

Collective Agreement

between

Public Service Alliance of Canada

(as represented by its component Nunavut Employees Union)

and

Hamlet of Rankin Inlet

Effective From: April 1, 2009

To: March 31, 2012

Nunavut Employees Union
Box 869,
Iqaluit NU X0A 0H0

Hamlet of Rankin Inlet
Box 310,
Rankin Inlet NU X0C 0G0

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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 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) “Absent without leave (AWOL)” means absence from duty without the Employer’s permission;
 - (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 Rankin Inlet excluding Senior Administrative Officer, Comptroller, Fire Chief, Airport Maintenance Manager, Superintendent of Public Works and Casual Employees;
 - (f) “Casual Employee” means a person employed by the Employer for work of a temporary nature not exceeding six (6) months;
 - (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

represented 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
 - 1) with reference to re-appointment of 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;
- (i) “Day of Rest” 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) “Demotion” means the appointment of an employee for reasons of misconduct, incompetence or incapacity, to a new position for which the maximum pay is less than that of his former position;
- (k) “Dependant” means a person residing with the employee who is the employee’s spouse (including common-law), child, step-child, adopted child who is under nineteen (19) years of age and dependent of him/her for support or being nineteen (19) years of age or more and dependant upon him/her by reason of full-time attendance at an educational institution or mental or physical infirmity or any other relative of the employee’s household who is wholly dependent upon him/her for support by reason of mental or physical infirmity;
- (l) “Double time” means twice the straight time;
- (m) “Employee” means a member of the Bargaining Unit;
- (n) “Employer” means the Hamlet of Rankin Inlet;
- (o) “Fiscal Year” means the period of time from April 1, in one year to March 31, in the following year;
- (p) “Grievance” means a complaint in writing that an employee, group of employees, or the Union submits to management, to be processed through the grievance procedure;
- (q) “Holiday” means the twenty-four (24) hour period commencing at 12:01 A.M. of a day designated as a paid holiday in this Agreement;
- (r) “Lay-Off” means an employee whose employment has been terminated because of lack of work or lack of funding;
- (s) “Leave of Absence” means absence from duty with the Employer’s permission;

- (t) "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, and shall not include any initiation fee, or insurance premium;
- (u) "Overtime" means work performed by an employee in excess of or outside of his regularly scheduled hours of work;
- (v) "Point of Departure" means Winnipeg;
- (w) "Probation" means a period of six (6) months from the day upon which an employee is first appointed or a period of thirty (30) days after an employee has been transferred or promoted from within. If an employee does not successfully complete his probationary period on transfer or promotion, or by mutual agreement, the Employer shall appoint him to a position comparable to the one which he was transferred or promoted from;
- (x) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position;
- (y) "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 an employee's daily rate of pay divided by his/her regularly scheduled daily hours of work, or where an employee is paid by the hour, the hourly rate of pay for his/her part-time employment;
- (z) "Representative" means a person who is authorized to represent the Union;
- (aa) "Seniority" means length of continuous service with the Employer;
- (bb) "Straight time" means the hourly rate of remuneration;
- (cc) "Time and One-half" means one and one-half times the straight time rate;
- (dd) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion;
- (ee) "Union" means the Public Service Alliance of Canada as represented by its component Nunavut Employees Union;
- (ff) "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 Nunavut *Interpretation Act*, but not defined elsewhere in this Agreement have the same meaning as given to them in Nunavut *Interpretation Act*.
- 2.03 Where the masculine gender is used, it shall be considered to include the feminine gender unless any provision of this Agreement otherwise specifies.
- 2.04 “May” shall be regarded as permissive and “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.

Article 4 **Application**

- 4.01 The provisions of this Agreement apply to the Union, the employees, and the Employer.
- 4.02 Part-time employees unless otherwise excepted by this Agreement 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.
- 4.03 This Agreement will be available in English and Inuktitut. The Employer and the Union will share equally all costs associated with the translation of this Agreement into Inuktitut.

Article 5 **Future Legislation**

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

When this occurs the 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 terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail.

Article 6 **Human Rights**

Freedom from Discrimination

- 6.01 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, colour, ancestry, nationality, ethnic origin, place of origin, creed, religion, age, disability, sex, sexual orientation, gender identity, marital status, family status, family affiliation, political belief, political association, social condition, conviction for which a pardon has been granted, union membership or activity, or for exercising rights under this Agreement.

Equal Pay for Work of Equal Value

- 6.02 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

- 6.03 “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.
- 6.04 Every employee is entitled to employment free of sexual harassment.
- 6.05 The Employer will make every reasonable effort to ensure that no employee is subjected to sexual harassment.

- 6.06 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.
- 6.07 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.
- 6.08 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.
- 6.09 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

- 6.10 "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.
- 6.11 Every employee is entitled to employment free of workplace violence.
- 6.12 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 6.13 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.
- 6.14 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.
- 6.15 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.
- 6.16 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.
- 6.17 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 7 **Strikes and Lockouts**

- 7.01 There shall be no lockout by the Employer and no work stoppage, by any employee(s) during the life of this Agreement.
- 7.02 No employee shall be required to cross any picket line or to do any struck work. No employee shall suffer a loss of pay or benefits as a result of a refusal to cross a picket line or a refusal to do any struck work.
- 7.03 No employee shall be disciplined by the Employer for exercising his/her rights contained in this Article.

Article 8 **Managerial Responsibilities**

- 8.01 Except to the extent provided herein this Agreement in no way restricts the rights of the Employer in the management of all its affairs.
- 8.02 The Employer shall exercise its rights in a manner which is fair, reasonable, without discrimination and consistent with the terms of this Agreement.
- 8.03 Non-Bargaining Unit personnel shall not perform Bargaining Unit work unless no Bargaining Unit member is willing to perform the required work.

Article 9 **Employer Directives**

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

Article 10
Union Access to Employer Premises

- 10.01 Upon reasonable notification the Employer shall permit access to its work premises of an accredited Representative of the Union.

Article 11
Appointment of Representatives

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

Article 12
Time-off for Union Business

- 12.01 Throughout this Article when time-off with pay is authorized for an employee, it is understood and agreed by the parties hereto that such authorization is only effective if such employee would otherwise have been at his place of work during that time.
Arbitration Hearings (Disputes)
- 12.02 (a) Where operational requirements permit, at the Union's request the Employer will grant leave with pay to one (1) employee representing the Union before an Arbitration hearing.
- (b) The Employer will grant leave with pay to an employee called as a witness before an Arbitration hearing and, where operational requirements permit, leave with pay to an employee called as a witness by the Union.

Arbitration Hearing (Grievance)

- 12.03 (a) The Employer will grant leave with pay to an employee who is a party to the grievance which is before an Arbitration Board.
- (b) Where operational requirements permit, the Employer will grant leave with pay to the Representative of an employee who is a party to the grievance.
- (c) Where operational requirements permit, the Employer will grant leave with pay to a witness called by an employee who is a party to the grievance.

