

The Town of Hay River

Northwest Territories



Bylaw No. 2240A-22

Management and Excluded Personnel Employment Bylaw

Bylaw No. 2240A-22 (Management and Excluded Personnel Employment Bylaw)
THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER
IN THE NORTHWEST TERRITORIES

A Bylaw of the Municipal Corporation of the Town of Hay River in the Northwest Territories to provide conditions of employment for management and excluded personnel pursuant to the provisions of the Cities, Towns and Villages Act, S.N.W.T. 2003, c.22, s.48.

WHEREAS the Municipal Corporation of the Town of Hay River deems it necessary to establish conditions of employment for management personnel.

NOW THEREFORE the Council of the Town of Hay River is session duly assembled enacts as follows:

1. SHORT TITLE

This By-law may be cited as the MANAGEMENT and EXCLUDED PERSONNEL EMPLOYMENT BYLAW.

PURPOSE:

This bylaw applies to all management and excluded employees of the Town except where the Town and an employee have a written agreement that certain provisions will not apply. In the case of any inconsistency between this bylaw any written agreement between the Town and an employee, the written agreement shall apply.

2. INTERPRETATION

In this Bylaw:

- (a) "COUNCIL" means the Council of the Town of Hay River.
- (b) "TOWN" means the Town of Hay River.
- (c) "SENIOR ADMINISTRATIVE OFFICER" means the Senior Administrative Officer of the Town of Hay River or designate

3. DEFINITIONS

- (a) "DAY" means working day between the hours of 8:00 AM and 5:00 PM totalling (7 1/2 hours).
 - (b) "DAY OF REST" means a day on which the employee is not ordinarily required to perform the duties of their position. Such days do not include a holiday or days that the employee is absent on approved leave.
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- (c) "EMPLOYEE" means a person employed by the Town in a managerial or excluded function as included in Appendix "A" to this By-Law.
- (d) "HALF DAY" means the A.M. or P.M. of a normal working day.
- (e) "HOLIDAY" means the twenty-four-hour period commencing at 12:01 AM of a day designated as a paid holiday in this By-law.
- (f) "IMMEDIATE FAMILY" means father, mother, brother, sister, spouse (including common-law), child or ward, father-in-law, mother-in-law, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law of an employee, or a relative permanently residing in the employee's household or with whom the employee permanently resides.
- (g) "MANAGEMENT PERSONNEL" means employees of the Town outlined in Appendix "A" of this By-law.
- (h) "POSITION" means an aggregation of duties, tasks, and responsibilities requiring the services of one employee.
- (i) "PROBATION" means a period of six (6) months from the day upon which an employee is first appointed to a permanent position, or a period of six (6) months after an employee has been transferred or promoted to another position within the Town, except for the Senior Administrative Officer position which is one (1) year.
- (j) "PROMOTION" means the appointment of an employee to a position, which has a higher maximum rate of pay than their present position.
- (k) "VACATION YEAR" means January 1 to December 31 of any year.

4. RATES OF PAY

The Senior Administrative Officer shall provide rates of pay for management and excluded employees, in accordance with Appendix "B" attached to and forming part of this bylaw.

5. DISCRIMINATION

The Town and the employees agree that there shall be no discrimination, interference, restriction or coercion exercised or practised in respect to any employee, by reason of race, colour, ancestry, nationality, ethnic origin, place of origin, creed, religion, age, disability, sex, sexual orientation, gender identity, marital status, family affiliation, political belief, political association, social condition, conviction for which a pardon has been

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granted, union membership or activity, or for exercising their rights under this bylaw.

6. SAFETY AND HEALTH

The Town will continue to make every reasonable effort to maintain all equipment and facilities directly relating to the occupational health and safety of its employees in a good state of repair.

7. CONFLICT OF INTEREST

Employees must disclose all outside business, employment, and volunteer work to the Town.

No employee may undertake any business, employment, or volunteer work during or outside their regularly scheduled hours of duty, if:

- (a) there is a conflict between the duties the employee is required to perform in that business, employment or volunteer work and the duties the employee is required to perform for the Town; and/or
- (b) the employee exploits, either directly or indirectly, any confidential information acquired in the course of their employment with the Town; and/or
- (c) the performance of the employee's duties in the outside business, employment or volunteer work impacts adversely on the performance of the duties the employee is required to fulfil for the Town.

Upon the Town notifying the employee in writing that the employee must cease their outside business, employment or volunteer work for any of the reasons cited above, the employee must take immediate steps to abide by that direction. If the employee does not cease their outside activities within thirty (30) calendar days, or any longer period of time as mutually agreed to between the Town and the employee, the employee may be disciplined or discharged for cause.

8. PROFESSIONAL ASSOCIATIONS

- (a) The Town will support the involvement of members of its managerial staff in professional associations, where benefit will be derived to both the Town and the employee. The Town subject to approval of the Senior Administrative Officer will pay annual membership to such associations.
- (b) Subject to the approval of the Mayor and the Senior Administrative Officer, and only when operational requirements permit, the Town will pay travel costs and expenses of a managerial employee who is duly elected by their peers to attend an association executive meeting. Such expenses will only be paid in the instance where such expenses are not paid by the association.

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9. GRIEVANCE PROCEDURE

- (a) A management employee who feels aggrieved by the interpretation or application of this By-law, or by disciplinary action, shall have the right to present a formal written grievance to the Senior Administrative Officer within ten (10) calendar days of the incident.
- (b) Upon receipt of a grievance, the Senior Administrative Officer shall investigate the grievance and render a decision within thirty (30) calendar days. A decision made by the Senior Administrative Officer shall be final.

10. PROBATION

An employee who is hired, promoted, or transferred to a different position shall be subject to a probationary period as outlined below:

Senior Administrative Officer - One (1) Year
Group 3, 4, 5, 6, 7, 8 - Six (6) Months

The term of probation may be extended at the recommendation of the SAO and/or Human Resources. A probationary period shall not be extended by more than six (6) months.

All new employees shall have a performance evaluation at the following frequency:

Group 3, 4, 5, 6, 7, 8 - 3 Months, and 2 Weeks prior to the end of the probationary period

These performance reviews and any disciplinary actions during the probationary period will form the basis for any recommendation with respect to the ongoing status of the probationary employee.

If, during such probationary period, where the employee has been transferred or promoted, the Town decides that the employee does not satisfactorily perform the duties of the position, or is otherwise unsuitable for the position, the employee may be reinstated in their former position, or an equivalent classification, or shall be terminated.

Where the employee is new employee and the Town decides that the employee does not satisfactorily perform the duties of the position, or is otherwise unsuitable

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for the position, the employee shall be terminated.

The employee shall be advised of whether they have been successful in their probation, in writing prior to expiry of the probationary period.

12. JOB DESCRIPTIONS

When an employee is first engaged or when an employee is re-assigned to another position, the Town shall, before the employee is assigned to that position, provide the employee with the job description of the position to which the employee is assigned.

13. EMPLOYEE PERFORMANCE AND EMPLOYEE FILES

- (a) When a formal employee performance appraisal is made, the employee concerned must be given the opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read.
- (b) Upon request of an employee, the personnel file of the employee will be made available for examination in the presence of the Senior Administrative Officer or designate.

14. HOURS OF WORK

- (a) The normal workweek for the following administrative employees shall be thirty-seven and one half (37 1/2) hours, Monday to Friday inclusive and the hours of work shall be scheduled so that employees work seven and one half (7 1/2) hours per working day, exclusive of lunch periods:

Senior Administrative Officer
Director of Public Works & Planning
Director of Finance & Administration
Director of Protective Services
Director of Recreation & Community Services
Manager, Human Resources
Council Administrator

15. PAY ADMINISTRATION

15.1 Regular Pay

- (a) Employees are entitled to be paid for services rendered at the rate of pay specified in Appendix "B" for the classification of the position to which they have been appointed.
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- (b) Employees shall be paid on a bi-weekly basis with paydays being every second Friday. In the event that a payday Friday is a paid Statutory Holiday, then the payday will be the Thursday immediately before the Statutory Holiday.
- (c) Where cheques are distributed to employees at their place of work, they shall be placed in envelopes and sealed.

15.2 Acting Pay

- (a) Employees required to perform the duties of a higher classification level on an acting basis shall be paid acting pay from the date upon which the employee commenced to act. The employee required to act in a higher classification shall be paid for all hours worked the greater of the rate of pay equal to the minimum level of pay for the position being filled or a flat rate of \$3.00 per hour.
- (b) At no time shall an employee who is serving in another position on an acting basis, receive less than their own current pay rate.

15.3 Performance Pay Increases

- (a) Performance Pay Step increases will occur on the anniversary date at the discretion of the Employer, through the Senior Administrative Officer, and will be based on annual performance review whereby the Employee receives a satisfactory or better performance evaluation.

15.4 Lieu Time

An employee shall receive fifteen (15) days of paid leave, in lieu of overtime, call-out pay or stand-by pay in each fiscal year. Any lieu time balance remaining by an employee at the end of the fiscal year will be liquidated in cash and not carried over.

16. TERMINATION

(a) Rejection on Probation

Where an employee has been employed for less than ninety (90) days, the employee may be terminated without pay and without notice. Where an employee has been

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employed for ninety (90) days or more, and the employee is still within the probationary period, the Town may terminate the employee upon providing the employee with two (2) weeks' notice of termination, or pay in lieu thereof.

(b) Termination Without Cause

Following successful completion of the probationary period, an employee's employment may be terminated without cause, by providing the employee with the following, up to a maximum of twenty-eight (28) weeks' notice:

- (i) two (2) weeks of notice for the first completed year of employment, plus
- (ii) two (2) weeks of notice for the second completed consecutive year of employment, plus
- (iii) one (1) additional week of notice for each succeeding completed year of continuous employment.

The Town may, at its discretion, choose to provide the employee with pay in lieu of notice in an amount equal to the amount of Salary and benefits which the Employee would be entitled to receive as notice under this section, for some or all of the notice period, again to a maximum payment equal to twenty-eight (28) weeks' Salary and benefits. This amount shall be paid to the Employee as a lump sum.

(c) Termination for Just Cause

The Town may terminate the employee's employment at any time, without notice, for just cause.

(d) Resignation

An employee may terminate their employment with the Town, at any time by providing the Employer with at least three (3) months' written notice of the resignation. Following receipt of the notice of resignation, the Town may choose not to require the employee to attend work for some or all the notice period.

17. DESIGNATED PAID HOLIDAYS

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- (a) The following days shall be designated paid holidays for employees:
 - (i) New Year's Day
 - (ii) Good Friday
 - (iii) Easter Monday
 - (iv) The day fixed by the Governor General for observance of the birthday of the reigning sovereign
 - (v) National Indigenous Peoples Day
 - (vi) Canada Day
 - (vii) The first Monday in August
 - (viii) Labour Day
 - (ix) Thanksgiving Day
 - (x) Remembrance Day
 - (xi) Christmas Day
 - (xii) Boxing Day and
 - (xiii) Any day declared a Civic Holiday by the Town
- (b) Where a day that is a designated paid holiday for an employee falls within a period of leave with pay, the designated paid holiday shall not count as a day of leave.
- (c) When a paid statutory holiday occurs on a Saturday or a Sunday, the holiday shall be observed on the first working day following the Saturday or Sunday.

18. VACATION LEAVE

- (a) For each calendar month in which an employee receives at least ten (10) days' pay the employee shall earn vacation leave at the following rates:
 - (i) One and one quarter ($1 \frac{1}{4}$) days per calendar month, if the employee has completed less than five (5) years of continuous employment. (15 days per year).
 - (ii) One and two thirds ($1 \frac{2}{3}$) days per calendar month, upon completion of five (5) years and less than ten (10) years of continuous employment. (20 days per year).
 - (iii) Two and one twelfth ($2 \frac{1}{12}$) days per calendar month upon completion of ten (10) years and less than fifteen (15) years of continuous employment. (25 days per year).
 - (iv) Two and one-half days ($2 \frac{1}{2}$) per calendar month upon completion of fifteen (15) years and less than twenty (20) years of continuous employment. (30 days per year).
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- (v) Two and eleven twelfths (2 11/12) days per calendar month upon completion of twenty (20) years of continuous employment (35 days per year).
 - (b) Where in any vacation year an employee has not taken all of their vacation leave, carry-over may be allowed, but only with the approval of the Senior Administrative Officer. The Senior Administrative Officer shall seek approval from the Mayor for any carry-over of their vacation leave. Annual leave credits which have been carried over and which exceed one (1) year entitlement shall be liquidated in cash at the end of that subsequent vacation year.
 - (c) Applications for annual vacation leave must be approved by the employee's supervisor; the Mayor's approval being required for the Senior Administrative Officer's annual leave.
 - (d) Applications for annual vacation leave must be on the basis of leave credits earned up to the time of the period applied for. Vacation leave may be advanced, at the discretion of the Town, to a maximum of the anticipated vacation leave entitlement for the current year.
 - (e) Where an employee's employment terminates, the employee shall be required to repay the Town for any advanced vacation that has not been earned. The Town is entitled to deduct the amount owing from any monies owing to the employee at the time of termination.
 - (f) Consideration for approving applications for annual vacation leave will be based on length of service of the employee and will be at the discretion of the employee's supervisor and operational requirements.
 - (g) When an employee is called back to work while on annual leave, the employee shall be compensated for any penalties the employee must pay because of changes to travel arrangements as well as costs associated with returning to work and then, back to the location where the employee was when the call-back was initiated.
 - (h) No annual leave credits shall be liquidated during the time an employee is on duty due to call-back or travelling because of a call-back.
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- (i) An employee shall be granted two (2) days leave with pay once each vacation year for the purpose of travel when taking annual vacation, provided the employee liquidates at least five (5) days of vacation leave. Travel days are not accumulated from year to year, unless the employee is prohibited by the Town from taking vacation in any vacation year.
- (j) If an employee is granted a leave of absence of more than four (4) weeks, vacation entitlement shall be reduced in the proportion that the number of weeks of leave bears to fifty-two (52) weeks.

Example:

$$\frac{6 \text{ weeks' leave} \times 15 \text{ days}}{52 \text{ Vacation}} = 2 \text{ days reduction}$$

19. SICK LEAVE

- (a) Employees shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days per month in which the employee has earned pay for at least ten (10) days.
 - (b) Sick leave earned and not used by an employee shall be accumulated from year to year, to a maximum of one hundred and twenty (120) days.
 - (c) Sick leave payments or credits shall not be given to employees during leaves of absence, lay-offs, disciplinary suspensions, days on which the employee is otherwise paid by the Town, maternity or parental leave.
 - (d) The employee shall inform the Senior Administrative Officer or designate as soon as possible of their inability to report to work because of injury, illness and/or sickness. The employee shall make every reasonable effort to inform the Town of their return to duty in advance of that date.
 - (i) Unless otherwise informed by the Town, a statement signed by an employee, describing that because of injury, sickness and/or illness the employee was unable to perform their duties, shall be considered as meeting the Town's requirements, provided that the period of the absence does not exceed three (3) days.
 - (e) An employee must provide a medical certificate in the following situations:
 - (i) The employee has been absent from work for reasons of injury, sickness and/or illness for more than three (3) consecutive days.
 - (ii) The employee has been absent from work for reasons of injury,
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sickness and/or illness for a total of more than ten (10) intermittent days during any twelve (12) month period, in which case all subsequent absences must be supported by a medical certificate;

Failure to furnish a medical certificate upon request may void the employee's claim for benefits (pay) and may, in addition, result in disciplinary penalties.

- (f) Sick leave payments or credits shall be given to employees during annual vacation leave only if the employee submits a medical certificate from a qualified medical practitioner outlining the nature of injury, sickness and/or illness suffered by the employee, the date of their visit to the medical practitioner, and the actual dates during which the employee was injured, sick and/or ill. Such certificate must be submitted to the Senior Administrative Officer within three (3) days of the employee's return to work from their vacation.
- (g) In a case where an employee has insufficient or no sick leave credits to cover the granting of sick leave with pay, at the discretion of the Town, the employee may be granted sick leave credits in advance, to a maximum of fifteen (15) days, which shall be charged against future credits earned. An employee is required to use accrued vacation leave before sick leave credits will be advanced.
- (h) In the event that an employee is granted advance sick leave credits and then their employment is terminated for any reason before the employee earns and pays back their sick leave advance, or any portion of it, then the outstanding amount of the advanced sick leave represents a debt owing by the employee to the Town. The Town is entitled to deduct the debt from any monies owing to the employee at the time of the termination of employment.
- (i) In circumstances where an employee is entitled to receive benefits from any other source as a result of their injury, sickness and/or illness, the employee is entitled to draw on their accrued sick leave benefits only to the extent required to ensure that the total amount of the benefit received from all sources equals their normal earnings.

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20. SPECIAL AND OTHER LEAVE

20.1 Bereavement Leave

In the case of bereavement in the immediate family, an employee who is either actively employed or on paid vacation shall be entitled to bereavement leave at their regular rate of pay for their normal hours of work, for six (6) working days following the day of the death. Such days of bereavement leave need not be either consecutive or in the same week to facilitate funerals that are delayed.

An employee on vacation leave at the time of bereavement shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

20.2 Paid Personal Leaves of Absence

An employee while employed by the Town and not on annual vacation, sick leave, or other approved leaves of absence including parental or maternity leave, may be granted up eight (8) cumulative paid days for personal leaves of absence during each year of this bylaw. Such leaves of absence are intended to permit the employee to attend to the following:

- (i) serious domestic emergencies, such as family illness or a requirement to accompany a family member (spouse, child, or parent of employee who resides with the employee, or a child who does not reside with the employee, but who is 23 years old or younger and is in full-time attendance at a post-secondary institution), urgent or unexpected care of a child or parent residing with the employee or a requirement to accompany a family member to a medical or dental appointment;
- (ii) Attending a funeral as pallbearer or mourner in the case of a death that is not in the employee's immediate family.
- (iii) Where an employee is required to travel to a Medical Centre outside Hay River to secure medical treatment, or to act as a non-medical escort for a member of their immediate family

The employee will endeavour to provide the Town with as much advance notice as possible.

Employees shall be granted up to two (2) hours of leave with pay to attend to an

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appointment during working hours with a doctor, dentist, or school. Employees shall be granted up to four (4) hours of leave with pay per calendar year to attend to an appointment during working hours with a lawyer or bank official.

20.3 Leave for Birth or Adoption of a Child

An employee shall be granted special leave with pay up to a maximum of three (3) working days on the occasion of the birth or adoption of a child. This leave does not need to be taken consecutively.

20.4 Marriage Leave

After the completion of one year's continuous employment, an employee who gives the Town at least twenty (20) days' notice shall be granted special leave with pay for a period of up to five (5) days for the purpose of getting married.

20.5 Leave for Court Appearance

- (a) The Town shall grant paid leave to employees other than employees on leave without pay who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of their regular earnings while serving at court shall remit to the Town all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Town.
- (d) Time spent at court by an employee in their official capacity shall be at their regular rate of pay.

20.6 Elections

An employee eligible to vote in a Federal or Territorial election or referendum is entitled to four (4) consecutive hours to vote during the hours that the polling stations are open. Any employee eligible to vote in a Municipal election or referendum shall be granted sufficient time off from work in which to cast their ballot.

20.7 General Leave

Notwithstanding any other provision for leave in this Agreement, the Town may

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grant leave of absence without pay to any employee requesting such leave for an emergency or unusual situation. Such request is to be in writing and approved by the Town.

20.9 Educational Leave

- (a) Educational leave with full financial assistance may be granted to employees to attend courses relevant to their job requirements to a maximum of ten (10) days per year. Requests for educational leave shall be in writing and approved by the Senior Administrative Officer.

20.10 Injury-on-Duty Leave

An employee shall be granted injury-on-duty leave with pay for such reasonable periods as may be determined by the Town, but no longer than thirty (30) days, where it is determined by the Workers' Compensation Board that the employee is unable to perform their duties because of:

- (a) personal injury accidentally received in the performance of their duties and not caused by the employee's wilful misconduct; or
- (b) sickness resulting from the nature of their employment.

If the employee agrees to pay the Town any amount received by them for loss of wages in settlement of any claim the employee may have in respect of such injury or sickness

20.11 Compassionate Care Leave

The Town shall grant an employee compassionate care leave without pay to allow for the employee to provide care for a critically ill member of the employee's immediate family, in accordance with the provisions of the Northwest Territories *Employment Standards Act*.

20.12 Maternity Leave and Parental Leave

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- (a) Every employee who has completed six (6) months of continuous service with the Employer is entitled to maternity leave without pay up to seventeen (17) weeks, provided the employee provides the Employer with a certificate of a qualified medical practitioner certifying that the employee is pregnant. Maternity leave can commence not earlier than eleven (11) weeks prior to the estimated termination date of pregnancy and end not later than seventeen (17) weeks following the actual termination date of pregnancy.
 - (b) After completion of six (6) months continuous employment, with the Employer, an employee who provides the Employer with proof that she has applied for and is in receipt of employment insurance benefits pursuant to the maternity benefit portion of the Employment Insurance Act, shall be paid a maternity leave allowance in accordance with this Section.
 - (i) An applicant under Section 20.12 (b) shall sign an agreement with the Employer providing:
 - A. That she will return to work and remain in the Employer's employ for a period of at least six (6) continuous months after her return to work.
 - B. That she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.
 - (ii) Should the employee fail to return to work, except by reason of death, disability or lay-off as per the provision of Section 20.12(b)(i), the employee recognizes that she is indebted to the Employer for the amount received as Maternity allowance. Should the employee not return for the full six months, the employee's indebtedness shall be reduced on a pro-rated basis.
 - (c) In respect of the period of maternity leave, maternity leave allowance payments made will consist of the following:
 - (i) For the first week, payments equivalent to 93% of her weekly rate of pay in effect on the day immediately preceding the
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commencement of the maternity leave. For up to a maximum of an additional 15 weeks' pay, payments equivalent to the difference between the employment insurance benefits she is eligible to receive and 93% of her weekly rate of pay. Where an employee has received the full fifteen (15) weeks of maternity benefit under Employee Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, ninety-three percent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.

- (ii) A. for a full-time employee the weekly rate of pay referred to in Section 20.12(c)(i) shall be the weekly rate of pay in effect immediately preceding the commencement of the maternity leave.

(B) for part-time employees the weekly rate of pay referred to in Section 20.12(c)(i) shall be the prorated weekly rate of pay in effect immediately preceding the commencement of the maternity leave and averaged over the six-month period of continuous service.

- (iii) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under Section 20.12(c)(i), the payments shall be adjusted on the effective date.

- (d) Every employee who has completed six (6) months of continuous service with the Employer is entitled to either Standard or Extended parental leave without pay where the employee has or will have actual care and custody of a new born child, commences legal proceedings to adopt a child or obtains an order for the adoption of a child. The parental leave options are:

- (i) Standard Parental Leave: for a single period of up to thirty-seven (37) consecutive weeks, to be taken during the fifty-two (52) week period immediately following the day the child is born, or in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody; or
- (ii) Extended Parental Leave: for a single period of up to sixty-three (63) consecutive weeks, to be taken during the seventy-eight (78)

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week period immediately following the day the child is born, or in the case of adoption, within the seventy-eight (78) week period from the date the child comes into the employee's care and custody.

- (e) Where an employee is taking both maternity and parental leave, the employee must commence parental leave immediately on the expiration of maternity leave, and the total amount of maternity and parental leave cannot exceed fifty-two (52) weeks for Standard Parental Leave, and seventy-eight (78) weeks of leave for Extended Parental leave.
- (f) Parental leave utilized by an employee-couple shall not exceed a total of thirty-seven (37) weeks for Standard Parental Leave, and sixty-three (63) weeks for Extended Parental Leave, for both employees combined. Where the employee-couple is eligible for the Employment Insurance (EI) Sharing Benefit, the total for Standard Parental Leave shall be forty-two (42) weeks and the total for Extended Parental Leave shall be seventy-one (71) weeks for both employees combined.
- (g) Parental leave utilized by an employee-couple in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks for Standard Parental Leave, and seventy-eight (78) weeks for Extended Parental Leave, for both employees combined. Where the employees are eligible for the EI Sharing Benefit, the total for Standard Parental Leave shall be fifty-seven (57) weeks and the total for Extended Parental Leave shall be eighty-six (86) weeks for both employees combined.
- (h) After completion of 6 months continuous employment with the Employer, an employee who provides the Employer with proof that they have applied for and are in receipt of employment insurance benefits pursuant to the parental benefit portion of the Employment Insurance Act, shall be paid a parental leave allowance in accordance with this Article.
- (i) An applicant under Section 20.12(h) shall sign an agreement with the Employer providing:
 - (i) that they will return to work and remain in the Employer's employ for a period of at least six (6) continuous months after their return to work; and

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- (ii) that they will return to work on the date of the expiry of their parental leave, unless this date is modified with the Employer's consent.
 - (j) Should the employee fail to return to work, except by reason of death, disability or lay-off as per the provision of Section 20.12(h)(i), the employee recognizes that they are indebted to the Employer for the amount received as Parental allowance. Should the employee not return for the full six months, the employee's indebtedness shall be reduced on a prorated basis.
 - (k) In respect of the period of parental leave, parental leave allowance payments made will consist of the following:
 - (i) Where there is a waiting period under Employment Insurance benefits for the first week, a payment equivalent to 80% of their weekly rate of pay. For a period of up to an additional ten (10) weeks during which the employee is in receipt of Employment Insurance Parental Benefits, payments equivalent to the difference between 80% of their weekly rate of pay, and the amount of Employment Insurance benefits that the Employee is entitled to receive under Standard Parental Benefits.
 - (ii) Where the employee has received Employment Insurance benefits for the full ten (10) weeks and thereafter remains on leave without pay, a payment equivalent to eighty percent (80%) of the employee's weekly rate of pay for a final week, less any monies earned during this period, unless the employee has already received the one (1) week of allowance in Section 20.12(c)(i) for the same child.
 - (iii) Where there is no waiting period under Employment Insurance benefits, the employee will receive for up to twelve (12) weeks, a payment equal to the difference between eighty (80%) percent of the employee's weekly rate of pay and the amount of Employment Insurance benefits the employee is entitled to under Standard Parental Benefits.
 - (iv) The for the purposes of determining the Parental Leave Allowance in this Article:
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- A. for a full-time employee the weekly rate of pay referred to in Section 20.12(k) shall be the weekly rate of pay in effect immediately preceding the commencement of the parental leave.
- B. for part-time employees the weekly rate of pay referred to in Section 20.12(k) shall be the prorated weekly rate of pay in effect immediately preceding the commencement of the parental leave and averaged over the six-month period of continuous service.
- (v) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under Clause Section 20.12(k), the payments shall be adjusted on the effective date.
- (vi) Where the employee elects to receive Extended Parental Employment Insurance Benefits over a period of up to sixty-three (63) weeks, there shall be no increase in the amount of parental leave allowance payments. The employee shall be entitled to the same parental leave allowance payments that the employee would be entitled to have the employee received Standard Parental Employment Insurance Benefits over a period of up to thirty-seven (37) weeks.
- (l) An employee who intends to take leave without pay under paragraphs (a) or (d) shall provide the Employer with at least four (4) weeks' notice in writing unless there is a valid reason why such notice cannot be given, and inform the Employer of the length of the leave intended to be taken.
- (m) With the consent of the Employer, an employee may return to work prior to the completion of pregnancy or parental leave.
- (n) A pregnant employee who is unable to perform an essential element of the employee's job, and for whom no appropriate alternative job is available may be required by the Employer to take a leave of absence without pay from employment for such time as the employee is unable to perform that essential element. The burden of proving that the employee is unable to perform an

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essential element of the job rests with the Employer.

- (o) When a pregnant employee produces a statement from the employee's physician that the employees' working condition may be detrimental to the employee's health or that of the foetus, the Employer will either: change those conditions; temporarily transfer the employee to another position with equal pay; or allow the employee to take a leave of absence without pay for the duration of the pregnancy.
- (p) An employee who takes parental leave and/or pregnancy leave without pay is entitled to be reinstated in the position that the employee occupied when the leave commenced. Where for any valid reason the Employer cannot reinstate an employee into the same position, the employer shall reinstate the employee into a comparable position with the same wages and benefits.
- (q) An employee who takes parental and/or pregnancy leave shall continue to accrue seniority during the period of the leave. Any period of leave shall be considered for pay increment purposes.
- (r) An employee who takes parental and/or pregnancy leave shall continue to be entitled to health and disability benefits, provided that, for the period of the leave, the employee continues to pay the employee's portion of benefits for the period of leave.

20.13 DOMESTIC VIOLENCE LEAVE

An employee who is experiencing domestic violence or who has a dependent child experiencing domestic violence shall be granted leave with pay up to five (5) days per fiscal year to attend appointments with professionals, legal proceedings, and engage in any other necessary activities to support their health, safety and security. Such leave shall generally be taken in full days, however, leave may be taken in half-days, with prior approval from the Employer.

Upon exhausting the five (5) days of paid leave, an employee shall be entitled to unpaid Domestic Violence Leave as set out under the Employment Standards Act.

An employee shall not be entitled to Domestic Violence Leave if the domestic violence is committed by the employee.

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**21. LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT AND LONG-TERM
DISABILITY INSURANCE PLANS**

Employees shall participate in the Group Life, Accidental Death and Dismemberment and Short- and Long-Term Disability Insurance Plans as arranged for by the Town of Hay River.

All benefit plan matters, including coverage, claims, terms, conditions and specific eligibility requirements shall at all times be subject to and be governed by the terms and conditions of the plans or policies provided or underwritten by the respective carriers,

22. GROUP BENEFIT PLAN

22.1 Dental Plan and Extended Health Benefits

(a) The Town agrees to continue to provide the employees with coverage for benefits under the Dental Plan, the Extended Health Benefits, the Group Life Plan, the Weekly Indemnity (Short Term Disability) plan and the Long-Term Disability Plan.

22.2 Employer and Employee Contributions to Benefit Plan Premiums

(b) The Town and the employees will share the costs of the premium contributions on a 50/50 basis for the maintenance of the Extended Health Benefits Plan and the Dental Plan

(c) The Town pay the costs of the premium contributions for the maintenance of the Group Life Plan and Accidental Death and Dismemberment

(d) During the term of this agreement, the Employee pays the costs of the premium contributions for the maintenance of the Long- and Short-Term Disability Plans

(e) Notwithstanding Section 22.2(a), 22.2(b), and 22.2(c), the Town will pay the costs of premium contributions for the following benefit plans for the Senior Administrative Officer:

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Group Life Plan and Accidental Death and Dismemberment
Extended Health Benefits
Dental Plan

22.3 Pension

- (a) The Town shall participate in an RRSP matching program with management and excluded employees. The Town shall withhold an amount equal to 6.6% of the employee's biweekly salary to be deposited in the employee's RRSP. The Town shall equally contribute an amount equal to 6.6% of the employee's biweekly Salary towards the employee's RRSP.
- (b) An employee may request, in writing, at least thirty (30) days in advance, that the Town's contribution be deposited to a Tax-Free Savings Account established by the employee instead of the employee's RRSP. If the employee chooses to have the Town's contribution deposited in a Tax-Free Savings Account, the Town will cease to withhold the employee's portion of the contribution from the employee's Salary.

23. USE OF EMPLOYEE OWNED MOTOR-VEHICLES

Where an employee is required to use their own motor vehicle on any Town business, the employee shall be entitled to a car allowance as set out and maintained by the Government of the Northwest Territories (GNWT)..

24. ALLOWANCES

24.1 Northern Travel

\$15,000 of the employee's pay shall be designated as travel allowance.

24.2 Northern Living Allowance

All permanent Excluded and Management employees shall receive a monthly Northern Living Allowance of \$500.00 for each calendar month for which the employee earns pay for at least ten (10) days. The Northern Living Allowance shall be paid on a bi-weekly basis.

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24.3 – Cellular Telephone Allowance:

The Employer shall in its discretion provided management and excluded employees with a cellular telephone allowance. The employer will reimburse the employee for a monthly cost up to \$120.00 upon submission of cellular telephone bill receipt. Alternatively, the employer will provide the employee with a cellular telephone.

24.4 Internet Allowance:

The Employer shall with in its discretion provide management and excluded employees with Internet access at the employee's residence through the Towns' wireless network at no cost. This service will commence as soon as possible upon installation of the equipment necessary to provide the Internet access.

Should the Town's wireless network be unavailable to an employee because of the location of the employee's residence, the Employer will reimburse the employee for the monthly cost of employee's home Internet access up to \$120.00 per month, upon submission of a copy of the employee's Internet access bill.

24.5 Duty Travel

- (a) Employees shall be entitled to reimbursement of expenses for meals, incidentals and vehicle travel (where travel by vehicle is the most economical means) incurred while carrying out duties on behalf of the Town of Hay River in the amounts set out and maintained by the GNWT
- (b) A claim for reimbursement shall be accompanied by receipts for the expenditures claimed excluding receipts for meals, incidentals, private accommodation and kilometre rate where a privately owned vehicle is used.

25. LEGAL AID

The Town will indemnify and save harmless any employee for any action, claim, cause or demand whatever that may be made or arise out of the employee carrying out their official duties.

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THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER
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26. VARY TERMS OF EMPLOYMENT

- (a) Notwithstanding any other provision of this bylaw, Council may negotiate a contract for terms of employment with the Senior Administrative Officer that varies from the provision of this bylaw, and where there are any discrepancies between the contract and this bylaw, the contract shall prevail. However, the provisions of this bylaw shall apply to all matters set out in this bylaw which are not dealt within the negotiated contract.
- (b) Notwithstanding any other provision of this bylaw, the Senior Administrative Officer may negotiate terms of employment with Management Personnel that vary from the provisions of this bylaw and where there are any discrepancies between the negotiated terms of employment and this bylaw the negotiated terms of employment shall prevail. However, the provisions of this bylaw shall apply to all matters set out in this bylaw which are not dealt within the negotiated terms of employment.

27. DURATION OF CONTRACT

The provisions of this By-law shall remain in force and effect until such time that a new By-law is enacted.

28. AMENDMENT

Bylaw No 2240 is hereby amended.

29. FORCE AND EFFECT

This Bylaw shall take force and effect upon the date of its final passage.


**Bylaw No. 2240A-22 (Management and Excluded Personnel Employment Bylaw)
THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER
IN THE NORTHWEST TERRITORIES**

READ A FIRST TIME this 21st day of March, 2021




Mayor

READ A SECOND TIME this 21st day of March, 2021.



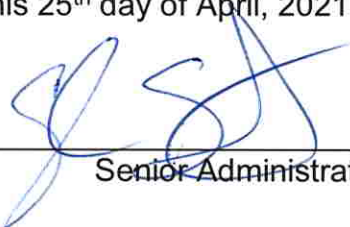
Mayor

READ A THIRD AND FINAL TIME this 25th day of April, 2021



Mayor

CERTIFIED that this bylaw has been made in accordance with the requirements of the
CITIES, TOWNS AND VILLAGES ACT, S.N.W.T. 2003, C.22, s48 and the bylaws of the
Municipal Corporation of the Town of Hay River on this 25th day of April, 2021.



Senior Administrative Officer

Bylaw No. 2240A-22 (Management and Excluded Personnel Employment Bylaw)
THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER
IN THE NORTHWEST TERRITORIES

APPENDIX "A"

Management and Excluded Personnel Employee Position Titles

GROUP

- 8 DIRECTOR OF PUBLIC WORKS & PLANNING
- 8 DIRECTOR OF FINANCE & ADMINISTRATION
- 8 DIRECTOR OF PROTECTIVE SERVICES
- 8 DIRECTOR OF RECREATION & COMMUNITY SERVICES
- 7 MANAGER, HUMAN RESOURCES
- 5 COUNCIL ADMINISTRATOR

Bylaw No. 2240A-22 (Management and Excluded Personnel Employment Bylaw)
THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER
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APPENDIX "B"

Annual Salary - 2019

Group	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8 (Mgmt)	117,880.35	124,307.78	130,067.99	137,484.90	143,806.98	150,858.25	157,083.25
7 (Mgmt)	91,240.50	96,037.50	101,088.00	106,411.50	112,008.00	117,897.00	124,117.50
6 (Mgmt)	82,922.46	86,798.75	90,874.38	96,709.99	101,276.23	106,069.69	110,279.59
5 (Mgmt)	75,756.54	79,492.36	83,003.12	86,849.36	90,899.17	95,164.85	100,069.86
4 (Mgmt)	57,844.83	61,040.48	64,131.80	67,227.26	70,318.58	73,413.00	76,503.26
3 (Mgmt)	53,097.85	55,871.06	58,644.26	61,414.37	64,189.64	66,960.78	69,733.98

Annual Salary - 2020 - .5%

Group	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8 (Mgmt)	118,469.75	124,929.32	130,718.33	138,172.32	144,526.01	151,612.54	157,868.67
7 (Mgmt)	91,696.70	96,517.69	101,593.44	106,943.56	112,568.04	118,486.49	124,738.09
6 (Mgmt)	83,337.07	87,232.74	91,328.75	97,193.54	101,782.61	106,600.04	110,830.99
5 (Mgmt)	76,135.32	79,889.82	83,418.14	87,283.61	91,353.67	95,640.67	100,570.21
4 (Mgmt)	58,134.05	61,345.68	64,452.46	67,563.40	70,670.17	73,780.07	76,885.78
3 (Mgmt)	53,363.34	56,150.42	58,937.48	61,721.44	64,510.59	67,295.58	70,082.65

Annual Salary - 2021 - 1.25%

Group	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
8 (Mgmt)	119,950.62	126,490.94	132,352.31	139,899.48	146,332.59	153,507.70	159,842.02
7 (Mgmt)	92,842.91	97,724.16	102,863.36	108,280.35	113,975.14	119,967.57	126,297.31
6 (Mgmt)	84,378.79	88,323.15	92,470.36	98,408.46	103,054.89	107,932.54	112,216.38
5 (Mgmt)	77,087.01	80,888.44	84,460.86	88,374.65	92,495.59	96,836.18	101,827.34
4 (Mgmt)	58,860.73	62,112.50	65,258.11	68,407.94	71,553.55	74,702.32	77,846.85
3 (Mgmt)	54,030.38	56,852.30	59,674.20	62,492.96	65,316.97	68,136.78	70,958.68

Annual Salary - 2022 - 1.75%

Group	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
9 (Mgmt)	129,600.00	137,833.30	146,066.70	154,300.00	162,533.30	170,766.70	179,000.00
8 (Mgmt)	122,049.76	128,704.53	134,668.47	142,347.72	148,893.41	156,194.08	162,639.26
7 (Mgmt)	94,467.66	99,434.33	104,663.47	110,175.26	115,969.71	122,067.00	128,507.52
6 (Mgmt)	85,855.41	89,868.81	94,088.59	100,130.61	104,858.35	109,821.36	114,180.16
5 (Mgmt)	78,436.04	82,303.99	85,938.93	89,921.21	94,114.26	98,530.82	103,609.32
4 (Mgmt)	59,890.79	63,199.47	66,400.13	69,605.08	72,805.74	76,009.61	79,209.17

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3 (Mgmt)	54,975.91	57,847.21	60,718.50	63,586.59	66,460.02	69,329.17	72,200.46
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Annual Salary - 2023 - 2%

Group	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
9 (Mgmt)	132,192.00	140,590.00	148,988.00	157,386.00	165,784.00	174,182.00	182,580.00
8 (Mgmt)	124,490.75	131,278.62	137,361.84	145,194.67	151,871.28	159,317.96	165,892.05
7 (Mgmt)	96,357.02	101,423.02	106,756.74	112,378.76	118,289.10	124,508.34	131,077.67
6 (Mgmt)	87,572.52	91,666.18	95,970.36	102,133.22	106,955.52	112,017.79	116,463.77
5 (Mgmt)	80,004.76	83,950.07	87,657.71	91,719.63	95,996.54	100,501.43	105,681.50
4 (Mgmt)	61,088.61	64,463.46	67,728.13	70,997.18	74,261.85	77,529.80	80,793.35
3 (Mgmt)	56,075.43	59,004.15	61,932.87	64,858.32	67,789.22	70,715.76	73,644.47

Annual Salary - 2024 - 2%

Group	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
9 (Mgmt)	134,835.84	143,401.08	151,967.76	160,533.72	169,099.68	177,665.64	186,231.60
8 (Mgmt)	126,980.57	133,904.19	140,109.08	148,098.57	154,908.70	162,504.32	169,209.89
7 (Mgmt)	98,284.16	103,451.48	108,891.87	114,626.34	120,654.88	126,998.51	133,699.22
6 (Mgmt)	89,323.97	93,499.51	97,889.77	104,175.88	109,094.63	114,258.14	118,793.04
5 (Mgmt)	81,604.85	85,629.07	89,410.86	93,554.03	97,916.48	102,511.46	107,795.13
4 (Mgmt)	62,310.38	65,752.73	69,082.70	72,417.12	75,747.09	79,080.39	82,409.22
3 (Mgmt)	57,196.94	60,184.24	63,171.53	66,155.48	69,145.00	72,130.07	75,117.36