

COLLECTIVE AGREEMENT

-between-

**COMMUNICATIONS, ENERGY &
PAPERWORKERS UNION
OF CANADA
LOCAL 60**

- and—

CALIAN LTD.

PRINCE ALBERT SATELLITE STATION

July 1, 2005 — June 30, 2008

14032 (01)

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THIS AGREEMENT effective the _____ day of _____, is by and between Calian Ltd. - Prince Albert Satellite Station, Prince Albert, Saskatchewan, (hereinafter referred to as the Company) and the Communications, Energy & Paperworkers Union of Canada, Local 60 (hereinafter referred to as the Union).

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to establish and maintain working conditions, hours of work and wages with respect to employees covered by this Agreement, and to provide for a prompt, orderly and equitable method of settling complaints or grievances which might arise hereunder.

ARTICLE 2 – NO DISCRIMINATION

2.01 In accordance with the provisions of the *Canadian Human Rights Act* and this agreement, the Employer and the Union agree that there shall be no discrimination on the basis of age, sex, marital status, family status, race, ancestry, place of origin, colour, ethnic origin, religion, citizenship, sexual orientation, convictions for which a pardon has been granted, physical or mental disability, political affiliation, or union activity in regard to hiring, promotions, demotions, layoffs, dismissals, rates of pay or other terms or conditions of employment.

2.02 The Union further agrees that there will be no solicitation of members, collection of dues, Union Executive or Membership Meetings, or other Union activities on the premises of the Customer, except as specifically permitted by this Agreement or as specifically authorized in writing by the Employer.

ARTICLE 3 - SCOPE

3.01 This Agreement shall apply to all employees employed by Calian

Technology Ltd. - Prince Albert Satellite Station at Prince Albert,
Saskatchewan, except the Operation Manager.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union recognizes and acknowledges that the management of the Company and the direction of the work force rest exclusively with the Company. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, promote, demote, classify, transfer and retire employees and to discipline or discharge regular employees for just cause and to discipline or discharge any probationary employee for any reason satisfactory to the Company in its sole discretion,
- (c) Make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees provided such rules and regulations do not conflict with the provisions of this collective agreement;
- (d) Determine the nature and kind of business conducted by the Company, equipment to be used, the methods and techniques of work, the content of jobs, the scheduling of jobs, the scheduling of employees including the scheduling of shifts and overtime, the number of employees to be employed, and the hours to be worked by each employee, the extension, limitation, curtailment or cessation of operations or any part thereof including the closing of any facility, or part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Company except as specifically limited by the

express provisions of this agreement;

- 4.02 The employer agrees that it will exercise its functions in a fair manner not inconsistent with the provisions of this agreement and the Union agrees that the express provisions of this agreement constitute the only limitations upon the employers rights.
- 4.03 The parties recognize that the employer must operate in strict compliance with the terms and conditions of their operating contract, including adherence by all employees to the Customers on-site policies and procedures. The parties recognize that failure to do so would put the employer in a breach of contract position and thereby jeopardize the continuity of the contract.
- 4.04 The parties agree that a breach of any of the published on-site policies and procedures may result in a directive by the customer that it no longer requires the services of a particular employee. Where such a dismissal is made the subject of a grievance which proceeds to arbitration, the employer shall only be required to establish that the employee committed the offense. If it is established that the employee committed the offence then the dismissal shall be deemed to be for just cause. If it is not established that the employee committed the offence, the Company shall make all reasonable efforts to seek reinstatement of the employee with the Customer. In the event said efforts are not successful, the employee will not be reinstated, but shall receive their entitlement to the severance provisions of Article 12.06 (b).

ARTICLE 5 - DUES DEDUCTION AND UNION SECURITY

- 5.01 During the lifetime of this Agreement the Employer is hereby authorized and agrees to deduct from each employee's first pay each month uniform

membership dues for the current month, uniform initiation fees and assessments and shall forward such deductions to the Secretary Treasurer of the Union or other properly designated official within fifteen (15) days after the end of the month in which the deduction is made. A list of names and classifications of all employees for and on behalf of whom such deductions have been made will accompany such remittance. Such statement shall include the names of all additions to and deletions from the Bargaining Unit.

- 5.02 It is understood and agreed that the Employers obligation is limited to remitting to the Union the sum or sums from wages actually earned. It is further understood and agreed that Union dues will be deducted provided an employee has been paid a minimum of forty (40) hours in the applicable deduction period.
- 5.03 The Employer will include the total of union dues deducted from an employee's earnings on the T4 slip each year.
- 5.04 It is understood and agreed that the Union will indemnify the Employer and save it harmless from any and all claims which may be made to it by any employee or employees for amounts deducted as provided herein.

ARTICLE 6 – NO STRIKE - NO LOCKOUT

- 6.01 The Union, its agents and each employee agree that there will be no strikes, slowdowns or withholding of services and the Company agrees that there shall be no lockout during the term of this agreement.

ARTICLE 7 - UNION REPRESENTATION

Stewards and Grievances

- 7.01 The Company acknowledges the right of the Union to appoint or otherwise select two (2) union stewards who are members of the bargaining unit. The name of the stewards from time to time selected, shall be given to the Company in writing. The Company shall not be required to recognize a steward until it has been so notified.
- 7.02 Stewards may leave their work station without loss of pay during normal working hours to investigate or adjust grievances or to attend meetings called by management to which the steward is invited by the Company on the following conditions:
- (a) The steward shall obtain the permission of the Operations Manager - or designate before leaving work. Such request shall not be unreasonably denied;
 - (b) The time off shall be devoted to the prompt handling of grievances;
 - (c) The Company reserves the right to limit such time if it deems the time so taken to be excessive. It is understood that the processing of a grievance or the servicing of members shall not interfere with the regular conduct of business;

Negotiations

- 7.03 The Union may appoint/elect a Bargaining Committee not to exceed 3 employees from the bargaining unit for the purpose of negotiating amendments to the collective agreement pursuant to Article 21. The

Committee may also have members from the Union's National Office. The Company shall not be required to recognize the union Bargaining Committee until after notice of desire to bargain has been provided under Article 21.01 and the Union has notified the Company, in writing, of the names of the members of the Committee.

Labour Management Committee

7.04 A Labour Management Committee shall be established consisting of not more than two (2) representatives of the Union and not more than two (2) representatives of the Employer. Meetings shall be held during normal work hours and shall be scheduled as may be mutually agreed upon, but at least once every six (6) months to discuss matters of mutual concern. Meetings may be conducted by teleconference

ARTICLE 8-GRIEVANCE PROCEDURE

8.01 For the purpose of this Agreement, a Grievance is defined as a difference arising either between a member of the bargaining unit and the Employer or between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

8.02 The Grievance shall identify the nature of the Grievance, the remedy sought, and shall specify the provisions of the Collective Agreement which are alleged to have been violated.

8.03 At the time formal discipline is imposed an employee shall have the right to the presence of one of the Union Stewards described in Article 7.01. If an employee is suspended or discharged, the Employer shall notify the Union in writing within five (5) calendar days following the date of suspension or

discharge.

8.04 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no Grievance until the Calian Operations Manager (the Operations Manager) has been given the opportunity to adjust the complaint. If an employee has a complaint, such complaint shall be discussed with the immediate supervisor within five (5) calendar days after the circumstances giving rise to the complaint have originated or occurred. If the Operations Manager is unable to adjust the complaint to mutual satisfaction within five (5) calendar days, the employee may proceed with the Grievance within five (5) calendar days following the decision of the Operations Manager.

8.05 A Grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

Step 1

The employee, with the assistance of a Union Steward, if desired, must submit a written grievance, signed and dated by the employee, to the Operations Manager, who will deliver a written decision within seven (7) calendar days following the day on which the written Grievance was presented. Failing settlement, then:

Step 2

Within five (5) calendar days following the decision in Step 1, the Union must submit the written Grievance to the Company's Contract Manager. Within ten (10) calendar days of receiving a grievance, a meeting shall be held between the Contract Manager or designate, the Company site representative (the Operations? Manager), an official of the Union, the

Grievor and the Steward at which time the Grievance shall be discussed. The decision of the Contract Manager or designate shall be given in writing within seven (7) calendar days following this meeting. The parties agree that these meetings may be held by teleconference or other electronic means.

8.06 Failing settlement under the foregoing procedure, either party may submit the matter to arbitration within thirty (30) calendar days after the decision under Step 2 is given. If no written request for arbitration is received within such thirty (30) calendar day period, the Grievance shall be deemed to have been abandoned.

8.07 Policy Grievance

A Grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated by the Union at Step 2 within seven (7) calendar days following the circumstances giving rise to the Grievance. Failing settlement in accordance with the procedure set out under Step 2, the Grievance may be submitted to arbitration in accordance with Article 8.06. However, it is expressly understood that the provisions of this Article may not be used by the Union to institute a Grievance or complaint directly affecting one or more employees which they could have instituted themselves and the regular Grievance Procedure shall not be thereby by-passed.

8.08 Discharge Grievance

A Grievance involving the discharge of an employee must be reduced to writing and originated under Step 2 within seven (7) calendar days of an employee being notified of their discharge.

8.09 Company Grievance

In the event that the Company has a grievance against the Union, Steps 1 and 2 of the grievance procedure as described in Article 8.05 will apply with appropriate modifications but the complaints process described in Article 8.04 shall not apply. The Step 1 presentation shall be to the Local Union President and the Step 2 presentation shall be to the Union National Representative.

8.10 All agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Union shall be final and binding upon the Employer, the Union and the employee(s) involved.

8.11

(a) It is agreed that the time limits and all of the requirements of the grievance procedure in this Article and in Article 9 – Arbitration are to be considered mandatory. **TIME LIMITS HEREIN SHALL COMMENCE WHEN THE EMPLOYEE OR THE UNION KNEW OR OUGHT TO HAVE KNOWN OF THE CIRCUMSTANCES THAT CAUSES A COMPLAINT.** In the event of failure to act within the time limits or to follow the required procedure of the grievance procedure the grievance shall be deemed to have been abandoned.

(b) **Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be removed after eighteen (18) months have elapsed since the disciplinary action was taken, provided that no further like or similar disciplinary action has been recorded during this period.**

8.12 Written responses, written requests or written decisions under this Article and elsewhere within the Collective Agreement shall be sent by registered mail to:

(a) the employer

- (i) Calian Limited (Ottawa)
Vice President, Human Resources
Calian Limited
Calian Centre
2 Beaverbrook Road
Kanata, Ontario
K2K 1L1**

- (ii) Operations Manager at Prince Albert
P.O. Box 1150, Shellbrook Hys. #3
Prince Albert, Saskatchewan
S6V 5S7**

(b) the Union

- (i) President Local 60
Communications, Energy and Paperworkers
Union of Canada
Box 1144
Prince Albert, Saskatchewan
S6V 5S7**

- (ii) Grievor [Home Address On File]**

- (iii) National Representative for Calian Limited
Communications, Energy and Paperworkers
Union of Canada
2365 13th Avenue
Regina, Saskatchewan
S4P 0V8**

ARTICLE 9 - ARBITRATION

9.01 Both parties to this agreement agree that any grievance concerning the interpretation or claimed violation of this agreement, which has been

properly carried through all of the steps of the grievance procedure outlined in Article 8 above and which has not been settled may be referred to a sole Arbitrator.

9.02 Within seven (7) calendar days of the request by either party for an Arbitrator, the parties shall endeavour to agree upon an arbitrator to hear and determine the grievance. In the event that the parties are unable to agree, then either party may ask the Minister to appoint an arbitrator in accordance with section 57(4) of the *Canada Labour Code*.

9.03 After the arbitrator has been chosen by the foregoing procedure, the arbitrator shall meet and hear the evidence of both parties as soon as possible. The decision of the Arbitrator shall be final and binding on the parties and upon any employee affected by it.

9.04 Costs

The Union and the Company will equally share the costs incurred by the Arbitrator and each party shall be responsible for its own costs.

9.05 Witnesses

Each party shall be responsible for the costs of its witnesses in accordance with the arrangement it has made with its witnesses.

9.06 Power

The Arbitrator shall not have the power to add to, subtract from or modify in any way the terms of this Agreement. The Arbitrator may consider only the particular issue or issues presented to the Arbitrator and the Arbitrator's decision must be based solely on the interpretation of the provisions of this

Agreement.

ARTICLE 10 - SENIORITY

10.01 Probationary Period

A new employee will be considered on probation until after the successful completion of ninety (90) days worked of employment. It is also understood that a further period of probation of thirty (30) days worked may be established at the discretion of the Employer. Where the period of probation is extended by the Employer, the Union will be notified in writing. The Employer may discharge probationary employees at its discretion subject to that discretion being exercised in good faith.

10.02 Seniority will be based on the date of last hire with the Employer. Upon successful completion of the probationary period, the employee shall be placed on the seniority list in accordance with the date of last hire.

10.03 Seniority Lists

- (a) Seniority list shall be revised and posted on bulletin boards every six (6) months, in January and July. Any errors in the posted seniority list shall be brought to the attention of the Union and the Company through the grievance procedure within ten (10) calendar days of the posting of the list. The sole remedy thereof shall consist of a correction to the seniority lists.
- (b) Each six months the Company shall forward to the Union a current copy of the seniority lists published in alphabetical order and in order of seniority by classification.

10.04 Loss of Seniority

An employee shall lose all service and seniority and shall be deemed to have been terminated if the employee:

- (a) resigns;
- (b) is discharged and not reinstated through the grievance and arbitration procedure;
- (c)
 - (i) fails to report for scheduled work assignment without notifying the Employer unless such notification could not reasonably be given;
 - (ii) is absent from two (2) scheduled assignments in any twelve (12) month period without permission from the Employer.
- (d) has been laid off for the lesser of twelve (12) calendar months or the length of the employee's seniority;
- (e) fails to return to work upon an expiration of a leave of absence;
- (f) fails to indicate an intention to return to work within five (5) calendar days after receiving notice of recall and/or fails to report to work within seven (7) calendar days after receiving notice of recall.

Notice of Recall may be by telephone or registered mail. If notice is by registered mail, it shall be deemed to have been received on the second (2nd) day following registration;

- (g) attains the age of sixty-five (65) years, in which case the employee will be deemed to have retired from employment.

10.05 Where the Employer is required to accommodate an employee disability under the *Canadian Human Rights Act*, the Union shall co-operate with the Employer in all such efforts and the Employer, notwithstanding any provisions of this agreement to the contrary, shall be free to transfer and adjust its working forces as it sees fit in order to so accommodate or rehabilitate such an employee.

ARTICLE 11 - PROMOTIONS AND JOB POSTINGS

11.01 Where vacancies in the bargaining unit occur which the Company decides to fill on a permanent basis, such vacancies will be posted at the Company's work site in Prince Albert and in other locations deemed appropriate by the Company in its sole discretion.

11.02 The vacancies described in Article 11.01 will be posted for a period of seven (7) calendar days and employees bidding on job vacancies must make written application to the Operations Manager or designate no later than the seventh day of the posting.

11.03 Postings shall contain the following information: nature of the position, qualifications, required knowledge and education, skills and wage rate. Postings for temporary employment shall also indicate the expected duration of employment.

11.04 Vacancies which will not or are not expected to exceed ninety (90) calendar days and vacancies caused by absence due to illness, accident, or leaves of absence (including maternity leave) regardless of their length need not be posted. Such temporary vacancies may be filled at the discretion of the

Company, but operational requirements permitting, first consideration for such placements will be to the senior, qualified volunteer. Any vacancy which exceeds the above parameters shall be posted.

11.05 The Company shall consider applicants for whom a successful bid would result in a promotion or a transfer to a higher or equal rated classification. In cases of promotion or transfer, the following factors shall be considered:

- a) skill, qualifications, technical knowledge and ability to perform the work required; and
- b) seniority with the Company;

When the matters in factor a) are relatively equal in the opinion of the Company, then factor b) shall govern.

11.06 Where an employee has been selected as a successful applicant under this Article, and it is subsequently determined by the Company that the employee cannot satisfactorily perform the job or, where the employee wishes to return to their former job, the Company will attempt, during the first thirty (30) days from the date on which the employee was first assigned to the vacancy to return them to their former job.

11.07 If the vacancy is not filled on the foregoing basis, the Company may fill the job in question in its discretion.

11.08 The Company may assign any employee to any vacancy on a temporary basis including the period of time during which the posting has been completed. Operational requirements permitting, first consideration for such placements will be to the senior, qualified volunteer.

Promotion from the Bargaining Unit

- 11.09 An employee who is promoted to a position out-of-scope shall maintain and accumulate seniority for a period of twelve (12) months from the date of such promotion. During the twelve (12) month period, the Company may return such employee to their former in-scope position. Such employee shall also have the right to return to the former in-scope position within the time limits. At the end of the twelve (12) month period such employee shall lose seniority rights within the Bargaining Unit. If during the twelve (12) month period the employee returns to an in-scope position, they shall pay back dues for the period they were out-of-scope. Promotions to positions out-of-scope are not subject to the terms of this Agreement.
- 11.10 Employees in-scope may be temporarily transferred out-of-scope to replace supervisors who are absent from their regular duties. During such periods, the affected employee will be required to submit union dues and will retain all seniority rights. If a temporary supervisor is required due to an absence, the Company will notify all employees.

ARTICLE 12 - LAYOFF AND RECALL

- 12.01 In the event of a reduction in the work force due to lack of work volume, the following factors will be considered:
- a) skill, qualifications, technical knowledge and ability to perform work required; and
 - b) seniority.

When two or more employees are relatively equal in factor a), then b) shall govern.

Should an employee be laid off, the employee will be given at least thirty (30) days notice or such greater written notice as provided by Public Works Canada to the Company.

12.02 Employees who are laid off due to reduction in the work force shall have the right of recall for a period not to exceed twelve (12) months from the layoff date, based on the following factors:

(a) skill, qualifications, technical knowledge and ability to perform work required; and

(b) seniority.

When two or more employees are relatively equal in factor a) then b) shall govern .

12.03 The Employer shall give notice of recall by Registered Mail to the last recorded address of the employee with copies to the Union and the union stewards. The employee shall have the responsibility to keep the Employer informed at all times of a current address, The employee shall be required to return to work within seven (7) working days from the time that notice of recall is received unless the Employer grants an extension to this period. No new employees will be hired until the recall period is exhausted.

12.04 The parties recognize that employees who work for the Company have done so on an annual contract because the Employer has an annual contract with the Government of Canada to operate the Prince Albert Satellite Station. This collective agreement replaces the individual annual contracts. In the event that the Employer loses the aforementioned contract with the Government of Canada, Articles 11.01 to 11.03 do not apply, and

the following applies:

- (a) the Employer shall notify the Union and the employees as soon as practicable after the Employer is advised of the loss of the contract;
- (b) all employees shall be laid off effective the last day of the contract, and no employee shall have any recall rights.

12.05 Article 12 does not apply where an employee is being laid off or discharged in accordance with Article 4.04, except in cases where 12.06 b) is applied.

12.06 Severance Pay

An employee placed on layoff will have the option to:

- a) remain on layoff with recall rights or;
- b) elect to take severance pay as follows:

Employees who decide to end their employment with the company rather than remain on lay-off shall be paid severance pay of five (5) days pay at the employee's rate of pay at the time of lay-off multiplied by the sum of:

- (a) the number of the employee's completed years of employment; and,
- (b) the number of months of employment not included in subparagraph (a) that the employee has completed, divided by 12.

An employee must choose to select this option within one (1) year from the date of layoff notice or this option to select severance pay is withdrawn.

Nothing contained herein shall prohibit the Parties from exploring other considerations affecting permanently laid-off employees.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

13.01

(a) **Subject to 13.01(b)**, the normal hours of work shall be eight hours per day, and forty hours per week. Employees shall be given a one half hour paid lunch break and two 15 minute paid breaks during their shift. Breaks shall be scheduled by the Operations Manager or designate. The following shift schedule is currently in effect:

- a) 7:00 am to 3:30 pm;
- b) 3:00 pm to 11:30 pm;
- c) 11:00 pm to 7:30 am; and
- d) 8:00 am to 4:00 pm. This shift is for designated employees only.

Nothing in this agreement prevents the employer from changing the shift schedule to meet operational requirements, as determined by the employer.

(b) **The normal hours of work for the janitorial position shall be seven and one-half hours per day, and thirty-seven and one-half hours per week. Employees will be given a one-half hour unpaid lunch break and two fifteen minute paid breaks during their shift. Breaks shall be scheduled by the Operations Manager or designate. The following shift schedule is currently in effect:**

- a) 8:00 am to 4:00 pm;

The parties agree that the standard hours of work over a four (4) week period for a seven and one-half hour shift shall not exceed one hundred and fifty hours in total.

Nothing in this agreement prevents the employer from changing the shift schedule to meet operational requirements, as determined by the employer.

13.02 The Company shall develop and post shift schedules at least one week In advance.

13.03 The parties to this Agreement recognize that the needs of the business may require the performance of overtime work from time to time and, when overtime is required, the Employer will attempt *to* assign the employees regularly doing the job. The Employer will advise employees of this overtime as far in advance as is practical and assignment of the overtime will be offered to volunteers on a rotational basis. If there is no volunteer, then the junior qualified employee will be assigned the work. In light of the foregoing, the Employer agrees to attempt to distribute available overtime work as equitably as practical amongst qualified employees normally performing the work in question. It is understood and agreed, however, that any valid claim of inequitable distribution shall result only in an employee's entitlement to the next opportunity to perform scheduled overtime in their department.

The parties agree that operational requirements will require a modified work schedule in which the hours of work are averaged over a period of four weeks rather than totaled on a weekly basis for the purpose of calculating overtime. The parties agree that the standard hours of work over the four week period shall not exceed 160 hours in total,

13.04 Employees shall be paid at time and one half for any hours of overtime worked. Employees may choose, with the consent of the Company, to take the equivalent time off in lieu of overtime pay. i.e. 1.5 hours off for each hour worked. Such time off shall not be unreasonably denied. Time off in lieu of time worked must be taken within six (6) months of being earned.

Callout

13.05 Employees who are called out to work additional hours shall be paid a minimum of three (3) hours at the rate of time and one half. Employees may choose to take the equivalent time off in lieu of overtime pay as provided for in 13.04 above.

13.06 Article 13.05 shall not apply to employees who are called out to work and do work continuously into the beginning of the employee's scheduled shift, In such case, Employees shall be paid for the hours worked at time and one half until the beginning of the regular shift which shall be at straight time.

ARTICLE 14 – WAGES

Rates at July 1, 2005

Wage Scale for July 1, 2005 to June 30, 2006

		Start	1 Yr	2 Yrs	3 Yrs	4 Yrs
Janitorial	Hourly	10.61	10.98	11.34	11.71	12.08
	Yearly	20,689.50	21,411.00	22,113.00	22,834.50	23,556.00
Tech	Hourly	15.78	16.33	16.87	17.42	17.96
	Yearly	32,822.40	33,966.40	35,089.60	36,233.60	37,356.80
Intermediate Tech	Hourly	17.92	18.47	19.01	19.56	20.11
	Yearly	37,273.60	38,417.60	39,540.80	40,684.80	41,828.80
Sr Tech	Hourly	20.05	20.60	21.15	21.69	22.24
	Yearly	41,704.00	42,848.00	43,992.00	45,115.20	46,259.20

Rates at July 1, 2006

Wage Scale for July 1, 2006 to June 30, 2007

		Start	1 Yr	2 Yrs	3 Yrs	4 Yrs
Janitorial	Hourly	10.93	11.31	11.68	12.06	12.44
	Yearly	21,313.50	22,054.50	22,776.00	23,517.00	24,258.00
Tech	Hourly	16.25	16.82	17.38	17.94	18.50
	Yearly	33,800.00	34,985.60	36,150.40	37,315.20	38,480.00
Intermediate Tech	Hourly	18.46	19.02	19.58	20.15	20.71
	Yearly	38,396.80	39,561.60	40,726.40	41,912.00	43,076.80
Sr Tech	Hourly	20.66	21.22	21.78	22.34	22.90
	Yearly	42,972.80	44,137.60	45,302.40	46,467.20	47,632.00

Rates at July 1, 2007

Wage Scale for July 1, 2007 to June 30, 2008

		Start	1 Yr	2 Yrs	3 Yrs	4 Yrs
	Hourly	11.26	11.65	12.03	12.42	12.81
Janitorial	Yearly	21,957.00	22,717.50	23,458.50	24,219.00	24,979.50
	Hourly	16.74	17.32	17.90	18.48	19.06
Tech	Yearly	34,819.20	36,025.60	37,232.00	38,438.40	39,644.80
	Hourly	19.01	19.59	20.17	20.75	21.33
Intermediate Tech	Yearly	39,540.80	40,747.20	41,953.60	43,160.00	44,366.40
	Hourly	21.28	21.86	22.43	23.01	23.59
Sr Tech	Yearly	44,262.40	45,468.80	46,654.40	47,860.80	49,067.20

ARTICLE 15— BENEFITS

15.01 The Company agrees, during the term of the Agreement, to maintain the premium coverage for the following benefits:

Life Insurance	100% Company Paid
AD&D	100% Company Paid
Basic Dental	100% Company Paid
Extended Health	100% Company Paid
Vision	\$150/24 months
Prescription Drugs	80%
LTD	Employee Paid

15.02 It is understood that the Company may, at anytime, substitute another carrier for any Plan provided the benefits conferred thereby are not, in total, decreased. Before making such a substitution, the Company shall notify the Union to explain the proposed change.

15.03 It is understood that the benefit plans are not part of this agreement and are not subject to the grievance and arbitration procedure. The Company’s sole responsibility under this collective agreement is to contribute towards billed premiums as required in Article 15.01, above.

ARTICLE 16- HOLIDAYS

16.01 Employees who have completed at least thirty (30) days of employment, and who meet the eligibility requirements described herein, shall be entitled to the following holidays:

New Year’s Day	Good Friday
Easter Monday	Victoria Day

Canada Day
Labour Day
Remembrance Day
Boxing Day

Saskatchewan Day
Thanksgiving Day
Christmas Day

16.02 Holiday pay shall be computed on the basis of the number of hours the employee would normally have worked at the employee's basic hourly rate of pay.

16.03 (a) A holiday that falls on a Saturday or Sunday shall be observed on either the Friday or the Monday, at the employer's discretion.

(b) Where any of the holidays occur during an employee's vacation period, the Company agrees to provide an additional day off with pay at a time mutually agreeable to the Company and the employee.

16.04 The parties agree that the operation covered by this collective agreement is a continuous operation within the meaning of section 198 of the *Canada Labour Code*. As a result, employees who work on a holiday shall be entitled to:

(a) time and a half for all hours actually worked on the holiday, plus payment in accordance with Article 16.02;

(b) Payment in accordance with Articles 16.02 plus another day off with pay, to be scheduled at a time that is mutually agreeable to the Company and the employee.

The employer shall have the option of selecting from these choices at its discretion.

16.05 In order to qualify for holiday pay, the employee must have been entitled to wages for at least fifteen (15) days of the thirty (30) days immediately, preceding the holiday.

16.06

(a) An employee who is required to work on a holiday and who, **WITHOUT VALID REASON AND PRIOR NOTICE**, fails to report for work shall forfeit all pay for that day, regardless of the reason for absence.

(b) **Prior notice, for the purpose of this Article, shall be a minimum of twelve hours prior to shift start time, unless there are unforeseen circumstances beyond the control of the employee which prevents them from doing so.**

ARTICLE 17 - SAFETY AND HEALTH

17.01 The Parties, in recognizing the importance of an active program to promote safety and health in working conditions and practice, agree to abide by the applicable provisions of the Canada Labour Code.

ARTICLE 18—LEAVES

Bereavement Leave

18.01 Bereavement leave shall be available to employees according to the provisions of the Canada Labour Code.

General Leave

18.02 Paid general leave shall be available for employees to be used for sick leave, personal leave, vacation, education leave, or other leave at the employee's discretion. The amount of leave available shall be as follows:

Technician and Janitorial:

1. **Twenty (20) days of leave for the first year of service with the Company;**
2. **One (1) additional day of leave per year for each completed year of service with the company to a maximum of twenty-five (25).**

Intermediate and Senior Technician:

1. **Twenty-five (25) days of leave for the first year of service with the Company;**
2. **One (1) additional day of leave per year for each completed year of service with the Company to a maximum of thirty (30).**

18.03 After ten (10) years of service, one additional day of leave per completed year of service shall be added to this entitlement to a maximum of five (5) additional days.

18.04

(a) A total of fifteen (15) days of paid leave per year shall be available for the Bargaining Unit to use at its own discretion for the purposes of attending union conferences, conventions and educationals. Such leave shall be subject to Company consent and operational requirements, but shall not be unreasonably denied.

- (b) **A total of ten (10) days of paid leave per year shall be available for the Bargaining Unit to use at its own discretion for the purposes of community based charitable endeavours. Such leave shall be subject to Company consent and operational requirements, but shall not be unreasonably denied.**

ARTICLE 19 - BULLETIN BOARDS

- 19.01 The Union shall have reasonable access to a bulletin board on the premises of the Customer for the posting of appropriate Union notices pertaining to matters relating to employees covered by the Collective Agreement. Copies of all notices shall be given to the Operations Manager prior to posting and the Company retains the right to approve any material that the union seeks to post. The Company shall not unreasonably deny the posting of Union material. For the purposes of this clause, if the Customer requests the removal of a posting or prohibits the posting of certain materials, said decision shall be deemed to be reasonable.

ARTICLE 20 - GENERAL

- 20.01 Employees are required to receive and maintain a government security clearance as stipulated in the Customers Request For Proposal and subsequent contract. Newly hired employees are required to obtain that clearance within fifteen (15) days of hire. Employees who lose their security clearance shall have their employment terminated immediately, and such termination shall be deemed to be for just cause.
- 20.02 Employees are permitted to accept employment directly with the Canada Centre for Remote Sensing, but shall not provide services directly or indirectly to the Canada Centre for Remote Sensing without the prior consent of Calian.

Technological Change

20.03 This article shall apply when one (1) or more employees of the Company are affected by a technological change.

20.04 Procedures for the aforementioned are:

1) Notification

The Company will notify the Union of a technological change as soon as practicable after receiving such notice from the Customer. Such notice shall be in writing and shall state:

a) the nature of the technological change,

b) the date upon which the Company proposed to effect the technological change, and the names, seniority dates and classifications of the employees primarily affected.

2) Employee Rights

An employee displaced as a result of a technological change will exercise layoff rights under Article 12, "Layoff and Recall."

3) Cooperation With Human Resources Development Canada

Upon request, the Company will furnish to Human Resources Development Canada the laid-off employee's skills inventory record and other information necessary to assist them in relocating such displaced employee in another job with another company.

Meals and Expenses

20.05 Meals and expenses will be as provided for in Treasury Board guidelines and upgraded as the Federal rate is increased.

ARTICLE 21- DURATION

21.01 This agreement shall start on July 1st, 2005 and continue in effect until June 30, 2008 and shall automatically continue thereafter for one year periods unless either party notifies the other in writing no more than one hundred and twenty (120) days prior to the expiration date of its desire to amend or terminate the Agreement.

21.02 If notice is provided under Article 20.01, the parties will endeavour to meet and bargain within twenty (20) days of the provision of said notice.

SIGNED THIS _____ DAY OF MAY, 2005

Calian Limited

**Communications, Energy and
Paperworkers Union of Canada**

LETTER OF UNDERSTANDING

Between

Communications, Energy and Paperworkers Union of Canada, Local 60,

and

Calian Ltd., Prince Albert Satellite Station

Article 18.04(b)

The parties agree that for each year of the contract commencing July 1, 2005 one of the ten days of paid leave per year shall be available to each bargaining member to use at their own discretion for the purposes of community based charitable endeavours. Such individual use shall be subject to the conditions set out in section 18.04(b).

In the event that any days of paid leave pursuant to this Article remain unused as of April 1 in each year of the contract, then the bargaining unit shall determine the use of these remaining days in accordance with the Article.

Signed this _____ day of _____, 2005:

Calian

CEP