

COLLECTIVE AGREEMENT

BETWEEN

HAMLET OF WHALE COVE

AND

PUBLIC SERVICE ALLIANCE OF CANADA

as represented by its agent

Nunavut Employees Union

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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 Hamlet of Whale Cove 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" – an employee abandons his position when he is absent without leave for a period of three (3) consecutive working days, and the Senior Administrative Officer or his designate has not been notified, directly or indirectly by the employee.
 - (b) "Alliance" means the Public Service Alliance of Canada.
 - (c) "Allowance" means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position.
 - (d) "Bargaining Unit" means all employees of the Employer except the Senior Administration Officer, Finance Officer, Community Constable and By-Law Officer.
 - (e) "Casual Employee" means a person employed by the Employer for work of a temporary nature. A casual employee is a member of the Bargaining Unit.
 - (f) "Committee" means the Labour/Management Committee.
 - (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, 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;
 - (i) 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;
 - (ii) where an employee other than a casual ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three months, his periods of employment for purposes of superannuation, sick

leave, severance pay and vacation leave 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) "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 who is:
 - (i) the employee's spouse, including common-law;
 - (ii) the employee's child, step-child or adopted child who is under nineteen years of age;
 - (iii) the employee's child, step-child or adopted child who is nineteen years of age or older and dependant upon the employee by reason of fulltime attendance at an educational institution or mental or physical disability; or
 - (iv) any other relative residing in the employee's household who is wholly dependant upon the employee for support by reason of mental or physical disability.
- (l) "Designated Paid 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.
- (m) "Employee" means a member of the bargaining unit.
- (n) "Employer" means the Whale Cove Hamlet Council.
- (o) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.
- (p) "Lay-Off" means an employee whose employment has been terminated because of lack of work, lack of funds, or the discontinuance of a function.
- (q) "Leave of Absence" means absence from duty with the Employer's permission.
- (r) "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.
- (s) "Overtime" means work performed by an employee in excess of or outside of his regularly scheduled hours of work.
- (t) "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 from within. 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 if such a position is vacant.

- (u) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position by at least:
 - (i) the minimum increment in the new position; or
 - (ii) four percent (4%) of the maximum rate of pay of the former position where the new position has only one rate of pay.
- (v) "Rates of Pay"
 - (i) "daily rate of pay" means an employee's hourly rate of pay multiplied by the employee's daily hours of work as set out in Article 22;
 - (ii) "weekly rate of pay" means an employee's daily rate of pay multiplied by five (5);
 - (iii) "annual rate of pay" means an employee's weekly rate of pay multiplied by 52.176;
 - (iv) "monthly rate of pay" means an employee's annual rate of pay divided by twelve (12).
- (w) "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
- (x) "Seniority" means length of service with the Employer.
- (y) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion.
- (z) "Union" means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union.
- (aa) "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 if defined in the *Interpretation Act*, but not defined elsewhere in this Agreement have the same meaning as given to them in the 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.

3.02 The Employer shall make every reasonable effort to find alternate employment for an employee who becomes mentally and/or physically disabled.

Discrimination

- 3.03 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age, sex, gender identity, race, creed, colour, ancestry, ethnic origin, citizenship, place of origin, national origin, religion, political or religious affiliation, pregnancy, marital status, (including common-law relationships), family status, sexual orientation, lawful source of income, criminal offence for which a pardon has been granted, mental or physical disability (except for employment equity programmes), by reason of Union membership or activity nor by exercising their rights under the Collective Agreement.

ARTICLE 4 - APPLICATION

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

Printing of Collective Agreement

- 4.02 The Employer shall pay one half of the costs associated with printing the Collective Agreement, to a maximum of one hundred and fifty (\$150) dollars, provided:
- (a) the Union provides the Employer with receipts showing amounts expended, and the collective agreement is printed and distributed within ninety days of its signing.
 - (b) The Union shall facilitate the printing and distribution of the collective agreement.

Conflict Of Provisions

- 4.03 Where there is any conflict between the provisions of this Agreement and any policy directive dealing with 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 policy directive.

ARTICLE 5 - FUTURE LEGISLATION

- 5.01 In the event that any law passed by Parliament, or the Nunavut Legislative Assembly renders null and void or alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Collective Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision. Either party may refer any dispute arising from such negotiations to arbitration.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.01 There shall be no lockout by the Employer and no work stoppage, by any employee(s) during the term of this Collective Agreement.
- 6.02 "Work Stoppage" includes a cessation of work or a refusal to continue to work by employees, in combination or in concert or in accordance with a common understanding, and a slowdown of work or other concerted activity on the part of employees in relation to their work that is designed to restrict or limit output

- 6.03 No employee will be requested to cross a legal picket line other than to deliver an essential service (to prevent an immediate and serious danger to the health and safety of the public).

ARTICLE 7 - MANAGEMENT RIGHTS

- 7.01 The Union and the employees acknowledge that all management rights and prerogatives are vested exclusively with the Employer, except as may be otherwise specifically provided for in this Agreement.
- 7.02 Without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- (a) to determine and establish standards and procedures in the operation of the Employer;
 - (b) to maintain order, discipline and efficiency and to establish and enforce rules and regulations;
 - (c) to plan, direct, organize and control the work of the employees and the operations of the Employer. This includes the introduction of new and improved methods, facilities and equipment, and to control work schedules and the amount of supervision necessary;
 - (d) to direct and manage employees, including hiring, lay-off, recall, promotion, demotion, classification and assignments of duties, to suspend, discharge, or otherwise discipline employees.

ARTICLE 8 - EMPLOYER DIRECTIVES

- 8.01 The Employer shall provide the Union with a copy of all Personnel Directives. Where the Employer proposes to issue a Personnel Directive which is intended to clarify the interpretation or application of the Collective Agreement, the Employer shall endeavour to consult with the Union prior to issuing the directives and will consult with the Union as soon as is practicable.

ARTICLE 9 - UNION ACCESS TO EMPLOYER PREMISES

- 9.01 Upon reasonable notice, the Employer shall permit access to its work premises of an accredited representative of the Union. Such visits shall not interfere with the Employer's operations.
- 9.02 The Union representative will endeavour to notify the Employer in advance of a visit to the workplace and will inform him of actual visits made as soon as is practicable

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 - TIME-OFF FOR UNION BUSINESS

Arbitration Hearings

11.01 At the Union's request the Employer will grant leave with pay to a reasonable number of employees representing the Union before an Arbitration hearing;

Employee called as a Witness

(a) The Employer will grant leave with pay to an employee called as a witness before an Arbitration for the actual time that an employee is required as a witness.

Arbitration Hearing

11.02 The Employer will grant leave with pay to an employee who is a party to the grievance which is before an Arbitration Board.

Employee who acts as a Representative

(a) The Employer will grant leave with pay to the Representative of an employee who is a party to the grievance.

Employee called as a Witness

(b) The Employer will grant leave with pay to an employee called as a witness for the actual time that an employee is required as a witness.

11.03 Where an employee and his representative are involved in the process of his or her grievance they shall be granted time off.

(a) when the discussions take place at his or her place of duty, leave with pay and,

(b) when the discussions take place outside his or her place of duty, leave without pay.

Contract Negotiations Meetings

11.04 The Employer will grant leave without loss of pay for two (2) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

Preparatory Contract Negotiations Meetings

11.05 The Employer will grant leave without pay to a reasonable number of employees to attend preparatory negotiations meetings.

Meetings Between Employee Organizations And Management

11.06 The Employer will grant time-off with pay to a reasonable number of employees who are meeting with management on behalf of the Union.

