

# **Collective Agreement**

**between**

**Public Service Alliance of Canada**  
(as represented by its agent Nunavut Employees Union)

**and**

**Arviat Housing Association**

**Effective From: April 1, 2009**  
**To: March 31, 2012**

**Nunavut Employees Union**  
**Box 869,**  
**Iqaluit NU X0A 0H0**

**Arviat Housing Association**  
**P.O. Box 88,**  
**Arviat NU X0C 0E0**

**Table of Contents**

Article 1 - Purpose of Agreement ..... 1

Article 2 - Interpretation and Definitions ..... 1

Article 3 - Recognition..... 4

Article 4 - Application ..... 4

Article 5 - Future Legislation ..... 4

Article 6 - Human Rights ..... 5

Article 7 - Strikes and Lockouts..... 6

Article 8 - Managerial Responsibilities ..... 7

Article 9 - Employer Directives ..... 7

Article 10 - Union Access to Employer Premises ..... 7

Article 11 - Appointment of Representatives ..... 7

Article 12 - Time Off for Union Business ..... 7

Article 13 - Check Off..... 9

Article 14 - Information..... 10

Article 15 - Seniority..... 10

Article 16 - Provision of Bulletin Board Space & Other Facilities ..... 10

Article 17 - Designated Paid Holidays ..... 11

Article 18 - Leave — General..... 12

Article 19 - Vacation Leave ..... 13

Article 20 - Special Leave ..... 16

Article 21 - Sick Leave ..... 18

Article 22 - Maternity Leave ..... 19

Article 23 - Parental leave..... 21

Article 24 - Other Types of Leave ..... 23

Article 25 - Compassionate Care Leave..... 24

Article 26 - Hours of Work..... 24

Article 27 - Overtime ..... 25

Article 28 - Pay ..... 26

Article 29 - Duty Travel ..... 29

Article 30 - Vacancies, Job Postings, Promotions and Transfers ..... 30

Article 31 - Casual and Term Positions ..... 31

Article 32 - Credit for Previous Experience..... 31

Article 33 - Job Description ..... 31

|   |    |
|---|----|
| Article 34 - Classification.....                                  | 31 |
| Article 35 - Education and Training .....                         | 32 |
| Article 36 - Employee Performance Review and Employee Files ..... | 32 |
| Article 37 - Suspension and Discipline .....                      | 33 |
| Article 38 - Adjustment of Disputes .....                         | 34 |
| Article 39 - Civil Liability .....                                | 37 |
| Article 40 - Technological Change .....                           | 38 |
| Article 41 - Labour/Management Committee.....                     | 38 |
| Article 42 - Safety and Health .....                              | 40 |
| Article 43 - Maintenance Employees.....                           | 41 |
| Article 44 - Apprentices and Trainees .....                       | 41 |
| Article 45 - Tools.....   | 42 |
| Article 46 - Northern Allowance.....                              | 43 |
| Article 47 - Other Allowances.....                                | 43 |
| Article 48 - Pension and Group Benefit Plans .....                | 44 |
| Article 49 - No Contracting Out .....                             | 44 |
| Article 50 - Lay-Off and Job Security.....                        | 45 |
| Article 51 - Severance Pay .....                                  | 46 |
| Article 52 - Social Justice Fund.....                             | 47 |
| Article 53 - Re-opener of Agreement and Mutual Discussions .....  | 47 |
| Article 54 - Duration and Renewal .....                           | 47 |
| Schedule A - Hourly Rates of Pay.....                             | 49 |
| Letter of Understanding .....                                     | 52 |

## **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 of the employees. 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”; an employee abandons his position when he is absent for more than five (5) consecutive working days, and he has not, directly or indirectly, contacted the Manager. An employee who abandons his position is terminated;
  - (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 Employer except the Manager and Maintenance Manager;
  - (f) “Casual Employee” means a person employed by the Employer for a period not to exceed six (6) months. A casual employee is a member of the Bargaining Unit. If the casual employment exceeds six (6) months the employee shall be considered a term employee and shall be entitled to all benefits in this Agreement retroactive back to the original date of hire;
  - (g) “Committee” means the Labour Management Committee;
  - (h) 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;

- (i) “Continuous Employment” and “Continuous Service” means uninterrupted employment with the Employer;
  - (i) with reference to re-appointment of a lay-off 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 other than a casual ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three months, his periods of employment for purposes of superannuation, sick leave, severance pay and vacation leave and vacation travel benefits shall be considered as continuous employment;
- (j) “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;
- (k) “Demotion” means the appointment of an employee for reasons of misconduct, incompetence, to a new position for which the maximum pay is less than that of his former position;
- (l) “Dependant” means a person who is the employee’s spouse (including common-law), child, step-child, adopted child, foster child who is under twenty-one years of age or more and dependant upon him/her for support or being twenty-one years of age or more and dependant upon him/her by reason of full-time attendance at an educational institution or 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;
- (m) “Employee” means a member of the Bargaining unit;
- (n) “Employer” means the Arviat Housing Association;
- (o) “Fiscal Year” means the period of time from April 1, in one year to March 31, in the following year;
- (p) “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;
- (q) “Holiday” means the twenty-four (24) hour period commencing at 12:01 AM of a day designated as a paid holiday in this Agreement;
- (r) “Lay-Off” means an employee whose employment has been terminated because of lack of work or lack of funding or discontinuance of a function;
- (s) “Leave of Absence” means absence from duty with the Employer’s permission;

- (t) “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;
- (u) “Overtime” means work performed by an employee in excess of or outside of his regularly scheduled hours of work;
- (v) “Probation” means a period of six (6) months from the day upon which an employee is first appointed to the Employer or a period of four (4) months after an employee has been transferred or promoted. If an employee does not successfully complete his probationary period on transfer or promotion he shall be returned to the position held before the transfer or promotion or, by mutual consent of the employee and the Employer, to a position at an equivalent classification and pay level;
- (w) “Promotion” means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position by at least:
  - (i) the minimum increment in the new position; or
  - (ii) four (4) percent of the maximum rate of pay of the former position where the new position has only one rate of pay;
- (x) “Rates of Pay”
  - (i) “daily rate of pay” means an employee’s hourly rate of pay multiplied by the employee’s daily hours of work as set out in Article 26 -;
  - (ii) “weekly rate of pay” means an employee’s daily rate of pay multiplied by five (5);
  - (iii) “annual rate of pay” means an employee’s weekly rate of pay multiplied by 52.176;
  - (iv) “monthly rate of pay” means an employees annual rate of pay divided by twelve (12);
- (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) “Special Project Employee” means an employee hired to work on Modernization and Improvements Projects;
- (bb) “Transfer” means the appointment of an employee to a new position, that does not constitute a promotion or demotion;

- (cc) "Union" means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union;
  - (dd) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 AM 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*, but not defined elsewhere in this Agreement, have the same meaning as given to them in the *Interpretation Act*.
- 2.03 "May" shall be regarded as permissive and "shall" and "will" as imperative.
- 2.04 Feminine, masculine, singular, and plural pronouns used in this Agreement shall be interchangeable in the interpretation of this Agreement except where specifically precluded by the context.

### **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 Employees shall be entitled to all eligible benefits provided under this Agreement prorated according to hours worked.
- 4.03 The Union and the Employer shall share equally in the costs associated with the printing and distribution of the Agreement. The Union will facilitate said printing and distribution.

### **Article 5 - Future Legislation**

- 5.01 In the event that any law passed by Parliament, or the Nunavut Legislative Assembly renders null and void or alters any provision of this Agreement, 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 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 regulation, direction or other instrument dealing with terms and conditions of employment issued by the Employer, the provisions of the Agreement shall prevail, unless the Employer is compelled by law to issue and enforce such regulation, direction or other instrument.

## **Article 6 - Human Rights**

### Freedom from Discrimination

- 6.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, sex, race, creed, colour, national origin, political or religious affiliation, ancestry, ethnic origin, citizenship, disability, sexual orientation, marital status, family status, pregnancy, lawful source of income, language, a conviction for which a pardon has been granted, nor by reason of union membership or activity.
- 6.02 The Employer shall make every reasonable effort to find alternate employment for an employee who becomes mentally and/or physically disabled.

### Freedom from Harassment

- 6.03 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

- 6.04 "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.
- 6.05 "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 any opportunity for training or promotion.
- 6.06 "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

- 6.07 Complaints of harassment should be brought to the attention of the Manager unless the complaint is about the Manager, in which case the complaint should go to the Staff Relations Committee of the Board prior to filing a grievance. Employees may be assisted by the Union in making a complaint.

- 6.08 Any level in the grievance procedure may be waived if a person hearing the grievance is the subject of the complaint.
- 6.09 Grievances under this Article will be handled with all possible confidentiality and dispatch by the Union and the Employer.
- 6.10 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

- 6.11 "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.
- 6.12 All employees of the Employer are entitled to employment free of workplace violence.
- 6.13 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.
- 6.14 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 Manager unless the complaint is about the Manager, in which case the complaint should go to the Staff Relations Committee of the Board.
- 6.15 Complaints of workplace violence may be brought to the attention of the Manager. Employees may be assisted by the Union in making a complaint.
- 6.16 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 or where required by law.

**Article 7 - Strikes and Lockouts**

- 7.01 There shall be no lockout by the Employer and no strike by the employees during the life of this Agreement.
- 7.02 No employee shall be required to cross any picket line at a place of work. No employee shall suffer a loss of pay or benefits as a result of a refusal to cross any picket line at a place of work.

