

COLLECTIVE AGREEMENT

BETWEEN

THE TOWN OF FORT SMITH

AND

PUBLIC SERVICE ALLIANCE OF CANADA

Effective: October 1, 2008
Expires: December 31, 2011

Numerical Index

Article 1	Purpose of Agreement	5
Article 2	Definitions	5
Article 3	Recognition	8
Article 4	Discrimination	8
Article 5	Application	9
Article 6	Security of the Agreement	9
Article 7	Strikes and Lockouts	9
Article 8	Managerial Responsibilities	9
Article 9	Outside Employment	10
Article 10	Employer Directives	10
Article 11	Union Access to Employer Premises	10
Article 12	Time Off for Union Business	10
Article 13	Check Off	12
Article 14	Information	13
Article 15	Provision of Bulletin Board Space and Other Facilities ...	13
Article 16	Casual Employees	14
Article 17	Probation	16
Article 18	Employee Files and Review	16
Article 19	Statement of Duties	17
Article 20	Vacation Leave	17
Article 21	Winter Leave	18
Article 22	Special Leave/Civic leave/Other Leave	18
Article 23	Maternity Leave/Adoption Leave	21
Article 24	Education Leave	23
Article 25	Sick Leave	24
Article 26	Leave with Income Averaging	25
Article 27	Health and Safety	26
Article 28	Designated Holidays	27
Article 29	Travel on Behalf of Employer	28
Article 30	Pay	29
Article 31	Northern Allowance	30
Article 32	Hours of Work	30
Article 33	Overtime	31
Article 34	Shift Differential	32
Article 35	Call Back Pay	32
Article 36	Pension Plan	32
Article 37	Insurance Plan	33
Article 38	Classification	33
Article 39	Technological Change	34
Article 40	Adjustment of Disputes	34
Article 41	Discipline	36
Article 42	Severance Pay	36
Article 43	Lay-Off/Resignation	37
Article 44	Job Vacancies Postings, Promotions and Transfers	38

Article 45	Work Clothing and Protective Equipment	38
Article 46	Harassment	39
Article 47	Long Term Service Awards	39
Article 48	Civil Liability	39
Article 49	Duration and Renewal	40
Article 50	Standby	41
Appendix "A"	Rates of Pay	42
Memorandum of Agreement	Re: List of Arbitrators.....	50

Alphabetical Index

Adjustment of Disputes	34
Appendix "A" - Rates of Pay	42
Application	9
Call Back Pay	32
Casual Employees	14
Check Off	12
Civil Liability	39
Classification	33
Definitions	5
Designated Holidays	27
Discipline	36
Discrimination	8
Duration and Renewal	40
Education Leave	23
Employee Files and Review	16
Employer Directives	10
Harassment	39
Health and Safety	26
Hours of Work	30
Information	13
Insurance Plan	33
Job Vacancies Posting, Promotion and Transfers	38
Lay-Off/Resignation	37
Leave With Income Averaging	25
Long Term Service Awards	39
Managerial Responsibilities	9
Maternity Leave/Adoption Leave	21
Memorandum of Agreement Re: List of Arbitrators.....	50
Northern Allowance	30
Outside Employment	10
Overtime	31

Pay	29
Pension Plan	32
Probation	16
Provision of Bulletin Board Space and Other Facilities	13
Purpose of Agreement	5
Recognition	8
Security of the Agreement	9
Severance Pay	36
Shift Differential	32
Sick Leave	24
Special Leave/Civic Leave/Other Leave	18
Standby	41
Statement of Duties	17
Strikes and Lockouts	9
Technological Change	34
Time off for Union Business	10
Travel on Behalf of Employer	28
Union Access to Employer Premises	10
Vacation Leave	17
Winter Leave	18
Work Clothing and Protective Equipment	38

ARTICLE 1 - PURPOSE OF AGREEMENT

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

ARTICLE 2 - DEFINITIONS

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

- (g) "Continuous Employment and Continuous Service" means uninterrupted employment with the Town, except that where an employee, other than a casual employee, ceases to be employed for a reason other than dismissal, abandonment of position, or rejection on probation, and re-employed within a period of three (3) months, his periods of employment for the purpose of vacation leave shall be considered as continuous employment with the Town, and any sick leave credits accumulated prior to termination shall be reinstated to the employees' credit.
- (h) "Day of Rest" means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his/her position.
- (i) "Dependant" means a dependant as defined in Section 109 of the Income Tax Act;
- (j) "Dismissal" means termination of an employee for just cause or rejection on probation.
- (k) "Employee" means a member of the bargaining unit and includes:
- (i) "Indeterminate Employee" which means a person employed for an indeterminate period:
 - (a) "full-time employee" means a person employed on a continuous basis for the standard work day week or month;
 - (b) "part-time Employee" which means an employee employed on a continuing basis for less than the standard work day, week or month. A part-time employee is entitled to all benefits in this agreement, prorata;
 - (ii) "Term Employee" means a person employed on a regular, full time basis but with a definite termination date. A term employee shall be entitled to all benefits provided under this agreement, pro-rata "unless otherwise stated";
 - (iii) "Seasonal Employee" means a person employed on a regular, full time basis, in work of a seasonal nature, not exceeding six (6) months but recurring in successive years. A seasonal employee shall be entitled to the benefits of this Agreement, pro-rata "unless otherwise stated".

- (iv) "Casual Employee" which means a person employed for work of a temporary nature that is on an as required basis not exceeding 960 hours per fiscal year with any one department.
- (l) "Employer" means the Corporation of the Town of Fort Smith.
- (m) "Evening Shift" means the shift worked between the hours of 4:00 P.M. and 12:00 midnight.
- (n) "Grievance" means a complaint in writing that an employee or group of employees or Union submits to management to be processed through the grievance procedure.
- (o) "Holiday" means the twenty-four (24) hour period commencing at 12:00 a.m. of the days designated in Article 28.
- (p) "Immediate Family" for the purpose of this agreement is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, father-in-law, mother-in-law, grandparents, grandchild, son-in-law, sister-in-law, brother-in-law, daughter-in-law, step-mother or step-father and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (q) "Night Shift" means the shift worked between the hours of 12:00 Midnight and 8:00 A.M.
- (r) "Probation" means a period of up to twelve (12) months from the day upon which an employee is first appointed to or promoted to a position with the Employer.
- (s) "Rates of Pay" are defined as follows:
 - (i) "weekly rate of pay" means an employee's annual salary divided by 52.176;
 - (ii) "daily rate of pay" means an employee's weekly rate of pay divided by five (5)
 - (iii) "hourly rate of pay" means an employee's daily rate of pay divided by his regular scheduled daily hours of work.
- (t) "Seniority" shall be defined as length, in years of continuous service with the Employer;

- (u) "Special Project Casual" mean a casual hired specifically for employment for a short term project that is funded solely or jointly by an outside agency. Terms and conditions are as stated in Article 16 *Casual Employees*.
- (v) "Supervisor" means a member of the Bargaining Unit who has been assigned supervisory Duties;
- (w) "Union" means the Public Service Alliance of Canada as represented by the Union of Northern Workers.
- (x) "May" shall be regarded as permissive. "Shall" and "Will" as imperative and "Should" as informative only.

Number and Gender

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

ARTICLE 3 - RECOGNITION

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

- 3.01 Nothing in this Agreement shall be construed to require the Employer to do anything contrary to any Act of the Northwest Territories.
- 3.02 The Bargaining Unit is entitled to the Equivalent of one working hour per month during regularly scheduled work hours for meetings, non-accumulative, and that the Union shall hold their meetings commencing at a time mutually agreed upon with the Employer.

ARTICLE 4 - DISCRIMINATION

Freedom from Discrimination

- 4.01 The Employer and the Union agree that there shall be no discrimination, restriction, interference, harassment or coercion exercised or practiced with respect to any employee by reasons of race, colour, ancestry, nationality, ethnic origin, place of origin, creed, religion, age, disability,

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

Freedom from Workplace Violence

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

ARTICLE 5 - APPLICATION

- 5.01 The provisions of this Agreement apply to the Union, the employees and the Employer.

ARTICLE 6 - SECURITY OF THE AGREEMENT

Future Legislation

- 6.01 In the event that any law passed by Parliament or the NWT Legislative Assembly, renders null and void or alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Collective Agreement shall be reopened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute of equal value for the annulled or altered provision. Any dispute arising from such negotiations may be referred to arbitration by either party.

Conflict of Provisions

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

ARTICLE 7 - STRIKES AND LOCKOUTS

- 7.01 There shall be no lockout by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slowdown, or any

other interference with production by any employee or employees during the life of this Agreement.

ARTICLE 8 - MANAGERIAL RESPONSIBILITIES

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

ARTICLE 9 - OUTSIDE EMPLOYMENT

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

ARTICLE 10 - EMPLOYER DIRECTIVES

10.01 The Employer shall provide the Union with a copy of all personnel directives.

ARTICLE 11 - UNION ACCESS TO EMPLOYER PREMISES

11.01 Upon reasonable notification the Employer shall permit access to its work premises of an accredited representative of the Union. Permission to enter the Employer's premises shall not be unreasonably denied.

11.02 The Employer acknowledges the right of the Union to appoint employees as representatives.

11.03 The Union shall provide the Employer with written notification of names of all Union Representatives as soon as possible.

ARTICLE 12 - TIME OFF FOR UNION BUSINESS

12.01 Arbitration Hearing (Grievance)

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

Employee who acts as a Representative

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

Employee called as a Witness

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

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

12.03 Contract Negotiations Meetings

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

12.04 Preparatory Contract Negotiations Meetings

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

12.05 Meetings Between Union Representatives and Management

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

12.06 Employee Organization Executive Council Meetings, Congress and Conventions

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

12.07 Representatives Training Course

