



AGENDA

PUBLIC INPUT

1. CALL TO ORDER

2. ADOPTION OF AGENDA

3. DECLARATION OF INTEREST

4. ANNOUNCEMENTS, AWARDS, CEREMONIES & PRESENTATIONS

- a. Cheetah Resources Update – page 2-6
- b. Trans Canada Trail AccessNow Presentation – page 7 - 27

5. INFORMATION ONLY

- a. Recreation Committee Minutes – September 28th, 2021 – page 28-29
- b. Recreation Committee Minutes – February 18th, 2021 – page 30-31

6. ADMINISTRATIVE ENQUIRIES

7. NEW BUSINESS

- a. Sub-division and Resurvey of 34 Lakeshore Drive, Lot 1770, Plan 2745 – page 32-40
- b. Management and Excluded Personnel Employment Bylaw Amendment – page 41-73
- c. Excused Absence – Councillor Willows & Councillor Chambers – page 74

8. BYLAWS

- a. Bylaw 2440 – Old Town Fire Hall Disposal Bylaw – Third and Final Reading – page 75-77
- b. Bylaw 2432 – Solid Waste Bylaw – Third and Final Reading – page 78-90
- c. Bylaw 2411/PS/22 “A” – Protective Services Specialist Bylaw Update – Third and Final Reading – page 91 - 94
- d. Bylaw 2240A-22 – Management and Excluded Personnel Employment Bylaw – First and Second Reading – page 95 - 124

9. IN CAMERA

- a. **Matters under Consideration** - pursuant to Cities, Towns & Villages Act, S.N.W.T. 2003 c. 22, Section 23. (3), (e)

10. ADJOURNMENT



4a) Cheetah Resources Update



YKDFN members commission the new sensor-based ore sorter July 21, 2021. It greatly reduces mining's environmental impact.

Highlights of the Nechalacho Rare Earth Mine for Communities

- Canada's first producing Rare Earth Elements (REE) mine and one of the world's richest deposits
- North T deposit is demonstrating quality of Canadian product, social, economic and environmental advantages
- Successful first year 2021: 5,000 tonnes of ore mined, 1,000 tonnes of concentrate produced
- Safe operation - zero lost time accidents and no Covid-19 cases
- Multiple GNWT environmental inspections - no significant issues. All MVLWB permit conditions followed.
- First time in Canada that an Indigenous group (YKDFN) is the miner on its traditional land
- Expansion to the much larger, multigenerational Tardiff deposit planned for 2024. The Tardiff deposit will more than double Indigenous and Northern employment and business opportunities, and provide opportunities for Indigenous ownership.

Major Social Advantages:

- 58 mostly seasonal employees, 85%-plus from the NWT
- 70%-plus employees and management are Indigenous from the NWT
- The first mine in the NWT to post working signage in an Indigenous language

Major Economic Advantages:

- Over 162 suppliers and businesses are NWT-based
- 85%-plus of all purchasing is Indigenous-sourced. 90%-plus of suppliers are NWT-businesses
- Nechalacho generates a variety of direct and indirect royalties, taxes and fees for governments
- Nechalacho is rejuvenating Hay River's Transportation Hub with significant southbound marine, trucking and rail business to Saskatoon. \$20 million metallurgical processing plant to begin production in Q3 2022.
- China controls most global REE production. Canada and its allies have made building a responsibly sourced, independent supply chain a strategic priority. Nechalacho plays a vital role in this strategy.

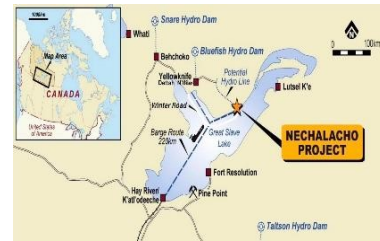
Major Environmental Advantages:

- Cheetah's low-impact sensor-based ore sorting technology eliminates chemicals, tailings and waste water
- Significantly reduces mine footprint, carbon emissions and environmental impacts of mining
- Rare earths are essential to carbon reduction, the Green Economy, electric vehicles, renewable energy, cell phones, computers, fibre optics, LED, medical, scientific and domestic devices

Questions? David Connelly, VP Corporate Affairs and Strategy dconnelly@cheetahresources.com +1(867)445-2700



Concentrated ore with sensor-based sorter



YKDFN councillors and Cheetah staff at camp, July 2021



Aerial view of Nechalacho, October 2021



Sorter operator Jeremy Catholique of Lutsel K'e with REE concentrate ready for shipping, August 2021



Aurora over crushers, September 2021



THANK YOU TO OUR NORTHERN TEAM MEMBERS



Ray Angelov
Operations Manager
Yellowknife, NT



Glen Austin
HED/Excavator
Yellowknives Dene FN
Yellowknife, NT



Kyle Bayha
Lead Hand Supervisor
Déljné First Nations
Déljné, NT



Norman Betsina
Operator/Maintenance
Yellowknives Dene FN
Yellowknife, NT



William Betsina
Labourer
Yellowknives Dene FN
Yellowknife, NT



Bill Braden
Media Relations
Yellowknife, NT



Aaron Catholique
Loader/HED
Lutsel K'e Dene FN
Lutsel K'e, NT



Andrew Catholique
Heavy Equip Operator
Lutsel K'e Dene FN
Lutsel K'e, NT



Jeremy Catholique
Sensor-based Ore Sorter
Lutsel K'e Dene FN
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Shauna Catholique
Sensor-based Ore Sorter
Lutsel K'e Dene FN
Lutsel K'e, NT



David Connelly
VP Strategy and Corporate
Affairs
Yellowknife, NT



Roland Conrad
Operator
Yellowknives Dene FN
Yellowknife, NT



Stanley Cook
Driller
K'asho Got'ine
Yellowknife, NT



Johnny Doctor
Yellowknives Dene FN
Driller
Yellowknife, NT



Cody Drygeese
Environmental Officer
Yellowknives Dene FN
Yellowknife, NT



Greg Dryneck
Operator/Maintainer
Tl'ch'q
Yellowknife, NT



Garrett Edjericon
Heavy Equip Operator
Yellowknives Dene FN
Yellowknife, NT



Richard Field
Heavy Equip Operator
Tl'ch'q
Dawson City, YT



Ian Fowler
Excavator Operator
Yellowknives Dene FN
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Keegan Black Fowler
Heavy Equip Operator
Yellowknives Dene FN
Yellowknife, NT



Simon Garneau
Heavy Equipment
Operator
Yellowknife, NT



Lawrence Goulet
Operator/Maintainer
Yellowknives Dene FN
Yellowknife, NT



Mark Hicks + OD
K-9 Services
Yellowknife, NT



Cruze Jerome
Sensor-based Ore Sorter
Gwich'in
Yellowknife, NT



Sarah Kakfwi
Office Manager
K'asho Got'ine
Yellowknife, NT



Fred Lafferty
Sensor-based Ore Sorter
Deninu K'ue FN
Fort Resolution, NT



Melvin Lafferty
Heavy Equip Operator
Deninu K'ue FN
Yellowknife, NT



Michael Lafferty
Carpenter
Deninu K'ue FN
Fort Resolution, NT



Scott Lafferty
Operator/Maintainer
Deninu K'ue FN
Fort Resolution, NT



Clifford Larkin
Operator/Maintainer
Lutsel K'e Dene FN
Lutsel K'e, NT



Lise Leger
Bookkeeper
Yellowknife, NT



Chase Loutitt
Sensor-based Ore Sorter
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Heavy Equip Operator
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Courtland MacLean
Crusher/Labourer
Yellowknife, NT



Jeffrey Mantla
HED/Dozer
Tl'ch'q
Yellowknife, NT



Cody Mantla
Operator/Maintainer
Tl'ch'q
Behchok'q, NT



Jessica Michel
Kitchen Staff
Lutsel K'e Dene FN
Lutsel K'e, NT



Rena McKay
Kitchen Staff
Deninu K'ue FN
Fort Resolution, NT



Kyle O'Connor
Driller
Yellowknife, NT



Gord Peckford
Mine Manager
Chippewa
Yellowknife, NT



Lorne Poltras
HED/Superintendent
Deninu K'ue FN
Hay River, NT



Clarence Pyke
Mine Manager
Mi'kmaq
Yellowknife, NT



Gah'xe Rabesca
Crusher Operator
Tl'ch'q
Yellowknife, NT



Peter Ross
Crusher Operator
Gwich'in
Yellowknife, NT



Seth Ross
Crusher Operator
Gwich'in
Yellowknife, NT



Tanya Sjoberg
Kitchen Staff
Metlakatla First Nations
Sooke, BC



Travis Thompson
Driller
Yellowknife, NT



Chad Wood
Blaster
Yellowknife, NT



CHEETAH
RESOURCES

M vital

THANK YOU TO OUR NWT SUPPLIERS AND THEIR DEDICATED EMPLOYEES

It takes a village to raise a child, it takes a community to build a project. A community of Indigenous and non-Indigenous suppliers, employees, and not-for-profits.

52 North Manufacturing 62 Degrees North Inc. Acasta Heliflight Inc. Advanced Medical Solutions Inc. Ahmic Air Ltd. ALS Yellowknife Air Tindi Ltd. Archibald Robb Consulting Arctic Appliance Ltd. Artless Collective Inc. Aurora Cabs Ltd. Aurora College Aurora Ford Aurora Hospitality Inc. Aurora Telecom Services Ltd. Back Eddy Restaurant Bassett Petroleum Distributors Ltd. Big Lake Eatery and Cafe Bill Braden Photo Black Knight Pub Bonita Nowell Consulting Bryan Mason Bullock's Bistro Bumper to Bumper Cabin Radio Canadian Dewatering LP Canadian North Canadian Tire Canarctic Graphics (Black Press Group Ltd.) Canuck Concrete Plumbing Capital City Construction Ltd. Capital Signs Ltd. CasCom Ltd. Central Mechanical Systems Ltd. Challenger Geomatics Ltd. o/a Sub-Arctic Geomatics CHATEAU NOVA YELLOWKNIFE City Cab (1993) Ltd. City of Yellowknife Copperhouse Eatery & Lounge Corrothers Home Hardware Building Centre Creative Basics Crowe MacKay LLP Deninu K'ue Development Corporation Deninu K'ue First Nation DET'on Cho Construction LTD. Det'on Cho Logistics Ltd. Det'on Cho Management LP Diamond Glass Ltd. Diggerz Sports Discovery Inn Discovery Mining Services Ltd. Diversified Electric Ltd. Drumbeat Expediting Dyno Nobel Canada Inc.	East Arm Freightling Ltd. EMCO Corporation Erasmus Apparel Ltd. Esso Yellowknife Event Rentals Yellowknife Explorer Hotel Finning Canada Inc. Fire Prevention Services 2016 Ltd. Fuel Flo Logistics Inc. Gallant Renovations Inc. Glen's Your Independent Grocer Global Storm IT Corporation GNWT - Department of Lands GNWT - ENR GNWT - Finance GNWT - Industry, Tourism & Investment GNWT - Marine Transportation Services Gold Range Bistro Ltd. Golder Associates Ltd. Metshaw Trucking L.P. Hilary Jones Consulting Home Building Centre (Hay River) Ideal Woodwork Ile Royale Enterprises Ltd. J & S Contracting Ltd. Ja-Pain Bakery Javarama Gourmet Coffee & Tea Jiffy Lube Yellowknife Kasteel Construction and Coatings Inc. Kavanaugh Bros. Ltd. KBL Environmental Ltd. Kopykat North Kingland Ford (Hay River) Lake Awry Cap & Crest Ltd. Lawson Lundell LLP LFT Solutions Inc. Lise Leger Manitoulin Transport Maro Sundberg Translations Matonabee Petroleum Médias Ténisse Metshaw Trucking Midnight Sun Energy Ltd. Monster Recreational Products Ltd. Nahanni Construction Ltd. North Mart Hay River North of Sixty K9 Detection Services Ltd. North Slave Metis Alliance Northern Comm. & Nav. Systems Ltd. Northern Fancy Meats Ltd. Northern Foodservices Ltd. Northern News Services Ltd. Northtech Drilling Ltd. Northwest Inc.	NWT & Nunavut Chamber of Mines NWT Chamber of Commerce Office Compliments Ltd. Ollerhead NWT Locksmithing Ltd. Paul Bros. Nextreme Inc. Polar Tech Recreation Ptarmigan Inn Hotel Ltd. Quality Furniture Quality Inn Yellowknife Rebecca's Flowers RLM Consulting Rochdi's Your Independent Grocer Ron's Auto Service Ltd. Savannah's Family Restaurant Sera Inc. Shell Hay River Shell Yellowknife Shoppers Drug Mart Signed. SMS Equipment Inc. Staples Super 8 Yellowknife Super A Foods Ltd. Sushi Cafe Sushi North Tamarack Computers Ltd. Taylor Architecture Group Ted's U-Drive Ltd. Tenaquip NIS Ltd. The Black Knight Pub The Brick Warehouse LP The Woodyard Brewhouse & Eatery Tim Horton's Tlilcho Environmental Top of the World Travel Trader's Grill Tundra Transfer Ltd. United Way NWT Up Here Publishing Vista Radio Ltd. Wajax Industrial Components LP Weatherby Trucking Ltd. Weaver & Devore Trading Ltd. Wesley Cook, Research Consultant Westown Tire & Service Ltd. Worker's Safety & Compensation Commission Y.B. Services Inc. Yellowknife Chamber of Commerce Yellowknife Co-op Gas Bar Yellowknife Direct Charge Co-op Ltd. Yellowknife Taxi Yellowknife Tru Hardware Yellowknives Dene First Nation Zehabesha Traditional Ethiopian Restaurant
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If we have missed you, please let us know at dconnelly@cheetahresources.com

"That so many NWT suppliers rose to the occasion during Covid and demonstrated that the NWT business community and their dedicated employees could build Canada's first rare earth mine gives confidence to investors considering investing in the multigenerational expansion of the Nechalacho Rare Earth Mine. Together they demonstrate the resilience of the NWT's Indigenous and non-Indigenous business sector." Yanik D'Aigle, President of the NWT Chamber of Commerce



CHEETAH
RESOURCES





4b) Trans Canada Trail AccessNow Presentation

BACKGROUND



- In 2020, Trans Canada Trail entered into a partnership with AccessNow to map segments of the Trail for accessibility
- The goal of the program is to focus on all aspects of trail accessibility from the perspective of someone with lived experience
- The program will be ongoing for the next several years

AccessNow App

- AccessNow's mission is to establish the world's go-to resource for accessibility information
- The app-based platform allows users to engage with accessible experiences, prioritizing freedom of choice
- The AccessNow app was originally designed to map indoor spaces, such as stores and restaurants



PROGRAM GOALS

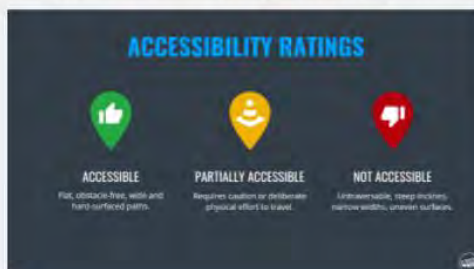


- 1 Gain a better understanding of the Trail from an accessibility perspective
- 2 Communicate accessibility of the Trail to users
- 3 Remove barriers to accessibility

METHODOLOGY

Accessibility Rating System

Mappers evaluate features of the trail's terrain and amenities using a 3-point accessibility rating system.



Data Collector App

The collector app allows mappers to capture photos and notes about feature along the trail and give them an accessibility rating.



Results of the AccessTCT program Résultats du programme AccèsSTC

Trail / Sentier: Hay River's Oxbow, Old Connector, Kiwanis & Downtown Trails
K'atlodeeche First Nation Recreational Trail

Mapper / Évaluateur: Bryson Asels

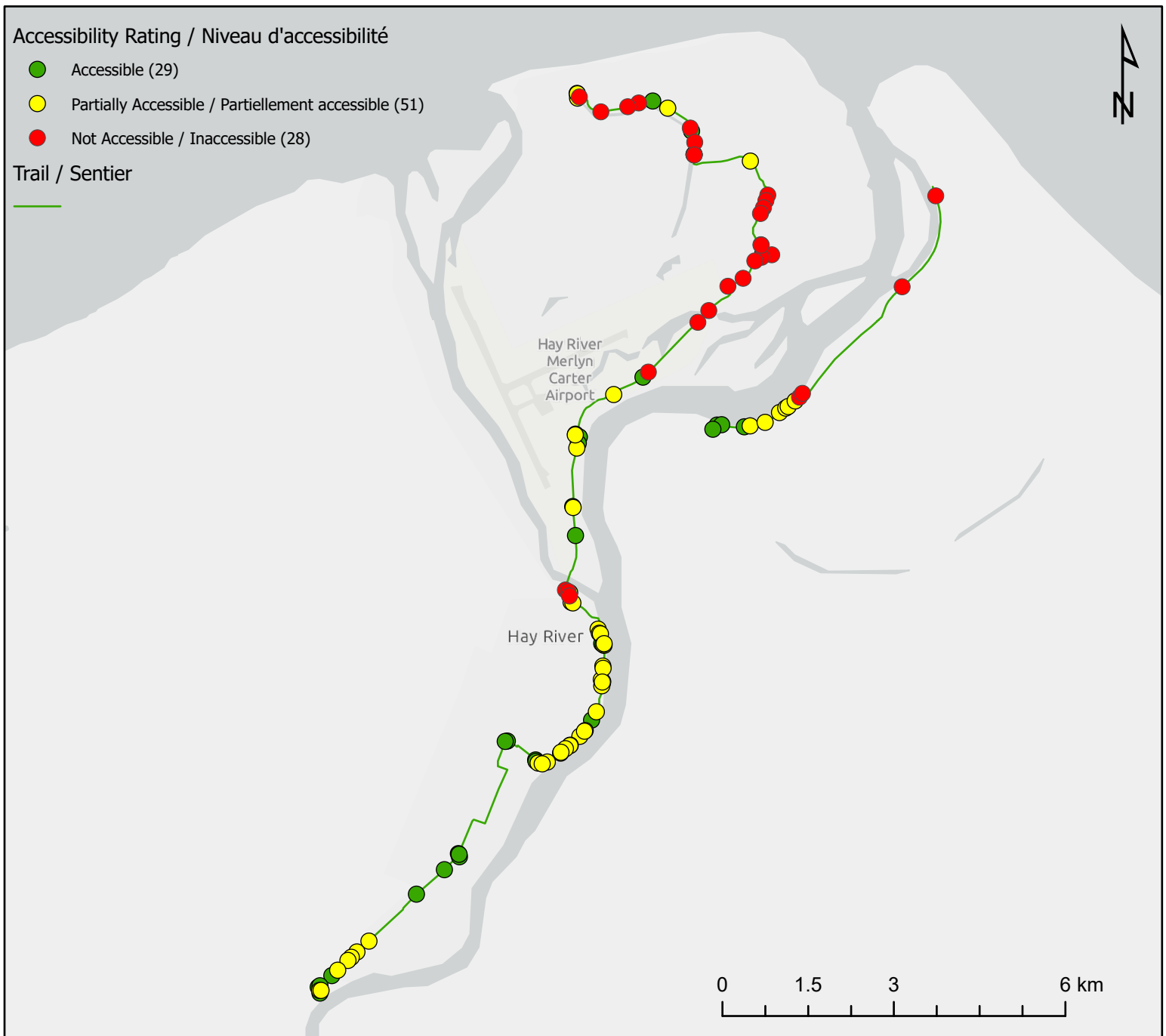
Distance / Longueur: 24.72 km, 6.35 km

Date: 24/10/2021

Accessibility Rating / Niveau d'accessibilité

- Accessible (29)
- Partially Accessible / Partiellement accessible (51)
- Not Accessible / Inaccessible (28)

Trail / Sentier



Results of the AccessTCT program Résultats du programme AccèsSTC








Trail / Sentier: Hay River's Oxbow, Old Connector, Kiwanis & Downtown Trails


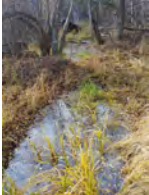





Mapper / Évaluateur: Bryson Asels






Distance / Longueur: 24,717 m

Date: 24/10/2021













Coord.	Note Type / Type de note	Accessibility Rating / Niveau d'accessibilité	Note	Photos
60.85448, -115.74721	Terrain / Surface du sentier	Not Accessible / Inaccessible	Trail turns into path looted with roots and fallen trees.	 
60.84991, -115.74659	Terrain / Surface du sentier	Not Accessible / Inaccessible	Muddy path makes it uneasy to pass.	
60.85405, -115.74751	Terrain / Surface du sentier	Not Accessible / Inaccessible	Muddy and swampy terrain.	
60.84972, -115.74818	Terrain / Surface du sentier	Not Accessible / Inaccessible	Rough and grassy path, difficult to spot the trail.	 
60.85068, -115.74829	Terrain / Surface du sentier	Not Accessible / Inaccessible	Muddy path and uneven very hard to pass	 

Coord.	Note Type / Type de note	Accessibility Rating / Niveau d'accessibilité	Note	Photos
60.85065, -115.74824	Hazard	Not Accessible / Inaccessible	Flooded areas and muddy terrain make it difficult to traverse. End of detour back on the trail.	
60.85351, -115.74789	Hazard	Not Accessible / Inaccessible	Swampy waters flood this area of the trail.	
60.85307, -115.74836	Hazard	Not Accessible / Inaccessible	Inaccessible part of the trail. Swampy and muddy terrain block any access. Couldn't continue walking on the trail, had to take a detour.	
60.85004, -115.74796	Parking / Stationnement	Accessible	Parking area for entrance to trail.	 
60.84944, -115.74925	Terrain / Surface du sentier	Not Accessible / Inaccessible	Leaning trees and brush litter this section of the path. Difficult to traverse.	 
60.85708, -115.74995	Information Area / Zone de renseignements	Partially Accessible / Partiellement accessible	Plant life is described in this information sign. Rocky and rough grounds would make it difficult for a wheelchair.	
60.84811, -115.75109	Terrain / Surface du sentier	Not Accessible / Inaccessible	Map guided through brushy terrain and rough grounds.	

Coord.	Note Type / Type de note	Accessibility Rating / Niveau d'accessibilité	Note	Photos
60.8475, -115.75348	Terrain / Surface du sentier	Not Accessible / Inaccessible	Rough patchy roads intersect, uneven terrain.	
60.84564, -115.75648	Terrain / Surface du sentier	Not Accessible / Inaccessible	Rough path, uneven terrain, and tall grass make it an obstacle.	 
60.84474, -115.7582	Terrain / Surface du sentier	Not Accessible / Inaccessible	Detour onto train track berm, bog land and muddy waters flood the trail.	
60.85961, -115.75938	Terrain / Surface du sentier	Not Accessible / Inaccessible	Large ditch dug into the trail, detour includes roots and rough terrain.	
60.85852, -115.75869	Terrain / Surface du sentier	Not Accessible / Inaccessible	Muddy and boggy area of the trail, uneasy to walk around.	
60.85755, -115.75877	Terrain / Surface du sentier	Not Accessible / Inaccessible	Rough Terrain	
60.85938, -115.75917	Information Area / Zone de renseignements	Accessible	Sign detailing aquatic mammals in the area.	



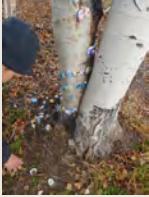



Coord.	Note Type / Type de note	Accessibility Rating / Niveau d'accessibilité	Note	Photos
60.85759, -115.7588	Information Area / Zone de renseignements	Partially Accessible / Partiellement accessible	Picnic table located with signs detailing Ducks around the area. Rough terrain.	
60.85757, -115.75879	Picnic Table / Table de pique-nique	Partially Accessible / Partiellement accessible	Partially Accessible Picnic table	
60.86113, -115.76293	Picnic Table / Table de pique-nique	Partially Accessible / Partiellement accessible	Picnic table located on the trail. Again, many roots protruding along the trail, wheel chair access is nearly impossible. Walking and cycling accessible	
60.86169, -115.76528	Information Area / Zone de renseignements	Accessible	Description of local animals that may show dwell around the trail.	
60.84093, -115.76598	Terrain / Surface du sentier	Not Accessible / Inaccessible	No visible trail marked here....grassland and rocky terrain.	
60.84055, -115.76682	Terrain / Surface du sentier	Accessible	Paved path makes it easily accessible for all.	
60.86153, -115.76749	Terrain / Surface du sentier	Not Accessible / Inaccessible	Muddy and Grassy very hard to pass NotAccessible	



Coord.	Note Type / Type de note	Accessibility Rating / Niveau d'accessibilité	Note	Photos	
60.86124, -115.76922	Picnic Table / Table de pique-nique	Not Accessible / Inaccessible	Picnic table, rocky trail and large roots won't allow for easy access.		
60.83921, -115.77142	Bench / Banc	Partially Accessible / Partiellement accessible	Park bench seated on grassy land, rough uneven ground.		
60.82, -115.77294	Terrain / Surface du sentier	Partially Accessible / Partiellement accessible	Short incline in gravel path.		
60.81737, -115.77337	Terrain / Surface du sentier	Partially Accessible / Partiellement accessible	Short incline in the gravel path.		
60.81708, -115.77322	Terrain / Surface du sentier	Partially Accessible / Partiellement accessible	Short incline in the trail.		
60.8169, -115.7733	Terrain / Surface du sentier	Partially Accessible / Partiellement accessible	Rough incline rising in the uneven ground.		
60.86085, -115.77344	Terrain / Surface du sentier	Not Accessible / Inaccessible	Large roots, rocky areas, only accessible to walking and cycling patrons in main part of trail.		

Coord.	Note Type / Type de note	Accessibility Rating / Niveau d'accessibilité	Note	Photos	
60.82013, -115.77331	Parking / Stationnement	Accessible	Small parking place situated as an entrance to the trail. No Designated Accessible Parking.		
60.82007, -115.77308	Picnic Table / Table de pique-nique	Partially Accessible / Partiellement accessible	Picnic table situated in uneven tough ground.		
60.82013, -115.77293	Bench / Banc	Partially Accessible / Partiellement accessible	Bench seated on uneven ground		
60.81841, -115.77313	Bench / Banc	Partially Accessible / Partiellement accessible	Bench located atop the river bank, overlooking a scenic scape of the river.	 	
60.81824, -115.77309	Hazard	Partially Accessible / Partiellement accessible	Large rock protruding from the path.	 	
60.81719, -115.77321	Picnic Table / Table de pique-nique	Partially Accessible / Partiellement accessible	Table located on uneven grassy ground.		
60.81722, -115.77314	Information Area / Zone de renseignements	Accessible	Sign detailing, mammals around the area. Rough uneven ground.	 	






Coord.	Note Type / Type de note	Accessibility Rating / Niveau d'accessibilité	Note	Photos
60.82124, -115.77387	Terrain / Surface du sentier	Partially Accessible / Partiellement accessible	Partial incline, grassy uneven ground.	
60.82093, -115.77368	Terrain / Surface du sentier	Partially Accessible / Partiellement accessible	Rough incline in the trail, uneven ground.	
60.82088, -115.77351	Terrain / Surface du sentier	Partially Accessible / Partiellement accessible	Partial dip in the terrain, rough uneven ground.	 
60.81491, -115.77415	Terrain / Surface du sentier	Partially Accessible / Partiellement accessible	Moderate incline in rough ground.	 
60.81428, -115.77489	Information Area / Zone de renseignements	Accessible	Sign providing information on plants in the area.	
60.81347, -115.7759	Picnic Table / Table de pique-nique	Partially Accessible / Partiellement accessible	Picnic table seated in rough, rooty terrain.	
60.81342, -115.77601	Hazard	Partially Accessible / Partiellement accessible	Large rock protruding from the gravel path.	














Coord.	Note Type / Type de note	Accessibility Rating / Niveau d'accessibilité	Note	Photos	
60.83619, -115.77741	Terrain / Surface du sentier	Accessible	Paved surface, an incline before you cross the highway to the other side		
60.82841, -115.77742	Terrain / Surface du sentier	Accessible	Path returns to cement smooth surface.		
60.81303, -115.77674	Terrain / Surface du sentier	Partially Accessible / Partiellement accessible	Bumpy uneven stretch of the gravel path.		
60.86199, -115.77682	Terrain / Surface du sentier	Not Accessible / Inaccessible	Large roots, rocky areas, only accessible to walking and cycling patrons in main part of trail.		
60.83596, -115.7768	Picnic Table / Table de pique-nique	Accessible	Picnic table located at a lookout point, overlooking the river.		
60.83547, -115.77699	Bench / Banc	Accessible	Grassy uneven ground surrounds this lookout spot.		
60.83511, -115.77722	Hazard	Partially Accessible / Partiellement accessible	A crossover bridge, in between two short declines in elevation.		





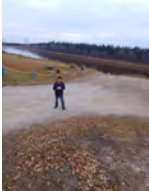
Coord.	Note Type / Type de note	Accessibility Rating / Niveau d'accessibilité	Note	Photos	
60.86226, -115.77717	Access Point / Point d'accès	Partially Accessible / Partiellement accessible	Trail head is located just off of the main highway. Gravel packed parking space, minimal.		
60.8619, -115.7771	Parking / Stationnement	Partially Accessible / Partiellement accessible	Gravel packed parking space, minimal		
60.86223, -115.77713	Information Area / Zone de renseignements	Partially Accessible / Partiellement accessible	Partially Accessible Information Area		
60.83612, -115.77746	Hazard	Partially Accessible / Partiellement accessible	Steep Incline		
60.83063, -115.77785	Terrain / Surface du sentier	Accessible	Path turns from paved to rock gravel path.		
60.82378, -115.77837	Terrain / Surface du sentier	Not Accessible / Inaccessible	Steep hillside part of the trail.		
60.82331, -115.77812	Terrain / Surface du sentier	Partially Accessible / Partiellement accessible	Steep inclines as path crosses over a hill.		

Coord.	Note Type / Type de note	Accessibility Rating / Niveau d'accessibilité	Note	Photos	
60.82325, -115.77784	Terrain / Surface du sentier	Partially Accessible / Partiellement accessible	Dugout parts of the road, construction detail marks the trail.		
60.83056, -115.7778	Hazard	Partially Accessible / Partiellement accessible	ATV obstacle partially blocks path.		
60.82404, -115.77834	Information Area / Zone de renseignements	Partially Accessible / Partiellement accessible	Information sign, providing species of fish in the Great Slave Lake. Uneven ground.		
60.81235, -115.77825	Picnic Table / Table de pique-nique	Partially Accessible / Partiellement accessible	Picnic table seated on uneven ground.		
60.81232, -115.7783	Information Area / Zone de renseignements	Partially Accessible / Partiellement accessible	Information sign detailing shrubbery around the area.		
60.82424, -115.77901	Terrain / Surface du sentier	Not Accessible / Inaccessible	Steep decline, gravel path, rough uneven ground.		
60.82413, -115.7786	Terrain / Surface du sentier	Not Accessible / Inaccessible	Steep incline in the dirt path.		

Coord.	Note Type / Type de note	Accessibility Rating / Niveau d'accessibilité	Note	Photos	
60.81208, -115.77901	Bench / Banc	Partially Accessible / Partiellement accessible	Bench on a river bank, uneven ground.		
60.81174, -115.77977	Terrain / Surface du sentier	Partially Accessible / Partiellement accessible	Partial incline, with roots sticking through the path.	 	
60.81181, -115.77971	Information Area / Zone de renseignements	Partially Accessible / Partiellement accessible	Information sign detailing birds in the area		
60.81106, -115.78185	Terrain / Surface du sentier	Partially Accessible / Partiellement accessible	Short incline in gravel path.		
60.81098, -115.7833	Terrain / Surface du sentier	Partially Accessible / Partiellement accessible	Steep hill in rocky path.	 	
60.81092, -115.78266	Information Area / Zone de renseignements	Partially Accessible / Partiellement accessible	Information sign detailing river conditions.	 	
60.81123, -115.78366	Terrain / Surface du sentier	Accessible	Switches over to a paved sidewalk.	 	

Coord.	Note Type / Type de note	Accessibility Rating / Niveau d'accessibilité	Note	Photos	
60.81112, -115.78361	Information Area / Zone de renseignements	Accessible	Information sign with a detailed map of the trail.		
60.81266, -115.78813	Terrain / Surface du sentier	Accessible	Shirt incline on paved surface.		
60.81265, -115.78845	Terrain / Surface du sentier	Accessible	Small incline in path, paved surface.		
60.80404, -115.79585	Terrain / Surface du sentier	Accessible	Partial gravel surface, returns to paved.		
60.80379, -115.79568	Park / Parc	Accessible	Park including playground and ball field.		
60.80399, -115.79571	Bench / Banc	Accessible	Bench seated on uneven ground.		
60.80281, -115.798	Terrain / Surface du sentier	Accessible	Small decline in path.		

Coord.	Note Type / Type de note	Accessibility Rating / Niveau d'accessibilité	Note	Photos	
60.80094, -115.80243	Terrain / Surface du sentier	Accessible	Gravel surface.		
60.79733, -115.80988	Terrain / Surface du sentier	Partially Accessible / Partiellement accessible	Uneven bumpy ground, muddy in some areas.		
60.7965, -115.81177	Terrain / Surface du sentier	Partially Accessible / Partiellement accessible	Divots and holes in path, uneven ground.		
60.79609, -115.81265	Terrain / Surface du sentier	Partially Accessible / Partiellement accessible	Muddy, boggy patch in the path.		
60.79585, -115.81318	Terrain / Surface du sentier	Partially Accessible / Partiellement accessible	Rough, bumpy and muddy patch in the path.		
60.7951, -115.81479	Terrain / Surface du sentier	Partially Accessible / Partiellement accessible	Small incline in gravel path.		
60.79468, -115.81569	Terrain / Surface du sentier	Accessible	Gravel path returns to paved surface.		

Coord.	Note Type / Type de note	Accessibility Rating / Niveau d'accessibilité	Note	Photos
60.79355, -115.81741	Picnic Table / Table de pique-nique	Partially Accessible / Partiellement accessible	Picnic tables seated throughout park.	
60.79355, -115.81764	Hazard	Partially Accessible / Partiellement accessible	Short decline in path to lower section of park.	
60.79379, -115.81786	Information Area / Zone de renseignements	Accessible	Trail head with information sign detailing trails of Hay River.	 
60.79392, -115.81756	Bench / Banc	Accessible	Benches planted on the river bank overlooking the river.	
60.79335, -115.81758	Park / Parc	Accessible	Picnic tables and fire pits mark a scenic area.	

Results of the AccessTCT program Résultats du programme AccèsSTC







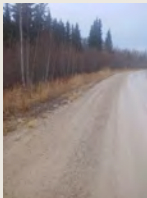


Trail / Sentier: K'atlodeeche First Nation Recreational Trail










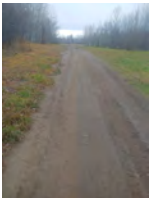



Mapper / Évaluateur: Bryson Asels



Distance / Longueur: 6,346 m

Date: 24/10/2021



Coord.	Note Type / Type de note	Accessibility Rating / Niveau d'accessibilité	Note	Photos
60.85442, -115.72082	Terrain / Surface du sentier	Not Accessible / Inaccessible	Completely overgrown and unkempt conditions, no visible evidence of trails.	
60.84746, -115.7261	Terrain / Surface du sentier	Not Accessible / Inaccessible	No evidence of there being a trail from this point to the last posted checkpoint.	 
60.83901, -115.74223	Terrain / Surface du sentier	Not Accessible / Inaccessible	Rough and grassy trail, roots in the path	 
60.8393, -115.74176	Closure / Fermeture	Not Accessible / Inaccessible	Path ends, inaccessible trail. Ground seems to have collapsed into the river.	 
60.83872, -115.74291	Terrain / Surface du sentier	Partially Accessible / Partiellement accessible	Taller grass would make traversing the trail a bit more strenuous.	 

Coord.	Note Type / Type de note	Accessibility Rating / Niveau d'accessibilité	Note	Photos	
60.83817, -115.74439	Terrain / Surface du sentier	Partially Accessible / Partiellement accessible	Bumpy stretch of the path.		
60.83829, -115.74401	Terrain / Surface du sentier	Partially Accessible / Partiellement accessible	Path narrows to a bumpy grassy trail.		
60.83783, -115.74537	Terrain / Surface du sentier	Partially Accessible / Partiellement accessible	Grassy decline on the trail.		
60.83708, -115.74763	Terrain / Surface du sentier	Partially Accessible / Partiellement accessible	Large divot in the path, easily manoeuvre around the hole.		
60.83681, -115.74998	Terrain / Surface du sentier	Partially Accessible / Partiellement accessible	Muddy and water logged portion of the trail.		
60.83674, -115.75087	Terrain / Surface du sentier	Accessible	Rough gravel path, leads to a small incline.		
60.83689, -115.75448	Point of Interest / Point d'intérêt	Accessible	Large gazebo for traditional gatherings.		

Coord.	Note Type / Type de note	Accessibility Rating / Niveau d'accessibilité	Note	Photos	
60.83687, -115.75516	Parking / Stationnement	Accessible	Large parking area, easily accessible to the trail.		
60.83654, -115.75581	Access Point / Point d'accès	Accessible	Accessible Access Point		



HAY RIVER RECREATION COMMITTEE MEETING September 28th 2021

Doug Wieterman Hall at HR Community Centre

Meeting Minutes

1. Call to Order (12:07pm)

- A. Present: Nikki Ashton, Paula Gour, Steve Campbell, Ray Levesque, Terry Row*
- B. Town representation: Cllr Dohey, Stephane Millette*
- C. regrets: Christy Schwartz*

2. Approval of Minutes

- A. Minutes from June 15th 2021*

- I. Mover: Paula Gour*
- II. Seconder: Nikki Ashton*
- III. Approved*

3. Announcements

4. Delegation

5. Old Business:

- A. Department of Recreation COVID19 Operational Update;*
 - i. Question and discussion regarding responsibilities of enforcement.*

6. New Business:

- A. Department of Recreation Report for July and August 2021*
 - i. Request that seasonal shutdown dates be reviewed for 2022 ice season.*
- B. Request for Letter of Support from the Hay River Ski Club*
 - i. Mover: Ray Levesque*
 - ii. Second: Paula Gour*
 - iii. Approved*
- C. Updated Town of Hay River 10 Year Capital – for information only*
- D. Review of 2021 Department of Recreation Governing Documents*
 - i. 2021 Recreation Policy*

1. Review stat holidays (Sept 30th for example)
 - ii. 2021 Recreation Rates and Fees
7. **Date of Next Meeting** (monthly on second Tuesday of month)
 - A. Regular meeting: October 19th (lunch hour);
8. **Adjournment** (1:06pm)



HAY RIVER RECREATION COMMITTEE MEETING FEBRUARY 18TH 2022

Doug Wieterman Hall at HR Community Centre

Meeting Minutes

1. Call to Order (12:13pm)

- A. Present: Ray Levesque, Nikki Ashton, Paula Gour, Steve Campbell*
- B. Town representation: Stephane Millette*
- C. Regrets: Terry Rowe, Keith Dohey*

2. NAMING OF COMMITTEE CHAIR

- A. Motion to name Steve Campbell as Chair of the 2022-24 Recreation Committee.*
 - I. Mover: Ray Levesque*
 - II. Seconder: Nikki Ashton*
 - III. Approved*

3. Adoption of Agenda

- I. Mover: Nikki Ashton*
- II. Seconder: Paula Gour*
- III. Approved*

4. Approval of Minutes

- A. Minutes from September 28th 2021 Regular Meeting*
 - I. Mover: Nikki Ashton*
 - II. Seconder: Ray Levesque*
 - III. Approved*

5. Announcements

6. Delegation

7. Old Business:

- A. Recreation Committee Terms of Reference*

8. New Business:

- A. THR Flower Supply tender awarded – *for information*
- B. THR Community Enhancements and Beautification Initiatives 2022 – *for information*
- C. Bob McMeekin Park Site Plan V2
Motion to approve and direct administration to proceed with Site Plan V2 of Bob McMeekin Chamber enhancements project.
 - I. Mover: Ray Levesque*
 - II. Seconder: Paula Gour*
 - III. Approved*
- D. Department of Recreation Monthly Reports – *for information*

9. Other Business

10. Date of Next Meeting (monthly on third Thursday of month)

- A. Regular meeting: March 17th (lunch hour);

11. Adjournment



REPORT TO COUNCIL

DEPARTMENT: PUBLIC WORKS

DATE: March 21, 2022

SUBJECT: SUB-DIVISION AND RESURVEY OF 34 Lakeshore Drive, Lot 1770, Plan 2745, Hay River

RECOMMENDATION:

THAT THE COUNCIL OF THE TOWN OF HAY RIVER approves the Sub-division and Resurvey of Lot 1770, Plan 2745, subject to the following conditions:

- a) That all requirements of the Zoning and Building Bylaw 1812 are met.
- b) That the Landowners will be responsible for all costs related to the sub-division and registration.

BACKGROUND:

The Town has received an application from Liam Dean (Owner) requesting authorization to sub-divide Lot 1770, Plan 2745 from 1 large R1A Single Family Residential Lot to 2 R1A Single Family Residential Lots. All minimum requirements as per the Zoning and Building Bylaw 1812 will be met.

Included in this package is the Application and preliminary plan of survey from Liam Dean and the Planners Report from Lesley Cabott, Lead Planner for Stantec Architecture Ltd.

The proposal will be submitted to MACA for approval and a new plan of survey submitted to the Town to ensure compliance. The landowners are responsible for all costs involved with the sub-division and registration.

COUNCIL POLICY / STRATEGY OR GOAL:

N/A

APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

Planning Act R.S.N.W.T. 1988, c.P-7
Zoning & Building Bylaw No. 1812

FINANCIAL IMPLICATIONS:

N/A

ALTERNATIVES TO RECOMMENDATIONS:

N/A

ATTACHMENTS:



REPORT TO COUNCIL

DEPARTMENT: PUBLIC WORKS

DATE: March 21, 2022

SUBJECT: SUB-DIVISION AND RESURVEY OF 34 Lakeshore Drive, Lot 1770, Plan 2745, Hay River

- 1) Development Permit Application from Liam Dean for Sub-Division of Lot 1770, Plan 2745.
 - 2) Sketch from Liam Dean showing legal Lot sizes, existing items on property and all required measurements for Lot 1770, Plan 2745.
 - 3) Assumption of Cost Agreement signed by Liam Dean.
 - 4) Planner's Report 144902487, on Proposed Subdivision of Lot 1770, Plan 2745 – Lesley Cabot, Stantec Architecture Ltd.
-

Prepared by:

Randy Froese
Development Officer

Date: March 17, 2022,

Reviewed by:

Earl Dumas
Acting Director of Public Works & Engineering

Date: _March 17, 2022_



100 - 62 Woodland Drive
Hay River, NT X0E 1G1
Phone: 867-874-6522
Fax: 867-874-3237

ASSUMPTION OF COSTS AGREEMENT

I/We, LIAM DEAN, having made an application to amend Zoning and Building By-law No 1812, Schedule 2, do hereby agree to pay for all costs incurred by the Town of Hay River in processing the proposed amendment, of lot 1770, block -, plan 2745, whether it be enacted or not, including, but not limited to, all mapping, printing, reproduction, surveys, planning consultants reports and advertising costs.

In addition, it is agreed that should these costs not be paid in full within ninety (90) days of the invoice date, these costs will be entered as a tax against the property roll # 0163910.

Dated this 9 day of November, 2021

Liam DEAN

[Signature]

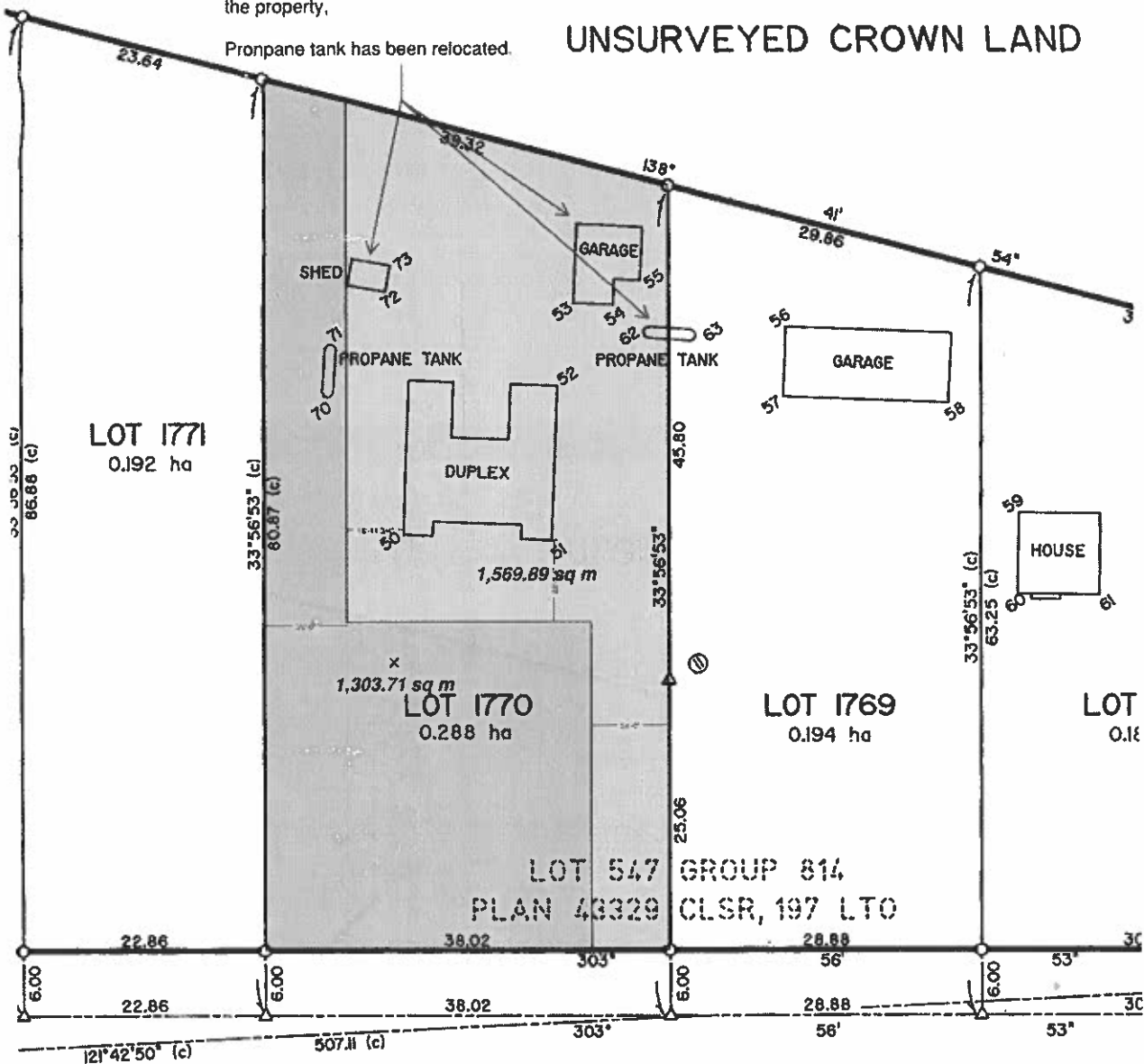
Signed in the presence of

[Signature]
Witness

Notes: Shed and garage are no longer on the property.

Propane tank has been relocated.

UNSURVEYED CROWN LAND



FEATURE TIES

FROM	TO	BEARING	DIST
11	50	332°25'44"	28.28
11	51	353°17'58"	17.10
11	52	12°45'04"	29.29
11	53	19°30'19"	36.05
11	54	25°20'46"	35.15
11	55	29°47'51"	37.09
11	56	52°08'32"	34.44
11	57	55°47'11"	28.27
11	58	79°05'33"	36.41
11	59	98°25'06"	35.86
11	60	110°06'59"	33.24
11	61	112°46'58"	40.64
11	62	29°41'30"	32.37
11	63	38°27'36"	32.03
11	70	343°19'10"	41.41
11	71	348°29'02"	44.42
11	72	357°35'40"	44.70
11	73	359°45'54"	46.45
5	64	189°07'12"	18.81

OHWM TIES

FROM	TO	BEARING	DIST
5	201	110°36'37"	78.1
5	202	98°41'03"	69.7
5	203	82°16'50"	64.9
5	204	67°00'10"	67.0
5	205	45°09'52"	62.2
5	206	34°19'15"	63.6
5	207	14°05'09"	64.7
5	208	359°46'05"	68.5
5	209	348°26'29"	72.2
5	210	338°09'59"	88.6
5	211	329°29'57"	132.5
5	212	329°33'03"	149.4
5	213	327°29'01"	167.2
2	214	34°13'02"	19.9
2	215	339°01'47"	32.8
2	216	327°49'06"	43.5
2	217	315°21'24"	65.1
2	218	310°30'00"	93.1



Town of Hay River
Zoning and Building Bylaw No. 1812
APPLICATION FOR A DEVELOPMENT PERMIT

D21-080

R#214536

FORM A

I hereby make application under the provisions of the Land Use Bylaw for a Development Permit in accordance with the plans and supporting information submitted herewith and which form part of this application.

Applicant: LIAM DEAN Ph. Res. 875-8912 Bus: _____

Address: 34 LAKESHORE DRIVE

Registered Owner: LIAM/ERIN DEAN Ph. Res. 875-8912 Bus: _____

Address: SAME

Legal Description of Property to be developed: LOT ~~1770~~ 1770, PLAN 2745

Proposed Use of Site: (use reverse side if necessary) I'm applying to subdivide the existing property into 2 properties. MAINTAINING current zoning on both (RIA)

Existing Use of Site: RESIDENTIAL

Adjacent to Highway Yes _____ No ☒

Area Required for Proposed Use: LOT 1 - Approx 1570 m², LOT 2 - Approx 1304 m²

Estimated Cost of Development: \$4,000 (surveyor fees)

Proposed Setback from Property Lines: Front Yard See sketch for detail. All zoning requirements will be met or exceeded. Side Yard _____ Rear Yard _____

Estimated Date of Commencement: Nov 1 2021

Estimated Date of Completion: Nov 30 2021

Date of Application: Oct 21, 2021 / Paid Oct 25, 2021

Application Fee: \$25

NOTE: THE DEVELOPMENT PERMIT APPLICATION WILL NOT BE ACCEPTED UNLESS IT CONFORMS TO THE REQUIREMENTS OF THE ZONING AND BUILDING BYLAW AND THE APPROPRIATE FEE IS SUBMITTED WITH THE APPLICATION.

Signature of Applicant or Agent: Liam Dean

Please Print Signature: LIAM DEAN

To: Randy Froese
Town of Hay River

From: Lesley Cabott
Stantec

Project/File: 144902487

Date: December 6, 2021

Reference: Planning Report for the Proposed Subdivision of Lot 1770, Plan 2745, 34 Lakeshore Drive, Hay River, NT.

THE APPLICATION

The Town of Hay River has received an application from Liam Dean to subdivide their property, Lot 1770, Plan 2745 located at 34 Lakeshore Drive.

BACKGROUND AND SITE CONTEXT

The parcel of interest is located in a group of 14 R1A lots on the northeast corner of Vale Island. The lots front onto the north side of Lakeshore Drive and abut Crown land and Great Slave Lake in the rear yard. The regulations of this land use zone are such that a minimum size of dwelling is required in a setting which allows for and protects larger homes. The lot area for the R1A zone is 557 m². One single family housing unit per lot is permitted. There is currently a duplex located on the north end of Lot 1770, which puts it in non-conformance with the R1A zone.

The applicant would like to subdivide this parcel into two lots along its east-west axis. Both lots would gain a "panhandle" under the proposed subdivision plan. After subdivision, both lots would meet minimum lot size requirements for R1A zoning. The existing duplex would remain a non-conforming use.

APPLICABLE LEGISLATION

Community Plan Bylaw 1811/18 Supports infill development and residential use in the area.

2.1. Development Goals

2. To support residential growth and development opportunities in existing urban areas to make good use of existing infrastructure, reduce development costs and promote the preservation of natural areas and environmental resources.

2.2 Development Objectives

*d. infill development
h. predictable development*

Reference: Planning Report for the Subdivision of Lot 1770, Plan 2745, 34 Lakeshore Drive, Hay River, NT.

3.7 Growth Management Policies

1. The Town will aim to accommodate future growth, to the greatest extent possible, in the existing urban area by identifying and supporting opportunities for infill, redevelopment and adaptive reuse.

4.5 Land Use Compatibility

1. The Town shall protect existing land uses by ensuring that new development, redevelopment, and/or infill development does not significantly compromise the existing quality and character of the neighbourhood.

4.7 Access and Utilities

3. Development permits shall not be issued, where in the opinion of the Development Officer or Council satisfactory arrangements have not been made with the Town as to the supply to the required subdivision of any or all of the following services: water, electricity, sanitary sewer, street access, or other services or facilities, including the payment of costs of installing any such service or facility.

5.1 Vale Island – Old Town and West Channel Village

2. The Town will support the infill of existing subdivided residential properties as outlined in Section 7.7 and Appendix B of the Background Report, subject to Community Plan and Zoning Bylaw amendments where needed.

The area in question is identified for residential use in the OCP in Figure 3 – Land Use Concept: Vale Island.

Zoning and Building Bylaw 1812

4.14 Flood Risk Regulations

4.15 Requirements for Construction in Floodway Fringe Areas

6.0 Regulations by Land Use Zone

6.1 R1A Single Family Residential (Class A) – see Appendix A.

NWT Community Planning and Development Act

44 (3) A proposed subdivision in a municipality with a community plan must conform with the community plan and, if applicable, the area development plan.

DISCUSSION

Zoning and Community Plan

The subdivision of this lot is supported through several sections of the community plan. It is in line with the development goals and objectives stated in the community plan. This subdivision enables infill residential

Reference: Planning Report for the Subdivision of Lot 1770, Plan 2745, 34 Lakeshore Drive, Hay River, NT.

development in an area that is identified for that use. Allowing predictable infill development in this area reduces the pressure for new lots and the need for greenfield development in other areas. This is in line with the Town of Hay River's smart growth goals. The proposed new lots would have to conform to R1A zoning regulations and therefore should not negatively affect the character of the neighborhood. Given that the two adjacent lots to the west are vacant, and Lakeshore Drive is only developed along one side, the risk that densification will change the character of the neighborhood is low. It should however be noted that there is currently a duplex on the property, which is not a conforming use in the R1A zone.

Infrastructure Impacts

The R1A zone permits one single family unit per lot, which would likely add 1-3 vehicles. Impacts on transportation infrastructure and traffic volume are expected to be negligible.

There is a water main that services Lakeshore Drive and the proposed new lot may be eligible for connection to piped water. Adding another customer may be beneficial considering the cost of maintaining a water main along Lakeshore Drive, which is a single-loaded street. These lots are likely trucked sewer and will need to meet all associated environmental health regulations.

Panhandle Lots

Strictly speaking, panhandle a.k.a. flag lots, are not considered to be good planning practice and are generally avoided or discouraged. These lots can complicate things when it comes to right-of-way connectivity, setbacks, and further urbanization of an area. Adding irregular lots in a piecemeal manner makes it more difficult to redevelop an older neighborhood in the future. However, panhandle lots are an effective way to infill an area with large lots as it urbanizes. Subdividing with a panhandle can be a quick, easy, and inexpensive way to add density. In this context, both lots are large enough to accommodate the panhandle while maintaining the considerable setbacks required by R1A zoning.

Flood Risk

Relying on hundred-year flood patterns may no longer be appropriate when making land use decisions. Though the lot in question is outside of the current predicted inundation zone, it is important to recognize that these inundation maps may no longer be accurate. Inundation areas, design flood, and design flood levels may need to be re-evaluated. This should be considered when making land use decisions and permitting developments in this area. Though this parcel is not in the inundation zone according to current Town of Hay River flood mapping, this may no longer be accurate.

RECOMMENDATIONS

1. Support the subdivision of Lot 1770 Plan 2745 located at 34 Lakeshore Drive.
2. Suggest having the applicant provide an updated sketch that shows what structures are currently on the site and where they are.
3. Suggest having the applicant clarify the reason for the panhandle on the southern lot; Assumedly it is to provide water access from this lot?
4. Consider a review of the Town of Hay River's design flood level before approving new development in this area.

Reference: Planning Report for the Subdivision of Lot 1770, Plan 2745, 34 Lakeshore Drive, Hay River, NT.

Thank you for the opportunity to provide this review for the Town of Hay River. Please reply with any comments or questions.

Stantec Architecture Ltd.



Lesley Cabott RPP MCIP MA ICD D
Principal
Planning Lead Northern Canada
Mobile: 867 335 2515
Lesley.cabott@stantec.com

Attachment: [Attachment]



REPORT TO COUNCIL

DEPARTMENT: Office of the SAO

DATE: March 21, 2022

SUBJECT: Bylaw 2240 - Management and Excluded Personnel Employment Bylaw - Amendment

RECOMMENDATION:

THAT THE COUNCIL OF THE TOWN OF HAY RIVER accepts the report on the amendment to Bylaw 2240 – Management and Excluded Personnel Employment Bylaw

BACKGROUND:

On January 31, 2022 the Town of Hay River's Policy and Bylaw Committee met to discuss changes to the Management and Excluded Personnel Employment Bylaw. The Committee was in support of changes outlined in the following report and direction was given for the Finance Committee to review given the impact to budget. The Finance Committee met on March 14, 2022 and were made aware of the proposed changes and potential impact to budget.

Bylaw 2240 was passed by Council of the Town of Hay River in 2021. Key changes to the bylaw included an extension of compensation tables to 2024 to include economic increases equivalent to those in the Union's new Collective Agreement, small changes to benefits such as Parental Leave and Domestic Violence Leave (mandated), favourable Town language on employee terminations, and removal of SAO from compensation structure.

The updates to the bylaw in 2021 did not include changes to management and excluded employees base Rates of Pay and Group and Step structures.

In general, Town compensation of its Director level employees is at a lower percentile of market. Market is best defined through comparison to the GNWT (including NTPC, MTS) who are the major employer of comparable professional knowledge workers and essentially the only local labour market pool for recruitment of Director level positions. Equivalent compensation at mid-level GNWT management type positions (Director, Managers) are estimated to be 15-20% higher than top tiers of Town management compensation. This is outside of pension benefit variances where GNWT offers ~12% employer matched defined benefit while Town offers 6.6% matched RSP program. Market compensation variances are intensified for designation-based positions (ie. Engineers (P. Eng) and Accountants (CPA)).

Market compensation variances have made it difficult to attract and retain management positions at the Town for many years. This has been especially true for the Director of Public Works and Engineering position. Over the past 13 years, the Town has employed an indeterminate Director for a total of 8 years using 5 employees who averaged 1.5 years of service. A lack of sustained senior expertise and leadership in this essential position over the years is contributing to poor asset maintenance (ie. Water / sewer plant and distribution), delayed asset replacement (ie. Roads, Landfill, Buildings), and stalled development (ie. Delayed land developments).



REPORT TO COUNCIL

DEPARTMENT: Office of the SAO

DATE: March 21, 2022

SUBJECT: Bylaw 2240 - Management and Excluded Personnel Employment Bylaw - Amendment

Recent recruitment activities for the Director of Public Works and Engineering occurring over the last 5 months has only produced one suitable candidate and very few applicants. The one suitable candidate cited a compensation issue in rejecting an offer of employment from the Town.

While the Town has had some recent success in recruiting its Director positions, hires have in several cases accepted compensation reductions. Recruitment has emphasized community contribution, lifestyle change, and promotional benefits. Much work has gone into selling these arrangements through peer networking.

Recruitment challenges spread beyond the office of the Town of Hay River. The local schools, health centre, NTPC, construction, and the private sector are all reporting difficulties in attracting employees. This trend seems apparent throughout parts of Canada as labour market shortages are becoming more prominent.

Current inflationary pressures throughout the NWT and Canada will compound Town compensation issues. Inflation rates for Canada are at 30 year highs with 4.8% CPI increase in December 2021. Local housing markets provide another challenge to recruitment with low vacancies and rising rates.

In order to reduce Council's installed human capital risks at a time where significant capital replacement and development is planned, the following changes to the Management and Excluded Employees bylaw are recommended:

1. Addition of Group 9 Compensation Band (not budgeted) – addition of a new salary group that will be used for the Director of Public Works and Engineering. Salary would range through a 7 step scale ~\$129,000 to ~\$179,000 (2022). Annual budget impact would equate to approximately \$15,000 / year increase (compared to current Group 8 compensation).
2. Addition of Northern Living Allowance (budgeted and approved) – Currently union employees receive a \$500/month living allowance. This would apply to the 6 management and excluded employees. This change was presented to the Finance Committee in 2021 and included in 2022 budget (\$36,000).

The recommendations would not apply to the SAO position whose compensation is negotiated through contract.

COUNCIL POLICY / STRATEGY OR GOAL:



REPORT TO COUNCIL

DEPARTMENT: Office of the SAO

DATE: March 21, 2022

SUBJECT: Bylaw 2240 - Management and Excluded Personnel Employment Bylaw - Amendment

N/A

APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

CTV Act
Management and Excluded Employees Bylaw

FINANCIAL IMPLICATIONS:

Budget increase of \$15,000 / year. 2022 funded through employee vacancies.

ALTERNATIVES TO RECOMMENDATIONS:

- No addition of Group 9 for Director of Public Works and Engineering
- Other compensation changes

ATTACHMENTS:

DRAFT - Management Bylaw 2240 Amendment

Prepared by:
Glenn Smith
SAO
March 17, 2022

The Town of Hay River
Northwest Territories



Bylaw No. 2240 A-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.
-

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

- (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:

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

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:
-

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

- 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

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

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 fetus, 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.

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

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:

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

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

24.32 – 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.

24.43 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.

24.53 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.

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

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/~~GEN17~~ 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 day of , 2021

Mayor

READ A SECOND TIME this day of , 2021.

Mayor

READ A THIRD AND FINAL TIME this day of , 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 day of , 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
IN THE NORTHWEST TERRITORIES

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
<u>9 (Mgmt)</u>	<u>129,600.00</u>	<u>137,833.30</u>	<u>146,066.70</u>	<u>154,300.00</u>	<u>162,533.30</u>	<u>170,766.70</u>	<u>179,000.00</u>
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

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

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
<u>9 (Mgmt)</u>	<u>132,192.00</u>	<u>140,590.00</u>	<u>148,988.00</u>	<u>157,386.00</u>	<u>165,784.00</u>	<u>174,182.00</u>	<u>182,580.00</u>
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
<u>9 (Mgmt)</u>	<u>134,835.84</u>	<u>143,401.08</u>	<u>151,967.76</u>	<u>160,533.72</u>	<u>169,099.68</u>	<u>177,665.64</u>	<u>186,231.60</u>
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

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



REPORT TO COUNCIL

DEPARTMENT: ADMINISTRATION

DATE: March 21, 2022

SUBJECT: EXCUSED ABSENCE

RECOMMENDATION:

THAT THE COUNCIL OF THE TOWN OF HAY RIVER excuses Councillor Willows and Councillor Chambers from the Regular Meeting of Council, Monday, March 21st, 2022

BACKGROUND:

Councillor Willows and Councillor Chambers has asked to be excused from the Regular Meeting of Council, Monday, March 21st, 2022.

COUNCIL POLICY / STRATEGY OR GOAL:

N/A

APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

N/A

FINANCIAL IMPLICATIONS:

N/A

ALTERNATIVES TO RECOMMENDATIONS:

N/A

ATTACHMENTS:

N/A

Prepared by:
Glenn Smith
SAO
Date: March 21, 2022

Reviewed by:



Bylaw No. 2440

7 a) Old Town Fire Hall Disposal Bylaw

BYLAW NO. 2440
MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER

A BYLAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER IN THE NORTHWEST TERRITORIES, TO PROVIDE FOR THE SALE OF LAND.

WHEREAS pursuant to the Cities, Towns and Villages S.N.W.T., 2003, c.22, in force April 1, 2004, Section 54 (2) which states:

54. (2) A municipal corporation may only dispose of its real property if
- (a) Council has made a land administration bylaw and disposition is made in accordance with the land administration bylaw; or
 - (b) The disposition is specifically authorized or approved by a bylaw.

NOW THEREFORE BE IT RESOLVED THAT, the Council of the Town of Hay River in the Northwest Territories in regular meeting of Council duly assembled enacts as follows:

1. THAT the Municipal Corporation of the Town of Hay River is hereby authorized to dispose of a freehold interest in the following parcel of land:

Lot 1
Block M
PLAN 123
HAY RIVER

in the Northwest Territories, according to a plan of survey filed in the Land Titles Office for the Northwest Territories.

2. That the lot be sold and conveyed to HANS WIEDEMANN, of the Town of Hay River in the Northwest Territories, for the sum of Two hundred Ten thousand dollars and No cents (\$210,000.00).
3. That the Mayor or Deputy Mayor and the Senior Administrative Officer of the said Town of Hay River are hereby authorized to execute the transfer of land conveying the said lot to the said purchaser.
4. This bylaw will take force and effect upon its final reading.

THIS BY-LAW READ a First Time this day of , 2022 A.D.

Mayor

BYLAW NO. 2440
MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER

THIS BY-LAW READ a Second Time this day of , 2022 A.D.

Mayor

THIS BY-LAW READ a Third and Final Time this day of , 2022 A.D.

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, and the bylaws of the Municipal Corporation of the Town of Hay River this day of , 2022.

Senior Administrative Officer



Bylaw No. 2432

7b) Solid Waste Bylaw

A BYLAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER IN
THE NORTHWEST TERRITORIES, TO PROVIDE FOR THE ACQUISITION OF LAND.

BEING A BYLAW respecting the collection of garbage, refuse and ashes.

PURSUANT to the Municipal Ordinance, being Chapter 73 of the revised Ordinance of the Northwest Territories, 1956, as amended.

THE COUNCIL of the Corporation of the Town of Hay River in the Northwest Territories, in regular meeting duly assembled enacts as follows:

SHORT TITLE

1. This Bylaw may be cited as the "Solid Waste Management Bylaw"

INTERRETATION

2.

"APARTMENT HOUSE"

means any residential building which is either occupied or intended to be occupied by more than four families living independently of one another upon the same premises;

"ASHES"

means the residue and cinders from any substances used for fuel but does not include such residue as may accumulate as a result of building operations;

"BIOMEDICAL WASTE"

means waste that is generated by human, or animal health care facilities, medical research and medical establishments, health care teaching establishments, clinical testing or research laboratories, and facilities involved in the production of testing vaccines;

"COLLECTIBLE REFUSE"

means all putrescible and non-putrescible solid wastes including broken dishes, tins, glass, rags, cast-off clothing, wastepaper, excelsior, cardboard, food containers, yard and garden waste, and all discarded materials disposed of as waste in the normal daily operation of a dwelling, office, shop, school or business but does not

include night soil, tree stumps, roots, turf, construction waste, tires, grease, soil, scrap metal, car bodies, derelict boats, derelict motor toboggans, and any other non-working or scrap machinery or any other such waste matter as may accumulate as a result of demolition or construction operations;

“COMMERCIAL PREMISES”

means any building used as any type of industrial or commercial establishment including warehouses, factories, stores, cafes, wholesale, or retail business places, office blocks, hospitals, hotels, and motels, and any other establishment which is designated by Town Council as constituting a commercial premise;

“CONSTRUCTION SITE”

means the location where building erection, renovation, demolition or work is being performed and/or a location where surface or subsurface pipe work or mechanical work is being performed on any landscape or building where changes are being undertaken by anyone or a location where excavations are being performed;

“CONSTRUCTION WASTE”

means any form of waste materials such as, but not limited to, wood product, concrete, steel, iron, miscellaneous metals, gypsum product, clay product, plastics and insulation which is generated at a Construction Site;

“COUNCIL”

means the municipal council of the Town of Hay River;

“DANGEROUS GOODS”

has the same meaning as in the *Dangerous Goods Transportation and Handling Act*, RSA 2000, c. D-4, as amended;

“DWELLING”

means

- a) A single-family dwelling,
- b) In relation to a duplex, triplex, or fourplex, each self-contained residential suite, or
- c) A secondary suite;

“GARBAGE”

means all putrescent material including condemned meats, fish, fruits, and vegetables resulting from the handling, preparation, cooking, and consumption of food;

“GARBAGE CONTAINER”

means an impervious container of a type approved by the Works Director and having the following features:

- a) a close-fitting cover capable of keeping out insects and animals.
- b) handles for lifting when full.
- c) a capacity not exceeding 30 gallons when full.
- d) having a gross weight of not more than 35 kg when full;

“HAZARDOUS WASTE”

means any gaseous, liquid or solid waste that, because of its inherent nature and quality, requires special collection and/or disposal techniques to avoid creating health or environmental hazards, nuisances or environmental pollution, and includes, but is not limited to:

- (a) paint
- (b) oil
- (c) gypsum
- (d) toxic waste
- (e) poisonous waste
- (f) corrosive waste
- (g) ignitable waste
- (h) explosive waste
- (i) other hazardous waste as defined by the Hazardous Waste Guidelines of the Environmental Protection Act.

“OFFICER”

means a person who is appointed in accordance with the Cities, Towns &

Villages Act as a Bylaw Officer to enforce Bylaws of the Town of Hay River and any Peace Officer who is entitled by law to enforce by-laws of the Town of Hay River.

“PALLET TYPE CONTAINER”

means a metal pallet type loading container with a capacity of at least 3 cubic yards standardized to the equipment of persons contracting with the Town to collect garbage.

“PERSON”

means any person, firm, partnership, association, corporation, company, or organization of any kind.

“PATHOLOGICAL WASTE”

means:

- a) any part of the human body, including tissues and bodily fluid, that are not infectious,
- b) any part of the carcass of an animal infected with a communicable disease or suspected by a veterinary practitioner to be infected with a communicable disease,
- c) non-anatomical waste infected with a communicable disease.

“RESPONSIBLE PERSON”

means:

- a) where premises are occupied by the owner, the owner;
- b) where premises are leased, the lessee;
- c) where premises are occupied by license or otherwise, the occupant;
- d) in any other case, the person in charge of the premises.

“TOWN”

means the municipal corporation of the Town of Hay River.

“STREET”

means any public roadway used by waste collection vehicles to gain access to the boundary of a private property from which garbage or refuse is being collected.

“WASTE MATERIAL”

means all the refuse, which is not collectible refuse and includes night soil, tree stumps, roots, turf, earth, rocks, iron, concrete, tires, grease, soil, scrap metal, car bodies, derelict machinery, truck bodies, derelict boats, derelict motor toboggans, any other non-working or scrap machinery, such waste matter as may accumulate as a result of demolition or construction operations, and such other material as is designated by the Works Director to be non-collectible.

“WORKS DIRECTOR”

means the Director of Public Works of the Town of Hay River, Northwest Territories, or his authorized representative.

“YARD AND GARDEN WASTE”

means vegetation removed from gardens, lawns, shrubs, and trees and includes prunings from shrubs and trees.

3. Collection General

- a) Garbage, Collectible Refuse, and Ashes from Residential Dwellings and Apartment Houses shall be picked up by forces provided by the Town on regularly scheduled basis as set out by the Works Director.
- b) Garbage, Collectible Refuse, and Ashes from industrial, commercial, and institutional (ICI) premises shall be picked up by forces provided by the Town on a regularly scheduled basis as set out by the Works Director.
- c) No Garbage, Collectible Refuse and/or Ashes from an Apartment House exceeding the volume of waste equivalent to that of a single resident times the number of suites shall be collected by forces provided by the Town. Any amount of Garbage, Collectible Refuse, or Ashes in excess of this volume will be the direct responsibility of the owner of the Apartment House as to collection, removal and disposal.
- d) The permitted number of garbage containers for each premise shall be:

1. Residential units - a maximum of two Garbage Containers
2. Apartment houses – a Pallet Type Container
3. ICI premises – a maximum of six Garbage Containers or one Pallet Type Container, any volume in excess of this capacity shall be removed by, or contracted for removal by, the Responsible Person.

The Garbage Containers shall be provided in each case by the Responsible Person. In the case of any Apartment Building it is the responsibility of the owner of the building to provide the pallet type container. In the case of an ICI property, it is the responsibility of the owner of the property to provide the Garbage Containers, or, if required, the Pallet Type Container.

4. Collectible Contracts

- a) The Town may enter into a contract or contracts with any person for the collection, removal, and disposal of the whole or part of the Garbage, Collectible Refuse and Ashes accumulated within the Town.
- b) Collection of residential waste shall be on a regularly scheduled basis on a day(s) determined by the Works Director in consultation with the collector. Holidays may be excluded from the scheduled collection days.
- c) Subject to section 5 (a), a person who operates a private collection service must:
 - I. Comply with requirements of this Bylaw;
 - II. Obtain any permit or license required by this Bylaw, any other Town of Hay River Bylaw or any Territorial statute and regulations;
 - III. Refuse to collect refuse or Garbage from premises whose responsible person does not comply with the requirements of this Bylaw; and
 - IV. Provide all services as offered by the Town with respect to collection services to maximize diversion from the landfill.

5. Collection of Garbage

- a) Collection of Garbage, Collectible Refuse, and Ashes shall be made on such days and at such times as the Works Director shall from time to time direct.

6. Collection Procedure

- a) No person shall put out or permit to be put out any Garbage, Collectible Refuse, or Ashes for collection unless such is contained in Garbage Containers as defined in Section 2 herein, which are in the opinion of the Works Director in good condition except as otherwise provided in this Bylaw.
- b) Any person using a Garbage Container shall ensure that its cover is kept firmly in place upon the container.
- c) All wet waste shall be wrapped securely in paper or placed in plastic bags prior to being placed in Garbage Containers for collection.
- d) The following material may be placed for collection even if not in garbage containers, but only if occasionally deposited in the opinion of the Works Director, on garbage collection day at the normal collection point as follows:
 - I. Christmas trees, shrubs or bushes if tied in bundles not exceeding four (4') feet in length or twelve (12") inches diameter;
 - II. Clippings or weeds if tied in boxes or bags;
 - III. Cardboard that is sturdy enough to handle; and
 - IV. Boxes of waste which are sturdy enough to handle.

7. Location of Garbage Containers and Pallet Type Containers

- a) On other than garbage collection days, no person shall keep a Garbage Container at other than the following places:
 - I. in the building of which he is the Responsible Person;
 - II. at an unobtrusive location on the premises of which he is the Responsible Person.
- b) On garbage collection days the Garbage Container must be placed by the street/road at the front property line near the lane or roadway running through the property or adjacent to it and not on a sidewalk, or at such a place as is designated by the Works Director to be the pickup location by 8:00 o'clock on the morning of the day of collection, and are to be removed and returned to their authorized locations by 8:00 o'clock on the morning of the next day following. Any garbage collection not so placed will not be collected.

- c) Where any eligible Dwelling is not served by a roadway, the Garbage Container shall be placed for collection at a location as close as possible to the travelled portion of an adjacent roadway but not on a sidewalk in such location as to interfere with pedestrian or vehicular traffic.
- d) The Responsible Person of any Dwelling shall maintain the Garbage Container in a clean and sanitary condition at all times and shall not allow their Garbage Container to fall into disrepair or become noxious, offensive or dangerous to public health.
- e) Pallet Type Containers must be kept in a location that is readily accessible to the collection vehicle on collection days. Any Pallet Type Container that is inaccessible to the collection vehicle will not be collected.

8. Lanes

- a) No person shall cause or permit the lane in the rear of the premises for which he is responsible and including the storage location on the property to be maintained in a dirty, untidy, or disorderly condition. Garbage, Collectible Refuse, and Ashes shall not be allowed to accumulate on any property within the Town.

9. Prohibitions

- a) No person shall burn or permit the burning of any Garbage or other thing in a container kept for garbage disposal.
- b) No person shall directly dispose of or permit any person to dispose of any hot ashes or burning matter in any cart, commercial container, or landfill site.
- c) No person shall deposit or permit to be deposited at any time Ashes, Garbage, Collectible Refuse, or other Waste Materials of any kind whatsoever on or near any street or any public property.
- d) No person shall deposit or permit to be deposited any highly combustible or explosive waste or toxic material, including, without restricting the generality of the foregoing, such materials as fuels or lubricants, gunpowder or bullets,

dynamite, blasting caps, hot ashes, ignitable waste, toxic materials, or radioactive materials.

- e) No person shall dispose of or permit to be disposed of any Garbage, Collectible Refuse, Ashes, or other Waste Materials at any place within the Town other than the Town Solid Waste Facility or other place as designated by the Works Director and other than during such times as the Works Director directs.
- f) No person shall haul any Garbage, Collectible Refuse, Ashes or other Waste Materials in an open truck without placing a cargo net, tarpaulin or other restraint over the box of the truck to ensure that none of the Garbage, Collectible Refuse, Ashes, or other Waste Materials falls out.
- g) No person shall place or mix with any waste placed for collection by the Town any dangerous goods, hazardous waste, or pathological waste. Any person, proprietorship, corporation, or like enterprise breaching any part of this section including but not limited to spills, leaks, or dumping upon Town right-of-ways, shall be responsible for all costs incurred in eliminating any pollution or contamination of the sites involved in the Town and shall make payment of the same to the Town on demand, and such restitution will not exempt the person or organization from being prosecuted for a contravention of this or any other applicable bylaw or government statute.
- h) No person shall deposit or permit to be deposited of any luminescent gas filled light tubes unless such lights are pre-broken or encased in a container of sufficient size and strength to protect such tubes from breakage and thereby allowing safe handling.

10. Right of Entry

All authorized collectors of Garbage, Collectible Refuse and Ashes may enter yards and premises of any person at all reasonable times for the purpose of carrying out their duties.

11. Enforcement

- a) If any person is in breach of or violates any of the provisions of this Bylaw, the Town may refuse to collect any Garbage, Collectible Refuse, or Ashes

at such premises and the responsible person for the premises will be directly responsible for the collection, removal, and disposal thereof.

- b) Where an Officer believes that a person has contravened any section of this Bylaw, the Officer may serve upon such a person a voluntary payment tag in a form designated by the Town allowing payment of the penalty and such payment shall be accepted by the Town in lieu of prosecution for the offence.
- c) If the person upon whom a voluntary payment tag is served fails to pay the required sum within the time specified in the voluntary payment tag, the provisions of this section regarding acceptance of payment in lieu of prosecution do not apply.

12. Penalties

- a) Any person may pay to the Town of Hay River in lieu of prosecution for any breach of this Bylaw a fixed sum of monies as specified:
 - i. \$100 for a first offence,
 - ii. \$200 for a second offence,
 - iii. \$500 for third and subsequent offences.
- b) Any person violating any section(s) of this Bylaw, shall be liable upon summary conviction, to a fine of not less than one hundred (\$100.00) dollars, plus costs, and not more than one thousand (\$1000.00) dollars, plus costs.
- c) In addition to any fine levied, any Responsible Person will be required to remove any scrap metal, car bodies, derelict machinery, truck bodies, derelict boats, derelict motor toboggans, and any other non-working or scrap machinery from the premises within thirty (30) days from payment of voluntary fine/conviction and failure to do so will result in the Town removing said derelict scrap metal or machinery at the expense of the Responsible Person in charge of the premises.
- d) In addition to any fine levied, any Responsible Person will be required to remove the Garbage, Collectible Refuse, and Ashes from the premises within fourteen (14) days from the voluntary payment of fine or conviction, and failure to do so will result in the Town removing such Garbage,

Collectible Refuse or Ashes at the expense of the Responsible Person in charge of the premises.

- e) If any Responsible Person is liable for payment to the Town for the collection, removal or disposal of any Garbage, Collectible Refuse, Ashes or other Waste Materials and shall default in such payment, the amount in arrears and costs shall become a charge against the property in respect of which the service was performed, whether or not the Responsible Person is the owner of the premises, collectible against the owner thereof in the same manner as property taxes levied by the Town.

13. Solid Waste Disposal Facility Regulations

- a) No person shall dispose of sewage, hazardous waste, or any other items that may be deemed unacceptable by the Works Director in the Solid Waste Disposal Facility.
- b) No person shall cause a fire at the Solid Waste Disposal Facility.
- c) No person shall dispose of Garbage, Debris, Collectible Refuse, Ashes, or Waste Materials in unauthorized disposal areas within the Solid Waste Disposal Facility.
- d) No persons shall dispose of Garbage, Debris, Collectible Refuse, Ashes, or Waste Materials at the entrance, or along the access road of the Solid Waste Disposal Facility.
- e) No person shall disobey the instructions of the Works Director, or his authorized representative, who has been appointed the duty of supervising and maintaining the Town of Hay River Solid Waste Disposal Facility.
- f) No person shall directly or otherwise dispose of or permit any person to dispose of Biomedical Waste into the Solid Waste Disposal Facility or into the municipal waste collection system without prior approval from the Town and other agencies, where required.
- g) No person shall dispose of waste originating from outside of municipal boundaries at the Solid Waste Disposal Facility without receiving prior authorization from the Works Director.

- h) Fees for disposal of waste at the Solid Waste Disposal Facility shall be set through Town of Hay River bylaw 2431 – Fees and Charges Bylaw and any amendments to said bylaw.

14. Repeal of Previous Bylaw

- a) Bylaw No. 619 is hereby repealed.

THIS BY-LAW READ A FIRST TIME this day of , 2021 A.D.

Mayor

THIS BY-LAW READ A SECOND TIME this day of , 2021 A.D.

Mayor

THIS BY-LAW READ a Third and Final Time this day of , 2021 A.D.

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, and the bylaws of the Municipal Corporation of the Town of Hay River this day of , 2021.

Senior Administrative Officer



Bylaw No. 2411/PS/22 “A”

7c) Protective Services Specialist Bylaw

Update

BYLAW NO. 2411/PS/22 “A”
MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER

A BYLAW of the Municipal Corporation of the Town of Hay River in the Northwest Territories to appoint a Protective Services Specialist for the Town of Hay River pursuant to the CITIES, TOWNS AND VILLAGES ACT, S.N.W.T. 2003, C.22.

WHEREAS the CITIES, TOWNS AND VILLAGES ACT, Sections 48, 137 and 138 provides that the Council may by bylaw appoint officers and authorize them to perform any duties the Council considers necessary,

AND WHEREAS, the Council of Town of Hay River considers that it is in the public interest to appoint a Protective Services Specialist as an Officer of the Town of Hay River for the enforcement of Municipal By-Laws in the Town of Hay River.

NOW THEREFORE the Council of the Corporation of the Town of Hay River, in a regular meeting duly assembled enacts as follows:

SHORT TITLE

1. This bylaw may be cited as the Protective Services Specialist By-Law.

INTERPRETATION

2. In this Bylaw,
 - (a) “Council” means the Council of the Town of Hay River.
 - (b) “Protective Services Specialist/By-Law Officer” means a person who is appointed in accordance with the Cities, Town and Villages Act as an Officer to enforce the By-Laws of the Town of Hay River, and any Peace Officer who is entitled by law to enforce the By-Laws of the Town of Hay River.
 - (c) “Town” means the Town of Hay River, in the Northwest Territories.

APPLICATION

3. That the person(s) named in Schedule 1, attached to and forming part of this By-Law, is/are hereby appointed Protective Services Specialist(s).
4. That Protective Services Specialist so appointed shall assume the rank of Constable.
5. That the Protective Services Specialist so appointed shall carry out the duties specified in Section 137 and 138 of the Cities, Towns and Villages Act, R.S.N.W.T., 2003, c.22.
6. That the term of appointment shall expire upon termination of employment with the Town as a Protective Services Specialist.

BYLAW NO. 2411/PS/22 "A"
MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER

INDEMNIFICATION

7. That the Town will indemnify and save harmless any Protective Services Specialist for any action, Claim, cause or demand whatsoever, that may be made or arise out of the Protective Services Specialist carrying out his official duties as an employee of the Town of Hay River.

REPEALS

8. That By-Law 2411 is hereby amended.

EFFECT

9. That this By-Law shall come into full force and effect upon Third and Final Reading thereof.

READ a First time this day of 2022

Mayor

READ a Second time this day of, 2022

Mayor

READ a Third and Final time this day of , 2022, and passed with the consent of Council.

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, s42 (1) (a & b) and the bylaws of the Municipal Corporation of the Town of Hay River on this day of , 2022.

Senior Administrative Officer

BYLAW NO. 2411/PS/22 “A”
MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER

SCHEDULE “1”

Schedule “1” to By-Law No. 2411/PS/22, passed this day of , 2022.

The following individual is appointed as Chief Protective Services Specialist:

Travis Wright

The following individuals are appointed as Protective Services Specialist:

Jonathon Wallington

Effective Date of Appointment: 2022



Bylaw No. Bylaw 2240A - 22

7 d) Management and Excluded Personnel

Employment

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.
-

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

- (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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THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER
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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.

Bylaw No. 2240A-22 (Management and Excluded Personnel Employment Bylaw)
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
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• _____
READ A FIRST TIME this day of , 2021

Mayor

READ A SECOND TIME this day of , 2021.

Mayor

READ A THIRD AND FINAL TIME this day of , 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 day of , 2021.

Senior Administrative Officer

Bylaw No. 2240A-22 (Management and Excluded Personnel Employment Bylaw)
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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

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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

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

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