

Collective Agreement

between

Public Service Alliance of Canada
(As Represented by its Agent, Nunavut Employees Union)

and

Baker Lake Housing Association

Effective From: April 1, 2008
To: March 31, 2010

Nunavut Employees Union
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Iqaluit NU X0A 0H0

Baker Lake Housing Association
P.O. Box 2,
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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.
- 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" occurs when an employee has not reported for work, and no one has notified the Employer, for a period of five (5) consecutive working days. Employees who have abandoned their position shall be discharged;
 - (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 the regular remuneration payable for the performance of the duties of his position;
 - (e) "Bargaining Unit" means all employees of the Baker Lake Housing Association, excluding the Secretary Manager;
 - (f) 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 represented that person to be his spouse, and lives and intends to continue to live with that spouse as if that person were his spouse;
 - (g) "Compensatory Leave" means the equivalent leave with pay taken in lieu of cash payment;

- (h) "Continuous Employment" means:
 - (i) 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 shall constitute continuous employment;
 - (ii) where an employee ceases to be employed for a reason other than dismissal or abandonment of position and is re-employed within a period of three months, his periods of employment for purposes of sick leave, vacation leave and travel benefits shall be considered as continuous employment with the Employer;
- (i) "Day" means working day or regularly scheduled daily hours of work;
- (j) "Day of rest" means a day other than a holiday on which the 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 or incapacity, to another position for which the maximum pay is less than that of his former position;
- (l) "Dependent" means a
 - (i) person residing with the employee, who is the employee's spouse, including common-law;
 - (ii) child, step-child, adopted child who is
 - (A) under nineteen (19) years of age and dependent on him/her for support; or
 - (B) under twenty-five (25) years of age and dependant upon him/her by reason of full time attendance at an educational institution; or
 - (iii) any other relative residing in the employees' household who is wholly dependent upon him for support by reason of mental or physical infirmity.
 - (iv) Nothing in this clause affects entitlements to benefit plans.
- (m) "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;
- (n) "Employee" means a member of the Bargaining Unit and includes:
 - (i) "Full-time employee" means a person employed on a continuing basis and who works the standard work day, week or month for an indeterminate period;

- (ii) "Part-time employee" means an employee employed on a continuing basis, but less than a standard work day, week or month for an indeterminate period. Full-time hours of work for short periods of time shall not change the status of such employee to a "full-time employee";
- (iii) "Term employee" means a person other than a casual or full-time employee who is employed by the Employer for a fixed period in excess of four (4) months;
- (iv) "Casual employee" means a person employed for work of a temporary nature not exceeding four (4) months;
- (o) "Employer" means the Baker Lake Housing Association;
- (p) "Fiscal year" means the period of time from April 1 in one year to March 31, in the following year;
- (q) "Grievance" means a complaint in writing that is processed through the grievance procedure;
- (r) "Leave of absence" means absence from duty with the Employer's permission;
- (s) "Manager" means the Secretary Manager of the Baker Lake Housing Association;
- (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, insurance premium or any other levy;
- (u) "Probation" means a period of one (1) year from the day upon which an employee is first hired by the Employer or a period of six (6) months after an employee has been transferred or promoted from within the Employer. If an employee does not successfully complete his probationary period on transfer or promotion, the Employer will make every reasonable effort to place him in a position comparable to the one from which he was transferred or promoted;
- (v) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position;
- (w) "Rates of Pay" shall be as per Appendix "A" of this Collective Agreement;
- (x) "Representative" means a person who is authorized to represent the Union;
- (y) "Seniority" means length of continuous service with the Employer. Seniority shall accrue commencing upon the completion of the probationary period, and shall include all time from the date of hire;

- (z) "Service" means employment with the Employer, which is uninterrupted except for periods of less than three (3) months for medical or educational reasons;
 - (aa) "Supervisor" means the one in charge of a working unit of a department and includes any person designated to act in his stead;
 - (bb) "Transfer" means the appointment of an employee to another position, that does not constitute a promotion or demotion;
 - (cc) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Sunday and terminate at midnight on Saturday;
 - (dd) "Union" means the Public Service Alliance of Canada as represented by its agent, the Nunavut Employees Union.
- 2.02 Where the masculine gender is used, it shall be considered to include the feminine gender, unless any provision of this Agreement otherwise specifies.
- 2.03 "May" shall be regarded as permissive and "shall" and "will" as imperative.
- 2.04 Except as otherwise provided in this Agreement, expressions used in this Agreement if defined in the *Canada Labour Code* or in the Regulations made thereunder, have the same meaning as given to them in the Code or Regulations.

Article 3 **Recognition**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the Bargaining Unit.
- 3.02 The Employer will advise prospective employees that the Baker Lake Housing Association is a unionized work place.

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 benefits provided under the Agreement, which they may be eligible for in the same proportion as their weekly hours of work compare to the standard work week.

Article 5

Security of Agreement

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, the remaining provisions of the Agreement shall remain in effect for the life 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 provision 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 During the life of the Agreement 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.

Article 7

Management Rights

- 7.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer, except as may be otherwise specifically provided for in this Agreement, and without limiting the generality of the forgoing, it is the exclusive function of the Employer:
- (a) to determine and establish standards and procedures in the operation of the Employer;
 - (b) to maintain order, discipline and efficiency and, in connection therewith, to establish and enforce rules and regulations;
 - (c) to plan, direct, organize and control the work of the employees and the operations of the Employer. This includes the introduction of new and improved methods, facilities and equipment, and to control the amount of supervision necessary and work schedules;

- (d) to direct employees, including hiring, transfer, lay-off, recall, promotion, demotion, classification and assignments of duties, and to suspend, discharge, or otherwise discipline employees for just cause.

Article 8 **Employer Directives**

- 8.01 The Employer shall provide the Union with a copy of all personnel directives.

Article 9 **Union Access to Employer Premises**

- 9.01 Upon reasonable notification, the Employer shall permit access to its work premises of an accredited Representative of the Union.

Article 10 **Appointment of Representatives**

- 10.01 The Employer acknowledges the right of the Union to appoint employees as Representatives. The Union will confirm the appointments in writing within a reasonable period.

Article 11 **Time Off for Union Business**

Arbitration Hearings

- 11.01 The Employer shall grant leave with pay to an employee, who during his regular hours of work is called as a witness in an arbitration hearing, for the time required to give his testimony.
- 11.02 The Employer shall grant leave with pay to an employee who is the grievor in an arbitration hearing, where said employee's attendance at the hearing is during his normal hours of work.
- 11.03 Where an employee and his Representative are involved in the process of his grievance, they shall be granted reasonable time off to discuss the grievance.

Contract Negotiations Meetings

- 11.04 Where operational requirements permit, the Employer will grant leave with pay for two (2) employees for the purpose of attending contract negotiations, during their regular working hours, on behalf of the Union for the duration of such negotiations

Preparatory Contract Negotiations Meetings

- 11.05 Where operational requirements permit, the Employer will grant leave without pay for employees to attend preparatory negotiations meetings
- 11.06 Where operational circumstances permit, the Employer will grant reasonable leave without pay for one employee to attend executive council meetings and conventions of the Alliance, the Nunavut Employees Union, the Canadian Labour Congress and the Northern Territories Federation of Labour, or to participate in conferences and hearings established by Government where the subject matter is of interest to organized labour.

Representatives Training Course

- 11.07 Where operational circumstances permit, the Employer will grant reasonable leave without pay to employees who have been appointed as Representatives on behalf of the Union to undertake training related to the duties of a Representative.

Time off for Representatives

- 11.08 A Representative shall obtain the permission of his immediate supervisor before leaving his work to investigate a grievance, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.
- 11.09 The Representative shall report back to his supervisor before resuming to his normal duties.

Full-time Union Position

- 11.10 Employees elected to a full-time paid position in the Union shall be granted leave of absence without pay 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 Collective Agreement.
- 11.11 The benefits of any group plan shall be extended to such employees and the Union will reimburse the Employer for any costs involved.
- 11.12 Such employees shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.
- 11.13 Upon termination of their leave of absence such employees shall be offered as a minimum the position they held with the Employer before they commenced the leave of absence. When such employees wish to invoke this clause of the Collective Agreement they shall provide the Employer with a three month notice of their intent to do so.

- 11.14 Notwithstanding Article 11.13, the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should such employees bid on a competition and be the successful candidate.

Article 12

Union Dues Deduction

- 12.01 The Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.
- 12.02 The Union shall inform the Employer in writing of the Membership Fees for each employee within the Bargaining Unit thirty (30) days prior to implementation.
- 12.03 For the purpose of applying Article 12.01, deductions from pay for each employee will occur on a bi-weekly basis and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any bi-weekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.
- 12.04 No employee organization, other than the Union, shall be permitted to have Membership Fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 12.05 The amounts deducted in accordance with Article 12.01 shall be remitted to the Comptroller of the Alliance, 233 Gilmour Street, Ottawa, Ontario, K2P 0P1 by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 12.06 The Employer agrees to identify annually on each employee's T4 slip the total amount of Membership Fees deducted for the applicable year.
- 12.07 The Employer agrees to make deductions for other purposes on the basis of the production of appropriate documentation.
- 12.08 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

Article 13

Information

- 13.01 The Employer agrees to provide the Union on a quarterly basis, with information concerning the identification of each member in the Bargaining Unit. This information shall include the name, address, job classification, social insurance number and employment status of all employees in the Bargaining Unit.

