



## Directive on Housing for Employees of the School Board's Administrative Centre in Kuujjuaq

<b>Department responsible:</b> Material Resources	<b>Approved by:</b>  _____ Director General
<b>Effective date:</b> January 1 <sup>st</sup> , 2011	<b>Amended on:</b> January 14, 2014 and October 21, 2015
<b>Reference:</b> <u>Policy CC 2010/2011-16</u> <u>Collective agreements:</u> Professionals: 10-8.00 Support Staff: 6-6.00 <u>By-law respecting the employment conditions of management personnel</u> Article 49	<b>Related policies:</b> ADM-08 / Insurance coverage and civil liability EQU-02 Use of school board facilities EQU-03 / Housing for schools and adult education center employees FIN-01 / Business Travel for Elected Representatives FIN-02 / Employees' Business Travel

***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 Employees of the School Board's administrative centre located in Kuujjuaq. Rules applicable to local school employees in the regular sector, adult education centres, Vocational training centre and employees assigned to regional maintenance are governed by another Directive.
- 1.2 [definition](#) In this directive, the following expressions are defined as:
- a) **Administrative Centre:** the administrative centre located in Kuujjuaq;
  - 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 Kuujjuaq;
  - 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) **Director of MRS:** the Director of Material Resources Services or his delegate;
- e) **dwelling:** the residential unit occupied by a tenant including the content, accessories and related premises;
- f) **employee:** a person entitled to housing benefit according to his working conditions and employed by the administrative centre;
- g) **point of departure:** domicile at the time the employee is hired;
- h) **Maintenance Manager:** the Manager in Kuujuaq under the authority of the Director of MRS;
- i) **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;
- j) **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 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 3 months in the case of persons living together in a conjugal relationship, cancels this status.
- k) **tenant:** an employee to whom the dwelling was attributed.

## **2. Attribution of Housing**

- 2.1 [responsibility](#) The Director of Material Resources is the person responsible for the attribution of housing for employees of the Administrative Centre in Kuujuaq.
- 2.2 [Housing list](#) The Director of Material Resources issues a Housing List which identifies units designated for the Regular Sector, Education services and Adult Education. In making housing assignments, the Director refers to the Housing List.

- 2.3      [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 dwelling as determined in article 2.4 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 couple no children](#)      b) single employees sharing a dwelling have second priority;
  - 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);
  - d) any other attribution could be considered only after the employees with the above status were attributed a dwelling.

- 2.4      [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 housing
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

- 2.5      [when needs are equivalent](#)      When 2 employees or more have equal priorities, the first choice shall be given to the employee with the most seniority in the Board; Should one of the above be the same, the attribution is determined by drawing lots.

- 2.6      [returning from holidays or a leave of absence](#)      Employees returning from holidays or a leave of absence have priority on their original dwelling after the leave inasmuch as this unit has not been reassigned to an employee with higher priority, which cannot be met with other available dwellings.

- 2.7      [employee with adequate housing](#)      An employee who has adequate housing cannot displace another employee. He can only move to a vacant dwelling.

- 2.8      [posting](#)      When a dwelling becomes available, the Maintenance Manager posts it for at least 7 days before attributing it to one of the applicants.

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

- 2.9 [local employees](#) When needs are met for employees recruited outside Kuujuaq, any dwelling may be granted to employees not otherwise entitled to KSB housing. 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 dwelling**

- 3.1 [voluntary move](#) When an employee who has adequate housing voluntarily requests and is granted the right to move to another dwelling, he must assume all costs incurred by this moving.
- 3.2 [obligation to move](#) When KSB requires an employee to move from one dwelling to another, it must assume the costs of the said move.

### **4. Use of dwellings**

- 4.1 [application](#) The dwelling 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 [on approved leave of absence of no less than 30 days](#) When an employee, along with his dependents, temporarily leaves Kuujuaq on an approved leave of absence for a minimum duration of 30 consecutive working days, and the Board hires a replacement while no other housing is available, the employee shall make his dwelling available to the replacement, and the Board agrees to:
- a) have all the concerned employee’s personal belongings and furniture placed in storage at KSB’s expense;
  - b) reimburse insurances costs for the employee’s personal effects for the duration of the replacement’s stay in the dwelling;
  - c) reimburse charges incurred by the employee for disconnection and connection of telephone service;
  - d) have the dwelling cleaned prior to the employee’s return;
  - e) prior to the employee’s return, return all the furniture in the same dwelling he occupied prior to his leave of absence.
- 4.3 [support staff on approved leave of absence of 30 days or more](#) When a support staff member and his dependents temporarily leave his assigned community on an approved leave of at least 30 consecutive working days, and the KSB is unable to find housing for his replacement, the staff member shall allow the replacement staff to take his unit. The KSB agrees to:
- a) store the absent employee’s belongings and furniture at KSB’s expense;
  - b) reimburse charges incurred by the employee for disconnection/connection of telephone service;

- c) ensure return of all the employee's belongings and furniture to his original unit prior to his return from leave.

- 4.4 [professional and manager on approved leave of absence of 30 days or more](#) When a Professional or Manager and his dependents, temporarily leave their assigned community on an approved leave of absence of at least 30 consecutive working days, and the KSB is unable to find housing for his replacement, the Professional or Manager shall voluntarily make his unit available to the replacement.
- 4.5 [responsibility for damages](#) Persons using any dwelling must be held responsible for any loss or use of personal material, food or equipment in the dwelling.

## **5. Board's obligations**

- 5.1 [housing unit condition](#) The School Board must maintain the dwelling in good condition and it must be clean and in good condition when the Board 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 School Board shall 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 later.

## **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 KSB owns and provides subsidized rental housing to eligible employees in the communities. The dwelling unit assigned to an employee is for personal lodging only;

To maintain their housing privilege, tenants and their recognized dependents must occupy their dwelling as a residence.

Tenants may use the assigned dwelling for lodging purposes only and must maintain the dwelling and furnishings in good condition, factoring in normal wear and tear.

The tenant should not transfer, assign or sublet all or any part of their dwelling; however, tenants are entitled to host visitors for short term visits under the following conditions:

- a) Tenants may host family or friends, but cannot receive remuneration for hosting them;
- b) Provided they inform the Maintenance Manager, tenants may host free of charge non-KSB related individuals for billeting during cultural or special community events;
- c) Provided they inform the Maintenance Manager, tenants may host KSB staff, elected members and other individuals mandated or contracted by the KSB for remuneration, at the rates established in the KSB Directive on Business Travel;
- d) Tenants may host non-KSB related people against remuneration; however, these visits must be short term. Further, except for emergencies (for example, storm-strayed travelers), tenants require written approval from the Director of Material resources or his delegate, to host non-KSB staff for remuneration.

- 6.3 [condition of the housing unit](#) The tenant must maintain the dwelling 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 to 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 Maintenance Manager (*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 dwelling 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 household pets in his dwelling.
- 6.9 [locks and hardware](#) Tenants may not change any locks or other hardware without authorization of the KSB.

## **7. Lease**

- 7.1 [lease](#) The Board is not required to provide signed leases and 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](#) Any person referred to in this Directive must abide by all its provisions and all managers of the School Board are responsible to ensure that all its provisions are applied and respected.

The Director of Material Resources Service is the person responsible for providing support in the interpretation of this Directive and to ensure its revision when necessary.





