

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE TOWN OF FORT SMITH**

**AND**

**PUBLIC SERVICE ALLIANCE OF CANADA**

**Effective: January 1, 2018**

**Expires: December 31, 2022**

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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) "Abandonment of position" means an Employee is absent without leave and the Employee has not contacted the Employer for five (5) consecutive working days, except in exceptional circumstances, beyond the employee's control where the employee is unable to contact the employer before or during the absence;
  - (b) "Agreement" and "Collective Agreement" means this Collective Agreement;
  - (c) "Alliance" means the Public Service Alliance of Canada;
  - (d) "Allowance" means compensation payable to an employee in addition to the regular remuneration payable for the performance of the duties of their position;
  - (e) "Anniversary Date" means that date that an employee, except for a casual employee, commences employment with the Employer, or the date that an employee is promoted or permanently transferred to a higher level position with the Employer, whichever is the most recent.

For part time and seasonal employees, an anniversary date is reached when the employee has completed either 2080 or 1950 hours, the hours equivalent to one year's hours for a full time employee in that same

position, following the commencement of employment of the part time or seasonal employee, or following the date that the part time or seasonal employee is promoted or permanently transferred to a higher level position with the Employer, whichever is the most recent.

- (f) "Bargaining Unit" means all employees of the Town of Fort Smith except for the Mayor of the Town of Fort Smith, the Senior Administration Officer, Director, Municipal Services, Director, Corporate Services, Director, Community Services, and Executive Assistant of the Town.
- (g) "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 person as if that person were their spouse.
- (h) "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.
- (i) "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, the employee's 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.
- (j) "Day of Rest" means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position.
- (k) "Dependant" means a person who is the employee's spouse (including common-law), child, step-child, adopted child or child who is under nineteen (19) years of age, residing with the employee and wholly dependent on them for support, or any other relative of the employee's household who is wholly dependent upon the employee for support by reason of a mental or physical infirmity;
- (l) "Dismissal" means termination of an employee for just cause or rejection on probation.
- (m) "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, on a prorated basis;
- (ii) "Term Employee" means a person employed on a full or part 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 full or part 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" means a person employed for work of a temporary nature that does not exceed 960 hours of service within twelve (12) months from the date of hire of the casual employee.
- (n) "Employer" means the Corporation of the Town of Fort Smith.
- (o) "Evening Hours" means all hours worked between the hours of 4:00 P.M. and 12:00 midnight.
- (p) "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.
- (q) "Holiday" means the twenty-four (24) hour period commencing at 12:00 a.m. of the days designated in Article 28.
- (r) "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, dependant and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (s) "Night Hours" means all hours worked between the hours of 12:00 Midnight and 8:00 A.M.

- (t) "Probation" means a period of evaluation up to twelve (12) months for full time employees from the day upon which an employee is first appointed to a position with the Employer. Probation means a period of evaluation up to 1950 or 2080 hours of work for all employees other than full-time employees.
- (u) "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 their regular scheduled daily hours of work.
- (v) "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*.
- (w) "Supervisor" means a member of the Bargaining Unit who has been assigned supervisory Duties;
- (x) "Union" means the Public Service Alliance of Canada as represented by the Union of Northern Workers.
- (y) "May" shall be regarded as permissive. "Shall" and "Will" as imperative and "Should" as informative only.

#### Number

- 2.02 Wherever the singular or plural is used throughout this Agreement the same shall be construed as meaning the singular or plural 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 or expression, marital status, family status, family affiliation, political belief, political association, social condition, conviction that is subject to a pardon or record suspension, 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 Except to the extent provided herein, this Agreement in no way restricts the Employer in the management and direction of its operations, employees or business activities. The Employer shall exercise these rights in a manner that is fair, reasonable and consistent with the terms of this agreement.

### **ARTICLE 9 - OUTSIDE EMPLOYMENT**

- 9.01 Effective July 18, 2015, an employee shall notify the Employer prior to taking on any:
- (a) Business or other employment;
  - (b) Any involvement for which the employee would be entitled to Civic Leave under Article 22.06(a); or
  - (c) Any involvement as a Board Member, trustee of similar fiduciary of any organization.
- 9.02 An employee shall not engage in any activity if such activity interferes with the employee's duties with the Employer or a conflict of interest exists with the employee's duties with the Employer.

## **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 regarding this collective agreement. 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 their representative are involved in the process of that employee's grievance and where operational requirements permit, they shall be granted reasonable time off.

### 12.03 Contract Negotiations Meetings

The Employer will grant leave with pay for three (3) 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 Union Training

When operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to undertake Union training.

### 12.08 Time Off for Representatives

- (a) A Representative shall obtain the permission of their immediate supervisor before leaving their 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 their supervisor before resuming their 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 of the Union 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.

#### 12.12 Union Orientation

The Employer shall allow new employees to meet with a Representative of the Union for fifteen (15) minutes without loss of pay for union orientation. The Representative of the Union, if an employee, shall be granted leave with pay.

### **ARTICLE 13 - UNION DUES DEDUCTIONS**

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 their 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 one hundred twenty (120) 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, job postings in accordance with Article 45.01, 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 All casual employees will receive job related training required for the performance of their job. 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 service within twelve (12) months from the date of hire of the casual employee, they shall be considered a term employee and be entitled to all provisions in this collective agreement effective the date of transition from casual employee to term employee. Sick leave and special leave shall be retroactive to their first day 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) If insufficient notice is given, the employee shall receive the equivalent amount of pay in lieu of notice.
- 16.06 Casual employees shall be paid at the rate of pay established in the Agreement for the job classification that they are employed to perform.
- 16.07 Casual employees 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 39 - Technological Changes
- (j) Article 42 - Severance Pay
- (k) Article 43 - Lay-off/Resignation
- (l) Article 31 – Northern Allowance

Special Project Casuals

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

16.09 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

16.10 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.

16.11 The Employer shall ensure that a series of casual employees are not employed to perform the duties of any one particular position such as in lieu of establishing a full-time position or filling a vacant position.

## **ARTICLE 17 - PROBATION**

17.01 (a) All new full-time 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.

(b) All new employees other than full-time employees are subject to a probation period of 975 hours of work (1950 employees) or 1040 of work (2080 employees) that may be extended for a further 975 hours or 1040 hours, 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 after three months of employment, shall be entitled to two (2) weeks' pay in lieu of 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 written 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 on their first year of employment, such evaluations to be kept on their personnel file, the first is due prior to completion of the initial probationary period, the second at the employee's anniversary date.

18.03 (a) All employees, except seasonal employees, shall receive a performance evaluation during the ninety (90) days before their anniversary date.



(b) Seasonal employees shall receive a performance evaluation during the thirty (30) days before the end of the season's employment.

(c) 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 their 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 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.

18.05 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 their position.

#### **ARTICLE 20 - VACATION LEAVE**

20.01 A full-time employee who has earned at least ten (10) days' pay 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 (3<sup>rd</sup>) 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 and ending in the month that twenty (20) years of continuous service is completed (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 Part-time employees shall accumulate vacation leave on a *prorata* basis, compared to the entitlements for full-time employees. Part-time employees shall be entitled to the increased vacation entitlements provided under Article 20.01 upon working the equivalent number of hours set out in clauses (a) to (e).

20.03 Vacation leave shall not be carried over for more than one (1) year. Any credits remaining in excess of one (1) year's entitlement will be paid to the employee at the end of the fiscal year. In the case of seasonal employees, any remaining leave in excess of the carry-over shall be paid out at the end of the work season.

20.04 Vacation leave cannot be paid to the employee in the same year that it was earned.

20.05 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.

20.06

(a) Vacation leave requests for vacation leave at any time in the following fiscal year (January 1 – December 31) must be submitted, in writing, by November 30. For all such requests, where two or more employees request the same period of vacation leave, seniority shall be the determining factor.

(b) Where vacation leave requests are not submitted by November 30, or where a vacation leave request is changed after November 30, seniority will not be the determining factor.

(c) Notwithstanding (a), where an employee has submitted, by November 30 a vacation leave request for a period that falls within:

(i) the period in the following fiscal year from July 1 until the first day following Labour Day; and/or

- (ii) the period in the following fiscal year from December 15 until the first regular (Monday to Friday) working day following January 1;

and that request has not been granted, that employee shall have priority if the employee submits a vacation leave request by November 30 in the following fiscal year requesting vacation leave for a period that falls within (i) and/or (ii).

20.07 When during any period of vacation leave, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses that they incur:

- (a) in proceeding to their place of duty;
- (b) in respect of any non-refundable deposits or non-refundable prearrangements associated with their vacation leave;
- (c) in returning to the place from which they were recalled if they immediately resume vacation leave upon completing the assignment for which they were recalled;

after submitting such accounts as are normally required by the Employer.

20.08 The employee shall not be considered as being on vacation leave during any period in respect of which they are entitled under Clause 20.07 to be reimbursed for reasonable expenses incurred by them.

## **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 April 30 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 vacation leave, lieu, or designated paid holidays.

## **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 22.03 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), three (3) consecutive working days for item (e) and (h) and four hours for item (i). The employee shall provide notice to the Employer as soon as reasonably possible.

- (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) and the employee is required to care for their dependants or for the sick person;
- (d) where the employee will be visiting a member of their immediate family residing out of town who has become seriously ill;
- (e) upon the birth of a child where the employee does not take pregnancy leave, the employee does not take parental leave immediately thereafter, or upon adoption of a child where the employee does not take parental leave immediately thereafter;
- (f) where special circumstances not directly attributable to the employee prevent their 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.
- (h) The Employer shall grant special leave for a period of up to three (3) days to allow an employee to attend the funeral of the employee's niece, nephew, aunt or uncle.
- (i) The Employer shall grant special leave for a period of up to four hours to allow an employee to attend the funeral of the employee's cousin.

- 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 After one (1) year of continuous employment, 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. An employee on approved leave without pay, for a period in excess of thirty (30) calendar days, shall cease to accumulate service related benefits, but shall retain all such benefits accumulated prior to the commencement of the leave. The anniversary date for an employee on leave without pay in excess of thirty (30) days shall be adjusted to account for the period of absence.
- 22.06 An employee requesting Civic Leave must submit a written request to the Employer in advance of the requested Civic Leave. The request must include written confirmation from the organization for which the employee is seeking Civic Leave, confirming that the employee is required to attend, the dates that the employee is required to attend, and the amount of honoraria or other amounts (if known) which the employee will receive for attending.
- (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 or other amounts, except for travel related expenses, the employee receives is greater or equal to their daily rate of pay.
- (c) If an employee is on civic leave with pay and receives an honorarium, the employee is required to reimburse to the employer any other payment or

honorarium they receive for this period, up to the employee's pay while on leave, 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 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 days per year to attend the events;
- (b) employees needing additional time off to take part in the Games either must use vacation 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) before a court, judge, magistrate, or coroner;
  - (ii) 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 their position;
  - (iii) before the Executive Council or Legislative Assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;

- (iv) 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.

### Casual Leave

- 22.09
- (a) Employees shall be granted casual leave with pay to a maximum number of one (1) day per occurrence where the employee's physician requires them to attend regular or recurring medical treatments and checkups.
  - (b) Employees shall be granted casual leave with pay to a maximum of three (3) hours for an appointment with (or to accompany a dependent family member to or from) a doctor, dentist, lawyer, school authorities or adoption agencies.

### Wellness Leave

- 22.10 Employees shall be entitled to one (1) day of sick leave or special leave per calendar year, at the employee's request, to promote wellness and maintain a good physical and mental health. Such leave may not be combined with any other type of leave.

### Domestic Violence Leave

- 22.11 The Employer shall grant leave with pay, up to a maximum of three (3) days per calendar year, to an employee who is experiencing domestic violence. This leave may be taken as consecutive or single days or as a fraction of a day, without prior approval, to attend to necessary activities to support the employee's health, safety and security.

### Compassionate Care Leave

- 22.12 The Employer shall grant an employee up to twenty-seven (27) weeks of compassionate care leave without pay to provide care or support to a family member of the employee if a medical doctor or nurse practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks from:
- (a) The day the certificate is issued; or
  - (b) If the leave was commenced before the certificate was issued, the day the leave was commenced.

22.13 For the purpose of this Article, family member means:

- (i) a spouse of the employee,
- (ii) a child of the employee or a child of the employee's spouse,
- (iii) a parent of the employee or a spouse of the parent, and
- (iv) any other family member as defined in the Employment Standards Act for the purpose of Compassionate Leave.

22.14 When applying for compassionate care leave, the employee must advise the Employer of the expected duration of the leave. Compassionate care leave may be taken in separate periods but each period must be of not less than one week's duration.

22.15 Compassionate care leave ends after the 27th week on leave or after the week the family member dies, whichever comes first.

22.16 The aggregate amount of compassion care leave that may be taken by two or more employees working for the Employer, in respect of the care or support of the same family member, must not exceed twenty-seven (27) weeks.

## **ARTICLE 23 - PREGNANCY LEAVE/PARENTAL LEAVE**

### Pregnancy Leave

#### 23.01 Notification of Leave

An employee who is pregnant shall be granted seventeen (17) consecutive weeks pregnancy leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the employee gives the Employer written notice at least four (4) weeks before the day on which the employee expects to commence their leave. All other issues of notice or extension of the period of pregnancy leave shall be according to the Employment Standards Act.

23.02 Upon written request from the employee the Employer may:

- (a) defer the commencement of pregnancy leave and/or
- (b) terminate it earlier than the allowed seventeen (17) weeks after termination of the pregnancy.



- (c) grant pregnancy leave to an employee to commence earlier than seventeen (17) weeks before the expected termination of the pregnancy.
- 23.03 Pregnancy 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 Pregnancy 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 Pregnancy 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 Pregnancy Leave to a total of seventeen weeks;
  - (c) during the time that an employee is on Pregnancy Leave they may choose to maintain their Pension Plan, 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 Pregnancy Leave shall sign an agreement with the Employer stating:
- (a) that they will return to work and remain in the Employer's employ for a period of at least six (6) months after their return to work;
  - (b) that they will return to work on the date of the expiration of their pregnancy 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 being indebted to the Employer for the amount received as Pregnancy 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 they received pay.

#### Parental Leave

- 23.08 Where an employee has or will have the actual care or custody of their newborn child, or an employee commenced proceedings to adopt a child or obtains an order for the adoption of a child, they shall have the option of either Standard or Extended Parental Leave without pay. An employee's option of either Standard or Extended Parental Leave is irrevocable.

- 23.09 An employee who intends to request parental leave without pay shall provide the Employer with four (4) weeks written notice, except where in the case of adoption or the child arrives at the employee's home sooner than expected. In the case of an adoption, the employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been completed.
- 23.10 The parental leave options are as follows:
- (a) Standard Parental Leave: for a single period of up to thirty-seven (37) consecutive weeks, to be taken during the fifty-two (52) week period immediately following the day the child is born, or in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody; or
  - (b) Extended Parental Leave: for a single period of up to sixty-three (63) consecutive weeks, to be taken during the seventy-eight (78) week period immediately following the day the child is born, or in the case of adoption, within the seventy-eight (78) week period from the date the child comes into the employee's care and custody;
  - (c) An employee may be eligible for the Employment Insurance (EI) Parental Sharing Benefit. Where an employee is entitled to the Sharing Benefit, the period during which an employee may be on parental leave under this article is extended by:
  - (d) Five (5) weeks where the employee has elected to receive the standard parental benefit of thirty-seven (37) weeks, such that the total parental leave is extended to forty-two (42) weeks; or
  - (e) Eight (8) weeks where the employee has elected to receive the extended parental benefit of sixty-three (63) weeks, such that the total parental leave is extended to seventy-one (71) weeks.
- 23.11 Parental leave shall be subject to the conditions contained in Article, 23.03, 23.04, 23.06 and 23.07.
- 23.12 Parental leave shall be made available to both male and female employees.
- 23.13 Parental leave without pay utilized by an employee-couple shall not exceed a total of forty-two (42) weeks for Standard Parental Leave, and seventy-one (71) weeks for Extended Parental Leave, for both employees combined.

- 23.14 Parental leave without pay utilized by an employee couple, both of whom are employed by the Employer, in conjunction with pregnancy leave shall not exceed a total of fifty-seven weeks for Standard Parental Leave and eighty-six (86) weeks for Extended Parental Leave.
- 23.15 Parental leave without pay taken by an employee in conjunction with pregnancy leave shall be taken immediately after the termination of pregnancy leave and the duration of both periods of leave without pay combined shall not exceed a total of fifty-two (52) weeks for Standard Parental Leave and seventy-eight (78) weeks for Extended Parental Leave.
- 23.16 Parental leave allowance and benefits will consist of the following:
- (a) Where there is a waiting period under Employment Insurance benefits, for the first week, ninety-three (93%) percent of the employee's weekly rate of pay. Following that, the employee will receive for up to an additional sixteen (16) weeks, a payment equal to the difference between ninety-three (93%) percent of the employee's weekly rate of pay and the amount of Employment Insurance benefits that the employee is entitled to under Standard Parental Benefits.
  - (b) Where there is no waiting period under Employment Insurance benefits, the employee will receive for up to seventeen (17) weeks, a payment equal to the difference between ninety-three (93%) percent of the employee's weekly rate of pay and the amount of Employment Insurance benefits the employee is entitled to under Standard Parental Benefits.
  - (c) Where the employee elects to receive Extended Parental Employment Insurance Benefits, there shall be no increase in the amount of parental leave allowance payments. The employee shall be entitled to the same Standard Parental Leave allowance payments that the employee would be entitled to had the employee received Standard Parental Employment Insurance Benefits set out in Clauses 23.16 (a) and (b).
  - (d) During the time that an employee is on Parental Leave, the employee may choose to maintain their Pension Plan, Medical Plan and Dental Plan. The Town shall contribute its share of the benefits as if the employee were not on leave for the period of Standard Parental Leave. Should the employee choose to maintain these benefits for a period that is longer than the time permitted under the Standard Parental Leave, the employee shall be responsible for both the employee and employer shares of the contributions.

## **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.

## **ARTICLE 25 - SICK LEAVE**

- 25.01 An employee shall earn sick leave at the rate one and one quarter (1  $\frac{1}{4}$ ) days for each calendar month for which they receives pay for at least ten (10) days.
- 25.02 (a) An employee is required to produce a certificate from a qualified medical practitioner certifying that they are unable to carry out their duties due to illness for sick leave in excess of three (3) consecutive days.
- (b) 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 their 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 their 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 its 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 they have accumulated or been advanced, where it is determined by Workers' Safety and Compensation Commission that they are unable to perform their duties because of:
  - (i) personal injury accidentally received in the performance of their duties and not caused by the employee's wilful misconduct; or
  - (ii) sickness resulting from the nature of their employment.
- (b) The employee agrees to pay the Town, any amount received by them from the Workers' Safety and Compensation Commission for the loss of wages in settlement of any claim they may have in respect of such injury.
- (c) While the employee and Employer are awaiting the decision of the Workers' Safety and Compensation Commission as to the compensability of the injury, the employee shall use their 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 Workers' Safety and Compensation Commission to the employee, credit the employee with the sick leave credits used.
- (d) The appropriate rate of injury on duty leave after an award by the Workers' Safety and Compensation Commission shall be equal to the difference between the employee's regular wages and the compensation

received from the Workers' Safety and Compensation Commission, Example: if two thirds of the employee's regular wage is received from WSCC, the amount of leave liquidated for one day's injury on duty leave shall be one third day.

#### Medical Travel Leave

25.09 An employee who is proceeding to a medical centre or accompanying a dependant who is proceeding to a medical centre shall be granted leave with pay for the lesser of three (3) days or the actual time taken to travel from Fort Smith to the medical centre and return. The employee shall provide proof of an appointment in the form required by the Employer.

### **ARTICLE 26 - LEAVE WITH INCOME AVERAGING**

26.01 An indeterminate employee may make a written application to the employer to receive 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 month period that the LIA covers. The Employer will make all reasonable efforts to accommodate such leaves and will provide written confirmation within fourteen (14) days of the initial application.

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

27.01 The Union, Employees and the Employer shall follow the Northwest Territories Safety Act and all related Regulations.

#### 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 they have reasonable grounds to believe are dangerous to their 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 the employee otherwise, or until the NWT Safety Officer or their designated representative has investigated the matter and advised the employee otherwise.
- (c) No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that they exercised the right conferred upon them 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.

#### 27.06 Occupational Health & Safety Committee

- (a) The Occupational Health & Safety Committee is established in accordance with the provisions for occupational health and safety committees under the Safety Act and its pursuant applicable regulations.
- (b) The purpose of this Committee, in addition to the duties set out in the legislation, is to participate in developing and monitoring the Employer's health and safety program, and to take health and safety into consideration when formulating policies, practices and procedures. The Committee may make recommendations to the Employer on occupational health and safety practices.
- (c) The Committee is a forum where management and employee representatives can meet to exchange information, discuss policies,

programs and conditions, and where employee representatives can communicate to the Employer their views on health and safety matters.

- (d) The members of the Occupational Health & Safety Committee together shall be required to attend available occupational health and safety courses at least once per year when held in Fort Smith. The Employer shall apply to the Workers' Safety and Compensation Commission to have appropriate health and safety courses offered in Fort Smith at no cost to the employees.

#### Meetings & Quorum

- (e) The Committee shall consist of two (2) representatives from the employees and two (2) representatives from the Employer. The Committee shall select from its own membership two Chairpersons, one from the representatives from the employees and one from the representatives from the Employer, who shall rotate duties at every meeting. The Committee will meet at least quarterly, and when necessary as decided by the Committee, during normal working hours.
- (f) The quorum of the Committee shall consist of all members of the Committee.
- (g) At the direction of the Committee Chairperson, members of the Committee are entitled to such time from their regular work as is necessary to attend meetings or to carry out any other functions as members of the committee.

#### Minutes

- (h) Minutes of every meeting will be prepared in accordance with the Employer's minutes template and distributed by the Committee prior to the next meeting, at which the minutes will be presented for review and adoption. Adopted minutes shall be forwarded to the Union and posted in the workplace for at least twelve (12) months.

#### Powers of Committee

- (i) The Committee may request from the Employer any information that the Committee considers necessary to identify existing or potential hazards with respect to materials, processes, equipment or activities.
- (j) The Committee shall have full access to all publicly accessible government and Employer reports, studies and tests relating to the health and safety of employees, or to the parts of those reports, studies and tests that relate to the health and safety of employees, but shall not have access



to the medical records of any person, except with the person's written consent.

## **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 their 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 *Employment 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.

28.05 For casual and part-time employees who are eligible for a Designated Paid Holiday, a regular day's pay shall be calculated based on the average daily hours worked by the employee in the four weeks preceding the week in which the Holiday falls.

## **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 for the NWT.
- (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 for the NWT 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 five (5) working days prior to the travel, except in extenuating circumstances.
- (d) Where an employee traveling on Employer business requires overnight accommodations, and requests that they 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.

29.03 Employees who are required by the Employer to travel on Employer business outside of their regularly scheduled hours of work shall be paid for all hours spent travelling at their applicable overtime rate. This includes travel time to training events, conference, and travel for any other kind of Employer business.

### **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 10% 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 the completion of a satisfactory performance evaluation under Article 18, or where the Employer fails to provide the employee with a performance evaluation within the time prescribed in 18.02, 18.03 (a) or 18.03 (b), as the case may be, 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 approval from the Senior Administrative Officer, 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 assumes responsibilities in excess of those identified in their job description for a specified period of time, they will receive responsibility pay at the rate of \$1.40 per hour. The assumption of the additional responsibility must be approved by the Senior Administrative Officer or designate, in writing, prior to the assumption of duties.

## **ARTICLE 31 - NORTHERN ALLOWANCE**

31.01 A Northern Allowance of \$7,715.79 per year will be paid to every indeterminate employee and to every casual employee that exceeds 960 hours of continuous employment.

31.02 The Northern Allowance will be paid to employees as follows:

- (a) The allowance will be paid bi-weekly;
- (b) The allowance for seasonal, part-time and casual employees referred to in 31.01 will be pro-rated to an hourly rate by dividing the annual rate by 1950 or 2080, to a maximum of \$7,715.79; and
- (c) No Allowance will be paid for overtime.

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

32.01 The normal hours of work for Town Hall 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 either a thirty (30) minute or one (1) hour (unpaid) lunch period to be scheduled as close to the midpoint of the employee's workday as possible, and two (2) rest periods of fifteen (15) minutes, one to commence on or about the midpoint of the first half of the employee's workday and the second commencing on or about the midpoint of the second half of the employee's workday.

- (b) Employees who are unable to take their lunch period shall be entitled to leave work after the completion of their normal hours of work.

32.04 Pool Staff: Regularly scheduled shifts shall be between 6:00 a.m. and 10:30 p.m. from Monday to Sunday. Each scheduled shift shall be a minimum of two (2) hours and the shift schedule shall be posted at least two (2) weeks in advance.

### **ARTICLE 33 - OVERTIME**

33.01 Definitions in this Article:

- (a) "overtime" means work performed by an employee in excess or outside of their regularly scheduled hours of work. In the case of part-time, casual and term employees, overtime means work performed by the employee in excess of the full-time hours for the position;
- (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 prior to performance except in emergency circumstances.
- (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

twenty (20) days per fiscal year. Hours owing to an employee at the end of the fiscal year shall be paid to the employee.

33.06 (a) An employee may, for cause, refuse to work overtime provided that they place their refusal in writing.

(b) A part-time, casual or term employee may refuse to work in excess or outside of their regularly scheduled hours.

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

34.01 An employee required to work Evening Hours or Night Hours will be entitled to:

Evening Hours: \$1.50 per hour worked, provided that the employee works a minimum of two (2) or more Evening Hours.

Night Hours: \$1.55 per hour worked provided that the employee works a minimum of two (2) or more Night Hours

34.02 There shall be no split shifts for any employees except for Lifeguards, Lifeguards/Instructors, and Junior Lifeguards.

#### **ARTICLE 35 - STANDBY PAY**

35.01 Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of one hour's pay at the employee's base salary for each eight (8) consecutive hours or portion thereof that is the employee is on standby, except on the employee's days of rest and designated paid holidays.

35.02 For each eight (8) consecutive hours or portion thereof that an employee is on standby on a day of rest or a designated paid holiday, they shall be paid one and one half hours pay at the employee's base salary

35.03 An employee designated by the Employer for standby shall be available during their period of standby at a known telephone number and be available to return for duty as quickly as possible if called.

35.04 In designating employees for stand by the Employer will endeavour to provide for the equitable distribution of standby duties among readily available, qualified employees who are normally required, in their regular duties, to perform that work.

35.05 No standby payment shall be granted if an employee is unable to report for duty when required.

35.06 An employee on standby who is required to return to the workplace shall be paid, in addition to the standby pay, the appropriate overtime rate for all hours worked, subject to a minimum payment of four (4) hours pay at the straight time rate each time they report, except that this minimum shall only apply once during each standby period of eight (8) consecutive hours or portion thereof.

35.07 An employee who is required to work during off duty hours by responding by phone, email or other electronic means and is not required to return to the workplace, shall be compensated at the greater of:

- (a) One (1) hour at the straight time rate; or
- (b) Compensation at the applicable overtime rate for time worked.

This minimum one (1) hour payment applies only once during each sixty (60) minute period.

This section applies whether or not an employee has been designated to be on standby.

### **ARTICLE 36 -CALL BACK PAY**

36.01 When an employee is recalled to a place of work for a specific duty, they 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.

36.02 It is understood that the provisions in 36.01 (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, they shall be paid at the appropriate overtime rate for the hours worked.

### **ARTICLE 37 - PENSION PLAN**

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

## **ARTICLE 38 - INSURANCE PLAN**

- 38.01 Employees who are eligible shall, as a condition of employment, participate in the benefits set out herein and covered by the Northern Employee Benefits Services (NEBS). The provisions of NEBS regarding the eligibility of employees, the benefit coverage provided for employees shall govern. The Employer shall contribute sixty (60%) of the monthly premiums and the employee shall contribute forty (40%) of the monthly premiums. The employee's contribution shall be used to pay 100% of the cost of the Long-Term Disability premium and secondly to contribute to the cost of other premiums.
- 38.02 The following benefits shall be made available to all eligible employees:
- (1) dental care insurance;
  - (2) extended health care insurance;
  - (3) group life insurance;
  - (4) accidental death, disease and dismemberment insurance;
  - (5) weekly indemnity; and
  - (6) long-term disability
- 38.03 The NEBS Extended Health Care and Dental Insurance plans are optional plans available to each individual eligible employee.
- 38.04 The Employer shall advise the insurance plan administrator(s) of any adjustments to earnings subject to these plans, termination of employees covered by these plans, new eligible employees under these plans, and other required information as determined by these plans without delay.
- 38.05 The Employer shall remit all required contributions and premiums for the plans under this Article within the time periods specified by the plan administrator(s), and shall forward all claims under these plans in a timely manner.
- 38.06 The Employer shall distribute to all employees eligible for coverage under the plans in this Article all literature, statements and materials produced by NEBS and the insurers, which have been provided to the Employer and intended for distribution to the employees. New eligible employees shall be provided with plan booklets upon hire and shall be enrolled in a timely manner.



### **ARTICLE 39 - CLASSIFICATION**

- 39.01 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.
- 39.02 Where an employee believes that they have been improperly classified with respect to their position or category, group and level, they shall discuss their classification with their immediate supervisor and, on request, be provided with a copy of their statement of duties.

### **ARTICLE 40 - TECHNOLOGICAL CHANGE**

- 40.01 The parties recognize the mutual benefits and overall advantages of technological change. Therefore, the parties will encourage appropriate technological change and improvements.
- 40.02 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.
- 40.03 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 41 - ADJUSTMENT OF DISPUTES**

- 41.01 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.

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

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

41.04 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.

41.05 Employees', prior to filing a grievance will discuss any potential grievance(s) with the Employer, in an effort to resolve the matter.

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

- (a) the aggrieved employee, their 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.

41.07 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 the Arbitrator, 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 the Arbitrator, and shall be conveyed to the parties within sixty (60) days of hearing the matter.
- (e) The Employer and the Union agree to each pay one half (1/2) of the remuneration and expenses of the Arbitrator and each party shall bear its own expenses of every 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 parties will attempt to come to an agreement on the selection of an Arbitrator within (30) calendar days of the date on which notification by either party to submit the difference of allegation to arbitration was made, or such further period as may be mutually agreed upon by the parties. In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the sole Arbitrator.

#### 41.08 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 shall hear the grievance within thirty (30) days of appointment and render a decision within ten (10) working days of the hearing, unless otherwise agreed upon by the parties. The written reasons of an expedited arbitration decision shall not exceed ten (10) pages. Such a decision shall be final and binding on the parties.

41.09 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 42 - DISCHARGE and DISCIPLINE**

42.01 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.

- 42.02 The Employer shall notify the affected employee of their right to have Union Representation.
- 42.03 When employees are to be suspended or discharged the Employer shall notify the employee in writing of the reasons for such suspension or discharge.
- 42.04 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 themself.
- 42.05 This Article shall follow the provision of Article 40, Adjustment of Disputes up to and including Arbitration.

### **ARTICLE 43 - SEVERANCE PAY**

#### Lay Offs

- 43.01 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.
- 43.02 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.
- 43.03 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.

Severance Pay		
Completed Year of Service	Percentage of Gross Weekly Pay	
One (1)	Ten Percent	10%
Two (2)	Twenty Percent	20%
Three (3)	Thirty Percent	30%
Four (4)	Forty Percent	40%
Five (5)	Fifty Percent	50%

Severance Pay		
Completed Year of Service	Percentage of Gross Weekly Pay	
Six (6)	Sixty Percent	60%
Seven (7)	Seventy Percent	70%
Eight (8)	Eighty Percent	80%
Nine (9)	Ninety Percent	90%
Ten (10) or More	One Hundred Percent	100%

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

#### **ARTICLE 44 - LAY OFF/RESIGNATION**

- 44.01 Any full or part-time employee resigning shall give a minimum of two weeks' notice in writing to their immediate supervisor.
- 44.02 Other than for cause, under no circumstances will an employee be terminated or laid off without one (1) months' notice or salary in lieu of notice.
- 44.03 There shall be no layoff of any employee during the life of this Agreement except for layoff resulting from lack of work or lack of funding or discontinuance of a function.
- 44.04 In the event of layoff, employees shall be laid-off in reverse order of their seniority within specified classifications. Where the seniority of employees subject to layoff is equal, layoff will be according to qualifications.

44.05 Laid off employees shall be recalled in the order of their seniority within specified classifications, where jobs become available, provided they have the skill and ability to perform such jobs. Where laid off employees' seniority is equal, recall will proceed according to qualifications.

44.06 The employer shall give notice of recall personally or by registered mail.

- (a) Where notice of recall is given personally, the Employer shall deliver, in duplicate, a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served.
- (b) Where notice of recall is given by registered mail, notice is deemed to be given three days from the date of mailing.

44.07 The employee shall keep the Employer advised at all times of their current address. The employee shall return to work within ten (10) working days of receipt of notice of recall, unless on reasonable grounds, they are unable to do so.

44.08 No new employees within specified classifications shall be hired until those laid off have been given the opportunity of recall.

44.09 With reference to a re-hire of an employee after a layoff, their employment in the position held by them at the time they were laid off and their employment in the position to which they are hired shall constitute continuous employment provided such re-hire is within a period of twelve (12) months.

44.10 Where an employee ceases to be employed for reasons other than discharge and is re-employed within a period of twelve (12) months, those benefits which the employee has earned as a result of their past service with the Employer shall be reinstated. However, they shall not accumulate such benefits during the period they were laid off.

44.11 Cooling Off Period

An employee who willfully terminates their employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if the employee does so within two (2) working days. Should the Employer refuse to allow the employee to return to work, the termination shall be considered as a discharge effective the date that the employee sought to return to work and may be grieved as a discharge. The benefit of the cooling off period shall only apply once per fiscal year.

**ARTICLE 45 - JOB VACANCIES POSTINGS, PROMOTIONS, AND TRANSFERS**

- 45.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly-created position shall be posted internally for at least seven (7) full working days on all Union notice boards and shall be concurrently advertised outside the bargaining unit. The job posting shall state the job classification, rate of pay, shift, required qualifications of the job and the competition closing date. An employee desiring a position must make application in writing to the Employer prior to the competition closing. An internal candidate will have precedence over an external candidate as long as the internal candidate possesses the necessary qualifications.
- 45.02 Seniority shall be the governing factor in determining promotions and filling jobs after posting, provided that the most senior employee possesses the skill, ability and required qualifications to perform the requirements of the job.
- 45.03 No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Should an employee return to the bargaining unit, their seniority accumulated up to the date of transfer shall be reinstated.
- 45.04 No employee shall be transferred to another position within the bargaining unit without their consent. If an employee is transferred to another position, they shall have the right to return to their former position within three (3) months, and the Employer shall also have the right to return the employee to their former position within three (3) months from the date of the initial transfer. Any other employee affected by the transfer shall be returned to their former position.
- 45.05 Trial Period on Promotion
- (a) All promoted full-time employees are subject to a three (3) months trial period that may be extended for a further three (3) months, at the Employer's discretion. All promoted employees other than full-time employees are subject to a trial period of 488 hours of work (1950 employees) or 520 hours of work (2080 employees) that may be extended for a further 488 hours or 520 hours, at the Employer's discretion. Where the promoted employee proves unsatisfactory in the position at any point

in the trial period, the Employer shall have the right to return the employee to their former position.

- (b) A promoted employee shall have the right to return to their former position within the initial three (3) months of the trial period for full-time employees, or within the first 488 hours or 520 hours of the trial period for employees other than full-time employees, upon request by the employee.
- (c) Where a promoted employee returns to their former position during a trial period, any other employee affected by the promotion shall be returned to their former position.

#### **ARTICLE 46 - WORK CLOTHING AND PROTECTIVE EQUIPMENT**

46.01 Where the following articles are required by the Workers Safety and Compensation Commission/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;
  - (ix) pool uniform;
  - (x) goggles;
  - (xi) deck shoes
- (d) reimburse the cost of safety footwear to employees whom Workers Safety and Compensation Commission or the NWT Safety Ordinance deems to require safety footwear. Reimbursement shall be in the amount of the actual cost of safety footwear, upon receipt of proof of purchase. Eligible employees are entitled to such reimbursement for the purchase of one or



more pairs of safety footwear, up to a maximum amount of three hundred dollars (\$300.00) per calendar year.

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

#### **ARTICLE 47 - HARASSMENT**

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

47.02 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 48 - LONG TERM SERVICE AWARDS**

48.01 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 \$900.00 and such employee shall thereafter be entitled to an annual long term employment award of \$300.00. Any long term employment award shall be subject to a satisfactory performance evaluation, except where the Employer fails to provide the employee with a performance evaluation within the time prescribed in 18.02, 18.03 (a) or 18.03 (b), as the case may be.

#### **ARTICLE 49 - CIVIL LIABILITY**

49.01 If an action or proceeding is brought against any employee or former employee covered by this agreement for an alleged tort committed by the employee in the performance of their 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 them 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 their 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 50 -JOINT UNION MANAGEMENT COMMITTEE**

- 50.01 The Employer and the Union acknowledge the mutual benefits of joint consultation and agree to maintain a Joint Union Management Committee which will have as its objective meaningful consultation on matters of mutual interest, except issues that are the subject of a grievance.
- 50.02 The Committee shall consist of two (2) Union and two (2) Employer representatives and will meet at least every three (3) months, unless the Employer and the Union agree otherwise.
- 50.03 Minutes of every meeting will be prepared, in accordance with the Employer's minutes template, and distributed by the Committee during working hours prior to the next meeting, at which the minutes will be presented for review and adoption and posted in the workplace for at least twelve (12) months.
- 50.04 Time spent in Committee meetings is deemed to be time worked.
- 50.05 The Joint Union Management Committee has no authority to amend this Agreement.

#### **ARTICLE 51 - SENIORITY**

- 51.01 Seniority means the total length of continuous service with the Employer.
- 51.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall be kept up-to-date, a copy of which shall be posted on the bulletin board and shall be sent to the Union every six (6) months.

## **ARTICLE 52 - JOB SHARING**

- 52.01 Job sharing is a voluntary arrangement between the Employer and two or more employees of the Town of Fort Smith by which two or more employees agree to share the responsibilities and tasks of a full-time job in such a manner that each attends in the position for separate periods of time. These employees shall be considered part time employees. These employees shall be qualified for the job sharing position.
- 52.02 Where a qualified employee wishes to enter into a job share arrangement, and no other qualified employee has been identified or agreed to share the position, then the Employer may place qualified casual employees or qualified transferred employees to fill the remaining portion of the position while the Employer continues to seek another qualified employee or qualified candidate to fill the remaining portion of the position. The Employer shall only employ qualified employees for the job sharing arrangements.
- 52.03 If, at the conclusion of one year of employment in a job share position, where one or more employees have vacated the job share arrangement, no other employee or candidate has been identified or agreed to share the position, the job share arrangement will terminate. The shared position will revert to a full-time indeterminate position, and in the case of an indeterminate employee, the employee will have the option to assume that position full time. In the case of an employee employed on a term basis for more than one year, the employee will have the option to assume that position full time until the end of the period of term employment.
- 52.04 The partially filled job share arrangement may be extended beyond one year, only with the approval of the Union. The Employer will ensure that a series of one-year term employees are not employed in lieu of filling the remaining portion of a job share position.

## **ARTICLE 53 - DEFERRED SALARY LEAVE PLAN**

- 53.01 The deferred salary leave plan enables employees to take six months or one year of leave from the Town of Fort Smith and to finance this leave through a deferral of salary in previous years.
- 53.02 Under this plan, participating employees agree to defer a portion of their salary for four or four and one half consecutive years and the Employer agrees to grant leave in the fifth year or the last six

months of the fifth year, and to use the amounts deferred in the previous four or four and one-half years to pay the employee's salary during the period of the leave. Participation in the plan is subject to operational requirements.

53.03 During the period of leave, employees may engage in whatever activities they wish except work for the Town of Fort Smith, or work in conflict with their employment with the Town.

53.04 The individual plan for each participating employee is a six year period consisting of the following:

- (1) (a) The first four consecutive years during which the employee draws 80% of salary earned in each of the four years and defers the remaining 20%;
- (b) The fifth consecutive year in which the employee takes the leave, and is paid from the amounts deferred above; and
- (c) The sixth consecutive year in which the employee returns to employment with the Town of Fort Smith for a minimum of one year;

or

- (2) (a) The first four consecutive years and six consecutive months during which the employee draws 90% of salary earned in each of the four years and six months and defers the remaining 10%;
- (b) The last six consecutive months of the fifth consecutive year in which the employee takes the leave, and is paid from the amounts deferred above; and
- (c) The first six consecutive months of the sixth consecutive year in which the employee returns to employment with the Town of Fort Smith for a minimum of six months.

53.05 Participation can begin at any time during the year.

53.06 Subject to operational requirements, there is no maximum number of employees allowed to enter the plan.

53.07 The SAO ensures that approved leaves do not impair the future operation of the Town of Fort Smith.

- 53.08 Employees make written application to the SAO. Applications should state the proposed start date of the salary deferral and the proposed period of leave.
- 53.09 The SAO reviews the application and the requirements of the Town of Fort Smith and notifies the employee at least six weeks prior to the start of salary deferral.
- 53.10 Each participant will sign an agreement covering the details of the plan.
- 53.11 In each year of the plan, preceding the period of leave, the employee will be paid 80% or 90% of the applicable salary. The remaining 20% or 10% of salary will be deferred and this amount will be retained in trust by the Employer to finance payments during the period of leave.
- 53.12 The deferred salary leave will be placed in a trust fund by the Town and any returns on the investment of the trust will be paid to the participant at the end of each calendar year.
- (a) A statement of the individual account will be provided to each participant at the end of each year.
- (b) Interest earned will be reported on the participant's T-4.
- 53.13 During the period of leave, the participant shall receive, if on a one year leave, one twenty-sixth or, if on a six month leave, one thirteenth of the amount deferred. No additional payments to the participant can be made such as loans, subsidies, allowances or salary.
- 53.14 Income tax will be deducted in accordance with the provisions of the Income Tax Act and its Regulations.
- 53.15 During the first four or four and one-half years of the plan, the Employer shall provide employee benefits at a level equivalent to 100% of salary. An employee's benefits will be maintained during the period of leave; however, the employee will be responsible for the employee and the employer portions. These benefits will also be based on the full salary.
- 53.16 Upon return from leave, the Town of Fort Smith will, wherever possible, place the employee in the position held at the commencement of the leave. Where this is not possible, the employee will be placed in an agreed upon equivalent position. If

the employee's position is deleted from the establishment while the employee is on leave, the employee will be entitled to the same rights and benefits had the employee been in the position when it was deleted.

53.17 The Employer shall cancel participation in the plan and shall refund, within 60 days, the total of the deferred salary plus earnings from the plan, if the employee dies or employment is otherwise terminated.

53.18 Where operational requirements would not be met if the employee proceeded on leave in the fifth year, or where exceptional changes in the personal circumstances make the leave unfeasible, the Employer will give the employee the choice of the following:

- (a) withdrawing from the plan and taking a refund of the total in the deferred salary amount; or
- (b) deferring the period of leave to either the sixth or seventh consecutive year or to some other mutually agreeable time.

53.19 Upon withdrawal from the plan the total in the account will be repaid to the employee within 60 days of the notification of withdrawal.

#### **ARTICLE 54 -NO CONTRACTING OUT**

54.01 There shall be no contracting out of bargaining unit work if it would result in the layoff, continuance of a layoff or the reduction of hours of an employee.

54.02 In exceptional circumstances, where the Employer contemplates contracting out of any bargaining unit work that would result in the layoff, continuance of a layoff or the reduction of hours of an employee, the Employer shall enter into meaningful consultation with the Union and shall be required to reach a mutually accepted agreement with the Union of Northern Workers, before such contracting out may occur. This agreement shall only be signed by authorized executive officers of the parties.

#### **ARTICLE 55 -DURATION AND RENEWAL**

55.01 The term of this Agreement shall be from January 1, 2019 until December 31, 2022.

- 55.02 The pay schedules contained in Appendix "A" shall apply from the date specified on each schedule.
- 55.03 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 I*, have been met.
- 55.04 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.
- 55.05 This Agreement may be amended by mutual consent.
- 55.06 The Employer and the Union agree that there are benefits to be derived from discussions between the parties, and to that end agree to discuss matters of common interest on an on-going basis.

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

**Effective January 1, 2019 - increase by 2.25%**

<b>Level</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
9	\$52,841.04	\$54,130.28	\$55,477.63	\$56,870.06	\$58,322.96	\$59,835.20
10	\$54,130.28	\$55,477.63	\$56,870.06	\$58,322.96	\$59,835.20	\$61,405.52
11	\$55,477.63	\$56,870.06	\$58,322.96	\$59,835.20	\$61,405.52	\$63,039.91
12	\$56,870.06	\$58,322.96	\$59,835.20	\$61,405.52	\$63,039.91	\$64,739.53
13	\$58,322.96	\$59,835.20	\$61,405.52	\$63,039.91	\$64,739.53	\$66,506.74
14	\$59,835.20	\$61,405.52	\$63,039.91	\$64,739.53	\$66,506.74	\$68,343.93
15	\$61,405.52	\$63,039.91	\$64,739.53	\$66,506.74	\$68,343.93	\$70,255.86
16	\$63,039.91	\$64,739.53	\$66,506.74	\$68,343.93	\$70,255.86	\$72,243.66
17	\$64,739.53	\$66,506.74	\$68,343.93	\$70,255.86	\$72,243.66	\$74,312.15
18	\$66,506.74	\$68,343.93	\$70,255.86	\$72,243.66	\$74,312.15	\$76,460.09
19	\$68,343.93	\$70,255.86	\$72,243.66	\$74,312.15	\$76,460.09	\$78,696.98
20	\$70,255.86	\$72,243.66	\$74,312.15	\$76,460.09	\$78,696.98	\$81,022.84
21	\$72,243.66	\$74,312.15	\$76,460.09	\$78,696.98	\$81,022.84	\$83,441.19
22	\$74,312.15	\$76,460.09	\$78,696.98	\$81,022.84	\$83,441.19	\$85,955.63
23	\$76,460.09	\$78,696.98	\$81,022.84	\$83,441.19	\$85,955.63	\$88,570.88
24	\$78,696.98	\$81,022.84	\$83,441.19	\$85,955.63	\$88,570.88	\$91,292.86
25	\$81,022.84	\$83,441.19	\$85,955.63	\$88,570.88	\$91,292.86	\$94,121.61
26	\$83,441.19	\$85,955.63	\$88,570.88	\$91,292.86	\$94,121.61	\$97,065.38
27	\$85,955.63	\$88,570.88	\$91,292.86	\$94,121.61	\$97,065.38	\$100,124.21



**Effective January 1, 2020 - increase by 1.75%**

<b>Level</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
9	\$53,765.76	\$55,077.56	\$56,448.49	\$57,865.29	\$59,343.61	\$60,882.31
10	\$55,077.56	\$56,448.49	\$57,865.29	\$59,343.61	\$60,882.31	\$62,480.12
11	\$56,448.49	\$57,865.29	\$59,343.61	\$60,882.31	\$62,480.12	\$64,143.10
12	\$57,865.29	\$59,343.61	\$60,882.31	\$62,480.12	\$64,143.10	\$65,872.47
13	\$59,343.61	\$60,882.31	\$62,480.12	\$64,143.10	\$65,872.47	\$67,670.61
14	\$60,882.31	\$62,480.12	\$64,143.10	\$65,872.47	\$67,670.61	\$69,539.95
15	\$62,480.12	\$64,143.10	\$65,872.47	\$67,670.61	\$69,539.95	\$71,485.34
16	\$64,143.10	\$65,872.47	\$67,670.61	\$69,539.95	\$71,485.34	\$73,507.93
17	\$65,872.47	\$67,670.61	\$69,539.95	\$71,485.34	\$73,507.93	\$75,612.61
18	\$67,670.61	\$69,539.95	\$71,485.34	\$73,507.93	\$75,612.61	\$77,798.14
19	\$69,539.95	\$71,485.34	\$73,507.93	\$75,612.61	\$77,798.14	\$80,074.18
20	\$71,485.34	\$73,507.93	\$75,612.61	\$77,798.14	\$80,074.18	\$82,440.74
21	\$73,507.93	\$75,612.61	\$77,798.14	\$80,074.18	\$82,440.74	\$84,901.42
22	\$75,612.61	\$77,798.14	\$80,074.18	\$82,440.74	\$84,901.42	\$87,459.86
23	\$77,798.14	\$80,074.18	\$82,440.74	\$84,901.42	\$87,459.86	\$90,120.87
24	\$80,074.18	\$82,440.74	\$84,901.42	\$87,459.86	\$90,120.87	\$92,890.48
25	\$82,440.74	\$84,901.42	\$87,459.86	\$90,120.87	\$92,890.48	\$95,768.73
26	\$84,901.42	\$87,459.86	\$90,120.87	\$92,890.48	\$95,768.73	\$98,764.03
27	\$87,459.86	\$90,120.87	\$92,890.48	\$95,768.73	\$98,764.03	\$101,876.39

**Effective January 1, 2021 - increase by 1.75%**

<b>Level</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
9	\$54,706.66	\$56,041.42	\$57,436.34	\$58,877.93	\$60,382.13	\$61,947.75
10	\$56,041.42	\$57,436.34	\$58,877.93	\$60,382.13	\$61,947.75	\$63,573.52
11	\$57,436.34	\$58,877.93	\$60,382.13	\$61,947.75	\$63,573.52	\$65,265.61
12	\$58,877.93	\$60,382.13	\$61,947.75	\$63,573.52	\$65,265.61	\$67,025.24
13	\$60,382.13	\$61,947.75	\$63,573.52	\$65,265.61	\$67,025.24	\$68,854.85
14	\$61,947.75	\$63,573.52	\$65,265.61	\$67,025.24	\$68,854.85	\$70,756.90
15	\$63,573.52	\$65,265.61	\$67,025.24	\$68,854.85	\$70,756.90	\$72,736.33
16	\$65,265.61	\$67,025.24	\$68,854.85	\$70,756.90	\$72,736.33	\$74,794.32
17	\$67,025.24	\$68,854.85	\$70,756.90	\$72,736.33	\$74,794.32	\$76,935.83
18	\$68,854.85	\$70,756.90	\$72,736.33	\$74,794.32	\$76,935.83	\$79,159.60
19	\$70,756.90	\$72,736.33	\$74,794.32	\$76,935.83	\$79,159.60	\$81,475.47
20	\$72,736.33	\$74,794.32	\$76,935.83	\$79,159.60	\$81,475.47	\$83,883.45
21	\$74,794.32	\$76,935.83	\$79,159.60	\$81,475.47	\$83,883.45	\$86,387.19
22	\$76,935.83	\$79,159.60	\$81,475.47	\$83,883.45	\$86,387.19	\$88,990.41
23	\$79,159.60	\$81,475.47	\$83,883.45	\$86,387.19	\$88,990.41	\$91,697.99
24	\$81,475.47	\$83,883.45	\$86,387.19	\$88,990.41	\$91,697.99	\$94,516.07
25	\$83,883.45	\$86,387.19	\$88,990.41	\$91,697.99	\$94,516.07	\$97,444.69
26	\$86,387.19	\$88,990.41	\$91,697.99	\$94,516.07	\$97,444.69	\$100,492.40
27	\$88,990.41	\$91,697.99	\$94,516.07	\$97,444.69	\$100,492.40	\$103,659.22

**Effective January 1, 2022 - increase by 1.50%**

<b>Level</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
9	\$55,527.26	\$56,882.04	\$58,297.88	\$59,761.10	\$61,287.86	\$62,876.97
10	\$56,882.04	\$58,297.88	\$59,761.10	\$61,287.86	\$62,876.97	\$64,527.12
11	\$58,297.88	\$59,761.10	\$61,287.86	\$62,876.97	\$64,527.12	\$66,244.59
12	\$59,761.10	\$61,287.86	\$62,876.97	\$64,527.12	\$66,244.59	\$68,030.61
13	\$61,287.86	\$62,876.97	\$64,527.12	\$66,244.59	\$68,030.61	\$69,887.67
14	\$62,876.97	\$64,527.12	\$66,244.59	\$68,030.61	\$69,887.67	\$71,818.25
15	\$64,527.12	\$66,244.59	\$68,030.61	\$69,887.67	\$71,818.25	\$73,827.38
16	\$66,244.59	\$68,030.61	\$69,887.67	\$71,818.25	\$73,827.38	\$75,916.23
17	\$68,030.61	\$69,887.67	\$71,818.25	\$73,827.38	\$75,916.23	\$78,089.87
18	\$69,887.67	\$71,818.25	\$73,827.38	\$75,916.23	\$78,089.87	\$80,347.00
19	\$71,818.25	\$73,827.38	\$75,916.23	\$78,089.87	\$80,347.00	\$82,697.61
20	\$73,827.38	\$75,916.23	\$78,089.87	\$80,347.00	\$82,697.61	\$85,141.70
21	\$75,916.23	\$78,089.87	\$80,347.00	\$82,697.61	\$85,141.70	\$87,683.00
22	\$78,089.87	\$80,347.00	\$82,697.61	\$85,141.70	\$87,683.00	\$90,325.26
23	\$80,347.00	\$82,697.61	\$85,141.70	\$87,683.00	\$90,325.26	\$93,073.46
24	\$82,697.61	\$85,141.70	\$87,683.00	\$90,325.26	\$93,073.46	\$95,933.81
25	\$85,141.70	\$87,683.00	\$90,325.26	\$93,073.46	\$95,933.81	\$98,906.36
26	\$87,683.00	\$90,325.26	\$93,073.46	\$95,933.81	\$98,906.36	\$101,999.78
27	\$90,325.26	\$93,073.46	\$95,933.81	\$98,906.36	\$101,999.78	\$105,214.11

<u>Classification</u>	<u>Level</u>	<u>Classification</u>	<u>Level</u>
Public Works Manager	29	Seasonal Equipment Operator	18
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		
Aquatic Lead	19		
Community Services Program Coordinator	25		

Effective September 1, 2015, the above classification list will be deleted and replaced with the following list.

<u>Classification</u>	<u>Level</u>	<u>Classification</u>	<u>Level</u>
<b>Economic Development Officer</b>	<b>20</b>	<b>Works Supervisor</b>	<b>27</b>
Executive Secretary	17	Water Plant Operator III	<b>18</b>
Finance Clerk	<b>18</b>	Water Plant Operator II	<b>17</b>
Clerk/Receptionist	16	Water Plant Operator I	<b>15</b>
By-Law Officer	<b>18</b>	Corporate Services Officer	25
<b>Facilities Supervisor</b>	<b>25</b>	Protective Services Officer	25
Facility Maintainer III	17	Equipment Operator	<b>18</b>
Facility Maintainer II	16	Labourer	12
Facility Maintainer I	<b>12</b>	Recreation Centre Asst.	<b>12</b>
Lifeguard	12		
<b>Lifeguard/Instructor</b>	<b>15</b>	Junior Lifeguard	\$17.78/hour
<b>Recreation Administration Lead</b>	<b>18</b>		
Aquatic Lead	19		
Community Services Program Coordinator	25		



LETTER OF UNDERSTANDING

**Between**

**PUBLIC SERVICE ALLIANCE OF CANADA**

**And**

**TOWN OF FORT SMITH**

Subject: Working Alone Policy

The Employer shall begin the implementation of the Working Alone Policy, as developed by the Occupational Health and Safety Committee, before December 31<sup>st</sup>, 2019.

## LETTER OF UNDERSTANDING

Between

**PUBLIC SERVICE ALLIANCE OF CANADA**

And

**TOWN OF FORT SMITH**

Pay notes for the conversion to the new grid resulting from the Hay Plan Job Evaluation Review.

**Effective date:**

1. The rates of pay for the conversion to the new grid are effective September 1, 2015.

**Conversion rules for employees whose classification level will increase:**

2. An employee whose classification level will increase as a result of conversion to the new grid will be placed on the step equal to, but in no case less than, their current level of pay.

**Conversion rules for employees whose classification level will decrease:**

3. An employee whose position is reclassified downward (i.e. has a lower job rate after reclassification) as a result of conversion to the new grid, shall receive incremental step increases and negotiated economic increases on the same basis as if they had not been reclassified for as long as the employee remains in their current position.

**For employees whose classification level remains unchanged:**

4. Employees shall remain at the same level and step they were at immediately prior to September 1, 2015 and continue to receive increment adjustments through the level, as well as negotiated economic increases.

**For employees receiving responsibility pay:**

5. Employees who have been receiving responsibility pay in place of an amended job description will be placed on the new grid at a level and step reflective of their

annual salary, inclusive of this entitlement. Employees who are receiving responsibility pay because of a temporary reassignment of duties will continue to receive responsibility pay as long as that temporary reassignment continues.

**Job Descriptions:**

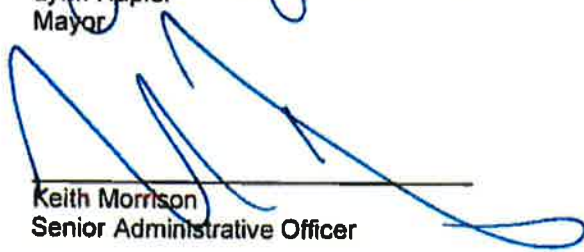
6. Employees who do not have a signed Job Description will be required to sign the employee's Job Description. If there is a disagreement with a Job Description and its Hay Plan Evaluation, the employee and Employer shall re-examine the Job Description, sign off accordingly and submit to the Hay Plan for further evaluation.



Signed at Fort Smith, Northwest Territories, this 4th day of February, 2020.

On behalf of the  
Town of Fort Smith


  
\_\_\_\_\_  
Lynn Napier  
Mayor


  
\_\_\_\_\_  
Keith Morrison  
Senior Administrative Officer

\_\_\_\_\_  
Jim Hood  
Director of Finance

  
\_\_\_\_\_  
Michelle Thériault  
Negotiator

On behalf of the  
Public Service Alliance of Canada

  
\_\_\_\_\_  
Jack Bourassa, Regional Executive  
Vice-President, PSAC North

  
\_\_\_\_\_  
Jesse Fodé, Member

  
\_\_\_\_\_  
Andrew Grenier, Member

  
\_\_\_\_\_  
Kenneth (Danny) MacDonald, Member

  
\_\_\_\_\_  
Martin Rioux, Negotiator

