

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CLYDE RIVER HOUSING ASSOCIATION**

**AND**

**PUBLIC SERVICE ALLIANCE OF CANADA**

**(As represented by its agent, NUNAVUT EMPLOYEES UNION)**

EFFECTIVE: November 1, 2016

EXPIRES: October 31, 2019

Nunavut Employees Union  
PO Box 869  
Iqaluit, Nunavut X0A 0H0  
(877) 243-4424 toll free  
(867) 979-4522 fax  
e-mail: [info@neu.ca](mailto:info@neu.ca)  
website: [www.neu.ca](http://www.neu.ca)

Clyde River Housing Association  
P.O. Box 9  
Clyde River, Nunavut X0A 0E0  
(867) 924-6273  
(867) 924-6325 fax

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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 five (5) day 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, either with or without pay, 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. For a part-time employee, overtime means work performed in excess of the regular hours of work for a full time employee;
- (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 Sunday and terminate at midnight on Saturday;
  - (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.

### **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, gender identity or expression, 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 are considered disciplinary infractions 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.

### **Freedom from Workplace Violence**

- 8.12 "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.

- 8.13 All employees of the Employer are entitled to employment free of workplace violence.
- 8.14 The Employer will make every reasonable effort to ensure that no employee is subjected to workplace violence. The employees agree to support and cooperate with the Employer in its efforts to prevent workplace violence.
- 8.15 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.
- 8.16 Complaints of workplace violence may be brought to the attention of the Employer at any level of management appropriate to the circumstances. Unionized employees may be assisted by the Union in making a complaint.
- 8.17 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.

#### **ARTICLE 9 - No Restriction On Outside Employment**

- 9.01 Subject to Article 9.02, an employee may carry on any business or employment outside his/her regularly scheduled hours of duty provided such business or employment does not interfere with his/her Association duties.
- 9.02 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/her outside interests; or
  - (b) certain knowledge and information available only to Association personnel place the individual in a position where he/she can exploit the knowledge or information for personal gain.

#### **ARTICLE 10 - Employer Directives**

- 10.01 The Employer shall provide the Union and the Local with a copy of all personnel directives. Where the Employer proposes to issue a personnel directive which is intended to clarify the interpretation or application of the Agreement, the Employer shall have written agreement of the Union prior to issuing the directives.

#### **ARTICLE 11 - Union Access To Employer Premises**

- 11.01 Upon reasonable notification the Employer shall permit access to its work premises of an accredited Representative of the Union. Permission to enter the Employer's premises shall not be unreasonably denied.

#### **ARTICLE 12 - Appointment Of Representatives**

- 12.01 The Employer acknowledges the right of the Union to appoint employees as Representatives. The Union will provide the Employer with the name of its Representative and alternates within a reasonable period. The Employer will not be required to recognize a representative until so advised by the Local President or an NEU Official.

**ARTICLE 13 - Time-Off For Union Business**

- 13.01 The Employer will grant leave with pay to an employee who is a party to, called as a witness, or representing the Union before an Arbitration hearing.
- 13.02 When operational requirements permit, the Employer will grant leave with pay to:
- (a) an employee and his/her Representative involved in the process of a grievance or a possible grievance;
  - (b) a witness called by an employee who is a party to a grievance;
  - (c) up to two (2) employees for the purpose of attending contract negotiations, including preparatory meetings and conciliation meetings;
  - (d) up to two (2) employees who are meeting with management on behalf of the Union.
- 13.03 When operational requirements permit, the Employer will grant leave without pay to:
- (a) a reasonable number of employees to attend executive council meetings and conventions of the Alliance, the Nunavut Employees Union, the Canadian Labour Congress and Northern Territories Federation of Labour;
  - (b) an employee who exercises the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative;
  - (c) employees who, upon reasonable notice participate as a delegate to constitutional conferences or other similar forums, or present briefs to commissions, boards and hearings that are mandated by the Territorial Legislation.
- 13.04 An employee will only be granted leave under clauses 13.01, 13.02 and 13.03 for hours that would otherwise be regular hours of work.

**Time off for Representatives**

13.05

- (a) A Representative shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate a grievance, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.
- (b) The Representative shall make every reasonable effort to report back to his/her supervisor before resuming his/her normal duties.

**Leave for Elected Officers**

- 13.06 Employees elected to the positions of President, 1st Vice President, 2nd Vice President, Regional Vice President of Nunavut Employees Union, or Regional Executive Vice-President – North, of PSAC, or to the Northern Territories Federation of Labour, shall be granted a leave of absence for the term of office. The employee's seniority shall be maintained but will not accrue during the leave of absence. At the conclusion of the leave of absence, the employee will return to the same or a comparable position to that which he/she held at the commencement of the leave.

Sick leave credits earned prior to the leave will be credited to the employee and other applicable benefits will be reinstated with the Employer.

- 13.07 Upon reasonable notification, the Employer shall grant leave without pay to the Union representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.
- 13.08 The Employer shall continue to pay employees (using Articles 13.06 and 13.07) their applicable salary according to the terms of the Agreement. Upon invoice by the Association the Union shall reimburse the Employer for the amounts so paid.
- 13.09 The benefits of any group shall be extended to employees (using Articles 13.06 and 13.07) and the Union will reimburse the Employer for such costs involved.
- 13.10 Employees (using Article 13.06) shall be entitled to an increment for each year of their leave of absence to a maximum of Step Six in their pay level of their applicable salary.
- 13.11 Employees (using Article 13.06) shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.
- 13.12 Upon termination of their leave of absence employees (using Article 13.06) shall be offered as a minimum the position they held with the Employer in the same work site and community before they commenced the leave of absence. When such employees wish to invoke this Article of the Agreement they shall provide the Employer with a three-month notice of their intent to do so.
- 13.13 Notwithstanding Article 13.12, the Employer may make an offer of employment to employees to a position inside the Bargaining Unit should such employee bid on a competition and be the successful candidate.
- 13.14 Employees on leave under Article 13.06 shall not accumulate seniority while on leave without pay.

#### **ARTICLE 14 - Check Off**

- 14.01 The Employer will deduct an amount equal to the amount of Membership Fees from the pay of all employees in the Bargaining Unit.
- 14.02 The Alliance shall inform the Employer in writing of the Membership Fees to be checked off for each employee within the Bargaining Unit.
- 14.03 For the purpose of applying Article 14.01, deductions from pay for each employee will occur on a biweekly basis.
- 14.04 No employee organization, other than the Alliance, shall be permitted to have Membership Fees deducted by the Employer from the pay of the employees in the Bargaining Unit.
- 14.05 The amounts deducted according to Article 14.01 shall be remitted to the Comptroller of the Alliance, 233 Gilmour Street, Ottawa, Ontario, K2P 0P1 by cheque within a reasonable time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his/her behalf.
- 14.06 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

- 14.07 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.

**ARTICLE 15 - Information**

- 15.01 (a) The Employer agrees to provide the Union monthly, with information concerning the identification of each employee in the Bargaining Unit. This information shall include the name, location, job classification, rate of pay and social insurance number and employment status of all employees in the Bargaining Unit.
- (b) The Employer shall indicate which employees have been recruited or transferred and those employees who have been struck off strength during the period reported.
- 15.02 The Employer shall provide each employee with a copy of the Agreement.
- 15.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of the Agreement upon his/her appointment.

**ARTICLE 16 - Provision Of Bulletin Board Space And Other Facilities**

- 16.01 The Employer shall provide bulletin board space in each location clearly identified for exclusive Union use.
- 16.02 The Employer may make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.
- 16.03 The Employer shall make available to the Union and the members of the Bargaining Unit a suitable meeting room to be used from time to time for the conducting of business relating to the Bargaining Unit.
- 16.04 The Employer will deliver any mail originating from the Union addressed to members.
- 16.05 Subject to operational requirements, a representative of the Union shall have the right to meet with new employees in the employee's community to make a presentation of up to one-half (1/2) hour. Employees shall be granted leave with pay to attend these meetings.

**ARTICLE 17 - Designated Paid Holidays**

- 17.01 The following days are Designated Paid Holidays for employees covered by this Agreement:
- (a) New Year's Day
  - (b) Good Friday
  - (c) Easter Monday
  - (d) The day fixed by the Governor in Council for observance of the birthday of the reigning sovereign
  - (e) Canada Day
  - (f) Nunavut Day – July 9

- (g) The first Monday in August
  - (h) Labour Day
  - (i) Thanksgiving Day
  - (j) Remembrance Day
  - (k) Christmas Day
  - (l) Boxing Day
  - (m) one additional day when proclaimed by an Act of Parliament as a National Holiday
  - (n) one day when proclaimed by the Mayor of the Hamlet of Clyde River.
- 17.02 If the Commissioner of Nunavut agrees to provide the majority of employees in any community with time off in support of a community function, those employees who are unable to take advantage of the time off because of operational requirements, will be paid at the overtime rate for hours worked during that period.
- 17.03 Article 17.01 and Article 17.02 do not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the Designated Paid Holiday, except with the approval of the Board of Directors of the Association.

**Designated Paid Holiday Falling on a Day of Rest**

- 17.04 When a Designated Paid Holiday under Article 17.01 coincides with an employee's day of rest, the Designated Paid Holiday shall be moved to the employee's first working day following his/her day of rest.
- 17.05 When Designated Paid Holiday for an employee is moved to another day under the provisions of Clause 17.04:
- (a) work performed by an employee on the day from which the Designated Paid Holiday was moved shall be considered as work performed on a day of rest and;
  - (b) work performed by an employee on the day to which the Designated Paid Holiday was moved shall be considered as work performed on a Designated Paid Holiday.
- 17.06 When the Employer requires an employee to work on a Designated Paid Holiday, he/she shall be paid in addition to the pay that he/she would have been granted had he/she not worked on the Designated Paid Holiday:
- (a) at one and a half (1 1/2 x) his/her hourly rate for the first four (4) hours worked; and
  - (b) twice (2 x) his/her hourly rate for hours worked in excess of four (4) hours worked; or
  - (c) an equivalent combination of cash and a day of leave at a later date convenient to both the employee and the Employer.
- 17.07 Where a day that is a Designated Paid Holiday for an employee falls within a period of leave with pay, the Designated Paid Holiday shall not count as a day of leave.

- 17.08 At the request of the employee, and where the operational requirements of the Association permit, an employee shall not be required to work both Christmas and New Year's Day.
- 17.09 An employee who is not required to work on a Designated Paid Holiday shall not be required to work on another day that would otherwise be a non-working day in the week in which the Designated Paid Holiday occurs, unless he/she is paid at a rate at least equal to double his/her regular rate of wages for the time worked by him/her on that day.
- 17.10 Employees shall have the option of selecting alternative days to be substituted for Designated Paid Holidays which do not fall on either a Friday or a Monday, if both:
- (a) a majority of employees agree with the alternative day; and
  - (b) the Employer agrees with the alternative day.
- If such an alternative day is chosen, then the provisions of article 17.05 apply.

**ARTICLE 18 - Leave – General**

- 18.01 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than he/she has earned is terminated due to death or layoff, (any time after he/she has completed one (1) or more years of continuous employment) the employee shall be considered to have earned that amount of leave with pay granted to him/her.
- 18.02 When an employee is in receipt of an extra allowance and is granted leave with pay, he/she is entitled during his/her period of leave to receive the allowance if the special or extra duties in respect of which he/she is paid the allowance were assigned to him/her on a continuing basis.
- 18.03 During May, the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his/her special, sick and vacation leave credits as of the 31st day of March.
- 18.04 If, at the end of the fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half day the entitlement shall be increased as follows:
- (a) to a half day if the fractional entitlement is less than one-half day;
  - (b) to a full day if the fractional entitlement is more than one-half day.
- 18.05 When the Employer rejects an employee's application for leave, the reasons for the rejection shall be provided to the employee in writing.
- 18.05 An employee's request for any leave shall be responded to by the Employer as soon as the Employer can practically do so, but in any case shall be responded to within two (2) weeks of application.
- 18.06 An employee who is on leave of absence without pay is not entitled to any pay, benefits or allowances for the period of leave of absence without pay, except as provided by this Agreement.

**ARTICLE 19 - Vacation Leave**

**Accumulation of Vacation Leave**

- 19.01 For each month of a fiscal year in which an employee receives 10 days' pay, he/she shall earn Vacation Leave at the following rates:
- (a) one and one-quarter (1 1/4) days each month (15 days per annum) until the month in which the anniversary of the second (2nd) year of continuous service is completed;
  - (b) one and three-quarters (1 3/4) days each month (21 days per annum) commencing in the month after completion of two (2) years of continuous service and ending in the month that seven (7) years of continuous service is completed;
  - (c) two and one-sixth (2 1/6) days each month (26 days per annum) commencing in the month after completion of seven (7) years of continuous employment and ending in the month that fourteen (14) years of continuous service is completed;
  - (d) two and seven-twelfths (2 7/12) days each month (31 days per annum) commencing in the month after completion of fourteen (14) years of continuous employment and ending in the month that nineteen (19) years of continuous service is completed;
  - (e) three (3) days each month (36 days per annum) commencing in the month after completion of nineteen (19) years of continuous service.
- 19.02 The accumulated service for part-time employees shall be counted for the improved vacation leave entitlement in paragraphs (b), (c), (d) and (e) of Article 19.01.
- 19.03 Part-time employees shall be paid six (6), eight and four tenths (8.4), ten and four tenths (10.4), twelve and four tenths (12.4) or fourteen and four tenths (14.4) percent of their total earnings in the fiscal year according to their accumulated service in lieu of vacation leave to which they would otherwise be entitled.

**Granting of Vacation Leave**

- 19.04 The Employer shall make every reasonable effort:
- (a) to grant the employee his/her vacation leave earned in the previous fiscal year in which it is earned at a time specified by the employee; and
  - (b) not to recall an employee to duty after he has proceeded on vacation leave; and
  - (c) to grant the employee vacation leave for at least up to six (6) consecutive weeks depending upon his/her vacation entitlement when so requested by the employee; and
  - (d) to grant employees their vacation leave preference and, whereas between two or more employees who have expressed a preference for the same period of vacation leave, length of service with the Association will prevail;
  - (e) to give special consideration to employees with school aged children who wish to take their vacation leave during the school break.



- (f) to grant the employee his/her vacation leave when specified by the employee if the period of vacation leave is less than a week, providing the employee gives the Employer reasonable advance notice.

19.05 Where in respect of any period of vacation leave, an employee:

- (a) is granted special leave, when there is a death in his/her immediate family as defined in Article 20.03 (a); or
- (b) is granted special leave with pay for the reasons specified in Article 20.04 (a), (b) or (c); or
- (c) is granted sick leave on production of a medical certificate;

the period of vacation leave so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or reinstated for use later.

In the event that an employee returns to work later than anticipated due to circumstances beyond the employee's control, including aircraft delay, weather conditions, or vehicle breakdown, additional vacation leave days earned but not used shall be granted to the employee upon application.

#### **Carryover Provisions**

19.06 Employees are not permitted to carry over more vacation leave credits than can be earned in one (1) fiscal year. Vacation leave credits exceeding a one (1) year entitlement will be liquidated in cash during April.

#### **No Recall From Vacation Leave**

19.07 There shall be no recall to work of an employee who is on vacation leave, except for an emergency.

- (a) When during any period of vacation leave an employee is recalled to duty, by the Employer, he/she shall be reimbursed for reasonable expenses he/she incurs:
  - i in proceeding to his/her place of duty;
  - ii in respect of any non-refundable deposits or rearrangements associated with his/her vacation;
  - iii in returning to the place from which he/she was recalled if he/she immediately resumes vacation upon completing the assignment for which he/she was recalled;

after submitting in writing such accounts as are normally required by the Employer.

- (b) The employee shall not be considered as being on vacation leave during any period in respect of which he/she is entitled under Article 19.07 to be reimbursed for reasonable expenses incurred by him/her.

**Leave When Employment Terminates**

- 19.08 Where an employee dies or otherwise terminates his/her employment, (a) the employee or his/her estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately before the termination of his/her employment.
- 19.09 An employee whose employment is terminated by reason of declaration that he abandoned his position as defined in Article 2.01 (a) is entitled to receive the payment referred to in Article 19.08. If after reasonable efforts the Employer is unable to locate the employee within six (6) months of termination, his entitlement shall lapse.
- 19.10 Every employee who is proceeding on vacation leave shall be granted, once in each fiscal year, in addition to his/her vacation leave, four (4) days travel time with pay for the time required for the return journey between his/her normal place of work and his/her destination.

**ARTICLE 20 - Special Leave**

**Credits**

- 20.01 An employee shall earn special leave credits up to a maximum of twenty-five (25) days at the following rates:
- (a) one-half (1/2) day for each calendar month in which he/she received pay for at least ten (10) days; or
  - (b) one-quarter (1/4) day for each calendar month in which he/she received pay for less than ten (10) days.
- As credits are used, they may continue to be earned up to the maximum.
- 20.02 For the purposes of this Article, immediate family is defined as an employee's father, mother, step-father, step-mother, brother, sister, spouse, common-law spouse, child, step child, adopted child, grandparent, grandchild, father-in-law, mother-in-law and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- 20.03 The Manager shall grant special leave earned with pay for a period of up to five (5) consecutive working days:
- (a) when there is a death in the employee's immediate family; or
  - (b) when an employee is to be married.
- 20.04 The Manager may grant an employee special leave with pay for a period of up to five (5) consecutive working days:
- (a) where a member of the immediate family becomes ill (not including childbirth) and the employee is required to care for his/her dependents or the sick person;
  - (b) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill;

- (c) where the employee is required to escort a member of the immediate family for non-elective medical evacuation.
- 20.05 The Manager may grant an employee special leave with pay for a period of up to five (5) consecutive working days, where special circumstances not directly attributable to the employee prevent his/her reporting to duty, including:
- (a) serious household or domestic emergencies;
  - (b) a transportation tie-up caused by weather if the employee makes every reasonable effort to report for duty;
  - (c) serious community emergencies, where the employee is required to render assistance;
  - (d) in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law.
- 20.06 The Manager may grant an employee special leave with pay for a period of up to five (5) consecutive working days, in circumstances which are of general value to the Association or Community, such as where the employee:
- (a) takes an examination which will improve his/her position or qualifications in the Association;
  - (b) attends his/her University Convocation, if he/she has been continuously employed for at least one (1) year;
  - (c) assists in Search-and-Rescue, civil defence training or Reserve Forces training including involvement with Arctic Rangers. The amount of special leave utilized will be used to offset the difference between any stipend provided to the Employee and the Employee's regular wages;
  - (d) requires a medical examination for enlistment in the Canadian Forces or in connection with a veteran's treatment program;
  - (e) is called upon to fulfill a vital community service such as the duties of Coroner, Justice of the Peace or other services or contributions unique to that Employee;
  - (f) Such leave shall not be unreasonably denied.
- 20.07 Special leave in excess of five (5) consecutive working days for the purposes enumerated in Articles 20.03 to 20.06 may be granted.
- 20.08 An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the birth of a child. An employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the adoption of a child. This leave may be divided into two parts and taken on separate days. Under special circumstances the Employer may extend this period to a maximum of three (3) working days.
- 20.09 The provisions of this Article do not apply to an employee who is on leave of absence without pay, or under suspension.

**Advance of Credits**

20.10 Where an employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of five (5) days, may, at the discretion of the Employer be granted, subject to the deduction of such advance leave from any special leave credits subsequently earned.

**Quarantine**

20.11 Employees shall be granted special leave with pay for time lost through quarantine when the employee provides the Employer with a medical certificate to that effect.

**Leave for Short-Term Hunting, Fishing or Harvesting Opportunities**

20.12 Subject to operational requirements, leave to a maximum of five (5) days per fiscal year may be granted on very short notice to an employee in order to allow the employee to take advantage of traditional hunting, fishing or harvesting opportunities which are of short duration. Leave shall be treated as follows:

If an employee has earned special leave credits, those leave credits shall be utilized for this leave.

If an employee has no earned special leave credits, but has earned annual leave credits, those earned annual leave credits shall be utilized for this leave.

If an employee has no earned special leave or annual leave credits, leave without pay shall be granted by the Employer for this leave.

Subject to operational requirements, an employee may request occasional additional leave without pay, if required, for traditional hunting and fishing activities, in order to provide for the employee's family and/or the community. Such requests will not be unreasonably denied.

**ARTICLE 21 - Sick Leave**

**Credits**

21.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which he/she receives pay for at least ten (10) days.

21.02 Subject to the remainder of this Article, all absences on account of illness on a normal working day shall be charged against an employee's accumulated sick leave credits:

(a) When the period of absence is two hours or less, there shall be no charge;

(b) When the period of absence is more than two hours but less than six hours, one half day shall be charged;

(c) When the period of absence is six hours or more, one full day shall be charged.

21.03 Unless otherwise informed by the Employer an employee must sign a statement describing the nature of his/her illness or injury and stating that because of this illness or injury he/she was unable to perform his/her duties:

- (a) if the period of leave requested does not exceed three (3) working days, and
  - (b) if in the current fiscal year, the employee has not been granted sick leave on more than nine (9) occasions wholly on the basis of statements signed by him/her.
- 21.04 An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee is unable to carry out his/her duties due to illness:
- (a) for sick leave in excess of three (3) working days;
  - (b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted sick leave on nine (9) occasions wholly on the basis of the statements signed by him/her.
- 21.05 Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, and the employee returns to work upon expiration of such leave of absence or lay-off, he/she shall earn sick leave credits for each month in which he/she worked at least 10 days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.
- 21.06 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, at the discretion of the Employer, he/she shall be granted sick leave in advance to a limit of eight (8) days which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.
- 21.07 An employee is not eligible for sick leave with pay for any period during which he/she is on leave of absence without pay or under suspension.
- 21.08 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against his/her sick leave credits for the period of concurrence.

#### **Sick Leave Bonus**

- 21.09 If an employee uses less than ten (10) days sick leave in one fiscal year, at the end of that fiscal year two (2) days sick leave shall be converted into vacation leave days.

#### **Transportation to a Medical Centre**

- 21.10 After an employee or their dependents have completed medical travel they may claim the co-payment portion of their trip from the Employer, provided that the employee will not receive this co-payment from any other source.

#### **Travel Time**

- 21.11 Every employee who is proceeding to a medical centre shall be granted leave of absence with pay which is not to be charged against his/her sick leave credits for the lesser of three (3) days or the actual time taken to travel from his/her post to a medical centre and return.

**ARTICLE 22 - Maternity Leave**

- 22.01 An employee who becomes pregnant shall be granted seventeen (17) consecutive weeks maternity leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the employee gives the Employer written notice of at least four (4) weeks before the day on which the employee expects to commence her leave.
- 22.02 The Employer may:
- (a) upon written request from the employee, defer the commencement of maternity leave without pay of an employee, or terminate it earlier than seventeen (17) weeks after the date of termination of her pregnancy;
  - (b) grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of her pregnancy;
  - (c) where maternity leave without pay is requested, require an employee to submit to a medical certificate certifying pregnancy.
- 22.03 Leave granted under this Article shall be counted for the calculation of "continuous employment" and "continuous service."
- 22.04 Where a pregnant employee produces a statement from her physician that her working conditions may be detrimental to her health or that of her fetus, the Employer shall either change such working conditions or temporarily transfer the employee to another position with equal pay, or allow the employee to take a leave of absence without pay for the duration of her pregnancy.
- 22.05 After completion of six (6) months continuous employment, an employee who provides the employer with proof that she has applied for and is in receipt of employment insurance benefits pursuant to Section 22, *Employment Insurance Act*, shall be paid a maternity leave allowance.
- 22.06 A recipient under Article 22.05 shall sign an agreement with the Employer providing:
- (a) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
  - (b) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.
- 22.07 Should the employee fail to return to work, except by reason of death, disability or layoff, as per the provision of Article 22.06, the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance. Should the employee not return for the full six (6) months, the employee's indebtedness shall be reduced on a pro-rated basis according to the number of months for which she received pay.
- 22.08 No employee shall be laid off, transferred, or relocated while on maternity leave without the consent of the employee, the Employer, and the Union.
- 22.09 In respect of the period of maternity leave, payments of maternity leave allowance will consist of the following:
- (a) For the first two (2) weeks, payments equivalent to ninety-three per cent (93%) of her weekly rate of pay. For up to a maximum of an additional fifteen (15) weeks, payments

equivalent to the difference between employment insurance benefits she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay;

- (b) 1) For a full-time employee, the weekly rate of pay referred to in Article 22.09 shall be the weekly rate of pay for her classification and position on the day immediately preceding the commencement of the maternity leave;
- 2) For a part-time employee, the weekly rate of pay referred to in Article 22.09 shall be the pro-rated weekly rate of pay for her classification and position averaged over the six-month period of continuous employment immediately preceding the commencement of the maternity leave;
- (c) Employees have no vested rights to payments under the plan except to payments during a period of unemployment specified in the plan;
- (d) Where the employee becomes eligible for a pay increment or an economic adjustment with respect to pay in any period in which the employee was in receipt of payments under Article 22.09(a), the payments shall be adjusted accordingly;
- (e) The Employer shall not reduce or increase wages or other monies normally owing to the employee solely because the employee is participating in the above plan;

#### **Other Benefits During Leave**

- 22.10 An employee returning to work from maternity leave retains all leave credits accumulated prior to taking leave.
- 22.11 If an employee elects to maintain coverage for medical, group life, and other benefits, the Employer will pay both portions of the premiums. The Employer will recover monies paid for the employee's share of premiums under a repayment plan mutually agreed to between the Employer and the employee prior to the commencement of the leave. Should the employee not return to work, the employee recognizes that she is indebted to the Employer for the full amount paid by the Employer for the employee's share of premiums during the period of leave. If the employee terminates her employment before the full amount paid by the Employer has been repaid, the employee acknowledges that she is indebted to the Employer for any monies not yet repaid to the Employer for the employee's share of premiums during the period of leave.
- 22.12 Illness arising due to pregnancy during employment and prior to this leave of absence may be charged to normal sick leave credits.

#### **ARTICLE 23 - Parental Leave**

- 23.01 Where an employee has or will have the actual care or custody of his/her newborn child, or where an employee has commenced proceedings to adopt a child or obtains an order for the adoption of a child, he/she shall be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks. This leave without pay shall be taken during the fifty-two (52) week period immediately following the day the child was born, or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody.
- 23.02 An employee who intends to request parental leave without pay shall provide the Employer with four (4) weeks written notice, except where in the case of adoption the child arrives at the employee's home sooner than expected. In the case of an adoption, the employee shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been completed.

- 23.03 Leave granted under this Article shall be counted for the calculation of "continuous employment" and "continuous service."

**Parental Leave Allowance**

- 23.04 After completion of six (6) months continuous employment, an employee who has been granted parental leave without pay and who provides the Employer with proof that he/she has applied for and is in receipt of parental benefits pursuant to Section 23, Employment Insurance Act, shall be paid a parental leave allowance.
- 23.05 A recipient under Article 23.04 shall sign an agreement with the Employer providing:
- (a) that he/she will return to work and remain in the Employer's employ for a period of at least six (6) months after his/her return to work;
  - (b) that he/she will return to work on the date of the expiry of his/her parental leave without pay unless this date is modified with the Employer's consent.
- 23.06 Should the employee fail to return to work in accordance with the provisions of Article 23.05, except by reason of the employee's death, disability or layoff, the employee recognizes and acknowledges that he/she is indebted to the Employer for the amount of parental leave allowance received. Should the employee not return for the full six (6) month period, the employee's indebtedness to the Employer shall be reduced on a prorated basis according to the number of months he/she has returned to work.
- 23.07 No employee shall be laid off, transferred or relocated while on parental leave without the consent of the employee, the Employer, and the Union.
- 23.08 For the period of parental leave without pay taken by an employee who has not taken maternity leave without pay, or who has taken maternity leave without pay and has not received a maternity leave allowance, parental leave allowance payments shall be equivalent to ninety-three (93) per cent of the employee's weekly rate of pay for the first two (2) week, and for an additional thirty-five weeks, payments equivalent to the difference between the employment insurance benefit the employee is eligible to receive and ninety-three (93) per cent of the employee's weekly rate of pay.
- 23.09 For the period of parental leave without pay taken by an employee who has taken maternity leave without pay and received a maternity leave allowance, parental leave allowance payments will be equivalent to the difference between the employment insurance benefit she is eligible to receive and ninety-three (93) percent of the employee's weekly rate of pay for a period of thirty-five (35) weeks.
- 23.10 (a) For a full-time employee the weekly rate of pay referred to in Articles 23.08 and 23.09 shall be the weekly rate of pay for his/her classification and position on the day immediately preceding the commencement of the parental leave without pay or maternity leave without pay, as the case may be;
- (b) For a part-time employee, the weekly rate of pay referred to in Articles 23.08 and 23.09 shall be the prorated weekly rate of pay for his/her classification and position on the day immediately preceding the commencement of the parental leave without pay or maternity leave without pay, as the case may be, averaged over the six (6) month period of continuous employment immediately preceding the commencement of the parental or maternity leave without pay.



- 23.11 Employees have no vested rights to payments under the plan except to payments during a period of unemployment specified in the plan.
- 23.12 Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under Article 23.04, the payments shall be adjusted accordingly.
- 23.13 The Employer shall not reduce or increase wages or other monies normally owing to the employee solely because the employee is participating in the above plan.
- 23.14 Parental leave without pay utilized by an employee couple, both of whom are employed by the Employer, in conjunction with maternity leave, shall not exceed a total of fifty-two (52) weeks.
- 23.15 Parental leave without pay taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave without pay combined shall not exceed a total of fifty-two (52) weeks.
- 23.16 When parental leave is taken by an employee couple, both of whom are employed by the Employer, parental leave allowance payments shall not exceed a total of fifty-two (52) weeks for both employees combined, and parental leave without pay taken by an employee couple shall not exceed a total of fifty-two (52) weeks for both employees combined.

#### **Other Benefits During Leave**

- 23.17 An employee returning to work from parental leave retains all leave credits accumulated prior to taking leave.
- 23.18 If an employee elects to maintain coverage for medical, group life and other benefits, the Employer will pay both portions of the premiums. The Employer will recover monies paid for the employee's share of the premiums under a repayment plan mutually agreed to between the Employer and the employee prior to the commencement of the leave. Should the employee not return to work, the employee recognizes that he/she is indebted to the Employer for the full amount paid by the Employer for the employee's share of the premiums during the period of the leave. If the employee terminates his/her employment before the full amount paid by the Employer has been repaid, the employee acknowledges that he/she is indebted to the Employer for any monies not yet repaid to the Employer for the employee's share of premiums during the leave.

### **ARTICLE 24 - Other Types of Leave**

#### **Court Leave**

- 24.01 Subject to (c) below leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay or under suspension, who is required:
- (a) to serve on a jury, or jury selection;
  - (b) by subpoena or summons to attend as a witness in any proceeding held:
    - i in or under the authority of a court of justice or before a grand jury;
    - ii before a court, judge, justice, magistrate, or coroner;

- iii before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his/her position;
  - iv before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
  - v before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.
- (c) Notwithstanding anything contained in this article, there shall be deducted from the regular pay of the employee any remuneration received by him/her as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

### **Injury on Duty Leave**

24.02 An Employee shall be granted injury-on-duty leave with pay to a maximum of either special leave credits or sick leave credits he/she has accumulated, but not both where it is determined by a Workers' Safety and Compensation Commission that he/she is unable to perform his/her duties because of:

- (a) personal injury accidentally received in the performance of his/her duties and not caused by the employee's willful misconduct; or
- (b) sickness resulting from the nature of his/her employment; or
- (c) over-exposure to radioactivity or other hazardous conditions in the course of his/her employment;

if the employee agrees to pay the Association any amount received by him/her from the Workers' Safety and Compensation Commission for loss of wages in settlement of any claim he/she may have in respect of such injury, sickness or exposure, providing however that such amount does not stem from a personal disability policy for which the employee or his/her agent has paid the premium.

24.03 While the parties are awaiting the decision of the Workers' Safety and Compensation Commission as to the compensability of the injury, the employee shall use his/her sick leave credits. If the injury is not compensable, there shall be no return of sick leave credits used by the employee. If the injury is compensable, the Employer shall credit the employee with the sick leave credits used.

The time off taken by the employee shall be charged at the employee's option to either his/her special or sick leave credits but not both, at the appropriate rate.

24.04 The appropriate rate of liquidation of injury-on-duty leave after an award by the Workers' Safety and Compensation Commission shall be equal to the difference between the employee's regular wages and the compensation received from the Workers' Safety and Compensation Commission, i.e., if 2/3 of the employee's regular wage is received from the Workers' Safety and Compensation Commission, the amount of leave liquidated for one day's Injury on duty leave shall be 1/3 day.

**Casual Leave**

24.05 Unless additional time is approved by the Manager, employees may be granted casual leave with pay to a maximum of two (2) hours for the following purposes.

**Medical, Dental and Legal and School Appointments**

(a) Whenever it is necessary for an employee to attend upon his/her doctor, dentist, or lawyer or school during working hours he/she shall be granted casual leave for these purposes.

(b) The Employer may grant an employee casual leave for other purposes of a special or unusual nature.

(c) Whenever it is necessary for an employee to escort a dependent to a doctor, dentist, lawyer or school appointments during working hours he/she shall be granted casual leave for these purposes.

24.06 Employees may be granted casual leave with pay to a maximum of one-half (1/2) day per occurrence where the employee's physician requires him/her to attend regular or recurring medical treatments and checkups.

24.07 Such other casual leave shall not be unreasonably denied.

**Emergency Leave**

24.08 Notwithstanding any provisions for leave in this Agreement, the Association may grant leave of absence with or without pay to an employee in emergency or unusual circumstances.

24.09 The provisions of this Article do not apply to an employee who is on leave of absence without pay, or under suspension.

**Compassionate Care Leave**

24.10 The Employer and the Union recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.

24.11 For the purposes of this Article, "family member" has the same definition as "immediate family" in Article 20.02, and any other person who is defined as a "family member" under the *Employment Insurance Act*.

24.12 An employee shall be granted compassionate care leave without pay, to a maximum of eight (8) weeks, for the care of a gravely ill family member in accordance with the following conditions:

(a) an employee shall notify the Employer in writing (except where due to urgent or unforeseeable circumstances such notice cannot be given, in which case the employee shall notify the Employer as soon as possible by the most expedient means possible) of the commencement date of the leave and the expected duration of the leave;

(b) an employee shall provide the Employer with a copy of the medical certificate as proof that the employee's ill family member is suffering from a serious medical condition with a significant risk of death within 26 weeks of the commencement of the leave. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor

is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the gravely ill family member.

- 24.13 Compassionate care leave without pay granted under this article can be taken over separate periods, but each period shall be for a minimum period of one (1) week. Compassionate care leave cannot exceed eight (8) weeks for the same gravely ill family member.
- 24.14 Two or more employees of the Employer cannot take more than a total of eight (8) weeks of compassionate care leave without pay for the same gravely ill family member.
- 24.15 Periods of compassionate care leave without pay shall be treated as Continuous Employment.
- 24.16 Employees shall be returned to work from a period of compassionate care leave without pay in their same position at the same rate of pay. Should an employee become eligible for a pay increment during a period of compassionate care leave without pay, the employee will be paid the new rate of pay when the employee returns to work.
- 24.17 If during a period of sick leave, vacation leave or lieu time, an employee is advised of circumstances under which the employee would have been eligible for compassionate care leave without pay under clause 3 and the employee is granted compassionate care leave without pay, the employee's sick leave, vacation leave or lieu time shall be restored for any concurrent period of compassionate care leave without pay granted.
- 24.18 Where the Employer closes its workplace or its operations short term due to weather, safety, by public order or circumstances beyond the control of the Employer, affected employees shall be granted leave with pay for the duration of the closure.

#### **ARTICLE 25 - Hours Of Work - General**

- 25.01 The weekly scheduled hours of work assigned to classifications are included in Appendix "A"- Rates of Pay.
- 25.02 Weekly hours of work indicate a five (5) day work week Monday to Friday inclusive and a scheduled work day of seven and one-half (7 1/2) or eight (8) hours as is appropriate, exclusive of a lunch period. The hours of work shall be between the hours of 8:00 a.m. and 5:00 p.m.

#### **Flexible Hours**

- 25.03 Subject to operational requirements, flexible or staggered hours between 08:00 and 22:00 hours are permitted provided that a mutually agreed upon schedule is reached between the employee and Employer.

#### **Breaks**

- 25.04 Employees shall be entitled to a rest period, with pay, of fifteen (15) minutes duration commencing on or about mid-morning and shall be entitled to a rest period with pay, of fifteen (15) minutes duration commencing on or about mid-afternoon. An employee may absent himself/herself from his/her place of work during such rest periods.
- 25.05 A specified meal period of one hour's duration shall be scheduled as close to the mid-point of the shift as possible. The Employer will make every effort to arrange meal periods at times convenient to the employees.

- 25.06 Where an employee is unable to take a meal break, which results in him/her working in excess of his/her regular daily hours, the employee shall be paid for the meal period at the appropriate overtime rate.

#### **ARTICLE 26 - Overtime**

- 26.01 An employee who is required to work overtime shall be paid overtime compensation for each fifteen (15) minutes of overtime worked by him/her subject to a minimum payment of one (1) hour at the overtime rate when the overtime work is authorized in advance by the Employer.
- 26.02 Employees shall record starting and finishing times of overtime worked on a form determined by the Employer.
- 26.03 The Employer shall make every reasonable effort:
- (a) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work;
  - (b) to give employees who are required to work overtime reasonable advance notice of this requirement.

#### **Refusal**

- 26.04 An employee may, for cause, except in the case of an emergency, refuse to work overtime, providing he/she places his/her refusal in writing.
- 26.05 Notwithstanding the permission granted by the Employer to engage in business or employment outside his/her regularly scheduled hours of duty under Article 9, such business or employment may not be approved as a cause to refuse to work overtime.

#### **Rates**

- 26.06 Overtime work shall be compensated as follows:
- (a) at time and one-half (1.5 x) for all hours except as provided in Article 26.06 (b);
  - (b) at double time (2 x) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2 x) for all hours worked on a second day of rest.
- 26.07 Refer to Article 17.06 for overtime rates on a Designated Paid Holiday.

#### **Lieu Time**

- 26.08 Overtime may accumulate as Lieu Time at the appropriate overtime rate to be taken at a time mutually agreeable to the Employer and the employee.
- 26.09 Lieu Time for overtime worked may be carried over into the following fiscal year.

**ARTICLE 27 - Pay**

- 27.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in Appendix "A".
- 27.02 Employees shall be paid on a bi-weekly basis with payday being every second Friday.
- 27.03 Employees shall receive a sealed, itemized statement of earnings and deductions each pay.
- 27.04 The employee's salary shall be deposited to his/her credit in an account in his/her name in the bank of his/her choice.
- 27.05 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, shall receive such remuneration in the two (2) weeks following the day when such compensation was earned. When overtime compensation is paid, the pay statement shall indicate the pay periods, rate of overtime, and the number of overtime hours.

**Acting Pay**

- 27.06 When an employee is required by the Employer in writing to perform the duties of a higher classification level on an acting basis, he/she shall be paid acting pay calculated from the date on which he/she commenced to act as if he/she had been appointed to that higher classification level for the period in which he/she acts.

When an employee is required in writing to perform the duties normally performed by a person in a position excluded from the Bargaining Unit, the employee shall be paid a premium equal to ten (10%) percent of the employee's hourly rate for each day that the employee performs those duties.

**Salary Increases**

- 27.07 The Employer agrees to pay the negotiated salary increases to every employee not later than the month following the month in which this Agreement is ratified and not later than the month following the month in which any subsequent salary increases become effective.
- 27.08 The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than the month following the month in which the Agreement is ratified.
- 27.09 Any retroactivity shall apply to employees and former employees for the period of their employment during the retroactive period.

**Overpayment**

- 27.10 Where an employee has received more than his/her proper entitlement to wages or benefits, no continuing employee shall be subject to such deductions in excess to twenty (20%) percent of employee's net earnings per pay period.
- 27.11 If more than eighteen (18) months has passed since the overpayment, there shall be no recovery of the overpayment.

**Garnishee**

- 27.12 The Employer shall not dismiss, suspend, lay-off, demote or otherwise discipline an employee on the grounds that garnishment proceedings may be or have been taken with respect to an employee.

**Bilingual Bonus**

- 27.13 Effective October 31, 2006, the Bilingual Bonus was incorporated into wage rates for all classifications.

**ARTICLE 28 - Reporting Pay**

- 28.01 If an employee reports to work on his/her regularly scheduled shift and there is insufficient work available he/she is entitled to four (4) hours of work. When no work is available he/she shall receive compensation to four (4) hours pay at the straight time rate.
- 28.02 If an employee is directed to report for work on a day of rest or on a designated paid holiday, and there is insufficient work available, he/she shall be entitled to four (4) hours of work at the appropriate overtime rate. When no work is available he/she shall receive compensation to four (4) hours' pay at the appropriate overtime rate.

**ARTICLE 29 - Call-Back Pay and Stand-By Pay**

- 29.01 When an employee is recalled to a place of work outside of his/her regularly scheduled hours, he/she shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
  - (b) compensation equivalent to four (4) hours' pay at the straight-time rate.
- 29.02 Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of \$2.00 for each hour that he/she is on standby, except on his/her days of rest and Designated Paid Holidays.
- 29.03 Where the Employer requires an employee to be available on standby on his/her days of rest or Designated Paid Holidays, an employee shall be entitled to a standby payment of \$3.00 for each hour that he/she is on standby.
- 29.04 An employee on standby shall be required to be available for work during the period of standby.
- 29.05 An employee on standby who is required to report for work shall be paid Call-back Pay, except that the employee shall receive the four-hour minimum payment only once in any eight (8) hour period.
- 29.06 No standby payment shall be granted if an employee is unable to report for standby duty when called.

**ARTICLE 30 - Technological Change**

- 30.01 Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements. With this in view, and recognizing the extensive lead time required for the selection, installation and providing of

sophisticated equipment, the Employer agrees to provide as much advance notice as is practicable but not less than one hundred and twenty (120) days' notice to the Union of any major technological change in equipment which would result in changes in the employment status or in this Agreement. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change.

- 30.02 In cases where employees may require retraining the Employer will make every reasonable effort to offer training courses.

#### **ARTICLE 31 - Pay For Travel On Behalf Of Employer**

- 31.01 Where an employee is required to travel on behalf of the Employer, he/she shall be paid:
- (a) when the travel occurs on a regular workday, as though he/she were at work for all hours travelled;
  - (b) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours travelled, with a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours at the applicable overtime rate.
- 31.02 For the purpose of this Article, hours travelled includes a one (1) hour check-in period at airports, as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights or buses, but is exclusive of overnight stopovers.
- 31.03 The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period which includes two (2) weekends.
- 31.04 Where an employee is absent from home on a designated paid holiday or day of rest and does not work, he/she shall receive cash payment at time and one-half (1 1/2) his/her rate of pay or be granted the equivalent lieu time.
- 31.05 The above entitlements shall not apply to an apprentice or a non-certified housing maintenance technician while travelling to or from trades school on a day of rest or designated paid holiday or while in attendance at trades school.

#### **ARTICLE 32 - Lay-Off**

- 32.01 The Association agrees that there shall be no lay-off of any employee during the life of this Agreement, except for lay-off resulting from lack of work or lack of funding, or discontinuance of a function.
- 32.02 The Association and Union shall discuss the possibility of reduced hours of work to avoid layoffs.
- 32.03 Lay-offs will be made when necessary on the basis of reverse order of seniority of the affected employees in the classification of work so to be reduced.

#### **Notice**

- 32.04 The Employer shall notify all permanent employees who are to be laid off three (3) months prior to the effective date of lay-off, or award pay in lieu thereof, unless a greater period of notice is



required by legislation, in which case such greater period of notice, or pay in lieu thereof, shall be given.

The Employer shall also notify the Nunavut Employees' Union in Iqaluit three (3) months prior to the effective date of lay-off of any permanent employee.

### **Recall**

- 32.05 An employee who is continuously laid off for a period of twelve (12) consecutive months shall be considered terminated from his employment with the Association.
- 32.06 The last employee laid off shall be the first recalled provided he/she is qualified to do the work and has not lost his/her seniority.
- 32.07 The Employer shall give notice of recall personally or by registered mail. Where notice of recall is given personally, the Employer shall deliver in duplicate a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served. Where notice of recall is given by registered mail, notice is deemed to be given three (3) days from the date of mailing.
- 32.08 The employee shall return to work within ten (10) working days of receipt of notice of recall.
- 32.09 A new employee will not be hired to fill the job of a laid-off employee provided the laid-off employee has not lost his/her seniority under article 45.05.

### **Cooling-Off Period – Two Working Days**

- 32.10 An employee who willfully terminates his/her employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he/she does so within two (2) working days. Should the Employer refuse to allow the employee to return to work, the termination shall be considered a discharge, effective the date that the employee sought to return to work, and may be grieved as a discharge.
- 32.11 An employee may use the provisions of Article 32.10 no more than once during the life of the Collective Agreement.

### **ARTICLE 33 - Statement Of Duties**

- 33.01 When an employee is first engaged or when an employee is reassigned to another position in the Bargaining Unit, the Employer shall, before the employee is assigned to that position, provide the employee with a written Statement of Duties of the position to which he/she is assigned.
- 33.02 Upon written request, an employee shall be entitled to a complete and current Statement of Duties and responsibilities.

### **ARTICLE 34 - Employee Performance Review And Employee Files**

- 34.01 When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss the document and then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his/her performance appraisal and may use the grievance procedure in Article 36 to correct any factual inaccuracies in his/her performance appraisal.

- 34.02 The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his/her career development goals and that every effort be made to develop the career potentials of each individual through in-service training, retraining, or any other facets of career development which may be available.
- 34.03 The Employer's representative who assesses an employee's performance must have observed the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated or have input from another person who has so observed the employee.

#### **Evidence**

- 34.04 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware of, by the provision of a copy thereof at the time of filing, or within a reasonable period thereafter.
- 34.05 Any document or written statement related to disciplinary action, which may have been placed on the Personnel file of an employee, shall be destroyed after one (1) year has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 34.06 Upon written request of an employee, the Personnel file of that employee shall be made available for his/her examination at reasonable times in the presence of an authorized representative of the Association and the Union, if so requested.
- 34.07 Where an employee is required to attend a meeting with the Employer where written discipline is to be imposed, the employee shall have the right to have a representative of the Union in attendance. The Employer must advise the employee in advance of any such meeting.

#### **ARTICLE 35 - Classification**

- 35.01 During the term of this Agreement, if a new or revised classification standard is implemented by the Employer, the Employer shall before applying the new or revised classification standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 35.02 Where an employee believes that he/she has been improperly classified with respect to his/her position or category, group and level, he/she shall discuss his/her classification with his/her immediate supervisor and, on request, be provided with a copy of his/her statement of duties before he/she files a grievance under Article 36.05 and Article 36 (Adjustment of Disputes).

#### **ARTICLE 36 - Adjustment Of Disputes**

- 36.01 The Association and the Union recognize that grievances may arise in each of the following circumstances:
- (a) by the interpretation, application, administration or alleged violation of:
- i a provision of a regulation, direction or other instrument made or issued by the Association dealing with terms or conditions of employment; or

- ii a provision of this Agreement or Arbitral Award; and
- (b) disciplinary action resulting in demotion, suspension, or a financial penalty;
- (c) dismissal from the Association; and
- (d) letters or notations of discipline placed on personnel file.

36.02 The procedure for the final resolution of the grievances listed in Article 36.01 is to Arbitration.

36.03 A grievance shall not be deemed invalid by reason of its form.

### **Representation**

36.04 If he/she so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.

36.05 Where an employee has been represented by the Union in the presentation of his/her grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

36.06 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated, to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Association and the Union.

### **Procedure**

36.07 An employee or the Union who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the Manager who shall forthwith:

- (a) forward the grievance to the representative of the Association authorized to deal with grievances at the appropriate level; and
- (b) provide the employee and the Union with a receipt stating the date on which the grievance was received by him/her.

36.08 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:

- (a) First Level (Maintenance Director)
- (b) Second Level (Manager)
- (c) Third Level (Board of Directors)
- (d) Final Level (Arbitration)

36.09 The Union shall have the right to consult with the Manager with respect to a grievance at each or any level of the grievance procedure.

**Time Limits**

- 36.10 An employee may present a grievance to the first level of the procedure in the manner prescribed in Article 36.07 within twenty-five (25) calendar days.
- 36.11 The Employer shall reply in writing to a grievance within fourteen (14) calendar days at level 1, within thirty (30) calendar days at level 2.
- 36.12 An employee or the Union may present a grievance at each succeeding level in the grievance procedure beyond the first level:
- (a) where the decision or settlement is not satisfactory to the grievor, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him/her by the Association; or
  - (b) where the Association has not conveyed a decision to the grievor within the time prescribed in Article 36.11 within fourteen (14) calendar days after the day the reply was due.
- 36.13 The time limits stipulated in this procedure may be extended by mutual agreement between the Association and the employee, and where appropriate, the Union representative.

**Dismissal**

- 36.14 No employee shall be dismissed without first being given notice in writing together with the reasons therefore. When the Employer dismisses an employee the grievance procedures shall apply except that the grievance may be presented at the Third Level.

**Health and Safety**

- 36.15 The Union shall have the right to initiate and present a grievance on matters relating to health and safety to any level of management specified in the grievance procedure, on behalf of one or more members of the Union.

**Other Matters**

- 36.16 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he/she first obtains the authorization of the Union prior to presenting such grievance.
- 36.17 An employee may, by written notice to the Manager, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement his/her withdrawal has the endorsement, in writing, of the Union.
- 36.18 The Union shall have the right to initiate and present a grievance at each step of the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union. Any step of the process may be by-passed, if the person hearing the grievance is the subject matter of the complaint.
- 36.19 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

## Arbitration

- 36.20 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Final Level, of his/her desire to submit the difference or allegation to arbitration.
- 36.21 The parties agree that arbitration referred to in Article 36.20 shall be by a single arbitrator;
- 36.22 The parties will attempt to come to an agreement on the selection of an Arbitrator within thirty (30) calendar days of the date on which notification by either party to submit the difference or allegation to arbitration was made, or such further period as may be mutually agreed upon by the parties;
- 36.23 In the event that the Employer and the Union are unable to agree upon the selection of an Arbitrator, the Minister of Labour of Canada shall be requested to appoint an Arbitrator, and it is agreed that the Arbitrator so appointed shall act as the single Arbitrator.
- 36.24 The arbitrator has all of the powers granted to arbitrators under the Canada Labour Code, Part I in addition to any powers which are contained in this Agreement.
- 36.25 The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 36.26 The award of the arbitrator shall be signed by him/her and copies thereof shall be transmitted to the parties to the dispute.
- 36.27 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provision of this Agreement, or to increase or decrease wages.
- 36.28 The Association and the Alliance shall each pay one-half of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 36.29 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of fourteen (14) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as a judgment or an order of that court and may be enforceable as such.
- 36.30 In addition to the powers granted to arbitrators under the Canada Labour Code the Arbitrator may determine that the employee has been dismissed for other than proper cause and he/she may:
- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his/her wages lost by reason of his/her dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; or
  - (b) make such order as he/she considers fair and reasonable having regard to the terms of this Agreement.

- 36.31 An Employer grievance shall be submitted to the Union directly to the President of the Nunavut Employees Union and shall be referable to Arbitration under Article 36.20.

**ARTICLE 37 - No Contracting Out**

- 37.01 There shall be no contracting out of any work by the Association, if it would result in the lay-off or the continuance of a lay-off of a permanent employee. Permanent employee for the purpose of this article means an employee who has completed his/her initial probationary period.

**ARTICLE 38 - Health And Safety**

- 38.01 The Employer shall comply with all applicable federal, territorial, and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.
- 38.02 The Employer shall make available to all employees a current copy of the Safety Act and Regulations, and any Employer policies pertaining to safety and health.

**ARTICLE 39 - Northern Allowance**

- 39.01 All eligible employees shall be paid a Northern Allowance. This allowance shall be based on \$22,978, and shall be divided by 2087.04 for employees whose normal hours of work are eight (8) per day; and by 1956.6 for employees whose normal hours of work are seven and one-half (7 ½) per day.

This amount shall change when the rate for Clyde River in the collective agreement between the Government of Nunavut and the Nunavut Employees' Union changes.

- 39.02 This allowance shall be paid on an hourly basis for all regular hours worked. It shall be paid bi-weekly to all full-time and part-time employees.
- 39.03 Indeterminate employees shall have the option to receive the Northern Allowance in either one lump sum payment or in two equal installments. Employees must inform the Employer before March 15<sup>th</sup>, of their request for the upcoming fiscal year. Those Employees who elect the single payment option shall be paid out at the end of the upcoming fiscal year on March 31<sup>st</sup>. Employees who elect the two installment option shall be paid out in the upcoming fiscal year on October 1<sup>st</sup> and March 31<sup>st</sup>.
- 39.04 If an employee chooses the lump sum option in Article 39.03 and terminates employment prior to a designated payment date, he/she shall receive the Northern Allowance on a prorated basis, calculated up to the date of termination of employment.

**ARTICLE 40 - Duty Travel**

- 40.01 An employee who is authorized to travel on Association business will be reimbursed based on Nunavut Housing Corporation rates in effect at the time of travel.

**ARTICLE 41 - Short Term Leave For Training Purposes**

- 41.01 Leave without pay to take advanced or supplementary professional or technical training of less than one academic year may be granted to employees upon the recommendation of the Manager and with the approval of the Employer.
- 41.02 Such leave shall be based on an appraisal of the present and future job requirements and the qualifications of the employee applying therefore and shall be granted only to meet the identified needs.
- 41.03 Full financial assistance in respect of salary, tuition, travelling and other expenses may be granted during such leave:
- (a) where the employee has become technically obsolete and requires retraining to satisfactorily carry out the work; or
  - (b) where the courses are required to keep the employee abreast of new knowledge and techniques in his/her field of work; or
  - (c) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present employees.
- 41.04 Refund of tuition fees, in respect of courses may be made on receipt of evidence of successful completion, if the course is of value to the employee's work and does not require the employee to be absent from duties.
- 41.05 Under this Article, leave with full or partial financial assistance in respect of salary will carry with it the obligation to return after leave to work for the Association for a period of six (6) months.
- 41.06 Where a request for leave under Article 41.01 to 41.04 has been submitted by an employee, the Association shall, within a reasonable period from the date of the employee's submission, advise the employee whether his/her request has been approved or denied.
- 41.07 Where the Employer and the employee agree that the employee requires on-the-job training, the Employer will provide that training.

**ARTICLE 42 - Uniforms And Protective Clothing**

- 42.01 (a) The Employer shall reimburse each employee-subject to presentation of receipts, towards the purchase of a jacket, coveralls and work boots or shoes, as follows:
- (i) Up to a maximum of five hundred dollars (\$500.00) for Administration employees; and,
  - (ii) up to a maximum of seven hundred and fifty dollars (\$750.00) for Maintenance employees.
- (b) Employees must be actively employed for at least fifty percent (50%) of the fiscal year to be eligible for this benefit.
- 42.02 The Employer may arrange to purchase the items in Article 42.01 as a cooperative effort.

42.03 The Employer may invoke Article 42.01 before the end of the fiscal year if the above mentioned items are presented worn or damaged beyond repair by an employee.

42.04 The Employer will provide each maintenance and outside worker with the following on an as need basis:

- (a) summer work gloves;
- (b) winter work gloves; and,
- (c) neoprene and latex safety gloves

### **ARTICLE 43 - Trades**

#### **Application**

43.01 This Article applies to all maintenance employees.

#### **Trades Certification**

43.02 Where an employee with a certificate of qualification in one trade performs work in a trade for which he/she does not possess a certificate, he/she shall advise the Employer. The Employer will ensure that traditional job titles will be used properly reflecting the dignity and status of tradesmen; using the trade name in the position title to conform to the journeyman certification required.

43.03 Employees who do not hold certificates of qualification in a trade area may perform work normally performed by qualified tradesmen provided no employee holding a certificate of qualification is on lay-off.

#### **Wash-up Time**

43.04 Maintenance employees shall be permitted paid wash-up time to a maximum of ten (10) minutes at the conclusion of each work day. In unusual circumstances, this period may be extended by the employee's supervisor to a maximum of fifteen (15) minutes.

#### **Work Clothing and Protective Equipment**

43.05 The Employer shall supply employees with the following articles if they are required by the Employer or the Workers' Safety and Compensation Commission:

- (a) Hard hats
- (b) Aprons
- (c) Welding goggles
- (d) Dust protection
- (e) Eye protection, except prescription lenses



- (f) Ear protection

The Employer shall replace these articles as required when they are presented worn or damaged beyond repair by an employee, at no cost to the employee.

43.06 Employees shall be responsible for replacing lost work clothing and protective equipment.

43.07 Protective equipment supplied by the Employer must be worn on the job by employees.

**Compensation for Tools and Equipment**

43.08 When an employee, including an apprentice, presents a worn out or broken tool, which he/she uses in the regular performance of his/her work, to the Manager for verification, the Employer agrees to replace such tool with a tool of similar quality. In situations where highly specialized tools not normally associated with a journeyman's tool kit are required, they will be provided by the Employer, who will retain ownership of them. The Employer shall assist employees in the purchase of tools and equipment used in the performances of their duties by purchasing such tools in the Association's name and selling them to the employee at the Employer's cost price.

**Adverse Weather Conditions**

43.09 Except in emergency conditions, the Employer shall not require an employee to work outside under extreme weather conditions. The Labour/Management Committee will help to define extreme weather conditions.

**ARTICLE 44 - Apprentices**

44.01 The following are agreed upon terms and conditions of employment for employees engaged as Apprentices by the Employer:

- (a) The Apprenticeship, Trade and Occupations Certification Act and pursuant Regulations shall apply to Apprentices employed. A copy of the current Regulations shall be made available to the Apprentice upon hire;
- (b) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the Apprenticeship, Trade and Occupations Certification Act;
- (c) Pay increases shall not be automatic, but will be based upon levels of certification issues by the Apprenticeship Branch and shall be effective from the date of certification;
- (d) Apprentice rates will be based on a percentage of the appropriate journeyman rate as follows:

**Four-Year Training Programs**

Year 1	65%
Year 2	75%
Year 3	85%
Year 4	95%

**Three-Year Training Programs**

Year 1	70%
Year 2	80%
Year 3	90%

- (e) The Apprentice shall not be entitled to receive wages while attending trade school, but shall apply for Employment Insurance Benefits;
- (f) A completion bonus shall be paid to an apprentice on successful completion of each year of training equal to the difference between the Employment Insurance payment and an employee's regular wage rate for the time of school attendance. The Employer may advance a portion of this completion bonus at least three (3) weeks before an apprentice leaves for Trades school;
- (g) Where an Apprentice has failed, on three occasions, to successfully complete any portion of a trade training course, a recommendation may be made to the Apprenticeship Branch to cancel his/her contract and the Apprentice may be terminated;
- (h) Apprentices successfully completing their Apprenticeship will be given preference in hiring on job vacancies. Where an Apprentice, after completing his/her apprenticeship, is hired directly into a job vacancy, all time spent as an Apprentice shall count towards continuous employment with the Association;
- (i) Where possible, the Employer shall give unsuccessful apprentices consideration for continued employment at the last apprentice pay rate attained. For the sake of clarity, all time spent as an Apprentice shall count towards continuous employment with the Association;

**ARTICLE 45 - Seniority**

- 45.01 Seniority is defined as length of service with the Employer and shall be applied on a Bargaining Unit wide basis. Seniority shall be a prime factor applied in determining preference for promotions, transfers, lay-off and recall.
- 45.02 A newly hired employee shall be on probation for a period defined in Clause 2.01 (z). During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement excluding seniority except as otherwise provided. After completion of the probationary period, seniority shall be effective from the original date of employment.
- 45.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. A copy of the seniority list shall be posted on all bulletin boards and sent to the Union and shall be kept up-to-date by the Employer.
- 45.04 Seniority shall not accumulate during a leave of absence without pay and after six (6) months' lay-off.
- 45.05 The seniority rights and employment of any employee shall cease for any of the following reasons:
  - (a) if he/she is discharged for just cause and is not reinstated;
  - (b) if he/she resigns voluntarily;

- (c) if he/she abandons his/her position;
- (d) if he/she fails to return from leave of absence, without just cause;
- (e) if he/she is on lay-off for more than one year;
- (f) if he/she takes a leave of absence under false pretences;
- (g) if, following lay-off, he/she fails to return to work within ten (10) working days of being recalled.

#### **ARTICLE 46 - Vacancies, Job Posting, Promotions And Transfers**

- 46.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly-created position shall be posted for three (3) full working days on the Union notice board. An employee desiring a position must make application in writing to the Manager within four (4) working days of the first day of posting. The applicants' skills and knowledge shall be considered objectively by the Employer with a view to determining the potential of the applicants to perform the job effectively and where applicants are considered reasonably equal in this respect, seniority shall govern.
- 46.02 Where operational requirements permit, in filling job vacancies, including promotions, transfers, and new positions, the job shall be awarded within fifteen (15) working days of posting to the successful applicant.
- 46.03 New employees shall not be hired when there are permanent employees on lay-off qualified to perform the job.
- 46.04 A probationary employee shall be eligible to participate in job competitions in the same manner as non-probationary employees within the Association.

#### **Transfers**

- 46.05 No employee shall be transferred to a position outside the Bargaining Unit without his/her consent. If an employee is transferred to a position outside the Bargaining Unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. If the employee later returns to a position inside the Bargaining Unit, the employee shall retain his/her seniority accumulated up to the date of leaving the Bargaining Unit.
- 46.06 No employee shall be transferred to another position within the Bargaining Unit without his/her consent. If an employee is transferred to another position, he/she shall have the right to return to his/her former position within sixty (60) days, and any other employee affected by the transfer shall be returned to his/her former position, without loss of wages or seniority.

#### **ARTICLE 47 - Term Positions**

- 47.01 No term position shall have a stated term of more than two (2) years, except for:
- (a) term journeyman positions, which may last for such period as is necessary for the apprentice working under the journeyman to finish his apprenticeship; and
  - (b) term positions replacing employees on union leave under Article 13.06

47.02 Term employees are not entitled to the provisions of Article 51 – Lay-Offs at the end of their term.

**ARTICLE 48 - Labour/Management Committee**

48.01 A Committee will be formed to consult on matters of health and safety, the Employee Assistance Program, defining extreme weather conditions, the interpretation of this Agreement, and other matters of mutual interest.

48.02 The Committee shall be comprised of up to two (2) representatives each of the Union and the Employer, with each party choosing their respective representatives.

48.03 The Committee shall meet as necessary at a time to be previously established by the Committee, and at other times at the request of either party. The role of chairman will alternate between the Employer and the Union.

**Health and Safety**

48.04 In matters of safety and health, the Committee will regularly discuss items of concern in regard to the safety of the workplace and the effect that the workplace may have on the health of the employees. Committee members shall perform the necessary duties of investigating, identifying and seeking to remedy hazards at the workplace, and shall do so without loss of pay or fear of reprisal provided they are acting reasonably.

48.05 The Committee will also follow the provisions below with respect to Health and Safety matters:

(a) The Employer shall post the names of the Committee members in a prominent place.

(b) The Employer shall ensure that first aid kits are provided and readily accessible at all times. The first aid kits shall be kept well stocked at all times.

(c) The Employer will encourage employees to take first aid courses in Clyde River and will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a first aid certificate. Employees taking first aid training in Clyde River shall be granted leave with pay for the duration of the courses.

**The Right to Know: Hazard Identification**

48.06 The Committee shall identify new or presently used chemical substances or equipment present in the Employer's workplace including hazards or suspected hazards, precautions and antidotes or procedures to be followed after exposure.

**Information and Investigations Concerning Health Hazards and Work Injuries**

48.07 The Employer and the Committee shall conduct such investigations as may be necessary to determine the circumstances surrounding work injuries and health hazards arising in the workplace.

**Interpretation of the Agreement**

48.08 The Committee will discuss the meaning of provisions of the Agreement as appropriate for the purpose of attempting to reach consensus on the interpretation of the Agreement. The interpretation stated by any person shall not be precedent setting or binding on other members of the Committee. Committee members shall not be empowered to alter any terms of the Agreement nor shall a consensus reached by the Committee have any effect on management rights. The Employer may adopt a position arrived at by the Committee on any given occasion but such adoption shall not be binding or considered a precedent on future occasions.

**Article 49 - Removal Assistance**

49.01 Where an employee is hired from outside of Clyde River, the employee shall be entitled to the removal on initial appointment and ultimate removal benefits provided by the Government of Nunavut in its collective agreement with the Nunavut Employees Union.

**Article 50 - Pension And Group Benefits Plans**

50.01 The Northern Employee Benefits Services (NEBS) Pension Plan is a term and condition of employment for all eligible employees.

50.02 The Northern Employee Benefits Services (NEBS) Group Benefit Plan (i.e.) Basic Group Life Insurance, Accidental Death, Disease and Dismemberment at three (3) times salary, Dependents Insurance, and Long Term Disability) plan is a term and condition of employment for all eligible employees.

50.03 The Northern Employee Benefits Services (NEBS) Extended Health Care and Dental Insurance plans are optional plans available to each individual eligible employee.

50.04 Full-time employees become eligible for the NEBS pension and benefit plans after six (6) months of continuous service. Eligibility for benefits for part-time employees shall be determined by the plan providers.

50.05 The Employer shall advise the pension plan and insurance plans administrator of any adjustments to earnings subject to these plans, terminations of employees covered by these plans, new eligible employees under these plans, and other required data as determined by these plans, without delay.

50.06 The Employer shall remit all required contributions and premiums for the plans under this Article within a reasonable period, and shall forward all claims under these plans in a timely manner.

50.07 The Employer shall distribute to all employees eligible for coverage under the plans in this Article all literature, statements and materials produced by NEBS and the insurers, which are intended for the distribution to the employees. New eligible employees shall be provided with plan booklets upon hire and shall be enrolled in a timely manner.

50.08 All issues concerning the pension and insurance plans, including issues of contributions and premiums, and eligibility for benefits, shall be determined by the pension and benefit plan providers.

**Article 51 - Severance Pay**

- 51.01 For the purposes of this Article only, continuous employment shall commence November 1, 1996 for employees hired prior to November 1, 1997. The maximum amount of Severance payable cannot exceed twenty-eight weeks of pay.

**Lay-Off**

- 51.02 An employee who has one year or more of continuous employment and who is laid off is entitled to be paid Severance Pay at the time of lay-off.
- 51.03 In the case of an employee who is laid off following the signing of this Agreement, the amount of Severance Pay shall be two (2) weeks' pay for the first complete year of continuous employment, two (2) weeks' pay for the second complete year of continuous employment and one (1) week's pay for each succeeding complete year of continuous employment.

**Retirement And Termination For Health Reasons**

- 51.04 Employees shall receive Severance Pay on retirement or whose employment is terminated because the employee was incapable of performing his/her duties because of chronically poor health.
- 51.05 When employment terminates for either of the reasons stated in Article 51.04, the employee shall be paid Severance Pay equal to the product obtained by multiplying his/her weekly rate of pay on termination of employment by the number of completed years of his/her continuous employment.
- 51.06 When employment terminates for either of the reasons stated in Article 51.04, the employee shall have the right to waive his/her entitlement to Severance Pay and, in lieu thereof, be granted an equivalent period of leave with pay.

**Article 52 - Social Justice Fund**

- 52.01 All full-time and part-time employees shall contribute \$20.00 per year to the PSAC Social Justice Fund by way of a deduction in the first pay period in the month of November. Such contributions shall be remitted on behalf of the employees by the Employer to the PSAC National Office. Contributions to the Fund shall be strictly utilized for the purposes specified in the Letters Patent of The PSAC Social Justice Fund.
- 52.02 Contributions to the PSAC Social Justice Fund shall be tax-deductible commencing on the date that the Fund receives charitable status from the Canada Customs and Revenue Agency. Contributions by employees shall be noted as charitable contributions on the T4 slips of all employees.
- 52.03 The Employer shall match all employee contributions in November of each year and shall remit such contributions to the PSAC National Office.
- 52.04 The Union shall notify the Employer as soon as possible following the date that the Fund receives charitable status from the Canada Customs and Revenue Agency of the Fund's charitable status.

### **Article 53 - Civil Liability**

- 53.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him/her in the performance of his/her duties, then:
- 53.02 The employee, upon being served with any legal process, or upon receipt of any action or proceeding being commenced against him/her shall advise the Manager of any such notification or legal process;
- 53.03 The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings, all legal fees, and any sum required to be paid by such employee in connection with the settlement of any claim made against such employee; provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of his/her duty as an employee. The employee shall not enter into any settlement agreement without the express written authority of the Employer and if he/she does enter into any such settlement agreement without proper authorization he/she waives any rights provided to him/her under this Article.
- 53.04 Upon the Employee notifying the Employer in accordance with paragraph (a) above, the Employer shall unilaterally appoint counsel. The Employee agrees to cooperate fully with appointed counsel.
- 53.05 If upon adjudication of a matter arising out of this Article there is a finding that the employee was not acting in the performance of his duties at the time of the alleged tort then he shall be indebted to the Employer for an amount equal to any amounts expended by the Employer on his behalf pursuant to this Article. Prior to said recovery the Employer and employee shall discuss an acceptable recovery schedule.

### **Article 54 - Re-Opener Of Agreement And Mutual Discussions**

#### **Re-Opener Of Agreement**

- 54.01 This Agreement may be amended by mutual consent.

#### **Mutual Discussions**

- 54.02 The Employer and the Union acknowledge the mutual benefits to be derived from dialogue between the parties and are prepared to discuss matters of common interest.

### **Article 55 - Duration And Renewal**

- 55.01 The term of this Agreement shall be from November 1, 2016 until to October 31, 2019. The provisions of this Agreement shall take effect on the date of ratification of this Agreement, unless another date is stated in this Agreement.
- 55.02 Notwithstanding Article 55.01, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 36, shall remain in effect during the negotiations for its renewal, and until either a new collective agreement becomes effective, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met.
- 55.03 Either party to this Agreement may, within the period of four (4) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to

this Agreement to commence collective bargaining with a view to the conclusion, renewal or revision of this Agreement in accordance with Section 49(1) of the *Canada Labour Code*.

- 55.04** Where notice to bargain collectively has been given under Article 55.03, the Employer shall not alter the rates of pay, or any other term or condition of employment, or any right or privilege of the employees, or any right or privilege of the Union, until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89(1) of the *Canada Labour Code* have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.



**Appendix A**

Classification		November 1, 2016	November 1, 2017	November 1, 2018
Maintenance Foreman	Step 1	\$31.80	\$32.28	\$32.60
	Step 2	\$34.34	\$34.86	\$35.21
	Step 3	\$36.88	\$37.43	\$37.80
Oil Burner Mechanic  Warehouse- person	Step 1	\$31.65	\$32.12	\$32.44
	Step 2	\$34.27	\$34.78	\$35.13
	Step 3	\$36.88	\$37.43	\$37.80
Maintenance Serviceperson	Step 1	\$28.81	\$29.24	\$29.53
	Step 2	\$31.15	\$31.62	\$31.94
	Step 3	\$33.49	\$33.99	\$34.33
Painter	Step 1	\$29.72	\$30.17	\$30.47
	Step 2	\$32.14	\$32.62	\$32.95
	Step 3	\$34.56	\$35.08	\$35.43
Carpenter	Step 1	\$32.69	\$33.18	\$33.51
	Step 2	\$35.42	\$35.95	\$36.31
	Step 3	\$38.16	\$38.73	\$39.12

Plumber/ Electrician	Step 1	\$33.53	\$34.03	\$34.37
	Step 2	\$36.35	\$36.90	\$37.27
	Step 3	\$38.76	\$39.35	\$39.74
Uncertified Trades	Step 1	\$20.75	\$21.06	\$21.27
	Step 2	\$23.62	\$23.97	\$24.21
	Step 3	\$25.79	\$26.18	\$26.44
Maintenance Management Clerk	Step 1	\$23.78	\$24.14	\$24.38
	Step 2	\$25.70	\$26.09	\$26.35
	Step 3	\$27.63	\$28.04	\$28.32
Tenant Relations Officer I (100%)	Step 1	\$26.04	\$26.43	\$26.69
	Step 2	\$28.09	\$28.51	\$28.80
	Step 3	\$30.14	\$30.59	\$30.90
Tenant Relations Officer II (80%)	Step 1	\$20.84	\$21.15	\$21.36
	Step 2	\$24.06	\$24.42	\$24.66
	Step 3	\$27.28	\$27.69	\$27.97
Administration Assistant I (100%)	Step 1	\$23.69	\$24.05	\$24.29
	Step 2	\$25.49	\$25.87	\$26.13
	Step 3	\$27.28	\$27.69	\$27.97

Administration Assistant II (80%)	Step 1	\$18.95	\$19.23	\$19.42
	Step 2	\$20.38	\$20.69	\$20.90
	Step 3	\$21.83	\$22.16	\$22.38
Clerk Typist I (100%)	Step 1	\$21.34	\$21.66	\$21.88
	Step 2	\$22.88	\$23.22	\$23.45
	Step 3	\$24.40	\$24.77	\$25.02
Clerk Typist II (80%)	Step 1	\$17.07	\$17.33	\$17.50
	Step 2	\$18.30	\$18.57	\$18.76
	Step 3	\$19.52	\$19.81	\$20.01
Casuals		\$21.50	\$21.50	\$21.50
Students		\$16.75	\$17.00	\$17.17

**Notes for Administration Pay Grid**

1. Tenant Relations Officer percentages:

- 100% - Minimum qualifications: Three years' work related experience (or equivalent)
- 80% - Less than three years work related experience (or equivalent)

2. Administrative Assistant percentages:

- 100% - Minimum qualifications: Grade 10 with typing, Clerical/Office skills and ability to interpret and take minutes
- 80% - less than Minimum qualifications: equivalent to Administrative Assistant trainee

3. Clerk Typist percentages:

- 100% - Minimum qualifications: Grade 10 with (Grade 10) typing and Clerical/Office skills
- 80% - less than Minimum qualifications: equivalent to Bookkeeper assistant

4. Employees move up pay level steps on their anniversary date unless they receive an unsatisfactory performance appraisal.

**Notes for Maintenance Pay Grid**

1. Foreperson who possesses a valid Housing Maintenance Serviceperson Journeyman Trades Certificate will be paid according to the Rate of Pay for Maintenance Foreperson.
2. Foreperson who possesses a valid Journeyman Trades Certificate, in a trade other than Housing Maintenance Serviceperson trade, will receive over and above the salary for their designated trade, an additional five hundred dollars (\$500) per year for each full-time permanent employee he/she supervises. If such a foreperson is the only full-time maintenance employee, he/she will receive an additional five hundred (\$500) per year, over and above the salary for their designated trade.
3. Employees move up pay level steps on their anniversary date unless they receive an unsatisfactory Performance appraisal.

**Letter of Understanding #1 – Stand-By Pay**

Notwithstanding Article 29, the Parties agree that the current practice of paying stand-by pay to administration staff who are bilingual and are able to field and dispatch call in English and Inuktitut shall be continued.

Specifically, a bilingual administrative staff employee will be designated to receive and dispatch approved emergency service calls, and shall receive Stand-by Pay. A Trades person will be identified for weekly coverage assignments, but will not be eligible to receive Stand-by Pay. Rather, the Trades persons will be eligible for call-out pay as required, and shall also be entitled to receive a lump sum payment of four dollars (\$4.00) for each full hour of pay that they are entitled to under Article 29, when they are called out to perform work outside of normal hours.

Either Party may, upon two weeks' written notice to the other Party, end this practice, in which case the language of the collective agreement shall apply.

**Letter of Understanding #2**

Notwithstanding the provisions of Appendix "A", the employees listed below shall be salary protected at their respective rates of pay, plus each of the negotiated general economic increases applied to the Hourly Pay Grid, for the duration of the Collective Agreement.

*Steven Aipellee*

*Evan Churchill*

SIGNED at Clyde River, Nunavut on 16 August, 2017 by the Negotiating Committees:

**Clyde River Housing Association**

**Public Service Alliance of Canada**




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John Corkett  
Manager



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Nick Clark  
Maintenance Manager



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James Arreak  
Board Chair

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Jack Bourassa  
PSAC Regional Executive Vice-President for the North



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Steven Aipellee  
Member



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Tyler Moffat  
Member



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Brenda Shillington  
Negotiator