

AGREEMENT
BETWEEN
NASITTUQ CORPORATION
AND
LOCAL UNION 1541 OF THE
“INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS”

Effective 01 October 2007 – 30 September 2010

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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 Union fully 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 Inuit and Inuvialuit, with the objective being enhanced career opportunities.

The process of completing this Collective Agreement has been accomplished using the mutual gains process.

The Company and the Union agree that should there be issues of contention that cannot be resolved by the process in the CBA, a meeting will be convened with the applicable parties.

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.

ABBREVIATIONS

ATA	Additional Time Allowance
ATE	Automated Test Equipment
AWR	Additional Work Request
CBA	Collective Bargaining Agreement
CBEMT	Community Based Electronic Maintenance Technician
CBEMT-D	Community Based Electronic Maintenance Technician - Development
CBFMT	Community Based Facilities Maintenance Technician
CBFMT-D	Community Based Facilities Maintenance Technician - Development
CBWP	Community Based Warehouseperson
CBWP-D	Community Based Warehouseperson - Development
CMO	Contract Management Office
EMT	Electronics Maintenance Technician
EMT-D	Electronics Maintenance Technician - Development
FMT	Facilities Maintenance Technician
FMT-D	Facilities Maintenance Technician - Development
HEO	Heavy Equipment Operator
HEO-D	Heavy Equipment Operator - Development
IBEW	International Brotherhood of Electrical Workers
IRC	Industrial Relations Committee
LRR	Long Range Radar
LSS	Logistic Support Site
NB	North Bay
NWS	North Warning System

NWSCC	North Warning System Control Centre
NWSSC	North Warning System Support Centre
O&M	Operations & Maintenance
OJT	On the Job Training
OT	Overtime
PMI	Preventive Maintenance Inspection
POL	Petroleum, Oil and Lubricants
REF	Reference
ROCC	Regional Operational Control Centre
SRD	Short Range Development
SRR	Short Range Radar
SCC	System Control Centre
SSC	System Support Centre
S/W	Software
WP	Warehouseperson
WP-D	Warehouseperson - Development

ARTICLE 1

1. RECOGNITION

- 1.1 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.
- 1.2 This agreement will remain in effect and binding on any future successors.

ARTICLE 2

2. MANAGEMENT RIGHTS

- 2.1 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.
- 2.2 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;
 - Establishes reasonable rules, policies, regulations, practices and procedures (e.g. qualifications, hours of work, approve overtime and leaves of absence). Company initiated changes to referenced policies will be presented to the Union for input.
 - Establish entitlement to sick leave by acquiring the necessary information such as limitations, restrictions and prognosis, independent medical assessments and medical certificates based on provisions of the Privacy Act. The Company will reimburse the cost of Company requested medical notes for task analysis and return to work for short term and long term disability requirements.

ARTICLE 3

3. UNION RIGHTS

3.1 UNION REPRESENTATION

3.1.1 Recognition

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

3.1.2 Union Executive

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

3.1.3 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.

3.1.4 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.

3.2 UNION SECURITY

3.2.1 Union Membership

All Employees covered by this Agreement shall become members of the Union immediately upon commencement of their employment and shall remain members in good standing during the course of their employment.

3.2.2 Union Dues

3.2.2.1 The Company shall deduct Union dues from the wages earned by each Employee covered by this Agreement and remit same to the Union.

3.2.2.2 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.

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

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

3.3 NEW EMPLOYEES

3.3.1 The Company shall provide the Union with a copy of the Letter of Offer for all new members covered by this Agreement.

3.3.2 The Company shall deduct initiation fees from the wages earned by each Employee covered by the Agreement.

ARTICLE 4

4. NO STRIKE/NO LOCK OUT

- 4.1 The Union and its members agree 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, the Union shall instruct its members to carry out the provisions of this agreement by returning to work and performing their duties.
- 4.2 The Company agrees, given the above paragraph, that it shall not cause or direct any lockout of employees.

ARTICLE 5

5. SENIORITY

- 5.1 Seniority is accrued by permanent Nasittuq NWS employees and is based on the date of placement in their current classification.
- 5.2 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.
- 5.3 Seniority for layoff purposes will be determined by total time permanently assigned in a Classification Family within an Operational Group as defined in Article 15.
- 5.4 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 16.
- 5.5 An employee who transfers to another Operational Group within the same Classification Family will maintain their seniority in their previous Operational Group.
- 5.6 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.
- 5.7 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.
- 5.8 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).
- 5.9 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.
- 5.10 For employees taking positions outside the bargaining unit within Nasittuq, seniority shall be retained and accumulated for nine (9) months.

5.11 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.

5.12 A jointly agreed to seniority list will be published once per year.

ARTICLE 6

6. SITE ROTATION

- 6.1 The standard rotation for all site employees shall be eight (8) weeks on site, four (4) weeks on leave. Mandatory position sharing rotations are eight (8) weeks on site and eight weeks (8) on leave. Voluntary position sharing rotations are six (6) weeks on site and six weeks (6) on leave, unless otherwise mutually agreed to by the Company and the employees.
- 6.2 In keeping with the commitment to encourage Inuit and Inuvialuit employment, these Land Claims Beneficiaries may vary their rotation schedule, subject to management approval.

ARTICLE 7

7. CO-LOCATED AND COMMUNITY BASED LSS's

7.1 WORK WEEK

The workweek shall consist of seven (7) consecutive calendar days beginning at 0001 hours Monday morning and ending the following Sunday at midnight.

7.1.1 CO-LOCATED LSS'S

Employees at Co-located LSS's shall work a standard forty-eight (48) hour week consisting of six (6) eight (8) hour days, and shall include a scheduled day of rest, normally on Sunday. The eight (8) hour workday 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 Building Custodian employees may be assigned a single split shift as part of their eight (8) hour day.

7.1.2 COMMUNITY BASED LSS'S

Employees at the Community Based LSS's shall work a standard forty (40) hour workweek consisting of five (5), eight (8) hour days based on a fifty two (52) week work year.

7.2. OVERTIME

Any hours worked over eight (8) hours in a day or over the normal scheduled hours in a work week will be compensated at a rate of time and one-half the appropriate rate of pay according to Article 16.

7.2.1 COMMUNITY BASED LSS

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

7.3. BANKED TIME

7.3.1 CO-LOCATED LSS

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 regular banked hours. Time off with pay shall be taken at the beginning of each employee's time out.

7.3.2 COMMUNITY BASED LSS

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 regular 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.

7.4 LOCATION ALLOWANCE

7.4.1 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 and away from home for an extended period of time. 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. These fifty-two (52) hours includes eight (8) hours at time and one-half.

7.4.2 COMMUNITY BASED EMPLOYEE LOCATION ALLOWANCE

Community Based employees will be eligible to receive the following weekly location allowance:

Inuvik:	\$547.86
Cambridge Bay:	\$575.00
Hall Beach:	\$575.00
Iqaluit:	\$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.

7.5 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 16 for the first shift worked on the revised schedule.

7.6 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. This is exclusive of leave travel, training or training travel.

7.7 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.

7.7.1 For Co-Located employees if a call out occurs between 10:00 PM and 8:00 AM local time, a minimum of three (3) hours at the applicable overtime rate shall be paid.

7.7.1.1 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.

7.7.2 Community Based employees who receive a call-out will be paid a minimum of three (3) hours at the applicable overtime rate.

7.8 ROUTINE FUNCTIONS

When an employee is required to perform routine functions outside the basic working hours, they shall be compensated in one (1) hour increments at the appropriate overtime rate.

7.8.1 EXAMPLES OF ROUTINE FUNCTIONS:

- rest day checks.

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

7.9 OVERNIGHTING AT UNATTENDED LRR & SRR

While overnighting at SRR's, crews will normally overnigh 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 Article 16.
- Crew staging will normally be scheduled around the regular work week.

7.9.1 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;

7.9.2 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

7.10 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 from LSS's who are assigned to ramp-up teams at LRR's will be compensated on a eight hour work day, six days a week at time and one half on Saturday.

7.11 ADDITIONAL TIME ALLOWANCE (ATA)

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

1 Staff	TOTAL OT	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-	5.5 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.

7.12 OTHER LOCATION ASSIGNMENTS

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

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

7.13 TRIP ENTITLEMENT FOR NON-ROTATIONAL COMMUNITY BASED EMPLOYEES

7.13.1 The intent of the "trip entitlement" benefit is to provide commercial air transportation for eligible employees and their dependents to and from an agreed destination and not to cover any expenses while on vacation.

7.13.2 Employees who work in Inuvik & Cambridge Bay will be entitled to two (2) paid return trip ticket(s) per calendar year to any of the following destinations:

- Vancouver
- Calgary
- Edmonton
- Winnipeg

Employees who work in Hall Beach & Iqaluit will be entitled to two (2) paid return trip ticket(s) per calendar year to any of the following destinations:

- Montreal
- Ottawa
- Toronto

Employees who work in Goose Bay will be entitled to two (2) paid return trip ticket(s) per calendar year to any of the following destinations:

- St John's
- Halifax
- Toronto
- Ottawa
- Montreal

Eligible Lands Claim Beneficiaries who reside in the Yukon, NWT, Nunavut or Labrador may select any destination in these areas serviced by commercial airlines.

7.13.3 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 21 as long as they are in school or attending a post-secondary institute.

7.13.4 The Company will make a good faith effort to place the employee on the most direct flight possible.

7.13.5 Rotational employees whose principle residence lies within their LSS community will be entitled to one (1) paid return trip ticket per calendar year.

7.13.6 Trip entitlements are to assist employees in taking vacation away from their community and are not to be used for any other purpose.

7.13.7 Trip entitlements are to be taken in the year they were earned and cannot be carried over to the following year.

7.13.8 Eligible employees can claim their trip entitlement by informing their LSS Manager, in writing and at least thirty (30) days in advance of the planned trip, of the names of the persons taking the trip, the destination selected from 7.13.2 and the dates of the trip.

The LSS Manager will forward this information to the North Bay Administration section who will check for eligibility and book the flights to include any enroute hotels that are required.

7.13.9 Employees who choose any destination other than those listed in 7.13.2 shall not be eligible for any reimbursement for costs incurred.

7.13.10 Employees who choose not to take a vacation trip will not be eligible for any cash or other equivalency.

7.13.11 No expense claims will be allowed for any expenses associated with a trip entitlement.

7.14 COMMUNITY BASED LSS's

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.

7.14.1 COMMUNITY BASED ROTATIONAL EMPLOYEES

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

- Community based rotational employees shall work an eight (8) weeks at the LSS, four (4) weeks on leave
- Vacation pay will be in accordance with Article 25
- 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 regular 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). The day of arrival and day of departure are subject to location allowance and rent deduction. No other expenses can be claimed for these days. 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.
 - Other conditions in this article that do not conflict with the above shall apply to community based rotational employees

7.15 STATUTORY HOLIDAY FOR COMMUNITY BASED EMPLOYEES

Normally, LSS employees will not work on Statutory Holidays. In the event that an 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.

7.16 SHIPPING SUBSIDIES

Employees in Iqaluit will be eligible for the following air freight shipping costs subsidy. The subsidy is per family and based on number of family members.

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

ARTICLE 8

8. NORTH WARNING SYSTEM CONTROL CENTRE (NWSCC)

8.1 HOURS OF WORK

8.1.1 Employees at the NWSCC shall work an average of thirty-four (34) hours per week based on a five (5) week cycle. Will be scheduled to work a minimum of one hundred & sixty eight (168) hours in a five-week period. Will be scheduled to work a minimum of sixty (60) hours in a pay period.

8.1.2 Each Employee normally works a cycle of three (3) days on, five (5) days off, two (2) nights on, seven (7) days off, four (4) days on, five (5) days off, three (3) nights on, two (2) days off, two (2) nights on and two (2) days off.

8.1.3 NWSCC Technicians, including Relief Persons(s) shall work a twelve (12) hour shift in a twelve and a half (12 ½) period and shall have a ½ hour unpaid meal break. The ½ hour overlap in shifts is to ensure a formal shift handover occurs.

Shift hours are as follows:

0645 – 1915

1845 – 0715

8.1.4 In recognition of special access controls in place, the NWSCC work shift will consist of twelve (12) paid hours as follows:

11 1/2 hours work time including supper break;

1/2 hour shift hand over;

1/2 hour unpaid lunch break.

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

Day Shift Lunch 1130 hours to 1330 hours

Night Shift Lunch 2330 hours to 0130 hours

8.1.6 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.

8.1.7 Shift Employees can be scheduled for a maximum of seven (7) twelve (12) hour consecutive shifts in a row, with a minimum of two (2) days off before start of next shift. Employees scheduled to work more than

seven (7), twelve (12), hour consecutive shifts in a row, shall be compensated at time and one half for a maximum of two (2) consecutive shifts. Overtime will start after eighty (80) hours, and be paid for the consecutive eighth and the consecutive ninth shifts.

8.1.8 Any regular hours worked over 188 hours within a five (5) week cycle shall be compensated at time and one-half. This 188 hours shall be reduced by the number of hours the employee is on paid bereavement leave, annual vacation, or leave of absence with pay.

8.1.9 Those individuals who are required to work more than twelve (12) hours in a given day will be compensated at the applicable overtime rate for those hours worked over twelve (12) in a day.

8.1.10 A minimum of thirty-two (32) hours or four (4) days is required to make the transition from 188 hour rule to forty (40) hour week (I.E. training). The 40 hour rule shall end when the employee is given a period of at least 24 hours off work, at which time the employee will be covered by the 188 hour rule.

8.1.11 The hourly rate of pay for the NWSCC classifications will apply, as per Article 16. The hourly rate recognizes the rotational nature of the shift and shift hand-over requirements.

8.2 OPTIONAL MEETINGS

8.2.1 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.

8.3 NWSCC RELIEF PERSON

8.3.1 Will be scheduled to work a minimum of sixty (60) hours in a pay period.

8.3.2 Will be scheduled to work a minimum of one hundred & sixty eight (168) hours in a five-week period.

8.3.3 Can be scheduled to backfill for an entire normal shift rotation.

8.3.4 Shift Employees can be scheduled for a maximum of seven (7) twelve (12) hour consecutive shifts in a row with a minimum of two (2) days off before start of next shift. Employees scheduled to work more than seven (7), twelve (12) hour, consecutive shifts in a row, shall be compensated at time and one half for a maximum of two (2) consecutive shifts. Overtime will start after eight (80) hours, and be paid for the consecutive eighth and consecutive ninth shifts.

8.3.5 An employee working a Statutory Holiday will be paid twelve (12) hours Regular and twelve (12) hours Overtime. Working a Statutory Holiday starts with the Night shift (starting at 1900 preceding the Statutory Holiday) and ends with the Day shift (1900 on the Statutory Holiday). Note: eight (8) hours of the Regular pay is for Stat Holiday pay, and four (4) hours is from the employees having a Day Off during the Statutory Holiday and not getting Overtime for their first shift back.

8.3.6 An employee on a day of rest on a Statutory Holiday will be paid eight (8) hours Regular (Stat Holiday).

8.4 CALL INS

8.4.1 Call in for operational requirements with less than 72 hours notice will be paid at the overtime rate (time and one half) for all hours worked.

8.5 SHIFT WORK

8.5.1 If an employee is required to work within the hours of 1900 to 0700 (excluding shift handover), 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 Travel, Training or Training Travel.

8.6 OTHER

8.6.1 If during the five (5) week averaging period, an employee is assigned to an LSS work location then that specific LSS's 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.

8.6.2 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 hours.

8.6.3 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.

8.7 SHIFT CHANGE

8.7.1 An employee not given a three (3) calendar day written or direct verbal notice with the supervisor of a shift change shall be paid the appropriate rate of pay of time and 1/2 for the first shift worked on the revised schedule.

8.9 HOLIDAY PAY

8.9.1 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 four (4) normally scheduled shifts occur.

8.9.2 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.

8.9.3 An employee working a Statutory Holiday will be paid twelve (12) hours Regular, and twelve (12) hours Overtime. Working a Statutory Holiday starts with the Night shift (starting at 1900 preceding the Statutory Holiday) and ends with the Day shift (1900 on the Statutory Holiday).

8.9.4 An employee on a day of rest on a Statutory Holiday will be paid eight (8) hours Regular.
Note: An employee on a Day off for a Statutory Holiday will not be entitled to Overtime on their first shift back as the twelve (12) hour shift schedule has the revenues moved to the employee working on the Statutory Holiday. Because the revenues have been moved, and still exist, the Statutory Holiday Regular and Overtime will not affect the 188-hour rule.

8.9.5 In the event that a Statutory Holiday falls during an employee's vacation period, the employee will receive Statutory Holiday pay for that day. No overtime will be paid on the first shift worked after the vacation period.

8.9.6 Vacation

For the two (2) nights on (as identified in 8.1.2 - the shifts preceded by five (5) days off and followed by the seven (7) days off), the employee has the option of having the first five (5) days off consecutively or the last seven (7) days off consecutively with these vacation days, but not both.

ARTICLE 9

9. NORTH WARNING SYSTEM SUPPORT CENTRE (NWSSC)

9.1 HOURS OF WORK

9.1.1 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 an eight and one half (8.5) hour block of time inclusive of a one (1) hour unpaid break.

9.2 OVERTIME

9.2.1 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 16.

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

9.2.3 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.

9.2.4 All overtime must be authorized in advance by the NWSSC/NWS Depot Manager, or designate.

9.3 AWR

9.3.1 Overtime incurred under cost recoverable AWR cannot be banked.

9.4 VERIFICATION AND FIELD SUPPORT

9.4.1 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 on-site 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.

9.5 LSS SUPPORT

9.5.1 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.

9.6 TIME IN LIEU

- 9.6.1 Time off with pay may be taken in lieu of overtime and will be mutually agreed to, in advance, by both parties.
- 9.6.2 Accumulation shall be based on the applicable overtime rate, to a maximum of 120 banked hours i.e. sixteen (16) days.
- 9.6.3 Time off in lieu of overtime shall be accumulated and taken or paid within the calendar year in which earned/accumulated.

9.7 STATUTORY HOLIDAYS

- 9.7.1 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.

9.8 OTHER

- 9.8.1 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.
- 9.8.2 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.
- 9.8.3 For Company directed business or training travel on Sunday the rate will be at double time.

ARTICLE 10

10. POL OPERATIONS

- 10.1 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 POL Technician and one POL Labourer. POL personnel will 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.
- 10.2 Personnel will 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.
- 10.3 Under special circumstances, and depending upon operational requirements, brief leave may be arranged upon the mutual agreement of the Company and the employee.
- 10.4 Outside of the project season, POL Technicians may be hired without the accompaniment of a POL Labourer as operational requirements may demand.
- 10.5 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.
- 10.6 POL Labourer personnel may be assigned as POL Technician 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 POL Technician level rate corresponding to their POL Labourer level rate for the duration of the assignment.
- 10.7 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 5.
- 10.8 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.

ARTICLE 11

11. DEVELOPMENT POSITIONS

- 11.1 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, which will not be posted. 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 3 as per the time frames and the conditions provided in Article 16 (Classifications and Rates of Pay). These employees will then remain at level 3 until such times as they have obtained their required qualifications and until they have been accepted for a vacancy in their classification.

11.2 Apprenticeship:

- 11.2.1 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, which includes approximately 30 weeks of college spread over the duration of the apprenticeship.
- 11.2.2 Failure to obtain a license in their selected trade in a reasonable time frame will be sufficient grounds for dismissal of the employee.
- 11.2.3 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.
- 11.2.4 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.

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

11.2.6 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 1 0 – 3000 hrs

Level 2 3000 – 6000 hrs

Level 3 6000 – 9000 hrs

Level 3 compensation is equivalent to Level I FMT classification and apprentices on obtaining their license will remain at level 3 of the apprenticeship rate until they are accepted for a vacancy in their FMT classification.

11.3 Non-Apprenticeship

11.3.1 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.

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

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

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

ARTICLE 12

12. TRAINEES

- 12.1 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.
- 12.2 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.
- 12.3 To qualify for the Trainee Program, the individual must be a Land Claims Beneficiary (see below).
- 12.4 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:
- 12.4.1 Two paid trips home per year if not being trained in home community
 - 12.4.2 With the exception of LSS trainees who may travel to sites, overtime will not normally be granted
 - 12.4.3 Trainees will not replace available permanent staff except on mutual consent
 - 12.4.4 Compensation will be in accordance with the terms of reference of the Aboriginal Benefits Program.
- 12.5 Employees, who fulfill the role of mentor, will receive a 5% premium for regular hours they act in this role.
- 12.6 Land Claims Beneficiaries:
- 12.6.1 Nunatsiavut Land Claims Area
 - Labrador Inuit Development Corporation
 - 12.6.2 Inuvialuit Settlement Region
 - Inuvialuit Development Corporation
 - 12.6.3 Nunavut Settlement Area
 - Qikiqtaaluk Corporation
 - Qikiqtani Inuit Association
 - Sakku Investments Corporation
 - Nunasi Corporation
 - 12.6.4 Nunavik Marine Region
 - Makivik Corporation

ARTICLE 13

13. POSITION SHARING

13.1 There is a requirement to position share, of eight (8) weeks on site and eight (8) weeks off site, 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.

13.2 VOLUNTARY POSITION SHARING

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

13.2.1 Two qualified employees shall hold the same position.

13.2.2 Normally, one of the employees shall staff the position at all times.

13.2.3 The position-sharing rotation shall be a minimum of six (6) weeks on site and six (6) weeks off site. Alternate position-sharing rotations may be approved on a case-by-case basis.

13.2.4 In the event there is a shortage of skilled employees, the Company shall advise the Union before temporarily suspending a position-sharing agreement.

13.2.5 Unless otherwise mutually agreed between the Company and the voluntary position-sharing employees, twelve (12) months notice is required to terminate the position sharing agreement, effective 01 October 2004. The intent of the notice is to facilitate the transition back into the rotational schedule. This clause only applies to employees in voluntary position-sharing agreements in effect after agreement ratification.

ARTICLE 14

14. TERM EMPLOYEES & SHORT-TERM WORK REQUIREMENTS

14.1 TERM EMPLOYEES

14.1.1 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.

14.2 TEMPORARY EMPLOYEES

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

14.3 COMPENSATION

14.3.1 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 16. Non-rotational term employees will be compensated at the appropriate rate of pay in Article 16.

14.3.2 All term and temporary employees will be paid eight (8) regular hours for the day of arrival to and day of departure from the LSS.

14.4 SHORT-TERM WORK REQUIREMENTS

14.4.1 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).

14.4.2 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.

14.4.3 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.

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

ARTICLE 15

15. CLASSIFICATIONS

15.1 OPERATIONAL GROUPS & CLASSIFICATION FAMILIES

Operational groups are defined by work conditions and geographical locations.

Classification Families are defined on a skills basis.

When new classifications are created, the employee will carry their seniority from their current classification into the newly created classification.

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	WP-D
Family	Weather Observer
Family	POL Technician
Family	POL Technician-D
Family	POL Labourer
Family	POL Labourer-D
Family	HEO
Family	HEO-D
Family	Building Custodian/Labourer/Bear Monitor
Family	Admin Clerk

Family	Admin Clerk-D
Family	Chef
Family	Chef-D

GROUP TWO - North Bay

Family	S/W Programmer
Family	S/W Programmer-D
Family	ATE S/W Technologist
Family	ATE S/W Technologist-D
Family	EMT (NB)
Family	EMT (NB)-D
Family	FMT (NB)
Family	FMT (NB)-D
Family	Technical Writer
Family	IT Technician (NB)
Family	IT Technician (NB)-D
Family	Civil Technologist (NB)
Family	Civil Technologist (NB)-D
Family	Repair Technician (NB)
Family	Repair Technician (NB)-D
Family	Logistics I (NB)
Family	Logistics I (NB)-D
Family	Logistics II (NB)
Family	Logistics II (NB)-D
Family	Logistics III (NB)
Family	Logistics III (NB)-D
Family	NWSCC Technicians (NB)
Family	NWSCC Technicians (NB)-D
Family	NWSCC Support Specialist (NB)

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	CBWP-D

GROUP FOUR - LSS – Inuvik

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

GROUP FIVE - LSS - Iqaluit

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

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	LSS - Goose Bay
Operational Group 4	LSS - Inuvik
Operational Group 5	LSS - Iqaluit

ARTICLE 16

16. RATES OF PAY

- 16.1 Site rotational employees shall receive co location allowance in recognition of working away from home and flexibility of their work time. (Article 7)
- 16.2. 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.

Step 1	80% of top rate*
Step 2	90% of top rate
Step 3	100% of top rate

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

Development positions shall progress as per Article 11.

- 16.3 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.
- 16.4 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 Wage Rate Increase:

01 October 2007	-	3.0%
01 October 2008	-	3.0%
01 October 2009	-	3.0%

B) The Building Custodian/Janitor/Bear Monitor Classification shall receive an additional \$0.35/hour to base pay, only in the first year of this contract.

C) The Civil Technologist (NB) shall receive wage adjustments prior to application of the annual rate adjustments, as follows:

01 October 2007	-	Increase \$0.50
01 October 2008	-	Increase \$0.50
01 October 2009	-	Increase \$0.50

RATES OF PAY

POSITION:	EMT		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	29.76	33.48	37.20
01 Oct 2007	30.66	34.49	38.32
01 Oct 2008	31.58	35.52	39.47
01 Oct 2009	32.52	36.59	40.65

POSITION:	EMT – D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	22.32	25.11	27.90
01 Oct 2007	22.99	25.87	28.74
01 Oct 2008	23.68	26.64	29.60
01 Oct 2009	24.39	27.44	30.49

POSITION:	FMT		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	29.76	33.48	37.20
01 Oct 2007	30.66	34.49	38.32
01 Oct 2008	31.58	35.52	39.47
01 Oct 2009	32.52	36.59	40.65

POSITION:	FMT – D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	22.32	25.11	27.90
01 Oct 2007	22.99	25.87	28.74
01 Oct 2008	23.68	26.64	29.60
01 Oct 2009	24.39	27.44	30.49

POSITION:	HEAVY EQUIPMENT OPERATOR (HEO)		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	24.18	27.21	30.23
01 Oct 2007	24.91	28.03	31.14
01 Oct 2008	25.66	28.86	32.07
01 Oct 2009	26.42	29.73	33.03

POSITION:	HEAVY EQUIPMENT OPERATOR (HEO) – D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	18.14	20.40	22.67
01 Oct 2007	18.68	21.02	23.35
01 Oct 2008	19.24	21.65	24.05
01 Oct 2009	19.82	22.29	24.77

POSITION:	BUILDING CUSTODIAN / LABOURER / BEAR MONITOR		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	19.08	21.47	23.85
01 Oct 2007	19.94	22.44	24.93
01 Oct 2008	20.54	23.11	25.68
01 Oct 2009	21.16	23.81	26.45

POSITION:	CHEF		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	24.53	27.59	30.66
01 Oct 2007	25.26	28.42	31.58
01 Oct 2008	26.02	29.28	32.53
01 Oct 2009	26.81	30.16	33.51

POSITION:	CHEF – D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	18.40	20.70	23.00
01 Oct 2007	18.95	21.32	23.69
01 Oct 2008	19.52	21.96	24.40
01 Oct 2009	20.10	22.62	25.13

POSITION:	WAREHOUSEPERSON		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	25.90	29.14	32.38
01 Oct 2007	26.68	30.02	33.35
01 Oct 2008	27.48	30.92	34.35
01 Oct 2009	28.30	31.84	35.38

POSITION:	WAREHOUSEPERSON – D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	19.43	21.86	24.29
01 Oct 2007	20.02	22.52	25.02
01 Oct 2008	20.62	23.19	25.77
01 Oct 2009	21.23	23.89	26.54

POSITION:	ADMIN CLERK – D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	15.44	17.37	19.30
01 Oct 2007	15.90	17.89	19.88
01 Oct 2008	16.38	18.43	20.48
01 Oct 2009	16.87	18.98	21.09

POSITION:	ADMIN CLERK		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	20.58	23.16	25.73
01 Oct 2007	21.20	23.85	26.50
01 Oct 2008	21.84	24.57	27.30
01 Oct 2009	22.50	25.31	28.12

POSITION:	POL TECHNICIAN		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	29.76	33.48	37.20
01 Oct 2007	30.66	34.49	38.32
01 Oct 2008	31.58	35.52	39.47
01 Oct 2009	32.52	36.59	40.65

POSITION:	POL TECHNICIAN – D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	22.32	25.11	27.90
01 Oct 2007	22.99	25.87	28.74
01 Oct 2008	23.68	26.64	29.60
01 Oct 2009	24.39	27.44	30.49

POSITION:	POL LABOURER		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	19.08	21.47	23.85
01 Oct 2007	19.66	22.11	24.57
01 Oct 2008	20.25	22.78	25.31
01 Oct 2009	20.86	23.46	26.07

POSITION:	POL LABOURER – D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	14.31	16.10	17.89
01 Oct 2007	14.74	16.59	18.43
01 Oct 2008	15.18	17.08	18.98
01 Oct 2009	15.64	17.60	19.55

POSITION:	COMMUNITY BASED EMT		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	29.76	33.48	37.20
01 Oct 2007	30.66	34.49	38.32
01 Oct 2008	31.58	35.52	39.47
01 Oct 2009	32.52	36.59	40.65

POSITION:	COMMUNITYBASED EMT – D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	22.32	25.11	27.90
01 Oct 2007	22.99	25.87	28.74
01 Oct 2008	23.68	26.64	29.60
01 Oct 2009	24.39	27.44	30.49

POSITION:	COMMUNITY-BASED FMT		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	29.76	33.48	37.20
01 Oct 2007	30.66	34.49	38.32
01 Oct 2008	31.58	35.52	39.47
01 Oct 2009	32.52	36.59	40.65

POSITION:	COMMUNITY-BASED FMT – D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	22.32	25.11	27.90
01 Oct 2007	22.99	25.87	28.74
01 Oct 2008	23.68	26.64	29.60
01 Oct 2009	24.39	27.44	30.49

POSITION:	COMMUNITY-BASED WAREHOUSEPERSON		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	25.90	29.14	32.38
01 Oct 2007	26.68	30.02	33.35
01 Oct 2008	27.48	30.92	34.35
01 Oct 2009	28.30	31.84	35.38

POSITION:	COMMUNITY-BASED WAREHOUSEPERSON – D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	19.43	21.86	24.29
01 Oct 2007	20.02	22.52	25.02
01 Oct 2008	20.62	23.19	25.77
01 Oct 2009	21.23	23.89	26.54

POSITION:	WEATHER OBSERVER		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	23.59	26.54	29.49
01 Oct 2007	24.30	27.33	30.37
01 Oct 2008	25.02	28.15	31.28
01 Oct 2009	25.78	29.00	32.22

POSITION:	NWSCC TECHNICIAN (NB)		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	29.76	33.48	37.20
01 Oct 2007	30.66	34.49	38.32
01 Oct 2008	31.58	35.52	39.47
01 Oct 2009	32.52	36.59	40.65

POSITION:	NWSCC TECHNICIAN (NB) – D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	22.32	25.11	27.90
01 Oct 2007	22.99	25.87	28.74
01 Oct 2008	23.68	26.64	29.60
01 Oct 2009	24.39	27.44	30.49

POSITION:	NWSCC SUPPORT SPECIALIST (NB)		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	20.55	23.12	25.69
01 Oct 2007	21.17	23.81	26.46
01 Oct 2008	21.80	24.53	27.25
01 Oct 2009	22.46	25.26	28.07

POSITION:	EMT (NB)		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	29.76	33.48	37.20
01 Oct 2007	30.66	34.49	38.32
01 Oct 2008	31.58	35.52	39.47
01 Oct 2009	32.52	36.59	40.65

POSITION:	EMT (NB) – D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	22.32	25.11	27.90
01 Oct 2007	22.99	25.87	28.74
01 Oct 2008	23.68	26.64	29.60
01 Oct 2009	24.39	27.44	30.49

POSITION:	FMT (NB)		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	29.76	33.48	37.20
01 Oct 2007	30.66	34.49	38.32
01 Oct 2008	31.58	35.52	39.47
01 Oct 2009	32.52	36.59	40.65

POSITION:	FMT (NB) – D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	22.32	25.11	27.90
01 Oct 2007	22.99	25.87	28.74
01 Oct 2008	23.68	26.64	29.60
01 Oct 2009	24.39	27.44	30.49

POSITION:	LOGISTICS I (NB)		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	19.33	21.74	24.16
01 Oct 2007	19.90	22.39	24.88
01 Oct 2008	20.50	23.07	25.63
01 Oct 2009	21.12	23.76	26.40

POSITION:	LOGISTICS I (NB) – D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	14.50	16.31	18.12
01 Oct 2007	14.93	16.79	18.66
01 Oct 2008	15.38	17.30	19.22
01 Oct 2009	15.84	17.82	19.80

POSITION:	LOGISTICS II (NB)		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	20.94	23.55	26.17
01 Oct 2007	21.57	24.26	26.96
01 Oct 2008	22.22	24.99	27.77
01 Oct 2009	22.88	25.74	28.60

POSITION:	LOGISTICS II (NB) - D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	15.70	17.67	19.63
01 Oct 2007	16.18	18.20	20.22
01 Oct 2008	16.66	18.75	20.83
01 Oct 2009	17.16	19.31	21.45

POSITION:	LOGISTICS III (NB)		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	23.88	26.87	29.85
01 Oct 2007	24.60	27.68	30.75
01 Oct 2008	25.34	28.50	31.67
01 Oct 2009	26.10	29.36	32.62

POSITION:	LOGISTICS III (NB) – D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	17.91	20.15	22.39
01 Oct 2007	18.45	20.75	23.06
01 Oct 2008	19.00	21.38	23.75
01 Oct 2009	19.57	22.01	24.46

POSITION:	CIVIL TECHNOLOGIST (NB)		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	25.58	28.78	31.98
01 Oct 2007	26.76	30.11	33.45
01 Oct 2008	27.98	31.47	34.97
01 Oct 2009	29.22	32.88	36.53

POSITION:	CIVIL TECHNOLOGIST (NB) – D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	19.19	21.59	23.99
01 Oct 2007	19.77	22.24	24.71
01 Oct 2008	20.36	22.91	25.45
01 Oct 2009	20.97	23.59	26.21

POSITION:	SOFTWARE PROGRAMMER (NB)		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	29.76	33.48	37.20
01 Oct 2007	30.66	34.49	38.32
01 Oct 2008	31.58	35.52	39.47
01 Oct 2009	32.52	36.59	40.65

POSITION:	SOFTWARE PROGRAMMER (NB) – D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	22.32	25.11	27.90
01 Oct 2007	22.99	25.87	28.74
01 Oct 2008	23.68	26.64	29.60
01 Oct 2009	24.39	27.44	30.49

POSITION:	ATE S/W TECHNOLOGIST (NB)		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	29.76	33.48	37.20
01 Oct 2007	30.66	34.49	38.32
01 Oct 2008	31.58	35.52	39.47
01 Oct 2009	32.52	36.59	40.65

POSITION:	ATE S/W TECHNOLOGIST (NB) – D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	22.32	25.11	27.90
01 Oct 2007	22.99	25.87	28.74
01 Oct 2008	23.68	26.64	29.60
01 Oct 2009	24.39	27.44	30.49

POSITION:	REPAIR TECHNICIAN (NB)		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	19.33	21.74	24.16
01 Oct 2007	19.90	22.39	24.88
01 Oct 2008	20.50	23.07	25.63
01 Oct 2009	21.12	23.76	26.40

POSITION:	REPAIR TECHNICIAN (NB) – D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	14.50	16.31	18.12
01 Oct 2007	14.93	16.79	18.66
01 Oct 2008	15.38	17.30	19.22
01 Oct 2009	15.84	17.82	19.80

POSITION:	TECHNICAL WRITER (NB)		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	26.78	30.13	33.48
01 Oct 2007	27.58	31.03	34.48
01 Oct 2008	28.41	31.96	35.51
01 Oct 2009	29.26	32.92	36.58

POSITION:	IT TECHNICIAN (NB)		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	22.32	25.11	27.90
01 Oct 2007	22.99	25.87	28.74
01 Oct 2008	23.68	26.64	29.60
01 Oct 2009	24.39	27.44	30.49

POSITION:	IT TECHNICIAN (NB) – D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
Current	16.74	18.84	20.93
01 Oct 2007	17.25	19.40	21.56
01 Oct 2008	17.77	19.99	22.21
01 Oct 2009	18.30	20.59	22.88

ARTICLE 17

17. TRAVEL PAY

17.1 WORK TRAVEL

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

17.2 LEAVE TRAVEL

17.2.1 A rotational employee shall not be required to work on a day of travel and shall receive eight (8) regular hours of pay for their day of departure and eight (8) regular hours of pay for their day of arrival. If a member is called into work on a day of travel provided under this article, then article 7.7 (call outs) shall apply. These hours will be eligible for the co-location allowance.

17.2.2 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.

17.3 OTHER COMPANY BUSINESS TRAVEL

17.3.1 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.

ARTICLE 18

18. SHIFT EXTENSION

- 18.1 If employees are requested during their normal working hours to extend their work day at the finish, they shall be paid in one (1) hour increments at the applicable overtime rate.
- 18.2 In the event that an early start is required, call out provisions shall apply unless ten (10) hours direct verbal notice is given prior to the start of the normal work day.

ARTICLE 19

19. TEAM COORDINATORS

19.1 OFF SITE TEAM COORDINATOR

19.1.1 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%.

19.1.2 Team Coordinators shall be entitled to the shift work premium as per Article 7.6.

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

19.2 DUTIES OF OFF SITE TEAM COORDINATOR

The Off Site Coordinator acts on behalf of the LSS Manager during site visits. In this role they have the authority to assign work to other staff on the team and are expected to fully brief the LSS Manager after the visit is completed. This includes informing the LSS Manager, both verbally and in writing, if required, if staff did not complete their assigned work and of any incident that occurred during the visit.

The following is a list of duties that should be assigned to the Off Site Team Coordinator, sometimes known as the Trip Lead:

- Plays a central role with the LSS Manager in team briefings prior to each trip.
- Ensures, together with his team and the logistics staff, that all food, water, tools and required material is available and positioned prior to departure.
- Acts as point of contact with the NWSCC and the LSS Manager while on site.
- In conjunction with the pilot and LSS Manager, makes decisions on early departure from site.
- Ensures that POL dips and fuel usage reconciliation is completed prior to departure from site.
- Ensures that newly generated Hazmat is correctly labeled and recorded and that existing Hazmat is inventoried and reconciled.
- Reviews all Maintenance and non-Maintenance assigned work with his team to ensure completion prior to departure from site.
- Ensures that all departure checklists are completed and that the site is properly secured on departure.
- Reports to the LSS Manager on work completed and provides reasons for work not completed.
- Plays a central role with the LSS Manager in team debriefing after each trip.
- Other roles as assigned by the LSS Manager.

ARTICLE 20

20. WORK IN A HIGHER CLASSIFICATION

- 20.1 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.

ARTICLE 21

21. RELIEF MANAGER/SUPERVISOR

- 21.1 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 16.
- 21.2 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.
- 21.3 Disciplinary documentation will not be drafted or signed by the Relief Manager/Supervisor.

ARTICLE 22

22. OFF SITE COMPENSATION

- 22.1 Co-located 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.
- 22.2 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.
- 22.3 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.

ARTICLE 23

23. PROBATIONARY PERIOD

23.1 DEFINITION

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

23.2 DURATION

23.2.1 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.

23.3 RESTRICTION

23.3.1 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.

ARTICLE 24

24. STATUTORY HOLIDAYS

24.1 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

24.2 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.

24.3 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 16.

24.4 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.

24.5 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.

ARTICLE 25

25. ANNUAL VACATION

25.1 Employees will accumulate vacation credits according to the following table:

NON-ROTATIONAL EMPLOYEES

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

25.2 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.

<u>Years of Service</u>	<u>Percentage of Gross Earnings</u>
Less than 2	4%
More than 2 and less than 5	6%
More than 5 and less than 15	8%
More than 15 and less than 25	10%
More than 25	12%

ARTICLE 26

26. LEAVE

26.1 BEREAVEMENT

26.1.1 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 and will be taken at the time of bereavement.

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

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

26.1.4 For all LSS's 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.

26.2 UNION BUSINESS

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

26.2.2 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.

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

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

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

26.3 COMPASSIONATE

26.3.1 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.

26.4 SICK LEAVE

26.4.1 Refer to Company Sick Leave Policy, REF 6206.

26.5 EXTENDED

26.5.1 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.

26.5.2 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.

26.6 OTHER

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

26.7 LOSS OF LEAVE

26.7.1 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.

ARTICLE 27

27. TRANSPORTATION

- 27.1 The Company shall provide transportation costs for rotational employees to their place of residence for all normal rotational leave.
- 27.2 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.
- 27.3 If an employee elects to change their place of residence, the cost impact on transportation due to this move must be mutually agreed to by the employee and the Company.

ARTICLE 28

28. SEVERANCE ENTITLEMENT

- 28.1 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
- 28.2 The minimum severance entitlement for eligible employees will be ten (10) days.
- 28.3 Severance is calculated on rate of pay at time of severance, and for co-located LSS employees, the rate includes the co-location allowance.
- 28.4 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.

ARTICLE 29

29. TECHNICAL TRAINING

- 29.1 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.
- 29.2 Employees in positions designated in the NWS Training Plan must successfully complete all required courses. Any employee who has made a determined effort to pass a course on their first opportunity, but who fails, will be given a second opportunity. Failure to obtain the required certification after the second opportunity will be sufficient grounds for dismissal.

ARTICLE 30

30. IN-SCOPE JOB POSTING

- 30.1 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.
- 30.2 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.
- 30.3 In reviewing applications, the following factors will be considered (in no particular order): related ability, qualifications, performance, length of service and time in current position.
- 30.4 All applicants will receive a personal reply to their application.

ARTICLE 31

31. HEALTH, SAFETY AND MORALE

31.1 SAFETY

31.1.1 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.

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

31.1.3 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.

31.1.4 The Safety Committee for North Bay will represent both the NWSCC and NWSSC and will consist of one member from management and a union member from each department.

31.1.5 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.

31.2 ARCTIC CLOTHING

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

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

31.3 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.

31.4 SAFETY FOOTWEAR ALLOWANCE

The Company will provide up to a maximum of \$125.00 per calendar year for the purchase of safety footwear. This will be paid as an expense and appropriate receipts must be provided.

31.5 FOOD AND ACCOMMODATION AT LRR'S

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

31.6 FOOD AND ACCOMMODATION AT SRR'S

In the event that overnighing 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.

31.7 RECREATION AND MORALE

31.7.1 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.

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

31.8 SUBSTANCE ABUSE

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

31.9 COLD WEATHER FLYING

31.9.1 LSS crews will be dispatched to the field at wind-chill factor up to -53°C . When wind-chill factor exceeds -53°C a joint Manager\Shop Steward\LSS 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.

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

ARTICLE 32

32. WORKPLACE HARASSMENT

- 32.1 It is IBEW and Nasittuq's objective to provide a working environment free from harassment.
- 32.2 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.
- 32.3 Refer to Nasittuq's Company Policy, which may be amended from time to time at the discretion of the Company, in consultation with the Union. Every employee will be given a copy of the Nasittuq Company Policy.

ARTICLE 33

33. INDUSTRIAL RELATIONS COMMITTEE

- 33.1 The Company and the Union agree to establish a standing Industrial Relations Committee (IRC) which will convene as required.
- 33.2 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.
- 33.3 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.
- 33.4 The Company and Union will be responsible for their own costs to attend these meetings.

ARTICLE 34

34. PROBLEM SOLVING PROCESS

The Problem Solving Process can be initiated by either the Union or the Company and flows through any or all of four (4) procedures:

- i) Complaint Procedure (Union);
- ii) Grievance Procedure (Union);
- iii) Arbitration Procedure (Union and Company); and,
- iv) Discipline Procedure (Company).

To ensure an expeditious resolution to issues addressed through this process, a number of time lines have been mandated. Failure by the Union to respond within the allotted time lines constitutes forfeiture and the issue is considered resolved in favour of the Company. Likewise, failure of the Company to respond within the allotted time lines constitutes forfeiture and the issue is considered resolved in favour of the Employee.

However, the parties may by mutual agreement extend the time lines at any step of the Problem Solving Process.

34.1 COMPLAINT PROCEDURE

34.1.1 The purpose of the Complaint Procedure is to deal with any workplace issue related to the Collective Agreement and this procedure shall be used prior to a grievance being submitted. A complaint form, if required, has been developed to document issues at this level.

34.1.2 A complaint shall be raised with Management, if all parties are available, within fourteen (14) calendar days of the occurrence, but no later than thirty (30) calendar days from the date of the occurrence, if all parties are not available.

Step 1

1. The Employee, immediate Supervisor or Manager and Steward shall make every effort to jointly and informally resolve the issue at the work location.
2. In the event that the complaint is not informally resolved, the Employee and Steward shall review the issue with the Chief Steward and will either, a) drop the issue, or b) complete a formal Complaint Form.

Step 2

1. The Employee and Steward shall present the formal Complaint Form, signed by the Employee and Chief Steward, to the Department Manager within (7) calendar days.
2. The Department Manager shall respond in writing to the Chief Steward within seven (7) calendar days.
3. In the event that the complaint is not resolved by the Department Manager, the Complaint Form will be forwarded by the Chief Steward to the Business Manager.

Step 3

1. The Business Manager shall present the complaint to the Senior Manager, Maintenance (or designee) within seven (7) calendar days of receiving the complaint form from the Chief Steward.
2. The Senior Manager, Maintenance (or designee) shall respond to the Business Manager within seven (7) calendar days.
3. It is expected that complaints will be resolved by Step 3.

34.2 GRIEVANCE PROCEDURE

- 34.2.1 The purpose of the Grievance Procedure is to deal with an 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 the Collective Agreement. Policy grievances initiated by the Business Manager shall be submitted within thirty (30) calendar days of the occurrence. Further, a complaint which is not resolved after Step 3 of the Complaint Procedure may be submitted in writing as a formal grievance within thirty (30) calendar days to the Senior Manager, Maintenance (or designee), who will respond in writing within thirty (30) calendar days.
- 34.2.2 Any grievance not submitted in conformity with the time limits specified in this Article shall be deemed to have been abandoned and cannot be continued or re-opened.
- 34.2.3 The Company and the Union expect that grievances shall be resolved without the need to use an outside third party. Through mutual agreement, the Senior Manager, Maintenance and the Business Manager may initiate a conciliation process to resolve the grievance. However, in the event the grievance cannot be resolved, the Arbitration Procedure shall apply.

34.3 ARBITRATION PROCEDURE

- 34.3.1 The Business Manager shall forward a letter of intent to proceed with arbitration, along with the names of three (3) potential arbitrators, to the Company no later than fourteen (14) calendar days after the receipt of the final response to the grievance by the Senior Manager, Maintenance (or designee).
- 34.3.2 Upon mutual agreement between the Company and the Union, a single arbitrator shall be appointed. If the parties cannot agree to an arbitrator within thirty (30) calendar days of the date of the letter on intent to proceed with arbitration, 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.
- 34.3.3 All expenses incurred by and for the arbitrator shall be shared equally by each party. The cost of participation by either party, including witnesses, shall be borne by that party.

34.4 DISCIPLINE PROCEDURE

- 34.4.1 An employee engaging in unacceptable behaviour not only has the potential to undermine Company operations but, furthermore, has a direct and deleterious impact on the morale of fellow employees.
- 34.4.2 The Company and the Union agree that all issues are best resolved as quickly as possible at the workplace level, between the employee and the immediate Supervisor or Manager. Addressing instances of unacceptable behaviour will normally follow the Discipline Procedure. However, steps can be bypassed due to the phase of employment (Article 23), or due to the seriousness of the behaviour. In such instances, the Company would advise the Business Manager. While acknowledging the interest of the Union in maintaining harmony in the workplace, the involvement of the Steward in the Discipline Procedure shall not be interpreted as active participation in the disciplining of the Employee.

Step 1 – Memo for Record

Unacceptable behaviour is noted by the immediate Supervisor or Manager, who then discusses the behaviour with the employee and explains what is considered “normally acceptable” behaviour. A commitment to conform to standards of “normally acceptable” behaviour is obtained from the Employee. The discussion is recorded by the immediate Supervisor or Manager in a Memo for Record. The presence of the Steward is required.

It is expected that unacceptable behaviour will cease by Step 1.

Step 2 - Letter of Reprimand

Unacceptable behaviour is again noted by the immediate Supervisor or Manager and is brought to the attention of the Department Manager (Note: the immediate and Department Manager may be the same individual). The Department Manager, in the presence of the Steward, will present the Employee with a Letter of Reprimand, which will outline the current behaviour and the previous discussion at Step 1, as well as the possible consequences of continued unacceptable behaviour. Additionally, copies of the Letter will be provided to the Senior Manager, Maintenance; Manager, HR; Business Manager; and, Chief Steward. After two (2) years from the date of the reprimand, with no subsequent incidents of unacceptable behaviour, the Letter of Reprimand will be removed from the employee's file.

Step 3 - Suspension

Unacceptable behaviour is again noted. The Department Manager will inform the Steward of the decision to suspend the Employee. The Employee, in the presence of the Steward, will be advised by the Department Manager of the suspension and will be provided a Letter of Suspension. The Steward will ensure the Chief Steward and Business Manager are advised. Suspensions will normally be without compensation. After two (2) years from the date of suspension, with no subsequent incidents of unacceptable behaviour, the Letter of Suspension will be removed from the employee's file.

Step 4 - Dismissal

The Company has a substantial investment in its Employees, so the discharge of an Employee for unacceptable behaviour is not an action that is taken without serious consideration.

Unacceptable behaviour is at a level, or of a nature, that the Employee's employment is terminated. Upon termination, written notification is provided by the Company to the Employee and the Union.

AGREEMENT RENEWAL

The terms and conditions of this Collective Agreement shall take effect 01 October 2007 and shall continue in effect until 30 September 2010.

During April 2010, 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 May 2010 with the intent of concluding by 30 September 2010.

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 28th day of April in the year Two Thousand and Eight.

Signed for the Company:

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

Andrea Winter
Manager, Human Resources

Kevin McIsaac
Business Manager

Present at Arbitration 03 and 05 March 2008

Company

J. Boyle
P. Lundy
N. Macartney
A. Winter

Union

B. Acker
D. MacLachlan
K. McIsaac

Letters of Understanding

01 May 2008

Mr. Kevin McIsaac
Business Manager, Local Union 1541, IBEW
2-21 Ashdale Crescent
North Bay, Ontario
P1A 4L8

Dear Mr. McIsaac,

Re: Letter of Understanding:
NWSCC Shift Technicians – Job Sharing

As per the request of the union members, the Company is prepared to accept job sharing of the NWSCC Technicians under the following conditions:

- Two qualified employees shall hold the same position.
- Normally, one of the employees shall staff the position's shift.
- In the event that one employee wishes to break the job share arrangement, the remaining employee must revert back to the schedule for that position on a fulltime basis.
- Vacation will be paid out bi-weekly at the appropriate entitlement (as per Collective Agreement) for each employee based on their bi-weekly earnings. The employees will not earn paid time off.
- Each employee will be paid for all statutory holidays as outlined in the Collective Agreement.
- The Employees annual salary will be based on 26 weeks of shift work. Employees will be eligible for group life, accidental death and dismemberment, weekly indemnity and long tem disability coverage based on this annual salary. Medical and dental benefits will remain the same as for fulltime permanent employees. Employees are eligible for optional insurances if they wish.
- The Company has the right to review arrangements and make changes as required with a minimum of five weeks notice. The intent of the notice is to facilitate the transitions back into the shift schedule.

Andrea Winter
Manager, Human Resources

Kevin McIsaac
Business Manager, IBEW 1541

Cc: J. Boyle, Senior Manager, Maintenance
C. Grandy, Manager, NWSCC

18 October 2007

IBEW Local 1541
2-21 Ashdale Crescent
North Bay, Ontario
P1A 4L8

Attention: Mr. Kevin McIsaac
Business Manager

Dear Kevin,

Re: A. Letter of Understanding: NWSCC 12 hours shift trial, Dated 02 January 2007
B. Letter of Understanding: NWSCC 12 hours shift trial, Dated 03 April 2007

The contractual Article 8 will be decided by the Feb 2008 vote to work 12 hour shifts under Article 8A or to work 8 hour shifts under Article 8 for the duration of the collective agreement.

Yours truly,
Nasittuq Corporation

IBEW Local 1541

Nancy Macartney
Acting Manager, Human Resources

Kevin McIsaac
Business Manager