

VILLAGE OF MAYO

Bylaw #338

A Bylaw to provide for conditions of employment for Municipal Employees.

WHEREAS the Council of the Village of Mayo desires to establish the terms and conditions governing its employees;

AND WHEREAS Section 188 of the Municipal Act sets out the authority of Council to establish the terms and conditions of employment.

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

SHORT TITLE:

This bylaw shall be known as the "Conditions of Employment Bylaw."

APPLICATION:

This bylaw applies to all municipal employees. Employees appointed by bylaw might have specific provisions which exceed this bylaw, however, all other matters shall be considered under the terms of this bylaw.

INTERPRETATION:

1. "Village" shall mean the Village of Mayo.
2. "Administrative Staff" means employees, including officers and the CAO, normally employed at the municipal office who perform office functions of an administrative and/or financial nature.
3. "Municipal Services Staff" means all other employees, including the Public Works Manager, the Recreation Coordinator, and the Recycling Centre Coordinator, the Water Treatment Plant Operators/Public Works Technicians.
4. "Chief Administrative Officer" also written as "CAO" means a person appointed as Chief Administrative Officer of the municipality pursuant to Section 183 of the Municipal Act.
5. "Continuous Employment" means uninterrupted service with the Village.
6. "Council" means the Mayor and Council of the Village of Mayo.
7. "Employee" means a person employed by the Village of Mayo, including a deceased person that is entitled to wages for services performed for the Village:

- a) "Permanent full-time Employee" means an employee who is required to work on a continuing basis for the standard hours of work designated in this Bylaw and who has successfully completed the required probationary period of six (6) months.
 - b) "Permanent part-time Employee" means an employee who is required to work on a continuing basis, for less than the standard hours of work as designated in this Bylaw.
 - c) "Casual Seasonal Employee", means a full time or part-time employee who is required to perform work of a temporary nature for less than six (6) months (e.g. Binet House Staff, Pool Staff, Summer Students, Fire Smart Staff, Laborers).
 - d) "Probationary Employee" means an employee serving the required six months probationary period as specified in this Bylaw upon initial appointment to a permanent position, or upon appointment to a position to which he/she has been promoted.
8. "Standard Hours" means at least 40 hours per week.
9. "Spouse" means the person who, at the date in question, cohabited with the employee and
- a) to whom the employee is legally married, or
 - b) with whom the employee cohabited as a couple for at least 12 months immediately before the date in question.
10. "Family Member" in relation to an individual, means
- a) a spouse or common-law partner of the individual;
 - b) a child of the individual or a child of the individual's spouse or common-law partner;
 - c) a parent of the individual or spouse or common-law partner of the parent; and
 - d) any other person who is a member of a class of persons prescribed in subsection 41.11(1) of the Employment Insurance Regulations (Canada).

1. MANAGEMENT AND DIRECTION

- a) The CAO, who reports directly to Council, is the administrative head of the municipality and pursuant to Section 184 (1) (d) of the *Municipal Act* is responsible for directing, managing, and supervising the officers and employees of the municipality.
- b) The CAO has authority to appoint, suspend, discipline (as per Village of Mayo Disciplinary Policy), or dismiss any employee and, where the suspension is for more than five (5) working days or where any employee or officer is dismissed, report the suspension or dismissal and reasons for it to Mayor and Council.

2. RIGHT OF APPEAL

Where an officer or employee intends to appeal any disciplinary action, that appeal shall be given to the CAO in writing, within five (5) working days of the disciplinary action and the appeal shall be read by the Mayor and any two Councilors. An appeal hearing shall take place within ten (10) days of the appeal. Where the officer is the CAO, the appeal shall be given to the Mayor or Deputy Mayor. Written notice of a decision shall be given to the appellant no later than five (5) working days after the appeal hearing.

3. ATTENDANCE AND HOURS OF WORK

Attendance

- a) An employee who is late in arriving at work shall report such lateness, in person, to the CAO or their immediate supervisor and an appropriate deduction from salary may occur.
- b) An employee who is absent from duty without prior authorization shall communicate to their superior the reason for the absence immediately upon being able to do so by telephone.
- c) Any leave of absence from duty with the exception of sick leave, must be applied for in writing and authorized in writing by the CAO before such leave is taken.
- d) If an employee is absent from duty, with or without authorization, the employee shall forfeit pay for the period of absence in question unless leave with pay, in respect to such absence, is allowable.

Hours of Work

- e) The standard work week for full time employees shall be forty (40) hours per week for administrative staff and forty (40) hours per week for municipal services staff, Monday to Friday.
- f) The workday for administrative staff and municipal services staff shall be (8) hours from 8:00 a.m. to 5:00 p.m. with 1 hour for lunch.
- g) There are some exceptions to the standard work week:
For the Recreation Coordinator, days and hours of work may vary depending on programs and events.
The work week for the Recycling Centre Coordinator shall be Tuesday to Saturday, 8 am to 5 pm, with 1 hour off for lunch (12 – 1 pm).
- h) All employees are required to keep detailed timesheets which shall be submitted to the Clerk/Treasurer at the end of the pay period in accordance with the Employment Policy.
- i) All employees shall receive a one-hour, unpaid lunch break, and two fifteen-minute rest breaks per workday.

- j) Where the Village requires a permanent full time employee to work in excess of the standard hours of work during the standard work week, the Village shall pay to the employee one and one-half time the regular wages for the first four hours in excess of the standard hours and double time thereafter, as per the Overtime and Standby Policy.
- k) Where an employee is required to work on the first day of rest, time and one-half will be paid for the first four hours worked, and double time thereafter, as per the Overtime and Standby Policy.
- l) Where an employee is required to work on the second day of rest, double time will be paid, as per the Overtime and Standby Policy.
- m) Where an employee is required to work on a Statutory Holiday, double time will be paid in addition to general holiday pay.
- n) All employees must have verbal authorization from their supervisor to work more than the regularly scheduled hours, as per the Overtime and Standby Policy. The immediate supervisor must review each employee's timesheet and sign off on the overtime worked. Failure to receive the supervisor's approval will deem that additional time as voluntary time.
- o) "Overtime" does not apply to hours worked voluntarily to enable an employee to work a flexible schedule (i.e. Recreation Coordinator schedule).
- p) When the nature or conditions of the work so require, the CAO may prescribe such days and hours of work for employees as is necessary, and any requirement that an employee shall be on call for duty other than during normal hours of work may be prescribed as a condition of employment with respect to a specific position.
- q) Overtime worked by the employee may, at the discretion of the employee, be accrued as leave credits (time-in-lieu) up to 80 hours, starting from January 1st each year. Accumulated time-in-lieu over 80 hours will be paid out on the next payday. Throughout the calendar year, employees may request to have their accumulated time-in-lieu paid out or request to take up to 80 hours of their time-in-lieu as leave time. Once the accumulated time-in-lieu has been paid out or taken as leave, the employee may continue to accrue new leave credits up to 80 hours, until December 31st each year, at which time every employee's remaining accumulated time-in-lieu will be paid out. All requests for leave will be evaluated by the CAO and/or Public Works Manager based on operational needs of the Municipality.
- r) Unused leave credits shall be paid out at the employees' applicable rate of pay upon the employee's request during the calendar year and on December 31st of each year.
- s) Employees will review and initial time in lieu and sick day forms as prepared by the Clerk/Treasurer at each December 31st.

4. MUNICIPAL SERVICES STAND-BY CALL-OUT

An employee on stand-by (as per the Standby and Call Out Schedule) shall be defined as being one who remains within cell phone range of the boundaries of the Village of Mayo, and is capable of responding to emergencies.

A call-out is defined as an incident which requires the immediate attention of the Village of Mayo Municipal Employees, is of an emergency nature, and if not attended to until the next working day, may cause injury to persons or damage to the Village or public property.

Standby Pay will be paid according to the Overtime and Standby Policy. It is one hour of pay at the employee's regular rate for every 8 hours or portion of 8 hours while on standby.

- a) An employee assigned to stand-by will perform a minimum of two (2) checks within a 24-hour period at the pumphouse.
- b) Municipal service employees (Public Works Manager, and Water Treatment Plant Operator/Public Works Technicians) shall share the assignment of stand-by equally.
- c) Overtime rates shall be paid in accordance with sections 3 (j), (k), (l), and (m).
- d) If an employee on stand-by is called out for less than two (2) hours, two (2) hours of overtime will be paid.

5. ANNUAL LEAVE

Permanent, full time employees shall be entitled to an annual holiday according to the following:

Years of Service		Monthly Accrual Rate
1 and less than 5	15 days	1.25 (6%)
5 and less than 10	20 days	1.67 (8%)
10 and less than 15	25 days	2.08 (10%)
15 and more	30 days	2.50 (12%)

In addition, the CAO shall be granted five extra days vacation leave for attendance at regular council meetings.

Years of service shall be measured from each employee's anniversary date. When the anniversary date falls on or before the 15th of the month, entitlement shall be calculated from the 1st day of the month. When the anniversary date falls after the 15th of the month, entitlement shall be calculated from the 1st day of the following month.

All other employees will accrue vacation pay pursuant to the provisions of the Employment Standards Act.

Permanent, full time employees and permanent, part-time employees may accumulate and carry forward vacation leave up to a maximum of one year's entitlement at each year end. Any portion of vacation leave in excess of this maximum will be paid out in full in accordance with this bylaw and the Employment Policy.

A permanent, full time employee or permanent, part-time employee may request, and the Village shall approve, a payout of accumulated vacation pay in accordance with the terms of the Employment Policy.

6. **GENERAL HOLIDAYS**

The following thirteen (13) days shall be designated as general holidays and employees shall have leave with payment for these days: New Years Day, Heritage Day, Good Friday, Easter Monday, Victoria Day, National Indigenous Peoples Day, Canada Day, Discovery Day, Labor Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and, any other day declared a holiday by the Canadian, Yukon or Village of Mayo governments. An employee's eligibility for General Holiday pay shall be in accordance with the Employment Standards Act.

An employee who is required to work on a General Holiday shall be paid double time for hours worked, plus the 8 hours for the holiday.

7. **SICK LEAVE**

Upon completion of 30 days continuous service, all permanent full time, and permanent part time (working 5 hours or more per day) employees shall be granted sick leave when the employee is absent by reason of bona fide non-occupational illness or accident, medical, dental and optical appointment, or illness of a member of the employee's immediate family.

- a) Sick leave shall be accumulated by permanent full-time employees at a rate of 1.25 days per month and by permanent part time employees who work at least five (5) hours per day, at a rate based on those hours.
- b) An employee who is unable to report for work for health reasons shall notify the CAO by telephone prior to the start of their shift in order to qualify for paid sick leave. If the employee does not report prior to the start of their shift, sick leave may not be paid.
- c) An employee who fails to report to work without notifying the CAO for 3 consecutive days, may be terminated for abandoning his/her position.
- d) Should it become apparent at any time that a pattern of absence is developing, the Village may request that the employee undergo an independent medical examination or that further medical evidence acceptable to the Village be provided to substantiate any period of absence claimed to be illness.

- When no chronic medical problem is indicated, further payment of sick leave shall cease until adequate evidence is provided.
- e) Sick leave may be used for medical, dental or optical appointments inside or outside of Mayo. An employee may be required to submit written proof of such appointment.
 - f) Upon voluntary termination/retirement an employee shall be paid one-third (1/3) of any unused sick leave accumulated. Employees who are terminated with just cause are not entitled to such a payout.
 - g) An employee may be granted paid sick leave by the CAO when the employee's presence in the home is required to care for or to make arrangements for the care of a member of his/her immediate family who is ill.
 - h) Pursuant to the Employment Policy, all unused sick leave credits shall be carried over from one year to the next and shall not exceed 120 days. The payout of any credits in excess of 120 days shall be done in accordance with the terms of the Employment Policy.

8. SPECIAL LEAVE

- a) All permanent full-time employees shall be entitled to a maximum of five (5) days special leave with pay per occurrence.
- b) Special leave will be given in the event of a death in the employee's immediate family, or for other circumstances deemed special by the CAO.
- c) Where special leave is granted, it shall not be combined with any other leave or vacation time without prior authorization from the CAO.
- d) Where travel outside the Yukon is required with Special Leave, two (2) extra days will be granted with pay.
- e) Where an employee is stranded or quarantined due to circumstances completely out of their control, special leave provisions will be made.

9. LEAVE WITHOUT PAY

- a) Leave without pay may be granted to any employee upon written notice to the CAO and may be granted where in the discretion of the CAO, the operational efficiency of the Village is not adversely affected.
- b) Where leave without pay is granted it shall not be combined with any other leave or vacation time without prior written authorization from the CAO.

10. MATERNITY LEAVE

Maternity/Parental leave and Paternity Leave shall be in accordance with the Employment Standards Act.

11. BENEFITS

- a) It is the objective of the Village to provide competitive benefits and that they reflect the Village's goal towards providing employees with a safe and respectful work environment.
- b) All employees occupying a permanent position authorized by Council shall receive the full health care benefit package. If a permanent full-time employee provides written proof of alternative coverage for Extended Health and/or Dental Care they may opt out of this coverage.
Employees who opt out of the Extended Health and/or Dental Coverage may or may not be able to rejoin the extended health and/or dental plan at a later date, based on the Insurer's policy.
- c) Permanent part time employees who work at least five (5) hours per day will receive applicable benefits (prorated to actual hours). If a permanent part-time employee provides proof of alternative coverage for Extended Health and/or Dental Care they may opt out of this coverage.
- d) Casual and seasonal employees are excluded from all benefit provisions of this Bylaw.
- e) The cost of the health care benefit package shall be borne by the Village of Mayo except for the premiums for benefits such as weekly indemnity and long-term disability that must be, according to Canada Customs and Revenue Agency regulations, 100% employee paid.
- f) Permanent employees who work a minimum of 40 hours per week shall be eligible to receive a travel benefit of two thousand dollars (\$2,000.00) gross. This benefit will be paid after one year of continuous employment, and on each subsequent anniversary dates. In special circumstances, if employees request payout of travel benefits outside their anniversary date, the benefit paid will be prorated.
- g) Permanent part time employees shall be eligible for a travel benefit pro-rated by a percentage based on their regular hours.
- h) Travel benefits will not be accumulated.
- i) Permanent full-time employees working 40 hours per week or more may contribute as much as they want of their regular gross wages per month to a Village of Mayo Group RRSP Plan in the employee's name.
- j) The Village of Mayo will match the permanent full-time employee's RRSP contribution up to a maximum of 8% of the employee's base annual wage.
- k) New full-time employees working 40 hours per week or more may join the Group RRSP Plan upon successful completion of their probation period.
- l) Village of Mayo employees may withdraw RRSP funds accumulated in their name.

- m) Permanent full-time employees shall have qualifying training and development courses paid for pursuant to section 15.
- n) Permanent part time employees and casual seasonal employees shall get paid their regular hourly wage for attending training sessions, that the Village is requesting they take.
- o) Permanent full-time employees shall be granted one day of paid leave on the day of an exam for a course which is work related, has been approved by the CAO, in writing, and is taken through an accredited educational institution.
- p) Permanent full-time employees will be granted paid leave for attendance at training and development courses which have been approved by the CAO. Employees will receive regular pay for attendance at training sessions during regular work hours, and overtime pay, if the training session is taking place after regular work hours.
- q) Permanent full-time employees will receive a severance package upon voluntarily leaving their employment or upon retirement, based on their years of employment with the Village. After 10 years of continuous employment, they will receive 1 weeks pay for every year worked to a maximum of 30 weeks. This is payable at the average rate earned over the last 5 years worked.
Dismissal for just cause voids this benefit.

12. SPECIAL ALLOWANCES

Where an employee undergoes a medical examination at the request of the Village of Mayo the cost for that examination not covered by Yukon Health Care Insurance will be paid for by the Village of Mayo. Where an employee is asked to provide a driver's abstract as part of their employment with the Village of Mayo, the cost of the driver's abstract will be reimbursed by the Village of Mayo.

13. EQUAL PAY FOR EQUAL WORK

Male and female employees performing the same work under similar working conditions are entitled to equal pay unless the difference is due to a system of seniority, merit, and measurement of earnings by quality or quantity of productions or any factor other than gender.

14. PAY EQUITY PLAN

All employment positions of the Village shall be fully described in writing and adopted by resolution of Council, and in accordance with the applicable sections of the Human Rights Act RSY 2002 c. 116, shall be rated in accordance with that description under a plan, known as the "Salaries and Wages Pay Equity Scale", adopted by the Village, and remuneration shall be paid in accordance with that schedule.

15. TRAINING AND DEVELOPMENT

- a) Council for the Village of Mayo recognizes the need for training and professional development in order for permanent full-time employees to become more proficient in the performance of their duties.
- b) Expenditures for training and development will be part of the budget process.
- c) Applications for attendance at any workshop, course, seminar, symposium or convention by permanent full-time employees shall be made in writing to the CAO, or in the case of the CAO, to Council.
- d) The CAO may request an employee to attend a work-related course, workshop, seminar, etc.
- e) All courses must be taken at, or sponsored by, accredited educational institutions and must be directly related to the employees work or to a career objective that is reasonable and is a benefit to the Village.

16. TERMINATION

If there is a conflict between this Bylaw and the Employment Standards Act, the Employment Standards Act shall prevail.

Termination notice is required after the employee completes six (6) consecutive months of employment with the Village.

Once six (6) months of employment are completed, both the employee and the Village are required to give written notice of termination. If the Village fails to give written notice, the employee may be entitled to one week's wages for each week of notice to which he/she was entitled. The graduating scale of notice is as follows:

- a) employed greater than six months but less than a year – one week;
- b) employed greater than one year but less than three years – two weeks;
- c) employed greater than three years but less than four years – three weeks;
- d) employed greater than four years but less than five years – four weeks;
- e) employed greater than five years but less than six years – five weeks;
- f) employed greater than six years but less than seven years – six weeks;
- g) employed greater than seven years but less than eight years – seven weeks; or
- h) employed eight years or more – eight weeks.

(This section does not apply when the employee is terminated for just cause. See Section 49 (1)(c) of the Employment Standards Act. An employee who has been employed for more than six months must also provide written notice of resignation to the Village. The amount of notice required is as follows:

- a) one week's notice if the period of employment is less than two years;
- b) two week's notice if the period of employment is two years or more, but less than four years;
- c) three week's notice if the period of employment is four years or more, but less than six years; or
- d) four week's notice if the period of employment is six years or more.

If an employee does not provide the proper notice, Section 52 (1), (2) and (3) of the Employment Standards Act applies.

17. RELIABILITY/SECURITY CHECK

All prospective Village of Mayo employees are required to submit to a reliability check through the RCMP as per the Village's Personnel Screening Policy.

18. OATH OF OFFICE AND SECRECY

All permanent full time and permanent part time Village employees, as well as custodians and their subcontractors are required to sign an Oath of Office and Secrecy form upon starting their employment or contract with the Village.

19. CODE OF ETHICS

The Council for the Village of Mayo wishes to assure the citizens and public that all who deal with the Village can expect the highest degree of integrity, conduct and professionalism from all Village employees.

- a) No Village employee shall gain, or be perceived to gain, in any fashion, from confidential information obtained in the course of their duties as an employee of the Municipality.
- b) Employees who speak or write publicly are responsible for ensuring that they do not release confidential information obtained as a result of their employment with the Village.
- c) Any confidential information relating to the operation and affairs of the Village will be released to the media only at the discretion of the Mayor and Council.
- d) Sensitive and confidential information includes, but is not limited to, the following:
 - i) content of in-camera meetings;
 - ii) personnel matters, including discipline, resignation and salaries; and
 - iii) negotiations to buy or sell municipal assets, including property, and other contract negotiations.

20. PERFORMANCE APPRAISALS AND EVALUATIONS

- a) It is the policy of the Village to have in place a performance evaluation system that assesses performance requirements of the job against the performance level of individual employees.
- b) The annual performance evaluations will be completed in accordance with the Annual Employee Performance Evaluation Policy.
- c) The performance evaluation shall provide for an open exchange of views and concerns related to strengths, areas for improvement and steps which can be taken toward career development and advancement.
- d) Every probationary employee shall have an evaluation at the completion of probation.
- e) Permanent employees shall have an annual evaluation thereafter.
- f) In preparing employees' performance evaluations, the CAO and/or Supervisor has a responsibility to ensure fairness, accuracy and consistency.
- g) The Supervisors will submit performance evaluations to the CAO. The CAO has the authority to review and comment on performance evaluations.
- h) Employee performance will be reviewed for increases in salary or wages by the CAO. Increases will be provided for on the basis of merit, funds available, and consideration under the pay equity scale.
- i) Mayor and Council will prepare an annual performance evaluation of the CAO.

21. EMPLOYMENT STANDARDS ACT

If this Bylaw deviates from the Employment Standards Act or amendments to the Act, the Village of Mayo recognizes that any conditions, which are appealed under this Bylaw, shall be reconsidered under the current provisions of the Employment Standards Act.

22. REPEAL - This Bylaw repeals Bylaw 305.

23. EFFECTIVE DATE

This Bylaw will be in effect upon final passing thereof.

Read a first and second time this 3 day of June 2020

Read a third time and passed this 17 day of June 2020.



Mayor



Chief Administrative Officer