

# **Collective Agreement**

**between**

**Rankin Inlet Housing Association**

**and**

**Public Service Alliance of Canada**

(As represented by its agent Nunavut Employees Union)

Effective From: April 1, 2008  
To: March 31, 2011

Nunavut Employees Union  
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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 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 tenants 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) "Abandonment of Position" occurs when an employee is absent without leave for a period of four (4) consecutive working days, except where there are extenuating circumstances;
  - (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) "Association" and "Employer" means the Rankin Inlet Housing Association;
  - (f) "Bargaining Unit" means all employees of the Rankin Inlet Housing Association, Nunavut, except the Secretary Manager and Maintenance Manager;
  - (g) "Banked Time" means time banked with the Employer in lieu of cash payment, which is accumulated to provide the employee with paid leave at a time that is mutually agreed;

- (h) "Casual Employee" means a person employed by the Employer for a period not to exceed four (4) months. A casual employee is a member of the Bargaining Unit. If the casual employment exceeds four (4) 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. Casuals employees shall be entitled to receive Settlement Allowance, paid pursuant to Article 41, but shall not be entitled to any other benefits under this Agreement. Casual employees shall not be entitled to leave under Article 19, Article 20 or Article 23 except for leave under Article 23.03.
- (i) "Committee" means the Labour/Management Committee;
- (j) 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;
- (k) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer and 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;
- (l) "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;
- (m) "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;
- (n) "Dependant" means a person who is:
  - (i) that employee's spouse (including common-law), who resides with the employee;
  - (ii) child, including step-child and adopted child who is
    - 1) under nineteen (19) years of age and dependent upon him/her for support; or
    - 2) being under twenty-one (21) years of age and dependant upon him by reason of full-time attendance at an educational institution; or
    - 3) who is wholly dependant upon him for support by reason of mental or physical infirmity;
- (o) "Double time" means twice the straight time rate;

- (p) "Employee" means a person employed by the Employer who is a member of the Bargaining Unit and includes:
  - (i) "Full-time employee", which means a person employed on a continuing basis for an indeterminate period;
  - (ii) "Part-time employee", which means a person employed on a continuing basis for less than a standard work day, week or month for an indeterminate period. Part-time employees shall be eligible for all benefits in this Agreement in the same proportion as their hours of work compare to the standard work day, week or month for employees in that classification;
- (q) "Fiscal Year" means the period of time from April 1st in one year to March 31st in the following year;
- (r) "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.
- (s) "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.
- (t) "Lay-off" means an employee whose employment has been terminated because of lack of work, the discontinuance of a function or lack of funding.
- (u) "Leave of Absence" means absence from duty with the Employer's permission;
- (v) "May" shall be regarded as permissive and "Shall" and "Will" as imperative;
- (w) "Manager" means the Secretary Manager of the Employer;
- (x) "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;
- (y) "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;
- (z) "Probation" means a period of six (6) months from the employee's date of hire which is used to determine an employee's suitability for the position;
- (aa) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position;

- (bb) "Rates of pay" means:
- (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 24;
  - (ii) "weekly rate of pay" means an employee's daily rate of pay multiplied by five (5);
  - (iii) "biweekly 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 employee's annual rate of pay divided by twelve (12);
- (cc) "Representative" means a person who is authorized to represent the Union;
- (dd) "Seniority" means length of service with the Employer.
- (ee) "Straight time rate" means the hourly rate of pay.
- (ff) "Time and one-half" means one and one-half times the straight time rate.
- (gg) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion.
- (hh) "Union" means the Public Service Alliance of Canada as represented by its agent Nunavut Employees Union.
- (ii) "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 Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the *Interpretation Act*, the *Canada Labour Code* or in the Regulations made thereunder, shall have the same meaning as given to them in the Act or 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.

## **Article 4**

### **Application**

- 4.01 The provisions of this Agreement apply to the Union, the employees, and the Employer.
- 4.02 The Employer and the Union shall share equally the costs associated with the printing and distribution of the Agreement. The Union will facilitate said printing and distribution.
- 4.03 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.

#### Conflict of Provisions

- 4.04 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 this agreement shall prevail.
- 4.05 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 term of the 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 provisions.

## **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, harassment 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 (including common-law relationships), family status, pregnancy, lawful source of income, conviction for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement.
- 5.02 Affirmative Action policies shall be deemed non-discriminatory.
- 5.03 The Employer shall make every reasonable effort to find alternate employment for an employee who becomes mentally and/or physical disabled.

### Freedom from Workplace Violence

- 5.04 "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.
- 5.05 Every employee is entitled to employment free of workplace violence.
- 5.06 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 5.07 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.
- 5.08 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.
- 5.09 Complaints of workplace violence may 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.
- 5.10 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.
- 5.11 The Employer shall, after consulting with the Labour Management Committee, issue a policy statement concerning workplace violence which substantially conforms to the provisions of this article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning workplace violence.

### Freedom from Sexual Harassment

- 5.12 "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.
- 5.13 Every employee is entitled to employment free of sexual harassment.
- 5.14 The Employer will make every reasonable effort to ensure that no employee is subjected to sexual harassment.

- 5.15 Complaints of sexual harassment may 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.
- 5.16 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, taking disciplinary measures in relation thereto, or advising law enforcement officials as necessary.
- 5.17 The Employer shall, after consulting with the employees, issue a policy statement concerning sexual harassment which substantially conforms to the provisions of this Article. The Employer shall make each person under the Employer's direction aware of the policy statement concerning sexual harassment.

## **Article 6**

### **Strikes and Lockouts**

- 6.01 There will 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 during the term of this Agreement.

## **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 foregoing, it is the exclusive function of the Employer:
- (a) To determine and establish standards and procedures in the operation of the Association;
  - (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 Association. 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 assignment of duties, and to suspend, discharge, or otherwise discipline employees for just cause.
- 7.02 Management shall exercise its rights in a manner that is fair, reasonable and consistent with the terms of this Agreement.

**Article 8**  
**Employer Directives**

- 8.01 The Employer shall provide the Union with a copy of all personnel directives at the time of issuance. Where the Employer proposes to issue a personnel directive which is intended to clarify the interpretation or application of the Agreement, the Employer shall consult with the Union prior to issuing the directives.

**Article 9**  
**Union Access to Employer Premises**

- 9.01 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.

**Article 11**  
**Time-Off for Union Business**

- 11.01 The Employer will grant leave with pay to an employee who is party to, called as a witness or representing the Union before an arbitration hearing.

- 11.02 When operational requirements permit, the Employer will grant leave with pay to:
- (a) an employee and his Representative involved in the process of a grievance or a possible grievance;
  - (b) a witness called by an employee who is a party to a grievance;
  - (c) up to two (2) employees for the purpose of attending contract negotiations, including preparatory meetings and conciliation meetings;
  - (d) up to two (2) employees who are meeting with management on behalf of the Union.

- 11.03 When operational requirements permit, the Employer will grant leave without pay to:
- (a) a reasonable number of employees to attend executive council meetings and conventions of the Alliance, Nunavut Employees Union, Canadian Labour Congress and the Northern Territories Federation of Labour;
  - (b) an employee who exercises the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative;