



COLLECTIVE AGREEMENT

BETWEEN :

NASITTUQ CORPORATION

(HEREINAFTER "THE COMPANY")

AND

UNIFOR LOCAL 2002

(HEREINAFTER "THE UNION")

Effective June 1, 2024 – May 31, 2027

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ARTICLE 1 PURPOSE AND SCOPE OF AGREEMENT

- 1.01 The purpose of this Agreement is to establish and maintain harmonious relationships between NASITTUQ CORPORATION, hereinafter referred to as the Company, UNIFOR, hereinafter referred to as the Union and the employees through the promotion of respect and excellence, and to set forth the terms and conditions of employment upon which agreement has been reached through collective bargaining.
- 1.02 The parties to this Agreement also share a desire to promote safety, quality, employee satisfaction and customer service so as to enhance the efficiency and productivity of the Company which operations in a northern remote location accessible by DND controlled approval only. In addition to Nasittuq rules and policies, employees are subject to the DND Code of Service Discipline under the authority of the base commander. Any issues relating to DND code of Service Discipline may be discussed at the joint committee meeting as per article 15.
- 1.03 As per CIRB certificate 10500-U, this collective agreement applies to “all employees of Nasittuq Corporation at CFS Alert Ellesmere Island, Nunavut, excluding Supervisors and those above.”

ARTICLE 2 INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:

“Additional Duties” are De-Icing Aircraft and Fire Brigade activities.

“Allowance” means compensation payable for the performance of special or additional duties.

“Annual Base Earnings” is the Scheduled hours worked + Scheduled overtime multiplied by 1.5x (for those scheduled 48 hours/week) calculated at the Hourly Rate (per Appendix B).

“B-25 Arctic Survival Kit” means consists of 1 pair of each extreme cold weather parka and pants, extreme cold weather winter boots, extreme cold weather gloves or arctic mitts (shell and inserts), balaclava, (2 pairs of) arctic socks, toque, scarf and duffle bag.”

“Bargaining unit” means the employees of the Company that work for Nasittuq as described in the certificate issued by Canada Industrial Relations Board on 22 November 2013, deemed to be certified under the Canada Labour Code

“Code of Service Discipline” refers to the provisions of Part III of the National Defence Act that applies to all personnel present on the Alert Site.

“Company” means NASITTUQ as the Employer, and includes any person duly authorized to exercise the authority of NASITTUQ.

“CPMAO” is the Contract Program Management and Administration Office located in Belleville, ON. The Alert contract is managed from this location.

“Day” shall mean a calendar day unless otherwise specified in the Collective Agreement “Day of rest” in relation to an employee means a day other than a general holiday on which that employee is not ordinarily required to perform the duties of their position other than by reason of their being on leave or absent from duty without permission.

“DND” means Department of National Defence, who has care, custody and control of the Alert site.

“Employee” means the UNIFOR members of this collective agreement.

“Flight Delays” means any day that delays the employee leaving CFS Alert and arriving at the Point of Assembly after the scheduled Thursday or arriving in CFS Alert a day after the scheduled Wednesday.

“Hourly Rate” means the rate of pay for an hour of work exclusive of the **Isolation Allowance**, and is reflected in Appendix B.

“IA” means the Isolation Allowance that is provided in addition to the hourly rate for all days while in CFS Alert.

“In-rotation” means the scheduled weeks of work during a rotation period.

“Lay-off” means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function.

“Leave of Absence” means authorized absence from duty by an employee during their regular or normal hours of work.

“Location” means the premises where an employee normally works.

“Membership dues” means the dues established pursuant to the constitution of the Union as the dues payable by its members as a consequence of their membership in the Union, and shall not include any initiation fee, insurance premium, or special levy.

“Offsite pay” is the pay that is accrued during an In-rotation and paid during an Out Rotation, **through pay continuance**, according to the provisions of Appendix A.

“Out rotation” means the scheduled weeks offsite during a rotation period.

“Overtime” – means any authorized hours worked in excess of Scheduled Hours (40 or 48 hours per week) OR in excess of eight (8) hours per day for the hours worked during the weeks of travel.

“Personal Protective Equipment” means clothing and equipment that is worn or used to provide protection against hazards, environments and/or injury.

“Permanent employee” means an **employee with no defined end date.**

“Personal Protective Equipment” means clothing and equipment that is worn or used to provide protection against hazards, environments and/or injury.

“Point of Assembly” means the designated point of assembly and departure for employees to site and shall be CFB Trenton Airport.

“Scheduled Hours” are those hours as scheduled by the Company per Article 19, working either 40 or 48 hours per week per the employee’s individual employment contract.

“Scheduled Overtime” refers to the eight (8) hours scheduled per week for employees on a 48 hrs/week.

“Scheduled Regular Hours” refers to the first forty (40) hours scheduled during the weeks of an employee’s In Rotation.

“Scheduled Travel Time” is **the thirty-two (32) hours** of Travel Time per Scheduled Rotation for travel to/from Point of Assembly and Work Site.

“Special Personal Protective Equipment” means safety footwear, prescription eye or ear protection, or any PPE specifically for use by the employee (not one time use).

“Standard Rotation” includes the Scheduled Regular Hours, Scheduled Overtime Hours (for 48-hour work week) and Scheduled Travel Time within a full rotation and will start on a Tuesday and end on a Thursday – see 19.09.

“Station Commanding Officer” means the DND personnel in command of the station with the ultimate authority over all site activities.

“Station Standing Orders” means the DND rules and regulations of the Alert site. All personnel on site including Nasittuq employees must remain in compliance with the Station Standing Orders.

“Term Employee” means an employee hired as a temporary employee for a specific period of time.

“Time and one-half” means one and one-half (1.5) times the hourly rate of pay as shown in Appendix “B”.

“Travel Coordinator” means the designated employee who volunteers to coordinate travel to the work site. The Travel Coordinator duties include: group communications regarding flights; liaison between Nasittuq and the military for flight purposes and changes; coordinate and communicate with taxi companies; corral and ensure all employees meet the timelines required for flights; hand out and collection of debit cards for Thule expenses; coordinate B25 bags with Alert CPMAO.

“Travel Time” refers to the time spent traveling between Point of Assembly and Work Site including remaining overnight enroute as determined by DND.

“Union” means UNIFOR.

- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the Canada Labour Code, have the same meaning as given to them in the Canada Labour Code.

ARTICLE 3 APPLICATION

- 3.01 The provisions of this Agreement apply to the Union, the employees, and the Company.

ARTICLE 4 RECOGNITION

- 4.01 The Company recognizes the Union as exclusive representative for all employees described in the certificate issued to UNIFOR by the Canada Industrial Labour Relations Board on 22 November 2013 and deemed to be a certificate of the Canada Industrial Relations Board. **The positions included in this certification may be amended from time to time by mutual agreement between the Company and the Union.**

ARTICLE 5 MANAGERIAL RIGHTS AND RESPONSIBILITIES

- 5.01 The Company recognizes and agrees that its rights, powers and authority are abridged, delegated, granted or modified by virtue of the granting of certification, the Canada Labour Code and the provisions of this Collective Agreement.
- 5.02 For greater certainty, and taking account of the unique nature of the workplace, and the terms of the **Canadian Support Services – Canadian Forces Station (CFS) Alert** Contract Statement of Work, but without limiting the generality of 1.02 and 1.01, and where the actions of the Company are not inconsistent with any terms of the Collective Agreement, the Union agrees that the Company has the sole and exclusive right to:
- a) Operate and manage its affairs and facilities in all respects as it sees fit, including the right to hire, direct and schedule its work force;
 - b) Promote, classify, transfer and lay-off employees;
 - c) Discipline, demote, suspend and discharge employees for just cause;
 - d) Determine job content; assign work; determine the standards of performance and quality of work and the qualifications of employees to perform work **and approve overtime;**
 - e) Establish methods, processes and means of performing work;
 - f) Make, establish, publish and enforce reasonable rules and regulation;
 - g) Introduce new and improved methods, equipment and facilities;
 - h) Purchase supplies, equipment, materials and services from any source acceptable to the Company;
 - i) Determine the number of employees to be employed and the duties to be performed;

- j) Establish, expand, reduce, alter, consolidate or abolish any job classification or department; and,
 - k) Discontinue, reorganize or combine departments or any branch or unit of operations, with any consequent reduction or other changes in the work force.
- 5.03 Management will not exercise its responsibilities in an arbitrary, discriminatory or bad faith manner.
- 5.04 In order to remain compliant with the **Canadian Support Services – Canadian Forces Station (CFS) Alert** Contract with the Department of National Defence, the parties acknowledge that all Nasittuq employees are subject to the Code of Service Discipline as required under Part III of the National Defence Act, R.S. 1985, c.N-5., and must comply with all orders and instructions of the Station Commanding Officer **as related to the Code of Service Discipline and the Station Standing Orders**. Failure to do so may result in removal of the Nasittuq employee from CFS Alert site which may result in termination of employment for just cause. Also, the Station Commanding Officer holds the right to arbitrarily make decisions on employee status for reasons of misconduct against Station Standing Orders and code of conduct. **The Company will provide a list of amendments to the SSO's to the Supervisors and the Union Representative and reference the location of the updated documents to make employees aware of the changes.**
- 5.05 Nothing in this Article shall preclude the Union's right to file a grievance pursuant to Article 16.

ARTICLE 6 REPRESENTATIVES

- 6.01 The Company acknowledges the right of the Union to appoint employees as Representatives.
- 6.02 The Union shall notify the Company promptly and in writing of the names of its Representatives. It is mutually understood that the Union may delegate this responsibility.
- 6.03 A Representative shall obtain the permission of their immediate supervisor before leaving their work to investigate with fellow employees' complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management.

Subject to operational requirements, such permission shall not be unreasonably withheld. Where practicable, the Representative shall report back to their supervisor before resuming **their** normal duties.

- 6.04 When an employee serves as a negotiation committee person while ‘in rotation’ or ‘out rotation’, **they** will not suffer loss of pay at **their** regular rate for all such hours while attending negotiation meetings.
- 6.05 During Collective Bargaining, the *Employer is responsible* for the cost of wages and production of the collective agreement. The Union agrees to share the cost of rooms equally with the employer.

ARTICLE 7 NO DISCRIMINATION, HARASSMENT OR VIOLENCE

- 7.01 The Employer and the Union recognizes and agrees that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of the representatives. It will be the right of employees to work in an environment free from harassment based on age, race, creed, national or ethnic origin, political or religious affiliation, sex, gender identity/expression, sexual orientation, marital status, same sex partnership status, physical disability, mental disability, conviction for which a pardon has been granted, **colour, age, marital/family status, genetic characteristics** or union membership, non-union membership or participation in the lawful activities for the union. The Company and the Union further agree that bullying shall be dealt with in a serious manner and treated with the same severity and level of concern as discrimination and harassment.
- 7.02 **Definition of Harassment and Violence:**
- The Canada Labour Code (the Code) defines harassments and violence as subsection 122(1) as “any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation or other physical or psychological injury or illness to an employee, including any prescribed action, conduct or comment.”**
- 7.03 **Harassment can include but is not limited to the following:**
- Spreading rumours or gossip about an individual or group;
 - Cyber bullying (threatening, spreading rumours or talking negatively about an individual online);

- Threats made over the phone, by email or through other medium to an employee, including from a partner or ex-partner or family member;
- Making offensive jokes or remarks or playing unwanted practical jokes;
- Socially excluding or isolating someone;
- Stalking or inappropriately following a person;
- Tampering with, vandalizing or hiding someone's work equipment or personal belongings;
- Impeding a person's work in any deliberate way;
- Persistently criticizing, undermining, belittling, demeaning or ridiculing a person;
- Intruding on a person's privacy;
- Public ridicule or discipline;
- Unwelcomed physical contact;
- Sexual innuendo or insinuation;
- Unwanted and inappropriate invitations or requests, including of a sexual nature;
- Displaying offensive posters, cartoons, images or other visuals;
- Making aggressive, threatening or rude gestures;
- Misusing authority, including:
 - Constantly changing work guidelines
 - Restricting information
 - Setting impossible deadlines that lead to failure, and/or
 - Blocking applications for leave, training or promoting in an arbitrary manner

7.04 Violence can include but is not limited to the following:

- verbal threats or intimidation;
- verbal abuse, including swearing or shouting offensively at a person;
- contact of a sexual nature;
- kicking, punching, scratching, biting, squeezing, pinching, battering, hitting or wounding a person in any way;
- spitting at a person;
- attack with any type of weapon.

7.05 The Employer and the Union will not condone harassment **or violence** in the workplace and will cooperate to maintain a harassment **and violence** free workplace. Where deemed appropriate by the Employer, training will be provided which is appropriate to the concerns to be addressed. This training is complementary to the pre-deployment training on this subject.

7.06 Complaint Resolution Process

If an employee believes that they have been harassed, the employee may:

- (a) Tell the person involved as soon as possible how **they feel** and request that they stop the conduct found offensive.
- (b) If the employee feels uncomfortable approaching the accused respondent, or if the behaviour continues, they may bring the incident forming the basis of the **occurrence** to the attention of the Employer by way of their immediate supervisor. If the Supervisor/Manager is the respondent or the employee is not satisfied with the Supervisor's response, the complaint should be forwarded with details to **Human Resources**.
- (c) **You have the right and are encouraged to notify Human Resources if you are experiencing or have experienced or witnessed harassment and/or violence in the workplace.**
- (d) **Human Resources will require the following information:**
 - **the name of the principal party and responding party**
 - **the date of the occurrence**
 - **a detailed description of the occurrence**
- (e) **As per the Nasittuq Workplace Harassment and Violence Prevention Policy, next steps include negotiated resolution, conciliation or investigation.**
- (f) **At any time during the process, an employee may be accompanied or represented by a union representative, a friend, a partner, a colleague or a person of their choosing.**
- (g) **Notices of occurrence will be acknowledged within 7 days of submission to HR. Progress to the process will be timely and effective. Any investigations will be initiated within 45 days of submission of the notice of occurrence.**
- (h) All matters will be dealt with the utmost confidentiality.
- (i) Nothing herein shall prevent an employee from seeking redress under the Canadian Human Rights Act with respect to complaints of discrimination or harassment.
- (j) The Supervisor or Manager will review the complaint with Nasittuq Human Resources and where warranted, an investigation will be conducted. Where appropriate the investigation will be a joint investigation including the Unifor Local 2002 Human Rights Coordinator. Any verbal complaint lodged with the Supervisor or Contract Program Manager should be confirmed in writing. The investigation procedure is outlined in the Employer policy on the subject.
- (k) Once an investigation has begun all individuals will be advised to refrain from discussing the complaint beyond with those involved as members of the investigation team (e.g. Human Resources or Manager and/or Unifor Local 2002 Human Rights Coordinator).

- 7.07 Use in this agreement of the masculine or feminine gender shall be construed as including both male and female employees.

ARTICLE 8 USE OF COMPANY FACILITIES

- 8.01 An accredited representative of the Union will be permitted access to the Company's premises in the Contract Program Management and Administration Office (CPMAO) to assist in the resolution of a complaint or grievance, and to attend meetings called by management. Such meetings shall not unduly interfere with the Company's operations. Permission to enter the premises shall, in each case, be obtained from the Company.
- 8.02 The Company will not unreasonably deny the Union permission to use the Company's premises **or the Company's Department of National Defence allocated spaces in CFS Alert** for conducting meetings of their members where refusal to grant permission would make it difficult for the Union to convene a meeting, however DND has the ultimate authority **for all use of DND property**. Such meetings shall not unduly interfere with the Company's operations and will occur after working hours of all staff participating only. The Union shall ensure the orderly and proper conduct of the members who attend such meetings and agrees to be responsible for leaving facilities in good order after use.
- 8.03 Notwithstanding any agreement that might be reached in consultation regarding the use of bulletin boards, the Company shall designate a bulletin board(s) in a suitable place(s) on the premises for the posting of Union material regarding meetings, elections, negotiations, Union policies and positions, and internal affairs of the Union. Posting of notices or other materials require the prior approval of the Company. Such approval shall not be unreasonably withheld.

ARTICLE 9 CHECK-OFF

- 9.01 Subject to the provisions of this Article, the Company will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit.

- 9.02 The Union shall inform the Company in advance in writing of the authorized monthly deduction to be checked off for each employee.
- 9.03 For the purpose of applying clause 9.01, deductions from pay for each employee will be made in respect of each calendar month in which the employee receives ten (10) days pay and to the extent that earnings are available.
- 9.04 No employee organization other than the Union shall be permitted to have membership dues and/or other monies deducted by the Company from the pay of employees in the bargaining unit.
- 9.05 The amounts deducted in accordance with clause 9.01 shall be remitted to the designated official of the Union within thirty (30) days after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on **their** behalf.

ARTICLE 10 SAFETY AND HEALTH

- 10.01 The Company shall make reasonable provisions for the occupational safety and health of employees. The Company will welcome suggestions on the subject from the Company Workplace Health and Safety Committee and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.
- 10.02 Both the Company and the Union jointly declare their intent to develop and maintain a safe workplace and agree that work practices shall be governed by the Canada Labour Code and Regulations made thereunder, as amended from time to time.
- 10.03 The Company will provide the use of Company-owned protective arctic clothing to ensure the personal safety of its employees. All arctic clothing **is supplied in a 'B25 Kit' and must be returned in full at the end of each rotation, to be stored in the CPMAO.**

The Company will dry clean Arctic Clothing twice (2) per year. Failure to return the arctic clothing **upon termination of employment** will result in recovery payroll deductions.

- 10.04 Permanent employees will receive a Personal Protective Equipment Allowance up to a maximum of \$400 per calendar year for the purchase of Speciality Personal Protective Equipment including safety footwear. Direction for required appropriate Personal Protective Equipment for each position will be provided by the Company, based on position. Non-permanent employees will receive the Allowance as determined appropriate by the Company. The employee may purchase the Personal Protective Equipment and will be reimbursed up to the appropriate amount upon submitting the appropriate receipts.
- 10.05 The Workplace Health and Safety Committee shall discuss additions to the list below of PPE to be available at site.

Gloves
3 M Split Leather Work Gloves with Thinsulate Lining (or similar)
Cold Weather Work Glove (Bob Dale or similar)
Mechanix (Original)
Mechanix – Winter Impact Pro
Mechanix – Hi Viz
General Purpose gloves, unlined
Fitted Leather Palm Gloves
Gloves Anti-Vibration RD BLK 2XL
Mechanics Pad Palm and Rub Tip
Goggles
Highlander Grey Tinted w/Gasket and headband, or similar
Safety Goggles
Splash Goggles
Honeywell UVEX with Vermillion (Rose) Tinted Lenses (or similar)
Safety Glasses – Clear Indoor
Overboots
Ice Pick Overboots – NEOS unlined
ICERS Antiskid Detachable Safety Soles
Replacement Studs for ICERS Antiskid Soles (Part EL916)
Coveralls
Coveralls FR rated unlined
Coveralls Hi Viz unlined
Coveralls General Purpose unlined
Coveralls ARC Flash Level 2

Uniforms
Janitor Tops
Janitor Bottoms
Chef Jacket (red/black)
Chef Apron
Half Waist Apron
Chef Pants
Safety Vests
Safety Vest Yellow Class 2 Level 2
Safety Vest Yellow/Orange Class 2 Level 2
Safety Vest Orange Class 2 Level 2
Ear Defenders
Condor Cap Mount Earmuffs
Miscellaneous
Keyed Locks w/2 keys each
Bump Cap (NONBC86BLSK)
Chin Straps, Helmet

10.06 Employees must wear PPE correctly which includes ensuring proper fitting and meeting the PPE requirements Identified to your work function.

ARTICLE 11 INFORMATION

11.01 The Company will provide the Union with the following information on a quarterly basis pertaining to all employees in the bargaining unit:

- a) Employee's name
- b) Employee's contact information (email address / phone #)
- c) Position;
- d) Classification (group and level);
- e) Location;
- f) Status in position;
- g) Effective date;
- h) Current salary.

- 11.02 The list in Article 11.01 may be amended upon agreement of the Company and the Union.

ARTICLE 12 LEAVE WITHOUT PAY FOR UNION BUSINESS

- 12.01 Due to the nature of the operations, the Company and Union agree that matters that fall under the scope of this article will be handled during affected employees' scheduled out rotation:

- a) Canada Industrial Relations Board
- b) Witnesses
- c) Arbitration
- d) Union, conventions and executive committee meetings
- e) Representatives' training courses

12.02 Election or Appointment to Full-Time Union Office

- a) With at least 6 months' notice, **whenever possible**, a leave of absence without pay shall also be granted to an employee(s) as are elected or appointed to fulltime positions in the employ of the Union; leave under this Article must be expressly approved for renewable terms of three (3) years by Nasittuq but such approval and renewal shall not be unreasonably withheld. The name of an employee shall be continued on the seniority list while **they are** on such leave.
- b) The period of leave granted shall be counted as continuous service for the purpose of calculating severance pay, vacation leave and pay increments.
- c) Upon termination of **their** position with the Union, the employee shall be entitled to resume employment with the Company at a salary **they were** paid at the time of leaving, plus any increases granted in the interim, unless the position is no longer available in which case they shall be subject to layoff.

12.03 Reimbursement by the Union

An employee granted leave under clause 12.02 shall continue to receive **their** regular salary for the period of leave granted, subject to the Union reimbursing the Company for all associated costs.

ARTICLE 13 MAINTENANCE OF ACTIVITIES

- 13.01 The Parties agree the supply of all services, the operation of all facilities and production of all goods used in providing the Company's services, at all times of the year, and are designated necessary to prevent an immediate and serious danger to the safety and health of the public.
- 13.02 The Company, the Union and the employees must continue the supply, operation and production (if any) described in paragraph 13.01 above, and there shall be no strike or lockout by the Union or the Company respectively with respect to any member of the bargaining unit represented by the Union, for this or any future period of time, unless and until the parties agree in writing to reinstatement of the rights referenced above in this paragraph, or until order of the Board altering or amending the order created by this agreement.

Dispute Resolution

- 13.03 The Parties agree the level of services whose maintenance is required pursuant to Section 87.4 of the Code is such as to render ineffective the exercise of the right to strike or lockout by the parties. **This includes no work stoppage, work to rule, slow down, sit down, refusal to handle material or picketing which would stop or interfere with operations, and that if any such action would be taken, the Union shall instruct its members to carry out the provisions of this agreement by returning to work and performing their duties.**
- 13.04 **The Company agrees, given the above article, that it shall not cause or direct any lock out of employees.**
- 13.05 With respect bargaining any collective agreement the Parties shall:
- a) Bargain in good faith in accordance with the provisions of the Code and make every reasonable effort to enter into a collective agreement;
 - b) In the event either party determines that an impasse in collective bargaining has been reached either party shall have the right:
 - i) To request in writing a conciliation officer from the Federal Mediation and Conciliation Service be appointed to assist the parties to reach a collective agreement as required by Section 73(2) (a) of the Code. The Conciliator shall have 60 days from the date of the above request, or such shorter time period as the Conciliator determines, to assist the parties. The parties may agree to extend the period of assistance;

- ii) After the earlier of 60 days or the Conciliator notifying the parties that no further assistance will be given, as referenced above, either party may refer all outstanding matters in the Collective Agreement to interest arbitration;
- iii) To refer the outstanding matters to interest arbitration, the party doing so shall inform the other in writing setting out the items in dispute, and the parties shall have 21 days thereafter to agree to a sole interest arbitrator, and if appointed **they** will have powers to settle a collective agreement for them on the outstanding matters and with the powers of an arbitrator under Section 60 of the Code. Where the parties are unable to agree, the Minister of Labour shall appoint an arbitrator to settle the outstanding terms and conditions of the collective agreement between the parties, also with the powers of an arbitrator under Section 60 of the Code. The parties may agree to have the arbitrator sit as a mediator/arbitrator.
- iv) In rendering **their** decision, the Arbitrator shall take account of the fact that the contract that the Company has with the Crown, the “Ellesmere Island Commercial Support Contract,” is a fixed price contract renewable on a competitive tender basis.

ARTICLE 14 TRAINING

Determining Requirements

- 14.01 The Company shall determine training requirements and arrange for training to be given, and shall provide employees with adequate training and instruction on equipment and procedures prior to their introduction, and refresher training where appropriate.
- 14.02 Employer will provide the Health and Safety Committee and the Union Management Committee (“the Committees”) an updated training Matrix for all current employees who have been provided training by the Employer. The parties will add training as a standing agenda item for each of the Committees with the objective of reaching agreement on specific training to be provided. The Employer reserves the right to require a certain training to ensure that the employees have the training necessary to carry out their duties in safe manner.
- 14.03 When training is scheduled during an employee’s out-rotation, the Company will make every reasonable effort to schedule the training either

before the start of the in-rotation, or at the start of the out-rotation. **The Company will make all reasonable efforts to provide the employee with as much advance notice as possible.**

- 14.04 In a situation that there would be more employees **required and/or volunteer to attend the training than the class size allows, the selection of employees will be based on operational requirements, Nunavut land claim beneficiary status**, then seniority subject to rotational schedule availability.
- 14.05 If an employee requests training/professional development, the training/professional development must be pre-approved in order to be eligible for reimbursement as per the Training/Professional Development policy.

ARTICLE 15 JOINT CONSULTATION & JOINT COMMITTEE MEETINGS

Joint Consultation

- 15.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.
- 15.02 Within five (5) days of notification of consultation served by either party, the Union shall notify the Company in writing of the representative authorized to act on behalf of the Union for consultation purposes.
- 15.03 Without prejudice to the position the Company or the Union may wish to talk in future about the desirability of having the subjects dealt with by provisions of Collective Agreements, the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties.
- 15.04 It is recognized that a subject suggested for discussion may not be within the authority or jurisdiction of either management or Union Representatives. In these circumstances, consultation may take place for the purpose of providing information, discussing the application of policies, or airing problems to promote understanding; but it is expressly understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to, or modify the terms of this agreement.

- 15.05 All meetings shall be held at a location and at a time determined by mutual agreement. All meetings will be held during participating employee's scheduled out rotation.
- 15.06 A designated representative of Union committees and management shall exchange written agendas for a meeting as early as possible prior to the effective date of the meeting.

Joint Committee Meetings

- 15.07 The Company and the Union agree to establish a standing Union Management Committee which will convene as required.
- 15.08 The Committee will consider matters relating to technological change, employee relations, health and safety and Collective Agreement issues and clarifications.
- 15.09 The Company and Union will be responsible for their own costs to attend these meetings.
- 15.10 The meetings will occur during the attending bargaining members' out-rotation, or via conference call, as deemed appropriate.
- 15.11 Minutes from Joint Committee Meetings will be agreed to and signed within 30 days of the meeting.**

ARTICLE 16 GRIEVANCE AND ARBITRATION PROCEDURE

Complaint and Grievance

- 16.01 For the purposes of this Agreement, a grievance or complaint is defined as a difference arising either between an Employee and the Company, or between the Company and the Union, relating to the interpretation, application, administration, or alleged violation of this Agreement, and shall include complaints arising under the Canadian Human Rights Act and the Canada Labour Code, as amended from time to time.
- 16.02 In order to resolve complaints and/or differences as quickly as possible, the Employee and/or a Union representative shall meet with their **supervisor** prior to submitting a grievance in order to attempt to resolve the matter through discussion within 48 business hours. Where possible,

such discussion shall be in person but may, when required to avoid work schedule disruption or travel cost, be held by conference call.

- 16.03 Where the matter remains unresolved, the grievor (or the Union in the case of a policy grievance) may file a grievance, in writing, with the **Contract Site Manager** within twenty-five (25) calendar days of becoming aware of the action or circumstances giving rise to the grievance.
- 16.04 Where more than four (4) employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing, identifying each Employee who is grieving and setting out the information required by Article 16.05.
- 16.05 A grievance shall identify the problem; the remedy sought; specify the provisions of the Agreement or statute alleged to have been violated and be signed by the grievor(s) or Company in the case of an Employer grievance.
- 16.06 Within fifteen (15) calendar days of receiving a grievance, the **Contract Site Manager** shall hold a grievance hearing. **This timeline may be extended upon mutual agreement** Where possible, the hearing shall be in person but may, when required to avoid work schedule disruption or travel cost, be held by conference call. The grievor shall have the right to Union representation at the grievance hearing. Before the grievance hearing there shall be a meeting between the Contract Site Manager and the Grievor. The Grievor shall have the right to Union representation at this meeting.
- 16.07 The **Contract Site Manager** shall deliver a decision in writing with respect to a grievance within fifteen (15) calendar days following the day of the grievance hearing. **This timeline may be extended upon mutual agreement.**
- 16.08 If the Union does not accept the decision of the Contract Site Manager, the Union may, within fifteen (15) calendar days of the date of the decision of the Contract Site Manager, refer the grievance to the **Contract Program Manager or Operations Manager** as the primary **Human Resources Representative**, as alternate who shall render a decision in writing within fifteen (15) calendar days of receipt grievance referral from the Union. There shall be a joint grievance hearing with the **Contract Program Manager or Operations Manager** as the primary or **Human Resources Representative** as the alternate and the Grievor. **This timeline may be extended upon mutual agreement.**

- 16.09 Where the grievance is an Employer grievance, it shall be filed with the Union within fifteen (15) calendar days following the circumstances giving rise to the grievance. Within fifteen (15) calendar days of receiving a grievance, the Union shall hold a grievance hearing. Where possible, the hearing shall be in person but may, when required to avoid work schedule disruption or travel cost, be held by conference call. The Union shall notify the **Contract Program Manager, Operations Manager, or Manager of Human Resources** of its decision, in writing within fifteen (15) calendar days following the day of the grievance hearing. **This timeline may be extended upon mutual agreement.**
- 16.10 A grievance may be withdrawn at any time upon written notification to the other party.

Arbitration

- 16.11 Failing settlement under the grievance procedure a grievance filed in satisfaction of Article 16.05 may be submitted to arbitration to be heard by single arbitrator without nominees.
- 16.12 A written notice of intent to refer to arbitration must be received within twenty- five (25) calendar days of the party's decision, or within twenty-five (25) calendar days of the last day on which the decision should have been issued.
- 16.13 Upon receipt of notice that the matter is to proceed to arbitration, the parties shall endeavour to mutually agree on the selection of a sole arbitrator. If the parties are unable to reach agreement, then the referring party may apply to the Minister of Labour to appoint a sole arbitrator.
- 16.14 Each of the parties to the arbitration will bear the fees and expenses of the arbitrator equally.
- 16.15 Where appropriate the parties may, by mutual consent, agree to expedite the arbitration process. Expedited arbitration shall proceed by agreed statement of facts and shall require the arbitrator to deliver a decision orally at the conclusion of the hearing.
- 16.16 The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall have no jurisdiction to alter or amend the collective agreement.
- 16.17 Time limits set out in this article may be extended by mutual consent in writing. Any grievance not advanced in accordance with the time limits shall be deemed to be abandoned.

16.18 Expedited Arbitration Process

a. OVERVIEW

The parties recognize that the constructive resolution of differences related to the interpretation, application, administration or alleged contravention of the Collective Agreement is to their advantage and to the benefit of the bargaining unit. The mediation/arbitration procedure is intended to afford both parties the opportunity to represent their interests and obtain prompt and practical results. Both parties agree that effective dispute resolution has the potential to not only strengthen the relationship between the Company and the Union, but also to contribute to employee satisfaction, productivity and safety in the workplace.

b. MEDIATION – ARBITRATION PROCESS

Subject to a party's election under Article 16 grievances not resolved at Stage 2 of the grievance procedure will be resolved in the following Mediation – Arbitration process:

MEDIATION

- i) The mediation process is confidential and without prejudice. Confidentiality relates to any submissions, offers and settlement discussions between the parties and their representatives in the mediation process. The mediator may not discuss outside the mediation process any information disclosed in the course of the mediation.
- ii) The mediation sessions are settlement negotiations and are inadmissible in any litigation. Neither party will require the mediator to testify or produce records or notes in any further proceedings. No transcript will be kept of the mediation.
- iii) Statements made and documents produced in the mediation session, and not otherwise discoverable, are not subject to disclosure through discovery or any other process and are not admissible into evidence for any purpose, including impeaching credibility.
- iv) The mediator may determine the process to be followed. The mediator may meet with the parties individually or collectively. They may ask for additional information or documents. They may disclose any information provided by either party to the other party unless specifically requested not to do so by the party making the disclosure.

- v) Neither party will introduce as evidence in subsequent proceedings any views expressed or suggestions made by the other party with respect to any settlement, nor any submissions or admissions made by the other party in the course of the mediation or the fact that a party had indicated a willingness to accept a proposal or recommendation for settlement made by the mediator.
- vi) The mediation process is a voluntary process. It continues to be voluntary throughout. It may be terminated at any time by either party.
- vii) The mediator shall prepare, or facilitate the preparation of, a written memorandum outlining any settlement reached by the parties and the memorandum will be signed by the parties (unless it is agreed that the terms of settlement may be recorded in a letter from the mediator and confirmed by the parties). Any Settlements or Minutes of Settlement shall be with prejudice unless specifically agreed by the parties to be without prejudice.
- viii) The mediator is an independent, impartial professional, and is not an agent or employee of either party. The mediator has no investment in any particular result of the mediation and is not paid based on any mediated settlement. The fees of the mediator will be shared equally by the parties, unless otherwise agreed.

c. ARBITRATION

- i) In the event that the mediation is not successful, the parties, by mutual agreement, may proceed immediately in accordance with the following process. The Mediator in section “iv” above will be the Arbitrator. The parties and the Arbitrator shall agree upon the extent to which the evidence put forward during the mediation process should be considered evidence for purposes of the arbitration and such additional evidence (if any) is to be presented for purposes of the arbitration.
- ii) The Arbitrator shall apply the principles of natural justice and shall not be bound by the strict rules of evidence but may receive any evidence submitted to them by the parties that the Arbitrator believes to be relevant to the matters in controversy or that will enable the Arbitrator to arrive at fair and proper decision. The Arbitrator shall have full power and authority to rule on any questions of law applying to the admission of evidence or determination of the issues. The Arbitrator shall have all the powers and authority as an arbitrator provided

under the Canada Labour Code and the current collective agreement between the parties.

- iii) All presentations are to be short and concise. They will include a comprehensive opening statement.
- iv) The Arbitrator shall within ten (10) days a after the close of the hearing deliver their decision, subject to any reasonable delay due to unforeseen circumstances. The decision shall be in writing and shall set forth the facts as found by the Arbitrator, apply the law and state the determination of the issues in dispute.
- v) The decision shall be final and binding on the parties. The decision shall be enforceable in any court of competent jurisdiction and in the same manner as any other judgment of the said court.
- vi) The fees and expenses of the Arbitrator shall be borne equally by the parties unless otherwise agreed.

d. **LIST OF ARBITRATORS**

The parties will agree to a list of arbitrators found at Appendix “E” to whom grievances may be referred for the arbitration or mediation/ arbitration process. This list shall be reviewed annually and may be amended by mutual agreement. Each party will alternate in selecting an arbitrator to sit as a sole arbitrator or as a chair of the arbitration board from the appropriate list. In the event that the arbitrator selected by a party is unable to hear the grievance within ninety (90) days of the referral to arbitration, the party having made the selection may choose another arbitrator from the list. The initial list of arbitrators, as agreed to by the parties.

**ARTICLE 17
DISCIPLINE**

17.01 **Discipline and Discharge**

Discipline and discharge may be imposed where just cause exists. Generally, discipline is intended to correct undesirable behaviour or conduct and, where appropriate, shall be progressive in nature. It is understood that progressive discipline will start with a non-disciplinary letter of expectation. **Letters of expectation will be removed from file after 6 months of no further discipline.**

17.02 **Notification of Disciplinary Action**

The employee and the Union Representative shall be notified in writing of any disciplinary action, except an oral warning, taken against the employee by the Company.

17.03 **Copy of Disciplinary Notice**

Where any disciplinary notice is placed on an employee's personnel file, a copy of such letter or note must be presented to the employee and to the Union Representative. If not onsite sent by **email to personal email address of the employee and/or** mail to their last known address.

17.04 **Interview and Representation**

a) **Discipline or Termination**

Prior to any interview which might be the basis of disciplinary action, the employee will be informed of the date, time, location and purpose of the interview and their entitlement to **have a Union representative in attendance**. The unavailability of **the Union representative** will not delay the meeting for more than forty-eight (48) hours from the time set for the meeting in the original notice to the employee. At the interview, the employee and the Union representative may make representations and ask questions concerning the events and circumstances. Requests for an earlier meeting date will be subject to mutual agreement. Such meetings and Union representation may be held by teleconference. In cases of termination, employees will be provided a Union Steward and notification, where possible will be prior to leaving Alert.

b) **In cases of termination, employees will be provided a Union Steward and notification, where possible, will be prior to leaving CFS Alert. For safety and security reasons, terminations may occur after an employee has left site. The union may join via phone or video. The process will commence as soon as possible after leaving site.**

c) **If the member declines Union representation, the Company will ensure that the member signs a document indicating that they were aware of their right to representation and that they declined the representation. This document will be forwarded to the Union.**

d) **Non-Disciplinary Demotion or Termination**

When an employee is required to attend a meeting, the purpose of which is to demote or terminate **them** for non-disciplinary reasons, **they** are entitled to have, at **their** request, a representative of the Union attend the meeting. The unavailability of the Union representative of

choice will not delay the meeting for more than forty-eight (48) hours from the time of notification to the employee. Such meetings and Union representation may be held by teleconference.

17.05 **Conflict of Interest**

Employees must abide by the Company Conflict of Interest policy. It is agreed that where there is the possibility of a conflict of interest, the **employees** shall be afforded the opportunity to have **their** Union Representative meet with the Company to discuss the possible conflict of interest before a decision is given by the Company on the matter.

**ARTICLE 18
EMPLOYEE FILES**

18.01 **Access to Employee Files**

Upon written request of an employee, the personnel file of that employee may be made available at least once per year for their examination in the presence of an authorized representative of the Company in the Contract Program Management and Administration Office (CPMAO) during office hours during the employee's transition to/from the work site. **All employee files are in digital format. Copies of files will be photocopied and mailed or emailed upon request.**

**ARTICLE 19
HOURS OF WORK AND OVERTIME**

Hours of Work

19.01 Where hours of work are scheduled for employees on a regular basis, they shall be scheduled so that employees:

a) Work forty (40) hours or forty-eight (48) hours per week, as per the collective agreement.

19.02 The Company reserves the right to modify work hours throughout the week to meet operational requirements.

Overtime

19.03 **“Overtime” means any authorized hours worked in excess of Scheduled Hours (40 or 48 per week); or in excess of eight (8) hours per day for the hours worked during the weeks of travel.**

19.04 Hourly employees will be paid for each hour worked up to forty (40) hours per week at the Hourly Rate. Any hours worked in excess of forty (40) **or in excess of 8 hours per day per week for the hours worked during the weeks of travel** will be paid at 1.5x their Hourly Rate.

19.05 Calculating Annual Hours Paid **for Permanent Employees**

The Annual Hours Paid are calculated using the following formula (values provided in the table below).

Formula	Example: 8x8 – 48 hr/wk
Scheduled Regular Hours	1040
+ <u>Scheduled Overtime Hours</u>	+ <u>312</u>
= Annual Hours Paid	1352

	Scheduled		
Standard Rotation	Regular Hours	Overtime Hours	Annual Hours Paid
8x8 – 40 hr/wk	1040		1040
8x8 – 48 hr/wk	1040	208x1.5 = 312	1352
8x4 – 40 hr/wk	1387		1387
8x4 – 48 hr/wk	1387	277x1.5 = 415.5	1802.5
6x6 – 40 hr/wk	1040		1040
6x6 – 48 hr/wk	1040	208x1.5 = 312	1352

- i. Standard Rotation is the employee’s rotation and weekly hours.
- ii. Scheduled Regular Hours is the forty (40) hours per week scheduled during the weeks of an employee’s In Rotation.
- iii. Scheduled Overtime Hours is the eight (8) hours per week of overtime scheduled during the weeks of an employee’s In Rotation (for 48 hour per week schedule).

Assignment of Overtime Work

19.06 Subject to operational requirements of the service, Nasittuq shall make every reasonable effort to allocate overtime work on an equitable basis among readily available qualified employees. **The Company will maintain**

an overtime list highlighting total overtime hours worked. Assignment of overtime will be based on the required position with the least amount of overtime hours worked. Should no one from within the position be available or willing to work the overtime, it can then be offered outside of the position if they possess the required qualification. In the event of a tie in the least amount of overtime hours worked, based on the list, seniority shall prevail.

Rest Periods

19.07 Nasittuq will provide two (2) fifteen (15) minute relief breaks and one (1) hour unpaid meal break at times that are subject to operational requirements.

Rotations

19.08 The standard rotation is:
8 x 8 – where 8 weeks is spent on site and 8 weeks is off site; travel occurs during the period off site

Other rotations that may be offered when possible and based on operational requirements are:

8 x 4 – where 8 weeks is spent on site and 4 weeks is off site; travel occurs during the period off site

4 x 8– where 4 weeks is spent on site and 8 weeks is off site; travel occurs during the period off site

6 x 6 – where 6 weeks is spent on site and 6 weeks is off site; travel occurs during the period off site

Alternate rotations may be considered upon request and at the approval of Nasittuq in conjunction with **the Union**.

ARTICLE 20 GENERAL HOLIDAYS

20.01 Employees shall receive the following paid general holidays:

- a) New Year's Day
- b) Good Friday
- c) Easter Monday
- d) Victoria Day
- e) Canada Day
- f) Civic Holiday
- g) Labour Day

- h) The National Day for Truth and Reconciliation
- i) Thanksgiving Day
- j) Remembrance Day
- k) Christmas Day
- l) Boxing Day

20.02 For the purposes of this Article, the “General Holiday” shall be identified as the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this agreement.

20.03 Due to the continuous nature of the operation, Statutory Holidays may be a normal day of work for employees. If the employee is required to work on a Statutory Holiday:

- i. When an alternate substitute day off work is provided, the Company will pay the employee their regular wages for hours worked that day;
OR
- ii. When an alternate substitute day off work is not provided, the Company will pay the employee their regular wages for the Statutory Holiday plus overtime pay for the hours worked on the Statutory Holiday.

20.04 Hourly-paid employee working on statutory holiday shall be compensated, in addition to their normal rate of pay, time and one half (1.5) for all hours worked.

ARTICLE 21 VACATION PAY

21.01 **Permanent employees will receive vacation pay in lieu of time off of 6% of gross earnings on each pay. Vacation pay in lieu of time off will increase to 8% upon the start of an employee’s 5th year of employment.**

21.02 **Term employees will receive vacation pay in lieu of time-off of 6% of gross earnings on each pay.**

ARTICLE 22 SICK AND PERSONAL LEAVE

22.01 Medical Leave With Pay

Employees with at least 30 consecutive days of continuous employment are eligible for up to 10 days of paid medical leave per calendar year for:

- Illness or injury
 - Organ or tissue donation
 - Attending medical appointments, or
 - Quarantine
- a) Employees are entitled to take medical leave with pay for days you are scheduled to work or expect you to be available for work. Employees cannot take medical leave with pay on a day you are not scheduled or expect to be available for work.
 - b) Employees may take medical leave with pay in 1 or more periods but must be in increments of a ½ day or more in duration.
 - c) Employees will earn 3 days of medical leave with pay after working 1 month (30 days) of continuous employment. After receiving the first 3 paid leave days, employees will earn 1 further day at the start of each month after completing 1 month of continuous service, up to a maximum of 10 paid days per year.
 - d) Any days of medical leave with pay that employees do not take in a year will be credited to them at the beginning of the new year, up to a maximum of 10 days. For example, if an eligible employee had 7 days of unused leave as at December 31, 2023, the 7 days will be credited to January 2024. Each consecutive month will be credited another day in their sick leave bank until the 10 days maximum is reached.
 - e) If a medical leave of absence (paid or unpaid) is 5 days or longer, employees must provide a certificate from a health care practitioner within 15 days of returning to work. The certificate must certify that you were unable to work for the time you were absent from work and confirm the start date and length of the leave.

22.02 Personal Leave with Pay

- a) Employees with at least 3 consecutive months of continuous employment are eligible for 3 paid personal leave days and 2 unpaid personal leave days per calendar year to:
 - take care of health obligations for any member of your family or care for them
 - take care of obligations related to the education of any family member under age 18

- manage any urgent situation that concerns you or a family member
 - attend your citizenship ceremony under the Citizenship Act, or
 - manage any other situation prescribed by regulation
- b) If the salary varies from one day to another, or you receive pay on a basis other than an hourly rate, you must receive the average of your daily earnings, exclusive of overtime hours, for the 20 days you have worked immediately before the first day of leave.
- c) Personal Leave does not carry over to the next year.
- d) Ongoing employees will see a bank of 3 days of paid personal leave replenished in their banks every January.
- e) This leave is to be used for missing work due to power failures and other matters occurring in the employee's home.

Other leaves with and without pay are as per the Company Policy and as mandated by legislation such as Compassionate Care Leave; Leave Related to Critical Illness; Leave Related to Death or Disappearance of a Child; Leave for Victims of Family Violence And Leave for Traditional Aboriginal Practices.

22.03 In a situation where the Unable to Deploy Policy applies, and the employee has exhausted their personal leave with pay (sick leave, bereavement leave, etc.) and the employee is medically cleared to return (illness) and/or confirms availability, the company will strive to secure the next available flight. If however, there is a gap between when the applicable leave policy entitlements are exhausted and the secured flight date the Company will match the employee's Off Site pay amount for up to eight (8) additional days.

ARTICLE 23 OTHER LEAVE WITH OR WITHOUT PAY

23.01 Bereavement Leave

In the case of death in the immediate family, an employee shall be given time off with pay for up to a maximum of five (5) working days, excluding travel days between the point of assembly and Alert site. This leave is to allow the employee the ability to attend the funeral and/or to the details of death.

Immediate family is normally interpreted to include employee's spouse or common law partner; the employee's father and mother and the **spouse**

or common-law partner of the father or mother; the employee's children and the **children of the employee's spouse or common-law partner; the employee's grandchildren;** the employee's brothers and sisters; the grandfather and grandmother of the employee; the father and mother of the spouse or common-law partner of the employee and **the spouse or common-law partner of the father or mother;** and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

23.02 **Jury and Court Duty**

As per current Nasittuq Policy, as amended from time to time.

23.03 **Maternity Leave**

As per current Nasittuq Policy, as amended from time to time.

23.04 **Parental Leave**

As per current Nasittuq Policy, as amended from time to time.

23.05 **Other leaves as mandated by legislation such as Compassionate Care Leave; Leave Related to Critical Illness; Leave Related to the Death or Disappearance Of A Child; Leave For Victims of Family Violence and Leave for Traditional Aboriginal Practices – As per current Nasittuq Policy, as amended from time to time.**

23.06 **Paid Education Leave**

The Employer agrees to pay into a special fund an amount of **\$2,000** per year to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from the date of ratification.

Payments will be sent by the Employer to the following address:

UNIFOR Paid Education Leave Program
115 Gordon Baker Road
Toronto ON M2H 0A8

The Employer shall approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

ARTICLE 24 SENIORITY

24.01 Seniority

Company seniority is defined as follows:

- a) Seniority is the continuous service of an employee with the Company from **their** last date of hire without a break in service.
- b) In the event of identical seniority dates, the order of seniority shall be determined by a random draw, the mechanics of which shall be determined by the parties at the time the situation arises.
- c) When two or more employees in the bargaining unit commence employment on the same day, seniority shall be established by placing the names of the concerned employees on paper in a container and then selected at random in the presence of the Company and Union Representative.
- d) It is understood that if a tie-breaking procedure is used, it will not have the effect of extending seniority of those employees

24.02 Seniority Lists

The seniority list shall identify the name and date of seniority of each employee. The list shall be revised on March 31st of each year by the Company and posted on bulletin boards in the work areas. A copy of the seniority list will be forwarded to the President of the Local Union one week prior to posting. Upon reasonable written request, the Company shall provide the Local Union with a revised seniority list.

An employee who feels that **they are** improperly placed on the seniority list may file a grievance in accordance with the grievance procedure of the collective agreement.

24.03 Accumulation of Seniority

An employee shall continue to accumulate seniority during:

- a) Absence due to industrial or non-industrial accident or illness;
- b) Paid leaves of absence provided for under the present Collective Agreement;
- c) Leave of absence for Union business;
- d) Maternity and parental leave;
- e) Unpaid authorized leave of absence;
- f) **Temporary assignments to the NWS.**

In the case of paragraph **(e,f)**, seniority shall only continue to accumulate for a maximum period of 12 consecutive months.

24.04 Loss of Seniority

Seniority shall be lost, and employment shall cease if the employee:

- a) Is dismissed for just cause and is not reinstated by agreement of the parties or by virtue of an award by an arbitrator named under the Grievance and Arbitration procedure;
- b) Retires;
- c) Voluntarily resigns from the Company;
- d) Is laid off for a period of twenty-four (24) months for Full Time employees;
- e) Without notice, fails, without valid reason, to return to work from an authorized leave of absence;
- f) Is subject to lay-off and accepts in writing any severance which may have been offered to the employee.

**ARTICLE 25
PROBATION PERIOD**

25.01 The first 90 working days of active employment shall be the probationary period. Active employment shall include work, work-related travel and training but shall exclude all types of leave, time lost due to illness or disciplinary action. A working day is any day an employee is paid for work. The employer based on circumstance has the discretion to apply probation period through the first 90 days of permanent employment. The Company shall notify the Union in advance of their intention to utilize their discretion.

25.02 During the employee's probationary period, the Company shall have the absolute discretion to release such employee without the employee having recourse to the grievance and arbitration provisions of this agreement. The Company's discretion must be exercised in good faith and without discrimination. Notwithstanding the above, probationary employees' rights under the present Article shall be subject to the grievance and arbitration procedure.

25.03 During the period of probation, the employee will be provided with guidance from the Company to ensure that the employee understands their job duties and performance requirements.

- 25.04 An employee shall not acquire seniority until such time as they have successfully completed the probationary period provided for in the present Collective Agreement.
- 25.05 Once the probationary period is successfully completed, the employee's seniority shall be retroactive to the date the employee was hired.

ARTICLE 26

APPRENTICESHIP & DEVELOPMENT POSITIONS

- 26.01 The intent and purpose of the Apprenticeship Program is to mentor and train Nunavut Land Claim Beneficiaries throughout the apprenticeship period to provide the Company with licensed tradespersons who will be qualified for entry level in their respective classifications. The Apprenticeship, Trades and Occupations Certification Act and pursuant regulations shall apply to all apprentices. A copy of the applicable regulations shall be supplied to each apprentice upon appointment.
- 26.02 The length of the apprenticeship shall be determined by the Nunavut Apprenticeship, Trade and Occupations Certifications Board, or the applicable board in another jurisdiction and will vary depending on the trade.
- 26.03 Apprentice rates will be based on a percentage of the journeyman rate:
- Four (4) level apprenticeship program:
- | | |
|----------|-----|
| Level 1: | 60% |
| Level 2: | 70% |
| Level 3: | 80% |
| Level 4: | 90% |
- Three (3) level apprenticeship program:
- | | |
|----------|-----|
| Level 1: | 70% |
| Level 2: | 80% |
| Level 3: | 90% |
- 26.04 Apprentices will remain at the 90% until they **obtain Journeyperson certification. Apprentices who obtain Journeyperson certification will be brought into the position at 100% of the Journeyperson rate.**
- 26.05 Pay levels will not be automatic but shall be based upon levels of certification issued by the Apprenticeship Board and shall be effective from the date of certification.

- 26.06 Journeyperson Trades will be expected to train the apprentices in the normal tradition of these trades.
- 26.07 An apprentice attending classes shall receive their regular base pay.
- 26.08 The Company will be responsible for reasonable costs for training. However, in order to minimize this cost, the apprentice will be expected to apply for and accept any Company authorized Government funded sponsorship of the apprenticeship.
- 26.09 Where an apprentice fails after two (2) attempts to successfully complete a trade training course, a recommendation will be made to the Supervisor of Apprenticeship, Trades and Occupations Certification to cancel their contract and the apprentice may be terminated.
- 26.10 Apprentices are expected to attend classes. Absenteeism without a reasonable explanation will not be tolerated and may result in deduction of pay for the days absent and appropriate progressive discipline.
- 26.11 All required tools and equipment for apprentices will be provided.

Non-Apprenticeship Development Program

- 26.12 The intent of the Development Program is to mentor and train Nunavut Land Claim Beneficiaries in order to provide the Company with employees who will be qualified for positions in their respective classifications and be available to fill vacancies as they occur.
- 26.13 Employees in Non-Apprenticeship Development positions are expected to fully take part in operational activities in line with their training and with appropriate direction and supervision.
- 26.14 These employees will be expected to apply themselves to obtain all the qualifications required in the position. Failure to obtain the required qualifications in a reasonable timeframe as identified in the Employee Development Plan will be sufficient grounds for dismissal.
- 26.15 Development rates will be based on a percentage of the fully qualified rate:

Level 1:	70%
Level 2:	80%
Level 3:	90%
- 26.16 To determine the appropriate level for Development positions, the Company will review items such as:

- a) Existing skills and qualifications; and
- b) Related job experience

26.17 In order to be fully qualified, the Development employee must attain the minimum qualifications as set out in the Statement of Work **or job description**.

26.18 The Employer and the Union agree that mentorship and aid to all development and apprenticeship roles is an integral part of every employee's job description.

General Trades Intern

26.20 Upon initial hire Nasittuq may place Inuit employees into the role of "General Trades Intern" which will mirror the pay rate of a "Janitor/Labourer" role. The General Trades Intern role is intended to provide exposure to new candidates the various trades and working environments of CFS Alert.

ARTICLE 27 PAY ADMINISTRATION

27.01 Employees will be paid by direct deposit on a bi-weekly basis at the rate of pay to which they are entitled, as prescribed in Appendix "A".

27.02 Where a pay increment and a pay revision are effective on the same date, the pay increment will be applied first and the resulting rate will be revised in accordance with the pay revision.

27.03 When an employee is assigned by the Company to assume a position and performs the duties of a higher classification level for at least four (4) consecutive working days, the employee will be paid at the higher rate for the duration of the assignment.

27.04 When an employee is assigned by the Company to assist in performing some of the duties of a position and performs some of the duties of a higher classification level:

- a) If the period of assignment is seven (7) consecutive working days or less, there will be no additional compensation.
- b) If the period of assignment is greater than seven (7) consecutive working days, the employee will be placed on special assignment and will be compensated with a salary increase up to 5% of base salary, not

to exceed the minimum rate for the position for which the employee is assuming duties.

- c) If the period is known to be longer than seven (7) consecutive working days the salary increase will be applied on day 1. If the period is planned to be less than seven (7) consecutive working days, but unexpectedly last longer than seven (7) consecutive working days the salary increase will commence on day eight (8).

27.05 When an employee, through no fault of their own, has been overpaid, the Company will, before recovery action is implemented, advise the employee of its intention to recover the overpayment. Where the amount of overpayment is in excess of fifty dollars (\$50.00), and where the employee demonstrates that the stated recovery action will create a hardship, arrangements will be made to limit recovery action to no more than ten per cent (10%) of the employee's pay each pay period until the entire amount is recovered.

ARTICLE 28 PREMIUMS AND ALLOWANCES

28.01 Training

When an employee attends training during off site, the employee will receive eight (8) hours per day paid at the Hourly Rate for each day of training up to 40 hours per week. Any hours attending training in excess of forty (40) hours per week will be paid at one and one half (1.5) times the Hourly Rate. In the situation where the scheduled Out Rotation is not maintained the employee's offsite pay will continue through the Training period.

28.02 Isolation Allowance

- a) A taxable Isolation Allowance (IA) of twenty-seven dollars (\$27.00) per day, seven (7) days per week, will be paid in addition to an employee's hourly rate.**
- b) Isolation Allowance (IA) can only be paid when an employee is on-site at Alert.**

28.03 Lump Sum Notice of Resignation Payment

If a **permanent** employee with a minimum of one year seniority provides written notice of resignation of their employment with the Company,

provides at least 4 weeks **working** notice and completes their scheduled rotation, a lump sum payment of \$1000 will be paid with the last pay.

28.04 Lead Hand Premium

Management may temporarily assign a “Lead Hand” designation to an employee within a work group. A Lead Hand acts as a coordinator of existing work in the work group. An employee from within the appropriate work group will be selected on a voluntary basis. Due consideration will be given to an employee’s ability, qualifications and seniority. When a Lead Hand has been temporarily assigned, the employee shall receive an additional 10% to their hourly rate of pay for all hours worked for such assignment. The premium will be in effect during the length of the assignment only.

28.05 Voluntary Additional Duties Premium

In recognition of training provided and attained, any employee who applies for and is selected to be part of the Fire Brigade and De-Icing Team Members shall be entitled to an additional duties premium such that their Hourly Rate will be increased by **the following for all hours worked as at June 1, 2024:**

De-Icing Bucket:	\$2.00 per hour
De-Icing Truck:	\$2.00 per hour
Fire Brigade:	\$2.00 per hour
Combo Bucket/Truck or Fire Brigade:	\$3.00 per hour

The employee must maintain Fitness for Duty, Qualifications and be current to be entitled to this additional duties’ premium. **Employees no longer participating in these activities and/or lose their qualifications will have the premium removed.**

If employees do not volunteer, the employer will select trained or suitable individuals, in reverse order of seniority to participate in these duties.

28.06 Voluntary Travel Coordinator

Employees who volunteer and are selected, in seniority order, to coordinate the travel to/from Alert site will receive \$50.00 lump sum per direction. Employer maintains discretion to choose employees in seniority order and based on suitability.

ARTICLE 29
EARLY RETURN OR SCHEDULE EXTENSION PAY

29.01 If a **permanent** employee **with off-site pay continuance** is called back to work and reports to work: Upon **early return** from leave to site or upon the request of the Company to **delay** their normally scheduled out rotation (upon mutual agreement):

- a) **Each regular scheduled workday will be paid at 8 hours a day at the Hourly Rate for all regular hours up to 40 hours per week. Any approved hours worked in excess of the employees Scheduled Hours will be paid at one and one half (1.5) times the Hourly Rate.** For those scheduled 48 hours per week, the 8 hours of Scheduled Overtime will be paid at 1.5x the Hourly Rate.
- b) Any additional hours worked in excess of their Scheduled Hours will be paid at 1.5x the Hourly Rate.
- c) In the situation where the scheduled Out-Rotation is not maintained the employee's offsite pay will continue through the extension period.

Example 1 Employee works one day of **early return/extension**, the employee would be paid 8 hours at the Hourly Rate.

Example 2 **Employee works one day of early return/extension and 2 hours of overtime, the employee would be paid 8 hours at the Hourly Rate, plus another 2 hours Overtime paid at 1.5x the Hourly Rate.**

Example 3 **Employee works one week of early return/extension and maintains their schedule (i.e. shortens their out rotation by 1 week) then the Out Rotation pay would start as scheduled and the early return/extension pay would be in addition to the paid leave pay for that week.**

29.02 If a **Term or Permanent non-offsite pay continuance** employee is called back to work and reports to work, they will be paid their normal rate of pay for all hours worked up to their regular scheduled hours per week. All hours worked in excess of the regular scheduled hours per week will be paid at an overtime rate of 1.5 times the Hourly Rate per hour.

29.03 **For the purposes of early return/schedule extension, these hours are not paid as part of off-site pay continuance.**

ARTICLE 30 TRAVEL

30.01 Travel To/From Designated Point of Assembly

- a) **Permanent employees with off-site pay continuance** will continue to receive their offsite pay while travelling to/from the point of assembly. No additional compensation is paid and no additional hours are accumulated.
- b) **Term employees or permanent employees who do not have off-site pay continuance** are not compensated for travel to the point of assembly.
- c) Travel to/from the point of assembly shall be booked and paid for by Nasittuq. Upon approval of the Company, employees using privately owned transportation shall be reimbursed in accordance with the Nasittuq Travel Policy.
- d) Accommodations at the point of assembly shall be booked and provided by Nasittuq.
- e) Per diems for day of arrival to/from point of assembly shall be paid in accordance to the Nasittuq Travel Policy

30.02 Travel To/From Point of Assembly and Alert Site

- a) **Employees** will be paid 8 hours per day **up to two (2) days** at the Hourly Rate while travelling between the point of assembly and Alert **For Travel Time that exceeds the hours in a) will be treated and compensated as a travel delay for normally scheduled work-days at the regular hourly rate.**
- b) If an employee is required to work on the day of their travel in or out of Alert, and if the hours of work combined with the actual hours of the flight exceed 8 hours:
 - i) **Employees will be paid at an overtime rate of 1.5 times the Hourly Rate after they have attained 40 hours of work during the week.**

30.03 Travel To/From Training

- a) For **permanent** employees **travelling to attend** training which is scheduled off site during their **Scheduled In Rotation**, those hours will be paid in accordance with the Hours Worked as part of their normal schedule.
- b) Where training is scheduled off site during an employee' scheduled **Out Rotation**, employees will be paid up to a maximum of 8 hours per day at the Hourly Rate, as outlined in Article 28.01, while travelling

to and from the training site to a maximum of 8 hours per day. In the situation where the scheduled Out Rotation is not maintained the employee's offsite pay will continue through the Training period for **the employees who receive off-site pay continuance.**

ARTICLE 31 SEVERANCE PAY

31.01 In the event of lay-off, an employee shall receive severance benefits as per Canada Labour Code entitlements.

ARTICLE 32 STATEMENT OF DUTIES/NEW POSITIONS

32.01 Upon request, an employee shall be provided with a complete and current statement of the duties and responsibilities of their position **with their offer of employment, and upon request.**

32.02 **New Positions**

- i) **Prior to establishing a new role, the company will meet with the union to complete the job description.**
- ii) **The rates of pay and working conditions of any new roles created during the term of this agreement shall be discussed and mutually agreed to with the union.**

ARTICLE 33 BENEFITS AND PENSION

33.01 Eligible employees of this bargaining unit will belong to the Company Group Benefits and Pension plans.

33.02 The Company is only responsible for their portion of the premiums and reserves the right to amend the plans. The Union will be notified upon any changes to the plans. Nasittuq agrees to notify the Union of any future changes as soon as known and willing to convey any Union concern relating to such changes to ATCO.

**ARTICLE 34
OFFICIAL TEXTS AND PRINTING**

34.01 The size, format and numbers of copies of the Collective Agreement shall be agreed to by the Union and the Company within thirty (30) days of signing of this Agreement. Any costs associated with the printing shall be shared equally between the Union and the Company. Copies shall be distributed to all employees by the Company on-site via the shared network drive.

**ARTICLE 35
TECHNOLOGICAL CHANGE**

35.01 In the event of technological change as defined by the Canada Labour Code, the provisions of the Canada Labour Code shall apply.

**ARTICLE 36
AGREEMENT DURATION AND REOPENER CLAUSE**

The parties agree on the finalized language below for Article 36 – AGREEMENT DURATION AND REOPENER CLAUSE:

36.01 This Agreement may be amended by mutual consent in writing.

36.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is ratified and shall remain in effect until **May 31, 2027**.

36.03 DATED THIS 26th DAY OF April 2024

ON BEHALF OF THE UNION:


ON BEHALF OF THE COMPANY:



Tammy Moore



Andrea Winter



Francey Galambosy



Kelly Landon



Kevin Barton



Michael Mulvenna



Anthony DeGroot

**ARTICLE 37
TERM EMPLOYEES**

- 37.01** a) A term position is a temporary employee hired for a specific period of time. A term position is not to exceed 12 months. If the term position is anticipated to exceed 12 months (ie maternity/parental leave backfill), the company will consult with the union.
- b) Term employees are employed to do specific tasks for a specific period of time to backfill vacancies, leaves of absences, augment a temporary increase in workload or projects (i.e. surge) or to augment our Inuit workforce. The intention is to backfill all permanent vacancies with permanent staff, but flexibility may be required to temporarily fill the vacancy with term staff while we recruit for permanent staff.
- c) The rate of pay assigned to a term employee will be the step 1 hourly rate of the work function the individual is performing. Assignment of a higher level of pay is subject to mutual agreement at the local level.
- d) Term employees will pay union dues.
- e) All articles of the CBA apply to a term employee with the exception of the following articles:
Article 28.03 – Lump Sum Notice of Resignation Payment
Article 31.01- Severance Pay
Article 33 – Benefits and Pension
- f) A term employee who is hired on as a permanent employee without a break in service will have their service/seniority date credited to the term hire date. The employer, based on circumstance has the discretion to apply probation period through the first 90 days of permanent employment.

**ARTICLE 38
SUB-CONTRACTING:**

- 38.01** The Company may be required to hire subcontractors to perform the work in Article 4 to meet the operational requirements of the program providing that no bargaining unit employee is laid off as a result of such subcontracting. The union will be notified prior when engaging with any subcontractor.
- 38.02** The Company agrees that there will be no subcontracting which results in layoffs of employees or failure to recall employees.

**APPENDIX A:
COMPENSATION ADMINISTRATION**

1. Employees are entitled to be paid compensation for work performed within the classification and position of which they are hired for.
2. **For the purposes of off-site pay continuance, the following shall apply:**
 - a) For 8x8 rotations (or equivalent alternate rotations), 50% of Hours Worked and Scheduled Overtime earnings **will be paid at time of occurrence** and the remaining 50% will be accrued and **will be paid as off-site pay**.
 - b) For 8x4 rotations (or equivalent alternate rotations), 67% **of Hours Worked and Scheduled Overtime** earnings **will be paid at time of occurrence and the remaining 33%** will be paid as offsite pay.
3. **The Annual Base Earning is the Scheduled hours worked + Scheduled overtime multiplied by 1.5x (for those scheduled 48 hours/week) calculated at the Hourly Rate (per Appendix B).**
4. Permanent 4x8 rotational and non-permanent employees are compensated on an hourly basis.
5. An additional taxable Isolation Allowance of \$27.00 per day, will be paid for all days while in CFS Alert. If hours worked during in-rotation occur in the south, the Isolation Allowance will not be paid.
6. New employees shall progress through the steps as follows, upon satisfactory performance assessment prior to each step: Step 1 upon new hire; Step 2 once they have worked 90 days; Step 3 once they have worked 1000 hours.
7. **Compensation for term employees will be in accordance with Article 37.**
8. On June 1 of each year, compensation shall be adjusted based on the following:
 - a) June 1 2024: Market Adjustment +2%
 - b) June 1 2025: 2.5%
 - c) June 1 2026: 2%

**APPENDIX B:
RATES OF PAY**

**ALERT UNIONIZED RATES OF PAY
June 1, 2024 to May 31, 2025**

1 June 2024 – 31 May 2025	Sched Hrs/wk	HOURLY RATE		
		Step 1	Step 2	Step 3
Work Reception Clerk	40	\$35.03	\$35.95	\$36.88
Maintenance Clerk	40	\$35.03	\$35.95	\$36.88
Boiler Mechanic	40	\$55.38	\$56.84	\$58.29
Bulk Fuel Assistant	40	\$42.58	\$43.70	\$44.82
Bulk Fuel Technician	40	\$58.09	\$59.62	\$61.15
Carpenter	40	\$55.38	\$56.84	\$58.29
Driver/HEO	40	\$51.80	\$53.16	\$54.53
Environmental Tech	40	\$50.29	\$51.62	\$52.94
HE Mechanic	48	\$53.53	\$54.94	\$56.35
HV Mechanic	48	\$53.53	\$54.94	\$56.35
FA Electrician	40	\$61.26	\$62.87	\$64.49
HV Electrician	40	\$61.26	\$62.87	\$64.49
HVAC Tech	40	\$61.26	\$62.87	\$64.49
Plumber	40	\$55.38	\$56.84	\$58.29
Water/Sewer Tech	40	\$61.22	\$62.83	\$64.44
Cook	48	\$42.80	\$43.92	\$45.05
2nd Cook	48	\$29.49	\$30.26	\$31.04
Janitor/Kitchen Steward	48	\$27.57	\$28.30	\$29.02
General Trades Intern	48	\$27.57	\$28.30	\$29.02
Labourer	48	\$27.57	\$28.30	\$29.02
Power Plant Tech	48	\$52.18	\$53.55	\$54.92
Waste Collection Technician	40	\$42.17	\$43.28	\$44.39
Tool Crib and Parts Attendant	48	\$39.66	\$40.71	\$41.75
Inventory Coordinator	48	\$46.02	\$47.24	\$48.45

ALERT UNIONIZED RATES OF PAY
June 1, 2025 – May 31, 2026

June 1 2025 – 31 May 2026	Sched Hrs/wk	HOURLY RATE		
		Step 1	Step 2	Step 3
Work Reception Clerk	40	\$35.91	\$36.85	\$37.80
Maintenance Clerk	40	\$35.91	\$36.85	\$37.80
Boiler Mechanic	40	\$56.76	\$58.26	\$59.75
Bulk Fuel Assistant	40	\$43.64	\$44.79	\$45.94
Bulk Fuel Technician	40	\$59.54	\$61.11	\$62.68
Carpenter	40	\$56.76	\$58.26	\$59.75
Driver/HEO	40	\$53.10	\$54.49	\$55.89
Environmental Tech	40	\$51.55	\$52.91	\$54.26
HE Mechanic	48	\$54.87	\$56.31	\$57.75
HV Mechanic	48	\$54.87	\$56.31	\$57.75
FA Electrician	40	\$62.79	\$64.45	\$66.10
HV Electrician	40	\$62.79	\$64.45	\$66.10
HVAC Tech	40	\$62.79	\$64.44	\$66.10
Plumber	40	\$56.76	\$58.26	\$59.75
Water/Sewer Tech	40	\$62.75	\$64.40	\$66.05
Cook	48	\$43.87	\$45.02	\$46.18
2nd Cook	48	\$30.23	\$31.02	\$31.82
Janitor/Kitchen Steward	48	\$28.26	\$29.00	\$29.75
General Trades Intern	48	\$28.26	\$29.00	\$29.75
Labourer	48	\$28.26	\$29.00	\$29.75
Power Plant Tech	48	\$53.48	\$54.89	\$56.29
Waste Collection Technician	40	\$43.23	\$44.37	\$45.50
Tool Crib and Parts Attendant	48	\$40.65	\$41.72	\$42.79
Inventory Coordinator	48	\$47.18	\$48.42	\$49.66

ALERT UNIONIZED RATES OF PAY
June 1, 2026 – May 31, 2027

June 1 2026 – 31 May 2027	Sched Hrs/wk	HOURLY RATE		
		Step 1	Step 2	Step 3
Work Reception Clerk	40	\$36.63	\$37.59	\$38.55
Maintenance Clerk	40	\$36.63	\$37.59	\$38.55
Boiler Mechanic	40	\$57.90	\$59.42	\$60.95
Bulk Fuel Assistant	40	\$44.51	\$45.68	\$46.86
Bulk Fuel Technician	40	\$60.73	\$62.33	\$63.93
Carpenter	40	\$57.90	\$59.42	\$60.95
Driver/HEO	40	\$54.16	\$55.58	\$57.01
Environmental Tech	40	\$52.58	\$53.96	\$55.35
HE Mechanic	48	\$55.96	\$57.44	\$58.91
HV Mechanic	48	\$55.96	\$57.44	\$58.91
FA Electrician	40	\$64.05	\$65.74	\$67.42
HV Electrician	40	\$64.05	\$65.74	\$67.42
HVAC Tech	40	\$64.05	\$65.73	\$67.42
Plumber	40	\$57.90	\$59.42	\$60.95
Water/Sewer Tech	40	\$64.00	\$65.69	\$67.37
Cook	48	\$44.74	\$45.92	\$47.10
2nd Cook	48	\$30.83	\$31.64	\$32.45
Janitor/Kitchen Steward	48	\$28.83	\$29.58	\$30.34
General Trades Intern	48	\$28.83	\$29.58	\$30.34
Labourer	48	\$28.83	\$29.58	\$30.34
Power Plant Tech	48	\$54.55	\$55.98	\$57.42
Waste Collection Technician	40	\$44.09	\$45.25	\$46.41
Tool Crib and Parts Attendant	48	\$41.47	\$42.56	\$43.65
Inventory Coordinator	48	\$48.12	\$49.38	\$50.65

APPENDIX C BENEFITS PLAN CHANGES

For Nasittuq employees that are eligible to be enrolled in the benefits plans, the following changes shall apply effective June 1, 2024:

1. Dental:
 - a. The Dental Benefits Plan shall increase from a \$1,500.00 annual maximum to **\$2,000.00 annual maximum**.

2. Vision Care:
 - a. The Vision Care Benefits under the Extended Health Care Plan shall increase as follows:
 - i. Core Plan: Increase from \$100.00 annual maximum to **\$200.00 annual maximum**

 - ii. Enhanced Plan: Increase from \$200 annual maximum to **\$300.00 annual maximum**

3. Employee Benefits start date:
 - a. For employees eligible for the Nasittuq Extended Health and Dental plans, **enrolment into benefits shall start on the 91st day of employment** instead of the first day of the month after 3 months of employment.

APPENDIX D WOMEN'S ADVOCATE AND RACIAL JUSTICE ADVOCATE

1. WOMEN'S ADVOCATE

- a. The Union recognizes that female employees may sometimes need to discuss with another woman, matters such as violence or abuse at home or events in the workplace. For this reason, the union appoints the role of a female member to be the Women's Advocate.**
- b. The Women's Advocate will be appointed by the Unifor Local 2002 President. The Women's Advocate will meet with female members as required, discuss problems with them and refer them to the appropriate resources when necessary.**
- c. When a female member requests a meeting in person with the Women's Advocate at a Company location, the Company will make its best effort to provide access to a private office so that confidentiality can be maintained.**
- d. It is understood that these meetings will occur outside of business hours unless it is an urgent or immediate matter. In the latter case, the employees will ensure to advise their supervisor accordingly.**

2. RACIAL JUSTICE ADVOCATE

- a. A Racial Justice Advocate is an individual who identifies as a member of the Black, Indigenous or racialized community.**
- b. The Unifor Local Union President is responsible for the selection of the facility Racial Justice Advocate with input of identifying Black, Indigenous and racialized union members.**
- c. A Racial Justice Advocate is a union representative who will assist and provide support for unionized Black, Indigenous and racialized workers whose role in the workplace will include:**
 - i. Listening;**
 - ii. Providing support to Black, Indigenous and Racialized members including concerns related to racial discrimination and racial violence;**
 - iii. Assisting with union racial justice initiatives;**
 - iv. Promoting access to community culturally appropriate services**
 - v. Networking with allied organizations and community partners**

- d. Meetings will occur after normal working hours. Any incidents of discrimination, harassment or violence are to be reported to management and HR and follow the processes as outlined in the policies and processes established.
 - e. Should the Racial Justice Advocate require time off the job in order to fulfill their duties, the union will review the request and, if in agreement, will submit a leave of absence request prior to the requested leave for approval. Such approval shall not be unreasonably withheld, provided that Company paid time off will not exceed eight (8) hours in any month.
3. Recognition of March 21 – the International Day for the Elimination of Racial Discrimination
- a. The Parties agree to recognize March 21 as the International Day for the Elimination of Racial Discrimination.
 - b. On each occasion, the Parties agree that at 4:00 p.m. each facility covered by the agreement will observe one minute of reflection in recognition to re-affirm the joint commitment to end racism.

APPENDIX E
AGREED LIST OF MEDIATORS/ARBITRATORS

1. Christine Schmidt
2. Elaine Newman
3. Matthew Wilson
4. Nick Milanovic
5. William Kaplan
6. Jasbir Parmar
7. Chloe Lester

NOTES

