

COLLECTIVE AGREEMENT

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA

(as represented by its agent)

NUNAVUT EMPLOYEES UNION

AND

CORAL HARBOUR HOUSING ASSOCIATION

Effective: April 1, 2009
Expires: March 31, 2013

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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.
- 1.02 The parties to this Agreement share a desire to improve the quality, 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.

ARTICLE 2 - Interpretation And Definitions

- 2.01 For the purpose of this Agreement:
- (a) "Abandonment of position" occurs when an employee is absent for work and has not contacted the Employer within a five (5) working day period, except where lost or stranded away from Coral Harbour.
 - (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" and "Employer" mean the Coral Harbour Housing Association.
 - (e) "Bargaining Unit" means all employees of Coral Harbour Housing Association, excluding the Secretary Manager, as certified by the Canada Labour Relations Board on May 14, 1996.
 - (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 (1) 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.
 - (h) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Association. Employees who are on layoff and recalled or who are on approved leave of absence and return to work will be considered to

have been continuously employed but seniority will not accrue during any period of layoff or leave of absence.

- (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 residing with the employee who is the employee's spouse (including common-law), child, step-child, adopted child or foster child (if they have resided with the employee for more than two years), who is under the age of 19 and dependent on him for support or being 19 years or over, is dependent upon him by reason of:
 - (i) mental or physical infirmity; or
 - (ii) is in full-time attendance at a recognized institution of learning.
- (l) "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.
- (m) "Double time" means twice the straight time rate.
- (n) "Employee" means a person employed by the Association who is a member of the Bargaining Unit and includes:
 - (i) a "casual employee" which means a person employed by the Employer for work of a temporary nature;
 - (ii) a "full time employee" which means a person employed on a continuing basis for an indeterminate period;
 - (iii) a "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.
- (o) "Fiscal Year" means the period of time from April 1 in one year, to March 31 in the following year.
- (p) "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.

- (q) "Layoff" means the termination of employment because of lack of work, lack of funding or because of the discontinuance of a function.
- (r) "Leave of Absence" means absence from duty with the Employer's permission.
- (s) "Lieu Time" means leave with pay taken in lieu of a payment.
- (t) "Manager" means the Secretary Manager of the Association.
- (u) "May" shall be regarded as permissive and "shall" and "will" as imperative.
- (v) "Membership Fees" means the fees established pursuant to the By-Laws of the Public Service Alliance of Canada as the fees payable by the members of the Bargaining Unit but shall not include union fines.
- (w) "Overtime" means work performed by an employee in excess of or outside of his regularly scheduled hours of work.
- (x) "Probation" means a period of six (6) months from the day upon which an employee is first appointed to the Association and six (6) months on promotion or transfer.
- (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.
- (z) "Rates of Pay":
 - (i) daily rate of pay means an employees hourly rate of pay, as set out in Appendix "A", multiplied by the employee's regular daily hours of work;
 - (ii) weekly rate of pay means an employee's daily rate of pay multiplied by five;
 - (iii) annual rate of pay means an employee's weekly rate of pay multiplied by 52.176.
- (aa) "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.
- (bb) "Straight time rate" means the hourly rate of pay.
- (cc) "Time and one half" means one and one-half the straight time rate.
- (dd) "Transfer" means the appointment of an employee to a new position, that does not constitute a promotion or demotion.
- (ee) "Union" means the Public Service Alliance of Canada, as represented by its agent Nunavut Employees Union.

(ff) "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 Employer recognizes the Union as the exclusive bargaining agent for all employees in the Bargaining Unit.

3.02 The Employer will advise prospective employees that the Association is a unionized work place.

ARTICLE 4 - Human Rights

Freedom from Discrimination

4.01 The Employer, the Union 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, political belief, political association, social condition, conviction for which a pardon has been granted, union membership or activity, or for exercising their rights under this Agreement.

4.02 Affirmative action policies shall be deemed non-discriminatory.

4.03 The Employer shall make every reasonable effort to find alternate employment for an employee who becomes mentally and/or physically disabled, but there is no guarantee that there will be alternate employment available for the employee.

Freedom from Workplace Violence

4.04 "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.

- 4.05 Every employee is entitled to employment free of workplace violence.
- 4.06 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence.
- 4.07 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.
- 4.08 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.
- 4.09 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.
- 4.10 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.
- 4.11 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

- 4.12 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature
- (a) that is likely to cause offence or humiliator 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.
- 4.13 Every employee is entitled to employment free of sexual harassment.
- 4.14 The Employer and all employees will make every reasonable effort to ensure that no employee is subjected to sexual harassment.
- 4.15 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.
- 4.16 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 or taking disciplinary measures in relation thereto.

- 4.17 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 5 - Application

- 5.01 The provisions of this Agreement apply to the Union, the employees, and the Employer.
- 5.02 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.
- 5.03 If an Inuktitut version of this Agreement is requested, the Union and the Employer 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.

Future Legislation

- 5.04 In the event that any law passed by Parliament, or 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 re-opened 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

- 5.05 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 Employer, the provisions of this Agreement shall prevail.

ARTICLE 6 - Strikes And Lockouts

- 6.01 There shall be no lockouts 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, slow-down, or any other interference with production during the life of this Agreement, may be disciplined by the Employer.

ARTICLE 7 - Management Rights

- 7.01 The Employer has the right to manage the Association and retains all rights of management, except for those specifically set out in this Agreement.
- 7.02 The Association 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 Clause 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.
- 8.03 When an employee wishes to carry on any business or employment outside his regularly scheduled hours of duty he shall notify the Employer in writing of the nature of such business or employment.
- 8.04 For the purposes of this Article:
- (a) "business" means a business conducted by an employee under a formal business name;
 - (b) "employment" means any employment activity of an employee for another employer where a T-4 slip is issued.

