

COLLECTIVE AGREEMENT
BETWEEN

CHUGACH McKINLEY, INC.

-and-

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 1541**

01 OCTOBER 2003 THROUGH 30 September 2009

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COLLECTIVE AGREEMENT
BETWEEN:

FOR THE UNION

FOR THE **COMPANY**

Business Manager/Financial Secretary
Local Union 541-IBEW

Matthew Daggett
President
Chugach McKinley, Inc.

ARTICLE 1 Preamble

This agreement is made **and** entered into **as** of the **1st day** of October, 2003 by and between **Chugach McKinley, Inc.**, hereinafter referred to **as** the "Company," **and** the International Brotherhood of Electrical Workers, Local 1541, hereinafter known **as** the "Union," **as** representative of the employees of the Company for the EL-079 work site in Cambridge Bay, Canada.

ARTICLE 2 Purpose

It is the objective of the parties that the obligation of the Company for **successful** prosecution of its business **and** the fulfillment of its responsibilities to the employees covered by this agreement be carried on without interference arising from **differences** between the parties.

The Union, representing employees of the Company, and the Company desire to establish and maintain, through harmonious cooperation, a standard of conditions and procedures to provide for orderly collective bargaining relations, prompt and equitable disposition of grievances, fair **wages**, hours, **and** working conditions for the employees covered by this agreement.

ARTICLE 3 Recognition

The Union **has** been certified by the Labour Relations Board of Canada under the Labour Relations Act. The Union **is** recognized by the Company as the collective bargaining agent for employees of Chugach McKinley, Inc., performing operations and maintenance work under its Air Force Technical Applications Center (AFTAC) contract at the **EL-079** facility ("the work site"), including those employees listed in Article 15, and excluding classifications currently covered by other Collective Agreements, Managers, and other employees excluded under the **Canada** Labour Code.

ARTICLE 4 Temporary Employees

Temporary **employees** are defined as employees who are hired for special tasks not directly concerned with the operation and maintenance of ELO79.

Temporary **employees** shall not perform any work, which is assigned to permanent employees.

ARTICLE 5

Strikes and Lockouts

The Union **agrees** that during the term of **this** agreement there shall be no **strike**, work **stoppage**, **slow** down, refusal **to** handle merchandise, or picketing **which** would **stop** or interfere with operations, and that **if** any such action **should be** taken, it shall instruct members to carry out the provisions of **this** agreement **by** returning to work and **performing** their duties. **Any** employees violating this clause shall be subject to immediate discharge.

The Company **agrees** that it shall not cause or direct **any** lockout of employees **so long as** **this Article of** this **agreement has** not been broken by the Union or its members.

ARTICLE 6

Non-Discrimination

There shall be no discrimination by the Company, by the Union, or by a member of the bargaining unit, or Company Representative, against any employee because of age, sex, race, colour, nation origin, creed, or religion. The masculine pronoun **as** used herein shall **be** equally applicable to both men and women, **and** words used in the singular are intended to include plural, whenever possible.

The parties **agree** that there shall **be** no discrimination against any employee because of membership in the Union or lawful activity on behalf of either party.

ARTICLE 7

Union Security

Section 1.

- (a) All employees covered by this Agreement shall be required, as a condition of continued employment, to apply for and become members of the Union within fourteen **(14)** calendar days following the beginning of employment in the effective **date** of this Agreement, whichever **is** later and **shall** remain members in good standing. This clause **shall be** enforceable to the extent permitted by law.
- (b) The Company **shall** be required to discharge an employee, under the provisions of this article within a period of **30** calendar days from time of the Union **notifying** the Company.
- (c) The Union recognizes its obligation and, therefore, **assumes** full responsibility to every employee discharged under the provisions above, as a result of a written request from the Union to the Company.

ARTICLE 8 Union Representation

Section 1.

- (a) The **Company shall** recognize a **Shop** Steward from the EL079 facility, who shall be **selected** in accordance with Union rules and regulations.
- (b) **All** Union business, other than the handling of grievances and complaints, **shall be** conducted by the Steward on other than Company time.

Section 2.

The working steward shall not be discriminated against **by** the Company, nor shall he receive any special privileges, rights, or benefits except **as** provided for within this Agreement. If the Steward abuses **this** agreement, the Company **shall** notify the Union, and if such abuses continue, the steward shall **be** subject to disciplinary action by the Company.

Section 3.

The Union shall notify the Company's Representative in writing, of the names of **all** Union Representatives if a change takes place. In the event that a Union Representative must leave **his area**, the Company shall recognize **his** replacement as **advised by** the Business Manager to the Company.

ARTICLE 9 Hours of Work and Overtime

Section 1.

- (a) The workweek shall consist of seven (7) consecutive calendar **days** beginning at 0001 hours Monday morning and ending the following Sunday at midnight **and** shall include a scheduled day of rest.
- (b) If **an** employee is physically available for work at the **worksite** during the full workweek, he shall receive pay and be worked based upon a workweek of six (6), eight (8) consecutive hour days (Forty-eight (48) hours per week).
- (c) For **pay** purposes, the workweek shall begin at 0001 Monday morning and **end** the following Sunday midnight.
- (d) For the determination of overtime pay during the work week, workday, on holidays, or on **a** scheduled day of rest, **all** hours worked on a **shift (schedule and** extended hours) or call-outs shall be counted for all pay purposes **as** being worked during the calendar **day** or work week **on** which the shift or call-out started.
- (e) The compensation for all employees **shall be** subject to the following conditions: One ~~(1)~~ and one-half (1/2) times the base hourly rate **shall** be paid for all hours **worked** in **excess** of eight (8) hours in anyone day or forty (40) hours in anyone week, **All** hours worked on the **day** when no **shift: is** scheduled to **start** shall be paid **at** double time.

- (f) There **shall** be a scheduled **day of rest** each week. A scheduled **day of rest** is a 24 hour calendar day designated by the Company during which **no** shift is scheduled to start. Should a scheduled **shift** end on the **day of rest** (exclusive of extended hours) a **minimum** of 24 hours must elapse prior to the beginning of the employee's **next** shift.
- (g) Employees who are physically unable or otherwise unavailable for work at the worksite shall **have** their **daily** and weekly guarantees reduced by the hours of work **missed as a result of such** unavailability.

Section 2.

The determination of the starting and ending times of the daily and weekly work shift for **individual** employees, including extended workweeks on a continuing **basis**, shall always **be made** by the Company. Such shift schedules **shall** be subject to prior agreement with the Union, however, operations **shall not be** delayed for failure of committees to reach agreement, in which case the shift may be implemented, and the Union may **treat** the matter as a complaint under Article 12.

Section 3.

The company **may** schedule an employee those hours that may be necessary in the work week **and**, if the employee **is** worked more than 15 hours per day or more than ~~66~~ hours in the workweek, **exclusive** to time worked on holidays, he **shall be** paid at double time rates, **Overtime** must be authorized **by** the project manager.

Section 4.

There **shall be** no pyramiding of overtime hours.

Section 5.

Employees shall receive a shift premium of \$1.25 per hour for those hours worked between 5:00 p.m. (1700 hours) and 8:00 am (0800 hours) exclusive of hours worked **as** a result of call-out or shift extension as defined in Article 10 of this agreement.

ARTICLE 10

Call-Out

Section 1.

An employee who is called out to **work** outside his shift or on **his** scheduled day of **rest** shall be guaranteed a minimum of two (2) hours pay for each call-out at his base rate plus any premium **pay** to which he may otherwise **be** entitled.

Section 2.

Call-outs shall be in addition to an employee's basic daily and/or weekly guarantee, whichever **is** applicable, Work commencing before an employee's scheduled starting time **shall be** considered a call-out.

Section 3.

Any work which requires an employee who has completed a full shift to continue working beyond his normal end of shift shall be defined as a shift extension and shall **be** paid at the premium rate. **All** extensions to shift shall **be worked** in one (1) hour increments,

Section 4.

An employee required to attend Company/Military functions, training, or lecture sessions held outside his regular duty hours shall be paid at **the** appropriate rate for time spent waiting ~~or~~ participating with a minimum guarantee of 2 hours.

**ARTICLE 11
Management**

The Management of the business and the direction of the working force, including, but not limited to, the right to **plan**, direct and control operations: to schedule and assign work to employees; to make or to **buy**, to subcontract work; to maintain the efficiency of the employees; to establish and require employees to observe Company rules and regulations; to hire, layoff, transfer, promote, or relieve employees from duties and to maintain order and to suspend, demote, discipline and discharge employees for just cause **are** the right of the Company. The Company will enter into discussions with **the** Union **business manager** prior to subcontracting work.

None of the above rights shall be exercised by management in contravention of the other terms of this agreement.

**ARTICLE 12
Grievance Procedure****Section 1.**

The following is the procedure which shall be used to adjust and **settle all** matters of complaints, disputes, grievances or controversies pertaining to the interpretation, application, operation or any alleged violation of this Agreement and any matter which may arise between the Company and the Union. It is mutually agreed by both parties that it is the spirit and intent to adjust complaints and grievances as quickly **as** possible and it is generally understood that an employee has no grievance until he has first given to his Shop Steward **and** Supervisor an opportunity to adjust the complaint. If the complaint is not adjusted to the satisfaction of the employee within a period of two **(2)** working **days or** such longer period as **may be** mutually agreed upon, it may **be** processed in accordance with the following grievance steps and should under no circumstances, exceed a total of thirty (30) working **days from the** time of the circumstances or that time when the employee should reasonably have been aware of the **circumstances** giving **rise** to the grievance. **The said 30 days shall** be days actually worked by the grievor.

Section 2.

In the event of a grievance, the employee(s) may approach his Shop Steward to discuss the grievance. The Shop Steward then discusses the grievance with the Business Manager who shall in turn take up the matter with the Company.

Failing settlement of the complaint, the matter in dispute **shall** be **handled** in accordance with Section 3 of the Grievance Procedure.

Section 3.

The grievance **procedure shall be as follows:**

STEP 1 =

The grievance will be submitted by the Union **Business** Manager or his representative in writing to the Company representative within **30** working days from the time of the circumstances or that time when the employee **should** reasonably have been aware of the circumstances giving **rise to the** grievance.

STEP 2.

The Company representative, and the Union Business Manager, or **his** designated representative, shall within ten (10) working days after receipt of the grievance attempt to solve the **grievance**. If the Company decision *is* not **satisfactory**, the Union representative **shall** within ten (10) working days after receipt of the Company's decision, give the Company written notification of the Union's desire to arbitrate the **issue** in accordance with the provisions of Article 13, Arbitration.

Section 4.

The **parties** by mutual agreement, in writing, may extend the time limit in **any step** of this grievance or arbitration procedure,

Section 5.

Any unresolved grievance that involves the application of interpretation of any of the provisions of this Agreement shall be subject to the provisions of Article 13, Arbitration,

ARTICLE 13 Arbitration

Section 1. Selection of Arbitrators

If a grievance remains unsettled, and the Company has received the proper **notification** of the Union's desire to arbitrate the issue, the parties shall forthwith endeavor to **agree** upon a mutually acceptable arbitrator. If the parties are unable to agree within fourteen (14) days of notification of the parties desire to arbitrate, either **party** may request the Federal Minister of Labour to **appoint** the arbitrator.

Section 2. Authority to Arbitrate

- (a) The arbitrator **shall** consider only the particular **issue** presented to him in writing by the **Company and** the Union.
- (b) **His** decision shall be **based solely** on the existing terms of the agreement, and he shall have no power to add to, subtract from, or modify any of the terms of this Agreement.
- (c) He **shall** have no power to establish wage rates, job classifications, or fringe benefits of any kind.

- (d) The award of the arbitrator **shall** be final and binding on all **parties** to **this** agreement. There **shall** be no appeal from the arbitrator's award.

Section 3.

By mutual agreement of the parties, a formal arbitration hearing may be eliminated and **arbitration** causes may be submitted in the form of written briefs with **such** supporting affidavits, as either party may desire. Each party shall have the right to submit answering affidavits and an answering **brief** within ten (10) working days after receipt of the other party's brief and affidavits, if any.

Section 4.

All expenses incurred by and for the arbitrator shall **be** shared equally by the parties.

Section 5.

Costs for participation by either party, including witnesses, shall be borne by that party.

ARTICLE 14

Hiring

- (a) The Company shall notify the Union of employment vacancies both temporary and permanent and the Union shall have the option of referring **qualified** candidates for these positions. These referrals shall be on a non-discriminatory **basis**.
- (b) The Company **shall** have the right to reject any job applicants referred by the Union,

ARTICLE 15

Job Classification and Wages

Section 1.

- (a) **Employees** shall be **classified** and paid in accordance with the established rate ranges **set** forth in the Rate and Classification Table attached as Schedule "A", such changes in **compensation** to be effective as herein set forth.
- (b) The rate and compensation for each employee shall be determined by the employee's seniority date, as defined in Article 25.

Section 2.

- (a) On appointment, by the Company, to a Lead job classification, the employee, for a **duration** of the appointment, will receive the following **additional** compensation over and above his **basic** hourly rate:

Lead Position – Four **dollars and fifty cents** (\$4.50 **CAN**) per hour. There **will be** one lead position on all **shifts**.

ARTICLE 16 **Time of Payment**

Section 1.

It **is** agreed by the Company and ~~the~~ Union that the employee shall be **paid** every two **weeks**, via direct deposit into his bank account **by** completing the Company's direct deposit.

Section 2.

The Company shall itemize deductions, including the balance due the employees, on an earnings statement **so employees** can determine purposes for which **amounts** have been withheld from pay. The employee shall receive a copy of his **time sheet as** submitted to **and** signed by his Supervisor, **These** time sheets shall be subject to further audit by the Company, **and** in the event that any changes are made that would affect **an** employee's pay, the employee shall be provided with an amended copy and reason thereof.

Section 3.

~~The~~ Company agrees that **any** payroll errors in **excess** of **one** hundred and fifty dollars (\$150.00), shall be made on **a** separate cheque and corrected not later than the second subsequent **pay** period following notification of **such** discrepancies.

ARTICLE 17 **Wage Rates for New or Changed** **Occupational Classifications**

In the event the Company desires to establish or the Union considers the Company has established a new or changed occupational classification within the bargaining unit, the parties **shall be advised**. Prior to implementation of the new or changed occupational classification, the Company shall meet with the Union regarding the proposal, Operations shall not be delayed through failure to agree immediately upon the rate applicable to such occupational classifications. In such **cases**, pending the results of negotiations, the **Company shall establish** such new or changed occupational classifications and the Company proposed rate applicable thereto and place them in effect, If the Company and Union **fail** to agree on **a** new or changed occupation classification, the Union may treat the matter **as** grievance; such grievance **must be** filed within three (3) days of **the** termination of negotiations. **A** grievance **may be filed** in the third step **on** the grievance procedure and may **be** processed through to arbitration. **Any** procedure may be processed through to arbitration. Any revision to the rate determined by the Arbitration **Board shall be made** retroactive to **the** time of the implementation of the new or changed occupational classification. Notwithstanding Article 13, Section 2(b) **and** (c), an Arbitration Board shall have the power to determine wage rates,

ARTICLE 18 Holidays

Section 1.

(a) The following **holidays shall** be observed by the Company:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day (Canadian)
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Nunavut Day	Boxing Day
Civic holiday*	

'(first Monday in **August**)

- (b) It **is** understood that when one of the **holidays listed** above falls on a Sunday, Monday shall, for pay purposes be considered the holiday.
- (c) It **is also** understood **that** when one of the holidays, or days observed **as** such, falls on the day of rest of an employees work week, then **his** next **scheduled** day of work shall **be his** holiday, for **pay** purposes.

Section 2.

- (a) Payment of time not worked on the holiday, eight (8) hours, **is part of the basic** forty-eight (**48**) hour guarantee referred to in Section 1(b) or Article 9 (Hours of Work and Overtime).
- (b) A person scheduled to work on a day that **is** a holiday shall work on **that day and**, shall be compensated at the rate of one (~~1~~) and one-half (1/2) times his base rate for hours actually worked. This shall be in addition to the **basic** forty-eight (**48**) hour workweek.

Section 3.

- (a) When any of the **above** holidays fall within the portion of vacation time under **Article 19**, he shall receive **pay** of eight (8) hours for such holiday(s).

ARTICLE 19 Vacation

Section 1.

Employees shall **accrue vacation pay** on the following basis:

Less than one year of seniority - at the **rate** of four (**4**) percent of **gross** compensation per year.

At least one year of **seniority**, but **less** than five years - at the rate of **eight** (8) percent of **gross** compensation per year

At least five years of seniority, **but less** than ten years of seniority - at the rate of ten (10) percent of **gross** compensation per year.

Ten **Years** of seniority or more - at the rate of eleven (11) percent of gross compensation per year.

Section 2.

Within an **employee's** full year of employment, he shall be entitled to seventy (70) **days** off the work site for vacation purposes. **This** may be taken in one (1), two (2), three (3), four (4), or five (5) increments.

Section 3.

- (a) Employees **shall apply** for vacation a minimum of **three weeks** prior to desired departure date.
- (b) The vacation leave request shall be submitted in writing, e-mail or **fax** to the Company. The Company shall attempt to meet the proposed date, and if this cannot be accomplished, the Company representative **shall** contact the employee to attempt to arrive at a mutually acceptable date. Where there *is* a failure to reach mutual agreement, the decision of the Company shall be final and binding. The Company **shall confirm** to the employee, in writing, e-mail or fax the approved date not less than fifteen (15) days prior to that date.

Section 4.

Should an employee require hospitalization during his vacation, time spent in the hospital shall **be added** to the employee's next vacation leave, **if so** desired by the employee. *It* is understood that an employee who **has pre-scheduled** hospitalization during his vacation period **shall so** notify the employer as early as possible, but no later than the time of his departure for vacation.

Section 5.

If an employee has scheduled his vacation, and if such vacation has been approved by the employer, and if such vacation shall be canceled at the request or demand of the employer due to operational requirements, the employee shall be entitled to receive reimbursements for expenses incurred by him with respect to pre-paid transportation or hotel accommodations for such vacation. Such expenses to be recovered must have been reasonably incurred prior to the date of cancellation **and** the employee shall **be** required to make **all** reasonable efforts to mitigate any losses incurred and **shall take** any required steps or procedures to obtain a refund. If any refund **is** made to the employee subsequent to **his** receiving any payments from same from the employer, then the employee **shall** refund such payment to the employer.

Section 6.

In the event **that** an employee's scheduled approved vacation **is** canceled at the request or **demand** of the Company due to operational requirements such vacation shall be **rescheduled** to commence within 30 days of the canceled vacation commencement date, The Company shall attempt to meet the proposed rescheduled date of the employee, and if this cannot **be** accomplished, the Company representative shall contact the employee to attempt to arrive at a mutually acceptable date. Where there **is** failure to reach a mutual agreement, the decision of the Company shall **be final and** binding.

ARTICLE 20 Health, Safety and Morale

Section 1.

The Company and the Union shall comply with established safety and health rules and regulations. The Company shall continue to provide, at no cost to the employee, adequate and modern facilities for health and safety of all employees including food, board, and adequate Arctic clothing,

Section 2.

There shall be no charge for the board and room provided for the employees at the site. Employees agree to accept and utilize board and room provided which meets reasonable standards.

Section 3.

The Company shall continue to operate in a manner that shall not endanger safety of any person employed. The employee shall take all reasonable and necessary precautions to ensure his own safety and the safety of his fellow employees, Should an employee have reasonable cause to believe that a condition exists that would constitute a danger to his own safety or that of his fellow employees, he shall forthwith notify his Supervisor.

ARTICLE 21 Health and RSP

Section 1. - The Company will provide dental, vision, short term disability insurance, long term disability, and drug coverage to employees and their eligible dependents at the Company's cost not to exceed \$2.50 (CAN) per hour (based on a 2080 hour year),

Section 2. For the purpose of providing funding which employees may direct into an RSP, the Company will pay 3% of gross pay (up to a maximum of 48 hours worked per employee per calendar week) after one year of employment.

ARTICLE 22 Leave of Absence

Section 1.

The Union recognizes that due to the mission of the AFT AC Contract, it is essential that personnel be available in emergency situations, No application for leave of absence as described in this Article shall be considered unless it is applied for in writing, fax, or email.

Section 2.

(a) Requests by Officers of the Union for leave of absence without pay on Union Business Leave shall be granted by the Company, The Union shall give the Company a minimum of 45 days written notice in advance of the time such leave is required. Any costs associated with the granting of such UBL shall be borne by the Union. These costs shall be limited to those generated through overtime required to cover open

shifts, wage differentials and holidays which occur during the period of **UBL**. The Company **shall** make a good faith effort to minimize or eliminate **such** costs, but in any event, **such costs shall** only be the difference between what the employee would have earned had he remained on the job and the actual cost to the **Company**.

- (b) Full seniority privileges shall be retained and accumulated during **such leaves** of absence. When the union activity for which **such** leave of absence has been granted ceases, the Union **shall** notify the Company in writing, and if such application is made within **ten (10)** days thereafter **such** Union member(s) **shall** be returned to the work site in the job classification previously held.

Section 3. Bereavement Leave.

Employees with three (3) months or more of continuous employment shall, in the event of death in their **immediate** family, be protected by the Company against **loss** of their straight time hourly wages for up to **six (6)** days absence during the regular work week for the number of hours in their regular shift. For the purposes of **this** payment, immediate family **is** defined as spouse (including common law), child (adopted/step), parent (step/in-law), (great) grandparent (in-law), (great) grandchild, daughter/son in law, brother/sister (in-law/step), half brother/sister, (great) aunt/uncle, niece/nephew, legal guardian and spouse.

Section 4. Special Emergency Leave.

An emergency leave, for either personal or family emergencies, shall be granted by the Company or site senior employee providing that the employee, upon request, submits supportive documentation that, in the assessment of the Company, validates the reason for the absence, substantiating the necessity upon **his** return.

ARTICLE 23 Transportation & Travel

Section 1. Departure and Return

(a) The Company shall:

Pay actual transportation **costs** (airfares, hotels, and cabs) to and from Winnipeg, or to place of residence in **Canada**. Additional travel costs will be born by the employee.

- (b) When an employee **departs** from the work site, employee shall **be paid 8** hours pay at straight time for time spent in travel and waiting. This will not exceed **5** trips per year. When employee returns from leave he will **be paid 8** hours pay at straight time spent in traveling and waiting. This will not exceed **5** trips per year.

- (c) The **Company shall** pay the employee a per diem rate of **\$85 (CAN)** per day **up** to a maximum of **two days** per trip for employees departing on and returning from vacation leave providing the employee conforms to the schedule and procedures required by the Company. These allowances shall be paid in accordance with the following:

Expense payments **shall** be made to the employee within sixty (60) **days after** receipt of valid support receipts and properly executed reports.

Section 2. Resignation

When an employee resigns with at **least** thirty (30) calendar **days** notice:

On the **day** that he **departs from** the work site the employee shall **be paid actual** hours for time spent in travel and waiting **not to exceed eight** (8) hours.

Section 3. An Employee in Unpaid Status.

(a) This **section** shall **apply** to an employee who:

- (1) ~~is~~ suspended
- (2) ~~is~~ discharged
- (3) Resigns without giving **at least thirty** (30) calendar **days** notice

(b) The employee's **pay** shall cease upon his last hour worked.

Section 4. Travel on Official Company Business

Temporary OR-Site Assignments; The following shall be the Company policy with respect to the payment of **wages and** reimbursement of expenses to **an** employee who ~~is~~ on a Company-directed temporary assignment.

- (1) Economy airfare for employees shall be provided by the Company.
- (2) Required ground transportation to the assignment.
- (3) Food and lodging **cost** reimbursement after submission ~~of~~ valid support **receipts**, not to exceed the established government rate for food and lodging for the area of temporary **assignment**.
- (4) While on temporary assignment, the employee **shall** receive **his** normal hourly wage for the number of hours the employee would **have** worked if he had not been sent on the temporary assignment.
- (5) Payment **shall be** made to the employee within ~~sixty~~ (60) **days** after properly executed expenses reports are presented.

Section 5. Baggage

- (a) "Transportation costs" shall include the cost of the **employee's personal** baggage not to **exceed a total** weight of one hundred and **sixty** (160) **pounds** in excess of that **allowed** by the carrier. Such excess baggage shall be paid by the Company upon receipt of **valid** supporting documentation.

Section 6. Point of Recruitment/Place of Residence

- (a) **An employee's** point of recruitment **shall be his** point of hire **unless otherwise** agreed to.

- (b) **It is agreed** that the normal **place of** residence of a permanent employee may **be** changed. Upon notice from the employee **and** appropriate documents, the Company shall update the employee's place of residence.

ARTICLE 24

Medical Service, Evacuation Transportation and Hospitalization

The Company shall pay transportation costs for the ill or injured **employee** to the nearest appropriate facilities **and** return **such** employee when he is physically **able** to perform his normal job duties. When an employee **is** evacuated to a remote **medical** facility, (e.g., Edmonton or Yellowknife) the Company shall pay for any necessary accommodations such as food and lodging for the time the employee is so transported *to* such facilities, the cost of medical treatments shall **be** the personal responsibility of the employee, notwithstanding the fact that a part or all such costs may later be reimbursed under other reimbursable plans.

A procedure is agreed upon in the case of an employee who requires medical help. The **site, First Aid person, or** employee shall call the Cambridge Bay Medical Facility for recommended action.

ARTICLE 25

Seniority

Section 1.

Employees, except temporary employees, shall have seniority based upon the **earliest** date of permanent employment which marks the beginning of uninterrupted service at EL079.

Section 2.

An employee hired to **fill** a job classification covered by this agreement **shall** be required to spend **a** probationary period of **six** months after arrival on the work **site**. Until the employee **has** completed the probationary period, he shall have no seniority rights under this agreement **and** no grievance may be presented in connection with the termination of any employee during his probationary period.

Section 3.

(a) **Seniority shall** be observed in layoffs and recalls.

(b) The Company **shall** not layoff employees in occupational classification affected while **outside** contractors are performing the work of that classification **at** the work **site**.

Section 4.

When **two** or more employees otherwise would have identical seniority, seniority rank shall **be** determined by an alphabetical order of last names, a name commencing with "A" being the more senior. **This** procedure shall apply on all determinations of seniority.

Section 5.

The seniority of an employee shall be broken under the following conditions, and when so broken, such employee shall for all purposes be considered a new employee if and when rehired.

- (a) Resignation or other voluntary termination of employment.
- (b) Absence in excess of five (5) consecutive days without notice, either by telephone or message by messenger to the Company representative unless satisfactory evidence to the Company of inability to do so is shown.
- (c) Discharge for cause.
- (d) Unauthorized absence after the time limit of an authorized vacation or an approved absence, unless satisfactory evidence to the Company of inability to report for work is shown.
- (e) Failure to report to work, or failure to give notice of intention to return to work, within five (5) days after a recall notice has been sent by the Company by telegram to the last address furnished by the employee to the Company.
- (f) Layoff without recall to work within thirty-nine (39) weeks from the date of such layoff, however, receipt of severance pay within thirty (30) days of layoff severs the employment relationship and all recall rights and any and all obligations to the employer.
- (g) Failure to return from medical leave of absence within 24 months (12 months if less than two years of seniority).

Section 6.

The parties recognize that job opportunity and security shall increase in proportion to the length of service. It is therefore agreed that in all cases of vacancies, job training programs, promotions, including appointment to Lead positions, and reclassification, senior employees shall be entitled to preference providing such employees have, in the opinion of the Company, the skill and ability to perform efficiently the work available. Seniority shall not be a controlling factor when replacing any senior employee given preference under this Section or in filling any other vacancy created thereby.

**ARTICLE 26
Severance**

Severance Pay has been established to assist employees whose jobs become obsolete through technology change, reduction in work force, EL-O79 closure, or award of the contract to another contractor. Employee severance shall apply in instances of termination of employment for one of the above stated reasons and shall be as follows:

Five **(5)** days of **pay** for each year of employment with the Company. This Article **has been** drafted with the understanding that it complies with Canadian Labour **Law**.

In **the** event that a conflict between this provision and Canadian **Labour** Law exists, the **parties** will meet to re-negotiate **this** particular issue.

Severance **pay shall** be based on **8** hours per **day**.

ARTICLE 27

Rights of Compensable Injured Employees

Section 1.

(a) Employees who are injured at the work site or **while** in **transit** between **the** employee's residence and the work **site**, which injury may require them to be **absent** from duty, **shall** upon presentation of satisfactory **medical** evidence to the Company of their inability to perform available work, be entitled to their full seniority **time** and **rights** under the following conditions;

- (1) Any **physical** incapacity not in **excess** of twelve (12) months for employees having **less** than two (2) years service.
- (2) **Any physical** incapacity not in **excess** of twenty-four **(24)** months for employees having more than *two* (2) years service.

(b) In the event of **the** return of **such** employee, other employees with **less seniority** may have to take a layoff **as** may be required to accommodate the returning employee.

Section 2.

Any dispute concerning the interpretation or application of this Article shall be **subject** to the grievance procedure.

ARTICLE 28

General Provisions

Section 1.

All **dollar** amount figures in this agreement are understood to be in Canadian dollars.

Section 2.

The Company **shall** not change an employee's job classification nor amend his **job** description without prior **approval** of the Union. Such approval **shall** not be unreasonably **withheld** provided that changes **are** relevant to technologies and job requirements. Training **will be** provided to existing employees in order to meet changing job requirements.

Section 3.

The Company shall consider reprimands or disciplinary action **against** an employee **as** cleared from his record after an eighteen (18) month period from the **dale** of issuance provided that there has been no further infractions during this period,

**ARTICLE 29
Effect of Law**

in the event that now or hereafter there **is** any Canadian law or treaty or any directive, order, rule or regulation made pursuant thereto, which **is** in conflict with any provision or provisions of **this** Agreement, between the parties, the same shall supercede such provision or provisions and thereafter shall govern and control the relations and conduct of the parties so long as such law, treaty, directive, order, rule, or regulations shall remain in force and effect. Furthermore it is mutually agreed that within thirty (30) calendar days after such provision or provisions become unlawful, the parties shall meet to discuss a modification of such provision or provisions of **this** Agreement to comply with the law, In all other respects, the provisions of this Agreement shall continue in full force and effect during the duration of this Agreement.

**ARTICLE 30
Complete Agreement**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to **make** demands and proposals with respect to **any** subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties **after** the exercise of that right and opportunity are **set** forth in **this** Agreement. Therefore, the parties for the life of this Agreement, voluntarily and unqualifiedly **waive** that right and **each** agrees that the other shall not **be** obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement. Further, the parties for the life of this Agreement, voluntarily and unqualifiedly waive the right that each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within **the** knowledge or contemplation of any of the parties at the time this Agreement was negotiated or signed.

However, the parties further agree that the Agreement may be amended by mutual consent of the parties during its term and that this Article shall be terminated at such time **as** the entire collective agreement terminates.

**ARTICLE 31
Duration and Renewal of Agreement****Section 1.**

This Agreement **shall** become effective the **1st** day of October, 2003 and shall continue **in** force until the 30th **day** of September, 2009, and thereafter from year to year, unless **terminated** or amended **as** hereinafter provided,

Section 2.

If either party to this Agreement should desire to renew, revise, or **terminate this** Agreement, then not **less** than sixty (60) days nor more than ninety (90) **days** prior to the **15 day** of October, 2009, such party shall **give** written notice thereof together with **particulars** outlining Articles to be **discussed by** registered **mail**.

Section 3.

Within **fifteen** (15) days following receipt of written notice to renew or revise this Agreement, together with the particulars outlining Articles to be discussed, the party receiving said notice **and** particulars **shall be** prepared to exchange detailed **proposal** packages **simultaneously**, and set a mutually agreed **date** upon which negotiations **shall** commence.

Section 4.

The **Company shall** not lockout nor shall the Union or the employees **stop** work during the above proceedings due to the nature of the job. During **any** period after October 1, 2009, that a new or amended contract **is** not agreed upon, **the** full terms and conditions of the existing contract expiring October 1, 2009 **shall** remain in **full** force and effect, until such time as a new agreement **is** reached. Both parties agree to negotiate in *good faith*. If a contract is not agreed upon by the normal expiration date, mediation **will** be a remedy **available** to the parties.

SCHEDULE A**RATE COMPENSATION AND CLASSIFICATION TABLE**

Table	Service	Current Rate	10/1/03	10/1/04	10/1/05	10/1/06	10/1/07	10/1/08
Central Recording Station (CRS)	New Hire	35.80	36.87	37.98	39.12	40.29	41.50	42.75
	6 Months	38.84	40.01	41.21	42.44	43.71	45.03	46.38
	1 Year	40.36	41.57	42.82	44.10	45.43	46.79	48.19
	2 Years	48.74	50.20	51.71	53.26	54.86	56.50	58.20
	3 Years	50.27	51.78	53.33	54.93	56.58	58.28	60.03

(All rates are in Canadian dollars)

A person with **three (3) years** or more at EL-079 **will begin** at the third year rate,

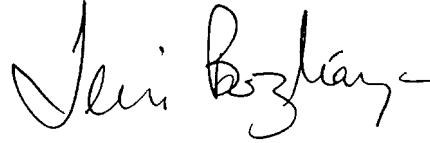
COLLECTIVE AGREEMENT
BETWEEN:

FOR THE UNION



Business Manager/Financial Secretary
Local Union 1541-IBEW

FOR THE COMPANY



Terri Bozkaya
Vice President of
Chugach Alaska Corporation, Parent Company
to Chugach McKinley, Inc.

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