

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE TOWN OF FORT SMITH**

**AND**

**PUBLIC SERVICE ALLIANCE OF CANADA**

**Effective: October 1, 2002**  
**Expires: September 30, 2005**

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## Numerical Index

Article 1	Purpose of Agreement	1
Article 2	Definitions	1
Article 3	Recognition	7
Article 4	Discrimination	7
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	9
Article 10	Employer Directives	9
Article 11	Union Access to Employer Premises	10
Article 12	Time Off for Union Business	10
Article 13	Check Off	13
Article 14	Informaation	15
Article 15	Provision of Bulletin Board Space and other facilities	16
Article 16	Casual Employees	16
Article 17	Probation	19
Article 18	Employee Files and Review	20
Article 19	Statement of Duties	22
Article 20	Vacation Leave	22
Article 21	Winter Leave	23
Article 22	Special Leave/Civic Leave/ Other Leave	24
Article 23	Maternity Leave/Adoption Leave	29
Article 24	Education Leave	32
Article 25	Sick Leave	32
Article 26	Health and Safety	35
Article 27	Designated Holidays	38
Article 28	Travel on Behalf of Employer	40
Article 29	Pay	41
Article 30	Hours of Work	43
Article 31	Overtime	43
Article 32	Shift Differential	45
Article 33	Call Back Pay	45

Article 34	Pension Plan	46
Article 35	Insurance Plan	47
Article 36	Classification	47
Article 37	Technological Change	48
Article 38	Discipline	48
Article 39	Discipline	51
Article 40	Severance Pay	52
Article 41	Lay-Off/Resignation	54
Article 42	Job Vacancies Postings	
	Promotions, and Transfers	55
Article 43	Work Clothing and Protective	
Article 44	Harassment	57
Article 45	Long Term Service Awards	57
Article 46	Civil Liability	57
Article 47	Duration and Renewal	59
Appendix "A" - Rates of Pay		60

## **ALPHABETICAL INDEX**

Adjustment of Disputes	48
Appendix "A" - Rates of Pay	60
Application	8
Call Back Pay	45
Casual Employees	16
Check Off	13
Civil Liability	57
Classification	47
Definitions	1
Designated Holidays	38
Discipline	51
Discrimination	7
Duration and Renewal	59
Education Leave	32
Employee Files and Review	20
Employer Directives	9
Harassment	57
Health and Safety	35
Hours of Work	43
Information	15
Insurance Plan	47
Job Vacancies Posting, Promotions and Transfers	55
Lay-Off/Resignation	54
Long Term Service Awards	57
Managerial Responsibilities	9
Maternity Leave/Adoption Leave	29
Outside Employment	9
Overtime	43
Pay	41
Pension Plan	46
Probation	19
Provision of Bulletin Board Space and Other Facilities	16
Purpose of Agreement	1

Recognition	7
Security of the Agreement	8
Severance Pay	52
Shift Differential	45
Sick Leave	32
Special Leave/Civic Leave/Other Leave	24
Statement of Duties	22
Strikes and Lockouts	9
Technological Change	48
Time off for Union Business	10
Travel on Behalf of Employer	40
Union Access to Employer Premises	10
Vacation Leave	22
Winter Leave	23
Working Clothing and Protective Equipment	55

## **ARTICLE 1 - PURPOSE OF AGREEMENT**

- 1.01 The Purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.02 The parties to this Agreement share a desire to improve the quality, to promote well being and increase the productivity of the employees to the end that the Employer will be well and efficiently served. Accordingly the parties are determines to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

## **ARTICLE 2 - DEFINITIONS**

- 2.01 The following are definitions to be used in this agreement:
- a) "Agreement" and "Collective Agreement" means this Collective Agreement;
  - 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 except for the Mayor of the Town of Fort Smith and the Senior Administration Officer of the Town.
- 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.
- f) "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 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 for just cause or rejection on probation.
- k) "Employee" means a member of the bargaining unit and includes:
  - (i) "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 "unless otherwise stated";
  - (iii) "Seasonal Employee" means 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 "unless otherwise stated".
  - (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 a.m. 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, step-mother or step-father 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" mean 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**

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

- 3.01 Nothing in this Agreement shall be construed to require the Employer to do anything contrary to any Act of the Northwest Territories.
- 3.02 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, color, 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 provision 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 the 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, sitdown, 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 - EMPLOYER DIRECTIVES**

- 10.01 The Employer shall provide the Union with a copy of all personnel 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)
  - (a) 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

- (b) 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

(c) 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 behalf 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

- (a) 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.
- (b) 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**

- 14.01 The Employer agrees to provide the Union every sixty (60) days with the name, address, job classification, rate of pay, social insurance number and employment status of all employees in the Bargaining Unit.
- 14.02 The Employer shall indicate which employees have been recruited or transferred and those employees who have been struck off strength during the period reported.
- 14.03 The Employer shall provide separate listings for employees who are normally scheduled to work full time (including term, casual and/or seasonal employees) and for employees who are normally scheduled to work less than full time, that is fewer than the regular hour per day or days per week.
- 14.04 The Employer shall provide each employee with a copy of the Collective Agreement.
- 14.05 The Union and the Employer agree to share in the cost of printing and distribution of this collective agreement. The Union shall facilitate

the printing 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, appointment, 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 continuous employment with any one department he/she shall be entitled to:
  - (a) sick leave benefits retro active to their start of employment

- 16.03 Article 27, shall not apply to casual employees unless they have worked for thirty days in the preceding twelve (12) months and reported for work 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) Casual employees shall be given one (1) day of notice for every twelve (12) days worked with the town to a maximum of ten days notice;
  - (b) Casual employees shall be paid their notice in cash if insufficient notice is given.
- 16.05 Casual employees who have not worked 961 continuous hours or more, shall be exempted from the following articles:
- (i) Article 20 - Vacation Leave
  - (ii) Article 21 - Winter Leave
  - (iii) Article 22 - Special Leave/Civic Leave/Other Leave
  - (iv) Article 23 - Maternity Leave/Adoption Leave
  - (v) Article 24 - Education Leave
  - (vi) Article 25- Except as provided by 16.02 (a)

- (vii) Article 35 - Pension Plan
- (viii) Article 36 - Insurance Plan
- (ix) Article 37 - Classification
- (x) Article 38 - Technological Changes
- (xi) Article 41 - Severance Pay
- (xii) Article 42 - Lay-off/Resignation

Special Project Casuals

16.06 The Employer shall establish the rate of pay for special project casuals in accordance with funding.

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

- (a) Article 12            Union Leave
- (b) Article 16.04        Casual Employees
- (c) Article 20            Vacation Leave
- (d) Article 21            Winter Leave
- (e) Article 22            Special Leave/Civic  
Leave/Other Leave
- (f) Article 23            Maternity Leave/Adoption Leave

- (g) Article 24            Education Leave
- (h) Article 25            Sick Leave
- (i) Article 35            Pension Plan
- (j) Article 36            Insurance Plan
- (k) Article 37            Classification
- (l) Article 38            Technological Change
- (m) Article 41            Severance Pay
- (n) Article 42            Lay/off/Resignation

16.08 Article 27, shall not apply to special project casuals unless they have worked for thirty days in the preceding twelve (12) months and reported for work the scheduled day before and the scheduled day after the designated holiday.

**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 shall be located in the Town Hall.
- (2) 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.
- (3) 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 hi/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, that that employee.
- 18.06 Any document or written 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 - STATEMENTS 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:
- (1) one point five (1.5) days each month until the month in which the anniversary of the third year (3<sup>rd</sup>) year of continuous service is completed (18 days);
  - (ii) 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);
  - (iii) 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);

(iv) two point 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 of October 1 to March 31 provided they liquidate a minimum of five days leave for each day of "winter leave" used. For the purpose of this clause, the leave used in this calculation may consist of annual, lieu, or statutory leave days.

#### **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, leave 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 give **(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 household or domestic emergencies;
  - (ii) a general transportation tie-up caused by weather if the employee makes every 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 elected/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/ADOPTION LEAVE**

## Maternity Leave

### 23.01 Notification of Leave

The Employer shall be notified of the expected date of termination 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 Employr stating:

- (a) that she will return to work and remain in the Employer's employ for a period of at 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 as 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 - EDUCATION LEAVE**

- 24.01 The Employer shall pay all expenses for job related courses, seminar and conference 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 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 purpose as stated in Article 24.01.

#### **ARTICLE 25 - SICK LEAVE**

- 25.01 An employee shall each sick leave at the rate one and one quarter (1 ¼) days for each calendar month for which he received pay for at least ten (10) days.

- 25.02 An employee is required to produce a certificate from a qualified medical practioner 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 Pension Plan, 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 WCB, the amount of leave liquidated for one day's injury on duty leave shall be one third day.

#### **ARTICLE 26 - 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 resolutions 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) Aboriginal Day
- (f) Canada Day;
- (g) The First Monday in August;
- (h) Labour Day;
- (i) Thanksgiving Day;
- (j) Remembrance Day;
- (k) Christmas Day;
- (l) Boxing Day
- (m) Any period as proclaimed by the Council as 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 ½) 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 hokiay 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*.

27.04 Clauses: 27.01, 27.02 and 27.03 do not apply to seasonal employees unless they have worked for thirty days in the preceding twelve (12) months and reported for work the scheduled day before and the scheduled day afer the designated holiday.

## **ARTICLE 28 - TRAVEL ON BEHALF OF EMPLOYER**

28.01 Travel

- (a) An employee travelling at the request of the Employer, in a private vehicle, shall be paid forty-two (.42) cents per kilometre for travel within the NWT and thirty-four point five (34.5) cents per kilometre outside the NWT.
- (b) An employee using a private vehicle for their own convenience while travelling on Employer business, shall be paid thirteen (.13) cents per kilometre;
- (c) 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) An employee travelling on Employer business shall receive a meal allowance equal to Treasury Board of Canada rates for the NWT.
- (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 equal to Treasury Board of Canada Rates for the NWT 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:

- (a) 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;
- (b) 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, or a minimum of 5% of the pay level of the employee in the acting position, 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 30 - HOURS OF WORK**

30.01 The normal hours of work for the office staff are seven and one-half (7 ½ ) hours per day and thirty-seven and one-half (37 ½) 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 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.

### **ARTICLE 31 - OVERTIME**

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

(a) **All** overtime shall be authorized by the Employer.

(b) 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** employe 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 DIFFERENTIAL**

- 32.01 An employee required to work shift work on Evening or Night Shift will be entitled to:

Evening Shift:

Night Shift:

- 32.02 There shall be no split shifts for any employees except as provided below:

- (a) Saturday and Sunday shifts at William Shaeffer Memorial Pool.

### **ARTICLE 33 - CALL BACK PAY**

- 33.01 When an employee is recalled to a place of work for a specific duty, he shall be paid the greater of

- (a) Compensation at the appropriate overtime rate; or

(b) Compensation equivalent to four (4) hours of pay at the straight time rate.

33.02 It is understood that the provisions in 33.01 (a) and (b) shall apply only once in any twenty-four (24) hour period. Where 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 34 - PENSION PLAN**

34.01 Effective December 1, 2000 all eligible employees will be enrolled in a Pension plan provided by Northern Employees Benefits System.

34.02 Within one month of the signing of this agreement all employees will be provided a statement of their current group RRSP benefit held by Investors Syndicate. Previous employees of the town will continue to have their GRRSP benefit prorated to the date of termination.

### **ARTICLE 35 - INSURANCE PLAN**

- 35.01 The Employer shall enter into a compulsory Group Health Insurance Plan as outlined in the proposal from the Employee's Association, for which the Town shall contribute fifty percent (50%) of the monthly premiums.

### **ARTICLE 36 - CLASSIFICATION**

- 36.01 During the term of this Agreement, if a new or revised classification is implemented by the Employer, the Employer shall be fore applying the new or revised classification, negotite with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within ninety (90) days from the date on which the Employer submits the new or revised classification to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 36.02 Where an employee believes that he has been improperly classified with respect to this position or category, group and level, he shall discuss his classification with his immediate supervisor and, on request, be provided with a copy of his statement of duties.

### **ARTICLE 37 - TECHNOLOGICAL CHANGE**

- 37.01 The parties recognize the mutual benefits and overall advantages of technological change. Therefore, the parties will encourage appropriate technological change and improvements.
- 37.02 In the event that the Town proposes to introduce technological change the employment status of the employees, the Town will provide advance notice to the Union and the employees of such changes. At the request of the employees or the Union, the Town will discuss the proposed changes with the objective of attempting to resolve the employment-related problems and to minimize any negative effects of the changes.
- 37.03 In the event that the Town introduces a technological change which requires affected employees to use new skills in the performance of their duties, then the Town will provide the necessary training.

### **ARTICLE 38 - ADJUSTMENT OF DISPUTES**

- 38.01 The Employer and the Union recognize that grievances may arise from the following circumstances:
- (1) by the interpretation or application of this Agreement;
  - (2) a direction or other instrument issued by the Employer dealing with the terms and conditions of employment;

- (3) a provision of this Agreement;
- (4) a disciplinary Action
- (5) letters of reprimand.

38.02 The final level of this procedure for the termination of probationary employees and letters of reprimands shall be the first level of the process.

38.03 The final level of all other grievances shall be Arbitration.

38.04 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.

38.05 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 SAO for Employees of the Town;
- (b) The SAO 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.

#### 38.06 Arbitration

- (a) 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 38.05, either party may notify the other party, in writing, within twenty-one (21) days of receipt of the reply from the SAO of their intention to refer the matter to Arbitration.
- (b) The Employer and the Union agree that the outstanding grievance shall be heard by a sole Arbitrator.
- (c) 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.
- (d) 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.

- (e) 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 very such arbitration.
- (f) The Employer and the Union agree that the Arbitrator shall not have the authority to alter or amend any provision of the Agreement.
- (g) The Employer and the Union agrees to establish a list of mutually agreed to Arbitrators which shall be appended to this Agreement by way of a Memorandum of Understanding.

38.07 Expedited Arbitration

The Employer and the Union agree that by mutual consent of the parties, a 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 39 - DISCIPLINE**

- 39.01 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.

- 39.02 The Employer shall notify the affected employee of their right to have Union Representation.
- 39.03 When employees are to be suspended or discharged the Employer shall notify the employee in writing of the reasons for such suspension or discharge.
- 39.04 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.
- 39.05 This Article shall follow the provision of Article 38, Adjustment of Disputes up to and including Arbitration.

#### **ARTICLE 40 - SEVERANCE PAY**

##### Lay Offs

- 40.01 An employee who has one or more years of continuous employment and who is laid off is entitled to be paid Severance Pay at the time of lay off.

40.02 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 paid under this Clause shall not exceed twenty-eight (28) weeks' pay.

40.03 An employee who resigns after one (1) year of completed service is entitled to be paid 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.

<u>Severance Pay</u>		
<u>Completed Year of Service</u>	<u>Percentage of Gross Weekly Pay</u>	
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%

**ARTICLE 42 - JOB VACANCIES POSTINGS,  
PROMOTIONS, AND TRANSFERS**

- 42.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly-created position shall be posted internally for seven (7) full working days on the Union notice board before being advertised outside the bargaining unit. **An** employee desiring a position must make application in writing to the Manager within seven (7) days of original posting.

**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 cos to the employee:
    - (1) coveralls;

- (2) Specialized Gloves (i.e., Welding Rubber);
  - (3) hard hats;
  - (4) aprons;
  - (5) welding goggles;
  - (6) dust protection equipment;
  - (7) eye protection equipment, except prescription lenses;
  - (8) 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 appraisal and with the approval of the Senior Administrative Officer an employee who has been at step six (6) of the assigned pay level for three (3) years shall be entitled to a long term employment award of \$500.00 and that every three (3) years thereafter shall be entitled to a long term employment award of \$500.00, subject to a satisfactory appraisal 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:

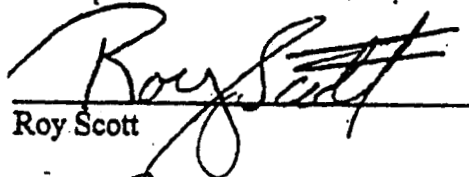
- (a) the employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to being commenced against him/her shall advise the Senior Administrative Officer of any such notification or legal process;
- (b) the Town shall pay any damages or costs 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.

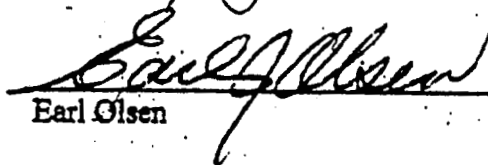
## **ARTICLE 47 - DURATION AND RENEWAL**

- 47.01 The term of this Agreement shall be from October 1, 2000 until September 30, 2002.
- 47.02 The pay schedule contained in Appendix "A" shall apply from December 15, 2000.
- 47.03 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 38, 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 1*, 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.

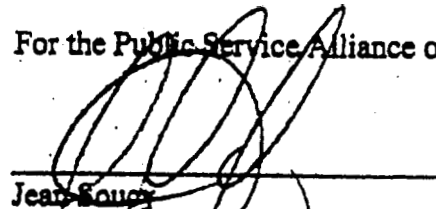
Signed this 21<sup>st</sup> day of December, 2002.

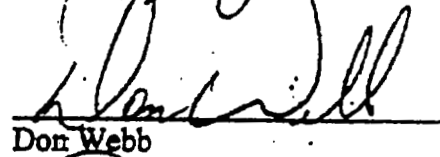
For the Town of Fort Smith

  
\_\_\_\_\_  
Roy Scott

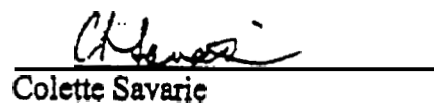
  
\_\_\_\_\_  
Earl Olsen

For the Public Service Alliance of Canada

  
\_\_\_\_\_  
Jean Soucy

  
\_\_\_\_\_  
Don Webb

  
\_\_\_\_\_  
Jean-François DesLauriers

  
\_\_\_\_\_  
Colette Savarie



**APPENDIX "A" - RATES OF PAY**

Effective December 15, 2003

Level	Step 1	Step2	STEP 3	STEP4	STEP 5	STEP6
9	35,536	36,592	37,694	38,834	40,024	41,261
10	36,592	37,694	38,834	40,024	41,261	42,547
	37,694	38,834	40,024	41,261	42,547	43,885
11						
	38,834	40,024	41,261	42,547	43,885	45,276
12						
	40,024	41,261	42,547	43,885	45,276	46,723
13						
	41,261	42,547	43,885	45,276	46,723	48,226
14						
	42,547	43,885	45,276	46,723	48,226	49,792
15						
	43,885	45,276	46,723	48,226	49,792	51,418
16						
	45,276	46,723	48,226	49,792	51,418	53,111
17						
	46,723	48,226	49,792	51,418	53,111	54,870
18						
	48,226	49,792	51,418	53,111	54,870	56,701
19						
	49,792	51,418	53,111	54,870	56,701	58,605
20						
	51,418	53,111	54,870	56,701	58,605	60,585
21						

Level	Step 1	Step 2	STEP 3	STEP 4	STEP 5	STEP 6
22	53,111	54,870	56,701	58,605	60,585	62,643
23	54,870	56,701	58,605	60,585	62,643	64,783
24	56,701	58,605	60,585	62,643	64,783	67,012
25	58,605	60,585	62,643	64,783	67,012	69,328
26	60,585	62,643	64,783	67,012	69,328	71,737
27	62,643	64,783	67,012	69,328	71,737	74,241
28	64,783	67,012	69,328	71,737	74,241	76,846
29	67,012	69,328	71,737	74,241	76,846	79,556
30	69,328	71,737	74,241	76,846	79,556	83,374
31	71,737	74,241	76,846	79,556	82,374	85,303
32	74,241	76,846	79,556	82,374	85,303	88,351
33	76,846	79,556	82,374	85,303	88,351	91,522
34	79,556	82,374	85,303	88,351	91,522	94,818
35	82,374	85,303	88,351	91,522	94,818	98,247

Level	Step 1	Step2	STEP3	STEP4	STEP5	STEP 6
9	36,602	37,689	38,825	39,999	41,224	42,499
	37,689	38,825	39,999	41,224	42,499	43,823
10	38,825	39,999	41,224	42,499	43,823	45,201
11	39,999	41,224	42,499	43,823	45,201	46,634
12	41,224	42,499	43,823	45,201	46,634	48,124
13	42,499	43,823	45,201	46,634	48,124	49,673
14	43,823	45,201	46,634	48,124	49,673	51,285
15	45,201	46,634	48,124	49,673	51,285	52,961
16	46,634	48,124	49,673	51,285	52,961	54,705
17	48,124	49,673	51,285	52,705	56,516	58,402
18	49,673	51,285	52,961	54,705	56,516	58,402
19	51,285	52,961	54,705	56,516	58,402	60,363
20	52,961	54,705	56,516	58,402	60,363	62,402
21						

Level	Step 1	Step2	STEP3	STEP4	STEP5	STEP6
22	54,705	56,516	58,402	60,363	62,402	64,522
	56,516	58,402	60,363	62,402	64,522	66,727
23	58,402	60,363	62,402	64,522	66,727	69,022
24	60,363	62,402	64,522	66,727	69,022	71,407
25	62,402	64,522	66,727	69,022	71,407	73,889
26	64,522	66,727	69,022	71,407	73,889	76,468
27	66,727	69,022	71,407	73,889	76,468	79,151
28	69,022	71,407	73,889	76,468	79,151	81,943
29	71,407	73,889	76,468	79,151	81,943	84,845
30	73,889	76,468	79,151	81,943	84,845	87,862
31	76,468	79,151	81,943	84,845	87,862	91,001
32	79,151	81,943	84,845	87,862	91,001	94,268
33	81,943	84,845	87,862	91,001	94,268	97,662
34	84,845	87,862	91,001	94,268	97,662	101,194
35						

<u>Classification</u>	<u>Level</u>	<u>Classification</u>	<u>Level</u>
Public Works Manager	29	Seasonal Equipment Operator	18
Accounting Supervisor	29	Water Plant Foreman	27
Accounting Clerk	21	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	Supervisor - Public Works	27
Facility Maintainer III	17	Equipment Operator	19
Facility Maintainer II	16	Labourer	12
Facility Maintainer I	15	Recreation Centre Asst.	9
Landfill Operator	16	Supervisor - Recreation	27

**Hourly Workers Rate**

Child Minders/Library Pages	\$8.50 per hour
Maintenance/Cashier	\$8.50* per hour
Junior Guard/Cashier Based on Qualifications	\$8.75 - \$9.75 per hour
Life Guard/Instructor Based on Qualifications	\$9.50 - \$11.00 per hour
Head Guard Based on Qualifications	\$11.50 - \$13.00 per hour

Manager (minimum of 19 years of age and 4 yrs pool experience)

With prior consent by the manager, an incentive raise of an additional 0.25/hour per year for additional qualifications that assist in the pool's program to a maximum of \$0.75 per hour.