

COLLECTIVE AGREEMENT

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA

AS REPRESENTED BY ITS AGENT

NUNAVUT EMPLOYEES UNION

AND

HAMLET OF REPULSE BAY

Effective: April 1, 2007
Expires: March 31, 2011

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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 Hamlet of Repulse Bay 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) "Abandonment of position" occurs when, absent extenuating circumstances, an employee is absent for work and does not contact the Employer for a period of five (5) consecutive 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 Repulse Bay excluding **the Senior Administrative Officer, and the Assistant Senior Administrative Officer.**
 - (f) "Casual Employee" means a person employed by the employer for work of a temporary nature.
 - (g) "Continuous employment" and "Continuous Service" means uninterrupted service with the Hamlet and with reference to reappointment of a layoff 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.
 - (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) "Dependant" means a person residing with the employee who is the employee's spouse (including common-law), child, stepchild, adopted child who is under nineteen years of age and dependent upon him/her for support or being nineteen years of age or more and dependent upon him/her by reason of mental or physical infirmity or any other relative of the employee's household who is wholly dependent upon him/her for support by reason of mental or physical infirmity.
- (k) "Double time" means twice the straight time.
- (l) "Employee" means a member of the bargaining unit.
- (m) "Employer" means the Hamlet of Repulse Bay.
- (n) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.
- (o) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits to the Employer, or the Employer submits to the President of the Union to be processed through the grievance procedure.
- (p) "Hamlet" and "Hamlet Council" means the Hamlet of Repulse Bay.
- (q) "**Designated Paid 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.
- (r) "Layoff" means an employee whose employment has been terminated because of lack of work or lack of funding.
- (s) "Leave of Absence" means absence from duty with the Employer's permission.
- (t) "Manager" means the Senior Administrative Officer.
- (u) "May" shall be regarded as permissive and "Shall" and "Will" as imperative
- (v) "Membership Fees" means the fees established pursuant to the By-Laws of the Public Service Alliance of Canada as the fees payable by the members of the Bargaining Unit **and shall not include any initiation fee, insurance premium or any other levy.**
- (w) "Overtime" means work performed by an employee before or after or in excess or outside of his regularly scheduled hours of work. **For part-time employees, overtime means all hours worked in excess of the regular hours of work for a full-time employee in the same position.**
- (x) "Part Time Employee" means an employee who has been appointed to a position for which the hours of work on a continuing basis are less than the standard work day or work week.
- (y) "**Probation**" means a period of 6 (six) months from the day upon which an employee is first appointed to the Hamlet or six (6) months on promotion or transfer.

- (z) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position.
- (aa) "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;
- (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) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion.
- (dd) "Straight time rate" means the hourly rate of remuneration.
- (ee) "Time and one-half" means one and one-half times the straight time rate.
- (ff) "Union" means the Public Service Alliance of Canada as represented by its agent Nunavut Employees Union.
- (gg) "Week" for the purposes of this Agreement shall be deemed to commence at 12 midnight on Sunday and terminate at 12 midnight on the following Sunday.

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

- (a) if defined in the Labour Standards Act or in the Regulations made thereunder, have the same meaning as given to them in that Act; and,
- (b) if defined in the Interpretation Act, but not defined in the Act mentioned in paragraph (a), 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 **feminine** gender unless any provision of this Agreement otherwise specifies.

ARTICLE 3 - RECOGNITION

3.01 "The Employer recognizes the Union as exclusive bargaining agent for all employees in Bargaining Unit."

3.02 The Employer will advise prospective employees that the Hamlet of Repulse Bay is a unionized work place.

ARTICLE 4 - HUMAN RIGHTS

Discrimination

- 4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age, sex, race, creed, colour, ancestry, ethnic origin, citizenship, place of origin, national origin, religion, political or religious affiliation, pregnancy, marital status, (including common-law relationships), family status, sexual orientation, lawful source of income, criminal offence for which a pardon has been granted, mental or physical disability (except for employment equity programmes), by reason of Union membership or activity or activity nor be exercising their rights under the Collective Agreement.

Freedom from Workplace Violence

- 4.02 "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, **abuse of authority**, intimidation and intrusive behaviours of a physical or emotional nature.
- 4.03 Every employee is entitled to employment free of workplace violence.
- 4.04 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 4.05 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.
- 4.06 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 workplace violence.
- 4.07 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.
- 4.08 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.
- 4.09 The Employer shall, after consulting with the Labour Management Committee, 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 5 - APPLICATION

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

Future Legislation

- 5.02 In the event that any law passed by Parliament or Nunavut Legislative Assembly, renders null and void or alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Agreement shall be reopened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute of equal value for the annulled or altered provision. Any dispute arising from such negotiations may be referred to arbitration by either party.

Conflict of Provisions

- 5.03 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.

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, slowdown, or any other interference with production by any employee or employees during the life of this Agreement.
- 6.02 Any employee who participates in any interruption or impeding of work, work stoppage, strike, sitdown, slowdown, or any other interference with production during the life of this Agreement, may be disciplined by the Employer.

ARTICLE 7 - MANAGERIAL RESPONSIBILITIES

- 7.01 Management shall exercise its rights in a manner that is fair, reasonable and consistent with the terms of this Agreement.

ARTICLE 8 - OUTSIDE EMPLOYMENT

- 8.01 Subject to clause 8.02, an employee can carry on any business or employment outside his regularly scheduled hours of duty without interference from the Hamlet.
- 8.02 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 Hamlet of Repulse Bay personnel place the individual in a position where he can exploit the knowledge or information for personal gain.

ARTICLE 9 - EMPLOYER POLICIES

- 9.01 The Employer shall provide the Union with a copy of all personnel **policies**. Where the Employer proposes to issue a personnel **policy** which is intended to clarify the interpretation or application of the Agreement, the Employer shall **consult with** the Union prior to issuing the **policy**.

ARTICLE 10 - ALLIANCE ACCESS TO EMPLOYER PREMISES

- 10.01 Upon reasonable notification the Employer shall permit access to its work premises of an accredited representative of the Union. Permission to enter the Employer's premises shall not be unreasonably denied.

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 name of its representative and alternates within a reasonable period.

ARTICLE 12 - TIME OFF FOR ALLIANCE BUSINESS

Conciliation or Arbitration Hearings (Disputes)

- 12.01 The Employer will grant leave with pay to one (1) employee representing the Union before a Conciliation or Arbitration Board hearing;

Employee called as a Witness

- 12.02 The Employer will grant leave with pay to an employee called as a witness before a Conciliation or Arbitration Board hearing and where operational requirements permit, leave with pay to an employee called as a witness by the Union.

Arbitration Hearing (Grievance)

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

Employee who acts as a Representative

- 12.04 Where operational requirements permit, 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

- 12.05 Where operational requirements permit, the Employer will grant leave with pay to a witness called by an employee who is a party to the grievance.

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

(a) when the discussions take place in the Hamlet of Repulse Bay, leave with pay, and;

(b) when the discussions take place outside the Hamlet of Repulse Bay, leave without pay.

Contract Negotiations Meetings

12.07 The Employer will grant leave with pay for two (2) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

Preparatory Contract Negotiations Meetings

12.08 When operational requirements permit, the Employer will grant leave with pay for two (2) employees to attend a reasonable number of preparatory negotiations meetings.

Meetings Between Employee Organizations and Management

12.09 When operational requirements permit, the Employer will grant time off with pay to two (2) employees who are meeting with management on behalf of the Union.

Employee Organization Executive Council Meetings, Congress and Conventions

12.10 When operational requirements permit, the Employer will grant reasonable leave without pay to a reasonable number of employees to attend executive council meetings and conventions of the Public Service Alliance, Nunavut Employees Union, the Canadian Labour Congress and Northern Territories Federation of Labour.

Representatives Training Course

12.11 When operational requirements permit, the Employer will grant reasonable leave without pay to employees who exercise the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative.

Time Off for Representatives

12.12 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.

12.13 The Representative shall make every reasonable effort to report back to his supervisor before resuming his normal duties.

12.14 When operational requirements permit, and upon reasonable notice, the Employer will grant leave without pay for one (1) employee:

- (a) to participate as a delegate to constitutional conferences or other similar forums mandated by Federal or Territorial legislation; and
- (b) to present briefs to commissions, boards and hearings that are mandated by Territorial legislation or the Federal Government.

Leave for Elected Officers

12.15 Employees elected to the positions of President, First Vice-president, Second Vice-President, Regional Vice-President of Nunavut Employees Union, or PSAC National Director for the North shall be granted a leave of absence for the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Agreement.

