

COLLECTIVE AGREEMENT

between

THE TOWN OF FORT SMITH

and

THE UNION OF NORTHERN WORKERS

Effective: October 1, 1998

Expires: September 30, 2000

The Union of Northern Workers
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12096(01)



NUMERICAL INDEX

ARTICLE 1 - PURPOSE OF AGREEMENT	1
ARTICLE 2 - DEFINITIONS	1
ARTICLE 3 - RECOGNITION	7
ARTICLE 4 - DISCRIMINATION	8
ARTICLE 5 - APPLICATION	8
ARTICLE 6 - SECURITY OF THE AGREEMENT	8
ARTICLE 7 - STRIKES AND LOCKOUTS	9
ARTICLE 8 - MANAGERIAL RESPONSIBILITIES	9
ARTICLE 9 - OUTSIDE EMPLOYMENT	10
ARTICLE 10 - EMPLOYER DIRECTIVES	10
ARTICLE 11 - UNION ACCESS TO EMPLOYER PREMISES	10
ARTICLE 12 - TIME OFF FOR UNION BUSINESS	11
ARTICLE 13 - CHECK OFF	14
ARTICLE 14 - INFORMATION	16
ARTICLE 15 - PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES	17
ARTICLE 16 - CASUAL EMPLOYEES	17
ARTICLE 17 - PROBATION	20
ARTICLE 18 - EMPLOYEE FILES AND REVIEW	20
ARTICLE 19 - STATEMENT OF DUTIES	22
ARTICLE 20 - VACATION LEAVE	22
ARTICLE 21 - WINTER LEAVE	24
ARTICLE 22 - SPECIAL LEAVE/CIVIC LEAVE/OTHER LEAVE	24
ARTICLE 23 - MATERNITY LEAVE/ADOPTION LEAVE	29
ARTICLE 24 - EDUCATIONAL LEAVE	33
ARTICLE 25 - SICK LEAVE	33
ARTICLE 26 - HEALTH AND SAFETY	36
ARTICLE 27 - DESIGNATED HOLIDAYS	38
ARTICLE 28 - TRAVEL ON BEHALF OF EMPLOYER	40

ARTICLE 29 - PAY	42
ARTICLE 30 - HOURS OF WORK	44
ARTICLE 31 - OVERTIME	45
ARTICLE 32 - SHIFT WORK FOR SPECIAL CARE HOME	46
ARTICLE 33 - SHIFT DIFFERENTIAL	47
ARTICLE 34 - CALL BACK PAY	47
ARTICLE 35 - REGISTERED RETIREMENT SAVINGS PLAN	48
ARTICLE 36 - INSURANCE PLAN	50
ARTICLE 37 - CLASSIFICATION	50
ARTICLE 38 - TECHNOLOGICAL CHANGE	51
ARTICLE 39 - ADJUSTMENT OF DISPUTES	51
ARTICLE 40 - DISCIPLINE	55
ARTICLE 41 - SEVERANCE PAY	56
ARTICLE 42 - LAY-OFF/FIRESIGNATION	58
ARTICLE 43 - WORK CLOTHING AND PROTECTIVE EQUIPMENT	58
ARTICLE 44 - HARASSMENT	60
ARTICLE 45 - LONG TERM SERVICE AWARDS	60
ARTICLE 46 - CIVIL LIABILITY	61
ARTICLE 47 - DURATION AND RENEWAL	62
APPENDIX 'A' - RATES OF PAY	64

ALPHABETICAL INDEX

ADJUSTMENT OF DISPUTES	51
APPENDIX "A" - RATES OF PAY	64
APPLICATION	8
CALLBACKPAY	47
CASUAL EMPLOYEES	17
CHECKOFF	14
CIVIL LIABILITY	61
CLASSIFICATION	50
CLASSIFICATION AND JOB DESCRIPTIONS	50
DEFINITIONS	1
DESIGNATED HOLIDAYS	38
DISCRIMINATION	8
DURATION AND RENEWAL	62
EDUCATIONAL LEAVE	33
EMPLOYEE FILES AND REVIEW	20
EMPLOYER DIRECTIVES	10
HARASSMENT	60
HEALTH AND SAFETY	36
HOURS OF WORK	44
INFORMATION	16
INSURANCE PLAN	50
LAY-OFF/RESIGNATION	58
LONG TERM SERVICE AWARDS	60
MANAGERIAL RESPONSIBILITIES	9
MATERNITY LEAVE/ADOPTION LEAVE	29
OUTSIDE EMPLOYMENT	10
OVERTIME	45
PAY	42
PROBATION	20
PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES	17

PURPOSE OF AGREEMENT	1
RECOGNITION	7
REGISTERED RETIREMENT SAVINGS PLAN	48
SECURITY OF THE AGREEMENT	8
SEVERANCE PAY	56
SHIFT DIFFERENTIAL	47
SHIFT WORK FOR SPECIAL CARE HOME	46
SICK LEAVE	33
SPECIAL LEAVE/CIVIC LEAVE/OTHER LEAVE	24
STATEMENT OF DUTIES	22
STRIKES AND LOCKOUTS	9
TECHNOLOGICAL CHANGE	51
TIME OFF FOR UNION BUSINESS	11
TRAVEL ON BEHALF OF EMPLOYER	40
UNION ACCESS TO EMPLOYER PREMISES	10
VACATION LEAVE	22
WINTER LEAVE	24
WORK CLOTHING AND PROTECTIVE EQUIPMENT ..	58

- (b) "Alliance" means the Public Service Alliance of Canada;
- (c) "Allowance" means compensation payable to an employee in addition to the regular remuneration payable for the performance of the duties of his position;
- (d) "Bargaining Unit", subject to amendment by the CIRB, means all employees of the Town of Fort Smith and the Northern Lights Special Care Home, except for the Mayor of the Town of Fort Smith, the Senior Administration Officer of the Town, and the Administrator of the Northern Lights Special Care Home.
- (e) "Common Law Spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be their spouse, and lives and intends to continue to live with that spouse as if that person were their spouse.
- (9) "Continuous" in respect of casual employment shall include any period of employment with the Employer which has not been broken by more than ten (10) working days."

- (g) "Continuous Employment and **Continuous Service**" means **uninterrupted** employment with the Town, except that where an employee, other than a casual employee, **ceases to be employed for a reason other than dismissal, abandonment of position, or rejection on probation, and is re-employed within a period of three (3) months, his periods of employment for the purpose of vacation leave shall be considered as** continuous employment with the Town, and any ~~sick~~ leave credits accumulated prior to termination shall be reinstated to the employees' credit.
- (h) "Day of Rest" means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his/her position.
- (i) "Dependant" means a dependant as defined ~~in~~ **Section 109** of the **Income Tax Act**;
- (j) "Dismissal" means termination of an ~~employee~~ **employee** for just cause or rejection on ~~probation~~ **probation**.
- (k) ~~"Employee"~~ **"Employee"** means a member of the bargaining unit and includes:
- (l) ~~"Indeterminate Employee"~~ **"Indeterminate Employee"** which means a person employed for an indeterminate period:

- (A) "full-time employee" means a **person** employed on a **continuous** basis for the standard **work** day week or month;
- (B) "part-time Employee" **which** means an employee **employed** on a **continuing** basis for **less** than the **standard** work day, week or month. A part-time employee is entitled to all benefits in this agreement, pro-rata;
- (ii) "Term Employee" means a **person** employed on a regular, **full time basis** but with a definite termination date. A term employee shall be entitled to all **benefits** provided under this agreement, pro-rata;
- (iii) "Seasonal Employee" is a **person** employed on a regular, **full time** basis, in work of a seasonal nature, not exceeding six (6) months but recurring in successive years. A seasonal employee shall be entitled to the benefits of this Agreement, pro-rata;
- (iv) "Casual Employee" **which** means a person **employed** for work of a temporary **nature** that is on an as required basis not exceeding **960** hours

per fiscal year with any one department.

- (l) "Employer" means the Corporation of the Town of Fort Smith.
- (m) "Evening Shift" means the shift worked between the hours of 4:00 P.M. and 12:00 midnight.
- (n) "Grievance" means a complaint in writing that an employee or group of employees or Union submits to management to be processed through the grievance procedure.
- (o) "Holiday" means the twenty-four (24) hour period commencing at 12:00 am. of the days designated in Article 27.
- (p) "immediate Family" for the purpose of this agreement is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, father-in-law, mother-in-law, grandparents, grandchild, son-in-law, sister-in-law, brother-in-law, daughter-in-law, stepmother or stepfather and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (q) "Night Shift" means the shift worked between the hours of 12:00 Midnight and 8:00 A.M.

- (r) "Probation" means a period of up to twelve (12) months from the day upon which an employee is first **appointed to or** promoted to a position with the Employer.
- (s) "Rates of Pay" are defined as follows:
- (i) Weekly rate of pay" means an employee annual salary divided by **52.176**;
 - (ii) 'daily rate of pay" means an **employee's** weekly rate of pay divided by five (**5**);
 - (iii) 'hourly rate of pay" means an employees daily rate of pay divided by his regular scheduled daily hours of work.
- (t) "Seniority" shall be defined as length, In **years** of continuous **service** with the **Employer**;
- (u) 'Special Project **Casual**" means a casual hired specifically **for** employment for a short term project that is funded solely or jointly by an **outside** agency. Terms and conditions are as stated in Article **16 Casual Employees**.
- (v) 'Supervisor" means a member of the **Bargaining Unit** who has been assigned supervisory duties;

(w) **"Union" means** the Public Service Alliance of Canada as represented by the Union of Northern Workers.

(x) **"May" shall be regarded** as permissive. **"Shall" and "Will"** as Imperative and **"Should"** as informative only.

2.02 Where the masculine gender is used, It shall be considered to include the female gender, unless any provision of this agreement otherwise specifies.

ARTICLE 3 - RECOGNITION

3.01 The Employer hereby recognizes the Union as the exclusive bargaining agent for all employees.

3.02 Nothing in this Agreement shall be construed to require the Employer to do anything contrary to any Act of the Northwest Territories.

3.03 The Bargaining Unit is entitled to the equivalent of one working hour per month during regularly scheduled work hours for meetings, non-accumulative, and that the Union shall hold their meetings commencing at a time mutually agreed upon with the Employer.

ARTICLE 4 - DISCRIMINATION

- 4.01** The Employer and the Union agree that there shall be no ~~discrimination, restriction,~~ Interference, harassment, or coercion exercised or ~~practiced~~ with respect to any employee's pay and employment conditions by reasons of age, sex, race, marital status, creed, colour, national ~~origin,~~ political or religious ~~affiliation,~~ nor by reason of Union ~~membership~~ or activity, nor by exercising their rights under this Collective Agreement.

ARTICLE 5 - APPLICATION

- 5.01** The provisions of this ~~agreement~~ ~~apply~~ to the Union, the employees and the ~~Employer~~.

ARTICLE 6 - SECURITY OF THE AGREEMENT

Future Legislation

- 6.01** In the event that any law passed by Parliament or the NWT Legislative Assembly, renders null and void or alters any ~~provision~~ of this Agreement, the ~~remaining provisions~~ of the Agreement shall remain in effect for the term of ~~the~~ Agreement. When this occurs the Collective Agreement shall be reopened upon the request of either party and negotiations shall commence ~~with~~ a view to finding an appropriate

substitute of **equal** value for the annulled or altered **provision**. Any dispute **arising from** such negotiations may be referred to arbitration by either party.

Conflict of Provisions

- 6.02** Where there is any conflict between the provisions of this agreement and any regulation, direction or other Instrument dealing with **terms** and **conditions** of employment issued by the **Employer**, the provisions of this agreement shall **prevail**.

ARTICLE 7 - STRIKES AND LOCKOUTS

- 7.01** There shall be no **lockout** by the Employer and no **interruption** or **impeding** of work, work stoppage, strike, **shutdown**, slowdown, or any other **interference with production** by any employee or employees during the **life** of this Agreement.

ARTICLE 8 - MANAGERIAL RESPONSIBILITIES

- 8.01** Management shall exercise its rights in a manner that is fair, reasonable and consistent with the terms of this agreement.

ARTICLE 9 - OUTSIDE EMPLOYMENT

- 9.01 No employee shall carry on a business or any other form of employment without written consent of the Senior Administrative Officer. Such consent shall not be unreasonably denied.

ARTICLE 10 - EMPLOYEE DIRECTIVES

- 10 The Employer shall provide the Union with a copy of all directives.

ARTICLE 11 - UNION ACCESS TO EMPLOYER PREMISES

- 11.01 Upon reasonable notification the Employer shall permit access to its work premises of an accredited representative of the Union. Permission to enter the Employer's premises shall not be unreasonably denied.
- 11.02 The Employer acknowledges the right of the Union to appoint employees as representatives.
- 11.03 The Union shall provide the Employer with written notification of names of all Union Representatives as soon as possible.

ARTICLE 12 - TIME OFF FOR UNION BUSINESS

12.01 Arbitration Hearing (Grievance)

- (1) The Employer will grant leave with pay to an employee who is a party to the grievance which is before an Arbitration Board.

Employee who acts as a Representative

- (2) The Employer may grant leave with pay to the representative of an employee who is a party to the grievance. Such leave shall not unreasonably be denied.

Employee called as a Witness

- (3) The Employer may grant leave with pay to a witness called by an employee who is a party to the grievance. Such leave shall not unreasonably be denied.

- 12.02** Where an employee and his representative are involved in the process of his grievance and where operational requirements permit, he or they shall be granted reasonable time off.

12.03 Contract Negotiations Meetings

The Employer will grant leave with pay for **two** (2) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

12.04 Preparatory Contract Negotiations Meetings

When operational requirements permit, the Employer will grant leave with pay to employees to attend a **reasonable** number of preparatory negotiation meetings.

12.05 Meetings Between Union Representatives and Management

When operational requirements permit, the Employer will grant time off with pay to **two** (2) employees who are meeting with management on **half** of the Union.

12.06 Employee Organization Executive Council Meetings, Congress and Conventions

When operational requirements permit, the Employer will grant reasonable leave without pay to a **maximum** of **two** employees to attend executive council meetings and conventions of the Alliance, **the** Union of Northern Workers, the Canadian Labour Congress and the NWT Federation of **Labour**.

12.07 Representatives Training Course

When operational requirements permit, the Employer will grant reasonable leave without pay to employees who exercise the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative.

12.08 Time Off for Representatives

- (1) A Representative shall obtain the permission of his immediate supervisor before leaving his work to investigate a grievance, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.
- (2) The Representative shall make every reasonable effort to report back to his supervisor before resuming his normal duties.

12.09 When operational requirements permit, and upon reasonable notice, the Employer will grant leave without pay for one (1) employee:

- (a) to participate as a delegate to constitutional conferences or other similar forums mandated by Federal or Territorial legislation: and

- (b) to present briefs to ~~commissions~~, boards and hearings that ~~are~~ mandated by **Territorial legislation** or the Federal Government.
- 12.10** An employee ~~elected~~ as **President, First Vice President, Second Vice President, or Regional Vice President** shall be granted leave of absence without pay, or benefits *for* the term of **office**.
- 12.11** When the Union Leave ~~Without Pay~~ is granted under this Article, the **Employer will**, upon **advice from** the Union, continue to pay employees their applicable **salary** and benefits during such leave. Upon invoice by the Employer, the Union **will** reimburse the Employer for the amounts so paid, within thirty (30) days of the invoice date.

ARTICLE 13 - CHECK OFF

- 13.01** ~~Effective~~ the first of the month ~~following~~ the **signing** of this Agreement, the Employer **will**, as a **condition** of employment, deduct an amount equal to the amount of membership fees from the pay of all employees in the Bargaining Unit.
- 13.02** The Union shall **inform** the **Employer** in writing of the authorized deduction to **be** checked off for each employee within the Bargaining Unit.

- 13.03** For the purpose of applying Clause **13.01**, deductions from pay for each employee will occur on a biweekly basis.
- 13.04** From the date of signing and for the duration of this Agreement no employee organization, other than the Union, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 13.05** The amounts deducted in accordance with Clause **13.01** shall be remitted to the Comptroller of the Alliance, **233 Gilmour Street, Ottawa, Ontario, K2P 0P1**, by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 13.06** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the Employer.
- 13.07** The Employer agrees to identify annually on each employee's T-4 slip the total amount of membership fees deducted for the preceding year.

ARTICLE 14 - INFORMATION

- 14.0 The Employer shall provide the Union with a copy of the Collective Agreement, including the classification, rate of pay, social insurance number of all employees employed by the Employer.
- 14.02 The Employer shall advise which employees have been struck off or transferred in any year who have been struck off strength during the year reported.
- 14.03 The Employer shall provide listings for employees who are normally full-time (including seasonal employees) or part-time employees who are normally scheduled to work less than full time, that are part-time regular employees, five days per week.
- 14.04 The Employer shall provide each employee with a copy of the Collective Agreement.
- 14.05 The Employer shall provide to employees at the cost of printing and distribution of the Collective Agreement. The Union shall provide a copy of the booklet.

**ARTICLE 15 - PROVISION OF BULLETIN BOARD
SPACE AND OTHER FACILITIES**

- 15.01 Upon request the Employer shall **provide** bulletin board **space** in each **location** clearly **identified** for exclusive **Union** use for the posting of **notices** pertaining to elections, appointments, **meeting** dates, news **items** and social and **recreational** affairs.
- 15.02 Upon reasonable notice and when the **space is available** the Employer shall make **available** to the members of the **Bargaining** Unit a suitable meeting room for monthly meetings.

ARTICLE 16 - CASUAL EMPLOYEES

- 16.01 A Casual employee is entitled **to** four percent (4%) holiday pay.
- 16.02 If a casual employee exceeds 960 hours of work with any one **department he/she** shall be entitled to:
- (a) sick leave benefits **retro** active to their start of employment;
 - (b) **at their 961st hour of employment.**

- 16.03** In the case of a designated paid holiday proclaimed by the Town, a casual employee must have been an employee for thirty consecutive working days immediately prior to the designated holiday, and have worked the scheduled day before and the scheduled day after the designated holiday.
- 16.04** Casual employees are subject to lay-off by their Employer according to the following conditions:
- (a) casuals with zero to three months employment with the Town shall be given one (1) day's notice for each week worked;
 - (b) casuals with three to six months employment with the Town shall be given one (1) week's notice;
 - (c) casuals with six or more months of continuous service with the Town shall be given two (2) week's notice.

Special Project Casuals

- 16.05** The Employer shall establish the rate of pay for special project casuals in accordance with funding;

16.06 Special project casuals shall be exempt from the following Articles of the Collective Agreement:

- (a) Article 12 Union Leave
- (b) Article 16.04 Lay Off Provisions for Casual Employees
- (c) Article 20 Vacation Leave
- (d) Article 21 Winter Leave
- (e) Article 22 Maternity Leave
- (f) Article 24 Education Leave
- (g) Article 25 Sick Leave
- (h) Article 38 Group RRSP
- (i) Article 39 Insurance
- (j) Article 40 Classification
- (k) Article 41 Technological Change
- (l) Article 45 Severance Pay
- (m) Article 46 Resignation

ARTICLE 17 - PROBATION

- 17.01** All new employees or promoted employees are subject to a ~~six (6)~~ month probation period that may be extended for a further ~~six (6)~~ months upon documentation submitted by the ~~employee's~~ immediate supervisor recommending to the Senior ~~Administrative~~ Officer that the probation is to be **extended**.
- 17.02** ~~Employees~~ in their probationary period, who are to be terminated, may be entitled to two (2) weeks notice,

ARTICLE 18 - EMPLOYEE FILES AND REVIEW

18.01 Employee Files

- (1) A personnel file shall be kept on all ~~employees~~. Employee's files, other than those ~~employees~~ whose employment duties are ~~carried~~ out at the Northern Lights Special Care Home, shall be located in the ~~Town~~ Hall.
- (2) ~~Employees~~ whose ~~employment~~ duties are ~~carried out~~ at the Northern Lights Special Care Home shall have their ~~personnel~~ file kept there.

- (3) Upon request by, an employee, this file shall be made available for examination and copying by the employee or their authorized Union representative. An authorized representative of the town shall be present.
- (4) The Employer agrees not to introduce as evidence in the case of **promotional opportunities or disciplinary action** any document from the **file** of an employee, the existence of which the employee was not made aware of, by the provision of a copy thereof at the time of filing **or within reasonable time** thereafter.

18.02 Each employee shall have two (2) evaluations in **his/her first** year of employment, such evaluations to be kept on **his/her personnel file**, the first is due to following six (6) months of employment, the second at the employee's anniversary date.

18.03 When a formal evaluation of an employee's performance is made, the **employee** concerned shall be given an opportunity to **discuss** the evaluation and **shall** be provided with the evaluation for review. The employee **shall** be allowed **forty-eight (48)** hours to review **his/her** evaluation and **shall** be given the opportunity to provide written comments on the evaluation **or** an attached letter in question to indicate that its **contents** have been read and understood.

- 18.04** An evaluation, of a Seasonal Employees performance will be completed in the final month of every season's employment.
- 18.05** In the event that an employee is to be given a letter of warning or reprimand, such document shall be hand delivered, or sent by registered mail, to that employee.
- 18.06** Any document or Mitten statement related to disciplinary action, which may have been placed on the Personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action of a similar nature has been recorded during this period.

ARTICLE 19 - STATE — OF DUTIES

- 19.01** When an employee is first engaged or when an employee is first reassigned to another position, the Employer shall, before the employee is assigned to that position provide the employee with a statement of duties for that position.

ARTICLE 20 - VACATION LEAVE

- 20.01** An employee who has earned at least ten (10) days pays for each calendar month of a fiscal year shall earn vacation leave at the following rates:

- (a) one point five (**1.5**) days each month until the month in which the anniversary of the third year (**3rd**) year of continuous service is completed (**18 days**);
- (b) one point nine two (**1.92**) days each month commencing in the month after **completion** of three (3) years of continuous **service** and ending in the month that eight (8) years of continuous employment is **completed (23 days)**;
- (c) ~~two~~ point two five (**2.25**) days each month commencing in the month after completion of eight (8) years of **continuous** service and ending in the month that fifteen (15) years of continuous employment is **completed (27 days)**;
- (d) two point three three three (**2.333**) **days** each month commencing in the **month** after completion of fifteen (15) years of continuous service (28 days).

20.02 Annual leave shall not **be carried** over for more than **one (1)** year. Any credits **remaining will be** liquidated in cash at that time.

20.03 Annual leave cannot be liquidated in cash in the same year that it was earned.

- 20.04** An Employee's application for vacation leave shall be responded to within fourteen days of receipt.

ARTICLE 21 - WINTER LEAVE

- 21.01** Two (2) additional days of leave will be granted to all employees, provided that said leave is taken during the period October 1 to March 31 provided they liquidate a minimum of five days annual leave for each day of "winter leave" used.

ARTICLE 22 - SPECIAL LEAVE/CIVIC LEAVE/OTHER LEAVE

- 22.01** An employee shall accumulate five (5) special leave days per year to a maximum of twenty-five days. An employee may be advanced special leave credits as per Clause **22.02** if required. If an employee who has been advanced special leave credits in excess of the number earned, leaves the Town's employ, necessary adjustments to recover the amount advanced will be made to the final salary payment.

22.02 Employees are entitled to **approval** of special leave **with** pay for a period of up to five (5) **consecutive working days for items a) b) c) d) f)** and three (3) **consecutive** working days for item **e)**:

- (a) when there is a death in the employee's immediate family;
- (b) when an employee is to be married;
- (c) where a member of the immediate family becomes **ill** (not including childbirth) or the employee is **required** to care for **his/her** dependants or for the sick person;
- (d) where a member of **the** immediate **family** **residing** out of town becomes seriously **ill**;
- (e) paternity leave, Immediately following the employee's spouse giving birth;
- (f) where special circumstances not directly attributable to the employee prevent **his/her** reporting to duty, Including;
 - (i) serious househaid or domestic emergencies;
 - (ii) a general transportation tie-up caused by weather if the employee makes ever reasonable effort to report for duty;

- (iii) **serious community emergencies** where the employee ~~is~~ required to render assistance;
 - (g) for other purposes of a special or unusual nature that is approved by the Employer.
- 22.03** **Special Leave** in excess of five (5) consecutive working days or if an advance of credits is required may be approved by the Employer. Such approval shall not be unreasonably denied.
- 22.04** Employees shall be granted Special Leave with pay for time lost through quarantine when the employee provides the Employer with a medical certificate to that effect.
- 22.05** An employee may make written application to the Employer, requesting leave without pay for a period of time no greater than one (1) year. A reply shall be given in writing to the employee within one month of application. Upon completion of leave without pay, the employee is entitled to their prior position and current pay scale.
- 22.06** An employee requesting Civic Leave must submit written request to the Employer.

- (1) Civic Leave may be approved under the following circumstances if an **employee** ~~elect~~**ed**/appointed to a Board or **Executive** of the following:
 - (a) Band Council Meeting/Assembly;
 - (b) **Metis** Association Meeting/Assembly;
 - (c) Education Society Meeting;
 - (d) Any GNWT Board;
 - (e) Community Service Group **Meeting/Activity**.
- (2) **Civic** leave will be granted without pay if the honorarium the **employee** receives is greater or equal to his/her daily rate of pay.
- (3) **If** an **employee** ~~is~~ on civic leave with pay they will not accept any honorarium other than travel related expenses.
- (4) **Civic** leave will be limited to ten (10) days per fiscal year per **employee**. Civic leave days are **not earned** or **carried** over to the next year.

Other Leave

22.07 **Employees** who compete as athletes or are **officially** designated as coaches or managers for the Arctic **Winter** Games, Canada Summer Games and the Canada Winter Games may be

granted time off **with** pay up **to** a maximum of eight working days per year to attend preliminary trials and any one session of the Games: **and/or**

- (a) employees who are participants in a Canadian, National or International Recreation or Cultural Event, may be granted time off with pay up to a maximum of eight working days per year to attend the events;
- (b) employees needing additional time off to take part in the **Games** either must use annual leave or apply for leave without pay;
- (c) other leave days are not earned or carried over to the next year;
- (d) leave to be approved by the Employer.

Court Leave

22.08 Leave of absence **with** pay, less any payment **received** by the employee from the Court, shall be given to every employee, who is required:

- (a) to **serve** on a jury and the jury selection process; or
- (b) by subpoena **or** summons to attend as a witness in any proceeding **held**:

- (i) in or under the authority of a court of justice or before a grand jury;
- (ii) before a court, judge, magistrate, or coroner;
- (iii) before the Senate or House of Commons, or a committee of the Senate or House of Commons, other than in the performance of the duties of his/her position;
- (iv) before the Executive Council or Legislative Assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

ARTICLE 23 - MATERNITY LEAVE OPTION

Maternity Leave

23.01 Notification of Leave

Each employee shall be notified of the expected date of birth of a pregnancy at least

seventeen (17) weeks In advance of the termination of her pregnancy and, may, eleven (11) weeks before the expected date of the termination of her pregnancy be granted leave without pay for a period ending not later than twenty-six (26) weeks after the date of the termination of her pregnancy.

- 23.02** Upon written request from the employee the Employer may:
- (a) defer the commencement of maternity leave and/or
 - (b) terminate it earlier than the allowed twenty-six (26) weeks after termination of the pregnancy.
- 23.03** Maternity leave shall only be granted to an employee after six (6) months continuous employment.
- 23.04** Leave granted under this article shall be counted as "continuous employment".
- 23.05** Maternity leave benefits will consist of the following:
- (a) up to a maximum of seventeen (17) weeks pay equivalent to ninety-three percent (93%) of the employees weekly rate of pay (prorated for part-time employees);

- (b) ninety-three percent (93%) shall consist of the employees weekly rate less EI Maternity Benefits for a period of fifteen (15) weeks. The Employer shall pay two weeks at ninety-three percent (93%) of the weekly rate of pay to bring the Maternity Leave to a total of seventeen weeks;
- (c) during the time that an employee is on Maternity Leave she may choose to maintain her RRSP, Medical Plan and Dental Plan. The Town shall contribute its share of the benefits as if the employee were not on leave.

23.06 An employee taking Maternity Leave shall sign an agreement with the Employer stating:

- (a) that she will return to work and remain in the Employer's employ for a period of least six (6) months after her return to work;
- (b) that she will return to work on the date of the expiration of her maternity leave, unless this date is modified with the Employer's consent.

23.07 Should the employee fail to return to work except by reason of death or disability, the employee recognizes that she is indebted to the Employer for the amount received a Maternity Leave Benefits. Should the employee not return for the full six (6) months, the employee's

indebtedness shall be reduced on a prorated basis according to the number of months for which she received pay.

Adoption Leave

- 23.08** An employee who intends to request adoption leave shall make every effort to provide reasonable notice to the Employer, but in any event shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardian and custody papers have been drawn. Upon application the employee shall be granted adoption leave of up to **twenty-six (26)** weeks, commencing on the date of the acceptance of custody of an adopted child who is below the age of six years.
- 23.09** Adoption leave shall be subject to the conditions contained in **Article 23.02 (b), 23.03, 23.04, 23.05, 23.06** and **23.07**.
- 23.10** Adoption leave shall be made available to both male and female employees.
- 23.11** Adoption leave utilized by an employee couple in conjunction with the adoption of a child shall not exceed a total of **twenty-six (26)** weeks for both employees combined.

ARTICLE 24 - EDUCATIONAL LEAVE

- 24.01** The Employer shall pay all expenses for job related courses, seminars and conferences upon the recommendation of their immediate supervisor and approval of the Employer.
- 24.02** Where an employee enters into a correspondence course, with the approval of the Senior Administrative Officer or Administrator as to the relevance to the employee's present or future job requirements, and where the employee is not required to be absent from regular duties in order to complete such course, on production of proof of successful completion of such course, the employee shall be reimbursed the full cost of such course.
- 24.03** Special Leave shall be granted for education purposes as stated in Article 24.01.

ARTICLE 25 - SICK LEAVE

- 25.01** An employee shall earn sick leave at the rate one and one quarter (1 1/4) days for each calendar month for which he receives pay for at least ten (10) days.

- 25.02** An employee is required to produce a **certificate** from a **qualified** medical practitioner certifying that **he/she** is unable to carry out **his** duties due to illness for sick leave in **excess** of **three (3)** consecutive days.
- 25.03** An employee may be advanced sick leave credits of up to **15** days if required. If an employee who has been advanced sick leave credits in **excess** of the number earned, leaves the Town's employ, **necessary adjustments** to recover the amount advanced **will** be made to the final **salary** payment.
- 25.04** Upon **termination** of employment, the employee shall receive one (1) days pay for every ten (10) days of accumulated sick leave to a maximum of ten days.
- 25.05** Unused sick leave credits shall be **carried forward** every year.
- 25.06** Any employee on Short or Long Term Disability shall have **his/her** job **reserved** for one year **without** pay. Upon completion of one year, a **medical** opinion shall be obtained and the employee shall:
- (a) resign: or
 - (b) be reinstated to **their** prior **position** and current pay **scale**; or

- (c) if medical opinion requires ~~it~~, ~~negotiate~~ an extension of up to one ~~additional~~ year.

25.07 Any employee affected by Article ~~25.06~~ or ~~22.05~~ shall have the ~~choice~~ to maintain the ~~RRSP~~, ~~Medical~~ and Dental Plans; the Town shall contribute ~~It's~~ share of the ~~benefits~~ as ~~If~~ the employee were not on leave without pay.

25.08 Injury on Duty Leave

- (1) An employee shall ~~be~~ granted Injury-on-duty leave with pay to a ~~maximum~~ of ~~sick~~ leave credits ~~he/she~~ has ~~accumulated~~ or been advanced, where ~~It~~ is determined by Worker's Compensation Board that ~~he/she~~ is unable to perform ~~his/her~~ duties because of:
- (a) personal injury accidentally received in the performance of ~~his/her~~ duties and not caused by the employee's wilful misconduct; or
 - (b) sickness resulting ~~from~~ the nature of ~~his/her~~ employment.
- (2) ~~The employee~~ agrees ~~to~~ pay the Town, any amount received by ~~him/her~~ from the Worker's Compensation Board for the loss of wages in settlement of any claim ~~he/she~~ may have in respect of such injury.

- (3) While the employee and Employer are awaiting the decision of the Worker's Compensation Board as to the compensability of the injury, the employee shall use his/her sick leave credits. If the injury is not compensable, there shall be no return of sick leave credits used by the employee. If the injury is compensable, the Employer shall, upon receipt of such compensation paid by the Worker's Compensation Board to the employee, credit the employee with the sick leave credits used.
- (4) The appropriate rate of injury on duty leave after an award by the Worker's Compensation Board shall be equal to the difference between the employee's regular wages and the compensation received from the Worker's Compensation Board, Example: if two thirds of the employee's regular wage is received from the WCB, the amount of leave liquidated for one day's injury on duty leave shall be one third day.

ARTICLE 25 - HEALTH AND SAFETY

26.01 The Union and the Employer shall follow the Northwest Territories Safety Act.

26.02 Right to Refuse

- (1) An employee shall have the right to refuse to work in dangerous situations.

- (2) An **employee** may refuse to do any **particular act or series** of acts at work which he has reasonable grounds to believe are dangerous to his health or safety or the health or safety of any other person at the place of employment **until** sufficient steps have been taken to **satisfy him** otherwise, or until the **NWT Safety Officer** or his designated **representative** has investigated the matter and **advised** him otherwise.
- (3) No loss of wages or discriminatory **action** shall be taken against any worker by reason of the **fact** that he exercised the right conferred upon him in this section. No other employee shall be **assigned** to use or **operate** any machine, device, material or **thing** or perform any part of the work which is **being** investigated pending resolution of **the situation**.

26.03 Occupational Health Examination

- (1) Where the Employer requires an employee to **undergo** an occupational health **examination** by a **qualified** practitioner, chosen by the employee, the examination will be conducted at no expense to the employee.
- (2) An employee shall be granted leave **with** pay to attend the examination and the Employer shall assume the cost of any travel expense.

- (3) All occupational health information forms and records transmitted or used in connection with these occupational health examinations will be conveyed to the employee involved and maintained in a medical confidential status and retained within the medical community. The employee shall provide a copy of the Medical Certificate to the Employer.
- 26.04 The Employer shall identify in writing, new or presently used chemicals, substances or equipment present in the work area including hazards or suspected hazards, precautions and antidotes or procedures to be followed following exposure.
- 26.05 The Employer shall make available to employees an updated copy of applicable health and safety legislation and regulations and Employer's Policies and Standards such as:
- (a) the Handbook of Occupational Health and Safety;
 - (b) the Territorial Safety Act and General Safety Regulations.

ARTICLE 27 - DESIGNATED HOLIDAYS

- 27.01 The following are Designated Paid Holidays:
- (a) New Years Day;

- (b) Good Friday;
- (c) Easter Monday;
- (d) Sovereign's Birthday;
- (e) Canada Day;
- (9) The First Monday In August;
- (g) Labour Day;
- (h) Thanksgiving Day;
- (i) Remembrance Day;
- (l) Christmas Day;
- (k) Boxing Day;
- (l) Any period as proclaimed by the Council as a Civic Holiday.

27.02 Work on a Designated Paid Holiday

- (1) In addition to receiving their regular days pay, employees having to work on a designated holiday shall have the choice of having one and one half (1.5) days added to their vacation leave in lieu of receiving overtime or being paid overtime at one and one-half times for the hours worked.

- (2) When a day designated as a holiday coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day after his/her day of rest whenever work requirements permit. If the designated holiday is not taken within a two-week period, the designated holiday will be added to their vacation leave so that it shall be taken at a later date.
- (3) Where a day that is designated as a holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

27.03 The benefits in **27.02(1)** do not apply to employees on a rotating shift basis. They shall receive compensation of one day's pay in accordance with the *Labour Standards Act*.

ARTICLE 28 - TRAVEL ON BEHALF OF EMPLOYER

28.01 Travel

- (1) An employee using a private vehicle, shall be paid forty-two (42) cents per kilometre travelled within the NWT and thirty-five (35) cents per kilometre travelled outside the NWT.
- (2) An **employee** using a private vehicle for their

own convenience while travelling on Employer business, shall be paid thirteen (.13) cents per kilometre;

- (3) It is understood that the use of any privately owned vehicle requires the prior approval of the Employer. The Employer may request proof of adequate insurance coverage before approving the use of private vehicles.

28.02 Meal Allowance

- (1) Any employee travelling on Employer business shall receive a meal allowance of:

Breakfast	\$11.00
Lunch	\$10.00
Dinner	\$29.00
Incidentals	<u>\$ 6.00</u>
	\$56.00

- (2) No receipts are necessary for meals or incidentals. No amounts in excess of the above may be claimed by an employee.
- (3) An employee, who is about to travel on Employer business, may request a travel advance. The request for an advance shall be made at least three (3) working days prior to the travel.
- (4) Where an employee travelling on Employer business requires overnight accommodations,

and requests that he/she be permitted to stay in private lodgings. The Employer may approve such a request, in which event a payment of fifteen (\$15.00) per night shall be paid to the employee.

ARTICLE 29 - PAY

- 29.01** Employees shall be paid on a bi-weekly basis.
- 29.02** Employees are entitled to be paid for services rendered in accordance with the provisions of this agreement.

Acting Pay

- 29.03** When Authorized by the Senior Administrative Officer, acting pay shall be paid:
- (1)** After two (2) completed consecutive days of an employee acting in a higher position, the employee shall be paid acting pay retroactive to the commencement of the first day in which the employee was acting in a higher position;
 - (2)** For periods less than two (2) days, employees shall receive a \$20.00 per day special allowance for each full day that the employee was required to perform the duties of a higher position.
- 29.04** Acting Pay being the first step of the pay level of the employee being replaced, or an amount

equal to the difference between steps one and two of the pay level of the employee being replaced, **whichever** is the greater.

Salary Increases

- 29.05** The Town agrees to pay the negotiated salary increases to every **employee** not later than thirty **(30)** calendar days **following** the date that this **Agreement** is signed and on the **first** pay day **after** any subsequent salary increases become effective.
- 29.06** Subject to Article 18, annual salary increments as set out in Appendix A shall be **effective** on an employee's anniversary date.
- 29.07** "Wage Bonus" shall be defined as a two-step increase. Subject to Council's approval, a Wage Bonus may be granted **upon** an outstanding performance **appraisal**. A Wage Bonus can be no higher than Step **6**.

Responsibility Pay

- 29.08** When an employee is designated in **charge**, on any shift in circumstances which place upon the **employee's** responsibilities **greater** than those **ordinarily** assumed, except for **extraordinary** circumstances this will be Evening and **Night Shifts** only, such employees shall be paid an **additional** allowance of one dollar and forty cents (\$1.40) per hour.

ARTICLE 50 - HOURS OF WORK

30.01 The normal hours of work for the office staff and Staff and Home staff, with the exception of the Administrator are seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week. Total: 1950 per year.

30.02 The normal hours of work for all other employees are eight (8) hours per day and forty (40) hours per week. Total: 2080 per year.

30.03 Breaks

- (1) **All employees, not engaged on rotating shifts, are entitled to a one (1) hour (unpaid) lunch period to be scheduled as close to midday as possible, and two (2) rest periods of fifteen (15) minutes, one to commence on or about mid-morning and the second commencing on or about mid-afternoon.**
- (2) Where operational requirements permit, employees engaged on a rotating shift basis may have two (2) rest periods as per 30.03(1).
- (3) **Employees engaged on a rotating shift basis shall have a specified meal period of one-half (½) hour scheduled as close as possible to the mid-point of the shift. It is recognized that the meal period may be staggered.**

31.01 Definitions in this Article:

- (a) "overtime" means ~~work~~ performed by an employee In excess or outside of his regularly scheduled ~~hours of~~ work;
- (b) "~~time~~ and one-half" means one and one-half the straight time rate;
- (c) "double ~~time~~" means ~~twice~~ the straight time.

31.02 Authorization

- (1) All overtime shall be authorized by the Employer.
- (2) The employee does not ~~control the~~ duration of the overtime work.

31.03 Employees shall record starting and finishing times of ~~overtime~~ worked on a form ~~provided~~ by the Employer.

31.04 Overtime work shall be compensated as follows:

- (a) at ~~time~~ and one ~~half for the first~~ four hours worked, with a minimum payment of one (1) hour:

- (b) at double time for all hours worked after the first four (4) consecutive hours of overtime.
 - (c) double time for all hours worked on the second or subsequent day of rest, provided the employee worked on the first day of rest, and that the days of rest are consecutive.
- 31.05 An employee working overtime as described in Article 30 and 31 may choose to take time off in lieu for the overtime worked. The banking of such time in lieu for the overtime shall be a maximum of ten (10) days per fiscal year. Hours owing to an employee at the end of the fiscal year shall be paid out in cash.
- 31.06 An employee may, for cause, refuse to work overtime provided that he places his refusal in writing.

ARTICLE 32 - SHIFT WORK FOR SPECIAL CARE HOME

- 32.01 The Employer shall set up a master shift schedule, and post it ten (10) working days in advance.
- 32.02 Provided sufficient notice is given, and with the approval of the immediate supervisor, and provided there is no additional cost to the Employer, employees may exchange shifts if

the exchange is with a person of equivalent qualifications and/or experience. At no time shall there be a shift that is comprised of all casual employees of less than six (6) month's experience at Northern Lights Special Care Home.

ARTICLE 33 - SHIFT AI

33.01 An employee required to work shift work on Day, Morning or Night Shift will be entitled to:

Evening Shift: \$ 1.25 per hour
Night Shift: \$ 1.25 per hour

ARTICLE 34 - CALL BACK PAY

34.01 When an employee is recalled to a place of work for a specific duty, he shall be paid the following:

(a) **Compensation** at the appropriate overtime rate

(b) If an employee is equivalent to four (4) hours of duty at the straight time rate.

34.02 It is intended that the provisions in 34.01(a) and (b) shall apply only once in any twenty-four (24) hours if an employee is recalled to a place of work for a specific duty,

for a second or subsequent time, within the same twenty-four (24) hour period, he/she shall be paid at the appropriate overtime rate for the hours worked.

ARTICLE 35 - REGISTERED RETIREMENT SAVINGS PLAN

35.01 The Town of Fort Smith shall maintain a Group Registered Retirement Savings Plan with Investors Syndicate Ltd. on behalf of the employees. This plan will be on a compulsory basis and, in addition to the employee's contributions, the Town shall contribute a matching amount of between two percent (2%) and six percent (6%) on the basis of salary or \$1,500.00, whichever is the lesser amount. The employee would draw a percentage of the Town's contributions as follows:

- (a) Upon completion of 1 year participation in the plan 14%
- (b) Upon completion of 2 years participation in the plan 28%
- (c) Upon completion of 3 years participation in the plan 42%
- (d) Upon completion of 4 years participation in the plan 56%
- (e) Upon completion of 5 years participation in the plan 70%
- (f) Upon completion of 6 years participation in the plan 84%

- (g) Upon completion of 7 years participation in the plan 98%
- (h) Upon completion of 8 or more years participation in the plan 100%

35.02 Employees terminating their term of employment with the Town shall have the above G.R.R.S.P. benefit prorated to the day of their termination.

35.03 The Town shall be responsible for all administration charges relating to the Group Registered Retirement Saving Plan.

35.04 Any employee participating in this Group Registered Retirement Savings Plan shall be allowed the option to purchase back time at the rate stated within the plan and the Town will match these payments in order to provide a meaningful retirement income for those of their employees who wish to exercise such an option. This applies only to employees who were employed with the Town of Fort Smith prior to when the Plan came into effect (June, 1980).

35.05 The Town shall act upon a written request for a back time purchase, within one month of the request

ARTICLE 36 - INSURANCE PLAN

36.01 If Employer shall enter into a Health Insurance Plan outlined in the proposal from the Town of the nonthly contribution of fifty percent (50%) of the nonthly

ARTICLE 37 - CLASSIFICATION

37.01 During the term of this contract, if a new or revised classification is established by the Employer, the Employer shall before negotiating the new or revised classification, negotiate with the Union the effect of pay rules on the pay of employees affected. If the Employer fails to reach an agreement within (30) days from the date the Employer submits the new or revised classification to the Union, the Employer may apply the new rate of pay and classification matter to arbitration. The new classification will be retroactive to the date of application of the new

37.02 If an employee believes that he has been incorrectly classified with respect to his grade, and he desires immediate classification with respect to his duties, he shall submit a copy of his

ARTICLE 38 - TECHNOLOGICAL CHANGE

- 38.01 The parties recognize the need to address and appropriate technological change and improvements.
- 38.02 In the event that the Town proposes to introduce any change in the employment status of the employees, the Town will provide advance notice to the Union and the employees of such change. The Union will be the party responsible with the Town of addressing the related problems and to minimize any negative effects.
- 38.03 If it is determined that the Town introduces a technological change which requires additional training or skill in the performance of their duties then the Town will provide the necessary training.

ARTICLE 39 - ADJUSTMENT OF DISPUTES

- 39.01 The Employer and the Union recognize that grievances may arise from the following circumstances:

- (a) by the **Interpretation** or application of this Agreement;
- (b) a **direction** or other instrument issued by the Employer **dealing** with the terms and conditions of employment;
- (c) a **provision** of this Agreement;
- (d) a **disciplinary** action;
- (e) letters of reprimand.

39.02 The **final** level of this procedure for letters of reprimands shall **be** the first level of the **process**.

39.03 **The final** level of all other **grievances** shall **be** Arbitration.

39.04 It is understood that any time frame **referred** to in this article may be amended by mutual written consent for the parties to the grievance.

39.05 In the event that a grievance arises the following procedure shall **be** used:

- (a) the aggrieved employee, his/her delegate or the Union shall first address the written grievance to the SAC for Employees of the Town, or for employees working at the Northern Lights Special Care Home, the Administrator of that facility;
- (b) the SAC or Administrator shall investigate the issue and respond in writing within fourteen days;
- (c) should the aggrieved employee or the Union find the decision or proposed resolution to be unsatisfactory, or where the time frame has not been adhered to, the grievance may be referred to Arbitration.

39.06 Arbitration

- (1) Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, and remains unresolved after exhausting the grievance procedure specified within clause 39.05, either party may notify the other party, in writing, within twenty-one (21) days of receipt of the reply form from the SAC or Administrator, of their intention to refer the matter to Arbitration.
- (2) The Employer and the Union agree that the outstanding grievance shall be heard by a sole Arbitrator.

- (3) The Employer and the Union agree that the Arbitrator shall issue a decision, signed by him/her, and shall issue a decision that shall be final and binding upon the parties, excepting only an error in law.
- (4) The Employer and the Union agree that the Arbitrator shall issue a decision, signed by him/her, and shall be conveyed to the parties within thirty (30) days of hearing the matter.
- (5) The Employer and the Union agree to each pay one half (½) of the remuneration and expenses of the Arbitrator and each party shall bear its own expenses of every such arbitration.
- (6) The Employer and the Union agree that the Arbitrator shall not have the authority to alter or amend any provision of the Agreement.
- (7) The Employer and the Union agree to establish a list of mutually agreed to Arbitrators which shall be appended to this Agreement by way of a Memorandum of Understanding.

39.07 Expedited Arbitration

The Employer and the Union agree that by mutual consent of the parties, an unresolved grievance may be referred to a previously agreed upon person who shall hear the

grievance and who shall at the conclusion of the hearing, **give an oral decision** without reasons. Such a **decision shall be final** and binding on the parties and no further action may be taken on that grievance.

ARTICLE 40 - DISCIPLINE

- 40.01** When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a representative of the Employer, the **employees shall be given twenty-four (24) hours** notice so that a representative of the Union may attend the meeting.
- 40.02** The Employer shall notify the affected employee of their right to have Union Representation.
- 40.03** When employees are to be suspended or discharged the **Employer shall notify** the employee in writing of the reasons for such suspension or discharge.
- 40.04** No employee shall be dismissed without first being given notice in writing together with the reasons therefore, in sufficient detail that the employee may defend himself.

- 40.05** This Article shall follow the provision of **Article 39, Adjustment of Disputes up to and including Arbitration,**

ARTICLE 11 - S AN PAY

Lay Offs

- 41.01** An employee who has one or more years of continuous employment and who is **laid** off is entitled to be **pald** Severance Pay at the time of lay off.
- 41.02** **In the case** of an employee who **is** laid off for the **first** time following the signing of this Agreement, the amount of Severance pay **shall** be **two (2) weeks** pay for the **first complete year** of **continuous** employment and **one (1) week's** pay for each succeeding complete year of continuous employment. The total amount of severance Pay **which may be pald** under this Clause shall not exceed **twenty-eight (28) weeks' pay.**
- 41.03** An employee who resigns after one (1) year of completed service is entitled to be **pald** **Severance Pay on resignation** in accordance **with the following formula:**

Completed Year of Service X Gross Weekly Rate of Pay on Resignation X Percentage Allocated to a Completed Year of Service as per Table 1.

Severance Pay		
Completed Year of Service	Percentage of Gross Weekly Pay	
One (1)	Ten Percent	10%
Two (2)	Twenty Percent	20%
Three (3)	Thirty Percent	30%
Four (4)	Forty Percent	40%
Five (5)	Fifty Percent	50%
Six (6)	Sixty Percent	60%
Seven (7)	Seventy Percent	70%
Eight (8)	Eighty Percent	80%
Nine (9)	Ninety Percent	90%
Ten (10) or More	One Hundred Percent	100%

Example:

8 years of service at \$ 500.00 per week/6 x 500 x 60% = \$ 1,800.00

ARTICLE 42 - LAY-OFF/RESIGNATION

42.01 Any full or part-time employee who is required to resign shall give written notice in writing to their immediate supervisor

42.02 Under no circumstances will an employee receive notice or salary in lieu of notice.

ARTICLE 43 - WORK CLOTHING AND PROTECTIVE EQUIPMENT

43.01 Where the following articles are required by the Workers Compensation Board/Safety Division, the Town shall:

- (a) supply new employees with articles of equipment as required;
- (b) supply employee moving to another department with the articles of equipment as required, that they do not possess at the time of moving;
- (c) replace the following articles of equipment as required when they are presented worn or damaged beyond repair by an employee, at no cost to the employee:
 - (i) coveralls;

- (ii) specialized **Gloves** (i.e., Welding, Rubber);
- (iii) hard hats;
- (iv) aprons;
- (v) **welding** goggles;
- (vi) dust protection equipment;
- (vii) eye protection equipment, except prescription lenses;
- (viii) ear protection equipment;
- (d) an annual **allowance, being the lesser** of the actual cost or one **hundred dollars (\$100.00)**, will be **provided**, upon receipt of proof of purchase to assist those employees whom Workers Compensation Board of the NWT Safety Ordinance deems to require safety footwear.

43.02 **Other** special equipment will be supplied as the requirements of the work demands at the discretion of the Senior Administrative Officer.

ARTICLE 44 - HARASSMENT

- 44.01** The Employer and the Union recognize that every employee has a right to freedom from harassment in the workplace.
- 44.02** When an employee has suffered harassment in the workplace, the **Employer**, with consultation from the Union will **investigate** the situation in accordance with the steps outlined in the Public Service Alliance of Canada Policy on Harassment.

ARTICLE 45 - LONG TERM SERVICE AWARDS

- 45.01** Subject to a satisfactory performance and with the approval of the Union, an **Officer** or **Senior Officer** who has been at step six (6) or the equivalent for at least (3) years shall be entitled to a long term employment award if he or she has worked for that every three (3) years thereafter shall be entitled to a long term employment award, subject to a satisfactory performance and approval of Senior Administrative **Officer**.

ARTICLE 46 - CIVIL LIABILITY

46.01 If an ~~action~~ or ~~proceeding~~ is brought against any employee or former employee covered by this agreement for an ~~alleged~~ tort committed by him/her in the performance of his/her duties, then:

- (a) the employee, upon being served with any legal process, ~~or~~ upon receipt of any action or ~~proceeding~~ as ~~hereinbefore~~ referred to, being commenced against him/her shall advise the ~~Senior~~ Administrative Officer of any such notification ~~or~~ legal process;
- (b) the Town shall pay any damages or costs ~~awarded~~ against any such employee in any such action or ~~proceedings~~ and all legal fees, ~~and/or~~;
- (c) the Town shall pay any sum required to be paid by ~~such employee~~ in connection with the settlement of any ~~claim~~ made against such employee if such settlement is approved by the Executive ~~Committee~~ before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute a gross ~~disregard or neglect of his/her duty~~ as an employee.
- (d) upon the employee notifying the Town in



accordance with paragraph (a) above, the Town shall appoint counsel. The Town accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed Counsel.

ARTICLE 47 - DURATION AND RENEWAL

- 47.01** The term of this Agreement shall be from October 1, 1998 until September 30, 2000.
- 47.02** The pay schedule contained in Appendix "A" shall apply from October 1, 1998.
- 47.03** Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 39, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective, or until the requirements of the *Canada Labour Code, Part I*, have been met.
- 47.04** Within four (4) months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement.
- 47.05** This Agreement may be amended by mutual consent.

47.06 The Employer and the Union agree that there are benefits to be derived from discussions between the parties, and to that end agree to discuss matters of common interest on an on-going basis.

APPENDIX "A" - RATES OF PAY

Effective October 1, 1998

LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
9	30,899	31,818	32,775	33,768	34,802	35,877
10	31,818	32,775	33,768	34,802	35,877	36,996
11	32,775	33,768	34,802	35,877	36,996	38,159
12	33,768		35,877	36,996	38,159	39,369
13	34,802	35,877	36,996	38,159	39,369	40,626
14	35,877	36,996	38,159	39,369	40,626	41,934
15	36,996	38,159	39,369	40,626	41,934	43,295
16	38,159	39,369	40,626	41,934	43,295	44,710
17	39,369	40,626	41,934	43,295	44,710	46,181
18	40,626	41,934	43,295	44,710	46,181	47,711
19	41,934	43,295	44,710	46,181	47,711	49,303
20	43,495	44,710	46,181	47,711	49,303	50,959
21	44,710	46,181	47,711	49,303	50,959	52,680
22	46,181	47,711	49,303	50,959	52,680	54,470
23	47,711	49,303	50,959	52,680	54,470	56,331
24	49,303	50,959	52,680	54,470	56,331	58,269

LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
25	50,959	52,680	54,470	56,331	58,269	60,282
26	52,680	54,470	56,331	58,269	60,282	62,376
27	54,470	56,331	58,269	60,282	62,376	64,555
28	56,331	58,269	60,282	62,376		66,820
29	58,269	60,282	62,376	64,555	66,820	69,176
30	60,282	62,376	64,555	66,820	69,176	71,626
31	62,376		66,820	69,176	71,626	74,174
32	64,555	66,820	69,176	71,626	74,174	76,824
33	66,820	69,176	71,626	74,174	76,824	79,581
34	69,176	71,626	74,174	76,824	79,581	82,447
35	71,626	74,174	76,824	79,581	82,447	85,428

<u>Classification</u>	<u>Level</u>	<u>Classification</u>	<u>Level</u>
Public Works Manager	29	Seasonal Equipment Operator	18
Accounting Supervisor	23	Water Plant Foreman	23
Accounting Clerk	19	Water Plant Operator III	20
Executive Secretary	17	Water Plant Operator II	18
Clerk/Receptionist	16	Water Plant Operator I	16
By-Law Officer	16	Water Plant Trainee	13
Recreation Facility Programmer	20	Administrative Assistant	17
Facility Maintainer III	17	Activity Coordinator	14
Facility Maintainer II	16	Maintenance Supervisor, N.L.	14
Facility Maintainer I	15	Food Services/Nutrition Manager	14
Public Works Foreman	21	Cook Relief	14
Equipment Operator	19	Dietary Aid	11
Labourer	12	Housekeeper	10
		Resident Care Aid	11

Signed this 16th day of October, 1998

On behalf of:

Town of Fort Smith

The Public Service Alliance
of Canada



Roy Scott
Senior Administration
Officer



Jean Francois Des Lauriers
REVP, Public Service
Alliance of Canada



Louis Sebent
Councillor



Jean Seury
Bargaining Team Member



Keith Dowling
Negotiator



Kathy MacDonald
Bargaining Team Member



Scott Wiggs
DMS, UNW