



TERMS OF EMPLOYMENT

The **Terms of Employment** are pursuant to the provisions of the Hamlets Act, R.S.N.W.T., 2003, c. 22, s. 46 to 50 and Bylaw 276 became effective January 23, 2020.

With Amendments:

I. Section 22b	May 1, 2021.	Bylaw 300
II. Section 59	January 1, 2022.	Bylaw 306

This consolidation is not the official Bylaw of the Hamlet of Fort Liard. It is an office consolidation prepared for convenience only. A certified copy of the original Bylaws can be obtained from the Hamlet office.

POLICIES REFERENCED IN THIS BYLAW ARE AVAILABLE UPON REQUEST

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HAMLET TERMS OF EMPLOYMENT
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INTERPRETATION

2. In this Bylaw:

- “Act” means the Employment Standards Act of the Northwest Territories;
- “Administrative Position” means work involving administrative work or managerial functions but does not include operational positions;
- “Calendar Year” means the period from January 1 to December 31;
- “Council” means the Council of the Hamlet of Fort Liard;
- “Day” means any period of twenty-four consecutive hours;
- “Day of Rest” means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of being on leave of absence;
- “Employee” means a person employed by the Hamlet to do skilled or unskilled manual, clerical, technical, operational, administrative, or managerial duties;
- “Employer” means the Hamlet of Fort Liard;
- “Grievance” means a complaint that an employee or group of employees submits to management to be processed through the grievance procedure,
- “Hamlet” means the Hamlet of Fort Liard in the Northwest Territories,
- “Immediate Family” means the spouse (including common-law), the father, the mother, the brother, the sister, and the children of the employee or children of the employee’s spouse, a sibling of the employee’s spouse, a grandparent of the employee or the employee’s spouse, a grandchild of the employee or the employee’s spouse, or any relative who resides with the employee;
- “NEBS” means Northern Employee Benefit Services;
- “Northern Allowance” means a cost of living allowance paid to all employees to offset the higher cost of living in Fort Liard, NT;
- “Operational Position” means work involving skilled, unskilled, manual, technical, operational work but does not include administrative work or managerial functions;
- “Overtime” means hours more than the standard hours of work as defined in section 26-30 of this Bylaw;
- “Position” means an aggregation of duties, tasks and responsibilities requiring the services of one employee;
- “Promotion” means the appointment of an employee to a position having a higher maximum range of pay;
- “Week” means a period of seven consecutive days;

DESIGNATION OF EMPLOYEES

3. GROUP I

A Management Employee is an employee who has management responsibilities, including planning and organizing affairs of the Hamlet, supervising employees, allocating resources and budgeting.

4. GROUP II

A Regular Employee is an employee who is hired on a full time or part- time basis for an indeterminate period:

- a) A full-time employee is one who is regularly scheduled to work full-time hours, as specified in section 22 of this Bylaw;
- b) A part-time employee is one who is regularly scheduled for less than standard hours as specified in section 22 of this Bylaw.

5. GROUP III

A Fixed Term Employee is an employee who is hired for a defined term to perform specific duties.

6. GROUP IV

A Casual Employee is an employee who is hired on an “as needed” basis for work of a temporary nature with no expectation of continued employment. A “Request for Employee Hiring must be and:

- a) is regularly scheduled for a period of three (3) months or less for a specific job; or
- b) relieves for absences the duration of which is three (3) months or less; or
- c) works on call in basis and is not regularly scheduled.

APPLICATION

7. All sections of this Bylaw will apply to Group I or Group II employees.
8. Sections 15- 132 do not apply to Group III employees. The provisions relevant to Group III are provided in a job-specific Fixed Term Employment Contract as per Appendix “A”.
9. Sections 10-14,22-27,36-42,43-47,49,58,84-89,106-111,114-122, and 132 apply to Group IV employees. All other sections of this Bylaw are not applicable to this group of employees.

APPOINTMENT

10. The Senior Administrative Officer has the authority and responsibility as the senior manager for hiring and restructuring decisions pertaining to all staff and all departments subject to provisions of this Bylaw.

CODE OF CONDUCT

11. The Hamlet requires all employees to adhere to certain professional and ethical standards respecting confidential information, conflict of interest, and outside employment. Employees are required to read and adhere to the Code of Conduct Policy. A copy of the Code of Conduct Policy shall be provided to employees upon hire.

BONDING

12. Employees ensuring the safe keeping of Hamlet funds, securities, and assets must be bonded.
13. Council may require other employees and officers to be bonded.
14. The Hamlet will pay the cost of the bonding required by sections 12-13.

PROBATIONARY PERIOD

15. Employees appointed to or promoted to a position with the Employer are subject to a probationary period.
16. The probationary period begins on the first day an employee commences work and continues for the duration of:
 - a) Six months for employees hired into Group I and Group II;
 - b) Six months for employees promoted from Group II to Group I; and,
 - c) Three months for employees promoted within Group I or Group II.
17. The purpose of the probationary period is to allow the Employer an opportunity to determine whether the employee has the necessary skills for the position and is a good fit within the organization.
18. Should an employee's work performance be unsatisfactory during the probationary period, the employee will be notified of the reasons in writing prior to the end of the probationary period.
19. Employees will be notified upon the successful completion of their probationary period.
20. For the purposes of Section 16, employees in the first three months of their probationary period can be terminated at any time without notice. Employees in months 4, 5 and 6 of their probationary period can be terminated without cause upon being given two weeks' notice, or two weeks' pay in lieu of notice.
21. For the purposes of Section 16, failure to satisfactorily complete the probationary period may result in an extension of the probationary period not exceeding six (6) months or may result in demotion back to the employee's original position, at the employee level of pay prior to the promotion.

HOURS OF WORK

22. The standard hours of work are
 - a) Eight (8) hours per day or forty (40) hours per week for employees in operational positions, excluding one-hour unpaid lunch periods; and,

- b) Seven and a half (7.5) hours per day or thirty-seven and a half (37.5) hours per week for employees in management or administrative positions, excluding one-hour unpaid lunch periods. [MAY 1, 2021]
23. Subject to section 27 employees will not be required to work more than ten (10) hours per day or sixty (60) hours per week.
24. The Employer may require an employee to work in excess of ten (10) hours per day or sixty (60) hours per week if the employee is required to continue working because of:
- a) a need to provide essential services to the community;
 - b) a State of Local Emergency; or
 - c) other unforeseen or unavoidable circumstances.
25. All employees are entitled to a fifteen (15) minute paid break in the morning and a fifteen (15) minute paid break in the afternoon.
26. All employees required to regularly work with a video display terminal (VDT) shall be entitled to a ten (10) minute break away from the VDT after each hour of continuous operation.
27. Overtime rates are set to:
- a) One and one-half times (1 ½) the employee's regular rate for hours worked in excess of eight (8) hours on a regular day of work or 40 hours in a week of work;
 - b) One- and one-half times (1 ½) the employee's regular rate for the first eight (8) hours worked and two (2) times the employee's regular rate for time worked in excess of eight (8) hours on a first day of rest or a designated paid holiday;
 - c) Two times (2) the employee's regular rate for all hours worked on the second day of rest.; and
 - d) Two times the employee's regular rate for hours worked in excess of sixteen (16) hours per day on a regular day of work in the event of a situation provided for in section 28
 - e) When an employee is recalled to a place of work for a specific duty, he shall be paid the greater of:
 - i. The appropriate overtime rate for the hours worked; or,
 - ii. Four (4) hours pay at the employee's regular rate.

TIME IN LIEU

28. The Employer will grant Group I employees time off with pay in lieu of overtime pay.
29. Time in lieu will be calculated in accordance with section 27.
30. Employees shall not be permitted to bank more than a maximum of forty (40) lieu time hours.
31. Employees shall be provided time off within three months of the end of the pay period in which it was earned.

32. Lieu time will be taken at a time mutually agreeable to the Employer and the employee.
33. Employees shall receive pay for any overtime for which lieu time has not been granted.

SHIFT SCHEDULING

34. All employees in operational positions may be required to work shifts where their days of rest may be other than Saturday and Sunday. Hours may be other than the standard hours but, subject to section 27, will not exceed ten (10) hours per day or sixty (60) hours per week.
35. A schedule of hours of work for those employees in operational positions will be posted ten (10) days in advance and will cover shift requirements for twenty-eight (28) calendar days.

PAY

36. The rate of pay for each position will be established by Council through resolution. The rates will be reviewed annually.
37. Group II employees working in operational positions will be paid a shift differential set by Council resolution if required to work on Saturday or Sunday.
38. The shift differential referred to in section 37 will not be paid to Group I or Group IV employees.
39. Group II employees working in operational positions will be paid standby pay set by Council resolution if required to be on approved standby.
40. Employees will be paid on a biweekly basis with pay days being every second Friday.
41. Employee wages will be paid by electronic direct deposit to a financial institution of their choice.
42. Group II employees will receive acting pay when required by the Employer to perform duties of a higher or management classification for more than five (5) consecutive days if they meet the minimum qualifications of the higher or management positions. Acting pay shall be calculated from the date on which the employee commenced to act to the day the appointment ceased. The rate shall be as follows: under five (5) consecutive days 10% above current rate of pay up to a maximum of what the current position is paid. The rate shall be 12% for 6 or more consecutive days above the employees' current rate of pay received, to a maximum of what the position currently is paid.

NORTHERN ALLOWANCE

43. The Northern Allowance rates will be established on a yearly basis by resolution of Council.
44. Employees will be paid the Northern Allowance on each biweekly pay cheque.
45. Hourly rated employees will be paid the Northern Allowance as an hourly rate and salaried employees will be paid the Northern Allowance in equal biweekly installments.

46. The Northern Allowance is not paid for periods of overtime or periods of leave without pay,
47. The Northern Allowance for causal, relief, part time, and seasonal employees will be prorated to an hourly rate by dividing the annual rate of pay by the standard yearly hours.

VACATION LEAVE

48. Group I and Group II employees shall earn vacation leave at the following rates for each month of a fiscal year in which the employee receives ten (10) days pay:
 - a. One and one quarter (1.1/4) days per month for the first two (2) complete years of continuous service;
 - b. One and two thirds (1.2/3) days per month after the second year of continuous employment until the end of the fifteenth (15) year of continuous employment;
 - c. Two and one twelve (2.1/12) days per month after the fifteenth (15) year of continuous employment until the end of the twentieth year of continuous employment;
 - d. Two and one half (2.1/2) days per month after the twentieth (20) year of continuous employment;
49. Group IV employees will be paid 4% of their wages as vacation pay. Payment will be made on each pay cheque.
50. Employees are required to submit an "*Application for Leave*", giving advance notice equal to the number of days for which the employee is requesting leave with a minimum of three (3) days.
51. Where two or more employees have expressed a preference for the same period of vacation leave, length of service with the Employer shall be the determining factor.
52. The Employer shall reply to the request for vacation leave submitted by the employee as soon as reasonably possible after the request has been received. Where the Employer has proposed to change, reduce or deny the vacation leave requested by the employee, the Employer shall provide the employee with reasons for such change, reduction or denial of vacation leave.
53. In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort:
 - a. not to recall an employee to duty after they have proceeded on vacation leave;
 - b. to grant the employee vacation leave during the fiscal year in which it is earned and at the time requested by the employee.
54. Eligible employees will earn vacation leave credits effective their date of hire but will not be granted leave until the satisfactory completion of their probationary period.
55. Employees are not permitted to carry over more vacation leave credits than can be earned in one (1) calendar year. Vacation credits exceeding a one (1) calendar year entitlement must be used prior to the end of the current calendar year. Any unused vacation credits that cannot be carried forward shall be paid out.

56. The Senior Administrative Officer may authorize a cash payment of vacation leave when operational requirements do not permit an employee to use earned vacation leave earned more than twenty- four (24) months prior.
57. When during any approved period of vacation leave an employee is recalled to duty by the Employer, the employee shall be reimbursed for reasonable expenses, as determined by the Employer, incurred:
 - a. in returning to the employee's place of duty;
 - b. in respect of any non-refundable deposits or per arrangement associated with the employee's vacation; and,
 - c. in returning to the place from which the employee was recalled if the employee immediately resumes vacation following completion of the assignment from which the employee was recalled.

SICK LEAVE

58. Group I and Group II employees shall accumulate paid sick leave credits at the rate of one and one-quarter (1.1/4) days for each calendar month in which pay is received for a least ten (10) days.
59. Employees may accumulate a maximum of fifteen (15) days in sick leave credits.[JANUARY 1, 2022]
60. All absences on account of illness on a normal working day (exclusive of designated holidays) shall be charged against the employee's accumulated sick leave credits.
61. An employee must notify their immediate supervisor at least one hour before the employee is scheduled to start work. Failure to notify the Employer may result in the request to use sick leave credits being denied and may, in addition, result in disciplinary penalties.
62. Employee are required to submit an "Application for Leave" stating that because of employee's illness or injury, the employee was unable to perform their duties where:
 - a. a period of leave requested does not exceed three (3) working days, and
 - b. if in the current fiscal year, the employee has not been granted more than seven (7) days sick leave wholly on basis of statements signed by the employee.
63. An employee is required to produce a certificate from a qualified medical practitioner, certifying that such an employee is unable to carry out his duties due to illness where:
 - a. the periods of leave requested exceeds three (3) working days; and
 - b. if in the current fiscal year, the employee has been granted more than seven (7) days sick leave wholly based on statements signed by the employee.
64. Sick leave credits may be used by an employee in the case of the serious illness of the employee's child when the presence of a parent is required. When granting sick leave for the illness of the child, the employee will be required to submit a medical certificate evidencing illness of the child and that the parent's presence is required. The period of leave granted under this section cannot exceed three (3) days in the current fiscal year.

65. Eligible employees will earn sick leave credits effective their date of hire but will not be granted paid sick leave until the satisfactory completion of their probationary period.
66. Group I and Group II employees may use sick leave credits for time lost through accidental workplace injuries. Once the Worker's Safety and Compensation Commission have confirmed that they will reimburse the Employer the Employer will credit the Employee with the number of sick days reimbursed.
67. Group IV employees will be granted sick leave without pay. Such employees are required to adhere to the conditions in section 62-63.
68. Unused sick leave credits will not be paid out upon termination of employment.

SPECIAL LEAVE

69. For the purposes of the present section, an immediate family member also includes a sibling of the employee's spouse, a grandparent of the employee or the employee's spouse, a grandchild of the employee or the employee's spouse, or any relative who resides with the employee.
70. The Senior Administrative Officer may grant special leave with pay to Group I or Group II employees for a period of up to five (5) consecutive working days, subject to section 69, for the following reasons:
 - a. to arrange for the care or support of an immediate family member of an employee;
 - b. to attend to a serious household or domestic emergencies not including childcare disruption or marital disputes; or
 - c. to attend the funeral or memorial services for an immediate family member.
71. To be eligible for special leave the employee must submit an "Application for Leave" advising the reason for the leave and provide:
 - a. a medical certificate confirming the medical condition of the person referred to in section 69;
 - b. proof acceptable to the Employer, confirming the death of the person referred to in section 69.
72. The period of leave with pay cannot exceed:
 - a. three days to arrange for the care or support of an immediate family member suffering from a serious medical condition;
 - b. two days to attend to a serious household or domestic emergency;
 - c. three days to attend the funeral or memorial service of an employee's immediate family when the service is being held in the community in which the employee resides;
 - d. five days to attend the funeral of an employee's funeral or memorial service that will take place outside the community in which employee reside; and
 - e. five days in any twelve months.

73. Employees are not eligible for special leave with pay until they have satisfactorily completed their probationary period.
74. Nothing in this section limits the employee's ability to take bereavement leave as provided for under the Act.

COMPASSIONATE CARE LEAVE

75. The Senior Administrative Officer will grant an employee compassionate leave without pay to Group I or Group II employees of up to a twenty-seven (27) weeks for the purpose of providing care or support to a family member as defined in the Act.
76. To be eligible for compassionate leave, the employee must submit an "Application for Leave" providing a certificate from a qualified medical practitioner stating that the family member has a serious medical condition with a significant risk of death within 27 weeks from:
 - a. the day the certificate is issued; or
 - b. if the leave was commenced before the certificate was issued, the day the leave was commenced.
77. A leave of absence under this provision may only be taken in periods of not less than one week's duration.
78. The aggregate amount that may be taken by two or more employees of the Hamlet in respect of the care or support of the same immediate family member shall not exceed eight weeks.

CASUAL LEAVE

79. The Senior Administrative Officer may grant a Group I or Group II employee casual leave with pay for medical, dental and legal appointments to a maximum of two hours per month upon submission of proof of the appointment.

COURT LEAVE

80. The Senior Administrative Officer may grant a Group I or Group II employee court leave with pay where the employee is required by a subpoena or summons to appear either for jury section or as a witness. In order to be eligible for paid court leave, the employee is required to reimburse the Employer the amount of any jury or witness fee received, excluding transportation, accommodation and meal expenses.
81. Nothing in this section limits the rights of the employees to take unpaid court leave as provided under the Act.

PREGNANCY AND PARENTAL LEAVE

82. All employees are entitled to pregnancy and parental leave, without pay, where the employee has been employed by the Employer for twelve (12) continuous months prior to the expected delivery date and submits to the Employer a written request for maternity leave at least four (4) weeks before the day on which the employee intends to commence the leave.
83. Subject to section 82 an employee will be granted pregnancy and parental leave in accordance with the provisions of the Act.

DESIGNATED STATUTORY HOLIDAYS

84. The following days are designated paid statutory holidays for employees:

- New Year's Day;
- Good Friday;
- Easter Monday;
- The day fixed by proclamation of the Governor in Council for the celebration of the Birthday of the Sovereign;
- National Aboriginal Day;
- Canada Day;
- The first Monday in August;
- Labor Day;
- Thanksgiving Day;
- Remembrance Day;
- Christmas Day;
- Boxing Day; and,
- A day of celebration declared by Hamlet Bylaw.

85. Employees will be paid holiday pay in accordance with section 31.

86. Casual employees will be paid for hours based on the average number of hours worked during the four weeks immediately preceding the general holiday. Casual employees will only receive payment for statutory holidays if they have worked thirty (30) days with the Employer in the preceding twelve (12) months.

87. Section 88 does not apply to an employee who is absent without permission or on leave without pay on either their regularly scheduled working day immediately preceding or following and statutory holiday, or if the employee was required to work that day and did not report to work.

88. Where a holiday falls on a day of rest, the Employer shall give the employee a holiday with pay no later than seven (7) days after the date of the statutory paid holiday.

89. If an employee is required to work on a statutory holiday, the Employer shall, in addition to paying holiday pay:

- a) pay the employee overtime pay for time worked by the employee on that day or,
- b) give the employee a substitute holiday at some other time, convenient to the employee and Employer, that is not later than one month after the date of the paid statutory holiday.

PENSION PLAN

90. Enrolment in the Pension Plan is mandatory for Group I and Group II employees and will commence in six months of the date of hire.

91. The employee's contribution is deducted from each pay cheque and a matching contribution is made by the Employer. Rates are regularly reviewed by NEBS and adjusted as required.
92. The Pension Plan Benefits are established by the Pension Plan Text.

BASIC INSURANCE

93. Life insurance is provided for all employees.
94. Additional Death Disease and Dismemberment coverage is provided to all employees and premiums are paid by the Hamlet.
95. Dependent Life Insurance is provided to all employees and premiums are paid by the Hamlet.
96. Premiums are reviewed by NEBS on an annual basis and adjusted as required.

DISABILITY BENEFITS

97. Disability insurance, both long term and short-term coverage, is mandatory for all employees after a six (6) month waiting period.
98. Premiums for this coverage are deducted from the employee's pay cheque.
99. Premiums are regularly reviewed by NEBS as adjusted are required.

HEALTH BENEFITS

100. Extended health care coverage is mandatory for all employees after a six (6) month waiting period. Employees who are eligible for status benefits may opt out of this coverage.
101. Fifty percent of the applicable premium is deducted from the employee's paycheque and the Employer pays fifty percent.
102. Premiums and benefits are reviewed on a regular basis by NEBS and adjusted as necessary.

DENTAL BENEFITS

103. Dental care coverage is mandatory for all employees after a six (6) month waiting period. Employees who are eligible for status benefits may opt out of this coverage.
104. Fifty percent of the application premium is deducted from the employee's paycheque and the Employer pays fifty percent.
105. Premiums and benefits are reviewed on a regular basis by NEBS and adjusted as necessary.

TERMINATION OF EMPLOYMENT

106. When a Group I, Group II or Group IV employee who has worked for ninety (90) days with the Employer is terminated, the Employee shall receive;
 - a. Notice of termination of employment, or
 - b. Pay in lieu of notice of termination of employment

107. Where an employee who has been employed by the Employer more than once, the separate periods of employment, shall be deemed to be continuous employment, if not more than ninety (90) days have elapsed between each period of employment.
108. Notice of termination of employment by the Employer shall be given not less than three (3) weeks prior to the date of termination if the employee has been employed by the Employer for less than three years. An employee who has been employed for more than three (3) years will be given additional week of notice for each year of employment up to a maximum of ten (10) weeks. This notice will include the date on which notice is given and the effective date on which the employment is terminated.
109. If the Employer wishes to terminate an employee with pay in lieu of notice, the termination pay will be equal to the amount of wages and benefits the employee would have been entitled to had he worked his standard hours for each week of the period for which notice would be required by section 22.
110. No notice or severance pay is required where the employee:
- a. has worked less than ninety (90) days;
 - b. is dismissed for cause;
 - c. abandons their position; or
 - d. refuses a reasonable offer of alternate work.
111. Every employee subject to termination of employment for lack of work shall, during the period of notice, be granted a period of reasonable leave for the purpose of being interviewed by a prospective Employer and such additional leave with pay for the employee's travel to and from location of the interview.
112. Sections 109-111 are not applicable to employees employed for less than 25 hours per week.

JOB ABANDONMENT

113. An Employee who remains absent for more than five (5) consecutive workdays, without excuse or authorization, shall be considered as having abandoned their position.

RESTRICTION ON OUTSIDE EMPLOYMENT

114. Employees; other than Management employees may, with the written approval of the Employer, seek and accept employment outside their regularly scheduled hours of duty.
115. Employees who have accepted outside employment are required to comply with the Code of Ethics Policy. Any employment which is incompatible with the employee's duties with the Employer or gives rise to an appearance of conflict with the employee's duties with the Employer is prohibited.

GRIEVANCE PROCEDURE

116. If an employee is dissatisfied with the application of a policy or some aspects of their working conditions, they must first raise the issue with their immediate supervisor. It is the supervisor's responsibility to ensure that any complaint brought before them receives prompt attention and resolution.

117.If the issue remains unresolved, the employee should then raise the issue, in writing, with the Senior Administrative Officer. Upon reviewing the complaint, the Senior Administrative Advisor will render a decision, in writing, to the employee within five (5) working days of receiving the complaint.

118.If the complaint is against the Senior Administrative Officer, the employee shall raise the issue, in writing, to Council. Upon reviewing the complaint, the Council will render a decision, in writing, to the employee within ten (10) working days of receiving the complaint. The decision of Council is final and binding.

EMPLOYEE FILES

119.A confidential file, available to the employee, the employee's supervisor and the Senior Administrative Officer, is to be maintained for each employee

120.Each employee's file will contain their job description, offer of employment, remuneration, any performance appraisals, records of disciplinary action and other pertinent documents.

SAFETY AND HEALTH

121.Employer shall comply with all applicable federal, territorial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.

122.Employees will take all reasonable precautions to ensure their own safety and the safety of other persons in the place of employment.

PROFESSIONAL AFFILIATION COSTS

123.The Hamlet will pay membership fees on behalf of Group I and Group II employees for membership in professional associations deemed to be a requirement of their position.

124.The Hamlet may also pay travel costs of an employee referred to in section 34 (1) to attend an annual meeting of a professional association for which the Hamlet pays professional fees but only in the instance where such expenses are not otherwise reimbursed.

125.Payments referred to in section 123-124 are at the sole discretion of the Senior Administrative Officer.

LEAVE FOR TRAINING PURPOSES

126.Leave to take advanced or supplementary professional or technical training may be granted to Group I and Group II employees upon the recommendation of their supervisor and approval by the Senior Administrative Officer.

127.Such leave shall be based on an appraisal of the present and future job requirements with the Hamlet and the qualifications of the employee in question and shall be granted only to meet identified needs.

128.Full or partial financial assistance in respect of salary, tuition, travelling and other expenses may be granted during such leave:

- a. where the employee's skills have become technically obsolete and require retraining to satisfactorily carry out their work, or

- b. where the courses are required to keep the employee abreast of new knowledge and techniques in their field of work, or
- c. where qualified persons cannot be recruited to carry out essential work and it is necessary to train current employees.

129. Refund of tuition fees in respect of courses may be made on receipt of evidence of successful completion, if the course is of value to the employee's work and does not require the employee to be absent from their duties.

130. Any leave with full or partial financial assistance in respect of salary will carry with it the obligation to return after leave to work for the Hamlet for a period of twelve (12) months.

131. Where a request for leave to attend training has been submitted by an employee, the Employer shall, within a reasonable period from the date of the employee's submission, advise the employee whether his request has been approved or denied.

CONFIDENTIALITY

132. In the course of performing and fulfilling the employee's duties, the employee may have access to and be entrusted with confidential information. Accordingly, the Employee shall not disclose any confidential information or use this information except as required in the normal course of his/her duties, or unless such information is in the public domain through no fault of the employee or except as may be required by law. This confidentiality obligation shall survive the provisions of this agreement.

CONTRACT OF EMPLOYMENT

133. Notwithstanding the provisions of this Bylaw, Council may enter a contract of employment with all that varies any of the provisions set out in this Bylaw.

INTERPRETATION

134. This Bylaw shall not be interpreted to contradict or violate any statute of regulation of the Northwest Territories.

SEVERABILITY

135. Each section of this Bylaw shall remain separate and independent of and severable from all and any other paragraphs except where otherwise indicated by the context of this Bylaw. The decision or declaration that one or more of the paragraphs are invalid shall have no effect on the remaining paragraphs of this Bylaw.