

COLLECTIVE AGREEMENT

between

PUBLIC SERVICE ALLIANCE OF CANADA

as represented by its agent

Nunavut Employees Union

and

PANGNIRTUNG HOUSING ASSOCIATION

EFFECTIVE: October 1, 2007

EXPIRES: September 30, 2011

Nunavut Employees Union

P.O. Box 869

Iqaluit, Nunavut

X0A 0H0

Pangnirtung Housing Association

P.O. Box 104

Pangnirtung, Nunavut

X0A 0R0

TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
ARTICLE 1 - PURPOSE OF AGREEMENT.....	4
ARTICLE 2 - INTERPRETATION AND DEFINITIONS.....	4
ARTICLE 3 - RECOGNITION.....	7
ARTICLE 4 - HUMAN RIGHTS.....	7
ARTICLE 5 - APPLICATION.....	10
ARTICLE 6 - STRIKES AND LOCKOUTS.....	10
ARTICLE 7 - MANAGERIAL RESPONSIBILITIES.....	10
ARTICLE 8 - EMPLOYER DIRECTIVES.....	10
ARTICLE 9 - UNION ACCESS TO EMPLOYER PREMISES.....	11
ARTICLE 10 - APPOINTMENT OF REPRESENTATIVES.....	11
ARTICLE 11 - TIME-OFF FOR UNION BUSINESS.....	11
ARTICLE 12 - UNION DUES DEDUCTION.....	13
ARTICLE 13 - INFORMATION.....	13
ARTICLE 14 - SENIORITY.....	14
ARTICLE 15 - PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES.....	14
ARTICLE 16 - DESIGNATED PAID HOLIDAYS.....	14
ARTICLE 17 - LEAVE - GENERAL.....	16
ARTICLE 18 - VACATION LEAVE.....	17
ARTICLE 19 - SPECIAL LEAVE.....	21
ARTICLE 20 - SICK LEAVE.....	23
ARTICLE 21 - OTHER TYPES OF LEAVE.....	27
ARTICLE 22 - SHORT TERM LEAVE FOR TRAINING PURPOSES.....	31
ARTICLE 23 - HOURS OF WORK.....	32
ARTICLE 24 - OVERTIME.....	33
ARTICLE 25 - PAY.....	34
ARTICLE 26 - REPORTING PAY.....	36
ARTICLE 27 - CALL-BACK PAY.....	37
ARTICLE 28 - SHIFT WORK.....	37
ARTICLE 29 - STANDBY.....	37
ARTICLE 30 - PAY FOR TRAVEL ON BEHALF OF EMPLOYER.....	38
ARTICLE 31 - JOB DESCRIPTION.....	39
ARTICLE 32 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES.....	39
ARTICLE 33 - CLASSIFICATION.....	40
ARTICLE 34 - TERM POSITIONS.....	40
ARTICLE 35 - CASUAL EMPLOYMENT.....	41
ARTICLE 36 - LAY-OFF AND JOB SECURITY.....	42
ARTICLE 37 - TECHNOLOGICAL CHANGE.....	43
ARTICLE 38 - SEVERANCE PAY.....	43
ARTICLE 39 - CONTRACTING OUT.....	45
ARTICLE 40 - LABOUR/MANAGEMENT COMMITTEE.....	45
ARTICLE 41 - ULTIMATE REMOVAL ASSISTANCE.....	47
ARTICLE 42 - ADJUSTMENT OF DISPUTES.....	47
ARTICLE 43 - SUSPENSION AND DISCIPLINE.....	51
ARTICLE 44 - VACATION, JOB POSTING, PROMOTIONS, AND TRANSFERS.....	52
ARTICLE 45 - PENSION AND INSURANCE PLANS.....	52
ARTICLE 46 - BILINGUALISM.....	53
ARTICLE 47 - TRADES.....	53

ARTICLE 48 - APPRENTICES	54
ARTICLE 49 - CREDIT FOR PREVIOUS EXPERIENCE	56
ARTICLE 50 - HOUSING ALLOWANCE.....	56
ARTICLE 51 - SETTLEMENT ALLOWANCE	56
ARTICLE 52 - NORTHERN TRAVEL ALLOWANCE	57
ARTICLE 53 - SOCIAL JUSTICE FUND	57
ARTICLE 54 - WEATHER CONDITIONS.....	57
ARTICLE 55 - FUTURE LEGISLATION.....	58
ARTICLE 56 - MUTUAL DISCUSSIONS.....	58
ARTICLE 57 - DURATION AND RENEWAL	58
ARTICLE 59 – APPENDIX "A" RATES OF PAY	59

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 Housing Association 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) "Agreement" and "Collective 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 the regular remuneration payable for the performance of the duties of his position.
 - (d) "Bargaining Unit" means all Employees of the Pangnirtung Housing Association except the Housing Manager.
 - (e) "Casual Employee" means a person employed by the Employer for work of a temporary nature not to exceed six (6) months.
 - (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 their spouse, and lives and intends to continue to live with that spouse as if that person were their spouse.
 - (g) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer; and
 - (i) with reference to reappointment 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 ceases to be employed for a reason other than dismissal, resignation, abandonment of position or rejection on probation,

and is re-employed within a period of six (6) months, his periods of employment for purposes of superannuation, sick leave, vacation leave and vacation travel benefits shall be considered as continuous employment.

- (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 misconduct, incompetence or incapacity, to another position for which the maximum pay is less than that of his former position.
- (j) "Dependant" means a person residing with the Employee, for a majority of the year, who is:
 - (i) that Employee's spouse (including common-law),
 - (ii) child, including step-child and adopted child who
 - A. is under nineteen (19) years of age and dependent upon him/her for support; or
 - B. being under twenty-five (25) years of age and dependant upon him/her by reason of being in full-time attendance at a college, university, trade school or similar post-secondary educational institution; or
 - C. who is wholly dependant upon him/her for support by reason of mental or physical infirmity.
- (k) "Employee" means a member of the bargaining unit.
- (l) "Employer" means the Pangnirtung Housing Association.
- (m) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.
- (n) "Full-time Employee" means an Employee who:
 - (i) If office staff is regularly scheduled to work thirty-seven and one-half (37½) hours per week, or;
 - (ii) If maintenance staff, is regularly scheduled to work forty (40) hours per week.

- (o) "Grievance" means a complaint in writing that an Employee, group of Employees, or the Union submits to the Employer, or that the Employer submits to the Union, to be processed through the grievance procedure.
- (p) "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.
- (q) "Lay-Off" means an Employee whose employment has been terminated because of lack of work, lack of funding or discontinuance of a function.
- (r) "Leave of Absence" means absence from duty with the Employer's permission.
- (s) "Lieu Time" means the equivalent leave with pay take in lieu of cash payment.
- (t) "Manager" means the Secretary/Manager.
- (u) "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.
- (v) "Overtime" means work performed by an Employee in excess of or outside of his regularly scheduled hours of work. For part-time employees, overtime means all hours worked in excess of or outside of the regular hours of work for a full-time employee in the same position.
- (w) "Part time Employee" means a person employed permanently by the Employer whose scheduled hours of work are less than the normal hours of work scheduled in a day, week or month for a full time Employee.
- (x) "Probation" means a period of six (6) months from the day upon which an Employee is first appointed or a period of 3 months after an Employee has been transferred or promoted from within. If an Employee does not successfully complete his probationary period on transfer or promotion, the Employer shall appoint him to a position comparable to the one from which he was transferred or promoted.
- (y) "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.
- (z) "Rates of Pay"
 - (i) "Daily rate of pay" means an employee's hourly rate of pay multiplied by the employees daily hours of work as set out in Article 22;

- (ii) "Weekly rate of pay" means an employee's daily rate of pay multiplied by five (5);
 - (iii) "Bi-weekly rate of pay" means an employee's daily rate of pay multiplied by ten (10)
 - (iv) "Annual rate of pay" means an employee's weekly rate of pay multiplied by 52.176;
 - (v) "Monthly rate of pay" means an employees annual rate of pay divided by twelve (12).
- (aa) "Representative" means an Employee who has been elected or appointed as an area steward or who represents the Union at meetings with management and who is authorized to represent the Union.
 - (bb) "Seniority" means length of service with the Employer.
 - (cc) "Transfer" means the appointment of an Employee to another position, that does not constitute a promotion or demotion.
 - (dd) "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.
 - (ee) "Union" means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union.
- 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 Where the masculine gender is used, it shall be considered to include the feminine gender unless any provision of this Agreement otherwise specifies.
- 2.04 "May" shall be regarded as permissive and "Shall" and "Will" as imperative.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees in the bargaining unit.

ARTICLE 4 - HUMAN RIGHTS

Freedom from Discrimination

- 4.01 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, nationality, ethnic origin, place of origin, creed, religion, age, disability, sex, sexual orientation, gender identity, marital status, family status, family affiliation, pregnancy, political belief, political association, social condition, lawful source of income, conviction for which a pardon has been granted, union membership or activity, or for exercising rights under this Agreement.

- 4.02 Notwithstanding the above, it is recognized that the Employer may implement an affirmative action program.

Equal Pay for Work of Equal Value

- 4.03 The Employer agrees to recognize the principle of equal pay for work of equal value regardless of the sex of the employee.

Duty to Accommodate

- 4.04 The Employer and the Union recognize the duty to accommodate an employee who by reason of illness or injury becomes unable to carry out his normal work functions. The Employer, in consultation with the employee and the Union, shall make every reasonable effort, up to undue hardship, to find alternate employment within its employ for an employee who requires such accommodation.

Freedom from Harassment and Abuse of Authority

- 4.05 Every person employed by the Employer is entitled to employment free of harassment and free of abuse of authority.
- 4.06 “Sexual harassment” is defined as any conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation to any employee; or 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.
- 4.07 “Personal harassment” means any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures that affects an employee’s dignity or psychological or physical integrity and that results in a harmful work environment for the employee. A single serious incidence of such behaviour that has a lasting harmful effect on an employee may also constitute personal harassment.
- 4.08 “Abuse of authority” occurs when an individual improperly uses the power and authority inherent in his/her position to endanger an employee’s job, undermines the employee’s ability to perform that job, threatens the economic livelihood of that employee or in any way interferes with or influences the career of the employee. It includes intimidation, threats, blackmail or coercion.
- 4.09 The Employer and the employees will make every reasonable effort to ensure that no employee is subjected to harassment or abuse of authority. The Union supports the Employer and employees in this effort.

- 4.10 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 harassment or abuse of authority.
- 4.11 The Employer shall, after consulting with the employees, issue a policy statement concerning harassment and abuse of authority which substantially conforms to the provisions of this article, and shall post this policy at the workplace(s).

Complaint Procedure

- 4.12 Complaints of harassment or abuse of authority shall 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.
- 4.13 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, taking disciplinary measures in relation thereto, or in reporting the matter to law enforcement authorities, if the Employer deems it necessary, but only after consultation with the complainant and the Representative.

Freedom from Workplace Violence

- 4.14 "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.
- 4.15 Every person employed by the Employer is entitled to employment free of workplace violence.
- 4.16 The Employer and the employees will make every reasonable effort to ensure that no employee is subjected to workplace violence. The Union supports the Employer and employees in this effort.
- 4.17 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.
- 4.18 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.
- 4.19 Complaints of workplace violence shall 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.
- 4.20 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

