

## MEMORANDUM OF SETTLEMENT

**BETWEEN:**

**THE TOWN OF FORT SMITH**

(the "Employer")

**and**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

(the "Union")

1. The parties reached a tentative agreement on February 17, 2023. If ratified by both sides, the tentative Collective Agreement is the Collective Agreement between the Employer and the Union expiring December 31, 2025, with the changes set out in this Memorandum of Settlement.
2. Economic increases are as follows:
  - Effective January 1, 2023: 3.00%
  - Effective January 1, 2024: 2.75%
  - Effective January 1, 2025: 2.75%
3. Changes to various articles are attached. All other clauses or articles that were not amended are renewed.
4. The Bargaining Committees of each of the Employer and the Union agree to unanimously recommend the tentative Collective Agreement to their principals for acceptance.
5. The Bargaining Committees agree that all other changes take effect as of the date of ratification of the Collective Agreement, unless another date is specified.

DATED in the TOWN OF FORT SMITH, February 17, 2023.

**FOR THE UNION**




JESSE FOOTE



BRUCE GUDEIT

**FOR THE EMPLOYER**



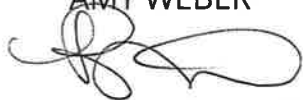
MIKE COUVRETTE



DANA FERGUSSON



AMY WEBER



FRANCES BAROUTOGLOU

NEGOTIATOR



CYNTHIA WHITE



MARIE-PIER LEDUC

NEGOTIATOR





**THE TOWN OF FORT SMITH**  
**and**  
**THE PUBLIC SERVICE ALLIANCE OF CANADA**

---

**AGREED ARTICLES**  
FEBRUARY 14-17, 2023

Where items are bolded, this indicates opposed new language, and where items are struck out, this indicates the proposed removal of items. Where Articles or proposals are grouped together, this indicates that the proposal is to be considered as a package, open to acceptance if all changes in that proposal are accepted.

**FOR THE UNION**



JESSE FOOTE



BRUCE GUIDET



AMY WEBER



FRANCES BAROUTOGLOU  
NEGOTIATOR

**FOR THE EMPLOYER**



MIKE COUVRETTE



DANA FERGUSSON



CYNTHIA WHITE



MARIE-PIER LEDUC  
NEGOTIATOR

## **AGREED ARTICLES**

### **ARTICLE 2 - DEFINITIONS**

Amend

2.01 (r) "Immediate Family" for the purpose of this agreement is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, **foster child, step-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, dependent and any relative permanently residing in the employee's household or with whom the employee permanently resides.

## **ARTICLE 9 – OUTSIDE EMPLOYMENT**

9.01 ~~Effective July 18, 2015~~ An employee shall notify the Employer prior to taking on any: [...]

**ARTICLE 12 TIME OFF FOR UNION BUSINESS**

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

[...]



**ARTICLE 14 - INFORMATION**

14.01 The Employer agrees to provide the Union ~~every one hundred twenty (120) days~~ **on a quarterly basis** with the name, address, job classification, rate of pay, social insurance number and employment status of all employees in the Bargaining Unit.

**ARTICLE 16 - CASUAL EMPLOYEES**

16.02 A Casual employee is entitled to six percent (6%) ~~four percent (4%)~~ holiday **vacation** pay.

16.04 Article 28 (**Designated Paid Holidays**), 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.

## **ARTICLE 20 – VACATION LEAVE**

20.06 (a) [...]

**(d) Where the vacation leave requests are not submitted by November 30, or where a vacation leave request is changed after November 30, leave under this subsection will not be considered granted unless confirmed by the employer, verbally or in writing. The Employer will make every reasonable effort to respond in a timely manner. Leave requests must be submitted in a reasonable and timely manner.**

**ARTICLE 21 – VACATION TRAVEL WINTER LEAVE**

21.01 ~~Two (2)~~ **Three (3)** additional days of leave will be granted **when an employee takes vacation once per year for the purposes of vacation travel. In order to receive this travel time, the employee must at least liquidate an equal number of annual leave days. For greater clarity, annual leave includes Vacation and Lieu days or Designated Holidays.**~~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 **six (6)** ~~five (5)~~ special leave days a year to a maximum of **thirty (30)** ~~twenty-five (25)~~ 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 amount.

22.02 Employees are entitled to approval if 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 (e) and (h) and four hours for item (i). **Additional days for travel will not be unreasonably denied. For greater clarity, funerals include celebrations of life, spreading of ashes or any cultural ceremony related to death.**

[...]

(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;

(iv) **to care for dependent children in the event of school or daycare closures;**

### Other Leave

22.07 **Employees may be granted time off with pay up to a maximum of eight (8) days per year in total, subject to operational requirements, for the following activities:**

- (a) ~~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~~ **To compete, volunteer as mission staff, coach or officiate at the Arctic Winter Games, Canada Winter Games, Canada Summer Games or North American Indigenous Games;**
- (b) ~~employees who are participants~~ **To participate** in a Canadian, National or International Recreation Cultural **or Sporting** Event ~~may be granted time off with pay up to a maximum of eight days per year to attend the events;~~
- (c) **To participate in traditional Indigenous harvesting, hunting, fishing or cultural activities (such as Treaty Day);**
- (d) **To celebrate cultural or religious holidays not otherwise identified elsewhere in this Agreement as a designated statutory holiday, up to a maximum of three (3) days;**

~~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.~~

**22.08 Leave under 22.07(c) may be requested on short notice and shall not be unreasonably denied. Non Indigenous employees with Indigenous immediate family members will also be granted leave under this provision.**

**[RENUMBER FOLLOWING ARTICLES]**

### **Wellness Leave**

**22.10** Employees shall be entitled to **three (3) days** ~~one (1) day~~ of sick leave or special leave per calendar year, at the employee's request, to promote wellness and maintain good physical and mental health. Such leave may

not **normally** be combined with any other type of leave. Unused leave will not be carried over.

### **Family 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.~~

**(a) An employee is entitled to family violence leave in accordance with this section if the employee or a child of the employee experiences family violence, and the leave is taken for any of the following purposes:**

- (i) to seek medical attention for the employee or the child of the employee in respect of a physical or psychological injury or disability caused by the family violence;**
- (ii) to obtain services from a victim services organization for the employee or the child of the employee;**
- (iii) to obtain psychological or other professional counselling for the employee or the child of the employee;**
- (iv) to relocate temporarily or permanently;**
- (v) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the family violence;**
- (vi) any other purposes as set out in the *Employment Standards Act* or the *Employment Standards Regulations*;**

**(b) This Article does not apply if the family violence is committed by the employee.**

**(c) An employee is entitled to take, in each calendar year,**

- (i) up to 10 days of family violence leave, the first five of which are paid and the balance of which are unpaid; and**
- (ii) up to 15 weeks of unpaid family violence leave.**

- (d) **All other provisions found under the *Employment Standards Act* regarding to compensation, administration, notices and all other details pertaining to family violence.**
- (e) 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.
- (f) **All personal information concerning family violence will be kept confidential in accordance with relevant legislation and shall not be disclosed to any other party without the employee's written agreement, or as may be required by law.**



## **ARTICLE 24 – EDUCATION LEAVE**

24.01 The employer shall pay all expenses for job related courses, seminars, conferences, and **language training in any of the official languages of the Northwest Territories** upon the recommendation of their immediate supervisor and approval of the employer.

24.02 Where an employee enters into a ~~correspondence~~ **remote learning or online** 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

[...]

25.02 (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.~~ **Unless otherwise informed by the employer, a statement signed by the employee stating that, because of illness or injury, he or she was unable to perform his or her duties, shall suffice to certify the use of sick leave.**

(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 **and will bear any costs associated with obtaining the requested documentation.**

(c) **When an employee is required to provide a certificate from a qualified medical practitioner to certify their absence they will make every reasonable effort to seek medical attention prior to their return to work.**

25.05 Unused sick leave credits shall be carried forward every year, **up to a maximum of one hundred (100) days. Employees who, as of January 1, 2023, have already accumulated more than 100 days of sick leave may retain their current balance, and continue to accumulate leave up to two hundred (200) days.**

### Accommodation

25.06 **In the event that the employer becomes aware of an employees need for an accommodation or where an employee requests an accommodation under a protected ground, the employer shall make every reasonable effort, to the point of undue hardship to accommodate the employee. The employer will follow the applicable human rights legislation. The Employer will make every reasonable effort to accommodate the Employee**

**in either their current position or an equivalent position at the Employee's level and step.**

~~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.~~

## **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. **This leave can only be taken once per twelve month period.**

**ARTICLE 27 - HEALTH AND SAFETY -**

27.06 [...]

**Meetings & Quorum**

- (e) The Committee shall consist of **a minimum of two (2) representatives** from the employees and two (2) representatives from the Employer. **The employer will keep a record of the Committee meetings.** 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~~ **two (2) representatives from the employees and two (2) representatives from the Employer.**

## ARTICLE 28 – DESIGNATED PAID 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~~ **National Indigenous Peoples Day;**
  - (f) Canada Day;
  - (g) The First Monday in August;
  - (h) Labour Day;
  - (i) **National Day for Truth and Reconciliation;**
  - (j) Thanksgiving Day;
  - (k) Remembrance Day;
  - (l) Christmas Day;
  - (m) Boxing Day
- (n) Any period as proclaimed by the Council as a Civic Holiday.

### Work on a Designated Paid Holiday

28.02 a) When the Employer requires an employee to work on a Designated Paid Holiday as part of their regularly scheduled hours of duty or as overtime when not scheduled to work, they shall be paid in addition to the pay that would have been granted had they not worked on the holiday:

- (i) Time and one half (1 1/2x) times their hourly rate for the first four (4) hours worked, and;
- (ii) Twice (2X) their hourly rate for the hours worked in excess of four (4) hours.

(b) An equivalent combination of pay and/or leave at a later date convenient to both the employee and the Employer. (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, **or a day mutually agreed to with the employer** ~~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.

~~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.~~

## **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 **rate**.



**ARTICLE 34 - SHIFT DIFFERENTIAL**

34.01 An employee required to work Evening Hours or Night Hours will be entitled to: ~~Evening Hours:~~ **\$1.90** ~~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.~~

**ARTICLE 38 – INSURANCE PLAN**

**38.07 The Employer shall conduct an orientation for all new employees eligible for coverage under the plans in this article, within two weeks of hire to complete enrollment in the programs. Employees must submit the completed paperwork within 30 days of their hiring date.**

### **ARTICLE 43 – SEVERANCE PAY**

43.01 An employee who has one or more years of continuous employment and who is **permanently** 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 Articles 43.01 and 43.02 shall not apply for temporary layoffs that result from exceptional and unusual circumstances, emergencies, or any event over which the Employer does not have control, in which case the provisions of the *Employment Standards Act* on temporary lay-off shall apply instead.**

**[RENUMBER]**

#### **Severance upon resignation**

**43.04** 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 :

[...]

**This provision only applies to employees employed by the Employer on the date of ratification of the Collective Agreement expiring on December 31, 2025.**

## 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~~ **may** 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.

[...]

45.04 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. **It is understood that an employee who has been transferred may be required to work in the transfer position for the full three-month period, unless otherwise advised by the Employer.**

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 **up to a maximum of nine months (9) in 3 month increments** ~~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. [...]

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

46.1 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
  - (xii) fitted back support**
  - (xiii) seat back rests**

**ARTICLE 47 – HARASSMENT**

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.~~ **The Joint Labour management committee will create a Policy using the GNWT' Guide to Applying the Harassment Free and Respectful Workplace Policy' as a guide for dealing with harassment allegations.**

## **NEW ARTICLE - LANGUAGE BONUS**

**XX.XX. If an Employee is required by the Employer to use an official language of the Northwest Territories other than English during their work day, the Employee shall receive an hourly bonus in the amount of \$25.00 for each hour, or part thereof, the Employee used the official language other than English on behalf of the Employer. To be eligible for the hourly bonus, the Employer must have been notified of the need to use an official language other than English prior to the Employee working in that language.**

**ARTICLE 55 – DURATION AND RENEWAL**

55.01 The term of this Agreement shall be from January 1, 2019 **2023** until December 31, 2022 **2025**.



## APPENDIX A

Retroactive to January 1, 2023: 3 %, applicable to wages and Northern Allowance

January 1, 2024: 2.75%

January 1, 2025: 2.75%

Junior Lifeguard: 17.78 **\$19.10**

- **The Employer would further propose that, going forward, the Lifeguard/Instructor rate be only paid on instruction hours for future lifeguard hires. The single employee currently receiving the instructor rate would be red-circled.**
- **New classifications agreed to with the Union during the life of the agreement need to be added to grid:**

Economic Development Officer	25
Executive Assistant	17
Pay and Benefits Clerk	16
Lands and Development Officer	18
<del>Recreation Administration Lead</del>	<del>18</del>
Lifeguard	12
<del>Aquatic Lead</del>	<del>19</del>
Senior Lifeguard	17
Child Care – Primary	17
Community Services Assistant I	12
Community Services Assistant II	16
<del>Recreation Centre Assistant</del>	<del>12</del>
<del>Works Water Supervisor</del>	<del>27</del>
<del>Corporate Services Officer</del>	<del>25</del>
<del>Protective Services Officer</del>	<del>25</del>

### **LETTER OF UNDERSTANDING**

**The employer commits to undertaking a classification review of all classifications in the bargaining unit, with input from the employees on job descriptions to ensure the duties reflect the actual work being done.**

**In the event that a classification is revised at a higher level, the new level of pay shall be applicable retroactively to the start of the exercise where revised classifications are implemented.**

**Employees who are employed in a classification that is re-evaluated at a lower level will be red-circled at their current rate.**

**The Employer commits to starting this process in 2024.**