

## Village of Haines Junction

### Bylaw No 356-20

#### A Bylaw Establishing the Conditions of Employment for Non-Union Staff

#### WHEREAS

- A. Section 188 of the *Municipal Act* provides that Council shall by Bylaw establish the terms and conditions 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.
- B. Village of Haines Junction Bylaw No. 357-19, Conditions of Employment for Unionized Staff, establishes the terms and conditions of employment for Unionized Staff

**NOW THEREFORE**, the Council of the Village of Haines Junction in open meeting assembled, hereby **ENACTS AS FOLLOWS:**

#### 1. Short Title

- 1.1. This Bylaw may be cited as the **BYLAW NO. 356 – 20: CONDITIONS OF EMPLOYMENT FOR NON-UNION STAFF.**

#### 2. Application

- 2.1. This Bylaw applies to those employees of the Village who are not members of the Union or of the bargaining unit, whether such employees were appointed before or after this bylaw came into force.
- 2.2. The text of this Bylaw forms part of all employee contracts, letters of engagement, and offers of employment whether made in writing or orally. Where any part of this Bylaw conflicts with a term in an employment agreement, the term in the employment agreement applies.

#### 3. Definitions:

- 3.1. In this Bylaw, unless the context otherwise requires, means:
  - 3.1.1. “Village” or “Employer” means the Village of Haines Junction;
  - 3.1.2. “Council” means the Council of the Village of Haines Junction;
  - 3.1.3. “Collective Agreement” means the Collective Agreement between the Village of Haines Junction and the bargaining unit certified by the Canada Industrial Relations Board pursuant to Order 10650-U;
  - 3.1.4. “Management Employee” means those individuals occupying the positions of Chief Administrative Officer, Treasurer, Public Works Manager and Corporate Administrator; and,

- 3.1.5. “Staff” means the Officer Assistant and any other employee who is not a member of the Union nor a member of the bargaining unit but is employed on a permanent or temporary basis.

#### **4. Manner of Appointment**

- 4.1. The Chief Administrative Officer will be appointed by Council.  
 4.2. The Chief Administrative Officer will appoint all other employees.

#### **5. Promotion**

- 5.1. The Chief Administrative Officer shall be responsible for the promotion all Management and Staff Employees.

#### **6. Internal Promotions**

- 6.1. Employees who are promoted within the organization will not be subject to any waiting period for benefits or other entitlements. Any accrued and unused ‘banks’ owed to an employee at the time of their promotion will be carried forward.

#### **7. Employee Categories**

- 7.1. There are three Employee Categories: Management Employees, Staff Employees and Employees hired through Community Support Initiatives or similar programs.  
 7.2. Employees may be hired either as Term employees (defined start and end date of employment) or Continuing Employees (defined start date).

#### **8. Annual Remuneration**

- 8.1. The salary of employees is dependent on their qualifications and experience. Employees will be placed on the following pay bands:

<b>Position</b>	<b>Classification</b>	<b>Minimum Salary</b>	<b>Maximum Salary</b>
Chief Administrative Officer	Management	\$90,000	\$150,000
Treasurer	Management	\$75,000	\$110,000
Public Works Manager	Management	\$80,000	\$110,000
Corporate Administrator	Management	\$60,000	\$100,000
Office Assistant.	Staff	\$40,000	\$65,000
Temporary Miscellaneous Positions	Staff	\$35,000	\$75,000

Temporary	Community Support Initiative	Contract Dependent	
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8.2. Salary will be paid in bi-weekly installments by direct deposit to the Employee's bank account.

**9. Annual Pay Increase**

9.1. To avoid wage compression between union and non-union employees as well as to avoid delay in the implementation of wage increases, non-union staff shall receive the same general pay increases approved by Council for union staff.

**10. Other Pay and Allowances**

**10.1. Merit Bonus**

10.1.1. Employees may receive a merit bonus or pay increase for outstanding performance.

**10.2. Remote Worksite Allowance**

10.2.1. To attract and retain staff, Council may pay employees a Remote Work Site allowance in accordance with Canada Revenue Agency IT-91R4.

**10.3. Relocation Allowance**

10.3.1. To assist in the recruitment of staff, a relocation allowance may be offered. The terms of receiving the relocation allowance will require repayment of a proportionate amount should the employee not complete a stipulated period of time as an employee.

**10.4. Travel Allowance**

10.4.1. Employees will be entitled to the same travel allowance as unionized employees.

**11. Hours of Work**

11.1. For the Public Works Manager the hours of work will be forty (40) hours per week.

11.2. For Administrative Management and Administrative Staff, the usual hours of work will be thirty-seven and one-half (37.5) hours per week.

**12. Overtime**

**12.1. Staff**

- 12.1.1. Staff will be paid overtime for all hours worked in excess of 8 hours per day or 40 hours per week. Employees will be paid one and one-half times their regular rate for the first two (2) hours and two times their regular rate for hours worked beyond two hours.
- 12.1.2. Overtime may not be worked without the prior authorization by the applicable manager.
- 12.1.3. Overtime worked will be paid out on each paycheque, or banked as per the Employee's request to a maximum of fifteen (15) days. Any amount accrued in excess of fifteen (15) days will be paid out.

## 12.2. **Management**

- 12.2.1. Management will not be entitled to overtime pay. However, in recognition of the additional hours required to attend Council meetings, Committee of the Whole meetings or other community meetings, management may receive between five (5) and fifteen (15) days' additional paid time off per year. The amount will be determined by the CAO taking into consideration the additional activities (meetings, etc.) the Management Employee is required to attend outside of their usual hours of work.
- 12.2.2. Such pay is deemed to be income for purposes of tax and other deductions.

## 13. **Benefits**

- 13.1. Management Employees and staff who qualify are entitled to the Village of Haines Junction employee medical, dental, AD & D, group life, and life insurance benefit package. Term or Temporary employees whose contract is less than five (5) months will not receive benefits.
- 13.2. The Employer will pay one hundred percent (100%) of the premiums for the following benefits for full time employees:
  - 13.2.1. Life & Accidental Death or Dismemberment;
  - 13.2.2. Critical Illness;
  - 13.2.3. Extended Health; and,
  - 13.2.4. Dental.
- 13.3. Management Employees and staff who work part-time (less than forty (40) hours per week if public works or recreation assignment and thirty-seven and one-half (37.5) hours administration) will have a prorated portion of benefit premiums paid by the employer. The portion to be paid by employees will be deducted from their pay cheque.
- 13.4. The benefit entitlement levels will be equal to that received by Union Employees under the applicable Collective Agreement as amended from time to time.
- 13.5. The liability of the Employer with respect to disability benefits or any other benefits is limited to only the premiums or portions of premiums related to the provision of benefit plans. The Employer is expressly not to be constituted the insurer in the event the insurance company denies coverage or for some other reason the insurance is not effected.

## **14. Statutory Payroll Deductions**

- 14.1. The Employee authorizes the Employer to deduct from the Employees' salary all deductions required by law to be made by the Employer, including for Canada Pension Plan, Employment Insurance Premiums, and Income Tax Deductions.

## **15. Registered Retirement Savings Plan**

- 15.1. Employees are required to enroll in a registered retirement savings plans. Both the employer and employee will make a matching contribution of nine percent (9%) of salary. For the purpose of this calculation, the percentage will be calculated on base annual pay and expressly does not include overtime, travel allowance, and payouts of vacation pay.

## **16. Vacation and Vacation Pay**

- 16.1. Employees will earn four (4) weeks' paid vacation in each of their first and second years of employment. Employees who have completed more than two (2) years' employment will be entitled to annual vacation and vacation pay in accordance with the terms of the Collective Agreement, as amended from time to time.
- 16.2. Employees are required to make every effort to schedule and use vacation in the year in which it was earned. When such is not possible, employees will be allowed to carry a maximum of fifteen (15) days into the following year.
- 16.3. To support the concept of a work-life balance, earned vacation that is carried forward must be used in the carry forward year. If it is not used in the carry forward year it is paid out.
- 16.4. Employees are required to communicate with their supervisors, as soon as possible in each calendar year, when they would like to schedule vacation. Supervisors will make reasonable efforts to approve vacation for the period(s) requested.

## **17. Statutory Holidays**

- 17.1. All management and staff will be entitled to receive statutory holidays with pay, in accordance with the terms of the Collective Agreement, as amended from time to time.

## **18. Leaves of Absence**

- 18.1. Non-Union employees are entitled to the following leaves as per the Collective Agreement:
  - 18.1.1. Long Service Leave;
  - 18.1.2. Travel Time;
  - 18.1.3. Illness and Injury Leave;
  - 18.1.4. Jury Duty and Public Service Leave;
  - 18.1.5. Leave Without Pay for Personal Matters or Other Reasons;
  - 18.1.6. Health and Wellness Leave;

- 18.1.7. Special Leave;
- 18.1.8. Sick Leave;
- 18.1.9. Injury on Duty Leave; and,
- 18.1.10. Any other leave made available by negotiated change to the Collective Agreement.
- 18.2. Non – Union employees will not be entitled to those leaves that pertain to conducting union business.

## **19. Approval of Absence**

- 19.1. Employee will be required to obtain advance approval of planned absence from work for any reason. Approval will be granted subject to the staffing or operational needs of the municipality.

## **20. Expenses**

- 20.1 Expenses will be reimbursed pursuant to the Village of Haines Junction Expense Reimbursement Policy.

## **21. Discipline**

- 21.1 In the event that the Employee engages in minor breaches of standards of behavior or work performance, which do not amount to a material breach of the employment relationship, the Employee's supervisor may impose progressive and corrective consequences and discipline. Such may include: coaching, mentoring, oral warnings, written warnings and brief suspensions of no longer than three (3) days without pay.

## **23. Termination and Resignation**

23.1 The Employment Relationship with the Employee may be terminated as follows:

- 23.1.1 by the Employer providing the Employee with the equivalent of three (3) months' salary (less statutory deductions and other deductions) in lieu of notice, plus another month's salary per partial or complete year of service to a maximum of twelve (12) months pay. The parties will use the date of hire for the purpose of calculating notice or pay entitlement. The amount of severance will be salary only and will not include the value of any benefits;
- 23.1.2 to facilitate employee job search, the Employer and Employee may agree to provide working notice to the equivalent period of time for which the employee would be entitled to receive payment for pursuant to clause (a) of this article;
- 23.1.3 by the Employee giving the Employer a minimum of one (1) month's notice in writing, of their intent to resign. Once the Employee provides written notice, such is irrevocable and the Employer is not required to agree to any withdrawal of such notice; and,

23.1.4 at any time by the Employer, without notice or pay in lieu of notice, for cause. Cause shall include but not be limited to:

(i) a material breach by the Employee of material terms of this Agreement as determined by a majority vote of two-thirds of Council. A material breach is behaviour or deficit in work performance of some significance in the particular context of the employment relationship;

(ii) conviction of the Employee for an indictable offence;

(iii) any dishonesty of the Employee; and,

(iv) wilful disobedience to the Employer's orders in matters of substance, such as serious misconduct; serious insolence; neglect of duty; fraud; conflict of interest; falsification of employment application forms; sexual harassment; repeated tardiness; and, theft, whether or not there is a conviction for a criminal offence.

without limiting the generality of (i), (ii), (iii) and (iv) above, ongoing unsatisfactory performance of duties and functions, performance incompetence or neglect of duty, contrary to the expectations set out in Article 25 below.

## **24. Probationary Employees**

24.1 When a management or staff employee is appointed, they shall be subject to a period of six (6) months' probation or any other length of probation specified in their employment agreement. Where it is determined that the Employee is to be terminated during their probation period, the following applies:

24.1.1 the decision to terminate the CAO shall be made by Council; and,

24.1.2 the decision to terminate any other Employee shall be made by the CAO.

24.2 In the event of termination during a probation period, severance pay shall be in accordance with legislative requirements in effect at that time.

## **25. Employee Obligations**

25.1 The Employee shall at all times diligently, competently and effectively perform their duties and, without limiting the generality of the foregoing, the Employee shall:

25.1.1 obey and observe all lawful orders and directives, whether verbal or written, of the Employer;

25.1.2 obey and observe all administrative rules and regulations and any other rules and regulations now in force or from time-to-time promulgated by the Employer and governing the operation of the Employer's undertaking or the duties of the Employee;

25.1.3 except as required by law, either during their employment with the Employer under this Agreement or at any time after that employment ceases, not to divulge or disclose any secret or confidential information or other information which, in good faith and good conscience, ought not to be disclosed, which the Employee receives or becomes aware of in the course of his employment, relating to the Employer, the Employer's operations

- or undertaking, other employees of the Employer or any other persons with whom the Employer has any dealings;
- 25.1.4 co-operate fully with Council members, officers and other employees of the Employer and members of the public, and not promote disharmony or discontent amongst employees of the Employer;
- 25.1.5 avoid action or circumstances which cause or have the potential for causing a conflict of interest. To that end, an Employee considering becoming an officer, employee, contractor for service, agent or representative of any other company, society, partnership, firm, person, organization or enterprise shall communicate that intention to Council or designate; and,
- 25.1.6 generally not do anything that would adversely affect the interests of the Employer.

## **26 Reporting Relationship**

- 26.1 The Employee reports to the Council on all matters, or to Council's designate.

## **27 Attendance at Work**

- 27.1 The Employee shall perform their duties at the Employer's place of business or at such other place as the Employer may from time-to-time designate, during the hours in which the Employer's place of business is open to the public from Monday through Friday inclusive during each week, statutory holidays excepted, and during such additional hours and other times as may reasonably be required by the Employer or reasonably necessary for the Employee to fully and effectively carry out their duties.

## **28 Medical Certificates**

- 28.1 In the event that the Employee is absent from employment due to illness the Employer, at its option, may require the Employee to provide the Employer with a certificate signed by the Employee's physician stating the reason why the Employee did not attend at his employment and the specific reasons the Employee was disabled from performing the duties of their position. It is acknowledged that such information does not require the identification of the Employee's diagnoses. At the discretion of the Employer, the Employer may require an independent medical examination by a physician appointed by the Employer. In that event, the Employer will pay for the cost of the examination and any Report obtained.

## **29 Incapacitated Employee**

- 29.1 The Employer will continue to pay to the Employee in the event they are totally disabled from attending work and performing the duties of their position, for a maximum of 130 days or the amount the employee has in their sick leave bank, whichever is less. Should

the Employee not have 130 banked sick leave days, they may use accrued or unused vacation or be on unpaid leave.

- 29.2 The Employer will be entitled to terminate the employment of an employee absent for a period exceeding two (2) years for any reason, including disability.

### **30 Performance Evaluation**

- 30.1 The Employee shall receive at least one performance appraisal during each year of employment.

### **31 Conflict of Interest**

- 31.1 A conflict of interest exists when an employee's personal conduct, interests, or financial dealings may influence their judgement in the performance of their duties and discharge of their responsibilities for the Village. All employees, at every level of employment, are responsible for ensuring that they do not place themselves in a conflict of interest or breach of trust when they represent the Village in business dealings or when they are making recommendations that could affect the Village's decisions, including decisions by Council.
- 31.2 Any employee who considers that they are in a conflict situation must immediately report the facts of the situation to the CAO and, in the case of the CAO to the Mayor and Council; and, thereafter take all steps necessary to remove or mitigate the circumstances giving rise to the conflict.
- 31.3 If an employee considers that a conflict of interest could arise, the employee must disclose the situation immediately to their immediate supervisor, the CAO or, in the case of the CAO, to Mayor and Council.
- 31.4 At the time of an employee's appointment, they must disclose all interests and relationships which will or may give rise to a conflict of interest.

### **32 Repeal**

- 32.1 The following Bylaws are hereby repealed:
- 32.1.1 No. 163-02 Conditions of Employment Bylaw
  - 32.1.2 No. 219 – 07 Conditions of Employment Amendment Bylaw #1
  - 32.1.3 No. 229 – 08 Conditions of Employment Amendment Bylaw #2
  - 32.1.4 No. 244 – 09 Conditions of Employment Amendment Bylaw #3
  - 32.1.5 No. 253 – 09 Conditions of Employment Amendment Bylaw #4
  - 32.1.6 No. 269 – 10 Conditions of Employment Amendment Bylaw #5
  - 32.1.7 No. 312 – 16 Conditions of Employment Amendment Bylaw #6
  - 32.1.8 No. 323 – 17 Conditions of Employment Amendment Bylaw #7
  - 32.1.9 No. 333 – 18 Conditions of Employment Amendment Bylaw #8
  - 32.1.10 No. 334 – 19 Conditions of Employment Amendment Bylaw #9
  - 32.1.11 No. 347 – 19 Conditions of Employment Amendment Bylaw #10

**33 Enactment**

33.1 This Bylaw becomes effective the date of adoption.

**34 Readings**

34.1 Read a first time this 10<sup>th</sup> day of June, 2020.

34.2 Read a second time this 10<sup>th</sup> day of June, 2020.

34.3 Read of third time and adopted this 24<sup>th</sup> day of June, 2020.



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Thomas Eckervogt, Mayor



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Dan Rodin, CAO