

Collective agreement

between

the kativik regional government

and

the kativik regional government employees' union- csn
(Transport Section)

in effect from january 1, 2003 to december 31, 2006

136 06(01)

Table of content

Article 1	Purpose of the agreement.....	6
Article 2	Union recognition.....	6
Article 3	Definition of terms.....	6
Article 4	Management rights and obligations.....	13
Article 5	Non discrimination and positive action program.....	14
Article 6	Right to information.....	15
Article 7	Union membership.....	16
Article 8	Union activities.....	17
Article 9	Grievance and arbitration procedure.....	20
Article 10	Seniority.....	22
Article 11	Movement of Personnel in cases of Position Abolition, Reorganisation.....	25
Article 12	Temporary lay-off and recall to work.....	26
Article 13	Technological change.....	28
Article 14	Job posting, selection and movement of personnel.....	29
Article 15	Health and safety.....	32
Article 16	Professional membership.....	32
Article 17	Sub-contracting.....	32
Article 18	Disciplinary measures.....	33
Article 19	Personal files.....	33
Article 20	Hours of work.....	34
Article 21	Overtime.....	37
Article 22	Statutory holidays.....	44
Article 23	Social Leaves and Deferred Salary Leaves.....	45
Article 24	Vacation.....	49
Article 25	Parental leaves.....	50
Article 26	Leave without pay.....	61
Article 27	Training.....	63
Article 28	Public service absences.....	63
Article 29	Leave for traditional activities.....	63
Article 30	Sick leaves.....	64
Article 31	Group insurance.....	64
Article 32	Registered Retirement Savings Plan.....	65
Article 33	Classification and salaries.....	65
Article 34	Job evaluation committee.....	68
Article 35	Annual evaluation.....	69

Article 36 Northern benefits.....	69
Article 37 Public liability.....	80
Article 38 Amendments to the collective agreement.....	80
Article 39 Appendices and letters of agreement.....	80
Article 40 Duration of the contract.....	81
Appendix “A”	82
Appendix “B”	85
Appendix “C”	87
Appendix” D “.....	89
Appendix “E”	92
Appendix “F”.....	94
Appendix “G”.....	99
LETTER OF AGREEMENT # 1.....	100
LETTER OF AGREEMENT # 2.....	102
LETTER OF AGREEMENT # 3.....	103
LETTER OF AGREEMENT #4.....	105
LETTER OF AGREEMENT #5.....	106

INTRODUCTION ESTABLISHING THE PRINCIPLES WHICH WILL GOVERN THE INTERPRETATION AND THE APPLICATION OF THE COLLECTIVE AGREEMENT

WHEREAS Kativik Regional Government (K.R.G.) is a public corporation established under the "Loi sur les villages nordiques et l'administration régionale Kativik", hereafter referred to as the Law, [L.R.Q. Chapter V-6.1] and having jurisdiction within the territories described within the Law;

Whereas the Kativik Regional Government Employees' Union (CSN) is a certified association present in the territory described in the Law, and recognised as the representative of the KRG employees included in the bargaining unit, as defined in the Labour Commissioner's decision, rendered February 20, 1995;

Whereas the parties consider the implementation of The James Bay And Northern Quebec Agreement [JBNQ Act] and recognise the needs of the Inuit in respecting their culture, their way of life and language, without compromising greater economic self reliance in the North of the 55th parallel and the increase of social stability;

Whereas it is the intention of the parties that, through the collective agreement or other convened instruments, the proper mechanisms be put in place that would favour the achievement of the objectives outlined in Chapter 29 of the JBNQ Act;

Whereas K.R.G., as a public entity actually dependant on external subsidies or funding for the execution of its mandates, must comply to the requirements or enactments of different governmental or subsidising authorities;

Whereas the parties consider the importance of the northern expertise developed or to be developed by the KRG and its employees;

It is therefore resolved that :

The intent of the collective agreement, unless specifically modified by its language, is to promote greater economic self-reliance in the North of the 55th parallel and the increase of its social stability.

The Collective agreement's object is to set uniform working conditions for KRG certified employees governed by its terms, and is another mean to achieve the objectives outlined in Chapter 29 of the JBNQ Act. Any modification to the workforce must be in compliance with the text of the collective agreement.

The Collective agreement will favour any job training program and affirmative action programs enabling Inuit to have priority access to the labour market within the North of the 55th parallel.

The Union recognises that the funds granted or to be granted to the K.R.G. from subsidising authorities, must respect at all times the conditions for which they were granted unless otherwise convened by the subsidising authority.

The Collective agreement, in its interpretation or application will respect the Inuit culture, language and way of life.

The foregoing governing principles are deemed to be included in the Collective agreement, both parties confirming their desire to respect both the rights granted to Inuit by the JBNQ Act as well as the working conditions that are instituted by the Collective agreement within the scope of the Federal Labour Code.

Article 1 Purpose of the agreement

1.01 It is therefore the purpose of this agreement:

- a) To promote orderly relations between the Employer, the Union, and all employees covered by this agreement in order to ensure equitable and just working conditions, promote the quality of work to the end that the North of the 55th parallel will be well and efficiently served;
- b) To promote the safety and health of the employees;
- c) To favour the appropriate mechanisms for the prompt and fair settlement of disputes that may develop between the Employer and the employees covered by this collective agreement.

Article 2 Union recognition

- 2.01 The Employer recognises the Union as the sole collective bargaining agent and the only authorised representative for purposes of application and administration of this collective labour agreement for all employees included in the bargaining unit.
- 2.02 The tasks regularly performed by employees covered by the present collective agreement cannot be performed by employees outside the bargaining unit as defined in the certificate of accreditation, except for purposes of training, emergencies and when a qualified employee is not available.
- 2.03 In order to be valid, all agreements subsequent to the signature of the present agreement among one, several or all of the employees and the Employer, that modify the present agreement must receive the written approval of the Union.
- 2.04 The present collective agreement applies to all employees covered by the certificate of accreditation issued by the Ministry of Labour to the Kativik Regional Government Transport Employees' Union (CSN).

The text of the certificate of accreditation appears in Appendix "A .

Article 3 Definition of terms

3.01 Employee

Means any person employed by Kativik Regional Government who is covered by the certificate of accreditation issued by the relevant federal authority of the Canada Industrial Relations Board.

3.02 Probationary Employee

Means an employee hired to become a permanent employee and who has not yet completed the probationary period provided in article 10.02.

3.03 Permanent Employee

Means an employee, who has successfully completed the probationary period provided in article 10.02.

3.04 Temporary Employee

Means an employee hired, at the Employer's discretion, to fill a position which is temporarily vacated by its incumbent, or to meet a temporary work surplus; upon the return of the incumbent or when the level of work has reached its normal level, this employee is laid off.

Only the following stipulation of the collective agreement applies to such an employee :

- Definitions
- Union membership
- Positive action program
- Grievance procedures (except in case of dismissal at the end of assignment)
 - Health and safety
 - Disciplinary measures
- Overtime and travel expenses
 - Social leaves (articles 23.01 and 23.02)
- Applicable Seniority
 - Job postings
- Training
 - Classifications and salaries
- Payment of salaries and Cost of living differential allowance
- Hours of work
 - Public liability
- Group Insurance and subject to the Group insurance policy terms.
- Notwithstanding the above, the following rules will apply to a temporary employee hired to replace a permanent employee absent from work for one of the reasons provided for in the collective agreement:

- a) When it is known in advance that the employee to be replaced will be absent for more than six (6) continuous months from the day the replacement is needed, then from the first day of his replacement, the replacing employee will benefit of all the dispositions of the collective agreement as long as he remains in that replacement.

- b) When the duration of the absence of the employee to be replaced is objectively unknown at the beginning of the absence or is expected to last less than six (6) months from the first day of replacement, then the replacing employee will benefit of all the dispositions of the collective agreement after six (6) months of continuous replacement from the beginning of his replacement as long as he remains in that replacement.
- c) At no time can a temporary seasonal employee build rights to obtain the status of probationary, permanent or temporary, student, trainee employee or project employee, nor may oppose any of his rights against those status. Neither this article nor any one of the collective agreement applies to an employee governed by another collective agreement or a law or a decree applicable for the execution of specific activities (as example, construction workers). However, if the replacement has a duration of over three (3) months, the employee will receive all the benefits but in no time that person can claim seniority.

3.05 **Project employee**

A person who is hired for a special project (as opposed to the regular activities of the KRG) under a specific governmental subsidy, or under a training on the job academic related program and where the work to be executed by a project employee does not deprive the regular employees from their regular workload. A project is no longer special after it has been effective for **two** (2) consecutive years. After those two years and subject to what is provided for in the last paragraph of the present article, if the Employer elects to maintain the project, he will post the job as per article 14.02.

Within the scope of the present collective agreement, a project is special when the governmental subsidy is limited in time with no guarantee to be renewed. The services of such project employees are always needed for a set period of time, not exceeding one year of duration but renewable for one year once.

The use of project employees cannot have for effect to reduce the number of regular permanent employees or to eliminate the needs for temporary employees (when there is a temporary work surplus within the regular activities), nor reduce their regular working hours.

Job opportunities within this status do not have to be posted as per article 14.02 as long as the program is effective for less than **two** (2) years. However, the Employer may elect at any time to post a job opportunity in that status. In that case, the selected person shall become permanent after a continuous period of **two** (2) years in that position and his seniority will be recognised from his date of hiring as a project employee on that specific project. As long as he is a project employee, such an employee is not governed by the present collective agreement except for the Union membership. At no time can a project employee build rights

to obtain the status of Regular employee (probationary, permanent and temporary), student, or trainee employee, nor may oppose any of his rights against those status. Neither this article nor any one of the collective agreement applies to an employee governed by another collective agreement or a law or a decree applicable for the execution of specific activities (as example, construction workers). By exception, if pursuant to the fact that a job has to be posted after the two year period referred above, the project employee who held the position is entitled to apply on the new created job; if he obtains the job, then his seniority will be recognised from his last date of hiring as a project employee on that specific project. For classification purposes, at all times the anniversary date of an employee who became permanent after being a project employee, corresponds to the date on which he became permanent.

3.06 **Permanent seasonal employee**

After an employee successfully completes a 3 months probationary period, she/he will become a permanent seasonal employee.

She/he shall benefit the collective agreement on a pro rata basis. Calculation of such benefits shall begin on the first day of work in his work season and end on the last day of work of his work season. The employee will have one (1) calendar year from his start date each work season to access her/his “annual leave travel allowance.”

KRG will contact such an employee a month prior to his work season. Should an employee fail to respond to a request to return to work within two (2) weeks of being contacted, she/he is considered as having resigned, with the exception of special circumstances.

Such an employee is not disqualified as a seasonal employee when he/she may occasionally work outside his regular work season, such as temporarily replacing a permanent employee who is on leave of absence. Such replacement work need not necessarily be in her/his regular field of employment as long as it is part of the bargaining unit.

3.07 **Student**

A person attending school on a full time basis and who is hired during the summer period between the 15th of April and the 15th of September. Only the following stipulations of the collective agreement apply to such an employee: hours or work, the basic salary and the Union membership. The use of student employees cannot have for effect to reduce the working hours of the permanent employees.

3.08 **Employee Trainee**

An Inuk hired to acquire and develop skills and knowledge related to a permanent position, so that eventually the employee is able to handle autonomously the responsibilities related to such a position after his period of apprenticeship. The use of trainee employees is part of the Positive Action Program.

An employee-trainee is governed by the present collective agreement except for the specific following conditions:

- a) The employee-trainee must undergo a training program (apprenticeship), the content and length of which is determined by the Employer. That training program is of a minimum of one year and a maximum of three years.
- b) During his apprenticeship, the employee-trainee is in probation.
- c) The classification process set at article 33 does not apply to the employee-trainee. For the first year of apprenticeship, the employee-trainee shall be integrated at the first level of the class in which the job he is training in is classified.
- d) For the following years, as the case may be, the employee-trainee is submitted to an evaluation of the same nature as the one described in article 33.09, and may have access to the next level if his evaluation so recommends.
- e) An employee-trainee who, for whatever reasons, has to interrupt his apprenticeship for a period not exceeding 12 continuous months (or for less than seventy-one weeks in case of maternity leave or fifty-three weeks in case of parental leave), keeps the right to complete said apprenticeship; his other rights and entitlements during that period are interrupted as well.
- f) The provisions related to Deferred Salary Leave and Leaves without pay do not apply to the employee-trainee. Also article 24.04 applies to said employee as long as he is a trainee.

3.09 **Permanent Part-time Employee**

Means a permanent employee who regularly works less than the regular workweek. Such an employee is not disqualified as part-time employee when he occasionally executes a regular workweek. He shall benefit the collective agreement on a pro rata basis.

3.10 Immediate Supervisor

Means the person who has line responsibility for the employees under his jurisdiction, which includes the primary responsibility or final review in matters such as but not limited to hiring, leaves and discipline. At no time the powers and duties vested with the administrative council or executive committee of the Employer shall be vested with such a supervisor.

3.11 Vacant Position

Means any position that has been definitively vacated by its incumbent.

3.12 Regular employee

Means an employee who has the status of "permanent employee" or "temporary employee".

3.13 Promotion

Means the movement of a regular employee from one position to another position in a higher classification.

3.14 Transfer

Means the movement of a regular employee from one position to another with the same classification.

3.15 Demotion

Means the movement of a regular employee from one position to another in a lower classification.

3.16 The Union

Means the Kativik Regional Government Employees' Union (CSN), Transport Section).

3.17 Employer or KRG

Means the Kativik Regional Government.

3.18 The Parties

Means the Employer and the Union.

3.19 **Spouse:**

Means either of two people who:

- a) Are married and cohabiting;
- b) Are living together as husband and wife and are the father and mother of the same child;
- c) Are and have been living together as husband and wife for one year or more under the same roof.
- d) Under exceptional circumstances, the parties may agree to consider an employee's partner as her/his spouse.

3.20 **Child**

Means the offspring, the legally adopted or the customarily adopted child of an employee or of that employee's spouse, as well child means the minor of whom the employee is the foster parent or the legally appointed guardian, of which written proof will be made available.

Dependant

- Means a person residing with the employee who is the employee's spouse, or his child when the latter:
- is under eighteen (18) years of age and depends on the employee for financial support; or
- is under eighteen (18) years of age and is not employed on a full-time basis; or
- is under twenty-five (25) years of age and is a full-time student enrolled in an educational institution.
- If she/he became a complete invalid, regardless of her/his age, while she/he satisfied one of the above conditions, and has continued to be an invalid since this date.
- The spouse or the child of the employee, who is not residing with the employee, but who is residing in Nunavik, and who fulfils one or more of the above conditions, may be declared a dependant if the employee can provide the legal judgement or written proof certified by a commissioner of oath, that she/he is supporting this individual financially.

3.22 Place of work

Location where an employee usually performs his duties. If an employee usually performs his duties in several locations, the place of work is then deemed to be where he generally receives his instructions and reports on his activities.

3.23 Agreement or JBNQA

Means the James Bay and Northern Quebec Agreement and all the implementation laws to execute said agreement.

3.24 Inuk or Inuit

A person or a group of persons considered within the scope of article 1.10 of the James Bay and Northern Quebec Agreement, as it is applicable at the time when such a definition has to be applied. For the application of articles 3.08, 5, 11, 12, 13 and 14 of the present agreement, supporting the Positive Action Program, Inuk or Inuit applies only to a person or a group of persons of Inuit ancestry born or residing in the Province of Quebec, and their adopted child.

3.25 For the purposes of interpreting the present agreement, the feminine or the masculine includes the feminine and the masculine to the extent that the context permits.

3.26 Based employee

An employee who works mainly in one (1) location.

3.27 Employee on a travelling rotation

An employee who has no fixed base of work.

Article 4 Management rights and obligations

4.01 The Union recognises that the Employer has all the rights to manage and direct its operations and employees in conformity with its right and obligations. Solely specific provisions of this agreement limit the Employer's rights.

4.02 Language of the collective agreement

a) The Collective Agreement and subsequent agreements between the parties are produced in Inuktitut, French and English.

- b) For the application of this collective agreement, the language used in the verbal communications is Inuktitut or the common language between the persons involved when they so convene. Any written communication sent to an Inuit employee will be established in the same manner.
- c) When a delay contemplated by the collective agreement is to be expired before compliance with paragraph d) to the present clause, then the party sending to the Inuit employee could establish its correspondence in the common language before the expiration of the delay, providing that an Inuktitut version is sent within reasonable delay afterwards.
- d) The official language and version for the application of this Collective Agreement or for any litigation will be the English document.
- e) The translation will be done by the Employer and the cost will be split equitably between the Employer and the Union.

4.03 Any changes to forms or notices relating to issues covered by the Collective Agreement must be discussed at the Labour relations committee at least ten (10) working days before said forms or notices are distributed to the employees covered by the present agreement.

Article 5 Non discrimination and positive action program

5.01 The Union and the Employer agree that there will be no discrimination against any employee on the basis of any of the following reasons: age (except as provided by law), race, colour, sex, pregnancy, sexual orientation, civil status, religion, political conviction, language, ethnic or national origin, social conditions, handicap or the use of any means to palliate to handicap.

5.02 Hiring practices, job postings, and personal files used by the Employer will reflect this position.

5.03 Positive Action Program

At all times, priority shall be given to the Inuit in the hiring practices, training on the job program, job postings, entitlements and movements, as set by the collective agreement, and this shall not constitute discrimination within the scope of article 5.01.

5.04 Sexual harassment

a) Sexual harassment constitutes a form of discrimination based on gender and consists of behaviour manifested by repeated ~~(la)~~ and undesired words, acts or gestures with a sexual connotation, and which undermines the dignity or

physical or psychological security of the person or which results, for the person, in unfavourable working conditions or dismissal.

(1) However, one single serious act that has a continuous harmful effect may also be harassment.

- b) No form of sexual harassment whatsoever shall be tolerated. The parties shall work together to prevent the occurrence of sexual harassment situations, by instituting the appropriate educational and information measures.
- c) In no case shall a person who is a victim of sexual harassment suffer any prejudice in the treatment and settlement of a complaint to this effect by him or her.
- d) Within twelve months of the signature of the collective agreement, the Employer shall develop and apply a policy against sexual harassment that specifically includes mechanisms to facilitate the processing and settlement of sexual harassment complaints. Those mechanisms must avoid any situation where a complainant would be obliged to divulge his or her complaint to the alleged harassing person.
- e) At no time shall an internal recourse mechanism against sexual harassment prevent a plaintiff or another person involved from using any other recourse, specifically the grievance procedure or the complaint mechanism of the Human Rights Commission. The prescribed period for submitting a sexual harassment grievance shall be six (6) months after the event which gave rise to the grievance is made known.

Article 6 Right to Information

6.01 Within sixty (60) days of the signing of the present agreement, the Employer provides the Union with an alphabetical listing of employees in the bargaining unit containing the following information:

- a) Name
- b) Gender
- c) Location
- d) Date of hire
- e) Status
- f) Position (title, department)
- g) Category, classification and step (whenever applicable to status)
- h) Dependants

The Union will only use home address and home telephone number information to contact an employee and will manage to keep the information confidential.

Such list will be sent to the person designated by the Union to be the one managing that list by internal email.

- 6.02 Twice a year, effective April 1st and October 1st, the Employer provides the Union representative with an updated list.
- 6.03 The Employer provides the Union with copies of relevant documents which will allow the Union to determine the employees who have been terminated, who are on leave, as well as new employees.

Article 7 Union membership

Those employees included in the bargaining unit and who are members of the Union at the date of signature of this agreement and those who become members at a later date must remain members of the Union for the duration of this agreement.

- 7.02 a) each new employee must become a Union member by signing a membership card and paying the membership fees set by the Union.
- b) In the case of a new employee, a fifteen-minute meeting is provided in a convenient confidential room between the new employee and her/his union representative as designated by the Union.
- c) This meeting must take place as soon as possible following the hiring of a new employee. The scheduling of the meeting will be arranged with the appropriate department Director.
- 7.03 The Employer is not required to discharge or to transfer out of the bargaining unit an employee expelled from the Union or whose admission to the Union is refused. However, such an employee will remain subject to Union dues.
- 7.04 The Employer deducts from each employee's pay cheque at each pay period, an amount equal to the Union dues.
- 7.05 New employees pay dues beginning with the first (1st) complete pay period following their date of hire.
- 7.06 The Union advises the Employer of any modification in Union dues at least twenty (20) working days prior to the date on which the Employer implements such a change in the pay cheques. The change date must coincide with a full pay period.
- 7.07 a) Every month, the Employer sends to the Union Treasurer, within a period not exceeding fifteen (15) working days from the last pay date of the month, the money which has been collected, and an alphabetical list of the names of the employees, and the amount deducted from each employee. Such payment and list to be completely separate from any other bargaining unit.

b) The Employer indicates on the T4 and "Relevé 1" slips the Union dues collected from each employee.

7.08 All administrative correspondence concerning Union dues will be between the Employer and the Union Treasurer.

Article 8 Union activities

8.01 General rules related to Union activities are described in the Letter of agreement #3 of the present collective agreement.

8.02 For any joint meeting scheduled with the Employer, the parties agree that some representatives of either of the parties may participate in the meeting by telephone. The Employer pays for any long distance telephone call. At all times, there must be at least one member of each party physically present at the meeting.

8.03 Union Negotiation Team

a) For the renewal of the collective agreement or any modification to it, the Employer recognises that the Union negotiation team is composed of four (4) members designated by the Union.

b) To prepare any negotiation session, the members of the Union negotiation team will take the time necessary from the monthly allocation provided for in letter of agreement #3.

c) For any negotiation, conciliation, mediation, arbitration or signature meeting, related to the conclusion or renewal of the collective agreement, the Employer grants the Union Negotiation team a leave of absence without loss of pay.

d) Members of the Union Negotiation team may defer vacation accumulated until the signing of the collective agreement, to after the signing of the collective agreement. Members of the Union negotiating team may defer up to a maximum of ten (10) days, over and above that which is provided for in clause 24.10 and this for a maximum period of twelve (12) months.

8.04 Grievance Officer

a) The Employer agrees to recognise a Union Grievance officer designated by the Union and for inquiry purposes related to a grievance or a situation that could lead to a grievance.

- b) The grievance officer must inform his supervisor that he has to conduct an inquiry. The time then taken to that effect is to be considered within the allocated time granted in letter of agreement #3 concerning union activities.
- c) When the Employer convokes the grievance officer, the time then taken with the Employer is not to be considered within the time allocated to said officer for inquiry purposes.

8.05 **Labour Relations Meetings**

- a) The parties agree that the purpose of the Labour Relations meetings is to provide a forum through which the parties may exchange information and views on all matters related to labour relations. The time necessary for the designated Union officers to attend these meetings is not to be taken from the monthly allocation provided for in the letter of agreement #3.
- b) Meetings of the Labour Relations committee will be held a minimum of once every ~~two~~ months. Additional meetings may be held if the parties agree.
- c) The labour relation representation is composed of a maximum of ~~two~~ (2) Employer's representatives and ~~two~~ (2) designated Union officers. They have the right to make recommendations as a result of their discussions; they do not have the power to alter or amend the Collective Agreement or the Employer policies and procedures in any way. The joint recommendations are submitted in writing to the Executive Committee of the KRG. The representation of each party will include at least one Inuk.
- d) The parties inform each other in writing of the names of their representatives having the mandate to sit on the labour relations joint meetings as well as any modification which might occur.

8.06 **Leave for external Union activities**

- a) Upon written notice from the Union, the Employer may grant a leave without pay of not less than six (6) months, to not more than one ~~(1)~~ permanent full-time employee for Union service either as an employee, or in an elected position, within the Confederation des Syndicats Nationaux (CSN) or one of its affiliated bodies. The employee or the Union will assume all the costs related to the employee's relocation.
- b) The notice carries the name of the employee, the nature and length of the absence, the dates on which the absence will start as well as it will terminate; it must be forwarded to the Human Resource office, sixty (60) days prior to the beginning of the absence.

- c) The Employer agrees to grant such a leave without pay unless, due to particular circumstances, it would be impossible within the specified delay to ensure the applicant's replacement when his position is necessary, or without seriously affecting the normal operations of the department where the employee concerned works.
 - d) If the employee who is granted leave holds a non-elective position, he must return to work within twenty-four **(24)** months of the beginning of his leave, failing which, he will be considered as having resigned.
 - e) If the employee on such leave holds an elective position, he receives a leave without pay equal in length to his term of office.
 - f) An employee on such leave does not have a right to the benefits of this agreement except the group insurance plan to the extent such plan **so** allows. In such event, the cost of the premiums will be paid entirely by the employee.
 - g) The employee granted such leave must give the Employer a written notice of his intent either to return to work or to stand for re-election at least ninety (90) days before the due date for his return. Upon his failure to give such a notice or to return to work at the due date he is considered as having resigned
 - h) Upon his return to work, the Employer reinstates the employee into the position he occupied at the moment of his departure, or if his position has been modified or abolished into the same position he would have held had he remained **at** work.
 - i) The employee granted leave by virtue of the present article will continue to accumulate seniority.
- 8.07**
- a) When one of the parties requests that the Labour commissioner decide whether or not an employee should be included in the bargaining unit, the Employer will continue to deduct union dues or the equivalent of union dues until the Labour commissioner or the Labour court renders it's decision, following which the Employer will remit the union dues in conformity with said decision.
 - b) The deduction of union dues will begin at the beginning of the month that follows the filing of the request.
 - c) It is the Employer's responsibility to see to the application of this paragraph.

Article 9 Grievance and arbitration procedure

- 9.01 The parties agree that a grievance shall be any disagreement respecting the application or the interpretation of the collective agreement. The parties agree that they will endeavour to settle a grievance as promptly as possible.
- 9.02 A technical error does not invalidate a grievance.
- 9.03 a) A grievance is presented in writing and contains a summary of the facts written in such a way as to be able to identify the problem raised, as well as the redress sought, and the amount claimed when it is possible to calculate it.
- b) A grievance may be amended as long as the amendment does not alter the nature of the grievance.
- 9.04 a) No employee will suffer a **loss** of salary for the time spent in a meeting convoked by the Employer during regular work hours to discuss a grievance.
- b) During an arbitration session, the grievance officer, the grievor, and any interested employee are granted leave, without loss of pay, to attend the session. Any other employee who serves as witness is granted, for the time of his testimony, a leave from regular work without loss of salary. All the expenses related to the transportation and lodging of the Union representative, the grievor and other interested employees will be assumed by the Union; any witness' expenses are to be assumed by the party who has requested said witness.
- 9.05 An employee who, in good faith, files a grievance must not in any way be penalised or inconvenienced as a result.
- 9.06 The Union may file a grievance on behalf of an employee, a group of employees, or all of the employees. In such a case, the Union must conform to the form and procedure provided in paragraph 9.03 a) and article 9.07.
- 9.07 For all grievances, the Employer and the Union agree to conform to the following procedure:
- a) The employee or the designated grievance officer files the grievance with the immediate supervisor, with a copy to the Human Resources office, within thirty (30) days of the event that gave rise to the grievance.

Notwithstanding the preceding paragraph, a Union grievance is filed with the director general, with a copy to the department director concerned as well as to the human resources department.

In the case where knowledge is acquired after thirty (30) days of such an event, but less than six (6) months from the day when the cause of action arose, the grievance must be filed within twenty (20) days of such knowledge by the employee or the Union to be considered validly filed.

- b) At the request of either party, a meeting or conference call between the Employer and the grievance officer will take place within the twenty (20) days following the filing of the grievance.
- c) The immediate supervisor gives his answer in writing to the grievance officer within thirty (30) days following the receipt of the grievance.

9.08 Failing agreement, or if the immediate supervisor fails to answer within delay, the Union may submit the grievance to arbitration by giving notice to the Human Resource office of its intention within the thirty (30) days following the delay provided for in article 9.07 c).

9.09 Arbitration Process

- a) Unless otherwise agreed to by the parties, all grievances are heard before a single arbitrator as chosen by both parties. If the parties fail to agree on the choice of an arbitrator, either party may ask the Federal ministry of Labour to nominate an arbitrator.
- b) An arbitration session may be of one to three consecutive days.

For a scheduled session, it is possible to seize an arbitrator of more than one grievance, providing that a session will not be scheduled for more grievances than can be completed at that session.

A grievance that is foreseen to last more than three (3) consecutive days is not covered by this limitation.

- c) Any postponement of an arbitration session is to the costs of the demanding party, unless it is established that both parties have requested in writing such a postponement; in such a case subsection f) applies.
- d) An arbitrator designated as per the present article, is deemed to be designated to render justice in the Federal judicial district of Abitibi and therefore must be aware of the usages as well as the mentality of the Inuit and must take those into consideration.

At no time will an arbitrator designated under the present article be entitled to modify, amend or alter the content and scope of the present collective agreement.

- e) Whenever possible and practical, as determined by the designated arbitrator and accepted by the parties, it will be possible to hear witnesses by phone or video, or any other available technology, so to favour that the costs and delays to obtain a decision be reduced to the minimum.
 - f) The fees and expenses of a designated arbitrator will be divided equally between the parties.
 - g) All the arbitration sessions shall take place in the Employer's office in Kuujuaq.
- 9.10 a) For the computation of the delays provided for in the present article, the day that constitutes the starting point is not taken into account but the last day is. When the last day falls on a Saturday, a Sunday or a Statutory holiday, the delay is prolonged to the next working day.
- b) By mutual agreement in writing, the parties may extend the delays identified in the present article.

Article 10 Seniority

10.01 Accumulation and acquisition of Seniority rights

- a) For the permanent employee, seniority is accumulated on the basis of continuous service as a member of the bargaining unit.
- b) In all cases, seniority is acquired for any permanent employee, when he has completed his probationary period, retroactively to the date of hire.
- c) The temporary employee accumulates seniority on the basis of hours worked. However, this seniority cannot supersede that of a permanent employee as long as the person has the status of temporary employee.
- d) A temporary employee who is hired on a permanent basis during his assignment or within twelve (12) months after the end of his assignment will see his probation period reduced by the number of days worked on a temporary basis.

10.02 Probationary Period

- a) The probationary period for a new employee hired in a non-professional support staff position, to become a permanent employee is of three (3) months of work. The employer recognises that during the probationary period, the new employee will receive appropriate assistance and indications in order to facilitate adaptation to his new position.

- b) The probationary period for a new employee hired in a professional support staff position or a relocated employee (the point of origin is different from the place of work), to become a permanent employee is of six (6) months of work. The employer recognises that during the probationary period, the new employee will receive appropriate assistance and indications in order to facilitate adaptation to his new position.
- c) The probationary period provided for in paragraph b) may be shortened after advising the employee in writing with a copy to the Union.
- d) Time worked as overtime will not be considered as time worked for the completion of the probationary period provided for in the present clause.
- e) In the middle of the probationary period and when the employee in probation so requests, the immediate supervisor will discuss with the employee his/her progress. Such a discussion may take place by telephone.
- f) The Union, the Employer and the employee may agree in writing to extend an employee's probationary period.
- g) The employee whose employment is terminated during the probationary period is entitled to a written notice of one week or one (1) week's salary if there is no notice.
- h) Probationary employees have access to the grievance and arbitration procedure, except in the case of lay-off or termination of employment.

10.03 **Accumulation of Seniority Rights**

Unless otherwise provided, a permanent employee continues to accumulate his seniority during any absence provided for in this agreement, or in the application thereof, or otherwise authorised, for the duration of the absence.

10.04 **Loss of Seniority Rights**

An employee loses his seniority rights and his employment will be considered as terminated when:

- a) He voluntarily terminates his employment;
- b) He is dismissed unless the dismissal is cancelled as a result of the grievance and arbitration procedure;
- c) He retires;

- d) If after a lay-off, he is called back and neglects to return to work within ten (10) working days of his notification. The Employer's call back notification will be made by registered mail sent to the employee's last known address with a copy sent to the Union. The employee will have the responsibility to inform the Employer in writing of his new address. This ten (10) day period may be extended by written agreement between the parties.
- e) If he is absent from employment for a period of five (5) working days without a valid excuse.
- f) If he has been laid-off or not recalled to work for a period of twelve (12) consecutive months.
- g) If he fails to return to work on the completion of an authorised leave of absence without a valid reason.
- h) If he has been absent because of sickness or accident of personal nature, for twenty four (24) months from the first day of departure.
- i) In case of work accident or occupational disease covered and recognised as such under the Worker's Compensation Act of the Province of Quebec, if he has been absent from work for thirty-six (36) months from the first day of the disease or the date of the work accident.

10.05 **Seniority**

Previous seniority from Transport Quebec and Transport Canada is recognized, provided the employee was employed at one or more of the 14 airports when they were turned over to KRG's responsibility and whose service at the airport(s) has been continuous to the present day. Such seniority includes any time when he was employed by one of the Corporation of the Northern Villages (CNV) for the purpose of airport maintenance. Additionally any employee who was (is) employed by a CNV for the specific but not exclusive purpose of fulfilling the CNV's contractual obligations to KRG Transport and who was hired directly from the CNV to continue his duties shall have such service included in his seniority. This article is applicable for seniority purposes only.

10.06 **Seniority list**

- a-i) The seniority list appears in Appendix E. It includes the surname and name, date of hire, the position of an employee, whether he is full-time or part-time, and his seniority calculated in accordance with the present collective agreement.

- a-ii) This list also includes the surname, name, date of hire, position (if appropriate), of temporary employees and their seniority calculated in accordance with the present article.
- b) Any dispute concerning the seniority of an employee is submitted in writing, within thirty (30) days of the posting to the Human Resource Office. The latter and a Union officer will enquire into all disputes and will make all the necessary corrections to the seniority list. In the event of a persisting disagreement, a grievance will be submitted in accordance with the grievance and arbitration procedure.
- c) Any technical error not detected during the period for dispute may be corrected at any time.

Article 11 Movement of Personnel In cases of Position Abolition, Reorganisation

11.01 Reduction of workforce

The Employer engages not to reduce his workforce of permanent employees unless there are imperative reasons resulting from:

- Changes of vocation or mandates, as determined by or with governmental authorities or agencies, or the K.R.G. Council, or that could result from the action of a subsidising authority; or,
- A technological change as defined by article 13.01; or,
- Financial reasons which are not under the Employer's control.

When for any of those reasons, the Employer is reducing the number of his permanent employees; such reduction must be adjusted to the event imposing such an action. The permanent employees who will be directly affected by such an action will be sent a thirty (30) day notice in writing before the effective date of its application.

11.02 Displacement Procedure

- a) In the case of a lay-off due to job abolition and affecting the permanent employees, the Employer will proceed as follows by job classification within the department affected:
- i) First the non Inuit employees in that classification will be affected by reverse order of seniority;

- ii) Then the Inuit employees in that classification will be affected by reverse order of seniority;
- b) An Inuk employee cannot be displaced
- c) Subject to paragraph b), the employee whose job is abolished may displace the least senior employee of any department, and providing that he meets the normal requirements of the position he is displacing in.
- d) A permanent employee who is not able to displace as per paragraph b) and c) is laid off.
- e) A permanent employee affected that could displace a least senior employee may elect not to displace within five (5) working days after he has been required to that effect by the Employer; in that case said employee is laid-off.

11.03 The employee who has displaced in and occupies a position in a lower classification preserves the classification he was in prior to the abolition of his position, or displacement. For twenty-four (24) months afterwards, he is considered as having applied for each position in his old classification for which he has the qualifications to meet the normal requirements and if he obtains such a position in conformity with article 14, he must accept it.

A permanent employee who is affected by the provisions of the present article, and who is not offered a position of the same level with similar tasks, who chooses to resign will benefit from a separation indemnity equivalent to one (1) month of salary per year of seniority.

Article 12 Temporary lay-off and recall to work

12.01 Lay-off Procedure

In the case of a lay-off due to a temporary shortage of work, the Employer will proceed as follows by job classification within the department affected:

- a) Temporary and probationary employees are laid off first starting with those employees not covered by the Positive Action Program of article 5.03.
- b) If other lay-offs are necessary] permanent employees are laid off, and this by reverse order of seniority and starting with the employees not covered by the Positive Action Program of article 5.03, and afterwards, those covered.

12.02 Recall list

- a) The recall list includes the following information for all permanent, temporary and seasonal employees who have been laid-off;

- Name;
- Address;
- Status
- Telephone number (if the employee agrees);
- Last termination date;
- Accumulated seniority (corresponding to status full-time or part-time).

- b) Within sixty (60) days following the signing of the collective agreement, the Employer provides the Union with the recall list of employees covered by this article. Thereafter, this list will be updated and sent to the Union every four (4) months.

12.03 Recall of temporary employees

- a) Recall to work is done by telephone or by local FM station for those employees who do not have a telephone. The Employer will keep a written log of all employees' telephone. It is the responsibility of the employee to indicate the Employer with any modification to his telephoned number.
- b) If after three (3) calls an employee cannot be reached, the Employer telephones the next employee on the list and **so** on.

12.04 Recall procedure for permanent employees

- a) Any permanent employee whose name appears on the recall list is deemed to have applied for any vacant position for which this employee satisfies the normal requirements of the position.
- b) Employees are called back to work in order of seniority, on the condition that they satisfy the normal requirements of the position.
- c) It is the employee's responsibility to provide all documents attesting of her-his qualifications which do not appear in her-his personal files.

The employer will pay for the relocation of a permanent employee if said employee obtains a permanent position following the application of the present clause.

Recall to work is done by telephone or by local FM station for those employees who do not have a telephone. The Employer will keep a written log of all employees' telephone. It is the responsibility of the employee to indicate the Employer with any modification to his telephone number.

If after three (3) calls an employee cannot be reached, the Employer telephones the next employee on the list and **so** on.

12.05 A permanent employee is not obliged to accept a recall to work in another position as long as he keeps his seniority rights; in that case the permanent employee must express his option to the Employer, in writing, and within the fourteen (14) day delay specified in the preceding article 12.04.

12.06 The Union receives a copy of all letters sent by the Employer to the employees under article 12.

Article 13 Technological change

13.01 Definition

A technological change is the introduction or addition of machinery, equipment or devices, or modifications to these, which has the effect of significantly modifying the performance of an employee's duties.

13.02 Notification

In the case of the implementation of a technological change which has the effect of abolishing one or more positions, the Employer shall provide a written advance notice of at least two (2) months to the Union and the employee.

13.03 The notice given to the Union includes the following information:

- a) the nature of the technological change;
- b) the schedule of implementation;
- c) the identification of the positions or job descriptions which will be affected by the change and the forecasted effects on work organization;
- d) the main technical features of the new machines, equipment or devices, or the planned modifications, when these are available;
- e) All other pertinent information relative to this change.

13.04 Meetings

In the case of technological changes which have the effect of abolishing a position, the parties will meet at the latest within thirty (30) days following the receipt of the notice by the Union and following this at any other time that they agree between themselves to discuss the means to be used in order to implement the change as well as the forecasted effects on work organisation.

Article 14 Job posting, selection and movement of personnel

14.01 When a position becomes vacant, the Employer has the choice of filling or abolishing the position as provided for in article 1 101 or of deferring the posting of the position. If the decision is to fill the position, the Employer proceeds within a delay not exceeding three (3) months from the date the position became vacant. If the position is to be abolished as provided for in article 11.01 or if the posting is to be deferred, the Employer will inform the Union of its decision within the aforementioned delay.

14.02 a) When a new position is created or when a position is to be filled, the Employer will announce the opening in the following manner:

- i) he will post it for ten (10) working days at the Administrative Centre in Kuujuaq.
- ii) he will send the announcement by fax at all service centres where employees are located, to be posted there for the same period. A copy of the posting is sent simultaneously to the Union.
- iii) he may during the same period announce the job opportunity outside of the bargaining unit or of the territory North of 55th parallel and proceed with interviews; that outside announcement and interviews are not indicative of any priority but simply made for the purpose of gaining time, should the Employer cannot fulfill the position internally.

b) The in-house posting includes:

- U Position title and classification;
- Job profile;
- U any mention indicating the preference given to an Inuk;
- The required qualifications;
- The department;
- Title of immediate supervisor;
- The salary range;
- U Place of work;
- Work schedule;
- posting date and expiry date of the posting;
- General information on the job context whenever necessary.

14.03 a) Employees who wish to apply for the position must do so in writing during the posting period in sending their application to the Human Resource Office.

b) An employee who is to be absent during the whole posting period by reason of an absence authorised as per the present collective agreement may apply in

writing in advance. In so doing he must indicate in which position(s) and department(s) he wants his candidacy to be considered.

- c) An employee has also the right to give an authorization to another person in order for that person to apply on his/her behalf on vacant positions while a position gets posted while he/she is absent during an authorized leave.
- d) However an employee who obtains a position must be available to occupy said position within twenty (20) working days of obtaining the position.

14.04 a) in selecting an employee to fill a position posted in accordance with article 14.02, the Employer must grant the position to the candidate who meets the normal requirements of the position in the following sequence :

- i) the permanent employee covered by the Positive Action Program having the most seniority;
- ii) the probationary or temporary employee covered by the Positive Action Program or the employee on the recall list as temporary covered by the Positive Action Program, and having the most hours worked with the Employer;
- iii) the most senior permanent employee not covered by the Positive Action Program.;
- iv) the probationary or temporary employee not covered by the Positive Action Program or the employee on the recall list as a temporary not covered by the Positive Action Program, and having the most hours worked with the Employer.

b) In selecting candidates, the Employer must also respect the priority in the following sequence:

Employees covered by the present Collective Agreement
Employees covered by KRG accreditation (file 22395-C)
External candidates

c) The Employer is not obliged to post a vacant position a second time when:

- i) The vacant position or newly created position was first filled by a person outside the bargaining unit who decided to leave the position within the first eight (8) weeks of his probationary period or,

The vacant or newly created position is filled by an employee from within the bargaining unit who decided to return to his old position within the trial period.

The Employer then proceeds with a second choice among the candidates who applied in accordance with the provisions of article 14.04 providing that the selected candidate meets the normal requirements at that time.

- d) An employee who applies for a position and who withdraws his application will not suffer any prejudice concerning any future applications.
- e) An employee who was chosen for a trial period and who refuses the position before the end of his trial period will be prevented from applying on a similar job opening for a period of six (6) months from the date he last applied.
- f) In filling a position with an employee from the bargaining unit, the Employer nominates the employee in the thirty (30) working days following the end of the posting period. The Human Resource Office makes the nomination verbally, followed by written confirmation with a copy to the Union. In filling a position by a person outside the bargaining unit, the Employer advises the Union of the name of the person and the position which he has obtained.
- g) When an employee is nominated in a new position, he is assigned to his new position in the ten (10) working days following the moment he was nominated. The employee receives at that time, or from the time he should have assumed the position, the salary of the new position.

14.05 Temporarily vacated position

- a) There is no obligation on the part of the Employer to post or fill a position which is temporarily vacated.
- b) Should an employee be assigned to a temporarily vacated position, at the end of said temporary assignment, the Employer will reinstate the employee in his former position without prejudice as to rights acquired in his former position.

14.06 Trial period

- a) Any permanent employee who is nominated permanently to a newly created position or a vacant position in accordance with the present article 14.00, is entitled to a trial period of thirty (30) days worked in his new position.
- b) During the trial period, the employee continues to benefit from all the rights and privileges of the collective agreement.
- c) The parties recognize that, during the trial period, the employee is entitled to appropriate assistance in order to facilitate the adaptation to his new position.
- d) If, during the trial period, the Employer considers that the employee is incapable of satisfying the normal requirements of the position, or if the

employee advises in writing that he does not wish to remain in the position, the Employer reinstates the said employee in his former position without prejudice as to rights acquired in his former position.

14.07 In the case of a grievance concerning this article, the burden of proof rests with the Employer.

Article 15 Health and safety

15.01 The Employer agrees to respect the appropriate laws and regulations on conditions of health and safety at work. The same way the employees will abide to any safety or health rules that could be established from time to time by the Employer or imposed or suggested by the joint committee for health and safety at work.

15.02 The employees of the Category and classes and Departments showing from Appendix G are entitled to an annual amount, the value of which is identified in said appendix to support the acquisition costs of their individual safety equipments. The allocation is paid to an eligible employee upon presentation of vouchers.

Article 16 Professional membership

The Employer will reimburse any and all membership fees to a Professional corporation, for a permanent employee when the employee's duties on behalf of the Employer are exclusive and require that the employee be member of such a professional corporation. Are excluded from those fees any other amount dedicated to pay anything else than the dues to remain a member of that professional corporation (example: Professional liability insurance).

Article 17 Sub-contracting

17.01 In the cases of the 17.02 a) and b), the Employer agrees to communicate by written to the Union, sixty (60) days in advance, the need for sub-contracting. Within twenty (20) days of this notification the Employer consults the Union on its intention for sub-contracting.

17.02 The Employer may allocate subcontracts:

- a) When its permanent workforce is not qualified to execute the required work or when the Employer does not have the proper equipment;
- b) When it is necessary to increase the expertise of the employees and for a set period of time;

- c) When there is an emergency that could not be foreseen by the Employer and that the need for sub-contracting will last less than four (4) days. In this last case, the Employer informs by written the Union, as soon as he knows about it, his intention for sub-contracting.

Article 18 Disciplinary measures

- 18.01 a) Before being formalised, a disciplinary issue may be considered within the general modes to resolve problems within the Inuit culture.
 - b) Whenever discipline has to be formalised, any disciplinary measure must be the subject of a written notice addressed to the employee concerned and stating the reasons for the measure. Such notice must be sent simultaneously to the Union.
- 18.02 Except in the case of the discharge of employees serving a probationary period, for any employee who is discharged, suspended, or given a written warning, the employee or the Union may submit his case to the grievance procedure and if necessary to arbitration.
- 18.03 In all cases of disciplinary measures, the Employer has the burden of proving that the disciplinary measure was appropriate or respectful of the Inuit culture. The arbitrator may confirm or reject the disciplinary measure or render any other decision that he judges equitable under the circumstances.
- 18.04 In the event that an Employer representative finds it necessary to summon an employee for disciplinary reasons (written warning, suspension, or discharge) the employee may be assisted by the grievance officer in presence or over the phone.
- 18.05 A suspension does not interrupt the continuous service of an employee.
- 18.06 No disciplinary measure may be imposed later than twenty (20) working days after the occurrence of an incident which gave rise to it or of the person responsible for the supervision having become aware of the incident, providing that six months have not elapsed from the day the cause of action arose.
- 18.07 No confession signed by an employee may be used against him during arbitration unless of a confession signed in the presence of a Union officer.

Article 19 Personal files

- 19.01 An employee has the right to verify, upon a twenty-four (24) hour notice, in the presence of a representative of the Employer, the content of his personal file which relates to his work at the Employer and to add written comments to it.

19.02 Any record of a disciplinary measure must be removed from the employee's file after a period of twelve (12) months has elapsed without any further disciplinary measure of the same nature.

19.03 An employee may request that any disciplinary notice or part of one against which an employee has won his case be removed from his file.

Article 20 Hours of work

20.01 The basic work-week of the full time employees shall be of thirty-five (35) hours per week, from Monday to Friday and the regular working hours shall be from 9:00 to 12:00 and 13:00 to 17:00. with the exception of Observer/Communicators, Airport Maintainers, Mechanics and Electricians.

A) Observer/Communicators

	Observer/Communicator	
	2004, 2005 and 2006	2004, 2005 and 2006
	On rotation	On a weekly fixed schedule
Basic work week	35 hours per week : 5 x 7 hour days 7.30 h 00 to 14 h 30	35 hours per week : 5 x 7 hour days 7 h 30 to 14 h 30
Actual work hours	One week on duty, one week off duty Monday to Sunday : 7 x 10 hour days 7 h 30 to 17 h 30	5 days per week. Monday to Friday : 8 hours per day 7 h 30 to 15 h 30: 7 hours at regular time plus 1 hour of overtime per day
Overtime	calculated at the end of each "actual" work day (after 10 (ten) hours work a day)	(after 7 (seven) hours work a day)

20.01 B) **Airport Maintainers, Based Mechanics and Electricians**

Airport maintainers, Based Mechanics and Electricians		
	2004	2005 and 2006
Basic work week	37.5 hours per week 5 x 7.5 hour days *Monday to Friday 8 h to 12 h 13 h to 16 h 30	35 hours per week 5 x 7 hour days *Monday to Friday 8 h 00 to 12 h 00 13 h 00 to 16 h 00
Actual work hours	As above	As above
Overtime	calculated at the end of each "actual" work day (after 7 (seven. five) hours work a day)	calculated at the end of each "actual" work day (after 7 (seven) hours work a day)

During the winter season, the Employer may, with a written notice of three (3) months in advance, change the Airport Maintainers' schedule from 8:00 – 16:30 to 10:00 – 18:30.

20.01 C) **Maintainer/Observer-communicator**

The rules for the position Maintainer/Observer-communicator in Povungnituk are described in Letter of Agreement #5 of the present Collective Agreement.

20.01 D) **Mechanics and Building Maintainer on a travelling rotation schedule**

d-i) In 2004, the basic work-week of the full time Mechanics and Electricians on a rotation schedule shall be seven and a half hours per day from Monday to Sunday.

d-ii) In 2004, the employee can choose between the two (2) following options:

on a travelling rotation of four (4) weeks on and two (2) weeks off (four (4) weeks work in Nunavik and two (2) weeks off at the point of origin) means that the employee will work fifty-six and one quarter (56.25) hours per week (seven (7) days a week) for four (4) weeks and be off duty for two (2) complete weeks with pay. That means that over the four (4) weeks, the employee will accumulate a total of seventy five (75) hours in a bank in order to receive a pay while he is off duty.

2- or on a travelling rotation of six weeks on and three weeks off (6 weeks work in Nunavik and 3 weeks off at the point of origin) means that the employee will work fifty-six and one quarter (56.25) hours per week (seven days a week) for six

weeks and be off duty for three complete weeks with pay. That means that over the six weeks, the employee will accumulate a total of one hundred twelve and a half hours in a bank in order to receive a pay while he is off duty. Also in 2004, the Mechanics on a travelling rotation schedule, are guaranteed to work a minimum of sixty (60) hours a week.

Mechanics and Building Maintainers on rotation6		
	2004	2005 and 2006
Basic work week	37.5 hours per week : 5 x 7.5 hour days Monday to Friday : 8 h to 12 h 13 h to 16 h 30	35 hours per week : 5 x 7 hour days Monday to Friday : 8 h to 12 h 13 h to 16 h
Actual work hours	6 weeks work - 3 weeks off "At point of origin" 7 days per week : 56.25 hours per week (Guaranteed 60 hours per week) Monday 8.25 hours : 8 h to 12 h 13 h to 17 h 25 Tuesday to Sunday, 8 hours per day : 8 h to 12 h 13 h to 17 h	Six weeks work - 3 weeks off "At point of origin" 7 days per week : 52.5 hours per week (Guaranteed 60 hours per week) Monday to Sunday, 7.5 hours per day : 8 h to 12 h 13 h to 16 h 30
Overtime	calculated at the end of each "actual" work day (after 8.25 hours on Monday and after 8 hours Tuesday through Sunday)	calculated at the end of each "actual" work day (after 7.5 hours a day)

20.01 E) **Office and Janitorial Staff**

Office and Janitorial Staff 2004, 2005 and 2006		
Basic work week	35 hours per week : 5 x 7 hour days Monday to Friday : 9 h to 12 h 13 h to 17 h	
Actual work hours	For full time employees. As above	For part time employees as per hours agreed with employer
Overtime	calculated at the end of each worked day (after 7 hours)	calculated at the end of each worked day (after 7 hours)

20.02 With the prior approval of the Director General and for work related purposes, some employees may have a working schedule other than 9:00 to 12:00 and 13:00 to 17:00.

An employee is entitled to one (1) fifteen (15) minute rest period, as determined by the Employer, without loss of pay for each regular half day of scheduled work. Such a rest period is taken on the Employer's premises or, for the employee working outside the premises, at a location where he will be able to resume work immediately after his rest period.

20.04 The basic workweek of the part time employees shall be determined at the moment of their hiring and their working hours shall be between 9:00 and 17:00 from Monday to Friday, with a period of one (1) hour for lunch between 12:00 and 13:00.

Article 21 Overtime

Overtime shall be defined as all work performed or travel done, as defined in clause 21.08, by an employee outside of her/his basic workweek or workday or any other work requested or approved by the employee's immediate supervisor. For the purposes of the present article the workweek starts on Monday and ends the following Sunday at midnight. Overtime will be requested or approved on the appropriate form by the employee's immediate supervisor.

21.02 Apart from cases of emergency, all overtime is on voluntary basis. Notwithstanding the above when there is overtime to be executed and nobody accepts to execute it then the immediate supervisor may ask the least senior permanent employee of the needed position within the department to execute the overtime.

- a) All overtime worked, as defined in clause 21.01, is paid to the employee at one and a half times her/his regular rate of pay. Overtime is calculated after the regular worked day or after the regular worked week.
- b) The particularities of each position are applied as per the charts in Article 20.

Transfer overtime In a bank

21.04 a) An employee may elect to transfer overtime in time off in bank at any time during a calendar year. The number of hours considered is computed after the application of the factor 1.5 as per clause 21.03. No more than ten consecutive working days accumulated in this manner may be taken at one time unless there is a prior arrangement with the immediate supervisor. Overtime which is not demanded by the employee to be transferred into his time off bank, or any hour of overtime in excess of seventy hours, is paid at the next pay period.

21.04 b-i) In 2004, for Airport Maintainers, Mechanics and Electricians, a maximum of 75 hours.

21.04 b-ii) In 2005, for Airport Maintainers, Mechanics and Electricians, a maximum of 70 hours.

Standby pay

Should the Employer request that an employee remain available for work outside of his/her normal working hours, the employee shall be paid one (1) hour at his/her regular rate for every eight (8) hours of standby duty or on a pro-rata basis for any time of standby duty less than eight (8) hours. Should the employee be called back to work he shall be paid in accordance with section 21.06).

If an employee is called back to work pursuant to section 21.06 the standby duty time for which he is entitled to be paid shall not include any time he is entitled to be paid for call-back work.

The rules for Observer/Communicators in Povungnituk are described in Letter of Agreement #4 of the present Collective Agreement.

21.06 Call back

Unless his work results from scheduled overtime, an employee called back to work after having left the premises shall be entitled to a minimum of three (3)

hours wages at the employee's prevailing hourly rate except where the application of overtime compensation entitles him to a greater amount.

The employee shall be entitled to the minimum three (3) hours wages:

Where the nature of the work or conditions of its execution require the employee to be present several times in the same day, for less than three (3) hours each time. However, the employee can claim either one (1) call back or the total time worked at the appropriate rate, but such work cannot be claimed as two (2) or more call backs.

Where the nature of the work or the conditions of its execution are such that the work is ordinarily completed within the minimum three (3) hours period.

Where the employee is asked to complete other work within the minimum three (3) hours period. During any period of time an employee is considered as having been called back to work, he is asked to complete another assignment, he cannot charge this as a second call, but only the greater of either a call back or the total time to complete all his work.

21.07 Travel **Time**

Definition :

Travel time is the specified time that an employee is obliged to be away from his usual work site at the request of the Employer. More precisely this specified time shall be any of the following periods:

- a) Starting at the check in time determined by the public carrier or charter operator and ending an hour after the arrival of the public carrier or charter operator at the destination;
- b) Starting at the time the employee leaves by taxi, rented or personal vehicle and ending when the employee arrives at his temporary work site or place of rest excluding any personal stops during the trip;
- c) Outside his basic workweek, the time spent in a place other than his regular place of assignment up to seven (7) hours per day. In 2004, employees with a basic workday of seven and a half (7,5) hours, shall be compensated accordingly to those seven and a half (7,5) hours.

However when an employee spends more than seven hours per day travelling, he will be compensated for every hour spent travelling, over and above any hours worked when applicable.

21.08 Except for special situations where the employee does not have the choice to incur them, all work-related travel expenses must be previously identified and approved by the employee's immediate supervisor. Notwithstanding articles 21.14 and 33.15, any expense not so approved in advance or not incurred in a special situation must be paid back by the employee immediately upon demand; to that effect the Employer may compensate what is owed to him from any monetary bank accrued in favour of the employee at the exclusion of the regular salary. If such bank is insufficient, then for the balance the Employer will proceed as per article 33.15.

21.09 To be reimbursed the employee must claim his travel expenses on the forms designated to this effect which shall be signed by his immediate supervisor and accompanied by the pertinent vouchers and shall be submitted within fourteen (14) days of the return to the office unless special circumstances justify a longer delay

21.10 Travel expenses and entitlements

21.10 a) **Considerations:**

Travel expenses are there to compensate the expenses incurred by an employee on behalf of the Employer to execute his duties. Being important financially, the Employer and the employees will strive for cost effectiveness when planning their business travels. Employees should use reasonable diligence when signing charge vouchers as to the accuracy. No personal expenses will be authorized or supported by the Employer.

Such travel expenses will be paid in advance if so requested by the employee, at least ten (10) working days in advance. A maximum of fifty percent (50%) of the cost of meals for the days travelled will be paid as an advance. Final adjustments will be made accordingly when the employee submits a revised travel expenses form, or within fifteen (15) working days of the employee's return, at which time, any amounts owing will be deducted from the employee's pay cheque.

21.10 b) **Transportation:**

The cost of transportation is considered as follows:

- i) Public carrier: as identified and authorized by Employer.
- ii) Chartered aircraft: when specifically authorized by Employer.
- iii) Rented vehicles (cars, snowmobiles, boats) - where this is the most reasonable or economical means of travel. When renting vehicles, employees are to ensure that the rental charge includes an item for

insurance coverage (same coverage that the KRG requires from regular lessors) for damages to the vehicle and that there is insurance against all liability.

iv) Privately owned vehicle (car, snowmobile, boat):

(1) The use of a privately owned vehicle shall be authorised, with prior approval of the Department Director, when because of the additional time or costs involved, commercial transportation is more costly or less practical. For such use, the Employer shall not incur any liability.

2) An allowance of thirty-eight cents (\$0,38) per kilometre for travel South of the 55th parallel and an allowance of forty-four cents (\$0,44) per kilometre for travel North of the 55th parallel, outside of a Northern village.

v) Taxi:

(1) Taxis are authorised for repeated trips between the same place where no convenient public transportation is available or when renting a car would be more costly.

(2) Entitlements:

North of the 55th parallel: From Home base to airport: normal commercial rate with receipt.

South of the 55th parallel: Normal commercial rate - Maximum of fifty dollars (50.00 \$) per day with receipts.

21. **D c) Accommodation - lodging**

The cost of accommodation for lodging is considered as follows:

i) **Commercial accommodation :**

As per the corporate rate, convened between the Employer and a commercial accommodation supplier. The use of such a commercial supplier will be in priority unless, and with the prior approval of the Director General, it is not practical or otherwise more expensive than to use other commercial accommodation suppliers, with whom the Employer has not yet agreed to corporate rates. For those the entitlements are:

Travel not exceeding seven calendar days:

South of the 55th parallel: Maximum one hundred and forty dollars (\$140) per day (taxes all included)

North of the 55th parallel: The amount actually spent will be reimbursed upon presentation of the receipt.

Commercial accommodation expenses must be accompanied by receipts

Accommodation exceeding of seven (7) calendar days:

unless unavailable, appropriate arrangements will be made for suitable rental accommodation at weekly or monthly rates. This should be arranged prior to the start of the period in travel status.

ii) **Non commercial accommodation:**

When employees make private arrangements for overnight accommodation, they may claim a maximum of eighty dollars (80.00 \$) per night north of 55th parallel and forty dollars (40.00 \$) south of 55th parallel, in any case, if travel status is for seven (7) days or less. If travel status is for more than seven days, then the parties will try to arrange the accommodation so that cost effectiveness be attained; in that case, the employee is expected to look, and the Employer could arrange, for suitable rental accommodation on a weekly or monthly rates that would be more economical; this should be arranged prior to the beginning of the period in travel status or shortly after arrival. At no time will the allocation exceed the above mentioned daily rates.

21.10 d) **Meals and Incidental expenses**

Expenses claimed under this heading are for the cost of meals consumed and for such incidentals expenses as tips to miscellaneous service personnel, etc.

A per diem rate up to a maximum of eighty dollars (\$80.00) may be claimed for travel North of the 55th parallel, and fifty five dollars (\$55.00) for travel South of the 55th parallel.

For an employee on a travelling rotation basis, a per diem rate up to a maximum of three hundred and eighty-five dollars (\$385.00) a week may be claimed for travel North of the 55th parallel if travel is scheduled in advance for seven (7) days or more (comes to \$55.00 a day).

In the event an employee is in travel status for a part day only, the following amounts may be claimed:

Meals *	North of the 55th parallel	South of the 55th parallel
Breakfast	14,00 \$	10.00 \$
Lunch	21,00 b\$	15.00 \$
Dinner	30,00 \$	20.00 \$
Incident als	15.00 \$	10.00 \$

If meals are provided as part of the cost of transportation or otherwise paid by the Employer, they cannot be claimed for by the employee.

iii) Where the return trip is made in one day, the amount claimable shall be on the basis of meals only.

* Note:

- Breakfast entitlement is considered if the travel starts or the public carrier check-in time is before 7:30 a.m. or if the trip ends after 8:00 a.m.
- Lunch entitlement is considered if the travel starts or the public carrier check-in time is before 11:30 a.m. or if the trip ends after 1:00 p.m.
- Dinner entitlement is considered if the travel starts or the public carrier check-in time is before 4:30 p.m. or if the trip ends after 7:00 p.m.

21.11 a) The employee who wishes to take at least four working days of annual leave while travelling on business, is expected to pay half of his airfare and all of his expenses for any such day if the annual leave is authorized in compliance with article 24.05. The same advantage will be conferred to the employee who, at the Employer's demand, accepts to work at least four working days during his annual leave.

b) When an employee is responsible of half of his airfare, he must refund the Employer immediately upon demand. To that effect and notwithstanding articles 21.14 and 33.16, the Employer may compensate what is owed to him from any monetary bank accrued in favour of the employee at the exclusion of the regular salary. If there is no such bank or if such bank is insufficient, then for the balance the Employer will proceed as per article 33.16

21.12 An employee who is on travel status and because of his own negligence does not perform his duties shall be personally responsible for all additional cost incurred.

21.13 The employee must obtain written authorization and notify the Finance Department in advance for all personal expenses charged to the Employer. All personal expenses have to be reimbursed within thirty (30) days after they have

been incurred. If they are not reimbursed within that delay, then the Employer may withhold on the employee's pay cheque the amount corresponding, according to article 33.16.

Article 22 Statutory holidays

22.01 a) The employees benefit from the following statutory holidays :

- Good Friday
- Easter Monday
- Monday preceding 25 May
- National Holiday, June 24
- Canada Day, July 1st
- First Monday in September
- Second Monday in October
- James Bay and Northern Quebec Agreement Day
- December 25
- December 26
- January 1
- January 2
- 5 mobile days

22.01 b) Statutory holidays for Observer/Communicators

- i) When a statutory holiday coincides with his days of work, the O/C on a rotation work schedule, will work on that statutory holiday as if it were a regular workday. As compensation for the lost statutory holiday, the employee will be compensated with an additional 10 hours paid per seventy (70) hour week worked. Should an employee work less than seventy (70) hours during that week, these hours are calculated on a pro rata basis on the hours worked during the week.
- ii) The O/C on a rotation work schedule is entitled to take 5 mobile days a year, which are neither cashable nor transferable into the next year. Those days are taken after making the proper arrangements with the Supervisor.
- iii) The O/C on a regular schedule is entitled to all of the statutory holidays mentioned above. He is entitled to take 5 mobile days a year, which are neither cashable nor transferable into the next year.
- iv) If an employee is asked to work on a statutory holiday, he is paid at time and a half for all hours worked and he may choose either to take the day off later or take the regular pay for that holiday;

22.01 c) Statutory holidays for Based Mechanics, Electricians and Airport Maintainers

They are entitled to all of the statutory holidays mentioned above.

- ii) If an employee is asked to work on a statutory holiday, he is paid at time and a half for all hours worked and he may choose either to take the day off later or take the regular pay for that holiday;
- iii) They are also entitled to take 5 mobile days a year, which are neither cashable nor transferable into the next year.

22.01 d) Statutory holidays for Mechanics and Building maintainer on a travelling rotation basis

If an employee is scheduled to work on these days, he is paid at time and a half for all hours worked plus the actual statutory holiday at regular rate;

- ii) They are also entitled to take 5 mobile days a year, which are neither cashable nor transferable into the next year.

22.02 Except for a statutory holiday that has to be taken in accordance with a specific Provincial Federal law, if a statutory holiday coincides with a Saturday or a Sunday, it shall be moved by the Employer to the preceding or following working day the closest to the statutory holiday. This article does not apply to an employee scheduled to work on the actual statutory holiday.

The employee who is requested to work on a holiday identified at article 22 will be paid at the rate of time and one half for those hours actually worked, plus the regular pay for the holiday if he is eligible. However, in the case of O/C's on rotation, this article only applies to them if they are required to work, by the employer, during the week they are not scheduled to work or are working on a fixed weekly schedule.

Except for the O/C on rotation work schedule and for the Mechanics on a travelling rotation, the employee who requests and is authorized by his immediate supervisor to work on a statutory holiday is paid his regular rate for those hours actually worked, and will take the equivalent of those hours, at regular rate, as reported statutory holiday at a date convened with his immediate supervisor. The present article does not apply to the National Holiday (June 24) nor to the employees on a travelling rotation basis. .

Article 23 Social Leaves and Deferred Salary Leaves

23.01 The employee is entitled to the following special leaves with pay:

- a) death of his spouse, child or his spouse's child: five (5) working days, including the day of the funeral;
- b) death of his father, mother, brother or sister: three (3) working days, including the day of the funeral;
- c) death of his immediate in-laws, of his grandparents or grandchildren: one (1) working day, including the day of the funeral. If the deceased was living with the employee or considered a dependent: three (3) working days, including the day of the funeral;
- d) his wedding: if scheduled to work, one (1) working day, on his wedding day;
- e) a relocation to another locality, requested by the Employer: one (1) working day.
- f) An employee may empty all of her his banked hours (vacation, sick leave, overtime, etc,) without the prior approval of her/his supervisor when her/his child or a member of her/his immediate family must be evacuated from their home community for medical reasons, and the continued presence of the employee is required.

23.02 a) The obligations to take one of the leaves outlined in paragraphs a, b, or c of article 23.01, including the day of the funeral in the leave taken, is not binding when the employee cannot fly out or return due to conditions beyond his control. The employee shall fly out as soon as he can and his leave shall start on the date of his departure.

b) In case of a funeral in a Northern Village, employees will benefit from a leave with pay for the duration of said funeral service and for the purposes of attending the funeral. Permission for such an absence must be requested in advance, from the employee's immediate supervisor.

Excluding an arbitration session under this collective agreement, the Employer undertakes to compensate the employee for jury and witness duty leaves, without loss of regular salary, for the time the employee serves on a jury or testifies as a witness in a court case to which he is not a party. The employee will receive compensation for the difference if this sum is not covered by another source.

23.04 **Deferred Salary Leave**

a) The Deferred salary leave planning will ensure that the following cumulative conditions are respected, and subject to paragraph 23.04 b):

- i) An employee is eligible when he holds a permanent position and has three (3) years of seniority with the KRG at the time he applies;
 - ii) Not more than five (5) employees will be absent from work at a given time unless the parties agree to increase this number;
 - iii) Not more than three (3) employees will be coming from Kuujuaq and the others must be coming from other Northern Villages unless the parties agree to increase this number;
 - iv) Not more than two (2) employees will be non Inuk unless the parties agree to increase this number.
 - v) After the application of paragraph 23.04 b) hereafter, when there is equality between two (2) or more applicants, seniority shall be the final factor;
 - vi) An employee cannot apply for another Deferred Salary Leave unless two (2) years have elapsed from his return from the prior leave or the termination of his last contract convened as per paragraph 23.04 f);
- b) The granting of a deferred salary leave will be subject to the ability of the respective departments to accommodate the leave; however, granting will only be withheld for serious reasons.
- c) The set period for a deferred salary leave could vary from six (6) months to twelve (12) months. The employee's option gives him the right to spread his deferred salary over two (2), three (3), four (4), or five (5) years. Employees who benefit from a deferred salary leave must return to work for a period equal to that of the leave. Upon his return, if the position the employee occupied at the beginning of his leave does not exist anymore or is not available, then the employee shall be in the same position he would have been should he had remained at work.
- d) An employee may apply in writing to participate in the Deferred Salary Leave Plan (DSLPL) to the Executive Committee of the KRG with a copy to the Human Resource Office. The application will be considered when it is submitted during the months of August or September of the year preceding that where the DSLPL could begin. A DSLPL is always granted or adjusted with respect to the financial year of the Employer.
- e) For the applications submitted for the next financial year, approval or refusal of a deferred salary leave will be provided before the end of the month of November. If the Employer refuses to grant such a leave, it will provide the reasons for its refusal to the employee with a copy to the Union.

- f) Participation of an employee in the DSLP is subject to the signing of a contract as provided for in Appendix F.
- g) This contract must be signed by the employee and returned to the Human Resource Office four (4) weeks prior to the date that the deferral period is to commence.
- 1) The Human Resource Office will forward a copy of the signed contract to the appropriate immediate supervisor.
 - 2) Upon signing the contract the employee will become a participating employee. Failing to sign the contract the employee will be deemed to have withdrawn his application to participate in the deferred salary leave plan.
- h) The duration of the leave and the percentage of salary (as defined in the contract) paid while participating in the plan (contract) is the following:

Duration of leave Duration of participation In the plan (contract)

	2 years	3 years	4 years	5 years
6 months	75,00 %	83,33 %	87,50 %	90,00 \$
7 months	70, 80 %	80,56 %	85,42 \$	88,33 %
8 months	66,67 %	77,78 %	83,33 %	86,67 %
9 months		75,00 %	81,25 %	85,00 %
10 months		72,22 %	79,15	83,33 %
11 months		69,44 %	77,08 \$	81,67 %
12 months		66,67 %	75,00 %	80,00 %

- i) During his leave, the employee keeps and accumulates his seniority, accumulates service for annual vacation purposes, is covered by the Group insurance policy and the RRSP, providing he assumes the entire premiums and contributions; he is not eligible to the other advantages conferred to the permanent employees at work.
- j) The employee can, with the Employer's agreement, end the plan by giving at least sixty (60) days written notice. Within that delay the employee's demand to end the plan will be discussed at the Labour relations meeting where the Union representatives may express their views and recommendations to the Employer.

Article 24 Vacation

24.01 All employees are entitled to paid vacation on the basis of their seniority, in accordance with vacation entitlements determined as of January 1 of each year.

24.02 Should an employee have one or more disability periods totalling no more than sixty-five (65) working days per service year or suffer a work accident, the duration of his annual vacation shall not be reduced.

24.03 Subject to article 24.04, the employee shall have:

- a) twenty (20) working days of vacation each year for the first seven (7) years of service;
- b) twenty-five (25) working days of vacation each year after she-he has completed seven (7) years of service;

24.04 The employee with less than a year of service is entitled to one day and two-thirds of paid vacation per month of service.

24.05 The employee shall submit in writing his tentative vacation plans to his immediate supervisor at least five (5) weeks before the beginning of the vacation and the later shall consider the department needs. If the vacation is for less than four (4) working days only an agreement in writing with the immediate supervisor is needed. The annual vacation shall be determined in the following manner:

- a) The general seniority of the employee applied within the department;
- b) The preference expressed in writing by the employee;
- c) Once vacation schedules have been approved by their immediate supervisor, the employee may change them only by submitting a written request to this effect. This request is subject to the other employees' vacation and to the department's needs.

24.06 If one or several legal holidays with pay coincide with an employee's vacation, the vacation shall be extended by the corresponding number of days.

The employee on vacation shall continue to receive his regular salary. Salary due during the holiday period may be paid to the employee, should the employee request it at least ten (10) working days before her/his scheduled date of departure.

24.08 The employee absent from work due to disability or a work accident at the time scheduled for his vacation may postpone his vacation until later in the same year

or, if he has not returned to work by the end of the year, until the subsequent year. Arrangements must be made between the employee and his immediate supervisor.

24.09 Upon presentation of a medical certificate attesting a disability for more than five (5) days during vacation, an employee may postpone the number of days he was disabled to a later date. The provisions outlined in the section on sick leave would then apply. The new date for vacation is determined with the immediate supervisor who takes into consideration the employee's preferences and the department's needs.

24.10 Annual leave may be reimbursed or transferred to the employee's RRSP if so requested by, at the latest, December 5th of the current year. A maximum of ten (10) working days may be carried over only to the following year.

Article 25 Parental leaves

Section I General Provisions

25.01 The maternity leave benefits provided for in Section II are only paid as supplements to the unemployment insurance benefits or, in the cases stipulated hereinafter, as payments during a period of unemployment caused by a pregnancy for which unemployment insurance does not provide anything.

25.02 If the granting of a leave is restricted to only one spouse, such restriction applies as long as the other spouse is also an employee of the public, parapublic, or university sector.

25.03 The Employer does not reimburse the employee for the amounts that the Canada Employment and Immigration Commission (C.E.I.C.) could require her to repay under the Unemployment Insurance Act, when the employee's salary exceeds the insurable maximum by one and one half (1 1/2) times.

25.04 This article does not grant an employee a benefit, monetary or non-monetary, which she/he would not have had if she/he had remained at work.

Section III Maternity Leave

25.05 a) A pregnant employee is entitled to a maternity leave of fifty-two (52) weeks' duration, which subject to clause 25.07 must be consecutive.

b) An employee who becomes pregnant while benefiting from a leave of absence or a part-time leave of absence provided in this article is also entitled to maternity leave and the indemnities provided in clauses 25.09 and 25.10, whichever is the case.

- c) An employee who gives birth to a stillborn child after the beginning of the twentieth (20th) week preceding the due date is also entitled to such maternity leave.
- d) An employee whose spouse dies receives the balance of her twenty (20) weeks of maternity leave, and benefits from any rights and benefits pertaining to such leave.

25.06 The distribution of the maternity leave before and after the birth is at the employee's discretion and includes the date of delivery.

25.07 An employee who has sufficiently recovered from the delivery but whose child must remain in the health facility may interrupt her maternity leave by returning to work.

An employee whose child is hospitalised within fifteen (15) days of her/his birth also has this right.

The leave may only be interrupted once. The rest of the leave is taken when the child goes home.

25.08 To obtain the maternity leave, an employee must give written notice to the Employer at least four (4) weeks before the date of departure. This notice must be accompanied by a medical certificate attesting to the pregnancy and the expected date of delivery.

The time limit regarding the presentation of the notice may be less if a medical certificate attests that the employee must leave her job sooner than expected. In case of an unforeseen event, the employee is exempted from the formality of the notice provided that she gives the Employer a medical certificate stating that she had to leave her job without delay.

25.09 **Cases Eligible for Unemployment Insurance**

The employee who has accumulated twenty (20) weeks of service and who, following the submission of the request for unemployment insurance benefits receives these benefits (with the exception of a) and c) below), is entitled, during her maternity leave, to receive, subject to clause 25.12:

- a) For each week of the waiting period stipulated by the unemployment insurance plan compensation equal to 93% of her regular weekly salary.
- b1) For each week she is receiving or could receive unemployment insurance benefits, a complementary compensation equal to the difference between 93% of her regular weekly salary and the amount of the unemployment insurance benefit received; this complementary compensation is calculated

on the basis of the unemployment insurance benefits that an employee is entitled to receive without taking into account the amounts deducted from such benefits because of the reimbursement of benefits, interest, penalties and other amounts recoverable under the unemployment insurance plan.

- b2) Moreover, if the C.E.I.C. reduces the number of weeks of unemployment insurance benefits to which the employee would otherwise have been entitled if she had not availed herself of the unemployment insurance benefits before her maternity leave, the employee continues to receive, for a period equivalent to the weeks deducted by the C.E.I.C., the complementary compensation provided in the first sub-paragraph of paragraph b) as if she had,' during this period, availed herself of the unemployment insurance benefits.
- c) For each of the weeks that follow those described in paragraph b), a compensation equal to 93% of her regular weekly salary, and this, up to the twentieth (20th) week of the maternity leave.
- d) When the employee resumes the maternity leave interrupted by virtue of clause 25.07, the Employer pays the employee the Compensation to which she would have been entitled had she not availed herself of such interruption.
- e1) The Employer may not offset, by the compensation that it pays to the employee on maternity leave, the reduction in the unemployment insurance benefits resulting from the salary earned in the employ of another Employer.
- e2) Notwithstanding the provisions of the preceding sub-paragraph, the Employer provides this compensation if the employee proves that the salary earned from another Employer is a regular salary, by means of a letter to this effect from the Employer who pays it. If the employee proves that only a portion of this salary is regular, the compensation is limited to this portion.
- e3) The Employer who pays the regular salary as mentioned in the preceding sub-paragraph must, at the employee's request, produce such a letter.
- e4) The total amount received by the employee during her maternity leave, in unemployment insurance benefits, compensation and salary may not, however, exceed 93% of the basic regular weekly salary paid by the Employer, and other Universities, as the case may be.

25.10 Cases not eligible for Unemployment Insurance

Any employee who is excluded from unemployment benefits or who is declared ineligible is also excluded from any other compensation. However:

- a1) The full-time employee who has accumulated twenty (20) weeks of service is entitled, for ten (10) weeks, to compensation equal to 93% of her regular weekly salary if she is not eligible for unemployment insurance for the following reason:
 - a2) She did not hold an insurable job for at least twenty (20) weeks during the period of reference provided for in the unemployment insurance plan.
- b) The part-time employee who has accumulated twenty (20) weeks of service is entitled, for ten (10) weeks, to compensation equal to 95% of her regular weekly salary if she is not entitled to unemployment insurance benefits for one of the following two reasons:
 - 1) she did not contribute to the unemployment insurance plan or
 - 2) she did contribute but did not hold an insurable job for at least twenty (20) weeks during her period of reference.

25.11 Cases provided for In clauses 25.09 and 25.10

- a) No compensation may be paid during the vacation period for which an employee is paid.
- b) The compensation due for the first two (2) weeks is paid by the Employer in the two (2) weeks following the beginning of the leave; the compensation due after this date is paid at two (2) week intervals. In the case of the employee who is eligible for unemployment insurance benefits, the first instalment need only be paid fifteen (15) days after the Employer receives proof that she is receiving unemployment insurance benefits. For purposes of this paragraph, a statement of benefits, a stub or information provided by the C.E.I.C. to the Employer by means of an automated statement are considered as proof.
- c1) The regular weekly salary of the permanent part-time employee is the regular weekly salary averaged over the last twenty (20) weeks preceding her maternity leave. If, during this period, the employee received benefits fixed at a certain percentage of her regular salary, it is understood that for the purpose of calculating her regular salary during her maternity leave, reference is made to the regular salary on which the above-mentioned benefits were established.
- c2) If during this twenty (20) week period the salary scales are adjusted, the adjusted amount will be considered as the regular weekly salary. If, however, the maternity leave includes the date at which the salary scales are adjusted,

the regular weekly salary of the employee is calculated, as of this date, according to the salary scale adjustment which applies.

c3) Moreover, any period in which the employee on special leave as provided for in clause 25.18 does not receive any compensation from the CSST (Health and Safety Commission) is exempt for the purposes of calculating the employee's weekly base salary.

25.12 a) The maternity leave allowance (this pertains to the allowance currently set at three hundred and sixty (\$360) dollars) paid by the Ministère de l'Emploi et de la Solidarité sociale et de la Famille (1-888-643-4721) is deducted from the benefits to be paid under clause 25.09.

b) The foregoing will not apply when an employee's application for this allowance has been refused, and written proof of the refusal is provided.

25.13 a) During the maternity leave and the extensions provided in clause 25.14, the employee, insofar as she is normally entitled to them, benefits from the following:

- salary insurance;
- life insurance;
- supplementary life insurance;
- ☐ health insurance;
- accumulation of vacation;
- ☐ accumulation of sick leave;
- accumulation of seniority;
- accumulation of experience;
- the right to apply for a posted position and to obtain it in accordance with the dispositions of the collective agreement as if she were at work.
- All northern benefits, including annual leave trips, if the employee remains in Nunavik

b) The employee may defer a maximum of two (2) weeks of annual vacation if it falls within her maternity leave and if she notifies the Employer in writing of the date of such deferral no later than two (2) weeks before the expiry of said maternity leave.

25.14 a) If the birth occurs after the due date, the employee is entitled to extend her maternity leave for the length of time the birth is overdue, unless if she has at least two (2) weeks of maternity leave left after the birth.

b) Furthermore, the employee may extend her maternity leave by six (6) weeks if her child's health requires that she do so.

- c) During these extensions, the employee does not receive either compensation or salary.

25.15 The maternity leave may last for less than twenty (20) weeks. If the employee returns to work within the two (2) weeks following the birth, she must, at the Employer's request, produce a medical certificate confirming that she is sufficiently recovered to resume work.

25.16 Upon her return to work, the employee returns to her position or to a position that was successfully obtained through a posting during her leave. In the event that her position has been abolished or she has been displaced following the application of Article 12 or 13, the employee may avail herself of all rights and privileges provided in the collective agreement at the moment of her return.

Section III Special Leaves

25.17 Provisional Assignment and Special Leave

- a) An employee may request a provisional assignment to another position with either the same or a different job title in the following cases:
 - 1) she is pregnant and her working conditions expose her or her unborn child to infectious diseases or to physical dangers;
 - 2) her working conditions involve dangers for the child whom she is breast-feeding.
- b) The employee must present a medical certificate to this effect as soon as possible.
- c) The employee so assigned retains the rights and privileges of her regular position.
- d) If the assignment is not carried out immediately, the employee is entitled to a special leave to begin immediately. Unless a provisional assignment arises afterward to cancel this special leave, the special leave terminates for the pregnant employee, on the date of the birth, and for the employee who is breast-feeding her child at the end of the period during which the child is breast-fed.
- e) During the special leave provided by the preceding paragraph, in regard to her indemnity, the employee is covered by the provisions of the health and safety law on preventative measures for the pregnant or breast-feeding employees.
- f) Over and above the preceding provisions, at the request of the employee, the Employer must study the possibility of temporarily modifying, without any loss

of rights, the duties of an employee who works on a cathode ray terminal on a regular basis, to reduce to a maximum of two (2) hours per half day of work on a cathode ray terminal, and to assign her to other duties she is reasonably able to accomplish for the rest of her work time.

- g) As soon as the Employer receives a request for preventive reassignment, it will immediately inform the Union and cite the name of the employee and the reasons for the request.
- h) Should an employee other than the employee requesting to be temporarily reassigned agree, her/his position may be exchanged for that of the pregnant employee for the duration of the temporary relocation, subject to the Employer's approval. This provision will apply only when both employees meet the normal requirements of the task.
- i) The employee thus relocated to another position and the employee who agrees to take this employee's position maintains all rights and privileges pertaining to their respective regular position.

25.18 Other **Special** Leaves

An employee is entitled to a special leave in the following circumstances:

- a) when a complication in the pregnancy or a risk of miscarriage requires a work stoppage for a period prescribed in a medical certificate, such special leave cannot be extended beyond the beginning of the eighth (8th) week preceding the due date at which time the maternity leave will begin;
- b) upon presentation of a medical certificate prescribing the duration, when a natural or legally induced miscarriage occurs before the beginning of the twentieth (20th) week preceding the due date;
- c) for visits related to the pregnancy which are with a health care professional and which are attested to in a medical certificate.

25.19 a) With regard to visits cited in clause 25.18 paragraph c, as well as in the case of an employee who adopts a child, the employee is entitled to paid special leave, up to a maximum of four (4) days. These leaves may be taken as half (1/2) days.

- b) During the special leaves granted under this section, the employee receives the benefits provided in clause 25.13, insofar as she is normally entitled to them and also in Section II, clause 25.16. The employee covered by clause 25.18 b) may avail herself equally of the benefits from the sick leave plan or the salary insurance plan, whichever the case may be. In the case of a leave

covered by paragraph 25.18 b) 3), the employee benefits from a leave during her working hours, without any loss of pay.

Section IV Other Parental Leaves

25.20 Paternity Leave

- a) The employee whose spouse gives birth is entitled to a leave with pay for a maximum period of five (5) working days. This leave may be discontinuous and must be taken between the beginning of labour and six (6) months day following the mother's or the child's return home. One of the above days, may be reserved for the Christening or for Civil Registration.
- b) An employee may defer one (1) week's vacation if the birth of the child takes place during his annual vacation. He must inform the Employer in writing.

25.21 Leaves for Adoption and Leaves without Pay In View of Adoption

- a) Subject to the unemployment insurance criteria of eligibility, the employee who legally adopts a child is entitled to a leave of a maximum duration of seventeen (17) weeks. Should her/his spouse be eligible for this same leave, the employee and her/his spouse may each benefit from an adoption leave, however the maximum total duration of both leaves combined must not exceed seventeen (17) weeks.

The leave begins when the child is actually in the employee's care and ends

- i) seventeen (17) weeks after the week the child was placed in the employee's care or;
 - ii) With the week, according to the unemployment insurance criteria of eligibility, during which it is no longer reasonable to remain at home or;
 - iii) With the week immediately preceding the week that the payments are requested and payable as per the Unemployment Insurance Act.
- b) During this leave, the employee receives the indemnity provided in clause 25.09 for a maximum period of fifteen (15) weeks, if she/he is eligible for unemployment insurance, or the indemnity provided in 25.10 if she/he is not eligible for unemployment insurance, for a period of ten (10) weeks.
 - c) In the cases cited in the preceding paragraph, the provisions related to maternity leave provided in clauses 25.11 and 25.13 apply.

- 25.22 a) The employee who legally adopts a child and who does not benefit from a leave for adoption provided in clause 25.21 is entitled to a leave of a maximum of five (5) working days, of which only the first two (2) are paid.
- b) The leave can be discontinuous but cannot be taken after fifteen (15) days following the arrival of the child at home. However, the employee is only allowed a leave of ~~two~~ (2) days when the adoption concerns the child of her/his spouse.
- 25.23 a) The employee benefits, in view of the adoption of a child other than her/his spouse's, from a leave without pay of a maximum duration of fifteen (15) weeks beginning when the child is placed in the employee's care.
- b) The employee who goes outside of Quebec to adopt, is entitled to, upon written request to the Employer if possible two (2) weeks in advance, a leave with pay for the time necessary for such travel. If this results in the taking charge of the child, the maximum duration of the leave without pay is fifteen (15) weeks in accordance with the preceding paragraph.
- 25.24 a) During a leave without pay in view of adoption provided in the preceding clause, the employee benefits from the same advantages that apply to a leave without pay provided in this article.
- b) When the adoption leave takes place on the date of the beginning of the leave without pay, the employee benefits exclusively from the advantages provided in the adoption leave.

25.25 Leaves Without Pay and Partial Leaves Without Pay

- a) A leave without pay or a partial leave without pay of a maximum duration of one (1) year is granted to an employee to extend her maternity leave, his paternity leave, or to one or the other to extend their adoption leave. This leave is consecutive to a maternity, a paternity or an adoption leave.
- b) The employee who wishes to avail herself/himself of a leave provided in the preceding paragraph, must advise the Employer fifteen (15) days in advance. During this maximum two (2) year period, the employee may, upon written request at least thirty (30) days in advance, change one (1) time her/his leave without pay into a partial leave or vice versa, whichever the case.
- c) The employee who does not avail herself/himself of a leave provided for in the preceding paragraphs may benefit, after the birth or adoption of his/her child, from a leave without pay of at most thirty-four (34) continuous weeks, starting at the moment which the employee decides, but not later than one (1) year after the birth, or in the case of an adoption, one (1) year after the child is placed in the employee's care.

- d) An employee may extend her/his leave without pay or partial leave without pay, once. However the total period of leave must not exceed two (2) years.
- e) A written request to extend a leave without pay or partial leave without pay must be submitted to the Employer thirty (30) days prior to the expected date of return provided for in the employee's initial request for a leave.

- 25.26 a) During the leave without pay, the employee continues to accumulate her/his seniority, retains her experience and may continue to participate in any benefit plans she/he is entitled to by so asking at the beginning of her/his leave and by paying the entire cost of the premiums.

Subject to article 38, the existing practice regarding step advances will be maintained during the present Agreement, for the first twelve (12) months of the leave without pay.

- b) During the partial leave without pay, the employee accumulates her/his seniority, and while at work is governed by the rules which apply to the part-time employee.
- c) During this leave without pay be it full time or part-time, the employee accumulates his/her experience as used to determine his/her salary, up to a maximum of the thirty-four (34) first weeks of his/her leave.
- d) During a leave without pay or a partial leave without pay of twelve (12) weeks or less, an employee retains all rights and privileges provided for in the collective agreement, as per section 81.15 of the Labour Standards Act of Québec.
- e) During a leave without pay or a partial leave without pay of more than twelve (12) weeks, an employee will be entitled to the benefits provided for in articles 36 and 37 when the employee becomes incapable of performing her/his duties due to an accident or an illness, other than an occupational injury, after having made a written request as per article 25.30, to end her/his leave without pay or partial leave without pay.
- f) Notwithstanding article 36, during a leave without pay or a partial leave without pay of more than twelve (12) weeks, an employee who becomes incapable of performing her/his duties due to an accident or an illness that is not work related and subsequently makes a request as per article 25.30, to end her/his leave without pay or partial leave without pay becomes eligible for benefits under article 36 or 37, as is applicable, at the earliest of the two following dates;

i) the date of return to work provided for in the employee's original request for leave without pay,
or

ii) the date that the employee becomes eligible for benefits under article 37.

g) In all cases covered under paragraphs e) and f), the employee must submit a medical certificate to the Employer indicating the date that the illness or accident began, confirming the employee's incapacity to return to work, as well as the employee's expected date of return to work. The Employer reserves the right to have an employee examined by another physician.

25.27 a) The employee may take her/his deferred annual vacation immediately prior to her/his leave without pay or partial leave without pay provided there is no interruption with her maternity leave, his paternity leave, or adoption leave, whichever the case.

b) For the purpose of applying the present paragraph, all holidays accumulated according to Article 27 before the beginning of a maternity, paternity or adoption leave, are added to the deferred annual vacation.

c) At the end of the full time or partial leave, the employee is integrated into her/his position. In the event that her/his position has been abolished, the employee is entitled to the advantages she/he would have benefited from had she/he been at work.

d) A leave without pay or a partial leave of a maximum duration of one (1) year is granted to the employee whose minor child has emotional or social development problems or is disabled or has a long-term illness and whose condition requires the presence of the employee concerned. Modalities pertaining to such a leave will be determined through agreement between the employee and the Employer. The Employer will provide the Union with the copy of such an agreement.

25.28 **Miscellaneous Provisions**

a) The leaves of absence provided in clauses 25.21, 25.22 and 25.25 are granted following a written request submitted at least four (4) weeks in advance. This request must indicate the expected date of return.

b) In the case of a partial leave without pay, the request must indicate the arrangement of such leave, on the position held by the employee.

- c) In the case of disagreement with the Employer as to the number of days, the employee has the right to a maximum of *two and one half (2 1/2)* days per week, or its equivalent, and this for a maximum of two (2) years.
- d) Failing agreement on the distribution of these days, the Employer determines the schedule.

25.29 The Employee must send to the employer during the fourth (4th) week preceding the expiration of the adoption leave, the parental leave, or the maternity leave, a notice indicating the date ~~on~~ which he-she will be returning to work.

25.30 a) The employee who has not sent the notice described above must return to work upon expiration of the maternity, the parental or the adoption leave, providing that the said leave has not been prolonged in the manner provided in clause 25.28.

b) The employee who does not return to work on the date confirmed in the notice that she-he has sent according to the preceding paragraph is considered as having resigned as of that date

25.31 The employee who takes a leave for adoption provided in clause 25.21 of this section receives the benefits stipulated in clause 25.13, insofar as she/he is normally entitled to them, and in clause 25.16 of Section II.

25.32 The Employer agrees to guarantee, that as of the date this agreement goes into effect, the employee may receive during her maternity leave or her/his adoption leave, the benefits or part of the benefits paid by the Employer as per Section II independent of modifications to the criteria for eligibility of unemployment insurance benefits which could surface after the signing of this agreement but subject to the whole thing being admissible to supplementary unemployment benefits.

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

Article 26 Leave without pay

26.01 Subject to the following conditions, an employee may obtain a leave without pay; such a leave is distinct from a deferred salary leave:

- a) An employee is eligible when he holds a permanent position at the time of application and has two years *of* continuous seniority with the KRG at the time he applies;

- b) Not more than three (3) employees will be absent from work at a given time, and not more than one by department;
- c) The leave is requested for educational purposes or to start and operate a business in the North of the 55th parallel.
- d) An employee cannot apply for another leave without pay unless two (2) years have elapsed from his return from the prior leave or its convened renewal.

Subject to the conditions and limitations set here above, the granting of a leave without pay will also be subject to the ability of the respective departments to accommodate the leave; in case of equality between two or more applicants, the granting of the leave will be done by seniority.

- 26.02 The duration of a leave without pay is of a minimum of twelve (12) months and a maximum of twenty-four (24) months. Providing there is no other applicant at that time, the leave may be renewed in compliance with the basic conditions.
- 26.03 A written request for a leave without pay should be forwarded to the Executive Committee of the KRG no later than two (2) months before the expected beginning of the said leave. The Employer must respond in writing within five (5) weeks of receipt of the request.
- 26.04 If an employee uses a leave without pay for purposes other than those for which it was granted or if he fails to return to work at the end of said leave, except in the case of an emergency situation, he is considered as having resigned retroactive to the date of the beginning of the leave.
- 26.05 After agreement between the parties an employee may put an end to the leave without pay before the anticipated date of return.
- 26.06 An employee who benefited from a leave without pay must return to work for a period equal to that of the leave. Upon his return, if the position the employee occupied at the beginning of his leave does not exist any more or is not available, then the employee shall be in the same position he would have been should he had remained at work.
- 26.07 Unless there is an agreement to the contrary, an employee on leave without pay continues to accumulate his seniority, retains his experience but does not benefit from the advantages provided in the present Agreement. He continues to benefit from the Group insurance plans should these plans so permit, on condition that he pays the entire cost.

Article 27 Training

The parties agree that training for employees is beneficial to both the employee and the Employer, and as such the Employer agrees endeavour to promote training for employees whenever possible.

- 27.02 The Employer agrees to address request for funding for training activities to the appropriate authorities.
- 27.03 An employee who follows a training session, requested or offered by the Employer during regular working hours, will not suffer any loss of salary, but will not be paid as overtime. All amounts paid to the employee will be considered eligible under the appropriate law pertaining to the employee training.
- 27.04 Should an employee request training which requires that she-he travel south of the 55th parallel, the cost of said trip may be deducted from the employee's annual leave trip bank.

Article 28 Public service absences

- 28.01 The employee who intends to be candidate for public office (excluding municipalities North of the 55th parallel) may, upon written application to his Employer, obtain leave of absence without pay as provided for in the law.
- 28.02 a) An employee elected to a school board, a hospital board, a local centre for community services (CLSC), a Regional Board of Health, or any other legitimate public body or public organisation within the territory North of the 55th parallel is entitled to a leave without pay for meetings or official activities of his function during regular hours.
- b) In such cases a written request containing the employee's name, the nature of the absence, and the probable duration of the absence must be given to the Human Resource Office at least five (5) working days prior to the date of the beginning of the leave unless there is an emergency situation.
- 28.03 Upon his return to work, the Employer reinstates the employee into the position he occupied at the moment of his departure, or into the same position he would have been should he had remained at work.

Article 29 Leave for traditional activities

An Inuk employee is granted ten (10) working days of leave without pay per civil year to benefit from traditional activities providing he makes the request to his immediate supervisor fifteen (15) days before the beginning of the traditional activity.

in case of a funeral in a Northern Village, **all** KRG's employees may benefit a leave with pay for the duration of said funeral service. Such an absence must be notified in advance to the employee's immediate supervisor

Article 30 Sick leaves

- 30.01 The permanent employee is entitled to twelve (12) days of sick leave a year, awarded on a pro rata basis. Those not used may be reimbursed at the end of the year or transferred to her/his RRSP if so requested by December 5th of the current year or carried forward to the following year up to a maximum of ten (10) days per year.
- 30.02 The employee absent more than three (3) consecutive days must submit a medical certificate to his immediate supervisor.
- 30.03 The employee must notify his immediate supervisor when he is sick and will not be coming in to work. Whenever possible the employee indicates the duration of his absence.

Article 31 Group Insurance

- 31.01 The Employer undertakes to maintain in effect or to contract a group insurance policy containing the same coverage as the insurance policy in effect at the time of the coming into effect of this collective agreement.
- 31.02 The employees and their dependants are covered by a group insurance plan whose terms and conditions of application are given in the applicable insurance policy and which covers the following:
- Life insurance;
 - Accidental death and dismemberment benefit;
 - Weekly indemnity benefit;
 - Hospital care in Canada;
 - Medication;
 - Health practitioners;
 - Medical supplies;
 - Other services.
- 31.03 The employee may benefit from this group insurance plan from their first day of work.
- 31.04 As long as they are covered by other regimes, the JBNQA beneficiary employees are covered under the policy referred to in clause 31.01 for life insurance, accidental death and dismemberment benefit and the weekly indemnity benefit only.

31.05 The premium payable must be shared equally by the Employer and the employees for the benefits that apply to them unless otherwise specifically provided for by the collective agreement or by a law.

Article 32 Registered Retirement Savings Plan

32.01 a) A collective Registered Retirement Savings Plan (RRSP) for the benefit of the governed employees [permanent, trainee] is mandatory for each governed employee and will be of such a nature that the monies invested by and in favour of each employee, will be vested to his benefit, transferable after employment to another RRSP in the name of the employee and to his benefit and that of his successors. The Union will choose the Plan administrator and the administrative costs or fees, including the Employer's additional administrative costs, if any, will be assumed by the employees. During employment, the employee's and the Employer's contribution cannot be transferred or paid back to the employee. At the end of employment, the contributing employee will have the option to transfer his contribution (including the Employer's part) to another RRSP, to cash the monies or to leave it in the Plan. The whole in accordance with the conditions of the Plan and with the relevant laws.

b) An employee may increase her/his percentage of participation by sending a written request to do so to the Human resources office at least thirty (30) days before the new percentage is to apply.

32.02 a) The maximum contribution of the Employer to the Plan in favour of the governed employees, is of four per cent (4%) of the following annual amount: the total of the employee's regular basic salary for a standard workweek plus the applicable cost of living differential allowance (CLD) for the same period attributable to that employee, less the Employer's administrative costs determined as per article 32.01.

b) Starting January 1st 2004, the contribution of the employee is ~~two~~ per cent (2 %) of his regular basic salary.

c) The employee's contribution is deducted from his salary and transmitted bi-weekly to the Plan administrator, along with the Employer's contribution for the same period.

Article 33 Classification and salaries

33.01 Except for an employee with trainee status, to whom different rules apply, all employees must meet the minimum requirements for their class of employment.

33.02 From her/his date of hire an employee is classified according to the nature of the work and the characteristic elements of her/his position, which she/he exercises on a regular basis. The classification of the position corresponds to one of the Categories and Classes appearing in Appendix C.

For the purposes of the present article and unless specifically otherwise provided the anniversary date corresponds to the date of hire of the employee. The period of time spent in a level will normally be one (1) year unless otherwise provided for.

33.03 The Employer determines where the employee will be placed in the salary scale according to his schooling and pertinent experience.

33.04 A step normally corresponds to one (1) year of pertinent experience. It indicates the level of remuneration within the salary scale of each class.

33.05 The employee who has no more than the minimum required by the class is hired at the first step of the class.

33.06 However, the employee who has more years of experience than the minimum required for the class will be awarded one (1) step for each year of additional experience as long as the experience is considered to be directly pertinent as per the attribute described for the class.

33.07 Likewise, an employee who has successfully acquired more schooling in accredited institutions than the minimum required will be granted a step for each year of successful schooling which exceeds the minimum required. This schooling must be both directly pertinent and greater than the minimum schooling for the class.

33.08 The period of time spent in a level will normally be one (1) year and unless otherwise provided, each level will correspond to one (1) year of experience.

33.09 One (1) additional step will be granted to an employee when he/she has obtained an academic diploma, provided this diploma is deemed directly relevant to the functions of the job to which he has been assigned. It is the employee's responsibility to provide the information related to his/her experience and the academic content of his/her personal file.

In cases the advancement into the additional step is granted, the said advancement is applied on the scale from the day of graduation.

In cases the advancement into the additional step is denied, the employee may file a grievance.

- 33.10 If during a year, an employee benefits from a change in job class or a promotion or a transfer or a demotion, then his anniversary date will correspond from then on to the date on which he obtained the new class, the promotion, the transfer or the demotion.
- 33.11 When an employee is transferred from one job to another, with the same class, the most advantageous of the following situations will apply:
- a) he shall be assigned to a salary level in the new class of employment which corresponds to the valid and directly related experience he has to perform the duties inherent to this new class;
 - b) he shall retain his current salary level.
- 33.12 When an employee is promoted to a job with a higher class, he/she receives, from the date of the promotion, the salary level in the new class immediately above the one he/she previously occupied.
- 33.13 When an employee transfers to a job with a lower class, the most advantageous of the following situations will apply:
- a) he/she shall be assigned to the salary level in the new class immediately below the one which he previously occupied;
 - b) he/she shall be assigned to a salary level in the new class of employment which corresponds to the valid and directly related experience for the duties he/she has to perform in their new class.
- 33.14 The Employer shall distribute the pay cheques in one of the following manners:
- a) In a sealed envelope at the head office in Kuujjuaq every second Thursday;

Or, deposited by bank transfer into the employee's account in a financial institution of the employee's choice.
 - b) If a pay day coincides with a statutory holiday, the pay shall be paid insofar as possible, on the preceding workday.
- 33.15 The following information must appear on the cheque stub:
- ┆ The Employer's name,
 - ┆ The employee's surname and name,
 - ┆ The regular time paid
 - ┆ Overtime paid, when applicable,
 - ┆ Gross and net salaries,
 - ┆ Other sums paid or deducted,

- Income tax deductions,
- Québec Pension Plan contribution,
- Employment insurance deductions, and
- The pay period.

33.16 Before claiming monies paid in excess to an employee, the Employer shall reach an agreement with him on the terms and conditions of reimbursement. If the parties fail to reach an agreement, the Employer shall set the applicable terms of reimbursements as if it was a seizure of salary under the Civil Code of Procedure of Quebec. If the employee's employment is terminated for whatever reason, before any debt owed to the Employer is paid back to the Employer, the latter may refund himself from any money normally payable to the employee by reason of his termination, without prejudice for the Employer to claim from the individual any outstanding amount left after the application of the present article.

33.17 If the Employer commits an error and forgets to pay an employee on the predetermined date or pays him less than he is entitled to, the Employer agrees, after receiving a request from the concerned employee, to take the necessary steps to rectify the situation immediately as long as the necessary documents have been provided by the employee.

In the event of a permanent termination of employment, the Employer remits at the time of his departure, to the employee who has made the request in sufficient time to allow at least fifteen (15) working days for processing the termination of employment, all salaries and vacation indemnities due to him. The employee who has not made such a request should expect to receive within thirty (30) days of his departure the amounts owed to him.

Article 34 Job evaluation committee

34.01 job evaluation committee is created within thirty (30) days of the signature of the collective agreement.

34.02 The committee is composed of two members chosen by the Employer and two members chosen by the Union. All meetings of the job evaluation committee are held during normal working hours and are without loss of pay for the employees concerned.

34.03 Every classification created since 2002 and over which there was no agreement between the parties is referred to the job evaluation committee within sixty (60) days of the signature of the collective agreement. Human Resources transmit immediately all documents related to a classification to the members of the Job Evaluation Committee.

34.04 When a new position is created or when an immediate supervisor and/or an employee feels that the duties of her/his position no longer correspond to the job

description for that position, a revised job description may be submitted to the Human Resources office along with a request to have the position re-evaluated.

- 34.05 The job evaluation committee will meet to review a request for re-evaluation within thirty (30) days of the submission of said request.
- 34.06 The committee may request a meeting with the employee and/or the immediate supervisor concerned.
- 34.07 The committee may request the services of an external advisor.
- 34.08 The committee must render its final decision in writing, with a copy to the Union, within thirty (30) days of the initial request for re-evaluation.
- 34.09 When the final decision of the committee is to upgrade the position, the upgrade will be retroactive to the date that the request for re-evaluation was submitted.
- 34.10 When the final decision of the committee is to downgrade the position, the downgrade will become effective on the date that the committee renders its decision.
- 34.11 The job evaluation form which is used by the job evaluation committee appears in Appendix H and forms an integral part of the collective agreement.
- 34.12 In the case of a disagreement concerning the final decision of the job evaluation committee the employee may submit her/his case to the grievance procedure.

Article 35 Annual evaluation

- 35.01 The employee's performance shall be evaluated annually and the evaluation shall be held within four months of the anniversary date applicable. The employee's Department Director shall prepare an evaluation report for each employee in the department and discuss it with the respective employee.

Article 36 Northern benefits

36.01 Points of origin

Definition:

Unless specifically convened otherwise by letter of agreement, is considered the point of origin of an employee, one of the following airports the nearest to the employee's domicile in the legal sense of the term at the time of his appointment:

- U Iqaluit
- U Quebec City
- Montreal
- U La Grande
- Any location within the Kativik region
- U Ottawa

36.02 General provisions

- a) An employee is eligible to receive, at least, the benefits for a single person.
- b) An employee with dependants will be entitled to any given benefits with dependants less any similar benefits allocated by said dependant's employer or by his spouse's employer for the said dependants.
- c) Twice a year, in October and in April each employee will fill out a form providing all the necessary information related to dependants. The employee is also responsible for informing the Employer of any changes related to her/his dependants. The employee's spouse will provide an authorisation for the Employer to consult information relative to her/his benefits with her/his dependants.
- d) If during her/his employment an employee decides to displace some or all of her/his dependants south of the 55th parallel for a period of three (3) consecutive months or more on a permanent basis her/his northern allowance will be reduced accordingly. This paragraph does not apply when the employee's dependant is enrolled in a vocational program that is not offered in Nunavik or is attending a recognised College or University.
- e) If during her/his employment an employee decides to displace some or all of her/his dependants south of the 55th parallel on a temporary basis for a maximum period of three (3) consecutive months, no more than once a year, or as a result of a maternity or of a sick leave, the employee is still considered as an employee with dependants.
- f) If an employee decides to move to her/his place of work without her/his family for an undetermined period, she/he shall be entitled to the cost of living differential allowance, food allowance, annual leave trips and relocations for an employee without dependant. His/her status will be changed upon subsequent arrival of her/his family.
- g) The present article shall apply to all governed employees.

36.03 Cost of living differential allowance

The employee residing North of the 55th parallel or having to work in the South of the 55th parallel while still retaining his residence North of the 55th parallel shall receive, on a .pro rata basis of his expected service during the reference year from January 1st to December 31st, the following cost-of-living differential allowance depending on the sector where he resides ; the amounts are as follows:

Sector I - Kuujjuaq and Kuujjuarapik

- 9 795\$ for employees with dependent
- 6 122\$ for employees without dependent

Sector II- Inukjuak, Puvurnituq and Umiujaq

- 12 737\$ for employees with dependent
- 7 225\$ for employees without dependent

Sector III- Akulivik, Ivujivik, Salluit, Kangiqsujaq, Quaqtac, Kangirsuk, Aupaluk, Tasiujaq, Kangiqsualujjuaq

- 15 027\$ for employees with dependent
- 8 524\$ for employees without dependent

36.04 Relocation

- a) Employees who are recruited or reassigned to a position after a lay-off or a transfer, either at his request or at the Employer's, or dismissed or who has resigned after her-his probation period (the move has to be within one month following such event), providing that such employee is relocated within a distance greater than fifty (50) kilometres between his place of assignment and his point of origin as determined in clause 36.01, the Employer will pay the following expenses;
 - i) the airfare for the new employee and his dependent(s) if any;
 - ii) The cost of the transportation of her/his personal belongings and those of her/his dependants;

Within Nunavik: From her/his home to the airport of her/his point of origin and then to the airport of her/his point of assignment and then from the airport to her/his home;

From outside Nunavik: from her/his point of origin and then to the airport of her/his point of assignment;

- iii) Up to a maximum value of fifteen thousand dollars (15 000,00 \$) the insurance coverage of what is transported and the transportation of such belongings from his home to the airport at his point of origin and then to the airport of his point of assignment, up to a maximum of:
 - 455 kilograms for the employee himself;
 - 227 kilograms for each dependent.
 - iv) Additional insurance coverage will be charged to the employee, at the rate paid by the Employer.
 - v) Except for dangerous goods, there is no restriction on what the employee may transport within the above weight limit.
 - vi) Dangerous goods are the entire responsibility of the employee.
 - vii) The employer will pay for the cost of delivery of the personal belongings to the home of the employee.
 - viii) Upon presentation of the pertinent vouchers, an amount of 100,00 \$ plus applicable taxes, as excess baggage, is allowed to relocate to his point of assignment, and this amount is not cashable.
- b) 1) The employee who did not use all the relocation allowance he was allotted by virtue of paragraph 36.04 a) is still entitled to the unused portion for up to six (**6**) months.
- 2) She/he may also use any unused allowance to transport personal belongings through sea lift during the season following his relocation, in such a case the employer will pay the cost up to the value of the unused kilograms multiplied by the applicable cargo rate the date of the employee's relocation.
- C Not exceeding the amount allotted by virtue of paragraph 36.04 a), the employee who pays for the shipping of his belongings to his place of assignment will be reimbursed for these expenses, upon presentation of pertinent vouchers. This provided that these expenses are not reimbursed by another organisation or plan, such as the Federal Labour Mobility Plan, and solely in the cases provided for in section 36.04 a).

Annual Leave Trips

36.05 Definitions :

For the purpose of applying the present article the following terms are interpreted as follows:

- a) Calendar year: January 1 to December 31.
- b) Dependant: **As** per clause 3.21 excluding those, for reasons **of** their age, not charged airfare by airlines.
- c) Relative: **A** relation of an employee or of his spouse, a dependant, a spouse, a son or a daughter, a mother, a father, a brother, as sister, a grand-parent or a grand children.
 - 2) This definition applies only for the purposes of taking additional trips for justified reasons.
 - 3) At the beginning of the year, or of his employment, the employee will provide the Employer, on the appropriate form, with the names **of** his spouse and other persons that are to be considered his dependant or relatives and dependants and relatives for the balance of the year.
- d) Justified reasons: Sickness shall be interpreted as treatments that cannot be provided at the local hospital or nursing station or at the place of assignment of the employee;
 - i) To visit a relative who is sick in an hospital or a nursing station located in a village other than the place of assignment of the employee;
 - ii) To visit an employee's **or** an employee's spouse's relative who is sick in his/her home community;
 - iii) To attend the bereavement of an employee's or an employee's spouse's relative;
 - iv) To participate in the search and rescue of a lost or missing relative.
- e) Place of assignment: Location where an employee usually performs his/her duties. If an employee usually performs his/her duties in several locations, the place of assignment is then deemed to be where he/she generally receives his/her instructions and reports on his/her activities.
- f) Point of origin: For the purposes of clause 36.05 only, as per clause 36.01, or Montreal whichever is more advantageous for the employee, if the point of origin is the same than the place of assignment or is one of the airport North of the 55th parallel.

36.06 Maximum yearl round trip entitlement

- a) The maximum round trip entitlement per calendar year for an employee with several dependants (except for what is provided for in clauses 36.02 and 36.05 this entitlement cannot be exceeded): eight **(8)**
- b) The maximum round trip entitlement per calendar year for an employee with one (1) dependant [the spouse] (except for what is provided for in clauses 36.02 and 36.05 this entitlement cannot be exceeded): six (6)
- c) The maximum round trip entitlement per person per calendar year (except for what is provided for in clauses 36.02 and 36.05 this entitlement cannot be exceeded): three (3)
- d) This article does not apply to employees whose place of residence is outside Nunavik and whose airfare to and from work in Nunavik is paid by the Employer.

36.07 Exceptionally, one (1) additional trip, for justified reasons at any time of year, may be granted to the employee and any of her/his eligible dependants and always within the limits of the employee's ALT maximum annual entitlement and providing it receives the approval of the Department Director.

36.08 An employee and each eligible dependant may take three (3) round trips without exceeding the maximum annual value of the entitlement. This applies to all employees eligible for ALT, both full time and part time.

36.09 Other than for considerations already provided for under paragraphs 36.02 a) b) c) d), an employee is entitled to charge to his/her ALT maximum annual entitlement, a trip for his dependants (as defined in clause 3.21) living in a location other than the employee's place of assignment. The cost of said trip will be deducted from the employee's ALT maximum annual entitlement value.

36.10 Maximum Annual Leave Trip (ALT) value of the Entitlement

- a) Subject to the rules related to the earning of the ALT entitlement, the employee's maximum ALT value of the entitlement is based on the cost of the ticket, at the KRG contract airfare rate when available, or the regular airfare, between the point of assignment and the point of origin, calculated once a year, at January 1, or at the date of hiring if the employee is hired after January 1, or at the date when a change occurs in the family dependants after January 1, or when the employee's status changes during the year. The calculation of the ALT value of the entitlement does not constitute for a given year a taxable benefit for the employee until the employee effectively claims a reimbursable ALT expense.

- b) The maximum value of the ALT entitlement is adjusted at any time during the year when there is a change in the airfare by any concerned airlines. The maximum ALT value of entitlement shall be modified from the month in which the change took place forward. If the change should occur between the first and the fifteenth day of the month, the modification will effect the entire month.

36.11 The value of the ALT entitlement must be defined for the following reasons:

- a) To establish the cost sharing arrangements between the employee and the KRG, when the employee has earned in a given year a fraction of an annual leave trip and wishes to use that year said portion of his benefit;
- b) To establish the cost sharing arrangements between the employee and the KRG, when the employee is taking 4 working days of annual leave while travelling on business or when the employee is requested by his supervisor to work 4 days while on annual leave;
- c) To establish the maximum amount of money that can be deducted from an employee's ALT maximum entitlement value when an employee travels by chartering a Nunavik owned air carrier or through regular scheduled flights, from his point of assignment to a destination other than his point of origin which cannot be further than his/her point of origin;
- d) To ensure that, when an employee requests an additional trip for justified reasons, for himself and any of his dependants within his ALT maximum entitlement value for the year, the value of said trip will not exceed the amount remaining in the employee's ALT maximum entitlement value calculated for the same year;
- e) To determine the number of trips paid by another employer when that employer grants an ALT entitlement based on a dollar value;
- f) To determine for an eligible employee the maximum entitlement value for a given year, in order to allow him and his dependants to take up to 3 round trips each per year, without exceeding the value of the entitlement of 3, 6 or 8 trips provided for in clauses 36.06
- g) For any other reasons, a reference to the ALT entitlement refers to a number of trips and not to a monetary value.

Earning of the Annual Leave Trip entitlement

- 36.12 The ALT entitlement earned by an employee is based pro rata on the number of months he has worked, and the pro rata of hours worked in the case of a part time employee;

- 36.13 A month is calculated as a full month when an employee is hired between the first and the fifteenth day of a month. Also a month is calculated as a full month when an employee stops working between the sixteenth and the last day of a month. When the employee's family situation changes in the course of a year and such change occurs between the first and the fifteenth day of a month the modification will effect the entire month.
- 36.14 A single employee starting to work during the course of the calendar year, will earn his ALT entitlement on the basis of 1/12 of 3 trips per month worked.
- 36.15 An employee with dependants starting to work during the course of the calendar year will earn his ALT entitlement on the basis of 1/12 of the number of trips he and his dependants are entitled to (up to a maximum of 8) per month worked;
- 36.16 An employee changing status including adoption during the calendar year, will earn the ALT entitlement on a monthly basis from the day of adoption or the day his status changes on the basis of 1/12 of 3, 6 or 8 (as the case may be) trips per month worked, up to a maximum of 8 ALT per year for the employee and his dependants.
- 36.17 A request for an ALT must be done on a Reservation Request Form (RRF).
- 36.18 The RRF must be approved by the immediate supervisor of the employee before KRG purchases the airline ticket; a trip for justified reasons must be identified as such on the RRF before approval from the Department director.
- 36.19 An ALT is awarded to an employee and his/her dependant(s) when it has been earned or will be earned within the following 3 months (and prior to the end of the year);
- 36.20 Unless otherwise specifically provided, each time a ticket is purchased from an airline by the KRG as an ALT or reimbursed to the employee by the KRG, it will be considered as one round trip and the cost of such ticket be deducted from the maximum ALT value of entitlement. For computation purposes, a one-way ticket is to be considered as half a trip.
- 36.21 During a year, an employee can at any time refund one of his ALT in order to charge the employer another ALT for the same year.
- 36.22 An ALT initiated on December 15 (departure) and ending on January of the next year (return) is deducted from the ALT entitlement of the year where it was initiated.
- 36.23 An ALT purchased in a year for usage in the following year will be considered in the ALT maximum value of the entitlement of the year in which the trip is taken.

36.24 Subject to clause **21.11** an employee taking at least **4** working days of annual leave while travelling on a business for KRG must reimburse 50% of the value of the airfare cost of the business trip up to a limit of 50% of round trip to point of origin.

The employee may :

- a) Reimburse the employer in cash upon return from his trip;
- b) Deduct his/her ALT maximum annual value of the entitlement of 50% an ALT, if such trip has been earned.

36.25 Subject to clause **21.11** at the request of his supervisor, an employee working 4 days while on annual leave, must be compensated 50% of the value of the airfare cost of the ALT.

The employer will then credit the ALT maximum annual entitlement value of the employee for 50% of an ALT, providing it does not exceed the employee's ALT maximum annual entitlement value.

36.26 An employee can use his ALT entitlement in order to travel from his point of assignment to a destination other than his point of origin but never further than his point of origin providing that:

- a) The said destination is within Nunavik or Iqualuit;
- b) The employee uses a Nunavik owned air carrier;
- c) In the case of a charter, at least 50% of the passengers are composed of the employee and his/her dependant(s) and providing that there are at least four (4) passengers on that same charter;
- d) The cost of the return charter does not exceed the value of one ALT for the employee. If it does the employee has the option of paying the balance or charging additional annual leave trips, when they are available.

36.27 The flight from the place of assignment to bring the employee and his/her dependant(s) to a destination other than the point of origin, and the return of the airplane to the place of assignment shall be considered as a one-way trip.

36.28 The Employer will issue a travel warrant for an amount equivalent to the value of one ALT. If the charter trip cost exceeds the value of one ALT, the employer will issue a travel warrant for an amount equivalent to the value of one ALT for the employee and one or more of the employee's dependants travelling on the charter plane.

- 36.29 a) The Employee who wish to travel by charter is responsible for the booking of said charter with the airline and must provide a copy of the quotation from the airline and the list of passengers travelling with him on the airplane along with his reservation request form (RRF).

Following the trip the employee will provide a copy of the manifest issued by the carrier.

- b) When the employee and his dependants account for less than 50% of the passengers] the KRG will refund based on the number of employees and dependants names appearing on the charter manifest.

- 36.30 a) In compliance with paragraph 36.05 f), when establishing the ALT maximum outings and annual value of the entitlement for the employee and his/her dependants at the beginning of a year, the KRG will consider any ALT entitlement granted to the employee's spouse or dependants by the spouse's or dependants' Employer.

- b) This consideration reduces the maximum of 8, 6 or 3 trips that the employee is entitled to for himself and his dependant(s). Any allocation by the spouse's and/or dependants' employer in the form of dollars will be converted in trips.

36.31 As stipulated under paragraph 36.05 a) an employee may not:

- a) Under any circumstances transfer any unused portion of his/her ALT entitlement from one calendar year to the following one;
- b) Cash any unused ALT entitlement or portion of an ALT.
- c) When in a given year an employee or any of his dependants has used his earned ALT entitlement so that before the end of that year there is left at least half (0.5) of an ALT, then by exception] the Employer will consider that the residual fraction is equivalent to one (1.0) ALT and that the employee may benefit from that trip that year providing that the ALT maximum annual value of the entitlement and the number of outings for that given year are not exceeded.

36.32 The employer will reimburse the employee upon presentation of the following supporting documents:

- a). An expense Claim Form duly approved by the immediate supervisor or the Department Director, as the case may be.
- b) The Reservation Request Form duly approved by the immediate supervisor or the Department Director as the case may be;

c) A copy of the ticket or a proof that the trip was paid the employee;

d) A proof that the trip was completed.

36.33 Any unused ALT airline ticket which has been deducted from the Employee's ALT maximum annual value of the entitlement should be returned to the Travel services.

36.34 Travel services will return the ticket to the Travel agency or the concerned airline requesting a refund and will inform the Finance Department accordingly.

36.35 Only after the expiration of 30 days following the date on which the Travel services has received all the necessary documentation as per 36.34, will an employee's ALT maximum annual value of his entitlement be credited for said trip. If there is a penalty fee, such fees will be deducted from the employee's ALT maximum annual value of his entitlement.

36.36 At no time the employer will pay or reimburse expenses other than the cost of the airfare and the Airport Improvement Fee (AIF) when applicable.

36.37 **Food Allowance**

a) The employee residing North of the 55th parallel receives, on a pro rata basis of his expected service during the reference year starting January 1st to December 31st, a yearly food allowance, in dollars, based on the following weights:

■ 727 kilograms for the employee without dependants;

■ 1091 kilograms for the employee and his spouse, or the employee and his first dependent; and

■ 200 kilograms for each child other than a child considered as the first dependent.

b) The value of this allowance is established by using the average of all postal rates for food mail and the average of all public airline cargo rates. Each of these average rates will be used to account for fifty percent (50%) of the allocated weight.

c) The only obligation of the Employer in regards to this clause is to include on each regular pay of an employee the equivalent value of the food allowance on a pro rata basis.

36.38 Transportation of Mortal Remains

When the employee, his spouse or dependent dies, the cost of returning the mortal remains to the employee's point of origin is paid by the Employer.

Article 37 Public liability

37.01 The Employer shall undertake to defend the employee whose responsibility might be at issue because of actions committed in the performance of his duties. The Employer agrees to provide indemnity to the employee found responsible for loss or damages caused by his actions, other than those involving serious fault or gross negligence, in the performance of his duties as employee, but only for the amount for which he is not otherwise insured as long as:

- a) the employee has promptly given the Employer a written account of the events surrounding the fault he is deemed to have committed;
- b) he has not admitted his responsibility for the incident; and
- c) he surrenders his rights to action against third parties to his Employer for the amount up to which he is covered for loss and damages and signs all the documents required by the Employer for this purpose.

37.02 The employee shall have the right to retain the services of an attorney, at his own expense, and to have him assist the attorney chosen by the Employer.

37.03 When the Employer's public liability is admitted or established by a court of law, the Employer shall indemnify the employee for the total or partial loss, theft or destruction of his personal belongings which are normally used in the performance of his duties as employee and at the request of the Employer except in the case of serious fault or gross negligence by the employee. If the employee has insurance policies which cover the total or partial loss, theft or destruction of his belongings, the Employer shall only pay the employee the excess of the actual loss incurred after the compensation is paid by the employee's insurer.

Article 38 Amendments to the collective agreement

38.01 In the event that the parties mutually agree to amend any of the provisions of the present agreement, such amendments will be incorporated into a letter of agreement and will be filed in accordance with Article 72 of the Labour Code.

Article 39 Appendices and letters of agreement

39.01 All appendices and all letters of agreement form an integral part of this collective agreement.

Article 40 Duration of the contract

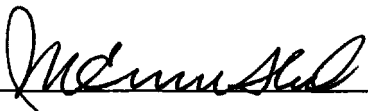
40.01 This collective agreement will come into effect on January 1st, 2003 and will remain in effect until December 31, 2006.

Notwithstanding clause 40.01, the present agreement remains in effect until the signing of a new collective agreement.

In **WITNESS THEREOF**, the parties have signed in Kuujjuaq, Province of Quebec, on this 24 day of April 2006.

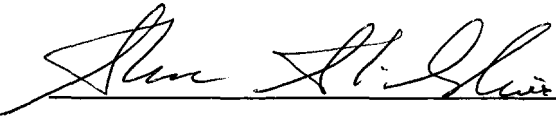
Kativik Regional Government

Kativik Regional Government
Employee's Transport Union (CSN)









Appendix “A”

Insert here the accreditation for Transport as accepted by the Canada Industrial Relations Board, Chairperson : J. Paul Lordon, April 10, 2003. File # 23395-c, document #173189, Order 8467-U



Canada Industrial Relations Board • Conseil canadien de relations industrielles

Order No.: 8467-U

IN THE MATTER OF THE

Canada Labour Code

- and -

Kativik Regional Government Employees' Union - CSN,

certified bargaining agent,
(applicant),

- and -

Kativik Regional Government,
Kuujuaq, Quebec,

employer.

WHEREAS the Canada Industrial Relations Board has received an application for certification from the applicant union as bargaining agent for a unit of employees of Kativik Regional Government, pursuant to Section 24 of the Canada Labour Code (Part I - Industrial Relations);

AND WHEREAS, following investigation of the application and consideration of the submissions of the parties concerned, the Board has found the applicant to be a trade union within the meaning of the Code and has determined the unit described hereunder to be appropriate for collective bargaining and is satisfied that a majority of the employees of the employer in the unit wish to have the applicant trade union represent them as their bargaining agent.

NOW, THEREFORE, it is ordered by the Canada Industrial Relations Board that Kativik Regional Government Employees' Union - CSN be, and it is hereby certified to be, the bargaining agent for a unit comprising:

Canada

-2-

Order No.: 5467-U

"all employees assigned to the operations of all Airports under the responsibility of Kativik Regional Government, excluding the Airport Operation Coordinator, the Assistant Director Trainee and the Transport Director".

ISSUED at Ottawa this 10th day of April 2003, by the Canada Industrial Relations Board.



J. Paul Lordon, Q.C.
Chairperson

Reference: File No. 23395-C



Appendix "B"

Employees' List, including Category of Employment, Class and Level Applicable

Name	Starting date	Job title	Family status	Location	Classification
Ainalik Adamie Ainalik	26-May-03	Observer/Communicator	family	Ivujivik	E 5-3
Lucassie Alasuak	1-Oct-04	Airport Maintainer	family	Ivujivik	E 6-6
Stanley	30-Sep-93	Airport Maintainer	family	Puvirnituk	E 6-10
Alayco Johnny Amittu	1-Apr-91	Observer/Communicator	single	Akulivik	E 5-7
Alasuak Angnatuk	18-Aug-93	Airport Maintainer/Obs.- Comm.	family	Puvirnituk	E 6-10
Jimmy	4-Apr-05	Observer/Communicator	family	Kangiqualujjuaq	E 5-5
Angnatuk Kitty Angutinguak	31-Oct-05	Janitor	family	Kuujjuaq	E 1-5
Willie Annahatak	1-Oct-04	Airport Maintainer	family	Aupaluk	E 6-6
Jimmy	1-Oct-04	Airport Maintainer	single	Kangirsuk	E 6-10
Berthe Betsy Berthe	1-Apr-99	Administrative Assistant	family	Kuujjuaq	E 7-9
Matthew Breton	4-Apr-05	Observer/Communicator	family	Tasiujaq	E 5-5
Jacques	19-Dec-89	Airport Maintainer	family	Kuujjuaq	E 6-10
Cain Sarah	27-Oct-92	Observer/Communicator	family	Tasiujaq	E 5-7
Carrier Alain	17-Oct-94	Observer/Communicator	family	Kangirsuk	E 5-7
Chevrier Jean Cookie	17-Oct-89	Observer/Communicator	family	Kangiqualujjuaq	E 5-7
Andrew	27-Mar-85	Airport Maintainer Airport Maintainer Team	single	Kuujjuarapik	E 6-10
Dion Michel Emataluk	31-Mar-99	Leader	family	Kuujjuaq	E 7-10
Jimmy Emudluk	18-Oct-04	Airport Maintainer	family	Akulivik	E 6-4
Conlucy	1-Oct-04	Airport Maintainer	single	Kangiqualujjuaq	E 6-10
Gordon Jobie	6-Oct-03	Airport Maintainer	single	Kuujjuaq	E 6-10
Ilisituk Moses	9-Aug-90	Observer/Communicator	single	Salluit	E 5-7
Iqaluk Tevie Keelan	17-Mar-03	Observer/Communicator	family	Inukjuak	E 5-7
Michael Koneak	15-Aug-89	Observer/Communicator	family	Kangiqualujjuaq	E 5-7
Edward	10-Dec-90	Electrician	family	Kuujjuaq	E 7-10
Koperqualuk	1-Oct-04	Airport Maintainer	single	Salluit	E 6-10

Arnaituk					
Koperqualuk					
Lucassie	1-Oct-92	Airport Maintainer	family	Puvirnituk	E 6-10
Kudluk Peter	5-Aug-99	Airport Maintainer	single	Tasiujaq	E 6-10
Kulula Daniel	15-Jul-04	Observer/Communicator	single	Aupaluk	E 5-3
Mark Uqittuq	3-Sep-85	Observer/Communicator	family	Ivujivik	E 5-7
Nalatik					
Simeonie	1-Oct-04	Airport Maintainer	family	Umiujaq	E 6-6
Napaaluk					
Jusipie	1-Oct-04	Airport Maintainer	family	Kangiqsujjuaq	E 6-10
Napartuk					
Paulossie	11-Aug-92	Observer/Communicator	family	Puvirnituk	E 5-7
Ningiurk					
Charlie	17-Jun-99	Observer/Communicator	family	Inukjuak	E 5-7
Ningiuruvik					
Noah	8-Apr-96	Observer/Communicator	family	Quaqtaq	E 5-7
Ningiuruvik					
Robbie	8-Sep-96	Observer/Communicator	single	Quaqtaq	E 5-7
Onraet Marc	3-May-04	Mechanic		South	E 7-10
Oweetaluktuk					
Simonie	28-Oct-04	Airport Maintainer	family	Inukjuak	E 6-9
Papigatuk					
Yuliusie	4-Apr-05	Observer/Communicator	family	Salluit	E 5-5
Parent Gilles	31-Oct-05	Mechanic		South	E 7-10
Pilurttut					
Tumassie	1-Jan-90	Observer/Communicator	family	Kangiqsujjuaq	E 5-7
Pilurttut					
Uviluq	17-Oct-89	Observer/Communicator	single	Kangiqsujjuaq	E 5-7
Putayuk					
Charlie	1-Oct-04	Airport Maintainer	family	Quaqtaq	E 6-10
Qinuajuak					
Tania	5-Jun-99	Observer/Communicator	family	Akulivik	E 5-7
Quara William	30-Mar-93	Observer/Communicator	family	Puvirnituk	E 5-7
St. Gelais					
Steve	10-Oct-00	Mechanic	family	Kuujjuaq	E 8-9
Tukalak Sr.					
Sammy	19-Oct-92	Observer/Communicator	family	Umiujaq	E 5-7
Tukkiapik					
Zack	25-Mar-02	Observer/Communicator	family	Kangirsuk	E 5-4
Tumic Ernest	13-Mar-97	Observer/Communicator	family	Umiujaq	E 5-7
Warren Shawn	20-Jun-05	Mechanic		South	E 7-10
Weetaltuk					
Johnny	6-Jan-03	Airport Maintainer	single	Kuujjuarapik	E 6-10
Yeates Mark	15-Oct-03	Airport Maintainer	single	Kuujjuaq	E 6-10

Appendix “C”

Classification for unionized Jobtitles KATIVIK REGIONAL GOVERNMENT

1. The scale for O/C's, are situated in Classification E-5 and the range goes from E-5-1 to E-5-7
2. The scale for Airport Maintainers, are situated in Classification E-6 and the range goes from E-6-1 to E-6-10
3. The scale for Mechanics, Electricians and Airport Maintainer Team Leader, are situated in Classification E-7 and the range goes from E-7-1 to E-7-10

Classification	Job titles	Points
Class 1 (155 to 175)	Janitor	155
	Receptionist	166
Class 2 (176 to 196)	Program clerk	195
Class 3 (197 to 217)	Client relation officer	213
	Fishery guardian	214
Class 4 (218 to 238)	Accounting clerk	224
	Department clerk	224
	Junior liaison officer	226
	Junior accountant	236
	Executive / administration secretary	237
Class 5 (239 to 259)	Junior program officer	239
	Police administration technician	243
	Administration technician	252
	Local employment officer	254
	HSP regional agent	254
	Observer / communicator	254
	Socio-economic agent	256
	Assistant childcare counsellor	257

Class 6 (260to 280)	Website specialist L.E.O. / socio-economic agent Regional recreation advisor Senior travel clerk Maintenance Buyer Senior accounting clerk Environmental technician Airport maintenance	261 268 270 272 274 274 277 278 280
Classification	Job titles	Points
Class 7 (281 to 301)	Raglan project employmen officer Equipment services technician Website specialist supervisor Information officer Socio-economic agent (tear eader junior) Translator Electrician Community reintegration officer Mechanic Statistician	282 284 285 285 291 296 297 300 300 301
Class 8 (302to 322)	Financial project analyst Regional childcare counsellor Emergency measures & fire prevention technician Economic development officer Senior program officer Information technology specialist Socio-economic agent (team eader senior) General accountant	305 305 307 311 320 320 320 321 322
Class 9 (323to 343)	Childcare financial & administrative advisor Land use planner Municipal, financial and administrative advisor Senior liaison officer	326 335 335 340
Class 10 (344 to 364)	Legal advisor Engineer	346 356

Appendix D

Jan-03 Jan-04 Jan-05

class 1

1	18,759	19,167	20,020
2	20,464	20,910	21,840
3	22,170	22,652	23,660
4	23,875	24,395	25,480
5	25,597	26,154	27,318

class 2

1	19,884	20,317	21,221
2	22,118	22,599	23,605
3	24,353	24,883	25,990
4	26,570	27,148	28,356
5	28,787	29,413	30,722

class 3

1	21,078	21,537	22,495
2	22,903	23,402	24,443
3	24,728	25,266	26,390
4	26,552	27,130	28,337
5	28,377	28,995	30,285
6	30,202	30,859	32,232
7	31,992	32,689	34,143

class 4

1	22,340	22,826	23,842
2	24,472	25,004	26,117
3	26,604	27,183	28,392
4	28,735	29,361	30,667
5	30,884	31,556	32,960
6	33,032	33,751	35,253
7	35,182	35,947	37,547

Class 5	Jan-03	Jan-04	Jan-05
1	23,688	24,203	25,280
2	26,143	26,712	27,901
3	28,598	29,221	30,521
4	31,054	31,730	33,142
5	33,510	34,239	35,763
6	35,949	36,732	38,366
7	38,387	39,223	40,968

class 6

1	25,102	25,649	26,790
2	26,928	27,514	28,738
3	28,752	29,378	30,685
4	30,577	31,243	32,633
5	32,402	33,107	34,580
6	34,226	34,971	36,527
7	36,051	36,836	38,475
8	37,876	38,700	40,422
9	39,701	40,565	42,370
10	41,577	42,482	44,372

class 7

1	26,604	27,183	28,392
2	28,616	29,239	30,540
3	30,628	31,295	32,687
4	32,641	33,351	34,835
5	34,652	35,407	36,982
6	36,665	37,463	39,130
7	38,695	39,537	41,296
8	40,724	41,611	43,462
9	42,753	43,683	45,627
10	44,782	45,757	47,793

class 8

1	28,207	28,821	30,103
2	30,389	31,050	32,432
3	32,572	33,281	34,762
4	34,772	35,529	37,110
5	36,972	37,777	39,458
6	39,172	40,024	41,805
7	41,372	42,272	44,153
8	43,572	44,520	46,501
9	45,772	46,768	48,849
10	47,972	49,016	51,197

class 9

1	29,895	30,546	31,905
2	32,248	32,950	34,416
3	34,602	35,355	36,928
4	36,955	37,759	39,439
5	39,325	40,181	41,969
6	41,696	42,603	44,499
7	44,067	45,026	47,029
8	46,437	47,448	49,559
9	48,807	49,869	52,088
10	51,177	52,291	54,618

class 10

1	31,686	32,375	33,816
2	34,192	34,936	36,491
3	36,699	37,498	39,166
4	39,223	40,077	41,860
5	41,747	42,656	44,554
6	44,271	45,234	47,247
7	46,795	47,814	49,941
8	49,318	50,392	52,634
9	51,843	52,971	55,328
10	54,367	55,550	58,022

Appendix "E"

Seniority List Insert the names

"10.05 Seniority List

Within sixty (60) days from the date of signing of the present collective agreement or its renewal, the Employer will post for thirty (30) days a seniority list of its permanent employees. Every six (6) months the Employer updates said list and post it accordingly to article 10.05 A.

Name	Starting date	Job title	Job status	Seniority
Ainalik Adamie	26-May-03	Observer/Communicator	Full time	
Ainalik Lucassie	1-Oct-04	Airport Maintainer	Part time	
Alasuak Stanley	30-Sep-93	Airport Maintainer	Part time	
Alayco Johnny	1-Apr-91	Observer/Communicator	Full time	
		Airport Maintainer/ Obs.-		
Amittu Alasuak	18-Aug-93	Comm.	Full time	
Angnatuk Jimmy	4-Apr-05	Observer/Communicator	Full time	
Angnatuk Kitty	31-Oct-05	Janitor	Full time	
Angutinguak Willie	1-Oct-04	Airport Maintainer	Part time	
Annahatak Jimmy	1-Oct-04	Airport Maintainer	Part time	
Berthe Betsy	1-Apr-99	Administrative Assistant	Full time	
Berthe Matthew	4-Apr-05	Observer/Communicator	Full time	
Breton Jacques	19-Dec-89	Airport Maintainer	Full time	
Cain Sarah	27-Oct-92	Observer/Communicator	Full time	
Carrier Alain	17-Ott-94	Observer/Communicator	Full time	
Chevrier Jean	17-Ott-89	Observer/Communicator	Full time	
Cookie Andrew	27-Mar-85	Airport Maintainer	Full time	
		Airport Maintainer Team		
Dion Michel	31-Mar-99	Leader	Full time	
Emataluk Jimmy	18-Oct-04	Airport Maintainer	Part time	
Emudluk Conlucy	1-Oct-04	Airport Maintainer	Part time	
Gordon Jobie	6-Ott-03	Airport Maintainer	Full time	
Ilisituk Moses	9-Aug-90	Observer/Communicator	Full time	
Iqaluk Tevie	17-Mar-03	Observer/Communicator	Full time	
Keelan Michael	15-Aug-89	Observer/Communicator	Full time	
Koneak Edward	10-Dec-90	Electrician	Full time	
Koperqualuk Arnaituk	1-Oct-04	Airport Maintainer	Part time	
Koperqualuk Lucassie	1-Oct-92	Airport Maintainer	Full time	
Kudluk Peter	5-Aug-99	Airport Maintainer	Part time	
Kulula Daniel	15-Jul-04	Observer/Communicator	Full time	

Mark Uqittuq	3-Sep-85	Observer/Communicator	Full time
Nalatik Simeonie	1-Oct-04	Airport Maintainer	Part time
Napaaluk Jusipie	1-Oct-04	Airport Maintainer	Part time
Napartuk Paulossie	11-Aug-92	Observer/Communicator	Full time
Ningiurk Charlie	17-Jun-99	Observer/Communicator	Full time
Ningiuruvik Noah	8-Apr-96	Observer/Communicator	Full time
Ningiuruvik Robbie	8-Sep-96	Observer/Communicator	Full time
Onraet Marc	3-May-04	Mechanic	Full time
Oweetaluktuk Simonie	28-Ott-04	Airport Maintainer	Part time
Papigatuk Yuliusie	4-Apr-05	Observer/Communicator	Full time
Parent Gilles	31-Oct-05	Mechanic	Full time
Pilurtuut Tumassie	1-Jan-90	Observer/Communicator	Full time
Pilurtuut Uviluq	17-Oct-89	Observer/Communicator	Full time
Putayuk Charlie	1-Oct-04	Airport Maintainer	Part time
Qinuajuak Tania	5-Jun-99	Observer/Communicator	Full time
Quara William	30-Mar-93	Observer/Communicator	Full time
St. Gelais Steve	10-Oct-00	Mechanic	Full time
Tukalak Sr. Sammy	19-Oct-92	Observer/Communicator	Full time
Tukkiapik Zack	25-Mar-02	Observer/Communicator	Full time
Tumic Ernest	13-Mar-97	Observer/Communicator	Full time
Warren Shawn	20-Jun-05	Mechanic	Full time
Weetaltuk Johnny	6-Jan-03	Airport Maintainer	Full time
Yeates Mark	15-Oct-03	Airport Maintainer	Part time/ Temporary

Appendix “F”

Deferred Salary Leave Plan - Contract [Related to Article 23.04 f) of the Collective Agreement]

Article 2 Duration of contract

This contract shall come into force on, _____ and shall expire on , _____

Article 2 - Duration of Leave with Deferred Salary

The duration of the leave shall be of () continuous months, starting on _____ ending on _____

Article 3 Salary

During each of the years referred to in this contract, the employee shall receive _____ of the salary he would have received by virtue of the applicable collective agreement. The value of the Cost of living differential allowance and the Food allowance to which the employee is eligible as per the collective agreement is included in the salary.

Article 4 Benefits

- a) During each of the years of the present contract the employee shall benefit, insofar as he is normally entitled to it, to the following:
- Group insurance plan (including life insurance coverage, short and long term disability), provided he would be normally covered and that he pays his share;
 - Health insurance plan, provided he would be normally covered and that he pays his share;
 - Sick-leave days according to article 30.01 redeemed, where applicable, according to the percentage of the salary to which he is entitled under article 3 herein;
 - Accumulation of seniority.
- b) During the leave with deferred salary, the employee shall not be entitled to any of the advantages, in money or otherwise, provided for in the collective agreement except those that are indicated at paragraph 23.04 i) of the collective agreement. During his leave, the employee, who must pay the entire premiums for the Group insurance Plan, must notify the Insurer of any disability period.

- c) i) For the purpose of calculating vacation credits, each of the years of the contract shall constitute continuous service. For each year of the contract during which the employee is at work, vacation shall be remunerated at the percentage of salary provided for in Article 23.04 H.
 - ii) The employee cannot accumulate vacation leave while on deferred salary leave, but can ask for up to 10 days accumulated vacation credit to be deferred until he returns to work at the end of his deferred leave.
 - iii) The vacation to which the employee is entitled after the contract has expired shall be remunerated at the salary rate applicable by virtue of the collective agreement.
- d)) Each of the years referred to in the present contract shall count as a period of service for the purpose of any Pension plan [excluding RRSP or a collective RRSP, where separate rules apply], should there be one in force during the period of this contract.

Article 5 - Retirement, withdrawal or Resignation of the Employee

In the event of the retirement, authorized withdrawal as per the collective agreement, or resignation of the employee, the present contract shall expire on the date of the retirement, withdrawal or resignation under the condition described hereinafter:

- The Employer shall reimburse the employee, for the term of implementation of the contract, an amount equal to the difference between the salary to which he would have been entitled under the applicable agreement had he not signed said contract and the salary received by virtue of the present contract and this, without interest.

Article 6 - Dismissal of the employee

In the event of the dismissal of the employee or the cancellation of the employee's engagement following a breach of contract, the present contract shall expire on the effective date of the dismissal or cancellation of engagement. The conditions provided for in article 5 shall then apply.

Article 7 - Leave without pay

During the term of this contract, the employee shall not be entitled to any leave without pay except that provided for by article 29.01 of the collective agreement, and subject to its conditions. The leave for traditional activity shall not apply for the time of the leave.

Article 8 - Death of the employee

In the event of the employee's death during the term of the present contract, the contract shall expire on the date of the employee's death and the conditions provided in article 5 shall then apply in favour of the estate of the deceased employee.

Article 9 - Disability

a) Disability develops during the leave with deferred salary:

- The employee must notify the insurer of such disability.
- The leave with deferred salary cannot be interrupted. However, the employee shall be entitled, during his leave to the salary according to the percentage determined in the contract. Should the employee still be disabled at the end of the leave, he shall be entitled to the weekly indemnity benefit, in accordance and compliance with the group insurance policy.

b) Disability develops before the leave is taken and still exists at the time the leave is to take place.

■ In this case, the employee concerned shall choose:

1. to continue to participate in the contract and defer the leave until such time as he is no longer disabled and providing that the conditions set in paragraphs 23.04 a) and 23.04 b) are met at that time. The employee shall then receive his salary insurance benefit, in accordance with the Insurance Policy Plan, based on the salary determined in the contract.

In the event that the disability still exists during the whole last year of the contract, the said contract may then be interrupted as of the beginning of the last year until the end of the disability. During this period of interruption, and if the Group Insurance Plan so allows, the employee shall be entitled to the weekly indemnity benefit based on his regular salary; the choice of this option may have an influence on the level(s) of benefits to receive from the insurer, the whole in compliance with the Group insurance Plan. However and providing that the conditions set in paragraphs 23.04 a) and 23.04 b) are met at the time of taking of the leave, said leave with deferred salary cannot extend beyond a maximum of one (1) year after the date of the end of the contract;

OR,

2. to terminate the contract. The conditions prescribed in article 5 shall then apply. From then, the weekly indemnity benefit shall be based on his regular salary; the choice of this option may have an influence on the levels of

benefits to receive from the insurer, the whole in compliance with the Group insurance policy.

c) **Disability lasts for more than two years.**

At the end of the two-year period, the present contract shall expire and the conditions prescribed in article 5 shall then apply.

d) **Disability by reason of a Work accident or Industrial disease.**

The employee disabled or in re-adaptation program, and receiving CSST indemnity, that resulting from a recognized work accident or industrial disease, is deemed to receive insurance benefits. In that case paragraph C) applies after thirty-six (36) months instead of two years from the beginning of the work accident or industrial disease. That delay cannot go beyond a maximum period of one (1) year after the date of the end of the contract.

Article 10 - Maternity leave and Leave for adoption

a) The maternity leave takes place during the leave with deferred salary

- The leave with deferred salary cannot be interrupted for the maternity leave or the leave for adoption.

b) The maternity leave takes place before and terminates before the leave

- The contract shall be interrupted for the duration of the maternity leave or the leave for adoption and shall be extended accordingly following its termination. During the interruption, the provisions of the collective agreement concerning maternity leaves or leaves for adoption shall apply. However, the contract and the leave with deferred salary cannot extend beyond a maximum of a four year period following the date on which the amounts began to be deferred and always provided that the conditions set in paragraphs 23.04 a) and 23.04 b) are met at the time of taking of the leave.

c) The maternity leave takes place before the leave with deferred salary and is still taking place at the due date for the beginning of the leave.

- In this case, the employee shall choose:
 1. to defer the leave with deferred salary to another year, and always provided that the conditions set in paragraphs 23.04 a) and 23.04 b) are met for that other year. However, the leave with deferred salary cannot extend beyond a maximum of one (1) year after the date of the end of the contract.

2. to terminate this contract and thus receive the salary not paid under article 5.

Article // - Breach of engagement and Applicability

1. When the Deferred salary leave has been taken and where the employee terminates voluntarily his employment without having honoured his obligation to return at work for at least a duration equivalent to that of the taken leave, then in that occurrence the employee shall be responsible for the costs engaged by the Employer to replace the employee.
2. It is agreed that the provisions specified in the articles on the Deferred Salary Leave Plan of the collective agreement between Kativik Regional Government and the Kativik Regional Government Employees Union (CSN) are an integral part of the present contract.

**IN WITNESS THEREOF THE PARTIES HAVE SIGNED IN _____ on
this day of 200__.**

I request that my ALT benefit, during the period of my deferred salary, be pro rated using the same formula as for my salary, see articles 2 and 3 above.

Signed:

Date:

Employee

Employer

c.c. Employee's file
Union
Immediate Supervisor
Group Insurance Company
Human Resources Advisor

Appendix "G"

Individual safety equipment and annual entitlement (article 15.02)

Department	Job Title	Maximum annual allocation
Transport	Mechanics/Electrician/Airport Maintainers / Building Maintainers / Observer/Communicators	650,00 \$

Listing of clothing or equipment:

- One parka
- Pair of pants
- Workgloves
- Winter period overall
- Summer period overall
- Safety boots
- Rubber boots for electricians and housing technicians

Moreover: Safety glasses, safety hat and safety gloves or any other necessary safety equipment are supplied whenever necessary without costs to the employee and are replaced upon return of the worn out ones.

The payment of the entitlement is made during the month of January of a civil year for those employees of the departments and Job titles identified above. Those employees that have been hired less than 12 months from the beginning of the month of January of a given year are entitled the allocation during the month following the effective start of their duties on a pro rata basis for the time left before the next financial year.

The payment is made to the employee in an amount equivalent to the expenses incurred by him for individual safety equipment, and not exceeding the amount allocated for his Job title. The employee must provide the pertinent vouchers.

An employee is not entitled to the allocation during any disability period that has started prior to the month of January of a given year and that lasts until the end of the month of December of the same year. The same rule applies for those employee that, for a given year, would be absent by reason of Maternity leave, Parental leave, Deferred salary leave, Leave without pay, for more than 90% during that year.

LETTER OF AGREEMENT # 1

CONCERNING INTEGRATION INTO NEW PAY SCALES

THE PARTIES AGREE AS FOLLOWS:

For 2003, all employees shall receive a lump sum payment of \$1000.00. It will be calculated base on hours worked.

The new salary scales negotiated for 2004 and 2005 shall be considered effective as of January 1 of each respective year.

Each employee shall be positioned on the new salary scale for 2004 and:

if his salary on the old salary scale was lower, he shall be paid retroactively to January 1, 2004 in accordance with his new salary scale for 2004;

if his salary on the old salary scale is higher than the corresponding level on the his new salary scale for 2004, his salary shall remain fixed at its current level.

4- For employees whose anniversary date follows the signing of the collective agreement:

- a) The employee shall receive the salary for the advanced level on the new salary scale for 2004. In addition, if the increase from the employee's former salary to his new salary is less than 1.5% of the employee's former salary, the employee shall receive a lump sum payment calculated as the difference between the annual amount of the salary increase and the amount of 1.5% of his former salary;

Notwithstanding, if the employee's current salary is higher than the salary for the advanced level on his new scale for 2004, the employee's salary shall remain fixed at its current level and the employee shall receive a lump sum payment for the amount of 1.5% of his current salary.

5- On January 1, 2005, the new salary scale for 2005 shall become effective and:

- a) The salary of each employee shall be increased in accordance with his new salary scale for 2005, respecting his class and level;

Notwithstanding, if the employee's current salary is higher than the salary on his new scale for 2005, the employee's salary shall remain fixed at its current level.

6- In 2005, on their current anniversary date:

Each employee's salary shall increase to the new level on the new salary scale for 2005;

If the increase from the employee's former salary to his new salary is less than 1.5% of the employee's former salary, the employee shall also receive a lump sum payment calculated as the difference between the annual amount of the salary increase and the amount of 1.5% of his former salary;

Notwithstanding, if the employee's current salary is higher than the salary for the new level on his new scale for 2005, the employee's salary shall remain fixed at its current level and the employee shall receive a lump sum payment of 1.5% of his current salary.

7- On January 2006, all employees will receive a minimum raise of two percent (2%) of their actual salary or the same percentage as the KRG's employees (accreditation **AM-I002-4273**, certificate **DQ-1016-7994**), if higher than two percent (2%).

8- In 2006, on their current anniversary date :

a) Each employee's salary shall increase to the new level on his new salary scale for 2006;

b) If the increase from the employee's former salary to his new salary is less than 1.5% of the employee's former salary, the employee shall also receive a lump sum payment calculated as the difference between the annual amount of the salary increase and the amount of 1.5% of his former salary;

c) Notwithstanding, if the employee's current salary is higher than the salary for the new level on his new scale for 2006, the employee's salary shall remain fixed at its current level and the employee shall receive a lump sum payment of 1.5% of his current salary.

Each year of the agreement, every employee at the top of his/her salary scale shall receive a 1% lump sum payment on his/her anniversary. This shall not apply to anyone who receives a scale increase or a lump sum payment of one and a half percent (1.5 %) because he/she is paid above salary scale.

LETTER OF AGREEMENT # 2
CONCERNING A GASOLINE ALLOWANCE

THE PARTIES AGREE AS FOLLOWS:

At any time during a year, an employee may decide and must inform his immediate supervisor that he intends to convert the value of 1 annual leave trip, either for himself or one of his dependents, from the point of origin to the point of assignment and return, into a gasoline allowance.

To receive this allowance, the employee shall submit an expense claim, accompanied by his gasoline receipts, to his immediate supervisor for approval. The supervisor shall submit the expense claim to the Finance Department for payment.

To be eligible for the allowance, the gasoline may be purchased at any time during the year. The allowance shall however only be paid 4 times a year. The dates for payment of the allowance will be set by the Finance Department and shall be no more than 4, nor less than 2 months apart. The first payment of the allowance each year shall be completed in time to allow any information concerning gasoline purchased since the last payment in the previous year to be included on T4 statements for the previous year. The last payment each year shall be completed no earlier than November 15. The Finance Department shall set reasonable deadlines for receiving expense claims for the gasoline allowance and it shall ensure that the allowance is paid within 10 working days.

To be an eligible expense:

The gasoline shall be purchased in a Northern village;
All supporting credit card, charge account or cash receipts (signed by a representative of the business) shall bear the name of the employee or one of his dependents.

5- The total annual gasoline allowance payable shall be deducted from the employee's annual leave trip entitlement. The gasoline allowance shall be considered taxable income and shall not be eligible for any tax credit or deduction.

LETTER OF AGREEMENT # 3
CONCERNING UNION ACTIVITIES

THE PARTIES AGREE AS FOLLOWS:

Union Officers may conduct union activities for a maximum of 60 hours a month for both accreditations (KRG and Transport). This time is allocated without loss of salary and is considered as worked hours. This time is taken whenever the normal activities will be the least disrupted. No more than 40 hours (for both accreditations) could be reported to the subsequent month.

- a) The Employer recognises Union officers and their substitutes. The Union will decide on the distribution of these officers.
- b) The Union informs the Employer in writing, of the names of the officers and their substitutes. Thereafter, any change to the said list is sent the same way.
- c) Unless otherwise specifically provided for, no Union officer leaves his assigned place of work without having made the necessary arrangements with his supervisor so that this leave does not affect the general needs of his department. Such consent cannot be withheld without a valid reason.
- d) It is understood that each party may request that an external advisor or representative of its choice be present with the regular representatives at meetings between the parties. The agenda and the names of the participants will be given at least forty-eight (48) hours before the meeting.
- e) Any Union member can be accompanied at his will (physically or on the phone) by a Union officer to a meeting with, or when summoned by, an Employer representative for any matter relating to the interpretation or application of the collective agreement.
- f) The Employer agrees that the Union may use the internal mail service as well as the internal e-mail and Internet service for mailing its news bulletins and notices to the members. Such bulletins must be clearly identified as coming from the Union and shall not be directed against the Employer or any of its representatives, nor will contain personal information related to any individual. When postage costs are to be considered, Union will support those. The Union agrees to respect the Employer's network policy.
- g) Any Union officer affected by the present article cannot be inconvenienced or suffer any prejudice for his legitimate activities.

- h) For any employee concerned, any meeting convoked by and with representatives of the Employer does not incur any loss of pay.

The Employer shall provide reasonable bulletin board space in each work location, in areas agreed upon by the parties, clearly identified for exclusive Union use for the posting of notices. Such notices must be clearly identified as coming from the Union and shall not be directed against the Employer or any of its representatives, nor will contain personal information related to any individual.

- 2. a) The Union provides the Human Resource office with information concerning leave for Union activities, and this, in principle, at least five (5) working days prior to the absence.

The Labour Relations Committee and the Health and Safety Committee in this agreement, shall be common to both accreditations (KRG and Transport sections).

LETTER OF AGREEMENT #4

CONCERNING STAND BY FOR OBSEVER/COMMUNICATORS in POVUNGNITUK

Observer/Communicators (O/C) in Povungnituk are on ninety-eight (98) hours* stand by per week for which they are paid a flat rate of ten (10) hours pay. If at any time they are not available, such time is deducted from the 98 hours and they are paid pro-rata

If an O/C is called back to work pursuant to section 21.07, the stand by duty time for which he is entitled to be paid includes any time he is entitled to be paid for call-back work.

An O/C is not paid for stand by for the hours he declares himself sick, but as soon as he gets better and he agrees with his supervisor on the moment he can go back on stand by again, he is paid on weekly 98hrs/10hrs} pro rata basis for the hours done on stand by.

Fourteen (14) hours per day/seven (7) days per week

LETTER OF AGREEMENT #5

CONCERNING MAINTAINER/OBSERVER COMMUNICATOR POSITION IN POVUNGNITUK

The Maintainer/Observer Communicator (M/OC) is classified as an airport maintainer and paid as such.

His position is evaluated according to articles 33.18 to 33.29 inclusively
When the M/OC works as a runway maintainer, he is governed by all provisions of the collective agreement which apply to the runway maintainers.

When the M/OC works as an Observer/Communicator, the following applies:

If working for a period of less than seven (7) days per week :

Overtime (time and a half) is paid as follows :

2004: after 7,5 hours worked per day

2005: after seven (7) hours worked per day

Every worked Sunday and every worked Saturday

Statutory holidays are compensated as following :

Regular pay for the holiday or time off later, plus all hours worked at time and a half

If working seven (7) days per week :

His schedule is as follows :

Ten (10) hours per day

On rotation : one (1) week, seven (7) days, ten (10) hours a day on duty; one (1) week, seven (7) days off duty

His regular pay is as follows :

2004: paid for seventy-five (75) hours

2005: paid for seventy (70) hours

Overtime (time and a half) is paid as follows :

After ten (10) hours worked each day

iv. Statutory holidays are compensated as follows:

Regular pay for the holiday or time off later, plus all hours worked at time and a half