



## Directive on Housing for Schools and Adult Education Centers employees

<b>Department responsible:</b> Equipment Services	<b>Approved by:</b>  _____ Director General
<b>Effective date:</b> January 1 <sup>st</sup> , 2003	<b>Amended on:</b> June 20, 2003 June 19, 2006
<b>Reference:</b> <u>Policy CC 2002/03-55</u> <u>Collective agreement:</u> Teachers: sections 11-12.00, 12-7.00 and Annexes XII, XXVI <u>Directives:</u> ADM-08 / Insurance coverage and EQU-02 Use of school board facilities	

***Underlined article numbers identify provisions already adopted by the Council of Commissioners***

### **1. Premises**

- 1.1      purpose      This directive sets the rules pertaining to the attribution, use and conditions related to the housing units of local school employees in the regular sector, employees of adult education centres and employees of the Vocational training centre in Nunavik.
- 1.2      definition      In this directive, the following expressions are defined as:
- a) **Center Director:** the Centre Director in the regular sector or, where applicable, the Centre Director of an Adult Education Centre or the Vocational Training Centre;
  - b) **dependent:** a dependent child or spouse as defined below in c) and f) and any other dependent as defined in the Taxation Act provided that they reside with the employee in the locality of assignment;
  - c) **dependent child:** a child of an employee, of his or her spouse or of both, or a child living with the employee for whom adoption procedures have been undertaken, who is unmarried and living or domiciled in Canada, who depends on the employee for his financial support and who is under 18 years of age;

every child under 25 years of age who is a duly registered student attending a recognized institution of learning on a full-time basis or a child of any age who has become totally disabled before reaching his or her 18<sup>th</sup> birthday or before reaching his 25<sup>th</sup> birthday if he was a duly registered student attending a recognized learning institution on a full-time basis and has remained continuously disabled since;

- d) dwelling: the residential unit occupied by a tenant including the content, accessories and related premises;
- e) **employee**: any person entitled to housing benefit in Nunavik according to his working conditions and employed by a school, an Adult Education Centre or the Vocational Training Centre;
- f) **seniority**: period of employment for KSB as calculated on June 30<sup>th</sup> of each year as per collective agreements or other working conditions;
- g) **spouse**: either of two persons who
  - i. are married or joined in civil union and cohabiting;
  - ii. being of opposite sex or the same sex, are living together in a conjugal relationship and are the father and mother of the same child;
  - iii. are of opposite sex or the same sex and have been living together in a conjugal relationship for at least one (1) year;

it being specified that the dissolution of the marriage by divorce or annulment or the dissolution of the civil union as provided for by law as well as any de facto separation for more than three (3) months in the case of persons living together in a conjugal relationship, cancels this status.

- h) **tenant**: an employee to whom the housing unit was attributed.

## **2. Attribution of local housing**

- 2.1 [application](#) The School Board shall provide housing for any employee whose point of departure is greater than 50 km from his place of assignment in a Nunavik community. Employees of the School Board's administrative center and housing dedicated to these employees are not covered by the rules established in this directive.
- 2.2 [responsibility](#) The Centre Director is responsible for the attribution of housing under his jurisdiction at the local level.
- 2.3 [consultation of the teachers](#) The Centre Director of the regular sector consults the School Council on the distribution, maintenance and repair of housing units for teachers at the regular sector as well as on the supervision of housing units and storage of personal effects during the teachers' absences.

- 2.4 [priority / employees with dependent\(s\)](#) Attribution of housing shall be made on the basis of the needs of the employee's family according to the number of bedrooms per housing unit as determined in Section 2.5 and according to the following priorities:
- a) employees with dependent(s) who reside with them have first priority according to the number of dependent(s);
  - [single employees sharing a unit](#) b) single employees sharing a unit have second priority;
  - [couple no children](#) c) an employee with his spouse with no dependent or single employees have third priority (with equal seniority, a couple has priority over a single person);
  - [employees who live in the community/all year](#) d) an employee who lives in the community all year long shall have priority over an employee who is only in the community for part of the year;
  - e) any other attribution could be considered only after the employees with the above status were attributed a house.

- 2.5 [adequate lodging based on the status](#) An employee is considered to have adequate housing based on his needs according to the following table:

Employee's status	Categories of adequate lodging
a) single without dependent	▪ 1 and 2 bedroom(s)
b) with spouse	▪ 1 and 2 bedroom(s)
c) with one dependent (other than the spouse)	▪ 2 bedrooms
d) with two dependents (other than the spouse)	▪ 2 and 3 bedrooms
e) with three dependents (other than the spouse)	▪ 3 bedrooms and more

- 2.6 [when needs are equivalent](#) When two (2) employees have equal priorities, the first choice should be given to the employee with the most seniority in the Board. Should this latter be the same, the attribution is determined by drawing lots.
- 2.7 [returning from holidays or a leave of absence](#) Employees returning from holidays or a leave of absence have priority on their original housing unit after the leave inasmuch as this unit has not been reassigned to an employee with higher priority, which cannot be met with other available housing.
- 2.8 [employee with adequate housing](#) An employee who has adequate housing cannot displace another employee. He can only move to a vacant housing unit.
- 2.9 [displacement during the year](#) The School Board can't displace during the school year an employee who occupies a dwelling of a higher category, when the occupation of such dwelling was not his own choice, unless the Centre Director and the employee come to an agreement to this effect.

2.10 [posting](#) At least thirty (30) days before the end of each school year, a list of employees with their housing priority is posted by the Centre Director in the school, Adult Education Center or Vocational Training Center. The attribution rules apply if a change in the housing occupancy becomes necessary.

When a housing unit becomes available during the school year, the Centre Director posts it for at least 7 days before its attribution to one of the applicants.

The employee interested to apply for an available dwelling, must transmit a written request to the Centre Director.

2.11 [local employees](#) As per Annex XII of the teachers' collective agreement, when needs are met for employees recruited outside of the community, any vacant unit may be granted to local employees. In such cases however, the Board may end the agreement as it deems appropriate as provided in the "*Directive on the use of KSB facilities and equipment by the Community or other organizations*".

### **3. Conditions applicable when an employee moves into another unit**

3.1 [voluntary move](#) When an employee who has adequate housing voluntarily requests and is granted the right to move to another unit, he must assume all costs incurred by this moving.

3.2 [obligation to move](#) When KSB requires movement of personnel within the housing units, it must assume the costs of the said move.

### **4. Use of occupied unit in a community /**

4.1 [application](#) The housing unit of an employee may not be used by another person without the authorization of that employee during any period during which that employee pays rent.

4.2 [teacher on approved leave of absence of no less than 45 days](#) When a teacher, along with his dependents, temporarily leaves the community of assignment on an approved leave of absence for a minimum duration of 45 consecutive working days, and the Board is obliged to hire a substitute teacher while no other housing is available, the teacher shall voluntarily make his housing unit available to the substitute, and the Board agrees to:

- a) have all the concerned teacher's personal belongings and furniture placed in storage at KSB's expense;
- b) reimburse insurances costs for the teacher's personal effects for the duration of the substitute teacher's stay in the housing unit;
- c) reimburse charges incurred by the teacher for disconnection and connection of telephone service;

- d) have the housing unit cleaned prior to the teacher's return;
- e) prior to the teacher's return, return all the furniture in the same housing unit he occupied prior to his leave of absence.

4.3 [responsibility for damages](#) Persons using any housing unit must be held responsible for any loss or use of personal material, food or equipment in the unit.

## 5. Board's obligations

- 5.1 [housing unit condition](#) The Centre Director must maintain the housing unit in good condition. The unit must be clean and in good condition when he hands it over.
- 5.2 [major repairs](#) Any required major repairs must be accomplished within a reasonable time frame.
- 5.3 [access to units](#) Except in case of emergency, the Centre Director must give 24 hours' notice if he wishes to inspect the state of the premises or carry out repairs, unless the tenant agrees otherwise.
- 5.4 [services provided](#) The Board assumes the costs of electricity, heating, water distribution and sewage and waste collection. Snow removal will be assumed by the tenant, except when required to obtain the services provided for in the previous paragraph.

## 6. Tenant's obligations

- 6.1 [rents](#) Rents shall be paid in accordance with the various provisions contained in collective agreements or other working conditions.
- 6.2 [use of the housing unit](#) The tenant must use the housing unit and the furniture with care and for lodging purposes only.  
  
The tenant should not transfer or assign nor sublet all or any part of the occupied premises.
- 6.3 [condition of the housing unit](#) The tenant must maintain the housing unit and the surrounding grounds in a good, safe and clean condition and shall not store dangerous and hazardous products or material inside the unit.
- 6.4 [damages to the unit or furniture](#) The tenant is responsible for damages, losses and deteriorations suffered by the unit or the furniture, caused by his negligence or by the negligence of a person or animal having access to the unit.
- 6.5 [notification of the Board](#) The tenant shall inform the Board of all damages to or deterioration of the unit or furniture. Any request for repairs must be done in writing by completing the work order transmitted to the Centre Director (see *Annex A*).
- 6.6 [insurance coverage](#) The tenant has the sole responsibility to contract insurance in order to cover any loss or damage to his belongings and to cover his civil liability.

The cost of that insurance is not reimbursed by KSB, under any circumstances.

- 6.7 [inspection report](#) The tenant must vacate the housing unit at the end of his employment and must sign the inspection report (see **Annex B**).
- 6.8 [household pets](#) A tenant should not have more than (3) three household pets in his housing unit.
- 6.9 [remuneration](#) The teacher shall not accommodate against remuneration a person other than an employee or a representative of the School Board. However, the present exception does not apply during cultural events or other special events in the community.

## **7. Lease**

- 7.1 [lease](#) The Board is not required to provide signed leases, it being understood that unless there is an agreement to the contrary between the Board and the tenant, the lease shall expire on the last day of the tenant's year if he is a teacher. Other legislative provisions may apply such as those found in the Quebec Civil Code. The lease is accessory to the employee's employment contract.

## **8. Application of this directive**

- 8.1 [previous provisions](#) The present directive replaces all other directives of the Board pertaining to this subject, while respecting the policies adopted by the Council of Commissioners where applicable. If such policies are adopted, the provisions of these policies will be integrated into this directive for the benefit of the reader.
- 8.2 [responsibility](#) The Director of Equipment Services is the person responsible for the application of this directive.

**Annex A**  
*Work order*



**BON DE TRAVAIL**  
**WORK ORDER/ᐱᓄᓯᑦᑯᑦᑭᑦᑭᑦ**

Commission Scolaire **Kativik** School Board

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