

COLLECTIVE AGREEMENT

BETWEEN

TASIURQTIT HOUSING ASSOCIATION

AND

PUBLIC SERVICE ALLIANCE OF CANADA

(as represented by its component)

NUNAVUT EMPLOYEES UNION

EFFECTIVE: APRIL 1, 2007
EXPIRES: MARCH 31, 2010

Nunavut Employees Union
PO Box 869
Iqaluit, Nunavut
X0A 0H0
www.neu.ca

Tasiurqtit Housing Association
PO Box 99
Whale Cove, Nunavut
X0C 0J0

Public Service Alliance of Canada
PO Box 220
Iqaluit, Nunavut
X0A 0H0

NUMERICAL INDEX

	Page
ARTICLE 1 - Purpose Of Agreement	1
ARTICLE 2 - Interpretation And Definitions.....	1
ARTICLE 3 - Recognition.....	5
ARTICLE 4 - Application.....	5
ARTICLE 5 - Future Legislation.....	5
ARTICLE 6 - Human Rights.....	6
ARTICLE 7 - Strikes And Lockouts.....	7
ARTICLE 8 - Managerial Responsibilities.....	8
ARTICLE 9 - Restriction On Outside Employment.....	8
ARTICLE 10 - Employer Directives.....	8
ARTICLE 11 - Union Access To Employer Premises.....	8
ARTICLE 12 - Appointment Of Representatives.....	9
ARTICLE 13 - Time-Off For Union Business.....	9
ARTICLE 14 - Membership Fees.....	11
ARTICLE 15 - Information.....	11
ARTICLE 16 - Provision Of Bulletin Board Space & Other Facilities.....	12
ARTICLE 17 - Designated Paid Holidays.....	13
ARTICLE 18 - Leave - General.....	14
ARTICLE 19 - Vacation Leave.....	15
ARTICLE 20 - Special Leave.....	17
ARTICLE 21 - Sick Leave.....	19
ARTICLE 22 - Other Types Of Leave.....	20
ARTICLE 23 - Hours Of Work - General.....	23
ARTICLE 24 - Overtime.....	24
ARTICLE 25 - Pay.....	24
ARTICLE 26 - Technological Change.....	26
ARTICLE 27 - Job Description.....	28
ARTICLE 28 - Vacancies, Job Posting, Promotions, And Transfers.....	28
ARTICLE 29 - Classification.....	29
ARTICLE 30 - Employee Performance Review And Employee Files.....	29
ARTICLE 31 - Suspension And Discipline.....	30
ARTICLE 32 - Grievance And Arbitration.....	30
ARTICLE 33 - Safety And Health.....	33
ARTICLE 34 - Duty Travel.....	33
ARTICLE 35 - Short Term Leave For Training Purposes.....	34
ARTICLE 36 - Maintenance Employees.....	34
ARTICLE 37 - Apprentices.....	35
ARTICLE 38 - Civil Liability.....	36
ARTICLE 39 - Contracting Out.....	36
ARTICLE 40 - Seniority.....	36
ARTICLE 41 - Lay-Off And Job Security.....	37
ARTICLE 42 - Severance Pay.....	38
ARTICLE 43 - Labour/Management Committee.....	38
ARTICLE 44 - Housing Allowance.....	41
ARTICLE 45 - Settlement Allowance.....	41
ARTICLE 46 - Benefits.....	42
ARTICLE 47 - Harassment.....	42
ARTICLE 48 - Social Justice Fund.....	44
ARTICLE 49 - Re-Opener Of Agreement And Mutual Discussions.....	44
ARTICLE 50 - Duration And Renewal.....	44
APPENDIX 'A' - Rates Of Pay.....	45
Letters of Understanding.....	46/47

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, excluding extenuating circumstances, an employee is absent without leave and has not, directly or indirectly contacted the Association within five (5) working days.
- (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) "Association" means the Tasiurqtit Housing Association.
- (e) "Bargaining Unit" means all employees of the Association excluding the Secretary Manager.
- (f) "Committee" means the Labour/Management Committee.
- (g) 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.
- (h) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Association; and
 - (i) 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;
 - (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 (3) months, his periods of employment for purposes of sick leave, vacation leave and travel benefits shall be considered as continuous employment with the Association.

- (i) "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.
- (j) "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.
- (k) "Dependant" means a person who is:
 - (i) an employee's spouse (including common law);
 - (ii) an employee's child, step-child, and adopted child who is under nineteen (19) years of age and dependant upon the employee for support;
 - (iii) an employee's child, step-child, and adopted child who is nineteen (19) years of age or over and wholly dependant upon the employee by reason of mental or physical disability; or
 - (iv) any other relative of the employee who is wholly dependant upon the employee for support by reason of mental or physical disability.
- (l) "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 continuous basis for less than a standard work day, week or month for an indeterminate period.
 - (iii) "Casual Employee" means a person employed by the Association for work of a temporary nature not to exceed six (6) continuous months.
- (m) "Employer" means the Association.
- (n) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following year.
- (o) "Holiday" means the twenty-four (24) hour period commencing at 12:01 A.M. at the beginning of a day designated as a paid holiday in this Agreement.
- (p) "Lay-Off" means an employee whose employment has been terminated because of lack of work, the discontinuance of a function, or lack of funding.
- (q) "Lieu time" means the equivalent leave with pay taken in lieu of a cash payment.
- (r) "Manager" means the Secretary Manager of the Association.
- (s) "May" shall be regarded as permissive and "Shall" and "Will" as imperative.

- (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.
- (u) "Overtime" means work performed by an employee before or after or in excess 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.
- (v) "Probation" means a period of six (6) months from the day that an employee is first employed by the Association (the initial probationary period) or a period of four (4) months after an employee has been transferred or promoted. If an employee does not successfully complete his probationary period on transfer or promotion, he shall be returned to the position held before the transfer or promotion, or by mutual consent of the Association and the employee, to a position at an equivalent classification and pay level.
- (w) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position.
- (x) "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 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 employee's annual rate of pay divided by twelve (12).
- (y) "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.
- (z) "Transfer" means the appointment of an employee to a new position that does not constitute a promotion or demotion.
- (aa) "Union" means the Public Service Alliance of Canada as represented by its agent the Nunavut Employees Union.
- (bb) "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, 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 workplace.
- 3.03 All employees covered by the Agreement must become members of and maintain membership in good standing in the Union as a condition of employment within thirty (30) days of the date they commence employment. They shall maintain membership as a continuing condition of employment.
- 3.04 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, the employees and the Association.
- 4.02 Part-time employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion as their weekly hours of work compare to the standard work week.

Printing of Collective Agreement

- 4.03 The Association 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.
- 4.04 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 will govern.

Conflict Of Provisions

- 4.05 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 Government of the Nunavut 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 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. Either party may refer any dispute arising from such negotiations to Arbitration

ARTICLE 6 – HUMAN RIGHTS

Freedom from Discrimination

- 6.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced 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, ancestry, ethnic origin, citizenship, pregnancy, lawful source of income, language, criminal offence for which a pardon has been granted, mental or physical disability (except for employment equity purposes) or by reason of union membership or activity, or by exercising their rights under the Agreement.
- 6.02 Affirmative action policies shall be deemed Non- Discriminatory.
- 6.03 The Association shall make every reasonable effort to find alternate employment for an employee who becomes mentally and/or physically disabled.

Freedom from Harassment

- 6.04 The Employer is committed to promoting a work environment which is free from sexual harassment, personal harassment or abuse of authority. The Employer, the employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from unwanted personal harassment, sexual harassment or abuse of authority, and agree that any of the aforementioned actions will not be tolerated in the workplace.

Definitions

- 6.05 "Personal Harassment" is any unwarranted behaviour by any person that is directed at and is offensive to an individual or endangers an individual's job, undermines the performance of that job, or threatens the economic livelihood of the individual. Such behaviour may take the form of the application of force, threats, verbal abuse, or harassment of a personal nature, which demeans, belittles or causes personal humiliation or embarrassment to recipient(s).
- 6.06 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature:
- (a) that might reasonably be expected to cause offence or humiliation; or
 - (b) that might reasonably be perceived as placing a condition of a sexual nature on any aspect of employment or on any opportunity for training or promotion; or
 - (c) that detrimentally affects the work environment or leads to adverse job related consequences for the victim of the harassment and includes, but is not limited to, verbal abuse, unwelcome remarks, jokes and innuendoes about one's body or attire, displaying of pornographic pictures, practical jokes which cause awkwardness or embarrassment, unwelcome invitations or requests, leering, unnecessary physical contact such as touching, patting or pinching or physical assault.

- 6.07 "Abuse of authority" means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which endanger an employee's job, undermine an employee's ability to perform the job or threatens the economic livelihood of an employee. However, it shall not include the legitimate exercise of an individual's supervisory power or authority.
- 6.08 To prevent harassment and other forms of discrimination in the workplace, the Employer shall ensure that policies are in place which addresses:
- the prevention of abuse of staff;
 - appropriate interventions to deal effectively with situations where abuse is either threatened or has occurred;
 - the incident is investigated and if warranted, plans developed to lessen the likelihood of further abusive behaviour;
 - the rights of both the complainant and the person(s) against whom the complaint has been lodged; and
 - confidentiality of information.

Procedure

- 6.09 A grievance under this Article may be initiated at any level of the grievance procedure. Any level in the grievance procedure may be waived if a person hearing the grievance is the subject of the complaint.
- 6.10 Grievances under this Article will be handled with all possible confidentiality and dispatch by the Union, the employees and the Employer.
- 6.11 An alleged offender shall be given notice of the substance of a complaint under this Article and shall be given notice of and be entitled to attend, participate in, and be represented at any grievance hearing or any adjudication under this Agreement.

Freedom from Workplace Violence

- 6.12 Every employee of the Association is entitled to employment free from workplace violence. The Association and the Union do not condone workplace violence.
- 6.13 The Association and the Union shall make every reasonable effort to ensure that no employee of the Association is subjected to workplace violence.
- 6.14 No employee of the Association shall be required to perform work at any worksite under circumstances of workplace violence. The Association shall advise all of its tenants of this.

ARTICLE 7 - STRIKES AND LOCKOUTS

- 7.01 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.

