

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CLYDE RIVER HOUSING ASSOCIATION**

**AND**

**PUBLIC SERVICE ALLIANCE OF CANADA**

**(As represented by its agent, 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" means an employee is absent without leave and excluding extenuating circumstances an employee has not contacted his Employer, within a two (2) week period;
  - (b) "Agreement" and "Collective Agreement" mean this collective agreement;
  - (c) "Alliance" means the Public Service Alliance of Canada;
  - (d) "Allowance" means compensation payable to an employee in addition to his/her regular remuneration payable for the performance of the duties of his/her position;
  - (e) "Association" and "Employer" mean the Clyde River Housing Association;
  - (f) "Bargaining Unit" means all employees of the Association excluding the Manager and Maintenance Director;
  - (g) "Continuous Employment" and "Continuous Service" mean uninterrupted employment with the Association; and
    - i with reference to reappointment of a lay-off his/her employment in the position held by him/her at the time he/she was laid off, and his/her employment in the position to which he/she 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/her periods of employment for purposes of sick leave, vacation leave and travel benefits shall be considered as continuous employment with the Association.
  - (h) "Casual Employee" means a person employed by the Employer for work of a temporary nature not to exceed nine (9) continuous months. If for any reason the casual

employment exceeds nine (9) months, the employee in that position shall become a Term Employee and shall be eligible to all rights and benefits according to this Agreement, retroactive to the first day of their employment as a casual employee. Casual Employees are not eligible for any allowances;

- (i) 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/her spouse, and lives and intends to continue to live with that spouse as if that person were his/her spouse;
- (j) "Lieu time" means leave with pay taken in lieu of a cash payment;
- (k) "Committee" means the Labour/Management Committee;
- (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/her position other than by reason of his/her being on leave of absence;
- (m) Demotion means the appointment of an employee for reasons of incompetence or incapacity, to another position for which the maximum pay is less than that of his/her former position;
- (n) "Dependent" means a person who is:
  - i That employee's spouse (including common-law);
  - ii A child, including stepchild and adopted child who:
    - iii is under nineteen (19) years of age, resides at home for a continuous period of at least one year and lives and intends to continue to live with that Employee and is dependent upon him/her for support; or
    - iv being under twenty-one (21) years of age, and who is dependent on him/her by reason of full time attendance at an educational institution; or
    - v who is wholly dependent upon him/her 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 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 work day, week or month for an indeterminate period;
  - iii "Term Employee" which means an employee employed for a fixed term in accordance with Article 47.
- (q) "Fiscal Year" means the period of time from April 1 in one year to March 31, in the following year;

- (r) "Grievance" is 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) "Designated Paid Holiday" means the twenty-four (24) hour period commencing at 12 midnight at the beginning 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) "Manager" means the Manager of the Association;
- (w) "May" shall be regarded as permissive and "Shall" and "Will" as imperative;
- (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 and shall not include an initiation fee, insurance premium or special levy;
- (y) "Overtime" means work performed by an employee before or after or in excess or outside of his/her regularly scheduled hours of work;
- (z) "Probation" means a period of six (6) months from the day upon which an employee is first appointed to the Association or a period of three (3) months after an employee has been transferred or promoted. If an employee does not successfully complete his/her probationary period on transfer or promotion the Employer will make every reasonable effort to appoint him/her to a position comparable to the one from which he/she was transferred or promoted;
- (aa) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his/her former position;
- (bb) "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 25;
  - 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 bi-weekly rate of pay multiplied by 26.088.
  - v "monthly rate of pay" means an employee's annual rate of pay divided by twelve (12).
- (cc) "Representative" means an employee or some other individual 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;
- (dd) "Straight-time rate" means the hourly rate of pay;

- (ee) "Time and one-half" means one and one-half times the straight time rate;
  - (ff) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion;
  - (gg) "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;
  - (hh) "Union" means the Public Service Alliance of Canada as represented by its agent, the Nunavut Employees Union;
- 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, have the same meaning as given to them in the Act or 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 Employer recognizes the Union as the exclusive bargaining agent for all employees in the Bargaining Unit.
- 3.02 The Employer will advise prospective employees prior to their employment that the Association is a unionized workplace.
- 3.03 All employees covered by this 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 commenced employment. They shall maintain membership as a continuing condition of employment.

### **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. If an Inuktitut (Baffin dialect) version of this Agreement is requested, the Union and the Employer will share equally all costs associated with the translation of this Agreement. In any dispute between the versions of this Agreement, the English version shall govern.
- 4.03 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.

### **ARTICLE 5 - Security Of The Agreement**

#### **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. Any dispute arising from such negotiations may be referred to arbitration by either party.

**Conflict of Provisions**

- 5.02 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.

**ARTICLE 6 - Strikes And Lockouts**

- 6.01 There shall 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.
- 6.02 Any employee who participates in any interruption or impeding of work, work stoppage, strike, sit-down, slowdown, or any other interference with production may be disciplined by the Employer, however such discipline may be the subject of a grievance.
- 6.03 No Employee shall be required to cross any picket line. No Employee shall suffer loss of pay or benefits as a result of a refusal to cross a picket line.

**ARTICLE 7 - Managerial Responsibilities**

- 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 - Human Rights**

- 8.01 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. Affirmative action policies shall be deemed non-discriminatory.

- 8.02 No employee shall be disciplined, harassed or discriminated against by the Employer for making public any Government wrong doing or environmental damage.
- 8.03 The Employer shall make every reasonable effort to find alternate employment for an employee who becomes mentally and/or physically disabled.

### **Harassment**

- 8.04 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.
- 8.05 Cases of proven unwanted personal harassment, sexual harassment or abuse of authority by a person employed by the Employer is considered a disciplinary infraction and will be dealt with as such.

### **Definition**

- 8.06 Personal harassment means any improper behaviour by a person employed by the Employer that is directed at and offensive to another person employed by the Employer which the first person knew or ought reasonably to have known would be unwelcome. Personal harassment comprises objectionable conduct, comment, act or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient.
- 8.07 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 employment or on any opportunity for training or promotion.
- 8.08 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.

### **Procedure**

- 8.09 Any level in the grievance procedure may be waived if a person hearing the grievance is the subject of the complaint.
- 8.10 Grievances under this Article will be handled with all possible confidentiality and dispatch by the Union and the Employer.
- 8.11 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.

