

**COLLECTIVE AGREEMENT**

**Between**

**NASITTUQ Corporation**

**and the**

**UNIFOR Local 2002**

**Effective June 1, 2021 – May 31, 2024**

Expiry Date: May 30, 2024

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**ARTICLE 1**  
**PURPOSE AND SCOPE OF AGREEMENT**

- 1.01 The purpose of this Agreement is to establish and maintain harmonious relationships between NASITTUQ CORPORATION, hereinafter referred to as the Company, UNIFOR, hereinafter referred to as the Union and the employees through the promotion of respect and excellence, and to set forth the terms and conditions of employment upon which agreement has been reached through collective bargaining.
- 1.02 The parties to this Agreement also share a desire to promote safety, quality, employee satisfaction and customer service so as to enhance the efficiency and productivity of the Company which operations in a northern remote location accessible by DND controlled approval only. In addition to Nasittuq rules and policies, employees are subject to the DND Code of Service Discipline under the authority of the base commander. Any issues relating to DND code of Service Discipline may be discussed at the joint committee meeting as per article 15.
- 1.03 As per CIRB certificate 10500-U, this collective agreement applies to “all employees of Nasittuq Corporation at CFS Alert Ellesmere Island, Nunavut, excluding Supervisors and those above.”

**ARTICLE 2**  
**INTERPRETATION AND DEFINITIONS**

- 2.01 For the purpose of this Agreement:

“Additional Duties” are De-Icing Aircraft and Fire Brigade activities.

"Allowance" means compensation payable for the performance of special or additional duties.

“Annual Hours Paid” are calculated by adding Scheduled Hours Worked (noon on Wednesday to noon on Wednesday 8 weeks later) + Scheduled Overtime multiplied by 1.5x (for those scheduled 48 hrs/wk) + Overtime Threshold multiplied by 1.5x + Scheduled Travel from/to Point of Assembly and Worksite.

“Annual Salary” is the calculation of the Hourly Rate (per Appendix B) multiplied by the Annual Hours Paid.

“Bargaining unit” means the employees of the Company that work for Nasittuq as described in the certificate issued by Canada Industrial Relations Board on 22 November 2013, deemed to be certified under the Canada Labour Code

“Code of Service Discipline” refers to the provisions of Part III of the National Defence Act that applies to all personnel present on the Alert Site.

“Company” means NASITTUQ as the Employer, and includes any person duly authorized to exercise the authority of NASITTUQ.

“CPMAO” is the Contract Program Management and Administration Office located in Belleville, ON. The Alert contract is managed from this location.

“Day” shall mean a calendar day unless otherwise specified in the Collective Agreement

"Day of rest" in relation to an employee means a day other than a general holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of his or her being on leave or absent from duty without permission.

“DND” means Department of National Defence, who has care, custody and control of the Alert site.

"Employee" means the UNIFOR members of this collective agreement.

“Hourly Rate” means the rate of pay for an hour of work exclusive of the northern living allowance, and is reflected in Appendix B.

“In-rotation” means the scheduled weeks of work during a rotation period.

“Lay-off” means the termination of an employee's employment because of lack of work or because of the discontinuance of a function.

"Leave of Absence" means authorized absence from duty by an employee during his or her regular or normal hours of work.

"Location" means the premises where an employee normally works.

"Membership dues" means the dues established pursuant to the constitution of the Union as the dues payable by its members as a consequence of their membership in the Union, and shall not include any initiation fee, insurance premium, or special levy.

“NLA” means the Northern Living Allowance that is provided in addition to the base regular pay for all regular hours worked up to 8 per day for hours worked in the Arctic.

“Offsite pay” is the pay that is accrued during an In -rotation and paid during an Out Rotation according to the provisions of Appendix A

“Out rotation” means the scheduled weeks offsite during a rotation period.

“Overtime” means any authorized hours worked in excess of Scheduled Hours.

“Overtime Threshold” is the guaranteed overtime hours, per position, that are included in Annual Hours Paid for the purposes of calculating the Annual Salary. These hours are included Annual Hours Paid at the rate of one and one half (1.5) times.

“Overtime Threshold Credits” as provided for in the Collective Agreement, shall be accumulated throughout the calendar year and will be applied towards the Overtime Threshold. This accumulation will continue until such time as the Overtime Threshold as per 19.03 has been met. Once the Overtime Threshold has been met, standard overtime rates of one and one half (1.5) times the Hourly Rate will apply, according to all terms and conditions of the collective agreement.

“Permanent employee” means an employee hired on an on-going basis for an indeterminate period.

“Point of Assembly” means the designated point of assembly and departure for employees to site shall be CFB Trenton Airport.

“Scheduled Hours” are those hours as scheduled by the Company per art 19, working either 40 or 48 hours per week per the employee’s individual employment contract.

“Scheduled Overtime” refers to the eight (8) hours scheduled per week for employees on a 48 hrs/week

“Scheduled Regular Hours” refers to the first forty (40) hours scheduled during the weeks of an employee’s In Rotation.

“Scheduled Travel Time” is the 24 hours of Travel Time per Scheduled Rotation for travel to/from Point of Assembly and Work Site.

“Standard Rotation” includes the Scheduled Regular Hours, Scheduled Overtime Hours (for 48-hour work week) and Scheduled Travel Time within a full rotation and will start on a Tuesday and end on a Thursday – see 1909.

“Station Commanding Officer” means the DND personnel in command of the station with the ultimate authority over all site activities.

“Station Standing Orders” means the DND rules and regulations of the Alert site. All personnel on site including Nasittuq employees must remain in compliance with the Station Standing Orders.

"Time and one-half" means one and one-half (1.5) times the hourly rate of pay as shown in Appendix “B”.

“Travel Time” refers to the time spent traveling between Point of Assembly and Work Site including remaining overnight enroute as determined by DND.

“Union” means UNIFOR.

- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the Canada Labour Code, have the same meaning as given to them in the Canada Labour Code.

### **ARTICLE 3 APPLICATION**

- 3.01 The provisions of this Agreement apply to the Union, the employees, and the Company.

### **ARTICLE 4 RECOGNITION**

- 4.01 The Company recognizes the Union as exclusive representative for all employees described in the certificate issued to UNIFOR by the Canada Industrial Labour Relations Board on 22 November 2013 and deemed to be a certificate of the Canada Industrial Relations Board.

### **ARTICLE 5 MANAGERIAL RIGHTS AND RESPONSIBILITIES**

- 5.01 The Company recognizes and agrees that its rights, powers and authority are abridged, delegated, granted or modified by virtue of the granting of certification, the Canada Labour Code and the provisions of this Collective Agreement.
- 5.02 For greater certainty, and taking account of the unique nature of the workplace, and the terms of the Ellesmere Island Commercial Support Contract Statement of Work, but without limiting the generality of 1.02 and 1.01, and where the actions of the Company are not inconsistent with any terms of the Collective Agreement, the Union agrees that the Company has the sole and exclusive right to:
- a) Operate and manage its affairs and facilities in all respects as it sees fit, including the right to hire, direct and schedule its work force;
  - b) Promote, classify, transfer and lay-off employees;
  - c) Discipline, demote, suspend and discharge employees for just cause;

- d) Determine job content; assign work; determine the standards of performance and quality of work and the qualifications of employees to perform work;
- e) Establish methods, processes and means of performing work;
- f) Make, establish, publish and enforce reasonable rules and regulation;
- g) Introduce new and improved methods, equipment and facilities;
- h) Purchase supplies, equipment, materials and services from any source acceptable to the Company;
- i) Determine the number of employees to be employed and the duties to be performed;
- j) Establish, expand, reduce, alter, consolidate or abolish any job classification or department; and,
- k) Discontinue, reorganize or combine departments or any branch or unit of operations, with any consequent reduction or other changes in the work force.

5.03 Management will not exercise its responsibilities in an arbitrary, discriminatory or bad faith manner.

5.04 In order to remain compliant with the Ellesmere Island Commercial Support Contract with the Department of National Defence, the parties acknowledge that all Nasittuq employees are subject to the Code of Service Discipline as required under Part III of the National Defence Act, R.S. 1985, c.N-5., and must comply with all orders and instructions of the Station Commanding Officer. Failure to do so may result in removal of the Nasittuq employee from CFS Alert site which may result in termination of employment for just cause. Also, the Station Commanding Officer holds the right to arbitrarily make decisions on employee status for reasons of misconduct against Station Standing Orders and code of conduct.

5.05 Nothing in this Article shall preclude the Union's right to file a grievance pursuant to Article 16.

## **ARTICLE 6 REPRESENTATIVES**

6.01 The Company acknowledges the right of the Union to appoint employees as Representatives.

- 6.02 The Union shall notify the Company promptly and in writing of the names of its Representatives. It is mutually understood that the Union may delegate this responsibility.
- 6.03 A Representative shall obtain the permission of his or her immediate supervisor before leaving his or her work to investigate with fellow employees complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Subject to operational requirements, such permission shall not be unreasonably withheld. Where practicable, the Representative shall report back to his or her supervisor before resuming his or her normal duties.
- 6.04 When an employee serves as a negotiation committee person while 'in rotation' or 'out rotation', he/she will not suffer loss of pay at his/her regular rate for all such hours while attending negotiation meetings.
- 6.05 During Collective Bargaining, the *Employer is responsible* for the cost of wages and production of the collective agreement. The Union agrees to share the cost of rooms equally with the employer.

## **ARTICLE 7**

### **NO DISCRIMINATION, HARASSMENT OR VIOLENCE**

- 7.01 The Employer and the Union recognizes and agrees that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of the representatives. It will be the right of employees to work in an environment free from harassment based on age, race, creed, national or ethnic origin, political or religious affiliation, sex, gender identity/expression, sexual orientation, marital status, same sex partnership status, physical disability, mental disability, conviction for which a pardon has been granted, or union membership, non-union membership or participation in the lawful activities for the union. The Company and the Union further agree that bullying shall be dealt with in a serious manner and treated with the same severity and level of concern as discrimination and harassment.
- 7.02 **Bullying and Harassment:**  
Bullying and harassment are often described as a course of comment or conduct that is known, or ought reasonably to be known, to be unwelcome. The unwelcome conduct causes an intimidating, threatening, or hostile work environment such that the victim's work performance is impaired, their relationships are negatively affected and their dignity is denied. Properly discharged management responsibilities such as the assignment of work tasks, employee coaching and progressive discipline are not considered bullying.



7.03 The Employer and the Union will not condone harassment in the workplace and will cooperate to maintain a harassment free workplace. Where deemed appropriate by the Employer, training will be provided which is appropriate to the concerns to be addressed. This training is complementary to the pre-deployment training on this subject.

7.04 **Complaint Resolution – Discrimination or Harassment:**

If an employee believes that he/she has been harassed and/or discriminated against on the basis of a prohibited ground of the discrimination, the employee may:

- (a) Tell the person involved as soon as possible how he/she feels and request that they stop the conduct found offensive.
  - i. The employee should also keep a written record of the incident(s), including dates, times, the nature of the behaviour and names of witnesses, if any.
- (b) If the employee feels uncomfortable approaching the accused respondent, or if the behaviour continues, they may bring the incident forming the basis of the complaint to the attention of the Employer by way of their immediate supervisor. If the Supervisor/Manager is the respondent or the employee is not satisfied with the Supervisor's response, the complaint should be forwarded with details to the Contract Program Manager or Nasittuq Human Resources.
- (c) The Supervisor or Manager will review the complaint with Nasittuq Human Resources and where warranted, an investigation will be conducted. Where appropriate the investigation will be a joint investigation including the Unifor Local 2002 Human Rights Coordinator. Any verbal complaint lodged with the Supervisor or Contract Program Manager should be confirmed in writing. The investigation procedure is outlined in the Employer policy on the subject.
- (d) Once an investigation has begun all individuals will be advised to refrain from discussing the complaint beyond with those involved as members of the investigation team (e.g. Human Resources or Manager and/or Unifor Local 2002 Human Rights Coordinator)
- (e) It is the intention of the Union and the Employer that, where practical, a joint investigation will begin within five (5) calendar days of the lodging of the written complaint and shall be completed within a reasonable timeframe after the complaint has been lodged. Progress throughout the investigation will be timely and effective.
- (f) All matters will be dealt with the utmost confidentiality.
- (g) Resolution (minus confidential detail) of the investigation will be communicated via letter to the complainant by the investigation team and at this time the investigation will be considered closed.

- (h) Any complaint not resolved through this process may be addressed by the Union or the complainant directly to the Employer, pursuant to the grievance procedure.
  - (i) Should the claim involve a non-bargaining unit employee, discipline, if any, shall not be subject to the grievance and arbitration procedure.
  - (j) Nothing herein shall prevent an employee from seeking redress under the Canadian Human Rights Act with respect to complaints of discrimination or harassment.
- 7.05 Use in this agreement of the masculine or feminine gender shall be construed as including both male and female employees.

## **ARTICLE 8**

### **USE OF COMPANY FACILITIES**

- 8.01 An accredited representative of the Union will be permitted access to the Company's premises in the Contract Program Management and Administration Office (CPMAO) to assist in the resolution of a complaint or grievance, and to attend meetings called by management. Such meetings shall not unduly interfere with the Company's operations. Permission to enter the premises shall, in each case, be obtained from the Company.
- 8.02 The Company will not unreasonably deny the Union permission to use the Company's premises for conducting meetings of their members where refusal to grant permission would make it difficult for the Union to convene a meeting, however DND has the ultimate authority. Such meetings shall not unduly interfere with the Company's operations and will occur after working hours of all staff participating only. The Union shall ensure the orderly and proper conduct of the members who attend such meetings and agrees to be responsible for leaving facilities in good order after use.
- 8.03 Notwithstanding any agreement that might be reached in consultation regarding the use of bulletin boards, the Company shall designate a bulletin board(s) in a suitable place(s) on the premises for the posting of Union material regarding meetings, elections, negotiations, Union policies and positions, and internal affairs of the Union. Posting of notices or other materials require the prior approval of the Company. Such approval shall not be unreasonably withheld.

**ARTICLE 9  
CHECK-OFF**

- 9.01 Subject to the provisions of this Article, the Company will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit.
- 9.02 The Union shall inform the Company in advance in writing of the authorized monthly deduction to be checked off for each employee.
- 9.03 For the purpose of applying clause 9.01, deductions from pay for each employee will be made in respect of each calendar month in which the employee receives ten (10) days pay and to the extent that earnings are available.
- 9.04 No employee organization other than the Union shall be permitted to have membership dues and/or other monies deducted by the Company from the pay of employees in the bargaining unit.
- 9.05 The amounts deducted in accordance with clause 16.01 shall be remitted to the designated official of the Union within thirty (30) days after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his or her behalf.

**ARTICLE 10  
SAFETY AND HEALTH**

- 10.01 The Company shall make reasonable provisions for the occupational safety and health of employees. The Company will welcome suggestions on the subject from the Company Joint Workplace Health and Safety Committee and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.
- 10.02 Both the Company and the Union jointly declare their intent to develop and maintain a safe workplace and agree that work practices shall be governed by the Canada Labour Code and Regulations made thereunder, as amended from time to time.
- 10.03 The Company will provide the use of Company-owned protective arctic clothing to ensure the personal safety of its employees. All arctic clothing must be returned upon termination of employment. The Company will dry clean Arctic Clothing twice (2) per year. Failure to return the arctic clothing will result in recovery payroll deductions.

- 10.04 Permanent employees will receive a Personal Protective Equipment Allowance up to a maximum of \$400 per calendar year for the purchase of Speciality Personal Protective Equipment including safety footwear. Direction for required appropriate Personal Protective Equipment for each position will be provided by the Company, based on position. Non-permanent employees will receive the Allowance as determined appropriate by the Company. The employee may purchase the Personal Protective Equipment and will be reimbursed up to the appropriate amount upon submitting the appropriate receipts.
- 10.05 The Health and Safety Committee shall discuss additions to the list below of PPE to be available at site.

Gloves
3 M Split Leather Work Gloves with Thinsulate Lining (or similar)
Cold Weather Work Glove (Bob Dale or similar)
Mechanix (Original)
Mechanix - Winter Impact Pro
Mechanix - Hi Viz
General Purpose gloves, unlined
Fitted Leather Palm Gloves
Gloves Anti-Vibration RD BLK 2XL
Mechanics Pad Palm and Rub Tip
Goggles
Highlander Grey Tinted w/Gasket and headband, or similar
Safety Goggles
Splash Goggles
Honeywell UVEX with Vermillion (Rose) Tinted Lenses (or similar)
Safety Glasses - Clear Indoor
Overboots
Ice Pick Overboots - NEOS unlined
ICERS Antiskid Detachable Safety Soles
Replacement Studs for ICERS Antiskid Soles (Part EL916)
Coveralls
Coveralls FR rated unlined
Coveralls Hi Viz unlined
Coveralls General Purpose unlined
Coveralls ARC Flash Level 2
Uniforms
Janitor Tops
Janitor Bottoms
Chef Jacket (red/black)
Chef Apron
Half Waist Apron
Chef Pants
Safety Vests
Safety Vest Yellow Class 2 Level 2
Safety Vest Yellow/Orange Class 2 Level 2
Safety Vest Orange Class 2 Level 2
Ear Defenders
Condor Cap Mount Ear Muffs
Miscellaneous
Keyed Locks w/2 keys each
Bump Cap (NONBC86BLSK)
Chin Straps, Helmet

**ARTICLE 11**  
**INFORMATION**

11.01 The Company will provide the Union with the following information on a quarterly basis pertaining to all employees in the bargaining unit:

- a) Employee's name
- b) Employee's contact information (email address / phone #)
- c) Position;
- d) Classification (group and level);
- e) Location;
- f) Status in position;
- g) Effective date;
- h) Current salary

11.02 The list in Article 11.01 may be amended upon agreement of the Company and the Union.

**ARTICLE 12**  
**LEAVE WITHOUT PAY FOR UNION BUSINESS**

12.01 Due to the nature of the operations, the Company and Union agree that matters that fall under the scope of this article will be handled during affected employees' scheduled out rotation:

- a) Canada Industrial Relations Board
- b) Witnesses
- c) Arbitration
- d) Preparatory contract negotiation meetings and contract negotiation meetings
- e) Meetings between the Union and the Company not otherwise specified in this article
- f) Union, conventions and executive committee meetings
- g) Representatives' training courses

#### **12.02 Election or Appointment to Full-Time Union Office**

- a) With at least 6 months' notice, a leave of absence without pay shall also be granted to an employee(s) as are elected or appointed to fulltime positions in the employ of the Union; leave under this Article must be expressly approved for renewable terms of three (3) years by Nasittuq but such approval and renewal shall not be unreasonably withheld. The name of an employee shall be continued on the seniority list while he/she is on such leave.
- b) The period of leave granted shall be counted as continuous service for the purpose of calculating severance pay, vacation leave and pay increments;
- c) Upon termination of his or her position with the Union, the employee shall be entitled to resume employment with the Company at a salary he or she was paid at the time of leaving, plus any increases granted in the interim, unless the position is no longer available in which case he/she shall be subject to layoff.

#### **12.03 Reimbursement by the Union**

An employee granted leave under clause 12.02 shall continue to receive his or her regular salary for the period of leave granted, subject to the Union reimbursing the Company for all associated costs.

### **ARTICLE 13 MAINTENANCE OF ACTIVITIES**

- 13.01 The Parties agree the supply of all services, the operation of all facilities and production of all goods used in providing the Company's services, at all times of the year, and are designated necessary to prevent an immediate and serious danger to the safety and health of the public.
- 13.02 The Company, the Union and the employees must continue the supply, operation and production (if any) described in paragraph 13.01 above, and there shall be no strike or lockout by the Union or the Company respectively with respect to any member of the bargaining unit represented by the Union, for this or any future period of time, unless and until the parties agree in writing to reinstatement of the rights referenced above in this paragraph, or until order of the Board altering or amending the order created by this agreement.

## **Dispute Resolution**

13.03 The Parties agree the level of services whose maintenance is required pursuant to Section 87.4 of the Code is such as to render ineffective the exercise of the right to strike or lockout by the parties.

13.04 With respect bargaining any collective agreement the Parties shall:

- a) Bargain in good faith in accordance with the provisions of the Code and make every reasonable effort to enter into a collective agreement;
- b) In the event either party determines that an impasse in collective bargaining has been reached either party shall have the right:
  - i) To request in writing a conciliation officer from the Federal Mediation and Conciliation Service be appointed to assist the parties to reach a collective agreement as required by Section 73(2) (a) of the Code. The Conciliator shall have 60 days from the date of the above request, or such shorter time period as the Conciliator determines, to assist the parties. The parties may agree to extend the period of assistance;
  - ii) After the earlier of 60 days or the Conciliator notifying the parties that no further assistance will be given, as referenced above, either party may refer all outstanding matters in the Collective Agreement to interest arbitration;
  - iii) To refer the outstanding matters to interest arbitration, the party doing so shall inform the other in writing setting out the items in dispute, and the parties shall have 21 days thereafter to agree to a sole interest arbitrator, and if appointed he will have powers to settle a collective agreement for them on the outstanding matters and with the powers of an arbitrator under Section 60 of the Code. Where the parties are unable to agree, the Minister of Labour shall appoint an arbitrator to settle the outstanding terms and conditions of the collective agreement between the parties, also with the powers of an arbitrator under Section 60 of the Code. The parties may agree to have the arbitrator sit as a mediator/arbitrator.
  - iv) In rendering his decision the Arbitrator shall take account of the fact that the contract that the Company has with the Crown, the "Ellesmere Island Commercial Support Contract," is a fixed price contract renewable on a competitive tender basis.

## **ARTICLE 14 TRAINING**

### **Determining Requirements**

- 14.01 The Company shall determine training requirements and arrange for training to be given, and shall provide employees with adequate training and instruction on equipment and procedures prior to their introduction, and refresher training where appropriate.
- 14.02 Employer will provide the Health and Safety Committee and the Union Management Committee ("the Committees") an updated training Matrix for all current employees who have been provided training by the Employer. The parties will add training as a standing agenda item for each of the Committees with the objective of reaching agreement on specific training to be provided. The Employer reserves the right to require a certain training to ensure that the employees have the training necessary to carry out their duties in safe manner.
- 14.03 When training is scheduled during an employee's out-rotation, the Company will make every reasonable effort to schedule the training either before the start of the in-rotation, or at the start of the out-rotation.
- i. In a situation that there would be more employees volunteering to attend the training than the class size allows, the selection of employees will be based on the seniority subject to rotational schedule availability.

## **ARTICLE 15 JOINT CONSULTATION & JOINT COMMITTEE MEETINGS**

### **Joint Consultation**

- 15.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.
- 15.02 Within five (5) days of notification of consultation served by either party, the Union shall notify the Company in writing of the representative authorized to act on behalf of the Union for consultation purposes.
- 15.03 Without prejudice to the position the Company or the Union may wish to talk in future about the desirability of having the subjects dealt with by provisions of Collective Agreements, the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties.



- 15.04 It is recognized that a subject suggested for discussion may not be within the authority or jurisdiction of either management or Union Representatives. In these circumstances, consultation may take place for the purpose of providing information, discussing the application of policies, or airing problems to promote understanding; but it is expressly understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to, or modify the terms of this agreement.
- 15.05 All meetings shall be held at a location and at a time determined by mutual agreement. All meetings will be held during participating employee's scheduled out rotation.
- 15.06 A designated representative of Union committees and management shall exchange written agendas for a meeting as early as possible prior to the effective date of the meeting.

#### **Joint Committee Meetings**

- 15.07 The Company and the Union agree to establish a standing Union Management Committee which will convene as required.
- 15.08 The Committee will consider matters relating to technological change, employee relations, health and safety and Collective Agreement issues and clarifications.
- 15.09 The Company and Union will be responsible for their own costs to attend these meetings.
- 15.10 The meetings will occur during the attending bargaining members' out-rotation, or via conference call, as deemed appropriate.

### **ARTICLE 16 GRIEVANCE AND ARBITRATION PROCEDURE**

#### **Complaint and Grievance**

- 16.01 For the purposes of this Agreement, a grievance or complaint is defined as a difference arising either between an Employee and the Company, or between the Company and the Union, relating to the interpretation, application, administration, or alleged violation of this Agreement, and shall include complaints arising under the Canadian Human Rights Act and the Canada Labour Code, as amended from time to time.
- 16.02 In order to resolve complaints and/or differences as quickly as possible, the Employee and/or a Union representative shall meet with their **supervisor** prior to

submitting a grievance in order to attempt to resolve the matter through discussion within 48 business hours. Where possible, such discussion shall be in person but may, when required to avoid work schedule disruption or travel cost, be held by conference call.

- 16.03 Where the matter remains unresolved, the grievor (or the Union in the case of a policy grievance) may file a grievance, in writing, with the **Contract Site Manager** within twenty-five (25) calendar days of becoming aware of the action or circumstances giving rise to the grievance.
- 16.04 Where more than four (4) employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing, identifying each Employee who is grieving and setting out the information required by Article 17.05.
- 16.05 A grievance shall identify the problem; the remedy sought; specify the provisions of the Agreement or statute alleged to have been violated and be signed by the grievor(s) or Company in the case of an Employer grievance.
- 16.06 Within fifteen (15) calendar days of receiving a grievance, the **Contract Site Manager** shall hold a grievance hearing. Where possible, the hearing shall be in person but may, when required to avoid work schedule disruption or travel cost, be held by conference call. The grievor shall have the right to Union representation at the grievance hearing. Before the grievance hearing there shall be a meeting between the Contract Site Manager and the Grievor. The Grievor shall have the right to Union representation at this meeting.
- 16.07 The **Contract Site Manager** shall deliver a decision in writing with respect to a grievance within fifteen (15) calendar days following the day of the grievance hearing.
- 16.08 If the Union does not accept the decision of the Contract Site Manager, the Union may, within fifteen (15) calendar days of the date of the decision of the Contract Site Manager, refer the grievance to the **Contract Program Manager** as the primary or **Recruiter/HR Generalist** as alternate who shall render a decision in writing within fifteen (15) calendar days of receipt grievance referral from the Union. There shall be a joint grievance hearing the **Contract Program Manager** as the primary or **Recruiter/HR Generalist** as the alternate and the Grievor. At this joint hearing, the Grievor shall have the right to Union representation.
- 16.09 Where the grievance is an Employer grievance, it shall be filed with the Union within fifteen (15) calendar days following the circumstances giving rise to the grievance. Within fifteen (15) calendar days of receiving a grievance, the Union shall hold a grievance hearing. Where possible, the hearing shall be in person but may, when required to avoid work schedule disruption or travel cost, be held by conference call. The Union shall notify the **Contract Program Manager** or

**Manager of Human Resources** of its decision, in writing within fifteen (15) calendar days following the day of the grievance hearing.

- 16.10 A grievance may be withdrawn at any time upon written notification to the other party.

#### **Arbitration**

- 16.11 Failing settlement under the grievance procedure a grievance filed in satisfaction of Article 16.05 may be submitted to arbitration to be heard by single arbitrator without nominees.
- 16.12 A written notice of intent to refer to arbitration must be received within twenty-five (25) calendar days of the party's decision, or within twenty-five (25) calendar days of the last day on which the decision should have been issued.
- 16.13 Upon receipt of notice that the matter is to proceed to arbitration, the parties shall endeavour to mutually agree on the selection of a sole arbitrator. If the parties are unable to reach agreement, then the referring party may apply to the Minister of Labour to appoint a sole arbitrator.
- 16.14 Each of the parties to the arbitration will bear the fees and expenses of the arbitrator equally.
- 16.15 Where appropriate the parties may, by mutual consent, agree to expedite the arbitration process. Expedited arbitration shall proceed by agreed statement of facts and shall require the arbitrator to deliver a decision orally at the conclusion of the hearing.
- 16.16 The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall have no jurisdiction to alter or amend the collective agreement.
- 16.17 Time limits set out in this article may be extended by mutual consent in writing. Any grievance not advanced in accordance with the time limits shall be deemed to be abandoned.

### **ARTICLE 17 DISCIPLINE**

#### **17.01 Discipline and Discharge**

Discipline and discharge may be imposed where just cause exists. Generally, discipline is intended to correct undesirable behaviour or conduct and, where appropriate, shall be progressive in nature. It is understood that progressive discipline will start with a non disciplinary letter of expectation.

## **17.02 Notification of Disciplinary Action**

The employee and the Union Representative shall be notified in writing of any disciplinary action, except an oral warning, taken against the employee by the Company.

## **17.03 Copy of Disciplinary Notice**

Where any disciplinary notice is placed on an employee's personnel file, a copy of such letter or note must be presented to the employee and to the Union Representative or sent by registered mail to their last known address

## **17.04 Interview and Representation**

### **a) Discipline or Termination**

Prior to any interview which might be the basis of disciplinary action, the employee will be informed of the date, time, location and purpose of the interview and their entitlement to have a Union representative of their choice in attendance. The unavailability of the Union representative of choice will not delay the meeting for more than forty-eight (48) hours from the time set for the meeting in the original notice to the employee. At the interview, the employee and the Union representative may make representations and ask questions concerning the events and circumstances. Requests for an earlier meeting date will be subject to mutual agreement. Such meetings and Union representation may be held by teleconference.

In cases of termination, employees will be provided a Union Steward and notification, where possible will be prior to leaving Alert.

### **b) Non-Disciplinary Demotion or Termination**

When an employee is required to attend a meeting, the purpose of which is to demote or terminate him or her for non-disciplinary reasons, he or she is entitled to have, at his or her request, a representative of the Union attend the meeting. The unavailability of the Union representative of choice will not delay the meeting for more than forty-eight (48) hours from the time of notification to the employee. Such meetings and Union representation may be held by teleconference.

## **17.05 Conflict of Interest**

It is agreed that where there is the possibility of a conflict of interest, the employee shall be afforded the opportunity to have his or her Union Representative meet with the Company to discuss the possible conflict of interest before a decision is given by the Company on the matter.

**ARTICLE 18  
EMPLOYEE FILES**

**18.01 Access to Employee Files**

Upon written request of an employee, the personnel file of that employee may be made available at least once per year for his or her examination in the presence of an authorized representative of the Company in the Contract Program Management and Administration Office (CPMAO) during office hours during the employee's transition to/from the work site.

**ARTICLE 19  
HOURS OF WORK AND OVERTIME**

**Hours of Work**

19.01 Where hours of work are scheduled for employees on a regular basis, they shall be scheduled so that employees:

- a) Work forty (40) hours or forty-eight (48) hours per week, as per their employment contract.

19.02 The Company reserves the right to modify work hours throughout the week to meet operational requirements.

**Overtime**

**19.03 Overtime Threshold**

Each employee will have an annual Overtime Threshold based on the employee's rotation. This represents the guaranteed overtime included in the employee's Annual Salary, per the chart below commencing the first pay period of each calendar year.

Rotation	Overtime Threshold
8x8	150
8x4	200
PP Tech (8x8)	75
PP Tech (8x4)	100

19.04 "Overtime" means any authorized hours worked in excess of Scheduled Hours (40 or 48 per week).

- i. For any overtime worked by a salaried employee who has not met their Overtime Threshold, those hours will be credited towards their Overtime Threshold.
- ii. For any overtime worked by a salaried employee who has met their Overtime Threshold, those hours will be paid at 1.5x their Hourly Rate.

19.05 Hourly employees will be paid for each hour worked up to forty (40) hours per week at the Hourly Rate. Any hours worked in excess of forty (40) per week will be paid at 1.5x their Hourly Rate.

#### 19.06 Calculating Annual Hours Paid

The Annual Hours Paid are calculated using the following formula (values provided in the table below).

Formula		Example: 8x8 – 48 hr/wk
Scheduled Regular Hours	1040	
+ Scheduled Overtime Hours	+ 312	
+ Scheduled Travel Time		+ 78
+ <u>Overtime Threshold</u>	+ <u>225</u>	
<b>= Annual Hours Paid</b>	<b>1655</b>	

Standard Rotation	Scheduled			Overtime Threshold	Annual Hours Paid
	Regular Hours	Overtime Hours	Travel Time		
8x8 – 40 hr/wk	1040		78	150 x 1.5 = 225	= <b>1343</b>
8x8 – 48 hr/wk	1040	208 x 1.5 = 312	78	150 x 1.5 = 225	= <b>1655</b>
8x4 – 40 hr/wk	1387		104	200 x 1.5 = 300	= <b>1791</b>
8x4 – 48 hr/wk	1387	277 x 1.5 = 415.5	104	200 x 1.5 = 300	= <b>2206.5</b>
8x8 – PP Tech*	1040	208 x 1.5 = 312	78	75 x 1.5 = 112.5	= <b>1542.5</b>
8x4 – PP Tech*	1387	277 x 1.5 = 415.5	104	100 x 1.5 = 150	= <b>2056.5</b>

*\*Note: Power Plant Technician is scheduled on a 48 hours per week basis.*

- i. Standard Rotation is the employee's rotation and weekly hours.
- ii. Scheduled Regular Hours is the forty (40) hours per week scheduled during the weeks of an employee's In Rotation.
- iii. Scheduled Overtime Hours is the eight (8) hours per week of overtime scheduled during the weeks of an employee's In Rotation (for 48 hour per week schedule).

- iv. Scheduled Travel Time is the 24 hours of Travel Time per Rotation for travel from/to Point of Assembly and Work Site multiplied by the number of rotations per year (3.25 for an 8x8 and 4.33 for an 8x4).

### **Assignment of Overtime Work**

19.07 Subject to operational requirements of the service, Nasittuq shall make every reasonable effort to allocate overtime work on an equitable basis among readily available qualified employees.

### **Rest Periods**

19.08 Nasittuq will provide two (2) fifteen (15) minute relief breaks and one (1) hour unpaid meal break at times that are subject to operational requirements.

### **Rotations**

19.09 Standard rotations are listed below:

8 x 4 – where 8 weeks is spent on site and 4 weeks is off site; travel occurs during the period off site

8 x 8 – where 8 weeks is spent on site and 8 weeks is off site; travel occurs during the period off site

4 x 8– where 4 weeks is spent on site and 8 weeks is off site; travel occurs during the period off site

Alternate rotations may be considered upon request and at the approval of Nasittuq in conjunction with all employees in a position.

A 6x6 rotation will be considered upon request and at the approval of Nasittuq in conjunction with all employees in a position upon award of the new Government Contract.

19.10 It is agreed that prior to any operationally scheduled events there will be a shift schedule jointly produced at least 7 days in advance to deal with working conditions that can be reasonably forecasted. It is understood that due to unforeseen conditions that these schedules may need to be altered.

**ARTICLE 20**  
**GENERAL HOLIDAYS**

20.01 Employees shall receive the following paid general holidays:

- a) New Year's Day
- b) Good Friday
- c) Easter Monday
- d) Victoria Day
- e) Canada Day
- f) Civic Holiday
- g) Labour Day
- h) The National Day for Truth and Reconciliation
- i) Thanksgiving Day
- j) Remembrance Day
- k) Christmas Day
- l) Boxing Day

20.02 For the purposes of this Article, the "General Holiday" shall be identified as the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this agreement.

20.03 Due to the continuous nature of the operation, Statutory Holidays may be a normal day of work for employees. If the employee is required to work on a Statutory Holiday:

- i. When an alternate substitute day off work is provided, the Company will pay the employee his or her regular wages for hours worked that day;

OR

- ii. When an alternate substitute day off work is not provided, the Company will pay the employee his or her regular wages for the Statutory Holiday plus overtime pay for the hours worked on the Statutory Holiday.

20.04 Hourly-paid employee working on statutory holiday shall be compensated, in addition to their normal rate of pay, time and one half (1.5) for all hours worked.



**ARTICLE 21  
VACATION PAY**

- 21.01 Permanent employees will receive vacation pay in lieu of time off of 6% of gross earnings on each pay. Vacation pay in lieu of time off will increase to 8% upon the start of an employee's 10<sup>th</sup> year of employment.
- 21.02 Term and casual employees will receive vacation pay in lieu of time-off of 6% of gross earnings on each pay.

**ARTICLE 22  
SICK LEAVE WITH PAY**

- 22.01 Permanent employees are eligible for seven (7) paid sick leave days with pay per calendar year.
- 22.02 Sick leave for new hires will be pro-rated accordingly. There is no annual carry over of sick leave. Sick leave will be administered in accordance with Nasittuq's Sick Leave Policy, as amended from time to time.
- 22.03 In a situation where the Unable to Deploy Policy applies, and the employee has exhausted their personal leave with pay policy (sick leave, bereavement leave, etc.) and the employee is medically cleared to return (illness) and/or confirms availability, the company will strive to secure the next available flight. If however, there is a gap between when the applicable leave policy entitlements are exhausted and the secured flight date the Company will match the employee's Off Site pay amount for up to eight (8) additional days.

**ARTICLE 23  
OTHER LEAVE WITH OR WITHOUT PAY**

**23.01 Bereavement Leave**

In the case of death in the immediate family, an employee shall be given time off with pay for up to a maximum of five (5) working days, excluding travel days between the point of assembly and Alert site. This leave is to allow the employee the ability to attend the funeral and/or to the details of death.

Immediate family is normally interpreted to include employee's spouse or common law partner; the employee's father and mother and the spouse or common-law partner of the father or mother; the employee's children and the children of the employee's spouse or common-law partner; the employee's grandchildren; the employee's brothers and sisters; the grandfather and grandmother of the employee; 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 any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

#### **23.02 Jury Duty**

As per current Nasittuq Policy, as amended from time to time.

#### **23.03 Maternity Leave**

As per current Nasittuq Policy, as amended from time to time.

#### **23.04 Parental Leave**

As per current Nasittuq Policy, as amended from time to time.

#### **23.05 Paid Education Leave**

The Employer agrees to pay into a special fund an amount of **\$1500** per year to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from the date of ratification.

Payments will be sent by the Employer to the following address:

**UNIFOR Paid Education Leave Program  
115 Gordon Baker Road  
Toronto ON M2H 0A8**

The Employer shall approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

### **ARTICLE 24 SENIORITY**

#### **24.01 Seniority**

Company seniority is defined as follows:

- a) Seniority is the continuous service of an employee with the Company from his or her last date of hire without a break in service.

- b) In the event of identical seniority dates, the order of seniority shall be determined by a random draw, the mechanics of which shall be determined by the parties at the time the situation arises.
- c) When two or more employees in the bargaining unit commence employment on the same day, seniority shall be established by placing the names of the concerned employees on paper in a container and then selected at random in the presence of the Company and Union Representative.
- d) It is understood that if a tie-breaking procedure is used, it will not have the effect of extending seniority of those employees

#### **24.02 Seniority Lists**

The seniority list shall identify the name and date of seniority of each employee. The list shall be revised on March 31<sup>st</sup> of each year by the Company and posted on bulletin boards in the work areas. A copy of the seniority list will be forwarded to the President of the Local Union one week prior to posting. Upon reasonable written request, the Company shall provide the Local Union with a revised seniority list.

An employee who feels that s/he is improperly placed on the seniority list may file a grievance in accordance with the grievance procedure of the collective agreement.

#### **24.03 Accumulation of Seniority**

An employee shall continue to accumulate seniority during:

- a) Absence due to industrial or non-industrial accident or illness;
- b) Paid leaves of absence provided for under the present Collective Agreement;
- c) Leave of absence for Union business;
- d) Maternity and parental leave;
- e) Unpaid authorized leave of absence.

In the case of paragraph (e), seniority shall only continue to accumulate for a maximum period of 12 consecutive months.

#### **24.04 Loss of Seniority**

Seniority shall be lost and employment shall cease if the employee:

- a) Is dismissed for just cause and is not reinstated by agreement of the parties or by virtue of an award by an arbitrator named under the Grievance and Arbitration procedure;
- b) Retires;
- c) Voluntarily resigns from the Company;
- d) Is laid off for a period of twenty-four (24) months for Full Time employees;
- e) Without notice, fails, without valid reason, to return to work from an authorized leave of absence;
- f) Is subject to lay-off and accepts in writing any severance which may have been offered to the employee.

## **ARTICLE 25 PROBATION PERIOD**

25.01 The employee, from the date of hire, shall be deemed a probationary employee until such time as the employee has completed 700 working hours.

Casual or term employees who have 6 months or more service with the Employer and who have subsequently obtained Full-Time permanent status will have their probationary period reduced to 350 hrs.

25.02 During the employee's probationary period, the Company shall have the absolute discretion to release such employee without the employee having recourse to the grievance and arbitration provisions of this agreement. The Company's discretion must be exercised in good faith and without discrimination. Notwithstanding the above, probationary employees' rights under the present Article shall be subject to the grievance and arbitration procedure.

25.03 During the period of probation, the employee will be provided with guidance from the Company to ensure that the employee understands his or her job duties and performance requirements.

25.04 An employee shall not acquire seniority until such time as he or she has successfully completed the probationary period provided for in the present Collective Agreement.

25.05 Once the probationary period is successfully completed, the employee's seniority shall be retroactive to the date the employee was hired.

**ARTICLE 26**  
**APPRENTICESHIP & DEVELOPMENT POSITIONS**

26.01 The intent and purpose of the Apprenticeship Program is to mentor and train Nunavut Land Claim Beneficiaries throughout the apprenticeship period to provide the Company with licensed tradespersons who will be qualified for entry level in their respective classifications. The Apprenticeship, Trades and Occupations Certification Act and pursuant regulations shall apply to all apprentices. A copy of the applicable regulations shall be supplied to each apprentice upon appointment.

26.02 The length of the apprenticeship shall be determined by the Nunavut Apprenticeship, Trade and Occupations Certifications Board, or the applicable board in another jurisdiction and will vary depending on the trade.

26.03 Apprentice rates will be based on a percentage of the journeyman rate:

Four (4) level apprenticeship program:

Level 1:	60%
Level 2:	70%
Level 3:	80%
Level 4:	90%

Three (3) level apprenticeship program:

Level 1:	70%
Level 2:	80%
Level 3:	90%

26.04 Apprentices will remain at the 90% until they are accepted for the next vacancy in their classification.

26.05 Pay levels will 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.

26.06 Journeyperson Trades will be expected to train the apprentices in the normal tradition of these trades.

26.07 An apprentice attending classes shall receive their regular base pay.

26.08 The Company will be responsible for reasonable costs 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.

- 26.09 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.
- 26.10 Apprentices are expected to attend classes. Absenteeism without a reasonable explanation will not be tolerated and may result in deduction of pay for the days absent and appropriate progressive discipline.
- 26.11 All required tools and equipment for apprentices will be provided.

#### **Non-Apprenticeship Development Program**

- 26.12 The intent of the Development Program is to mentor and train Nunavut Land Claim Beneficiaries in order to provide the Company with employees who will be qualified for positions in their respective classifications and be available to fill vacancies as they occur.
- 26.13 Employees in Non-Apprenticeship Development positions are expected to fully take part in operational activities in line with their training and with appropriate direction and supervision.
- 26.14 These employees will be expected to apply themselves to obtain all the qualifications required in the position. Failure to obtain the required qualifications in a reasonable timeframe as identified in the Employee Development Plan will be sufficient grounds for dismissal.
- 26.15 Development rates will be based on a percentage of the fully qualified rate:
- |          |     |
|----------|-----|
| Level 1: | 70% |
| Level 2: | 80% |
| Level 3: | 90% |
- 26.16 To determine the appropriate level for Development positions, the Company will review items such as:
- a) Existing skills and qualifications; and
  - b) Related job experience
- 26.17 Upon completion of their program, Development employees will remain at the 90% until they are accepted for the next vacancy in their classification.
- 26.18 In order to be fully qualified, the Development employee must attain the minimum qualifications as set out in the Statement of Work.
- 26.19 The Employer and the Union agree that mentorship and aid to all development and apprenticeship roles is an integral part of every employee's job description.

## **General Trades Intern**

- 26.20 Upon initial hire Nasittuq may place Inuit employees into the role of “General Trades Intern” which will mirror the pay rate of a “Janitor/Labourer” role. The General Trades Intern role is intended to provide exposure to new candidates the various trades and working environments of CFS Alert.

## **ARTICLE 27 PAY ADMINISTRATION**

- 27.01 Employees will be paid by direct deposit on a bi-weekly basis at the rate of pay to which he or she is entitled, as prescribed in Appendix “A”.
- 27.02 Where a pay increment and a pay revision are effective on the same date, the pay increment will be applied first and the resulting rate will be revised in accordance with the pay revision.
- 27.03 When an employee is assigned by the Company to assume a position and performs the duties of a higher classification level for at least four (4) consecutive working days, the employee will be paid at the higher rate for the duration of the assignment.
- 27.04 When an employee is assigned by the Company to assist in performing some of the duties of a position and performs some of the duties of a higher classification level:
- a) If the period of assignment is seven (7) consecutive working days or less, there will be no additional compensation.
  - b) If the period of assignment is greater than seven (7) consecutive working days, the employee will be placed on special assignment and will be compensated with a salary increase up to 5% of base salary, not to exceed the minimum rate for the position for which the employee is assuming duties.
  - c) If the period is known to be longer than seven (7) consecutive working days the salary increase will be applied on day 1. If the period is planned to be less than seven (7) consecutive working days, but unexpectedly last longer than seven (7) consecutive working days the salary increase will commence on day eight (8).
- 27.05 When an employee, through no fault of their own, has been overpaid, the Company will, before recovery action is implemented, advise the employee of its intention to recover the overpayment. Where the amount of overpayment is in

excess of fifty dollars (\$50.00), and where the employee demonstrates that the stated recovery action will create a hardship, arrangements will be made to limit recovery action to no more than ten per cent (10%) of the employee's pay each pay period until the entire amount is recovered.

## **ARTICLE 28**

### **PREMIUMS AND ALLOWANCES**

#### **28.01 Training**

When an employee attends training during off site, the employee will receive eight (8) hours per day paid at the Hourly Rate for each day of training up to 40 hours per week plus four (4) hours per day will be credited towards the employee's Overtime Threshold. Once the employee has met their Overtime Threshold, any hours attending training in excess of forty (40) hours per week will be paid at one and one half (1.5) times the Hourly Rate. In the situation where the scheduled Out Rotation is not maintained the employee's offsite pay will continue through the Training period.

#### **28.02 Northern Location Allowance**

- a) A tax free Northern Location Allowance (NLA) paid at a rate of \$3.50 per hour will be paid in addition to an employee's base salary or hourly rate while an employee is working on site. NLA is payable up to 8 hours per day. Any hours worked in excess of 8 per day will not receive NLA.
- b) NLA can only be paid for work being performed in the north.

#### **28.03 Lump Sum Notice of Resignation Payment**

If a **salaried** employee with a minimum of one year seniority provides written notice of resignation of his/her employment with the Company, provides at least 4 weeks **working** notice and completes their scheduled rotation, a lump sum payment of \$1000 will be paid with the last pay.

#### **28.04 Lead Hand Premium**

Management may temporarily assign a "Lead Hand" designation to an employee within a work group. A Lead Hand acts as a coordinator of existing work in the work group. An employee from within the appropriate work group will be selected on a voluntary basis. Due consideration will be given to an employee's ability, qualifications and seniority. When a Lead Hand has been temporarily assigned, the employee shall receive an additional 10% to his/her hourly rate of pay for all



hours worked for such assignment. The premium will be in effect during the length of the assignment only.

#### 28.05 **Voluntary Additional Duties Premium**

In recognition of training provided and attained, any employee who applies for and is selected to be part of the Fire Brigade and De-Icing Team Members shall be entitled to an additional duties premium such that their Hourly Rate will be increased by \$0.35 per hour for all hours worked as of June 1, 2021. Effective June 1, 2022 this additional duties premium shall be increased to \$0.40 per hour. The employee must maintain Fitness for Duty, Qualifications and be current to be entitled to this additional duties' premium.

### **ARTICLE 29**

#### **CALL-BACK AND REPORTING PAY**

29.01 If a **salaried** employee is called back to work and reports to work:

- a) Upon **early recall** from leave to site or upon the request of the Company to **delay** their normally scheduled out rotation (upon mutual agreement):
  - i. Each regular scheduled workday will be paid at 8 hours a day at the Hourly Rate for all regular hours up to 40 hours per week plus 4 additional hours per day will be credited towards the Overtime Threshold. Once the employee has met their Overtime Threshold, any hours worked in excess of the employees Scheduled Hours will be paid at one and one half (1.5) times the Hourly Rate.
  - ii. For those scheduled 48 hours per week, the credits in (i) above shall apply (4 per day). The 8 hours of Scheduled Overtime will be paid at 1.5x the Hourly Rate with no accrual.
  - iii. Any additional hours worked in excess of their Scheduled Hours will be credited towards the Overtime Threshold. When an employee exceeds their Overtime Threshold, any additional hours worked in excess of their Scheduled Hours will be paid at 1.5x the Hourly Rate.
  - iv. In the situation where the scheduled Out-Rotation is not maintained the employee's offsite pay will continue through the Call Back period.

Example 1 Employee works one day of Call Back, when below Overtime Threshold, the employee would be paid 8 hours at the Hourly Rate and credited 4 hours to the Overtime Threshold.

Example 2 Employee works one day of Call Back and 2 hours of overtime when below Overtime Threshold, the employee would be paid 8 hours at the Hourly Rate, credited 4 hours to the Overtime Threshold plus another 2 hrs credited to the Overtime Threshold.

Example 3 Employee works one day of Call Back and 2 hours of overtime and has met their Overtime Threshold, the employee would be paid 8 hours at the Hourly Rate, 2 hours Overtime paid at 1.5x the Hourly Rate.

29.02 If an **hourly** employee is called back to work and reports to work, they will be paid their normal rate of pay for all hours worked up to their regular scheduled hours per week. All hours worked in excess of the regular scheduled hours per week will be paid at an overtime rate of 1.5 times the Hourly Rate per hour.

## **ARTICLE 30 TRAVEL**

### **30.01 Travel To/From Designated Point of Assembly**

- a) **Salaried** employees will continue to receive their offsite pay while travelling to/from the point of assembly. No additional compensation is paid and no additional hours are accumulated.
- b) **Hourly** employees are not compensated for travel to the point of assembly.
- c) Travel to/from the point of assembly shall be booked and paid for by Nasittuq. Upon approval of the Company, employees using privately owned transportation shall be reimbursed in accordance with the Nasittuq Travel Policy.
- d) Accommodations at the point of assembly shall be booked and provided by Nasittuq.
- e) Per diems for day of arrival to/from point of assembly shall be paid in accordance to the Nasittuq Travel Policy

### **30.02 Travel To/From Point of Assembly and Alert Site**

- a) **Salaried** employees will be paid up to a maximum of 8 hours per day at the Hourly Rate while travelling between the point of assembly and Alert.
  - i. For Travel Time that occurs during Scheduled Rotation (Tuesday to Thursday 8 weeks later), those hours will be paid in accordance with Hours Worked as part of their normal schedule.
  - ii. For Travel Time that occur outside of the Scheduled Rotation (ie either before Tuesday or after Thursday 8 weeks later), those hours will be paid at the Hourly Rate plus 4 hours per day will be credited towards the Overtime Threshold. Once the employee has met their Overtime Threshold, any hours incurred for Travel Time in excess

of forty (40) hours per week will be paid at one and one half (1.5) times the Hourly Rate.

- b) **Hourly** employees will be compensated up to a maximum of 8 hours per day while travelling between the point of assembly and Alert.
- c) If an employee is required to work on the day of their travel in or out of Alert, and if the hours of work combined with the actual hours of the flight exceed 8 hours:
  - i) **Hourly** employees will be paid at an overtime rate of 1.5 times the Hourly Rate after they have attained 40 hours of work during the week.
  - i) **Salaried** employees' hours worked will be applied towards the Overtime Threshold. When the Overtime Threshold has been met, any hours worked in excess of their Scheduled Hours will be paid at an overtime rate of one and one half (1.5) times the Hourly Rate.

#### **30.04 Travel To/From Training**

- a) For Salaried employees attending training which is scheduled off site during their Scheduled **In Rotation**, those hours will be paid in accordance with the Hours Worked as part of their normal schedule.
- b) Where training is scheduled off site during an employee' scheduled **Out Rotation**, employees will be paid up to a maximum of 8 hours per day at the Hourly Rate, as outlined in Article 28.01, while travelling to and from the training site, to a maximum of 8 hours per day. In the situation where the scheduled Out Rotation is not maintained the employee's offsite pay will continue through the Training period.

### **ARTICLE 31 SEVERANCE PAY**

- 31.01 In the event of lay-off, an employee shall receive severance benefits as per Canada Labour Code entitlements.

### **ARTICLE 32 STATEMENT OF DUTIES**

- 32.01 Upon request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position.

**ARTICLE 33**  
**BENEFITS AND PENSION**

- 33.01 Eligible employees of this bargaining unit will belong to the Company Group Benefits and Pension plans.
- 33.02 The Company 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. Nasittuq agrees to notify the Union of any future changes as soon as known and willing to convey any Union concern relating to such changes to ATCO.

**ARTICLE 34**  
**OFFICIAL TEXTS AND PRINTING**

- 34.01 The size, format and numbers of copies of the Collective Agreement shall be agreed to by the Union and the Company within thirty (30) days of signing of this Agreement. Any costs associated with the printing shall be shared equally between the Union and the Company. Copies shall be distributed to all employees by the Company on-site via the shared network drive.

**ARTICLE 35**  
**TECHNOLOGICAL CHANGE**


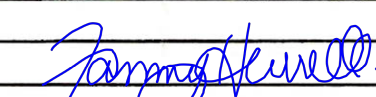
- 35.01 In the event of technological change as defined by the Canada Labour Code, the provisions of the Canada Labour Code shall apply.

**ARTICLE 36**  
**AGREEMENT DURATION AND REOPENER CLAUSE**

- 36.01 This Agreement may be amended by mutual consent in writing.
- 36.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is ratified and shall remain in effect until **May 31, 2024**.

DATED THIS 15 DAY OF FEB , 2022

ON BEHALF OF THE UNION: ON BEHALF OF THE COMPANY:

Michael Kennedy	Michael Kennedy
	
Denise Cochrane	Michael Kennedy

## APPENDIX A: COMPENSATION ADMINISTRATION

1. Employees are entitled to be paid compensation for work performed within the classification and position of which they are hired for.
2. Permanent 8x4 and 8x8 rotational employees are compensated on a **salaried** basis over 26 pay periods per year. Salaried compensation is inclusive of compensation for all scheduled hours of work, scheduled overtime, scheduled travel time, and the Guaranteed Overtime (as detailed in art 19).
  - a) Scheduled Travel Time will be paid out equally over 26 pay periods.
  - b) Guaranteed Overtime hours (included in the Annual Salary) will be paid out equally over 26 pay periods.
  - c) For 8x8 rotations (or equivalent alternate rotations), 50% of Hours Worked and Scheduled Overtime earnings will be accrued at time of occurrence and will be paid during offsite time.
  - d) For 8x4 rotations (or equivalent alternate rotations), 67% of these earnings will be paid while onsite and 33% will be paid during offsite time.
3. The Annual Salary is calculated by multiplying the Hourly Rate (per Appendix B) by the Annual Hours Paid.
4. Permanent 4x8 rotational and non-permanent employees are compensated on an **hourly** basis.
5. An additional \$3.50 NLA per hour for all hours worked will be added for all days worked in the Arctic to a maximum of 8 hours per day. If hours worked during on-rotation occur in the south, the NLA will not be paid for the period, as NLA can only be compensated for work performed in the Arctic.
6. New employees shall progress through the steps as follows, upon satisfactory performance assessment prior to each step: Step 1 upon new hire; Step 2 once have worked 700 hours; Step 3 once have worked 1000 hours.
7. To determine appropriate non-permanent compensation upon hire, the Company will review items such as:
  - a) Existing skills and qualifications
  - b) Related job experience
  - c) Market conditions for position
  - d) Requirements under Aboriginal Program as per Contract with DND
8. On June 1 of each year, compensation shall be adjusted based on the following:

- a) June 1 2021: 2.15% paid as lump sum within 30 days of ratification (with option for RRSP).
- b) June 1 2022: 2%
- c) June 1 2023: 2%

## APPENDIX B: RATES OF PAY

### ALERT UNIONIZED RATES OF PAY

\*\*\* \$3.50 NLA per regular hour worked to be added to salaries below for hours worked in the north.

**June 1, 2021 – May 31, 2022**

	Sched Hrs/wk	8x4 Rotation SALARIED			8x8 Rotation SALARIED			HOURLY RATE		
		Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Admin/Supply Asst	40	\$45,787.63	\$46,992.57	\$48,197.50	\$34,334.33	\$35,237.87	\$36,141.40	\$ 25.57	\$ 26.24	\$26.91
Boiler Mechanic	40	\$72,396.70	\$74,301.87	\$76,207.05	\$54,287.42	\$55,716.03	\$57,144.65	\$ 40.42	\$ 41.49	\$42.55
Bulk Fuel Assistant	40	\$55,646.80	\$57,111.19	\$58,575.58	\$41,727.33	\$42,825.42	\$43,923.51	\$ 31.07	\$ 31.89	\$32.71
Bulk Fuel Technician	40	\$76,565.25	\$78,580.13	\$80,595.00	\$57,413.25	\$58,924.13	\$60,435.00	\$ 42.75	\$ 43.88	\$45.00
Carpenter	40	\$72,396.70	\$74,301.87	\$76,207.05	\$54,287.42	\$55,716.03	\$57,144.65	\$ 40.42	\$ 41.49	\$42.55
Driver/HEO	40	\$67,704.36	\$69,486.05	\$71,267.74	\$50,768.82	\$52,104.84	\$53,440.86	\$ 37.80	\$ 38.80	\$39.79
Environmental Tech	40	\$65,732.39	\$67,462.18	\$69,191.98	\$49,290.11	\$50,587.22	\$51,884.33	\$ 36.70	\$ 37.67	\$38.63
Heavy Equipment Mech	40	\$72,396.70	\$74,301.87	\$76,207.05	\$54,287.42	\$55,716.03	\$57,144.65	\$ 40.42	\$ 41.49	\$42.55
Heavy Vehicle Tech	40	\$72,396.70	\$74,301.87	\$76,207.05	\$54,287.42	\$55,716.03	\$57,144.65	\$ 40.42	\$ 41.49	\$42.55
HV/FA Electrician	40	\$80,070.44	\$82,177.56	\$84,284.67	\$60,041.65	\$61,621.70	\$63,201.74	\$ 44.71	\$ 45.88	\$47.06
HVAC Tech	40	\$72,396.70	\$74,301.87	\$76,207.05	\$54,287.42	\$55,716.03	\$57,144.65	\$ 40.42	\$ 41.49	\$42.55
Plumber	40	\$72,396.70	\$74,301.87	\$76,207.05	\$54,287.42	\$55,716.03	\$57,144.65	\$ 40.42	\$ 41.49	\$42.55
Water/Sewer Tech	40	\$80,010.71	\$82,116.25	\$84,221.80	\$59,996.86	\$61,575.73	\$63,154.59	\$ 44.67	\$ 45.85	\$47.03
Cook	48	\$71,304.92	\$73,181.37	\$75,057.81	\$53,482.73	\$54,890.17	\$56,297.61	\$ 32.32	\$ 33.17	\$34.02
Cook's Assistant	48	\$47,610.43	\$48,863.34	\$50,116.24	\$35,710.52	\$36,650.27	\$37,590.02	\$ 21.58	\$ 22.15	\$22.71
First Cook	48	\$77,948.24	\$79,999.51	\$82,050.78	\$58,465.59	\$60,004.16	\$61,542.73	\$ 35.33	\$ 36.26	\$37.19
Janitor/Labourer	48	\$44,288.77	\$45,454.26	\$46,619.76	\$33,219.09	\$34,093.27	\$34,967.46	\$ 20.07	\$ 20.60	\$21.13
Power Plant Tech	48	\$83,705.32	\$85,908.09	\$88,110.86	\$62,784.08	\$64,436.29	\$66,088.50	\$ 40.70	\$ 41.77	\$42.85



## ALERT UNIONIZED RATES OF PAY

\*\*\* \$3.50 NLA per regular hour worked to be added to salaries below for hours worked in the north.

### June 1, 2022 – May 31, 2023 (2% INCREASE)

	Sched Hrs/wk	8x4 Rotation SALARIED			8x4 Rotation SALARIED			HOURLY RATE		
		Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Admin/Supply Asst	40	\$46,703.38	\$47,932.42	\$49,161.45	\$35,021.02	\$35,942.62	\$36,864.23	\$26.08	\$26.76	\$27.45
Boiler Mechanic	40	\$73,828.25	\$75,771.09	\$77,713.94	\$55,360.88	\$56,817.74	\$58,274.61	\$41.22	\$42.31	\$43.39
Bulk Fuel Assistant	40	\$56,759.74	\$58,253.42	\$59,747.09	\$42,561.88	\$43,681.93	\$44,801.98	\$31.69	\$32.53	\$33.36
Bulk Fuel Technician	40	\$77,441.63	\$79,479.57	\$81,517.51	\$58,070.42	\$59,598.58	\$61,126.75	\$43.24	\$44.38	\$45.52
Carpenter	40	\$73,828.25	\$75,771.09	\$77,713.94	\$55,360.88	\$56,817.74	\$58,274.61	\$41.22	\$42.31	\$43.39
Driver/HEO	40	\$69,058.44	\$70,875.77	\$72,693.10	\$51,784.19	\$53,146.94	\$54,509.68	\$38.56	\$39.57	\$40.59
Environmental Tech	40	\$67,047.03	\$68,811.43	\$70,575.82	\$50,275.92	\$51,598.97	\$52,922.02	\$37.44	\$38.42	\$39.41
Heavy Equipment Mech	40	\$73,828.25	\$75,771.09	\$77,713.94	\$55,360.88	\$56,817.74	\$58,274.61	\$41.22	\$42.31	\$43.39
Heavy Vehicle Tech	40	\$73,828.25	\$75,771.09	\$77,713.94	\$55,360.88	\$56,817.74	\$58,274.61	\$41.22	\$42.31	\$43.39
HV/FA Electrician	40	\$81,671.85	\$83,821.11	\$85,970.37	\$61,242.49	\$62,854.13	\$64,465.77	\$45.60	\$46.80	\$48.00
HVAC Tech	40	\$73,828.25	\$75,771.09	\$77,713.94	\$55,360.88	\$56,817.74	\$58,274.61	\$41.22	\$42.31	\$43.39
Plumber	40	\$73,828.25	\$75,771.09	\$77,713.94	\$55,360.88	\$56,817.74	\$58,274.61	\$41.22	\$42.31	\$43.39
Water/Sewer Tech	40	\$81,610.92	\$83,758.58	\$85,906.23	\$61,196.80	\$62,807.24	\$64,417.68	\$45.57	\$46.77	\$47.97
Cook	48	\$72,731.02	\$74,644.99	\$76,558.97	\$54,552.38	\$55,987.97	\$57,423.56	\$32.96	\$33.83	\$34.70
Cook's Assistant	48	\$48,562.64	\$49,840.60	\$51,118.57	\$36,424.73	\$37,383.27	\$38,341.82	\$22.01	\$22.59	\$23.17
First Cook	48	\$79,507.20	\$81,599.50	\$83,691.79	\$59,634.91	\$61,204.24	\$62,773.58	\$36.03	\$36.98	\$37.93
Janitor/Labourer	48	\$45,174.55	\$46,363.35	\$47,552.15	\$33,883.47	\$34,775.14	\$35,666.81	\$20.47	\$21.01	\$21.55
Power Plant Tech	48	\$85,379.42	\$87,626.25	\$89,873.08	\$64,039.76	\$65,725.01	\$67,410.27	\$41.52	\$42.61	\$43.70

### ALERT UNIONIZED RATES OF PAY

\*\*\* \$3.50 NLA per regular hour worked to be added to salaries below for hours worked in the north.

### June 1, 2023 – May 31, 2024 (2% INCREASE)

	Sched Hrs/wk	8x4 Rotation SALARIED			8x8 Rotation SALARIED			HOURLY RATE		
		Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Admin/Supply Asst	40	\$47,637.45	\$48,891.07	\$50,144.68	\$35,721.44	\$36,661.47	\$37,601.51	\$26.60	\$27.30	\$28.00
Boiler Mechanic	40	\$75,304.81	\$77,286.52	\$79,268.22	\$56,468.10	\$57,954.10	\$59,440.10	\$42.05	\$43.15	\$44.26
Bulk Fuel Assistant	40	\$57,894.93	\$59,418.48	\$60,942.04	\$43,413.12	\$44,555.57	\$45,698.02	\$32.33	\$33.18	\$34.03
Bulk Fuel Technician	40	\$78,990.47	\$81,069.16	\$83,147.86	\$59,231.82	\$60,790.56	\$62,349.29	\$44.10	\$45.26	\$46.43
Carpenter	40	\$75,304.81	\$77,286.52	\$79,268.22	\$56,468.10	\$57,954.10	\$59,440.10	\$42.05	\$43.15	\$44.26
Driver/HEO	40	\$70,439.61	\$72,293.29	\$74,146.96	\$52,819.88	\$54,209.87	\$55,599.87	\$39.33	\$40.36	\$41.40
Environmental Tech	40	\$68,387.97	\$70,187.66	\$71,987.34	\$51,281.43	\$52,630.95	\$53,980.46	\$38.18	\$39.19	\$40.19
Heavy Equipment Mech	40	\$75,304.81	\$77,286.52	\$79,268.22	\$56,468.10	\$57,954.10	\$59,440.10	\$42.05	\$43.15	\$44.26
Heavy Vehicle Tech	40	\$75,304.81	\$77,286.52	\$79,268.22	\$56,468.10	\$57,954.10	\$59,440.10	\$42.05	\$43.15	\$44.26
HV/FA Electrician	40	\$83,305.29	\$85,497.53	\$87,689.77	\$62,467.34	\$64,111.21	\$65,755.09	\$46.51	\$47.74	\$48.96
HVAC Tech	40	\$75,304.81	\$77,286.52	\$79,268.22	\$56,468.10	\$57,954.10	\$59,440.10	\$42.05	\$43.15	\$44.26
Plumber	40	\$75,304.81	\$77,286.52	\$79,268.22	\$56,468.10	\$57,954.10	\$59,440.10	\$42.05	\$43.15	\$44.26
Water/Sewer Tech	40	\$83,243.14	\$85,433.75	\$87,624.36	\$62,420.73	\$64,063.38	\$65,706.04	\$46.48	\$47.70	\$48.92
Cook	48	\$74,185.64	\$76,137.89	\$78,090.15	\$55,643.43	\$57,107.73	\$58,572.03	\$33.62	\$34.51	\$35.39
Cook's Assistant	48	\$49,533.89	\$50,837.41	\$52,140.94	\$37,153.22	\$38,130.94	\$39,108.66	\$22.45	\$23.04	\$23.63
First Cook	48	\$81,097.35	\$83,231.49	\$85,365.63	\$60,827.60	\$62,428.33	\$64,029.06	\$36.75	\$37.72	\$38.69
Janitor/Labourer	48	\$46,078.04	\$47,290.62	\$48,503.20	\$34,561.14	\$35,470.64	\$36,380.15	\$20.88	\$21.43	\$21.98
Power Plant Tech	48	\$87,087.01	\$89,378.77	\$91,670.54	\$65,320.55	\$67,039.51	\$68,758.48	\$42.35	\$43.46	\$44.58

## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN:**

**NASITTUQ Corporation**  
**(Hereinafter referred to as the “Employer”)**  
**And**  
**UNIFOR**  
**(Hereinafter referred to as the “Union”)**  
**EXPEDITED ARBITRATION PROCESS**

### **A. OVERVIEW**

The parties recognize that the constructive resolution of differences related to the interpretation, application, administration or alleged contravention of the Collective Agreement is to their advantage and to the benefit of the bargaining unit. The mediation/arbitration procedure is intended to afford both parties the opportunity to represent their interests and obtain prompt and practical results. Both parties agree that effective dispute resolution has the potential to not only strengthen the relationship between the Company and the Union, but also to contribute to employee satisfaction, productivity and safety in the workplace.

### **B. MEDIATION - ARBITRATION PROCESS**

Subject to a party’s election under Article 16 grievances not resolved at Stage 2 of the grievance procedure will be resolved in the following Mediation - Arbitration process: MEDIATION

1. The mediation process is confidential and without prejudice. Confidentiality relates to any submissions, offers and settlement discussions between the parties and their representatives in the mediation process. The mediator may not discuss outside the mediation process any information disclosed in the course of the mediation.
2. The mediation sessions are settlement negotiations and are inadmissible in any litigation. Neither party will require the mediator to testify or produce records or notes in any further proceedings. No transcript will be kept of the mediation.
3. Statements made and documents produced in the mediation session, and not otherwise discoverable, are not subject to disclosure through discovery or any other process and are not admissible into evidence for any purpose, including impeaching credibility.
4. The mediator may determine the process to be followed. The mediator may meet with the parties individually or collectively. He may ask for additional information or documents. He may disclose any information provided by either party to the other party unless specifically requested not to do so by the party making the disclosure.

5. Neither party will introduce as evidence in subsequent proceedings any views expressed or suggestions made by the other party with respect to any settlement, nor any submissions or admissions made by the other party in the course of the mediation or the fact that a party had indicated a willingness to accept a proposal or recommendation for settlement made by the mediator.
6. The mediation process is a voluntary process. It continues to be voluntary throughout. It may be terminated at any time by either party.
7. The mediator shall prepare, or facilitate the preparation of, a written memorandum outlining any settlement reached by the parties and the memorandum will be signed by the parties (unless it is agreed that the terms of settlement may be recorded in a letter from the mediator and confirmed by the parties). Any Settlements or Minutes of Settlement shall be without prejudice unless specifically agreed by the parties to be without prejudice.
8. The mediator is an independent, impartial professional, and is not an agent or employee of either party. The mediator has no investment in any particular result of the mediation and is not paid based on any mediated settlement. The fees of the mediator will be shared equally by the parties, unless otherwise agreed.

**C. ARBITRATION**

1. In the event that the mediation is not successful, the parties, by mutual agreement, may proceed immediately in accordance with the following process. The Mediator in section “D” above will be the Arbitrator. The parties and the Arbitrator shall agree upon the extent to which the evidence put forward during the mediation process should be considered evidence for purposes of the arbitration and such additional evidence (if any) is to be presented for purposes of the arbitration.
2. The Arbitrator shall apply the principles of natural justice and shall not be bound by the strict rules of evidence, but may receive any evidence submitted to him by the parties that the Arbitrator believes to be relevant to the matters in controversy or that will enable the Arbitrator to arrive at fair and proper decision. The Arbitrator shall have full power and authority to rule on any questions of law applying to the admission of evidence or determination of the issues. The Arbitrator shall have all the powers and authority as an arbitrator provided under the Canada Labour Code and the current collective agreement between the parties.
3. All presentations are to be short and concise. They will include a comprehensive opening statement.

4. The Arbitrator shall within ten (10) days after the close of the hearing deliver his decision, subject to any reasonable delay due to unforeseen circumstances. The decision shall be in writing and shall set forth the facts as found by the Arbitrator, apply the law and state the determination of the issues in dispute.
5. The decision shall be final and binding on the parties. The decision shall be enforceable in any court of competent jurisdiction and in the same manner as any other judgment of the said court.
6. The fees and expenses of the Arbitrator shall be borne equally by the parties unless otherwise agreed.

**D. MEDIATOR/ARBITRATOR**

The Union and Employer appoint Tom Hodges to serve as the sole mediator/arbitrator in this process. He may be replaced at any time by the written mutual agreement of the Union and Employer. If Tom Hodges or any replacement is unable to continue to serve as the sole mediator/arbitrator, the Union and Employer will attempt to agree on an alternate. If the parties do not reach an agreement each party will nominate a mediator/arbitrator. The nominees will serve on a rotating basis. The process for replacing any mediator/arbitrator must be completed within thirty (30) calendar days of the serving mediator/arbitrator's removal.