

# Collective Agreement

between

## Public Service Alliance of Canada

(As Represented by its Component Nunavut Employees Union)

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and

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## Hamlet of Cambridge Bay

Effective From: October 1, 2010  
To: September 30, 2013

Nunavut Employees Union  
Box 869,  
Iqaluit NU X0A 0H0

Hamlet of Cambridge Bay  
Box 16,  
Cambridge Bay NU X0B 0C0

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## **Article 1**

### **Purpose of Agreement**

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

## **Article 2**

### **Interpretation and Definitions**

- 2.01 For the purpose of this Agreement:
- (a) "Agreement" means this Collective Agreement;
  - (b) "Alliance" means the Public Service Alliance of Canada;
  - (c) "Bargaining Unit" means all employees of the Hamlet of Cambridge Bay, Nunavut, excluding the Senior Administrative Officer, Director of Finance, Director of Community Wellness, Manager Human Resources and Benefits, Facilities Maintenance Manager, Municipal Services Manager and casual employees;
  - (d) "Casual Employee" means a person employed by the Employer on a temporary basis for a period not to exceed thirty **(30)** consecutive days, and shall include those Employees hired under a third party grant if the program under the third party grant does not exceed *six* (6) months duration;
  - (e) "Common-law Spouse" means a person who has lived with an employee for a continuous period of at least one (1) year and the employee has represented said person as his spouse and has signed a statutory declaration declaring that he has co-habited with said person for a minimum of one (1) year;
  - (f) "Continuous employment" and "Continuous service" mean uninterrupted employment with the Employer;
  - (g) "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;

- (h) "Demotion" means the appointment of an employee for reasons of incompetence or incapacity, to a new position for which the maximum pay is less than that of his former position;
- (i) "Dependant" means a person who is the employee's:
  - (i) spouse (including common-law spouse) who is residing with the employee;
  - (ii) child, step-child, adopted child who has resided with the employee for a period of at least *six* (6) consecutive months (unless the child is less than *six* (6) months old) and who is:
    - 1) under nineteen years of age and dependent on him/her for support and is in full-time attendance at school if of school age; or
    - 2) nineteen years of age or more and dependent on him/her by reason of mental or physical infirmity; or
  - (iii) any other relative of the employee's household who has resided with the employee for a period of at least *six* (6) consecutive months and who is wholly dependent on him/her for support by reason of mental or physical infirmity;
- (j) "Employee" means a member of the Bargaining Unit and includes:
  - (i) "Full-time Employee" is one who is employed in a full-time indeterminate position;
  - (ii) "Part-time Employee" is one who is employed for less than the standard work day, week or month in an indeterminate position;
  - (iii) "Term Employee" – is one who is employed on a term basis for a period of twelve (12) months or less. Term employees shall not be eligible for the provisions of Article 41, "BenefitPlans";
- (k) "Employer" means the Hamlet of Cambridge Bay;
- (l) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year;
- (m) "Holiday" means the twenty-four (24) hour period commencing at 12 midnight at the beginning of a day designated as a paid holiday in this Agreement;
- (n) "Leave of Absence" means absence from duty with the Employer's permission;

- (o) "May" shall be regarded as permissive and "Shall" and "Will" as imperative;
- (p) "Membership Fees" means the fees established pursuant to the By-Laws of the Nunavut Employees Union as the fees payable by the members of the Bargaining Unit and shall not include any initiation fee, insurance premium or special levy;
- (q) "Overtime" means work performed by an employee in excess of or outside of his regularly scheduled hours of work. For part-time employees, overtime means all hours worked in excess of the regular hours of work for a full time employee in the same position;
- (r) "Probation" means a period of ~~six~~ months from the day upon which an employee is first appointed to the Hamlet or a period of three months after an employee has been transferred or promoted. If an employee does not successfully complete his probationary period on transfer or promotion the Employer will make every reasonable effort to appoint him to a position comparable to the one from which he was transferred or promoted;
- (s) "Promotion" means the appointment of an employee to a new position, for which the maximum rate of pay exceeds that of his former position;
- (t) "Representative" means an employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union;
- (u) "Senior Administrative Officer" means the Senior Administrative Officer of the Hamlet of Cambridge Bay;
- (v) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion;
- (w) "Union" means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union;
- (x) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Monday and terminate at midnight on the following Sunday;
- (y) "Weekend" for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Saturday and terminate at midnight on the following Sunday.

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.

**Article 3**  
**Recognition**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for those employees in the Bargaining Unit.

**Article 4**  
**Application**

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

**Article 5**  
**Future Legislation**

- 5.01 In the event that any law passed by Parliament of Canada or the Legislative Assembly of Nunavut renders null and void or alters any provision of the Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the 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.

**Conflict of Provisions**

- 5.02 Where there is any conflict between the provisions of this Agreement and any regulation, direction or other instrument dealing with the terms and conditions of employment issued by the Employer, the provisions of **this** Agreement shall prevail, unless the Employer is compelled by law to issue and enforce such regulation, direction or other instrument.

**Article 6**  
**Strikes and Lockouts**

- 6.01 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 during the term of this Agreement.

**Article 7**  
**Management Rights**

- 7.01 Except to the extent provided herein, this Agreement in no way restricts the Employer in the management and direction of the Hamlet and its employees.
- 7.02 The Employer shall exercise its rights in a manner which is fair, reasonable and consistent with the terms of this Agreement.

## **Article 8**

### **Human Rights**

#### Freedom from Discrimination

- 8.01 The Employer, the Union, and the employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of 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 affiliation, conviction for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement.

#### Equal Pay for **Work** of Equal Value

- 8.02 The Employer agrees to recognize the principle of equal pay for work of equal value regardless of the sex of the employee.

#### Freedom from Sexual Harassment

- 8.03 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature
- (a) that is likely to cause offence or humiliation to any employee;
  - (b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 8.04 Every employee is entitled to employment free of sexual harassment.
- 8.05 The Employer will make every reasonable effort to ensure that no employee is subjected to sexual harassment.
- 8.06 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.
- 8.07 Complaints of sexual harassment may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.
- 8.08 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.



8.09 The Employer shall, after consulting with the employees, issue a policy statement concerning sexual harassment which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning sexual harassment.

#### Freedom from Workplace Violence

8.10 "Workplace violence" means any incident in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.

8.11 Every employee is entitled to employment free of workplace violence.

8.12 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.

8.13 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. The Employer shall take appropriate remedial measures in such situations.

8.14 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.

8.15 Complaints of workplace violence may be brought to the attention of the Employer at any level of management appropriate to the circumstances. An employee may be assisted by the Union in making a complaint.

8.16 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.

8.17 The Employer shall, after consulting with the employees, issue a policy statement concerning workplace violence which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning workplace violence.

### **Article 9**

#### **Outside Employment**

9.01 An employee shall not engage in outside employment if such employment interferes with his duties with the Employer or a conflict of interest exists with his duties with the Employer.

- 9.02 A conflict of interest is said to exist when an employee uses his position with the Employer to affect an official decision of the Employer for his own personal or financial gain.

**Article 10**  
**Appointment of Representatives**

- 10.01 The Employer acknowledges the right of the Union to appoint employees as Representatives. The Union will provide the Employer with the names of all Representatives within a reasonable period.

**Article 11**  
**Union Access to Employer Premises**

- 11.01 The Employer shall permit access to its work premises of an accredited Representative of the Union.

**Article 12**  
**Time Off for Union Business**

Union Leave With Pay

- 12.01 The Employer shall grant leave with pay to employees participating:
- (a) as a party, a witness, or a Representative of the Union in any proceeding before the Canada Industrial Relations Board;
  - (b) as a party, or a Representative of the Union in the investigation of any complaints or grievances, except for an employee who is on suspension without pay;
  - (c) as a party, a witness, or a Representative of the Union in any proceeding under Article 16 – Grievance Procedure and Arbitration, except for an employee who is on suspension without pay;
  - (d) in any meeting with the Employer on behalf of the Union to a maximum of three (3) employees.

Grievance Handling

- 12.02 (a) A Representative shall obtain the permission of his immediate supervisor before leaving his work to investigate a grievance, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.
- (b) The Representative shall make every reasonable effort to report back to his supervisor before resuming his normal duties.

10

Contract Negotiations

- 12.03 The Employer will grant leave with pay for three (3) employees to attend contract negotiations on behalf of the Union for the duration of such negotiations.

Preparatory Contract Negotiations Meetings

- 12.04 The Employer will grant leave with pay for three (3) employees to attend preparatory contract negotiations meetings.

Union Leave Without Pay

- 12.05 Subject to operational requirements, the Employer shall grant leave without pay to *two* (2) employees with respect to:

- (a) conventions, conferences, and executive council meetings of the Alliance, the Nunavut Employees Union, the Canadian Labour Congress and the Northern Territories Federation of Labour;
- (b) union training.

Subject to operational requirements, the Employer may grant leave without pay to additional employees for the purposes of this clause.

An employee on leave under this clause shall continue to be paid by the Employer and the Employer shall be reimbursed by the Union for such employment costs.

- 12.06 When operational requirements permit, and upon reasonable notice, the Employer will grant leave without pay for a reasonable number of employees:

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

Leave for Union Office

- 12.07 An employee elected as a paid officer of the executive of the Union, the Alliance or the Northern Territories Federation of Labour shall, upon application, be granted leave of absence for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.

- 12.08 Such employees shall advise the Employer as soon as possible when an extension of their leave of absence is applicable due to re-election.

- 12.09 Upon termination of their leave of absence such employees shall be offered, at a minimum, the position they held with the Employer at the commencement of their leave. When such employees wish to invoke this clause they shall provide the Employer with three month notice of their intent to do so.
- 12.10 Notwithstanding Article 12.09, the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should they bid on a competition and be the successful candidate.
- 12.11 Such employees will retain their seniority, but shall not accrue further seniority during their leave of absence.
- 12.12 Upon reasonable notification, the Employer shall grant leave without pay to a Union Representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.

### **Article 13** **Check Off**

- 13.01 The Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all Employees.
- 13.02 The Alliance shall inform the Employer in writing of the amount of Membership Fees to be deducted for each employee.
- 13.03 For the purpose of applying Article 13.01, deductions from pay for each employee will occur on a bi-weekly basis and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any bi-weekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.
- 13.04 No employee organization, other than the Alliance, shall be permitted to have membership fees deducted by the Employer from the pay of Employees.
- 13.05 The amounts deducted in accordance with Article 13.01 shall be remitted to the:  
Comptroller of the Alliance  
233 Gilmour Street  
Ottawa, ON K2P 0P1  
by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 13.06 The Employer agrees to make deductions for various programs sponsored by the Union for the general benefit of employees.
- 13.07 The Employer agrees to identify annually on each employee's T4 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 monthly basis, with information concerning the identification of each Employee. This information shall include the name, address, job classification, rate of pay, employment status and social insurance number of all employees 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 the Agreement.

14.03 The Employer agrees to provide each new employee with a copy of the Agreement upon his appointment.

## **Article 15**

### **Provision of Bulletin Board Space and Other Facilities**

15.01 The Employer shall provide bulletin board space in each location clearly identified for exclusive Union use for the posting of notices pertaining to elections, appointments, meeting dates, news items and social and recreational affairs.

15.02 The Employer shall make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.

15.03 The Employer shall make available to the Union and the members of the Bargaining Unit a suitable meeting room for each local to be used from time to time for the conducting of business relating to the Bargaining Unit.

15.04 The Employer will deliver any mail originating from the Union addressed to its members in accordance with its policy.

## **Article 16**

### **Grievance Procedure and Arbitration**

16.01 "Grievance" means a difference which arises between the Union and the Employer and/or between an employee(s) and the Employer relating to:

- (a) the interpretation, application, administration or alleged violation of this Agreement (including any question as to whether a matter is arbitrable) or an arbitral award;
- (b) the interpretation, application, administration or alleged violation of a provision of an Act or Regulation, or a direction or other instrument made or issued by the Employer dealing with the terms or conditions of employment;

- (c) disciplinary action resulting in demotion, suspension, or a financial penalty (including the withholding of an increment);
  - (d) dismissal; or
  - (e) letters or notations of discipline placed on an employee's personnel file.
- 16.02 Grievances shall be settled according to the following procedures for grievances and arbitration.

Representation

- 16.03 If he so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.
- 16.04 Where an employee has been represented by the Union in the presentation of his 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.
- 16.05 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he first obtains the authorization of the Union prior to presenting such a grievance.
- 16.06 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.
- 16.07 An employee may, by written notice to the Employer, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his withdrawal has the endorsement, in writing, of the Union.

Procedures

- 16.08 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 Employer who shall forthwith:
- (a) forward the grievance to the representative of the Employer 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 by him.

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

(a) First Level (Senior Administrative Officer)

(b) Final Level (Hamlet Council)

16.10 The Employer shall designate a representative at each level of the grievance procedure and shall inform all employees of the person so designated.

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

16.12 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

#### Time Limits

16.13 These time limits may be extended by mutual agreement between the Employer and the employee, and where appropriate the Union Representative.

16.14 A grievance may be presented at the First Level of the procedure in the manner prescribed in Article 16.08 within thirty (30) calendar days after the date of action or circumstances giving rise to the grievance.

16.15 The Employer shall reply in writing to a grievance within twenty-one (21) calendar days at First Level, or within **thirty** (30) calendar days at Final Level.

16.16 An employee or the Union may 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 twenty-one (21) calendar days after that decision or settlement has been conveyed in writing to him by the Employer; or

(b) where the Employer has not conveyed a decision to the grievor within the time prescribed in Article 16.15 within twenty-one (21) calendar days after the day the decision was due.

#### Termination of Employment

16.17 No employee shall have his employment terminated without first being given notice in writing together with the reasons thereof. When the Employer terminates the employment of an employee the grievance procedures shall apply except that the grievance may be presented at the Final Level within thirty (30) calendar days after the employee receives his notice of termination.

## Arbitration

- 16.18 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 Final Level, of his desire to submit the difference or allegation to arbitration.
- 16.19 (a) The parties agree that arbitration referred to in Article 16.18 shall be by a single arbitrator.
- (b) The parties will attempt to come to an agreement on the selection of an Arbitrator within thirty (30) calendar days of the date on which notification by either party to submit the difference to arbitration was made, or such further period as may be mutually agreed upon by the parties.
- (c) In the event that the Employer and the Union are unable to agree upon the selection of the Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.
- 16.20 (a) The Arbitrator has all of the powers granted to arbitrators under the *Canada Labour Code*, Part I in addition to any powers, which are contained in this Agreement.
- (b) The arbitrator shall hear and determine the difference or allegation and shall issue a decision and that decision is final and binding upon the parties and upon any employee affected by it.
- (c) The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute.
- 16.21 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.
- 16.22 The Employer 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.
- 16.23 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 the 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 the judgement or an order of that court and may be enforceable as such.

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

## **Article 17**

### **Designated Paid Holidays**

- 17.01 The following days are Designated Paid Holidays for Employees:
- (a) New Year's Day;
  - (b) Good Friday;
  - (c) Easter Monday;
  - (d) The day fixed by proclamation of the Governor in Council for the celebration of the Birthday of the Sovereign;
  - (e) Canada Day;
  - (f) Nunavut Day;
  - (g) The first Monday in August;
  - (h) Labour Day;
  - (i) Thanksgiving Day;
  - (j) Remembrance Day;
  - (k) Christmas Day;
  - (l) Boxing Day;
  - (m) One or more additional days when proclaimed by the Mayor of the Hamlet of Cambridge Bay ;
  - (n) One-half day prior to Christmas.

17.02 Article 17.01 does not apply to an Employee who is not on approved paid leave from the Employer and does not report to work in accordance with his scheduled hours of work on the working day immediately preceding the Designated Paid Holiday, on the Designated Paid Holiday or on the working day following the Designated Paid Holiday.

Holiday Falling on a Day of Rest

17.03 When a Designated Paid Holiday coincides with an employee's day of rest, the Designated Paid Holiday shall be moved to the employee's first working day following his day of rest.

17.04 When a Designated Paid Holiday for an employee is moved to another day under the provisions of Article 17.03:

(a) Work performed by an employee on the day from which the Designated Paid 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 Designated Paid Holiday was moved, shall be considered as work performed on a Designated Paid Holiday.

17.05 Where a Designated Paid Holiday for an employee falls within a period of leave with pay, **the** Designated Paid Holiday shall not count as a day of leave.

17.06 An employee shall be paid one and one-half (1½) times his regular rate for work on a Designated Paid Holiday in addition to his Designated Paid Holiday pay.

17.07 An employee shall not be required to work Christmas Day of one (1) year and New Year's Day in the following calendar year, except where the requirements of the Employer are such that the duties of the employee's position must be carried out and another qualified employee is not available to fill the position.

**Article 18**  
**Leave – General**

18.01 When an employee is in receipt of an allowance and is granted leave with pay, he is entitled during his period of leave to receive the allowance. When an employee is on leave of absence without pay, the employee shall not receive any allowances during the period of leave without pay.

18.02 On or before May 31<sup>st</sup> in each year the Employer shall inform each employee in writing of the balance of his sick, special and vacation leave credits as at the end of the fiscal year.

- 18.03 When the employment of an employee who has been granted more vacation, sick or special leave with pay than he has earned is terminated, the employee shall be considered to have earned that amount of leave with pay granted to him provided that:
- (a) his employment is terminated by his death; or
  - (b) his employment is terminated by layoff.
- 18.04 When the Employer rejects an employee's application for leave the reasons for the rejection shall be provided to the employee in writing forthwith.
- 18.05 An employee's request for any leave will be responded to by the Employer within a reasonable period of time.

## **Article 19**

### **Vacation Leave**

- 19.01 (a) For each month of a fiscal year in which a full time employee receives ten (10) days pay he shall earn Vacation leave at the following rates:
- (i) One and one-quarter (1-1/4) days each month (equals 15 working days per year) until the month in which the anniversary of the second (2nd) year of continuous service is completed;
  - (ii) One and two-thirds (1-2/3) days each month (equals 20 working days per year) commencing in the month after completion of two (2) years of continuous service;
  - (iii) Two and one-twelfth (2-1/12) days each month (equals 25 working days per year) commencing in the month after completion of ten (10) years of continuous service;
  - (iv) Two and one-half (2-1/2) days each month (equals 30 working days per year) commencing in the month after completion of fifteen (15) years of continuous service.
- (b) Part-time employees shall earn vacation pay based on *six* (6) percent, eight (8) percent, ten (10) percent or twelve (12) percent of the employee's wages for straight-time hours worked in the previous year, according to an employee's service.
- (c) Term employees shall earn vacation pay based on *six* percent (6%) of the employee's wages for straight-time hours worked.
- 19.02 An employee with at least one (1) year of continuous employment may be advanced each April 1<sup>st</sup> his/her annual vacation leave credits for that fiscal year.

19.03 Employees shall request vacation leave a reasonable time in advance of the date requested.

Vacations shall be scheduled based on the operating needs of the Employer and will to the extent practical within these operating needs, recognize the preferences of employees.

An Employee shall not be entitled to request vacation leave during the first *six* (6) months of employment.

19.04 In the event of termination of employment, an employee shall receive any accrued vacation pay to which he may be entitled.

19.05 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 21; or
- (b) is granted special leave with pay because of illness in the immediate family as defined in Article 21; 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 for use at a later date.

19.06 Vacation leave credits, up to the maximum of the previous year's entitlement for an employee, may be carried forward from one fiscal year to the next. All amounts of vacation leave in excess of one (1) year's entitlement shall be paid to the Employee in cash not later than March 31<sup>st</sup> of a fiscal year at the employee's current rate of pay.

#### Vacation Travel Assistance

19.07 (a) An employee who has completed nine (9) months of service is entitled to Vacation Travel Assistance once each fiscal year for himself/herself and for his/her dependents.

(b) An employee who claims his/her Vacation Travel Assistance after nine (9) months of employment shall receive 75% of the value of the Vacation Travel Assistance. The remaining 25% of the value of the Vacation Travel Assistance shall be paid after twelve (12) months of employment.

An employee who claims his/her Vacation Travel Assistance after ten (10) months of employment shall receive 83% of the value of the Vacation Travel Assistance. The remaining 17% of the value of the Vacation Travel Assistance shall be paid after twelve (12) months of employment.

An employee who claims his/her Vacation Travel Assistance after eleven (11) months of employment shall receive 92% of the value of the Vacation Travel Assistance. The remaining 8% of the value of the Vacation Travel Assistance shall be paid after twelve (12) months of employment.

This clause shall only apply to employees during their first twelve (12) months of employment.

- 19.08 The maximum Vacation Travel Assistance provided to employees and their dependents, if any, shall be \$7250 effective April 1, 2011. Vacation Travel Assistance for an employee and his/her dependents shall be paid at the following rates:

Employee	60% of \$7250	\$ 4350
Spouse	30% of \$7250	\$ 2175
First Child	10% of \$7250	\$ 725

Effective April 1, 2012 the maximum shall increase to \$7400 and the corresponding employee / dependent rates shall be:

Employee	70% of \$7400	\$ 5180
Spouse	30% of \$7400	\$ 2220

Effective April 1, 2013 the maximum shall increase to \$7550 and the corresponding employee / dependent rates shall be:

Employee	100% of \$7550	\$ 7550
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- 19.09 The Employer shall provide an employee with the option of having source deductions for income **tax** on Vacation Travel Assistance waived providing the employee completes a form stating that the Vacation Travel Assistance will be used entirely for vacation travel in the same calendar year.

- 19.10 An employee applying for Vacation Travel Assistance must provide proof that at least two (2) days of annual leave have been approved. The Employer will pay the Vacation Travel Assistance within fourteen (14) days of receiving an application for Vacation Travel Assistance.

- 19.11 Part-time employees shall receive Vacation Travel Assistance on a pro rata basis (e.g. ½ time equals ½ Vacation Travel Assistance).

#### Travel Time

- 19.12 An Employee who proceeds on vacation shall be paid one (1) day travel time each way once per fiscal year.

## **Article 20**

### **Sick Leave**

- 20.01 An employee shall earn sick leave credits up to a maximum of eighty-five (85) days at the rate of one and one-quarter (1%) days for each calendar month for which he receives pay for at least ten (10) days. As credits are used, they may continue to be earned up to the maximum.
- 20.02 Subject to (a) and (b) below, and to the remainder of this Article, all absences on account of illness on a normal working day (exclusive of designated holidays) shall be charged against an employee's accumulated sick leave credits.
- (a) There shall be no charge against an employee's sick leave credits when his absence on account of illness is less than one-half day and the employee has been on duty for at least ~~two~~ hours;
  - (b) Where the period of absence on account of illness is at least one-half day but less than a full day, one-half day only shall be charged as sick leave.
- 20.03 Unless otherwise informed by the Employer an employee must sign a statement describing the nature of his illness or injury and stating that because of this illness or injury he was unable to perform his duties:
- (a) if the period of leave requested does not exceed three (3) working days; and
  - (b) if in the current fiscal year, the employee has not been granted sick leave on more than nine (9) occasions wholly on the basis of statements signed by him.
- 20.04 An employee is required to produce a certificate from a qualified medical practitioner, certifying that the employee is unable to carry out his duties due to illness:
- (a) For sick leave more than three (3) working days;
  - (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted sick leave on nine (9) occasions wholly based on statements signed by him. The Employer agrees to give an employee advance notification that a medical certificate will be needed.
- 20.05 Employees shall access Weekly Indemnity (Short Term Disability) provisions under Article 41 as soon as they become eligible. Employees shall not be entitled to sick leave once they become eligible for Weekly Indemnity.

### Travel Time

- 20.06 Every employee who is proceeding to a medical centre outside the community may, with the approval of the Employer, be granted leave of absence with pay which is not to be charged against his sick leave credits for the lesser of **two (2)** days or the actual **time** taken to travel from his post to a point of departure and return.

### Payout of Sick Leave Credits

- 20.07 Upon his termination of employment, an employee shall receive a payout in cash for the total of his accumulated sick leave credits at the rate of thirty percent (30%) of his daily rate of pay.
- 20.08 Employees who suffer a workplace injury during the course of their employment are required to report the workplace injury to the Employer as soon as it occurs.

## **Article 21** **Special Leave**

- 21.01 An employee shall earn special leave credits up to a maximum of thirty (30) days at the rate of one-half (1/2) day for each calendar month in which he received pay for at least ten (10) days. As credits are used, they may continue to be earned up to the maximum.
- 21.02 For the purposes of this Article, immediate family is defined as an employee's father, mother, brother, sister, spouse, common-law spouse, child, grandparent, grandchild, father-in-law and mother-in-law.
- (a) The Employer shall grant special leave earned with pay for a period of five (5) consecutive working days:
- (i) when there is a death in the employee's immediate family;
  - (ii) when an employee is to be married,
  - (iii) when an employee is to be divorced, which may be taken on separate days at the employee's request.
- (b) The Employer shall grant an employee special leave with pay for a period of up to one (1) working day:
- (i) 1) where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for his dependants or for the sick person;
  - 2) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill and the employee is required to attend to provide assistance.

- (ii) where special circumstances not directly attributable to the employee prevent his reporting to duty, including:
  - 1) serious household or domestic emergencies.
  - 2) a general transportation tie-up outside the community caused by weather, if the employee makes every reasonable effort to report for duty;
  - 3) serious community emergencies, where the employee is required to render assistance;
- (iii) in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, cousin, and any relative permanently residing in the employee's household or with whom the employee permanently resides.

21.03 Special leave in excess of the working days specified in Article 21.02 for the purposes enumerated in Article 21.02 may only be granted with the Employer's approval.

21.04 An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the birth of his child. An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the adoption of a child. This leave may be divided into ~~two~~ parts and taken on separate days. Under special circumstances the Employer may extend this period to a maximum of three (3) working days.

#### Discretionary Leave

21.05 Subject to operational requirements, every permanent employee shall be entitled to take ~~two~~ (2) days of special leave each fiscal year at his discretion. One day written notice must be given to the Employer.

#### Casual Leave

21.06 Employees shall be granted casual leave with pay for the following purposes:

##### Medical, Dental, Legal and School Appointments

- (a) Whenever it is necessary for an employee to attend medical, dental, legal or school appointments during regularly scheduled hours of work for the length of the appointment.

##### Other Casual Leave

- (b) The Employer may grant an employee casual leave for other purposes of a special or unusual nature, or to attend the funeral of a co-worker.



Quarantine

- 21.07 Employees shall be granted special leave with pay for time lost through quarantine when the employee provides the Employer with a medical certificate to that effect.

Advance Of Credits

- 21.08 Where an employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of five (5) days, may, at the discretion of the Employer be granted, subject to the deduction of such advance leave from any special leave credits subsequently earned.
- 21.09 The provisions of this Article do not apply to an employee who is on leave of absence without pay, or under suspension, or laid-off.

**Article 22**  
**Compassionate Care Leave**

- 22.01 The Employer and the Union recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.
- 22.02 For the purposes of this Article, the definition of family member means the employee's:
- (a) spouse, including common-law spouse;
  - (b) child or a child of the employee's spouse;
  - (c) parent or spouse of the parent; and
  - (d) any other person defined as a family member in accordance with Section 23.1(1), *Employment Insurance Act*.
- 22.03 An employee shall be granted up to eight (8) weeks of compassionate care leave without pay to provide care and support to a gravely ill family member if the Employer is provided with a certificate from a qualified medical practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
- (a) the day the certificate is issued; or
  - (b) if the leave was commenced before the certificate was issued, the day the leave was commenced.

The period of compassionate care leave shall end in the earlier of the twenty-sixth (26<sup>th</sup>) week after the leave begins or the week the family member dies.

A certificate from a medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.

Compassionate care leave may be taken in separate periods but each period must be of not less than one week's duration.

- 22.04 An employee who intends to request compassionate care leave shall make every effort to provide reasonable notice to the Employer.
- 22.05 Leave granted under this Article shall be counted for the calculation of continuous employment.
- 22.06 If an employee elects to maintain coverage for group benefits, the Employer will pay both portions of these premiums. The Employer will recover monies paid on behalf of the employee for the employee's share of premiums when the employee returns to work or terminates his/her employment. On termination the Employer may deduct any monies owing to the Employer under this clause.
- 22.07 Compassionate care leave for two or more employees for the same family member shall not exceed eight (8) weeks in total.

## **Article 23** **Other Leave**

### Court Leave

- 23.01 An employee, other than an employee on leave of absence without pay or under suspension, will be granted leave with pay:
- (a) to serve on a jury and the jury selection process; or
  - (b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses.

### Pregnancy and Parental Leave

- 23.02 An employee shall be granted Pregnancy Leave without pay for a period not exceeding thirty-seven (37) weeks. Pregnancy Leave may begin before, on or after the expected date of termination of pregnancy ending no later than thirty-seven (37) weeks after the date of the termination of pregnancy. If the natural mother is also taking Parental Leave without pay, in addition to Pregnancy Leave, the combined leave shall not exceed fifty-two (52) weeks.
- 23.03 The employee shall notify the Employer in writing at least four (4) weeks prior to the date of termination of pregnancy that she wishes to take leave, except in extenuating circumstances such as pregnancy complications or premature birth, and shall provide to the Employer a medical certificate certifying pregnancy.

- 23.04 Where a pregnant employee produces a statement from her physician that her working conditions may be detrimental to her health or that of her foetus, the Employer shall either change such working conditions or temporarily transfer the employee to another position with equal pay or allow the employee to take leave of absence without pay for the duration of her pregnancy.
- 23.05 An employee is entitled to Parental Leave without pay to a maximum of thirty-seven (37) weeks, if the employee:
- (a) has been employed by the Employer for *six* (6) continuous months;
  - (b) will remain at home to care for a newborn or newly adopted child; and
  - (c) makes a Statutory Declaration that the child is a bona fide dependant of the employee and resides with the employee.
- 23.06 The employee shall notify the Employer, in writing, at least four (**4**) weeks prior to the commencement of the Parental Leave, except in extenuating circumstances such as the sudden coming into care of an adopted child. The employee shall also provide to the Employer a copy of the birth certificate, adoption certificate or custody papers.
- 23.07 Leave granted under this Article shall be counted for the calculation of continuous employment for the purpose of calculating severance pay.
- 23.08 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.
- 23.09 An employee may be entitled, at the discretion of the Employer, to leave with pay for community service activities (e.g. Search and Rescue).

## **Article 24**

### **Hours of Work and Overtime**

- 24.01 Regularly scheduled hours of work for employees shall be as follows:
- (a) Finance, Lands and Economic Development: 37.5 hours per week regularly scheduled as 8:30 a.m. to noon and 1:00 p.m. to 5:00 p.m. Monday to Friday;
  - (b) Wellness and Council: 37.5 hours per week 7.5 hours per day scheduled between 8:00 a.m. and 10:00 p.m.;
  - (c) Protective Services: 80 hours biweekly, with employees arranging their own schedules and approved by their supervisor provided any required work permits are obtained;

- (d) Public Works, Environment and Assistant Manager, Municipal Services: 40 hours per week regularly scheduled as 8:00 a.m. to noon and 1:00 p.m. to 5:00 p.m. Monday to Friday;
- (e) Recreation: 40 hours per week, 8 hours per day scheduled between 8:00 a.m. and 10:00 p.m.;
- (f) CARS/Upper Air: 80 hours biweekly, with a maximum of 12 hours per day scheduled in a 24-hour shift work schedule.

Shift Work for Municipal Services

24.02 Regularly scheduled hours of work for Municipal Services employees (except Assistant Manager, Municipal Services) shall be 80 hours biweekly, 8 consecutive hours per day, scheduled as 8:00 a.m. to 5:00 p.m., and subject to the following provisions:

- (a) The Employer and the Union will agree before establishing new or revised shift days for the Municipal Services department. Such agreement will not be unreasonably withheld. The Employer shall give employees at least fourteen (14) days notice of any change.
- (b) The number of consecutive shift days of work shall be no more than seven (7) days.
- (c) The number of consecutive days of rest between shift days of work shall be no less than two (2) days.
- (d) The Employer shall post a schedule no less than fourteen (14) calendar days in advance to run for at least two (2) biweekly pay periods.
- (e) The Employer shall make every reasonable effort to:
  - (i) give employees every second Saturday and Sunday off, ensuring a minimum of forty-eight (48) consecutive hours off duty; and
  - (ii) schedule at least two (2) consecutive days off.
- (f) An employee shall be granted alternate weekends off as often as reasonably possible with each employee receiving a minimum of every third weekend off. Overtime rates of pay shall apply to weekend hours worked by an employee on the third consecutive weekend and subsequent consecutive weekends worked thereafter.
- (g) Provided sufficient advance notice is given, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

### Overtime

- 24.03 Overtime work shall be compensated as follows:
- (a) At time and one-half (1%) for all hours except as provided in Article 24.03(b);
  - (b) At double time (2x) for all hours of overtime after the first four (4) consecutive hours of overtime and for all hours worked on the second or subsequent day of rest or designated paid holiday;
  - (c) An employee shall be paid one and one-half (1%) times his regular rate for work on a Designated Paid Holiday in addition to his Designated Paid Holiday pay.
- 24.04 Prior approval, within reason, of overtime must be granted by the Employer, before overtime under Article 24.03(a) or (b) shall be paid.
- 24.05 The Employer shall allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform such work.

### Rest Periods

- 24.06 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about midway through the first half of their shift and shall be entitled to a rest period with pay of fifteen (15) minutes duration commencing on or about midway through the second half of their shift. The time of commencement of such rest periods shall be determined by the Employer.
- 24.07 A specified meal period of one hour's duration shall be scheduled as close to the mid-point of the shift as possible. The Employer will make every effort to arrange meal periods at times convenient to the employees.

### Courses And Workshops

- 24.08 Employees are to be paid for time spent at work related courses when these courses and workshops are scheduled during an Employees regular hours of work. Overtime for time spent outside of an employee's normal hours of work, including weekends, shall occur when the Employer deems the course or workshop as a job requirement.

## **Article 25**

### **Pay**

- 25.01 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 the Schedule A.

- 25.02 Subject to a satisfactory performance appraisal by the immediate supervisor, an employee holding a position for which there is a minimum and maximum rate of pay shall be granted annual increases in pay at the rates specified until he/she reaches the maximum for the position. Where an annual increase and a negotiated increase are effective on the same date, the annual increase shall be applied first and the resulting rate shall be revised in accordance with the negotiated increase.

#### Pay Day

- 25.03 Employees shall be paid on a biweekly basis every second Friday by direct deposit at the bank of the employee's choice. The employee shall be provided with a statement of his/her earnings.
- 25.04 Employees who have earned overtime compensation, or any other extra allowances in addition to their regular pay, should receive such remuneration in the pay period in which it was earned, but in any event shall receive such remuneration on the following pay day.
- 25.05 Where paycheques, pay stubs, T4 information slips, and any other employee-specific pay and benefit items are distributed to employees at their place of work, they shall first have been placed in sealed envelopes. Pay stubs shall show the employee's name, the pay period being paid, the particulars of wages, allowances and benefits paid, the deductions taken from the pay, and the employee's net pay.

#### Salary Increases

- 25.06 (a) The Employer agrees to pay the negotiated salary increases to every employee not later than **thirty** (30) calendar days following the date that this Agreement is signed and on the first pay day after any subsequent salary increases become effective.
- (b) The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than sixty (60) days following the date that this Agreement is signed.

#### Pay Recovery

- 25.07 (a) Where an employee, through no fault of his own, has been over-paid, the Employer will, before recovery action is implemented, advise the employee in writing of the amount overpaid and the intentions of the Employer to recover the overpayment. Prior to said recovery the Employer shall discuss the recovery schedule with the employee.
- (b) If more than **two** (2) years have passed since the overpayment there shall be no recovery of the overpayment.

### Acting Pay

- 25.08 When an employee is directed by the Employer, in writing, to perform the duties of a higher classification level on an acting basis, he shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts. The employee shall be paid at the level of the higher classification which is closest to, but not less than, the employee's regular rate of pay, to the maximum of the higher classification.

When an employee is directed by the Employer, in writing, to perform the duties of a position not included in this Agreement on an acting basis, he shall be paid acting pay calculated from the date on which he commenced to act for the period in which he acts. The employee shall be paid in addition to the employee's regular rate of pay an additional 10% of the employee's regular rate of pay.

### Reporting Pay

- 25.09 If an employee reports to work on his regular work day and there is insufficient or no work available, he is entitled to four (4) hours' pay at the straight time rate.
- 25.10 If an employee is directed to report for work on a Designated Paid Holiday or a day of rest and he reports, he is entitled to receive the greater of:

- (a) Overtime for all hours worked; or
- (b) Compensation for four (4) hours' pay at the appropriate overtime rate.

### Call-Back Pay

- 25.11 When an employee is recalled to work after he has completed his regular day of work he shall be paid the greater of:

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

### Standby

- 25.12 When the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of twenty-two dollars and fifty cents (\$22.50) for each twelve (12) consecutive hours or portion thereof that he/she is on standby, except on Saturdays, Sundays and Designated Paid Holidays.

For any period of standby on a Saturday, Sunday or a designated paid holiday, he/she shall be paid twenty-seven dollars and fifty cents (\$27.50) for each twelve (12) hours or portion thereof that he is required to be on standby status.

- 25.13 An employee designated by letter or by list for standby duty shall be available to return for duty as quickly as possible if called during his period of standby. A mobile radio-telephone system will be made available for those employees on standby. In designating an employee 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 their regular duties to perform that work.
- 25.14 No standby payment shall be granted if an employee is unable to report for duty when required.
- 25.15 An employee on Standby who is required to report for work shall be paid, besides the standby pay, the appropriate overtime rate for all hours worked, subject to a minimum payment of four (4) hours' pay at the straight time rate each time he reports, except that this minimum shall only apply once during each standby period of eight (8) consecutive hours or portion thereof.
- 25.16 Except for an emergency, standby schedules shall be posted fourteen (14) days before the standby schedule.

## **Article 26** **Classification**

- 26.01 If a new or revised classification is established which is not covered by the schedule of wages then in effect, the rate of such new or revised classification shall be opened for negotiation between the Employer and the Union within thirty (30) days. The Employer may place into effect a temporary rate of pay pending negotiations of the rate to be established, and once the rate is established, it shall be made retroactive.
- 26.02 In the event the Union and the Employer are unable to agree on the appropriate rate for the new or revised classification, the dispute shall be referred to arbitration within thirty (30) days to determine what classification and rate is appropriate to the work to be performed. Failure to agree or the reference to arbitration shall not preclude or delay the Employer from implementing the new classification.

## **Article 27** **Staffing**

- 27.01 For every vacancy for full-time or part-time positions within the Bargaining Unit expected to be of at least *six* (6) months duration and every newly created full-time or part-time position ~~within~~ the Bargaining Unit, there shall be a job competition. Vacancies for such positions shall be posted for five (5) working days on all Union bulletin boards. An employee who wishes to apply for a vacancy shall do so on or before the advertised closing date.
- 27.02 Present employees shall be given preference in the filling of vacancies.



- 27.03 Applicants for vacancies shall have their skills, knowledge and experience considered objectively by the Employer. Where applicants are considered reasonably equal in these respects, seniority shall govern.
- 27.04 The Employer will make every effort to fill job vacancies within fifteen (15) days of the competition closing date.
- 27.05 No employee shall be transferred to a position outside the Bargaining Unit without his consent. If an employee is transferred to a position outside the Bargaining Unit, he shall retain his seniority accumulated up to the date of such transfer, but will not accumulate further seniority. Such employee shall have the right to return to his former position in the Bargaining Unit within five (5) working days.
- 27.06 No employee shall be transferred to another position within the Bargaining Unit without his consent. If an employee is transferred to another position, he shall have the right to return to his former position within five (5) working days, and any other employee affected by the transfer shall be returned to his former position and rate of pay.
- 27.07 Nothing in this Article requires the Employer to fill any vacancies.

## **Article 28**

### **Employee Performance Review and Employee Files**

#### Employee Performance Review

- 28.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss it with the Employer. 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 to correct any factual inaccuracies in his performance appraisal.

#### Employee Files

- 28.02 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware of, by the provision of a copy thereof at the time of filing.
- 28.03 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 one (1) year have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 28.04 Upon written request of an employee, the personnel file of that employee shall be made available for his and/or his Union Representative for examination at reasonable times in the presence of an authorized representative of the Employer.

**Article 29**  
**Professional Development Leave**

- 29.01 Professional development refers to a short term activity (generally not to exceed *six* (6) weeks) which in the opinion of the Employer is likely to be of assistance to an employee in furthering his/her professional or career development and to the Employer in achieving its goals. Professional development may be required by the Employer, or may be requested by the employee.
- 29.02 Upon written application by the employee, and with the approval of the Employer, professional development leave with pay may be given.
- 29.03 Where the employee has requested the professional development, the employee shall receive no compensation for overtime under Article 24 – Hours of Work and Overtime during time spent on professional development leave under this Article.
- 29.04 Where the Employer requires the employee to attend professional development, the employee shall receive overtime in accordance with Article 24.08.
- 29.05 Where the employee has requested the professional development, the employee shall be reimbursed for the cost of the professional development upon successful completion of the professional development.
- 29.06 Where the Employer requires the employee to attend professional development, the Employer shall pay the cost of the professional development.
- 29.07 Where the employee has requested the professional development, an employee shall, if required, give a written undertaking prior to the commencement of the professional development leave to return to the service of the Employer for a period of not less than one year.
- 29.08 Employees on professional development leave shall be entitled to the provisions of Article 36 – Duty Travel.

**Article 30**  
**Education Leave**

- 30.01 The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which may be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

- 30.02 As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.
- 30.03 At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to one hundred per cent (100%) of the employee's regular rate of pay. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship
- 30.04 Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave without pay. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

## **Article 31** **Seniority**

- 31.01 Seniority is defined as the total length of service acquired by an employee from his date of employment.
- 31.02 Seniority accumulates when an employee is absent from work
- (a) resulting from an occupational injury or illness covered by the Workers' Safety and Compensation Commission for a period of not more than twelve (12) months;
  - (b) during a continuous absence from work of not more than twelve (12) months resulting from an **injury** or illness not covered by the Workers' Safety and Compensation Commission;
  - (c) during any leave of absence, provided that if the leave of absence is for a period of time greater than thirty (30) days, the seniority will cease to accrue after thirty (30) days;
  - (d) during leave of absence for Union business;
  - (e) during a leave of absence of up to one (1) year for one employee elected or appointed as a full-time Representative of the Union.
- 31.03 Seniority shall be lost when an employee:
- (a) voluntarily quits his employment with the Employer;
  - (b) is discharged for cause;

- (c) fails to report to work within ten (10) working days after receiving notice of recall;
  - (d) has been laid-off for a period of twelve (12) months or longer.
- 31.04 An employee shall be considered to be on probation until he has worked *six* (6) months following the date of hire. If such employee continues in the employ of the Employer after the expiration of the probationary period, his length of service shall be computed from his date of hire. Probationary employees shall not exercise any seniority rights and shall not be entitled to request vacation leave during their initial probationary period.

## **Article 32**

### **Layoff and Job Security**

- 32.01 There shall be no lay-off of any employee during the life of this Agreement except for lay-off resulting from lack of funding or lack of work.
- 32.02 In the event of lay-off, employees shall be laid off in reverse order of their seniority within their classification.
- 32.03 The Employer shall give employees who are to be laid-off one (1) month prior notice in writing of the effective date of lay-off, or award pay in lieu thereof.
- 32.04 Employees shall have bumping rights in accordance with their seniority subject to their ability and qualifications to perform such jobs within their department. For the purposes of this Article, the Employer has the following departments:
- (a) Recreation, Lands, Economic Development, Finance, Council;
  - (b) CARS/Upper Air;
  - (c) Environment, Municipal Services;
  - (d) Wellness;
  - (e) Protective Services;
  - (f) Public Works;
  - (g) Labourer/Janitor.
- 32.05 Employees shall be recalled within their department in the order of their seniority, where jobs become available, provided they have the ability and qualifications to perform such jobs. The Employer shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Employer advised at all times of his current address. The employee shall return to work within ten (10) working days from the time that he receives notice of recall unless, on reasonable grounds, he is unable to do so.

- 32.06 No new employees shall be hired within a department until those laid off from the same department have been given the opportunity of recall.
- 32.07 With reference to re-appointment of an Employee after a lay-off, his employment in the position held by him at the time he was laid off and his employment in the position to which he is appointed shall constitute continuous employment provided such re-appointment is within a period of twelve (12) months.
- 32.08 Where an Employee ceases to be employed for reasons other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of twelve (12) months those benefits which he has earned as a result of his past service with the Employer shall be reinstated. However, he shall not accumulate such benefits during the period he was not employed by the Employer.

Cooling Off Period – Three (3) Working Days

- 32.09 An employee who wilfully terminates his employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he does so within three (3) working days.
- 32.10 Should the Employer refuse to allow the employee to return to work, the termination shall be considered as a discharge effective the date that the employee sought to return to work and may be grieved as a discharge.
- 32.11 An employee may make use of the cooling off provision once per calendar year.

**Article 33**  
**Discharge and Discipline**

- 33.01 No employee shall be subject to discharge or discipline except for just cause.

Progressive Discipline

- 33.02 The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Therefore, except in cases of gross misconduct, discipline or discharge for just cause should be preceded by a documented record of counselling, warnings (oral or written) and/or suspensions.
- 33.03 Discipline shall be applied uniformly and shall be appropriate to their cause.
- 33.04 Where an employee is to be disciplined, the Employer shall notify the employee at a meeting. Prior to the meeting, the Employer will notify the employee of his right to have a Representative of the Union in attendance. The reasons for the discipline shall be provided to the employee in sufficient detail that the employee may defend himself against it.
- 33.05 When circumstances are such that the Union Representative was not available or the employee did not request the attendance of a Union Representative, the Employer shall notify the appropriate Union Representative when discipline occurs.

## **Article 34**

### **Health and Safety, Labour / Management Committee**

#### Safety Act and Regulations

- 34.01 The Employer shall make available to all employees a current copy the *Safety Act* and Regulations, and any Employer policies pertaining to safety and health.

#### Right to Refuse Dangerous Work

- 34.02 An employee shall have the right to refuse to work in dangerous situations.
- (a) An employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are dangerous to his health or safety, or the health or safety of any other person at the place of employment, until sufficient steps have been taken to satisfy him otherwise, or until a safety officer appointed under the *Safety Act* or his designated representative has investigated the matter and advised him otherwise.
  - (b) No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him in Article 34.02(a). No other employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

#### First Aid

- 34.03 The Employer will offer Safety First Aid courses to a reasonable number of employees in order to meet the minimum requirements under the *Safety Act*, including refresher courses required to maintain a valid certificate, at the Employer's expense. Employees taking first aid training shall be granted leave with pay for the duration of the courses.
- 34.04 The Employer will provide and maintain in good condition first aid kits in appropriate locations in the workplace.

#### Transportation of Injured Workers

- 34.05 The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest medical practitioner or medical facility, and from there to his home or place of work depending on the decision of the attending medical practitioner, when such services are immediately required by an employee as a result of injury or serious ailment occurring in the workplace. If the employee receives compensation from any source for transportation costs arising under this provision, the Employer may recover that amount from the employee.

#### Protective Clothing and Equipment

- 34.06 The Employer shall provide and pay for all protective devices, clothing and other equipment necessary to properly protect employees from injury and unhealthy conditions. The Employer shall make provisions for the proper cleaning and maintenance of all safety equipment, devices and clothing at no cost to the employees.

#### Workplace Hazardous Materials Information Systems

- 34.07 The Employer shall identify in writing, in both English and Inuinnaqtun, new or presently used chemicals, substances or equipment present in the workplace including hazards, precautions and antidotes or procedures to be followed following exposure.
- 34.08 The Employer will offer Workplace Hazardous Material Information Systems (WHMIS) training at the Employer's expense to ensure that at least one employee holds a valid certificate. Employees taking WHMIS training shall be granted leave with pay for the duration of the course.

#### Labour Management Committee

- 34.09 (a) A Labour Management Committee shall be established. Said Committee shall be made up of two (2) management personnel and two (2) employee representatives selected by the employees. The role of the chairperson will alternate between the Employer and the Union. The Committee shall meet once every three (3) months or at the request of any of its members.
- (b) The duties of the Committee shall be:
- (i) to review health and safety concerns of the employees and/or the Employer;
  - (ii) to review work procedures, improved methods and other matters of mutual interest suggested by employees or being implemented by the Employer; and
  - (iii) to make recommendations to the Employer.

### **Article 35**

#### **Technological Change**

- 35.01 Both parties recognize the overall advantages of technological change. Therefore, both parties will encourage and promote technological change and improvements.
- 35.02 With this view, and recognizing the extensive lead time required for the selection, provision and installation of new equipment, software or materials, the Employer agrees to provide at least four (4) months notice to the Union of any major

technological change which would result in changes in the employment status or in this Agreement.

- 35.03 Where the Employer has notified the Union that it intends to introduce technological change, the parties undertake to meet within ninety (90) days for consultations in an effort to reach agreement on solutions and administrative procedures to deal with problems arising from the intended technological change.
- 35.04 The Employer shall make every reasonable effort to continue to employ employees who would otherwise become redundant because of technological change.
- 35.05 In cases where employees may require retraining the Employer will make every reasonable effort to offer suitable training courses at no expense to employees.

## **Article 36** **Duty Travel**

- 36.01 An employee who is authorized to travel on the Employer's business will be reimbursed for reasonable expenses incurred.

### **Entitlement**

- 36.02 The entitlements set out hereunder are subject to the limitations in this Article. Where the expenses for meals, lodging and other items cannot be kept within the entitlements laid down in this Article, the claimant must explain the circumstances of his claim and justify actual expenses by receipts.

### **Transportation**

- 36.03 The cost of transportation is authorized as follows:
- (a) economy ~~air~~ travel (employees may be entitled to travel executive class if proof is provided that economy air travel was not available on a required flight);
  - (b) privately-owned car: where the use of a privately-owned car is authorized an allowance of 58.0 cents per kilometre;
  - (c) first class rail with sleeping car, duplex roomette, or parlour car chair except that coach class should normally be used for short trips;
  - (d) rented or hired cars – where this is the most reasonable or economical means of travel. Employees renting vehicles are to ensure that the rental charge includes an item for cost of insurance coverage for damage to the vehicle and that there is insurance against all liability.



Accommodation

- 36.04 (a) Commercial Accommodation: employees may be reimbursed for actual costs of authorized accommodation. Where possible employees shall use hotels which provide government or corporate discounted rates. When making a reservation the employee must request the discounted rate, and where the stay is expected to exceed one week the employee must request any weekly or monthly rates offered if cost-effective. Receipts must be accompany commercial accommodation expenses.
- (b) Non-commercial Accommodation: where employees make private arrangements for overnight accommodation they may claim \$75.00 for each night.

Meals and Incidental Expenses

- 36.05 Expenses claimed under this heading are for the cost of meals consumed and for such incidental expenses as tips to miscellaneous service personnel, etc.

A duty travel per diem rate of \$127.25 will be paid. In the event an employee is in travel status for a part day only, the following amounts may be claimed

- |     |             |          |
|-----|-------------|----------|
| (a) | Breakfast   | \$ 20.70 |
| (b) | Lunch       | \$ 28.10 |
| (c) | Dinner      | \$ 61.15 |
| (d) | Incidentals | \$ 17.30 |

These rates will be adjusted as the Government of Nunavut rates are changed, typically April 1<sup>st</sup> and October 1<sup>st</sup> of each year.

Note: Where the actual cost of meals and services exceeds the maximum allowance, and where the reason for this excess can be justified and supported by receipts, and where the cost of meals is not included in the accommodate rate, the employee will be reimbursed for the actual expense incurred. Where receipts cannot be provided reimbursement will be made for the meal allowances outlined above.

Other Expenses

- 36.06 Employees may be reimbursed for:
- (a) telephone or Internet expenses for business purposes;
- (b) baggage – for storage and excess baggage charges where this is in the performance of duty and a satisfactory explanation is provided;

- (c) taxis – the use of taxis must be explained except where the purpose is self-evident. Taxis should not be authorized for repeated trips between the same place where convenient public transportation is available;
- (d) laundry – after two consecutive days on duty travel, a maximum of \$5.00 per day for each subsequent day supported by receipts in all cases;
- (e) where an employee is required to remain absent from his home over a weekend, and has been on continuous travel status for two or more days preceding the weekend, he shall be paid a communication allowance of \$5.00;

Childcare Expenses

- (f) Employees may be reimbursed a maximum of \$55.00 per day per child upon provision of receipts, if the employee, due to the requirement to travel on behalf of the Employer, incurs child care expenses which exceed those which would have normally been incurred;
- (g) any other expense that may be authorized by the Employer.

Limitations

36.07 No item of "other expenses" or transportation in excess of \$8.00, will be reimbursed unless it is supported by a receipt.

Procedures

- 36.08
- (a) The Employer shall authorize duty travel before the start of a trip.
  - (b) When requested by the employee, an advance sufficient to cover reasonable expenses shall be provided to the employee at least three (3) banking days prior to the commencement of a **trip**.
  - (c) Upon completion of a trip the employee shall, within ten (10) working days, submit to the Employer in writing, a list of expenses and attach corresponding receipts (if applicable), along with a personal cheque or money order to cover any amount by which the travel advance exceeded the total of the claim.
  - (d) Any amount by which the claim exceeds the advance shall be reimbursed to the employee within ten (10) working days following the submission of the claim.

## **Article 37**

### **Clothing Issue**

- 37.01 The Employer shall provide each employee requiring coveralls with two (2) pairs of summer coveralls and one (1) pair of winter coveralls. The coveralls shall be of high quality suitable for the Arctic. The specifications for the coveralls will be determined by the Labour/Management Committee. Upon presentation, worn or damaged coveralls will be replaced by the Employer at no cost to the employee. Coveralls supplied by the Employer shall be worn only while employees are on duty.

Employees who are provided with coveralls and who do not complete their probationary period shall return to the Employer the coveralls the Employee received. If the Employee does not do so on or before the employee's final day of employment, the cost of the coveralls shall be deducted from any amounts owing to the Employee by the Employer.

Employees who terminate their employment with the Employer, for any reason, within three (3) months of receiving coveralls shall return to the Employer the coveralls the Employee received. If the Employee does not do so on or before the employee's final day of employment, the cost of the coveralls shall be deducted from any amounts owing to the Employee by the Employer.

- 37.02 The Employer shall provide gloves of a type and quality as determined by the Employer to employees who require gloves in the performance of their work. Said gloves shall be provided on a replacement basis upon presentation of gloves which have been worn out. Gloves supplied for work shall be worn only in the performance of an employee's duties.

- 37.03 A maximum of two hundred and fifty dollars (\$250.00) per fiscal year will be provided to those employees who require safety foot wear, (namely those in the classifications of Foreman, Driver, Driver Helper, By-Law Officer, Facilities Maintainer, Recreation Facility Worker, Senior CARS/Upper Air Coordinator, CARS/Upper ~~Air~~ Operator, CARS Air Operator and Upper Air Operator) upon the presentation of a receipt (for the purchase of said foot wear).

All safety footwear must be CSA approved.

- 37.04 The Employer shall supply a locker and lock to each employee requiring a clothing issue. The employee shall store his coveralls and gloves in said lockers after he has completed his shift of work and these shall not be taken home or used for any other purpose than for which they have been provided.
- 37.05 The Employer shall provide suitable on-site laundry facilities and detergents, at no cost to employees, to enable employees to launder their clothing issue.

## **Article 38**

### **Civil Liability**

- 38.01** If an action or proceeding is brought against any employee for an alleged tort committed by him in the performance of his duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred, being commenced against him shall advise the Employer of any such notification or legal process, and shall provide the Employer with the documents he has received or been served with.
  - (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees provided that the damages or costs and legal fees awarded against the employee relate to the employee's performance of his duties as an employee of the Employer, and provided the conduct of the employee which gave rise to the action or proceeding did not constitute a gross disregard or neglect of his duty as an employee.
  - (c) The Employer shall pay 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 or proceeding did not constitute a gross disregard or neglect of his duty as an employee. The employee shall not enter into any settlement agreement without the express written authority of the Employer and if he does enter into any such settlement agreement without Employer authorization he agrees to waive any rights provided to him under this Article;
  - (d) Upon the employee notifying the Employer in accordance with paragraph (a) above the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and employee agrees to cooperate fully with appointed counsel.

## **Article 39**

### **Employee Assistance Program**

#### Purpose

- 39.01** To establish and outline the policy of the Employer in relation to employees whose alcohol and substance abuse is interfering with satisfactory work performance. Nothing in this policy replaces or negates the provisions of other policies on alcohol and substance abuse during working hours.
- 39.02** The rising incidence of alcohol and substance abuse is of growing concern among employers, employees and families. Social drinking, which has no job related problems, is irrelevant to the Employer. However, an employee whose alcohol and

substance abuse problems interferes with work performance, attendance or interpersonal work relationships may become a major concern to the Employer.

#### Policy

- 39.03** The Employer recognizes that alcohol and substance abuse are disorders which are preventable and amenable to treatment. The objective of this policy is to encourage employees to recognize early symptoms and patterns of alcohol and substance abuse and to provide assistance to the process of rehabilitation to the afflicted individual. The benefits and consideration that are extended to employees during an illness may be made available to those persons affected by alcohol and substance abuse for authorized absence to undergo assessment and approved treatment and hospitalization.
- 39.04** The decision to undertake treatment is the responsibility of the employee. The decision to seek treatment will not affect job security. In cases where employees refuse to recognize their problem and persist in substandard work performance or poor attendance, disciplinary action may be taken and may result in dismissal.

#### Responsibilities

- 39.05** Diagnosis and referral for treatment must be made by a duly qualified medical and/or addictions practitioner.
- 39.06** The decision to accept or reject available counselling and treatment benefits is the responsibility of the employee. The supervisor is responsible for identifying any situation involving unsatisfactory work performance or poor interpersonal work relationships.
- 39.07** The employee who has an identified alcohol and substance abuse problem must accept conditions related to the rehabilitation process.
- 39.08** The employee must accept the responsibility to take positive personal action, which may involve:
- (a) referral for assessment;
  - (b) cooperation fully in any prescribed treatment and rehabilitation program; and
  - (c) active rehabilitation, which may take up to one (1) year or possibly longer and may initially involve care at a rehabilitation centre.

#### Summary

- 39.09** To ensure that the Employee Assistance Program will be effective, management and staff must recognize and adhere to the following principles:
- (a) the Employer recognizes that alcohol and substance abuse are medical/psychological disorders that create social and personal problems;

- (b) a person who seeks advice or treatment regarding their alcohol and substance abuse problems will not be subject to penalties;
- (c) matters pertaining to an individual seeking advice or treatment will be strictly confidential.

## **Article 40**

### **Northern Allowance**

40.01 Northern Allowance shall be paid, on an hourly basis, to all employees in the following amount:

Effective October 1, 2010      \$14,958 per year;

Effective October 1, 2011      \$15,295 per year;

Effective October 1, 2012      \$15,677 per year;

40.02 Northern Allowance will be paid to employees at an hour-; rate calculate by dividing the annual amount of Northern Allowance by 2,080 hours for those employees normally required to work an eight (8) hour day or eighty (80) hours biweekly, and by dividing the Northern Allowance by 1,950 hours for those employees normally required to work a seven and one-half (7½) hour day. The appropriate hourly rate shall be applied to all straight-time hours worked by an employee in addition to his/her regular rate of pay.

## **Article 41**

### **Pension and Group Benefit Plans**

41.01 Employees who are eligible shall as a condition of employment participate in the benefits set out herein and covered by the Northern Employee Benefit Services (NEBS). The provisions of NEBS regarding the eligibility of employees, the benefit coverage provided for employees and the shared cost of contributions and premiums for such coverage shall govern.

41.02 Those benefits, which are included in the Northern Employee Benefit Services and covered by this Agreement are as follows:

- (a) Life Insurance,
- (b) Accidental Death, Disease and Dismemberment Insurance,
- (c) Dependent Life Insurance,
- (d) Long Term Disability Insurance,
- (e) Weekly Indemnity (Short Term Disability), 60% non-taxable, and
- (f) Pension Plan

- 41.03 The Northern Employee Benefits Services *Extended Health Care* and *Dental Insurance* plans are optional plans available to each individual eligible employee.
- 41.04 The Employer shall advise the pension plan and insurance plans administrator(s) 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 information as determined by these plans without delay.
- 41.05 The Employer shall remit all required contributions and premiums for the plans under this Article within the time periods specified by the plan administrator(s), and shall forward all claims under these plans in a timely manner.
- 41.06 The Employer shall distribute to all employees eligible for coverage under the plans in this Article all literature, statements and materials produced by NEBS and the insurers, which have been provided to the Employer and intended for distribution to the employees. New eligible employees shall be provided with plan booklets upon hire and shall be enrolled in a timely manner.

## **Article 42**

### **Social Justice Fund**

- 42.01 The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the Bargaining Unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC SocialJustice Fund.

## **Article 43**

### **Re-opener of Agreement and Mutual Discussions**

#### Re-opener Of Agreement

- 43.01 This Agreement may be amended by mutual consent of the Employer and the Union.

#### Mutual Discussions

- 43.02 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 44**

### **Duration and Renewal**

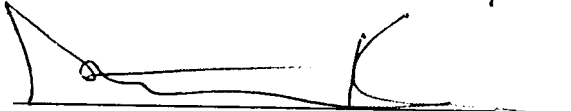
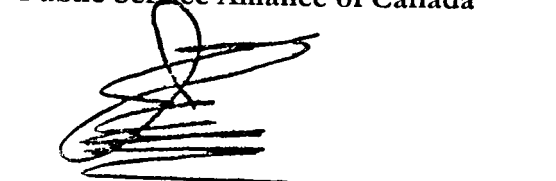
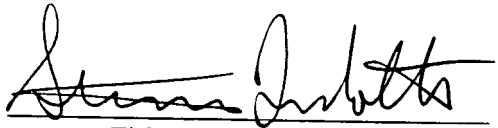
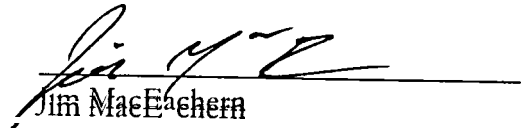

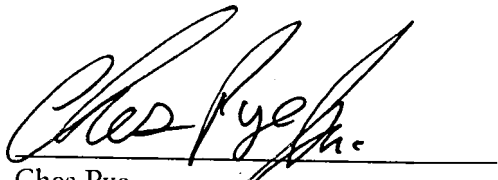
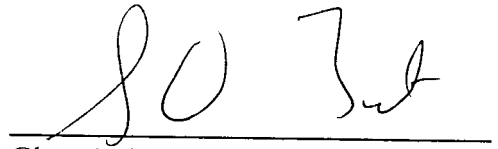
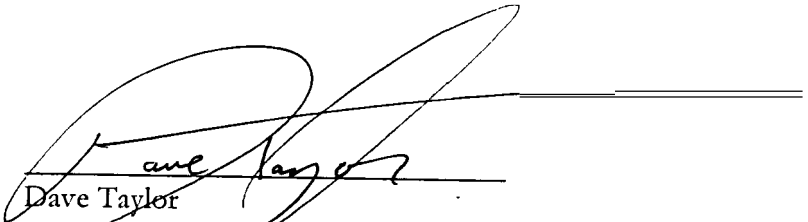

- 44.01 The term of this Agreement shall be from October 1, 2010 to September 30, 2013. The terms of this Agreement shall come into effect on date of ratification, except as otherwise provided.
- 44.02 Notwithstanding Article 44.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 16, 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.
- 44.03 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*.
- 44.04 Where notice to bargain collectively has been given under Article 44.03, 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 at Cambridge Bay, Nunavut this 25<sup>th</sup> day of January 2011.

**Hamlet of Cambridge Bay**

**Public Service Alliance of Canada**

  
\_\_\_\_\_  
Stephen King  
Senior Administrative Officer  
\_\_\_\_\_  
Jean-François Des Lauriers  
Regional Executive Vice-President – North  
\_\_\_\_\_  
Sterling Firlotte  
Human Resources Manager  
\_\_\_\_\_  
Jim MacEachern  
Committee Member  
\_\_\_\_\_  
Jay Hutton  
Director of Finance  
\_\_\_\_\_  
Ches Pye  
Committee Member  
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Glenn Tait  
Negotiator  
\_\_\_\_\_  
Dave Taylor  
Committee Member  
\_\_\_\_\_  
Stephen Bedingfield  
Negotiator

**Schedule A**  
**Hourly Rates of Pay**

Effective October 1, 2010

Increase 2.25%

<b>Job Title/Classification</b>	<b>STEP 1</b>	<b>STEP2</b>	<b>STEP3</b>	<b>STEP4</b>	<b>STEP5</b>	<b>STEP6</b>
<b><u>Recreation Department</u></b>						
Recreation Coordinator (Certified)	33.10	33.42	33.72	34.07	34.40	34.69
Recreation Coordinator (Uncertified)	29.03	29.46	29.99	30.28	30.81	31.29
Recreation Program Officer	25.60	25.84	26.09	26.32	26.57	26.83
<b><u>Lands Department</u></b>						
Planning and Lands Administrator	25.60	25.84	26.09	26.32	26.57	26.83
Lands Clerk	22.29	22.71	23.12	23.56	24.03	24.49
<b><u>CARS/Upper Air Department</u></b>						
Senior CARS/Upper Air Coordinator	29.03	29.46	29.99	30.28	30.81	31.29
CARS/Upper Air Officer	25.60	25.84	26.09	26.32	26.57	26.83
CARS Operator	22.29	22.71	23.12	23.56	24.03	24.49
Upper Air Operator	22.29	22.71	23.12	23.56	24.03	24.49
<b><u>Wellness Department</u></b>						
Community Wellness Support Worker	33.10	33.42	33.72	34.07	34.40	34.69
Wellness Program Officer	25.60	25.84	26.09	26.32	26.57	26.83
Wellness Program Assistant	22.29	22.71	23.12	23.56	24.03	24.49
<b><u>Economic Development Department</u></b>						
Economic Development Coordinator (Certified)	33.10	33.42	33.72	34.07	34.40	34.69
Economic Development Coordinator (Uncertified)	29.03	29.46	29.99	30.28	30.81	31.29
Economic Development Program Officer	25.60	25.84	26.09	26.32	26.57	26.83
<b><u>Protective Services Department</u></b>						
Community Constable	29.03	29.46	29.99	30.28	30.81	31.29
By-Law Officer	25.60	25.84	26.09	26.32	26.57	26.83
Assistant By-Law Officer	22.29	22.71	23.12	23.56	24.03	24.49

**Finance Department**

Senior Finance Officer	29.03	29.46	29.99	30.28	30.81	31.29
Finance Officer	25.60	25.84	26.09	26.32	26.57	26.83
Finance Clerk	22.29	22.71	23.12	23.56	24.03	24.49
Receptionist	19.12	19.47	19.83	20.21	20.57	20.97

**Council Department**

SAO Trainee	42.77	44.91	47.17	49.53	52.00	54.61
Council Officer	25.60	25.84	26.09	26.32	26.57	26.83
Council Clerk	22.29	22.71	23.12	23.56	24.03	24.49

**Public Works Department**

Assistant Manager Public Works	29.03	29.46	29.99	30.28	30.81	31.29
Journeyman Tradesperson	25.60	25.84	26.09	26.32	26.57	26.83
Non-Certified Tradesperson	22.29	22.71	23.12	23.56	24.03	24.49
Facility Operator (Certified)	22.29	22.71	23.12	23.56	24.03	24.49
Facility Operator (Uncertified)	19.12	19.47	19.83	20.21	20.57	20.97

**Municipal Services Division**

Assistant Manager Municipal Services	29.03	29.46	29.99	30.28	30.81	31.29
Lead Hand	25.60	25.84	26.09	26.32	26.57	26.83
Driver/Heavy Equipment Operator	22.29	22.71	23.12	23.56	24.03	24.49
Swamper	20.02	20.51	20.98	21.46	21.99	22.53

**Environment Department**

Driver	22.29	22.71	23.12	23.56	24.03	24.49
Swamper	20.02	20.51	20.98	21.46	21.99	22.53

**Other**

Labourer	18.00	18.50	19.05	19.59	20.15	20.77
Janitor	18.00	18.50	19.05	19.59	20.15	20.77
Trainee	15.89	16.34	16.84	17.34	17.84	18.39

## Schedule A Hourly Rates of Pay

Effective October █ 201 █

Increase 2.25%

Job Title/Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
<b><u>Recreation Department</u></b>						
Recreation Coordinator (Certified)	33.84	34.17	34.48	34.84	35.17	35.47
Recreation Coordinator (Uncertified)	29.68	30.12	30.66	30.96	31.50	31.99
Recreation Program Officer	26.18	26.42	26.68	26.91	27.17	27.43
<b><u>Lands Department</u></b>						
Planning and Lands Administrator	26.18	26.42	26.68	26.91	27.17	27.43
Lands Clerk	22.79	23.22	23.64	24.09	24.57	25.04
<b><u>CARS/Upper Air Department</u></b>						
Senior CARS/Upper Air Coordinator	29.68	30.12	30.66	30.96	31.50	31.99
CARS/Upper Air Officer	26.18	26.42	26.68	26.91	27.17	27.43
CARS Operator	22.79	23.22	23.64	24.09	24.57	25.04
Upper Air Operator	22.79	23.22	23.64	24.09	24.57	25.04
<b><u>Wellness Department</u></b>						
Community Wellness Support Worker	33.84	34.17	34.48	34.84	35.17	35.47
Wellness Program Officer	26.18	26.42	26.68	26.91	27.17	27.43
Wellness Program Assistant	22.79	23.22	23.64	24.09	24.57	25.04
<b><u>Economic Development Department</u></b>						
Economic Development Coordinator (Certified)	33.84	34.17	34.48	34.84	35.17	35.47
Economic Development Coordinator (Uncertified)	29.68	30.12	30.66	30.96	31.50	31.99
Economic Development Program Officer	26.18	26.42	26.68	26.91	27.17	27.43
<b><u>Protective Services Department</u></b>						
Community Constable	29.68	30.12	30.66	30.96	31.50	31.99
By-Law Officer	26.18	26.42	26.68	26.91	27.17	27.43
Assistant By-Law Officer	22.79	23.22	23.64	24.09	24.57	25.04

**Finance Department**

Senior Finance Officer	29.68	30.12	30.66	30.96	31.50	31.99
Finance Officer	26.18	26.42	26.68	26.91	27.17	27.43
Finance Clerk	22.79	23.22	23.64	24.09	24.57	25.04
Receptionist	19.55	19.91	20.28	20.66	21.03	21.44

**Council Department**

SAO Trainee	43.73	45.92	48.23	50.64	53.17	55.84
Council Officer	26.18	26.42	26.68	26.91	27.17	27.43
Council Clerk	22.79	23.22	23.64	24.09	24.57	25.04

**Public Works Department**

Assistant Manager Public Works	29.68	30.12	30.66	30.96	31.50	31.99
Journeyman Tradesperson	26.18	26.42	26.68	26.91	27.17	27.43
Non-Certified Tradesperson	22.79	23.22	23.64	24.09	24.57	25.04
Facility Operator (Certified)	22.79	23.22	23.64	24.09	24.57	25.04
Facility Operator (Uncertified)	19.55	19.91	20.28	20.66	21.03	21.44

**Municipal Services Division**

Assistant Manager Municipal Services	29.68	30.12	30.66	30.96	31.50	31.99
Lead Hand	26.18	26.42	26.68	26.91	27.17	27.43
Driver/Heavy Equipment Operator	22.79	23.22	23.64	24.09	24.57	25.04
Swamper	20.47	20.97	21.45	21.94	22.48	23.04

**Environment Department**

Driver	22.79	23.22	23.64	24.09	24.57	25.04
Swamper	20.47	20.97	21.45	21.94	22.48	23.04

**Other**

Labourer	18.41	18.92	19.48	20.03	20.60	21.24
Janitor	18.41	18.92	19.48	20.03	20.60	21.24
Trainee	16.25	16.71	17.22	17.73	18.24	18.80

## Schedule A Hourly Rates of Pay

Effective October 1, 2012

Increase 2.50%

Job Title/Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
<b><u>Recreation Department</u></b>						
Recreation Coordinator (Certified)	34.69	35.02	35.34	35.71	36.05	36.36
Recreation Coordinator (Uncertified)	30.42	30.87	31.43	31.73	32.29	32.79
Recreation Program Officer	26.83	27.08	27.35	27.58	27.85	28.12
<b><u>Lands Department</u></b>						
Planning and Lands Administrator	26.83	27.08	27.35	27.58	27.85	28.12
Lands Clerk	23.36	23.80	24.23	24.69	25.18	25.67
<b><u>CARS/Upper Air Department</u></b>						
Senior CARS/Upper Air Coordinator	30.42	30.87	31.43	31.73	32.29	32.79
CARS/Upper Air Officer	26.83	27.08	27.35	27.58	27.85	28.12
CARS Operator	23.36	23.80	24.23	24.69	25.18	25.67
Upper Air Operator	23.36	23.80	24.23	24.69	25.18	25.67
<b><u>Wellness Department</u></b>						
Community Wellness Support Worker	34.69	35.02	35.34	35.71	36.05	36.36
Wellness Program Officer	26.83	27.08	27.35	27.58	27.85	28.12
Wellness Program Assistant	23.36	23.80	24.23	24.69	25.18	25.67
<b><u>Economic Development Department</u></b>						
Economic Development Coordinator (Certified)	34.69	35.02	35.34	35.71	36.05	36.36
Economic Development Coordinator (Uncertified)	30.42	30.87	31.43	31.73	32.29	32.79
Economic Development Program Officer	26.83	27.08	27.35	27.58	27.85	28.12
<b><u>Protective Services Department</u></b>						
Community Constable	30.42	30.87	31.43	31.73	32.29	32.79
By-Law Officer	26.83	27.08	27.35	27.58	27.85	28.12
Assistant By-Law Officer	23.36	23.80	24.23	24.69	25.18	25.67

**Finance Department**

Senior Finance Officer	30.42	30.87	31.43	31.73	32.29	32.79
Finance Officer	26.83	27.08	27.35	27.58	27.85	28.12
Finance Clerk	23.36	23.80	24.23	24.69	25.18	25.67
Receptionist	20.04	20.41	20.79	21.18	21.56	21.98

**Council Department**

SAO Trainee	44.82	47.07	49.44	51.91	54.50	57.24
Council Officer	26.83	27.08	27.35	27.58	27.85	28.12
Council Clerk	23.36	23.80	24.23	24.69	25.18	25.67

**Public Works Department**

Assistant Manager Public Works	30.42	30.87	31.43	31.73	32.29	32.79
Journeyman Tradesperson	26.83	27.08	27.35	27.58	27.85	28.12
Non-Certified Tradesperson	23.36	23.80	24.23	24.69	25.18	25.67
Facility Operator (Certified)	23.36	23.80	24.23	24.69	25.18	25.67
Facility Operator (Uncertified)	20.04	20.41	20.79	21.18	21.56	21.98

**Municipal Services Division**

Assistant Manager Municipal Services	30.42	30.87	31.43	31.73	32.29	32.79
Lead Hand	26.83	27.08	27.35	27.58	27.85	28.12
Driver/Heavy Equipment Operator	23.36	23.80	24.23	24.69	25.18	25.67
Swamper	20.98	21.49	21.99	22.49	23.04	23.62

**Environment Department**

Driver	23.36	23.80	24.23	24.69	25.18	25.67
Swamper	20.98	21.49	21.99	22.49	23.04	23.62

**Other**

Labourer	18.87	19.39	19.97	20.53	21.12	21.77
Janitor	18.87	19.39	19.97	20.53	21.12	21.77
Trainee	16.66	17.13	17.65	18.17	18.70	19.27

**LETTER OF UNDERSTANDING**

between the

**Public Service Alliance of Canada**

and the

**Hamlet of Cambridge Bay**

**The Parties agree the following forms part of the Agreement:**

In the Event of a new hire(s) for a new Third Party Funded Contract, the Employer **will** notify the Union prior to any hiring. The Parties will meet within 30 days to discuss the application of the Benefit Provisions of the Agreement to the new position(s).

In the event the Union and the Employer are unable to agree on the application of the Benefit Provisions, either party may submit the dispute to arbitration within **(30)** days of such impasse. The provisions of Articles **16.19, 16.20, 16.21, 16.22, 16.23, and 16.24** shall apply in the case of a referral.



## LETTER OF UNDERSTANDING

between the

**Public Service Alliance of Canada**

and the

**Hamlet of Cambridge Bay**

### Termination of Third Party Funded Contracts

#### **The Parties agree the following forms part of the Agreement:**

The Employer and the Union acknowledge that a number of employees are employed as a result of the Employer entering into contracts with other agencies for the provision of services. A circumstance may rise where the funds that the Employer receives under these contracts are less than the Employer's cost of having employees provide these services.

Therefore the Employer and the Union agree:

1. In the event that the Employer is contemplating the termination of a contract with another agency which will have the effect of the lay off of one or more employees in the Bargaining Unit, the Employer shall provide not less than ~~thirty~~ (30) days notice in writing to the Union of the contract that may be terminated, along with the consequences to the employees of the Bargaining Unit if that contract is terminated.
2. At the request of either party, the Employer and the Union shall meet within the ~~thirty~~ (30) day notice period to discuss alternatives to the termination of the contract. The Employer will grant leave with pay for one (1) employee, who would be affected by the contemplated termination of the contract, to attend the meeting on behalf of the Union. If there is a meeting, the Employer will provide the Union with a copy of the contract and its rationale for contemplating the termination of the contract.
3. If an agreement is reached between the Employer and the Union with respect to an alternative to the termination of the contract, that agreement shall become a Letter of Understanding, shall be signed by both the Union and the Employer, and shall be incorporated into the Collective Agreement.
4. If the Employer and the Union do not reach an agreement, the Employer may exercise its rights under the Collective Agreement.
5. Nothing in this Letter of Understanding requires the Employer to, or prevents the Employer from, terminating the contract.
6. Notice given to the Union under this Letter of Understanding shall not constitute notice of lay off under Article 32.03.

## MEMORANDUM OF AGREEMENT

between the

**PUBLIC SERVICE ALLIANCE OF CANADA**

and the

**HAMLET OF CAMBRIDGE BAY**

### **Job Evaluation**

**The parties agree that this Memorandum of Agreement forms part of the Collective Agreement.**

The parties acknowledge the benefits of a gender-neutral and universal job evaluation plan and commit to working towards this end.

Therefore, the parties agree to the following:

1. Within ninety (90) days of the ratification of the Collective Agreement, the Employer and the Union shall establish a Joint Working Committee on Job Evaluation ("the Committee").
2. The Committee shall consist of **two** (2) representatives from the Bargaining Unit and **two** (2) representatives from the Employer. A quorum of the Committee shall consist of all of the members of the Committee. Each party to the Committee shall have the right to have its advisors in attendance at Committee meetings.
3. The Employer shall engage the services of a consultant ("the Consultant") to develop the job evaluation plan. The Consultant must have proven experience in creating job evaluation plans. The Employer shall bear the full cost of the Consultant's fees and expenses.
4. The Employer shall endeavour to have engaged the Consultant within ninety (90) days of the ratification of this Collective Agreement.
5. The Consultant shall meet as often as necessary with the Committee and its advisors to obtain complete input with respect to the job evaluation plan.
6. The Consultant shall develop the job evaluation plan. The Consultant shall endeavour to complete the job evaluation plan within one year of the Consultant's engagement under paragraph 3. The Union and the Employer each have the right to agree to or veto the job evaluation plan developed by the Consultant.
7. The Committee and the Consultant shall have access to all relevant documentation including current, accurate and written job descriptions and organization charts.

8. The Committee, with the assistance of the Consultant, shall develop and implement a communication plan to ensure that all employees in the Bargaining Unit are familiar with the process of developing a new job evaluation plan. To this end, all employees in the Bargaining Unit shall receive all of the information they require during a general information session, or through periodic information bulletins, as determined by the Committee.
9. Committee members shall receive training on matters pertaining to job evaluation by the Consultant. Training dates and times must be approved in advance by the Employer.
10. Members of the Bargaining Unit serving on the Committee shall be provided with leave with pay to participate on the Committee and to carry out duties assigned by the Committee with the approval of the Employer.
11. Following the completion of the agreed job evaluation plan, all positions within the Bargaining Unit shall be evaluated by the Employer. The Committee and the Union shall be advised of the results of that evaluation.
12. The Employer shall endeavour to complete evaluations of all Bargaining Unit positions no later than one hundred and twenty (120) days before the expiry of the Collective Agreement.
13. It is the intention of the Employer and the Union to negotiate at the next round of collective bargaining the outcome of the job evaluation plan **work** including such matters as the final adoption of the job evaluation plan, its implementation, rules of conversion respecting pay and related matters, job evaluation dispute resolution procedures, and the determination of their terms of application, if necessary.

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