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AGREEMENT

BETWEEN

NASITTUQ CORPORATION

AND

LOCAL UNION 1541 OF THE "INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS"

Effective 01 October 2001- 30 September 2004

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30 August 2001

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LETTERS OF UNDERSTANDING

FOREWORD

The purpose of this Agreement is to establish a framework which will guide both the Company and Local Union 1541 of the "International Brotherhood of Electrical Workers" in implementing a working relationship that will ensure the shared aspirations of a safe, efficient, reputable and competent supplier of superior services, thus providing meaningful work and job satisfaction for Employees.

The Company and the Unionfully recognize the challenge and rewards of adapting to change, supporting and encouraging policies and practices that will reflect their commitment to the following principles and values:

- To achieve a climate of cooperation which will encourage openness and meaningful two-way communication.
- Employees are expected to perform work in their classification. However, under conditions that would adversely affect operational requirements (the Company's ability to meet its contractual obligations to the client), or in an emergency, (a time when a danger to life, limb, environment or extensive property damage exists), employees may be asked to perform duties within their capabilities.
- The Company and the Union recognize that "multi-tasking" is required under the provisions of the NWS contract. The multi-tasking concept means that employees will be given the opportunity to gain experience that will make them more valuable and enable them to reach their maximum potential.
- Classifications have been restructured to include similar job tasking and management will provide cross training, as required, at their discretion.
- Employees will be provided adequate training to enable them to work in a safe and competent manner.
- Recognizing the Northern environment in which the NWS exists, the Company and the Union agree to encourage and participate jointly in employment and training of Northern residents, with the objective being enhanced career opportunities.

The process of completing this Collective Agreement has been innovative, requiring a dedicated effort, discussing the issues in an open and frank manner, while building a relationship of trust and confidence between the Company and the Union.

The continued trust and confidence shown by the Company and the Union will serve to enhance the success of this philosophy. The aim, through the establishment of an Industrial Relations Committee, is to continue to build on this relationship by education, communication, discussion and problem solving.

In achieving the above values and principles the Company and the Union recognize the priority of the strategic and security aspects of the NWS mission.

30 August 2001. 5

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RECOGNITION

Local Union 1541 of the International Brotherhood of Electrical Workers (hereinafter the Union or IBEW) is recognized as the sole bargaining agent for the Department of National Defence North Warning System Contract as certified by 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.

This agreement will remain in effect and binding on any future successors.

MANAGEMENT RIGHTS

The Union recognizes the exclusive right of the Company to manage the affairs of the business and to direct its work force in accordance with its commitments and responsibilities provided the exercise of such rights does not violate the Collective Agreement.

Without limiting the generality of the foregoing, the Company's rights shall include the right to operate and manage the operation in all respects.

- Manage the people in the workforce to include standards of performance;
- determine the location and extent of its operations;
- establish reasonable rules, policies, regulations, practices and procedures (e.g. qualifications, hours of work, approve overtime and leaves of absence);
- establish entitlement to sick leave by acquiring the necessary information such as limitations, restrictions and prognosis, independent medical assessments and medical certificates.

NO STRIKE/NO LOCK OUT

The Union agrees that there will be no strike, work stoppage, work to rule, slowdown, sit down, refusal to handle material or picketing which would stop or interfere with operations, and that if any such action should be taken, it shall instruct its members to carry out the provisions of this agreement by returning to work and performing their duties.

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

UNION RIGHTS

Union Representation

Recognition

The Company shall recognize the Business Manager, Union Executive and Stewards who shall be selected according to Union rules.

Union Executive

The Union Executive shall normally consist of the following members: President, Vice President, Recording Secretary, Treasurer and three (3) Members at Large.

Union Stewards

The Business Manager shall, at his discretion, appoint one (1) Chief Steward and seven (7) Site Stewards. For rotational site staff, the Company will make a good-faith effort to return Stewards to their assigned work location.

Layoff Seniority

The Union Executive and Business Manager hold layoff seniority over all Employees in their respective classifications. Where two or more Union officers are in the same classification family, seniority will be determined by their normal position in the seniority listing.

Union Security

Union Membership

All Employees covered by this Agreement shall become members of the Union within fourteen (14) working days of their employment and shall remain members in good standing during the course of their employment.

Union Dues - Initiation Fees

The Company shall deduct Union dues from the wages earned by each Employee covered by this Agreement and remit same to the Union. The Company shall deduct initiation fees from the wages earned by each Employee covered by the Agreement from a listing provided by the Union.

The Union agrees to save the Company harmless from any and all claims, which may be made by employees against the Company for amounts deducted from pay as provided in this Article. The Union will refund directly to any employee any monies deducted in error, along with confirmation of such refund to the Company.

The Company shall provide a copy of the Collective Agreement at each work location.

The Company shall provide the Union monthly lists of employees covered by this Agreement along with records of Union deductions.

PROBATIONARY PERIOD

Definition

The probationary period is a period of time provided to allow the Company and the newly hired employee to assess each other.

Duration

The first 120 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.

Restriction

No grievance actions may be presented in connection with an employee's discipline or termination during the probationary period. An employee shall not have seniority rights under this agreement during the probationary period.

Exception

An employee rehired with one () ar or more of previously accumulated service may, at the Company's discretion, be exempt from the provisions of this Article.

ARTICLE 6 SENIORITY

Seniority is accrued by permanent Nasittuq NWS employees and is based on the date of placement in their current classification.

When an employee is reclassified from temporary to permanent, they shall accrue seniority retroactive to their first day of continuous service within their current Classification Family.

Seniority for layoff purposes will be determined by total time permanently assigned in a Classification Family within an Operational Group as defined in Article 34.

As a result of any downsizing, transfers of eligible employees will be company initiated in a Classification Family within an Operational Group. Operational Groups are defined in Article 34.

An employee who transfers to another Operational Group within the same Classification Family will maintain their seniority in their previous Operational Group.

In the event that an individual has accrued seniority in a previous permanent assignment in another Classification Family within the same Operational Group, they will be entitled to exercise bumping rights in the event of layoffs.

An employee who is transferred or who exercises bumping rights will be required to successfully complete an appropriate evaluation period/process. A joint Union/Company committee will be established to determine both the evaluation period/process and standards for qualifications.

The seniority rank of two (2) or more employees with identical employment seniority shall be determined in alphabetical order of last name ("A" is most senior).

Seniority for the purpose of recall, in the event of layoff, shall be retained for a period of nine (9) months. After the nine (9) months has ended, any seniority will be lost and employment will be terminated.

For employees taking positions outside the bargaining unit within Nasittuq, seniority shall be retained and accumulated for nine (9) months.

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:

- resignation or other voluntary termination of employment;
- discharge for cause.

PROBLEM SOLVING PROCESS

The Problem Solving Process follows through four (4) stages:

- Complaint Procedure;
- ii) Grievance Procedure;
- iii) Discipline Process; and
- iv) Arbitration Procedure.

Complaint Procedure

The purpose of the Complaint Procedure is to deal with any workplace issue. A complaint form has been developed to resolve issues at that level. The Complaint Procedure, as outlined in Article 36, shall be used prior to a grievance being submitted.

Grievance Procedure

The purpose of the Grievance Procedure is to deal with alleged violation of the Collective Agreement. The employee and the Union have the right to file a grievance relating to the interpretation, application, administration or alleged violation of any provision of this Collective Agreement. Any grievance not submitted in conformity with the time limits specified in Article 36 shall be deemed to have been abandoned and cannot be continued or re-opened. The parties may, by mutual agreement, extend the time limit at any step of the Problem Solving Process.

The Company and the Union expect that grievances shall be resolved without the need to utilize an outside third party. In the event that there is no resolution, the Arbitration Procedure shall apply.

Discipline Process

The Company and the Union agree that all issues should be resolved as quickly as possible at the workplace level, between the employee and the Manager. To foster this concept the problem solving approach to discipline, as outlined in Article 36, has been jointly developed.

Arbitration Procedure

Within thirty (30) calendar days of the expiry of the Grievance Procedure, but not later, the Union or the Company may institute arbitration proceedings, as outlined in Article 36, by written notification to the other party. The written notification will outline the matter of issue and the nature of the relief or remedy sought.

HEALTH, SAFETY AND MORALE

The Company and the Union jointly agree to make every effort to protect the health and safety of all employees in compliance with established health and safety regulations.

Each work location shall have a monthly safety meeting alternately chaired by the Union and the Company, where applicable.

The Safety Committee at each of the five (5) LSS's will consist of the LSS Manager and a maximum of three (3) unionized employees.

Due to NWSCC shift work, the NWSCC safety meeting will have the Safety Representative (union personnel) attending each monthly Joint Operational Safety and Health (JOSH) committee meeting which is held in the underground complex by the Military. If the Safety Representative is unable to attend then a back up union member will attend.

A Central Committee will consist of a union employee, non-union employee and a management representative.

This Committee will be alternately chaired by the Union and the Company and will hold a quarterly teleconference and an annual meeting.

Arctic Clothing

The Company will make available such protective arctic clothing as is necessary to ensure the personal safety of its employees.

Bargaining unit employees will not fly unless they have been supplied with adequate gear for the weather conditions.

SLEEPING BAG ALLOWANCE

The Company will provide up to a maximum of \$50.00 per year for the purchase and/or dry cleaning of a sleeping bag for technicians and logistics personnel based at the LSSs. This will be paid as an expense and appropriate receipts must be provided.

SAFETY FOOTWEAR ALLOWANCE

The Company will provide up to a maximum of \$50.00 per year or \$100.00 over two (2) years for the purchase of safety footwear. This will be paid as an expense and appropriate receipts must be provided.

Food and Accommodation at LRR's

The Company will provide food and accommodation at all LRR site locations at no cost to the employee.

FOOD AND ACCOMMODATION AT SRR'S

In the event that overnighting is required at SRR locations, the Company will provide adequate temporary facilities (food and accommodations) at those locations. It is not the Company's intention to overnight employees at SRR locations during winter months.

Recreation and Morale

The administrators of the Recreation and Morale funds, on behalf of site members at CAM-M and FOX-M, will consist of the LSS Manager and at least one (1) elected employee willing to serve.

The Recreation Committee, after consultation with site personnel may dispose of Recreation Committee purchased items at their discretion.

Substance Abuse

The Company and the Union will continue to provide assistance through the Employee Assistance Program.

COLD WEATHER FLYING

LSS crews will be dispatched to the field at wind-chill factors up to 2250-watts/sq. meter. When wind-chill factors are equal to or exceed 2250-watts/sq. meter, a joint Manager/crew discussion will determine if the trip will proceed. If a member of the crew opts not to go on the trip under these conditions, the Manager has the option of substituting the individual with another employee.

Should the actual temperature exceed Transport Canada airframe limits, the flight will not take place.

POSITION SHARING

There is a requirement to position share one FMT position and one EMT position at LSS-C and LSS-F. The mandatory position share will not interfere with the Company's mandate to have an FMT (Diesel Mechanic) and an FMT (Electrician) on an eight (8) and four (4) rotation.

Other employees may participate in position sharing by mutual consent of the Company and the employees involved.

- 1. Two qualified employees shall hold the same position.
- 2. Normally, one of the employees shall staff the position at all times.
- 3. The position-sharing rotation shall be a minimum of eight (8) weeks on site and eight (8) weeks off site. Alternate position-sharing rotations may be approved on a case-by-case basis.
- 4. In the event there is a shortage of skilled employees, the Company shall advise the Union before temporarily suspending a position-sharing agreement.
- 5. Unless otherwise mutually agreed between the Company and the position-sharing employees, eight (8) weeks notice is required to terminate the position sharing agreement. The intent **c** the notice is to facilitate the transition back into the rotational schedule

DEVELOPMENT POSITIONS

The Company has a requirement for Development positions. These are permanent full time working positions and will be located in various work locations. Development positions performing work within the bargaining unit will be unionized. The intent of this program is to provide the Company with personnel who will be qualified to an entry level in their respected classifications and will fill vacancies as they occur once fully qualified. Preference will be given to Land Claims Beneficiaries when filling these positions. In the event that a Land Claims Beneficiary is not available the Company may still staff the position.

Development position employees will be compensated at 75% of the level of their respective classifications and will progress through the levels to level 5 as per the time frames and the conditions provided in Article 34(Classifications and rates of pay). These employees will then remain at level 5 until such times as they have obtained their required qualifications and until they have been accepted for a vacancy in their classification.

Apprenticeship:

The Company has a requirement to provide an apprenticeship program. The apprentices are expected to fully take part in field and NWSSC activities within their classifications. The intent of the apprenticeship program is to provide the company with licensed journeymen tradespersons who will be qualified for entry level in their respective classifications and be available to fill vacancies as they occur. Apprentices will be expected to apply themselves to obtain a territorial, provincial or inter-provincial license as either a Diesel Mechanic or Electrician which will involve 9000 hours of on the job experience mentored by a licensed journeyman and approximately 30 weeks of college spread over the duration of the apprenticeship.

Failure to obtain a license in their selected trade in a reasonable time frame will be sufficient grounds for dismissal of the employee.

The Company will be responsible for reasonable costs associated with sending the apprentice to college. 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.

In order to gain field experience the NWSSC apprentice will be rotated to an LSS during periods when the LSS apprentice is on leave or at college.

FMT (Diesel Mechanic) and FMT (Electrician) will be expected to train the apprentices in the normal tradition of these trades.

Apprentices will be compensated at 75% of the level of their respective FMT classifications and will progress through their levels based on hours of on the job experience as follows.

Level ■ 0-1800 hrs

Level 2 1800-3600 hrs

Level 3 3600-5400 hrs

Level 4 5400-7200 hrs

Level 5 7200-9000 hrs

Level 5 compensation is equivalent to Level IFMT classification and apprentices on obtaining their license will remain at level 5 of the apprenticeship rate until they are accepted for a vacancy in their FMT classification.

Non-Apprenticeship:

Personnel in these positions are expected to fully take part in operational activities within their classifications. The intent of the program is to provide the Company with personnel who will be qualified for entry level in their respective classifications and be available to fill vacancies as they occur.

These personnel will be expected to apply themselves to obtain all of the qualifications required to reach entry level in their respective classifications.

Failure to obtain the required qualifications in a reasonable time frame will be sufficient grounds for dismissal of the employee.

Mentors will be expected to mentor these positions at no cost to the Company.

TERM EMPLOYEES & SHORT-TERM WORK REQUIREMENTS

TERM EMPLOYEES

A term employee will be employed for a specific period of time, not to exceed six (6) months. In the event of a permanent position being temporarily vacated, except in the case of normal rotational leave, a term employee may be assigned for the duration of the absence.

TEMPORARY EMPLOYEES

Temporary employees are employed to do specific tasks for a specific period of time.

Compensation for term employees will be based on level of skill demonstrated. Rotational term employees will be compensated at the appropriate rate of pay in Article 34. Non-rotational term employees will be compensated at the appropriate rate of pay in Article 34.

SHORT-TERM WORK REQUIREMENTS

The Company agrees to have routine NWS O&M work performed by bargaining unit employees, although at times it may be necessary to have other work performed by outside contractor personnel or term employee(s). Contractors will be used for O&M work, when site personnel are either not available or not qualified to perform the work. Further, contractor personnel will be utilized for specific annual PMI tasking (e.g. furnace inspections).

When scheduled work is estimated to be of less than a total of two (2) weeks duration within a four (4) week period, the Company may source a qualified person from a local community to perform the work with the understanding that union dues will be paid.

When scheduled work is estimated to be of greater than a total of two (2) weeks duration within a four (4) week period, the Company will utilize employees on recall if available.

The Company shall consult with the Business Manager prior to initiating any work that has normally been done by bargaining unit employees.

When a requirement for a chef on a ramp up or other AWR activity is identified, a mandatory work share chef shall be offered the opportunity to staff this position providing it falls within their eight (8) week leave period and does not interfere with their permanent **job** schedule.

STATUTORY HOLIDAYS

The following days are recognized as Statutory Holidays:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

For rotational employees, due to the continuous nature of the operation, all Statutory Holidays shall be a normal day of work. Employees scheduled to work on a Statutory Holiday shall be paid in addition to their normal pay for the day, time and one-half for all hours worked.

When a Statutory Holiday falls during a rotational employee's leave, the employee will be paid for the Statutory Holiday at the appropriate rate of pay according to Article 34.

In the event that a non-rotational employee is required to work on a Statutory Holiday, the employee will be paid in addition to the normal rate of pay, time and one-half for all hours worked.

In the event an employee's day of restfalls on a statutory holiday, the next working day will be considered their statutory holiday for pay purposes only.

ANNUAL VACATION

Employees will accumulate vacation credits according to the following table:

NON-ROTATIONAL EMPLOYEES

Years of Service	No. of Days Annually		
Less than 2: More than 2 and less than 5 More than 5 and less than 15	10 @ 4% of gross earnings 15 @ 6% of gross earnings 20 @ 8% of gross earnings		
More than 15 and less than 25 More than 25	25 @ D %of gross earnings 30 @ 12%of gross earnings		

Vacation should normally be taken in the year that it is earned. Any vacation carry over must be approved in advance **by** management. Vacation, which has been authorized by management, can only be changed by mutual agreement.

ROTATIONAL EMPLOYEES

Percentage to **be** paid every pay period on gross wages.

Years of Service	Percentage of Gross Earnings
Less than 2 More than 2 and less than 5	4% 56%
More than 5 and less than 7	15 8%
More than 15 and less than	10%
More than 25	12%

SITE ROTATION

The standard rotation for all site employees shall be eight (8) weeks on site, four (4) weeks on leave. Exceptions to the standard rotation shall be discussed between the employee and Manager.

Exception to the above applies to those individuals who are on mandatory work sharing.

In keeping with the commitment to encourage northern employment, Northern residents may vary their rotation schedule. A Northern resident is "A person who has established a permanent residence in the NWT, Nunavut, Yukon Territory or Labrador".

ROTATIONAL WORK LOCATIONS (EXCLUDING COMMUNITY BASED LSS'S), HOURS OF WORK AND OVERTIME

Work Week

The work week 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, normally on Sunday.

NWS LRR Sites and Co-Located LSS's

Employees at the NWS LRR sites and co-located LSS's shall work a standard forty-eight (48) hour week consisting of six (6) eight (8) hour days. The eight (8) hour work day shall be worked within a nine (9) hour block of time inclusive of unpaid meal breaks. If the employee is not provided an unpaid break between 1130 hours and 1330 hours, they will be compensated at the applicable overtime rate.

Culinary and Janitorial employees may be assigned a single split shift as part of their eight (8) hour day.

CO-LOCATION ALLOWANCE

For site rotational employees, a co-location allowance will supplement the regular hourly rate in recognition of the need to have the employee on call 24 hours per day/7 days per week. This allowance is not deemed to be for remuneration for work performed.

This allowance will be paid at a rate of 17% of the fifty-two (52) paid hours of a regular six (6) day work week. This fifty-two (52) hours includes eight (8) hours at time and one- half.

Overtime/TIME IN LIEU

The applicable overtime rate is time and one-half the appropriate rate of pay according to Article 34, except for time worked on rest days, which will be at double time the appropriate rate of pay according to Article 34. Time off with pay may be taken in lieu of overtime. Accumulation shall be based on the applicable overtime rate to a maximum of 192 banked hours. Time off with pay shall be taken at the beginning of each employee's time out.

Shift Change

A shift change is a change in the starting time (excluding early start) of an employee's assigned shift or a change in the employee's scheduled day of rest. Except in an emergency, (as defined in the foreword) an employee not given a three (3) calendar day

written notice of a shift change shall be paid an extra four (4) hours at the appropriate rate of pay according to Article 34 for the first shift worked on the revised schedule.

SHIFT WORK

If a rotational employee is required to work outside the hours of 0600 hours to 1800 hours daily, and is not being paid any type of premium, i.e. overtime, call outs, then a shift premium of \$1.25 per hour will be paid. This is exclusive of Leave Travel and Training or Training Travel.

OVERNIGHTING AT UNATTENDEDLRR & SRR

While overnighting at SRR's, crews will normally overnight for three nights and on the fourth night crews will be taken back to the LSS, LRR, or to a nearby community hotel for the night. The LSS crews have the option to extend the minimum stay.

The following conditions will apply during LRR and SRR staging:

- Employees will be paid for actual hours worked. Due to work requirements, hours of work for each individual may vary on a day to day basis.
- Normally scheduled rest days will be considered as work days with applicable overtime rates as per the Collective Agreement.
- Crew staging will normally be scheduled around the regular work week.

UNATTENDEDSRR

- Employees overnighting at an SRR will be compensated based on a fifteen (15) hour work day;
- In emergency situations the work day may exceed fifteen (15) hours;
- Employees not overnighting at an SRR will be compensated for actual hours worked;

UNATTENDEDLER

- Employees overnighting at an LRR will be compensated based on a twelve (12) hour work day;
- In emergency situations the work day may exceed twelve (12) hours;
- Employees not overnighting at an LRR will be compensated for actual hours worked
- In the event of weather delays at LRR sites, employees will be compensated for eight
 (8) hours a day. Overtime may be authorized by the Manager on an as required basis

STAGING AT RAMPED UP LRR'S

- Employees staging for PMI's at a ramped up LRR will be compensated on a twelve (12) hour work day.
- In emergency situations the work may exceed twelve (12) hours.
- In the event of weather delays at LRR sites, employees will be compensated for eight

- (8) hours a day. Overtime may be authorized by the Manager on an as required basis.
- Employees assigned to address non-PMI related work at a ramped up LRR will be compensated on an eight (8) hour work day, six (6) days a week. Overtime may be authorized by the Manager on an as required basis

ADDITIONAL TIME ALLOWANCE (ATA)

In recognition of the additional workload placed upon the Chef(s) and janitorial staff, driven by an increase in site population, an additional time allowance will be paid in accordance with the following overtime authorization scale:

■ Staff	TOTALOT	2 Staff	TOTAL OT	3 Staff	TOTAL OT
0-12	0 Hrs	0-30	0 Hrs	0-45	0 Hrs
13-16	1 Hrs	31-35	2 Hrs	46-50	2 Hrs
17-20	2 Hrs	36-40	4 Hrs	51-55	4 Hrs
21-24	3 Hrs	41-	6 Hrs	55-	6 Hrs
25-28	4 Hrs				
29-	5 Hrs				

The following conditions will apply:

- On days of rest overtime applies based on the site loading that day in part or whole.
- Culinary operations with one staff will have employee work eight (8) hours on day of rest plus overtime authorization per the above scale.
- There is no automatic overtime for inventories or putting food away.
- All overtime must be worked.

ASSIGNMENT OF CO-LOCATED EMPLOYEES TO COMMUNITY BASEDLSS

When CO-Located Rotational employees are assigned to a Community Based LSS, the terms and conditions of the Co Located compensation package will apply.

LEAVE

Bereavement

Bereavement leave will be granted for a death in the immediate family. "Immediate family" is normally interpreted to include spouse, children, parents, brothers, sisters, grandchildren, grandparents, mother-in-law and father-in-law. This leave may be up to a maximum of three (3) weeks.

CO-located and community based rotational employees will be flown to their normal place of residence at the Company's expense.

Employees may be asked to provide a copy of the death certificate.

For all LSSs up to six (6) days of this leave shall be with pay and for North Bay up to five (5) days of this leave shall be with pay.

Union Business

Both parties agree that every effort will be made to accommodate unpaid leave for Union business.

Extended union business leave shall be granted for an employee requesting leave to perform Business Manager duties. After completion of this leave, the employee will be returned to the classification held prior to the leave. In the event this classification no longer exists, the employee may be returned to a mutually agreed upon classification, or take voluntary layoff. An employee on such a leave shall continue to accumulate seniority for the time for which they are on leave. The employee shall be available for work within thirty (30) days of the end of their leave.

The Unionshall notify the Company a minimum of thirty (30) days in advance of the requested dates.

Any costs associated with the granting of the Union Business leave shall be paid by the Union.

The Company/Union shall try to minimize or eliminate such costs.

Compassionate

Both parties agree that unpaid leave for compassionate reasons shall be granted for a serious emergency. The Company may require supporting documentation prior to returning to work

Extended

Rotational employees shall be eligible for extended unpaid leave of twelve (12) weeks after completing every twenty-four (24) months of unbroken service. This leave shall be scheduled by mutual agreement between the employee and the Company. A minimum of twenty-six (26) weeks notice is required. Extended leave would be in conjunction with normal rotational leave. Normal rotational leave travel conditions would apply.

The decision as to the requested date of such leave shall be communicated to the employee by the Company twelve (12) weeks after the request is received. If, due to operational reasons, the requested date cannot be accommodated, a mutually acceptable alternative date shall be scheduled by the employee and the Company.

Other

Other unpaid leaves of absence may be granted on request if staffing permits.

Loss of Leave

If, for an emergency or exceptional operational requirements at the request of the Company, a rotational employee extends their normal rotation schedule on site, the employee will, in addition to receiving the appropriate rate for the work performed, be eligible, subject to operational requirements, for additional unpaid leave at a later date. It is agreed that this leave will not normally accumulate beyond one (1) calendar year.

TRAVEL PAY

Work Travel

All employees travelling between work locations outside of normal working hours shall be paid at the applicable overtime rate.

LEAVETRAVEL

A rotational employee shall receive eight (8) regular hours of pay for their day of departure and day of arrival (does not apply to days of rest). These hours of pay will be eligible for the co-location allowance.

In the event of a weather or mechanical delay while en route to the co-located LSS the employee will receive eight (8) regular hours of pay for each day of delay, excluding normal rest days.

Other Company Business Travel

In the event that an employee is directed to travel to their work location from other Company business such as meetings, training, etc, after completion of a day's work, the employee will be entitled to travel pay to a maximum of eight (8) hours.

TRANSPORTATION

The Company shall provide transportation costs for rotational employees to their place of residence for all normal rotational leave.

A trip means a return trip. "Place of residence" is defined as principal place of residence limited to Canadian destinations. A trip to place of residence means to the nearest airport with regularly scheduled service. The Company will not pay for charter fares. Transportation beyond the nearest airport will be at the most economical ground transportation method available (public transportation or mileage) as an expense (receipt required). Mileage will be expensed at the current expense rate.

SHIFT EXTENSION

If employees are requested during their normal working hours to extend their shift at the finish, they shall be paid in one () ur increments at the applicable overtime rate.

In the event that an early start is required, call out provisions shall apply unless ten (10) hours notice is given prior to the start of the normal shift.

CALL OUTS AND RECURRING ROUTINE FUNCTIONS OUTSIDE NORMAL WORK HOURS

Call Outs

An employee who is called out after completing a scheduled shift shall be paid a minimum of two (2) hours at the applicable overtime rate. A call out must be authorized by the Manager. Work performed during call outs shall normally be for the specific purpose of the call out.

In the event that a call out occurs after 10:00 PM local time a minimum of three (3) hours at the applicable overtime rate shall be paid.

Routine Functions

When an employee is required to perform routine functions outside the basic working hours, they shall be compensated in one (I) our increments at the appropriate overtime rate.

examples of routine functions:

rest day checks.

All routine functions will be performed by Union personnel within their classification.

Exclusions

For the purposes of this Article, the following examples will be considered part of the their compensation package and will not be considered a callout:

- fire checks;
- fire alarms (general response):
- sewage alarms requiring switching action only; and
- * routine resets before 2200 hours.

^{*} Any testing, trouble-shooting or further corrective action beyond the routine resets will be considered a call out and must be authorized by the Manager.

POL OPERATIONS

The Company shall prepare a POL transfer schedule which shall be available immediately prior to the POL season. This schedule shall be divided into 1, 2 or more activities to be carried out by teams of two staff, one of which will be an SPT-POL and one SPO-POL. POL personnelwill be recalled to a specific activity by seniority with the most senior in each classification being assigned to the activity with the greatest duration and laid off at the completion of the activity.

Personnelwill be laid off at the completion of their assigned activity, which will include activity extensions caused by weather delays normally less than two weeks duration, and will not bump into other activities which have a later completion date. Seniority for the purpose of recall shall be retained and accumulated during the layoff period.

Under special circumstances, and depending upon operational requirements, brief leave may be arranged upon the mutual agreement of the Company and the employee.

Outside of the project season, SPT's may be hired without the accompaniment of an SPO as operational requirements may demand.

Supplementary, temporary POL personnel may be hired in addition to the permanent POL staff for concurrent operations, however, temporary POL employees will not be used in such a manner that would mean a reduction in work for the permanent POL employees.

SPO-POL personnel may be assigned as SPT-POL for short periods as required but will return to their own assignment at the end of the requirement and will not amass seniority in that classification. They will be compensated at the SPT level rate corresponding to their SPO level rate for the duration of the assignment.

The permanent hire date is the date the company uses for calculation of vacation entitlement, and in the event of layoff, for severance entitlement. The seniority date is used mainly for recall, in accordance with Article 6.

POL employees are required to contact the Company no later than 1 March each year to declare their availability for work. Upon finalization of the schedule, employees will be contacted by registered mail with a 7-day response period to confirm acceptance of the job offer. In the event that the most senior employee is not available for recall, the next senior employee in the same classification is recalled. However, the Company is under no obligation to make up lost time for an employee who was unavailable for work. If a permanent POL employee declines a job offer his/her recall rights will expire immediately and severance paid out.

TEAM COORDINATORS

ON SITE TEAM COORDINATOR

If an employee is assigned, at the discretion of the Manager, to the position of On Site Team Coordinator, the employee shall receive a premium of five percent (5%) above the employee's applicable rate for the period of time assigned to this position.

OFF SITE TEAM COORDINATOR

If an employee is assigned, at the discretion of the Manager, to the position of Off Site Team Coordinator, the employee will be paid in addition to their normal pay a premium of seven-and-one-half percent (7.5%) for all hours worked. Hours worked outside normal working hours will be compensated at the applicable overtime rate plus 7.5%.

Team Coordinators shall be entitled to the shift work premium as per Article 15.

The Company will give preference to volunteers when selecting team coordinators **but** reserves the right to appoint when necessary.

WORK IN A HIGHER CLASSIFICATION

An employee assigned duties in a higher rated classification will receive the second higher rate of pay above their current rate in the new classification. The employee will be compensated this hourly rate for actual hours worked in the higher classification.

RELIEF MANAGER/SUPERVISOR

When fulfilling the role of Manager/Supervisor, compensation shall be at the rate of ten percent (10%) above the employee's applicable rate of pay as per Article 34.

An employee would not normally hold the position of relief Manager for more than 120 working days in a year. In the event the period may extend from 121–240 days, the Business Manager will be consulted regarding the extension.

OFF SITE COMPENSATION

Rotational employees assigned by the Company to an off-site location, e.g. the CMO, shall be compensated at the appropriate hourly rate (including the appropriate allowance if applicable) on the basis of a minimum of forty-eight (48) hours a week. Such Employees would be expected to work forty-eight (48) hours per week during the period of assignment.

Employees who have not worked on a rotational basis shall be compensated at the appropriate hourly rate on the basis of a minimum of forty **(40)** hours a week.

Community based rotational employees assigned **by** the Company to an off-site location, e.g. the CMO, shall be compensated at the appropriate hourly rate (including the appropriate allowance if applicable) on the basis of a minimum of forty (40) hours a week. Such employees would be expected to work forty (40) hours per week during the period of assignment.

TRAINING

Preference will be given to employees by seniority in scheduling of training, provided the employees have the required qualifications. Exceptions to the above will be reviewed with the Business Manager in advance, e.g. operational requirements. In addition, the Industrial Relations Committee (IRC) will include issues surrounding training and its scheduling as part of the IRC agenda.

(FIRE SYSTEMS AND EQUIPMENT)

Fire detection and suppression systems:

The Company has a new, mandated requirement to use only certified Technicians for maintenance of fire detection and fire suppression systems at NWS line sites. As a result of this requirement EMT, CBEMT, EMT-D, FMT, CBFMT and FMT-D classifications will require certification on fire detection systems and the CBFMT, FMT and FMT-D classifications will require certification on fire suppression systems. The Company will provide the appropriate courses for these certifications at no cost to the employees and the employees will be expected to apply themselves to obtain the certification. Failure to obtain the required certifications will be sufficient grounds for dismissal. Any employee who has made a determined effort to pass the course on their first opportunity but who fails will be provided with a second opportunity.

Fire fighting and containment:

All permanentLSS staff, SMAT staff and ramp-up staff will be expected to complete a fire awareness and fire fighting course. This course, known as National Fire Protection Association (NFPA-600), has a duration of 4 days and will be delivered in the field by the Fire Marshall. As well as the initial course, staff will also be provided with ongoing refresher training.

All visitors to NWS line sites with a visit duration of greater than twenty four (24) hours and who have not received NFPA-600 training, will be expected to take a four (4) hour fire awareness course known as Personal First Aid Fire Fighting Equipment (PFAFFE). This training will be delivered in the field by anyone who has received NFPA-600 training. Refresher training in PFAFFE is required every four (4) years.

IN-SCOPE JOB POSTING

Permanent positions will be posted internally on bulletin boards for a period of three (3) weeks. Should there be a requirement to change the posting period, the Business Manager will be consulted. The Business Manager will inform individuals on leave.

The Company reserves the right to simultaneously post the position internally and advertise externally. Employees under the scope of this agreement will be considered before external applicants.

In reviewing applications, the following factors will be considered (in no particular order): related ability, qualifications, performance, and length of service.

All applicants will receive a personal reply to their application.

WORKPLACE HARASSMENT

It is IBEW and Nasittuq's objective to provide a working environment free from harassment.

The Union and the Company recognize that every employee has a right to freedom from harassment and violence in the workplace. This includes the application of force, threat with or without a weapon and severe verbal abuse.

Please refer to Nasittuq's Company Policy, which may be amended from time to time at the discretion of the Company. Every employee will be given a copy of the Nasittuq Company Policy.

SEVERANCE ENTITLEMENT

In the event that the Company must initiate layoffs, all affected permanent employees with a minimum of twelve (12) months continuous service will be entitled to severance pay as follows:

- more than one year and less than 5 years of service: 7.5 days per year of service
- more than 5 years of service: 10 days per year of service

The minimum severance entitlement for eligible employees will be ten (10) days.

Severance is calculated on rate of pay at time of severance, and for co-located LSS employees, the rate includes the co-location allowance.

Employees will be eligible for severance payment on the expiration of their recall rights or on written authorization received by the Union on behalf of the employee waiving their recall rights.

NORTH WARNING SYSTEM CONTROL CENTRE (NWSCC)

HOURS OF WORK

- Employees at the NWSCC shall work an average of thirty-four (34) hours per week based on a five (5) week cycle.
- Each Employee normally works two (2) consecutive periods of seven (7) days on and five (5) days off, and one cycle of seven (7) days on followed by four (4) days off.
- Shift employees normally have three (3) short changes from days to midnight only and on designated days (Tuesday, Thursday, Sunday), in a five (5) week schedule; and work a minimum of fifty-six (56) hours in a pay period.
- Shift employees can be scheduled for a maximum of ten (10) consecutive shifts in a row, with a minimum of two (2) days off before start of next shift.
- Employees scheduled to work more than ten (10) consecutive shifts in a row shall be compensated at time and one half for a maximum of two consecutive shifts.
- Any regular hours worked over 200 hours within a five (5) week cycle shall be compensated at time and one-half. This 200 hours shall be reduced by 8 hours for every day the employee is on paid bereavement leave, annual vacation, statutory holiday, or leave of absence with pay.
- Those individuals who are required to work more than eight (8) hours in a given day will be compensated at the applicable overtime rate for those hours worked over eight (8) in a day.
- A minimum of thirty-two (32) hours or four (4) days is required to make the transition from 200 hour rule to forty (40) hour week (i.e. training).

The hourly rate of pay for the NWSCC classifications will apply, as per Article 34. The hourly rate recognizes the rotational nature of the shift and shift hand-over requirements.

In recognition of special access controls in place, the NWSCC work shift will consist of eight (8) paid hours as follows:

- 7 1/2 hours work time;
- 1/2 hour travel time/shift hand over:
- 1/2 hour unpaid meal break.

It is expected that an employee will normally take their meal break during the following time periods:

Day Shift
Evening Shift
Night Shift
1130 hours to 1330 hours;
1700 hours to 1900 hours; and
0200 hours to 0400 hours.

It is understood that no more than one (1) shift person may be on a meal break at one time. In the event that an Employee is not able to take their meal break during the above time periods, they will be entitled to overtime at the applicable overtime rate.

OPTIONAL MEETINGS

Employees requested by the NWSCC Manager to attend a meeting outside of a scheduled shift, will be compensated at the straight time hourly rate to a maximum of two hours. Mandatory meetings will be compensated at the applicable overtime rate.

Shift Change Notice

Voluntary acceptance of additional shifts does not constitute a shift change.

SHIFT WORK

If an employee is required to work outside the hours of 0600 hours to 1800 hours daily, and is not being paid any type of premium, i.e. overtime, call outs, then a shift premium of \$1.25 per hour will be paid. The shift premium will be paid on statutory holidays worked. This is exclusive of Leave Travel and Training or Training Travel.

OTHER

If during the five (5) week averaging period, an employee is assigned to an LSS work location then that specific LSSs condition shall apply. The averaging period will be reduced by forty (40) hours for every week that the employee works at the LSS.

Example: Employee works three (3) weeks at the SCC and two (2) weeks at the LSS. The averaging period is calculated as three (3) weeks x forty (40) hours = 120 hours. Overtime would be paid for any hours worked in the SCC over 120 hours during those three (3) weeks. Time worked at the LSS will be in accordance with the collective agreement.

North Bay employees who are required to fly to Ottawa will be compensated at two (2) hours for travel time for travel outside of the normal work day. If the employee chooses to drive, the maximum of two (2).hoursapplies. If the Company directs the employee to drive, the employee will be compensated for four hours.

The training at the SRD will consist of eight (8) hours a day excluding a half hour for lunch. Normal starting time will be 8:00 a.m. at the SSC. Normal quitting time will be 4:30 p.m. at the SSC. There will be no overtime during SRD training unless authorized by Management.

SHIFT CHANGE

An employee not given a three (3) calendar day written notice of a shift change shall be paid an extra four (4) hours at the appropriate rate of pay for the first shift worked on the

revised schedule.

ROCC TRAVEL

If an employee is delayed for more than one half hour from leaving the Underground Complex, after being relieved from duty, due to both portals being closed, the employee will be paid one hour at regular rate of pay for the first sixty (60) minutes and in one half hour increments after that.

Furthermore, if only the South portal is open to traffic, the employee can walk out and the taxi fare will be paid to the North portal parking lot, provided a shuttle is not available.

HOLIDAY PAY

NWSCC employees may defer payment for hours worked on a statutory holiday. This deferral would be to the first pay period following the holiday in which only seven (7) normally scheduled shifts occur.

An employee who elects to defer payment must send the NWSCC Supervisor an email no later than one (1) month before the holiday occurs. The employee will be responsible for making the time accounting entry in the appropriate pay period and will be required to include a comment explaining which holiday the pay has been deferred from.

In the event an employee's day of rest falls on a statutory holiday, the next working day will be considered their statutory holiday for pay purposes only (time and one half).

NORTH WARNING SYSTEM SUPPORT CENTRE (NWSSC)

Hours of Work

Employees based at the NWSSC North Bay shall work 37.5 hours per week. The seven and one half (7.5) hour work day shall be worked within a eight and one half (8.5) hour block of time inclusive of a one (1) hour unpaid break.

OVERTIME

Any hours worked either over thirty seven and a half (37.5) hours in a work week or over seven and a half (7.5) hours in a day will be compensated at a rate of time and one-half as per Article 34.

If an employee was to work on a Saturday or Sunday he/she would receive overtime for all hours worked that day.

Work assigned for Sunday will be at double time. If an employee chooses to do work assigned for a Saturday on a Sunday, a rate of time and one-half will apply.

All overtime must be authorized in advance by the NWSSC Manager or his designate.

AWR

Overtime incurred under cost recoverable AWR cannot be banked.

VERIFICATION AND FIELD SUPPORT

 Some NWSSC employees, covered under the terms of this agreement, will be assigned to provide on-site verification of systems and equipment and to provide onsite support to an LSS. This may involve completing PMI's and corrective maintenance. When employees are assigned to this requirement the terms and conditions of a CO-located LSS shall apply for the duration of the assignment.

LSS SUPPORT

Some Union NWSSC employees may on occasion be required to backfill positions at LSS's. Applicable LSS rates and work provisions will apply, with room and board provided by the Company.

Time in Lieu

Time off with pay may be taken in lieu of overtime and will be mutually agreed to, in advance, by both parties.

Accumulation shall be based on the applicable overtime rate, to a maximum of 120 banked hours i.e. sixteen (16) days.

Time off in lieu of overtime shall be accumulated and taken or paid within the calendar year in which earned/accumulated.

Unpaid Leave

Subject to operational requirements, unpaid leave should be authorized if requested.

Statutory Holiday

Normally, NWSSC employees will not work on Statutory Holidays. In the event that an NWSSC employee is required to work on a Statutory Holiday, the employee will be paid in addition to the normal rate of pay, time and one-half for all hours worked.

OTHER

North Bay employees who are required to fly to Ottawa will be compensated at two (2) hours for travel time for travel outside of the normal work day. If the employee chooses to drive, the maximum of two (2) hours applies. If the Company directs the employee to drive, the employee will be compensated for four (4) hours.

The training at the SRD will consist of eight (8) hours a day excluding one half hour for lunch. Normal starting time will be 8:00 AM at the SSC. Normal quitting time will be 4:30 PM at the SSC. There will be no overtime during SRD training unless authorized by management.

For Company directed business or training travel on Sunday the rate will be at double time.

COMMUNITY-BASEDLSSs

It is intended that community based LSS positions will be staffed by employees who will reside in the communities. However it is understood that the Company may not be able to staff all positions with community based employees and in these instances, employees will be community based on a rotational basis, and the terms and conditions of community based rotational employees contained in this article will apply.

COMMUNITY BASED ROTATIONAL EMPLOYEES

In the event that a position cannot be staffed by a community based resident the following terms will apply:

- a Community based rotational employees shall work an eight (8) weeks at the LSS, four (4) weeks on leave
- a Vacation pay will be in accordance with Article 13 NWS rotational employees
- a Trip entitlement will not apply to community based rotational employees
- Location allowance will only apply during an employee's work cycle and will not apply during vacation periods
- It is the Company's intent to provide crew accommodation, and when this occurs a reasonable rent will be deducted through payroll and no other expenses can be claimed
- When the Company is unable to provide crew accommodation, the employee will arrange for his own accommodation and the following expenses may be billed to the Company to a maximum of \$30.00 per day during vacation periods provided original receipts are included with the expense claim:
 - Rent
 - Hydro
 - Telephone basic
- Time off with pay may be taken in lieu of overtime. Accumulation shall be based on the applicable overtime rate to a maximum of 192 banked hours. Time off with pay shall be taken at the beginning of each employee's time out.
- Community based rotational employees may be required to rotate between community based LSS's and the specific location allowance will apply
- A community based rotational employee shall receive eight (8) regular hours of pay for their day of departure and day of arrival (does not apply to days of rest). These hours of pay will be eligible for the location allowance. In the event of a weather or mechanical delay while en route to the LSS community the employee will receive eight (8) regular hours of pay for each day of delay, excluding normal rest days.
- Conditions in Article 32 that do not conflict with the above shall apply to community based rotational employees

WORK WEEK

Employees at the community based LSSs shall work a standard forty (40) hour work week consisting of five (5), eight (8) hour days based on a fifty two (52) week work year.

Overtime / Time in Lieu

Any hours worked either over forty (40) hours in a work week or over eight (8) hours in a day will be compensated at a rate of time and one-half. Work assigned for Sunday will be at double time. If an employee chooses to do work assigned for a Saturday on a Sunday, a rate of time and one-half will apply.

Time off with pay may be taken in lieu of overtime. Accumulation shall be based on the applicable overtime rate, to a maximum of 160 banked hours i.e. twenty (20) days. Time off in lieu of overtime shall be accumulated and taken or paid within the calendar year in which earned/accumulated. Time off in lieu shall be taken by mutual agreement.

Community Based LSS personnel will be compensated at the co-located applicable overtime hourly rate for overtime hours at an LRR/SRR.

OVERNIGHTING AT UNATTENDED LRR & SRR

While overnighting at SRR's, crews will normally overnight for three (3) nights and on the fourth night crews will be taken back to the LSS, LRR, or to a nearby community hotel for the night. The LSS crews have the option to extend the minimum stay.

The following conditions will apply during LRR and SRR staging:

- Employees will be paid for actual hours worked. Due to work requirements, hours of work for each individual may vary on a day to day basis.
- Normally scheduled rest days will be considered as work days with applicable overtime rates as per the Collective Agreement.
- Crew staging will normally be scheduled around the regular work week.

UNATTENDED SRR

- Employees overnighting at an SRR will be compensated based on a fifteen (15) hour work day:
- In emergency situations the work day may exceed fifteen (15) hours;
- Employees not overnighting at an SRR will be compensated for actual hours worked:

UNATTENDED LRR

 Employees overnighting at an LRR will be compensated based on a twelve (12) hour work day;

- In emergency situations the work day may exceed twelve (12) hours;
- Employees not overnighting at an LRR will be compensated for actual hours worked
- In the event of weather delays at LRR sites, employees will be compensated for eight (8) hours a day. Overtime may be authorized by the Manager on an as required basis

STAGING AT RAMPED UP LRR'S

- Employees staging for PMI's at a ramped up LRR will be compensated on a twelve (12) hour work day.
- In emergency situations the work may exceed twelve (12) hours.
- In the event of weather delays at LRR sites, employees will be compensated for eight (8) hours a day. Overtime may be authorized by the Manager on an as required basis.
- Employees assigned to address non-PMI related work at a ramped up LRR will be compensated on an eight (8) hour work day, six (6) days a week. Overtime may be authorized by the Manager on an as required basis. (Community Based Rotational employees will be used whenever possible).

LSS employees that are staging overnight away from the LSS will only be scheduled up to a maximum of seven (7) calendar days, and returned to the LSS for a minimum of two (2) days, one of which normally will be a business day.

Unpaid Leave

Subject to operational requirements, unpaid leave should be authorized if requested.

Statutory Holiday

Normally, community based LSS employees will not work on Statutory Holidays. In the event that a community based LSS employee is required to work on a Statutory Holiday, the employee will be paid in addition to the normal rate of pay, time and one-half for all hours worked.

TRIP ENTITLEMENT

Employees who work in Inuvik will be entitled to two (2) paid return trip ticket(s) per calendar year to Edmonton, Alberta, or equivalent.

Employees who work in Iqaluit will be entitled to two (2) paid return trip ticket(s) per calendar year to Montreal, Quebec or equivalent.

Employees who work in Goose Bay will be entitled to two (2) paid return trip ticket(s) per calendar year to Montreal, Quebec, or equivalent.

Individuals eligible for trips will be limited to; employee, spouse, and up to three (3) dependents. "Dependents" is defined as children up to the age of 18, or up to the age of 21 as long as they are in school or attending a post-secondary institute.

It is understood that trips not taken cannot be redeemed for cash equivalency. All trips will be booked by the Employee through the LSS Manager. Air fare up to the 30 day advance booking rate will apply.

LOCATION ALLOWANCE - INUVIK

Employees working in Inuvik will be eligible to receive the weekly location allowance of \$547.86.

This location allowance, less applicable deductions is paid in lieu of northern cost of living allowances and housing subsidies and is intended to offset the cost differential between Northern and Southern communities.

LOCATION ALLOWANCE - IQALUIT

Employees working in Iqaluit will be eligible to receive the following weekly location allowance of \$750.00.

This location allowance, less applicable deductions is paid in lieu of northern cost of living allowances and housing subsidies and is intended to offset the cost differential between Northern and Southern communities.

In addition, Iqaluit employees will be eligible for the following air freight shipping cost subsidy. The subsidy is per family and based on number of family members.

One **T** mily member \$1,700.00 per year; Two (2) family members \$1,950.00 per year; and More than 2 family members \$2,200.00 per year

To claim this subsidy, employees will be required to submit an expense claim and appropriate receipts twice a year.

STAND BY TIME

In the event that an employee is asked by the LSS Manager to standby for a possible weekend flight the following conditions shall apply.

- a) the employee(s) who are required for a flight shall be informed of the possibility of a weekend flight prior to the end of the work day on Friday;
- b) the LSS Manager shall release the employee from the standby mode at the earliest opportunity:
- an employee shall take time off in lieu of time spent in the standby mode. This time will be accumulated in half day increments. Lieu time shall be

taken at a mutually agreed upon date by the LSS Manager and the Employee;

in the event that the flight takes place at any time during the day, no time off will be granted.

In the event that an employee has a known call-out (Monday to Friday) occurring a minimum of three (3) hours after the completion of the regular work day, one (1) hour of regular time shall be granted as time in lieu for this stand by time.

OTHER

In the event that an employee is assigned on a temporary basis to other work locations, that specific work location conditions shall apply.

INDUSTRIAL RELATIONS COMMITTEE

The Company and the Union agree to establish a standing Industrial Relations Committee (IRC) and which will convene at least annually.

The Committee will consider matters relating to technological change, employee relations and Collective Agreement issues, make recommendations and then effect changes, as appropriate after Union Membership and Sr. Management approval.

The Committee will normally consist of an equal number of representatives from the Company and the Union. Each of the parties will name its own representatives to the Committee and may change its representatives if required. The parties will use their best efforts to ensure that their representatives are also members of their respective negotiating committees.

The Company and Union will be responsible for their own costs to attend these meetings.

CLASSIFICATIONS AND RATES OF PAY

- 1. Site rotational employees shall receive co location allowance in recognition of working away from home and flexibility of their work time. (Article 15)
- 2. It is expected that an employee shall improve in demonstrated skill over the first two years of employment. In recognition of this fact, progression rates of pay shall occur. Progression in rates of pay shall occur every 120 working days but may be delayed for documented disciplinary action that is in progress. The Business Manager shall be notified by the Company in the event normal progression is delayed. Employees at the NWSSC will progress in 6 month intervals from their date of hire.

Step	75%of top rate*
Step 2	85% of top rate
Step 3	90% of top rate
Step 4	95% of top rate
Step 5	100% of top rate

^{*}Step 1 is the start rate for a qualified individual.

Development positions shall progress as per Article 10.

- 3. The rates of pay and working conditions of any new classifications created during the term of this agreement shall be discussed and mutually agreed with the Union.
- 4. In recognition of the evolution toward full operational capability of the North Warning System mission and continual improvement in operational efficiency, adjustments to wage rates in this collective agreement reflect the current economic environment.

Following are the wage rate adjustments:

A) Effective 01 October, 2001: Wage Rate Increase = \$0.75 per hour for all unionized employees for each year of the contract.

B) In order to achieve wage parity amongst the following classifications:

FMT (Diesel Mechanic) CBFMT (Diesel Mechanic)

FMT (Electrician) CBFMT (Electrician)

FMT CBFMT

FMT (Vehicle) FMT (NB)

EMT CBEMT

EMT (NB)

NWSCC Technician

A supplemental wage rate increase of up to \$0.76 per hour will be applied to the lower wage rates in these classifications until such time as parity in the hourly rate has been achieved.

CLASSIFICATIONS AND RATES OF PAY

HOURLY RATES JOB CLASSIFICATION

STEP 1 75%	STEP 2 85%	STEP3 90%	STEP 4 95%	STEP 5 100%
Electronics Maintena	anceTechnician			
Current 24.22 October 1, 2001 24.78 October 1, 2002 25.34	27.45 28.08 28.72	29.06 29.74 30.41	30.68 31.39 32.10	32.29 33.04 33.79
October 1, 2003 25.91	29.36	31.09	32.81	34.54
Electronics Maintena	nce Technician	D		
October 1, 2001 18.59 October 1, 2002	21.06	22.30	23.54	24.78
19.01 October 1, 2003 19.43	21.54 22.02	22.81 23.32	24.0724.61	25.34 25.91
Facilities Maintenand	ce Technician (A	LL)		
Current 24.22 October 1, 2001 24.78	27.45 28.08	29.06 29.74	30.68 31.39	32.29 33.04
October 1, 2002 25.34 October 1, 2003	28.72	30.41	32.10	33.79
25.91	29.36	31.09	32.81	34.54
Facilities Maintenand	ce Technician D			
October 1, 2002 18.59 October 1, 2003	21.06	22.30	23.54	24.78
19.01 October 1, 2004	21.54	22.81	24.07	25.34

19.43 22.02 23.32 24.61 25.91

Heavy	Equipment	Operator
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19.37	21.95	23.24	24.53	25.82
October 1, 2001 19.93 October 1, 2002	22.58	23.91	25.24	26.57
20.49 October 1, 2003	23.22	24.59	25.95	27.32
21.05	23.86	25.26	26.67	28.07
Janitor/Labourer				
Current 14.93	16.92	17.91	18.90	19.90
October 1, 2001 15.46 October 1, 2002	17.55	18.59	19.62	20.65
16.05 October 1, 2003	18.19	19.26	20.33	21.40
16.61	18.83	19.94	21.04	22.15
Chef				
Current 19.67 October 1, 2001	22.29	23.60	24.91	26.22
20.23 October 1, 2002	22.92	24.27	25.62	26.97
20.79 October 1, 2003	23.56	24.95	26.33	27.72
21.35	24.20	25.62	27.05	28.47
Warehouseperson				
Current 20.87	23.65	25.04	26.43	27.82
October 1, 2001 21.43	24.28	25.71	27.14	28.57
October 1, 2002 21.99 October 1, 2003	24.92	26.39	27.85	29.32
October 1, 2003 22.55	25.56	27.06	28.57	30.07

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0				
Current 16.23	18.39	19.48	20.56	21.64
October 1, 2001 16.79	19.03	20.15	21.27	22.39
October 1, 2002 17.36	19.67	20.83	21.98	23.14
October 1, 2003 17.92	20.31	21.50	22.70	23.89
Administration Clerk	(I			
Current				
14.22 October 1, 2001	16.12	17.06	18.01	18.96
14.78 October 1, 2002	16.75	17.74	18.72	19.71
15.35 October 1, 2003	17.39	18.41	19.44	20.46
15.91	18.03	19.09	20.15	21.21
Special Projects Tec	chnician			
Current				
25.53	28.93	30.64	32.34	34.04
25.53 October 1, 2001 26.09	28.93 29.57	30.64 31.31	32.34 33.05	34.04 34.79
25.53 October 1, 2001 26.09 October 1, 2002 26.66				
25.53 October 1, 2001 26.09 October 1, 2002	29.57	31.31	33.05	34.79
25.53 October 1, 2001 26.09 October 1, 2002 26.66 October 1, 2003	29.57 30.21 30.85	31.31 31.99	33.05 33.76	34.79 35.54
25.53 October 1, 2001 26.09 October 1, 2002 26.66 October 1, 2003 27.22 Special Projects Ope	29.57 30.21 30.85	31.31 31.99	33.05 33.76	34.79 35.54
25.53 October 1, 2001 26.09 October 1, 2002 26.66 October 1, 2003 27.22 Special Projects Open Current 15.81	29.57 30.21 30.85	31.31 31.99	33.05 33.76	34.79 35.54
25.53 October 1, 2001 26.09 October 1, 2002 26.66 October 1, 2003 27.22 Special Projects Ope Current 15.81 October ■ 2001 16.37	29.57 30.21 30.85 erator	31.31 31.99 32.66	33.05 33.76 34.48	34.79 35.54 36.29
25.53 October 1, 2001 26.09 October 1, 2002 26.66 October 1, 2003 27.22 Special Projects Ope Current 15.81 October ■ 2001	29.57 30.21 30.85 erator 17.92	31.31 31.99 32.66 18.97	33.05 33.76 34.48 20.03	34.79 35.54 36.29 21.08

Current				
22.66	25.68	27.19	28.70	30.21
October 1, 2001 23.79	26.96	28.55	30.13	31.72
October 1, 2002 24.92	28.25	29.91	31.57	33.23
October 1, 2003 25.91	29.36	31.09	32.81	34.54
Community Based El	ectronics Maint	enanceTechnicia	an D	
Octobor 1 2001				
October 1, 2001 17.84	20.22	21.41	22.70	23.79
October 1, 2002 18.69	21.18	22.43	23.67	24.92
October 1, 2003 19.43	22.02	23.32	24.61	25.91
Community Based Fa	acilities Mainten	anceTechnician	(ALL)	
Current				
22.66 October 1, 2001	25.68	27.19	28.70	30.21
23.79 October 1, 2002	26.96	28.55	30.13	31.72
24.92	28.25	29.91	31.57	33.23
October 1, 2003 25.91	29.36	31.09	32.81	34.54
Community Based Fa	acilities Maintena	ance Technician	D	
October ■ 2001				
17.84 October ■ 2002	20.22	21.41	22.70	23.79
18.69 October 1, 2003	21.18	22.43	23.67	24.92
19.43	22.02	23.32	24.61	25.91
Community Based W	arehouseperso	n		
Current				
19.10	21.65	22.92	24.20	25.47
October ■ 2001 19.67	22.29	23.60	24.91	26.22

October 1, 2002 20.23

22.92

24.27

25.62

26.97

Community Based Administration Clerk II Current	October 1, 2003 20.79	23.56	24.95	26.33	27.72
16.23 18.39 19.48 20.56 21.64 October 1, 2001 16.79 19.03 20.15 21.27 22.39 October 1, 2002 17.36 19.67 20.83 21.98 23.14 October 1, 2003 17.92 20.31 21.50 22.70 23.89 Community Based Administration Clerk I Current 14.22 16.12 7.06 18.01 18.96 October 1, 2001 14.78 16.75 7.74 18.72 19.71 October 1, 2002 15.35 17.39 8.41 19.44 20.46 October 1, 2003 15.91 18.03 9.09 20.15 21.21 NWSCC Technician Current 24.22 27.45 29.06 30.68 32.29 October 1, 2001 24.78 28.08 29.74 31.39 33.04 October 1, 2002 25.34 28.72 30.41 32.10 33.79 October 1, 2003 25.91 29.36 31.09 32.81 34.54 NWSCC Support Specialist Current 15.13 17.15 18.16 19.17 20.18 October 1, 2002 15.70 17.79 18.84 19.88 20.93 October 1, 2002 16.26 18.43 19.51 20.60 21.68 October 1, 2002 16.26 18.43 19.51 20.60 21.68	Community Based A	dministration Cl	erkll		
October1, 2002 17.36 19.67 20.83 21.98 23.14 October1, 2003 17.92 20.31 21.50 22.70 23.89 Community Based Administration Clerk I Current 14.22 16.12 7.06 18.01 18.96 October1, 2001 14.78 16.75 7.74 18.72 19.71 October1, 2002 15.35 17.39 8.41 19.44 20.46 October1, 2003 15.91 18.03 9.09 20.15 21.21 NWSCC Technician Current 24.22 27.45 29.06 30.68 32.29 October1, 2001 24.78 28.08 29.74 31.39 33.04 October1, 2002 25.34 28.72 30.41 32.10 33.79 October1, 2003 25.91 29.36 31.09 32.81 34.54 NWSCC Support Specialist Current 15.13 17.15 18.16 19.17 20.18 October 1 2001 15.70 1	16.23	18.39	19.48	20.56	21.64
17.36 19.67 20.83 21.98 23.14 October 1, 2003 17.92 20.31 21.50 22.70 23.89 Community Based Administration Clerk I Current 14.22 16.12 7.06 18.01 18.96 October 1, 2001 14.78 16.75 7.74 18.72 19.71 October 1, 2002 15.35 17.39 8.41 19.44 20.46 October 1, 2003 15.91 18.03 9.09 20.15 21.21 NWSCC Technician Current 24.22 27.45 29.06 30.68 32.29 October 1, 2001 24.78 28.08 29.74 31.39 33.04 October 1, 2002 25.34 28.72 30.41 32.10 33.79 October 1, 2003 25.91 29.36 31.09 32.81 34.54 NWSCC Support Specialist Current 15.13 17.15 18.16 19.17 20.18 October 1, 2001 15.70 17.79 18.84 19.88 20.93 October 1, 2002 16.26 18.43 19.51 20.60 21.68 October 1, 2002		19.03	20.15	21.27	22.39
17.92 20.31 21.50 22.70 23.89 Community Based Administration Clerk I Current 14.22 16.12 7.06 18.01 18.96 October 1, 2001 14.78 16.75 7.74 18.72 19.71 October 1, 2002 15.35 17.39 8.41 19.44 20.46 October 1, 2003 15.91 18.03 9.09 20.15 21.21 NWSCC Technician Current 24.22 27.45 29.06 30.68 32.29 October 1, 2001 24.78 28.08 29.74 31.39 33.04 October 1, 2002 25.34 28.72 30.41 32.10 33.79 October 1, 2002 25.34 28.72 30.41 32.10 33.79 NWSCC Support Specialist Current 15.13 17.15 18.16 19.17 20.18 October 1 2001 15.70 17.79 18.84 19.88 20.93 October 1, 2002 16.26 18.43 19.51 20.60 21.68 October 1 2003	17.36	19.67	20.83	21.98	23.14
Current	·	20.31	21.50	22.70	23.89
14.22 16.12 7.06 18.01 18.96 October 1, 2001 14.78 16.75 7.74 18.72 19.71 October 1, 2002 15.35 17.39 8.41 19.44 20.46 October 1, 2003 15.91 18.03 9.09 20.15 21.21 NWSCC Technician Current 24.22 27.45 29.06 30.68 32.29 October 1, 2001 24.78 28.08 29.74 31.39 33.04 October 1, 2002 25.34 28.72 30.41 32.10 33.79 October 1, 2003 25.91 29.36 31.09 32.81 34.54 NWSCC Support Specialist Current 15.13 17.15 18.16 19.17 20.18 October 1, 2001 15.70 17.79 18.84 19.88 20.93 October 1, 2002 16.26 18.43 19.51 20.60 21.68 October 1, 2003	Community Based A	dministration Cl	lerk I		
14.78 16.75 7.74 18.72 19.71 October 1, 2002	14.22	16.12	7.06	18.01	18.96
15.35 17.39 8.41 19.44 20.46 October 1, 2003 15.91 18.03 9.09 20.15 21.21 NWSCC Technician Current 24.22 27.45 29.06 30.68 32.29 October 1, 2001 24.78 28.08 29.74 31.39 33.04 October 1, 2002 25.34 28.72 30.41 32.10 33.79 October 1, 2003 25.91 29.36 31.09 32.81 34.54 NWSCC Support Specialist Current 15.13 17.15 18.16 19.17 20.18 October ■ 2001 15.70 17.79 18.84 19.88 20.93 October 1, 2002 16.26 18.43 19.51 20.60 21.68 October ■ 2003	14.78	16.75	7.74	18.72	19.71
15.91 18.03 9.09 20.15 21.21 NWSCC Technician Current 24.22 27.45 29.06 30.68 32.29 October 1, 2001 24.78 28.08 29.74 31.39 33.04 October 1, 2002 25.34 28.72 30.41 32.10 33.79 October 1, 2003 25.91 29.36 31.09 32.81 34.54 NWSCC Support Specialist Current 15.13 17.15 18.16 19.17 20.18 October ■ 2001 15.70 17.79 18.84 19.88 20.93 October 1, 2002 16.26 18.43 19.51 20.60 21.68 October ■ 2003	15.35	17.39	8.41	19.44	20.46
Current 24.22 27.45 29.06 30.68 32.29 October 1, 2001 24.78 28.08 29.74 31.39 33.04 October 1, 2002 25.34 28.72 30.41 32.10 33.79 October 1, 2003 29.36 31.09 32.81 34.54 NWSCC Support Specialist Current 15.13 17.15 18.16 19.17 20.18 October 1 2001 15.70 17.79 18.84 19.88 20.93 October 1, 2002 16.26 18.43 19.51 20.60 21.68 October 1 2003 2003 2003 21.68	· · · · · · · · · · · · · · · · · · ·	18.03	9.09	20.15	21.21
24.22 27.45 29.06 30.68 32.29 October 1, 2001 24.78 28.08 29.74 31.39 33.04 October 1, 2002 25.34 28.72 30.41 32.10 33.79 October 1, 2003 29.36 31.09 32.81 34.54 NWSCC Support Specialist Current 15.13 17.15 18.16 19.17 20.18 October ■ 2001 15.70 17.79 18.84 19.88 20.93 October 1, 2002 16.26 18.43 19.51 20.60 21.68 October ■ 2003 2003 20.60 21.68	NWSCC Technician				
October 1, 2002 25.34 28.72 30.41 32.10 33.79 October 1, 2003 25.91 29.36 31.09 32.81 34.54 NWSCC Support Specialist Current 15.13 17.15 18.16 19.17 20.18 October ■ 2001 15.70 17.79 18.84 19.88 20.93 October 1, 2002 16.26 18.43 19.51 20.60 21.68 October ■ 2003	24.22 October 1, 2001				
25.91 29.36 31.09 32.81 34.54 NWSCC Support Specialist Current	October 1, 2002 25.34				
Current 15.13 17.15 18.16 19.17 20.18 October ■ 2001 15.70 17.79 18.84 19.88 20.93 October 1, 2002 16.26 18.43 19.51 20.60 21.68 October ■ 2003		29.36	31.09	32.81	34.54
15.13 17.15 18.16 19.17 20.18 October ■ 2001 15.70 17.79 18.84 19.88 20.93 October 1, 2002 16.26 18.43 19.51 20.60 21.68 October ■ 2003	NWSCC Support Spe	ecialist			
October 1, 2002 16.26 18.43 19.51 20.60 21.68 October 1 2003	15.13	17.15	18.16	19.17	20.18
16.26 18.43 19.51 20.60 21.68 October ■ 2003	15.70	17.79	18.84	19.88	20.93
· · · · · · · · · · · · · · · · · · ·	16.26	18.43	19.51	20.60	21.68
	<u> </u>	19.07	20.19	21.31	22.43

Logistics I				
Current 15.13 October I, 2001 15.70 October 1, 2002 16.26 October 1, 2003 16.82	17.15 17.79 18.43 19.07	18.16 18.84 19.51 20.19	19.17 19.88 20.60 21.31	20.18 20.93 21.68 22.43
Logistics II				
Current	18.74 19.38 20.02 20.66	19.85 20.52 21.20 21.87	20.95 21.66 22.37 23.09	22.05 22.80 23.55 24.30
October 1, 2001 19.67 October 1, 2002 20.23 October 1, 2003 20.79	22.29 22.92 23.56	23.60 24.27 24.95	24.91 25.62 26.33	26.22 26.97 27.72
Electronic Maintenan	ce Technician (I	NB)		
Current 23.84 October 1, 2001 24.78 October 1, 2002 25.34 October 1, 2003 25.91	27.02 28.08 28.72 29.36	28.61 29.74 30.41 31.09	30.20 31.39 32.10 32.81	31.79 33.04 33.79 34.54

Electronics Maintenance Technician D (NB)					
October 1, 2001 18.59 October 1 , 2002 19.01 October 1, 2003 19.43 25.91	21.06 21.54 22.02	22.30 22.81 23.32	23.54 24.07 24.61	24.78 25.34	
Facilities Maintenan	nce Technician (NB)			
Current 23.84 October 1, 2001 24.78 October 1, 2002 25.34 October 1, 2003 25.91	27.02 28.08 28.72 29.36	28.61 29.74 30.41 31.09	30.20 31.39 32.10 32.81	31.79 33.04 33.79 34.54	
Facilities Maintenan	ce Technician [O(NB)			
October 1, 2001 18.59 October 1, 2002 19.01 October 1, 2003 19.43 25.91	21.06 21.54 22.02	22.30 22.81 23.32	23.54 24.07 24.61	24.78 25.34	
Civil Technologist					
October 1, 2001 21.15 October 1, 2002 21.71 October 1, 2003 22.28 29.70	23.97 24.61 25.25	25.38 26.06 26.73	26.79 27.50 28.22	28.20 28.95	
Software Programmer (North Bay)					
Current 23.84 October 1, 2001 24.41	27.02 27.66	28.61 29.29	30.20 30.91	31.79 32.54	

October 1, 2002 24.97 October 1, 2003	28.30	29.96	31.63	33.29	
25.53	28.93	30.64	32.34	34.04	
ATE S/W Technol	ogist (North Ba	y)			
Current 23.84 October 1, 2001	27.02	28.61	30.20	31.79	
24.41	27.66	29.29	30.91	32.54	
October 1, 2002 24.97	28.30	29.96	31.63	33.29	
October ■ 2003 25.53	28.93	30.64	32.34	34.04	
Repair Technicia	n (North Bay)				
Current 15.13	7.15	18.16	19.17	20.18	
October I , 2001 15.70	7.79	18.84	19.88	20.93	
October 1, 2002 16.26 October 1, 2003	8.43	19.51	20.60	21.68	
16.82	19.07	20.19	21.31	22.43	
Assembler (North Bay)					
Current 12.00	3.60	4.40	15.20	16.00	
October 1, 2001 12.56	4.24	5.08	15.91	16.75	
October 1 2002 13.13	4.88	5.75	16.63	17.50	
October ■ 2003 13.69					

OPERATIONAL GROUPS & CLASSIFICATION FAMILIES

Operational groups are defined by work conditions and geographical locations.

Classification Families are defined on a skills basis.

Employees in the FMT/CBFMT family who obtain journeyman status may transfer to FMT/CBFMT (Diesel Mechanic) or FMT/CBFMT (Electrician) within their operational group and retain their accumulated seniority in their FMT/CBFMT family.

OPERATIONAL GROUPS & CLASSIFICATION FAMILIES

GROUP ONE Line Operations

Family EMT

Family EMT-D

Family FMT (Diesel Mechanic)

Family FMT (Electrician)

Family FMT

Family FMT (Vehicle)

Family FMT-D

Family WP

Family SPT-POL

Family SPO-POL

Family HEO

Family Janitor/Labourer

Family (In descending order)

SAC II

Family Chef

GROUP TWO North Bay

Family S/W Programmer

Family ATE S/W Technologist

Family EMT

Family EMT-D

Family FMT

Family FMT-D

Family Civil Technologist

Family Repair Technician

Family Logistics I

Family Logistics II

Family Logistics III

Family LogisticsIII-D

Family Assembler

Family NWSCC Technicians

Family NWSCC Support Specialist

Family Clerk

GROUP THREE LSS - Goose Bay

Family	CBEMT
Family	CBEMT-D
Family	CBFMT (Diesel Mechanic)
Family	CBFMT (Electrician)
Family	CBFMT
Family	CBFMT-D
Family	CBWP
Family	(In descending order) CBAC II CBAC I
GROUP FOUR LSS – Inuvik	

Family CBEMT
Family CBEMT-D
Family CBFMT (Diesel Mechanic)

Family CBFMT (Electrician)

Family CBFMT-D Family CBWP

Family (In descending order)

CBAC I

Family CBEMT

Family CBEMT-D

Family CBFMT (Diesel Mechanic)

Family CBFMT (Electrician)

Family CBFMT-D Family CBWP

Family (In descending order)

CBAC II

OPERATIONAL GROUPS

Operational Groups are defined by work conditions and geographical locations.

Operational Group 1 Line Operations

Operational Group 2 North Bay

Operational Group 3
Operational Group 4
Operational Group 5

LSS - Goose Bay
LSS - Inuvik
LSS - Iqaluit

TRAINEES

The Company has a requirement for a Trainee Program. This is On-The-Job training, which will require employees in the classifications to mentor the Trainee by instructing and guiding the Trainee in their learning. The goal of this program is to train the individual into entry level status in respective positions within the NWS.

The Company will interview selected employees (or volunteers) to determine their interest and suitability in becoming a mentor. The Company will provide training to the mentor i.e. Train the Trainer if required.

To qualify for the Trainee Program, the individual must be a Land Claims Beneficiary (see below).

Trainees can be located in any of the work locations. Trainees being trained in jobs normally performed by the bargaining unit will be unionized and follow all conditions of the Collective Agreement with the exception of:

- Two paid trips home per year if not being trained in home community
- With the exception of LSS trainees who may travel to sites, overtime will not normally be granted
- Trainees will not replace available permanent staff except on mutual consent
- Compensation will be in accordance with the terms of reference of the Aboriginal Benefits Program.

Employees, who fulfill the role of mentor, will receive a 5% premium for regular hours they act in this role.

Land Claims Beneficiaries:

Labrador Inuit Land Claims Area

Labrador Inuit Development Corporation

Inuvialuit Settlement Region

• Inuvialuit Development Corporation

Nunavut Settlement Area

- Qikiqtaaluk Corporation
- Qikiqtani Inuit Association
- Sakku Investments Corporation
- Nunasi Corporation

Nunavik Marine Region

Makivik Corporation

PROBLEM SOLVING PROCEDURES

COMPLAINT PROCEDURE

A complaint shall be submitted within thirty (30) calendar days of the occurrence.

Step 1

1. The Employee, Manager and Steward shall make every effort to jointly resolve the issue at the work location.

In the event that the complaint is not orally resolved a formal Complaint Form will be completed and forwarded to the Manager for review.

Step 2

- The Employee and Steward shall present a written complaint on the formal Complaint form within seven (7) calendar days to the Manager, signed by the Employee and the Steward.
- 2. The Manager shall respond in writing, within seven (7) calendar days, to the Steward.

In the event that the complaint is not resolved by the Manager, a copy will be forwarded by the Steward to the Chief Steward.

Step 3

- 1. The Chief Steward shall present the complaint within seven (7) calendar days to the appropriate Manager and Industrial Relations Coordinator.
- 2. The Manager shall respond in writing within seven (7) calendar days after the presentation.

It is expected that complaints will be resolved by Step 3. In the event that a complaint is not resolved by the Manager, a copy of the Complaint Form may be forwarded to the Business Manager and the Director, Business Services for consideration.

GRIEVANCE PROCEDURE

A complaint which is not resolved after Step 3 of the Complaint Procedure may be submitted to the Chief Steward as a grievance within fifteen (15) calendar days of the final response.

Off site and policy grievances shall be submitted within thirty (30) calendar days of the occurrence.

- 1. The Business Manager shall present a letter of intention to grieve within fifteen (15) calendar days to the Manager, Business Services to be jointly resolved.
- 2. The Director, Business Services will respond in writing within thirty (30) calendar days after the presentation of the formal grievance.

DISCIPLINE PROCESS

Instances of unacceptable behaviour will normally follow the Discipline Process. Steps can be bypassed either because of the phase of employment (probationary period) or because of the seriousness of the unacceptable behaviour.

Step 1 - Unacceptable Behaviour

When unacceptable behaviour is observed by the Manager the behaviour is not recorded and will be mentioned to the Employee.

Step 2 - Informal Discussion

Unacceptable behaviour is again observed. The Manager discusses the unacceptable behaviour with the Employee and explains what is considered "normally acceptable behaviour". The discussion is again not recorded.

Step 3 - Formal Discussion

Unacceptable behaviour is again observed by the Manager. The Manager and Steward discuss the unacceptable behaviour with the Employee and explain what is "normally acceptable behaviour". A commitment to conform to standards of "normally acceptable behaviour" is obtained from the Employee. The counseling session is recorded by both the Manager and the Steward.

Step 4 - Written Notification

Step 3 is repeated. Additionally, the Manager will notify the Employee in writing of the discussion, making reference both to the previous discussions at Steps 2 and 3 and to the possible consequences of continued unacceptable behaviour. The Steward is provided a copy of the written notification to forward to the Chief Steward. The Manager will forward a

copy for review to the appropriate Manager. After two (2) years of no instances of unacceptable behaviour on the part of the Employee, all related records to the previous incidents will be destroyed.

Step 5 - Suspension

Unacceptable behaviour is again observed. The Manager will inform the Steward of the observation. Under normal conditions, the Manager will inform the appropriate Manager(s) who, in turn, inform the Director, NWS Operations and the Industrial Relations Specialist. At the same time, the Steward will inform the Chief Steward who in turn will inform the Business Manager. After the Manager has authorized the suspension, the Employee is advised jointly by both the Manager and the Steward. Additionally, the Manager will provide the Employee and Steward with written notification of the suspension. The Steward will forward their copy to the Chief Steward who in turn will forward a copy to the Business Manager. Suspensions will normally be without pay.

Step 6 - Restoration or Termination

The unacceptable behaviour is resolved. The Employee complies with an acceptable level of behaviour with the understanding that the failure to do so could result in termination. Upon termination, written notification is provided by the Company both to the Employee and to the Union.

The Steward's involvement in the Discipline Process shall in no way be interpreted as participation in the disciplining of the Employee.

ARBITRATION PROCEDURE

Single Arbitrator

Upon mutual agreement, a single arbitrator shall be appointed. If neither party can agree to an arbitrator within thirty (30) days of the notification either party may request the Federal Minister of Labour to appoint an arbitrator.

An arbitrator shall not have the power to alter the terms of this agreement. The decision rendered shall be final and binding.

All expenses incurred by and for the arbitrator shall be shared equally by each party.

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



AGREEMEN' REI

The terms and conditions of this Collective Agreement shall take effect 01 October 2001 and shall continue in effect until 30 September 2004.

During April 2004, the parties shall identify and clarify issues to be discussed during the negotiating process.

It is expected that the problem-solving process implemented during the creation of this contract will be continued.

Formal resolution of issues will begin no later than 01 September 2004 with the intent of concluding by 30 September 2004.

The Company and the Union expect that all issues shall be resolved without the need to utilize an outside third party.

In the event that there is no resolution, the following procedure shall apply.

CONCILIATION

The Company and/or the Union can refer outstanding issues to conciliation. The Federal Minister Human Resources Development shall appoint a conciliation officer who shall attempt to resolve the outstanding issues between the parties. If the issues are unresolved, that officer will submit a written report to the Minister and the process will then proceed to arbitration.

Single Arbitrator

Upon mutual agreement a single arbitrator shall be appointed within fourteen (14) days of the conciliation officer's report.

In the event that the parties cannot agree upon the name of a single arbitrator, both parties shall jointly request in writing, within seven (7) working days, that the Federal Minister Human Resources Development appoint an arbitrator.

Arbitration Board

Should the parties not agree to the above, the outstanding issues shall be placed before an arbitration board consisting of:

- Nominee of the Company
- Nominee of the Union

who will jointly select a chairperson.

In the event that the nominees cannot agree upon the name *of* a chairperson, both nominees shall, jointly request in writing, within seven (7) working days, that the Federal Minister Human Resources Development appoint an arbitrator.

ARBITRATION PROCESS

The Arbitrator/Board shall render a decision which shall be final and binding and said award shall then be applied retroactively to the effective date of the new agreement.

All expenses incurred by and for the arbitrator/chairperson shall be shared equally by each party.

The costs incurred for participation by either party, including witnesses, shall be borne by that party.

During any period after the expiration date of this agreement, the full terms and conditions of this agreement will apply until such time as a new agreement is signed between the parties.

The Company and the Union expect that all issues related to the administration and interpretation of this Collective Agreement shall be resolved within the scope of the Agreement. It is agreed that within the spirit and intent expressed in this Agreement, and by mutual consent between the parties, amendments can be made as a result of agreements reached by the Industrial Relations Committee (IRC)

Signed at Ottawa, Ontario on this thirteenth day of September in the year Two Thousand and One.

Signed for the Company:

Signed for Local Union 1541 of the "International Brotherhood of Electrical Workers":

Judy Ogilvie Manager, Human Resources Sandy MacPherson Business Manager

Negotiating Committee

Company
R. Anthony
J. Boyle
J. Frank
P. Lundy
C. Webb
M. Strano

Union
D. Burridge
R. Dubeau
P. Gravelle
D. Hamilton
G. Laberge

Letters of Understanding

31 August 2001

Mr. Sandy MacPherson Business Manager, IBEW Local 1541 15 Chadbourn Drive North Bay, ON P1B 8G2

Dear Mr. MacPherson,

RE. Change in classifications and **seniority**

With the creation of new classifications in this Collective Agreement, the Company agrees the employee will carry their **seniority** from their current classification **into the** newly created classification.

Yours truly, Nasittuq Corporation

Judy Ogilvie Manager, Human Resources

31 August 2001

Ms. Judy Ogilvie Manager, Human Resources 100-170 Laurier Ave. West Ottawa, ON K1P 5V5

Dear Ms. Ogilvie,

RE: Grievance AF-12 (location allowance)

The Union will withdraw grievance AF-12 in the event of ratification of the new Collective Agreement.

Yours truly,

Sandy MacPherson Business Manager, IBEW Local 1541