

COLLECTIVE AGREEMENT

between

PUBLIC SERVICE ALLIANCE OF CANADA

as represented by its component

NUNAVUT EMPLOYEES UNION

and

MUNICIPAL CORPORATION OF CAPE DORSET

Effective: April 1, 2017
Expires: March 31, 2020

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Article 1: PURPOSE OF AGREEMENT

1.01 The Purpose of this Agreement is to maintain harmonious and mutually beneficial relations between the Hamlet of Cape Dorset as represented by Mayor, Councillors and Hamlet Management; 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 to increase the productivity of the Employees to the end that the residents of Cape Dorset 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: INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) "Abandonment of position" means an Employee is absent without leave and excluding extenuating circumstances an Employee has not contacted his Employer, within four (4) working days;
- (b) "Agreement" and "Collective Agreement" mean this Collective Agreement;
- (c) "Alliance" means the Public Service Alliance of Canada;
- (d) "Allowance" means compensation payable to an Employee in addition to his regular pay;
- (e) "Anniversary Date" refers to the actual date of hire for an indeterminate Employee;
- (f) "Bargaining Unit" means all persons employed by the Municipality excluding the Senior Administrative Officer, Director of Municipal Works and Services, Director of Housing and Public Buildings, Director of Social Services, Director of Finance, Director of Recreation, Director of Community Development, Casual Housing Janitor, casual employees and Personnel Officer;
- (g) "Casual Employee" means a person employed by the Employer, except as a water truck driver, sewage truck driver or driver helper, on an as needed basis for a maximum of sixty (60) calendar days. A series of casual employees shall not be hired in lieu of filling a vacancy or a newly created position. A casual employee may not be re-hired until at least thirty (30) calendar days have passed since his last period of employment with the Employer;
- (h) "Executive Committee" means the committee duly appointed by Hamlet Council and exercising authority on behalf of Hamlet Council, consisting of the Mayor, Deputy Mayor and one (1) Council member;
- (i) "Council" means the Council of the Municipality of Cape Dorset;

(j) "Common-law spouse" means a person that an Employee has, for a continuous period of at least twelve (12) months, publicly represented to be his spouse, lives and intends to continue to live with, as if that person were his spouse;

(k) "Continuous Employment" and "Continuous Service" mean uninterrupted employment with the Employer; and

(i) with reference to re-employment of an Employee within one (1) year after a lay off, employment in the position held by the employee at the time the employee was laid off and their employment in the position in which they are re-employed, shall constitute continuous employment, except that no seniority shall accrue while on lay off; and

(ii) where an Employee other than a casual ceases to be employed for a reason other than health or injury and is re-employed within a period of one year, his periods of employment for the purposes of sick leave, vacation leave, and vacation travel benefits shall be considered as continuous employment;

(l) "Day" means the 24 hour period commencing at 12:01 a.m.;

(m) "Day of Rest" in relation to an Employee means a day other than a holiday on which that Employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence;

(n) "Demotion" means the appointment of an Employee for reasons of misconduct, incompetence or incapacity to another position for which the maximum pay is less than that of his former position;

(o) "Dependant" means a person who is that Employee's

(i) spouse and resides with that Employee, or

(ii) child, including step-child and adopted child, who is

under 19 years of age and normally resides with and is dependent upon that Employee for support; under 21 years of age and dependent upon that Employee by reason of full-time attendance at an educational institution; or wholly dependent upon that Employee for support by reason of handicap, or of mental or physical infirmity;

(p) "Emergency" means an unplanned requirement for service that must be dealt with urgently and where delay in performing the work could have negative health, safety or financial consequences;

(q) "Employee" means a member of the Bargaining Unit;

(r) "Employer" means the Municipal Corporation of Cape Dorset;

(s) "Fiscal Year" means the period from April 1 to March 31 of the next year;

(t) "Grievance" means a complaint in writing as per Article 35;

(u) "Hamlet" means the Municipal Corporation of Cape Dorset;

- (v) "Holiday" means the 24 hour period commencing at 12:01 a.m. of a day designated in this Agreement as a paid holiday;
- (w) "Lay-off" means the termination of an Employee because of lack of work or lack of funding;
- (x) "Leave of Absence" means absence from duty with the Employer's permission;
- (y) "Lieu time" means the equivalent leave with pay taken in lieu of cash payment;
- (z) "Medical certificate" means a document signed by qualified medical personnel certifying the dates on which an Employee was, is or will be unfit to carry out his duties due to illness;
- (aa) "Medical personnel" means personnel qualified to provide medical services and includes physicians, dentists, nurses and mental health professionals;
- (bb) "Membership fees" means the fees established pursuant to the by-laws of the Union as the fees payable by the members of the Bargaining Unit;
- (cc) "Overtime" means work performed by an Employee in excess of his regularly scheduled hours of work;
- (dd) "Permanent Employee" means a person employed on a continuing basis in a full time position designated by the Employer as such
- (ee) "Part-time Employee" means a person employed on a continuing basis for less than the standard work day or week in a part-time position designated by the Employer as such;
- (ff) "Probation" means a period of nine (9) months from the day upon which an Employee is first appointed if local hire and otherwise a period of twelve (12) months or a period of three (3) months after an Employee has been transferred or promoted from within;
- (gg) "Promotion" means the appointment of an Employee to another position, the maximum rate of pay for which exceeds that of his former position;
- (hh) "Rates of pay" means rates based on an Employee's regular pay expressed as an annual salary; "bi-weekly rate of pay" means annual salary divided by 26.088; and "hourly rate of pay" means daily rate of pay divided by the number of the Employee's regularly scheduled daily hours of work, except that, where an Employee is paid by the hour, the hourly rate of pay shall be the rate of pay established by the Employer for that employment;
- (ii) "Regular earnings" or "regular pay" means an Employee's rate of pay, not including any overtime, monies paid in lieu of holidays, settlement allowance, housing allowance or any other monies paid in addition to hourly wages;
- (jj) "Representative" means an Employee who has been elected or appointed as a shop steward or who represents the Union at meetings with the Employer and who is authorized to represent the Union;
- (kk) "SAO" means the Senior Administrative Officer of the Employer;
- (ll) "Spouse" includes common-law spouse as defined in Article 2.01(j);

(mm) "Student" means a person who is attending on a full time basis an elementary or secondary school, post-secondary college, university or vocational school, during the current academic year and who intends to return to school full time in the following academic year or who is in his final year;

(nn) "Supervisor" means the immediate supervisor of the work of an Employee at the job site on a day to day basis;

(oo) "Term Employee" means a person hired by the Employer for a specified time to perform a certain job;

(pp) "Transfer" means the appointment of an Employee to another position, which does not constitute a promotion or a demotion;

(qq) "Union" means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union; and

(rr) "Week" means the seven day period commencing at 12:01 a.m. on Sunday and ending at 12:00 midnight on the following Saturday.

2.02 Where the masculine gender is used, it shall be considered to include the feminine gender, unless any provision of this Agreement otherwise specifies.

2.03 The word "may" shall be regarded as permissive and the words "shall" and "will" as imperative.

Article 3: RECOGNITION

3.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees in the Bargaining Unit.

3.02 The Employer will advise prospective employees prior to their employment that the Hamlet is a unionized workplace.

Article 4: DISCRIMINATION

4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced by either party or any persons employed by the Employer by reason race, colour, ancestry, ethnic origin, citizenship, place of origin, creed, religion, age, disability, sex, sexual orientation, marital status, family status, pregnancy, lawful source of income, political or religious affiliation, conviction for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement.

4.02 Employment equity is deemed not to be discriminatory.

4.03 The Employer shall make every reasonable effort to find alternate employment within its employ for an Employee who becomes unable to carry out his normal work functions as a result of a physical or mental disability arising as a result of his employment with the Employer.

Freedom from Harassment

4.04 The Employer, the employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from unwanted personal harassment, sexual harassment or abuse of authority. The Employer will make every reasonable effort to ensure that no employee is subjected to such actions in the workplace. The employees and the Union agree to support and cooperate with the Employer in its efforts to prevent such actions.

4.05 "Personal harassment" means any improper behaviour by a person employed by the Employer that is directed at and offensive to another person employed by the Employer which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment, act or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient.

4.06 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature:

- (a) that might reasonably be expected to cause offence or humiliation;
- (b) that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

4.07 "Abuse of authority" means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which endanger and employee's job, undermine an employee's ability to perform the job or threatens the livelihood of an employee. However, it does not include the legitimate exercise of an individual's management or supervisory power or authority.

4.08 The Employer will take such disciplinary measures as the Employer deems appropriate against any person under the Employer's direction who subjects any employee to sexual harassment.

4.09 Complaints of personal harassment, sexual harassment or abuse of authority shall be brought to the attention of the Senior Administrative Officer. An employee may be assisted by the Union in making a complaint. If the Senior Administrative Officer is the subject of the complaint, it will be brought to the attention of the Executive Committee of Council (excluding the Senior Administrative Officer).

4.10 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.

Freedom from Workplace Violence

4.11 The Employer, the employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from workplace violence. The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence. The employees and the Union agree to support and cooperate with the Employer in its efforts to prevent workplace violence.

4.12 “Workplace violence” means any incident in which an employee is abused, threatened or assaulted during the course of their employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviour of a physical or verbal nature.

4.13 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. Where employees have concerns about performing work at any worksite, they shall report those concerns to the Employer. Employees may be assisted by the Union in making a report.

4.14 The Employer will take such disciplinary measures as the Employer deems appropriate against any person under the Employer's direction who subjects any employee to workplace violence.

4.15 Complaints of workplace violence shall be brought to the attention of the Senior Administrative Officer. An employee may be assisted by the Union in making a complaint. If the Senior Administrative Officer is the subject of the complaint, it will be brought to the attention of the Executive Committee of Council (excluding the Senior Administrative Officer).

4.16 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto or where required by law.

Article 5: APPLICATION

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

5.02 Except as otherwise provided in this Agreement, Part-time Employees, other than students, shall be entitled on a pro rata basis to all benefits provided under this Agreement.

5.03 Student Part-time Employees shall be entitled to vacation pay equivalent to 6% of their gross earnings. No other benefits will apply and no seniority will accrue to them.

5.04 The Employer and the Union shall share equally the costs associated with the printing and distribution of the Agreement. The Union will facilitate said printing and distribution.

Article 6: SECURITY OF THE AGREEMENT

Conflict of Provisions

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

Future Legislation

6.02 In the event that any law passed by Parliament or the Nunavut 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 re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision.

Article 7: STRIKES AND LOCKOUTS

7.01 During the life of this Agreement there shall be no lockout by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production by any Employee or Employees.

7.02 No Employee shall be required to cross any picket line established by Hamlet Employees engaging in a legal strike, subject to an essential services agreement between the parties or as determined by the Canada Industrial Relations Board.

Article 8: MANAGEMENT AND DIRECTION

8.01 Except to the extent provided herein, this Agreement in no way restricts the Employer in the management and direction of persons employed by the Municipality.

Article 9: EMPLOYER DIRECTIVES

9.01 The Employer shall provide the Union with a copy of all personnel directives. Where the Employer proposes to issue a personnel directive which is intended to clarify the interpretation or application of the Collective Agreement, the Employer shall consult with the Union prior to issuing the directive.

Article 10: UNION ACCESS TO EMPLOYER PREMISES

10.01 Upon reasonable notification, the Employer shall permit access to its work premises of an accredited Representative of the Union. When visits to restricted areas are involved, the Representative shall obtain the Employer's permission to enter the premises. Permission to enter the Employer's premises shall not be unreasonably denied.

Article 11: APPOINTMENT OF REPRESENTATIVES

11.01 The Employer acknowledges the right of the Union to appoint Employees as Representatives. The Union will provide the Employer with the names of its Representatives and alternates within a reasonable period.

Article 12: TIME OFF FOR UNION BUSINESS

Arbitration Hearing (Grievance)

12.01 The Employer will grant leave with pay to an Employee who is a party to a grievance, which is before an Arbitration Board to attend the Arbitration Hearing.

Employee who Acts as a Representative

12.02 Where operational requirements permit, the Employer will grant leave without pay to the Representative of an Employee who is a party to the grievance to attend the arbitration hearing.

Employee Called as a Witness

12.03 The Employer will grant leave with pay for one witness called by an Employee who is a party to the grievance to attend the Arbitration Hearing.

12.04 Where an Employee and his Representative are involved in the process of this grievance, they shall be granted reasonable time off, as follows:

- (a) leave with pay, when the discussions take place in Cape Dorset; and
- (b) leave without pay, when the discussions take place outside of Cape Dorset.

Contract Negotiations Meetings

12.05 The Employer will grant leave with pay for three (3) Employees for the purpose of attending contract negotiations and conciliation meetings.

Preparatory Contract Negotiations Meetings

12.06 The Employer will grant leave without pay for three (3) Employees for a maximum of two days each to attend preparatory contract negotiations meetings.

Meetings Between The Union and Management

12.07 Upon reasonable notification, the Employer will grant time off with pay to two (2) Employees who are meeting with management on behalf of the Union.

Union Executive Council Meetings Congress & Conventions

12.08 Upon reasonable notice, the Employer will grant reasonable leave without pay for up to a maximum of two Employees to attend, in an official capacity, Executive Council meetings and conventions of the Alliance, the Nunavut Employees Union, the Canadian Labour Congress and the Northern Territories Federation of Labour.

Representatives Training Course

12.09 Upon reasonable notice and where operational requirements permit, the Employer will grant reasonable leave without pay to a maximum of two Employees who have been appointed as Representatives on behalf of the Union to undertake training related to the duties of a Representative.

Time-Off for Representatives

12.10 A Representative shall obtain the permission of his Supervisor before leaving his work to investigate a grievance, to meet with local management for the purpose of dealing with grievances or to attend meetings called by management; such permission shall not be unreasonably withheld.

The Representative shall report back to his Supervisor before resuming his normal duties.

12.11 Upon reasonable notice, the Employer will grant leave without pay to one Employee:

- (a) to participate as a delegate to constitutional conferences or other similar forums mandated by Territorial Legislation, whose area of interest is of concern to organized labour; and
- (b) to present briefs to commissions, boards and hearings that are mandated by Territorial Legislation or the Government of Canada, whose area of interest is of concern to organized labour.

Paid Elected Union Position

12.12 An Employee elected to a full-time paid, elected position of the Nunavut Employees Union or the Public Service Alliance of Canada shall be granted a leave of absence without pay or benefits for the term of office.

One Week Secondment

12.13 Upon reasonable notification, the Employer shall grant leave without pay or benefits to the Union representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.

Orientation

12.14 The Employer will grant leave with pay for a local Union Representative and new Employee to spend thirty minutes orientation concerning the Collective Agreement.

Article 13: CHECK OFF

13.01 The Employer will, as a condition of employment, deduct from the pay of each Employee an amount equal to the amount of Membership Fees.

13.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each Employee.

13.03 No Employee organization, other than the Union, shall be permitted to have membership fees deducted by the Employer from the pay of the Employees.

13.04 The amounts deducted in accordance with Clause 13.01 shall be remitted to the Comptroller of the Alliance, 233 Gilmour Street, Ottawa, Ontario, K2P OP1 by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each Employee and the deductions made on his behalf.

13.05 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.

13.06 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 on a quarterly basis with the name, address, job title, and rate of pay of each Employee in the Bargaining Unit. The Employer shall indicate which Employees have been recruited or transferred and those Employees who have been struck off strength during the period reported.

14.02 The Employer shall provide each Employee with a copy of this Collective Agreement.

14.03 The Employer agrees to provide each new Employee with a copy of this Collective Agreement upon his appointment.

14.04 The Employer and the Union shall share equally the cost of translation of this Collective Agreement into the local dialect of Inuktitut. The Employer shall provide a translated version of this Agreement in Inuktitut to any Employee who requests a copy. In the event of any dispute concerning a proper interpretation of any provision of this Agreement, the English version shall govern.

14.05 The Employer shall notify the Union of all newly created classifications including its designation as to whether it is within or outside of the Bargaining Unit.

14.06 The Employer shall maintain Seniority lists showing the length of continuous service of each Employee. The Seniority Lists shall be kept up to date, copies of which shall be posted on bulletin boards.

Article 15: SENIORITY

15.01 Seniority refers to the length of continuous employment, as defined in sub clause 2.01(k) and Article 28.03 and shall be applied to all Employees.

15.02 If an Employee is transferred or promoted to a position with the Employer outside the Bargaining Unit and subsequently returns to a position within the Bargaining Unit, the employee shall be reinstated on the Seniority List as if he had remained in the Bargaining Unit.

Probation

15.03 A newly hired Employee shall be on probation for a period of nine (9) months if local hire and otherwise a period of twelve (12) months. An Employee who has been transferred or promoted from within shall be on probation for a period of three (3) months. During the initial period of probation, the Employee shall be entitled to all rights and benefits of this Agreement except where his rights are otherwise limited by this Agreement and recognizing rejection during probation on suitability. If an Employee does not successfully complete his probationary period on transfer or promotion, the Employer shall appoint the employee to his former position or a position comparable to the one from which he was transferred or promoted.

Article 16: PROVISION OF BULLETIN BOARD SPACE & OTHER FACILITIES

16.01 The Employer shall provide bulletin board space in its office and shop, clearly identified for exclusive Union use.

16.02 The Employer will process any mail originating from the Union addressed to all Employees in accordance with the Employer's normal internal mail distribution system.

Article 17: DESIGNATED PAID HOLIDAYS

17.01 The following days are designated paid holidays for Employees covered by this Collective Agreement:

- (a) New Year's Day;
- (b) Hamlet Day (being the first Friday in April. If Hamlet Day falls on Good Friday, the Hamlet Day holiday will be recognized on another day to be determined by Hamlet Council.);
- (c) Good Friday;
- (d) Easter Monday;
- (e) Victoria Day;
- (f) Canada Day;
- (g) Nunavut Day (being July 9);
- (h) Civic Holiday (1st Monday in August);
- (i) Labour Day;
- (j) Thanksgiving Day;
- (k) Remembrance Day;
- (l) Christmas Day;
- (m) Boxing Day;
- (n) one additional day when proclaimed by an Act of Parliament as a National Holiday; and
- (o) one or more days when proclaimed by the Mayor of the Hamlet of Cape Dorset.

17.02 Except with the approval of the Employer, Clause 17.01 shall not apply to an Employee who is absent without cause on:

- (a) the Employee's working day immediately before the designated paid holiday; or
- (b) the designated paid holiday, which was the Employee's regularly scheduled day to work; or
- (c) the Employee's working day immediately following the designated paid holiday.

Holiday Falling on a Day of Rest

17.03 When a day designated as a holiday under Clause 17.01 and 17.02 coincides with an Employee's day of rest, the holiday shall be moved to the Employee's first working day following his day of rest.

17.04 When a day designated as a holiday for an Employee is moved to another day under the provisions of Clause 17.03,

(a) work performed by an Employee on the day from which the holiday was moved shall be considered as work performed on a day of rest; and

(b) work performed by an Employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

17.05 When the Employer requires an Employee to work on a Designated Paid Holiday as part of his regularly scheduled hours of duty or as overtime when the employee is not scheduled to work the employee shall be paid one and one-half times their hourly rate in addition to the pay that the employee would have been granted had they not worked on the holiday.

17.06 Where a day that is a designated holiday for an Employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

17.07 Where operational requirements permit, an Employee shall not be required to work both Christmas Day and the New Year's Day next following.

17.08 Where the Municipal Corporation of Cape Dorset agrees to provide time off from work for Employees in support of a special occasion, those Employees who are unable to take advantage of this time off due to operational requirements and remain at work shall be given time off in lieu at straight time rate.

Article 18: LEAVE - GENERAL

18.01 When an Employee who has been granted more vacation leave, sick leave or special leave with pay than the employee has earned, dies, the Employee shall be considered to have earned that amount of leave with pay.

18.02 When an Employee with more than three years of service who has been granted more vacation leave, sick leave or special leave with pay than the employee has earned is laid off, the Employee shall be considered to have earned that amount of leave with pay.

18.03 All pay stubs issued by the Employer shall inform each Employee in writing of the balance of their special leave, sick leave and vacation leave credits.

18.04 When the Employer rejects an Employee's application for leave, the detailed reasons for the rejection shall be provided to the Employee in writing forthwith.

18.05 An Employee who has not used any sick leave or special leave, with the exception of special leave granted under article 20.03(a) or article 20.08(a), within the following periods:

- (a) January 1 to April 30;
- (b) May 1 to August 31;
- (c) September 1 to December 31;

shall receive one additional day of vacation leave or the equivalent payment in cash upon making such a request to the Employer for such leave credit or pay. An Employee wishing to take this leave in cash must elect to do so within the first pay period following the end of the period within which he qualified for the leave.

Article 19: VACATION LEAVE

Accumulation of Vacation Leave

19.01 For each calendar month in which the employee receives pay for at least ten (10) days and pro-rated for part days of service, a Permanent or Part-time Employee shall earn vacation leave at the following rates:

- (a) one and one quarter (1-1/4) days each month until the month in which five (5) years of continuous service is completed;
- (b) one and two-thirds (1-2/3) days each month commencing in the month after completion of five (5) years of continuous service and ending in the month in which ten (10) years of continuous service is completed;
- (c) two and one twelfth (2-1/12) days each month commencing in the month after completion of ten (10) years of continuous service and ending in the month in which fifteen (15) years of continuous service is completed;
- (d) two and one half (2-1/2) days each month commencing in the month after completion of fifteen (15) years of continuous service.

19.02 Term Employees shall receive vacation pay calculated as Six Percent (6%) of their gross earnings.

Granting of Vacation Leave

19.03 In granting vacation leave with pay to an Employee, the Employer shall make every reasonable effort to:

- (a) schedule vacation leave for all Employees in the fiscal year in which it is earned;
- (b) not recall an Employee to duty after he has proceeded on vacation leave;
- (c) grant the Employee his vacation leave during the fiscal year in which it is earned at a time specified by the Employee;

- (d) grant the Employee vacation leave for up to at least five (5) consecutive weeks depending upon his vacation entitlements when so requested by the Employee;
- (e) grant the Employee his vacation leave when specified by the Employee, if the period of vacation leave is less than a week, providing that the Employee gives the Employer reasonable advance notice;
- (f) schedule vacation preference conflicts between two or more Employees using the following procedure. When vacation conflicts arise, seniority shall prevail for the first instance of conflict. Thereafter, and in successive instances of conflict, seniority shall be applied in descending order until each Employee has exercised vacation preference.

19.04 All requests for vacation leave will be made in writing submitted by the Employee at least two (2) weeks in advance where practicable.

19.05 Each Employee shall be allowed to indicate his preference for the approximate date of one continuous period of vacation leave during the fiscal year.

19.06 Where an Employee's vacation leave request, is not approved, the Director (or the SAO, where appropriate) shall notify the Employee in writing of the reasons for not approving the vacation leave request and shall provide an opportunity for discussion.

19.07 The Director (or the SAO where appropriate) shall reply to the request for vacation leave submitted by the Employee within a reasonable period of time.

19.08 Upon request, Employees taking vacation leave will be provided with pay cheques for the period of their vacation on the regular pay day immediately prior to taking such vacation leave.

Recall from Vacation Leave

19.09 Due to emergency operational requirements, the Employer may alter an Employee's vacation period after it has been approved, providing that

- (a) if following such leave approval, the Employee has made non-refundable deposits in view of his vacation, the Employer reimburses the Employee for the loss of those deposits; and
- (b) if following such leave approval, the Employee's spouse has arranged a vacation period which coincides with the leave approved for the Employee, alternate arrangements can be made.

19.10 Except in an emergency the Employer shall not recall any Employee to duty once their vacation has commenced.

19.11 When during any period of vacation leave an Employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:

- (a) in proceeding to the employee's place of duty;
- (b) in respect of any non-refundable deposits or prearrangements associated with his vacation;

(c) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Employer.

Leave when Employment Terminates

19.12 Where an Employee dies or otherwise terminates his employment, the Employee or his estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the Employee immediately prior to the termination of his employment.

19.13 Where an Employee is laid off, at the request of the Employee, the Employer shall grant the Employee any vacation leave earned but not used by the employee before the employment is terminated in accordance with Article 41.03, or permit the Employee to retain any such vacation leave for use in the event of recall from lay off. Should the employee not be recalled, such amounts shall be paid to the employee at the end of the 24-month recall period.

19.14 An Employee whose employment is terminated by reason of a declaration that the employee abandoned their position shall be paid the amount referred to in Clause 19.12 on the employee's last pay cheque.

Vacation Travel Assistance

19.15 All full time employees are entitled to vacation travel assistance, based on the following:

lowest return airfare, from Cape Dorset to Ottawa, as available on the first Monday in April of each fiscal year for travel seven (7) days later.

Employee — one hundred (100%) percent of the lowest return airfare

Spouse — one hundred (100%) percent of the lowest return airfare

Dependant — three hundred eighty-five dollars (\$385) per dependant for dependants over two (2) years of age

19.16 If the Employee's spouse does not reside in Cape Dorset, then no vacation travel assistance will be payable for the spouse except upon presentation of receipts for their travel to Cape Dorset.

19.17 (a) No Employee shall receive vacation travel assistance within the first twelve (12) months of employment.

(b) If an Employee resigns and has received vacation travel assistance for that fiscal year, then the vacation travel assistance will be recoverable on a pro-rated basis.

19.18 An Employee must submit a request for vacation travel assistance to their supervisor. Vacation travel assistance will be paid on the payday following the pay period in which the request is submitted, and at the earliest on the payday covering the first pay period ending in April each year.

Vacation travel assistance is limited to one per household.

Carry Over Provisions

19.19 Employees are not permitted to carry over more vacation credits than can be earned in one fiscal year. Vacation leave credits exceeding one year's entitlement will be liquidated in cash in the month of April each year.

19.20 Where in respect of any period of vacation leave, an Employee:

- (a) is granted special leave, when there is a death in his immediate family as defined in Article 20; or
- (b) is granted special leave with pay because of illness in his immediate family as defined in Article 20; or
- (c) is granted sick leave on production of a medical certificate;

The period of vacation leave so displaced shall either be added to the vacation period, if requested by the Employee and approved by the Employer, or reinstated as vacation leave credits for use at a later date.

Article 20: SPECIAL LEAVE

20.01 An Employee shall earn special leave credits up to a maximum of fifteen (15) days, at the rate of one half day for each calendar month, in which the employee receives pay for ten (10) days or more.

20.02 For the purposes of this Article, "immediate family" includes an Employee's father, mother, brother, sister, spouse, child, father-in-law, mother-in-law, grandchild, grandparent; and any relative of the Employee permanently residing in the Employee's household or with whom the Employee permanently resides.

20.03 The Employer shall grant special leave with pay to an Employee, subject to his available special leave credits, for a period of up to five (5) consecutive working days:

- (a) where there is a death in the Employee's immediate family; or
- (b) where a member of the Employee's immediate family becomes ill (not including childbirth) and the Employee is required to care for his dependants or for the sick person subject to the provision of a medical certificate signed by medical personnel; or
- (c) where a member of the immediate family residing outside Cape Dorset becomes seriously ill and requires the Employee's attendance subject to the provision of a medical certificate signed by medical personnel; or
- (d) when the Employee is to be married; or
- (e) where there is a general transportation break down or tie-up, including land, water and air travel outside Cape Dorset caused by weather, provided that the Employee makes every reasonable effort to report for duty.

20.04 An Employee, at the discretion of his Director and subject to operational requirements, may be granted special leave with pay to attend the funeral of a Hamlet Employee.

20.05 Every Employee travelling out of Cape Dorset individually or with an immediate family member to a medical or dental centre under the provisions of this Article with the approval of the Employer will be granted special leave with pay, subject to his available special leave credits for the lesser of four (4) days or the actual number of days required to travel from Cape Dorset to the medical or dental centre and return.

20.06 Where more than one of the events specified in clause 20.03 happens concurrently, subject to his available special leave credits, the Employee may apply for up to ten (10) consecutive days of special leave, which shall not unreasonably be denied.

20.07 The Employer may grant an Employee special leave with pay, subject to his available special leave credits, for a period of up to five (5) consecutive working days, where special circumstances not directly attributable to the Employee prevent his reporting to duty including:

- (a) serious household or domestic emergencies;
- (b) serious community emergencies, where the Employee is required to render assistance;

20.08 The Employer may grant an Employee special leave with pay, subject to his available special leave credits, for a period of up to five (5) consecutive working days

- (a) in the event of the death of Employee's son-in law, daughter-in-law, brother-in-law, sister-in-law;
- (b) in circumstances which are of general value to the Employer such as where the Employee:
 - (i) takes an examination which will improve his position or qualifications;
 - (ii) attends his university convocation, if the employee has been continuously employed for one year;
 - (iii) attends a course in civil defence training;
- (c) Such leave will not be unreasonably withheld.

20.09 The Employer shall grant an Employee special leave with pay, subject to his available special leave credits, up to a maximum of one working day on the occasion of the birth his child or the adoption of a child into his family.

Article 21: SICK LEAVE

21.01 An Employee shall earn sick leave credits to a maximum of twenty (20) days at the rate of one and one quarter days for each calendar month for which the employee receives pay for at least ten (10) days.

21.02 All absences from work on account of illness, other than on days which are designated holidays, shall be charged against an Employee's accumulated sick leave credits.

21.03 Where leave of absence without pay is authorized by the Employer or, where an Employee is laid-off because of lack of work, and the Employee returns to work upon expiration of such leave of absence or lay-off, the Employee shall retain any unused sick leave credits earned at the time of lay off or the commencement of the leave without pay.

21.04 Where an Employee:

- (a) signs a statement that the employee was unable to perform their duties because of sickness, (unless excused from signing such a statement by the Employer); and
- (b) requests a period of sick leave not exceeding three (3) days, without a medical certificate signed by medical personnel; and
- (c) has not been granted, during the current fiscal year, more than nine (9) days sick leave, without a medical certificate signed by medical personnel,

the Employer shall, subject to the Employee's available sick leave credits, grant the sick leave requested.

21.05 An Employee is required to produce a medical certificate signed by medical personnel for:

- (a) sick leave in excess of three (3) working days;
- (b) additional sick leave in a fiscal year in which the Employee has already been granted nine (9) days sick leave wholly on the basis of statements signed by the Employee.
- (c) Notwithstanding (a) and (b) above, in situations where the GN Department of Health has declared an outbreak and has advised residents not to come to the Health Centre to prevent the spread of illness, the requirement for a medical certificate shall be waived.

21.06 The Employer shall provide written notice to an Employee who has been granted six (6) days sick leave in a fiscal year wholly on the basis of statements signed by the Employee advising the Employee:

- (a) how many days of sick leave have been granted during the fiscal year wholly on the basis of statements signed by the Employee
- (b) that when nine (9) days of sick leave have been granted to the Employee during the fiscal year wholly on the basis of statements signed by the Employee, all further sick leave during the fiscal year will require the production of a medical certificate signed by medical personnel.

21.07 An Employee shall not earn nor is the employee eligible to utilize sick leave credits in any period during which the employee is under suspension.

Article 22: PARENTAL LEAVE

22.01 Employees shall be granted maternity, parental and adoption leave without pay or benefits in accordance with the provisions of *Labour Standards Act*.

Article 23: OTHER TYPES OF LEAVE

Court Leave

23.01 Leave of absence with pay shall be granted to every Employee other than Employees on leave of absence without pay, laid off or on suspension who is required:

- (a) to attend a jury selection process;
- (b) to serve on a jury;
- (c) by summons or subpoena to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice;
 - (ii) before a court, judge, justice, magistrate, justice of the peace or coroner;

before the Senate or House of Commons of Canada, or any committee thereof, otherwise than in the performance of the duties of his position;

before a Legislative Assembly of Nunavut, or a Provincial Legislature, or any committee thereof, that is authorized by law to compel the attendance of witnesses;

- (v) before an arbitrator or persons authorized by law to hold an enquiry and to compel the attendance of witnesses.

23.02 Notwithstanding anything contained in this Article, where an Employee is granted leave of absence with pay under clause 23.01, there may be deducted from his regular pay any remuneration received by the employee as a result of serving on a jury or as a witness, other than remuneration received as an allowance for expenses or reimbursement for expenses incurred while performing such service.

Casual Leave

23.03 Employees other than part time Employees may be granted leave with pay to attend an appointment with a bank, business, doctor, dentist, lawyer, or school authority during working hours.

Emergency Leave

23.04 Notwithstanding any provisions for leave in this Agreement, the Employer may grant leave of absence with or without pay to an Employee in emergency or unusual circumstances.

Leave Without Pay for Personal Needs

23.05 Leave without pay for personal needs (excluding incarceration, remand and other employment) may be granted to an Employee, subject to operational requirements, for up to one year. Such leave shall not be unreasonably withheld.

Injury on Duty Leave

23.06 An Employee shall be granted injury on duty leave with pay to a maximum of either sick or special leave credits the employee has accumulated, but not both.

23.07 Where it is determined by a Worker's Compensation Board that the employee is unable to perform their duties because of:

- (a) personal injury accidentally received in the performance of the employee's duties and not caused by the Employee's wilful misconduct; or
- (b) sickness resulting from the nature of the employee's employment; or
- (c) over-exposure to radioactivity or other hazardous conditions in the course of his employment;

and if the Employee agrees to pay or to assign to the Employer any amount received by the employee from a Worker's Compensation Board for loss of wages in settlement of any claim the employee may have in respect of such injury, sickness or exposure, any leave time for which compensation is received shall be re-credited to the Employee's appropriate leave credits.

Discretionary Leave

23.08 An Employee shall be entitled to take three (3) days special leave with pay and two (2) days leave without pay each fiscal year at the employee's discretion, which may be taken in half-day units.

Article 24: HOURS OF WORK

24.01 The hours of work for Employees shall be as follows:

Municipal Works and Public Buildings Maintenance Employees

24.02 Regular hours of work shall be 8 hours per day, 5 consecutive days per period of 7 days, exclusive of a 1 hour meal period, 40 hours per week. The normal starting time shall be 8:00 a.m. and the normal stopping time shall be 5:00 p.m.

Recreation Department Employees:

24.03 Regular hours of work shall be on the basis of shifts structured to 7.5 hours per day, 5 consecutive days per 7 days, exclusive of a 1 hour meal period, 37.5 hours per week.

Clerical, Administration, and Office Employees

24.04 Regular hours of work shall be on the basis of 7.5 hours per day, 5 consecutive days per week, Monday to Friday, exclusive of a 1 hour meal period, 37.5 hours per week. The normal starting time shall be 8:30 a.m. and the normal stopping time shall be 5:00 p.m.

Shifts

24.05 Notwithstanding any provision of this article, in any work situation where the Employer is required to operate on a 24 hour basis, it is understood that the Employer will structure the appropriate shifts to provide coverage and will consult with the Union prior to implementation.

Flexible Hours

24.06 Flexible hours of work may be granted by the appropriate Department Head and the SAO subject to mutual agreement between the Union and the Employer.

Breaks

24.07 All Employees shall be entitled to rest periods of 15 minutes duration twice per day, one during the first half of a full-time workday and one during the second half of a full-time work day.

24.08 In the event that an Employee is unable to take his meal period or rest period due to operational requirements, the meal period or rest period will be taken at another time. Meal periods and rest periods may be taken at times that best suit the operational needs of the Employer and the personal needs of the Employee by mutual agreement between the Employer and the Employee.

Transportation of Employees

24.09 Where the Employer requires an employee to drive other employees to and from the worksite, the driver shall be paid for driving time at the applicable rate. The Employer may, at its discretion, limit the time spent transporting employees.

Article 25: OVERTIME

25.01 In this Article:

- (a) "straight time rate" means the hourly rate of pay;
- (b) "time and one-half" means one and one-half times the straight time rate;
- (c) "double time" means twice the straight time rate.

25.02 An Employee who is required to work overtime shall be paid overtime compensation for each completed one quarter hour of overtime worked by the Employee, when the overtime work is authorized in advance by the Employer.

25.03 Where an Employee is required to work overtime, the Employee shall record, in a form and manner determined by the Employer, the starting and finishing times of the overtime worked.

25.04 Subject to operational requirements the Employer shall make every reasonable effort:

- (a) to allocate overtime work on an equitable basis among readily available qualified Employees, who are normally required to perform that work as part of their regular duties;
- (b) to give an Employee reasonable advance notice when the Employee is required to work overtime.

25.05 Subject to clause 25.06, an Employee other than an Employee required to be available on stand-by under Article 27 may refuse to work overtime. Where an Employee wishes to refuse to work overtime over an extended period, the employee shall so advise the Employer in writing.

25.06 An Employee shall not refuse to work overtime in the case of an emergency.

25.07 "First day of rest" is defined as the 24 hour period commencing at midnight of the calendar day on which the Employee completed their last regular shift.

25.08 When the first and second or subsequent days of rest are consecutive, "second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and ending 2 hours prior to the beginning of the Employees next regular shift.

Overtime Compensation

25.09 Except as otherwise provided in this Agreement, where an Employee is required to work overtime, he shall be paid time and one-half for all overtime hours worked.

25.10 Subject to clause 25.11, where an Employee is required to work overtime on his second day of rest, if consecutive to his first day of rest, the employee shall be paid double time for all overtime hours worked on that day.

25.11 Where an Employee is required to work overtime immediately before his shift begins on a day following two or more consecutive days of rest, the employee shall be paid double time, except for the two (2) hours immediately preceding their shift, for which two (2) hours the employee shall be paid time and one-half.

25.12 Where an Employee requests leave in lieu of payment for overtime worked, the Employer will grant the Employee equivalent leave of absence with pay at the appropriate overtime rate, to be taken at a time mutually agreeable to the Employer and the Employee, provided that any time in lieu accumulated under any provision of this Collective Agreement and in excess of fifteen (15) days shall be paid out in cash on the next pay period.

Article 26: PAY

26.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in Appendix "A" and Appendix "B".

26.02 Pay increases specified in Appendix "A" are to be based on satisfactory performance as determined on an annual basis by the Employer through the Employee Performance Review. However, if the Employer neglects to do a performance appraisal within ninety (90) days of the annual due date for performance appraisals then the pay increment is automatic and retroactive to the performance appraisal due date.

26.03 Employees shall be paid on every second Thursday. Should a pay day be a designated holiday, pay cheques will be released on the day immediately preceding the holiday.

26.04 In the event there is delay in paying Employees, emergency cheques will be issued to the extent of wages earned during that pay period within a reasonable period of time.

26.05 Where cheques and personally identifiable financial information are distributed to Employees at their place of work, the cheques and information shall first have been placed in sealed envelopes.

26.06 When overtime compensation is paid, the pay statement shall indicate the pay period, the rate or rates at which the overtime is compensated and the number of hours of overtime worked.

26.07 Every Employee who has earned overtime compensation or any other remuneration in addition to his regular pay, should receive such extra remuneration on the payday at the end of the pay period in which it was earned, but in any event shall receive such remuneration on the following pay day.

26.08 The Employer agrees to pay any outstanding pay to an Employee within ten (10) calendar days following the termination of employment.

Acting Pay

26.09 When the Employer requires an Employee to perform the duties and take the responsibility of a higher classification level on an acting basis, he shall be paid an acting premium of ten percent (10%) of his hourly rate of pay for the duration of time in which he performs the duties of the higher classification, including any days designated as paid holidays, as if the employee had been appointed to that higher classification for the period in which the employee acts.

26.10 Acting appointments must be approved in advance in writing by the SAO.

Implementation of Agreement: Salary Increases

26.11 The Employer agrees to pay the negotiated salary increases to every Employee not later than the second month following the month in which this Agreement is ratified and, in the case of subsequent salary increases, not later than the month following the month in which they become effective.

26.12 The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than three months following the month in which this Agreement is ratified.

26.13 Retroactive pay shall be issued on a separate cheque.

26.14 Notwithstanding the provisions of Clause 26.01 when a position is converted or, where as a result of audit or review, a converted position is found to be over classified and the maximum salary payable in the new range is less than the maximum salary of the incumbent of that position, the employee shall be paid as the present incumbent of that position in a holding range which will permit the employee to be paid at a salary which is nearest to and not less than their present maximum salary.

26.15 For the purposes of this Article, a present incumbent is an Employee who, subject to the above provisions, continues to receive the annual and negotiated increases for the range of the position before it was reclassified downward.

Pay Recovery

26.16 Where an Employee, through no fault of his own, has been overpaid, the Employer will, before recovery action is implemented, advise the Employee in writing of the amount overpaid and the intention of the Employer to recover the overpayment. Prior to said recovery, the Employer and Employee shall discuss and devise an acceptable recovery schedule. If more than two (2) years has passed since the undetected overpayment was made, the Employer shall be limited to recovering fifty percent (50%) of the overpayment. If more than five (5) years have passed since the undetected overpayment was made, there shall be no recovery.

Emergency Cheque

26.17 The Employer shall provide an emergency cheque in the amount of up to the value of earned current wages allowing for expected deductions, at the request of an Employee, whenever the Employee or Employee's dependant is travelling out of town to a medical centre upon proof of a medical certificate from medical personnel or attending a funeral outside Cape Dorset. The value of the cheque shall be deducted from their current wages. Emergency cheques shall be limited to one (1) per occasion and a maximum of **four (4)** per fiscal year per Employee.

Electronic Banking

26.18 An Employee may elect to have his salary cheque electronically deposited to his credit in the bank of his choice.

Reporting Pay

26.19 In the event of blizzard or other extreme weather conditions, the Employer will notify Employees by local radio whether they are required to report for work on a particular day. Employees directed not to report for work shall be paid at their straight time rate for regular hours not worked on that day. Employees required to report for work will be paid at their straight time rate for regular hours for that day and will be granted time off in lieu at their straight time rate for all hours actually worked on that day.

26.20 If an Employee reports to work on his regularly scheduled workday and there is insufficient or no work available the employee is entitled to four (4) hours pay at straight time rate.

26.21 If an Employee is directed to report for work on a day of rest or on a designated paid holiday, and there is insufficient or no work available, the employee is entitled to four (4) hours pay at the appropriate overtime rate.

Call-back Pay

26.22 The term "call-back" refers to the recalling of an Employee to his place of work for a specific duty.

26.23 An Employee on call-back shall be paid the greater of:

- (a) compensation at the appropriate overtime rate; or
- (b) compensation equivalent to four (4) hours pay at straight time rate.

26.24 Where an Employee requests leave in lieu of payment for call-back, the Employer will grant the Employee equivalent leave of absence with pay at the pay rate under clause 26.23, to be taken at a time mutually agreeable to the Employer and the Employee, provided that any time in lieu accumulated under any provision of this Collective Agreement and in excess of fifteen (15) days shall be paid out in cash on the next pay period.

26.25 Except in an emergency, an Employee shall not be required to return to work on a callback.

26.26 Subject to clause 26.25, no Employee shall be disciplined for being unable to return to work on a call-back.

Article 27: STANDBY

27.01 When the Employer requires an Employee to be available on standby during off-duty hours, the Employee shall be compensated in the following amounts for each eight (8) hour shift of Standby:

Regular workday	\$12.00
First day of rest	\$14.00
Second day of rest or holiday	\$16.00

27.02 The provisions of Callback Pay apply to an Employee on standby, except that an Employee shall only be entitled to that minimum only once during each standby period of eight (8) consecutive hours or portion thereof.

27.03 An Employee designated by letter or by list for standby duty shall be available during his period of Standby at a known telephone number and/or pager and/or radio and shall be available to return for duty as quickly as possible if called. In designating Employees for Standby, the Employer will endeavour to provide for the equitable distribution of standby duties among readily available qualified Employees who are normally required, in the regular duties, to perform that work.

27.04 No Standby payment shall be granted if an Employee is unable to report for duty when required.

27.05 An Employee on Standby who is required to report for work shall be paid, in addition to the standby pay, the appropriate overtime rate for all hours worked.

27.06 Except in the case of an emergency, standby schedules shall be posted seven (7) days in advance of the starting date of the new shift schedule.

27.07 Except in the case of an emergency, no disciplinary action will be taken against an Employee who is not available for Standby Duty, provided that the employee gives the Employer adequate advance notice of their unavailability and can provide reasonable grounds for being unavailable.

Article 28: TERM POSITIONS

28.01 No term position shall have a stated term of more than 2 years except to replace an employee on leave without pay under Article 12.12.

28.02 If the Employer should wish a term position to extend beyond 2 years, the position must become a permanent position, which must be offered to the incumbent of the term position.

28.03 Where a term position becomes a permanent position and the incumbent in the term position is appointed to the permanent position, his seniority shall date from the initial date of hire in the term position.

28.04 The benefit package for term positions specified in Appendix "B" is subject to the funding provided by a third party.

Article 29: STATEMENT OF DUTIES

29.01 When an Employee is first hired or when an Employee is reassigned to another position in the Bargaining Unit, the Employer shall, before the Employee is assigned to that position, provide the Employee with a current and accurate written statement of duties of the position to which the employee is assigned.

29.02 Upon written request, an Employee shall be given a complete and current statement of duties and responsibilities of their position.

Article 30: CREDIT FOR PREVIOUS EXPERIENCE

30.01 Previous experience of new and rehired Employees may be taken into consideration when assigning starting pay levels specified in Appendix "A".

Article 31: CLASSIFICATION

31.01 During the term of this Agreement, if a new or revised classification standard is implemented by the Employer, the Employer shall before applying the new or revised classification, negotiate with the Union the rates of pay. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer notifies 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. The arbitration will be dealt with through written submissions without a hearing.

Article 32: TRANSFERS

32.01 No Employee shall be transferred to a position outside the Bargaining Unit without his consent.

32.02 No Employee shall be transferred to another position within the Bargaining Unit without the employee's consent.

Article 33: EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

33.01 When a formal review of an Employee's performance is made, the Employee concerned shall be given the opportunity to discuss its contents. The Employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal and may use the grievance procedure in Article 35 to correct any factual inaccuracies in his performance appraisal.

33.02 The Employer's representative who assesses an Employee's performance must have observed the Employee's performance for at least one half of the period for which the Employee's performance is evaluated. In the event the Employee's Supervisor has not observed the Employee's performance for one half of the period of performance review, the assessment will be carried out by another Supervisor who has observed the Employee's performance for the appropriate period.

33.03 The formal review of an Employee's performance shall also incorporate an opportunity for the Employee to state his career development goals and request any training, in service training, retraining, or any facet of career development, which may be available.

Personnel File

33.04 Upon written request of an Employee, the personnel file of that Employee shall be made available for his examination at a reasonable time in the presence of an authorized representative of the Employer and, at the request of the Employee, a Union Representative.

33.05 Only one file per employee for the purposes of performance evaluation or discipline shall exist.

33.06 The contents of an Employee's personnel file shall be confidential to the Senior Administrative Officer or designate, the Director of Finance and Personnel and the employee.

Evidence

33.07 The Employer agrees not to introduce as evidence in the case of promotion opportunities or disciplinary action any document from the file of an Employee, the existence of which the Employee was not made aware, by the provision of a copy thereof at the time of filing.

33.08 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 eighteen months has elapsed since the disciplinary action was taken provided that no further disciplinary action of a similar nature has been recorded during this period.

Article 34: SUSPENSION AND DISCIPLINE

34.01 The Employer shall have the right to suspend and/or discharge an Employee for just and sufficient cause.

34.02 When an Employee is to be suspended or discharged from duty, the Employer shall notify the Employee in writing of the reasons for such suspension or discharge.

34.03 When an Employee is required to attend a meeting where a disciplinary decision concerning the Employee is to be taken by the Employer, the Employee is entitled to request and to have a Representative of the Union attend the meeting. The meeting cannot be unreasonably delayed awaiting a Union Representative.

34.04 When an Employee is suspended without pay for a period of more than thirty (30) days or is discharged, a grievance may be initiated by the Employee or Union with permission of the Employer at the Second Level as per the Grievance procedure set out in Article 35, within the time limits specified.

Article 35: ADJUSTMENT OF DISPUTES

35.01 The Employer and the Union recognize that grievances may arise in each of the following circumstances:

- (a) by the interpretation or application of a provision of this Agreement;
- (b) disciplinary action resulting in demotion, suspension, or a financial penalty;
- (c) letters of discipline placed on an Employee's personnel file;
- (d) dismissal.

35.02 The procedure for the final resolution of grievances arising under Article 35.01(a), (b) and (d) is to arbitration. The procedure for final resolution of grievances arising under Article 35.01(c) is to the Third Level of the grievance procedure under Article 35.10. Letters of discipline and rebuttal shall remain as part of the personnel file subject to Article 33.07.

35.03 Grievances shall be settled according to the following procedures for adjustment of disputes and arbitration.

Representation

35.04 If the employee so desires, an Employee may be assisted and represented by the Union when presenting a grievance at any level. An Employee with or without a Union Representative will attempt to resolve a dispute verbally with their supervisor prior to filing a grievance.

35.05 Where an Employee has been represented by the Union in the presentation of their grievance, the Employer will provide the appropriate Representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the Employee.

35.06 An Employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided the employee first obtains the authorization of the Union prior to presenting such grievance.

35.07 The Union shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.

35.08 An Employee may, by written notice to the SAO, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement their withdrawal has the endorsement, in writing, of the Union.

Procedures

35.09 An Employee or the Union who wishes to present a grievance at any prescribed level in the grievance procedure shall transmit this grievance in writing to the SAO who shall:

- (a) forward the grievance to the Hamlet representative authorized to deal with grievances at the appropriate level; and

(b) provide the Employee and the Union with a receipt stating the date on which the grievance was received.

35.10 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:

- (a) First Level (first level of Management)
- (b) Second Level (SAO)
- (c) Third Level (Executive Committee of Council)
- (d) Final Level (Arbitration)

35.11 The Union shall have the right to consult with the SAO with respect to a grievance at each or any level of the grievance procedure.

35.12 A grievance of an Employee or the Union shall not be deemed to be invalid by a reason only of the fact it is not in accordance with the form supplied by the Hamlet.

Time Limits

35.13 The time limits stipulated in this procedure are mandatory and may be extended only by mutual agreement between the Hamlet and the Employee, and where appropriate, the Union Representative.

35.14 A grievance shall be presented to the first level of the procedure within twenty (20) calendar days.

35.15 The Employer shall reply in writing to a grievance within fourteen (14) calendar days at level 1, within thirty (30) calendar days at level 2 and within forty-five (45) calendar days at level 3.

35.16 An Employee or the Union on behalf of one or more Employees shall present a grievance at each succeeding level in the grievance procedure beyond the first level,

- (a) where the decision or settlement is not satisfactory to the grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to the employee by the Hamlet; or
- (b) where the Hamlet has not conveyed a decision to the grievor within the time prescribed in Clause 35.15 within fourteen (14) calendar days after the day the reply was due.

Dismissal

35.17 No Employee shall be dismissed without first being given notice in writing together with the reasons therefore. When the Employer dismisses an Employee the grievance procedures shall apply except that the grievance may be presented at the Second Level.

Arbitration

35.18 The parties agree that any arbitration arising out of this Agreement shall be by a single arbitrator to be mutually agreed upon by the parties. The parties will attempt to find a northern arbitrator.

35.19 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where

an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Third Level, of his desire to submit the difference or allegation to arbitration.

35.20 If an arbitrator is not available for a hearing date within thirty (30) days of the date on which notification by either party to submit the difference to arbitration was made, another name will be proposed by each party until a mutually agreed upon arbitrator is found to hear the parties within the above mentioned thirty (30) day period.

35.21 In the event that the Hamlet 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 single Arbitrator.

35.22 The arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code*, and the *Arbitration Act* in addition to any powers, which are contained in this Agreement.

35.23 The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any Employee affected by it.

35.24 The award of the arbitrator shall be signed by the arbitrator and copies thereof shall be transmitted to the parties to the dispute.

35.25 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.

35.26 The Hamlet and the Union shall each pay one-half of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.

35.27 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or Employee affected by the decision may, after the expiration of fourteen (14) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as a judgment or an order of that court and may be enforceable as such.

35.28 In addition to the powers granted to arbitrators under the *Canada Labour Code*, the Arbitrator may determine that the Employee has been dismissed for other than proper cause and the Arbitrator may:

- (a) direct the Employer to reinstate the Employee and pay to the Employee a sum equal to their wages lost by reason of their dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; or
- (b) make such order as the Arbitrator considers fair and reasonable having regard to the terms of this Agreement.

Article 36: TECHNOLOGICAL CHANGE

36.01 Both parties recognize the overall advantages of technological change. Both parties will, therefore, encourage and promote technological change and improvements. The provisions of the Canada Labour Code shall apply.

Article 37: DUTY TRAVEL

37.01 An Employee who is authorized to travel on the Employer's business will be reimbursed for reasonable travel and accommodation expenses incurred plus the greater of either a per diem rate per day or payment of expenses as permitted by sources of funding other than the Employer. The per diem rate will be adjusted as the Federal Treasury Board per diem rate for Nunavut is adjusted.

37.02 Non-Commercial Accommodation. Where an Employee makes private arrangements for overnight accommodation, the Employee may claim \$75.00 for each night.

Pay for Travel on Behalf of the Employer

37.03 If the Employer requires the Employee to travel outside of the normal workweek, the Employee shall be paid the straight time rate for the actual time travelled, to a maximum of 8 hours, for all travel outside of the normal workweek.

Article 38: LABOUR MANAGEMENT COMMITTEE & HEALTH AND SAFETY

38.01 A Labour/Management Committee shall be formed to consult on matters of mutual interest and to provide a forum for constructive and meaningful consultation on health and safety matters. The Labour/Management Committee shall consist of an equal number of Representatives chosen by the Union from the members of the Bargaining Unit and representatives chosen by the Employer numbering not fewer than three (3) representatives each.

38.02 The Labour/Management Committee shall meet at least once every three (3) months and at the request of either party.

Safety Act

38.03 The Labour/Management Committee shall be guided by the provisions of the Nunavut *Safety Act*.

38.04 The Employer shall make available to Employees a current copy of the *Safety Act* and Regulations, and any Employer policies pertaining to safety and health.

First Aid

38.05 The Employer shall provide first aid kits in all workplace premises, maintain the kits in good condition and shall ensure that they are accessible and available to Employees at all times.

First Aid Training

38.06 The Employer will encourage Employees to take first aid courses and will assume the costs of such courses held in Cape Dorset and also the costs of refresher courses held in Cape Dorset required to maintain the validity of a certificate.

38.07 Employees taking first aid training when in Cape Dorset shall be granted leave with pay for the duration of the courses during normal working hours.

Transportation of Injured Workers

38.08 The Employer shall provide, at no expense to the Employee, appropriate transportation to the nearest nurse, physician or medical facility, and from there to the employee's home or place of work depending on the decision of the attending medical personnel, when such services are immediately required for an Employee as a result of injury or serious ailment occurring in the workplace.

38.09 If the Employee receives compensation from any source for expenses incurred on the Employee's behalf by the Employer with regard to transportation referred to in Article 38.08, the Employer may recover from the Employee the amount of that compensation.

Protective Clothing and Equipment

38.10 The Employer shall provide and pay for all reasonable protective devices, clothing and other equipment necessary to properly protect Employees from injury and unhealthy conditions in the performance of their work when the *Workers Compensation Act* or *Safety Act* require the Employer to provide protective devices, clothing and other equipment.

38.11 The Employer shall make provisions for the proper cleaning and maintenance of all safety equipment, devices and clothing at no cost to the Employees.

Smoking

38.12 The Employees acknowledge that, in accordance with territorial legislation, smoking is not permitted in the workplace or in Hamlet vehicles.

Article 39: TRADES AND MAINTENANCEWash-up Time

39.01 Labour and Trades Employees, Equipment Operations Employees, and Maintenance Employees shall be permitted paid wash-up time to a maximum of ten (10) minutes prior to the conclusion of each shift. This period may be extended by the Employee's Supervisor to a maximum of fifteen (15) minutes in unusual circumstances.

Protective Clothing

39.02 Articles of protective clothing are to be worn only when Employees are on duty; to and from work; and while on stand-by. The responsibility of maintaining protective and uniform articles rests with the Employee.

39.03 Upon presentation of damaged protective articles and uniform articles, the Employer will replace lost or damaged protective articles and uniform articles, but if the loss or damage is wilful, the Employee may be subject to an assessed charge not to exceed the replacement cost of the lost or damaged article.

39.04 Where an Employee terminates employment or transfers to another position, the Employee shall return all protective clothing and uniform articles.

39.05 Employees required to work outside as a regular duty will be provided with winter coveralls and summer gloves.

39.06 The Employer shall provide Employees required to work outside or in cold conditions with winter coveralls and rain suits when required as determined by management. Coveralls and rain suits shall remain the property of the Hamlet and be worn by Employees only while on duty. Such coveralls and rain suits shall be replaced when presented damaged or worn to the Employer at no cost to the Employee.

39.07 The Employer will reimburse each Employee required by the *Safety Act* to wear protective footwear to a maximum of two hundred dollars (\$200.00) annually upon presentation of receipts for the purchase of protective footwear.

39.08 The Employer will provide and retain ownership of highly specialized tools considered necessary by the Employer and not normally associated with a journeyman's tool kit.

Article 40: APPRENTICES

40.01 The terms and conditions for the engagement of Employees as apprentices are agreed as follows:

(a) The *Apprenticeship, Trade and Occupations Certification Act* and pursuant regulations shall apply to all apprentices. A copy of the applicable regulations shall be supplied to each apprentice upon appointment.

(b) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the *Apprenticeship, Trade and Occupations Certification Act*.

(c) Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification.

(d) Apprentice rates will be based on a percentage of the appropriate Journeyman rate as follows:

Four Year Training Programs

year 1 55%
year 2 65%
year 3 75%
year 4 85%

Three Year Training Programs

year 1 55%
year 2 70%
year 3 85%

(e) The Employer shall pay the expenses of the apprentice while attending trade courses.

(f) Apprentices shall be entitled to the benefits and terms and conditions of employment of this Collective Agreement while working and while attending trades schools. The Employer will top up the apprentice to the employee's regular rate of pay for the difference between the amounts received or available from EI or other funding sources.

(g) Where an apprentice fails after 2 attempts to successfully complete a trade training course, the Employer may terminate the employment of the apprentice and may make a recommendation to the Superintendent of the Apprenticeship Board that the contract of the apprentice be cancelled and the apprenticeship be terminated.

Article 41: LAY-OFF, JOB SECURITY & SEVERANCE PAY

41.01 Lay offs will be made, when necessary, on the basis of reverse order of seniority and classification of work provided the remaining Employees are qualified to perform the duties of the position.

41.02 The Employer will make every reasonable effort to minimize the adverse effects of lay off, including providing retraining if the Employee could do another available job after a reasonable period of retraining and familiarization of no more than two (2) months.

41.03 A person who is laid off shall be on a recall list for a period of 24 months from the date on which he was laid off.

41.04 The Employer shall notify the Union and all affected permanent or part-time Employees who are to be laid off, in writing, three (3) months prior to the effective date of lay off, or award pay in lieu thereof, unless a greater period of notice is required by legislation, in which case such greater period of notice, or pay in lieu thereof, shall be given. Term Employees shall be given notification in writing of lay off, or pay in lieu thereof, in accordance with legislation, and the Union shall be notified at the same time.

41.05 Every Employee subject to lay off shall, during the period of notice, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective employer and to such additional leave with pay as the Employer considers reasonable for the Employee to travel to and from the place where their presence is so required.

41.06 The Employer shall not dismiss, suspend, lay off, demote or otherwise discipline an Employee on the grounds that garnishment proceedings may be or have been taken with respect to an Employee.

41.07 The Employer may retrain Employees who would otherwise become redundant as a result of Employer planned termination and such retraining shall commence as soon as possible. Time spent in such retraining shall be considered time worked and the Employer will top up the wages of the Employee to their regular rate of pay for the difference between amounts received or available from EI or other funding sources.

41.08 Recall from a lay off will be made on the basis of seniority and classification of work provided the Employee is qualified to perform the duties of the position.

41.09 The Employer shall give notice of recall personally or by registered mail.

41.10 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.

41.11 Where notice of recall is given by registered mail, notice is deemed to be given 3 days from the date of mailing.

41.12 The Employee shall return to work within 10 working days of receipt of notice of recall, unless, on reasonable grounds, the employee is unable to do so, but in any event the employee shall return to work within 28 calendar days.

Cooling Off Period

41.13 An Employee who wilfully 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 48 hours or notifies the Employer within 48 hours through their supervisor or through the next available level of management only if the supervisor is not reachable, of their intention to return to work at the commencement of their next shift.

If the Employer should refuse to allow the Employee to return to work, the termination shall be considered as a discharge, effective the date the Employee sought to return to work and may be grieved as a discharge.

The above cooling off period may be utilized only once during any calendar year.

Article 42: LEAVE FOR TRAINING PURPOSES

42.01 Leave without pay to take advanced or supplementary professional or technical training of one academic year or less may be granted to Employees upon the recommendation of the SAO and approval of Council.

42.02 The granting of leave under clause 42.01 shall be based on an appraisal of the present and future job requirements and the qualifications of the Employee applying for the leave and shall be granted only to meet the identified needs of the Employer.

42.03 Where a request for leave under Clause 42.01 has been submitted by an Employee, the Employer shall, within sixty (60) calendar days from the submission of the request, advise, the Employee whether the request has been approved or denied.

42.04 Full or partial financial assistance in respect of salary, tuition, travelling and other expenses may be granted during leave granted under Clause 42.01:

- (a) where the Employee has become technically obsolete and requires retraining to satisfactorily carry out assigned work;
- (b) where the courses are required to keep the Employee abreast of new knowledge and techniques in the Employee's field of work; or
- (c) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present Employees.

42.05 Subject to prior approval by the Employer, when an Employee provides the Employer with evidence of having successfully completed a course, the Employer shall reimburse the Employee for tuition fees paid by the Employee with respect to the course if the course is of value to the Employee's work and does not require the Employee to be absent from duty.

42.06 Under this Article, leave with full or partial financial assistance in respect of salary will carry with it the obligation for the Employee to return to work upon the expiration of the leave, to work for the Employer for a period equivalent to the leave.

Article 43: CIVIL LIABILITY

43.01 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 duties, then:

- (a) The Employee or former Employee, upon being served with any legal process, or upon receipt of any action or proceeding as referred to in this Article, being commenced against the employee shall advise the SAO of any such notification or legal process;
- (b) The Employer shall pay:
 - (i) any damages or costs awarded against any such Employee in any such action or proceedings and all legal fees, 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 and/or:
 - (ii) any sum required to be paid by such Employee in connection with the settlement of any claim made against such Employee 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.
- (c) No Employee shall enter into any settlement agreement without the express written authority of the Employer and if an Employee does enter into such settlement agreement without proper authorization the Employee agrees to waive any rights provided to them under this Article.
- (d)
 - (i) Subject to subparagraph (ii), upon notification to the Employer by the Employee in accordance with paragraph (a), the Employer and the Employee shall forthwith meet and appoint mutually agreeable legal counsel.
 - (ii) Should the Employer and the Employee be unable to agree on the choice of legal counsel, the Employer shall unilaterally appoint legal counsel, with whom the Employee agrees to cooperate fully.
- (e) If, upon adjudication of a matter arising out of this Article there is a finding that the Employee was not acting in the performance of their duties at the time of the alleged tort then the Employee shall be indebted to the Employer for an amount equal to the expenses incurred by the Employer on behalf of the Employee pursuant to this Article and a recovery schedule for repayment of such amount will be mutually agreed upon.
- (f) All of the foregoing shall be subject to compliance with all applicable insurance requirements, including, but not restricted to, the insurance policy between the Employer and the Nunavut Association of Municipalities Insurance Exchange (NAMIX).

Article 44: VEHICLES - ELECTRICAL COST

44.01 An Employee who is on standby and is required to take an Employer's vehicle home shall receive, upon submission of claim, Ten Dollars (\$10.00) per day if living in private housing and Three Dollars (\$3.00) per day if living in public housing, during the period of November 1 to April 30 each year to offset the electrical cost associated with plugging in the vehicle, where the Employee is responsible for paying any cost of electricity.

Article 45: SEVERANCE PAY UPON TERMINATION OF EMPLOYMENT

45.01 An Employee who resigns, retires or is laid off after seven (7) or more years of continuous employment is entitled to severance pay on resignation equal to half the number of years of service times weekly rate of pay on termination.

The maximum severance pay grantable under this Clause is fifteen (15) weeks pay, less the number of weeks of any previous severance pay granted.

45.02 An Employee, who is dismissed for cause or who has been declared to have abandoned their position, shall not be entitled to Severance Pay.

Article 46: ALLOWANCES

Settlement Allowance

46.01 The Employer agrees to pay each Employee a settlement allowance of Six Thousand Eight Hundred Fifty Dollars (\$6,850) per year paid on an hourly basis for all regular hours paid. The hourly rate of settlement allowance is calculated by dividing the annual amount of settlement allowance by 2,080 hours for those Employees normally required to work an eight (8) hour day, and by dividing the settlement allowance by 1,950 hours for those Employees normally required to work a seven and one-half (7-1/2) hour day.

46.02 The amount of settlement allowance shall be clearly identified on the Employee's pay stub.

Housing and Utility Allowance

46.03 All Employees owning their own home or renting subject to satisfactory evidence shall receive, subject to a limit of one allowance per household:

- (a) a housing allowance of three hundred and thirty nine dollars (\$339.00) per month, and
- (b) a utility allowance of fifty six dollars and fifty cents (\$56.50) per month during the months of December, January, February, March and April, provided that full utilities are being paid by the Employee.

Article 47: BILINGUAL BONUS

47.01 Where an Employee occupies a position that is designated bilingual (English and Inuktitut) by the Employer, and provided the Employee is able to demonstrate reasonable competence in the required languages, the employee shall be paid a bilingual bonus of One Thousand Five Hundred Dollars (\$1,500.00) per year calculated on a regular hourly basis and paid biweekly. The Employer shall provide a list of the designated bilingual positions to the Union.

47.02 A list of positions identified by the Employer as being bilingual shall be made available to a Union Representative on April 1st of each year.

Article 48: GROUP INSURANCE PLANS

48.01 The Northern Employee Benefits Services (NEBS) Group Benefit Plan [i.e. Basic Group Life Insurance (3 x annual salary); Accidental Death, Disease & Dismemberment (3 x annual salary); Dependants Insurance; and Long Term Disability (60% non-taxable)] and the Short Term Disability (Weekly Indemnity 60% non-taxable) plan are terms and conditions of employment for all eligible employees.

48.02 The Northern Employee Benefits Services (NEBS) Extended Health Care and Dental Insurance plans are optional plans available to each individual eligible employee.

48.03 The Employer shall advise the insurance plans administrator of any adjustments to earnings subject to these plans, terminations of employees covered by these plans, new eligible employees under these plans, and other required data as determined by these plans without delay.

48.04 The Employer shall remit all required premiums for the plans under this Article within a reasonable period, and shall forward all claims under these plans in a timely manner.

48.05 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 are 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.

48.06 All issues concerning the insurance plans, including issues of cost sharing of premiums, and eligibility for benefits shall be determined by the benefit plans providers.

Article 49: PENSION PLAN

49.01 Participation in the Northern Employee's Benefit Services (NEBS) Pension Plan and is mandatory, and is a term and condition of employment for all eligible employees.

Article 50: OUTSIDE EMPLOYMENT

50.01 An Employee may carry on business or employment outside their regularly scheduled hours of work.

50.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:

(a) a conflict of duties may develop between an Employee's regular work and outside interests; and

(b) certain knowledge and information available only to Hamlet of Cape Dorset personnel place the individual in a position where they can exploit the knowledge or information for personal gain.

Article 51: RE-OPENER OF AGREEMENT

51.01 This Agreement may be amended by mutual consent.

Mutual Discussions

51.02 The Employer and the Union acknowledge the mutual benefits to be derived from dialogue between the parties and are prepared to discuss matters of common interest.

Article 52: DURATION AND RENEWAL

52.01 The term of this Agreement shall be from April 1, 2017 to March 31, 2020.

52.02 Notwithstanding Article 52.01, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 35, shall remain in effect during the negotiations for its renewal, and until either a new collective agreement becomes effective, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met.

52.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49(1) of the *Canada Labour Code*.

52.04 Where notice to bargain collectively has been given under Article 52.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the Employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

Signed in Cape Dorset, Nunavut as of the 5 day of December, 2019.

Signed on behalf of
Hamlet of Cape Dorset



John Hussey
Senior Administrative Officer



Mary Joanasie, Director of Finance



Michelle Theriault, Negotiator

Signed on behalf of
Public Service Alliance of Canada



Jack Bourassa
Regional Executive Vice-President North



Mike Perry, Committee Member



Laimiki Toonoo, Committee Member



Gail Lem, Negotiator

HAMLET OF CAPE DORSET

ANNUAL AND HOURLY RATES OF PAY – EFFECTIVE APRIL 1, 2017

APPENDIX “A”

Department/Position	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
Protective Services						
By-law Officer	\$20.84	\$22.24	\$23.62	\$25.01	\$26.40	\$27.80
Finance & Personnel						
Assistant Director	\$27.80	\$29.17	\$30.57	\$31.97	\$33.34	\$34.73
Finance Officer - Accounts Payable	\$22.24	\$23.72	\$25.19	\$26.67	\$28.16	\$29.64
Finance Officer - Accounts Receivable	\$22.24	\$23.72	\$25.19	\$26.67	\$28.16	\$29.64
Finance Officer - Payroll	\$22.24	\$23.72	\$25.19	\$26.67	\$28.16	\$29.64
Finance Officer - Receptionist/Data Entry	\$22.24	\$23.72	\$25.19	\$26.67	\$28.16	\$29.64
Computer Technician	\$24.31	\$25.71	\$27.09	\$28.48	\$29.89	\$31.26
Recreation						
Arena Manager/Rec Coordinator	\$22.24	\$24.45	\$26.67	\$28.91	\$31.12	\$33.34
Community Hall Manager	\$22.24	\$24.45	\$26.67	\$28.91	\$31.12	\$33.34
Radio Announcer	\$13.26					
Public Buildings						
Building Maintainer	\$31.26					
Trades Helpers	\$17.37	\$18.75	\$20.16	\$21.54	\$22.92	\$24.31
Custodial Workers	\$13.90	\$15.29	\$16.67	\$18.06	\$19.46	\$20.84
Community Development						
Lands Officer	\$22.24	\$23.72	\$25.19	\$26.67	\$28.16	\$29.64
Economic Development Officer	\$22.24	\$23.72	\$25.19	\$26.67	\$28.16	\$29.64
Municipal Works						
Receptionist/Data Entry Clerk	\$18.53	\$20.01	\$21.49	\$22.97	\$24.45	\$25.93
Lead Mechanic	\$34.73					
Mechanic	\$31.26					
Swamper	\$17.37	\$18.75	\$20.16	\$21.54	\$22.92	\$24.31
Heavy Equipment Operator	\$20.84	\$22.24	\$23.62	\$25.01	\$26.40	\$27.80
Airport Maintainer	\$20.84	\$22.24	\$23.62	\$25.01	\$26.40	\$27.80
Water Truck Driver	\$17.37	\$18.75	\$20.16	\$21.54	\$22.92	\$24.31
Sewage Truck Driver	\$17.37	\$18.75	\$20.16	\$21.54	\$22.92	\$24.31

Garbage Truck Driver	\$17.37	\$18.75	\$20.16	\$21.54	\$22.92	\$24.31
Drivers Helpers	\$13.90	\$15.29	\$16.67	\$18.06	\$19.46	\$20.84

APPENDIX "B"

Department/Position	Level 1
Social Services	
CPNP Coordinator*	\$22.22
CPNP Cook*	\$19.50
Family Resource Coordinator*	\$20.39
Family Resource Coordinator Assistant*	\$18.56
Parenting Program Coordinator*	\$20.39
Youth/Elder Coordinator*	\$20.39
Community Wellness Coordinator*	\$20.84
Senior Youth Worker*	\$20.69

HAMLET OF CAPE DORSET
ANNUAL AND HOURLY RATES OF PAY – EFFECTIVE APRIL 1, 2018

APPENDIX “A”

Department/Position	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
Protective Services						
By-law Officer	\$21.26	\$22.68	\$24.10	\$25.51	\$26.93	\$28.35
Finance & Personnel						
Assistant Director	\$28.35	\$29.76	\$31.18	\$32.61	\$34.01	\$35.43
Finance Officer - Accounts Payable	\$22.68	\$24.19	\$25.70	\$27.21	\$28.73	\$30.23
Finance Officer - Accounts Receivable	\$22.68	\$24.19	\$25.70	\$27.21	\$28.73	\$30.23
Finance Officer - Payroll	\$22.68	\$24.19	\$25.70	\$27.21	\$28.73	\$30.23
Finance Officer - Receptionist/Data Entry	\$22.68	\$24.19	\$25.70	\$27.21	\$28.73	\$30.23
Computer Technician	\$24.79	\$26.23	\$27.63	\$29.05	\$30.48	\$31.89
Recreation						
Arena Manager/Rec Coordinator	\$22.68	\$24.94	\$27.21	\$29.48	\$31.74	\$34.01
Community Hall Manager	\$22.68	\$24.94	\$27.21	\$29.48	\$31.74	\$34.01
Radio Announcer	\$14.03					
Public Buildings						
Building Maintainer	\$31.89					
Trades Helpers	\$17.72	\$19.12	\$20.56	\$21.97	\$23.38	\$24.79
Custodial Workers	\$15.60	\$17.16	\$18.70	\$20.27	\$21.84	\$23.38
Community Development						
Lands Officer	\$22.68	\$24.19	\$25.70	\$27.21	\$28.73	\$30.23
Economic Development Officer	\$22.68	\$24.19	\$25.70	\$27.21	\$28.73	\$30.23
Municipal Works						
Receptionist/Data Entry Clerk	\$18.90	\$20.41	\$21.92	\$23.43	\$24.94	\$26.45
Lead Mechanic	\$35.43					
Mechanic	\$31.89					
Swamper	\$17.72	\$19.12	\$20.56	\$21.97	\$23.38	\$24.79
Heavy Equipment Operator	\$21.26	\$22.68	\$24.10	\$25.51	\$26.93	\$28.35
Airport Maintainer	\$21.26	\$22.68	\$24.10	\$25.51	\$26.93	\$28.35
Water Truck Driver	\$19.49	\$21.03	\$22.61	\$24.17	\$25.72	\$27.27
Sewage Truck Driver	\$19.49	\$21.03	\$22.61	\$24.17	\$25.72	\$27.27
Garbage Truck Driver	\$19.49	\$21.03	\$22.61	\$24.17	\$25.72	\$27.27

Drivers Helpers	\$15.60	\$17.16	\$18.70	\$20.27	\$21.84	\$23.38
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APPENDIX "B"**Department/Position****Level 1****Social Services**

CPNP Coordinator*	\$22.66
CPNP Cook*	\$19.89
Family Resource Coordinator*	\$20.80
Family Resource Coordinator Assistant*	\$18.94
Parenting Program Coordinator*	\$20.80
Youth/Elder Coordinator*	\$20.80
Community Wellness Coordinator*	\$21.26
Senior Youth Worker*	\$21.10

HAMLET OF CAPE DORSET
ANNUAL AND HOURLY RATES OF PAY – EFFECTIVE APRIL 1, 2019

APPENDIX “A”

Department/Position	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
Protective Services						
By-law Officer	\$21.68	\$23.13	\$24.58	\$26.02	\$27.46	\$28.92
Finance & Personnel						
Assistant Director	\$28.92	\$30.35	\$31.80	\$33.26	\$34.69	\$36.13
Finance Officer - Accounts Payable	\$23.13	\$24.67	\$26.21	\$27.75	\$29.30	\$30.84
Finance Officer - Accounts Receivable	\$23.13	\$24.67	\$26.21	\$27.75	\$29.30	\$30.84
Finance Officer - Payroll	\$23.13	\$24.67	\$26.21	\$27.75	\$29.30	\$30.84
Finance Officer - Receptionist/Data Entry	\$23.13	\$24.67	\$26.21	\$27.75	\$29.30	\$30.84
Computer Technician	\$25.29	\$26.75	\$28.19	\$29.63	\$31.09	\$32.53
Recreation						
Arena Manager/Rec Coordinator	\$23.13	\$25.44	\$27.75	\$30.07	\$32.38	\$34.69
Community Hall Manager	\$23.13	\$25.44	\$27.75	\$30.07	\$32.38	\$34.69
Radio Announcer	\$14.31					
Public Buildings						
Building Maintainer	\$32.53					
Trades Helpers	\$18.07	\$19.51	\$20.97	\$22.41	\$23.85	\$25.29
Custodial Workers	\$15.91	\$17.50	\$19.07	\$20.67	\$22.27	\$23.85
Community Development						
Lands Officer	\$23.13	\$24.67	\$26.21	\$27.75	\$29.30	\$30.84
Economic Development Officer	\$23.13	\$24.67	\$26.21	\$27.75	\$29.30	\$30.84
Municipal Works						
Receptionist/Data Entry Clerk	\$19.28	\$20.82	\$22.36	\$23.90	\$25.44	\$26.98
Lead Mechanic	\$36.13					
Mechanic	\$32.53					
Swamper	\$18.07	\$19.51	\$20.97	\$22.41	\$23.85	\$25.29
Heavy Equipment Operator	\$21.68	\$23.13	\$24.58	\$26.02	\$27.46	\$28.92
Airport Maintainer	\$21.68	\$23.13	\$24.58	\$26.02	\$27.46	\$28.92
Water Truck Driver	\$19.88	\$21.46	\$23.07	\$24.65	\$26.23	\$27.82
Sewage Truck Driver	\$19.88	\$21.46	\$23.07	\$24.65	\$26.23	\$27.82
Garbage Truck Driver	\$19.88	\$21.46	\$23.07	\$24.65	\$26.23	\$27.82

Drivers Helpers	\$15.91	\$17.50	\$19.07	\$20.67	\$22.27	\$23.85
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APPENDIX "B"

Department/Position	Level 1
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Social Services

CPNP Coordinator*	\$23.11
CPNP Cook*	\$20.29
Family Resource Coordinator*	\$21.21
Family Resource Coordinator Assistant*	\$19.31
Parenting Program Coordinator*	\$21.21
Youth/Elder Coordinator*	\$21.21
Community Wellness Coordinator*	\$21.68
Senior Youth Worker*	\$21.52

MEMORANDUM OF UNDERSTANDING

between the

PUBLIC SERVICE OF CANADA

and the

MUNICIPALITY OF CAPE DORSET

RE: HOURS OF WORK - BYLAW OFFICER

The parties have agreed that during the life of this collective agreement, the Municipality of Cape Dorset may amend the hours of the Bylaw Officer to a normal starting time of 10:00 PM and a normal stopping time of 6:00 AM for the weeks before the end of the school year in June and the beginning of the school year in the following August (during times when school is not in session).

The Bylaw Officer shall receive a shift premium of Two Dollars (\$2.00) per hour for all hours worked between 10:00 PM and 6:00 AM.

FOR THE MUNICIPALITY:

Ed Dewneant

DATE: _____

FOR THE UNION:

Paul Deane

DATE: 21 August 2015

