

Community Government of Wekweeti
BYLAW NUMBER 14-2021

A Bylaw of the Municipal Corporation of the Community Government of Wekweeti in the Northwest Territories to provide for the establishment of Terms of Employment between Council and employees of the Community Government of Wekweeti pursuant to the provisions of the Tlicho Community Government Act, S.N.W.T., 2004, Chapter 7, Section 45.

WHEREAS the Community Government of Wekweeti deems it necessary to create a Terms of Employment Bylaw to ensure that all employees are treated in a fair and equitable manner; and

WHEREAS, the Tlicho Community Government Act, S.N.W.T., 2004, Chapter 7, Section 45, provides for the process in which the Council of a Community Government can create Terms of Employment for their employees;

NOW, THEREFORE, THE COUNCIL OF THE COMMUNITY GOVERNMENT OF Wekweeti, at a meeting duly assembled, enacts as follows:

SHORT TITLE

This Bylaw may be cited as the **“Terms of Employment Bylaw”**

PURPOSE

To ensure that all Employees are treated in a fair and equitable manner, Council for the Community Government of Wekweeti will implement a comprehensive Terms of Employment Bylaw in order to ensure that there are clear guidelines in place to address a number of human resources issues, including hiring, promotion, classification, performance reviews, hours of work, overtime pay, leave provisions, training, employee benefits, discipline and grievance procedures.

AMENDMENTS AND CHANGES

Council may, from time to time, chose to amend, add or delete sections of the Terms of Employment Bylaw. Such changes shall be made as bylaw amendments to Schedule “A” which comprises the applicable

1. **PART I – GENERAL PROVISIONS**

1.1 **INTERPRETATION**

- 1.1.1 This document represents the Terms of Employment Bylaw - Schedule 'A' of the Community Government of Wekweeti in the Northwest Territories.
- 1.1.2 Within this Bylaw Schedule, any word used in the plural also applies in the singular.
- 1.1.3 Words used in this Bylaw Schedule are given their meaning as defined in the Oxford Canadian Dictionary, unless provided otherwise.
- 1.1.4 This Bylaw Schedule shall supersede all previous bylaws, policies and resolutions of Council that have addressed any of the issues herein contained.

1.2 **DEFINITIONS**

- 1.2.1 “Anniversary Date” means the date on which an Employee’s employment with the Community Government began.
- 1.2.2 “Community Government” means the Community Government of Wekweeti, as incorporated under the *Tlicho Government Act* in the Northwest Territories, the elected Council thereof, or such person to whom Council may delegate its responsibility and/or its authority from time to time.
- 1.2.3 “Council” means the Council of the Community Government.
- 1.2.4 “Employee” means a person who has been appointed in writing to a position with the Community Government either on a full-time, part-time, term or casual basis.
- 1.2.5 “Employee’s Personnel File” is the confidential file maintained by the Community Government for all matters pertaining to the employment and performance of an Employee. This record is kept confidential in accordance with the applicable privacy legislation.
- 1.2.6 “Employer” means the Community Government of Wekweeti.
- 1.2.7 “Immediate Family” means, in relation to an Employee, their spouse, common law spouse, father, mother, brother, sister or child.
- 1.2.8 “Length of Service” means the total length of an employee’s employment with the Community Government.

1.2.9 "Management Employee" means an Employee who is employed in a managerial position, and includes the Senior Administrative Officer, the Finance Manager, the Manager of Public Works and any other Employees whose position is so classified and are primarily acting in a managerial position.

1.2.10 "Overtime" means any hour worked by an Employee beyond their standard hours of work for their position. For part-time employees, overtime occurs when the employee works hours in excess of those of a full-time employee in the same position.

1.2.11 "SAO" means the Senior Administrative Officer for the Community Government of Wekweeti as defined in section 38 of the *Tlicho Community Government Act*.

1.3 APPLICATION

1.3.1 All terms and conditions of employment included in the Bylaw Schedule shall apply to all employees of the Community Government, unless stated otherwise in this Bylaw. Employees may be subject to different terms and conditions of employment as stated in their written contract of employment.

1.4 MANAGEMENT RESPONSIBILITIES

1.4.1 The SAO is the person responsible for the hiring, dismissal and discipline of all Community Government employees and for the application and enforcement of this Bylaw Schedule and other policies. Council is responsible for the hiring, dismissal and discipline of the SAO.

1.5 AMENDMENTS

1.5.1 Council may amend this Bylaw Schedule from time to time.

1.5.2 The SAO shall be responsible for annually reviewing whether this Bylaw Schedule complies with the applicable territorial or federal legislation and should confirm, as part of their annual performance evaluation, whether this review has been completed.

1.6 DISTRIBUTION

1.6.1 Every Employee, upon hire, shall receive a current copy of the present Bylaw and of any policies related to their terms and conditions of employment with the Community Government.

2. **HIRING, PROMOTION AND TERMINATION**

2.1 **HIRING**

- 2.1.1 The Community Government shall post vacant permanent positions for at least one (1) week.
- 2.1.2 When being considered for hire or promotion, candidates will be selected on the basis of their qualifications, experience and previous performance and assessed against the requirements of the vacant position.

2.2 **JOB DESCRIPTION & CLASSIFICATION**

- 2.2.1 Before an Employee is first hired, or when an Employee is re- assigned to another position, the SAO shall ensure that the Employee is provided with a Job Description of the position to which they are assigned and the Employee shall provide a signature acknowledging the duties and accepting the new position.
- 2.2.2 Council shall approve the Job Description for any new position.
- 2.2.3 Job Descriptions should be reviewed annually during the Employee Performance Review process to ensure that the Job Descriptions remain current and accurately reflect existing job duties and responsibilities.
- 2.2.4 The salary for each position will be determined in accordance with the Salary Grid included as Schedule B of this Bylaw.
- 2.2.5 The Salary Grid and appropriate rates of pay shall be reviewed annually by the SAO and Council in conjunction with the annual budget preparation process.

2.3 **PROBATIONARY PERIOD**

- 2.3.1 New Employees will serve a six (6) month probationary period upon hire, which may be extended. An Employee may be terminated at any time during the first three (3) months of the Probationary Period without notice or pay in lieu of notice. In the last three (3) months of the probationary period, an Employee may be dismissed with two (2) weeks' notice or pay in lieu of notice
- 2.3.2 All Employees will be subject to a performance evaluation prior to the end of their probationary period.
- 2.3.3 The probationary period for any Employee may be waived or reduced at the Employer's discretion.

2.4 PERFORMANCE EVALUATIONS

- 2.4.1 Every Employee will be subject to a performance evaluation on an annual basis, to be conducted around the Employee's anniversary date. The performance evaluation will be conducted by an Employee's direct supervisor, in collaboration with the SAO. Council will conduct the performance evaluation of the SAO.
- 2.4.2 Employees shall have the opportunity to respond in writing to any observations or comments on their performance included in the performance evaluation.
- 2.4.3 The Employee's performance evaluation and their response to their performance evaluation will be kept in the Employee's Personnel File.
- 2.4.4 Following a satisfactory performance evaluation, the SAO may authorize that an Employee be moved to the next step on the Salary Grid for their classification.
- 2.4.5 Employees who are not meeting performance expectations may be terminated from their position, be put on a performance improvement plan or invited to apply for a position better suited to their skill sets.

2.5 TERMINATION OF EMPLOYMENT

2.5.1 TERMINATION PAY

- 2.5.1.1 An Employee who is permanently laid off from their position or terminated without cause will be provided with notice of lay-off or termination, or pay in lieu of notice. Employees whose fixed term contract is expiring, resign from their position or are terminated for just cause are not entitled to notice or termination pay.
- 2.5.1.2 Employees who have been employed for more than three (3) months shall be entitled to the following notice period or pay in lieu of notice:
 - (a) Two (2) weeks' notice an employee has worked for the Community for more than three (3) months or more but less than two (2) years;
 - (b) Two (2) weeks' notice, plus an additional week per completed year of service for employees who have completed two (2) years of employment with the Community.

2.5.1.3 Employees who are laid off and waiting to be recalled are not entitled to benefits while waiting to be recalled.

2.5.2 TERMINATION FOR CAUSE

2.5.2.1 An Employee may be terminated for cause, without notice or pay in lieu of notice. An Employee may be dismissed for cause for the following reasons, non-exclusively:

- (a) For abandoning their position;
- (b) Due to loss of skills, certifications or failure to maintain or meet any requirements of their position, such as holding a valid driver's license;
- (c) Insubordination, including failure to comply with a direction to attend a medical evaluation, if required by the Employer;
- (d) For serious misconduct, damage to community government property.

2.5.2.2 An Employee will be deemed to have abandoned their position if they are absent without authorization for three (3) consecutive work days without contacting the Employer.

2.5.3 RESIGNATION

2.5.3.1 Employees who wish to resign their position are required to provide the Employer with ten (10) working days' notice of their intention to resign. The Employer may choose, at its discretion, not to require the Employee to attend the workplace for the duration of the notice period.

2.5.3.2 Employees who are classified as Management Employees are required to provide twenty (20) working days' notice of their intention to resign. The Employer may choose, at its discretion, not to require the Employee to attend the workplace for the duration of the notice period.

3. HOURS OF WORK, OVERTIME AND LEAVE

3.1 HOURS OF WORK

- 3.1.1 Regular hours of work for Employees performing administrative duties shall be 7.5 hours per day, 35 hours per week, from Monday to Friday, between 9:00 am and 5:00 pm, unless otherwise agreed. Administrative employees are entitled to a one-hour unpaid meal break at lunch.
- 3.1.2 Regular hours of work for Public Works Employees shall be 8 hours per day and 40 hours per week, to be worked either from Monday to Friday, or Tuesday to Saturday, unless otherwise agreed. Public Works Employees are entitled to an unpaid one-hour meal break for lunch.
- 3.1.3 The Employer may alter an Employee's regular schedule for emergency or unusual circumstances, or to discharge its duty to accommodate under the *Human Rights Act*.

3.2 REST PERIODS

- 3.2.1 Each Employee is entitled to one (1) 15-minute paid break in the morning, and in the afternoon. It is expected that this break will be taken mid-morning and mid-afternoon.
- 3.2.2 An Employee who responds to a work-related emergency between 12:00 am (midnight) and 6:00 am on a particular day may be allowed to report late to their next regularly scheduled shift late on that day. Employees may not delay the start of their shift longer than the time worked to resolve the emergency. Employees must advise their supervisor that they will be late at least one hour before the start of their regularly scheduled shift.

3.3 OVERTIME

- 3.3.1 Overtime will be calculated at a rate of 1.5 hours for all hours worked in excess of an Employee's regular hours of work.
- 3.3.2 Overtime must be approved in advance by the Employee's direct supervisor. Any unauthorized overtime performed by an Employee will not be paid or accumulated as lieu time.
- 3.3.3 Employees may accrue up to forty (40) hours of lieu time during a calendar year. Overtime worked in excess of these 40 hours will be paid out as it is earned. Lieu time must be used within the calendar year in which it is earned; any unused lieu time will be paid out at the end of the calendar year in which it is earned.

3.3.4 Management employees are not entitled to overtime.

3.4 PAID HOLIDAYS

3.4.1 Employees employed by the Community Government are entitled to be paid for statutory holidays, as listed in the *Employment Standards Act*.

3.4.2 When a statutory holiday falls on a Saturday, the statutory holiday will be observed on the Friday immediately preceding the holiday. When a statutory holiday falls on a Sunday, the statutory holiday will be observed on the Monday immediately after the statutory holiday.

3.4.3 Employees are not entitled to be paid for a statutory holiday if the Employee is:

- (a) Absent from work without authorization on the day immediately preceding or following the statutory holiday;
- (b) Absent from work when the Employee is scheduled to work the statutory holiday;
- (c) On leave without pay from the Community Government.

3.4.4 Employees required to work on a statutory holiday will be paid at a rate equivalent to 1.5 times their regular rate of pay.

3.5 VACATION LEAVE

3.5.1 Employees are entitled to Vacation Leave in accordance with their length of service. Employees shall accrue vacation leave each month in which the Employee works at least ten (10) days at the following rate:

Length of Service	Vacation Entitlements
Up to 2 years	1.25 days per month / 15 days per year
Between 2 and 8 years	1 2/3 days per month / 20 days per year
Between 8-15 years	2.083 days per months /25 days per year
15 years and beyond	2.5 days per month /30 days per year

- 3.5.2 Employees shall accrue vacation leave each month in which the Employee works at least ten (10) days.
- 3.5.3 Employees must request their vacation leave at least one (1) month prior to the start of the leave. The Community Government will make every reasonable effort to schedule vacation leave in accordance with an Employee's request, however, operational requirements will be paramount. Length of Service will be considered in determining priority of vacation leave requests.
- 3.5.4 Employees may carry over up to ten (10) vacation days over the next fiscal year. If an Employee has more than ten (10) unused vacation days at the end of the fiscal year, the balance of the Employee's vacation days will be paid out.
- 3.5.5 Vacation days earned but not used will be paid out after termination of employment.

3.6 SICK LEAVE

- 3.6.1 Full-time employees shall accrue sick leave credits at the rate of 1.5 days for each month in which the Employee works at least ten (10) days. Sick leave credits may be carried over to the next fiscal year, but Employees can only accrue sick leave credits up to 120 days.
- 3.6.2 Employees are entitled to use their sick leave credits in the following circumstances:
 - (a) Illness or injury;
 - (b) Quarantine, when required by a medical professional or by Order of the Chief Public Health Officer;
 - (c) Written appointments with a medical professional, including a doctor, a dentist, a chiropractor or other similar professionals;
 - (d) Illness or injury of a spouse, common-law spouse, child or parent of an Employee who resides with the Employee on a full-time basis, up to two (2) consecutive days per occurrence.
- 3.6.3 In order to use their sick leave credits, Employees must advise their direct supervisor of their absence within an hour of the scheduled start of their shift. Failure to properly notify the Employer for the absence will result in the Employee being on leave without pay for the day.

- 3.6.4 If an Employee does not have sufficient sick leave credits to cover their absence due to illness or injury, leave without pay may be granted by the Employer.
- 3.6.5 The Employer, at its discretion, may require that an Employee submit a medical certificate in support of their sick leave request.
- 3.6.6 Employees shall receive a summary of their sick leave balance on an annual basis.
- 3.6.7 Employees who are absent from work for fourteen (14) days or more are required to apply for short-term disability or long-term disability, depending on the circumstances.

3.7 SPECIAL LEAVE

3.7.1 Employees are entitled to special leave with pay in the following circumstances:

Reason	Time Granted
Birth or adoption of a child	1 day
Bereavement for Immediate Family	5 days
Bereavement Leave for Extended Family	2 days
Acting as Pallbearer for Community Funeral	1 day
Citizenship Ceremony	1 day
Duties as Executor of an Estate	2 days
Renewal of a Driver's License, if required to perform the Employee's Duties	1 day
Cultural & Harvesting Leave	3 days

3.7.2 Employees may request special leave in other circumstances, such as extending bereavement leave for a family member or assisting in an emergency. In such cases, leave may be granted at the SAO's discretion.

3.7.3 Whenever possible, Employees must give at least 24 hours' notice of their intention to take special leave. The leave request must be in writing and indicate the reason for the leave.

3.8 PREGNANCY & PARENTAL LEAVE

3.8.1 Employees are entitled to take pregnancy and parental leave in accordance with the provisions of the *Employment Standards Act*.

3.8.2 Employees who wish to maintain their participation in the Employee Benefits Plan for the duration of their pregnancy or parental leave will be responsible for both the Employer and Employee share of the contributions.

3.9 COMPASSIONATE CARE LEAVE

3.9.1 Employees are entitled to take compassionate care leave in accordance with the provisions of the *Employment Standards Act*.

3.10 FAMILY CAREGIVER LEAVE

3.10.1 Employees are entitled to take family caregiver leave in accordance with the provisions of the *Employment Standards Act*.

3.11 FAMILY VIOLENCE LEAVE

3.11.1 Employees are entitled to take family violence leave in accordance with the provisions of the *Employment Standards Act*.

3.12 COURT LEAVE

3.12.1 Employees are entitled to leave with pay to attend Court in the following circumstances:

- (a) They are required to attend Court as a witness for or as a representative of the Community Government;
- (b) They have been subpoenaed to appear as a witness in a private matter;
- (c) They have been required to serve on a jury.

3.12.2 Any fees that an Employee receives as a result of attending Court under section 3.12.1 shall be remitted to the Community Government, with the exception of any amount received for travel, meals and accommodation expenses.

3.13 LEAVE WITHOUT PAY

3.13.1 Employees may submit a request for leave without pay to the SAO for any reason. Such requests must be made in writing and will be granted at the SAO's discretion.

3.13.2 If the leave requested exceeds one (1) month, an Employee may maintain participation in the Employee Benefit Plan by paying both the Employer and the Employer portion of the contributions.

3.13.3 Leave of absences will not be authorized for the purposes of working for another employer.

3.14 ENTITLEMENTS UNDER THE EMPLOYMENT STANDARDS ACT

3.14.1 The provisions contained in this Bylaw Schedule are meant to be in addition to the Employees' legal entitlements under the *Employment Standards Act*.

4. EMPLOYEE BENEFIT PLAN

4.1 GROUP BENEFIT PLAN

4.1.1 Full-time employees are eligible for participation under the Group Benefit Plan and shall be enrolled in the Group Benefit Plan after three (3) months' continuous employment, unless they submit proof to the Employer that they are enrolled into a substantially similar plan through their spouse's employment.

4.1.2 Details of the Employee Benefit Plan are found under Schedule C of this Bylaw.

4.2 RRSP PLAN

4.2.1 Employees are eligible to participate in the Community Government's Group RRSP Plan, details of which can be found in Schedule C of this Bylaw.

5. PROFESSIONAL DEVELOPMENT

5.1 GENERAL PROVISIONS

5.1.1 The Community Government recognizes the value of training and continuing education for all Employees as a means of job enrichment, and maintaining and retaining a properly skilled work force.

5.1.2 As a result, the Community Government may grant leave with or without pay for an Employee to attend professional development opportunities. Although the Community places a clear priority on training opportunities which improve the Employee's capability to perform current job

responsibilities, career development and personal growth aspects will also be considered.

5.2 TRAINING

- 5.2.1 The Employer may require an Employee to attend specific training courses to either maintain or improve the qualifications, skills or abilities to perform their job or to further their advancement within the Community Government.
- 5.2.2 If an Employee is required to attend a specific training course, the Community Government shall cover the costs of the training program.
- 5.2.3 Whenever the Community Gov. pays for training costs for an Employee, the Employee shall be required to enter into a Training Agreement with the Community.

5.3 CONTINUING EDUCATION

- 5.3.1 The Community Gov. may provide support including leaves of absence, with or without pay, tuition, travel and subsistence to Employees who wish to follow educational programs relevant to their work.
- 5.3.2 Financial support may be conditional on the Employee entering into a Training Agreement with the Community Gov.
- 5.3.3 When assessing whether to grant an Employee's request to attend an educational program and whether to extend support, the SAO will consider the following criteria: the Employee's performance with the Employer; the costs and duration of the program, the relevance of the program to the Employee's duties; the availability of Employees with the skills to be acquired, and whether the Employer can replace the Employee for the expected duration of the program.

5.4 PROFESSIONAL DEVELOPMENT

- 5.4.1 The Community Government shall encourage the professional development of its Employees through member in professional, technical and municipal associations and participation and attendance at seminars, workshops and conferences.
- 5.4.2 Employees who wish to put their names forward for membership in the Executive of any professional, technical or municipal associations of which the Employee is a member shall be encouraged to do so.
- 5.4.3 If an Executive position in a particular professional, technical or municipal association would require that the Employee absent themselves from work to discharge their duties to the association, the Employee shall obtain the

authorization of the Employer prior to putting their name forward to sit on the Executive.

6. TRAVEL ON COMMUNITY GOVERNMENT BUSINESS

6.1 Employees may be required to travel on behalf of the Community Government. When Employees are required to travel as part of their employment, they shall be entitled to recover eligible expenses in accordance with the Community Government's *Travel Policy*.

7. DISCIPLINARY ACTION

7.1 GENERAL PROVISIONS

7.1.1 All Employees are expected to exercise good judgment, loyalty, common sense, dedication, and courtesy in the performance of their duties. The primary mission of every Employee is to provide courteous, orderly, efficient, and economic delivery of services to the citizens and residents of the Community.

7.1.2 Acts, errors, or omissions, which discredit the public service or impair the provision of orderly services to the citizens of Whati, may result in disciplinary action, up to and including termination from employment.

7.1.3 Management Employees other than the SAO are not authorized to discipline the Employees working under their supervision, except for a verbal warning, provided that they inform the SAO that they have done so before the end of the day in which the incident leading to the verbal warning has occurred.

7.1.4 Only the Senior Administrative Officer has the authority to issue letters of reprimands, suspensions and terminate an Employee's employment for cause as a result of an Employee's misconduct.

7.1.5 Disciplinary action may result from an Employee's misconduct involving, but not limited to, the following:

- (a) Violation of any of the Employer's policies;
- (b) Insubordination;
- (c) Absenteeism and Tardiness;
- (d) Failure to report to work fit for duty;
- (e) Refusal to follow directions;

- (f) Violation of health and safety regulations;
- (g) Breach of the Employer's trust;
- (h) Off-duty behavior which affects the Employer's reputation or ability to deliver its services;

7.1.6 The Employer may discipline employees for types of misconduct not listed in section 7.1.5.

7.2 PROGRESSIVE DISCIPLINE

7.2.1 The Employer is committed to applying the principles of progressive discipline when an Employee's conduct in the workplace warrants correction. If, after an investigation, an Employee's conduct is found to warrant discipline, the Employer will impose a disciplinary sanction proportionate to the seriousness of the Employee's misconduct.

7.2.2 Generally, disciplinary sanctions will increase in the following order: (a) verbal warning; (b) letter of reprimand; (c) unpaid suspension; (d) termination. However, each incident will be dealt with on a case-by-case basis and serious misconduct may warrant that steps be skipped so that the Employee receives a sanction proportionate to their misconduct. The severity of the disciplinary sanction will also consider the Employee's disciplinary history.

8. DISPUTE RESOLUTION

8.1 GENERAL DISPUTES

8.1.1 Employees who believe that the Employer has misapplied, misinterpreted or violated this Bylaw Schedule are encouraged to make their concerns known to the Senior Administrative Officer in writing, within five (5) working days of the alleged misapplication, misinterpretation or violation of the Bylaw Schedule.

8.1.2 The Senior Administrative Officer will endeavor to reply to an Employee's complaint within ten (10) working days of the Employee submitting their complaints.

8.2 HARASSMENT & WORKPLACE VIOLENCE COMPLAINTS

8.2.1 Complaints dealing with personal harassment, sexual harassment, discrimination in the workplace or workplace violence will be dealt under the Community Government's *Harassment & Workplace Violence Policy*.

9. APPLICATION OF BYLAW

10. **GENERAL**

This Bylaw shall come into effect upon Third and Final Reading.

Read a First time this 12 day of October , 2021

Read a Second time this 12 day of October , 2021.

Read a Third and Final time and passed this 8 day of Nov , 2021.



Chief Adeline Football



Fred Behrens, SAO

As per Section 71(1)(d) of the *Tlichu Community Government Act*, I hereby certify that this bylaw has been made in accordance with the requirements of *Tlichu Community Government Act*, and the bylaws of the municipal corporation of the Community Government of Wekweeti.



Fred Behrens, SAO