



Village of Carmacks  
By-Law 261-19

**A BY-LAW to provide for conditions of employment for Municipal Employees.**

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**WHEREAS** the Council of the Village of Carmacks desires to establish the terms and conditions governing its employees, and;

**WHEREAS** Section 188 of the Municipal Act, RSY 2002, Chapter 154 and amendments thereto from time to time, provides that council shall by bylaw, establish terms and conditions of employment for employees, officers and the Chief Administrative Officer,

**NOW THEREFORE** the Council of the Village of Carmacks in the Yukon Territory now duly assembled enacts as follows:

**Short Title:**

This bylaw may be cited as the "*Employment Bylaw*"

**Interpretation:**

- a) "**Allowance**" means compensation payable to an employee in addition to the regular remuneration payable for the performance of the duties of a position.
- b) "**Anniversary Date**" means the date on which the employee began their employment with the Village of Carmacks.
- c) "**Bylaw**" means the Employment Bylaw 261-19.
- d) "**CAO**" means the Chief Administrative Officer for the Village of Carmacks.
- e) "**Classification Level**" means one of the pay levels assigned to positions of the Village of Carmacks.
- f) "**Common Law Spouse**" means a relationship said to exist when, for a period of at least one year, an employee has lived with a person, publicly representing that person to be their spouse and lives with that person as if that person were their spouse.
- g) "**Compressed Work Week**" means the total number of regular hours of work is compressed into a smaller number of work days, instead of 8 hours, 5 days a week, work 10 hours, 4 days a week.
- h) "**Continuous Employment**" and "**Continuous Service**" means uninterrupted employment with the Village of Carmacks.
- i) "**Council**" means the Council and elected officials of the Village of Carmacks.
- j) "**Day of Rest**" means a day other than a statutory holiday on which an employee is not ordinarily required to perform his regular duties, other than by reason of an approved absence.
- k) "**Demotion**" means the appointment of an employee for reasons of incompetence, incapability or misconduct to a new position for which the rate of pay is less than that of their former position.
- l) "**Dependent**" means a person residing with the employee who is the employee's spouse, common law spouse, child, step child, grand child or foster child who is under the age of nineteen years and is wholly dependent on the employee for support or being nineteen years of age or older and is wholly dependent on the employee while attending on a full time basis a post secondary educational institution or by reason of mental or physical infirmity, or any other relative of the employee who is wholly dependent upon the employee for support by reason of mental or physical infirmity.

- m) **"Employer"** means the Village of Carmacks.
- n) **"Employee"** means a person who is employed by the Village of Carmacks in either a permanent full-time, permanent part-time, casual, seasonal or term capacity, whether under an employment contract or not, but shall not include independent contractors.
- o) **"Flex Time"** means a system of working that allows an employee to choose, within limits, the hours for starting and leaving each day.
- p) **"Holiday"** means the twenty four (24) hour period commencing at 12:01 a.m. of the day designated as a paid holiday.
- q) **"Lay off"** means an employee whose employment has been terminated as a result of shortage of work or as a result of a discontinuance of a function or funding which may be of permanent or temporary nature.
- r) **"Leave of Absence"** means absence from duty with pay with the employer's permission.
- s) **"Leave Without Pay"** means absence from duty without pay with the employer's permission.
- t) **"Long Service Leave"** means paid leave for eligible employees who have served a minimum of five (5) years continuous service.
- u) **"May"** shall be regarded as permissive and **"Shall"** and **"Will"** as imperative.
- v) **"Overtime"** means work performed by an employee before, after or in excess of the usually scheduled hours.
- w) **"Promotion"** means appointment to a higher classified position.
- x) **"Pre-retirement Leave"** means any remaining vacation leave may be used after a permanent full-time or permanent part-time employee's official last day of work as a "pre-retirement leave".
- y) **"Reclassification"** means when an existing position has been modified substantially or a new position is created to either address operational needs, budgetary constraints or to fulfill human resources objectives, then the salary range will be determined by the Village of Carmacks.
- z) **"Seniority"** means the same as "Continuous Employment or Service".
- aa) **"Time off in Lieu"** means leave given to compensate an employee for additional hours worked.
- bb) **"Under-fill"** means the appointment of a person to a position who does not possess the minimum qualifications to carry out the full functions at the time of hire but shows the potential for development in that position within one year.

### 1. Language

All references in this bylaw where a gender may be expressed or implied shall be considered to include the other gender.

### 2. Application

The provisions of this bylaw will apply to all employees and the employer, unless a separate employment contract has been negotiated between the employee and the employer.

Where a provision of this bylaw does not meet the requirements of applicable federal or territorial legislation, (ie. Yukon Employment Standards Act), federal or territorial legislation will prevail.

### 3. Types of Employment

*Permanent full-time* means an employee who works at least seven and one half (7½) hours each day for a period of thirty seven and one half (37½) hours per week or an employee who works eight (8) hours per day for a period of forty (40) hours and has accepted employment with the employer.

*Permanent part-time* means an employee who works less than the prescribed full-time schedule but the portion of the period is spread over the normal work schedule.

*Seasonal* means an employee who works on either a full-time or part-time basis but works only a portion of each year.

*Casual* means a person who is hired for work of temporary nature and is not entitled to full or part time benefits and has no guaranteed hours of work.

*Term* means an employee who is employed for a specific time period or project on either a full-time or part-time basis.

#### **4. Hours of Work**

Regular hours of work shall be thirty seven and one half (37½) hours per week for administrative staff and recreation staff. For municipal services employees, the regular hours of work shall be forty (40) hours per week.

Part-time, term, seasonal and casual employees' hours of work will be determined at the time of hire and may be adjusted from time to time.

Normal hours of work for full time employees shall be:

- a) Administrative      8:30 a.m. to noon      12:30 p.m. to 4:30 p.m.
- b) Municipal Services    8:00 a.m. to noon      1:00 p.m. to 5:00 p.m.  
regular work week, or 8am to 2pm 3pm-7pm compressed work week
- c) Recreation, hours of work will vary to meet program needs as much as possible – these regular hours will not exceed 7.5 in one day or 37.5 hours in one week.

Hours of work and shift scheduling may be changed by mutual agreement between the employee and their supervisor.

All employees shall receive a one hour lunch (meal) break and two fifteen minute rest periods per workday. One rest period in the mid morning and one in the mid afternoon is desired. Lost rest periods cannot be accrued.

#### **5. Probationary Periods**

All new employees will be placed on a probation period of six (6) months. The employer may extend the period of probation for up to six (6) additional months, where the employer feels that an extension of probation is warranted.

If an employee does not successfully complete their probationary period on transfer or promotion, the employer will make every reasonable effort to appoint them to a position comparable to the one from which they were transferred or promoted. The employer shall, in writing, provide that employee with a clear explanation of reason(s) for unsuccessfully completing the probationary period.

For employees who do not successfully complete their probationary period upon being appointed other than by transfer or promotion, the employer shall make reasonable effort to inform that employee in advance so the employee can make arrangements for departure.

#### **6. Performance Reviews**

Performance reviews will be conducted, in writing, prior to the end of the six month probationary period and if the probationary period is extended for an additional six months, will be conducted again at 12 months of employment. After successfully passing probation, performance reviews will generally be conducted, in writing, annually prior to the employee's anniversary date. The direct supervisor will conduct all performance reviews.

The employee will have an opportunity to discuss each review with their supervisor.

All performance reviews will be kept in the employee's personnel file. Employees may view their file on request with an authorized employee who has access to such files.

## **7. Salary Reviews**

Each employee's salary will be reviewed annually along with the performance review and the employee may be recommended for an increase in salary. Increases will be provided on the basis of merit and funds available and consideration under the pay equity scale. The employer is not obligated to provide a rate of pay increase annually.

## **8. Discipline, Suspension and Termination**

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.

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

When imposing discipline on an employee, the employer shall attempt to correct behaviour through the application of progressive discipline. However, it is within the sole discretion of the employer 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.

Pursuant to section 189 of the Municipal Act, an employee may appeal in writing to Council within five (5) working days of a disciplinary suspension or termination with cause under this section pursuant to section 184 of the Municipal Act.

- (1) After hearing the employee and others as Council deems necessary, Council shall extend, reduce, or confirm the suspension, or overturn the suspension and/or reinstate the employee.
- (2) The employer's internal procedural obligations pursuant to this provision shall be fully discharged, and the rights of the employee fully and fairly satisfied if the employee has been provided written notice summarizing the reasons for the suspension and the opportunity to provide written submissions to Council prior to a decision being made.
- (3) The employer may invoke non-disciplinary leaves with or without pay pending investigation and such non-disciplinary leaves do not constitute discipline, a suspension or termination/dismissal for the purposes of this section of the bylaw until a decision to impose discipline or termination is made and communicated to the employee. For greater clarity, there is no entitlement to appeal to Council for non-disciplinary leaves invoked by the employer.

The employment relationship between the employer and the employee may be terminated in any of the following manners:

- (1) By written agreement between the employer and the employee.
- (2) By the employee, upon providing two week's written notice of resignation to the employer. The employer 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 two week's notice.
- (3) By the employee retiring upon written receipt of notice of retirement.
- (4) By the employer, 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 Village 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 Village of Carmacks' 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.

The employee may appeal in writing to Council within five (5) working days of a termination for cause.

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

The employment of temporary employees will terminate at the end of the fixed term established by the employer for the temporary employee unless terminated earlier by the Village providing the minimum notice or pay in lieu of notice required by the *Yukon Employment Standards Act* (if any).

Unless otherwise agreed to in writing by the employer, 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 *Yukon Employment Standards Act* and then only the minimum entitlement will be provided.

Where notice is required pursuant to this bylaw and any applicable laws, all of the employer'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 employer providing the greater of the notice or pay in lieu of notice pursuant to this section and the minimum entitlement pursuant to the *Yukon Employment Standards Act*. All notice pursuant to this section is inclusive of the entitlements pursuant to the Act.

It is within the sole discretion of the employer to elect to continue all or any part of the remuneration and benefits of an employee during a period of suspension pursuant to this bylaw including any suspension that is under appeal.

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 employer or required by the *Yukon Employment Standards Act*, and the employee shall have no further legal claim of any kind against the employer arising out of the termination of employment or arising out of this bylaw.

There are no procedural or appeal rights other than as expressly stated in this section of this bylaw.

#### **9. Pleasure of Council**

Subject to the provisions of an employment contract, the C.A.O. serves at the pleasure of Council.

#### **10. Lay-off/Resignation**

Permanent full-time, permanent part-time, casual, seasonal and term employees are subject to lay-off or termination of employment and will be provided notice or pay in lieu of notice in accordance with *Yukon Employment Standards Act*. Permanent full-time and permanent part-time employees will also receive any eligible payouts such as unused vacation leave or lieu time and travel time prorated from their anniversary date to the date of lay off.

All employees during their probation period are subject to dismissal with notice or pay in lieu of notice.

Permanent full-time and permanent part-time employees who are laid off for reasons of lack of work or lack of funds may be recalled on the basis of seniority and qualifications. Permanent employees will be laid off on the basis of reverse seniority and qualifications by classification. Permanent full-time and permanent part-time employees may be recalled to work and must be prepared to report back to work within ten (10) working days of notice being given. Failure to do so will result in employees forfeiting their recall rights.

Employees resigning from the employer must give a minimum of two weeks' notice, in writing, of their intent to resign, unless otherwise provided by an employment contract.

## 11. Rates of Pay

Rates of pay are listed in the Pay Equity Scale attached as "Schedule A" and forming part of this bylaw. Except as otherwise agreed, all employees are paid hourly. Any dispute over rates of pay shall be adjudicated by conditions in the *Yukon Employment Standards Act*.

The Pay Equity Scale will be updated annually by the Dec over Dec CPI for Whitehorse, available annually from the Government of Yukon Statistics Branch.

- 1) The CPI update of the wage scale shall be approved by Council resolution prior to being implemented each year.
- 2) An annual CPI increase shall not exceed 2.5% in any given year.
- 3) Where the CPI indicates a negative adjustment, the wage scale will not be amended.

**Straight time** means the regular hourly rate. Overtime means hours worked in excess of regularly scheduled work hours. Time and one half means 1.5 times the straight time rate.

**Double time** means 2 times the straight time rate.

**Flex Time** means a way of varying the hours an employee works on a daily basis. With the agreement of their supervisor, an employee may agree on any particular day to start work a little earlier and end a little earlier, or start and end work a little later. This option helps the employee accommodate such personal needs as errands, pick-up times for children or "one-off" commitments when they don't want to take paid leave.

Requirements for flex time:

- a) The employee and their supervisor must agree in advance on the variation and must ensure that operational requirements can be met.
- b) The employee must still work the same days and the total number of regular hours for the week (37½ or 40 hrs per week).
- c) The seven-day advance notice requirement of a change in schedule is not needed.
- d) A flex variation cannot result in extra payments (e.g. overtime or shift premiums) which the employee would not otherwise have earned by working their regular schedule.
- e) The employee may not split their working day (e.g. 7:30 – 11:30 a.m. and 4:00 – 7:30 p.m.).
- f) The employee and supervisor must ensure that the use of flex time is not habitual and is only requested on occasion.

### **Underfill Rate of Pay:**

An underfill rate of pay applies to employees hired on an under-fill basis. An employee hired to a position on an under-fill basis shall be offered a one (1) year term contract with an hourly salary that may be up to 15% lower than the Salary Range. The C.A.O., supervisor and employee shall agree to a professional development plan that will enable the employee to obtain the basic qualifications for the position over the contract term.

The employer shall support the employee with financial assistance for professional development, such as covering travel costs, course fees or tuition, and payment of salary to attend training.

The employee's performance and professional development progress in the underfill position may be reviewed at 3, 6 and 9 months, and at least one month prior to the end of their 1 year contract a formal written evaluation will take place. If the evaluation result is at least "Meets expectations," the employee shall be offered the position on a permanent basis with a Hourly Salary within the Salary Range, otherwise the employee may be terminated.

### **Classification/Reclassification:**

Classification of existing or new positions is within the sole discretion of the employer.

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.

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.

When an employee's position is reclassified but remains in the existing salary range, the employee's salary will remain unchanged.

**Promotion:**

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 up to 10%.

**Demotion:**

Upon demotion to a lower classified position, an employee's pay will be adjusted to the pay range for the position appointed to and will receive an hourly salary within the salary range assigned to the position.

**Overtime:**

Employees called back to work after their regular shift shall be compensated at time and one half (1.5) of their hourly rate for a minimum of two (2) hours.

All approved overtime will be payable to the employee on the next bi-weekly pay following the time the overtime was earned.

- a) Overtime may be "banked" and used as lieu time to a maximum of 35 hours for Administrative and Recreation Staff and 40 hours for Maintenance staff.
- b) All employees must have authorization from their supervisor to work more than the scheduled hours. The supervisor must authorize the overtime. Except in an emergency, failure to receive permission will deem that additional time as voluntary time.

**Lieu Time:**

Lieu time means time that has been accumulated in a pay period as overtime but instead of being paid out, it is banked and is used as time off with pay. Banked lieu time cannot exceed 35 hours for Administrative Staff and Recreation Staff and 40 hours for Municipal Services Staff. Any time banked must be taken prior to any vacation days being taken. Any accumulation of banked time will be paid out at the end of the fiscal year (Dec 31).

**Acting Pay:**

Acting supervisor rate is two dollars (\$2.00) per hour in addition to the employee's regular rate. Acting pay may be paid only if there is written delegation in excess of five working days (5) for a regular work week or four (4) working days in a compressed work week. Acting pay shall not be paid on overtime.

**12. Registered Retirement Savings Plan**

Unless otherwise provided in an employment contract, the employer will contribute to an RRSP approved by the employer, on behalf of the permanent full-time and part-time employees, an amount equal to:

<u>Years of Service</u>	<u>Employer Matching</u>
One and less than 4	25 percent of employee's contribution
4 and less than 11	50 percent of employee's contribution
11 and less than 15	75 percent of employee's contribution
More than or = 15	100 percent of employee's contribution

The maximum annual employer contribution will not exceed 9% of the employee's annual gross salary.

Contributions to the RRSP shall be fully vested.

All permanent full-time and part-time employees hired after adoption of this bylaw will be entitled to participate in the group RRSP Plan or may choose a private RRSP plan.

The employer contributions shall be treated as a taxable benefit and shown as such on the employee's annual T-4 statement.

### **13. Medical and Group Insurance Benefits**

The Village of Carmacks' Group Benefits plan provides permanent full-time and permanent part-time employees with the following coverage and cost shares the premiums with the employee:

- Group Life/Accidental Dismemberment and Disability Insurance
- Weekly Indemnity
- Long Term Disability
- Extended Health
- Dental

All permanent full and part-time employees hired after adoption of this bylaw must participate in the Group Benefits Plan.

### **14. Moving Allowance and Staff Accommodation**

For employees hired from outside the community, the employer may pay for personal belongings not including snowmobiles, ATVs or other vehicles to be shipped to a maximum of two thousand dollars (\$2000). This expense may be approved at the time of hire and is paid upon submission of receipts.

Staff accommodation may be provided to employees hired from outside the community in suites available in the Village duplex building.

Staff accommodation rental rates will be decided by resolution of the Municipal Council unless specified in any employment contract terms.

Operation or conducting of a private business in staff housing is not permitted unless such business is approved by the employer.

### **15. Clothing and Protective Equipment**

Subject to the written approval of the C.A.O., the municipality will provide each employee for whom it is deemed necessary the following:

- a) Winter and summer safety boots as required to a maximum of one pair each per employment year. The employee shall wear safety boots at work where the footwear has been supplied.
- b) Winter and summer coveralls as required to a maximum of two pair.
- c) Gloves shall be provided by the supervisor for any position requiring hand protection. It is the responsibility of all employees to wear the correct gloves in the performance of their work. An employee shall wear gloves when so instructed.

The employer may provide specific safety apparel or devices for individual employees to comply with safe work practices.

### **16. Leave**

#### **Sick Leave**

Permanent full-time employees are entitled to sick leave credits of 1.25 days per month, where the employee has worked at least ten (10) working days that month.

Permanent part-time employees' vacation and sick leave credits will be prorated based on the number of hours worked in a month.



Sick leave credits will accumulate to a maximum of twenty (20) days (15 days earned per year and a carry over of 5 days). Any days in excess of five (5) days at the end of the year will not be carried forward. Employees must make an effort to advise their supervisor prior to the commencement of their regular working hours that they are sick and unable to attend work. A sick leave request form must be completed after returning to work. If an employee fails to complete a sick leave request form, they will be deemed to have been away without permission and will not be entitled to sick leave. At the employer's discretion, a letter from a qualified nurse or doctor may be requested for confirmation.

A letter from a qualified nurse or doctor is necessary for any sick leave above two (2) occasions per month or longer than three (3) days in a row. Pay will only be given for the eligible amount of sick leave credits accrued.

Sick leave credits will not be paid out on termination of employment.

### **Special Leave**

Permanent full-time employees are entitled to special leave with pay will be given for up to five (5) days where there is a serious illness or death in an employee's immediate family. Immediate family is defined as father, mother, grandparents, brother, sister, spouse, common law spouse, father-in-law, mother-in-law, child or any relative whom the employee lives with or who lives with the employee. Permanent part-time employees will have their special leave prorated based on the number of hours worked in the month.

Special leave with pay for two (2) days with pay will be given to an employee on the birth of the employee's child, adoption of a child, or when an employee is to be married. The approval of special leave in this incident will be subject to operational requirements.

Special leave with pay shall be given to an employee to serve on a jury or who is called as a witness. If compensation is provided, it will be deducted from or reimbursed by the employee.

Special leave credits shall accumulate at a rate of one half (1/2) day per month to a maximum of ten (10) days, provided the employee has been paid for ten (10) days that month.

**Special Leave Restrictions:** 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) Other leaves (eg. Vacation, maternity, paternity, adoption or parental leave); (3) Leave of absence without pay; (4) Suspension; or (5) Long-term disability benefits.

Special leave is not meant to supplement/increase weekly indemnity, vacation, maternity, paternity, adoption, or parental leave. 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.

### **Leave Without Pay**

Under special circumstances and 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 (10) working days are subject to your supervisor's and the Chief Administrative Officer's approval.

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

Except where provided otherwise by statute, employees who have for any reason been granted leave without pay in excess of thirty (30) calendar days will have their increment date and Continuous Service date to be advanced by the total amount of leave taken.

Applications for leave without pay should be submitted at least thirty-one (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 fourteen (14) calendar days of the date of application.

### **Vacation Leave**

Vacation leave will be granted on the basis of seniority and no two employees within the same department may be off on vacation leave at the same time unless authorized by the Chief Administrative Officer.

During the first year of employment, a permanent full-time employee will earn vacation leave at the rate of one (1) day per month.

In subsequent years, for each month of a fiscal year in which a permanent employee receives at least ten (10) days pay, they shall earn vacation leave at the following rates:

<u>Years of Service</u>	<u>Entitlement</u>	<u>Accrual Rate</u>
One and less than 4	15 days/annum	1.25 days /mo
4 and less than 11	20 days/annum	1.67 days /mo
11 and less than 15	25 days/annum	2.08 days /mo
15 or More	30 days/annum	2.50 days/month

Permanent part-time employees vacation credits will be prorated based on the number of hours worked in a month.

All vacation requests must be submitted at least two (2) weeks in advance and seniority will be used to determine between overlapping dates requested.

Whenever possible, vacations will be taken in the year immediately following the calendar year in which they are earned.

The maximum vacation that can be carried from one year to the next will be equal to one (1) year vacation time that the employee has earned , and the rest will be paid out at the end of the fiscal year.

At retirement, a permanent full-time or permanent part-time employee may use all or part of their remaining vacation time after their official last day of work as a "pre-retirement leave". All benefits will remain in place until the last day of work or vacation, whichever comes later.

#### **Long Service Leave**

All permanent full-time and permanent part-time employees will be recognized for their long service on completion of each five continuous years of active service and will receive five (5) days of long service leave after reaching each milestone.

Casual and term employees are also recognized for their long service based on every five years of active service or five seasons of active service.

#### **Maternity Leave**

Maternity leave without pay will be approved in accordance with the *Yukon Employment Standards Act*.

#### **Parental Leave**

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*.

#### **Injury on Duty Leave**

Permanent full-time and permanent part-time employees who are injured on the job and have their claim approved by the Yukon Workers' Compensation Health and Safety Board (YWCHSB) shall be granted Injury on Duty Leave with pay for such reasonable period as may be determined by the YWCHSB.

Where such leave is granted, permanent full-time and permanent part-time employees shall assign to the employer all payment received from the Workers' Compensation Health & Safety Board covering the period of Injury on Duty Leave.

Casual, term and seasonal employees on leave due to an approved YWCHSB claim will receive compensation directly from YWCHSB.

#### **Travel Allowance**

Each permanent full-time and permanent part-time employee is entitled to a travel allowance annually on the anniversary date of employment. The travel allowance will consist of a payment of two thousand five hundred dollars (\$2500) per year based on full time employment status.

No employee shall receive travel allowance within the first twenty four (24) months of employment (or in the case of seasonal employees, the completion of 2 seasons) or if the employee resigns their position before the twenty four months are served. Overtime shall not shorten the eligibility period of twenty four (24) calendar months. Travel allowance is paid annually on second anniversary date of the employee's commencement of employment with the Village.

Casual employees are not eligible for travel allowance.

Seasonal employees are eligible for travel allowance, it will be prorated on the length of the season and is to be paid upon season end.

Term employees are eligible for travel allowance, it will be prorated on the length of employment and is to be paid upon the end of the term of employment.

#### **17. Paid Holidays**

General holiday pay will be paid for the following general holidays:

- a) New Year's Day
- b) Heritage Day
- c) Good Friday
- d) Easter Monday
- e) Victoria Day
- f) National Aboriginal Day
- g) Canada Day
- h) Discovery Day
- i) Labour Day
- j) Thanksgiving Day
- k) Remembrance Day
- l) Christmas Day
- m) Boxing Day

#### **18. Training**

All employees must be willing to take any training considered necessary by the employer to fulfill their duties.

Any employee taking training or on business travel for the employer will have accommodation paid and will receive allowances for meals, except for meals supplied by a host or enroute by a carrier at the annual rate determined by Yukon Government. Vehicle mileage will be reimbursed at the Yukon Government rate if the employee is required to use a personal vehicle for business travel.

#### **19. Conditions of Employment**

All new permanent full-time and permanent part-time positions shall be authorized by Council.

Notwithstanding the provisions of this bylaw, the employer is not restricted in the management and direction of its employees.

#### **20. Meetings Between Employees And Other Organizations**

Upon reasonable notification, the employer will grant time off without pay to an employee who is a member of an outside board or agency to attend meetings for which they receive an honorarium. These meetings shall be limited to two (2) per month.

Employees engaged in emergency response activities unrelated employment duties will be granted time off to attend to the emergency response and for recuperation if needed. The response time will be considered leave with pay, except that if the employee is paid for their emergency response, the employer will compensate the employee for only the shortfall between the emergency response payment and their regular pay. Recuperation time will be considered leave without pay.

**21. Repeal**

71. Bylaw 242-18 and amendments thereto is hereby repealed.

**Effective Date**

This Bylaw will be in effect on the first day of the next calendar month following adoption by Council.

READ A FIRST TIME this 3rd Day of September , 2019.

READ A SECOND TIME this 3rd Day of September, 2019.

READ A THIRD TIME AND FINALLY PASSED THIS this 17th Day of September , 2019.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Administrative Officer