

AGREEMENT
BETWEEN
NASITTUQ CORPORATION
AND
LOCAL UNION
2228 OF THE
“INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS”
Effective 01 April 2022 – 31 March 2029

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FOREWORD

The purpose of this Agreement is to establish a framework which will guide both the Company and Local 2228 of the “International Brotherhood of Electrical Workers” in implementing a working relationship that will ensure harmonious relationships and the shared aspirations of a safe, efficient, reputable and competent supplier of superior services, thus providing meaningful work and job satisfaction for Employees.

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

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

The process of completing this Collective Agreement has been accomplished using the mutual gains process taking account of the fact that the NWS contract is a firm fixed price contract.

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

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

ABBREVIATIONS

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

NWSCC	North Warning System Control Centre
NWSSC	North Warning System Support Centre
NWT	Northwest Territories
O&M	Operations & Maintenance
OT	Overtime
OWNER	Public Services and Procurement Canada (PSPC) on behalf of Department of National Defence (DND)
PMI	Preventive Maintenance Inspection
POL	Petroleum, Oil and Lubricants
SRD	Short Range Development
SRR	Short Range Radar
SCC	System Control Centre
SSC	System Support Centre
S/W	Software
UNION	Local Union 2228 of the International Brotherhood of Electrical Workers
WP	Warehouseperson
WP-D	Warehouseperson - Development

ARTICLE 1

1. RECOGNITION

- 1.1 Local Union 2228 of the International Brotherhood of Electrical Workers (hereinafter the Union) is recognized as the sole bargaining agent for the Department of National Defence North Warning System Contract as described in the certificate issued by the Canadian Industrial Relations Board on the 25th day of August, 2003. The positions included in this certification may be amended from time to time by mutual agreement between the Company and the Union.
- 1.2 This agreement will remain in effect and binding on any future successors.

ARTICLE 2

2. MANAGEMENT RIGHTS

- 2.1 The Union recognizes the exclusive right of the Company to manage the affairs of the business and to direct its work force in accordance with its commitments and responsibilities provided the exercise of such rights does not violate the Collective Agreement.
- 2.2 Without limiting the generality of the foregoing, the Company's rights shall include the right to operate and manage the operation in all respects.
- Manage the people in the workforce to include standards of performance;
 - Determine the location and extent of its operations;
 - Establish reasonable rules, policies, regulations, practices and procedures (e.g. qualifications, hours of work, approve overtime and leaves of absence). Company initiated changes to referenced policies will be presented to the Union for input.
 - Establish entitlement to sick leave by acquiring the necessary information such as limitations, restrictions and prognosis, independent medical assessments and medical certificates based on provisions of the Privacy Act. The Company will reimburse the cost of Company requested medical notes for task analysis and return to work for short term and long term disability requirements.

ARTICLE 3

3. UNION RIGHTS/RECOGNITION

3.1 UNION REPRESENTATION

3.1.1 Recognition

The Employer recognizes and acknowledges that the employee has and shall retain the exclusive right to conduct his/her personal affairs outside the hours during which he/she is discharging his/her duties to the Employer.

Each employee recognizes that such affairs shall not be conducted in a manner inconsistent with the express provisions of this agreement nor in such a manner as would detrimentally affect the Employer.

3.1.2 Union Representatives

The Union shall notify the Employer promptly and in writing of the names of its representatives, the respective dates of their appointment and the names, if any, of those representatives who are being replaced or discontinued.

3.1.3 Union Stewards

The Employer acknowledges the right of the Local Union to appoint a reasonable number of Chief Steward(s) and Stewards, having regard to the plan of organization, the dispersion of employees at the workplace, and the administrative structure implied in the grievance procedure. For rotational site staff, the Company will make a good-faith effort to return Stewards to their assigned work location.

A Steward, or authorized representative, shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate complaints or grievances and, to meet with local management for the purpose of dealing with these matters and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the Steward or authorized representative shall report back to his/her supervisor before resuming his/her normal duties.

3.1.4 Layoff Seniority

The Union Chief Steward(s) and Stewards shall hold layoff seniority over all Employees in their respective classifications. Where two or more Union Stewards are in the same classification family, seniority will be determined by their normal position in the seniority listing.

3.2 UNION SECURITY

3.2.1 Union Membership

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

3.2.2 Union Dues

3.2.2.1 The Employer shall, as a condition of employment, deduct Union dues from the bi-weekly wages earned by each Employee covered by this Agreement and remit same to the Union. The amounts deducted shall be remitted by electronic payment within a reasonable period of time.

3.2.2.2 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

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

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

3.3 NEW EMPLOYEES

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

3.4 ACCESS TO PREMISES

The Employer agrees that accredited Union representatives may be granted access to the Employer's premises upon request and following the consent of the Employer. Such request shall be made in writing to the local officer-in-charge where time permits and orally in other cases.

Such consent shall not be unreasonably withheld.

ARTICLE 4

4. NO STRIKE/NO LOCK OUT

- 4.1 The Union and its members agree that there will be no strike, work stoppage, work to rule, slowdown, sit down, refusal to handle material or picketing which would stop or interfere with operations, and that if any such action should be taken, the Union shall instruct its members to carry out the provisions of this agreement by returning to work and performing their duties.
- 4.2 The Company agrees, given the above paragraph, that it shall not cause or direct any lockout of employees.

ARTICLE 5

5. SENIORITY

- 5.1 Seniority is accrued by permanent Nasittuq NWS employees and is based on the date of placement in their current classification.
- 5.2 When an employee is reclassified from temporary to permanent, they shall accrue seniority retroactive to their first day of continuous service within their current Classification Family.
- 5.3 Seniority for layoff purposes will be determined by total time permanently assigned in a Classification Family within an Operational Group as defined in Article 15.
- 5.4 As a result of any downsizing, transfers of eligible employees will be company initiated in a Classification Family within an Operational Group. Operational Groups are defined in Article 16.
- 5.5 An employee who transfers to another Operational Group within the same Classification Family will maintain their seniority in their previous Operational Group.
- 5.6 In the event that an individual has accrued seniority in a previous permanent assignment in another Classification Family within the same Operational Group, they will be entitled to exercise bumping rights in the event of layoffs.
- 5.7 An employee who is transferred or who exercises bumping rights will be required to successfully complete an appropriate evaluation period/process. A joint Union/Company committee will be established to determine both the evaluation period/process and standards for qualifications.
- 5.8 The seniority rank of two (2) or more employees with identical employment seniority shall be determined in alphabetical order of last name ("A" is most senior).
- 5.9 Seniority for the purpose of recall, in the event of layoff, shall be retained for a period of nine (9) months. After the nine (9) months has ended, any seniority will be lost and employment will be terminated.
- 5.10 For employees taking positions outside the bargaining unit within Nasittuq, seniority shall be retained and accumulated for nine (9) months.
- 5.11 The seniority of an employee shall be broken under the following conditions, and when so broken, such employee shall, for all purposes, be considered a new employee if and when rehired:
 - resignation or other voluntary termination of employment;
 - discharge for cause.
- 5.12 A jointly agreed to seniority list will be published once per year.

ARTICLE 6

6. SUBCONTRACTING

- 6.1 The Union and the Company understand that the Owner may, at their discretion, choose to perform or directly subcontract work for any part or parts of the work necessary in their program. The Company's obligation under this Agreement refers only to work that the Company has been contracted to perform for the Owner. Subcontracting shall be permitted where the Owner requests the company to manage subcontracts for them.
- 6.2 The Union acknowledges that the Company may, at their sole discretion, choose to perform or subcontract work to meet the operational requirements of the program and the community needs, provided that no bargaining unit member is laid off as a result of such subcontracting.

ARTICLE 7

7. CO-LOCATED LSS, COMMUNITY BASED LSS AND ATTENDED LRR

7.1 WORK WEEK

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

- 7.1.1 Forty (40) hours per week shall constitute a week's work, Monday to Friday, inclusive. Eight (8) hours per day shall constitute a standard work day between the hours of 6:00 am and 6:00 pm with a half hour unpaid lunch.
- 7.1.2 Flexible hours will be available based on community conditions, weather conditions and other circumstances as approved by the Program Manager, or their delegate.
- 7.1.3 Travel within the zone as part of an employee's execution of duties shall be considered as part normal working hours.
- 7.1.4 During the term of this Agreement, it may become necessary to make changes to shift conditions to accommodate changes to customer operations and/or to eliminate undue hardships for employees on site. Requests for changes may be made by the Owner, Company or employees. Requests for changes to shift conditions must be done in writing. All requests shall list the changes in shifts and their reasons for such changes, i.e.: increase/reduction in occupancy, preferred conditions, etc.
- 7.1.5 Culinary and Building Custodian employees may be assigned a single split shift as part of their eight (8) hour day.
- 7.1.6 Management will undertake to offer maximum opportunities for additional work to permanent employees. At the beginning of each calendar year, employees will have the opportunity to make a firm availability commitment. An availability commitment does not constitute a guarantee of work. Once projects are known, management will assign the projects to available qualified employees in order of seniority.

7.2 OVERTIME

- 7.2.1 All time worked in excess of a regularly scheduled shift, or for hours worked on an employee's days off, will be paid for at the rate of one and one half the employee's basic rate.
- 7.2.2 Management will make every reasonable effort to distribute overtime in an equitable manner. Wherever possible, overtime at a site will be offered to permanent employees in preference to temporary employees at that site.

7.2.3 All time worked on designated or statutory holidays shall be paid at the rate of one and one half times the employee's basic rate except when a lieu day has been requested by the employee. If a lieu day has been requested, the employee will be paid at their regular rate for working on the statutory holiday.

7.2.4 Off rotation work on the North Warning System will be voluntary. If employees wish to work during their off rotation, they will be paid at their straight-time rate for the first 40 hours worked. Overtime will be paid at the standard overtime rate of one and one half the employee's basic rate.

7.3 CALL OUT

An employee who is called out after completing a scheduled shift shall be paid the greater of the actual time worked, or 1 hour at time and one half. A call out must be authorized by the Manager. Work performed during call outs shall normally be for the specific purpose of the call out.

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

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

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

7.4 ROUTINE FUNCTIONS

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

7.4.1 EXAMPLES OF ROUTINE FUNCTIONS:

- rest day checks.

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

7.5 NORTHERN LIVING ALLOWANCE

7.5.1 A Northern Living Allowance (NLA) shall be paid to each employee living in the following communities and working full time. This weekly allowance is not deemed to be remuneration for work performed and will be paid each pay period. The NLA is pro-rated and only applies on rotation:

Inuvik:	\$273.93
Cambridge Bay:	\$287.50
Hall Beach:	\$287.50
Iqaluit:	\$375.00

7.6 OVERNIGHTING AT UNATTENDED LRR & SRR

7.6.1 If employees are stranded at an SRR or unattended LRR except for Cam-M and Fox-M or LRR sites that are attended, they will receive a minimum of 8 hours regular pay and 2 hours overtime pay. Employees are expected to be productively working during this time.

ARTICLE 8

8. NORTH WARNING SYSTEM CONTROL CENTRE (NWSCC)

8.1 HOURS OF WORK

- 8.1.1 Shift employees shall be scheduled on a one-shift basis: days, midnights; two-shifts basis: days-midnights, midnights-days. Each shift employee shall be scheduled for two (2) or three (3) or four (4) or five (5) consecutive days and may be scheduled on a regular shift which could include a Saturday, Saturday and Sunday or a Sunday.
- 8.1.2 The averaging period will consist of employees in the NWSCC working 12 hour shifts in a work period which cycles every 12 weeks. Within this work period, employees will work a range of shifts as outlined in 10.1. The averaging period will be 12 weeks which will be the same cycle as the work period. The standard hours of work of an employee shall be 40 times the number of weeks in the averaging period (40 x 12= 480).
- 8.1.3 The overtime calculations for the averaging period are as follows; at the end of each averaging period, overtime is paid to employees who work hours in excess of the standard hours, excluding those hours for which overtime has been paid already, in the averaging period. The calculation of overtime owing is based on standard hours that are reduced, by 12 hours for each day in the averaging period which is a day:
- i. of bereavement leave with pay;
 - ii. of sick leave with pay;
 - iii. of annual vacation with pay;
 - iv. general or other holiday with pay; or
 - v. that is normally a working day in respect of which the employee is not entitled to regular wages (for example, when an employee is off on unpaid sick leave).
- 8.1.4 When shift schedules are to be changed employees affected will be given twenty-four (24) hours advance notice in writing and if less than twenty-four (24) hours advance is given the first shift worked on the new schedule will be paid at one and one-half times the employee's basic rate.
- 8.1.5 Shift premiums in addition to the employee's basic hourly rate will be sixty cents (.60) per hour for midnight shift.

- 8.1.6 No shift employee shall leave duty until relieved at his/her regular place of work without the permission of his/her supervisor.
- 8.1.7 On twelve (12) hour shifts, there shall be two (2) paid meal breaks, of one-half hour each. During meal breaks, shift employees shall remain on the Project site.

ARTICLE 9

9. NORTH WARNING SYSTEM SUPPORT CENTRE (NWSSC)

9.1 HOURS OF WORK

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

9.2 OVERTIME

9.2.1 Any hours worked either over forty (40) hours in a work week or over eight (8) hours in a day will be compensated at a rate of time and one-half.

9.2.2 All time worked on designated or statutory holidays shall be paid at the rate of one and one half times the employee's basic rate except when a lieu day has been requested by the employee. If a lieu day has been requested, the employee will be paid at their regular rate for working on the statutory holiday.

9.2.3 All overtime must be authorized in advance by the Manager, or designate.

ARTICLE 10

10. POL OPERATIONS

- 10.1 The Company shall prepare a POL transfer schedule which shall be available immediately prior to the POL season. This schedule shall be divided into 1, 2 or more activities to be carried out by teams of two staff, one of which will be a POL Technician and one POL Labourer. POL personnel will be recalled to a specific activity by seniority with the most senior in each classification being assigned to the activity with the greatest duration and laid off at the completion of the activity.
- 10.2 Personnel will be laid off at the completion of their assigned activity, which will include activity extensions caused by weather delays normally less than two weeks duration, and will not bump into other activities which have a later completion date. Seniority for the purpose of recall shall be retained and accumulated during the layoff period.
- 10.3 Under special circumstances, and depending upon operational requirements, brief leave may be arranged upon the mutual agreement of the Company and the employee.
- 10.4 Outside of the project season, POL Technicians may be hired without the accompaniment of a POL Labourer as operational requirements may demand.
- 10.5 Supplementary, temporary POL personnel may be hired in addition to the permanent POL staff for concurrent operations; however, temporary POL employees will not be used in such a manner that would mean a reduction in work for the permanent POL employees.
- 10.6 POL Labourer personnel may be assigned as POL Technician for short periods as required but will return to their own assignment at the end of the requirement and will not amass seniority in that classification. They will be compensated at the POL Technician level rate corresponding to their POL Labourer level rate for the duration of the assignment.
- 10.7 The permanent hire date is the date the company uses for calculation of vacation entitlement, and in the event of layoff, for severance entitlement. The seniority date is used mainly for recall, in accordance with Article 5.
- 10.8 POL employees are required to contact the Company no later than 1 March each year to declare their availability for work. Upon finalization of the schedule, employees will be contacted by registered mail with a 7-day response period to confirm acceptance of the job offer. In the event that the most senior employee is not available for recall, the next senior employee in the same classification is recalled. However, the Company is under no obligation to make up lost time for an employee who was unavailable for work. If a permanent POL employee declines a job offer his/her recall rights will expire immediately and severance paid out.

ARTICLE 11

11. DEVELOPMENT POSITIONS

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

Development position employees will be compensated at 75% of the level of their respective classifications and will progress through the levels to level 3 as per the time frames and the conditions provided in Article 16 (Classifications and Rates of Pay). These employees will then remain at level 3 until such times as they have obtained their required qualifications and until they have been accepted for a vacancy in their classification.

11.2 Apprenticeship:

11.2.1 The Company has a requirement to provide an apprenticeship program. The apprentices are expected to fully take part in field and NWSSC activities within their classifications. The intent of the apprenticeship program is to provide the company with licensed journeymen tradespersons who will be qualified for entry level in their respective classifications and be available to fill vacancies as they occur. The Apprenticeship, Trades and Occupations Certification Act and pursuant regulations should apply to all apprentices. A copy of the applicable regulations shall be supplied to each apprentice upon appointment.

11.2.2 Where an Apprentice fails after two (2) attempts to successfully complete a trade training course, a recommendation will be made to the Supervisor of Apprenticeship, Trades and Occupations Certification to cancel his/her contract and the Apprentice may be terminated.

11.2.3 The Company will be responsible for reasonable costs associated with sending the apprentice for training. However, in order to minimize this cost, the apprentice will be expected to apply for and accept any Company authorized Government funded sponsorship of the apprenticeship.

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

11.2.5 Effective 01 August 2022, apprentice rates will be based on a percentage of the appropriate Step 1 journeyman rate as follows:

Year 1: 60%

Year 2: 70%

Year 3: 80%

Year 4: 90%

Apprentices on obtaining their license will remain at the Year 4 rate until they are accepted for a vacancy.

11.2.6 Pay increases shall not be automatic but shall be based upon levels of certification issued by the Apprenticeship Board and shall be effective from the date of certification.

11.2.7 New Development employees, while on educational class instruction, shall be compensated at the appropriate hourly rate on the basis of forty (40) hours a week.

11.3 Non-Apprenticeship

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

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

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

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

ARTICLE 12 - Not Used

ARTICLE 13

13. SITE ROTATION

- 13.1 The standard rotation for all site employees shall be eight (8) weeks on site, eight (8) weeks on leave, unless otherwise mutually agreed to by the Company and the employees.
- 13.2 In keeping with the commitment to encourage Inuit and Inuvialuit employment, these Land Claims Beneficiaries may vary their rotation schedule, subject to management approval.

ARTICLE 14

14. TERM EMPLOYEES & SHORT-TERM WORK REQUIREMENTS

14.1 TERM EMPLOYEES

- 14.1.1 A term employee will be employed for a specific period of time, not to exceed twelve (12) months. In the event of a permanent position being temporarily vacated, except in the case of normal rotational leave, a term employee may be assigned for the duration of the absence.

14.2 TEMPORARY EMPLOYEES

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

14.3 COMPENSATION

- 14.3.1 Compensation for term employees will be based on level of skill demonstrated. Rotational term employees will be compensated at the appropriate rate of pay in Article 16. Non-rotational term employees will be compensated at the appropriate rate of pay in Article 16.

14.4 SHORT-TERM WORK REQUIREMENTS

- 14.4.1 The Company agrees to have routine NWS O&M work performed by bargaining unit employees, although at times it may be necessary to have other work performed by outside contractor personnel or term employee(s). Contractors will be used for O&M work when site personnel are either not available or not qualified to perform the work. Further, contractor personnel will be utilized for specific annual PMI tasking (e.g. furnace inspections).
- 14.4.2 When scheduled work is estimated to be of less than a total of two (2) weeks duration within a four (4) week period, the Company may source a qualified person from a local community to perform the work with the understanding that The Local Union dues will be paid.
- 14.4.3 When scheduled work is estimated to be of greater than a total of two (2) weeks duration within a four (4) week period, the Company will utilize employees on recall if available.
- 14.4.4 The Company shall consult with the Business Manager prior to initiating any work that has normally been done by bargaining unit employees.

ARTICLE 15

15. CLASSIFICATIONS

15.1 OPERATIONAL GROUPS & CLASSIFICATION FAMILIES

Operational groups are defined by work conditions and geographical locations.

Classification Families are defined on a skills basis.

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

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

The company agrees to create job descriptions in consultation with the Union and make them available to the unionized employees.

OPERATIONAL GROUPS & CLASSIFICATION FAMILIES

GROUP ONE – Line Operations

Family	EMT
Family	EMT-D
Family	FMT (Diesel Mechanic)
Family	FMT (Electrician)
Family	FMT
Family	FMT (Vehicle)
Family	FMT-D
Family	WP
Family	WP-D
Family	Weather Observer
Family	POL Technician
Family	POL Technician-D
Family	POL Labourer
Family	POL Labourer-D

Family	HEO
Family	HEO-D
Family	Building Custodian/Labourer/Bear Monitor/ Chef Helper
Family	Building Custodian-D
Family	Admin Clerk
Family	Admin Clerk-D
Family	Chef
Family	Chef-D

GROUP TWO - North Bay

Family	EMT (NB)
Family	EMT (NB)-D
Family	FMT (NB)
Family	FMT (NB)-D
Family	Technical Writer
Family	IT Technician (NB)
Family	IT Technician (NB)-D
Family	Civil Technologist (NB)
Family	Civil Technologist (NB)-D
Family	Repair Technician (NB)
Family	Repair Technician (NB)-D
Family	Logistics I (NB)
Family	Logistics I (NB)-D
Family	Logistics II (NB)
Family	Logistics II (NB)-D
Family	Logistics III (NB)
Family	Logistics III (NB)-D

Family NWSCC Technicians (NB)

Family NWSCC Technicians (NB)-D

GROUP THREE - LSS – Goose Bay

Family CBEMT

Family CBEMT-D

Family CBFMT (Diesel Mechanic)

Family CBFMT (Electrician)

Family CBFMT

Family CBFMT-D

Family CBWP

Family CBWP-D

GROUP FOUR - LSS – Inuvik

Family CBEMT

Family CBEMT-D

Family CBFMT (Diesel Mechanic)

Family CBFMT (Electrician)

Family CBFMT

Family CBFMT-D

Family CBWP

Family CBWP-D

GROUP FIVE - LSS - Iqaluit

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

OPERATIONAL GROUPS

Operational Groups are defined by work conditions and geographical locations.

Operational Group 1	Northern Operations
Operational Group 2	North Bay
Operational Group 3	LSS - Goose Bay
Operational Group 4	LSS - Inuvik
Operational Group 5	LSS - Iqaluit

ARTICLE 16

16. RATES OF PAY

16.2. It is expected that an employee shall improve in demonstrated skill over the first two years of employment. In recognition of this fact, progression rates of pay shall occur. Progression in rates of pay shall occur every 120 working days but may be delayed for documented disciplinary action that is in progress. The Business Manager shall be notified by the Company in the event normal progression is delayed.

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

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

Development positions shall progress as per Article 11.

16.3 The rates of pay and working conditions of any new classifications created during the term of this agreement shall be discussed and mutually agreed to with the Union.

16.4 In recognition of the evolution toward full operational capability of the North Warning System mission and continual improvement in operational efficiency, adjustments to wage rates in this collective agreement reflect the current economic environment.

Effective 01 April, 2023 and 01 April of each subsequent year, wage rates will increase by 1% in each year of the agreement.

The parties agree that on the third anniversary of the collective agreement either party may give notice to the other of their desire to negotiate rates of pay for the balance of the collective agreement. In the event that the parties are not able to agree on any change to be made, the rates of pay will be determined in accordance with the interest arbitration provision set out in the collective agreement.

RATES OF PAY

POSITION:	EMT / FMT / NWSCC (Radar/Communications/Facilities) Crew Technician / POL Technician		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
1-Apr-22	37.80	42.53	47.25

POSITION:	EMT - D / FMT - D / NWSCC (Radar/Communications/Facilities) Crew Technician - D / POL Technician - D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
1-Apr-22	26.66	30.00	33.33

POSITION:	HEAVY EQUIPMENT OPERATOR (HEO)		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
1-Apr-22	30.71	34.55	38.39

POSITION:	HEAVY EQUIPMENT OPERATOR (HEO) - D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
1-Apr-22	21.66	24.36	27.08

POSITION:	BUILDING CUSTODIAN / LABOURER / BEAR MONITOR / CHEF HELPER		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
1-Apr-22	24.60	27.68	30.75

POSITION:	BUILDING CUSTODIAN / LABOURER / BEAR MONITOR / CHEF HELPER / BUILDING CUSTODIAN - D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
1-Apr-22	17.35	19.52	21.69

POSITION:	CHEF		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
1-Apr-22	31.15	35.05	38.94

POSITION:	CHEF - D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
1-Apr-22	21.98	24.72	27.47

POSITION:	LOGISTICIAN		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
1-Apr-22	32.91	37.03	41.14

POSITION:	LOGISTICIAN - D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
1-Apr-22	23.21	26.11	29.01

POSITION:	ADMIN CLERK		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
1-Apr-22	24.59	27.67	30.74

POSITION:	ADMIN CLERK - D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
1-Apr-22	18.44	20.75	23.05

POSITION:	POL TECHNICIAN		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
1-Apr-22	37.80	42.53	47.25

POSITION:	POL TECHNICIAN - D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
1-Apr-22	26.66	30.00	33.33

POSITION:	POL LABOURER		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
1-Apr-22	24.60	27.68	30.75

POSITION:	POL LABOURER - D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
1-Apr-22	17.10	19.23	21.37

POSITION:	LOGISTICIAN I (NB)		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
1-Apr-22	23.09	25.97	28.86

POSITION:	LOGISTICIAN I (NB) - D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
1-Apr-22	17.31	19.48	21.64

POSITION:	LOGISTICIAN II (NB)		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
1-Apr-22	26.10	29.36	32.62

POSITION:	LOGISTICS II (NB) - D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
1-Apr-22	18.76	21.11	23.45

POSITION:	SUPPLY CHAIN SPECIALIST (NB)		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
1-Apr-22	28.94	32.55	36.17

POSITION:	SUPPLY CHAIN SPECIALIST (NB) - D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
1-Apr-22	21.39	24.07	26.74

POSITION:	REPAIR TECHNICIAN (NB)		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
1-Apr-22	23.09	25.97	28.86

POSITION:	REPAIR TECHNICIAN (NB) – D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
1-Apr-22	17.31	19.48	21.64

POSITION:	IT TECHNICIAN (NB)		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
1-Apr-22	26.66	30.00	33.33

POSITION:	IT TECHNICIAN (NB) – D		
	STEP 1	STEP 2	STEP 3
	80%	90%	100%
1-Apr-22	20.00	22.51	25.01

ARTICLE 17

17. TRAVEL PAY

- 17.1 A rotational employee shall not be required to work on a day of travel and shall receive eight (8) regular hours of pay for their day of departure and eight (8) regular hours of pay for their day of arrival. If a member is called into work on a day of travel provided under this article, then article 7.7 (call outs) shall apply. These hours will be eligible for the NLA. Travel time will not be considered work.
- 17.2 In the event of a weather or mechanical delay while enroute to the north the employee will receive eight (8) regular hours of pay for each day of delay, excluding normal rest days.
- 17.3 OTHER COMPANY BUSINESS TRAVEL
- 17.3.1 In the event that an employee is directed to travel to their work location from other Company business such as meetings, training, etc, after completion of a day's work, the employee will be entitled to travel pay to a maximum of eight (8) hours.

ARTICLE 18 - Not Used

ARTICLE 19

19. TEAM COORDINATORS

19.1 OFF SITE TEAM COORDINATOR

19.1.1 If an employee is assigned, at the discretion of the Manager, to the position of Team Coordinator, the employee will be paid in addition to their normal pay a premium of \$2.50 per hour for all hours worked.

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

19.2 DUTIES OF THE TEAM COORDINATOR

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

The following is a list of duties that should be assigned to the Team Coordinator:

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

ARTICLE 20

20. BENEFITS AND PENSION

- 20.1 Permanent employees of this bargaining unit will belong to the Employer Group Benefits and Pension plans.
- 20.2 The Employer is only responsible for their portion of the premiums and reserves the right to amend the plans. The Union will be notified upon any changes to the plans.

ARTICLE 21

21. RELIEF MANAGER/SUPERVISOR

- 21.1 When fulfilling the role of Manager/Supervisor, compensation shall be at the rate of ten percent (10%) above the employee's applicable rate of pay as per Article 16.
- 21.2 An employee would not normally hold the position of relief Manager for more than 120 working days in a year. In the event the period may extend from 121 –240 days, the Business Manager will be consulted regarding the extension.
- 21.3 Disciplinary documentation will not be drafted, signed or delivered by a Union member acting as Relief Manager/Supervisor.

ARTICLE 22

22. OFF SITE COMPENSATION

- 22.1 Employees who are assigned by the Company to another work location, e.g. the CMO, shall be compensated as per the terms and conditions of the location where they work. Such Employees would be expected to work their normal work week during the period of assignment.

ARTICLE 23

23. PROBATIONARY PERIOD

23.1 DEFINITION

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

23.1.2 The probationary rate shall be 5% less than the classification basic rate. The employee will automatically advance to Step 1 rate of pay, based on their classification, upon the completion of the probationary period.

23.2 DURATION

23.2.1 The first 120 working days of active employment shall be the probationary period. Active employment shall include work, work-related travel and training but shall exclude all types of leave, time lost due to illness or disciplinary action.

23.3 RESTRICTION

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

ARTICLE 24

24. STATUTORY HOLIDAYS

24.1 The following days are recognized as Statutory Holidays:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- National Day for Truth and Reconciliation
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

The parties agree to add any additional Statutory Holiday that is added to the *Canada Labour Code* effective the coming into force date set by the Government of Canada.

24.2 For rotational employees who are on site, management will schedule work on a minimum of four (4) statutory holidays per year.

24.3 When a Statutory Holiday falls during a rotational employee's leave, the employee will be paid for the Statutory Holiday at the appropriate rate of pay according to Article 16.

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

24.5 For all employees except those working at the NWSCC and off-rotation employees a Statutory Holiday falling outside of the regular work week will be observed on the following regularly scheduled work day.

ARTICLE 25

25. ANNUAL VACATION

25.1 Permanent employees will accumulate vacation credits according to the following table:

NON-ROTATIONAL EMPLOYEES

<u>Years of Service</u>	<u>No. of Days Annually</u>
Less than 5	15 @ 6% of gross earnings
More than 10	20 @ 8% of gross earnings

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

ROTATIONAL EMPLOYEES

Percentage to be paid every pay period on gross wages.

<u>Years of Service</u>	<u>Percentage of Gross Earnings</u>
Less than 5	6%
More than 10	8%

25.3 Term and Temporary employees will be paid 6% vacation pay based on gross earnings on each pay.

ARTICLE 26

26. LEAVE

26.1 BEREAVEMENT

26.1.1 Bereavement leave will be granted for a death in the immediate family. “Immediate family” is normally interpreted to include:

- i. the employee’s spouse or common-law partner;
- ii. the employee’s father and mother and the spouse or common-law partner of the father or mother;
- iii. the employee’s children and the children of the employee’s spouse or common-law partner;
- iv. the employee’s grandchildren;
- v. the employee’s brothers and sisters;
- vi. the grandfather and grandmother of the employee;
- vii. the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and
- viii. any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

26.1.2 A leave of absence from employment of up to five days may be taken during the period that begins on the day on which the death occurs and ends six weeks after the latest of the days on which any funeral, burial or memorial service of that immediate family member occurs. The employee is entitled to the first three days of the leave with pay at their regular rate of wages for their normal hours of work, and such pay shall for all purposes be considered to be wages.

26.1.3 Rotational employees will be flown to their normal place of residence at the Company’s expense.

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

26.1.5 In the event there is a death in the employee’s immediate family during the period of the employee’s vacations, the employee shall, upon request and proper notification to the Company, be considered on Bereavement Leave for the period of time granted for such leave. Any vacation lost as a result of Bereavement Leave can be taken at a time mutually agreed by the employee and his/her manager.

26.2 UNION BUSINESS

26.2.1 Canadian Industrial Relations Board (CIRB)

- a. Nasittuq will grant leave without pay:
- i. to an employee who makes a complaint on his/her own behalf to the CIRB, and
 - ii. to an employee who acts on behalf of an employee making a complaint to the CIRB, or who acts on behalf of the Local making a complaint.
- b. Application for certification representations and interventions with respect to applications for certification

Where operational requirements permit, the Employer will grant leave without pay:

- i. to an employee who represents the Local Union in an application for certification or in an intervention, and
 - ii. to an employee who makes personal representations in opposition to a certification.
- c. Employee called as a witness

The Employer will grant:

- i. leave with pay to an employee called as a witness by the Federal Public Sector Labour Relations and Employment Board, and
- ii. where operational requirements permit, leave with pay to an employee called as a witness by an employee or the Local Union.

26.2.2 Arbitration Board and Public Interest Commission

- a. Where operational requirements permit, the Employer will grant leave with pay to an employee representing the Local before an Arbitration Board or Public Interest Commission.
- b. Employee called as a witness

The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board or Public Interest Commission and, where operational requirements permit, leave with pay to an employee called as a witness by the Local Union.

26.2.3 Adjudication

- a. Employee who is a party

Where operational requirements permit, the Employer will grant to an employee who is a party, leave with pay.

b. Employee who acts as representative

Where operational requirements permit, the Employer will grant leave with pay to the representative of an employee who is a party.

c. Employee called as a witness

Where operational requirements permit, the Employer will grant leave with pay to a witness called by an employee who is a party.

26.2.4 Contract negotiations meetings

The Employer will grant leave with pay to an employee for the purpose of attending contract negotiations meetings on behalf of the Local Union.

26.2.5 Preparatory contract negotiations meetings

Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees to attend preparatory contract negotiations meetings.

26.2.6 Meetings between employee organizations and management

Where operational requirements permit, the Employer will grant time off with pay to a reasonable number of employees who are meeting with management on behalf of the Local.

26.2.7 Employee organization executive board meetings, congress conventions and national Union committees

Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees to attend Executive Board meetings, Labour conventions and National Union Committees.

26.2.8 Stewards' training courses

Where operational requirements permit, the Employer will grant leave with pay to employees who are officers or who exercise the authority of a steward on behalf of the Local to undertake training related to such duties.

26.2.9 Leave status

Where the status of leave requested cannot be determined until the Federal Public Sector Labour Relations and Employment Board or an Adjudicator has given a decision, leave without pay will be granted pending final determination of the appropriate leave status.

26.2.10 Payment of Leave for Union Business

The arrangement for leave without pay granted under clauses 26.2.1 (c), 26.2.2, 26.2.3, 26.2.4, 26.2.5, 26.2.7 and/or 26.2.8 is that this leave will be paid for by the Employer, pursuant to this article. The bargaining agent shall then compensate the Employer by remitting an amount equivalent to the actual gross salary paid for each person-day, in addition to which shall also be paid to the Employer by the Bargaining Agent an amount equal to 13.8 per cent (13.8%) of the actual gross salary paid for each person-day, which represents the Employer's contribution to the Company pension plan, Canada Pension Plan, Employment Insurance, Medicare and such other benefits accrued to employees by virtue of their working.

As soon as possible after the signing date of the new collective agreement, the Employer will invoice the Bargaining Agent for the amount owed the Employer by virtue of this understanding. The amount of the gross salaries and the number of days involved for each employee will be included in the statement; the calculation of the 13.8 per cent (13.8%) as above will also be figured in the said statement.

The Bargaining Agent agrees to compensate the Employer for the full amount of the invoice within ninety (90) days of the date of the invoice.

26.3 COMPASSIONATE

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

26.4 LEAVE

Every employee is entitled to and shall be granted a paid leave of absence from employment of up to five days in every calendar year for:

- i. treating their illness or injury;
- ii. carrying out responsibilities related to the health or care of any of their family members;
- iii. carrying out responsibilities related to the education of any of their family members who are under 18 years of age;
- iv. addressing any urgent matter concerning themselves or their family members;
- v. attending their citizenship ceremony under the *Citizenship Act*; and
- vi. any other reason prescribed by regulation.

Company initiated changes to the Sick Leave Policy will be presented to the Union for input.

26.5 MATERNITY/PARENTAL LEAVE

26.5.1 Maternity/Parental leave benefits will be administered in accordance with Nasittuq's Maternity/Parental Leave Supplemental Benefit Plan Policy.

26.5.2 Company initiated changes to the Maternity/Parental Leave Supplemental Benefit Plan Policy will be presented to the Union for input.

26.6 OTHER

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

26.7 LOSS OF LEAVE

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

26.8 LEAVE OF ABSENCE

26.8.1 When operational requirements permit, the Employer will grant leave of absence without pay to an employee elected to a full-time office of the Local. The duration of such leave shall be for the period the employee holds such office.

26.8.2 When operational requirements permit, the Employer will grant leave of absence without pay to an employee appointed to a position within the Local and who serves at the pleasure of an elected Officer of the Local.

26.8.3 All leave granted under this article shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay for the employee involved.

ARTICLE 27

27. TRANSPORTATION

- 27.1 The Company shall provide transportation costs for rotational employees to their place of residence for all normal rotational leave.
- 27.2 A trip means a return trip. "Place of residence" is defined as principal place of residence limited to Canadian destinations. A trip to place of residence means to the nearest airport with regularly scheduled service. The Company will not pay for charter fares. Transportation beyond the nearest airport will be at the most economical ground transportation method available (public transportation or mileage) as an expense (receipt required). Mileage will be expensed at the current expense rate.
- 27.3 If an employee elects to change their place of residence, the cost impact on transportation due to this move must be mutually agreed to by the employee and the Company.

ARTICLE 28

28. SEVERANCE ENTITLEMENT

- 28.1 In the event that the Company must initiate layoffs, all affected employees will be entitled to severance pay in accordance with the *Canada Labour Code*.

ARTICLE 29

29. TECHNICAL TRAINING

- 29.1 Preference will be given to employees by seniority in scheduling of training, provided the employees have the required qualifications. Exceptions to the above will be reviewed with the Business Manager in advance, e.g. operational requirements. In addition, the Industrial Relations Committee (IRC) will include issues surrounding training and its scheduling as part of the IRC agenda.
- 29.2 Employees in positions designated in the NWS Training Plan must successfully complete all required courses. Any employee who has made a determined effort to pass a course on their first opportunity, but who fails, will be given a second opportunity. Failure to obtain the required certification after the second opportunity will be sufficient grounds for dismissal.

ARTICLE 30

30. IN-SCOPE JOB POSTING

- 30.1 Permanent positions will be posted internally on bulletin boards for a period of three (3) weeks. Should there be a requirement to change the posting period, the Business Manager will be consulted. The Business Manager will inform individuals on leave.
- 30.2 The Company reserves the right to simultaneously post the position internally and advertise externally. Employees under the scope of this agreement will be considered before external applicants.
- 30.3 In reviewing applications, the following factors will be considered (in no particular order): related ability, qualifications, performance, and length of service and time in current position.
- 30.4 All applicants will receive a personal reply to their application.

ARTICLE 31

31. HEALTH, SAFETY AND MORALE

31.1 SAFETY

- 31.1.1 The Company and the Union jointly agree to make every effort to protect the health and safety of all employees in compliance with established health and safety regulations. Management will ensure that tasks assigned to personnel are carried out in a safe manner.
- 31.1.2 Each work location shall have a monthly safety meeting alternately chaired by the Union and the Company, where applicable.
- 31.1.3 The Safety Committee at each work location will consist of the Manager and a maximum of three (3) unionized employees.
- 31.1.4 The Safety Committee for North Bay will represent both the NWSCC and NWSSC and will consist of one member from management and a union member from each department.
- 31.1.5 A Central Committee will consist of a union employee, non-union employee and a management representative. This Committee will be alternately chaired by the Union and the Company and will hold a quarterly teleconference and an annual meeting.

31.2 ARCTIC CLOTHING

- 31.2.1 The Company will make available such protective arctic clothing as is necessary to ensure the personal safety of its employees.
- 31.2.2 Bargaining unit employees will not fly unless they have been supplied with adequate gear for the weather conditions.

31.3 SAFETY FOOTWEAR ALLOWANCE

The Company will provide up to a maximum of \$175.00 per calendar year for the purchase of safety footwear. This will be paid as an expense and appropriate receipts must be provided.

31.4 FOOD AND ACCOMMODATION AT LRR'S

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

31.5 FOOD AND ACCOMMODATION AT SRR'S

In the event that overnighting is required at SRR locations, the Company will provide adequate temporary facilities (food and accommodations) at those

locations. It is not the Company's intention to overnight employees at SRR locations during winter months.

31.6 SUBSTANCE ABUSE

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

31.7 COLD WEATHER FLYING

31.7.1 LSS crews will be dispatched to the field at wind-chill factor up to -53°C . When wind-chill factor exceeds -53°C , the trip will not proceed.

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

ARTICLE 32

32. WORKPLACE HARASSMENT

- 32.1 It is the Local Union's and Nasittuq's objective to provide a working environment free from harassment.
- 32.2 The Union and the Company recognize that every employee has a right to freedom from harassment and violence in the workplace. This includes the application of force, threat with or without a weapon and verbal abuse.
- 32.3 Refer to Nasittuq's Company Policy, which may be amended from time to time at the discretion of the Company, in consultation with the Union. Every employee will be given a copy of the Nasittuq Company Policy.

ARTICLE 33

33. INDUSTRIAL RELATIONS COMMITTEE

- 33.1 The Company and the Union agree to establish a standing Industrial Relations Committee (IRC) which will convene as required.
- 33.2 The Committee will consider matters relating to technological change, employee relations and Collective Agreement issues, make recommendations and then effect changes, as appropriate after Union Membership and Sr. Management approval.
- 33.3 The Committee will normally consist of an equal number of representatives from the Company and the Union. Each of the parties will name its own representatives to the Committee.
- 33.4 The Company and Union will be responsible for their own costs to attend these meetings.

ARTICLE 34

34. PROBLEM SOLVING PROCESS

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

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

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

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

34.1 COMPLAINT PROCEDURE

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

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

Step 1

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

Step 2

1. The Employee and Steward shall present the formal Complaint Form, signed by the Employee and Chief Steward, to the Department Manager within (7) calendar days.

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

Step 3

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

34.2 GRIEVANCE PROCEDURE

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

34.3 ARBITRATION PROCEDURE

- 34.3.1 The Business Manager shall forward a letter of intent to proceed with arbitration, to the Company no later than fourteen (14) calendar days after the receipt of the final response to the grievance by the Operations Manager (or designee).

- 34.3.2 The parties will agree to a list of arbitrators for each geographical area to whom grievances may be referred. This list shall be reviewed at the mid-point of the Collective Agreement and may be amended by mutual agreement (see Appendix “A”). Each party will alternate in selecting an arbitrator to sit as a sole arbitrator or as a chair of the arbitration board from the appropriate list. In the event that the arbitrator selected by a party is unable to hear the grievance within ninety (90) days of the referral to arbitration, the party having made the selection may choose another arbitrator from the list.
- 34.3.3 All expenses incurred by and for the arbitrator shall be shared equally by each party. The cost of participation by either party, including witnesses, shall be borne by that party.

34.4 DISCIPLINE PROCEDURE

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

Step 1 – Memo for Record

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

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

Step 2 - Letter of Reprimand

Unacceptable behaviour is again noted by the immediate Supervisor or Manager and is brought to the attention of the Department Manager (Note: the immediate and Department Manager may be the same individual). The Department Manager, in the presence of the Steward, will present the Employee with a Letter

of Reprimand, which will outline the current behaviour and the previous discussion at Step 1, as well as the possible consequences of continued unacceptable behaviour. Additionally, copies of the Letter will be provided to the Operations Manager; Manager, HR; Business Manager; and, Chief Steward. After two (2) years from the date of the reprimand, with no subsequent incidents of unacceptable behaviour, the Letter of Reprimand will be removed from the employee's file.

Step 3 - Suspension

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

Step 4 - Dismissal

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

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

ARTICLE 35 - Not Used

AGREEMENT RENEWAL

The terms and conditions of this Collective Agreement shall take effect 01 April 2022 and shall continue in effect until 31 March 2029.

During December 2028, the parties shall identify and clarify issues to be discussed during the negotiating process.

It is expected that the problem-solving process implemented during the creation of this contract will be continued and that the process of negotiation a renewal Collective Agreement shall be accomplished using the mutual gains process taking account of the fact that the NWS contract is a firm fixed price contract.

Formal resolution of issues will begin no later than 01 January 2029 with the intent of concluding by 31 March 2029.

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

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

CONCILIATION

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

Single Arbitrator

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

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

Arbitration Board

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

- Nominee of the Company
- Nominee of the Union

who will jointly select a chairperson.

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

ARBITRATION PROCESS

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

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

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

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

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

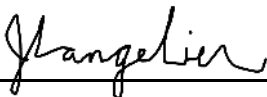
Signed this 19th day of July 2021.

Local 2228 of the International Brotherhood of Electrical Workers



Paul Cameron
Business Manager, Local 2228

Nasittuq Corporation



Jody Langelier
President

APPENDIX “A” LIST OF ARBITRATORS

ATLANTIC

KUTTNER, Thomas S.

THISTLE, W. Wayne

ONTARIO

BRAULT, Serge

BROWN, Richard M.

SWAN, Kenneth P.

PACIFIC

CHERTKOW, Mervin I.

HOPE, Allan

QUEBEC

FOISY, Claude H.

GRAVEL, Marc

ROUSSEAU, Andre

WESTERN

JOLIFFE, Thomas A. B.

JONES, David Phillip, Q.C.

NORMAN, Kenneth E.

EXPEDITED

KELLER, M. Brian