

LEGISLATIVE ASSEMBLY OF THE
NORTHWEST TERRITORIES
8TH ASSEMBLY, 67TH SESSION

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MEMORANDUM OF AGREEMENT
RESOLUTION OF SOCIAL SERVICES
FRASHER BAY, N.W.T.

MEMORANDUM OF AGREEMENT

ENTERED INTO THIS _____ DAY OF

_____, 19____.

BETWEEN:

THE GOVERNMENT OF THE NORTHWEST
TERRITORIES,

HEREINAFTER REFERRED TO AS "THE
TERRITORIES"

OF THE FIRST PART

AND:

THE VILLAGE OF FROBISHER BAY IN
THE NORTHWEST TERRITORIES,
HEREINAFTER REFERRED TO AS
"THE VILLAGE"

OF THE SECOND PART.

I. Introduction

WHEREAS the Director of Social Assistance for the Territories may in accordance with the regulations delegate to a Local authority designated by the Commissioner duties and functions with respect to the delivery of assistance and welfare services, pursuant to Section 4 (2) of the Social Assistance Ordinance hereinafter called "the Ordinance";

AND WHEREAS the Commissioner may make regulations "respecting the participation of designated local authorities in the delivery of assistance and welfare services", pursuant to Section 9 (o) of the Social Assistance Ordinance;

AND WHEREAS the Territories and the Village hereto desire to enter into an agreement respecting the delivery of assistance and welfare services pursuant to the said Ordinance and subject to the Social Assistance Regulations, hereinafter referred to as "the Regulations", and to the covenants and agreements hereinafter set forth;

NOW THEREFORE, this agreement witnesseth that in consideration, of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby mutually covenant and agree together as follows, that is to say:

II In this agreement,

- A) Words and phrases to which meanings have been assigned by the Ordinance and Regulations shall have the same meanings respectively as are assigned them in the Ordinance and Regulations.

B) "Cost and Program Data" means

1. descriptions of each social service being offered or financed by the Village, to include the objectives, target group, and eligibility conditions of the service, and subsequently any significant changes that are made to that service;
2. statements on the number of clients in receipt of particular services;
3. statement of the annual expenditure on each of the social services provided;
4. such data as required to adequately describe the clientele receiving the service;
5. data on the results of having received the service.

III. It is mutually agreed that the Territories and the Village shall jointly develop specifications of cost and program data to be provided by the Village

IV. The Village Covenants

- A) to ensure that eligibility for the social services provided under the Agreement will not be dependent on any minimum period of residence in the Village;
- B) to ensure the provision of a procedure for appeals from decisions relating to eligibility for Social assistance provided under the Agreement, in accordance with the Social Assistance Ordinance and Regulations;

- C) to act in accordance with Territorial administrative procedures as prescribed in Regulations and Policy Directives formulated pursuant to the Social Assistance Ordinance, the Child Welfare Ordinance, and the Corrections Ordinance;
- D) to be responsible for assessing the need/eligibility for and, where appropriate, providing the social services listed in Schedule A hereto;
- E) to second the current Frobisher Bay Area Office Establishment to the Village Administration and adhere to the guidelines set out in Schedule "B" respecting employee relations and other personnel matters during secondment;
- F) to have the Village Council, the Social Service Committee, and the Village Supervisor of Social Services carry out their respective responsibilities as outlined in Schedule "C" hereto;
- G) to ensure that the Social Service Committee and Village Social Service Office participate in budget preparation and monitoring activities during the secondment period in the manner prescribed in Schedule "D" hereto;
- H) to adhere to the conditions and procedures for proposing amendments to existing program standards listed in Schedule "E" hereto;
- I) to provide cost and program data on Social Services provided as required by the Department of Social Services;
- J) that the Mayor of Frobisher Bay is the municipal authority charged with the administration of the agreement.

V. The Territories covenants

- A) to allocate sufficient funds to the Village Social Service Office budget to enable the Village Administration to provide the social services authorized under N.W.T. Ordinance and Regulations;
- B) to provide continuing support services to the Village Social Service Office as specified in Schedule "F" hereto;
- C) to negotiate any amendments to existing program standards with the Social Service Committee, where necessary, forwarding such proposals through normal government channels for consideration by the Executive of the Government of the Northwest Territories in accordance with the procedure outlined in Schedule "E" hereto;
- D) to prepare an annual budget for the Village Social Service Office in conjunction with the Village Administration and to negotiate necessary adjustments to the approved budget with the Village Social Service Committee in accordance with the guidelines specified in Schedule "D" hereto;
- E) to continue to provide suitable housing to Social Service staff during the secondment period in accordance with the Territorial Government housing allocation policy, and further more, to (undertake;) to provide sufficient funds for the Village; to provide/secure adequate housing for its social service employees in accordance with the established Village policy at the end of the secondment period;
- F) to monitor program administration through its Regional Social Service Office to ensure that social services are being provided in accordance with the Agreement between the Territories and the Village. The relationship between the Regional Social Service Office and the Village Council/Social Service Committee is outlined in Schedule "G" hereto.

VI. It is mutually agreed that the Territories and the Village shall jointly develop a plan for the complete transfer of social service administration to the Village including a timetable for transfer on or before January 1st, 1980.

VII. Operation of the Agreement

A) The Agreement shall remain in force unless terminated in accordance with Sub-section (B).

B) The Agreement may be amended or terminated as follows:

1. the Agreement may be amended or terminated at any time by mutual consent of the Territories and the Village;
2. any schedule to the Agreement may be amended at any time by mutual consent of the Territories and the Village;
3. the Village may at any time give the Territories notice of intention to terminate the Agreement; and
4. the Territories may at any time give the Village notice of intention to terminate the Agreement; and where notice of intention to terminate is given in accordance with Paragraph (3) or (4), the Agreement terminates on the later of;
 5. the day fixed in the notice; or
 6. 30 days from the day on which the notice is given.

C) This Agreement is effective from the first day of the month following the date of execution.

VIII. Execution

The Territories and the Village do covenant and agree to the undertakings herein contained.

IN WITNESS WHEREOF

this Agreement has been executed on behalf of

The Territories

The Village of Frobisher Bay

S. M. Hodgson

Commissioner of The
Northwest Territories

Bryan Pearson

Mayor of Frobisher Bay

(date)

(date)

SCHEDULE "A"

SPECIFIC LIST OF SOCIAL SERVICES TO BE INVOLVED
IN THE TRANSFER TO THE VILLAGE OF FROBISHER BAY

The Village of Frobisher Bay is to have the responsibility for assessing the need/eligibility for and, where appropriate, providing the following Social Services:

1. Support services to individuals, families, and communities

- a) Information and Referral
- b) Crisis Intervention
- c) Individual, Group, and Family Counselling
- d) Assessment and Referral
- e) Home Support Service
- f) Community Development Service

2. Child Welfare Services

- a) Investigation and Assessment
- b) Counselling
- c) Home Support Service
- d) Legal Intervention
- e) Supervision
- f) Foster Home Service
- g) Institutional Treatment
- h) Adoption
- i) Juvenile Probation

3. Community Corrections

- a) Court Services
- b) Probation Supervision
- c) Parole Supervision
- d) Aftercare Services
- e) Preventative Programs

4. Income Maintenance

- a) Financial Assistance
- b) Counselling and Employment Referral
- c) Non-insured Health Services
- d) Social Assistance Appeal System
- e) Financial Assistance for Social Services

5. Social Services to the aged

- a) Counselling
- b) Financial Services
- c) Home Support Services
- d) Day Care
- e) Residential Services

6. Social Services to the handicapped

- a) Counselling
- b) Financial Services
- c) Home Support Services
- d) Day Care
- e) Residential Service
- f) Vocational Rehabilitation Service

Institutional placements will be arranged through the Regional Office of the Department of Social Services.

SCHEDULE B

Secondment of N.W.T. Social Service Personnel
to the Village of Frobisher Bay and Other Personnel Matters.

1. N.W.T. Social Service Positions to be seconded to the Village of
Frobisher Bay

The current Frobisher Bay Area Office Establishment listed below is to be seconded to the Village of Frobisher Bay.

<u>Job Title</u>	<u>Position #</u>	<u>Employee Name</u>
Supervisor	40-1751	Glenn Walmsley
Social Service Worker	40-1740	Audrey Hurley
Social Service Worker	40-1741	Geala Giroux
Social Service Worker	40-2766	Marv Hunt
Social Service Worker	40-1744	Ookalik Curlew
Social Service Worker Trainee	N/A	Ann Gardener
Returning Patient Worker	40-2769	Salomo Kilabuk
Clerk/Steno	40-1984	Lynn Bedingfield
Clerk/Typist	40-1750	Vacant

2. Employee Relations and other Personnel Matters During the
Secondment Period

I) Salary, housing, classification and other benefits will remain the same as with the Territorial Government.

II) The responsibility for the recruitment and advertisement of vacant positions will be carried out by the Department of Personnel, Government of the N.W.T.

III) Hiring for all positions below the Supervisor level will be carried out by a committee with representation from the village administration, the N.W.T. Department of Personnel, and an optional representative from the Social Service Committee.

A new Supervisor of Social Services for the Village Office, if required, will be chosen by a committee composed of the Secretary Manager of the Village, the Regional Superintendent of Social Services, the Regional Personnel Manager; and the Chairman of the Social Services Committees, who recommend their candidate of choice to the Village Council for approval by motion.

IV) Performance appraisals for the Village Supervisor of Social Services will be completed by the Secretary Manager in conjunction with the Social Service Committee and the Village Council and then forwarded to the Territorial Government. Appraisals for staff below the Village Social Service Supervisor level are to be completed by the respective supervisor and forwarded to the Territorial Government.

V) Employee relations and discipline problems will be brought to the attention of the Regional Personnel Manager, Government of the N.W.T. who will act as a consultant in interpreting the pertinent sections of the N.W.T. Public Service Alliance Collective Agreement.

VI) All terms and conditions of the PSAC Collective Agreement and the Public Service Ordinance are to be observed during the Secondment period.

VII) It should be clear that the powers of the Village Council, Social Service Committee, Village Administration, and Regional N.W.T. Government Representatives in the area of disciplinary action is limited to recommendations to be enacted through normal government channels.

3. Preparation for the Ultimate Transfer of Social Services to the Village of Frobisher Bay

There is to be a commitment by the Village Administration during the secondment period to involve Social Service staff, as if they were Village employees, in developing a suitable employee package for the total Village establishment.

* The Returning Patient Worker will continue to be an employee of the Regional Social Service Office, but will occupy space in and be supervised in the Village Social Service Office.

SCHEDULE C

DIVISION OF RESPONSIBILITIES AMONG THE VILLAGE COUNCIL,
THE SOCIAL SERVICE COMMITTEE

AND

THE SUPERVISOR OF SOCIAL SERVICES

I. RESPONSIBILITIES OF THE VILLAGE COUNCIL OF FROBISHER BAY, N.W.T.

- I. Hires, by resolution, the supervisor for the Social Services Office.
- II. Monitors and reviews the Social Service Programs in the Frobisher Bay community within the framework of Territorial legislation, policies and approved budget by receiving regular reports from the Social Service Committee.
- III. Reviews and ratifies recommendations from the Social Service Committee concerning needed changes in legislation, policies or programs to overcome gaps in existing services.
- IV. Provides opportunity for staff participation in planning, evaluation, program development and training activities.
- V. Approves Social Services Office budget based on the study of projected requirements ensuring that budgets are meaningfully related to program implementation.
- VI. Ensures that queries from the public concerning social service programs are answered appropriately.

2. RESPONSIBILITIES OF THE SOCIAL SERVICE COMMITTEE

- I. Participates in decisions related to staff training and recommends to Village Council that conferences, workshops, etc. be organized for staff and/or appeal/advisory committees.
- II. Acts in an advisory capacity during in-camera sessions/discussions with the supervisor on various cases pertaining to residents of Frobisher Bay with the client's approval.
- III. Reviews both the number and types of clients in the community in order to recommend to Village Council/Supervisor that adjustment of both number and level of workers needed to staff the Social Services Office in order to provide efficient program delivery.
- IV. Participates in decisions related to staff training.
- V. Acts as an advisory committee to the Village Council as well as the supervisor and social work staff at the Social Service Office.
- VI. Assesses the need for various types of social services within the community and assists in the development of programs designed to prevent or overcome social problems within the community of Frobisher Bay.
- VII. Promotes public interest in the programs being delivered to the community of Frobisher Bay as well as trying to obtain input from the public to evaluate existing programs.

- VIII. Ensures staff participation in program planning, development and evaluation activities.
- IX. Makes decisions on social service matters within the established policy and legislation and within budgeting limitations.
- X. Makes recommendations concerning needed changes in legislation, policies, or programs to improve social service programming in the community.

3. RESPONSIBILITIES OF THE VILLAGE SUPERVISOR OF SOCIAL SERVICES

- I. DECISIONS THAT ARE HANDLED AT THIS LEVEL BY THE SUPERVISOR:
- i) All Social Services program decisions are handled at this level. Basic technical support decisions also handled at this level. Unusual staff decision such as requesting attendances at conferences, educational leave, etc., are referred to the Social Service Committee and the Secretary Manager. Highly controversial decisions with potential media implications are dealt with in consultation with the Social Service Committee.
- II. SUPERVISES THE SOCIAL SERVICES STAFF OVERSEES THE PROVISION OF A SOUND SOCIAL SERVICES STAFF TRAINING PROGRAM TO ENSURE EFFECTIVE SOCIAL WORK PRACTICE AND TO ENABLE REALISTIC CAREER DEVELOPMENT PATTERNS BY:
- i) Having a bi-weekly supervisory session with each program staff members and assigning/reviewing appropriate workloads.
 - ii) Supporting and counselling staff in both private and personal areas.
 - iii) Designing, in conjunction with the department, a staff training program in accordance with the principles and policies of the department.

- iv) Developing case plans with workers.
- v) Maintaining close supervisory contact with clerical staff.
- vi) Reviewing staff activities under the Social Assistance, Child Welfare and Corrections Ordinances.
- vii) Ensuring that professional and ethical considerations are adhered to.
- viii) Completing, in consultation with staff, and annual job appraisal of each employee listed under his/her supervision.
- ix) Reprimanding staff if necessary and initiating disciplinary procedures as required.
- x) Providing information of benefit to staff pertaining to conferences, workshops, and other educational programs.

III. DIRECTS THE ADMINISTRATION OF THE SOCIAL SERVICE OFFICE TO ENSURE ITS SMOOTH DAY-TO-DAY FUNCTIONING BY:

- i) Monitoring its communication flow.
- ii) Setting broad office priorities of staff activities.
- iii) Assigning tasks to clerical staff and program staff on an on-going basis.
- iv) Monitoring the monthly statistics of all Social Services Programs.
- v) Co-ordinating the staff's annual holidays.
- vi) Authorizing overtime work.
- vii) Consulting with the Social Services Committee on matters out of the ordinary.
- viii) Authorizing Local Purchase Orders.
- ix) Presiding at weekly staff meetings.
- x) Dealing with and responding to feed-back about program areas pertinent to the Social Services Committee coming from a variety of sources such as the public and other organizations, intra-departmental and inter-departmental.

xi) Directing and guiding research to ascertain the effectiveness of and identifying gaps in the social services programs of the Social Service Office.

xii) Changing and shaping the programs of the Social Service Office in accordance with client, community, and departmental needs.

IV. PROVIDES ON-GOING CONSULTATION WITH THE SOCIAL SERVICES COMMITTEE IN ORDER TO MAXIMIZE SOCIAL SERVICES OFFICE RESPONSIVENESS TO CLIENT AND COMMUNITY BY:

i) Submitting proposals for policy development or change to the Social Services Committee.

ii) Submitting statistical and background information to the Social Service Committee as may from time to time be required.

iii) Submitting appraisals of the effectiveness of the present programs and policies.

iv) Researching areas of social concern as directed by the Village Council.

V. PROVIDES THE MAJOR PUBLIC RELATIONS FUNCTION BETWEEN THE SOCIAL SERVICES OFFICE AND ALL OTHER PARTS OF THE COMMUNITY TO ENSURE PUBLIC AND ORGANIZATIONAL UNDERSTANDING OF THE PURPOSES AND FUNCTIONS OF THE SOCIAL SERVICE OFFICE BY:

i) Providing information to the news media concerning Social Services programs as may from time to time be necessary.

ii) Speaking to various groups or agencies in the community.

iii) Providing resources and support to community groups.

iv) Initiating and supporting public advisory committees of the Social Service Office.

SCHEDULE D

Management of the Frobisher Bay Social Service Budget during Secondment

1. The Regional Superintendent will continue to be responsible for the development of a workable budget for the Village Social Service Office during the secondment period. In order for the budget to be well designed, the Regional Superintendent and the Village Supervisor of Social Services need to analyze the total needs and problems faced by the Frobisher Bay Office in terms of services to be provided and the cost for such services. A statement of goals and objectives and a written plan of action explaining the budget requirements is to be presented to the Social Service Committee for their review prior to requesting ratifications from the Village Council. A record of all items, both income and expenses to be accounted for will be maintained by the Village Social Service Office.
2. The Supervisor of the Village Social Service Office will be responsible for monitoring the approved Frobisher Bay Social Service budget, and will keep the Secretary-Manager, Social Service Committee and the Regional Superintendent of Social Services advised of potential budget problems during the fiscal year.
3. Requests for adjustments to the approved Village Social Service Office budget are to be negotiated between the Regional Social Service Office and the Village Social Service Committee.
4. The primary objective in involving the Frobisher Bay Social Service Office and Social Service Committee in budget preparation and monitoring activities is to prepare for the complete transfer of budgetary responsibility to the Village of Frobisher Bay at the end of the secondment period.

SCHEDULE E

CONDITIONS AND PROCEDURES

FOR

AMENDING EXISTING PROGRAM STANDARDS

- 1) *With the transfer of social service responsibilities to the Village Council, the Village Social Service Office will initially be administering existing Department of Social Services policies and services in accordance with Territorial Ordinances and Regulations rather than having authority to implement its own policies.*
- 2) *Any amendments to existing program standards, such as changes to Territorial Regulations or Policies, recommended by the Social Service Committee are to be negotiated with the Regional Superintendent of the Department of Social Services. Proposals for regulation or policy changes which require G.N.W.T. Executive or Territorial Council approval will be forwarded by the Regional Superintendent for consideration through normal government channels.*

Relationship of the Regional Social Service Office
to the
Village Social Service Office during the Secondment Period

The Regional Social Service Office will provide the following support services to the Village Social Service Office.

1. Preparation of the Village Social Service Office budget and implementation of budgetary adjustments during the fiscal year in close consultation with the Village Supervisor of Social Services and the Secretary Manager.
2. Participation in the hiring of the Village Supervisor of Social Services and, at the request of the Village Administration, involvement in other employee relations and discipline problems.
3. Provide and/or arrange for appropriate training opportunities for Social Service employees of the Village in consultation with the Village Supervisor of Social Services and within budgetary limitations.
4. Arranges for special placements/referrals of clients who are found to require a level of care/service which the Village Social Service Office is unable to provide in the community.
5. Consultation on strategies to deal with existing or new social problems in the community of Frohisher Bay, provided at the request of the Social Service Committee or Village Social Service Office.

SCHEDULE G

Relationship of the Regional Social Service Office to the Village Council and
and Social Service Committee during the Secondment Period

1. Any amendments to existing program standards such as changes to Territorial Regulations or Policies, recommend by the Social Service Committee are to be negotiated with the Regional Superintendent of the Department of Social Services. Proposals for regulation or policy changes which require G.N.W.T. Executive or Territorial Council approval will be forwarded by the Regional Superintendent for consideration through normal government channels.
2. The Regional Social Service Office will be responsible for monitoring program administration to ensure that social services are being provided in accordance with the contractual agreement between the Village of Frobisher Bay and the Government of the N.W.T.
3. The annual budget of the Village Social Service Office, which is prepared by the Regional Superintendent of Social Services in conjunction with the Village Administration, is to be presented to the Social Service Committee for their review prior to requesting ratification from the Village Council.
4. Requests for adjustments to the approved Village Social Service budget are to be negotiated between the Regional Social Service Office and the Village Social Service Committee.