

Collective Agreement

between

Public Service Alliance of Canada

(As Represented by its Agent Nunavut Employees Union)

and

Hamlet of Cambridge Bay

Effective From: October 1, 2008
To: September 30, 2010

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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 40, "Benefit Plans";
- (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) "Municipality of Cambridge Bay" means the "Hamlet of Cambridge Bay" and/or the "Employer";
- (r) "Overtime" means work performed by an employee in excess of or outside of his regularly scheduled hours of work;
- (s) "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;
- (t) "Promotion" means the appointment of an employee to a new position, for which the maximum rate of pay exceeds that of his former position;
- (u) "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;
- (v) "Senior Administrative Officer" means the Senior Administrative Officer of the Hamlet of Cambridge Bay;
- (w) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion;
- (x) "Union" means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union;
- (y) "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.

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

Conciliation or Arbitration Hearings (Disputes)

- 12.01 (a) The Employer will grant leave with pay to an employee representing the Union before a Conciliation or Arbitration Board hearing;

Employee Called as a Witness

- (b) The Employer will grant leave with pay to an employee called as a witness before a Conciliation or Arbitration Board hearing.

Arbitration Hearings (Grievances)

- 12.02 (a) The Employer will grant leave with pay to an employee who is a party to a grievance, which is before an arbitration hearing, to attend the arbitration hearing, except while such employee is on suspension without pay.

Employee Who Acts as a Representative

- (b) The Employer will grant leave with pay to the Representative of an employee who is a party to a grievance, which is before an arbitration hearing, to attend the arbitration hearing.

Employee Called as a Witness

- (c) The Employer will grant leave with pay to a witness called by an employee who is a party to a grievance, which is before an arbitration hearing, to attend the arbitration hearing.

- 12.03 Where an employee and his Representative are involved in the process of his grievance, they shall be granted reasonable time off with pay.

Contract Negotiations

- 12.04 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

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

Meetings Between Union and Management

- 12.06 The Employer will grant time-off with pay for up to three (3) employees who are meeting with management on behalf of the Union.

Employee Organization Executive Council Meetings, Congress and Conventions

- 12.07 Where operational requirements permit, the Employer will grant reasonable leave without pay to a maximum of two (2) employees to attend executive council meetings and conventions of the Alliance, the Nunavut Employees Union, the Canadian Labour Congress and the Northern Territories Federation of Labour.
- 12.08 The Employer shall grant reasonable leave without pay to one (1) employee elected to attend conventions of the Nunavut Employees Union. One (1) additional employee may be approved pursuant to Article 12.07.

Representatives Training Course

- 12.09 Where operational requirements permit, the Employer will grant leave without pay for a reasonable number of employees who have been appointed as Representatives of the Union to undertake training related to the duties of a Representative.

Time-off for Representatives

- 12.10 (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.
- 12.11 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

