

**COLLECTIVE BARGAINING**

BETWEEN:

**MUNICIPALITY OF QIKIQTARJUAQ**

("Employer")

AND:

**PUBLIC SERVICE ALLIANCE OF CANADA**

("Alliance")

(as represented by its agent, Nunavut Employees Union)

**JANUARY 1, 2009 – MARCH 31, 2011**

**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 promote the 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, with the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

**ARTICLE 2: TERM OF THE COLLECTIVE AGREEMENT**

- 2.01 The term of this Agreement shall be from January 1, 2009 to March 31, 2011.
- 2.02 Notwithstanding Article 2.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 40 shall remain in effect during the negotiations for its renewal, and until either a new collective agreement becomes effective, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met.
- 2.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49 of the *Canada Labour Code*.
- 2.04 Where notice to bargain collectively has been given under Article 2.03, the Employer shall not alter the rates of pay or any term or condition of employment or any right or privilege of the Employees, or any right or privilege of the Union until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met, unless the Union consents to the alteration of such a term of condition, or such a right or privilege.

**ARTICLE 3: DEFINITIONS**

- 3.01 (a) "Abandonment of Position" means an Employee is absent without leave and has not contacted the Employer for four (4) consecutive shifts, except where the Employee is stranded outside Qikiqtarjuaq because of weather conditions and is unable to contact the Employer before or during the absence directly or indirectly;

- (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 Municipality of Qikiqtarjuaq excluding the Senior Administrative Officer, Director of Finance and the Foreman;
- (f) "Basic Rate of Pay" shall mean the incremental step in the salaries appendix applicable to an Employee in accordance with the terms of this Collective Agreement;
- (g) "Casual Employee" means a person who:
  - (i) is hired for work of a temporary nature not exceeding six (6) months full-time equivalency in duration unless agreed otherwise by the parties;
  - (ii) is not regularly scheduled but works on a call basis; and/or scheduled to relieve in the case of absences for illness, injury, leaves of absence and/or vacation of other Employees;

Except as provided above, a Casual Employee will not be used to reduce the hours of work of, or replace, an Employee.

Except where stated to the contrary within the applicable Article, the following provisions of the Collective Agreement will not apply to the Casual Employee:

- Northern Allowance
- Pension
- Benefits
- Lay Off and Recall
- Sick Leave
- Special Leave
- Leave – General
- Designated Paid Holidays
- Annual Vacation
- Other Types of Leave
- Short-term Leave for Training Purposes
- Seniority
- Ultimate Removal
- Relocation Expenses on Initial Appointment

- (h) "Committee" means the Labour/Management Committee;
- (i) 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;
- (j) "Continuous Employment" and "Continuous Service" shall mean the period of employment commencing on the latest date of employment that is not interrupted by termination or dismissal;
- (k) "Council" means Council of Municipal Corporation of Hamlet of Qikiqtarjuaq;
- (l) "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;
- (m) "Dependant" means a person residing with the Employee who is:
  - (i) that Employee's spouse, including common-law spouse;
  - (ii) child, including step-child and adopted child, who
    - (1) is under nineteen (19) years of age and dependent upon him for support,  
or
    - (2) being nineteen (19) years of age or more and dependent upon him by reason of mental or physical infirmity;
  - (iii) a relative of the Employee residing in the Employee's household who is wholly dependent upon the Employee for support by reason of mental or physical infirmity.
- (n) "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.
- (o) "Employee" shall mean a member of the Bargaining Unit.
  - (i) "Permanent Part-time Employee" shall mean a person employed on a continuing basis for less than the standard work day, week or month **and**
    - (a) for outside workers is working 40 hours or more per week;
    - (b) for office workers is working 37.5 hours or more per week;
  - (ii) "Term Employee" shall mean an Employee hired for a term with a defined commencement and termination date.

Except where stated to the contrary with the applicable Article, the following provisions of the Collective Agreement will not apply to Term Employees:

Pension  
 Benefits  
 Designated Paid Holidays  
 Annual Vacation  
 Ultimate Removal  
 Relocation Expenses on Initial Appointment  
 Short-term Leave for Training Purposes  
 Seniority

- (p) “Employer” means the Municipality of Qikiqtarjuaq;
- (q) “Fiscal year” means the period of time from April 1 of one year to March 31 of the following year.
- (r) “Grievance” means a complaint in writing that an Employee, group of Employees, or the Union submits to the Employer, or a complaint in writing that the Employer submits to the Union to be processed through the grievance procedure;
- (s) “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;
- (t) “Leave of absence” means absence from duty with the Employer’s permission;
- (u) “Lieutime” means the equivalent leave with pay taken in lieu of cash payment;
- (v) The expression “may” is permissive and the expressions “shall” and “will” are imperative.
- (w) “Membership fees” means the fees established pursuant to the By-Laws of the Union as fees payable by the members of the Bargaining Unit.
- (x) “Overtime” means work performed by an Employee in excess of his regularly scheduled hours of work, with the prior approval of the Employer;
- (y) “Probation” means a period of six (6) months from the day upon which an Employee is first appointed to the Hamlet. The Probation may be extended by an additional period of time not exceeding three (3) months. If the Employee does not successfully complete his probation period, his employment may be terminated in a manner consistent with Article 17;
- (z) “Promotion” means the appointment of an Employee to a new position with a rate of pay which exceeds that of his former position.

- (aa) "Rates of Pay":
- (i) "weekly rate of pay" means an Employee's annual salary divided by 52.176;
  - (ii) "daily rate of pay" means an Employee's weekly rate of pay divided by five (5);
  - (iii) "hourly rate of pay" means the rate established in the rates of pay schedules;
- (bb) "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.
- (cc) "Seasonal Employee" is a permanent Employee hired on a recurring basis subject to the operational requirements of the Employer.
- (a) The Seasonal Employee will be treated as a Permanent Full-Time Employee in relation to the following Articles:
    - Designated Paid Holidays
    - Sick Leave
    - Special Leaves
    - Northern Allowance
- (dd) "Senior Administrative Officer" "SAO" means the Employee appointed by Council pursuant to the provisions of the *Hamlets Act* to oversee the day-to-day activities of the Hamlet;
- (ee) "Straight-time rate" means the hourly rate of pay;
- (ff) "Transfer" means the appointment of an Employee to a new position that does not constitute a promotion or demotion;
- (gg) "Union" means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union.

3.02 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, neuter or body corporate where the fact or context requires this and with regard to the provisions of this Agreement.

3.03 Except as otherwise provided in this Agreement, expressions used in this Agreement:

- (a) if defined in the *Labour Standards Act*, or in the Regulations thereof, have the same meaning as given to them in the *Labour Standards Act*; and

- (b) if defined in the *Interpretations Act*, but not defined elsewhere in this Agreement or in the *Labour Standards Act*, or in the Regulations thereof, have the same meanings as given to them in the *Interpretations Act*.

#### **ARTICLE 4: RECOGNITION**

- 4.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees as described in the Certification Order No. 9459-U issued by the Canadian Industrial Relations Board dated 30<sup>th</sup> day of April, 2008.
- 4.02 The Employer shall advise prospective Employees that the workplace is unionized.

#### **ARTICLE 5: HUMAN RIGHTS**

##### Freedom from Discrimination

- 5.01 The Union, the Employer, 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, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, political affiliation, conviction for an offence for which a pardon has been granted, or union membership or activity or exercising their rights under the Agreement.
- 5.02 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.

##### Equal Pay for Equal Work

- 5.03 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

- 5.04 "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;

- 5.05 The Employer will make every reasonable effort to ensure that no Employee is subjected to sexual harassment.
- 5.06 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.
- 5.07 Complaints of sexual harassment shall be brought to the attention of the Senior Administrative Officer. An Employee may be assisted by the Union in making a complaint. If the Senior Administrative Officer is the subject of the complaint, it will be brought to the attention of the Finance, Legislation and Administration Committee Council (excluding the Senior Administrative Officer).
- 5.08 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.

#### Freedom from Workplace Violence

- 5.09 "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 behaviours of a physical or verbal nature.
- 5.10 The Employer will make every reasonable effort to ensure that no Employee is subjected to workplace violence.
- 5.11 No Employee shall be required to perform work at any worksite under circumstances of workplace violence by third parties.
- 5.12 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.
- 5.13 Complaints of workplace violence shall be brought to the attention of the Senior Administrative Officer. An Employee may be assisted by the Union in making a complaint. If the Senior Administrative Officer is the subject of the complaint, it will be brought to the attention of the Finance, Legislation and Administration Committee of Council (excluding the Senior Administrative Officer.)
- 5.14 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.

### Religious Observance

- 5.15 An Employee may, in accordance with the provisions of this Agreement, request annual leave, lieu time, or leave without pay in order to fulfill his/her religious obligations.
- 5.16 At the request of the Employee and at the discretion of the Employer, time off with pay may be granted to the Employee in order to fulfill his/her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of sixty (60) days, at times agreed to by the Employer. Hours worked as a result of time off granted under this Article shall not be compensated. If the Employee fails to make up the required hours within the sixty (60) days, pay for those hours shall be deducted from his next pay cheque.

## **ARTICLE 6: MANAGEMENT RIGHTS**

- 6.01 Management reserves all rights not specifically restricted in this Collective Agreement.
- 6.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) maintain order, discipline, efficiency, and to make, alter, and enforce, from time to time, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
  - (b) direct the working force and to create new positions and to determine the number of Employees, if any, needed from time to time in any position, and to determine whether or not a position will be continued or declared redundant;
  - (c) hire, promote, classify, transfer within the same site, lay off and recall Employees; and
  - (d) demote, discipline, suspend, or discharge.
  - (e) Subject to the above not being in conflict with the Collective Agreement.

## **ARTICLE 7: APPLICATION**

- 7.01 The provisions of this Agreement apply to the Union, the Employees, and the Employer.

## **ARTICLE 8: FUTURE LEGISLATION**

8.01 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

8.02 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 9: STRIKES AND LOCKOUTS**

9.01 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.

9.02 Any Employee who participates in any interruption or impeding of work, work stoppage, strike, sit-down, or any other interference with production may be disciplined.

## **ARTICLE 10: EMPLOYER DIRECTIVES**

10.01 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 this Agreement.

## **ARTICLE 11: RESTRICTION ON OUTSIDE EMPLOYMENT**

11.01 Subject to Article 11.02, an Employee can carry on any business or employment outside his regularly scheduled hours of duty without interference from the Employer.

11.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when:

- (a) a conflict of duties may develop between an Employee's regular work and his outside interests; and

