

Community Government of Whati
BYLAW NUMBER 31-2012

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

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

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

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

1.0 SHORT TITLE

1.01 This Bylaw may be cited as the "Terms of Employment Bylaw".

2.0 PURPOSE

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

3.0 AMENDMENTS AND CHANGES

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

4.0 GENERAL

4.01 The Employee Directive, passed by Council on January 27, 2007 by Motion 14-07, shall be dissolved and cease to exist when this bylaw is passed.

Read a First time this 6th day of February, 2012.

Read a Second time this 20th day of February, 2012.

Read a Third and Final time this 20th day of February, 2012.




Chief Alfonz Nitsiza



Larry Baran, SAO

As per Section 71(1)(d) of the *Tlicho Community Government Act*, I hereby certify that this bylaw has been made in accordance with the requirements of *Tlicho Community Government Act*, and the bylaws of the Municipal Corporation of the Community Government of Whati.



Larry Baran, SAO

Schedule "A"

(Detailed Terms of Employment attached)

Schedule "B"

(Salary Grid attached)

Schedule "C"

(Benefits Coverage Info attached)

COMMUNITY GOVERNMENT OF WHATI

TITLE:

**TERMS OF EMPLOYMENT
Schedule "A"**

Bylaw Schedule "A" Statement:

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

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PART I – GENERAL PROVISIONS

1.01 INTERPRETATION

- 1.01.01 This document represents the Terms of Employment Bylaw – Schedule ‘A’ of the Community Government of Whati in the Northwest Territories.
- 1.01.02 Within this Bylaw Schedule, any word used in the plural also applies in the singular.
- 1.01.03 Words used in the Terms of Employment Bylaw Schedule are given their meaning in their context in common English usage as defined in the Oxford Canadian Dictionary unless otherwise defined herein.
- 1.01.04 This Bylaw Schedule shall supersede all previous bylaws, policies and resolutions of Council that have addressed any of the issues herein contained.

1.02 DEFINITIONS

- 1.02.01 “Anniversary Date” means when date in which employment commenced with the Community.
- 1.02.02 “Community” means the Community Government of Whati, as incorporated under the Tlicho Government Act in the Northwest Territories, the elected Council thereof, or such person to whom Council may delegate its responsibility and/or authority from time to time.
- 1.02.03 “Council” means the Council of the Community Government of Whati.
- 1.02.04 “Employee” or “Full-Time Employee” means an Employee who has been appointed, in writing, to a position which is of a continuing nature of indefinite extent and which requires an Employee to work year round. This definition includes Employees who may be paid on an hourly or a salary basis.
- 1.02.05 “Employee’s Permanent Payroll Record” is the confidential file maintained by the Employer of all matters pertaining to employment and performance of the Employee. This record is kept in accordance with required legislative and legal requirements.
- 1.02.06 “Management Employees” means Employees who are employed in a managerial position, including the SAO, the Finance Manager, the Manager of Public Works, and any other Employee whose

position is so designated and is primarily acting in a managerial position.

- 1.02.07 “Overtime” is when Employees are required to work hours beyond regularly scheduled hours to overcome unexpected workloads and meet extraordinary situations. For part-time employees, overtime occurs when the employee works hours in excess of those of a full-time employee in the same position.
- 1.02.08 “Part-time Employee” means an Employee who works less than the standard work day or work week.
- 1.02.09 “SAO” means the Senior Administrative Officer for the Community Government of Whatì as defined in the *Tlìcho Government Act* (Section 38).
- 1.02.10 “Length of Service” means the total length of an employee’s employment with the Community. Length of service shall not include any period of leave of absence, except where specifically provided in this Directive, or any period of suspension.

1.03 APPLICATION

- 1.03.01 All terms and conditions of this policy shall apply to all full-time Employees, unless specifically altered or exempted under the terms of an Employee’s individual employment contract with the Community.
- 1.03.02 Part-time Employees are subject to the terms and conditions of this policy where applicable.

1.04 MANAGEMENT RESPONSIBILITIES

- 1.04.01 The SAO is responsible for the hiring and dismissal of all staff, and carrying out of the provisions of this Bylaw - Schedule, and Council is responsible for the hiring and dismissal of the SAO.

1.05 AMENDMENTS

- 1.05.01 The Community may amend this Bylaw - Schedule from time to time as it deems necessary.
- 1.05.02 The Terms of Employment shall be reviewed regularly by the SAO. Each year the SAO should confirm, as part of the SAO’s annual performance evaluation, that a review has been completed.

1.05.03 Employees will be provided a means to propose changes to the terms and conditions contained herein.

1.06 **LEGISLATION**

1.06.01 This Bylaw - Schedule is intended to conform with all applicable legislation of the Government of Canada and the Northwest Territories.

1.07 **DISTRIBUTION**

1.07.01 Each Employee shall be issued, or provided access to, a current copy of the **Terms of Employment**, and any other related policy referred to herein, upon being hired.

1.07.02 Council shall approve the Job Description of any new position.

1.07.03 Before an Employee is first engaged, or when an Employee is re-assigned to another position, the SAO shall ensure that the Employee is provided with a Job Description of the position to which they are assigned and the Employee shall provide a signature acknowledging the duties and accepting the new position.

1.08 **EMPLOYEE FILES**

1.08.01 The Employer shall maintain the **Employee's Permanent Payroll Record**, which is to be made available for review to the Employee upon written request and in the presence of the Employee's Supervisor or the SAO.

1.08.02 Other than that required by Federal or Territorial legislation, the Community shall not release any information from the Employee's Permanent Payroll Record without the written permission of the Employee.

PART II - APPOINTMENTS, PROMOTION & TERMINATION

2.01 APPOINTMENT & PROMOTION

2.01.01 When being considered for promotions or appointments, Employees will be selected on the basis of their qualifications, experience and previous performance and assessed against the requirements of the vacant position.

2.01.02 The Community shall post notices of all vacant permanent positions allowing a minimum of one (1) week prior to closing date. Employees are invited to compete for any position for which they feel qualified.

2.02 PROBATIONARY PERIOD

2.02.01 Employees will normally be hired initially on a **Six (6) Month Probationary Period**, which may be extended at the discretion of the SAO. An Employee may be terminated at any time during the Probationary Period without notice and without recourse to the Grievance Procedure.

2.02.02 All Employees shall have their performance evaluated prior to the completion of their Probationary Period.

2.02.03 Upon recommendation of the Employee's Supervisor or Manager, the SAO may waive all or part of an Employee's Probationary Period.

2.03 JOB DESCRIPTION

2.03.01 The duties of each Employee shall be those assigned in their Job Description. The Community should provide each Employee with a copy of the Job Description for their position upon hiring. Copies of any Job Description shall be made available to each Employee on request.

2.03.02 Job Descriptions should be reviewed annually during the Employee Performance Review process to ensure that the Job Descriptions remain current and accurately reflect existing job duties and responsibilities.

2.04 CLASSIFICATION

2.04.01 The classification of each position and the attendant Salary Grid level will be determined on the basis of the duties and

responsibilities assigned to the position as recorded in the job description and the Community Salary Grids.

2.04.02 The Salary Grid and appropriate rates of pay shall be reviewed annually by the SAO and Council in conjunction with the annual budget preparation process.

2.04.03 The Salary Grid and appropriate rates of pay may be included as Schedule 'B' of this bylaw.

2.05 **LAYOFF**

2.05.01 Should a position with the Community no longer be required, the Employee may be transferred to another available position. Should no position exist for which the Employee is qualified, subject to Section 2.06.01, the Employee shall receive a severance equal to Notice (Section 2.06.01).

2.06 **SEVERANCE**

2.06.01 Severance Pay will be paid when an Employee is laid off, or when an Employee is discharged without *Just Cause*. An Employee who is employed for a fixed term which has expired, who resigns, or who is discharged for *Just Cause* shall not be entitled to Severance Pay.

For Employees with more than three (3) months employment, they shall be provided with notice of:

- a. One (1) weeks' notice if employment with the Community is greater than three (3) months or more but less than two (2) years;
- b. Two (2) weeks' notice if employment with the Community is greater than two (2) years or more but less than four (4) years;
- c. Four (4) weeks' notice if employment with the Community is greater than four (4) years or more but less than six (6) years;
- d. Five (5) weeks' notice if employment with the Community is greater than six (6) years or more but less than eight (8) years;
- e. Six (6) weeks' notice if employment with the Community is greater than eight (8) years or more but less than ten (10) years;
- f. Eight (8) weeks' notice if employment with the Community is greater than ten (10) years.

2.06.02 The Community shall not provide Employee Benefits to Employees while on layoff.

2.07 PERFORMANCE REVIEWS

2.07.01 Administrative & Recreation staff Performance Reviews will be conducted by the Employee's Supervisor.

2.07.02 Public Works Performance Reviews shall be conducted by the Manager of Public Works.

2.07.03 Performance Reviews shall be in writing and shall be kept on file as part of the Employee's Permanent Payroll Record. Each Employee shall be given a signed copy of their performance review.

2.07.04 Employees shall have the opportunity to respond in writing to any comments contained within the Employee's Performance Review.

2.07.05 The purpose of the Performance Review is to:

- a. ensure that the Community is maximizing the effective use of its human resources; and
- b. allow all Employees the opportunity to address any identified deficiencies in their job performance; and
- c. identify any training that might be required for Employees to address identified performance deficiencies or otherwise enhance their job performance.

2.07.06 On the Employee's Anniversary Date, with a satisfactory Performance Review, the SAO may authorize that the Employee be moved up an additional step within the appropriate Payroll Salary Grid level for the Employee's position.

2.07.07 All evaluations shall be kept in the Employees Personnel and Confidential File.

2.07.08 If the Employee's Performance Review is Not Satisfactory, the Employee shall remain at their existing step on the appropriate payroll grid level, and their performance shall be reviewed again no later than six (6) months after the regularly scheduled annual Performance Review.

2.08 TERMINATION

2.08.01 An Employee may be discharged for **Just Cause**, without notice or Pay in Lieu of Notice, subject to the Grievance Procedure.

2.08.02

Although this list is not all-inclusive, an Employee may be discharged for *Just Cause* for any of the reasons listed below:

- a. If the Employee has abandoned his/her position;
- b. Due to loss of skills, certifications or other conditions which would make the Employee unfit for service;
- c. If the Employee develops a physical or mental impairment that prevents the Employee from performing the required duties of the Employee's position and the Employee cannot be reasonably accommodated, then the Employee may be Terminated. Termination must be supported by medical evidence which establishes that the individual is unable to perform bona fide job requirements. The Community may require an examination at its expense performed by a physician of its choice. Failure to submit to such a request may result in termination.

2.09

NOTICE

2.09.01

An Employee will provide a minimum of ten (10) working days notice to the Community when intending to terminate their employment. Failure to do so may become part of the reference information provided to subsequent inquiries.

2.09.02

A Management Employee will be required to provide notice of twenty (20) working days to the Community of their intention to terminate employment, unless otherwise provided for under the terms of an employment contract between the Management Employee and the Community.

2.09.03

In the event of the death of an Employee, all compensation due to the Employee shall be paid to the Employee's Estate as soon as possible.

PART III – HOURS OF WORK, OVERTIME & LEAVE

3.01 HOURS OF WORK

3.01.01 Regular hours of work for Full-Time Administration Employees in financial and clerical classifications shall be seven and one-half (7½) hours per day, thirty-five (35) hours per week, each Monday to Friday, usually to be worked between the hours of 8:30am and 5:00pm or within a specific schedule to be determined by the Supervisor. There shall be a one (1) hour unpaid meal break offered so that no Employee works more than five (5) consecutive hours without a break.

These positions shall include, but not be limited to, the SAO, Finance Manager, Accounts Payable Clerk, Accounts Receivable Clerk, Payroll Clerk, Receptionist, Lands Clerk, and any others as designated by Council.

3.01.02 Regular hours of work for Full-Time Public Works Employees in other classifications shall be eight (8) hours each day, forty (40) hours per week, and may be scheduled Monday to Friday, or Tuesday to Saturday, usually to be worked between the hours of 8:30am and 5:00pm or within a specific schedule to be determined by the Supervisor. There shall be a thirty minute (30) unpaid meal break offered so that no Employee works more than five (5) consecutive hours without a break.

These positions shall include, but not be limited to, the Public Works Foreman, Truck & Equipment Operators, Utility Truck Operators Labourers, and any others as designated by Council.

3.02 REST PERIODS

3.02.01 Each Employee will be entitled to one (1) paid fifteen (15) minute break in every period of five (5) consecutive hours, or part thereof, worked. Morning and afternoon break will not be counted as time *In Lieu* if not taken.

3.03 OVERTIME

3.03.01 Non-management Employees will normally be paid at the rate of 1.5 times the hourly wage of the Employee at the time the overtime was worked for all hours worked in excess of the regular daily or weekly hours of work.

3.03.02 Employees acting as Recording Secretary at any Council or Committee meetings, held outside their regular working hours, shall

be compensated at one and one-half times (1½) their regular pay for all hours worked during these periods.

3.03.03 Employees may bank up to forty (40) hours of overtime as *Lieu Time*. The banking, or use, of *Lieu Time* must be approved in advance by the Employee's Supervisor.

3.03.04 To address budgetary constraints, all overtime must be approved in advance by Managers. Any time worked in excess of regular working hours, which is not authorized in advance, will not be paid as overtime.

3.03.05 *In Lieu Overtime* accrued must be used in the calendar year that it is generated and any *In Lieu* overtime that is not used will be paid out at the rate that the employee earned at the time.

3.04 **ALTERED WORK WEEK**

3.04.01 The Community may, for extraordinary circumstances, alter the hours of work of an Employee in any department for the purpose of carrying out necessary services in an expedient and efficient manner.

3.05 **ACTING PAY**

3.05.01 When a Manager is absent from the work-place for more than five (5) working days, the SAO may appoint, in writing, an Employee to be an Acting Manager. During the time of that acting appointment, the person appointed as Acting Manager may be paid a wage rate equivalent to 90% of the Step 1 in the Manager Salary Grid, or 10% more than the existing rate, whichever is greater.

3.05.02 When the SAO is absent from the work-place for more than five (5) working days, the SAO may appoint a Manager to be the Acting SAO. This appointment will be with the approval of Council. During the time of that acting appointment, the person appointed as Acting SAO shall be paid a wage rate equal to 10% greater than the Employee's existing rate of pay.

3.06 **ABSENTEEISM**

3.06.01 An Employee who is **Absent Without Leave** (AWOL) during regular hours of work without the authorization of their supervisor or the SAO, will not be paid for any such period of being AWOL. An Employee who is AWOL may be subject to Disciplinary Action.

3.06.02 Any Employee who is absent from their regular hours of work for three (3) consecutive work days without notifying the Supervisor or the SAO shall be deemed to have **Abandoned the Position**. Exceptions to this rule will only be made if the Employee can prove that medical incapacitation prevented the notification of the employer.

3.06.03 Any Employee who is deemed to have **Abandoned the Position** during a work shift, and/or leaves their position without notifying their Supervisor, may be subject to Disciplinary Action, leading to and, at the discretion of the SAO, including Termination (as per Section 8).

3.07 PAID HOLIDAYS

3.07.01 Employees who have been employed by the Community for thirty (30) consecutive days are entitled to the following Statutory Holidays, and shall be paid their regular daily rate of pay for each Statutory Holiday:

New Year's Day	Labour Day
Aboriginal Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
First Monday in August	

3.07.02 When a Statutory Holiday falls on a

- a. Saturday, the Statutory Holiday shall be observed on the previous Friday; or
- c. Sunday, the Statutory Holiday shall be observed on the subsequent Monday.

3.07.03 If an Employee is required to work on a Statutory Holiday, the Employee will be paid an additional 1.5 times their wage rate for the hours worked on the Statutory Holiday.

3.07.04 An Employee will NOT be paid for any Statutory Holiday if the Employee is:

- a. Absent the working day immediately before or immediately following the Statutory Holiday, without prior permission or proof of illness for such absence, or
- b. Absent when required to or scheduled to work on the Statutory Holiday and does not do so.

3.08 VACATION LEAVE

3.08.01 All Permanent Employees will earn Vacation Leave at the following rates:

	<u>Years of Service</u>	<u>Number of Days (Weeks)</u>	
a.	Up to two (2) years	15 days	(3 weeks)
b.	After 2 years, Up to 8 years	20 days	(4 weeks)
c.	After 8 years, Up to 15 years	25 days	(5 weeks)
d.	After 15 years	30 days	(6 weeks)

3.08.02 The Community's vacation accrual year matches the fiscal year: April 1st to March 31st.

3.08.03 All vacation leave must be requested at least one (1) month prior to the first day of the leave. The Community will make every reasonable effort to schedule vacation leave in accordance with an Employee's request, however, operational requirements will be paramount. Length of Service will be considered in determining priority of vacation leave requests.

3.08.04 Where an Employee has ten (10) days or more remaining of vacation accrual at the end of the calendar year, the Employee will be given the option to carry-over up to ten (10) vacation days, otherwise the balance shall be paid-out.

3.09 SICK LEAVE

3.09.01 Full-Time Employees may accrue Sick Leave with full pay at the rate of 1.5 days for each full month of employment, beginning with the first calendar day following the completion of the Probationary Period.

3.09.02 Sick leave may be accumulated to a maximum of 120 calendar days.

3.09.03 Sick leave may be taken by an Employee in the case of:

- Illness, or;
- Quarantine, or;
- Disabling injury for which compensation is not payable under the Workers Compensation Act, or;
- Examination or treatment by a physician, chiropractor or dentist; except where such event begins during a vacation period of an Employee, or;
- Illness to the Employees spouse, companion, child, or parent, who live with the Employee, up to a limit of 2 consecutive days per occurrence.

- 3.09.04 Sick Leave shall be Granted and:
- a. PAID, when the Employee has sufficient Sick Time accrued to be paid; or
 - b. UNPAID, when the Employee has not earned Sick Time with pay, or has insufficient Sick Time accrued; or
 - c. UNPAID, when the Employee does not notify their Supervisor within one (1) hour of their shift commencing.
- 3.09.05 Sick Leave cannot be claimed during vacation period unless the Employee can provide proof of hospitalisation.
- 3.09.06 An Employee may be required to submit satisfactory proof, including a medical certificate, to the employer for any sick leave claimed in excess of three (3) working days.
- 3.09.07 An Employee is NOT eligible to receive sick benefits if the absence from work is due to an injury suffered:
- a. While working for another employer; or
 - b. Intentionally, by their own hand.
- 3.09.08 No Sick Leave will be earned while an Employee is on sick leave in excess of one (1) month or while receiving long-term disability payments.
- 3.09.09 Each year, the Community shall provide a written summary of sick leave earned and paid to each Employee.
- 3.09.10 Where an Employee is covered by Short-Term Disability, the Employee shall receive Sick Leave until such time as the Employee is eligible for the Short-Term Disability.

3.10 LEAVE OF ABSENCE

- 3.10.01 The following conditions apply to all leaves of absence:
- a. Leave of absence with or without pay may be granted at the discretion of the Community.
 - b. Applications for leaves of absence shall be made in writing to SAO as early as possible and will be approved at the sole discretion of the SAO.
 - c. An Employee shall not work for gain during a leave of absence except with the written permission of the SAO.
 - d. While on a leave of absence in excess of one (1) month, an Employee will not earn sick leave, vacation leave or seniority, and will be responsible for 100% of premium costs of all benefit plan premiums or payments.

3.11 COURT LEAVE

- 3.11.01 The following apply to leaves of absence for Court Duty:
- a. When required to appear in court in the capacity of a Community Employee, the Employee shall be allowed leave with pay, but any Witness Fees shall be paid to the Community.
 - b. When subpoenaed as a witness in a private capacity, an Employee may be allowed leave with pay, but any Witness Fees shall be paid to the Community.
 - c. An Employee summoned to jury duty shall be allowed leave with full pay, but any Jury Fees shall be paid to the Community.

3.12 MATERNITY LEAVE/PARENTAL LEAVE

- 3.12.01 The Community will provide maternity or adoption leave in accordance with the *Employment Standards Act*.
- 3.12.02 Employees on Maternity/Parental Leave may, at their request, continue participating in the Employee Benefit Plan during the period of their maternity/parental leaves, but they will be responsible for both the Employee and Employer shares of contributions.

3.13 SPECIAL LEAVE

- 3.13.01 Special Leave with pay may be granted according to the following schedule:

	<u>Type of Special Leave</u>	<u>Time Granted</u>
a.	Attendance at birth or adoption of child	1 day
b.	Bereavement for immediate family(*)	5 days
c.	Bereavement for Extended Family (Guardian, grandparent, grandchild, in-laws)	2 days
d.	Citizenship ceremony	1 day
e.	Acts as executor of estate	2 days
f.	Funeral for immediate family(*)	SAO discretion
g.	Military Emergency or Disaster	SAO discretion
h.	Additional Travel time for illness or bereavement for immediate family(*)	SAO discretion

- i. Pall Bearer for Funeral 1 day
- j. Driver's License Renewal
*(Where the driver's license is required for work
and it can only be renewed In Yellowknife)* 1 day
- k. Cultural Leave
*(hunting/fishing for food supply, or to attend
Cultural events)* 3 days/year

(* Note: *'Immediate Family' shall mean Spouse (by Marriage or
Common-Law), Child, Parents, Brother, Sister.*

PART IV – TRAINING AND EDUCATION

4.01 GENERAL PROVISIONS

- 4.01.01 The Community recognizes the value of training and continuing education for all Employees as a means of job enrichment, and maintaining and retaining a properly skilled work force.
- 4.01.02 The Community recognizes that the responsibility for ensuring effective continuing education lies BOTH with the Employee and with the Community.
- 4.01.03 Although the Community places a clear priority on training opportunities which improve the Employee's capability to perform current job responsibilities, career development and personal growth aspects will also be considered.

4.02 TRAINING

- 4.02.01 Priority shall be given for training courses that have been identified in an Employee's Performance Review and/or MACA Personnel Training Needs Assessment that would assist an Employee to address identified performance deficiencies and/or skills development.
- 4.02.02 The Community may also require Employees to take specific training to maintain current job qualifications and skills, or to enhance the Employees job performance.
- 4.02.03 Compulsory training courses shall be at the cost of the Community.
- 4.02.04 Whenever the Community pays for training costs for an Employee, the Employee shall be required to enter into a **Training Agreement** with the Community.

4.03 CONTINUING EDUCATION

- 4.03.01 The Community may provide support including leaves of absence, with or without pay, tuition, travel and subsistence to Employees who wish to follow educational programs relevant to their work.
- 4.03.02 Financial support may be conditional on the Employee entering into a **Training Agreement** with the Community.
- 4.03.03 In general, the extent of support shall be determined by the SAO, with recommendation by the Employee's Supervisor or Manager, based on the following budget and Employee history criteria:

- a. the cost and duration of the program;
- b. the relevance of the training program to the current responsibilities of the Employee;
- c. the availability of Employees with the skills to be acquired;
- d. the Employee current job performance and historical level of commitment;
- e. the ability of the Community to cover the Employee's specific job duties during the Employee's absence.

4.04 **PROFESSIONAL DEVELOPMENT**

- 4.04.01 The Community recognizes that, as employees demonstrate leadership in professional organizations, it presents the Community in a positive light within the Territory, therefore the Community shall encourage the Professional Development of its Employees through:
 - a. Membership in professional, technical, and municipal associations; and
 - b. Attendance and participation at seminars, workshops and conferences.

- 4.04.02 Employees desiring to let their name stand for the executive, or on a committee, of any professional, technical, or municipal association to which the Employee is a member, shall be encouraged to do so.

- 4.04.03 If an Employee's volunteer position on any professional, technical, or municipal association may require periodic absences from work, the Employee shall obtain the prior approval of the SAO before letting their name stand for such a position.

PART V – EMPLOYEE BENEFIT PLAN

5.01 GROUP BENEFIT PLAN

5.01.01 A “Full-Time” Employee shall become eligible and shall be required to have deductions made on behalf of the Community’s Group Benefit Plan on the first (1st) day of the month following three (3) months continuous employment, unless the Employee’s spouse is enrolled under an alternative Group Benefit Plan.

5.01.02 The Community shall arrange for employees to participate in a Group Benefits Plan, the details of which shall be recorded in Schedule ‘C’.

5.01.03 Due to the fact that the Community (employer) contributes towards Long Term Disability coverage, any payments to Employees under this plan shall be taxable for income tax purposes.

5.02 GROUP RSP PLAN

5.02.01 The Community shall arrange for employees to participate in a Group RSP Plan, the details of which shall be recorded in Schedule ‘C’.

5.03 WCB PAY SUPPLEMENT

5.03.01 When an Employee is incapacitated and unable to work as a result of an accident suffered while engaged in the employer’s service, the Community may:

- a. add to the amount received under the Worker’s Compensation program, so that the Employee shall maintain their regular earnings for the time of their absence; or
- b. pay the Employee their normal wage rate and have the Employee assign any benefits from SWSCC to the Community.

PART VI – TRAVEL & SUBSISTENCE

6.01 TRAVEL & SUBSISTENCE

6.01.01 Travel and subsistence costs for Employees who are authorized to travel on the business of the Community shall have their expenses paid in accordance with the terms and conditions of the Community Travel Policy.

PART VII – GRIEVANCE PROCEDURES

7.01 GRIEVANCE PROCEDURES

7.01.01 Any Employee may file a Grievance concerning any alleged violation of this Directive.

Any Employee grievances should initially be discussed with the Employee's Supervisor or Manager.

7.01.02 If the Employee's grievance cannot be resolved between the Employee and their Supervisor or Manager, then the Employee and Supervisor shall meet with the Finance Manager (Human Resource) in an attempt to settle the matter.

7.01.03 If the Employee's grievance cannot be resolved with the participation and input of the Finance Manager, the Employee can pursue the grievance with the SAO. Grievances must be filed with the SAO within twenty-five (25) days of the incident occurring.

7.01.04 The SAO shall rule on the Employee's grievance. The SAO shall provide a decision, in writing, within fourteen (14) days of receiving the grievance.

7.01.05 The Employee may personally appeal the SAO's ruling to the Chief & Council, sitting "*in camera*" as a Committee of the Whole. The decision of Council shall be final and there shall be no further appeal. The appeal must be provided to the SAO within fourteen (14) days of the Employee receiving the SAO's decision under 7.01.04.

Grievances not filed or appealed as provided in this Part may not later be filed or appealed.

PART VIII – DISCIPLINARY ACTION

8.01 GENERAL ACTIONS

- 8.01.01 All Employees are expected to exercise good judgment, loyalty, common sense, dedication, and courtesy in the performance of their duties. The primary mission of every Employee is to provide courteous, orderly, efficient, and economic delivery of services to the citizens and residents of the Community.
- 8.01.02 Acts, errors, or omissions, which discredit the public service or impair the provision of orderly services to the citizens of Whati, may result in disciplinary action, up to and including Termination.
- 8.01.03 The SAO, and/or Supervisor or Manager, as appropriate, have full discretion and authority to impose Disciplinary Action in accordance with Community Government policy and the circumstances of the particular case, provided that the authority of Supervisor or Manager to impose discipline shall be limited to oral warnings and the authority of Supervisor or Manager to impose discipline shall be limited to oral warnings and written reprimands.
- 8.01.04 Types of conduct which may result in Disciplinary Action, but not limited to, the following examples:
- a. Consumption or possession of alcohol on the job or arriving at work under the influence of alcohol; being under the influence of any drug or controlled substance when it affects the Employee's ability to perform the assigned job; or, the possession of illegal drugs or other illegal controlled substance;
 - b. Violation of lawful duty;
 - c. Insubordination;
 - d. Absence from work without first notifying and securing permission from the Supervisor;
 - e. Absence or tardiness for any reason;
 - f. Unsatisfactory job performance;
 - g. Conviction of an offence which affects the Employee's ability to perform their job, or which negatively affects the reputation of the Community;
 - h. Acceptance of fees, gratuities or other valuable items in the performance of the Employee's official duties for the Community;
 - i. Inability, refusal or failure to perform the duties of the assigned job; and
 - j. Violation of duties or rules imposed by these policies, or by any other Community rules of any type.

8.01.05 The list above is not-all-inclusive, but serves only as a general guide. The Community may discipline or terminate Employees for other misconduct not stated above.

8.02 **DISCIPLINARY ACTIONS**

8.02.01 The following types of **Disciplinary Actions** may be used, depending on the particular situation:

- a. Oral Reprimand. An oral reprimand is a counselling session between the Employee's Supervisor, Manager, and/or SAO, and the Employee. Following the counselling session, the Supervisor, Manager and/or SAO should document the Oral Reprimand which should then be placed in the Employee's Personnel File.
- b. Written Reprimand. A reprimand is a formal written Disciplinary Action between the Employee's Supervisor, Manager, or the SAO and the Employee; Following the counselling session, the Supervisor, Manager and/or SAO should document the Written Reprimand which should then be placed in the Employee's Personnel File.
- c. Suspension. A suspension is a temporary unpaid absence from duty. A Suspension is a severe Disciplinary Action which shall become a permanent part of the Employee's Permanent Payroll Record.
- d. Termination. Any type of disciplinary action may be imposed for any particular event, at the discretion of the Employer. For example, certain events are so serious that they will result in immediate termination of employment, even if an Employee has not received any previous discipline. (See Section 2)