

# **Collective Agreement**

**between**

**Kugluktuk Housing Association**

**and**

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

**Effective From: April 1, 2009**  
**To: March 31, 2011**

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

**Kugluktuk Housing Association**  
**P.O. Box 40,**  
**Kugluktuk NU X0B 0E0**

## Table of Contents

<u>Article</u>	<u>Subject</u>	<u>Page</u>
Article 1	Purpose of Agreement .....	1
Article 2	Interpretations and Definitions .....	1
Article 3	Recognition .....	4
Article 4	Application.....	4
Article 5	Human Rights .....	4
Article 6	Future Legislation.....	5
Article 7	Managerial Rights .....	6
Article 8	Strikes and Lockouts.....	6
Article 9	Restriction on Outside Employment.....	6
Article 10	Employer Directives .....	7
Article 11	Check-off.....	7
Article 12	Union Representation .....	8
Article 13	Information .....	10
Article 14	Seniority .....	10
Article 15	Designated Paid Holidays .....	11
Article 16	Leave – General.....	13
Article 17	Vacation Leave .....	13
Article 18	Special Leave.....	17
Article 19	Sick Leave.....	18
Article 20	Pregnancy Leave .....	20
Article 21	Parental Leave .....	22
Article 22	Compassionate Care Leave .....	24
Article 23	Other Types of Leave.....	25
Article 24	Hours of Work .....	25
Article 25	Overtime.....	26
Article 26	Pay .....	26

Article 27	Pay for Travel on Behalf of Employer .....	29
Article 28	Duty Travel .....	30
Article 29	Education and Training .....	32
Article 30	Classification .....	33
Article 31	Job Description .....	33
Article 32	Vacancies, Job Posting, Promotions and Transfers .....	33
Article 33	Employee Performance Review and Employee Files .....	34
Article 34	Adjustment of Disputes .....	35
Article 35	Casual Employees .....	39
Article 36	Trades .....	39
Article 37	Tools .....	40
Article 38	Apprentices .....	40
Article 39	Safety and Health.....	41
Article 40	Technological Change .....	43
Article 41	Contracting Out .....	43
Article 42	Civil Liability .....	44
Article 43	Discharge and Discipline .....	44
Article 44	Layoff and Job Security .....	45
Article 45	Severance Pay.....	46
Article 46	Allowances .....	47
Article 47	Pension and Insurance Plans .....	48
Article 48	Joint Labour-Management Committee.....	49
Article 49	Social Justice Fund .....	49
Article 50	Re-opener of Agreement and Mutual Discussions .....	49
Article 51	Duration and Renewal .....	50
Schedule A	Hourly Rates of Pay .....	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 and increase the productivity of the employees to the end that the Kugluktuk Housing Association will be efficiently served. Accordingly the parties are determined to establish, within the framework provide by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

## **Article 2**

### **Interpretations and Definitions**

- 2.01 For the purpose of this Agreement:
- (a) "Agreement" means this Collective Agreement;
  - (b) "Alliance" means the Public Service Alliance of Canada;
  - (c) "Allowance" means compensation payable to an employee in addition to his regular remuneration payable for the performance of the duties of his position;
  - (d) "Anniversary date" means the anniversary of the employee's first date of continuous employment and such date shall be designated as the date when an employee may be entitled to move across the pay level to the next increment subject to a satisfactory performance appraisal;
  - (e) "Association" means the Kugluktuk Housing Association;
  - (f) "Bargaining Unit" means all employees of the Association except the Secretary-Manager and the Maintenance Manager;
  - (g) "Casual employee" means an employee employed by the Employer for work of a temporary nature. A casual employee is a member of the Bargaining Unit;

- (h) "Common-law spouse" means a person with whom an employee has a conjugal relationship determined by common law. This relationship is said to exist when, for a continuous period of at least one year, the employee has lived with that person, publicly represented that person to be their spouse, 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.
- Where an employee 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 six months, his periods of employment for purposes of sick leave, vacation entitlement and travel benefits shall be considered as continuous employment with the Employer;
- (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 unsatisfactory performance, misconduct, incompetence or incapacity to a new position for which the maximum pay is less than that of his former position;
- (l) "Dependant" means a person residing with the employee who is the employee's spouse, common-law spouse, child, child of spouse, adopted child who is under twenty-one years of age and dependent upon him for support, or being twenty-one years of age or more and wholly dependent upon him for support by reason of mental or physical infirmity;
- (m) "Designated Paid Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. of a Designated Paid Holiday specified in this Agreement;
- (n) "Division" means either the Maintenance section or the Administration section of the Association;
- (o) "Double time" means twice the straight time rate;
- (p) "Employee" means a member of the Bargaining Unit;
- (q) "Employer" means the Association;
- (r) "Fiscal Year" means the period of time from April 1 of one year to March 31 of the following year;
- (s) "Layoff" means an employee whose employment is terminated because of lack of work, or because of the discontinuance or reallocation of a function;

- (t) "Leave of Absence" means absence from duty with the Employer's permission;
- (u) "Maintenance Manager" means the manager of the maintenance division of the Association;
- (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 the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee, insurance premium or any other levy or any taxable benefit;
- (x) "Overtime" means the work performed by an employee in excess of or outside of the regularly scheduled hours of the workweek as defined in Article 24 – Hours of Work;
- (y) "Part-time employee" means a permanent employee who has completed the probationary period and who is employed by the Employer in a position with normally scheduled hours of work each week which are less than the normal hours of work scheduled in a week for full-time employees;
- (z) "Permanent employee" means an employee employed in a position designed as a regular full-time or part-time position by the Employer and who has completed the probationary period;
- (aa) "Probation" means a period of nine (9) months from the day upon which an employee is first appointed to the Association or a period of six (6) months after an employee has been transferred or promoted. The termination of an employee during his nine (9) month probation shall not be grievable. If an employee does not successfully complete his probationary period on transfer or promotion the Employer will make every reasonable effort to appoint him to a position comparable to the one from which he was transferred or promoted;
- (bb) "Promotion" means the appointment of an employee to a new position with a rate of pay which exceeds that of his former position;
- (cc) "Representative" means a person who is authorized to represent the Union;
- (dd) "Secretary-Manager" means the Secretary-Manager of the Association;
- (ee) "Seniority" means length of service with the Employer;
- (ff) "Straight time" means the hourly rate of remuneration;
- (gg) "Time and One-half" means one and one-half times the straight time rate;

- (hh) "Transfer" means the appointment of an employee to a new position that does not constitute a promotion or demotion;
- (ii) "Union" means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union;
- (jj) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 a.m. on Monday and terminate at midnight on Sunday.

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.

### **Article 3** **Recognition**

3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees as described in the Certification Order issued by the Canada Labour Relations Board dated February 4, 1993 as amended on October 2, 1998.

### **Article 4** **Application**

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

### **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, colour, ancestry, ethnic origin, citizenship, place of origin, creed, religion, age, disability, sex, sexual orientation, marital status, family status, pregnancy, lawful source of income, political affiliation, conviction for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement. Any affirmative action policy that may be put in place shall not be considered discriminatory.

### Sexual Harassment

- 5.02 "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.
- 5.03 Every employee is entitled to employment free of sexual harassment.
- 5.04 The Employer shall make every reasonable effort to ensure that no employee is subjected to sexual harassment.
- 5.05 The Employer shall, after consulting with employees, create a policy concerning sexual harassment. The Employer shall make every person employed by the Employer aware of this policy. This policy shall be posted.

### Workplace Violence

- 5.06 "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 emotional nature.
- 5.07 Every employee is entitled to employment free of workplace violence.
- 5.08 The Employer shall make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 5.09 The Employer shall, after consulting with employees, create a policy concerning workplace violence. The Employer shall make every person employed by the Employer, as well as all tenants of the Employer, aware of this policy. This policy shall be posted.

## **Article 6** **Future Legislation**

- 6.01 In the event that any law passed by Parliament or the Legislative Assembly of Nunavut renders null and void or alters any provision of this Agreement, the remaining provisions of this Agreement shall remain in effect for the term of this 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 for the annulled or altered provision.

### Conflict of Provisions

- 6.02 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 7** **Managerial Rights**

- 7.01 Except to the extent specifically provided herein, this Agreement in no way restricts the Employer in the management and direction of its operations, employees or business activities. The Employer shall exercise its rights in a manner which is fair, reasonable, without discrimination, in good faith and consistent with the terms of this Agreement.

## **Article 8** **Strikes and Lockouts**

- 8.01 There shall be no lockout by the Employer and no strike by the employees during the life of this Agreement.
- 8.02 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.

## **Article 9** **Restriction on Outside Employment**

- 9.01 When an employee wishes to carry on any business or employment outside his regularly scheduled hours of duty he shall notify the Employer in writing of the nature of such business or employment.
- 9.02 When the Employer desires to prohibit an employee's engagement in business or employment in business outside his regularly scheduled hours of duty, such employee will be notified in writing together with the reason for withholding such permission.

- 9.03 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 interest; and
  - (b) certain knowledge and information available only to the Association personnel place the individual in a position where he can exploit the knowledge or information for personal gain.

## **Article 10** **Employer Directives**

- 10.01 The Employer shall provide the Union with a copy of all personnel directives, which are intended to clarify the interpretation or application of the Agreement.

## **Article 11** **Check-off**

- 11.01 The Employer shall, 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.
- 11.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.
- 11.03 For the purpose of applying Article 11.01, deductions from pay for each employee will occur on a biweekly basis.
- 11.04 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.
- 11.05 The amounts deducted in accordance with Article 11.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after the deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.
- 11.06 The Union 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.
- 11.07 The Employer agrees to identify annually on each employee's T4 slip the total amount of Membership Fees deducted for the applicable year.

## **Article 12**

### **Union Representation**

#### Union Access to Employer Premises

- 12.01 Upon reasonable notification the Employer may grant Representatives of the Union access to its work premises in order to carry out union business. Permission to enter the Employer's premises shall not be unreasonably denied.

#### Appointment of Representatives

- 12.02 The Employer acknowledges the right of the Union to appoint employees as Representatives. The Union will provide the Employer with written notice of the names of its Representative(s) and alternates within thirty (30) days of their appointment. The Employer shall not be required to deal with any Representative(s), who are employees, except those named and identified to the Employer through written notice.

#### Bulletin Board Space

- 12.03 The Employer shall provide bulletin board space in the workplace clearly identified for the exclusive use of the Union.

#### Meeting Room

- 12.04 The Employer shall, upon availability, make available to the Union and the members of the Bargaining Unit a suitable meeting room to be used from time to time for conducting business relating to the Bargaining Unit.

#### Union Orientation

- 12.05 The Employer shall allow new employees to meet with the Representative of the Union for one (1) hour without loss of pay for the purpose of union orientation. The Representative of the Union, if an employee, shall be granted leave with pay.

#### Time Off for Union Activities

- 12.06 The Employer shall grant leave with pay to employees participating as a party, a witness, or a Representative of the Union in respect to:
- (a) any proceeding before the Canada Industrial Relations Board;
  - (b) investigation of any complaints or grievances, except for an employee who is on suspension without pay, subject to the permission of the supervisor before leaving work. Such permission shall not be unreasonably withheld;
  - (c) any proceeding under Article 34 – Adjustment of Disputes, except for an employee who is on suspension without pay;

