

COLLECTIVE AGREEMENT

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA
(as represented by its agent)

NUNAVUT EMPLOYEES UNION

AND

REPULSE BAY HOUSING ASSOCIATION

EFFECTIVE: October 1, 2006
EXPIRES: September 30, 2010

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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 Association, 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, absent extenuating circumstances, an employee is absent from work and does not contact the Association for a period of five (5) consecutive working days.
 - (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" means the Repulse Bay Housing Association.
 - (f) "Bargaining Unit" means all employees of Repulse Bay Housing Association excluding the Secretary Manager.
 - (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, 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.
 - (i) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Association, and
 - (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, abandonment of position or rejection on probation, 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 Association.

- (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 or incapacity, to another position for which the maximum pay is less than that of his former position.
- (l) "Dependent" means a person residing with the employee who is the employee's spouse (including common law), child, step child, adopted child who is under nineteen (19) years of age and dependent of him/her for support or being nineteen years of age or more and dependent upon him/her by reason of 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 person employed by the Association 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 workday, week or month for an indeterminate period. Part-time employees shall be eligible for all benefits in this Agreement, except those which provide otherwise. Part-time employees shall be entitled to all eligible benefits in the same proportion as their hours of work compare to the standard workday, week or month for full-time employees in that classification.
- (n) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.
- (o) "Grievance" means a difference which arises between the Union and the Association and/or between an employee and the Association relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable; disciplinary action resulting in demotion, suspension or a financial penalty (including the withholding of an increment), dismissal; and letters or notations of discipline placed on an employee's personnel file
- (p) "**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.
- (q) "Layoff" means an employee whose employment has been terminated because of lack of work, the discontinuance of a function or lack of funding.
- (r) "Lieu Time" means leave with pay taken in lieu of a cash payment.
- (s) "Manager" means the Secretary Manager of the Association.

- (t) "May" shall be regarded as permissive and "Shall" and "Will" as imperative.
 - (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 fees, insurance premiums 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 the regular hours of work for a full-time employee in the same position.**
 - (w) "Probation" means a period of twelve (12) months from the day upon which an employee is first appointed to the Housing Association and six (6) months on promotion or transfer.
 - (x) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position.
 - (y) "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 23.
 - (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 employee's annual rate of pay divided by twelve (12).
 - (z) "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.
 - (aa) "Transfer" means the appointment of an employee to a new position that does not constitute a promotion or demotion.
 - (bb) "Union" means the Public Service Alliance of Canada as represented by its agent Nunavut Employees Union.
 - (cc) "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 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, Code or Regulations.
- 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.

ARTICLE 3 - RECOGNITION

- 3.01 The Association recognizes the Union as the exclusive bargaining agent for all employees in the Bargaining Unit.
- 3.02 The Association will advise prospective employees that the Association is a unionized work place.
- 3.03 The Union, the Association and the Employees agree that there shall be no, 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 (except for employment equity programs), or for exercising their rights under this Agreement.

Discrimination

- 3.04 The Association and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age, sex, race, creed, colour, national origin, political or religious affiliation, marital status (including common-law relationships), family status, sexual orientation, criminal offence for which a pardon has been granted, mental or physical disability (except for employment equity programs), by reason of union membership or activity nor by exercising their rights under the Agreement.
- 3.05 Affirmative action policies shall be deemed as non-discriminatory.
- 3.06 The Association shall make every reasonable effort to find alternate employment for an employee who becomes mentally and/or physically disabled.

ARTICLE 4 - APPLICATION

- 4.01 The provisions of this Agreement apply to the Union, employees and Association.
- 4.02 The Association and Union shall share equally the costs associated with the printing and distribution of the Agreement. The Union will facilitate said printing and distribution. If an Inuktitut version of this Agreement is requested, the Union and the Association will share equally all costs associated with the translation of this Agreement. In the case of any dispute between the versions of this Agreement, the English version shall govern.

Conflict of Provisions

- 4.03 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 Association, the provisions of this Agreement shall prevail.

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, 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 of equal value for the annulled or altered provision. Either party may refer any dispute arising from such negotiations to Arbitration.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.01 There shall be no lockout by the Association 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.
- 6.02 Any employee who participates in any interruption or impeding of work, work stoppage, strike, sit down, slow down, or any other interference with production during the life of this Agreement may be disciplined by the Association.

ARTICLE 7 - MANAGERIAL RESPONSIBILITIES

- 7.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Association, except as may be otherwise specially provided for in this Agreement, and without limiting the generality of the foregoing, it is the exclusive function of the Association:
- (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 right in a manner that is fair, reasonable and consistent with the terms of this Agreement.

ARTICLE 8 - OUTSIDE EMPLOYMENT

- 8.01 Subject to Article 8.02, an employee may carry on any business or employment outside his regularly scheduled hours of duty provided such business or employment does not interfere with his Association duties.
- 8.02 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 interests; or
- (b) certain knowledge and information available only to Association personnel place the individual in a position where he can exploit the knowledge or information for personal gain.

ARTICLE 9 - ASSOCIATION POLICIES

- 9.01 The Association shall provide the Union with a copy of all personnel **policies**. Where the Association proposes to issue a personnel **policy** which is intended to clarify the interpretation or application of the Agreement, the Association shall provide a copy of the **policy** to the Union prior to issuing the **policy**.

ARTICLE 10 - UNION ACCESS TO ASSOCIATION PREMISES

- 10.01 Upon reasonable notification the Association shall permit access to its work premises of an accredited representative of the Union. Permission to enter the Association's premises shall not be unreasonably denied.

ARTICLE 11 - APPOINTMENT OF REPRESENTATIVES

- 11.01 The Association acknowledges the right of the Union to appoint employees as representatives. The Union will provide the Association with the name of its representative and alternates within a reasonable period.

ARTICLE 12 - TIME OFF FOR UNION BUSINESS

- 12.01 The Association will grant leave with pay to an employee who is a party to, called as a witness, or representing the Union before an Arbitration hearing.
- 12.02 When operational requirements permit, the Association 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.
- 12.03 When operational requirements permit, the Association 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 Northern Territories Federation of Labour;
 - (b) employees who exercise the authority of a representative on behalf of the Union to undertake training related to the duties of a representative;

