DIRECTIVE ON HOUSING FOR EMPLOYEES IN NUNAVIK

Department responsible:	Approved by:
Material Resources	
	Director General
Effective date:	Amended:
January 1, 2011	January 14, 2014, October 21, 2015 and
	June 15, 2023
References:	
Policy CC 2010/2011-16	
Collective agreements:	
Professionals: 10-8.00	
Support Staff: 6-6.00	
By-law respecting the employment	
conditions of management personnel	
Section 49	
Policy CC 2002/03-55	
Collective agreement: Teachers: sections	
12-7.00, 11-12.00 and Appendices XII,	
XXVI	
Policies: ADM-08 Directive on insurance	
coverage and civil liability; EQU-02	
Directive on the use of school board	
facilities and equipment by the	
community or other organizations; FIN-01	
Directive on business travel for elected	
representatives; FIN-02 Directive on	
business travel for employees	

1. PREMISE

- 1.1 <u>purpose</u> This directive governs the rules pertaining to the assignment, use and conditions related to the housing units of Kativik Ilisarniliriniq employees in Nunavik.
- 1.2 <u>definition</u> In this directive, the following terms shall mean:

Centre director: the centre director in the regular sector or, if applicable, the Adult Education and Vocational Training centre director;

DMR: the director of Material Resources and Transportation or his or her delegate;



Manager: the Material Resources and Transportation manager in the communities who reports to the director of Material Resources;

Housing administrator: the DMR or his or her delegate, the manager or the centre director; see Appendix D for the list of communities and respective housing administrators;

KI: Kativik Ilisarniliriniq, the employer and who is represented by the housing administrator.

- a) **dependent**: a dependent child or spouse within the meaning of paragraphs b) and g)and any other dependent in accordance with the Taxation Act provided that the dependent resides with the employee.
- b) 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 18th birthday or before reaching his or her 25th birthday if he or she was a duly registered student attending a recognized learning institution on a full-time basis and has remained continuously disabled since.
- c) dwelling: the residential unit occupied by a tenant including its content, accessories and related premises.
- d) employee: a person entitled to the housing benefit based on his or her working conditions and employed by KI.
- e) point of departure: domicile at the time the employee is hired.
- f) seniority: number of years of service at KI, calculated on June 30th of each year as per the provisions of the collective agreements or other working conditions.
- g) spouse: persons who:
 - a. are married or joined in civil union and cohabiting;



- being of the opposite sex or the same sex, are living together in a conjugal relationship and are the father and mother of the same child;
- are of the opposite sex or the same sex and have been living together in a conjugal relationship for at least 1 year;
- d. 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.
- h) **tenant:** an employee to whom the dwelling was assigned.

2. ASSIGNMENT OF HOUSING

- 2.1 <u>Criteria</u> KI provides, upon hiring, a dwelling to every employee who resides more than 50 km from the Nunavik community where he or she is assigned, unless his or her spouse already resides in a private dwelling or a dwelling provided by KI or by another organization.
- 2.1.1 <u>Assignment of</u> The housing administrator is responsible for assigning, repairing housing and maintaining dwellings under his or her responsibility at the local level, when tenants change, as well as supervising dwellings and storing employees' personal belongings when they are away. The DMR or his or her delegate shall maintain a list of housing administrators assigned to each community.
- 2.1.2 <u>Fixtures and</u> The housing administrator replaces the fixtures and furniture of <u>furniture</u> dwellings based on the list of furniture provided in the dwellings and their replacement frequency (Appendix C).

Appendix C establishes the list of furnishings and furniture eligible for reimbursement and the replacement frequency. Any employee from Nunavik working in the South or any "regional" employee working in Nunavik living in a non-KI residence and for whom a similar allowance is not provided by his or her spouse is eligible for the reimbursement of furniture.



- 2.2 <u>housing list</u> The DMR creates a housing list which identifies units designated for the regular sector, Education services and Adult Education. When units are assigned, the respective housing administrator must update the list.
- 2.3 <u>priority/</u> The assignment of housing shall be made on the basis of the <u>employees with</u> needs of the employee's family according to the number of <u>dependent(s)</u> bedrooms per dwelling as determined in section 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);

<u>single employees</u> <u>sharing a unit</u> <u>couple no children</u>

- b) single employees sharing a dwelling have second priority;
 - 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) an employee who lives in the community year-round has priority over an employee who only lives there only part of the year;
- e) any other assignment could be considered only after the employees with the above status were attributed a dwelling.
- 2.4 <u>adequate</u> An employee is considered to have adequate housing based on <u>lodging based</u> his or her needs according to the following table: on the status

Employee's status	Adequate housing category
a) Single without dependent	 1 and 2 bedroom
b) With spouse	• 1 and 2 bedroom
c) With one dependent (other than the spouse)	• 2 bedroom
d) With two dependents (other than the spouse)	• 2 and 3 bedroom
e) With three dependents (other than the spouse)	• 3 bedroom and more

2.5 <u>when needs</u> When 2 or more employees have equal priorities, the first choice <u>are equivalent</u> shall be given to the employee with the most seniority at KI. Should one of the above be the same, the assignment is determined by drawing lots.



- 2.6 <u>returning from</u> Employees returning from holidays or a leave of absence have <u>holidays or a</u> priority of their original dwelling after the leave inasmuch as this <u>leave of absence</u> unit has not been reassigned to an employee with higher priority, which cannot be met with other available dwellings.
- 2.7 <u>employee with</u> An employee who has adequate housing cannot displace another <u>adequate housing</u> employee. He can only move to a vacant dwelling.
- 2.8 <u>displacement</u> KI can displace an employee during the current school if he or during current year she occupies a dwelling of a superior category to assign it to another employee with greater priority if the unit belongs to an employee on leave pursuant to section 4.2.
- 2.9 <u>posting</u> At least 30 days prior to the end of the school year, the list of employees and their level of priority in terms of housing is posted in the school by the housing administrator. The rules governing t assignment of housing apply when a change in the occupation of dwelling is deemed necessary.

When a dwelling becomes available, the housing administrator must post it for at least 7 days before assigning it to one of the applicants.

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

2.10 <u>local employees</u> According to Appendix XII of the Collective Agreement for Teachers, any dwelling remaining vacant after all the needs of employees not hired locally have been met may be assigned to a community employee. In such cases, however, KI may terminate the agreement as it sees fit, as stipulated in the *Directive on the use of KI facilities and equipment by the Community or other organizations*.

3. CONDITIONS APPLICABLE WHEN AN EMPLOYEE MOVES INTO ANOTHER DWELLING

- 3.1 <u>voluntary</u> When an employee who has adequate housing voluntarily requests move and is granted the right to move to another dwelling, he or she must assume all costs incurred by this move.
- 3.2 <u>obligation</u> When KI requires an employee to move from one dwelling to <u>to move</u> another, KI must assume the costs of the said move.



4. USE OF DWELLINGS

- 4.1 <u>application</u> The dwelling of an employee may not be used by another person without the prior authorization of that employee during any period during which that employee pays rent.
- 4.2 <u>on approved</u> When an employee, along with his or her dependents, temporarily leave of absence of no less than leave of absence for a minimum of 30 consecutive working days, <u>30 days</u> and KI hires a replacement while no other housing is available, the employee shall make his or her dwelling available to the replacement, and KI agrees to:
 - a) have all the concerned employee's personal belongings and furniture placed in storage at KI's expense.
 - 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 occupied prior to his or her leave of absence.
 - f) ensure the return of all goods and furniture to the dwelling.
- 4.3 responsibility Persons using any dwelling are responsible for any loss or use of for damages personal material, food or equipment in the dwelling.

5. OBLIGATIONS OF KI

- 5.1 <u>housing unit</u> KI must maintain the dwelling in good condition and it must be <u>condition</u> clean and in good condition when KI hands it over.
- 5.2 <u>major repairs</u> Any major necessary repairs must be accomplished within a reasonable time frame.



5.3 <u>access to</u> Except in case of emergency, KI shall give 24 hours notice if he <u>units</u> or she wishes to inspect the state of the premises or carry out repairs, unless the tenant agrees otherwise.

The schedule for home inspection visits is:

- a) Upon arrival of the employee in Nunavik
- b) Once a year, before the Christmas break to determine renovation needs*
- c) Following the permanent departure of a KI employee*
- d) In case of emergency*
- e) When the housing administrator has good reason for the visit, prior authorization of the DMR is required*

*The tenant's presence is optional.

5.4 <u>services</u> KI assumes the costs of electricity, heating, water distribution and provided 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 <u>rents</u> Rent shall be paid in accordance with the various provisions contained in collective agreements or other working conditions.
- 6.2 <u>use of the</u> KI owns and provides subsidized housing to eligible employees in <u>housing unit</u> the communities. The dwelling 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 housing administrator, tenants may host free of charge non-KI related individuals for billeting during cultural or special community events.



- c) Provided they inform the housing administrator, tenants may host KI staff, elected members and other individuals mandated or contracted by KI for remuneration, at the rates established in the KI Directive on Business Travel.
- d) Tenants may host non-KI related people for remuneration; however, these visits must be short term. Further, except for emergencies (for example, stormstrayed travelers), tenants require written approval from the DMR or his or her delegate, to host non-KI staff for remuneration.
- 6.3 <u>condition of</u> The tenant must maintain the dwelling and the surrounding <u>the housing unit</u> grounds in a good, safe and clean condition and shall not store dangerous and hazardous products or material inside the unit.
- 6.4 <u>damages to</u> The tenant is responsible for damages, losses and deteriorations <u>the unit or</u> suffered by the unit or the furniture, caused by his or her <u>furniture</u> negligence or by the negligence of a person or animal having access to the unit. KI reserves the right to claim any resulting cleaning, repair or renovation expenses.

Based on the extent of the damages noted during the housing administrator's visit(s), the tenant may be required to vacate the dwelling in order to perform the necessary repairs, and some of his or her privileges may be revoked, such as those set out in sections 6.2 and 6.8,

- 6.5 <u>notice to KI</u> The tenant shall inform KI of any and all damage to or deterioration of the unit or furniture. Any request for repairs must be made in writing by completing the work order transmitted to the MR maintenance team by email (*see Appendix A*).
- 6.6 <u>insurance</u> The tenant has the sole responsibility to contract insurance in <u>coverage</u> 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 KI, under any circumstances.

- 6.7 <u>inspection</u> The tenant must vacate the dwelling at the end of his <u>report</u> employment and sign the inspection report (see **Annex B**).
- 6.8 <u>pets</u> A tenant may not have more than two (2) domestic animals in his or her dwelling. However, the tenant must comply with municipal regulations to this effect.

If a tenant owns three (3) pets when this policy comes into effect, he or she may keep them until the death of one of the pets.



KI reserves the right to specify that certain dwellings are "pet free."

- 6.9 <u>locks and</u> Tenants may not change any locks or other hardware without the <u>hardware</u> authorization of KI.
- 6.10 <u>Use of tobacco</u> All dwellings are NON-SMOKING. <u>and/or cannabis</u>

7. LEASE

7.1 <u>lease</u> KI is not required to provide signed leases, it being understood that unless agreed otherwise between KI and the tenant, the lease expires on the last day of the tenant's teaching year if the tenant is a teacher. Other legislative provisions may apply such as those found in the Civil Code of Québec. The lease is accessory to the employee's employment contract.

As such, an annual occupancy agreement will be prepared and signed by KI and the tenant. This agreement will be automatically renewed annually but will be revised to reflect any move or change in the dwelling's conditions.

Upon the tenant's arrival in Nunavik, a signed copy of the inspection report will be attached to the original agreement. A signed copy of the inspection report .

8. APPLICATION OF THIS DIRECTIVE

- 8.1 <u>previous</u> This directive replaces all other directives of KI pertaining to this provisions 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 <u>responsibility</u> Any person referred to in this Directive must abide by all its provisions and all KI managers are responsible for ensuring that all its provisions are applied and respected.

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



APPENDIX A

Work Order

BON DE TRAVAIL WORK ORDER / אסליט+טח

Nom Name	No. de bâtisse Building No.	
⊲חי	Δ֊ን <bs></bs> ረ-ጋ ሪ-ጋ ሪ-ጋ ሪ-ጋ ሪ-ጋ ሪ-ጋ ሪ-ጋ 	
Communauté		
C :+- :	Data	

Community موره _____

Date ک∿د⊃⊘

Description du travail/Jo	b description/ለታ ^ረ ነናኦ		Temps Time 9ペ [_] こკ [,] ეთზს
Mat. Quantité/Quantity/۸⊳♭d∩⊳۲⊲ċ⊂	Description/ተჲኦσ٩	ու	
 Fait par/Completed by/넉ናናPC>국ናь Þ.	^ເ _ງ%ປ:		
Contremaître/Foreman/ব৯৮২১১৮			



<u>APPENDIX B</u>

Home Inspection Report

UNIT

MONTH:

TYPE OF BUILDING:

CHECKLIST

SHORTENED VERSION

ITEM COMPONENT	BATHROOM	KITCHEN	DINING AREA	LIVING ROOM	HALLWAY	ENTRANCE	VESTIBULE	LAUNDRY	BEDROOM 1	STORAGE 1	BEDROOM 2	STORAGE 2	BEDROOM 3	STORAGE 3	MECHANICAL ROOM				
CEILING																			
WALLS																			
FLOORS																			
BASEBOARDS																			
DOORS																			
DOOR HANDLES																			
DOOR STOPPERS																			
FRENCH DOORS																			
GLASS WINDOWS																			
SWITCHES																			
SOCK OUTLETS																			
LIGHT FIXTURES												_		_					
BASEBOARD HEATERS																			
THERMOSTATS																			
FANS																			
COUNTER																			
STORAGE - DRAWERS																			
CABINETS				•															
TOILET				Co	des														
TOILET SEAT				D	- Da				.	~ ~		_ D-			T - 7		+		
TOILET - RESERVOIR						-		= C	nan	ge	Ρ:	= Pc	aint		T = 1	ena	int		
BATH AND SHOWER				responsibility E = Expertise V =Vandalism															
FAUCETS (BATH AND SHOWER)				E = Expertise V = vandalism Note: Don't write anything in the shaded boxes.															
SINK				Note. Don't write anything in the shaded boxes.															
FAUCETS (SINK)																			
MEDICINE CABINET																			



Comments:

GENERAL HOUSING EQUIPMENT	OUTSI	IDE	FRONT	BACK	
FURNACE	BALCONY/ST	AIRS			
OIL TANK	STARLINK/SA	TELLITE		/	
DOMESTIC WATER AND WASTEWATER SYSTEM	HANDRAILS				
SMOKE AND CARBON MONOXIDE DETECTOR	PATIO				
EXTINGUISHER (KITCHEN AND MECHANICAL ROOM)	OUTDOOR L	IGHTING			
ELECTRICAL PANEL					
SOFA					
WATER HEATER	Codes				
RANGE					
REFRIGERATOR	R = Repair	C = Change	P = Paint	T = Tenant	
WASHER	responsibilit	responsibility			
DRYER	E = Expertis	se V =Vanda	lism		
Reason for inspection:	• Dep	arture of tena	ant • Prevo	entive maintenand	
Tenant	Date	Ve	erified by	Date	



APPENDIX C

List of furnishings

ltem	Description	Maximum	Maximum	Frequency of
		reimbursement (South)	reimbursement (Nunavik)	reimbursement
1	Range	\$568		10 years
2	Refrigerator	\$777		10 years
3	Freezer	\$896		10 years
4	Washing machine (incl. starter kit)	\$770		10 years
5	Dryer	\$667		10 years
6	Mirror	\$196		10 years
7	Nightstand	\$145		10 years
8	Queen bed	\$279		10 years
9	Double bed	\$269		10 years
10	Single bed	\$229		10 years
11	Bunkbed	\$284		10 years
12	Crib	\$195		7 years
13	Queen mattress	\$594		5 years
14	Double mattress	\$508		5 years
15	Single mattress	\$399		5 years
16	Queen box spring	\$148		5 years
17	Double box spring	\$121		5 years
18	Single box spring	\$99		5 years
19	Closet	\$459		10 years
20	Dresser	\$365		10 years
21	Sofa	\$785		7 years
22	Love seat	\$945		7 years
23	Ottoman sofa	\$1,220		7 years
24	Living room table	\$205		10 years
25	Book shelf	\$105		10 years
26	TV console	\$155		10 years
27	Office chair	\$190		10 years
28	Computer desk	\$181		10 years
29	Dining table	\$409		10 years
30	Chair	\$99		10 years
31	Lamp	\$220		10 years
32	Humidifier	\$93		10 years
33	Vacuum	\$140		10 years

Notes:

1. The amount of the reimbursement will be adjusted annually according to the results of the call for tenders carried out by KI for the acquisition of the furniture required for its operations.

- 2. Any employee who has benefited from a furniture reimbursement and leaves KI before the end of the "reimbursement frequency" period shall reimburse KI for the remaining value or return the item to KI.
- **3.** An employee shall purchase his or her own furniture and submit the invoices for reimbursement. When a newly hired employee makes his or her own initial purchases, KI shall offer the option of ordering the furniture directly from the furniture list and will assume the costs directly.



APPENDIX D

Community	Administrator	Replacement
Kangirsualujjuaq		
Kuujjuaq		
Tasiujaq		
Aupaluk		
Kangirsuk		
Quaqtaq		
Kangirsujuaq		
Salluit		
lvujivik		
Akulivik		
Puvirnituq		
Inukjuak		
Umiujaq		
Kuujjuaraapik		

List of communities and their respective housing administrators

Note:

1. This table will be continuously updated.

