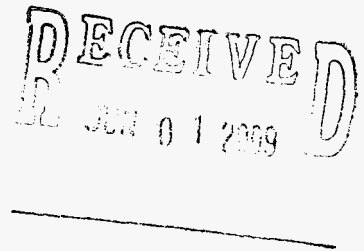


# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE TOWN OF FORT SMITH**

**AND**



**PUBLIC SERVICE ALLIANCE OF CANADA**

**Effective: October 1, 2008**

**Expires: December 31, 2011**

*12096(05)*

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## **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 determined 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, prorata;
  - (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 28.
- (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's 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 employee's 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.

#### Number and Gender

- 2.02 Wherever the singular, plural, masculine, or feminine is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, or feminine where the fact or context requires this and with regard to the provisions of this agreement.

### **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**

#### Freedom from 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 by reasons of race, colour, ancestry, nationality, ethnic origin, place of origin, creed, religion, age, disability,



sex, sexual orientation, gender identity, marital status, family status, family affiliation, political belief, political association, social condition, conviction for which a pardon has been granted, Union membership or activity, or for exercising their rights under this Collective Agreement.

#### Freedom from Workplace Violence

- 4.02 Every employee is entitled to employment free of workplace violence.
- 4.03 The Employer will make every reasonable effort to ensure that no Employee is subjected to workplace violence.

### **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 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, sit-down, 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 Within ninety (90) days of ratification of this agreement, all Casual Employees will be entitled to receive job related training. The training requirements will be determined following discussion between the employee and their Supervisor. Expenses related to the training will be paid by the Employer. Time spent on training will be considered time worked.
- 16.02 A Casual employee is entitled to four percent (4%) holiday pay.
- 16.03 If a casual employee exceeds 960 hours of continuous employment, he/she shall be entitled to sick leave benefits retroactive to their start of employment.
- 16.04 Article 28, 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.
- 16.05 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.

16.06 Casual employees who have not worked 961 continuous hours or more, shall be exempted from the following articles:

- (a) Article 20 - Vacation Leave
- (b) Article 21 - Winter Leave
- (c) Article 22 - Special Leave/Civic Leave/Other Leave
- (d) Article 23 - Maternity Leave/Adoption Leave
- (e) Article 24 - Education Leave
- (f) Article 25- Except as provided by 16.02
- (g) Article 36 - Pension Plan
- (h) Article 37 - Insurance Plan
- (i) Article 38 - Classification
- (j) Article 39 - Technological Changes
- (k) Article 42 - Severance Pay
- (l) Article 43 - Lay-off/Resignation

Special Project Casuals

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

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

- (a) Article 12 – Union Leave
- (b) Article 16.05 – 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 36 – Pension Plan

(j) Article 37 – Insurance Plan

(k) Article 38 – Classification

(l) Article 39 – Technological Change

(m) Article 42 – Severance Pay

(n) Article 43 – Lay/off/Resignation

16.09 Article 28, 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, to 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 - STATEMENT 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.

19.02 Upon written request, an employee shall be entitled to a complete and current Statement of Duties and Responsibilities of his 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 five (2.5) days each month commencing in the month after completion of fifteen (15) years of continuous service (30 days);
- (e) two point nine two (2.92) days each month commencing in the month after completion of twenty (20) years of continuous service (35 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 leave shall be considered granted unless the employer denies such leave within fourteen days of receiving the request for leave.

## **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, 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 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.
  - (a) Civic Leave may be approved under the following circumstances if an employee elected/appointed to a Board or Executive of the following:
    - (i) Band Council Meeting/Assembly;
    - (ii) Métis Association Meeting/Assembly;
    - (iii) Education Society Meeting;
    - (iv) Any GNWT Board;
    - (v) Community Service Group Meeting/Activity.
  - (b) Civic leave will be granted without pay if the honorarium the employee receives is greater or equal to his/her daily rate of pay.
  - (c) If **an** employee is on civic leave with pay they will not accept any honorarium other than travel related expenses.
  - (d) 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 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 employee's weekly rate of pay (prorated for part-time employees);
- (b) ninety-three percent (93%) shall consist of the employee's 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 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, 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 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

## **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 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.
- (a) **An** employee may be asked by the Employer to provide a certificate from a qualified medical practitioner or sign a statutory declaration, certifying that such employee is unable to carry out his/her duties for any illness. The employer will provide notice in writing in advance to each employee so affected.
- 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, an employee who has less than seven (7) years of continuous service shall receive one (1) days pay for every ten (10) days of accumulated sick leave to a maximum of ten (10) days. Upon termination of employment, an employee who has completed seven (7) years of continuous service shall receive one (1) days pay for every two (2) days of accumulated sick leave to a maximum of one hundred (100) 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
- (a) 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:
    - (i) personal injury accidentally received in the performance of his/her duties and not caused by the employee's wilful misconduct; or
    - (ii) sickness resulting from the nature of his/her employment.
  - (b) 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.
  - (c) 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.
  - (d) The appropriate rate of injury on duty leave after an aware 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 – LEAVE WITH INCOME AVERAGING**

26.01 A Leave with Income Averaging (LIA), which allows indeterminate employees to take blocks of Leave Without Pay of between five (5) weeks and three (3) months, within a twelve (12) month period, and continue to receive a pro-rated salary over the same twelve (12) month period that the LIA covers, will be available to indeterminate employees. The administration of the leave will be similar to the administration of the LIA offered by the Treasury Board of Canada.

## **ARTICLE 27 - HEALTH AND SAFETY**

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

### **27.02 Right to Refuse**

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

### **27.03 Occupational Health Examination**

- (a) 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.
- (b) **An** employee shall be granted leave with pay to attend the examination and the Employer shall assume the cost of any travel expense.
- (c) 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.

27.04 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.

27.05 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 28 - DESIGNATED HOLIDAYS**

28.01 The following are Designated Paid Holidays:

- (a) New Years Day
- (b) Good Friday;
- (c) Easter Monday;
- (d) Sovereign's Birthday
- (e) National 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 a Civic Holiday.

28.02 Work on a Designated Paid Holiday

- (a) ~~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.
- (b) 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.
- (c) 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.

28.03 The benefits in 28.02(a) 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*.

28.04 Clauses: 28.01, 28.02 and 28.03 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 after the designated holiday.

**ARTICLE 29 - TRAVEL ON BEHALF OF EMPLOYER**

29.01 Travel

- (a) **An** employee traveling at the request of the Employer, in a private vehicle, shall be paid an amount equal to the Treasury Board of Canada rates.
- (b) **An** employee using a private vehicle for their own convenience while travelling on Employer business shall be paid an amount equal to the

Treasury Board of Canada rates up to the cost of travel by commercial airline.

- (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.

#### 29.02 Meal Allowance

- (a) **An** employee traveling on Employer business shall receive a meal allowance equal to Treasury Board of Canada rates for the NWT.
- (b) No receipts are necessary for meals or incidentals. No amounts in excess of the above may be claimed by an employee.
- (c) 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.
- (d) Where an employee traveling 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 30 - PAY**

30.01 Employees shall be paid on a bi-weekly basis.

30.02 Employees are entitled to be paid for services rendered in accordance with the provisions of this agreement.

#### Acting Pay

30.03 When authorized by the Senior Administrative Officer, acting pay shall be paid:

- (a) as soon as the employee begins acting in the higher position.

30.04 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

- 30.05 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.
- 30.06 Subject to Article 18, annual salary increments as set out in Appendix A shall be effective on an employee's anniversary date.
- 30.07 "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

- 30.08 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 31 - NORTHERN ALLOWANCE**

- 31.01 A Northern Allowance will be paid to every indeterminate employee and to every casual employee that exceeds 960 hours of continuous employment as follows:
- (a) Effective October 1, 2005, the annual rate for the Northern Allowance will be \$ 5400.00 per year.
  - (b) Effective October 1, 2006, the annual rate for the Northern Allowance will be raised to \$ 6000.00 per year.
  - (c) Effective October 1, 2007, the annual rate for the Northern Allowance will be raised to \$ 7200.00 per year.
- 31.02 The Allowance will be paid bi-weekly.
- 31.03 No Allowance will be paid for overtime.

## **ARTICLE 32 - HOURS OF WORK**

- 32.01 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.
- 32.02 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.
- 32.03 Breaks
- (a) 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 33 – OVERTIME**

- 33.01 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.
- 33.02 Authorization
- (a) All overtime shall be authorized by the Employer.
  - (b) The employee does not control the duration of the overtime work.
- 33.03 Employees shall record starting and finishing times of overtime worked on a form provided by the Employer.
- 33.04 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.
- 33.05 An employee working overtime ~~as~~ described in Article 32 and 33 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.
- 33.06 An employee may, for cause, refuse to work overtime provided that he places his refusal in writing.
- 33.07 Article 33.04 shall not apply to senior management positions. Senior management positions shall be entitled to two (2) weeks annual leave in lieu of overtime each calendar year.
- 33.08 For the purposes of Article 33.07, senior management positions are: Supervisor--Accounting; Supervisor--Public Works; Supervisor--Waterworks; Supervisor--Recreation.

#### **ARTICLE 34 - SHIFT DIFFERENTIAL**

- 34.01 An employee required to work shift work on Evening or Night Shift will be entitled to:
  - Evening Shift: \$1.50 per hour worked
  - Night Shift: \$1.55 per hour worked
- 34.02 There shall be no split shifts for any employees except for Lifeguards and/or Pool Instructors.

#### **ARTICLE 35 - CALL BACK PAY**

- 35.01 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.



- 35.02 It is understood that the provisions in 35.01 (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 36 - PENSION PLAN**

- 36.01 All eligible employees will be enrolled in a Pension plan provided by Northern Employee Benefits Services.

### **ARTICLE 37 - INSURANCE PLAN**

- 37.01 The Employer shall enter into a compulsory Group Health Insurance Plan for which the Town shall contribute sixty percent (60%) of the monthly premiums.
- 37.02 Within sixty (60) days of the signing of the collective agreement, the parties shall establish a committee designated as the "Consultative Committee on Benefits", composed of four (4) representatives selected by the Union and up to four (4) representatives selected by the Employer.
- (a) The Committee shall meet within sixty (60) days following the appointment of the Committee members and as often thereafter as agreed to by the Committee.
  - (b) The mandate of the Committee will be to consult and make non-binding recommendations regarding improvements and changes which could be made to the Insurance Plan mentioned in 36.01.
  - (c) To assist the Committee in fulfilling its mandate, it will be provided with the financial information on the administration and claims experience of the Insurance Plan.

### **ARTICLE 38 - CLASSIFICATION**

- 38.01 During the term of this Agreement, if a new or revised classification is implemented by the Employer, the Employer shall before applying the new or revised classification, negotiate 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.

- 38.02 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 39 - TECHNOLOGICAL CHANGE**

- 39.01 The parties recognize the mutual benefits and overall advantages of technological change. Therefore, the parties will encourage appropriate technological change and improvements.
- 39.02 In the event that the Town proposes to introduce technological changes which would significantly change the employment status of the employees, the Town will provide advance notice to the Union and the employees at least one hundred and twenty (120) days prior to the introduction or implementation of such technological 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.
- 39.03 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 40 - ADJUSTMENT OF DISPUTES**

- 40.01 The Employer and the Union recognize that grievances may arise from the following circumstances:
- (a) by the interpretation or application of this Agreement;
  - (b) 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.

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

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

40.04 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.

40.05 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 within 15 calendar days of the incident that gave rise to the grievance;
- (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.

40.06 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 40.05, 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 h i d e r , 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 h i d e r , 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. The agreed upon list will be established within 90 days of the signing of this collective agreement. If the list is not agreed upon within 90 days of the signing of this collective agreement then both parties agree to use the list of arbitrators **as** described in the current City of Yellowknife collective agreement.

#### 40.07 Expedited Arbitration

The Employer and the Union agree that by mutual written consent of the parties, an unresolved grievance may be referred to a mutually agreed upon person, who may be other *than* an individual contained on the list specified in 40.06 (g), 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.

- 40.08 'The parties may mutually agree to extend any of the above time limits. Grievances not filed or advanced within the specified time limits shall be considered withdrawn or cannot be filed or advanced.

### **ARTICLE 41 - DISCIPLINE**

- 41.01 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.
- 41.02 The Employer shall notify the affected employee of their right to have Union Representation.
- 41.03 When employees are to be suspended or discharged the Employer shall notify the employee in writing of the reasons for such suspension or discharge.

- 41.04 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.
- 41.05 This Article shall follow the provision of Article 40, Adjustment of Disputes up to and including Arbitration.

## **ARTICLE 42 - SEVERANCE PAY**

### Lay Offs

- 42.01 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.
- 42.02 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 completed 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.
- 42.03 An employee who resigns after one (1) year of completed service in 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%

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

### **ARTICLE 43 - LAY OFF/RESIGNATION**

- 43.01 Any full or part-time employee resigning shall give a minimum of two weeks notice in writing to their immediate supervisor.
- 43.02 Other ~~than~~ for cause, under no circumstances will an employee be terminated or laid off without one (1) month's notice or salary in lieu of notice.

### **ARTICLE 44 - JOB VACANCIES POSTINGS, PROMOTIONS, AND TRANSFERS**

- 44.01 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) fill 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 45 - WORK CLOTHING AND PROTECTIVE EQUIPMENT**

- 45.01 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 two hundred and fifty dollars (\$250.00), 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.

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

#### **ARTICLE 46 - HARASSMENT**

46.01 The Employer and the Union recognize that every employee has a right to freedom from harassment in the workplace.

46.02 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 47 - LONG TERM SERVICE AWARDS**

47.01 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 48 - CIVIL LIABILITY**

48.01 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 co-operate fully with appointed Counsel.

## **ARTICLE 49 - DURATION AND RENEWAL**

- 49.01 The term of this Agreement shall be from October 1, 2008 until December 31, 2011.
- 49.02 The pay schedules contained in Appendix "A" shall apply from the date specified on each schedule.
- 49.03 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 40, 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.
- 49.04 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.



49.05 This Agreement may be amended by mutual consent.

49.06 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.

#### **ARTICLE 50 – STANDBY**

50.01 No employee shall be required to be available for standby. Where operational requirements change and there is a need for employees to be available for standby, the Employer shall request as per Article 49.05 to negotiate a standby clause with the union. Where the Employer makes such a request of the union, both parties agree to commence negotiations within 30 days of the request being made.

### **Signing Bonus**

Effective October 1, 2008 there will be a \$1000 signing bonus for each full time employee.

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

Effective January 1, 2009 all pay levels will be increased by \$2750 as follows:

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
9	39,352	40,439	41,575	42,749	43,974	45,249
10	40,439	41,575	42,749	43,974	45,249	46,573
11	41,575	42,749	43,974	45,249	46,573	47,951
12	42,749	43,974	45,249	46,573	47,951	49,384
13	43,974	45,249	46,573	47,951	49,384	50,874
14	45,249	46,573	47,951	49,384	50,874	52,423
15	46,573	47,951	49,384	50,874	52,423	54,035
16	47,951	49,384	50,874	52,423	54,035	55,711
17	49,384	50,874	52,423	54,035	55,711	57,455
18	50,874	52,423	54,035	55,711	57,455	59,266
19	52,423	54,035	55,711	57,455	59,266	61,152
20	54,035	55,711	57,455	59,266	61,152	63,113

21	55,711	57,455	59,266	61,152	63,113	65,152
22	57,455	59,266	61,152	63,113	65,152	67,272
23	59,266	61,152	63,113	65,152	2,815	69,477
24	61,152	63,113	65,152	67,272	69,477	71,772
25	63,113	65,152	67,272	69,477	71,772	74,157
26	65,152	67,272	69,477	71,772	74,157	76,639
27	67,272	69,477	71,772	74,157	76,639	79,218
28	69,477	71,772	74,157	76,639	79,218	81,901
29	71,772	74,157	76,639	79,218	81,901	84,693
30	74,157	76,639	79,218	81,901	84,693	87,595
31	76,639	79,218	81,901	84,693	87,595	90,612
32	79,218	81,901	84,693	87,595	90,612	93,751
33	81,901	84,693	87,595	90,612	93,751	97,018
34	84,693	87,595	90,612	93,751	97,018	100,412
35	87,595	90,612	93,751	97,018	100,412	103,944

\*\*\*The rates of pay in Appendix A, include a Northern Allowance Travel Component of \$3,277.00. This amount shall be reflected in the appropriate box of the Employee's T4. \*\*\*

Effective January 1, 2010 all pay levels will be increased by \$2650 as follows:

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
9	42,002	43,089	44,225	45,399	46,624	47,899
10	43,089	44,225	45,399	46,624	47,899	49,223
11	44,225	45,399	46,624	47,899	49,223	50,601
12	45,399	46,624	47,899	49,223	50,601	52,034
13	46,624	47,899	49,223	50,601	52,034	53,524
14	47,899	49,223	50,601	52,034	53,524	55,073
15	49,223	50,601	52,034	53,524	55,073	56,685
16	50,601	52,034	53,524	55,073	56,685	58,361
17	52,034	53,524	55,073	56,685	58,361	60,105
18	53,524	55,073	56,685	58,361	60,105	61,916
19	55,073	56,685	58,361	60,105	61,916	63,802
20	56,685	58,361	60,105	61,916	63,802	65,763
21	58,361	60,105	61,916	63,802	65,763	67,802
22	60,105	61,916	63,802	65,763	67,802	69,922

23	61,916	63,802	65,763	67,802	5,465	72,127
24	63,802	65,763	67,802	69,922	72,127	74,422
25	65,763	67,802	69,922	72,127	74,422	76,807
26	67,802	69,922	72,127	74,422	76,807	79,289
27	69,922	72,127	74,422	76,807	79,289	81,868
28	72,127	74,422	76,807	79,289	81,868	84,551
29	74,422	76,807	79,289	81,868	84,551	87,343
30	76,807	79,289	81,868	84,551	87,343	90,245
31	79,289	81,868	84,551	87,343	90,245	93,262
32	81,868	84,551	87,343	90,245	93,262	96,401
33	84,551	87,343	90,245	93,262	96,401	99,668
34	87,343	90,245	93,262	96,401	99,668	103,062
35	90,245	93,262	96,401	99,668	103,062	106,594

\*\*\*The rates of pay in Appendix A, include a Northern Allowance Travel Component of \$3,277.00. This amount shall be reflected in the appropriate box of the Employee's T4. \*\*\*

Effective January 1, 2011 all pay levels will be increased by \$2550 as follows:

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
9	44,552	45,639	46,775	47,949	49,174	50,449
10	45,639	46,775	47,949	49,174	50,449	51,773
11	46,775	47,949	49,174	50,449	51,773	53,151
12	47,949	49,174	50,449	51,773	53,151	54,584
13	49,174	50,449	51,773	53,151	54,584	56,074
14	50,449	51,773	53,151	54,584	56,074	57,623
15	51,773	53,151	54,584	56,074	57,623	59,235
16	53,151	54,584	56,074	57,623	59,235	60,911
17	54,584	56,074	57,623	59,235	60,911	62,655
18	56,074	57,623	59,235	60,911	62,655	64,466
19	57,623	59,235	60,911	62,655	64,466	66,352
20	59,235	60,911	62,655	64,466	66,352	68,313
21	60,911	62,655	64,466	66,352	68,313	70,352
22	62,655	64,466	66,352	68,313	70,352	72,472

23	64,466	66,352	68,313	70,352	8,015	74,677
24	66,352	68,313	70,352	72,472	74,677	76,972
25	68,313	70,352	72,472	74,677	76,972	79,357
26	70,352	72,472	74,677	76,972	79,357	81,839
27	72,472	74,677	76,972	79,357	81,839	84,418
28	74,677	76,972	79,357	81,839	84,418	87,101
29	76,972	79,357	81,839	84,418	87,101	89,893
30	79,357	81,839	84,418	87,101	89,893	92,795
31	81,839	84,418	87,101	89,893	92,795	95,812
32	84,418	87,101	89,893	92,795	95,812	98,951
33	87,101	89,893	92,795	95,812	98,951	102,218
34	89,893	92,795	95,812	98,951	102,218	105,612
35	92,795	95,812	98,951	102,218	105,612	109,144

\*\*\*The rates of pay in Appendix A, include a Northern Allowance Travel Component of \$3,277.00. This amount shall be reflected in the appropriate box of the Employee's T4. \*\*\*

<u>Classification</u>	<u>Level</u>	<u>Classification</u>	<u>Level</u>
Public Works Manager	29	Seasonal Equipment	18
Operator			
Supervisor-Accounting	29	Supervisor-Waterworks	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	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
Supervisor – Pool	25		

#### **Hourly Workers Rate**

Maintenance/Cashier	\$11.00* per hour
Junior Guard/Cashier	\$12.50 per hour
Life Guard	\$15.00 per hour
Life Guard/Instructor Based on Qualifications	\$15.00 - \$17.00 per hour
Head Guard Based on Qualifications	\$18.00 - \$23.00 per hour
Summer Student Labourer	\$15.00 per hour

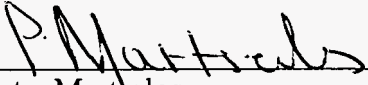
Pool Supervisor (minimum of 19 years of age and 4 yrs pool experience)

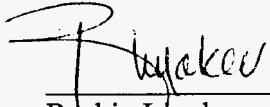
With prior consent by the Pool Supervisor, an incentive raise of an additional 0.25/hour per year for additional qualifications that assist in the pool's program to a maximum of \$0.75 per hour.



Signed this 8<sup>th</sup> day of May, 2009

For *the* Town of Fort Smith

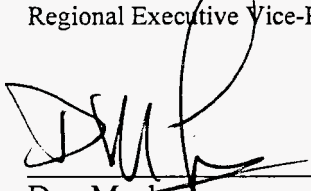
  
Peter Martselos  
Mayor


  
Beckie Linaker  
Councilor

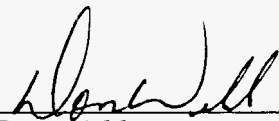
\_\_\_\_\_  
Keith Dowling  
Negotiator

For the Public Service Alliance of  
Canada

  
Jean-François Des Lauriers  
Regional Executive Vice-President-North

  
Don Maclean  
Committee Member

  
Jean Soucy  
Committee Member

  
Don Webb  
Committee Member

Sean Glavine  
Negotiator

**Memorandum of Agreement  
Between  
Public Service Alliance of Canada  
And  
Town of Fort Smith**

**Re: List of Arbitrators**

Both parties agree that arbitration referred to in 40.06 shall be by a single Arbitrator selected from the following list:

Tom Joliffe

Glen Power

John Morreau

David Tettensor

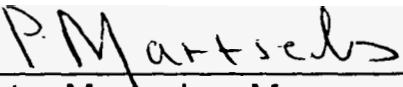
Andy Sims

Richard Hornung

The parties will attempt to come to an agreement on the selection of an Arbitrator within thirty (30) calendar days of the date upon which notification by either party was given to proceed to arbitration or such further period as may be mutually agreed upon by the parties. If both parties are unable to agree upon the selection of an Arbitrator then the Minister of Labour shall be requested to appoint an Arbitrator.

Signed this 8<sup>th</sup> day of May, 2009.

FOR THE EMPLOYER

  
Peter Martselos, Mayor

FOR THE UNION

  
Sean Glavine, Negotiator