

COLLECTIVE AGREEMENT

between

PUBLIC SERVICE ALLIANCE OF CANADA

as represented by its component

NUNAVUT EMPLOYEES UNION

and

MUNICIPAL CORPORATION OF CAPE DORSET

Effective	January 1, 2010
Expires:	December 31, 2012

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Article 1
PURPOSE OF AGREEMENT

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

Article 2
INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) "Abandonment of position" means an Employee is absent without leave and excluding extenuating circumstances an Employee has not contacted his Employer, within four (4) working days;
 - (b) "Agreement" and "Collective Agreement" mean this Collective Agreement;
 - (c) "Alliance" means the Public Service Alliance of Canada;
 - (d) "Allowance" means compensation payable to an Employee in addition to his regular pay;
 - (e) "Anniversary Date" refers to the actual date of hire for an indeterminate Employee;
 - (f) "Bargaining Unit" means all persons employed by the Municipality excluding the Senior Administrative Officer, Director of Municipal Works and Services, Director of Housing and Public Buildings, Director of Social Services, Director of Finance, Director of Recreation, Director of Community Development, Casual Housing Janitor, casual employees and Personnel Officer;
 - (g) "Casual Employee" means a person employed by the Employer, except as a water truck driver, sewage truck driver or driver helper, on an as needed basis for a maximum of sixty (60) calendar days. A series of casual employees shall not be

hired in lieu of filling a vacancy or a newly created position. A casual employee may not be re-hired until at least thirty (30) calendar days have passed since his last period of employment with the Employer;

- (h) “Executive Committee” means the committee duly appointed by Hamlet Council and exercising authority on behalf of Hamlet Council, consisting of the Mayor, Deputy Mayor and one (1) Council member;
- (i) “Council” means the Council of the Municipality of Cape Dorset;
- (j) “Common-law spouse” means a person that an Employee has, for a continuous period of at least twelve (12) months, publicly represented to be his spouse, lives and intends to continue to live with, as if that person were his spouse;
- (k) “Continuous Employment” and “Continuous Service” mean uninterrupted employment with the Employer; and
 - (i) with reference to re-employment of an Employee within one (1) year after a lay off, his employment in the position held by him at the time he was laid off and his employment in the position in which he is re-employed, shall constitute continuous employment, except that no seniority shall accrue while on lay off; and
 - (ii) where an Employee other than a casual ceases to be employed for a reason other than health or injury and is re-employed within a period of one year, his periods of employment for the purposes of sick leave, vacation leave, and vacation travel benefits shall be considered as continuous employment;
- (l) “Day” means the 24 hour period commencing at 12:01 a.m.;
- (m) “Day of Rest” in relation to an Employee means a day other than a holiday on which that Employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence;
- (n) “Demotion” means the appointment of an Employee for reasons of misconduct, incompetence or incapacity to another position for which the maximum pay is less than that of his former position;
- (o) “Dependant” means a person who is that Employee’s
 - (i) spouse and resides with that Employee, or
 - (ii) child, including step-child and adopted child, who is
 - (a) under 19 years of age and normally resides with and is dependant upon that Employee for support; or

- (b) under 21 years of age and dependent upon that Employee by reason of full-time attendance at an educational institution; or
- (c) wholly dependant upon that Employee for support by reason of handicap, or of mental or physical infirmity;
- (p) “Emergency” means an unplanned requirement for service that must be dealt with urgently and where delay in performing the work could have negative health, safety or financial consequences;
- (q) “Employee” means a member of the Bargaining Unit;
- (r) “Employer” means the Municipal Corporation of Cape Dorset;
- (s) “Fiscal Year” means the period from April 1 to March 31 of the next year;
- (t) “Grievance” means a complaint in writing as per Article 35;
- (u) “Hamlet” means the Municipal Corporation of Cape Dorset;
- (v) “Holiday” means the 24 hour period commencing at 12:01 a.m. of a day designated in this Agreement as a paid holiday;
- (w) “Lay-off” means the termination of an Employee because of lack of work or lack of funding;
- (x) “Leave of Absence” means absence from duty with the Employer’s permission;
- (y) “Lieu time” means the equivalent leave with pay taken in lieu of cash payment;
- (z) “Medical certificate” means a document signed by qualified medical personnel certifying the dates on which an Employee was, is or will be unfit to carry out his duties due to illness;
- (aa) “Medical personnel” means personnel qualified to provide medical services and includes physicians, dentists, nurses and mental health professionals;
- (bb) “Membership fees” means the fees established pursuant to the by-laws of the Union as the fees payable by the members of the Bargaining Unit;
- (cc) “Overtime” means work performed by an Employee in excess of his regularly scheduled hours of work;
- (dd) “Permanent Employee” means a person employed on a continuing basis in a full time position designated by the Employer as such;

- (ee) “Part-time Employee” means a person employed on a continuing basis for less than the standard work day or week in a part-time position designated by the Employer as such;
- (ff) “Probation” means a period of nine (9) months from the day upon which an Employee is first appointed if local hire and otherwise a period of twelve (12) months or a period of three (3) months after an Employee has been transferred or promoted from within;
- (gg) “Promotion” means the appointment of an Employee to another position, the maximum rate of pay for which exceeds that of his former position;
- (hh) “Rates of pay” means rates based on an Employee’s regular pay expressed as an annual salary:
 - (i) “bi-weekly rate of pay” means annual salary divided by 26.088; and
 - (ii) “hourly rate of pay” means daily rate of pay divided by the number of the Employee’s regularly scheduled daily hours of work, except that, where an Employee is paid by the hour, the hourly rate of pay shall be the rate of pay established by the Employer for that employment;
- (ii) “Regular earnings” or “regular pay” means an Employee’s rate of pay, not including any overtime, monies paid in lieu of holidays, settlement allowance, housing allowance or any other monies paid in addition to hourly wages;
- (jj) “Representative” means an Employee who has been elected or appointed as a shop steward or who represents the Union at meetings with the Employer and who is authorized to represent the Union;
- (kk) “SAO” means the Senior Administrative Officer of the Employer;
- (ll) “Spouse” includes common-law spouse as defined in Article 2.01(j);
- (mm) “Student” means a person who is attending on a full time basis an elementary or secondary school, post-secondary college, university or vocational school, during the current academic year and who intends to return to school full time in the following academic year or who is in his final year;
- (nn) “Supervisor” means the immediate supervisor of the work of an Employee at the job site on a day to day basis;
- (oo) “Term Employee” means a person hired by the Employer for a specified time to perform a certain job;
- (pp) “Transfer” means the appointment of an Employee to another position, which does not constitute a promotion or a demotion;

- (qq) “Union” means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union; and
- (rr) “Week” means the seven day period commencing at 12:01 a.m. on Sunday and ending at 12:00 midnight on the following Saturday.
- 2.02 Where the masculine gender is used, it shall be considered to include the feminine gender, unless any provision of this Agreement otherwise specifies.
- 2.03 The word “may” shall be regarded as permissive and the words “shall” and “will” as imperative.

Article 3
RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees in the Bargaining Unit.
- 3.02 The Employer will advise prospective employees prior to their employment that the Hamlet is a unionized workplace.

Article 4
DISCRIMINATION

- 4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised by either party or any persons employed by the Employer by reason race, colour, ancestry, ethnic origin, citizenship, place of origin, creed, religion, age, disability, sex, sexual orientation, marital status, family status, pregnancy, lawful source of income, political or religious affiliation, conviction for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement.
- 4.02 Employment equity is deemed not to be discriminatory.
- 4.03 The Employer shall make every reasonable effort to find alternate employment within its employ for an Employee who becomes unable to carry out his normal work functions as a result of a physical or mental disability arising as a result of his employment with the Employer.

Freedom from Harassment

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

and the Union agree to support and cooperate with the Employer in its efforts to prevent such actions.

- 4.05 “Personal harassment” means any improper behaviour by a person employed by the Employer that is directed at and offensive to another person employed by the Employer which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment, act or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient.
- 4.06 “Sexual harassment” means any conduct, comment, gesture or contact of a sexual nature:
- (a) that might reasonably be expected to cause offence or humiliation;
 - (b) that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 4.07 “Abuse of authority” means an individual’s improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which endanger and employee’s job, undermine an employee’s ability to perform the job or threatens the livelihood of an employee. However, it does not include the legitimate exercise of an individual’s management or supervisory power or authority.
- 4.08 The Employer will take such disciplinary measures as the Employer deems appropriate against any person under the Employer's direction who subjects any employee to sexual harassment.
- 4.09 Complaints of personal harassment, sexual harassment or abuse of authority shall be brought to the attention of the Senior Administrative Officer. An employee may be assisted by the Union in making a complaint. If the Senior Administrative Officer is the subject of the complaint, it will be brought to the attention of the Executive Committee of Council (excluding the Senior Administrative Officer).
- 4.10 The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.

Freedom from Workplace Violence

- 4.11 The Employer, the employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from workplace violence. The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence. The employees and the Union agree to support and cooperate with the Employer in its efforts to prevent workplace violence.
- 4.12 “Workplace violence” means any incident in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to

