

# **Collective Agreement**

**between**

**Public Service Alliance of Canada**  
(as represented by its agent Nunavut Employees Union)

**and**

**Hamlet of Arctic Bay**

**Effective From: January 1, 2011**  
**To: December 31, 2013**

**Nunavut Employees Union**  
**Box 869,**  
**Iqaluit NU X0A 0H0**

**Hamlet of Arctic Bay**  
**Box 150,**  
**Arctic Bay NU X0A 0A0**

## TABLE OF CONTENTS

|  |    |
|--|----|
| ARTICLE 1 PURPOSE OF AGREEMENT.....                                    | 4  |
| ARTICLE 2 INTERPRETATION AND DEFINITIONS .....                         | 4  |
| ARTICLE 3 RECOGNITION.....   | 8  |
| ARTICLE 4 APPLICATION .....  | 8  |
| ARTICLE 5 FUTURE LEGISLATION .....                                     | 8  |
| ARTICLE 6 STRIKES AND LOCKOUTS .....                                   | 8  |
| ARTICLE 7 MANAGEMENT RIGHTS.....                                       | 9  |
| ARTICLE 8 EMPLOYER DIRECTIVES .....                                    | 9  |
| ARTICLE 9 HUMAN RIGHTS.....  | 9  |
| ARTICLE 10 OUTSIDE EMPLOYMENT.....                                     | 11 |
| ARTICLE 11 APPOINTMENT OF REPRESENTATIVES.....                         | 11 |
| ARTICLE 12 UNION ACCESS TO EMPLOYER PREMISES .....                     | 12 |
| ARTICLE 13 TIME OFF FOR UNION BUSINESS .....                           | 12 |
| ARTICLE 14 CHECK-OFF.....  | 14 |
| ARTICLE 15 INFORMATION.....  | 15 |
| ARTICLE 16 PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES..... | 16 |
| ARTICLE 17 ADJUSTMENT OF DISPUTES.....                                 | 16 |
| ARTICLE 18 DESIGNATED PAID HOLIDAYS .....                              | 20 |
| ARTICLE 19 LEAVE - GENERAL .....                                       | 22 |
| ARTICLE 20 VACATION LEAVE .....  | 22 |
| ARTICLE 21 SICK LEAVE .....  | 26 |
| ARTICLE 22 SPECIAL LEAVE .....   | 27 |
| ARTICLE 23 OTHER TYPES OF LEAVE .....                                  | 29 |
| ARTICLE 24 SHORT TERM LEAVE FOR TRAINING PURPOSES.....                 | 32 |
| ARTICLE 25 HOURS OF WORK.....  | 33 |

|   |    |
|---|----|
| ARTICLE 26 OVERTIME.....  | 34 |
| ARTICLE 27 PAY .....  | 35 |
| ARTICLE 28 REPORTING PAY .....                                    | 37 |
| ARTICLE 29 CALL-BACK PAY .....                                    | 38 |
| ARTICLE 30 PAY FOR TRAVEL ON BEHALF OF EMPLOYER.....              | 38 |
| ARTICLE 31 VACANCIES, JOB POSTINGS, PROMOTIONS AND TRANSFERS..... | 39 |
| ARTICLE 32 JOB DESCRIPTIONS.....                                  | 40 |
| ARTICLE 33 CLASSIFICATION.....                                    | 40 |
| ARTICLE 34 EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES.....    | 41 |
| ARTICLE 35 TERM POSITIONS .....                                   | 42 |
| ARTICLE 36 CONTRACTING OUT .....                                  | 42 |
| ARTICLE 37 SENIORITY.....   | 42 |
| ARTICLE 38 LAYOFF AND JOB SECURITY .....                          | 43 |
| ARTICLE 39 DISCHARGE AND DISCIPLINE.....                          | 44 |
| ARTICLE 40 SEVERANCE PAY.....                                     | 44 |
| ARTICLE 41 LABOUR-MANAGEMENT COMMITTEE.....                       | 45 |
| ARTICLE 42 SAFETY AND HEALTH.....                                 | 45 |
| ARTICLE 43 TECHNOLOGICAL CHANGE.....                              | 47 |
| ARTICLE 44 RELOCATION EXPENSES ON INITIAL APPOINTMENT.....        | 47 |
| ARTICLE 45 ULTIMATE REMOVAL ASSISTANCE.....                       | 48 |
| ARTICLE 46 DUTY TRAVEL.....                                       | 48 |
| ARTICLE 47 UNIFORM CLOTHING ISSUE .....                           | 51 |
| ARTICLE 48 TRADES – WORK CLOTHING AND PROTECTIVE EQUIPMENT .....  | 52 |
| ARTICLE 49 APPRENTICES.....                                       | 53 |
| ARTICLE 50 TOOLS.....   | 54 |
| ARTICLE 51 VEHICLE PLUG-IN .....                                  | 54 |

**ARTICLE 52 BILINGUAL BONUS..... 54**

**ARTICLE 53 NORTHERN ALLOWANCE..... 55**

**ARTICLE 54 HOUSING ALLOWANCE ..... 55**

**ARTICLE 55 BENEFIT PLANS..... 56**

**ARTICLE 56 REGISTERED RETIREMENT SAVINGS PLAN..... 56**

**ARTICLE 57 RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS ..... 57**

**ARTICLE 58 DURATION AND RENEWAL ..... 57**

**SCHEDULE A/ HOURLY RATES OF PAY .....59**

**LOU SHIFT WORK/STANDBY..... 63**

**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 promote the 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) "Abandonment of position" means the Employer may declare the employee to have terminated his employment, if he has not, directly or indirectly, contacted his Employer and he is absent without leave from work for a period of five (5) working days;
  - (b) "Agreement" means 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 remuneration payable for the performance of the duties of his position;
  - (e) "Bargaining Unit" means all employees of the Hamlet of Arctic Bay excluding the Senior Administrative Officer, the Finance Officer, the Public Works Foreman and casual employees;
  - (f) "Casual employee" means a person who:
    - (i) is hired for work of a temporary nature not exceeding four (4) consecutive months in duration unless agreed otherwise by the parties;
    - (ii) replaces an employee on leave of absence;

- (iii) is hired to work hours which are not subject to a regular schedule and are as determined by the Employer from time to time;
- (iv) is hired under a third-party funded training program, excluding apprentices, for a period not exceeding one (1) year.

Except as provided above, a casual person will not be used to reduce the hours of work of, or replace, an employee.

- (g) A "Common-law spouse" relationship is said to exist when, for a continuous period of at least one year, an employee has lived with a person, publicly represents that person to be their spouse, and lives and intends to continue to live with that person as if that person were their spouse;
- (h) "Continuous employment" and "continuous service" means uninterrupted employment with the Employer; and
  - (i) with reference to reappointment of a laid off employee within six (6) months, 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;
  - (ii) where an employee ceases to be employed for a reason other than dismissal, resignation, abandonment of position or rejection on probation, and is re-employed within a period of six (6) months;

his periods of employment for purposes of sick leave, vacation leave entitlement and vacation travel benefits shall be considered as continuous employment;

- (i) "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;
- (j) "Dependant" means a person residing with the employee who is:
  - (i) that employee's spouse, including common-law spouse,
  - (ii) child, including step-child and adopted child, who
    - 1) is under nineteen (19) years of age and dependent upon him for support, or
    - 2) being nineteen (19) years of age or more and dependant upon him by reason of mental or physical infirmity, or
    - 3) being twenty-one (21) years of age or less and dependant upon him by reason of attending school;

- (iii) a relative of the employee residing in the employee's household who is wholly dependent upon the employee for support by reason of mental or physical infirmity;
- (k) "Demotion" means the appointment of an employee to a new position with a rate of pay which is less than that of his former position;
- (l) "Employee" means a member of the Bargaining Unit;
- (m) "Employer" means the Hamlet of Arctic Bay;
- (n) "Fiscal year" means the period of time from April 1 of one year to March 31 of the following year;
- (o) "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;
- (p) "Leave of absence" means absence from duty with the Employer's permission;
- (q) "Lieutime" means the equivalent leave with pay taken in lieu of cash payment;
- (r) The expression "may" is permissive and the expressions "shall" and "will" are imperative;
- (s) "Membership fees" means the fees established pursuant to the By-Laws of the Union as fees payable by the members of the Bargaining Unit;
- (t) "Overtime" means work performed by an employee before or after or in excess of his regularly scheduled hours of work, excluding work performed after his regularly scheduled hours of work due to a breakdown of a water or sewer truck because of a malfunction for a reasonable period to repair the vehicle;
- (u) "Part-time employee" means an employee who is employed in a position with normally scheduled hours of work each week which are less than the normal hours of work scheduled in a week for full-time employees;
- (v) "Probation" means a period of six (6) months from the day upon which an employee is first appointed or a period of three (3) 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 shall appoint him to a position comparable to the one from which he was transferred or promoted;
- (w) "Promotion" means the appointment of an employee to a new position with a rate of pay which exceeds that of his former position;

- (x) "Rates of Pay":
  - (i) "weekly rate of pay" means an employee's annual salary divided by 52.176;
  - (ii) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
  - (iii) "hourly rate of pay" means the rate established in the rates of pay schedules;
- (y) "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;
- (z) "Seniority" means length of service with the Employer;
- (aa) "Term employee" means a person hired by the Employer for a specified period of time to perform a certain job;
- (bb) "Transfer" means the appointment of an employee to another position that does not constitute a promotion or demotion;
- (cc) "Union" means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union;
- (dd) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Monday and terminate at midnight on Sunday.

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement:

- (a) if defined in the *Labour Standards Act*, or in the Regulations thereof, have the same meaning as given to them in the *Labour Standards Act*; and
- (b) if defined in the *Interpretation Act*, but not defined elsewhere in this Agreement or in the *Labour Standards Act*, or in the Regulations thereof, have the same meaning as given to them in the *Interpretation Act*.

#### Number and Gender

2.03 Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the fact or context requires this and with regard to the provisions of this Agreement.

**Article 3**  
**Recognition**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees as described in the Certification Order No. 7983-U issued by the Canada Industrial Relations Board dated February 27, 2001 as described in Clause 2.01(e).
- 3.02 The Employer shall advise prospective employees that the workplace is unionized.

**Article 4**  
**Application**

- 4.01 The provisions of this Agreement apply to the Union, the employees, and the Employer.
- 4.02 Part-time employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion as their weekly hours of work compare to the standard work week.

**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 During the life of the Agreement there shall be no lockout by the Employer and no work stoppage or slowdown by any employee or employees.

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

- 7.01 Except as otherwise provided herein, this Agreement in no way restricts the Employer in the management and operation of the Hamlet and its employees.

**Article 8**  
**Employer Directives**

- 8.01 The Employer shall provide the Union and its Representative with a copy of all personnel directives which are intended to clarify the interpretation or application of the Agreement.

**Article 9**  
**Human Rights**

Freedom from Discrimination

- 9.01 The Union, the Employer, 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, ethnic origin, colour, ancestry, citizenship, place of origin, creed, religion, age, sex, sexual orientation, marital status, family status, pregnancy, disability, lawful source of income, conviction for an offence for which a pardon has been granted, or union membership or activity or for exercising their rights under the Agreement.
- 9.02 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.

Equal Pay for Work of Equal Value

- 9.03 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

- 9.04 "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.

- 9.05 The Employer will make every reasonable effort to ensure that no employee is subjected to sexual harassment.
- 9.06 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.
- 9.07 Complaints of sexual harassment 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 Administrative Committee of Council (excluding the Senior Administrative Officer).
- 9.08 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.

#### Freedom from Workplace Violence

- 9.09 "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 verbal nature.
- 9.10 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 9.11 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties.
- 9.12 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.
- 9.13 Complaints of workplace violence shall be brought to the attention of the Senior Administrative Officer. An employee may be assisted by the Union in making a complaint. If the Senior Administrative Officer is the subject of the complaint, it will be brought to the attention of the Administrative Committee of Council (excluding the Senior Administrative Officer).
- 9.14 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.

### Religious Observance

- 9.15 An employee may, in accordance with the provisions of this Agreement, request annual leave, lieutime, or leave without pay in order to fulfill his/her religious obligations.
- 9.16 At the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his/her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of sixty (60) days, at times agreed to by the Employer. Hours worked as a result of time off granted under this Article shall not be compensated. If the employee fails to make up the required hours within sixty (60) days, pay for those hours shall be deducted from his next paycheque.

### **Article 10** **Outside Employment**

- 10.01 Subject to Clause 10.02, an employee can carry on any business or employment outside his regularly scheduled hours of duty without interference from the Employer.
- 10.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when:
- (a) a conflict of duties may develop between an employee's regular work and his outside interests; and
  - (b) certain knowledge and information available only to the employees place the individual in a position where he can exploit the knowledge or information for personal gain.
- 10.03 Employees are prohibited from use of property of the Employer, including but not limited to premises, equipment, vehicles, tools, supplies, records and information obtained through their employment, in any business or employment carried on pursuant to this Article, unless approved by the Employer.

### **Article 11** **Appointment of Representatives**

- 11.01 The Employer acknowledges the right of the Union to appoint employees as Representatives.