

# **CITY OF WHITEHORSE – STANDING COMMITTEES**

Monday, November 20, 2023 – 5:30 p.m.

Council Chambers, City Hall

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## **CALL TO ORDER**

## **ADOPTION OF AGENDA**

**PROCLAMATIONS**            Transgender Day of Remembrance (November 20)  
16 Days of Activism Against Gender-based Violence  
(November 25 – December 10)

**DELEGATIONS**            John McCleod, Yukoners Concerned – Gladiator Metal's  
Drilling Program in Cowley Creek  
Angela Sabo, Yukoners Concerned – Dangers of Radon  
Brenda Morrison – Traffic in New Whistlebend Areas

## **DEVELOPMENT SERVICES COMMITTEE**

1. New Business

## **CITY OPERATIONS COMMITTEE**

1. New Business

## **COMMUNITY SERVICES COMMITTEE**

1. 2026 Arctic Winter Games Hosting Agreement
2. New Business

## **PUBLIC HEALTH AND SAFETY COMMITTEE**

1. Food for Fines Program
2. New Business

## **CORPORATE SERVICES COMMITTEE**

1. Capital Budget Variance Reporting (3<sup>rd</sup> Quarter)
2. Operating Budget Variance Reporting (3<sup>rd</sup> Quarter) – For Information Only
3. Environmental Grant Allocations
4. Management and Confidential Exclusion Employment Bylaw
5. New Business

## **CITY PLANNING COMMITTEE**

1. Public Hearing Report – Zoning Amendment – Range Point Joint Master Plan
2. New Business



## **PROCLAMATION**

### **TRANSGENDER DAY OF REMEMBRANCE**

**November 20, 2023**

**WHEREAS** Transgender Day of Remembrance honours the memory of the transgender, two-spirit, and non-binary people whose lives were lost to transphobic violence; and

**WHEREAS** the City of Whitehorse stands for diversity, inclusion, and respect for all its residents and acknowledges the countless contributions to our community from transgender individuals who deserve a life free from discrimination, violence, and hatred; and

**WHEREAS** it is necessary that we come together as a community to stand in solidarity with our transgender neighbours to create a city that embraces, supports, and protects every resident, regardless of their gender identity;

**NOW, THEREFORE I, Mayor Laura Cabott**, do hereby proclaim November 20, 2023 to be Transgender Day of Remembrance in the city of Whitehorse.

Laura Cabott  
Mayor



## **PROCLAMATION**

### **16 DAYS OF ACTIVISM AGAINST GENDER-BASED VIOLENCE**

**November 25 – December 10**

**WHEREAS** from November 25 to December 10, which is the 16 Days of Activism against Gender-Based Violence Campaign and a time to promote action to end violence against women and girls around the world; and

**WHEREAS** the City of Whitehorse recognizes all levels of violence are unacceptable and the elimination of violence against women and girls must be a priority; and

**WHEREAS** the theme for this year's campaign is "Listen. Learn. Act.," which calls us to *listen* to survivors and reputable experts, *learn* how to spot and prevent gender-based violence, and *act* on the information gained and apply it to our daily lives;

**NOW THEREFORE I, Mayor Laura Cabott**, do hereby proclaim November 25th to December 10th to be the 16 Days of Activism Against Gender-Based Violence in the city of Whitehorse.

Laura Cabott  
Mayor

**CITY OF WHITEHORSE**  
**DEVELOPMENT SERVICES COMMITTEE**  
Council Chambers, City Hall



**Chair:** Dan Boyd

**Vice-Chair:** Mellisa Murray

November 20, 2023

Meeting #2023-21

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1. New Business

**CITY OF WHITEHORSE**  
**CITY OPERATIONS COMMITTEE**  
Council Chambers, City Hall



**Chair:** Jocelyn Curteanu

**Vice-Chair:** Michelle Friesen

November 20, 2023

Meeting #2023-21

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1. New Business

**CITY OF WHITEHORSE**  
**COMMUNITY SERVICES COMMITTEE**  
**Council Chambers, City Hall**



**Chair:** Kirk Cameron

**Vice-Chair:** Ted Laking

November 20, 2023

Meeting #2023-21

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1. Arctic Winter Games Hosting Agreement  
Presented by Krista Mroz, Director of Community Services
  2. New Business

## ADMINISTRATIVE REPORT

<b>TO:</b> Community Services Committee
<b>FROM:</b> Administration
<b>DATE:</b> November 20, 2023
<b>RE:</b> 2026 Arctic Winter Games Hosting Agreement

### ISSUE

Authorization for the Mayor to sign the 2026 Arctic Winter Games Hosting Agreement (the Agreement).

### REFERENCE

- 2026 Arctic Winter Games Hosting Agreement

### HISTORY

The Arctic Winter Games (the Games) is a high-profile circumpolar youth multi-sport competition for northern and arctic athletes that provides an opportunity to strengthen sport development, build partnerships, and highlight the culture and values of northern regions around the world. The community benefits of hosting the Games in Whitehorse are well known and seen as beneficial for building volunteer capacity, community pride, and the economy.

In July 2023, Council authorized Administration to enter into negotiations with the Arctic Winter Games International Committee (AWGIC) to host the 2026 Arctic Winter Games and to begin the process of forming a Host Society to deliver the Games. The Host Society was established earlier this fall following Council's appointment of Tracey Bilsky as President, and negotiations recently concluded, resulting in the draft Arctic Winter Games Hosting Agreement.

The role of the Host Society is to stage the Games, and take on responsibilities such as developing a budget, securing sponsorships, coordinating logistics and transportation, and selecting sports and cultural events. The AWGIC ensures that the Games are staged in accordance with its policies and procedures; providing oversight, direction, and support to the Host Society during planning phases to ensure compliance in their delivery.

### ALTERNATIVES

1. Authorize the Mayor to sign the Arctic Winter Games Hosting Agreement; or
2. Refer the matter back to Administration for further consideration.

### ANALYSIS

The Agreement highlights the commitment between the City of Whitehorse, AWGIC, and the 2026 Arctic Winter Games Host Society to host the Games, and outlines a standard set of conditions that the parties agree to uphold, including; board representation, financial accountability, meeting schedules, venues & facilities, record

keeping, graphic standards, cultural and ceremonial components, and sport selection. These are key elements in the delivery of the Games, and further detailed in the various planning documents utilized by the Host Society in preparing for the Games.

Signing the agreement initiates the formal undertaking of the 2026 Arctic Winter Games planning process. A formal signing event is being planned for mid-December.

**ADMINISTRATIVE RECOMMENDATION**

THAT Council authorize the Mayor to sign the Arctic Winter Games Hosting Agreement with the AWGIC and the 2026 Arctic Winter Games Host Society.



# ARCTIC WINTER GAMES HOSTING AGREEMENT

(“Agreement”)

BETWEEN:

**THE ARCTIC WINTER GAMES INTERNATIONAL COMMITTEE**, a body corporate, incorporated under the laws of Canada and registered in the State of Alaska in the United States of America, the Province of Alberta, the home rule Government of Greenland, the Northwest Territories, the Yukon, and Nunavut and having an address at 4061 4<sup>th</sup> Avenue, Whitehorse, YT Y1A 1H1

(“Committee”)

AND:

**CITY OF WHITEHORSE**, a municipal body incorporated under the laws of the Yukon and having an address at 2121 - 2<sup>nd</sup> Avenue, Whitehorse, YT Y1A 1C2

(“Municipality”)

AND:

**WHITEHORSE 2026 ARCTIC WINTER GAMES HOST SOCIETY (INC. NO. 841567)**, a society incorporated under the laws of the Yukon and having the current address at 4061 4<sup>th</sup> Avenue, Whitehorse, YT Y1A 1H1

(the “Host Society”)

WHEREAS:

- A. The Committee is the registered copyright holder of the name “Arctic Winter Games”; the Arctic Winter Games Symbol and the Arctic Winter Games medal design, and is the permanent governing and rights holder of the Arctic Winter Games;
- B. The Municipality submitted a letter of interest on or about July 18, 2023 with a certified copy of Council Resolution, 2023-13-03, formally approved by Council on July 10, 2023 to the Minister of Community Services to stage the 2026 Arctic Winter Games in the City of Whitehorse (the “**Municipality’s Letter of Interest**”);
- C. The Committee has, subject to the parties entering into this Agreement, approved the Municipality’s Letter of Interest to stage the 2026 Arctic Winter Games; and
- D. The Committee recognizes and acknowledges that the Host Society is relying upon the Government of Yukon and the Government of Canada for a portion of the proposed revenues set forth in the Municipality’s Letter of Interest presented to the Committee;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and agreements hereinafter contained, and subject to the conditions contained herein, the parties hereto agree with each other as follows:

1. The Committee hereby awards the staging of the 2026 Arctic Winter Games to the City of Whitehorse to host the Games, same to be held during the month of March 2026 on dates to be more precisely set after further discussion between the parties, and the Games to be staged in accordance with the policies and procedures set out in the Arctic Winter Games Staging Manual as approved and as amended from time to time by the Committee and published on the Committee website at [Arctic Winter Games International Committee](#) (the “**Staging Manual**”).
2. The Municipality has caused to be formed the Host Society which shall bear full responsibility for managing and staging the 2026 Arctic Winter Games. For the purpose of giving effect to the terms and conditions contained herein, the Municipality agrees to enter into a formal agreement with the Host Society either by written agreement or bylaw, and the agreement or bylaw shall contain a provision binding the Host Society to abide by the terms contained in this Agreement. Such agreement, or bylaw, shall also provide for the right of the Municipality to override the decisions of the Host Society, if necessary, in the best interests for the conduct of the 2026 Arctic Winter Games. The Host Society agrees to provide a copy of the agreement or bylaw to the Committee.
3. The Host Society shall specify in the constating documents that the Board of Directors for the Host Society (the “**Board of Directors**”) shall include at least one (1) member who is either the Chief Administrative Officer, or another individual designated by Municipal Council. At least one (1) member of the International Committee and/or designee, resident of the Yukon, shall be an ex-officio member of the Board of Directors of the Host Society. Representation from Government of Yukon, Sport & Recreation Branch and Tourism & Culture Branch as well as local First Nations is highly recommended. The Host Society shall also appoint a Chief Executive Officer (“**CEO**”) or General Manager (“**General Manager**”) as part of the executive of the Host Society.
4. The Host Society shall specify in the constating documents that two (2) directors of the Committee shall be ex officio non-voting members of the Board of Directors of the Host Society, and shall be given notice of all meetings and access to regular communications between the CEO/General Manager and the Board of Directors of the Host Society.
5. The Host Society shall be solely responsible for obtaining adequate funds and donations of services, materials and equipment to meet the budget forming part of the Municipality’s Letter of Interest.
6. The Host Society shall stage as part of the 2026 Arctic Winter Games, a program, acceptable to the parties, which will include cultural events, exhibitions, social events, and sporting events and shall present progress reports on this program to the Committee as indicated in writing by the President of the Committee from time to time. The Host Society agrees to adhere to the hosting guidelines as outlined in the Staging Manual.

7. For the duration of its operations, the Host Society shall provide to the President of the Committee, on at least a quarterly basis, copies of current financial reports including balance sheets, revenue and expense statements, budget forecasts and variance reports.
8. For the duration of its operations, the Host Society shall report in writing to the President of the Committee at least quarterly, unless otherwise indicated in writing by the President of the Committee, as to its activities and problems experienced. Further the Host Society shall answer to any specific inquiries addressed to it by the Committee, so that the Committee will be sufficiently informed as to the Host Society's progress and in a position to offer assistance where required.
9. The Host Society shall agree to meet with the Directors of the Committee at their request. In particular, it is anticipated that meetings will be convened during the Spring of 2024, the Fall of 2024, the Spring of 2025 (M1), the Fall of 2025 (M2) and in January, 2026. At the Spring (M1) and Fall (M2) meetings, the Committee will formally receive verbal and written reports from Host Society personnel including the CEO/General Manager, Sport Manager, Cultural Coordinator, and Sport Committee Chairs as requested by the Committee. The Committee may, in its discretion, decide not to convene certain anticipated meetings or alternately to delegate a sub-committee to meet with the Host Society.
10. The Host Society CEO/General Manager, Sport Manager, and other appropriate personnel (either volunteer or staff) shall meet with the Chefs de Mission and Committee Technical Director (the "**Technical Director**") at any meetings, including teleconference and/or video conference meetings, scheduled in advance of the Games by the Technical Director or designate and shall attend all meetings convened by the Technical Director or designate during each day of the Games.
11. The Host Society CEO/General Manager, Cultural Coordinator, and other appropriate personnel shall meet with the Committee's Cultural Program Director and Chefs de Mission or their representatives at all meetings, including teleconference and/or video conference meetings, scheduled in advance of the Games and shall attend all meetings scheduled by the Committee Cultural Representative or designate during the days that the 2026 Arctic Winter Games are staged (the "**Games Week**").
12. The CEO/General Manager of the Host Society or their designate which will be responsible for directing, managing and coordinating the Games during Games Week shall include in its meetings and meet with the Committee's ex-officio members as referred to in paragraph 4 for the purpose of enhancing overall communications between the two organizations.
13. The Host Society shall keep minutes of all executive meetings and of any general meetings of its membership. Although these minutes need not be verbatim, they shall be of sufficient detail so as to disclose the tenor of discussions on agenda items and not merely a record of the motions and resolutions presented at a given meeting.
14. The Host Society shall provide copies of the minutes of all meetings to the President of the Committee.

15. The Host Society shall establish proper liaison with the Committee, and specifically with any directors of the Committee designated by it to oversee specific functions. Further the Host Society shall ensure that liaison is established with the next city/region hosting the 2028 Arctic Winter Games.
16. The Host Society CEO/General Manager and such other representatives of the Municipality and Host Society, as it deems appropriate, to the Arctic Winter Games in Mat-Su Borough, Alaska to be staged in March, 2024 for the purpose of observing and studying the manner in which the Arctic Winter Games are staged.
17. The Host Society shall ensure that adequate facilities, in the opinion of the Committee, shall be provided for staging of all sports, awards presentations, ceremonies and cultural events and for the accommodation and dining of participants as are required. Without limiting the generality of the foregoing, the Host Society shall take all necessary steps to ensure that all necessary educational, government or privately owned or operated facilities and equipment are obtained or made available for the 2026 Arctic Winter Games. It is specifically understood that the Committee shall have final approval for all proposed sporting and cultural venues and such approval shall be based on the specifications set out in the Staging Manual.
18. Without limiting the generality of the foregoing, the Host Society shall ensure that sufficient accommodation of acceptable standards in the opinion of the Committee in accordance with the requirements of the Staging Manual shall be available to house the athletes, cultural participants, coaches, officials and guests of the 2026 Arctic Winter Games.
19. The Host Society shall ensure that an adequate ticket or pass system and an adequate transportation system are established with a view to providing the athletes, cultural participants, coaches and officials:
  - a. Free access to all sports and cultural venues;
  - b. Free transportation from residences to all venues at the Games sites and return to the residences.
20. The Host Society shall maintain adequate records of its business affairs and shall ensure that official and accurate sport records are maintained for the 2026 Arctic Winter Games; and they shall turn over to the Committee within thirty (30) days of the conclusion of the 2026 Arctic Winter Games such of their promotional material, computerized registration and results program, business and sport records as the Committee may require.
21. The Host Society shall use an accounting system as described in the Staging Manual and approved by the Committee.
22. The Host Society shall account to the Committee in accordance with generally accepted accounting principles for all revenues and expenses within one hundred eighty (180) days of the conclusion of the 2026 Arctic Winter Games.

23. The Host Society shall ensure that the 2026 Arctic Winter Games are staged in a dignified manner, and shall prevent any undue commercial or political exploitation thereof, and shall forthwith inform the Committee of any commercial or political exploitation thereof, or unauthorized reproduction of the name “Arctic Winter Games,” the Arctic Winter Games symbol, the Arctic Winter Games Ulu medal, the Committee flag design or other Arctic Winter Games properties. “Undue commercial or political exploitation” means the promotion or claimed sponsorship of the Arctic Winter Games by entities who have not entered into sponsorship or formal agreements regarding the Games. The Host Society shall also ensure that the requirements included in the Committee - Graphic Design Guidelines and Arctic Winter Games Symbol Policy and the Committee Corporate Sponsorship Policy are adhered to. The Host Society shall not register a host logo and will have the ability to enforce protection of the symbol and name in conjunction with the “Arctic Winter Games” logo registrations.
24. The Arctic Winter Games Committee logo shall be the sole logo of the Games. The Host Society can choose to add the location (name of City/ Territory) and year of the Games to the Arctic Winter Games logo. It is agreed and understood that Arctic Winter Games logo and name are the property of the Committee. For further clarification, the Arctic Winter Games logo is to be used on its own or in connection with the name of the Municipality, in all public relations and related programs for the 2026 Arctic Winter Games. This includes but is not exclusive to:
  - a. All print materials such as ticket guides, order forms, posters;
  - b. All print advertisements;
  - c. All television advertisements;
  - d. All billboard, banner and transit “super board” advertisements on the official 2026 Arctic Winter Games web site;
  - e. Venue signage;
  - f. All clothing and merchandise associated with the 2026 Arctic Winter Games; and
  - g. Souvenir programs, spectator’s guide, manuals and information guides for athletes, officials, and technicians etc.
25. The Host Society shall be responsible for supplying a theme song (and slogan if they so choose) for the 2026 Arctic Winter Games. The theme song may not be licensed for use at any other event without the express written permission of the Host Society and the Committee. All rights to the theme song will be the property of the Host Society and those rights shall be assigned in full to the Committee no later than December 31 following the 2026 Arctic Winter Games.
26. The 2026 Arctic Winter Games shall be operated as an independent event, so that it shall not be staged in relation to, as a part of, or together with, a fair, exhibition, carnival or other similar event, except with the prior written approval of the Committee. The Municipality

agrees that it will use its best efforts not to authorize the use of any of the designated Games Week properties (i.e., Canada Games Centre, Takhini Arena, Shipyards Park) or portion(s) thereof, to be assigned at a later date, for other major events to be held at the same time as are the 2026 Arctic Winter Games.

27. The Host Society will use its best efforts to ensure that no territorial, regional or national championship in any sport, shall be held concurrently with the 2026 Arctic Winter Games in the Municipality. The Host Society shall use best efforts to ensure that no championship or other sport event other than the 2026 Arctic Winter Games shall be staged within or near the Municipality area during the Games Week, except with the prior written approval of the Committee. The Host Society shall take all reasonable steps to prevent private organizations from conducting any such events during the Games Week.
28. The Host Society shall ensure that all necessary personnel and logistical support are provided for the installation and operation of equipment used in sport competition and other events associated with the 2026 Arctic Winter Games.
29. The Committee shall provide sufficient gold, silver, and bronze Arctic Winter Games medals to the Host Society for awards in all of the sports listed in the technical package and may, in its discretion, provide medals for coaches, officials, and mission staff. The Committee shall submit an invoice for the cost of all medals to the Host Society, which shall be responsible for payment of same.
30. The Host Society shall ensure that there are adequate catering facilities to a standard acceptable to the Committee for feeding the athletes, cultural participants, coaches, officials, mission staff, the Committee and designated guests (*see clause 35*) taking part in the 2026 Arctic Winter Games. Specifically, the Host Society shall make available a selection of a minimum of two (2) entrees at each evening meal and further specifically shall provide the Committee with a proposed menu, for approval in accordance with the Staging Manual, not later than one (1) year prior to the opening of the 2026 Arctic Winter Games.
31. The Municipality and the Committee acknowledge the importance to the 2026 Arctic Winter Games of the opening and closing ceremonies, and the Host Society agrees to conduct the said ceremonies in accordance with the directions set forth in the attached Schedule A.
32. The Host Society agrees that there shall be one opening ceremony hosted in one location for all participants and one closing ceremony hosted in one location for all participants.
33. The Host Society agrees to create one or more committees responsible for staging the opening and closing ceremonies, and that at least one of the directors of the Committee shall be included as a member of the committee or each of the committees, so created.
34. The Host Society shall ensure that each sport venue and other places associated with the Games are decorated and identified with flags, banners and signs, in accordance with the Staging Manual, and shall attempt to have at every sporting venue a public address

announcer who can introduce the competitors, announce results and make other public service announcements.

35. With respect to Special Guests, the Host Society agrees to do the following:
  - a. Make registration for Special Guests at a convenient location, namely, the hotel where most visiting Special Guests will be staying.
  - b. Supply Special Guests with complete Games kits including passes, tickets or other appropriate identification allowing free access to all sporting and cultural venues, as set out in the Staging Manual, and supply Special Guests, as approved by the Committee, and in accordance with the Staging Manual, free access to the athletes' and cultural participants' dining room.
  - c. Provide full and easy access to all venues including the cafeteria for the Committee and Special Guests designated by the Committee including Government Sport Ministers and other Government Officials so designated.
36. The Host Society shall reserve a lounge for officials at or near the official's accommodation and a lounge for coaches in the Athlete's Village or Villages.
37. The Committee agrees to advise the Host Society of the number of athletes, cultural participants, coaches, and mission staff which shall be participating in the 2026 Arctic Winter Games not later than six (6) months prior to the commencement of the 2026 Arctic Winter Games, but this number shall not exceed Two Thousand participants except by mutual consent of the Host Society.
38. It is acknowledged that the Committee may, in consultation with the Municipality and the Host Society, approve other guest units for participation in the 2026 Arctic Winter Games in addition to those units which currently participate, namely, Alaska, Yukon, Northwest Territories, Northern Alberta, Greenland, Nunavut, Nunavik Quebec, and a delegation of Sami Participants. It is acknowledged that at the date of signing of this Agreement the Yamal Province (Nenets) of Russia, a guest unit, is suspended by the Committee until further notice.
39. The Committee acknowledges that the Municipality's intent to host is based on sports and categories of sports approved for the previous Arctic Winter Games; however, it is acknowledged and agreed that the Committee may, in consultation with the Host Society, delete sports or categories therein or add sports, based upon the Committee's Sport Selection Policy.
40. The Host Society warrant, covenant and agrees that no substantial departure shall be made from the proposal for staging the 2026 Arctic Winter as represented to the Committee in the Municipality's Letter of Interest without first obtaining the consent of the Committee, such consent not to be unreasonably denied.
  - a) For greater clarity, the Host Society shall provide the following services/programs for the Games:

- i) mixed gender cafeterias;
  - ii) a robust and meaningful social and recreation program at the participant dormitories;
  - iii) appropriate transportation options for participants to travel into City of Whitehorse from their dormitories for social, cultural and other events outside of their scheduled events.
- 41. The Host Society agrees to use best efforts to complete the following legacy initiatives for the 2026 Arctic Winter Games:
  - a. An appropriate and meaningful Indigenous community engagement plan,
  - b. A youth leadership development plan,
  - c. A transfer of knowledge plan in cooperation with the Committee,
  - d. A financial, equipment and facility legacy plan that benefits the Municipality, sport authorities and the Arctic Winter Games.
- 42. The Host Society agrees to host a website as approved by the Committee. The Committee shall have full access to the website. Full access is access to log in and copy the complete website and all files. The Domain name will be a registered Arctic Winter Games domain for the 2026 Arctic Winter Games and supplied to the Host Society by the Committee.
- 43. The aforementioned website will be kept live on the Internet for a minimum of two (2) years as a tribute to hosting the 2026 Arctic Winter Games. The Committee shall ensure the domain is kept registered.
- 44. The Host Society will ensure the Committee has a complete copy and all files of the results system used for the 2026 Arctic Winter Games. The only approved registration and results system for the 2026 Arctic Winter Games is GEMS.Pro, the property of Kimik IT in Nuuk, Greenland. The Host Society agrees to enter into an agreement with Kimik IT and the Committee for the continuing use of this system.
- 45. For all meetings with the Host Society and the Committee, held in the Municipality, the Host Society will be responsible for the cost of hotel accommodations\meeting rooms, and local transportation (including car rentals and fuel) for the Committee. For the 2026 Arctic Winter Games, hotel accommodations for each Committee member and designated staff, car rentals and fuel for each Committee member, at a maximum of ten (10), and one meeting room in the hotel/lodging used for housing the Committee, will be provided four (4) days prior to the start of the 2026 Arctic Winter Games and for the duration of the 2026 Arctic Winter Games.
- 46. Where in this Agreement anything must be done to the satisfaction of the Committee or requires the approval of the Committee, the Host Society shall not proceed with or



- implement that thing without first fully apprising the Committee in that respect and obtaining the approval of the Committee, such approval not to be unreasonably withheld.
47. The Host Society shall ensure that the Committee is fully informed, through the President of the Committee, of all aspects of the preparation for and staging of the 2026 Arctic Winter Games and shall take all necessary steps to communicate adequately with the President of the Committee and/or their designate.
  48. All official correspondence may be done via email where possible. Access to the Staging Manual, Graphic Standards Manual and Sport Technical Specifications will be available on the Arctic Winter Games Web Site at [Arctic Winter Games International Committee](#).
  49. The Host Society shall employ, at its expense, a full time CEO/General Manager for the 2026 Arctic Winter Games, commencing at a minimum within the first quarter of 2024; and further, shall employ a full time Sport Manager for the 2026 Arctic Winter Games, commencing at a minimum within the second quarter of 2024; and further shall employ a full time Cultural Coordinator commencing at least twelve (12) months prior to the 2026 Arctic Winter Games. Upon request from the President of the Committee, and where there is just cause for termination, the Host Society agrees to replace any or all of the individuals in the following positions as soon as practicable: the CEO/General Manager, the Sport Manager, and the Cultural Coordinator.
  50. The Host Society agrees to provide a communications plan for the 2026 Arctic Winter Games to the Committee one-year prior to the Games.
  51. The Host Society agrees to use best efforts to arrange for television and live streaming to ensure the widest possible coverage of the Games in Alaska, Yukon, Northwest Territories, Northern Alberta, Greenland, Nunavut, and Nunavik. The Committee may appoint a representative to the Host Society for negotiating broadcasting and live streaming arrangements and will retain final approval authority on all broadcast and live streaming agreements.
  52. Visual signage recognizing the Committee, Host Government(s), and Host Municipality will be provided at venues as outlined in the Staging Manual.
  53. The Committee reserves the right to control the use of or to withdraw the name “Arctic Winter Games” or the Arctic Winter Games symbol, medals or awards in the event of any breach of this Agreement.
  54. The Host Society agrees to purchase third party liability insurance of a value acceptable to the Committee and to have same in place for coverage during the 2026 Arctic Winter Games.
  55. The parties agree that:
    - a. ~~The Municipality and the~~ Host Society shall indemnify and hold harmless the Committee and the Municipality from any and all third-party claims, demands, actions or costs (including legal costs on solicitor-client basis) for which the

~~Municipality and the~~ Host Society is legally responsible under this Agreement, including those arising out of negligence or willful acts by the ~~Municipality and the~~ Host Society or their employees, or agents in their performance of this Agreement;

b. The Municipality shall indemnify and hold harmless the Committee and the Host Society from any and all third-party claims, demands, actions or costs (including legal costs on solicitor-client basis) for which the Municipality is legally responsible under this Agreement, including those arising out of negligence or willful acts by the Municipality or their employees, or agents in their performance of this Agreement; and

~~a.b.~~ The Committee shall indemnify and hold harmless the Municipality and the Host Society from any and all third-party claims, demands, actions or costs (including legal costs on solicitor-client basis) for which the Committee is legally responsible under this Agreement, including those arising out of negligence or willful acts by the Committee or their employees, or agents in their performance of this Agreement; and

~~b.c.~~ These hold harmless provisions shall survive this Agreement.

56. Upon conclusion of the Games, the Host Society agrees to prepare a comprehensive final report evaluating the 2026 Arctic Winter Games, with a view of this report being a resource for future host municipalities, within sixty (60) days of the conclusion of the 2026 Arctic Winter Games and to provide a copy of the said report to the Committee. The Host Society will also provide the Committee with a multiyear financial audit of the 2026 Arctic Winter Games prepared by an accredited auditor within six (6) months of the closing of the 2026 Arctic Winter Games.
57. The Host Society agrees to provide all the programs, services and actions outlined in the Municipality's Letter of Interest to Host the 2026 Arctic Winter Games unless this Agreement requires other actions or a change is approved in writing by the Committee.
58. In the event that any party materially breaches the terms or conditions of this Agreement, it is agreed that any nonbreaching party may provide 15 days' notice of the breach to the breaching party and a reasonable opportunity to cure. In the event that a breaching party fails to cure the breach within the time provided, then any nonbreaching parties will be entitled to any and all remedies available at law and equity.
59. This Agreement shall be governed by the laws of the Yukon and the laws of Canada applicable therein. In the event of any dispute between the parties concerning this Agreement, the parties agree that:
  - a. The dispute shall be dealt with by the person or persons designated by each party (the "**Designates**") and the parties' Designates will meet with a view to amicably resolving the dispute or disagreement;
  - b. If the parties Designates are not able to resolve the dispute in accordance with the above Section (a) within seven (7) days, or such shorter or longer period as the

parties agree, the parties may invoke the non-binding mediation procedure of the ADR Institute of Canada, Inc. or its successor ("ADRIC");

- c. If the parties do not agree to participate in mediation, or the mediation terminates without a resolution of the dispute, the dispute shall be submitted for resolution through the binding arbitration procedure of the ADRIC. The parties shall submit the dispute for arbitration within 14 days, or such shorter or longer period as the parties agree, of the later to occur of (a) the parties failing to agree to participate in mediation; or (b) completion of mediation without a resolution of the dispute;
  - d. Subject to any rights of appeal or judicial review that may flow from the resolution of any dispute, the resolution of any dispute pursuant to this section shall be final and binding upon the parties;
  - e. Nothing herein shall preclude any party from seeking injunctive relief in the event that the party perceives that without such injunctive relief, serious harm may be done to that party;
  - f. Unless otherwise agreed by the parties or ordered by the arbitrator, each party will pay an equal share of the costs for the dispute resolution process;
  - g. Except where clearly prevented by a dispute or disagreement that arises under this Agreement, the parties shall continue performing their respective responsibilities under this Agreement while the dispute or disagreement is being resolved in accordance with this section unless and until such responsibilities are lawfully terminated or expire in accordance with the terms of this Agreement; and
  - h. Any disagreement as to the interpretation of this Agreement shall be resolved in the first instance by reference to the requirements and specifications of the Staging Manual.
60. Should any clause of this Agreement be deemed unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and the unenforceable clause shall be revised to the extent possible to affect the intent of the parties in entering into this Agreement.
61. This Agreement may be signed in counterpart either by original signature or electronic signature and transmitted by copy via email shall constitute a signed original. This Agreement shall be binding upon and enure to the benefit of the administrators, successors and assigns of the respective parties hereto.
62. There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Agreement, save as expressly set out or incorporated by reference herein, and this Agreement constitutes the entire agreement duly executed by the parties, and no amendment, variation or change to this Agreement shall be binding unless the same shall be in writing and signed by the parties.

63. Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such failure or delay is due to fire, flood, explosion, war, embargo, supply chain disruption, governmental action, pandemic, terrorism, act of public authority, Act of God, earthquake, or any other cause beyond its control (each, an “Event of Force Majeure”); provided that, the in the event an Event of Force Majeure delays or threatens to delay performance of its obligations by a party, that party shall give prompt notice to the other part and shall take all reasonable steps to eliminate the cause or ameliorate the potential disruption and consequent losses.
64. This Agreement will become effective on the day the Agreement is fully executed by all parties and will, unless terminated earlier, terminate two years after the date of the closing ceremony of the Games.

**END OF PAGE**

**THE ARCTIC WINTER GAMES INTERNATIONAL COMMITTEE**, by its authorized signatories, have signed this Agreement this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

**THE CITY OF WHITEHORSE**, by its authorized signatories, have signed this Agreement this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

**THE WHITEHORSE 2026 ARCTIC WINTER GAMES HOST SOCIETY**, by its authorized signatories, have signed this Agreement this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

## SCHEDULE A

### OPENING AND CLOSING CEREMONIES

1. Unless otherwise agreed by the Committee, only the following officials shall be seated on the podium for the opening and closing ceremonies:
  - a. President of the Committee or their designate;
  - b. Premier of the Yukon;
  - c. Mayor of the City of Whitehorse;
  - d. Minister of Community Services or their designate;
  - e. President or CEO/General Manager of the Host Society;
  - f. Representative from the State of Alaska;
  - g. Minister in charge of Sport and Recreation for Greenland or their designate;
  - h. Minister in charge of Sport and Recreation for Northwest Territories or their designate;
  - i. Minister in charge of Sport and Recreation for Nunavut or their designate;
  - j. Minister in charge of Sport and Recreation for Alberta or their designate;
  - k. One Representative each from any official guest units that may attend;
  - l. One Representative from the Government of Canada;
  - m. Mayor of the municipality awarded the following Arctic Winter Games (closing ceremony only).
  
2. Unless otherwise agreed by the Committee in writing, only the following officials may speak at the opening and closing ceremonies;
  - a. President of Committee or their designate;
  - b. President or CEO/General Manager of Host Society;
  - c. Either the Premier or the Minister of Community Services;
  - d. Mayor of the Municipality;
  - e. First Nations Representative(s);

- f. Mayor of the municipality awarded the following Arctic Winter Games (closing ceremony only); and
  - g. Master of Ceremonies, if the CEO/General Manager of the Host Society does not perform this function.
3. Speeches of officials shall not exceed one (1) minute in length. With the exception of the President or CEO/General Manager of the Host Society and President of the Committee, all speeches will be presented through video presentations. Well in advance of the opening and closing ceremonies, the Chair of the Ceremonies and Awards Committee or the CEO/General Manager of the Host Society shall advise each speaker in writing on the maximum length of speeches allowable and ensure that all speakers clearly understand that they are not permitted to exceed one minute in time in their speeches.
  4. There shall be no speeches by any sponsor of the 2026 Arctic Winter Games at either the opening ceremony or the closing ceremony.
  5. The time of the opening ceremony shall not exceed sixty (60) minutes from march-in to march-out and closing ceremony shall not exceed forty-five (45) minutes for the same time period. The opening ceremony and the closing ceremony shall follow the guidelines as stipulated in the Staging Manual unless permission for change is obtained from the Committee, in writing.
  6. Athletes and cultural participants shall not be required to stand for a period in excess of twenty (20) minutes before march-in.
  7. The Host Society shall attempt to arrange for athletes and cultural participants to be seated after the march-in, if possible.
  8. There shall be, located in an area adjacent to the podium, a seating area for Special Guests such as directors of the Committee and Host Society, local politicians and dignitaries, visiting politicians and honoured guests of the Host Society or Committee.
  9. The Host Society shall, at the opening and closing ceremonies, give independent recognition to the Games sport technical officials, and shall supply them with some article of clothing which would serve to identify the technical officials as a group, as they march in.
  10. The Host Society shall follow the minute-by-minute guidelines for opening and closing ceremonies as set out by the Committee. The Host Society shall provide to the Committee for its approval a detailed list of the remaining arrangements for the opening and closing ceremonies not later than October 1, 2025. Any and all scheduled events and arrangements must be formally approved by the Committee.
  11. The Host Society shall provide to the President of the Committee or their designate a complete copy of the Opening Ceremony Script and the Closing Ceremony Script no later than 24 hours prior to each ceremony.

**CITY OF WHITEHORSE**  
**PUBLIC HEALTH AND SAFETY COMMITTEE**  
Council Chambers, City Hall



**Chair:** Mellisa Murray

**Vice-Chair:** Kirk Cameron

November 20, 2023

Meeting #2023-21

- 
1. Food for Fines Program  
Presented by Ryan Leef, Manager, Bylaw Services
  2. New Business



## ADMINISTRATIVE REPORT

<b>TO:</b> Public Health and Safety Committee
<b>FROM:</b> Administration
<b>DATE:</b> November 20 <sup>th</sup> , 2023
<b>RE:</b> Food for Fines Program

### ISSUE

Approval of the annual 'Food for Fines' Program

### HISTORY

In the spirit of contributing to those citizens who are less fortunate during the holiday season, Bylaw Services is requesting approval to continue its annual 'Food for Fines' initiative this year. The 'Food for Fines' program has been supported by the City every year, since 2005.

Last year from November 26<sup>th</sup> to December 10<sup>th</sup>, the 'Food for Fines' Program provided for non-perishable food and cash donations to be accepted as payment for 'time expired' parking meter or 'exceed two-hour time limit' violation tickets with proceeds donated to the Whitehorse Food Bank, Kaushee's Place, and Skookum Jim Friendship Centre. In 2022 \$9,240 was raised in cash and \$2,760 was collected in food donations for a total value of \$12,000.

In addition to the food items, cash donations received go toward the purchase of additional non-perishable food. The local charities proposed to receive the donations remains unchanged from 2022, and they are:

1. **Whitehorse Food Bank** is open five days a week and provides services to numerous families throughout Whitehorse providing food hampers to approximately 2,000 people a month; and
2. **Kaushee's Place** is a transition home for women and gender diverse people, and their children, experiencing violence. It is free of charge.
3. **Skookum Jim Friendship Centre** provides food and shelter to youth year-round.

### ALTERNATIVES

1. Approve a grant of specific parking fines to the Food Bank, Kaushee's Place, and Skookum Jim Friendship Centre in an amount not exceeding \$12,000 for the 'Food for Fines' Promotion
2. Do not implement the 'Food for Fines' program

### ANALYSIS

The following chart outlines the revenue potentially generated by expired parking meter tickets:

Average number of tickets issued per week	445 to 520
Revenue @ \$10/\$25 ticket for one week	\$4,500 / \$13,000

Historically, the Food for Fines program was a one-week initiative. To better serve the community, an additional week has been added. During the two-week Food for Fines initiative, people will again have the option of donating non-perishable food items in lieu of regular ‘expired parking meter’ or ‘two-hour zone’ fine payments. Food items contributed must be of the same or higher value than the ticket. If such a food contribution is made, the ticket would then be considered “Paid in Full.”

Planned promotional support and advertising by the City during the month of December is available, if this initiative is approved. Promoting and advertising this initiative is seen as the best way to obtain full participation from the public.

Food items may be dropped off at City Hall, along with the ticket, so that financial elements of the program can be determined. A media event consisting of a ‘cheque presentation’ event is also planned for after the event in order that the total dollar value collected can be communicated to our city’s residents.

**Only “Parking Meter” and “Two-Hour Zone” tickets issued on and between Wednesday, November 29<sup>th</sup> and Wednesday, December 13<sup>th</sup>, 2023 are eligible for this initiative.** The cut off date for drop-off/payment of food items would be close of business on Friday, December 15, 2023 with anticipated media presentation on Monday, December 18<sup>th</sup>. This would permit sufficient time for Bylaw Services to ensure delivery of the donated food to the proposed local charities and for these organizations to then distribute the food items to those families in need prior to Christmas.

#### **ADMINISTRATIVE RECOMMENDATION**

THAT the 2023 Food for Fines program be approved; and

THAT a grant not exceeding \$12,000 for parking meter ticket or two-hour zone fines issued between November 29<sup>th</sup> and December 13<sup>th</sup>, 2023 be approved to the Food Bank, Kaushee’s Place, and Skookum Jim Friendship Centre as part of the ‘Food for Fines’ program.

**CITY OF WHITEHORSE**  
**CORPORATE SERVICES COMMITTEE**  
**Council Chambers, City Hall**



**Chair:** Ted Laking

**Vice-Chair:** Jocelyn Curteanu

November 20, 2023

Meeting #2023-21

- 
1. Capital Budget Variance Reporting (3<sup>rd</sup> Quarter)  
Presented by Svetlana Erickson, Manager, Financial Services
  2. Operating Budget Variance Reporting (3<sup>rd</sup> Quarter) – For Information Only  
Presented by Svetlana Erickson, Manager, Financial Services
  3. Environmental Grant Allocations  
Presented by Mélodie Simard, Manager, Parks and Community Development
  4. Management and Confidential Exclusion Employment Bylaw  
Presented by Lindsay Schneider, Director of People and Culture
  5. New Business

## ADMINISTRATIVE REPORT

<b>TO:</b> Corporate Services Committee
<b>FROM:</b> Administration
<b>DATE:</b> November 20, 2023
<b>RE:</b> Capital Budget Variance Reporting (3 <sup>rd</sup> Quarter)

### ISSUE

Financial Services has reviewed Capital Expenditure Program projections submitted by department managers and is providing a high-level summary of anticipated capital spending and proposed amendments to the 2023 to 2026 Capital Expenditure Program.

### REFERENCE

- [Bylaw 2022-41 Capital Expenditure Program 2023-2026](#)
- 2023 Capital Budget Amendments (Appendix A)
- 2023 Third Quarter Capital Expenditure Program Proposed Amendments (Appendix B)

### HISTORY

The approved Capital Expenditure Program for 2023 is as follows:

\$ 15,611,285 – Approved 2023 Expenditures – Appendix A (Bylaw 2022-41)

\$ 8,016,000 – Projects Added to Appendix A – due to confirmation of external funding

\$ 65,370,094 – Capital Projects Re-Budgeted from 2022 (Bylaw 2023-13)

\$ 16,366,723 – Capital Expenditure Program Amendments by Council Resolutions

\$105,364,102 – Total Current Approved Capital Expenditures

### ANALYSIS

As part of the City's third quarter variance reporting, managers are required to review their planned capital spending, many projects are proceeding as planned. Several projects are experiencing delays due to unanticipated construction issues, logistics delays, material delivery delays, seasonal weather conditions and contractor/consultant availability. Fourteen projects have been completed with thirteen projects completed under budget. A budget amendment is recommended to decrease the 2023 capital budget by \$108,456.

### ADMINISTRATIVE RECOMMENDATION

THAT Council authorizes amendments totalling \$108,456 to decrease the 2023 to 2026 Capital Expenditure Program bringing the revised total to \$105,255,646.

**APPENDIX A**  
**3rd QUARTER CAPITAL VARIANCE**  
**2023 CAPITAL EXPENDITURE PROGRAM AMENDMENTS**

<b>APPROVED CAPITAL EXPENDITURE PROGRAM</b>	<b>BYLAW</b>	<b>AMOUNT</b>
Approved 2023 Capital Expenditure Program (Appendix A)	Bylaw 2022-41	15,611,285
<b>APPROVED CAPITAL EXPENDITURE PROGRAM</b>		<b>\$ 15,611,285</b>

**2023 REVISIONS**

<b>APPENDIX B PROJECTS MOVED TO APPENDIX A</b>	<b>PROJECT</b>	<b>AMOUNT</b>
Pavement Management System	240c00123	300,000
Bridge Inspections	240c00312	96,000
Utility Stations and Force Main Condition Assessment	240c00320	500,000
Crosstown Watermain	240c01222	2,500,000
Transit Bus Midlife Refurbishments	320c00319	210,000
Additional One Ton Service Body Truck with Crane	320c01422	165,000
Additional One Ton Service Body Truck with Crane	320c01522	165,000
CGC Retile Pool Basin / Deck & Change Rooms	360c00222	550,000
Electric Vehicle Charging Stations	360c00223	195,000
Pump House Facility Repairs	360c00523	300,000
SCBA Clean Room Upgrades	360c00623	125,000
Para Ramp Infills	500c00409	80,000
Additional Transit Handy Bus	500c00523	320,000
Additional One Ton Service Body Truck with Crane	500c00823	165,000
Free Fare Transit Study	580c00123	60,000
Large Volume Commercial Organics Bins	650c00123	80,000
Groundwater Protection Plan Update for Water License	650c00323	100,000
Selkirk Pump House Second Barrier Treatment	650c00421	2,000,000
Waste Composition Study	650c00823	40,000
Accessible Pathway Planning - Long Lake	740c00523	65,000
<b>TOTAL APPENDIX B PROJECTS WITH FUNDING AGREEMENTS</b>		<b>\$ 8,016,000</b>

<b>APPROVED RE-BUDGETS</b>	<b>BYLAW / RESOLUTION</b>	<b>PROJECT</b>	<b>AMOUNT</b>
Capital Projects from 2022 approved for re-budget to 2023	2023-13		40,826,094
Rebudget 2022 funds from BCP- Services Building to create a new project: Whitehorse Operations Building Expansion	2023-04-04	360c00723	15,254,000
Rebudget 2022 funds from BCP- Services Building to create a new project: City Hall Energy Efficiencies	2023-04-04	360c00823	8,390,000
Rebudget 2022 funds from BCP- Services Building to create a new project: Transit Hub: Services Building	2023-04-04	360c00923	900,000
<b>TOTAL APPROVED RE-BUDGETS</b>			<b>\$ 65,370,094</b>

**2023 REVISIONS**

<b>BUDGET AMENDMENTS: COUNCIL REVISIONS</b>	<b>RESOLUTION</b>	<b>PROJECT</b>	<b>AMOUNT</b>
Increase 2023 budget for the Takhini Sanitary Trunk Main	2023-04-04	240c01120	10,094,484
Amend 2023 capital budget to include a new project: Commercial and Industrial Land Planning and Design Ice Lake Road South	2023-05-06	720c00623	121,000
Increase 2023 budget for Transfer Station Upgrades funded from Investing in Canada Infrastructure Program	2023-09-12	650c00819	2,200,000
Amend 2023 capital budget to include a new project: Range Road and McIntyre Creek Crossing Repair	2023-13-06	240c00416	100,000
Increase 2023 budget for Landslide project funded from General Reserve	2023-13-10	100c00122	2,200,000
Increase 2023 budget for Transit Hub: Service Building funded from Capital Reserve until the external grant funding is in place	2023-14-08	360c00923	1,900,000
Reduce 2023 budget per 2nd Quarter capital variance- Whistle Bend Phase 3 Playground	2023-17-05	740c00221	(93,761)
Reduce 2023 budget per 2nd Quarter capital variance- Holly Residential Area Master Plan	2023-17-05	740c00223	(225,000)
Reduce 2023 budget per 2nd Quarter capital variance- Replace Irrigation System at Rotary Park	2023-17-05	740c01115	(230,000)
Amend 2023 capital budget to include a new project: Marwell Lift Station- Electric Pump	2023-17-06	650c01123	300,000
<b>TOTAL BUDGET AMENDMENTS: COUNCIL REVISIONS</b>			<b>\$ 16,366,723</b>

**TOTAL 2023 CAPITAL EXPENDITURE PROGRAM AS AT SEPTEMBER 30, 2023**

**\$ 105,364,102**

**APPENDIX B**  
**3rd QUARTER CAPITAL VARIANCE**  
**2023 CAPITAL EXPENDITURE PROGRAM PROPOSED AMENDMENTS**

PROJECT	STATUS	AMOUNT
201c00121 City Of Whitehorse Website Redesign Project - Phase 2	Completed and Under Budget	1,130
320c00221 Replacement Municipal Use Heavy Duty Tractor	Completed and Under Budget	897
320c00319 Transit Bus Midlife Refurbishments	Completed and Under Budget	25,823
320c00322 Additional Loader Water Waste Services and Transportation	Completed and Under Budget	4,766
320c00513 Compost Equipment Replacement	Completed and Under Budget	663
320c00522 Additional Parks and Trails Equipment	Completed and Under Budget	1,805
320c00722 Additional Transit Buses	Completed and Under Budget	40,274
320c01322 Additional Powered Watercraft	Completed and Under Budget	2,366
320c03110 Loader Replacement	Completed and Under Budget	5,000
500c00923 Longitudinal Line Survey	Completed and Under Budget	7,642
650c00123 Large Volume Commercial Organics Bins	Completed and Under Budget	44
740c00322 Winze Park Pump Track	Completed	-
750c00322 Arena Swing Gate Replacements - Takhini Arena	Completed and Under Budget	4,750
750c00423 Pools Chemical Controller	Completed and Under Budget	13,296
<b>TOTAL COMPLETED JOBS</b>		<b>\$ 108,456</b>
Total Amount Not Utilized And Remaining In Reserves		32,137
Total Amount Not Utilized And Remaining In External Funding Sources		76,320
<b>TOTAL FUNDING SOURCES NOT UTILIZED</b>		<b>\$ 108,456</b>
<b>TOTAL REVISED 2023 CAPITAL EXPENDITURE PROGRAM: UPON APPROVAL</b>		<b>\$ 105,255,646</b>

## ADMINISTRATIVE REPORT

<b>TO:</b> Corporate Services Committee
<b>FROM:</b> Administration
<b>DATE:</b> November 20, 2023
<b>RE:</b> Operating Budget Variance Reporting (3 <sup>rd</sup> Quarter) – For Information Only

### ISSUE

Financial Services has reviewed operating expenditure projections submitted by department managers and is providing a forecast of operating results to the end of the 2023 fiscal year.

### REFERENCE

- [Bylaw 2022-42 2023-2025 Operating Budget](#)
- 2023 Operating Budget Amendments (Appendix A)
- 2023 Third Quarter Operating Variance Report (Appendix B)

### HISTORY

Council adopted an Operating Budget for 2023 totalling \$100,648,903. This comprises an initial budget of \$100,329,754 plus subsequent Council approved amendments totalling \$319,149, as shown in Appendix A.

At the end of third quarter, management had been asked to review spending as compared to budget and to forecast expected final results to the end of the year. Through analysis of the variance reported from budgeted operations, as shown in Appendix B, the City is anticipating an operating surplus for 2023 of \$241,113.

### ANALYSIS

The 2023 third quarter variance projection shows that total operating revenues and expenses are expected to be under budget by \$332,270 and \$573,383 respectively. Therefore, projections to December 31, 2023 as compared to the revised budget indicate an operating surplus of \$241,113. When viewed by fund, the projected surplus is as follows:

Projected Variance		
Fund	Deficit/(Surplus) to budget	Primary driver
General Fund	\$(372,859)	Higher than expected government transfers and investment income in addition to savings realized through staff vacancies.
Water and Sewer	\$131,746	Higher operating costs due to inflationary increases specifically in repairs and maintenance, electric, and contract services
<b>Projected Surplus</b>	<b>\$(241,113)</b>	

Overall department spending is controlled. Based on the total operating budget of \$100,648,903, third quarter variance of \$241,113 is under 1% of the City's total operating budget.



**APPENDIX A  
3rd QUARTER OPERATING VARIANCE  
2023 OPERATING BUDGET AMENDMENTS**

AMENDMENT	BYLAW / RESOLUTION NUMBER	REVENUE	EXPENSES
<b>APPROVED BUDGET</b>	<b>Bylaw 2022-042</b>	<b>\$ 100,329,754</b>	<b>\$ 100,329,754</b>
<b>BUDGET AMENDMENTS</b>			
2023 Operating Impact for Compost Equipment Replacement- Garage Charge Recovery	ADM - 29	2,946	
2023 Operating Impact for Compost Equipment Replacement- Garage Charge Recovery	ADM - 29		2,946
Fees and Charges ( 2nd Quarter changes)	BYLAW 2023-18	18,214	
Fees and Charges ( 2nd Quarter changes)	BYLAW 2023-18		18,214
Amend Operating budget to receive funding for waste water sample collection from Council of Yukon First Nations	2023-06-05	150,000	
Amend Operating budget for waste water sample collection regarding Council of Yukon First Nations funding	2023-06-05		150,000
Amend Operating Budget to receive contribution for 2023 Graffiti Management program from Crime Prevention and Victim Services Trust Fund	2023-09-04	37,920	
Amend Operating Budget for 2023 Graffiti Management program regarding Crime Prevention and Victim Services Trust Fund	2023-09-04		37,920
Amend Operating budget by adding Main Street Town Square project funded by General Reserve	2023-10-04	105,069	
Amend Operating budget by adding Main Street Town Square project expenditures	2023-10-04		105,069
Increase 2023 Council Donation Budget to accommodate Arctic Inspiration Prize	2023-17-08	5,000	
Increase 2023 Council Donation Budget to accommodate Arctic Inspiration Prize	2023-17-08		5,000
<b>SUMMARY OF AMENDMENTS</b>		<b>\$ 319,149</b>	<b>\$ 319,149</b>
<b>REVISED BUDGET AS AT SEPTEMBER 30, 2023</b>		<b>\$ 100,648,903</b>	<b>\$ 100,648,903</b>

**APPENDIX B**  
**3rd QUARTER OPERATING VARIANCE**  
**2023 OPERATING VARIANCE REPORT**

<b>REVENUE (BRACKETS INDICATE HIGHER THAN ANTICIPATED REVENUES)</b>		
Investment Income		(1,562,078)
Government Transfers		(990,337)
Garage Charge Recovery		(972,562)
Building Permit Revenue		(278,888)
Gain on Sale of Equipment		(118,191)
Parking Meter Collection & Fines		134,384
Miscellaneous Revenue		139,942
Development Cost Charges		180,000
Vacancy Overlay		3,800,000
<b>TOTAL REVENUES</b>	<b>\$</b>	<b>332,270</b>

<b>EXPENSES (BRACKETS INDICATE LOWER THAN ANTICIPATED SPENDING)</b>		
Employee Wages & Benefits		(3,880,702)
Transfer to DCC Reserve		(225,000)
Insurance		(154,706)
Transfer to Parking Reserve		(86,081)
Development Incentives		75,000
Contract Services		121,335
Miscellaneous Expenses		159,457
Utilities: Electric, Propane, & Heating Fuel		187,708
HR Professional Services		207,841
Repair & Maintenance Expenses		270,562
Gas, Oil & Diesel		307,209
Transfer to Capital Reserve		677,852
Transfer to Equipment Reserve		793,580
Garage Charges		972,562
<b>TOTAL EXPENSES</b>	<b>\$</b>	<b>(573,383)</b>

<b>PROJECTED DEFICIT (SURPLUS)</b>	<b>\$</b>	<b>(241,113)</b>
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<b>DEFICIT (SURPLUS) BY FUND</b>		
01 GENERAL FUND		(372,859)
02 WWS FUND		131,746
<b>PROJECTED SURPLUS</b>	<b>\$</b>	<b>(241,113)</b>

**APPENDIX B**  
**3rd QUARTER OPERATING VARIANCE**  
**2023 OPERATING VARIANCE REPORT**

**REVENUE**

- Investment Income is higher than anticipated due to multiple rises in interest rates throughout 2023.
- Government Transfers are higher than budgeted due to an increase in the City's Carbon Tax rebate, higher than budgeted Comprehensive Grant amount and one-time transit funding that was not confirmed at time of budget preparation.
- Garage Charge Recovery is offset by Garage Charge Expenses. Garage Charge Expenses are higher than anticipated due to increased internal usage and weather related issues.
- Building permit revenue higher than budgeted due to an unanticipated commercial permit.
- Gain on sale of equipment higher than budgeted due to unanticipated sale of equipment.
- Miscellaneous Revenue is made up of multiple amounts which vary from budget including transit revenue, cash in lieu of municipal reserve, recreation program fees, and water & sewer recovery.
- Revenues for parking meter collection and fines lower than budgeted due to road closure of Main Street over the summer. Fines lower than anticipated due to new Hotspot parking app increasing compliance.
- Development cost charges lower than budgeted due to reduced fees for minor DCCs under the development incentives program.
- Transfer from Reserve will be reduced due to staff vacancies via the vacancy overlay budget process.

**EXPENSES**

- Wages and Benefits are expected to come in lower than anticipated due primarily to staff vacancies in Human Resources, Business and Technology Systems, Fire and Protective Services, and Financial Services.
- Transfer to DCC Reserve projected to be lower than budget due to decrease in development cost charges revenue earned.
- Insurance lower than budget due to AYC reciprocal premium not incurred for fiscal 2023.
- Transfer to Parking Reserve is lower than budget due to decreases in parking meter and parkade revenue.
- Development incentive grants paid out higher than anticipated due to more developers applying for the grant than anticipated during budget preparation.
- Miscellaneous Expenses are made up of multiple amounts which vary from budget including, insurance, relocation expense, advertising, and credit card service fees.
- Contract Services expenses higher than budget due to inflation and increased demand for external contracts.
- Utilities including electrical, heating fuel, and propane higher than anticipated due to inflation.
- HR Professional Services are projected higher than budget due to additional recruiters and campaigns/advertising required for additional recruiting efforts.
- Repairs and maintenance expenses higher than expected due to inflation and the rising cost of replacement parts.
- Gas, Oil and Diesel is higher than budget due to the higher cost of fuel and increased number of hours on the equipment due to increased operational demand.
- Transfer to Capital Reserve is higher than anticipated due to a higher comprehensive grant received through government transfers.
- Transfer to Equipment Reserve is higher than budget due to an increase use in equipment.

## ADMINISTRATIVE REPORT

<b>TO:</b> Development Services Committee
<b>FROM:</b> Administration
<b>DATE:</b> November 20, 2023
<b>RE:</b> Environmental Grant Allocations

### ISSUE

Approval of the Environmental Grant allocations.

### REFERENCE

- [Strategic Priorities 2022-2024](#)
- [Whitehorse Sustainability Plan \(2015\)](#)
- [Environmental Grant Policy](#)
- Appendix A – Environmental Grant Summary Chart

### HISTORY

The Environmental Grant is governed by Council's Environmental Grant Policy. The City of Whitehorse is committed to encouraging and enabling societies, commercial organizations, and schools to be active partners in achieving the City's sustainability goals.

The Environmental Grant provides funds up to \$25,000 annually to projects that advance the Whitehorse Sustainability Plan. The allocation of funds is divided into two tiered groups of funding: minor grants (up to \$1000) and major grants (over \$1000 to \$25,000).

While both tiers are governed by the Environmental Grant Policy, applications for minor grants are accepted year-round and are evaluated and approved by an internal administrative committee. Major grants have one annual intake (October 15<sup>th</sup>) and are evaluated by an administrative committee and approved by Council.

A minor grant of \$330.06 was awarded on August 22, 2023.

Applications submitted for major grants must first meet the initial eligibility criteria as identified in the Policy. If eligible, the project is evaluated on factors such as alignment with the Whitehorse Sustainability Plan and other strategic documents, as well as demonstrate benefits to Whitehorse and its residents, community partnerships, applicant contributions, environmental leadership, and likelihood to succeed.

### ALTERNATIVES

1. Approve Environmental Grant allocations; or
2. Refer the matter back to Administration.

**ANALYSIS**

The City received four eligible applications with a total requested amount of \$36,237.47. Funding available to support applications in this major grant intake is \$24,669.94. The Grant Review Team met on October 17 and 18, 2023, to review and evaluate the applications. Administration is recommending that each of the four projects receive partial funding, with approval totalling \$24,669.94.

The recommendations of the application Grant Review Team are provided in Appendix A – Environmental Grant Summary.

**ADMINISTRATIVE RECOMMENDATION**

THAT Council approve Environmental Grant allocations in the amount of \$24,669.94.

## Appendix A – 2023 Environmental Grant Summary

#	Applicant	Priority/Type	Project	Amount Requested	Amount Recommended
1	Carrie's House Family Day Home	local food; social equity	Kid's Gardening	\$ 3,175.00	\$ 2,042.84
2	Child Development Centre	climate change and adaptation; active transportation; social equity; community safety	Child Development Centre Bike Locking Compound	\$ 10,480.87	\$ 6,605.93
3	Whistle Bend Garden Society	local food; participatory community; social equity; inclusivity; climate change; active transportation	Whistle Bend Community Garden Development	\$ 15,288.50	\$ 11,041.37
4	Whitehorse Aboriginal Women's Circle	local food; local culture & heritage; engagement with Indigenous Peoples; inclusivity-diversity; healthy communities	Healing Within Community	\$ 7,293.10	\$ 4,979.79
			<b>Total Amount Requested:</b>	<b>\$ 36,237.47</b>	
			<b>Total Amount Available:</b>	<b>\$ 24,669.94</b>	<b>\$24,669.94</b>

## **ADMINISTRATIVE REPORT**

<b>TO:</b> Corporate Services Committee
<b>FROM:</b> Administration
<b>DATE:</b> November 20, 2023
<b>RE:</b> Management and Confidential Exclusion Employment Bylaw

### **ISSUE**

Proposed Management and Confidential Exclusion Employment Bylaw 2023-35.

### **REFERENCE**

Proposed Bylaw 2023-35

### **HISTORY**

Management and Confidential Exclusion staff (M&CE) have been working without a bylaw (an employment agreement) in place since January 1, 2023.

As part of the renewal of the bylaw, various terms and conditions were reviewed and comparisons were made to local organizations

### **ALTERNATIVES**

1. Accept the bylaw as proposed; or
2. Refer the matter back to Administration for further consideration.

### **ANALYSIS**

The City's 2023 salary budget is approximately \$50M. Of that, an estimated \$8M is spent on the M&CE group. The proposed bylaw would adjust the following:

- Alignment of employees hired before and after 2016 – in the previous bylaw, there was a two-tier system approved that created a division in benefits for pre and post-2016 employees. The new bylaw seeks to eliminate some of these elements to allow for increased fairness between employees.
  - Those hired post-2016 will now also be eligible for vacation accruals at the same level as pre-2016 employees.
  - Those hired post-2016 will now receive a long-service bonus annually at the same level as the pre-2016 employees.
- Health Spending Allowance –the new bylaw proposes an increase of \$1,000 to \$2,500. This higher amount will better reflect the cost of the average Canadian family's health related expenditures.
- CAAT Pension Plan – the new bylaw proposes to replace the current RRSP plan with CAAT DB Plus Pension Plan. This will align the pension offerings between the City's largest union group PSAC YO46 and the Management Group.

- Increase in hours to standard work week – the new bylaw proposes to increase the standard hours of work per week from 35 to 37.5 hours for Confidential Exclusion employees.
- Flexible standard work week - the bylaw also introduces a flexible standard work week option for Managers where positions can be either 37.5 or 40 hours. This would better align with what Management at the City report working on a regular basis.
- Inflationary increase – the new bylaw proposes an inflationary increase of 4.5% for 2023, 3% for 2024 and 3% for 2025. These increases reflect the increases that recent groups have received in the Yukon.

Since 2023, City budgets have anticipated a cost increase in wages and benefits for this group and given that there have been vacancies there are sufficient funds within the 2023 budget in order to enact the changes proposed within this bylaw. Future budget years will address any balance.

#### **ADMINISTRATIVE RECOMMENDATION**

THAT Council direct that Bylaw 2023-35, a bylaw to provide for the terms and conditions of employment for Management and Confidential Exclusion employees for the period January 1, 2023 to December 31, 2025, be brought forward for consideration under the bylaw process.





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

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# Management and Confidential Exclusion Employment Bylaw 2023-35

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

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

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

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

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

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

### **TITLE**

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

### **APPLICATION**

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

### **DEFINITIONS**

3. In this bylaw,

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

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

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

## Management and Confidential Exclusion Employment Bylaw 2023-35

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

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

"CONTINUOUS SERVICE" means uninterrupted employment with the City;

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

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

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

"EMPLOYER" means the City of Whitehorse;

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

"IMMEDIATE FAMILY" defined in applicable sections;

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

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

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

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

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

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

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

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

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

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

### **INTERPRETATIONS**

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

### **SECTION ONE MANAGEMENT**

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

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

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

## **SALARIES, CLASSIFICATIONS**

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

## **Overtime**

19. Management Employees are not entitled to overtime pay.

## **Performance Evaluation**

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

## **Performance Award**

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

## **Acting Pay**

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



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

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

## **Increment Date**

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

## **Promotion**

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

## **Reclassification**

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

## **Retroactive Pay**

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

## **ILLNESS**

### **Wage Indemnity**

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

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

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

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

### **Long Term Disability**

33. Employees who are continuously disabled due to a non-occupational illness or accident for a period in excess of 17 weeks may be eligible to receive Long Term Disability payments. The claims adjudicator will determine whether an Employee is eligible to receive long-term disability payments under the provisions of the long-term disability plan. Any questions regarding an Employee's eligibility for long-term disability benefits shall be a matter between the Employee and the claims adjudicator. Such matters must be pursued under the terms of the long-term disability plan.
34. Long Term Disability payments shall continue until the Employee is able to return to full time employment, reaches age 65, or ceases to meet the entitlement conditions of the insurer, whichever is earlier.
35. 100% of the Long Term Disability premium will be paid by the Employee.
36. Effective January 1, 2024 for Schedule "A" Employees, payments will be based upon 65% of the first \$4,500.00 monthly earnings and 55% of the remaining monthly earnings to a maximum benefit of \$20,000.00 per month. Amounts over \$11,000.00 would require evidence of insurability.

## **MEDICAL AND GROUP INSURANCE**

### **Basic Medical Insurance**

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

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

38. On the first of the month following 60 days of continuous employment, permanent Employees eligible for Group Benefit Coverage will be enrolled in the following benefits:
- Extended Health Care Plan;
  - Group Life Insurance in an amount two times annual salary rounded to next highest \$1,000.00 if not already a multiple thereof; and
  - Accidental Death and Dismemberment Insurance \$100,000.00.

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

### **Dental Plan**

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

## Management and Confidential Exclusion Employment Bylaw 2023-35

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

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

40. Upon the commencement date of hire, Permanent Employees shall enrol in the Employer's Group Registered Retirement Savings Plan.
  - (1) All moneys remitted on behalf of the Employee shall be immediately vested with the Employee.
  - (2) Employees cannot withdraw from the Group Registered Retirement Savings Plan until termination or retirement from their employment with the City of Whitehorse, with the exception of withdrawals for home ownership, Lifetime Learning Plan, and/or settlement from marriage break-ups.

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

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

### **LEAVES**

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

### **General Holidays**

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

New Year's Day	Discovery Day
Sourdough Rendezvous Friday	Labour Day

## Management and Confidential Exclusion Employment Bylaw 2023-35

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

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

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

### Vacation Leave

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

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

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

## Management and Confidential Exclusion Employment Bylaw 2023-35

### Non-Occupational Illness or Accident Leave

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

### Special Leave

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

## Management and Confidential Exclusion Employment Bylaw 2023-35

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

### Restrictions

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

### Injury on Duty Leave

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

## Management and Confidential Exclusion Employment Bylaw 2023-35

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

### Maternity Leave

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

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

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

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

### **Parental Leave**

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



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

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

### **Compassionate Care Leave**

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

### **Family Caregiver Leave**

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

### **Court Leave**

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

### **Leave Without Pay**

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

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

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

### **Management Leave**

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

### **ALLOWANCES**

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

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

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

## **Long Service Bonus**

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

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

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

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

## **Retirement Allowance**

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

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

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

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

## **Yukon Bonus**

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

104. Unless the employee provides written direction otherwise to the Employer, the Yukon Bonus travel benefit shall be paid out as a taxed benefit. Such benefit shall be automatically paid out in the pay period immediately following the entitlement date and prior to December 31st of each year.

## Management and Confidential Exclusion Employment Bylaw 2023-35

### DISCIPLINE, SUSPENSION AND TERMINATION

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

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

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

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

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

### **GENERAL PROVISIONS**

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

# Management and Confidential Exclusion Employment Bylaw 2023-35

## SCHEDULE "A"

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

## Management and Confidential Exclusion Employment Bylaw 2023-35

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



## Management and Confidential Exclusion Employment Bylaw 2023-35

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

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

## **SECTION TWO CONFIDENTIAL EXCLUSION**

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

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

### **SALARIES, CLASSIFICATIONS**

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

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

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

### **Overtime**

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

### **Compensatory Leave**

137. Overtime hours earned by an employee may at the employee's option be accrued as compensatory leave at the applicable overtime provision. In any calendar year, employees may only use a maximum equivalent of three standard work weeks of compensatory leave for leave requests.

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

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

### **Performance Evaluation**

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

### **Performance Reward**

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

### **Acting Pay**

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

### **Increment Date**

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

### **Promotion**

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

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

## **Reclassification**

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

## **Retroactive Pay**

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

## **ILLNESS**

### **Wage Indemnity**

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

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

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

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

### **Long Term Disability**

154. Employees who are continuously disabled due to a non-occupational illness or accident for a period in excess of 17 weeks may be eligible to receive Long Term Disability payments. The claims adjudicator will determine whether an Employee is eligible to receive long-term disability payments under the provisions of the long-term disability plan. Any questions regarding an Employee's eligibility for long-term disability benefits shall be a matter between the Employee and the claims adjudicator. Such matters must be pursued under the terms of the long-term disability plan.
155. Long Term Disability payments shall continue until the Employee is able to return to full time employment, reaches age 65, or ceases to meet the entitlement conditions of the insurer, whichever is earlier.
156. 100% of the Long Term Disability premium will be paid by the Employee.

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

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

## **MEDICAL AND GROUP INSURANCE**

### **Basic Medical Insurance**

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

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

159. On the first of the month following 60 days of continuous employment, permanent Employees eligible for Group Benefit Coverage will be enrolled in the following benefits:
- Extended Health Care Plan;
  - Group Life Insurance in an amount two times annual salary rounded to next highest \$1,000.00 if not already a multiple thereof; and
  - Accidental Death and Dismemberment Insurance \$100,000.00.

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

### **Dental Plan**

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

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

## Management and Confidential Exclusion Employment Bylaw 2023-35

### REGISTERED RETIREMENT SAVINGS PLAN/CAAT Pension Plan

161. Upon the commencement date of hire, Permanent Employees shall enrol in the Employer's Group Registered Retirement Savings Plan.
- (1) All moneys remitted on behalf of the Employee shall be immediately vested with the Employee.
  - (2) Employees cannot withdraw from the Group Registered Retirement Savings Plan until termination or retirement from their employment with the City of Whitehorse, with the exception of withdrawals for home ownership, Lifetime Learning Plan, and/or settlement from marriage break-ups.

### Schedule "B" Employees

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

### LEAVES

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

### General Holidays

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

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

## Management and Confidential Exclusion Employment Bylaw 2023-35

Victoria Day  
National Indigenous Peoples' Day  
Canada Day

Remembrance Day  
Christmas Day  
Boxing Day

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

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

### **Vacation Leave**

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

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

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

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

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



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

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

### **Special Leave**

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

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

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

### **Restrictions**

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

### **Injury on Duty Leave**

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

### **Maternity Leave**

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

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

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

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

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

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

### **Parental Leave**

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

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

### **Compassionate Care Leave**

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

### **Family Caregiver Leave**

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

### **Court Leave**

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

### **Leave Without Pay**

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

# Management and Confidential Exclusion Employment Bylaw 2023-35

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

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

## **ALLOWANCES**

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

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

### **Long Service Bonus**

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

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

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

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

### **Retirement Allowance**

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

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

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

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

### **Yukon Bonus**

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

223. Part time employees who have completed one or more years of continuous service shall be entitled to receive a Yukon Bonus travel benefit on a pro rata basis and be entitled to the Yukon Bonus each subsequent year of continuous service thereafter.

224. Unless the employee provides written direction otherwise to the Employer, the Yukon Bonus travel benefit shall be paid out as a taxed benefit. Such benefit shall be automatically paid out in the pay period immediately following the entitlement date and prior to December 31st of each year.

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

225. Termination of employment for the purposes of this bylaw is also deemed to be the revocation of the appointment of the Employee (as applicable). Subject to the terms of this bylaw or any applicable legislation, the discipline, suspension and termination of employment of an Employee shall be governed by the terms of this bylaw.

226. The City may discipline an Employee for any material breach of this bylaw or any other City bylaw or resolution, any material breach of any of the City's policies, procedures, administrative directives and practices, and any other conduct deemed by the City to be inappropriate for an Employee.

227. When imposing discipline on an Employee, the City shall attempt to correct behaviour through the application of progressive discipline. However, it is within the sole discretion of the City to determine the level of discipline appropriate under each

## Management and Confidential Exclusion Employment Bylaw 2023-35

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



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

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

### **GENERAL PROVISIONS**

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

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

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

### **BYLAW REPEAL**

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

### **APPLICATION AND DURATION**

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

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

**FIRST and SECOND READING:**

**THIRD READING and ADOPTION:**

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Laura Cabott, Mayor

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Corporate Services

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

### **SCHEDULE "B"**

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

## Management and Confidential Exclusion Employment Bylaw 2023-35

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

## Management and Confidential Exclusion Employment Bylaw 2023-35

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

## Management and Confidential Exclusion Employment Bylaw 2023-35

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

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

## **ATTACHMENT “A”**

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

#### **Casual Employees**

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

##### **General Holidays**

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

##### **Annual Vacation**

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

#### **Part Time Employees**

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

##### **Overtime**

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

##### **General Holidays**

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

#### **Temporary Employees**

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

##### **General Holidays**

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

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

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

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

**ATTACHMENT "B"**

**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\_\_\_\_.

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



**CITY OF WHITEHORSE**  
**CITY PLANNING COMMITTEE**  
**Council Chambers, City Hall**



**Chair:** Michelle Friesen

**Vice-Chair:** Dan Boyd

November 20, 2023

Meeting #2023-21

- 
1. Public Hearing Report – Zoning Amendment – Range Point Joint Master Plan  
Presented by Peter Duke, Manager, Planning Services
  2. New Business

## ADMINISTRATIVE REPORT

**TO:** Planning Committee  
**FROM:** Administration  
**DATE:** November 20, 2023  
**RE:** Public Hearing Report – Zoning Amendment – Range Point Joint Master Plan

### ISSUE

Public Hearing Report on a bylaw to amend the zoning of Kwanlin Dün First Nation (KDFN) Settlement Land Parcel C-15B, Government of Yukon (YG) Lot 262-6, and approximately 0.3 hectares of unsurveyed vacant Commissioner’s land, known as the Range Point Joint Master Plan (the Plan) site, from FP – Future Planning, RP – Residential Mobile Home Park, and PE – Environmental Protection to various residential and public zones, to allow for a diverse mix of housing developments.

### REFERENCE

- [Zoning Bylaw 2012-20](#)
- [Yukon Environmental and Socio-economic Assessment Board \(YESAB\) Designated Office Evaluation Report – Range Point Residential Development](#)
- [2023 Range Point Joint Master Plan Final Report](#)
- Location Map (Attachment 1)
- Proposed Zoning Amendment Bylaw 2023-29 (Attachment 2)

### HISTORY

The owners of their respective parcels of land within the Range Point Joint Master Plan site have applied to amend the zoning of the subject lots to allow for the development of the Plan. Council approved the Plan on August 14, 2023.

Bylaw 2023-29 received First Reading on September 25, 2023. Public Hearing notifications were sent out in accordance with the Zoning Bylaw 2012-20, including:

- Newspaper advertisements were posted in the Whitehorse Star and Yukon News on September 29 and October 6, 2023;
- Email notifications were sent to the Government of Yukon Land Management Branch, Kwanlin Dün First Nation, and Ta’an Kwäch’än Council;
- Mail notifications were sent to property owners within 100 m of the subject site; and
- A notice sign was placed on the subject site.

A public hearing for this amendment was held on October 23, 2023. Nobody registered for, or spoke, to the amendment at the public hearing.

On November 3, 2023, the YESAB Whitehorse Designated Office recommended that the Plan be allowed to proceed, as it determined that the Plan will not have significant adverse environmental or socio-economic effects in or outside Yukon. The Decision Bodies, KDFN and YG, have yet to issue a Decision on the recommendation.

## **ALTERNATIVES**

1. Proceed with the second and third readings under the bylaw process; or
2. Do not proceed with the second and third readings.

## **ANALYSIS**

No issues with this zoning amendment application were raised as part of the public hearing process and no changes to the application were made following the public hearing.

### **Next steps**

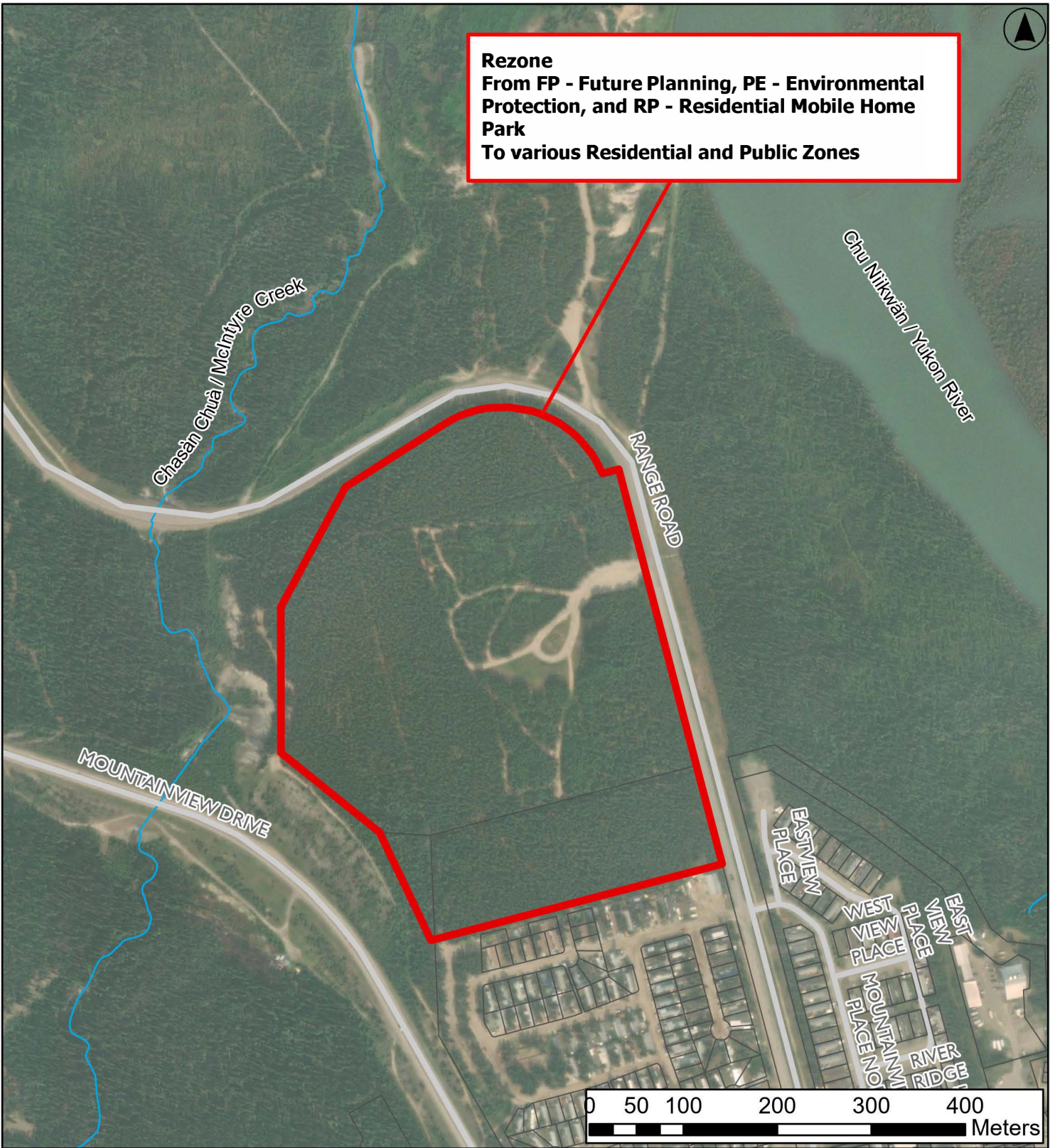
The implementation of the Plan is anticipated to occur over the next few years. Once the rezoning is approved by Council, the Plan partners can prepare the subdivision application and a detailed engineering design, leading to the negotiations of the development and service agreements.

## **ADMINISTRATIVE RECOMMENDATION**

THAT Council direct that Bylaw 2023-29, a bylaw to amend the zoning of the Range Point Joint Master Plan site to allow for a diverse mix of housing developments, be brought forward for second and third reading under the bylaw process.




**Rezone  
From FP - Future Planning, PE - Environmental  
Protection, and RP - Residential Mobile Home  
Park  
To various Residential and Public Zones**



DATE: 2023-09-08

FILE:  
Z-08-2023

 Subject Site

**CITY OF WHITEHORSE - PLANNING AND SUSTAINABILITY SERVICES**

**Zoning Bylaw Amendment**

A proposal to amend the zoning of from FP - Future Planning, PE - Environmental Protection, and RP - Residential Mobile Home Park to various Residential and Public Zones



**CITY OF WHITEHORSE**  
**BYLAW 2023-29**

A bylaw to amend Zoning Bylaw 2012-20

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WHEREAS Section 289 of the *Municipal Act* provides that a Zoning Bylaw may prohibit, regulate and control the use and development of land and buildings in a municipality; and

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

WHEREAS it is deemed desirable that the City of Whitehorse Zoning Bylaw be amended to establish zoning for the Range Point Joint Master Plan site; and

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

1. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of Lot 1469, Quad 105D/14, 93163 CLSR, Lot 262-6, Group 804, 71449 CLSR, and approximately 0.3 hectares of unsurveyed vacant Commissioner’s Land from FP–Future Planning, RP – Residential Mobile Home Park, and PE – Environmental Protection to RCS2 – Comprehensive Residential Single Family, RCM3 – Cottage Cluster Homes, RCM – Comprehensive Residential Multiple Family, RM – Residential Multiple Housing, PE – Environmental Protection, PR – Parks and Recreation, PG – Greenbelt, and PU – Public Utilities as indicated on Appendix “A” attached hereto and forming part of this bylaw.
2. This Bylaw shall come into force and effect upon the final passing thereof.

<b>FIRST READING:</b>	September 25, 2023
<b>PUBLIC NOTICE:</b>	September 29, 2023, and October 6, 2023
<b>PUBLIC HEARING:</b>	October 23, 2023
<b>SECOND READING:</b>	
<b>THIRD READING and ADOPTION:</b>	

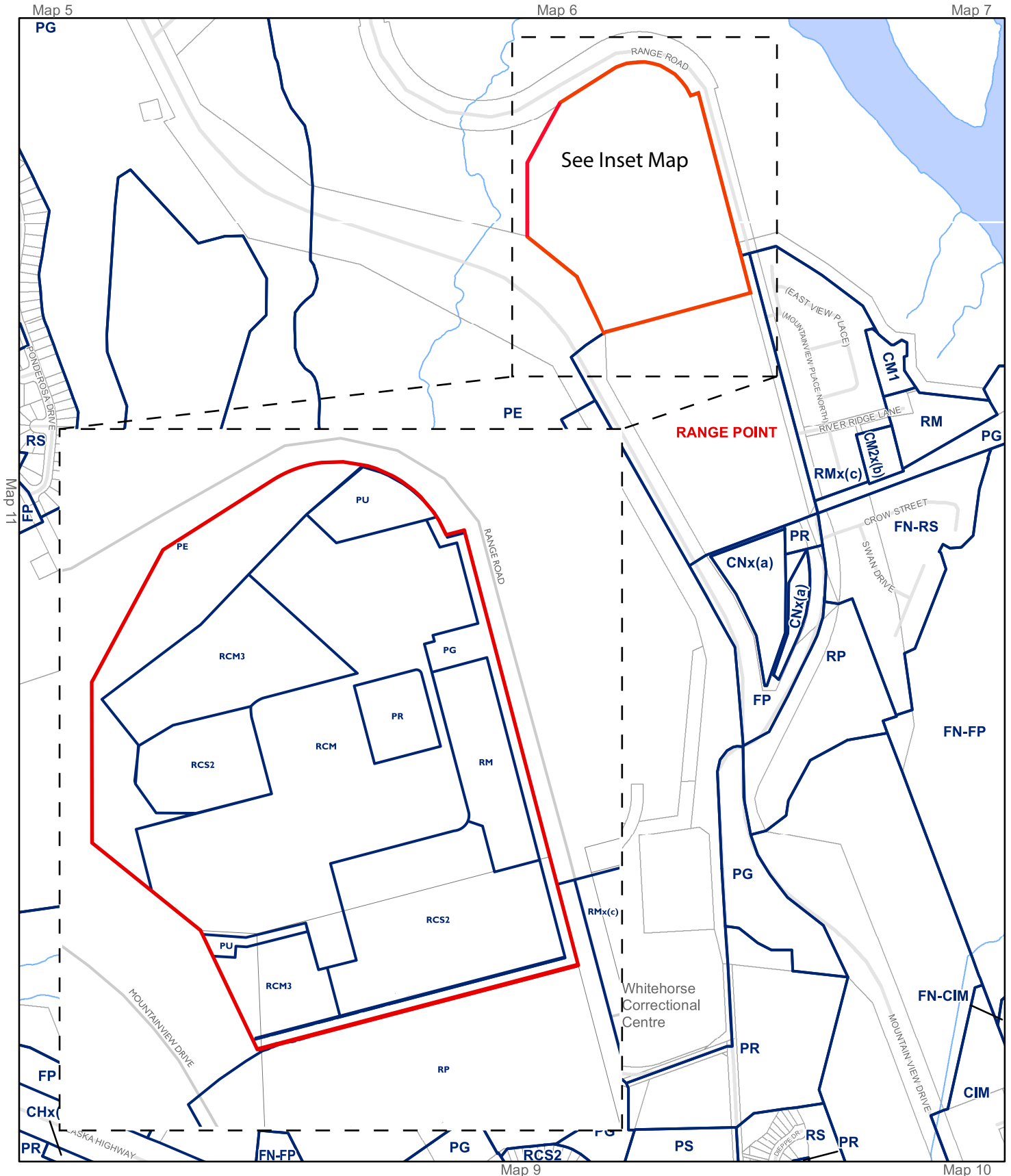
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Laura Cabott, Mayor

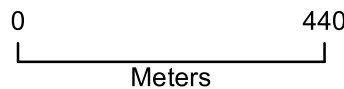
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Corporate Services

# MAP 8



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



Consolidation date:  
February 20, 2023

Projection: NAD 1983 UTM Zone 8