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COLLECTIVE BARGAINING

PURPOSE


1. The Employer has a duty to bargain with the employees' associations in good faith.

APPLICATION


2. These guidelines and procedures apply to all bargaining unit employees of both the Nunavut Teachers Association and the Nunavut Employees Union.

DEFINITIONS

3. **Collective Bargaining** is the method used to determine wages, hours and other conditions of employment through direct negotiations between the Employees Association/Union and the employer. The result of collective bargaining is a written agreement, which covers all employees in the bargaining unit.
4. **Bargaining Agent** means an employees' association incorporated by an Act as the bargaining agent for the employees in a bargaining unit.
5. **Bargaining Unit** means a unit of employees established by the *Nunavut Public Service Act* for the purpose of collective bargaining.
6. **Collective Agreement** means an agreement in writing entered into, pursuant to Sections 41 and 42 of the *Nunavut Public Service Act*, between the Government of Nunavut and an employees' association respecting terms and conditions of employment and related matters.
7. **Day/Days** means calendar days not working days.
8. **Emergency Situation** means an emergency as reasonably determined by the Minister of Human Resources.
9. **Employee**, for the purpose of the collective bargaining process, means an employee who is a member of a bargaining unit.
10. **Employer** refers to the Government of Nunavut.

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11. **Essential Services** means services that are necessary to ensure a continuation of minimal service.
- (1) to protect the health and safety of the public;
 - (2) to prevent destruction or serious deterioration of machinery, equipment or premises; or
 - (3) to prevent disruption of the administration of the courts,
- and includes services provided by the most senior employee at each power plant who has responsibility for the on-site operation of the plant.
12. **Essential Services Agreement** means an agreement referred to in subsection 41.02(2) of the *Nunavut Public Service Act* and shall be deemed to include any award made by an arbitrator under subsection 41.02(7) of the *Nunavut Public Service Act*.
13. **Financial Management Board** (FMB) means the committee of the Executive Council known as the Financial Management Board, established by subsection 3(1) of the *Financial Administration Act*.
14. **Mediation** is a process that allows parties to have the assistance of a third party in trying to reach agreement.
15. **Memorandum of Agreement** refers to the various clauses agreed to during the negotiation process and forming the ruling document from which the collective agreement is later drafted.
16. **Memorandum of Understanding** means an agreement signed by both parties to a collective agreement, intended to clarify the meaning, application or administration of items included in the collective agreement.
17. **Parties** refers to the Employer, a bargaining agent and the employees.
18. **Strike** means a cessation of work or a refusal to work or to continue to work by employees, in combination, in concert or in accordance with a common understanding.
19. **Teacher** means an employee who possesses a valid Nunavut Teaching Certificate and includes Classroom Teachers, Aboriginal Language and Cultural Specialists, Part-time teachers, Grade Co-coordinators, Subject


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Coordinators, Teacher Consultants, Curriculum Specialists, Assistant Principals and Principals.

20. **Work Stoppage** means any cessation of normal business operations resulting from a strike.

PROVISIONS

21. The Minister of Human Resources is charged with the responsibility for negotiating collective agreements. The employer or the Nunavut Employees' Association or the Nunavut Teachers Association will notify the other party in writing to commence bargaining collectively. This notice is usually given several months in advance of the expiry of the collective agreement.
22. Under the terms of the *Nunavut Public Service Act* bargaining for the Collective Agreement must begin within 60 days from the date the notice to commence bargaining was given, or by a date set by the parties.
23. Under the terms of the *Nunavut Public Service Act* bargaining for the Essential Services Agreement must begin within 20 days from the date notice was given to commence bargaining, or by a date set by the parties.
24. Sections 41 and 42 of the *Nunavut Public Service Act* govern collective agreements. The provisions of the Act bar certain matters from negotiation; collective agreements cannot deal with rents payable by employees to the Government or payments related to rentals from persons other than the Government; the terms of the collective agreement cannot alter or eliminate terms of employment if this requires an amendment to legislation.
25. Where notice to bargain has been served, any term or condition of employment in force at the time remains in force for employees in that bargaining unit until:
- (1) a new collective agreement that applies to the bargaining unit is signed; or
 - (2) the following conditions have been met:
 - 21 days have elapsed since a mediator was appointed under section 41.1 of the *Nunavut Public Service Act*,

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- an essential services agreement is in effect; and
- there is no longer a collective agreement in effect applying to the bargaining unit.

Essential Service Agreement Negotiations

26. The Department of Human Resources sends out a call letter to Departments and Agencies asking for a list of positions, with rationales, which in the opinion of the Departments should be declared Essential or Emergency in the event of a strike.
27. The Department of Human Resources in consultation with the Departments and Agencies, develops a proposal identifying all of the positions to be declared essential or emergency.
28. The Department of Human Resources, on behalf of the employer, and the Union exchange proposals and negotiate in an effort to reach an essential services agreement. Representatives from the Departments, Boards and Agencies may be called upon by the negotiating team to clarify the rationale for certain essential services requests.
29. If the employer and the union are unable to negotiate a complete agreement, an Arbitrator is selected to provide a ruling on the positions the parties have not been able to come to agreement.
30. Once an Essential Services Agreement is made the Department of Human Resources advises each Department of the results. The Department then notifies each employee in the bargaining unit, who under the agreement, is required to work during a strike and shall indicate in the notice whether the employee is required to work to provide essential services or to respond to an emergency situation.

Collective Agreement Negotiations

31. The Department of Human Resources sends out a call letter to departments asking for their concerns and suggestions, to use in the formulation of proposals.
32. The FMB provides the mandate for bargaining and the Government's bargaining proposals are based on this mandate.

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33. The two parties to the collective agreement prepare and exchange bargaining proposals containing those items they would like changed or included in the collective agreement. The parties then negotiate and try to reach agreement.
34. If the parties are unable to reach an agreement to renew the collective agreement, they submit the issues in dispute to mediation. The mediator meets with the parties and tries to assist them in reaching an agreement.
35. If the parties are able to reach a negotiated settlement alone, or through mediation they recommend the proposed changes to their principals. The Government bargaining team seeks the ratification of the FMB and the Union or Association holds a ratification vote for their members. If the proposed changes are ratified by both parties a new agreement is printed and distributed to the members of the bargaining unit.
36. If the parties are unable to negotiate an agreement, either alone or with the assistance of a mediator, the employer may change the terms and conditions of employment and the members of the bargaining unit may strike. Both of these courses of action are conditional on 21 days having elapsed from when a mediator was appointed, an essential services agreement being in effect, and there is no longer a collective agreement in effect that applies to the bargaining unit.

AUTHORITIES AND REFERENCES

37. *Nunavut Public Service Act*
Section 41 & 42
38. *Collective Agreement with Nunavut Teachers Association*
39. *Collective Agreement with the Nunavut Employees Union*

CONTACTS

40. For clarification or more information on this topic contact:

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