaxation, and personal pursuits.
172. Employees may carry vacation leave credits forward for a maximum of two years. At December 31<sup>st</sup> of each year the Employer will pay Employees all unused accumulated vacation leave credits in excess of the number of days that were accumulated during the two-year period.
173. Vacation leave may not be taken until it has been earned, with the exception that an Employee who has completed at least one year of continuous service may be granted up to one week of vacation leave in advance.
174. The Employer shall make a reasonable effort to grant an Employee the period of vacation leave requested.
175. Upon termination, permanent and probationary Employees shall be paid for all unused accumulated vacation leave, such payment to be calculated by multiplying the daily rate (based on the Employee's current salary) by the number of hours leave outstanding.

### **Non-Occupational Illness or Accident Leave**

176. Upon completion of 90 days of continuous service all permanent employees shall be granted sick leave when the employee must be absent from work by reason of bona



## **Management and Confidential Exclusion Employment Bylaw 2023-35**

- vide non-occupational illness or accident, medical, dental or health professional appointment.
177. In order to qualify for paid time off due to illness, Employees unable to report for scheduled shifts shall notify their immediate supervisor prior to the starting time of the working day or as soon after the beginning of the working day as possible.
  178. On January 1 each year, Employees will be granted ten Illness or Accident Leave days to be used for non-occupational illnesses less than six consecutive business days. The wage indemnity provisions of this bylaw shall govern absences in excess of six consecutive working shifts for all Employees when qualified.
  179. Employees are required to use other accrued leaves pending a decision of qualification for Wage Indemnity. If the claim is approved, accrued leaves for the approved period will be reversed back to the Employee.
  180. The Employer may require an Employee to undergo an independent medical examination or produce additional medical evidence (acceptable to the Employer) to substantiate any period of absence claimed to be illness.
  181. Unused illness or accident leave at the end of the calendar year will not be carried over or paid out.

### **Special Leave**

182. The City of Whitehorse recognises that there may be occasions when employees need to take time off work for reasons that do not necessarily fall under normal leave provisions.
183. Any special leave granted is always on the provision that it is subject to the operational needs of the work area of the particular employee and requires prior permission.
184. The aim of the special leave provisions of this bylaw is to provide a framework that enables employees to request a reasonable period of paid leave when personal circumstances or community commitments occur.
185. It is recognised that it is not possible to cover all circumstances where special leave may be appropriate. For specific examples please refer to the Special Leave Administrative Directive or for exceptional circumstances, please contact the Human Resources department.
186. Employees are expected to use special leave with a view toward responsibly balancing their work and personal requirements.
187. Upon hiring, permanent Employees will be advanced three (3) days Special Leave. Should the Employee leave the Employer prior to 90 days the Special Leave shall be prorated and any amount owing will be recovered from the Employee.
188. Each month, permanent Employees will be credited with .75 additional special leave days for each completed calendar month in which the Employee has received pay for at least an equivalent of two standard work weeks in the calendar month.

## **Management and Confidential Exclusion Employment Bylaw 2023-35**

189. Special leave use is subject to the approval of the Employee's supervisor/ manager who may ask the nature of the leave and the length of the leave required. The supervisor/manager may also ask for proof of the need for the leave.

### **Restrictions**

190. An Employee is not entitled to take special leave while the Employee is on:
- (1) Pre-retirement vacation leave (this is the period of vacation leave often taken prior to retirement);
  - (2) Leave of absence without pay;
  - (3) Suspension; or
  - (4) Long-term disability benefits.
191. Special leave cannot be used to supplement/increase weekly indemnity, vacation, maternity, paternity, adoption, or parental leave.
192. Special leave days have no accrued value other than for authorized paid time off. There is no entitlement to have unused special leave days paid out at any time, including upon termination of employment for any reason. The maximum number of days within the Employee's special leave reserve is limited to 25 days at any given time, and special leave days will not accrue above 25 days at any given time.
193. Definition of family for the purposes of special leave:
- spouse or common-law partner resident with the employee;
  - children (including foster children or children of spouse or common-law partner), stepchildren, son-in-law, daughter-in-law and grandchildren,
  - parents (including step-parents and foster-parents), father-in-law, mother-in-law, step-in-laws and grandparents;
  - brothers and sisters, brothers-in-law and sisters-in-law;
  - aunts, uncles, nieces and nephews;
  - any relative residing in the employee's household or with whom the employee permanently resides.

### **Injury on Duty Leave**

194. Permanent Employees who are injured on the job and have their claim approved by the Workers' Safety Compensation Board (WSCB) shall be granted Injury on Duty Leave with pay for such reasonable period as may be determined by the WSCB.
195. Where such leave is granted, permanent Employees shall assign to the Employer all payment received from the Workers' Safety Compensation Board covering the period of Injury on Duty Leave. Non-permanent Employees on leave due to an approved WSCB claim will receive compensation directly from WSCB.

### **Maternity Leave**

196. An Employee qualifying under the *Yukon Employment Standards Act* shall be entitled to request maternity leave in accordance with the provisions of the *Yukon*

## **Management and Confidential Exclusion Employment Bylaw 2023-35**

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*Employment Standards Act.* The following provisions shall apply only to permanent employees:

- (1) After completion of one year of continuous employment, an employee who:
  - (a) Agrees to return to work for a period of at least six months after the expiry of maternity leave, and
  - (b) Provides the Employer with proof that they have applied for, is entitled to and in receipt of unemployment insurance benefits pursuant to the Employment Insurance Act,shall be paid a maternity leave allowance in accordance with the Supplementary Employment Insurance Benefit (SEIB) Plan.
- (2) An employee under paragraph (1)(a) above shall sign an agreement with the Employer, providing that:
  - (a) they will return to work after the expiry of her maternity leave, unless this date is modified with the Employer's consent; and
  - (b) they will work for a period of at least six months after her return to work.
- (3) Should the employee fail to return to work as per the provisions of subparagraphs (2)(a) and (b) above for reasons other than death, lay-off or disability, the employee agrees that they are indebted to the Employer for the full amount received as maternity leave allowance.
- (4) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Employment Insurance Benefit plan will consist of the following:
  - (a) where the employee is subject to a waiting period of one week before receiving employment insurance maternity benefits, an allowance of 93 percent of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period; and
  - (b) for up to a maximum of 15 weeks, payments equivalent to the difference between the Employment Insurance benefits that the employee received at the actual time of the maternity leave and 93 percent of her weekly rate of pay, less any other monies earned during this period.
  - (c) The duration of the allowance will be reduced by any time spent on short-term disability.
  - (d) Where an employee has received the full 15 weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, they are eligible to receive a further maternity allowance for a period of one week, equivalent to 93 percent of her weekly rate of pay, less any other monies earned during this period.
- (5) The weekly rate of pay referred to in paragraph (4)(d) above shall be:

## **Management and Confidential Exclusion Employment Bylaw 2023-35**

- (a) for a full-time employee, the weekly rate of pay for the classification prescribed in her certificate of appointment to her position to which they are entitled on the day immediately preceding the commencement of her maternity leave;
  - (b) for a part-time employee, the weekly rate of pay for the classification prescribed in her certificate of appointment to her position to which they are entitled on the day immediately preceding the commencement of her maternity leave, multiplied by the fraction obtained by dividing the part-time employee's assigned regular weekly hours of work averaged over the preceding six month period of continuous employment by the regularly scheduled full-time weekly hours of work for the employee's classification;
  - (c) where an employee becomes eligible for a pay increase or an economic adjustment during the SEIB Plan period set out in paragraphs (4)(a) to (d), the employee's weekly rate of pay in subparagraphs (5)(a) and (b) above shall be adjusted accordingly.
- (6) A regular employee who is on lay-off status shall not be entitled to receive any allowance payment under the SEIB Plan pursuant to paragraph (4) above.
  - (7) For the purpose of payments received under the Supplemental Employment Benefit Plan, the Plan shall provide that the employees have no vested right to payment under the plan except to payments during a period of unemployment specified in the plan.
  - (8) An employee's continuous service date will not be advanced by the amount of the maternity leave taken.
197. There shall be no duplication or overlap with the parental leave provisions of this bylaw.

### **Parental Leave**

198. An Employee qualifying under the *Yukon Employment Standards Act* shall be entitled to request parental leave without pay in accordance with the provisions of the *Yukon Employment Standards Act*. There shall be no duplication or overlap with the maternity and adoption leave allowance provisions of this bylaw.
199. In respect of the period of parental leave, parental leave allowance payments made according to the Supplementary Employment Insurance Benefit plan will consist of the following:
- (1) where the employee is subject to a waiting period of one week before receiving employment insurance parental benefits, an allowance of 93e percent of the employee's weekly rate of pay for the waiting period, less any other monies earned during this period. (An employee's continuous service date will not be advanced by the amount of the parental leave taken.

## **Management and Confidential Exclusion Employment Bylaw 2023-35**

### **Compassionate Care Leave**

200. An employee requesting leave of absence for compassionate reasons in accordance with the *Employment Insurance Act* will be given special consideration, and may be required to substantiate the reason before beginning the leave, and where not possible, before returning to work.
201. Where the employee is subject to a waiting period of one week before receiving Employment Insurance compassionate care leave benefits, the Employer will provide an allowance according to the Supplementary Employment Insurance Benefit Plan of 93 percent of his/her weekly rate of pay for the waiting period, less any other monies earned during this period.
202. No employee shall lose seniority, nor will an employee's continuous service date be advanced by the amount of compassionate leave taken.

### **Family Caregiver Leave**

203. An employee requesting leave of absence for critical illness reasons of family in accordance with the *Employment Insurance Act* will be given special consideration, and may be required to substantiate the reason before beginning the leave, and where not possible, before returning to work.
204. Definition of 'family member' as defined in the Employment Insurance Regulations (Canada) includes immediate family and other relatives, as well as other individuals considered to be like family regardless of marriage, common-law partnership, or legal parent-child relationships.
205. Where the employee is subject to a waiting period of one week before receiving Employment Insurance Critical Illness leave benefits, the Employer will provide an allowance according to the Supplementary Employment Insurance Benefit Plan of 93 percent of his/her weekly rate of pay for the waiting period, less any other monies earned during this period.
206. No employee shall lose seniority, nor will an employee's continuous service date be advanced by the amount of critical illness leave taken.

### **Court Leave**

207. Employees summoned to jury duty, subpoenaed as a witness, or attending court proceedings and providing proof shall be granted leave with pay. It is understood that any compensation received in connection with these activities shall be remitted to the Employer.

### **Leave Without Pay**

208. Following guidelines in the administrative directive and under special circumstances where operational efficiency will not be adversely affected, leave without pay may be granted to an Employee. All applications for leave without pay in excess of ten working days are subject to the City Manager's approval.
209. Except where provided otherwise by statute, an Employee who has been granted leave without pay which results in that Employee receiving less than the equivalent of two standard work weeks of pay in any calendar month may be required to prepay

# **Management and Confidential Exclusion Employment Bylaw 2023-35**

the full cost of medical and group insurance plan premiums in order to maintain benefit coverage for the period of leave.

- 210. Except where provided otherwise by statute, Employees who have for any reason been granted leave without pay in excess of thirty calendar days will have their increment date and Continuous Service date advanced by the total amount of leave taken.
- 211. Applications for leave without pay should be submitted at least 31 calendar days in advance of the intended commencement date of the leave if at all possible. The Employee shall receive written notification of the decision within 14 calendar days of the date of application.

## **ALLOWANCES**

### **Health and Wellness Spending Allowance**

- 212. As of January 1, 2023 all permanent Employees will be eligible to receive a health and wellness spending allowance each year to a maximum of \$2,500.00. Any permanent Employee hired after January 1 will receive a pro-rated amount of health and wellness spending allowance, based on the number of months remaining in the fiscal year.
- 213. Submissions must be made by December 31<sup>st</sup> of each year to be eligible.
- 214. The health and wellness spending allowance will be paid to the total amount of submitted receipts for health related spending, for the Employee or any member of the Employee's immediate family subject to approval by the City and any applicable policies or administrative directives.
- 215. Definition of Immediate Family for the purpose of health spending allowance:
  - spouse or common-law partner resident with the employee;
  - dependent children (including foster children or children of spouse or common-law partner).

### **Long Service Bonus**

- 216. Permanent Employees are entitled to the following yearly long service bonus:

5 years and less than 10 years	2% of base salary
10 years and less than 15 years	3% of base salary
15 and more years of service	4% of base salary

- 217. The long service bonus shall become payable in the pay period containing the Employee's continuous service date.
- 218. Employees who are entitled to a long service bonus and who terminate prior to completion of a further full year of continuous service shall be entitled to a long service bonus on a pro rata basis proportional to the completed months of service since their last long service bonus entitlement date.

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### **Retirement Allowance**

219. An Employee who retires from employment at the city in accordance with the relevant administrative directive will receive a retirement allowance in the amount of two weeks' pay for the first completed year of service and one week's pay for each succeeding complete year of employment to a maximum of 28 weeks, less any period in respect of which severance, retirement or resignation allowance was previously granted.

### **Resignation Allowance (non-culpable)**

220. An Employee with a continuous service date before October 1, 2016 who has five or more years of continuous service shall on resignation receive resignation allowance in the amount of two weeks' pay for the first completed year of service and one week's pay for each succeeding complete year of employment to a maximum of 28 weeks, less any period in which the Employee was previously granted severance, retirement or resignation allowance.
221. Employees with a continuous service date on or after October 1, 2016 shall not be eligible for a resignation allowance.

### **Yukon Bonus**

222. Permanent Employees with one or more years of continuous service will receive an annual Yukon Bonus travel benefit in the amount of \$2,900.00. Terminating Employees are entitled to a payment on a pro-rated basis proportional to the number of completed months of service since their last eligibility date.
223. Part time employees who have completed one or more years of continuous service shall be entitled to receive a Yukon Bonus travel benefit on a pro rata basis and be entitled to the Yukon Bonus each subsequent year of continuous service thereafter.
224. Unless the employee provides written direction otherwise to the Employer, the Yukon Bonus travel benefit shall be paid out as a taxed 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.

### **DISCIPLINE, SUSPENSION AND TERMINATION**

225. Termination of employment for the purposes of this bylaw is also deemed to be the revocation of the appointment of the Employee (as applicable). Subject to the terms of this bylaw or any applicable legislation, the discipline, suspension and termination of employment of an Employee shall be governed by the terms of this bylaw.
226. The City may discipline an Employee for any material breach of this bylaw or any other City bylaw or resolution, any material breach of any of the City's policies, procedures, administrative directives and practices, and any other conduct deemed by the City to be inappropriate for an Employee.
227. When imposing discipline on an Employee, the City shall attempt to correct behaviour through the application of progressive discipline. However, it is within the sole discretion of the City to determine the level of discipline appropriate under each

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- circumstance including verbal warnings, written warnings, demotions, suspensions with or without pay and termination of employment.
228. The City may invoke non-disciplinary leaves with or without pay pending the outcome of disciplinary investigations made pursuant to section 230 and such non-disciplinary leaves do not constitute discipline, a suspension or termination/dismissal for the purposes of this section of the Bylaw until a decision to impose discipline or termination is made and communicated to the employee.
229. In addition to any other termination provisions provided for in the Bylaw, the employment relationship between the City and the Employee may be terminated in any of the following manners:
- (1) By written agreement between the City and the Employee.
  - (2) By the Employee, upon providing written notice of resignation to the City equivalent to notice outlined by Employment Standards Act of Yukon. The City may waive such notice in whole or in part and if it does so then the Employee shall be entitled to payment of salary in lieu of any of the remaining notice period, not to exceed the period required under the Employment Standards Act of Yukon.
  - (3) By the Employee retiring pursuant to the retirement allowance provision in this bylaw.
  - (4) By the City, at any time without any notice or pay in lieu of notice, for Cause. "Cause" shall include, but not be limited to:
    - (a) conduct by the Employee that brings or has the potential to bring the City or its representatives into public disrepute or ridicule;
    - (b) unauthorized disclosure of confidential information or documents received or obtained by Employee in the course of employment without the written consent of council;
    - (c) use of such confidential information or documentation for the Employee's benefit or gain;
    - (d) significant or repetitive breaches of the City's bylaws, resolutions, policies, procedures, administrative directives, or practices; and
    - (e) any conduct that would constitute just cause for termination pursuant to the common law governing employment contracts.
230. For Employees other than casual and temporary Employees, the employment relationship may be terminated by the City for any reason at its sole discretion, on a without cause basis, by providing the Employee three months of notice during the first two years of employment plus one additional month of notice for each completed year of employment commencing upon completion of two years of employment, up to a maximum total notice of twelve months.
- (1) The City may at its sole discretion provide notice as written working notice, payment of base salary in lieu of notice, or any equivalent combination of written notice and base salary in lieu of notice.



## **Management and Confidential Exclusion Employment Bylaw 2023-35**

- (2) The City may at its sole discretion provide the payment of base salary in lieu of notice through salary continuance instalments and make such payments conditional on the Employee taking reasonable steps to search for new employment.
    - (a) The City may at its sole discretion cease salary continuance payments upon the Employee obtaining new employment or income.
  - (3) The provision to the Employee of any payment of salary in lieu of notice greater than the minimum notice required by the *Employment Standards Act* is conditional on the Employee providing a signed release from any legal claims against the City and confidentiality agreement about the affairs of the City in a form satisfactory to the City.
231. The employment of Temporary Employees will terminate at the end of the fixed term established by the City for the Temporary Employee unless terminated earlier by the City providing the minimum notice or pay in lieu of notice required by the *Employment Standards Act* (if any).
232. Unless otherwise agreed to in writing by the City, there is no obligation to provide any amount of work to Casual Employees, continue their employment for any period of time or provide any notice of termination of employment or pay in lieu of notice, unless otherwise required by the *Employment Standards Act* and then only the minimum entitlement will be provided.
233. Where notice is required pursuant to this bylaw and any applicable laws, all of the City's obligations related to the employment of an Employee and this bylaw are fully discharged and the rights of the Employee fully and fairly satisfied upon the City providing the greater of the notice or pay in lieu of notice pursuant to this section and the minimum entitlement pursuant to the *Employment Standards Act*. All notice pursuant to this section is inclusive of the entitlements pursuant to the *Employment Standards Act*.
234. If the employment relationship is terminated in accordance with this section then all remuneration and benefits shall cease immediately upon the effective date of termination unless expressly stated otherwise in this bylaw, agreed to in writing by the City or required by the *Employment Standards Act*, and the Employee shall have no further legal claim of any kind against the City arising out of the termination of employment or arising out of this bylaw.

### **GENERAL PROVISIONS**

235. Employees required by the Employer to complete a driver's examination during their regular work schedule will be paid for their time at the applicable rate of pay.
236. If, in the opinion of the Employer, a medical examination of an Employee is required, the Employee will be paid for the time spent with the doctor and the cost of the examination shall be borne by the City.
237. Any Employee suffering injury while on the job must report immediately, or as soon as practicable, to the Supervisor, his replacement or the nearest medical officer.

# Management and Confidential Exclusion Employment Bylaw 2023-35

- 238. Conflict of interest rules as set out in Council's Employee Code of Conduct Policy will apply to all Employees.
- 239. The City Manager may choose to grant to an Employee additional discretionary benefits over and above those described by this bylaw, if they, further to consultation with Human Resources, is satisfied that special circumstances warrant such a decision.
- 240. To encourage use of public transit and the Canada Games Centre, the Employer shall reimburse 50% of the cost of a pass on the city operated public transit system and 50 percent of the cost for an Employee to purchase a membership pass (single or family) for the Canada Games Centre. For the purposes of this section, family means an Employee's spouse and children living in the Employee's residence.

## **BYLAW REPEAL**

- 241. Bylaw 2020-33, including all amendments thereto, is hereby repealed.

## **APPLICATION AND DURATION**

- 242. This bylaw shall be deemed to have been in full force and effect on and from January 1, 2023.
- 243. This bylaw is subject to amendment by Council from time to time.
- 244. It is intended that this bylaw will be brought forward for amendment prior to December 31, 2025.
- 245. The following economic increases for Management and Confidential Exclusion employees shall be effective as indicated in the salary schedules included hereto as Schedule "A" and "B" and forming part of this bylaw:

<u>Increase Effective Date</u>	<u>Percentage</u>
January 1, 2023	4.5%
January 1, 2024	3%
January 1, 2025	3%

**FIRST and SECOND READING:**

November 27, 2023

**THIRD READING and ADOPTION:**

December 11, 2023

  
\_\_\_\_\_  
Laura Cabott, Mayor

  
\_\_\_\_\_  
Corporate Services



## **Management and Confidential Exclusion Employment Bylaw 2023-35**

### **SCHEDULE "B"**

<b>Confidential Exclusion Employees</b>		
Administrative Assistant, Human Resources	247	9
Assistant, City Clerk	005	12
Specialist, Benefits and Disability Management	286	15
Coordinator, Communications	245	11
Specialist, Communications	181	12
Executive Assistant, Corporate Services	232	11
Executive Assistant, Mayor and City Manager	080	11
Coordinator, Human Resources	059	10
Generalist, Human Resources	240	13
Specialist, Labour Relations	285	15
Specialist, Occupational Health and Safety	107	14
Specialist, Training and Education	304	15

## Management and Confidential Exclusion Employment Bylaw 2023-35

Effective January 1, 2023 to December 31, 2023					
Increase of 4.5%		37.5 Hours per week			
		Step 1	Step 2	Step 3	Step 4
Range 7	Hourly	\$31.57	\$33.43	\$35.29	\$37.13
	Annual	\$61,768.79	\$65,408.26	\$69,047.73	\$72,646.31
Range 8	Hourly	\$33.04	\$34.99	\$36.95	\$38.89
	Annual	\$64,651.74	\$68,454.78	\$72,298.72	\$76,101.76
Range 9	Hourly	\$34.61	\$36.63	\$38.67	\$40.70
	Annual	\$67,718.71	\$71,664.88	\$75,651.94	\$79,639.00
Range 10	Hourly	\$36.37	\$38.50	\$40.64	\$42.76
	Annual	\$71,153.72	\$75,324.80	\$79,516.32	\$83,666.96
Range 11	Hourly	\$38.42	\$40.66	\$42.92	\$45.19
	Annual	\$75,181.67	\$79,557.21	\$83,973.65	\$88,410.54
Range 12	Hourly	\$40.68	\$43.09	\$45.46	\$47.86
	Annual	\$79,598.11	\$84,300.80	\$88,942.14	\$93,644.83
Range 13	Hourly	\$43.14	\$45.68	\$48.21	\$50.75
	Annual	\$84,403.03	\$89,371.52	\$94,319.57	\$99,288.06
Range 14	Hourly	\$45.92	\$48.60	\$51.33	\$54.01
	Annual	\$89,841.79	\$95,096.53	\$100,433.06	\$105,667.36
Range 15	Hourly	\$49.06	\$51.93	\$54.81	\$57.70
	Annual	\$95,996.18	\$101,598.51	\$107,241.74	\$112,905.41

## Management and Confidential Exclusion Employment Bylaw 2023-35

Effective January 1, 2024 to December 31, 2024					
Increase of 3%		37.5 Hours per week			
		Step 1	Step 2	Step 3	Step 4
Range 7	Hourly	\$32.52	\$34.43	\$36.35	\$38.24
	Annual	\$63,621.85	\$67,370.51	\$71,119.16	\$74,825.70
Range 8	Hourly	\$34.05	\$36.04	\$38.06	\$40.06
	Annual	\$66,622.23	\$70,508.43	\$74,467.68	\$78,384.81
Range 9	Hourly	\$35.65	\$37.73	\$39.82	\$41.92
	Annual	\$69,750.27	\$73,814.82	\$77,921.50	\$82,028.17
Range 10	Hourly	\$37.46	\$39.65	\$41.86	\$44.04
	Annual	\$73,288.33	\$77,584.54	\$81,901.81	\$86,176.96
Range 11	Hourly	\$39.58	\$41.88	\$44.21	\$46.54
	Annual	\$77,437.12	\$81,943.93	\$86,492.86	\$91,062.85
Range 12	Hourly	\$41.90	\$44.38	\$46.82	\$49.30
	Annual	\$81,986.05	\$86,829.82	\$91,610.41	\$96,454.18
Range 13	Hourly	\$44.43	\$47.05	\$49.65	\$52.27
	Annual	\$86,935.12	\$92,052.67	\$97,149.15	\$102,266.70
Range 14	Hourly	\$47.29	\$50.06	\$52.87	\$55.63
	Annual	\$92,537.04	\$97,949.43	\$103,446.05	\$108,837.38
Range 15	Hourly	\$50.53	\$53.48	\$56.45	\$59.44
	Annual	\$98,876.06	\$104,646.46	\$110,458.99	\$116,292.57

## Management and Confidential Exclusion Employment Bylaw 2023-35

Effective January 1, 2025 to December 31, 2025					
Increase of 3%		37.5 Hours per week			
		Step 1	Step 2	Step 3	Step 4
Range 7	Hourly	\$33.49	\$35.47	\$37.44	\$39.39
	Annual	\$65,530.50	\$69,391.62	\$73,252.74	\$77,070.47
Range 8	Hourly	\$35.07	\$37.12	\$39.20	\$41.26
	Annual	\$68,620.90	\$72,623.68	\$76,701.71	\$80,736.36
Range 9	Hourly	\$36.72	\$38.86	\$41.02	\$43.18
	Annual	\$71,842.78	\$76,029.27	\$80,259.14	\$84,489.02
Range 10	Hourly	\$38.58	\$40.84	\$43.12	\$45.37
	Annual	\$75,486.98	\$79,912.08	\$84,358.87	\$88,762.27
Range 11	Hourly	\$40.76	\$43.14	\$45.53	\$47.94
	Annual	\$79,760.23	\$84,402.25	\$89,087.65	\$93,794.74
Range 12	Hourly	\$43.16	\$45.71	\$48.23	\$50.78
	Annual	\$84,445.63	\$89,434.71	\$94,358.72	\$99,347.80
Range 13	Hourly	\$45.76	\$48.46	\$51.14	\$53.84
	Annual	\$89,543.17	\$94,814.25	\$100,063.63	\$105,334.70
Range 14	Hourly	\$48.71	\$51.56	\$54.46	\$57.29
	Annual	\$95,313.15	\$100,887.91	\$106,549.43	\$112,102.50
Range 15	Hourly	\$52.05	\$55.09	\$58.15	\$61.22
	Annual	\$101,842.34	\$107,785.86	\$113,772.76	\$119,781.35

# **Management and Confidential Exclusion Employment Bylaw 2023-35**

## **ATTACHMENT "A"**

### **CASUAL, PART-TIME, AND TEMPORARY EMPLOYEES**

#### **Casual Employees**

Casual Employees are excluded from all provisions of this bylaw, except as specifically provided for as follows:

##### **General Holidays**

A Casual Employee will receive general holiday pay as set out in this bylaw provided they have worked five shifts prior to the general holiday and subject to the calculations of *Yukon Employment Standards Act*.

##### **Annual Vacation**

A Casual Employee will receive vacation pay at the rate of 4% of gross earnings at each pay period consistent with the terms and conditions within the *Yukon Employment Standards Act*.

#### **Part Time Employees**

Part time Employees will be pro-rated on full-time equivalency.

##### **Overtime**

Part-time employees are not eligible for overtime until their extra hours of work bring their total work hours to 37.5 hours for the week or their daily work hours exceed seven hours and one half.

##### **General Holidays**

Part-time employees shall be compensated for general holidays by establishing the average regular hours worked and number of paid leave hours taken by the employee in the previous 10 days of work prior to the general holiday.

#### **Temporary Employees**

Temporary Employees are excluded from all provisions of this bylaw, except as specifically provided for as follows:

##### **General Holidays**

A Temporary Employee will receive general holiday pay as set out in this bylaw provided they have worked a minimum of five shifts prior to the general holiday.

##### **Pay in Lieu of Benefits**

A Temporary Employee will receive 12% of pay in lieu of benefits including 4% vacation pay each pay period effective upon the date of passage of this bylaw.

**Management and Confidential Exclusion Employment Bylaw 2023-35**

**ATTACHMENT "B"**

**ACKNOWLEDGEMENT 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

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

\_\_\_\_\_  
**Manager, Human Resources**