

**COLLECTIVE AGREEMENT**

BETWEEN

**HAMLET OF POND INLET**

AND

**PUBLIC SERVICE ALLIANCE OF CANADA**

as represented by its component

**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 reasonable measures are provided for the safety and occupational health of the employees.
- 1.02 The parties to this Agreement share a desire to create and maintain a working environment in which both the employees and the Employer can ensure that the citizens of Pond Inlet will be efficiently and effectively served.

ARTICLE 2 - Interpretation and Definitions

- 2.01 For the purpose of this Agreement:
- (a) “Abandonment of position” means an employee has severed his employment with the Employer, except in extenuating circumstances, if he has not, directly or indirectly, contacted his Employer and he is absent without leave from work for a period of five (5) working days;
  - (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 Pond Inlet excluding the Senior Administrative Officer, the Senior Assistant Administrative Officer, the Hamlet Foremen, and casual employees;
  - (f) “Casual employee” means an employee who is employed for work of a temporary nature not to exceed four (4) 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 represents 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

- (i) with reference to reappointment of a laid off employee, 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 for a reason other than dismissal, resignation, abandonment of position or rejection on probation, and is re-employed within a period of six (6) months, his periods of employment for purposes of pension, sick leave, vacation leave entitlement and vacation travel benefits shall be considered as 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 to a new position with a rate of pay which is less than that of his former position;
  - (k) "Employee" means a person employed by the Employer who is a member of the Bargaining Unit and includes;
    - (i) "full time employee" which means a person employed on a continuing basis for an indeterminate period.
    - (ii) "Part-time employee" which means an employee who is employed on a continuing basis for less than a standard work day, work week or work month for an indeterminate period;
  - (l) "Employer" means the Hamlet of Pond Inlet;
  - (m) "Fiscal year" means the period of time from April 1 of one year to March 31 of the following year;
  - (n) "Grievance" means a difference which arises between the Union and the Employer and/ or between an employee and the Employer relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable; disciplinary action resulting in demotion, suspension or financial penalty; dismissal; and letters or notations of discipline placed on an employee's personnel file;
  - (o) "Holiday" means the twenty-four (24) hour period commencing at 12 o'clock midnight at the beginning of a day designated as a paid holiday in this Agreement;
  - (p) "Layoff" means the termination of employment including a termination of employment because of lack of work, lack of funding or because of the discontinuance of a function.

- (q) “Leave of absence” means absence from duty with the Employer’s permission;
- (r) The expression “may” is permissive and the expressions “shall” and “will” are imperative;
- (s) “Membership Fees” means the fees established pursuant to the By-Laws of the Union as fees payable by the members of the Bargaining Unit, and shall not include any levies, assessments, initiation fees or other deductions;
- (t) “Overtime” means work performed by an employee in excess or outside of his regularly scheduled hours of work;
- (u) “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;
- (v) “Promotion” means the appointment of an employee to a new position with a rate of pay which exceeds that of his former position;
- (w) “Rates of Pay”:
  - (i) “daily rate of pay” means an employees hourly rate of pay, as set out in Appendix A, multiplied by the employee regular daily hours of work;
  - (ii) “weekly rate of pay” means an employee’s daily rate of pay multiplied by five;
- (x) “annual rate of pay” means an employee’s weekly rate of pay multiplied by 52.176.
- (y) “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;
- (z) “Seniority” means length of service with the Employer;
- (aa) “Transfer” means the appointment of an employee to another position that does not constitute a promotion or demotion;
- (bb) “Union” means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union.
- (cc) “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, Labour Standards Act or the Canada Labour Code Part I, shall have the same meaning as given to them in the Act or Code.

### Number and Gender

- 2.03 Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement, the same shall be construed as meaning the singular, plural, masculine, feminine, or neuter where the fact or context requires this and with regard to the provisions of this agreement..

### ARTICLE 3 - Recognition and Human Rights

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the Bargaining Unit as described in Certification Order No. 7950-U issued by the Canada Industrial Relations Board dated November 30, 2000.
- 3.02 The Employer shall advise prospective employees for Bargaining Unit positions that the workplace is unionized.
- 3.03 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, nationality, ethnic origin, place of origin, creed, religion, age, mental or physical disability (except for employment equity purposes), sex, sexual orientation, gender identity, pregnancy , lawful source of income, marital status (including common-law relationships), 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.
- 3.04 The Employer shall make every reasonable effort to find alternate employment for an employee who becomes mentally and/ or physically disabled.

### Freedom from Harassment

- 3.05 The Employer is committed to promoting a work environment which is free from personal harassment, sexual harassment, workplace violence or abuse of authority. 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

- 3.06 “Personal Harassment” is any unwarranted behaviour in the work environment by any person that is directed at and is offensive to an individual or endangers an individual’s job, undermines the performance of that job, or threatens the economic livelihood of the individual. Such behaviour may take the form of the application of force, threats, verbal abuse, or harassment of a personal nature, which demeans, belittles or causes personal humiliation or embarrassment to recipient(s).

### Freedom from Sexual Harassment

- 3.07 “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 any opportunity for training or promotion;
  - (c) That detrimentally affects the work environment or leads to adverse job related consequences for the victim of the harassment and includes, but is not limited to, verbal abuse, unwelcome remarks, jokes and innuendoes about one's body or attire, displaying of pornographic pictures, practical jokes which cause awkwardness or embarrassment, unwelcome invitations or requests, leering, unnecessary physical contact such as touching, patting or pinchings or physical assault.
  - (d) "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.
- 3.08 All employees of the Hamlet are entitled to employment free of sexual harassment.
- 3.09 The Employer will make every reasonable effort to ensure that no employee is subjected to sexual harassment. The employees agree to support and cooperate with the Employer in its efforts to prevent sexual harassment.
- 3.10 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.
- 3.11 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.
- 3.12 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

- 3.13 "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.
- 3.14 All employees of the Hamlet are entitled to employment free of workplace violence.

- 3.15 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.
- 3.16 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.
- 3.17 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.
- 3.18 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.
- 3.19 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 4 - Application

- 4.01 The provisions of this Agreement apply to the Union, the employees, and the Employer.
- 4.02 Failure to follow any of the provisions of the Agreement by the Employer shall not constitute a waiver of that provision of the Agreement and shall not be relied upon to create an estoppel.

#### 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 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.

#### Conflict of Provisions

- 5.02 Where there is any conflict between the provisions of this Agreement and any direction or policy 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 direction or policy.

