

**CITY OF WHITEHORSE**  
**REGULAR Council Meeting #2020-20**

**DATE:** September 28, 2020  
**TIME:** 5:30 p.m.

**Mayor** Dan Curtis  
**Deputy Mayor** Jan Stick  
**Reserve Deputy Mayor** Dan Boyd

**AGENDA**

**CALL TO ORDER** 5:30 p.m.

**AGENDA** Adoption

**PROCLAMATIONS** United Way Month – October  
Yukon Sisters in Spirit Vigil & Red Dress Campaign – October 2  
Fire Prevention Week – October 4 to 10

**MINUTES** Regular Council Meeting #2020-19 dated September 14, 2020

**DELEGATIONS**

**PUBLIC HEARING**

**STANDING COMMITTEE REPORTS**

**City Planning Committee** – *Councillors Stick and Hartland*

Land Sale and Transfer – 75 Ortona Avenue Lot Enlargement  
Land Sale and Transfer – Mount Sima Road Lot Enlargements

**City Operations Committee** – *Councillors Hartland and Cabott*

**Community Services Committee** – *Councillors Curteanu and Boyd*

Contract Award – Canada Games Centre Accessible Playground

**Public Health and Safety Committee** – *Councillors Roddick and Stick*

**Development Services Committee** – *Councillors Boyd and Curteanu*

**Corporate Services Committee** – *Councillors Cabott and Roddick*

2<sup>nd</sup> Quarter Capital Variance Report

2<sup>nd</sup> Quarter Operating Variance Report – For Information only

Fees and Charges Amendment (3<sup>rd</sup> Quarter Changes)

Urban Electrification Local Improvement (3 Strawberry Lane) – For Information Only

Contract Award – Group Benefits Program

Council Remuneration Bylaw (2021 to 2024 Term)

**NEW AND UNFINISHED BUSINESS** Notice of Motion – Councillor Hartland

**BYLAWS**

2020-24 – Amend City Manager Bylaw 3<sup>rd</sup> Reading

2020-30 – Management and Confidential Exclusion Bylaw 3<sup>rd</sup> Reading

2020-27 – Council Remuneration (2021 to 2024 Term) 1<sup>st</sup> & 2<sup>nd</sup> Reading

2020-28 – Land Sale and Transfer (75 Ortona Lot Enlargement) 1<sup>st</sup> & 2<sup>nd</sup> Reading

2020-29 – Land Sale and Transfer (Mount Sima Lot Enlargements) 1<sup>st</sup> & 2<sup>nd</sup> Reading

2020-32 – Fees and Charges Amendment (3<sup>rd</sup> Quarter Changes) 1<sup>st</sup> & 2<sup>nd</sup> Reading

**ADJOURNMENT**



## **PROCLAMATION**

### **UNITED WAY MONTH**

**October 2020**

WHEREAS it takes every part of the community – individuals, businesses, governments and organizations – to supply the passion, expertise and resources needed to create lasting change that improves lives and builds stronger communities; and

WHEREAS the United Way advances the common good by creating opportunities for a better life for everyone, providing leadership and promoting volunteerism in all segments of the community, and providing funding for local programs that help improve our quality of life; and

WHEREAS the United Way kicks off its annual campaign every October in order to support these efforts;

NOW THEREFORE I, Mayor Dan Curtis, do hereby proclaim October 2020 to be ***United Way Month*** in the City of Whitehorse.

Dan Curtis  
Mayor



## PROCLAMATION

### YUKON SISTERS IN SPIRIT VIGIL AND RED DRESS CAMPAIGN

October 2, 2020

WHEREAS for over 40 years the Yukon Aboriginal Women's Council has advocated for the rights of aboriginal women, girls and gender diverse people in Yukon and northern BC; and

WHEREAS the annual Yukon Sisters in Spirit Event highlights the ongoing issue of violence towards Indigenous women, girls and gender diverse people, and also honours victims and families of Missing and Murdered Indigenous Women and Girls; and

WHEREAS the Red Dress Campaign is a public art installation to honour the Missing and Murdered Indigenous Women and Girls by hanging empty red dresses in a range of environments; and

WHEREAS Yukon has 42 missing and murdered women and girls, and hanging 42 empty Red Dresses will mark the absence of these women so we can't forget that they are gone;

NOW THEREFORE, I, Mayor Dan Curtis, do hereby proclaim October 2, 2020 to be ***Yukon Sisters in Spirit Vigil and Red Dress Campaign Day*** in the City of Whitehorse.

Dan Curtis  
Mayor



**PROCLAMATION**  
**FIRE PREVENTION WEEK**  
**October 6 – 10, 2020**

WHEREAS Fire Prevention Week is a national initiative designed to raise awareness regarding fire safety; and

WHEREAS this year's theme is "Serve up Fire Safety in the Kitchen"; and

WHEREAS cooking remains one of the leading causes of home fires and home fire injuries; and

WHEREAS Fire Prevention Week aims to educate people about the simple but important things they can do to keep themselves and those around them safe in their kitchens and homes;

NOW THEREFORE, I, Mayor Dan Curtis, do hereby proclaim October 4 to 10, 2020 to be ***Fire Prevention Week*** in the City of Whitehorse.

Dan Curtis  
Mayor

MINUTES of **REGULAR** Meeting #2020-19 of the council of the City of Whitehorse called for 5:30 p.m. on Monday, September 14, 2020, in Council Chambers, City Hall.

PRESENT: Mayor Dan Curtis  
Councillors Dan Boyd – Electronic Participation  
Laura Cabott  
Jocelyn Curteanu  
Samson Hartland  
Stephen Roddick  
Jan Stick

ALSO PRESENT: City Manager Linda Rapp  
Director of Community and Recreation Services Jeff O’Farrell  
Acting Director of Corporate Services Jason Everett  
Director of Development Services Mike Gau  
Acting Director of Human Resources Lindsay Schneider  
Director of Infrastructure and Operations Peter O’Blenes  
Manager of Legislative Services Catherine Constable

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

**CALL TO ORDER**

**2020-19-01**

It was duly moved and seconded  
THAT the agenda be adopted as amended with the change being the  
addition of a delegate submission from Rick Karp with respect to the  
Commercial and Industrial Land Study.

**AGENDA**

Carried Unanimously

**2020-19-02**

It was duly moved and seconded  
THAT the minutes of the regular council meeting dated August 10, 2020  
be adopted as presented.

**MINUTES**

August 10, 2020

Carried Unanimously

**DELEGATE SUBMISSIONS**

A submission from Rick Karp dated September 14, 2020 was read into the record. Mr. Karp suggested that the City should engage with the Yukon government and act now in order to meet the current shortfall in demand for commercial/industrial properties. He stated that the City has to have the capacity to welcome and support investment in the commercial and industrial sectors, and that the business community must be able to stay competitive, and be able to expand in order to meet increasing demand and service opportunities.

RICK KARP  
Commercial/Industrial  
Land Study

**COMMITTEE REPORTS**

**City Planning Committee**

In 2018, a consulting team was hired to prepare the Commercial and Industrial Land Study. The study is now complete and is available online. Having an adequate supply of commercial and industrial land available within Whitehorse is important for supporting the Whitehorse and Yukon economies. An initial step in the supply chain is for the City to designate a sufficient amount of commercial and industrial lands in the upcoming Official Community Plan. The study identifies a current shortage of these lands and forecasts a need for approximately 87 hectares over the next ten years and approximately 120 hectares over the next 20 years.

Several potential land supply strategies are explored in the study, with descriptions of the various advantages and disadvantages of each, and factors that would influence timing, costs, and lot yield. An aggressive infill strategy could meet much of the projected 2030 demand. Multiple strategies will need to be pursued to satisfy full demand over the longer term. The study’s analysis is high-level, and the City will need to undertake further studies for site specific geo-technical assessment of potential development areas.

COMMERCIAL AND  
INDUSTRIAL LAND  
STUDY  
For Information Only

The study includes recommendations for updating and improving land supply processes that will require intergovernmental collaboration to implement. The recommendations of the study will be used by administration to draft policies and create new land designations in the upcoming first draft of the Whitehorse 2040 Official Community Plan.

Council members discussed the need for action to address the current shortfall since many of the recommendations will take considerable time to be developed. Administration advised that the City is currently in discussions with the Yukon government to bring public land forward for commercial/industrial development, and that the Kwanlin Dün First Nation and a private developer both have commercial/industrial subdivisions under development. A council member suggested that administration bring some actions forward to capital budget discussions.

Discussion

**2020-19-03**

It was duly moved and seconded  
THAT administration be directed to bring forward to capital budget discussions options to advance commercial and industrial land development opportunities further to the Commercial and Industrial Land Study.

BRING OPTIONS TO  
BUDGET DISCUSSIONS  
RE: COMMERCIAL-  
INDUSTRIAL LAND

Carried Unanimously



**City Operations Committee**

The Committee Chairperson explained his reasons for wearing a face mask to the meeting, and noted that his experience in doing so has provided insight into the difficulties of wearing a mask on an on-going basis. He expressed support and gratitude for the efforts of essential workers during the COVID-19 pandemic.

COVID-19 Issues  
For Information Only

**Community Services Committee**

There was no report from the Community Services Committee.

No Report

**Public Health and Safety Committee**

**2020-19-07**

It was duly moved and seconded  
THAT Administration be authorized to set the weighting for local content at zero points in the request for proposals for consulting services for the Fire Services Review.

LOCAL CONTENT  
WEIGHTING FOR  
FIRE SERVICES REVIEW  
REQUEST FOR  
PROPOSALS

Carried Unanimously

**2020-19-08**

It was duly moved and seconded  
THAT Administration be authorized to set the weighting for local content at 15 points in the request for proposals for consulting services for the Parking Meter Technology project.

LOCAL CONTENT  
WEIGHTING FOR  
PARKING METER  
TECHNOLOGY REQUEST  
FOR PROPOSALS

Carried Unanimously

**Development Services Committee**

There was no report from the Development Services Committee.

No Report

**Corporate Services Committee**

**2020-19-09**

It was duly moved and seconded  
THAT Bylaw 2020-30, a bylaw to provide for the terms and conditions of employment for management and confidential exclusion employees for the period January 1, 2019 to December 31, 2022, be brought forward for consideration under the bylaw process.

BRING FORWARD  
EMPLOYMENT BYLAW  
FOR MANAGEMENT AND  
CONFIDENTIAL  
EXCLUSION EMPLOYEES

Carried Unanimously

**2020-19-10**

It was duly moved and seconded  
THAT the 2020-2023 capital expenditure program be amended by increasing the 2020 Hillcrest Water Supply project in the amount of \$265,000, not including GST, funded from the capital reserve to cover the additional costs until an amended Gas Tax Transfer Payment Agreement is received.

BUDGET AMENDMENT  
HILLCREST WATER  
SUPPLY PROJECT

Carried Unanimously

**2020-19-11**

It was duly moved and seconded  
THAT Bylaw 2020-24, a bylaw to amend the City Manager Bylaw with respect to the performance review process, be brought forward for consideration under the bylaw process.

BRING FORWARD  
BYLAW TO AMEND THE  
CITY MANAGER BYLAW  
(Performance Review)

Carried Unanimously

**BYLAWS**

**2020-19-12**

It was duly moved and seconded  
THAT Bylaw 2020-10, a bylaw to amend the Official Community Plan designation of a portion of the Tank Farm site from Residential–Urban to Mixed-Use–Industrial/ Commercial, be given second reading.

**BYLAW 2020-10**  
OCP AMENDMENT  
Tank Farm Phase 1  
SECOND READING

Carried Unanimously

Council members noted that there are still many steps to be followed before any development can occur. The designation fits with adjacent uses and also provides additional commercial/industrial land.

Discussion

**2020-19-13**

It was duly moved and seconded  
THAT Bylaw 2020-25, a bylaw to amend the zoning at 39 – 14<sup>th</sup> Avenue in Porter Creek to allow a living suite as a secondary use, be given second reading.

**BYLAW 2020-25**  
ZONING AMENDMENT  
39 – 14<sup>th</sup> Avenue  
SECOND READING

Defeated (1 – 6)

Council members noted that a proposal to expand the uses in this zone was turned down only a few years ago. The zoning in this area was designed to support larger houses and low density, and the proponents were aware of the restrictive nature of the zoning when they acquired the property. It was noted that the City offers a wide variety of housing types and this is one of the options available.

Discussion

IN FAVOUR      Councillor Roddick  
OPPOSED        Mayor Curtis, Councillors Boyd, Cabott, Curteanu,  
                         Hartland and Stick

Recorded Vote

**2020-19-14**

It was duly moved and seconded  
THAT Bylaw 2020-24, a bylaw to amend the City Manager Bylaw to  
add a performance review process, be given first reading.

Carried Unanimously

**BYLAW 2020-24**

AMEND CITY MANAGER  
BYLAW (Performance  
Review Process)

FIRST READING

**2020-19-15**

It was duly moved and seconded  
THAT Bylaw 2020-24 be given second reading.

Carried Unanimously

SECOND READING

**2020-19-16**

It was duly moved and seconded  
THAT Bylaw 2020-30, a bylaw to provide for terms and conditions of  
employment for management and confidential exclusion employees, be  
given first reading.

Carried Unanimously

**BYLAW 2020-30**

EMPLOYMENT BYLAW  
(Management/Confidential  
Exclusion Employees)

FIRST READING

**2020-19-17**

It was duly moved and seconded  
THAT Bylaw 2020-30 be given second reading.

Carried Unanimously

SECOND READING

There being no further business, the meeting adjourned at 7:40 p.m.

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**ADJOURNMENT**



## Minutes of the meeting of the City Planning Committee

<b>Date</b>	September 21, 2020	2020-20
<b>Location</b>	Council Chambers, City Hall	
<b>Committee Members Present</b>	Councillor Jan Stick – Chair Councillor Samson Hartland – Vice Chair Mayor Dan Curtis Councillor Dan Boyd – Electronic Participation Councillor Laura Cabott Councillor Jocelyn Curteanu Councillor Stephen Roddick	
<b>Staff Present</b>	Linda Rapp, City Manager Jeff O’Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mike Gau, Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Lindsay Schneider, Acting Director of Human Resources Catherine Constable, Manager of Legislative Services Patrick Ross, Manager of Land and Building Services	

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

### **1. Land Sale and Transfer – 75 Ortona Avenue Lot Enlargement**

The owner of 75 Ortona Avenue wishes to enlarge the property by purchasing a parcel of vacant City land that separates the property from Carpiquet Road and the laneway. The larger lot size will increase the development potential of the lot and allow for the construction of a garden suite.

The proposed lot enlargement area will be purchased at fair market value in accordance with the City’s Land Disposition Policy. All costs associated with the appraisal, land survey, legal fees and consolidation will be the responsibility of the property owner.

If Council approves the sale of the enlargement parcel, administration will proceed with the sale, consolidation and easement agreement processes, and transfer the enlargement area in accordance with the terms of the Land Sale Agreement between the applicant and the City.

**The recommendation of the City Planning Committee is**

THAT Bylaw 2020-28, a bylaw to authorize the sale of a parcel of vacant City land to allow for a lot enlargement at 75 Ortona Avenue in the Takhini North neighbourhood, be brought forward for consideration under the bylaw process.

**2. Land Sale and Transfer – Mount Sima Road Lot Enlargements**

Earlier this year Council approved a zoning amendment to allow for the expansion of three industrial lots on Mount Sima Road. The property owners have indicated a desire to purchase additional parcels in order to enlarge their properties, and all have signed land sale agreements with the City.

The lot enlargement areas will be purchased at fair market value in accordance with the City's Land Disposition Policy. All costs associated with the appraisal, land survey, legal fees, subdivision and consolidation will be the responsibility of the property owners.

If Council approves the sale of the enlargement parcels, administration will proceed with the land disposition process, including the required administrative subdivision approval to create the new lots, followed by transfer of the enlargement areas in accordance with the terms of the land sale agreements between the applicants and the City.

**The recommendation of the City Planning Committee is**

THAT Bylaw 2020-29, a bylaw to authorize the sale and transfer of three parcels of land in the Mount Sima Industrial Subdivision to allow for the enlargement of three lots on Mount Sima Road, be brought forward for consideration under the bylaw process.

**3. Yukon Government Clean Future Strategy – For Information Only**

A Committee member noted that the Yukon government has released their "Clean Future" Strategy and asked if the City is able to release any of the analysis documents prepared for the Climate Change workshop. Administration advised that the analysis has not been compiled into a public report and the data is being used to inform upcoming budget submissions. It was noted that a corporate emissions report is expected to be released in the near future.



## Minutes of the meeting of the City Operations Committee

<b>Date</b>	September 21, 2020	2020-20
<b>Location</b>	Council Chambers, City Hall	
<b>Committee Members Present</b>	Councillor Samson Hartland – Chair Councillor Laura Cabott – Vice Chair Mayor Dan Curtis Councillor Dan Boyd – Electronic Participation Councillor Jocelyn Curteanu Councillor Stephen Roddick Councillor Jan Stick	
<b>Staff Present</b>	Linda Rapp, City Manager Jeff O'Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mike Gau, Director of Development Services Peter O'Blenes, Director of Infrastructure and Operations Lindsay Schneider, Acting Director of Human Resources Catherine Constable, Manager of Legislative Services	

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Your Worship, there is no report from the City Operations Committee.



## Minutes of the meeting of the Community Services Committee

<b>Date</b>	September 21, 2020	2020-20
<b>Location</b>	Council Chambers, City Hall	
<b>Committee Members Present</b>	Councillor Jocelyn Curteanu – Chair Mayor Dan Curtis Councillor Dan Boyd – Electronic Participation Councillor Laura Cabott Councillor Samson Hartland Councillor Stephen Roddick Councillor Jan Stick	
<b>Staff Present</b>	Linda Rapp, City Manager Jeff O’Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mike Gau, Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Lindsay Schneider, Acting Director of Human Resources Catherine Constable, Manager of Legislative Services Karen Zaidan, Acting Manager of Recreation and Facility Services	

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

### **1. Contract Award – CGC Accessible Playground**

The 2020 to 2023 capital expenditure program includes funds for the design, supply and installation of an accessible playground that will be located in the plinth area in front of the Canada Games Centre. Three compliant submissions were received in response to the request for proposals issued. The highest scoring proposal was submitted by a local company and is within budget. This project is funded by Gas Tax.

### **The recommendation of the Community Services Committee is**

THAT administration be authorized to award the contract for the design, supply and installation of an accessible playground at the Canada Games Centre to Play Systems North in the amount of \$199,500, not including GST.

**2. Update on the Jumpstart Playground – For Information Only**

In response to a question raised, administration advised that the Jumpstart Playground project was delayed due to the COVID-19 pandemic. Plans are being developed for proceeding with the project in 2021 and an update is anticipated later this fall.

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## Minutes of the meeting of the Public Health and Safety Committee

<b>Date</b>	September 21, 2020	2020-20
<b>Location</b>	Council Chambers, City Hall	
<b>Committee Members Present</b>	Councillor Stephen Roddick – Chair Councillor Jan Stick – Vice Chair Mayor Dan Curtis Councillor Dan Boyd – Electronic Participation Councillor Laura Cabott Councillor Jocelyn Curteanu Councillor Samson Hartland	
<b>Staff Present</b>	Linda Rapp, City Manager Jeff O'Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mike Gau, Director of Development Services Peter O'Blenes, Director of Infrastructure and Operations Lindsay Schneider, Acting Director of Human Resources Catherine Constable, Manager of Legislative Services	

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Your Worship, there is no report from the Public Health and Safety Committee.



## Minutes of the meeting of the Development Services Committee

<b>Date</b>	September 21, 2020	2020-20
<b>Location</b>	Council Chambers, City Hall	
<b>Committee Members Present</b>	Councillor Jocelyn Curteanu – Chair Mayor Dan Curtis Councillor Dan Boyd – Electronic Participation Councillor Laura Cabott Councillor Samson Hartland Councillor Stephen Roddick Councillor Jan Stick	
<b>Staff Present</b>	Linda Rapp, City Manager Jeff O'Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mike Gau, Director of Development Services Peter O'Blenes, Director of Infrastructure and Operations Lindsay Schneider, Acting Director of Human Resources Catherine Constable, Manager of Legislative Services	

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



## Minutes of the meeting of the Corporate Services Committee

<b>Date</b>	September 21, 2020	2020-20
<b>Location</b>	Council Chambers, City Hall	
<b>Committee Members Present</b>	Councillor Laura Cabott – Chair Councillor Stephen Roddick – Vice-Chair Mayor Dan Curtis Councillor Dan Boyd – Electronic Participation Councillor Jocelyn Curteanu Councillor Samson Hartland Councillor Jan Stick	
<b>Staff Present</b>	Linda Rapp, City Manager Jeff O’Farrell, Director of Community and Recreation Services Valerie Braga, Director of Corporate Services Mike Gau, Director of Development Services Peter O’Blenes, Director of Infrastructure and Operations Lindsay Schneider, Acting Director of Human Resources Brittany Dixon, Acting Manager of Financial Services Catherine Constable, Manager of Legislative Services	

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

### 1. **Second Quarter Capital Variance Report**

As part of second quarter variance reporting, department managers are required to review their capital budget projections. Although there have been some delays due to COVID-19 restrictions and contractor availability, many projects are proceeding as planned and a few have been successfully completed under budget. A budget amendment is required in order to reduce the 2020 capital budget by \$28,354 with most of the funds returning to reserves.

### **The recommendation of the Corporate Services Committee is**

THAT amendments totalling \$28,354 be authorized to reduce the 2020 to 2023 capital expenditure program.

**2. Second Quarter Operating Variance Report – For Information Only**

Financial Services has reviewed operating budget projections submitted by department managers and is providing a forecast of operating results to the end of the 2020 fiscal year, including the anticipated financial impact of COVID-19. The second quarter variance projection shows that total operating revenues are expected to be under budget by \$1,908,331 and expenses will be under budget by \$1,395,613. Therefore, projections to December 31, 2020 as compared to the revised budget indicate an operating deficit of \$512,718.

Overall department spending is controlled. Based on the total operating budget, the second quarter negative variance of \$512,718 is well within 1% of the City's total operating budget.

In response to questions raised, administration advised that the projections are to the end of the year, but that may change if the Chief Medical Officer of Health issues new guidelines. The City has no information as yet regarding the availability of federal funding for municipalities related to COVID-19.

**3. Fees and Charges Amendment – 3<sup>rd</sup> Quarter Changes**

As part of the annual budget process, Financial Services conducts a quarterly review of the Fees and Charges Bylaw and compiles a list of suggested additions and amendments as submitted by the management group. Third quarter changes are recommended that include amendments to descriptions to add clarity, and the increase of certain fees with respect False Alarm responses by the Fire Department.

**The recommendation of the Corporate Services Committee is**

THAT Bylaw 2020-20, a bylaw to amend the Fees and Charges Bylaw in accordance with a quarterly review, be brought forward for consideration under the bylaw process; and

THAT the 2020 to 2022 operating and maintenance budgets be increased upon adoption of Bylaw 2020-20 in the amount of \$3,500 for 2020, \$4,667 for 2021, and \$4,667 for 2022, offset by transfers to the General Reserve for the additional revenue.

**4. Urban Electrification – 3 Strawberry Lane – For Information Only**

In 1989 the City began assisting with the cost of electrifying urban property by financing the work and charging the cost back to the property as a local improvement charge. In order to have an application approved the applicant must have title to the property, current taxes must be paid in full, and the cost of the work must not exceed 75% of the assessed value of the property. The owners of the property located at 3 Strawberry Lane in the Hidden Valley subdivision have met all the conditions of the urban electrification program. A bylaw is required to provide for a work of local improvement.

After this application was presented at Standing Committee, the proponents came to an agreement with ATCO Electric Yukon and withdrew their application for City assistance.

**5. Contract Award – Group Benefits Program**

Five compliant proposals were received in response to a request for proposals issued for an employee benefits program. All proposals were evaluated on six technical criteria, and those that scored at least 80% on these criteria were then evaluated based on interviews. Two proposals did not meet the minimum technical threshold and did not proceed to interviews. The highest scoring proposal has been endorsed by the benefits review committee.

The proposed date for implementation is January 1, 2021, but that date may be changed in order to ensure a smooth transition to the new provider.

**The recommendation of the Corporate Services Committee is**

THAT administration be authorized to award the contract for the provision of employee group benefits to Manulife for a net cost to the City of approximately \$6,683,130, GST exempt.

**6. Council Remuneration – 2021 to 2024 Term of Office**

The current Council Remuneration bylaw requires council to establish the types, rates and conditions of payments for the next term of council before the current council begins the final 12 months of their term of office.

Major adjustments to base salaries were made in 2018, including the provision for an annual increment based on the average annual Consumer Price Index for Whitehorse from two years previous. The proposed bylaw continues the practice for annual adjustments and in all other respects contains the terms and conditions that were put in place by the current bylaw.

During discussion of the proposed bylaw, it was suggested that the base salary adjustment for the current council, scheduled for January 1, 2021, be waived. A suggestion was made that the current council address the salaries for the 2024 to 2027 term of office. It was also suggested that the date for annual cost of living adjustments be moved from January 1<sup>st</sup> to coincide with the anniversary date on which council members are elected.

**The recommendation of the Corporate Services Committee is**

THAT Bylaw 2020-27, a bylaw to provide for remuneration for the mayor and councillors for the 2021 to 2024 term of office, be brought forward for consideration under the bylaw process.

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## **NOTICE OF MOTION**

September 28, 2020

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TAKE NOTICE that I, Councillor Samson Hartland, will bring forward at the next regular meeting of Council on October 13, 2020 a motion that reads as follows:

WHEREAS the current Council Remuneration Bylaw provides for an adjustment of the base annual salary for all members of council on January 1, 2021 by the average annual Consumer Price Index for Whitehorse (CPI) for 2019, unless that CPI is a negative amount in which case the rate of adjustment will be zero; and

WHEREAS in this difficult and uncertain time council has an opportunity to lead by example;

BE IT RESOLVED THAT an adjustment to the base annual salary for all members of council scheduled for January 1, 2021 be waived.

**CITY OF WHITEHORSE**  
**BYLAW 2020-24**

A bylaw to amend the City Manager Bylaw  
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WHEREAS section 183 of the *Municipal Act* (R.S.Y. 2002) provides that the council of a municipality must establish by bylaw the position of chief administrative officer and appoint a person or persons to the position; and

WHEREAS section 220 of the *Municipal Act* provides for the amendment of a bylaw;

WHEREAS the Council of the City of Whitehorse deems it proper and expedient to amend the City Manager Bylaw to provide procedures for annual performance reviews;

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

1. City Manager Bylaw 2018-17 is hereby amended by adding a new Schedule "B" attached hereto as Appendix "A" and forming part of this bylaw.
2. This bylaw shall come into full force and effect upon final passage thereof.

**FIRST and SECOND READING:** September 14, 2020  
**THIRD READING and ADOPTION:**

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Mayor

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Assistant City Clerk

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# Bylaw 2020-24 – Amending the City Manager Bylaw

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## APPENDIX “A”

### Performance Review Timelines

The City Manager Performance Review is scheduled in September of each year. All components of the review, including any salary adjustment will be completed by September 30.

This means that:

- In an election year, the outgoing Mayor and Council evaluates the City Manager’s performance over the prior year before the new Council is elected.
- In an election year, the City Manager will already have performance goals/key objectives in place to share with a newly elected Mayor and Council in the first year of their term.
- The newly elected Mayor and Council may use the mid-point evaluation as a way to fine-tune the performance goals/key objectives of the City Manager. Alternately, Council’s quarterly strategic priorities review discussion could be used for this purpose.
- The first time the new Mayor and Council evaluates the City Manager is one year after it has been elected.

### City Manager Review Process

#### **Step 1: Objectives and Goal Setting**

The purpose of this step is for the City Manager and Mayor and Council to jointly establish key performance objectives and decide on any personal development goals that are tied to the annual performance review feedback. These objectives should be established within the overall context of the Strategic Priorities for the City.

Goals are established based on annual performance review feedback, City priorities, initiatives and direction for the coming year.

#### **Step 2: Mid–Year Check In**

Mayor and Council and the City Manager meet to discuss progress on the achievement of key objectives and determine if there are any impediments to success or if objectives need to change as a result of a shift in strategic direction or priority. Mayor and Council could also complete a periodic review of the City Manager’s progress on key objectives through the quarterly strategic priorities discussions.

#### **Step 3: Annual Performance Review** (see detailed schedule)

##### City Manager

City Manager prepares a self-assessment of goals, key performance objectives and accomplishments for the year as well as gathers data from community surveys/feedback and employee surveys/feedback that reflect the satisfaction

## **Bylaw 2020-24 – Amending the City Manager Bylaw**

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and well-being of the community and the workforce and provides it to the Mayor.

### **Mayor/Council**

Each Council member completes the City Manager Performance Review form individually and forwards it to the Mayor. The Mayor then collates all feedback into a summary document.

### **Director Responsible for Human Resources**

The Director responsible for Human Resources (HR director) coordinates preparation and administration of any confidential surveys of the Total Management Group and any other members of the City's workforce identified for each annual performance review. If a 360-degree tool is to be used in the Performance Review, the HR director sources and organizes it. Results of these surveys and the 360-degree (if used) are provided to the Mayor.

### **Pre-Performance Review Meeting**

The Mayor collates all information gathered from the City Manager, Council and the HR director and holds a formal meeting with Council to discuss the results of the review and the level of success in achieving the key objectives. Council feedback is documented for provision to the City Manager. Council also determines any salary adjustment (merit increase) based on overall performance.

### **Performance Review Meeting**

The Mayor and a selected Councillor meet with the City Manager to provide formal, documented feedback gathered as outlined above, and to communicate Council's compensation adjustment decision.

**The cycle repeats annually beginning with Step 1.**

### **Supporting Documents**

- Annual Goal Setting
- Mid-Year Check-In
- City Manager Self-Assessment Tool
- Annual Performance Review

## **Bylaw 2020-24 – Amending the City Manager Bylaw**

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### **Procedures**

- 1 Council may use a facilitator to assist with the City Manager's performance evaluation process. A majority of Council may decide to engage a process facilitator or to conduct the process without a facilitator, using the HR director as the process support resource.
- 2 The process shall commence at a time of the choosing of Council but generally annually beginning in June and triggered by the HR director. The process should be completed by September 30 annually.
- 3 In June the HR director shall consult with Council with respect to the preferred process. Engagement of an external facilitator, if requested, will be completed by the end of July.
- 4 Council shall review the previous year's assessment criteria, process and instrument for the current year. The instrument may be adjusted to include assessment of special projects or assigned issues that may arise from time to time.
- 5 Council shall determine whether and how to include the use of 360-degree input or other tool into the process. Council shall determine the sources of input into the chosen instrument. All of the input shall be kept completely confidential. The facilitator may prepare a 360-degree assessment instrument to complement the main assessment instrument. Council will determine to what degree any feedback is used.
- 6 The information shall be consolidated and composite results shall be shared with Council in September. At this point the City Manager shall not receive any of the input.
- 7 An in-camera meeting shall be scheduled with Council to arrive at a consensus that will become the official evaluation.
- 8 The document shall be signed by all members of Council and presented to the City Manager by the middle of September.
- 9 Mayor and one Councillor will meet with the City Manager to discuss the feedback at an in-camera meeting to enable complete feedback.
- 10 To complete the process:
  - (1) The City Manager shall respond in writing to Council with respect to the feedback.
  - (2) The City Manager shall be requested to sign the evaluation and the original shall be kept on file by the HR director with copies to Council and the City Manager.
  - (3) Council shall subsequently determine any salary adjustments and performance bonus based on economic conditions, benchmark data, performance and any other factors.

## **Bylaw 2020-24 – Amending the City Manager Bylaw**

### **Detailed Annual Performance Review Schedule**

<b>DELIVERABLE</b>	<b>WHO</b>	<b>DUE DATE</b>
Send reminder of City Manager review timelines to Mayor	HR director	June 1
Meet with Mayor & Council to discuss components of evaluation, i.e., 360-degree feedback, survey of direct reports, etc.	HR director	June 15
Source external facilitator if requested	HR director	End of July
Develop and send out surveys for direct reports and/or others (if being used)	HR director	Mid-July
Source and implement a 360-degree process/tool for City Manager (if being used)	HR director	Mid-July
Advise City Manager to complete self-assessment	Mayor	August 1
Advise Council members to complete performance review document for City manager	Mayor	August 1
Complete performance review document for the City Manager, each Council member individually and submit to Mayor	Council Members	August 15
Complete self-assessment of goals, key performance objectives and accomplishments, plus gather data from employee or community surveys or feedback	City Manager	August 15
Collate and summarize Council feedback; collate all other information gathered and send to Council for review	Mayor	August 25
Meet to discuss City Manager review and provide overall feedback; decide on salary adjustment	Mayor and Council	September 1
Summarize all feedback from Council into City Manager performance review document	Mayor	September 10
Meet with City Manager to deliver feedback and advise of salary adjustment	Mayor + Councillor	September 15
Advise HR director to process salary adjustment for the City Manager.	Mayor	September 15
Process salary adjustment and performance bonus for City Manager, retroactive to January 1 of the current year	HR director	September 20
Develop key performance objectives for coming year	City Manager	September 20
Share and discuss key performance objectives for coming year with Council; finalize	City Manager, Mayor and Council	September 30
Mid-year check in on progress of key initiatives and determination of adjustments required due to emerging issues	City Manager, Mayor and Council	March 30



**BYLAW 2020-30**  
**MANAGEMENT AND CONFIDENTIAL EXCLUSION**  
**EMPLOYMENT BYLAW**  
**2019 to 2022 Inclusive**

# Management and Confidential Exclusion Bylaw 2020-30

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**CITY OF WHITEHORSE**  
**BYLAW 2016-22**

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 or 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;  
"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;

## **Management and Confidential Exclusion Bylaw 2020-30**

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“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 hours per week as of passing of this Bylaw; for Confidential Exclusion means 35 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 relationship is terminated unless the Parties agree otherwise. Term employees receive the same terms and conditions as permanent employees.

## **Management and Confidential Exclusion Bylaw 2020-30**

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### **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. 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 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 hours per week that are necessary to fulfil the requirements of their position.
10. 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.
11. 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**

12. Employees covered by this bylaw will be paid in accordance with the classifications and salary ranges set out in Section One Schedules “A” which form part of this bylaw. No qualified Employee shall receive less than the minimum rate specified for the position.

## **Management and Confidential Exclusion Bylaw 2020-30**

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13. 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.
14. 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.
15. 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.
16. Prior to receiving any pay, all Employees covered under this bylaw will take and subscribe the oath or affirmation set out in Attachment "B".
17. Pay for Employees covered under this bylaw will be direct deposited every second Wednesday. Employees will receive a statement indicating total pay and deductions for each pay period.

### **Overtime**

18. Management Employees are not entitled to overtime pay.

### **Performance Evaluation**

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

### **Performance Reward**

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

### **Acting Pay**

21. 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.
22. 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 and subject to the approval of the City Manager. Under no circumstances will the Employee receive more than the maximum for the range.

### **Increment Date**

23. 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.

## **Management and Confidential Exclusion Bylaw 2020-30**

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### **Promotion**

24. 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**

25. 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.
26. 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.
27. When an Employee's position is reclassified but remains in the existing salary range, the Employee's salary will remain unchanged.

### **Retroactive Pay**

28. 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**

29. 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.
30. 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

31. 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 Bylaw 2020-30**

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### **Long Term Disability**

32. 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.
33. 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.
34. 100% of the Long Term Disability premium will be paid by the Employee.
35. 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 \$5,000.00 per month.

### **MEDICAL AND GROUP INSURANCE**

#### **Basic Medical Insurance**

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

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

37. 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**

38. 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 Bylaw 2020-30**

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### **REGISTERED RETIREMENT SAVINGS PLAN**

39. 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**

40. 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%.

### **LEAVES**

41. 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**

42. Employees will receive 13 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
Sourdough Rendezvous Friday	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
National Indigenous Peoples' Day	Boxing Day
Canada Day	

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

43. 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.
44. 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.

## Management and Confidential Exclusion Bylaw 2020-30

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### Vacation Leave

45. Employees with a continuous service date before October 1, 2016 and who receive pay for at least ten days in a calendar month are entitled to vacation leave in accordance with the following schedule:

For Employees with a Continuous Service Date before October 1, 2016	
Years of Service	Monthly Accrual
1 year and less than 2 years	11.66 hours
2 years and less than 5 years	14.58 hours
5 years and less than 10 years	17.50 hours
10 years and less than 20 years	20.42 hours
20 years and over	23.33 hours

46. Employees hired on October 1, 2016 or later and who receive pay for at least ten days in a calendar month are entitled to vacation leave in accordance with the following schedule:

For Employees with a Continuous Service Date of October 1, 2016 or later	
Years of Service	Monthly Accrual
1 year and less than 3 years	11.66 hours
3 years and less than 10 years	14.58 hours
10 years and less than 20 years	17.50 hours
20 years and over	20.42 hours

47. Employees are encouraged to use their accrued paid vacation time for rest, relaxation, and personal pursuits.
48. 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.
49. 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.
50. The Employer shall make a reasonable effort to grant an Employee the period of vacation leave requested.
51. 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.

## **Management and Confidential Exclusion Bylaw 2020-30**

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

52. 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.
53. 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.
54. 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.
55. 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.
56. 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.
57. Unused illness or accident leave at the end of the calendar year will not be carried over or paid out.

### **Special Leave**

58. 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.
59. 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. The City Manager may delegate authority for the operation of this policy to a nominated individual, e.g. manager or director in accordance with local reporting procedures.
60. 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 occur.
61. 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.
62. Employees are expected to use special leave with a view toward responsibly balancing their work and personal requirements.
63. Each month, 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.

## **Management and Confidential Exclusion Bylaw 2020-30**

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64. 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**

65. 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.
66. Special leave cannot be used to supplement/increase weekly indemnity, vacation, maternity, paternity, adoption, or parental leave.
67. 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.
68. Definition of family for special leave purposes:
- 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;
  - any relative residing in the employee's household or with whom the employee permanently resides

### **Injury on Duty Leave**

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

## Management and Confidential Exclusion Bylaw 2020-30

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### Maternity Leave

71. 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 she has 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) She will return to work after the expiry of her maternity leave, unless this date is modified with the Employer's consent; and
    - (b) She 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 she is 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 without pay, she is 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.

## **Management and Confidential Exclusion Bylaw 2020-30**

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- (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 she is 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 she is 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.
72. There shall be no duplication or overlap with the parental leave provisions of this bylaw.

### **Parental Leave**

73. 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.
74. 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 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 Bylaw 2020-30**

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### **Compassionate Care Leave**

75. 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.
76. 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.
77. No employee shall lose seniority, nor will an employee's continuous service date be advanced.

### **Critical Illness Leave**

78. 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.
79. 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.
80. 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.
81. No employee shall lose seniority, nor will an employee's continuous service date be advanced.

### **Court Leave**

82. 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**

83. 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.
84. 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 Bylaw 2020-30**

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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.

85. 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.
86. 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**

87. 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.
88. Unused management leave credits will be converted to vacation credits as of December 31.

### **ALLOWANCES**

#### **Health Spending Allowance**

89. As of January 1, 2020 all permanent Employees will be eligible to receive a health spending allowance each year to a maximum of \$1,500.00.
90. Submissions must be made by December 31<sup>st</sup> of each year to be eligible.
91. The health 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.
92. Definition of Immediate Family for the purpose of the 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).

## **Management and Confidential Exclusion Bylaw 2020-30**

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### **Long Service Bonus**

93. Permanent Employees with a continuous service date prior to October 1, 2016 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

94. The long service bonus shall become payable in the pay period containing the Employee's continuous service date.
95. 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.
96. Employees with a continuous service date on or after October 1, 2016, at the completion of each five-year interval (e.g., five years, 10, 15 etc.), are entitled to one week of long service leave on the anniversary date, to be used over the next five years. Unused long service leave will be paid out at the end of five years.

### **Retirement Allowance**

97. 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)**

98. 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.
99. Employees with a continuous service date on or after October 1, 2016 shall not be eligible for a resignation allowance.

### **Yukon Bonus**

100. Permanent Full-time 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.

## **Management and Confidential Exclusion Bylaw 2020-30**

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101. 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**

102. 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.
103. 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.
104. 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.
105. Pursuant to section 189 of the *Municipal Act*, an Employee may appeal in writing to council within five working days of a disciplinary suspension with cause under this section pursuant to section 184 of the *Municipal Act*.
- (1) After hearing the Employee and others as council deems necessary, council shall extend, reduce, or confirm the suspension, or overturn the suspension and/or reinstate the Employee.
  - (2) The City's internal procedural obligations pursuant to this provision shall be fully discharged, and the rights of the Employee fully and fairly satisfied if the Employee has been provided written notice summarizing the reasons for the suspension and the opportunity to provide written submissions to council prior to a decision being made.
  - (3) The City may invoke non-disciplinary leaves with or without pay pending investigation 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. For greater clarity, there is no entitlement to appeal to Council for non-disciplinary leaves invoked by the City.
106. 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.

## Management and Confidential Exclusion Bylaw 2020-30

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- (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
    - (e) any conduct that would constitute just cause for termination pursuant to the common law governing employment contracts.
107. The Employee may appeal in writing to council within five working days of a termination for cause.
- (1) The City's internal procedural obligations pursuant to this provision shall be fully discharged and the rights of the Employee fully and fairly satisfied if the Employee has been provided with a written notice summarizing the reasons for the cause and the opportunity to provide written submissions to Council.
  - (2) Council shall confirm the termination for cause, substitute the termination for cause with a termination without cause, reinstate the employee with no discipline, reinstate the employee with a warning or period of suspension, and may impose any conditions deemed appropriate.
108. 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 Bylaw 2020-30

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- (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.
109. 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).
110. 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.
111. 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*.
112. It is within the sole discretion of the City to elect to continue all or any part of the remuneration and benefits of an Employee during a period of suspension pursuant to this bylaw including any suspension that is under appeal.
113. 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.
114. There are no procedural or appeal rights other than as expressly stated in this section of this bylaw.

## **Management and Confidential Exclusion Bylaw 2020-30**

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### **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 he or she, 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 Bylaw 2020-30

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### **SCHEDULE “A”**

<b>Management Employees</b>	<b>Job Code</b>	<b>Salary Range</b>
Director Community and Recreation Services	168	19
Director Corporate Services	033	19
Director Development Services	171	19
Director Infrastructure & Operations	034	19
Associate Manager, Engineering Services	186	17
Deputy Fire Chief	167	17
Fire Chief	049	18
Manager Business and Technology Systems	078	17
Manager Bylaw Services	071	17
Manager Engineering Services	072	18
Manager Financial Services	077	18
Manager Human Resources	073	17
Manager Land and Building Services	246	18
Manager Legislative Services	220	17
Manager Operations	179	18
Manager Parks and Community Development	206	17
Manager Planning and Sustainability Services	249	18
Manager Recreation and Facility Services	175	18
Manager Strategic Communications	149	16
Manager Transit Services	130	17
Manager Water and Waste Services	208	18

## Management and Confidential Exclusion Bylaw 2020-30

<b>Schedule "A" – Management Employees</b>			
<b>Effective January 1, 2019 to December 31, 2019</b>			
<b>2.6% Increase</b>		<b>35 Hours per Week</b>	
		<b>Minimum</b>	<b>Maximum</b>
Director Community and Recreation Services	Hourly	\$72.99	\$89.84
	Annual	\$133,291.42	\$164,062.21
Director Corporate Services	Hourly	\$72.99	\$89.84
	Annual	\$133,291.42	\$164,062.21
Director Development Services	Hourly	\$72.99	\$89.84
	Annual	\$133,291.42	\$164,062.21
Director Infrastructure and Operations	Hourly	\$72.99	\$89.84
	Annual	\$133,291.42	\$164,062.21
Associate Manager, Engineering Services	Hourly	\$61.13	\$68.85
	Annual	\$111,633.16	\$125,731.12
Deputy Fire Chief	Hourly	\$61.13	\$68.85
	Annual	\$111,633.16	\$125,731.12
Fire Chief	Hourly	\$66.79	\$75.25
	Annual	\$121,987.49	\$137,418.54
Manager Business and Technology Systems	Hourly	\$61.13	\$68.85
	Annual	\$111,633.16	\$125,749.38
Manager Bylaw Services	Hourly	\$61.13	\$68.85
	Annual	\$111,633.16	\$125,749.38
Manager Engineering Services	Hourly	\$66.79	\$75.25
	Annual	\$121,987.49	\$137,418.54
Manager Financial Services	Hourly	\$66.79	\$75.25
	Annual	\$121,987.49	\$137,418.54
Manager Human Resources	Hourly	\$61.13	\$68.85
	Annual	\$111,633.16	\$125,749.38
Manager Land and Building Services	Hourly	\$66.79	\$75.25
	Annual	\$121,987.49	\$137,418.54

## Management and Confidential Exclusion Bylaw 2020-30

<b>Schedule "A" – Management Employees</b>			
<b>Effective January 1, 2019 to December 31, 2019</b>			
<b>2.6% Increase</b>		<b>35 Hours per Week</b>	
		<b>Minimum</b>	<b>Maximum</b>
Manager Legislative Services	Hourly	\$61.13	\$68.85
	Annual	\$111,633.16	\$125,749.38
Manager Operations	Hourly	\$66.79	\$75.25
	Annual	\$121,987.49	\$137,418.54
Manager Parks and Community Development	Hourly	\$61.13	\$68.85
	Annual	\$111,633.16	\$125,749.38
Manager Planning and Sustainability Services	Hourly	\$66.79	\$75.25
	Annual	\$121,987.49	\$137,418.54
Manager Recreation and Facility Services	Hourly	\$66.79	\$75.25
	Annual	\$121,987.49	\$137,418.54
Manager Strategic Communications	Hourly	\$55.96	\$63.05
	Annual	\$102,191.91	\$115,139.39
Manager Transit Services	Hourly	\$61.13	\$68.85
	Annual	\$111,633.16	\$125,749.38
Manager Water and Waste Services	Hourly	\$66.79	\$75.25
	Annual	\$121,987.49	\$137,418.54

## Management and Confidential Exclusion Bylaw 2020-30

<b>Schedule "A" – Management Employees</b>			
<b>Effective January 1, 2020 to date of bylaw passing</b>			
<b>Increase for 2020 is the greater of 1.25% or CPI</b>			
		<b>35 Hours per Week</b>	
		<b>Minimum</b>	<b>Maximum</b>
Director Community and Recreation Services	Hourly	\$74.89	\$92.17
	Annual	\$136,761.12	\$168,335.43
Director Corporate Services	Hourly	\$74.89	\$92.17
	Annual	\$136,761.12	\$168,335.43
Director Development Services	Hourly	\$74.89	\$92.17
	Annual	\$136,761.12	\$168,335.43
Director Infrastructure and Operations	Hourly	\$74.89	\$92.17
	Annual	\$136,761.12	\$168,335.43
Associate Manager, Engineering Services	Hourly	\$62.72	\$70.65
	Annual	\$114,536.76	\$129,018.20
Deputy Fire Chief	Hourly	\$62.72	\$70.65
	Annual	\$114,536.76	\$129,018.20
Fire Chief	Hourly	\$68.53	\$77.20
	Annual	\$125,146.74	\$140,997.81
Manager Business and Technology Systems	Hourly	\$62.72	\$70.65
	Annual	\$114,536.76	\$129,018.20
Manager Bylaw Services	Hourly	\$62.72	\$70.65
	Annual	\$114,536.76	\$129,018.20
Manager Engineering Services	Hourly	\$68.53	\$77.20
	Annual	\$125,146.74	\$140,997.81
Manager Financial Services	Hourly	\$68.53	\$77.20
	Annual	\$125,146.74	\$140,997.81
Manager Human Resources	Hourly	\$62.72	\$70.65
	Annual	\$114,536.76	\$129,018.20
Manager Land and Building Services	Hourly	\$68.53	\$77.20
	Annual	\$125,146.74	\$140,997.81

## Management and Confidential Exclusion Bylaw 2020-30

<b>Schedule "A" – Management Employees</b>			
<b>Effective January 1, 2020 to date of bylaw passing</b>			
<b>Increase for 2020 is the greater of 1.25% or CPI</b>			
		<b>35 Hours per Week</b>	
		<b>Minimum</b>	<b>Maximum</b>
Manager Legislative Services	Hourly	\$62.72	\$70.65
	Annual	\$114,536.76	\$129,018.20
Manager Operations	Hourly	\$68.53	\$77.20
	Annual	\$125,146.74	\$140,997.81
Manager Parks and Community Development	Hourly	\$62.72	\$70.65
	Annual	\$114,536.76	\$129,018.20
Manager Planning and Sustainability Services	Hourly	\$68.53	\$77.20
	Annual	\$125,146.74	\$140,997.81
Manager Recreation and Facility Services	Hourly	\$68.53	\$77.20
	Annual	\$125,146.74	\$140,997.81
Manager Strategic Communications	Hourly	\$57.41	\$64.69
	Annual	\$104,858.11	\$118,134.29
Manager Transit Services	Hourly	\$62.72	\$70.65
	Annual	\$114,536.76	\$129,018.20
Manager Water and Waste Services	Hourly	\$68.53	\$77.20
	Annual	\$125,146.74	\$140,997.81

## Management and Confidential Exclusion Bylaw 2020-30

<b>Schedule "A" – Management Employees</b>			
<b>Effective date of bylaw passing to December 31, 2020</b>			
<b>Increase for 2020 is market rate plus the greater of 1.25% or CPI</b>			
<b>Market Rate</b>	<b>37.5 Hours per Week</b>		
		<b>Minimum</b>	<b>Maximum</b>
Director Community and Recreation Services	Hourly	\$81.01	\$99.95
	Annual	\$158,504.17	\$195,562.17
Director Corporate Services	Hourly	\$81.01	\$99.95
	Annual	\$158,504.17	\$195,562.17
Director Development Services	Hourly	\$81.01	\$99.95
	Annual	\$158,504.17	\$195,562.17
Director Infrastructure and Operations	Hourly	\$81.01	\$99.95
	Annual	\$158,504.17	\$195,562.17
Associate Manager, Engineering Services	Hourly	\$55.56	\$72.62
	Annual	\$108,708.70	\$142,088.29
Deputy Fire Chief	Hourly	\$55.95	\$68.16
	Annual	\$109,471.77	\$133,361.86
Fire Chief	Hourly	\$62.70	\$80.37
	Annual	\$122,678.82	\$157,251.94
Manager Business and Technology Systems	Hourly	\$61.11	\$76.39
	Annual	\$119,567.83	\$149,464.67
Manager Bylaw Services	Hourly	\$59.34	\$74.79
	Annual	\$116,104.64	\$146,334.11
Manager Engineering Services	Hourly	\$66.99	\$84.29
	Annual	\$131,072.63	\$164,921.81
Manager Financial Services	Hourly	\$67.79	\$84.68
	Annual	\$132,637.91	\$165,684.89
Manager Human Resources	Hourly	\$64.68	\$84.09
	Annual	\$126,552.89	\$164,530.49
Manager Land and Building Services	Hourly	\$60.52	\$75.39
	Annual	\$118,413.43	\$147,508.07

## Management and Confidential Exclusion Bylaw 2020-30

<b>Schedule "A" – Management Employees</b>			
<b>Effective date of bylaw passing to December 31, 2020</b>			
<b>Increase for 2020 is market rate plus the greater of 1.25% or CPI</b>			
<b>Market Rate</b>	<b>37.5 Hours per Week</b>		
	<b>Minimum</b>	<b>Maximum</b>	
Manager Legislative Services	Hourly	\$55.46	\$68.92
	Annual	\$108,513.04	\$134,848.87
Manager Operations	Hourly	\$62.20	\$77.98
	Annual	\$121,700.52	\$152,575.67
Manager Parks and Community Development	Hourly	\$56.91	\$71.36
	Annual	\$111,350.11	\$139,622.98
Manager Planning and Sustainability Services	Hourly	\$60.52	\$75.39
	Annual	\$118,413.43	\$147,508.07
Manager Recreation and Facility Services	Hourly	\$57.01	\$71.41
	Annual	\$111,545.77	\$139,720.81
Manager Strategic Communications	Hourly	\$70.69	\$84.16
	Annual	\$138,312.05	\$164,667.46
Manager Transit Services	Hourly	\$56.44	\$75.49
	Annual	\$110,430.50	\$147,703.73
Manager Water and Waste Services	Hourly	\$61.93	\$78.29
	Annual	\$121,172.24	\$153,182.21

## Management and Confidential Exclusion Bylaw 2020-30

<b>Schedule "A" – Management Employees</b>			
<b>Effective January 1, 2021 to December 31, 2021</b>			
<b>Increase for 2021 is 1.25% or CPI</b>			
<b>New schedules will be issued annually for CPI</b>			
<b>1.25% Increase</b>	<b>37.5 Hours per Week</b>		
		<b>Minimum</b>	<b>Maximum</b>
Director Community and Recreation Services	Hourly	\$82.02	\$101.20
	Annual	\$160,499.90	\$198,007.92
Director Corporate Services	Hourly	\$82.02	\$101.20
	Annual	\$160,499.90	\$198,007.92
Director Development Services	Hourly	\$82.02	\$101.20
	Annual	\$160,499.90	\$198,007.92
Director Infrastructure and Operations	Hourly	\$82.02	\$101.20
	Annual	\$160,499.90	\$198,007.92
Associate Manager, Engineering Services	Hourly	\$56.25	\$73.53
	Annual	\$110,078.32	\$143,868.80
Deputy Fire Chief	Hourly	\$56.65	\$69.01
	Annual	\$110,841.39	\$135,044.53
Fire Chief	Hourly	\$63.48	\$81.37
	Annual	\$124,224.53	\$159,228.11
Manager Business and Technology Systems	Hourly	\$61.87	\$77.34
	Annual	\$121,074.41	\$151,343.01
Manager Bylaw Services	Hourly	\$60.08	\$75.72
	Annual	\$117,572.09	\$148,173.32
Manager Engineering Services	Hourly	\$67.83	\$85.34
	Annual	\$132,716.18	\$166,995.81
Manager Financial Services	Hourly	\$68.64	\$85.74
	Annual	\$134,301.02	\$167,758.88
Manager Human Resources	Hourly	\$65.49	\$85.14
	Annual	\$128,137.73	\$166,604.49
Manager Land and Building Services	Hourly	\$61.28	\$76.33
	Annual	\$119,900.45	\$149,366.84

## Management and Confidential Exclusion Bylaw 2020-30

<b>Schedule "A" – Management Employees</b>			
<b>Effective January 1, 2021 to December 31, 2021</b>			
<b>Increase for 2021 is 1.25% or CPI</b>			
<b>New schedules will be issued annually for CPI</b>			
<b>1.25% Increase</b>	<b>37.5 Hours per Week</b>		
		<b>Minimum</b>	<b>Maximum</b>
Manager Legislative Services	Hourly	\$56.15	\$69.78
	Annual	\$109,882.66	\$136,551.11
Manager Operations	Hourly	\$62.98	\$78.95
	Annual	\$123,226.67	\$154,493.14
Manager Parks and Community Development	Hourly	\$57.62	\$72.25
	Annual	\$112,758.86	\$141,383.92
Manager Planning and Sustainability Services	Hourly	\$61.28	\$76.33
	Annual	\$119,900.45	\$149,366.84
Manager Recreation and Facility Services	Hourly	\$57.72	\$72.30
	Annual	\$112,954.52	\$141,481.75
Manager Strategic Communications	Hourly	\$71.57	\$85.21
	Annual	\$140,053.43	\$166,741.45
Manager Transit Services	Hourly	\$57.15	\$76.43
	Annual	\$111,819.69	\$149,562.50
Manager Water and Waste Services	Hourly	\$62.70	\$79.27
	Annual	\$122,698.39	\$155,099.68

## Management and Confidential Exclusion Bylaw 2020-30

<b>Schedule "A" – Management Employees</b>			
<b>Effective January 1, 2022 to December 31, 2022</b>			
<b>Increase for 2022 is 1.25% or CPI</b>			
<b>New schedules will be issued annually for CPI</b>			
<b>1.25% Increase</b>	<b>37.5 Hours per Week</b>		
		<b>Minimum</b>	<b>Maximum</b>
Director Community and Recreation Services	Hourly	\$83.05	\$102.46
	Annual	\$162,495.63	\$200,492.80
Director Corporate Services	Hourly	\$83.05	\$102.46
	Annual	\$162,495.63	\$200,492.80
Director Development Services	Hourly	\$83.05	\$102.46
	Annual	\$162,495.63	\$200,492.80
Director Infrastructure and Operations	Hourly	\$83.05	\$102.46
	Annual	\$162,495.63	\$200,492.80
Associate Manager, Engineering Services	Hourly	\$56.96	\$74.45
	Annual	\$111,447.94	\$145,668.87
Deputy Fire Chief	Hourly	\$57.36	\$69.87
	Annual	\$112,230.58	\$136,727.21
Fire Chief	Hourly	\$64.28	\$82.39
	Annual	\$125,770.25	\$161,223.84
Manager Business and Technology Systems	Hourly	\$62.65	\$78.31
	Annual	\$122,580.99	\$153,240.91
Manager Bylaw Services	Hourly	\$60.83	\$76.67
	Annual	\$119,039.54	\$150,032.09
Manager Engineering Services	Hourly	\$68.68	\$86.41
	Annual	\$134,379.29	\$169,089.37
Manager Financial Services	Hourly	\$69.50	\$86.81
	Annual	\$135,983.70	\$169,872.01
Manager Human Resources	Hourly	\$66.31	\$86.21
	Annual	\$129,742.15	\$168,678.49
Manager Land and Building Services	Hourly	\$62.04	\$77.29
	Annual	\$121,407.03	\$151,225.61

## Management and Confidential Exclusion Bylaw 2020-30

<b>Schedule "A" – Management Employees</b>			
<b>Effective January 1, 2022 to December 31, 2022</b>			
<b>Increase for 2022 is 1.25% or CPI</b>			
<b>New schedules will be issued annually for CPI</b>			
<b>1.25% Increase</b>	<b>37.5 Hours per Week</b>		
		<b>Minimum</b>	<b>Maximum</b>
Manager Legislative Services	Hourly	\$56.86	\$70.65
	Annual	\$111,252.28	\$138,253.36
Manager Operations	Hourly	\$63.76	\$79.94
	Annual	\$124,772.38	\$156,430.17
Manager Parks and Community Development	Hourly	\$58.34	\$73.16
	Annual	\$114,167.61	\$143,144.86
Manager Planning and Sustainability Services	Hourly	\$62.04	\$77.29
	Annual	\$121,407.03	\$151,225.61
Manager Recreation and Facility Services	Hourly	\$58.44	\$73.21
	Annual	\$114,363.27	\$143,242.69
Manager Strategic Communications	Hourly	\$72.47	\$86.28
	Annual	\$141,794.80	\$168,815.45
Manager Transit Services	Hourly	\$57.86	\$77.39
	Annual	\$113,208.88	\$151,421.27
Manager Water and Waste Services	Hourly	\$63.49	\$80.26
	Annual	\$124,224.53	\$157,036.72

## **Management and Confidential Exclusion Bylaw 2020-30**

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### **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, salary range is determined by market.
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.
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".

## **Management and Confidential Exclusion Bylaw 2020-30**

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132. Pay for Employees covered under this bylaw will be direct deposited every second Wednesday. Employees will receive a statement 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 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 Bylaw 2020-30**

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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 and subject to the approval of the City Manager. 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 Bylaw 2020-30

### 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 Bylaw 2020-30**

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### **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, 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 Bylaw 2020-30**

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### **REGISTERED RETIREMENT SAVINGS 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.
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%.

### **LEAVES**

163. 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**

164. Employees will receive 13 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
Sourdough Rendezvous Friday	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
National Indigenous Peoples' Day	Boxing Day
Canada Day	

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

165. 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.
166. 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.

## Management and Confidential Exclusion Bylaw 2020-30

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### Vacation Leave

167. Employees with a continuous service date before October 1, 2016 and who receive pay for at least ten days in a calendar month are entitled to vacation leave in accordance with the following schedule:

For Employees with a Continuous Service Date before October 1, 2016	
Years of Service	Monthly Accrual
1 year and less than 2 years	11.66 hours
2 years and less than 5 years	14.58 hours
5 years and less than 10 years	17.50 hours
10 years and less than 20 years	20.42 hours
20 years and over	23.33 hours

168. Employees hired on October 1, 2016 or later and who receive pay for at least ten days in a calendar month are entitled to vacation leave in accordance with the following schedule:

For Employees with a Continuous Service Date of October 1, 2016 or later	
Years of Service	Monthly Accrual
1 year and less than 3 years	11.66 hours
3 years and less than 10 years	14.58 hours
10 years and less than 20 years	17.50 hours
20 years and over	20.42 hours

169. Employees are encouraged to use their accrued paid vacation time for rest, relaxation, and personal pursuits.
170. 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.
171. 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.
172. The Employer shall make a reasonable effort to grant an Employee the period of vacation leave requested.
173. 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.

## **Management and Confidential Exclusion Bylaw 2020-30**

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

174. 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.
175. 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.
176. 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.
177. 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.
178. 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.
179. Unused illness or accident leave at the end of the calendar year will not be carried over or paid out.

### **Special Leave**

180. 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.
181. 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. The City Manager may delegate authority for the operation of this policy to a nominated individual, e.g. manager or director in accordance with local reporting procedures.
182. 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 occur.
183. 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.
184. Employees are expected to use special leave with a view toward responsibly balancing their work and personal requirements.

## **Management and Confidential Exclusion Bylaw 2020-30**

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185. Each month, 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.
186. 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**

187. 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.
188. Special leave cannot be used to supplement/increase weekly indemnity, vacation, maternity, paternity, adoption, or parental leave.
189. 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.
190. 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;
  - any relative residing in the employee's household or with whom the employee permanently resides

### **Injury on Duty Leave**

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

## Management and Confidential Exclusion Bylaw 2020-30

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### Maternity Leave

193. 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 she has 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) she will return to work after the expiry of her maternity leave, unless this date is modified with the Employer's consent; and
  - (b) she 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 she is 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.

## **Management and Confidential Exclusion Bylaw 2020-30**

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- (d) Where an employee has received the full 15 weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is 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:
    - (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 she is 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 she is 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.
194. There shall be no duplication or overlap with the parental leave provisions of this bylaw.

### **Parental Leave**

195. 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.

## **Management and Confidential Exclusion Bylaw 2020-30**

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196. 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 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**

197. 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.
198. 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.
199. No employee shall lose seniority, nor will an employee's continuous service date be advanced by the amount of compassionate leave taken.

### **Critical Illness Leave**

200. 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.
201. 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.
202. 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.
203. 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**

204. 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.

## **Management and Confidential Exclusion Bylaw 2020-30**

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### **Leave Without Pay**

205. 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.
206. 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.
207. 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.
208. 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 Spending Allowance**

209. As of January 1, 2020 all permanent Employees will be eligible to receive a health spending allowance each year to a maximum of \$1,500.00.
210. Submissions must be made by December 31<sup>st</sup> of each year to be eligible.
211. The health 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.
212. 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**

213. Permanent Employees with a continuous service date prior to October 1, 2016 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

## **Management and Confidential Exclusion Bylaw 2020-30**

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214. The long service bonus shall become payable in the pay period containing the Employee's continuous service date.
215. 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.
216. Employees with a continuous service date on or after October 1, 2016 at the completion of each five-year interval (e.g. five years, 10, 15 etc.) are entitled to one week of long service leave on the anniversary date, to be used over the next five years. Unused long service leave will be paid out at the end of five years.

### **Retirement Allowance**

217. 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)**

218. 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.
219. Employees with a continuous service date on or after October 1, 2016 shall not be eligible for a resignation allowance.

### **Yukon Bonus**

220. Permanent Full-time 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.
221. 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.
222. 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 Bylaw 2020-30**

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

223. 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.
224. 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.
225. 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.
226. Pursuant to section 189 of the *Municipal Act*, an Employee may appeal in writing to council within five working days of a disciplinary suspension with cause under this section pursuant to section 184 of the *Municipal Act*.
- (1) After hearing the Employee and others as council deems necessary, council shall extend, reduce, or confirm the suspension, or overturn the suspension and/or reinstate the Employee.
  - (2) The City's internal procedural obligations pursuant to this provision shall be fully discharged, and the rights of the Employee fully and fairly satisfied if the Employee has been provided written notice summarizing the reasons for the suspension and the opportunity to provide written submissions to council prior to a decision being made.
  - (3) The City may invoke non-disciplinary leaves with or without pay pending investigation 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. For greater clarity, there is no entitlement to appeal to Council for non-disciplinary leaves invoked by the City.
227. 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.

## Management and Confidential Exclusion Bylaw 2020-30

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- (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.
228. The Employee may appeal in writing to council within five working days of a termination for cause.
  - (1) The City's internal procedural obligations pursuant to this provision shall be fully discharged and the rights of the Employee fully and fairly satisfied if the Employee has been provided with a written notice summarizing the reasons for the cause and the opportunity to provide written submissions to Council.
  - (2) Council shall confirm the termination for cause, substitute the termination for cause with a termination without cause, reinstate the employee with no discipline, reinstate the employee with a warning or period of suspension, and may impose any conditions deemed appropriate.
229. 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.

## **Management and Confidential Exclusion Bylaw 2020-30**

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- (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.
230. 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).
231. 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.
232. 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*.
233. It is within the sole discretion of the City to elect to continue all or any part of the remuneration and benefits of an Employee during a period of suspension pursuant to this bylaw including any suspension that is under appeal.
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.
235. There are no procedural or appeal rights other than as expressly stated in this section of this bylaw.

### **GENERAL PROVISIONS**

236. 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.
237. 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.
238. 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 Bylaw 2020-30**

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- 239. Conflict of interest rules as set out in Council's Employee Code of Conduct Policy will apply to all Employees.
- 240. The City Manager may choose to grant to an Employee additional discretionary benefits over and above those described by this bylaw, if he or she, further to consultation with Human Resources, is satisfied that special circumstances warrant such a decision.
- 241. 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**

- 242. Bylaw 2016-22, including all amendments thereto, is hereby repealed.

### **APPLICATION AND DURATION**

- 243. This bylaw shall be deemed to have been in full force and effect on and from January 1, 2019.
- 244. This bylaw is subject to amendment by Council from time to time.
- 245. It is intended that this bylaw will be brought forward for amendment prior to December 31, 2023.
- 246. The following economic increases for Management employees shall be effective as indicated in the salary schedules included hereto as Schedule "A" and forming part of this bylaw:

<u>Increase Effective Date</u>	<u>Percentage</u>
January 1, 2019	2.6%
January 1, 2020	Salary market adjustment plus greater of 1.25 % or annual CPI Whitehorse All Items, non-seasonally adjusted as published by Statistics Canada
January 1, 2021	Greater of 1.25 % or annual CPI Whitehorse All Items, non-seasonally adjusted as published by Statistics Canada
January 1, 2022	Greater of 1.25 % or annual CPI Whitehorse All Items, non-seasonally adjusted as published by Statistics Canada

## Management and Confidential Exclusion Bylaw 2020-30

247. The following economic increases for Confidential Exclusion employees shall be effective as indicated in the salary schedules attached hereto as Schedule "B" and forming part of this bylaw:

<u>Increase Effective Date</u>	<u>Percentage</u>
January 1, 2019	2.6%
January 1, 2020	Greater of 1.25 % or annual CPI Whitehorse All Items, non-seasonally adjusted as published by Statistics Canada
January 1, 2021	Greater of 1.25 % or annual CPI Whitehorse All Items, non-seasonally adjusted as published by Statistics Canada
January 1, 2022	Greater of 1.25 % or annual CPI Whitehorse All Items, non-seasonally adjusted as published by Statistics Canada

**FIRST and SECOND READING:** September 14, 2020  
**THIRD READING and ADOPTION:**

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Dan Curtis, Mayor

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Norma L. Felker, Assistant City Clerk

## Management and Confidential Exclusion Bylaw 2020-30

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### SCHEDULE "B"

<b>Confidential Exclusion Employees</b>	<b>Job Code</b>	<b>Salary Range</b>
Administrative Assistant, Human Resources	247	9
Assistant City Clerk	005	12
Communications Coordinator	245	11
Communications Specialist	181	12
Executive Assistant Corporate Services	232	11
Executive Assistant, Mayor and City Manager	080	11
Human Resources Coordinator	059	10
Human Resources Generalist	240	13
Human Resources Specialist	060	14
Occupational Health and Safety Specialist	107	14

## Management and Confidential Exclusion Bylaw 2020-30

<b>Schedule B – Confidential Exclusion</b>					
<b>Effective January 1, 2019 to December 31, 2019</b>					
<b>2.6% Increase</b>			<b>35 Hours per Week</b>		
	<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Hourly	<b>7</b>	\$27.86	\$29.50	\$31.14	\$32.76
Annual		\$ 50,876.82	\$ 53,871.72	\$56,866.62	\$59,843.26
Hourly	<b>8</b>	\$29.16	\$30.87	\$32.61	\$34.32
Annual		\$53,250.83	\$56,391.82	\$59,551.08	\$62,673.81
Hourly	<b>9</b>	\$30.53	\$32.32	\$34.11	\$35.92
Annual		\$55,770.93	\$59,021.49	\$62,308.58	\$65,613.93
Hourly	<b>10</b>	\$32.08	\$33.97	\$35.86	\$37.74
Annual		\$58,601.47	\$62,052.92	\$65,486.10	\$68,919.28
Hourly	<b>11</b>	\$33.90	\$35.88	\$37.87	\$39.87
Annual		\$61,906.82	\$65,522.62	\$69,156.68	\$72,827.26
Hourly	<b>12</b>	\$35.90	\$38.01	\$40.12	\$42.23
Annual		\$65,559.14	\$69,430.60	\$73,265.54	\$77,137.00
Hourly	<b>13</b>	\$38.06	\$40.30	\$42.54	\$44.77
Annual		\$69,521.91	\$73,612.51	\$77,684.85	\$81,775.44
Hourly	<b>14</b>	\$40.52	\$42.89	\$45.29	\$47.67
Annual		\$73,996.00	\$78,324.00	\$82,706.79	\$87,053.05
Hourly	<b>15</b>	\$43.29	\$45.82	\$48.37	\$50.91
Annual		\$79,054.47	\$83,692.91	\$88,331.36	\$92,988.07

## Management and Confidential Exclusion Bylaw 2020-30

Schedule B – Confidential Exclusion					
Effective January 1, 2020 to December 31, 2020					
Increase for 2020 is the greater of 1.25% or CPI					
1.25% Increase			35 Hours per Week		
	Range	Step 1	Step 2	Step 3	Step 4
Hourly	7	\$28.58	\$30.26	\$31.95	\$33.61
Annual		\$52,209.91	\$55,277.86	\$58,345.81	\$61,395.50
Hourly	8	\$29.92	\$31.68	\$33.45	\$35.21
Annual		\$54,638.71	\$57,852.75	\$61,103.31	\$64,317.36
Hourly	9	\$31.33	\$33.16	\$35.00	\$36.85
Annual		\$57,213.59	\$60,555.47	\$63,933.86	\$67,312.26
Hourly	10	\$32.92	\$34.85	\$36.79	\$38.72
Annual		\$60,117.19	\$63,659.94	\$67,202.69	\$70,708.92
Hourly	11	\$34.78	\$36.81	\$38.85	\$40.91
Annual		\$63,532.11	\$67,239.21	\$70,964.58	\$74,708.21
Hourly	12	\$36.83	\$39.00	\$41.16	\$43.33
Annual		\$67,275.73	\$71,238.50	\$75,164.75	\$79,127.51
Hourly	13	\$39.05	\$41.35	\$43.64	\$45.94
Annual		\$71,329.81	\$75,511.72	\$79,711.88	\$83,893.79
Hourly	14	\$41.57	\$44.00	\$46.47	\$48.91
Annual		\$75,931.73	\$80,369.30	\$84,861.66	\$89,317.49
Hourly	15	\$44.41	\$47.01	\$49.62	\$52.23
Annual		\$81,118.03	\$85,866.04	\$90,632.32	\$95,398.60

## Management and Confidential Exclusion Bylaw 2020-30

<b>Schedule B – Confidential Exclusion</b>					
<b>Effective January 1, 2021 to December 31, 2021</b>					
<b>Increase for 2020 is the greater of 1.25% or CPI</b>					
<b>New schedules will be issued annually for CPI</b>					
<b>1.25% Increase</b>			<b>35 Hours per Week</b>		
	<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Hourly	<b>7</b>	\$28.94	\$30.64	\$32.35	\$34.03
Annual		\$52,849.07	\$55,971.80	\$59,076.28	\$62,162.49
Hourly	<b>8</b>	\$30.29	\$32.07	\$33.87	\$35.65
Annual		\$55,332.65	\$58,583.21	\$61,870.30	\$65,120.87
Hourly	<b>9</b>	\$31.72	\$33.57	\$35.44	\$37.31
Annual		\$57,925.80	\$61,322.45	\$64,719.11	\$68,152.29
Hourly	<b>10</b>	\$33.33	\$35.29	\$37.25	\$39.20
Annual		\$60,865.91	\$64,445.19	\$68,042.72	\$71,603.73
Hourly	<b>11</b>	\$35.22	\$37.27	\$39.34	\$41.42
Annual		\$64,317.36	\$68,079.24	\$71,841.13	\$75,639.55
Hourly	<b>12</b>	\$37.29	\$39.49	\$41.67	\$43.87
Annual		\$68,115.77	\$72,115.06	\$76,114.35	\$80,113.64
Hourly	<b>13</b>	\$39.54	\$41.87	\$44.19	\$46.51
Annual		\$72,224.63	\$76,461.32	\$80,698.01	\$84,952.96
Hourly	<b>14</b>	\$42.09	\$44.55	\$47.05	\$49.5
Annual		\$76,863.07	\$81,373.69	\$85,920.83	\$90,431.44
Hourly	<b>15</b>	\$44.97	\$47.60	\$50.24	\$52.89
Annual		\$82,122.42	\$86,943.48	\$91,764.54	\$96,585.60

## Management and Confidential Exclusion Bylaw 2020-30

<b>Schedule B – Confidential Exclusion</b>					
<b>Effective January 1, 2022 to December 31, 2022</b>					
<b>Increase for 2022 is the greater of 1.25% or CPI</b>					
<b>New schedules will be issued annually for CPI</b>					
<b>1.25% Increase</b>			<b>35 Hours per Week</b>		
	<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Hourly	<b>7</b>	\$29.30	\$31.03	\$32.75	\$34.46
Annual		\$53,324.40	\$56,466.91	\$59,609.42	\$62,712.64
Hourly	<b>8</b>	\$30.67	\$32.47	\$34.30	\$36.10
Annual		\$55,818.77	\$59,098.76	\$62,418.03	\$65,698.02
Hourly	<b>9</b>	\$32.12	\$33.99	\$35.88	\$37.78
Annual		\$58,450.62	\$61,868.09	\$65,305.21	\$68,761.97
Hourly	<b>10</b>	\$33.75	\$35.73	\$37.72	\$39.69
Annual		\$61,416.36	\$65,030.24	\$68,644.12	\$72,238.36
Hourly	<b>11</b>	\$35.66	\$37.74	\$39.83	\$41.94
Annual		\$64,892.75	\$68,683.40	\$72,493.69	\$76,323.62
Hourly	<b>12</b>	\$37.76	\$39.98	\$42.20	\$44.42
Annual		\$68,722.68	\$72,768.66	\$76,795.00	\$80,840.97
Hourly	<b>13</b>	\$40.04	\$42.39	\$44.74	\$47.09
Annual		\$72,866.86	\$77,148.53	\$81,430.19	\$85,711.86
Hourly	<b>14</b>	\$42.62	\$45.11	\$47.63	\$50.14
Annual		\$77,560.98	\$82,097.98	\$86,693.89	\$91,250.53
Hourly	<b>15</b>	\$45.53	\$48.20	\$50.87	\$53.55
Annual		\$82,863.96	\$87,715.21	\$92,586.09	\$97,456.98

**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 35 hours for the week or their daily work hours exceed seven hours.

**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.

**OATH OF OFFICE AND SECRECY**

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
A Notary Public or Commissioner for Oaths  
in and for the Yukon Territory

**CITY OF WHITEHORSE**  
**BYLAW 2020-27**

A bylaw to provide for the types, rates and conditions of payments for the mayor and councillors for the 2021 to 2024 term of office

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WHEREAS section 173 of the *Municipal Act* (2002) provides that council may by bylaw establish the types, rates and conditions of payments to be made to members of council; and

WHEREAS compensation provided to council members should be:

- Sufficient to encourage competent and community-minded persons to seek the roles; and
- Reflective of the size of our community when compared with other western Canadian communities;

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

Short Title

1. This bylaw may be cited as the “***Council Remuneration Bylaw***”.

Annual Remuneration

2. The basic annual remuneration for the mayor for the 2021 to 2024 term of office shall be \$102,502.00 adjusted by the average annual Consumer Price Index for Whitehorse (CPI) for 2019, effective from November 1, 2021 to December 31, 2021 inclusive.
3. The basic annual remuneration for each councillor during the 2021 to 2024 term of office shall be \$36,901.00 adjusted by the average annual CPI for 2019, effective from November 1, 2021 to December 31, 2021 inclusive.
4. The annual remuneration shall be paid bi-weekly and, where a member of council fails for any reason to serve in the respective office for a full twelve months, the remuneration shall be pro-rated on a bi-weekly basis for the period served.

Remuneration Increases

5. Effective January 1, 2022, the base annual salary for all members of council shall be adjusted by the average annual CPI for 2020, unless that CPI is a negative amount in which case the rate of adjustment will be zero.
6. Effective January 1, 2023, the base annual salary for all members of council shall be adjusted by the average annual CPI for 2021, unless that CPI is a negative amount in which case the rate of adjustment will be zero.

## **Mayor and Council Remuneration Bylaw 2020-27**

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7. Effective January 1, 2024, the base annual salary for all members of council shall be adjusted by the average annual CPI for 2022, unless that CPI is a negative amount in which case the rate of adjustment will be zero.

### Additional Benefits for the Mayor

8. The mayor is entitled to benefits including Extended Health Care, Dental Care, Short-term Disability, Long-term Disability, Group Life Insurance, Accidental Death and Dismemberment Insurance, and the Employee Assistance Program as detailed herein:
  - (1) Premiums for Extended Health Care, Dental Care, and Group Life Insurance will be paid 90% by the employer and 10% by the mayor.
  - (2) Dental coverage includes 100% basic unlimited, 50% major restorative to a yearly maximum of \$2,500.00 per person, and 50% orthodontic to a lifetime maximum of \$1,500.00 per person.
  - (3) Group Life/Accidental Death and Dismemberment is two times the annual salary rounded up to the next highest thousand.
  - (4) Short Term Disability (Weekly Indemnity) coverage is 100% employer paid. The mayor qualifies after the third day of illness and a physician's statement is required.
  - (5) The mayor will pay 100% of the premium for Long Term Disability coverage. Payments will be based upon 65% of the first \$3,500.00 monthly earnings and 55% of the remaining monthly earnings to a maximum benefit of \$4,000.00 per month.
  - (6) The mayor is entitled to time off with pay for periods of absence of three working days or less for bona fide non-occupational illness or accident, for medical, dental and optical appointments, or an illness of a member of the mayor's immediate family.
9. The mayor is entitled to the above-noted benefits as per the Management and Management Staff Employment Bylaw, but is not entitled to any of the other benefits outlined in the bylaw. With respect to vacation time, the mayor is permitted to take paid personal leave as he or she sees fit and therefore, at the end of the mayor's term of office, there will not be any entitlement to a vacation pay-out.

### Additional Benefits for Councillors

10. Councillors are entitled to benefits including Extended Health Care, Dental Care, Weekly Accident Indemnity, Accidental Death and Dismemberment Insurance, a Childcare Allowance, and the Employee Assistance Program as detailed herein:
  - (1) Premiums for Extended Health Care and Dental Care will be paid 90% by the employer and 10% by the councillor.
  - (2) Dental coverage includes 100% basic unlimited and 50% major restorative to a yearly maximum of \$2,500.00 per person.

## **Mayor and Council Remuneration Bylaw 2020-27**

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- (3) Weekly Accident Indemnity coverage in the amount of \$300.00 per week is available to councillors injured in an accident who are gainfully employed on a full-time basis immediately before the date of injury.
- (4) Accidental Death and Dismemberment (\$100,000.00 Policy) includes 24-hour coverage.
- (5) Councillors with dependents living in their home who are younger than 13 years of age will be eligible to claim a childcare allowance for all official meetings of council. For the purposes of this bylaw:
  - (a) The childcare allowance will be set at an hourly rate equal to the established Yukon hourly minimum wage at the time the claim is made; and
  - (b) Official meetings include standing committee and regular council meetings, council and senior management meetings, training related to city business, and all local meetings, events or business functions where council or the mayor and city manager requires the attendance of council members.

### Funding for Reimbursement of Expenses

11. Each year in the annual operating budget council will identify budget dollars to fund or reimburse members of council for expenses incurred in performing their duties as members of council. The current allocation of funding is:
  - (1) Mayor's expenses      \$10,500.00
  - (2) Councillor expenses    \$28,500.00
12. Eligible expenditures for each councillor may be funded to a maximum of \$3,750.00 annually. Included in this \$3,750.00 is a \$300.00 annual allocation for miscellaneous expenses that do not require approval of the mayor and city manager or a resolution of council.
13. All costs incurred by a councillor that are in excess of his or her annual allocation will be the personal responsibility of the said councillor unless prior approval by council resolution is received authorizing the use of another councillor's unexpended allocation.
14. The \$6,000.00 balance of the council expense budget shall be used to reimburse councillors for expenses incurred when an invitation or obligation of the entire council is delegated to one or more of its members. Unless agreed otherwise by the mayor and city manager or by council resolution, where all members of council have an invitation or obligation to attend a scheduled local meeting or function and no specific council member is delegated to attend on council's behalf, no expenses shall be funded.

## **Mayor and Council Remuneration Bylaw 2020-27**

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### Expenses

15. Eligible expenses include but are not limited to mileage, air fares, registration fees, meals, and lodging. Daily stipends for councillors in accordance with section 21 of this bylaw are also considered eligible expenses.
16. For an expense to be funded it must be incurred to assist members of council in performing their duties as council members.
17. Eligible expenditures normally include costs incurred for training, travel, events, functions, promotion, and other direct out-of-pocket expenses. Eligible criteria include training related to city business and expenses related to events or functions that:
  - (1) maintain council's profile in the community;
  - (2) demonstrate council's interest in community issues;
  - (3) maintain and/or enhance council's ability to make informed decisions on community issues;
  - (4) maintain and/or enhance the skills required by individual council members to effectively serve the community;
  - (5) involve liaising with other elected officials;
  - (6) involve representing the City of Whitehorse on city business; and
  - (7) are approved by the mayor and city manager or by council resolution.
18. Prior approval of council is required for funding or reimbursement of expenses incurred in conjunction with travel by members of council outside of the City of Whitehorse.
19. Notwithstanding the provisions of section 18 of this bylaw, where a councillor is designated as a city representative to the Association of Yukon Communities and expected to attend regularly scheduled meetings that may require travel to other Yukon communities, the mayor and city manager may approve requests for funding or reimbursement of expenses incurred. In such circumstances, the councillor shall give advance notice to all members of council that he or she will be out of town for this purpose.
20. Funding or reimbursement of travel expenses for all members of council will be provided in accordance with the Travel Expenses Administrative Directive.

### Daily Stipend for Councillors

21. In addition to the annual remuneration provided for in section 3 of this bylaw, and subject to section 13 herein, councillors are eligible for a daily stipend in accordance with the provisions of this bylaw.

## **Mayor and Council Remuneration Bylaw 2020-27**

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22. The daily stipend may be claimed for periods when councillors are engaged in representing the city at a business function or event, attending non-regular meetings related to city business, or participating in training related to city business. The stipend shall be paid as follows:
- |                                                |          |
|------------------------------------------------|----------|
| (1) For periods of between one and four hours: | \$100.00 |
| (2) For periods of four hours or more          | \$150.00 |
23. No stipend shall be paid to councillors when they are:
- (1) Representing the city at a function or event, or attending a meeting or participating in training for periods of less than one hour, or
  - (2) Attending noon hour meetings of council and senior management, or
  - (3) Attending regularly scheduled standing committee and council meetings, or special council meetings; or
  - (4) Attending regularly scheduled meetings of committees to which they are appointed as a representative of council.
24. The daily stipend provided for in section 21 of this bylaw shall be paid only with respect to periods when a councillor:
- (1) Represents the city at a business function or event that is authorized or approved in advance by the mayor and city manager or by council resolution; or
  - (2) Attends a pre-scheduled but non-regular evening or weekend meeting of council and senior management, a strategic planning workshop, a legislative workshop, or a council training session; or
  - (3) Is required to be absent from the city for six or more hours for the purpose of travel to represent the city at a business function or event that has been authorized or approved in advance by the mayor and city manager or by council resolution; or
  - (4) Acts as deputy mayor when the mayor is absent.
25. Approval by the mayor and city manager for the payment of a daily stipend applies only to councillors attending local business functions or events as a representative of the city, attending non-regular local meetings related to city business, or participating in local training related to city business. All other approvals require a resolution of council.

### Remuneration for the Next Term of Council

26. Following the completion of 18 months in office, council shall review the council remuneration bylaw and establish the types, rates and conditions of payments for the mayor and councillors for the next term of council. Review of the bylaw shall be completed in time for the remuneration for the next term of council to be established by bylaw before the current council begins the final 12 months of their term of office.

## **Mayor and Council Remuneration Bylaw 2020-27**

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### Bylaw Repeal

27. Bylaw 2018-11, including all amendments thereto, shall be repealed on the date this bylaw comes into force.

### Coming into Force

28. This bylaw shall come into full force and effect on and from the 1<sup>st</sup> day of November 2021.
29. Notwithstanding section 28 of this bylaw, the mayor and councillors elected for the 2021 to 2024 term of council will be required to attend training and orientation sessions prior to being sworn in as council members. The daily stipend provisions of section 21 of this bylaw shall apply to councillors-elect attending such training or orientation sessions.
  - (1) In the event that the mayor-elect is not the incumbent, the daily stipend provisions of section 21 of this bylaw shall also apply to the mayor-elect attending such required training or orientation sessions.

**FIRST and SECOND READING:  
THIRD READING and ADOPTION:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Assistant City Clerk

# CITY OF WHITEHORSE

## BYLAW 2020-28

A bylaw to authorize the sale and transfer of land for a lot enlargement

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WHEREAS section 265 of the *Municipal Act* (R.S.Y. 2002) provides that Council may by bylaw authorize the sale and disposition of any real property; and

WHEREAS it is deemed desirable that a parcel of land located in the Takhini North neighbourhood on the south side of Carpiquet Road be sold to allow for the enlargement of the lot located at 75 Ortona Avenue;

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

1. The City of Whitehorse is hereby authorized to sell and transfer Lot 409, Plan 2015-0051 LTO, comprising a total area of approximately 127 m<sup>2</sup> in the Takhini North neighbourhood, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
2. The parcel identified in section 1 of this bylaw will be sold for the sum of \$14,605.00, representing fair market value as determined by an independent market value appraisal, to the owner of the adjacent property at 75 Ortona Avenue on the condition that the lot enlargement area shall be consolidated with Lot 101, Plan 29819 LTO.
3. The Mayor and Clerk are hereby authorized to execute on behalf of the City of Whitehorse all documentation required for the completion of the sale and transfer of ownership of the said lands in an expeditious manner.
4. This bylaw shall come into full force and effect on the final passing thereof.

**FIRST and SECOND READING:**

**THIRD READING and ADOPTION:**

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Mayor

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Assistant City Clerk



**BYLAW 2020-28**

A bylaw to authorize sale and disposition of a 127 m<sup>2</sup> parcel of land, comprising Lot 409, Plan 2015-0051 LTO.

**LEGEND**

 SUBJECT AREA

**LAND SALE AGREEMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BETWEEN:

**THE CITY OF WHITEHORSE**

(the "Vendor")

AND

**JENNIFER DAGG**

(the "Purchaser")

W H E R E A S:

A. The Vendor is the owner of property legally described as:

**Lot 409, Takhini North Subdivision, Whitehorse, Yukon,  
Plan 2015-0051 LTO**

Comprising **one hundred twenty-seven square metres**, more or less, immediately adjacent to the Purchaser's Lands, as outlined in yellow on Appendix "A" attached hereto.

(the "Property")

B. The Purchaser is the registered owner of property legally described as:

**Lot 101, Takhini North Subdivision, Whitehorse, Yukon,  
Plan 29819 LTO**

(the "Purchaser's Lands")

C. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Property.

IN CONSIDERATION OF the premises, and the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. SALE AND PURCHASE

1.1 The Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the Property on an "as is, where is" basis for the price and on the terms and conditions herein contained.

2. DEPOSIT

2.1 The sum of **One Thousand Four Hundred Sixty and 50/100 (\$1,460.50) Dollars**, being a non-refundable deposit (herein referred to as the "Deposit") on account of the Purchase Price, is hereby acknowledged by the Vendor. The Deposit shall be applied against the Purchase Price for the Property upon the Closing Date. If the Purchaser elects not to complete the transaction contemplated in this Agreement of Purchase and Sale by the Closing Date, the Deposit shall be forfeited to the Vendor.

3. PURCHASE PRICE

- 3.1 The purchase price shall be the sum of **Fourteen Thousand Six Hundred Five and 00/100 (\$14,605.00) Dollars plus Goods and Services Tax (the "Purchase Price")**, payable on the following terms, namely cash on closing, of which the Deposit shall form a part (the "Balance Due on Closing"). The Balance Due on Closing shall be paid in the form of a certified cheque, bank draft or solicitor's trust cheque.
- 3.2 The Purchaser agrees to pay for the cost of the consolidation application, legal survey and legal costs required to describe the Property to allow for the consolidation of the Property with the Purchaser's Lands.

4. COMPLETION AND TERMINATION

- 4.1 The Balance Due on Closing shall be paid and the sale shall be completed by **March 31, 2021** or such other date as agreed by the parties in writing (the "Closing Date"). In the event that the transaction is not completed on or before **March 31, 2021**, this Agreement shall terminate and be null and void.

5. POSSESSION

- 5.1 The Purchaser is to have vacant possession of the Property at 2:00 p.m. on the Closing Date.

6. ADJUSTMENTS

- 6.1 There shall be no adjustments with respect to rents, taxes, utilities, licenses, insurance and all other items normally adjusted between a vendor and a purchaser on the sale of land in the Yukon Territory. The Purchaser shall be responsible for taxes and insurance from and after the Closing Date.

7. CONDITIONS PRECEDENT

- 7.1 The Vendor's obligation to complete the sale of the Property is subject to the following conditions precedent:
- 7.1.1 The Purchaser shall own the Purchaser's Lands immediately adjacent to the Property; and
  - 7.1.2 The Purchaser shall take title to the Property and the transfer from the Vendor to the Purchaser shall be submitted for registration at the Land Titles Office prior to the Closing Date; and
  - 7.1.3 City Council agreeing to proceed with the sale of the Property by a land disposition bylaw and subdivision approval being issued by the City of Whitehorse with respect to the consolidation of the Property with the Purchaser's Lands.
- 7.2 The Purchaser acknowledges and agrees that the Vendor is under no obligation to fulfill the conditions precedent set out in paragraph 7.1.3 hereof and City Council may exercise their discretion and refuse to pass

the land disposition bylaw and the City of Whitehorse approving authority for subdivision may refuse to issue subdivision approval for consolidation.

8. CONSOLIDATION

8.1 The Purchaser agrees to consolidate the Property with the Purchaser's Lands.

9. COSTS

9.1 The Purchaser shall pay their own legal fees. The Purchaser shall pay all fees in connection with the registration of the Easement Agreement referred to in section 10.2 and the Transfer of Land. The Purchaser shall pay all survey costs to obtain any plan necessary to register the Easement Agreement referred to in section 10.2, the Transfer of Land and complete the consolidation of the Property with the Purchaser's Lands. The Purchaser agrees to pay all other costs to consolidate the Property with the Purchaser's Lands, without adjustment or credit.

10. ENCUMBRANCES

10.1 Except as provided in section 10.2, the Property shall be transferred by the Vendor free and clear of all encumbrances except restrictive covenants, reservations and exceptions in the original grant from the Crown and easements in favour of utilities and public authorities.

10.2 The Purchaser acknowledges that the Property will be subject to an Easement Agreement to be registered in favour of ATCO Electric Yukon (or such affiliated company as ATCO Electric Yukon may designate) prior to the Closing Date for an electrical pedestal in the northwesterly corner of the proposed enlargement area as shown outlined in red on Appendix 'A' attached hereto. The Purchaser further acknowledges that the Easement Agreement may contain a restriction on the construction of any fencing within this easement area.

11. RISK

11.1 Provided that the Purchaser has not constructed any improvements on the Property prior to the Closing Date, the Property will be and remain at the risk of the Vendor until 2:00 p.m. on the Closing Date. After that time, the Property and any improvements thereon will be at the risk of the Purchaser.

11.2 If, after entering into a further written agreement with the Vendor, the Purchaser has commenced construction of any improvements on the Property prior to the Closing Date, the Property and any improvements thereon will be and remain at the risk of the Purchaser until 2:00 p.m. on the Closing Date.

12. GOVERNING LAW

12.1 This Agreement shall be governed by and construed in accordance with the laws of the Yukon Territory.

13. CLOSING

13.1 Closing of the purchase and sale shall proceed to completion on the basis of reasonable undertakings settled between the Vendor and the Purchaser or the Purchaser's solicitor. Failing such agreement, tender of documents or money in the form of a certified cheque, bank draft or solicitor's trust cheque may be made at the Municipal Services Building located at 4210 4<sup>th</sup> Avenue, Whitehorse, Yukon or such other address or location as the Vendor may provide in writing to the Purchaser, on the Closing Date at the hour of 10 o'clock in the forenoon.

14. TIME OF THE ESSENCE

14.1 Time shall be of the essence hereof, and unless the balance of the cash payment is paid or such formal agreement to pay the balance as may be necessary is entered into on or before the Closing Date, the Vendor may at the Vendor's sole option, cancel this agreement, and in such event any amounts paid by the Purchaser shall be absolutely forfeited to the Vendor on account of damages, without prejudice to the Vendor's other remedies.

15. REPRESENTATIONS

15.1 There are no representations, warranties, guarantees, promises or agreements other than those contained herein, all of which contained herein will survive the completion of the sale.

16. RESIDENT OF CANADA

16.1 The Vendor warrants and represents that it is resident of Canada for the purposes of the *Income Tax Act* (Canada).

17. COUNTERPART AND FAX

17.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document. Delivery of a faxed or electronic copy of the Agreement or any amendment thereto shall be deemed to constitute sufficient delivery thereof.

18. ASSIGNMENT

18.1 This Agreement is not assignable by the Purchaser, except to a person who purchases the Purchaser's Lands immediately adjacent to the Property.

19. NUMBER AND GENDER

19.1 Wherever the singular or the masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties so require.

20. FURTHER ASSURANCES

20.1 The parties hereto shall execute such further documents and do such other things as may be necessary or desirable to give effect to the intent of this Agreement.

21. ENTIRE AGREEMENT

21.1 The provisions herein constitute the entire agreement between the parties and there are no representations or warranties, express or implied, statutory or otherwise and no agreements collateral hereto other than as expressly set forth or referred to herein.

22. AMENDMENTS

22.1 No modification, variation or amendment of any provision of this Agreement shall be made except by a written agreement and no waiver of any provision hereof shall be effective unless in writing.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

**THE CITY OF WHITEHORSE** )  
 Per: )  
 )  
 \_\_\_\_\_ )  
**Dan Curtis, Mayor** )  
 )  
 )  
 \_\_\_\_\_ )  
**Norma Felker, Assistant City Clerk** )

**OWNER:**  
 Lot 101, Takhini North Subdivision  
 City of Whitehorse, Yukon, Plan 29819 LTO

\_\_\_\_\_  
**Jennifer Dagg**

\_\_\_\_\_  
 Witness

**CITY OF WHITEHORSE**  
**BYLAW 2020-29**

A bylaw to authorize the sale and transfer of land for rear lot enlargements to three properties on Mount Sima Road.

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WHEREAS section 265 of the *Municipal Act* (R.S.Y. 2002) provides that Council may by bylaw authorize the sale and disposition of any real property; and

WHEREAS it is deemed desirable that a portion of land located in the Mount Sima Industrial Subdivision to the west of lots located on Mount Sima Road be sold to allow for lot enlargements for three adjacent properties;

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

1. The City of Whitehorse is hereby authorized to sell and transfer three portions of Lot 29, Plan 2002-0061 LTO, comprising a total area of approximately 0.881 hectares in the Mount Sima Industrial Subdivision, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
2. The three parcels will be sold at fair market value as determined by independent market value appraisal to the owners of the adjacent Lot 1-2, Plan 2013-0067 LTO and Lots 2-1 and 2-2, Plan 2012-0160 LTO, on the condition that the lot enlargement areas shall be consolidated with adjacent Lot 1-2, Plan 2013-0067 LTO and Lots 2-1 and 2-2, Plan 2012-0160 LTO.
3. The Mayor and Clerk are hereby authorized to execute on behalf of the City of Whitehorse all documentation required for the completion of the sale and transfer of ownership of the said lands in an expeditious manner.
4. This bylaw shall come into full force and effect on the final passing thereof.

**FIRST and SECOND READING:**

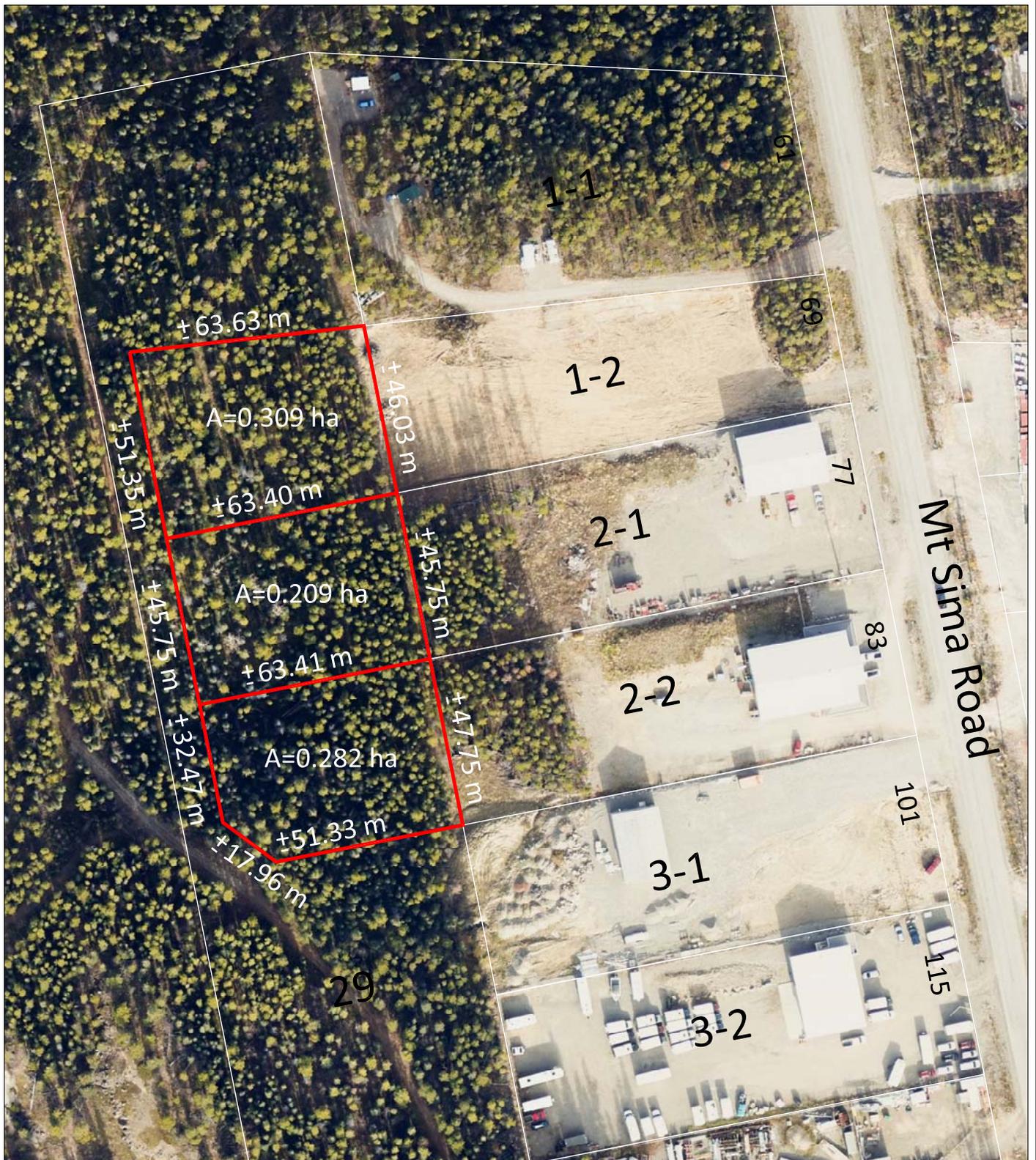
**THIRD READING and ADOPTION:**

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Mayor

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Assistant City Clerk



**BYLAW 2020-29**

A bylaw to authorize sale and disposition of a 0.881 ha parcel of land, comprising Lot 29, Plan 2002-0061 LTO.

**LEGEND**

 SUBJECT AREA

**LAND SALE AGREEMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BETWEEN:

**THE CITY OF WHITEHORSE**

(the “Vendor”)

- and -

**41299 YUKON INC.**

(the “Purchaser”)

W H E R E A S:

A. The Vendor is the owner of property legally described as:

**Lot 29, Mount Sima Subdivision, Whitehorse, Yukon, Plan 2002-0061 LTO**

(“Lot 29”)

B. The Purchaser is the registered owner of property legally described as:

**Lot 1-2, Mount Sima Subdivision, Whitehorse, Yukon, Plan 2013-0067 LTO**

(the “Purchaser’s Lands”)

C. The Vendor has agreed to sell and the Purchaser has agreed to purchase a portion of Lot 29 comprising **0.309 hectares**, more or less, immediately adjacent to the Purchaser’s Lands”, shown as “Proposed Lot B” on Appendix “A” attached hereto.

(the “Property”).

IN CONSIDERATION OF the premises, and the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. SALE AND PURCHASE

1.1 The Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the Property on an “as is, where is” basis for the price and on the terms and conditions herein contained.

2. DEPOSIT

2.1 The sum of **Four Thousand One Hundred Sixty and 00/100 (\$4,160.00) Dollars**, being a non-refundable deposit (herein referred to as the “Deposit”) on account of the Purchase Price, is hereby acknowledged by the Vendor. The Deposit shall be

applied against the Purchase Price for the Property upon the Closing Date. If the Purchaser elects not to complete the transaction contemplated in this Agreement of Purchase and Sale by the Closing Date, the Deposit shall be forfeited to the Vendor.

3. PURCHASE PRICE

3.1 The purchase price shall be the sum of **Forty-One Thousand Six Hundred and 00/100 (\$41,600.00) Dollars plus Goods and Services Tax (the "Purchase Price")**, payable on the following terms, namely cash on closing, of which the Deposit shall form a part (the "Balance Due on Closing"). The Balance Due on Closing shall be paid in the form of a certified cheque, bank draft or solicitor's trust cheque.

3.2 The Purchaser agrees to pay for the cost of the consolidation application, legal survey and legal costs required to describe the Property to allow for the consolidation of the Property with the Purchaser's Lands.

4. COMPLETION AND TERMINATION

4.1 The Balance Due on Closing shall be paid and the sale shall be completed by **April 30, 2021** or such other date as agreed by the parties in writing (the "Closing Date"). In the event that the transaction is not completed on or before **April 30, 2021**, this Agreement shall terminate and be null and void.

5. POSSESSION

5.1 The Purchaser is to have vacant possession of the Property at 2:00 p.m. on the Closing Date.

6. ADJUSTMENTS

6.1 There shall be no adjustments with respect to rents, taxes, utilities, licenses, insurance and all other items normally adjusted between a vendor and a purchaser on the sale of land in the Yukon Territory. The Purchaser shall be responsible for taxes and insurance from and after the Closing Date.

7. CONDITIONS PRECEDENT

7.1 The Vendor's obligation to complete the sale of the Property is subject to the following conditions precedent:

7.1.1 The Purchaser shall own the Purchaser's Lands immediately adjacent to the the Property; and

7.1.2 The Purchaser shall take title to the Property and the transfer from the Vendor to the Purchaser shall be submitted for registration at the Land Titles Office prior to the Closing Date; and

7.1.3 City Council agreeing to proceed with the sale of the Property by a land disposition bylaw and subdivision approval being issued by the City of Whitehorse with respect to the consolidation of the Property with the Purchaser's Lands.

7.2 The Purchaser acknowledges and agrees that the Vendor is under no obligation to fulfill the conditions precedent set out in paragraph 7.1.3 hereof and City Council may exercise their discretion and refuse to pass the land disposition bylaw and the City of Whitehorse approving authority for subdivision may refuse to issue subdivision approval for consolidation.

## 8. CONSOLIDATION

8.1 The Purchaser agrees to consolidate the Property with the Purchaser's Lands.

## 9. COSTS

9.1 The Purchaser shall pay their own legal fees. The Purchaser shall pay all fees in connection with the registration of the Transfer of Land. The Purchaser shall pay all survey costs to obtain any plan necessary to register the Transfer of Land and complete the consolidation of the Property with the Purchaser's Lands. The Purchaser agrees to pay all other costs to consolidate the Property with the Purchaser's Lands, without adjustment or credit.

## 10. ENCUMBRANCES

10.1 The Property shall be transferred by the Vendor free and clear of all encumbrances except restrictive covenants, reservations and exceptions in the original grant from the Crown and easements in favour of utilities and public authorities.

## 11. RISK

11.1 Provided that the Purchaser has not constructed any improvements on the Property prior to the Closing Date, the Property will be and remain at the risk of the Vendor until 2:00 p.m. on the Closing Date. After that time, the Property and any improvements thereon will be at the risk of the Purchaser.

11.2 If, after entering into a further written agreement with the Vendor, the Purchaser has commenced construction of any improvements on the Property prior to the Closing Date, the Property and any improvements thereon will be and remain at the risk of the Purchaser until 2:00 p.m. on the Closing Date.

## 12. GOVERNING LAW

12.1 This Agreement shall be governed by and construed in accordance with the laws of the Yukon Territory.

## 13. CLOSING

13.1 Closing of the purchase and sale shall proceed to completion on the basis of reasonable undertakings settled between the Vendor and the Purchaser or the Purchaser's solicitor. Failing such agreement, tender of documents or money in the form of a certified cheque, bank draft or solicitor's trust cheque may be made at the Municipal Services Building located at 4210 4<sup>th</sup> Avenue, Whitehorse, Yukon or such other address or location as the Vendor may provide in writing to the Purchaser, on the Closing Date at the hour of 10 o'clock in the forenoon.

14. TIME OF THE ESSENCE

14.1 Time shall be of the essence hereof, and unless the balance of the cash payment is paid or such formal agreement to pay the balance as may be necessary is entered into on or before the Closing Date, the Vendor may at the Vendor's sole option, cancel this agreement, and in such event any amounts paid by the Purchaser shall be absolutely forfeited to the Vendor on account of damages, without prejudice to the Vendor's other remedies.

15. REPRESENTATIONS

15.1 There are no representations, warranties, guarantees, promises or agreements other than those contained herein, all of which contained herein will survive the completion of the sale.

16. RESIDENT OF CANADA

16.1 The Vendor warrants and represents that it is resident of Canada for the purposes of the *Income Tax Act* (Canada).

17. COUNTERPART AND FAX

17.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document. Delivery of a faxed or electronic copy of the Agreement or any amendment thereto shall be deemed to constitute sufficient delivery thereof.

18. ASSIGNMENT

18.1 This Agreement is not assignable by the Purchaser, except to a person who purchases the Purchaser's Lands immediately adjacent to the Property.

19. NUMBER AND GENDER

19.1 Wherever the singular or the masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties so require.

20. FURTHER ASSURANCES

20.1 The parties hereto shall execute such further documents and do such other things as may be necessary or desirable to give effect to the intent of this Agreement.

21. ENTIRE AGREEMENT

21.1 The provisions herein constitute the entire agreement between the parties and there are no representations or warranties, express or implied, statutory or otherwise and no agreements collateral hereto other than as expressly set forth or referred to herein.

22. AMENDMENTS

22.1 No modification, variation or amendment of any provision of this Agreement shall be made except by a written agreement and no waiver of any provision hereof shall be effective unless in writing.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

**THE CITY OF WHITEHORSE** )  
Per: )  
 )  
 )  
 )  
\_\_\_\_\_)  
**Dan Curtis, Mayor** )  
 )  
 )  
\_\_\_\_\_)  
**Norma Felker, Assistant City Clerk** )

C/S

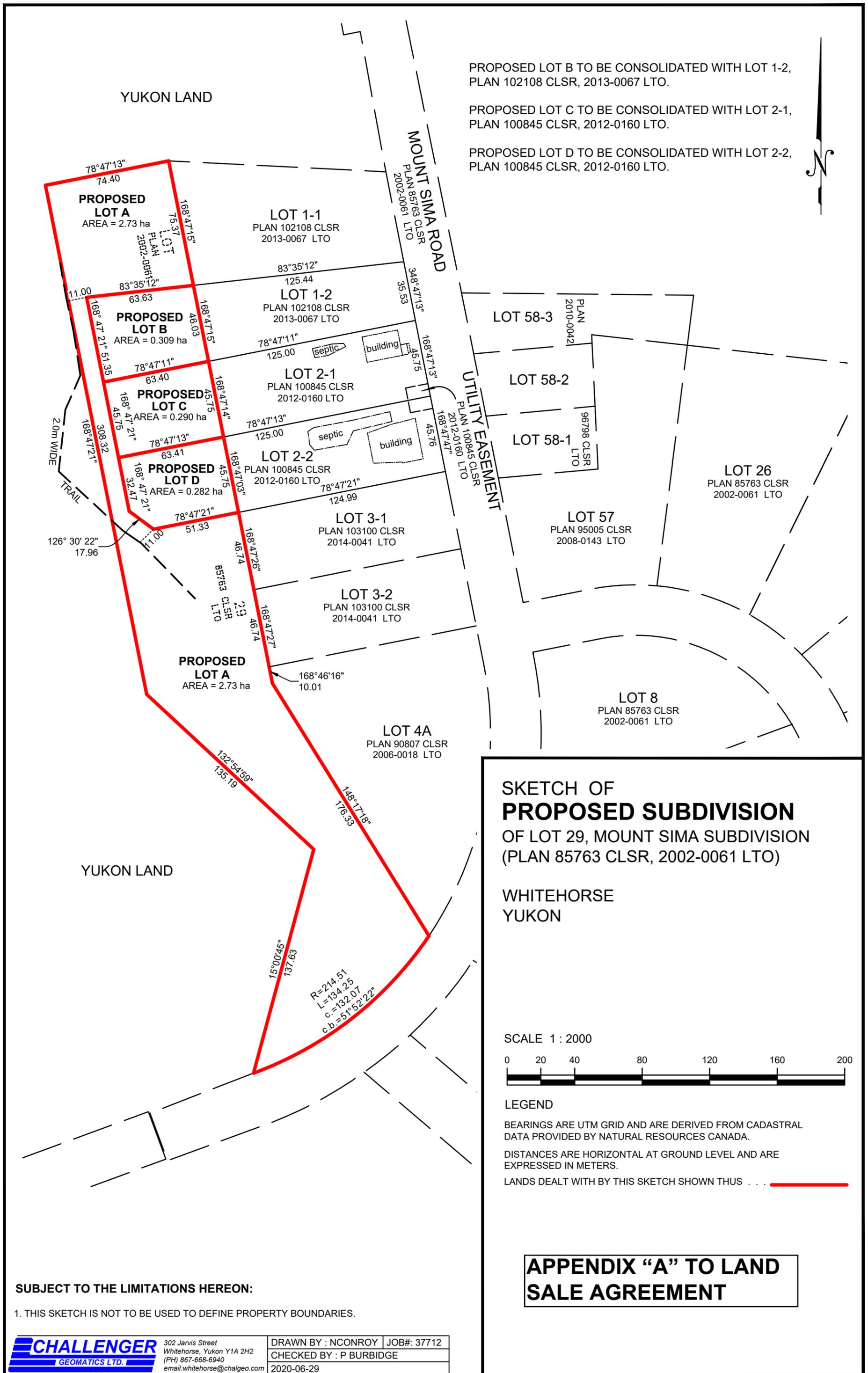
**OWNER:**  
Lot 1-2, Mount Sima Subdivision  
City of Whitehorse, Yukon, Plan 2013-0067 LTO

**41299 YUKON INC.**  
Per:

c/s

\_\_\_\_\_  
**Brian MacDougall, Authorized Signatory**

\_\_\_\_\_  
**Witness (if no corporate seal)**



PROPOSED LOT B TO BE CONSOLIDATED WITH LOT 1-2,  
PLAN 102108 CLSR, 2013-0067 LTO.

PROPOSED LOT C TO BE CONSOLIDATED WITH LOT 2-1,  
PLAN 100845 CLSR, 2012-0160 LTO.

PROPOSED LOT D TO BE CONSOLIDATED WITH LOT 2-2,  
PLAN 100845 CLSR, 2012-0160 LTO.

**SKETCH OF  
PROPOSED SUBDIVISION  
OF LOT 29, MOUNT SIMA SUBDIVISION  
(PLAN 85763 CLSR, 2002-0061 LTO)**

**WHITEHORSE  
YUKON**



**LEGEND**

BEARINGS ARE UTM GRID AND ARE DERIVED FROM CADASTRAL DATA PROVIDED BY NATURAL RESOURCES CANADA.

DISTANCES ARE HORIZONTAL AT GROUND LEVEL AND ARE EXPRESSED IN METERS.

LANDS DEALT WITH BY THIS SKETCH SHOWN THUS . . . ———

**APPENDIX "A" TO LAND  
SALE AGREEMENT**

**SUBJECT TO THE LIMITATIONS HEREON:**

1. THIS SKETCH IS NOT TO BE USED TO DEFINE PROPERTY BOUNDARIES.

	302 Jarvis Street Whitehorse, Yukon Y1A 2H2 (PH) 867-668-6940 email: whitehorse@chalgeo.com	DRAWN BY : NCONROY   JOB#: 37712
		CHECKED BY : P BURBIDGE
		2020-06-29

**LAND SALE AGREEMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BETWEEN:

**THE CITY OF WHITEHORSE**

(the “Vendor”)

- and -

**535459 YUKON INC.**

(the “Purchaser”)

W H E R E A S:

A. The Vendor is the owner of property legally described as:

**Lot 29, Mount Sima Subdivision, Whitehorse, Yukon, Plan 2002-0061 LTO**

(“Lot 29”)

B. The Purchaser is the registered owner of property legally described as:

**Lot 2-1, Mount Sima Subdivision, Whitehorse, Yukon, Plan 2012-0160 LTO**

(the “Purchaser’s Lands”)

C. The Vendor has agreed to sell and the Purchaser has agreed to purchase a portion of Lot 29 comprising **0.290 hectares**, more or less, immediately adjacent to the Purchaser’s Lands”, shown as “Proposed Lot C” on Appendix “A” attached hereto.

(the “Property”).

IN CONSIDERATION OF the premises, and the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. SALE AND PURCHASE

1.1 The Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the Property on an “as is, where is” basis for the price and on the terms and conditions herein contained.

2. DEPOSIT

2.1 The sum of **Three Thousand Nine Hundred and 00/100 (\$3,900.00) Dollars**, being a non-refundable deposit (herein referred to as the “Deposit”) on account of the Purchase Price, is hereby acknowledged by the Vendor. The Deposit shall be

applied against the Purchase Price for the Property upon the Closing Date. If the Purchaser elects not to complete the transaction contemplated in this Agreement of Purchase and Sale by the Closing Date, the Deposit shall be forfeited to the Vendor.

3. PURCHASE PRICE

3.1 The purchase price shall be the sum of **Thirty-Nine Thousand and 00/100 (\$39,000.00) Dollars plus Goods and Services Tax (the "Purchase Price")**, payable on the following terms, namely cash on closing, of which the Deposit shall form a part (the "Balance Due on Closing"). The Balance Due on Closing shall be paid in the form of a certified cheque, bank draft or solicitor's trust cheque.

3.2 The Purchaser agrees to pay for the cost of the consolidation application, legal survey and legal costs required to describe the Property to allow for the consolidation of the Property with the Purchaser's Lands.

4. COMPLETION AND TERMINATION

4.1 The Balance Due on Closing shall be paid and the sale shall be completed by **April 30, 2021** or such other date as agreed by the parties in writing (the "Closing Date"). In the event that the transaction is not completed on or before **April 30, 2021**, this Agreement shall terminate and be null and void.

5. POSSESSION

5.1 The Purchaser is to have vacant possession of the Property at 2:00 p.m. on the Closing Date.

6. ADJUSTMENTS

6.1 There shall be no adjustments with respect to rents, taxes, utilities, licenses, insurance and all other items normally adjusted between a vendor and a purchaser on the sale of land in the Yukon Territory. The Purchaser shall be responsible for taxes and insurance from and after the Closing Date.

7. CONDITIONS PRECEDENT

7.1 The Vendor's obligation to complete the sale of the Property is subject to the following conditions precedent:

7.1.1 The Purchaser shall own the Purchaser's Lands immediately adjacent to the the Property; and

7.1.2 The Purchaser shall take title to the Property and the transfer from the Vendor to the Purchaser shall be submitted for registration at the Land Titles Office prior to the Closing Date; and

7.1.3 City Council agreeing to proceed with the sale of the Property by a land disposition bylaw and subdivision approval being issued by the City of Whitehorse with respect to the consolidation of the Property with the Purchaser's Lands.

7.2 The Purchaser acknowledges and agrees that the Vendor is under no obligation to fulfill the conditions precedent set out in paragraph 7.1.3 hereof and City Council may exercise their discretion and refuse to pass the land disposition bylaw and the City of Whitehorse approving authority for subdivision may refuse to issue subdivision approval for consolidation.

## 8. CONSOLIDATION

8.1 The Purchaser agrees to consolidate the Property with the Purchaser's Lands.

## 9. COSTS

9.1 The Purchaser shall pay their own legal fees. The Purchaser shall pay all fees in connection with the registration of the Transfer of Land. The Purchaser shall pay all survey costs to obtain any plan necessary to register the Transfer of Land and complete the consolidation of the Property with the Purchaser's Lands. The Purchaser agrees to pay all other costs to consolidate the Property with the Purchaser's Lands, without adjustment or credit.

## 10. ENCUMBRANCES

10.1 The Property shall be transferred by the Vendor free and clear of all encumbrances except restrictive covenants, reservations and exceptions in the original grant from the Crown and easements in favour of utilities and public authorities.

## 11. RISK

11.1 Provided that the Purchaser has not constructed any improvements on the Property prior to the Closing Date, the Property will be and remain at the risk of the Vendor until 2:00 p.m. on the Closing Date. After that time, the Property and any improvements thereon will be at the risk of the Purchaser.

11.2 If, after entering into a further written agreement with the Vendor, the Purchaser has commenced construction of any improvements on the Property prior to the Closing Date, the Property and any improvements thereon will be and remain at the risk of the Purchaser until 2:00 p.m. on the Closing Date.

## 12. GOVERNING LAW

12.1 This Agreement shall be governed by and construed in accordance with the laws of the Yukon Territory.

## 13. CLOSING

13.1 Closing of the purchase and sale shall proceed to completion on the basis of reasonable undertakings settled between the Vendor and the Purchaser or the Purchaser's solicitor. Failing such agreement, tender of documents or money in the form of a certified cheque, bank draft or solicitor's trust cheque may be made at the Municipal Services Building located at 4210 4<sup>th</sup> Avenue, Whitehorse, Yukon or such other address or location as the Vendor may provide in writing to the Purchaser, on the Closing Date at the hour of 10 o'clock in the forenoon.

14. TIME OF THE ESSENCE

14.1 Time shall be of the essence hereof, and unless the balance of the cash payment is paid or such formal agreement to pay the balance as may be necessary is entered into on or before the Closing Date, the Vendor may at the Vendor's sole option, cancel this agreement, and in such event any amounts paid by the Purchaser shall be absolutely forfeited to the Vendor on account of damages, without prejudice to the Vendor's other remedies.

15. REPRESENTATIONS

15.1 There are no representations, warranties, guarantees, promises or agreements other than those contained herein, all of which contained herein will survive the completion of the sale.

16. RESIDENT OF CANADA

16.1 The Vendor warrants and represents that it is resident of Canada for the purposes of the *Income Tax Act* (Canada).

17. COUNTERPART AND FAX

17.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document. Delivery of a faxed or electronic copy of the Agreement or any amendment thereto shall be deemed to constitute sufficient delivery thereof.

18. ASSIGNMENT

18.1 This Agreement is not assignable by the Purchaser, except to a person who purchases the Purchaser's Lands immediately adjacent to the Property.

19. NUMBER AND GENDER

19.1 Wherever the singular or the masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties so require.

20. FURTHER ASSURANCES

20.1 The parties hereto shall execute such further documents and do such other things as may be necessary or desirable to give effect to the intent of this Agreement.

21. ENTIRE AGREEMENT

21.1 The provisions herein constitute the entire agreement between the parties and there are no representations or warranties, express or implied, statutory or otherwise and no agreements collateral hereto other than as expressly set forth or referred to herein.

22. AMENDMENTS

22.1 No modification, variation or amendment of any provision of this Agreement shall be made except by a written agreement and no waiver of any provision hereof shall be effective unless in writing.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

**THE CITY OF WHITEHORSE** )  
Per: )  
 )  
 )  
 )  
\_\_\_\_\_)  
**Dan Curtis, Mayor** )  
 )  
 )  
\_\_\_\_\_)  
**Norma Felker, Assistant City Clerk** )

C/S

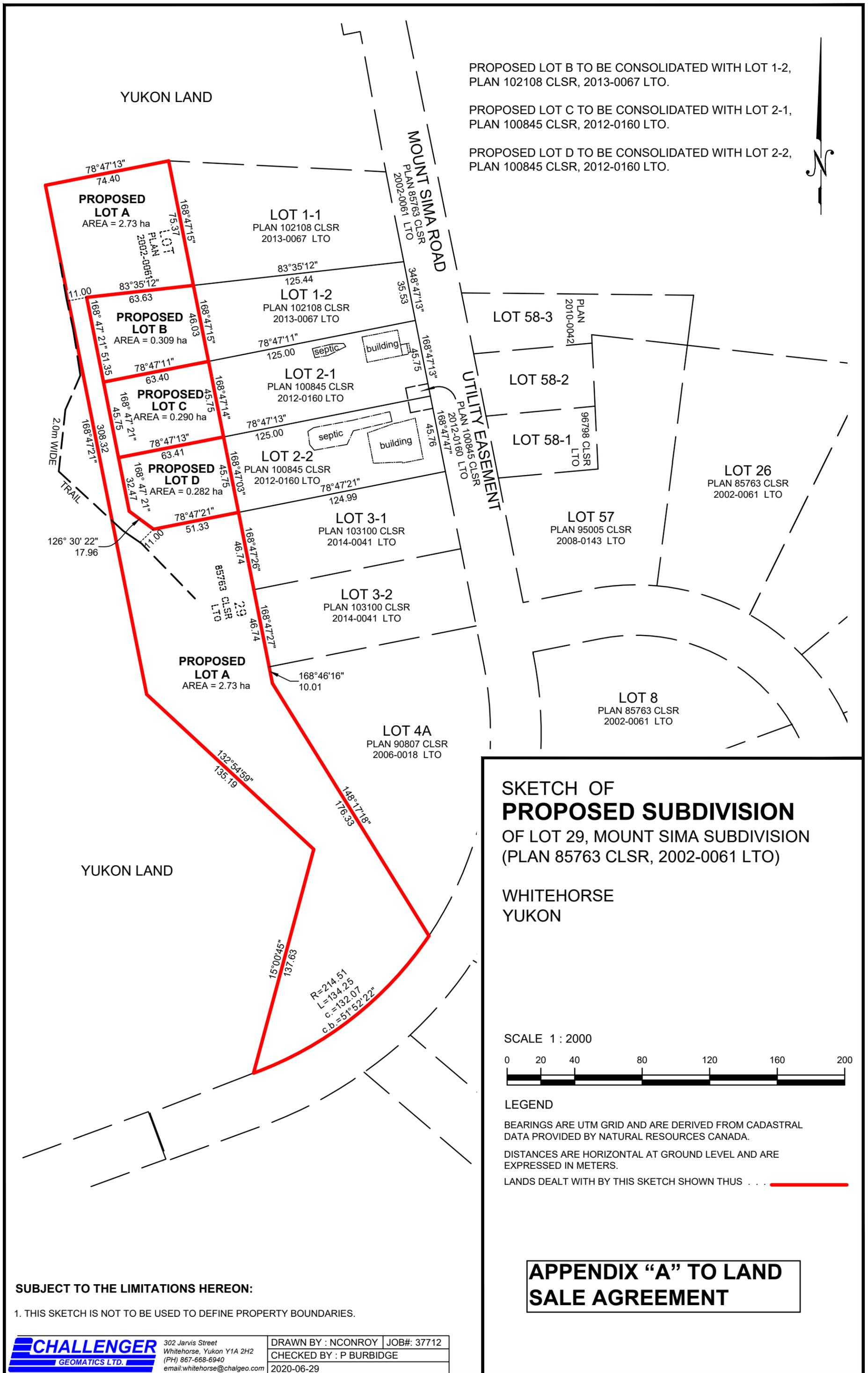
**OWNER:**  
Lot 2-1, Mount Sima Subdivision  
City of Whitehorse, Yukon, Plan 2012-0160 LTO

**535459 YUKON INC.**  
Per:

c/s

\_\_\_\_\_  
**Shawn Roulston, Authorized Signatory**

\_\_\_\_\_  
**Witness (if no corporate seal)**



PROPOSED LOT B TO BE CONSOLIDATED WITH LOT 1-2,  
PLAN 102108 CLSR, 2013-0067 LTO.

PROPOSED LOT C TO BE CONSOLIDATED WITH LOT 2-1,  
PLAN 100845 CLSR, 2012-0160 LTO.

PROPOSED LOT D TO BE CONSOLIDATED WITH LOT 2-2,  
PLAN 100845 CLSR, 2012-0160 LTO.

**SKETCH OF  
PROPOSED SUBDIVISION  
OF LOT 29, MOUNT SIMA SUBDIVISION  
(PLAN 85763 CLSR, 2002-0061 LTO)**

WHITEHORSE  
YUKON



**LEGEND**

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LANDS DEALT WITH BY THIS SKETCH SHOWN THUS . . .

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SALE AGREEMENT**

**SUBJECT TO THE LIMITATIONS HEREON:**

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	302 Jarvis Street Whitehorse, Yukon Y1A 2H2 (PH) 867-668-6940 email: whitehorse@chalgeo.com	DRAWN BY : NCONROY   JOB#: 37712
		CHECKED BY : P BURBIDGE
		2020-06-29

**LAND SALE AGREEMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BETWEEN:

**THE CITY OF WHITEHORSE**

(the “Vendor”)

- and -

**WINTERLONG BREWING CO. LTD.**

(the “Purchaser”)

W H E R E A S:

A. The Vendor is the owner of property legally described as:

**Lot 29, Mount Sima Subdivision, Whitehorse, Yukon, Plan 2002-0061 LTO**

(“Lot 29”)

B. The Purchaser is the registered owner of property legally described as:

**Lot 2-2, Mount Sima Subdivision, Whitehorse, Yukon, Plan 2012-0160 LTO**

(the “Purchaser’s Lands”)

C. The Vendor has agreed to sell and the Purchaser has agreed to purchase a portion of Lot 29 comprising **0.282 hectares**, more or less, immediately adjacent to the Purchaser’s Lands”, shown as “Proposed Lot D” on Appendix “A” attached hereto.

(the “Property”).

IN CONSIDERATION OF the premises, and the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. SALE AND PURCHASE

1.1 The Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the Property on an “as is, where is” basis for the price and on the terms and conditions herein contained.

2. DEPOSIT

2.1 The sum of **Three Thousand Seven Hundred Ninety and 00/100 (\$3,790.00) Dollars**, being a non-refundable deposit (herein referred to as the “Deposit”) on account of the Purchase Price, is hereby acknowledged by the Vendor. The Deposit

shall be applied against the Purchase Price for the Property upon the Closing Date. If the Purchaser elects not to complete the transaction contemplated in this Agreement of Purchase and Sale by the Closing Date, the Deposit shall be forfeited to the Vendor.

3. PURCHASE PRICE

3.1 The purchase price shall be the sum of **Thirty-Seven Thousand Nine Hundred and 00/100 (\$37,900.00) Dollars plus Goods and Services Tax (the “Purchase Price”)**, payable on the following terms, namely cash on closing, of which the Deposit shall form a part (the “Balance Due on Closing”). The Balance Due on Closing shall be paid in the form of a certified cheque, bank draft or solicitor's trust cheque.

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5. POSSESSION

5.1 The Purchaser is to have vacant possession of the Property at 2:00 p.m. on the Closing Date.

6. ADJUSTMENTS

6.1 There shall be no adjustments with respect to rents, taxes, utilities, licenses, insurance and all other items normally adjusted between a vendor and a purchaser on the sale of land in the Yukon Territory. The Purchaser shall be responsible for taxes and insurance from and after the Closing Date.

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- 7.2 The Purchaser acknowledges and agrees that the Vendor is under no obligation to fulfill the conditions precedent set out in paragraph 7.1.3 hereof and City Council may exercise their discretion and refuse to pass the land disposition bylaw and the City of Whitehorse approving authority for subdivision may refuse to issue subdivision approval for consolidation.

## 8. CONSOLIDATION

- 8.1 The Purchaser agrees to consolidate the Property with the Purchaser's Lands.

## 9. COSTS

- 9.1 The Purchaser shall pay their own legal fees. The Purchaser shall pay all fees in connection with the registration of the Transfer of Land. The Purchaser shall pay all survey costs to obtain any plan necessary to register the Transfer of Land and complete the consolidation of the Property with the Purchaser's Lands. The Purchaser agrees to pay all other costs to consolidate the Property with the Purchaser's Lands, without adjustment or credit.

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Municipal Services Building located at 4210 4<sup>th</sup> Avenue, Whitehorse, Yukon or such other address or location as the Vendor may provide in writing to the Purchaser, on the Closing Date at the hour of 10 o'clock in the forenoon.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

**THE CITY OF WHITEHORSE** )  
Per: )  
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\_\_\_\_\_)  
**Dan Curtis, Mayor** )  
 )  
 )  
\_\_\_\_\_)  
**Norma Felker, Assistant City Clerk** )

C/S

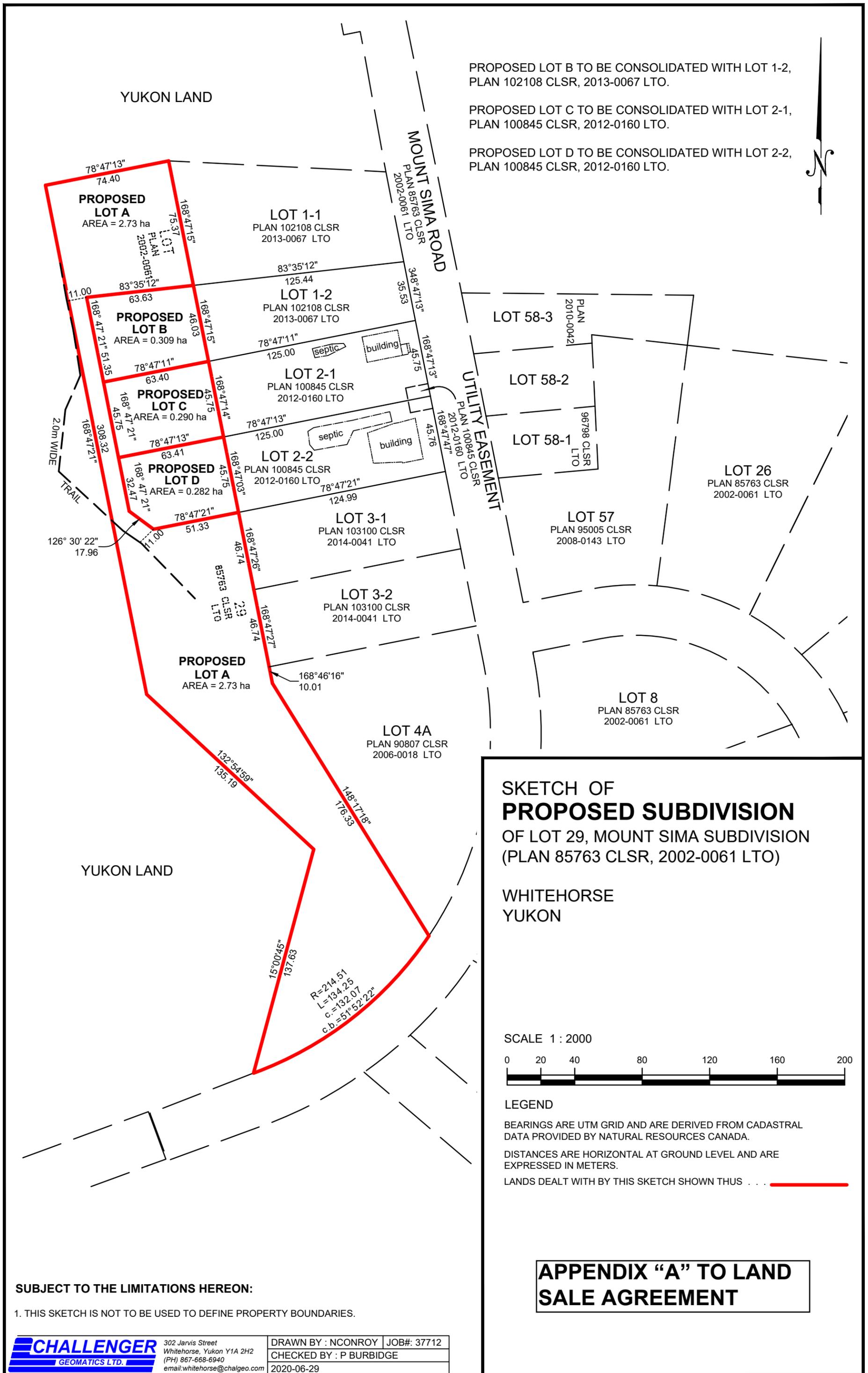
**OWNER:**  
Lot 2-1, Mount Sima Subdivision  
City of Whitehorse, Yukon, Plan 2012-0160 LTO

**535459 YUKON INC.**  
Per:

c/s

\_\_\_\_\_  
**Shawn Roulston, Authorized Signatory**

\_\_\_\_\_  
**Witness (if no corporate seal)**



PROPOSED LOT B TO BE CONSOLIDATED WITH LOT 1-2,  
PLAN 102108 CLSR, 2013-0067 LTO.

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PLAN 100845 CLSR, 2012-0160 LTO.

PROPOSED LOT D TO BE CONSOLIDATED WITH LOT 2-2,  
PLAN 100845 CLSR, 2012-0160 LTO.

**SKETCH OF  
PROPOSED SUBDIVISION  
OF LOT 29, MOUNT SIMA SUBDIVISION  
(PLAN 85763 CLSR, 2002-0061 LTO)**

**WHITEHORSE  
YUKON**



**LEGEND**

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	302 Jarvis Street Whitehorse, Yukon Y1A 2H2 (PH) 867-668-6940 email: whitehorse@chalgeo.com	DRAWN BY : NCONROY   JOB#: 37712
		CHECKED BY : P BURBIDGE
		2020-06-29

**CITY OF WHITEHORSE**

**BYLAW 2020-32**

A bylaw to amend Fees and Charges Bylaw 2014-36

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

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

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

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

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

**FIRST and SECOND READING:**

**THIRD READING and ADOPTION:**

---

Mayor

---

Assistant City Clerk

## **CITY OF WHITEHORSE**

### **BYLAW 2020-32**

#### **Explanatory Notes:**

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

The proposed changes are highlighted and include amendments to fee descriptions to provide clarity as well as increases to certain fees for Fire Services.

- Amend fee descriptions of False Alarm 1st Response within 12 months, False Alarm 2nd Response within 12 months, and False Alarm 3rd and Subsequent Responses within 12 months.
- Increase the fee for False Alarm 3rd and Subsequent Responses within 12 months to offset the projected increase in operating costs.

FEE DESCRIPTION			Bylaw 2020-20		Bylaw 2020-32		Final Fee if GST Applicable + 5% GST	UNITS
			Approved Fee	Date Fee Effective	Approved Fee	Date Fee Effective		
			Burning	Burning	open burning for land clearing purposes	110.00	23-Feb-09	110.00
Burning	Burning-open burning for other than land clearing purposes	1 week (7 day) permit)	22.00	23-Feb-09	22.00	23-Feb-09		each
Burning	Burning-open burning for other than land clearing purposes-seasonal permit	October 1 to March 31	110.00	23-Feb-09	110.00	23-Feb-09		per season
Confined Space	Confined Space Rescues	standard 3rd (third) party billing rates for staff & equipment plus \$500.00 for materials used	actual + 500.00	27-Jan-03	actual + 500.00	27-Jan-03		each event
Explosives	Explosives Storage for construction purposes		100.00	28-Jan-02	100.00	28-Jan-02	105.00	each
High Hazard Fireworks Display	Fireworks Permit	for non-City organized events fee + fire protection if needed	250.00	1-Jan-12	250.00	1-Jan-12		each
Occupancy Load	Determine Occupancy Load	determine the occupancy load for any space	150.00 + 100/hr after the first 2 hours	1-Apr-20	150.00 + 100/hr after the first 2 hours	1-Apr-20	+ GST	each event
Safety Plan	Review of New Fire Safety Plan	Fee includes cost recovery for applicable wages and benefits	actual + 100	1-Jul-18	actual + 100	1-Jul-18	+ GST	each
Safety Plan	Update of Fire Safety Plan	Review of an updated fire safety plan	50.00	1-Jan-12	50.00	1-Jan-12	52.50	
False Alarm Response	<del>Third response and Subsequent ones within a Calendar year</del> 3rd and Subsequent Responses within 12 months	<del>Repeated</del> False alarms due to vandalism, defective alarm systems or equipment, or negligence of building owner or, tenant or contractor	<del>250.00</del>	1-Jan-12	500.00	1-Oct-20		each
Admin	File search/Letter	Information request including inspection or investigation reports provided to any person, insurance company or government agency required to prepare by the Fire Department based on the approval of the Fire Chief, Deputy Fire Chief, or Prevention Officer.	5 per page+ 100 admin+Postage	1-Apr-20	5 per page+ 100 admin+Postage	1-Apr-20	+ GST	Per Request
Response	Per Unit responding plus actual cost of incident mitigation, disposal and lost or damage to equipment		actual + 250	1-Jul-18	actual + 250	1-Jul-18		unit/hour+
Investigation	Fire or Incident Investigation	Investigation into fire or accident causation factors or any investigation where public safety from fire or accident needs to be determined. Fees will also be levied where ancillary agents are used for investigation purposes including towing, security, storage, specialized photographic or other evidentiary services. travel, accommodation, and other required services.	actual + 100	1-Jul-18	actual + 100	1-Jul-18		each
Inspection	Compliance Re-inspection Fee		200.00	1-Jan-12	200.00	1-Jan-12		each
Inspection	Inspection Required for Licensing and Permitting	Daycares or Child Care centers	50.00	1-Jul-18	50.00	1-Jul-18		each
Inspection	Licensing Inspection	inspecting a premise for purpose of obtaining a liquor license	100.00	1-Jan-12	100.00	1-Jan-12		yearly
Inspection	Special Event Inspection	If no occupancy load calculation is required	100.00	1-Jan-12	100.00	1-Jan-12		each
Stand-By	Confined Space	On Site Stand-By. Fee includes cost recovery for applicable wages, benefits and lost or damaged equipment	actual + \$500	1-Jul-18	actual + \$500	1-Jul-18		each
Technical Rescue	Technical Rescue response beyond City of Whitehorse limits	Cost recovery for wages, benefits and any loss or damage to fire department equipment	Actual Cost	1-Jul-13	Actual Cost	1-Jul-13		each

FEE DESCRIPTION	Bylaw 2020-20		Bylaw 2020-32		Final Fee if	UNITS
	Approved Fee	Date Fee Effective	Approved Fee	Date Fee Effective	GST Applicable + 5% GST	
<del>First Response</del> False Alarm <del>Response</del> 1st Response within 12 months	No charge	1-Apr-20	No charge	1-Oct-20		each
<del>Second Response within a Calendar year</del> False Alarm <del>Response</del> 2nd Response within 12 months	200.00	1-Apr-20	200.00	1-Oct-20		each