

**COLLECTIVE AGREEMENT**

between

**MUNICIPALITY OF CLYDE RIVER**

AND

**PUBLIC SERVICE ALLIANCE OF CANADA**

as represented by its agent

**Nunavut Employees Union**

EFFECTIVE: April 1, 2009  
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## NUMERICAL INDEX

	Page
ARTICLE 1 - PURPOSE OF AGREEMENT .....	1
ARTICLE 2 - INTERPRETATION AND DEFINITIONS .....	1
ARTICLE 3 - RECOGNITION .....	4
ARTICLE 4 - HUMAN RIGHTS.....	4
ARTICLE 5 - APPLICATION.....	5
ARTICLE 6 - CONFLICT OF PROVISIONS .....	6
ARTICLE 7 - MANAGERIAL RESPONSIBILITIES .....	6
ARTICLE 8 - STRIKES AND LOCKOUTS.....	6
ARTICLE 9 - EMPLOYER DIRECTIVES.....	6
ARTICLE 10 - RESTRICTION ON OUTSIDE EMPLOYMENT .....	6
ARTICLE 11 - APPOINTMENT OF REPRESENTATIVE.....	7
ARTICLE 12 - TIME-OFF FOR UNION BUSINESS.....	7
ARTICLE 13 - UNION DUES DEDUCTIONS .....	9
ARTICLE 14 - UNION ACCESS TO EMPLOYER PREMISES .....	9
ARTICLE 15 - INFORMATION.....	9
ARTICLE 16 - DESIGNATED PAID HOLIDAYS .....	10
ARTICLE 17 - LEAVE - GENERAL.....	11
ARTICLE 18 - VACATION LEAVE .....	11
ARTICLE 19 - SPECIAL LEAVE .....	13
ARTICLE 20 - SICK LEAVE CREDITS .....	14
ARTICLE 21 - COMPASSIONATE CARE LEAVE .....	15
ARTICLE 22 - INJURY ON DUTY LEAVE .....	16
ARTICLE 23 - PARENTAL LEAVE.....	16
ARTICLE 24 - OTHER TYPES OF LEAVE.....	18
ARTICLE 25 - HOURS OF WORK.....	18
ARTICLE 26 - OVERTIME .....	20
ARTICLE 27 - PAY .....	20
ARTICLE 28 - CALL-BACK AND REPORTING PAY.....	21
ARTICLE 29 - CLASSIFICATION AND JOB DESCRIPTIONS.....	22
ARTICLE 30 - VACANCIES, JOB POSTINGS AND PROMOTIONS.....	22
ARTICLE 31 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES.....	23
ARTICLE 32 - TRAINING.....	23
ARTICLE 33 - ADJUSTMENT OF DISPUTES .....	24
ARTICLE 34 - CIVIL LIABILITY .....	27
ARTICLE 35 - LABOUR/MANAGEMENT COMMITTEE.....	27
ARTICLE 36 - EMPLOYEE ASSISTANCE PROGRAM.....	28
ARTICLE 37 - SAFETY AND HEALTH .....	28
ARTICLE 38 - CLOTHING ISSUE AND PROTECTIVE EQUIPMENT .....	31
ARTICLE 39 - TRADES .....	32
ARTICLE 40 - SETTLEMENT ALLOWANCE .....	32
ARTICLE 41 - SEVERANCE PAY.....	32
ARTICLE 42 - JOB SECURITY .....	33
ARTICLE 43 - BENEFITS.....	34
ARTICLE 44 - SOCIAL JUSTICE FUND .....	35
ARTICLE 45 - FUTURE LEGISLATION .....	35
ARTICLE 46 - RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS .....	35
ARTICLE 47 - DURATION AND RENEWAL.....	35
APPENDIX A RATES OF PAY .....	37

## **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 Municipality of Clyde River 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" and "Collective Agreement" means this Collective Agreement.
  - (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 excluding the Assistant Senior Administrative Officer, Foreman and the Senior Administrative Officer.
  - (e) "Casual Employee" means a person employed by the Employer for a period not exceeding four (4) months of continuous employment, in an existing or new classification. Casual Employees will not be entitled to benefits.
  - (f) A "common-law spouse" relationship is said to exist when for a continuous period of at least one (1) year, an employee has lived with a person, publicly represented that person to be their spouse.
  - (g) "Continuous Employment and Continuous Service" means uninterrupted service with the Employer and;
    - (i) with reference to re-appointment of a lay-off or a temporary 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 ceases to be employed due to health reasons or injury and is re-employed within a period of two (2) years, his period of employment for purposes of sick leave, special leave and vacation leave shall be considered as continuous employment.

- (h) "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.
- (i) "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.
- (j) "Dependent" means a person residing with an employee who is: the employee's spouse (including common-law); child, step-child, adopted child (who is under nineteen years of age and dependent upon the employee for support or being nineteen years or more and dependent upon the employee by reason of mental or physical infirmity); or any other relative of the employee's household who is wholly dependent upon the employee for support by reason of mental or physical infirmity.
- (k) "Employee" means a member of the bargaining unit.
- (l) "Employer" means the Municipality of Clyde River.
- (m) "Fiscal Year" means the period of time from April 1 in one year to March 31 in the following year.
- (n) "Grievance" means a complaint in writing that an employee, a group of employees or the Union submits to the Employer, or the Employer submits to the Union, to be processed through the grievance procedure.
- (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) "Lay-Off" means an employee whose employment has been terminated because of lack of work, lack of funding or discontinuance of a function.
- (q) "Leave of Absence" means absence from duty with the Employer's permission.
- (r) "Lieu time" means the equivalent leave with pay taken in lieu of cash payment.
- (s) "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 other levy.
- (t) "Overtime" means work performed by an employee before or after or in excess or outside of his usually scheduled hours of work.
- (u) "Permanent Part-time Employee" means a person employed by the Employer, whose scheduled hours of work are less than the normal hours of work scheduled in a day, week or month for full time employees.
- (v) "Probation" means a period of six (6) months on initial appointment or a period of four (4) 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 his former position.

- (w) "Project/Summer Casual Employee" means a person employed by the Employer for a period not exceeding four (4) months of continuous employment, not in an existing or new classification, funded through a short term contract with an outside agency. Project/Summer Casual Employees will not be entitled to benefits and will receive wages as stipulated in the funding contract.
  - (x) "Promotion" means the appointment of an employee to a new position, the rate of pay which exceeds that of his former position.
  - (y) "Rates of Pay"
    - (i) "Daily rate of pay" means an employee's hourly rate of pay multiplied by the employees daily hours of work as set out in Article 25;
    - (ii) "Weekly rate of pay" means an employee's daily rate of pay multiplied by five (5);
    - (iii) "Bi-weekly rate of pay" means an employee's daily rate of pay multiplied by ten (10)
    - (iv) "Annual rate of pay" means an employee's weekly rate of pay multiplied by 52.176;
    - (v) "Monthly rate of pay" means an employee's annual rate of pay divided by twelve (12).
  - (z) "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.
  - (aa) "Seniority" is defined as length of service with the Employer and shall be applied on a bargaining unit wide basis. Seniority shall be a prime factor applied in determining preference for promotions, transfers, lay-off and recall.
  - (bb) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion.
  - (cc) "Week" for the purposes of this Agreement shall be deemed to commence on Monday and terminate at midnight on Sunday.
  - (dd) "Union" means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union.
- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement if defined in the Labour Standards Act or in the Regulations made thereunder, the Interpretation Act or the Canada Labour Code have the same meaning as given to them in those Acts.
- 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.

### **ARTICLE 4 - HUMAN RIGHTS**

#### Freedom from Discrimination

- 4.01 The Employer, the Union, and the employees agree that there shall be no discrimination, interference, 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 their rights under this Agreement.
- 4.02 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.

#### Freedom from Harassment

- 4.03 “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.
- 4.04 “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.
- 4.05 “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 an employee’s job, undermine an employee’s ability to perform the job or threatens the economic livelihood of an employee. However, it shall not include the legitimate exercise of an individual’s supervisory power or authority.
- 4.06 Every employee is entitled to employment free of sexual harassment, personal harassment and abuse of authority.
- 4.07 The Employer will make every reasonable effort to ensure that no employee is subjected to harassment.
- 4.08 Complaints of 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.

- 4.09 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.
- 4.10 The Employer shall, after consulting with the Labour/Management Committee, issue a policy statement concerning 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 harassment.

#### Equal Pay for Work of Equal Value

- 4.11 The Employer agrees to recognize the principals of Equal pay for work of equal value regardless of the sex of the employee.

#### Freedom from 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 all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.
- 4.13 Every employee is entitled to employment free of workplace violence.
- 4.14 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 4.15 Whenever possible, no employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. The Employer shall make attempts to minimize the risk to employees and shall take appropriate remedial measures in such situations.
- 4.16 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.
- 4.17 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.
- 4.18 The Employer shall, after consulting with the Labour/Management Committee, issue a policy statement concerning workplace violence which substantially conforms to the provisions in the Article. The Employer shall make each person under the Employer's direction aware of this policy statement concerning workplace violence.

### **ARTICLE 5 - APPLICATION**

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

#### Part-time Employees

- 5.02 Part-time employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion as their weekly hours of work compared to the standard work week.

#### Agreement Costs

- 5.03 The Employer and the Union will share equally all the costs associated with the printing, translation and distribution of the Collective Agreement. The Union will facilitate said printing and distribution. If an Inuktitut version of the Collective Agreement is prepared, the English version shall govern.

#### Abandonment of Position

- 5.04 An employee who is absent without leave for a period of five (5) days shall be declared to have abandoned his position. The Labour/Management Committee may reinstate an employee who has abandoned his position.

### **ARTICLE 6 - CONFLICT OF PROVISIONS**

- 6.01 Where there is any conflict between the provisions of this Agreement and any policy dealing with terms and conditions of employment issued by the Employer the provisions of this Agreement shall prevail.

### **ARTICLE 7 - MANAGERIAL RESPONSIBILITIES**

- 7.01 Except to the extent provided in this Agreement, this Agreement in no way restricts the Employer in the management of the Municipality of Clyde River and the direction of its working force. Management shall exercise its rights in a manner which is fair, reasonable, and consistent with the terms of this Agreement.

### **ARTICLE 8 - STRIKES AND LOCKOUTS**

- 8.01 During the life of this Agreement, there shall be no interruption or impeding or work, work stoppage, strike, sit down, or any other interference with production by any employee or Employer, nor shall there be any lockouts by the Employer.

### **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 request and consider the advice of the Union prior to issuing such directives.

### **ARTICLE 10 - RESTRICTION ON 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 such business or employment is such that:

- (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 Employer personnel place the individual in a position where he can exploit the knowledge or information for personal gain.

#### **ARTICLE 11 - APPOINTMENT OF REPRESENTATIVE**

- 11.01 The Employer acknowledges the right of the Union to appoint employees as representatives. The Union will provide the Employer with the name of its representatives and alternates within a reasonable period.

#### **ARTICLE 12 - TIME-OFF FOR UNION BUSINESS**

##### Arbitration Hearings: Employee called as a Witness

- 12.01 The Employer will grant leave with pay to an employee called as a witness, by the Employer, before an Arbitrator and where operational requirements permit, leave with pay to an employee called as a witness by the Union.

##### Arbitration Hearing (Grievance)

- 12.02 The Employer will grant leave with pay to an employee who is a party to the grievance which is before an Arbitrator.

##### Employee who acts as a Representative

- 12.03 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

- 12.04 The Employer will grant leave with pay to a witness called by an employee who is a party to the grievance.

- 12.05 Where an employee and his representative are involved in the process of his grievance, he or they shall be granted reasonable time off.

##### Contract Negotiations Meetings

- 12.06 The Employer will grant leave with pay for three (3) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

##### Meetings Between Employee Organizations and Management

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

