

# **COLLECTIVE AGREEMENT**

Between

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

(as Represented by its Agent NUNAVUT EMPLOYEES UNION)

and

**HAMLET OF ARVIAT**

Effective From: April 1, 2007  
To: March 31, 2010

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 of work life, and to promote the well being of the employees. Accordingly, the parties are determined to establish and maintain, within the framework provided by law, an effective and 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) "Alliance" means the Public Service Alliance of Canada.
  - (b) "Allowance" means an amount payable to an employee in addition to the regular remuneration payable to that employee for work performed.
  - (c) "Bargaining Unit" means all employees of the Employer except the Senior Administration Officer, Assistant Senior Administration Officer, Municipal Works Foreman and Finance Officer.
  - (d) "Casual employee" means a person who works on a temporary or seasonal basis for a period not exceeding six months.
  - (e) "Committee" means the Labour/Management Committee.
  - (f) 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.
  - (g) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Hamlet;
  - (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.
  - (i) "Demotion" means the reassignment of an employee for reasons of inefficiency, or incompatibility to a function for which the maximum rate of pay is less than that of the former function.

- (j) "Dependant" means a person who is the employee's spouse (including common-law), child, stepchild, adopted child, foster child who is under eighteen years of age and dependent of him/her for support. A foster child must be living with the employee for a continuous period of at least two years and have filed a statutory declaration with the Employer.
- (k) "Employee" means a member of the bargaining unit.
- (l) "Employer" means the Hamlet of Arviat.
- (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, group of employees, or the Union submits to management, to be processed through the grievance procedure.
- (o) "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.
- (p) "Lay-Off" means the termination of employment of one or more employees for reasons of fiscal restraint, shortage of work, position or employee redundancy, program discontinuation, or any combination of these factors.
- (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 authorized in advance by the Employer to be undertaken and performed by an employee who is required to work in excess of his or her maximum regularly scheduled daily or weekly hours of work.
- (t) "Probation" means a period of six (6) months from the day upon which an employee is first appointed to the Hamlet of Arviat or a period of four (4) months after an employee has been transferred or promoted.
- (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.
- (v) "Rates of Pay"
  - (i) "weekly rate of pay" means an employee's hourly rate of pay multiplied by his regularly scheduled weekly hours of work;
  - (ii) "daily rate of pay" means an employee's hourly rate of pay multiplied by his regularly scheduled daily hours of work;
  - (iii) "hourly rate of pay" means the rate of pay established for the employee's position as provided in Appendix "A" to this Agreement;

- (iv) "bi-weekly rate of pay" means an employee's weekly rate of pay multiplied by two (2).
  - (w) "Representative" means an employee who has been elected or appointed as an area steward or who represents the Union at meetings with management and who is authorized to represent the Union.
  - (x) "Seniority" means length of continuous service with the Employer.
  - (y) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion and that does not involve a change in pay.
  - (z) "Union" means the Public Service Alliance of Canada as represented by its agent 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 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 female 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 regular employees shall be entitled to the benefits to which they are entitled under the provisions of the Collective Agreement applied on a pro rata basis.

**ARTICLE 5**  
**CONFLICT WITH AGREEMENT PROVISIONS**

- 5.01 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 only to the extent that the matter giving rise to the conflict is specifically addressed within the agreement, unless the Employer is compelled by law to issue and enforce such regulation, direction of other instrument.

**ARTICLE 6**  
**HUMAN RIGHTS**

**DISCRIMINATION**

- 6.01 The Union, the Employer and the employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised 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.

**FREEDOM FROM HARASSMENT**

- 6.02 The Employer, the employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from unwanted personal harassment, sexual harassment or abuse of authority, and agree that any of the aforementioned actions will not be tolerated in the workplace.

**Definitions**

- 6.03 "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.
- 6.04 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature:
- (a) that might reasonably be expected to cause offence or humiliation; or
  - (b) that might reasonably be perceived as placing a condition of a sexual nature on employment or on an opportunity for training or promotion.

- 6.05 "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.

#### Procedure

- 6.06 Any level in the grievance procedure may be waived if a person hearing the grievance is the subject of the complaint.
- 6.07 Grievances under this Article will be handled with all possible confidentiality and dispatch by the Union and the Employer.
- 6.08 An alleged offender shall be given notice of the substance of a complaint under this Article and shall be given notice of and be entitled to attend, participate in, and be represented at any grievance hearing or any adjudication under this Agreement.

#### FREEDOM FROM WORKPLACE VIOLENCE

- 6.09 "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 behaviour of a physical or emotional nature.
- 6.10 All employees of the Employer are entitled to employment free of workplace violence.
- 6.11 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence. The employees agree to support and cooperate with the Employer in its efforts to prevent workplace violence.
- 6.12 No employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties. Where employees have concerns about performing work at any worksite, they shall report those concerns to the Employer.
- 6.13 Complaints of workplace violence may be brought to the attention of the Senior Administrative Officer. Employees may be assisted by the Union in making a complaint.
- 6.14 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.

#### ARTICLE 7 STRIKES AND LOCKOUTS

- 7.01 During the duration of the Collective Agreement, and thereafter until it is renewed, replaced or until the bargaining unit is in a legal strike position, there shall be no

stoppage, interruption, or impeding of work including study sessions, sit-downs, slow-downs, or strike action by any employee.

- 7.02 Where the Bargaining Unit is not in a legal strike position, the Employer may discipline any employee who takes part in any such action.

**ARTICLE 8**  
**MANAGERIAL RIGHTS/RESPONSIBILITIES**

- 8.01 Except where expressly provided for in this agreement, the Employer is unrestricted in its capacity to discharge its managerial functions in relation to the operation of the Hamlet.
- 8.02 The employer shall exercise its rights in a manner which is fair, reasonable, without discrimination and consistent with this collective agreement.

**ARTICLE 9**  
**EMPLOYERS DIRECTIVES**

- 9.01 The Employer shall provide a copy of all personnel directives, including those which are intended to clarify or interpret the provisions of the Collective Agreement, to the Union.

**ARTICLE 10**  
**UNION ACCESS TO EMPLOYER PREMISES**

- 10.01 Upon reasonable notice, the Employer shall permit access to its work premises by an accredited representative of the Union at such time as is reasonable to the Employer.

**ARTICLE 11**  
**APPOINTMENT OF REPRESENTATIVES**

- 11.01 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 the Bargaining Unit.

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

Arbitration Hearing

- 12.01 At the Union's request the Employer will grant leave with pay to any employee whose presence is essential to representation of the Union before an Arbitration hearing.

Employee Called as a Witness

- 12.02 The Employer will grant leave with pay to a witness called by an employee who is party to the grievance for the actual time that an employee is required as a witness.
- 12.03 Where an employee and his representative are involved in the process of investigation, preparing, and initial presentation of his/her grievance, they each will be granted leave with pay to a maximum of two working days.
- 12.04 The Employer shall grant leave with pay to two employee representatives for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.
- 12.05 The Employer will grant leave with pay to employees who have been invited to attend a meeting with management as representatives of the Union.
- 12.06 Where operational requirements and circumstances permit leave without pay for a maximum of 10 working days in any fiscal year will be granted for the conduct or transaction of any and all union business. Such leave shall not be unreasonably denied.
- 12.07 Any employee holding an elected position in the Union shall be granted leave without pay reimbursable to the employer for the length of time necessary to perform the duties of the position.

Leave for Elected Officers

- 12.08 Employees elected to full-time paid positions with the Nunavut Employees Union, or as PSAC Regional Executive Vice-President for the North, shall be granted a leave of absence for the term of office. The employee's seniority shall be maintained but will not accrue during the leave of absence. At the conclusion of the leave of absence, the employee will return to the same or a comparable position to that which he held at the commencement of the leave. Sick leave credits earned prior to the leave will be credited to the employee and other applicable benefits will be reinstated with the Employer.

The Employer shall continue to pay to such employees their applicable salaries and benefits in accordance with the terms of the Collective Agreement. Upon invoice by the Hamlet, the Union shall reimburse the Employer for all associated costs.

**ARTICLE 13**  
**CHECK OFF**

- 13.01 The Employer will, as a condition of employment, deduct an amount equal to the amount of membership dues from the pay of all employees in the Bargaining Unit.
- 13.02 The Union shall inform the Employer in writing of the authorized rate of deduction to be checked off for each employee within the Bargaining Unit. Where the Union serves the Employer notice of a dues increase during the life of the Collective Agreement, the dues

