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NOMBRE D'EMPLOYÉS	150

Collective Agreement

between
The **Government of the**
Northwest Territories
and
The Union of Northern Workers

with respect to
Northwest Territories
Power Corporation

NORTHWEST TERRITORIES
POWER
CORPORATION

Expires March 31, 1994

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ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01 The purpose of this agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by the agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.

ARTICLE 2

- 2.01 For the purpose of this agreement

- (a) "Alliance" means the Public Service Alliance of Canada,
- (b) "Union" means Union of Northern Workers,
- (c) "Employer" means the Government of the Northwest Territories as represented by the Minister of Personnel or his/her designate.
- (d) "President" means President, Northwest Territories Power Corporation.
- (e) "Corporation" means Northwest Territories Power Corporation.
- (f) "Continuous Employment" and "Continuous Service"
 - (i) means uninterrupted employment with the Northern Canada Power Commission and with the Government of the Northwest Territories; and "Continuous Employment" and "Continuous Service" includes prior service in the Public Service of the Government of Canada providing an employee was recruited or transferred from the above Public Service prior to June 20, 1972, or providing he/she was recruited or transferred within three (3) months of terminating such previous employment with such Government; except as provided in Section 35 of the Public Service Act or where a function of the Federal Government is transferred to the Northwest Territories Government.

- (ii) **With reference to reappointment** of a lay-off, **means** employment in the **position** held at the time of the lay-off, and employment in the **position** to which **he/she** is appointed shall constitute **continuous** employment provided the lay-off **occurred subsequent** to 1st April, 1970.
- (g) **"Common-Law Spouse"** A Common Law relationship exists when for a **continuous period** of at least one year, an employee has lived **with** that person, publicly **represented** that person to **be their spouse**, and lives and **intends** to continue to live with that person as if the person were *their spouse*.
- (h) **"Discharge"** means **the termination** of employment for any **reason other** than:
- (i) the **employee's abandoning** his/her position;
 - (ii) **the termination** of **service arising** from the death of the employee;
 - (iii) **the termination** of **service occasioned** by the voluntary retirement or **resignation of** an employee;
 - (iv) *the termination* of **service occasioned** by the lay-off of an employee.
- (i) Rates of pay:
- (i) **"bi-weekly rate of pay"** means an employee's annual **salary divided by 26.088;**
 - (ii) **"weekly rate of pay"** means an employee's annual salary divided by **52.176;**
 - (iii) **"hourly rate of pay"** means an employee's daily rate of pay divided by his/her regularly **scheduled daily hours of work;**
 - (iv) **"daily rate"** means an employee's hourly rate of pay times his/her normal number of hours worked **per day.**
- (j) **"day of rest"** in relation to an employee means a day **other than a holiday on which that employee is not** ordinarily required to perform the duties of his/her position other than by **reason of being on leave of absence.**
- (k) **"employee"** means a person who is a member of **the bargaining unit** and who is an **employee under the Northwest Territories Power Corporation Act.**

- (l) "Holiday" means:
- (i) in the case of a shift that does not commence and end on the same day, the twenty-four hour period commencing from the time at which the shift commenced on a day designated a holiday in this Agreement;
 - (ii) in any other case, the twenty-four hour period commencing at 12:01 am on a day designated as a paid holiday in this Agreement.
- (m) "Lay-off" means an employee whose employment has been terminated because of lack of work or because of the discontinuance of a function.
- (n) "Leave of absence" means permission to be absent from duty.
- (o) "Membership fees" means the fees established pursuant to the by-laws of the Union as the fees payable by the members of the bargaining unit, and shall not include an initiation fee, insurance premium, or special levy.
- (p) "Position" means an aggregation of duties, tasks and responsibilities requiring the services of one employee.
- (q) "Representative" means an employee who has been elected or appointed as an area steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (r) "May" shall be regarded as permissive.
- (s) "Shall" and "will" are imperative.
- (t) "dependant" means:
- (a) Spouse of an employee who is residing with the employee;
 - (b) any child of the employee who:
 - i) is attending school or is a student at some other institution and is under the age of 21;
 - ii) is under 21 years of age and dependant upon the employee for support or;
 - iii) is 21 years of age and dependant upon the employee by means of mental or physical infirmity.

- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement:
- (a) if defined in the Public Service Act or in the Regulations made thereunder, or in the Northwest Territories Union of Northern Workers Act, have the same meaning as given to them in those Acts, and
 - (b) if defined in the Interpretation Act, but not defined in the Acts mentioned in paragraph (a), have the same meaning as given to them in the Interpretation Act.
- 2.03 "Headquarters" when modified by the word "employee's" means the settlement in which the employee's position is located. In other context, it may refer to the Area Headquarters or the Corporate Headquarters in Hay River.

ARTICLE 3

APPLICATION

- 3.01 The provisions of this Agreement apply to *the* Union, the employees and the Employer.
- 3.02 It is agreed that supervisors shall not, subject to operational requirements, perform the work of non-supervisory employees.

ARTICLE 4

RESERVE

ARTICLE 5

FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

- 5.01 In the event that any law passed by Parliament, or the Northwest Territories Legislative Assembly renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Agreement shall be re-opened at the request of either party and the negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision.

ARTICLE 6

- 6.01 Except as specifically provided herein, nothing in this Agreement shall limit the Employer in the exercise of its function of management under which it shall have, among other things, the right to direct the working force to the end that the Employer's customers will be well and efficiently served.

ARTICLE 7

RECOGNITION

- 7.01 The Employer recognizes the Union as the exclusive bargaining agent for the employees to whom this Agreement applies.

7.02 **Discrimination**

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of age, sex, race, creed, colour, national origin, political or religious affiliation, marital status, conviction for an offense for which a pardon has been granted, nor by reason of Union membership or activity.

ARTICLE 8

APPOINTMENT OF STEWARDS

- 8.01 The Employer acknowledges the right of the Union to appoint employees as Stewards.
- 8.02 The Employer and the Union shall determine the number of Stewards and the jurisdiction of each Steward having regard to the Plan of Organization, the distribution of employees at each work place and the administrative structure implied by the grievance procedure. The Union shall notify the Employer in writing of the names of its Stewards and their area of jurisdiction.
- 8.03 The Employer shall not discriminate in any way against a member of the bargaining unit who has been appointed a Steward.

ARTICLE 9

TIME OFF FOR STEWARDS

- 9.01 A Steward *shall* obtain the permission of his/her immediate supervisor before leaving work to investigate complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. On resuming normal duties, the Steward shall notify his/her supervisor, where practicable.
- 9.02 Pursuant to the above clause, the Steward shall be granted time off with pay during his/her regularly scheduled hours of work.

ARTICLE 10

CHECKOFF

- 10.01 Effective the first of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of membership dues from the pay of all employees to whom this Agreement applies.
- 10.02 The Union shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee, defined in Clause 10.01.
- 10.03 For the purpose of applying Clause 10.01, deductions from pay for each employee in respect of each month will start with the first full month of employment to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any month to permit deductions, the Employer shall not be obligated to make such deduction from subsequent salary.
- 10.04 No employee organization, other than the Union, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees to whom this Agreement applies.
- 10.05 The amounts deducted in accordance with Clause 10.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his/her behalf.
- 10.06 The Employer agrees to continue the practice of making deductions for other purposes on the basis of production of appropriate documentation.

- 10.07 **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.**
- 10.08 **The Union agrees to furnish the Employer with a supply of Union membership application cards. The Employer agrees to provide each new employee with a Union membership application card.**

ARTICLE 11

INFORMATION

- 11.01 **The Employer agrees to supply each employee with a copy of the Collective Agreement. The Employer shall provide a copy of the new Collective Agreement to each employee within six (6) weeks of the date of signing.**
- 11.02 **The Employer agrees to supply the Union each quarter, and the appropriate Local within seven (7) days, with the name, geographic location and classification of each new employee.**
- 11.03 **The Employer shall provide bulletin boards for the use of the Union at sites to be determined by the Employer and the Union.**
- 11.04 **The Employer shall furnish prospective employees with a comprehensive information brochure in regard to terms and conditions of employment prior to hiring.**

ARTICLE 12

DESCRIPTION OF DUTIES

- 12.01 **The Employer agrees to provide and retain on file an accurate position description for every position.**
- 12.02 **Within thirty (30) calendar days of receipt of a written request from an employee, the Employer shall provide to the employee a statement containing the duties and responsibilities assigned for the position held by the employee.**

ARTICLE 13

TIME OFF FOR UNION BUSINESS

13.01 Arbitration Hearings (Disputes)

(a) **Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Union before an arbitration hearing;**

(b) **Employee Called as a Witness**

The Employer will grant leave with pay to an employee called as a witness before an arbitration hearing and where operational requirements permit, leave with pay to an employee called as a witness by the Union.

13.02 Arbitration Hearings (Grievance)

(a) **The Employer will grant leave with pay to an employee who is a party to the grievance which is before an Arbitration Board.**

(b) **Employee Who Acts as a Representative**

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

(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 to the grievance.

13.03 Contract Negotiations Meetings

Upon reasonable notification, the Employer will grant leave with pay for six (6) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations for the renewal of this Agreement.

13.04 Preparatory Contract Negotiations Meetings

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory negotiations meetings.

13.05 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 Union.

13.06 Employee Organization Executive Council Meetings, Congress and Conventions

Where operational requirements permit, the Employer will grant reasonable leave without pay to a reasonable number of employees to attend Executive Council Meetings and Conventions of the Union, the Canadian Labour Congress and the Northwest Territories Federation of Labour.

13.07 Representatives Training Course

Where operational requirements permit, the Employer will grant reasonable leave without pay to employees who exercise the authority of a representative on behalf of the Union to undertake training related to the duties of a representative.

13.08 Time Off for Representatives

- (a) A representative shall obtain the permission of his/her immediate supervisor before leaving work to investigate a grievance, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably denied.**
- (b) The representative shall make every reasonable effort to report back to his/her supervisor before resuming normal duties.**
- (c) Where an employee and his/her representative are involved in the process of a grievance, they shall be granted time off with pay.**

13.09 The Employer Will Grant Leave without Pay for Two (2) Employees:

- (a) To participate as delegates to constitutional conferences or other similar forums mandated by territorial legislation; and**
- (b) To present briefs to Unions, boards and hearings that are mandated by territorial legislation or the Federal Government and whose area of interest is of concern to organized labour.**

13.10 Leave for Elected Officers

- (a) (i) Employees elected as **President, 1st Vice-President, 2nd Vice-President and Regional Vice-Presidents** of the Union shall be **granted leave of absence** for the term of office. **During the leave of absence** such employees shall maintain all accumulated rights and benefits to which they **are entitled under** the Collective Agreement.
- (ii) Upon **reasonable** notification, the Employer shall **grant leave without pay to a Union representative seconded** for a **minimum period** of one week to **serve as President of the union on a temporary basis.**
- (b) The Employer shall **continue to pay** such employees their applicable **salary** in accordance with **the terms of the Collective Agreement.** Upon invoice by the Employer the **Union shall reimburse** the Employer for the **amounts so paid.**
- (c) The benefits of any **group plan** shall **be extended** to such employees and the **Union will reimburse the** Employer for any costs involved.
- (d) Such employees **shall be** entitled to an **increment each year** of their leave of absence in **accordance** with Appendix A.
- (e) Such employees **shall advise the Employer as soon as possible when an extension of the leave of absence is** applicable due to **re-election.**
- (f) Upon **termination of their leave of absence** such employees *shall* be offered as a **minimum** the position they held with the Employer in the same work site and community before they **commenced the leave of absence.** When such employees wish to invoke this clause of the Collective Agreement they shall provide the Employer with a **three (3) month notice of their intent to do so.**
- (g) **Notwithstanding article 13.10(f),** the Employer may make an offer of employment to such **employees** to a position inside the bargaining unit **should** such employees bid on a competition and be the successful candidate.

13.11 Upon **reasonable** notification, the Employer will **grant leave without pay to allow the Public Service Alliance of Canada National Director of the Northern Region to perform his/her duties.**

13.12 Interim Action Pending Decision

When the status of leave granted by the Employer cannot be determined until an **arbitrator has given his/her decision,** leave of absence with pay shall be granted pending **final determination of the appropriate leave status.**

13.13 The Employer shall grant **time off** with pay to:

- (a) **An** employee who is party to a **staffing or** classification appeal.
- (b) **An** employee who **represents an** employee who is party to a **staffing appeal**.
- (c) Up to **two (2)** employees who are delegated to represent the **Union** in a **staffing or classification** appeal proceeding.

13.14 The Employer agrees that leave pursuant to **this Article will not** be unreasonably **denied**.

ARTICLE 14

LEAVE - GENERAL

- 14.01 When the employment of an employee who has been granted more vacation or **sick** leave with pay than he/she has earned **is terminated** by death, **the** employee is considered to have earned that **amount** of leave with pay.
- 14.02 **When the employment of an employee who has been granted more vacation, or sick** leave with pay **than** he/she has **earned** is **terminated** by lay-off, he/she **shall** be considered to have earned that **amount of** leave with pay.
- 14.03 If at the **end** of a **fiscal year**, an employee's entitlement to vacation leave with pay includes a **fractional entitlement** of less or more **than one half (1/2)** day, the **entitlement shall be increased to the nearest half (1/2) day**.
- 14.04 **The amount** of leave with pay credited to an employee by **the Employer** at the time when **this Agreement is signed or** at the time when he/she becomes subject to **this Agreement**, shall be retained by **the** employee.
- 14.05 **On the written request of an** employee, the Employer **shall inform** him/her of the balance of **his/her** vacation and **sick leave credits**.

ARTICLE 15

VACATION LEAVE

15.01 An **employee** who has **earned** at least **ten (10)** days pay in a calendar month shall earn vacation leave **credits** for that month at the **rate** of:

- (a) **one and one-quarter (1 1/4)** days per month (equivalent of three (3) **weeks** per year) if he/she has completed **less** than two (2) years of continuous employment;
- (b) **one and two thirds (1 2/3)** days per month (equivalent of four (4) **weeks** per year) if he/she has completed two (2) years of **continuous** employment;
- (c) **two and one twelfth (2 1/12)** days per month (equivalent of five (5) **weeks** per year) if he/she has completed ten (10) or **more** years of continuous employment;
- (d) **two and one half (2 1/2)** days per month (equivalent of six (6) **weeks** per year) if he/she has completed eighteen (18) or **more** years of continuous **service**.

15.02 Granting of Vacation Leave

In granting vacation leave with pay to an employee, the Employer shall, subject to unforeseen emergencies or unusual operational requirements of a temporary nature, make every reasonable effort:

- (a) not to recall an employee to duty after he/she has proceeded to vacation leave;
- (b)
 - (i) To grant the employee vacation leave during the period requested, providing the employee completed the appropriate vacation leave application form and submitted it to the Employer;
 - (ii) to grant employees their vacation preference and in situations where two (2) or more employees express a preference for the same period of vacation leave, length of service will prevail. If an employee applies to change the date of his/her initial vacation leave request after it has been approved, and such request conflicts with a leave request of another employee, length of service will no longer be the determining factor in granting the amended leave application.
- (c) to reply, as soon as possible in writing, to an employee's written vacation request but in any event not later than two (2) weeks from the date of receipt;

- (d) (i) where in any fiscal year an employee has not been *granted* all of the **vacation leave** credited to **him/her**, the unused portion of **vacation** leave shall be carried over into the **following fiscal year**;
- (ii) unused **vacation credits** in excess of thirty **(30)** days as of **March 31** of **each fiscal year** shall be liquidated in **cash** during the first pay period of May. Such **cash** payment will be based on the employee's current straight time rate;
- (e) **Once vacation leave** has been authorized by the Employer, subject to the **foregoing, the Employer** shall not alter or cancel the leave without **first notifying** the employee of the reason. **Where the Employer has altered** or cancelled the employee's vacation leave, the Employer will give reasonable **consideration** to alternatives **suggested** by the employee. If the Employer still decides to **alter** or cancel previously **approved** vacation leave, the Employer shall make **every reasonable** effort to **reschedule** the employa's vacation leave in accordance with the request.

15.03 An employee is **entitled** to vacation leave with pay to the **extent of his/her earned credits**, but an employee who has completed **six (6)** months of continuous employment may **receive an advance of credits** equivalent to the **anticipated** credits for the duration of the **fiscal year**.

15.04 If, while on vacation leave, an employee is granted any other **type** of authorized leave or a "**designated paid**" holiday, **he/she shall** be granted such other leave as applicable and the vacation leave credits shall be adjusted accordingly.

15.05 Leave When Employment Terminates

On termination, an **employee** or his/her **estate shall** be paid cash for any vacation leave **credits outstanding**, based on his/her daily **rate** of pay immediately prior to termination.

15.06 Notwithstanding Clause 15.05, an employee **whose** employment is terminated by reason of a declaration that he/she has abandoned his/her position is entitled to receive **payment referred** to in **Clause 15.05**, if **he/she** requests it within **six (6)** months following the **date** upon which the employment is terminated.

15.07 Recall to Duty From Vacation Leave

Where, during any period of vacation leave, an employee is recalled to duty, he/she shall be reimbursed, for reasonable expenses in accordance with the Travel Policy cited in Appendix B, as normally defined by the Employa, that he/she incurs:

- (a) in proceeding to his/her place of duty;
- (b) in returning to the place from which he/she was recalled if he/she resumes the vacation upon completing the assignment for which he/she was recalled;
- (c) expenses respecting any non-refundable monies incurred by the employee.

15.08 The employee shall not be considered as being on vacation leave during any period in respect of which he/she is entitled, under Clause 15.07 to be reimbursed for reasonable expenses incurred by him/her.

15.09 An employee whose period of vacation leave has been authorized but is subsequently altered or denied by the Employer shall be reimbursed all non-refundable expenses which wen forfeited as a result by substantiating the claims with the appropriate evidence. In addition to the above reimbursement, the Employer shall pick up any reasonable additional costs which may be incurred by the employee (who had not proceeded on his/her scheduled vacation leave due the cancelation by the Employer) provided the employee submits appropriate evidence of increased costs for proceeding on re-authorized vacation leave for the same journey. The employee shall retain the right to apply this re-authorized benefit at the employee's discretion at any time without the interference or denial of future benefits.

ARTICLE 16

DESIGNATED PAID HOLIDAYS

16.01 Subject to **Clause 16.02**, the following shall be **designated paid** holidays for employees:

- (a) **New Year's Day**
- (b) **Good Friday**
- (c) **Easter Monday**
- (d) The day **fixed** by **proclamation** of the **Governor-in-Council** for **celebration** of the **Sovereign's Birthday**
- (e) **Canada Day**
- (f) **Labour Day**
- (g) The day **fixed** by **Order** of the **Government** of the Northwest Territories as a **general day of Thanksgiving**
- (h) **Remembrance Day**
- (i) **Christmas Day**
- (j) **Boxing Day**
- (k) One additional day in each year that, **in the opinion** of the **Employer**, is **recognized** to be a provincial or civic holiday in the area in which the employee is employed or, in any area **when**, in the **opinion** of the **Employer**, no such day is **recognized** as a provincial or civic holiday, **the first Monday in August** and
- (l) Any day **proclaimed** by an **Act** of Parliament as a national holiday **other** than a designated paid holiday mentioned **above** shall be **proclaimed** as a designated paid **holiday**.

16.02 **No** employee is entitled to be paid for a **designated paid** holiday on which he/she does not work when he/she is **not entitled** to wages for at least fifteen (15) days during the **thirty (30) calendar days** preceding the holiday.

16.03 **When** a day **designated** as a **paid** holiday under **Clause 16.01** **coincides** with an employee's day **of rest**, the holiday **shall** be **moved** to the employee's first **scheduled** working day following the day of **rest**.

16.04 When a day **designated** as a paid holiday for an employee is moved to another day under the provisions of **Clause 16.03**:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest; and
- (b) work performed by an employee on the day to which the holiday was moved shall be considered as work performed on a holiday.

16.05 Compensation for Work on a Holiday

- (a) where an employee works on a holiday he/she shall be paid:
 - (i) compensation for all hours worked on the holiday at the rate of two (2) times his/her regular rate of pay for all hours worked, in addition to the pay that he/she would normally have been granted had he/she not worked on the holiday, or;
 - (ii) where the employee so requests compensation for all hours worked on the holiday at the rate of two (2) times his/her regular rate of pay for all hours worked, in addition to a day of leave with pay at a later date in lieu of the holiday.
- (b) Subject to operational requirements, lieu days will be granted at a time requested by an employee including days continuous to the employee's vacation leave.
- (c) Unused lieu days in excess of six (9 days as of March 31 of each fiscal year shall be liquidated in cash during the first pay period in May. Such cash payment will be based on the employee's current straight time rate.

16.06 AU regularly scheduled hours worked by employees between 1600 hours (4:00 pm) and 2400 hours (midnight) on December 24 and December 31 will be paid at the rate of two (2) times the employee's regular rate of pay.

ARTICLE 17

SPECIAL ALLOWANCES FOR LEAVE

- 17.01 (a) The Employer shall reimburse an employee proceeding on annual leave the travel expenses for himself/herself and his/her dependants in the amount equal to the return travelling expenses that would have been incurred if the journey had been by air (family fare where available) to and from the nearest point of departure. Probationary employees must complete six (6) months continuous service before becoming eligible for a travel allowance, and a further six (6) months service before becoming eligible for a second travel allowance.
- (b) An employee who wishes to claim his/her travel allowance, will complete an initial travel application and forward it to the Department of Personnel.
- (c) Only those employees serving at locations in Appendix E shall be entitled to a second journey per fiscal year. All other eligible employees shall be entitled to reimbursement for a single journey per fiscal year.
- (d) If an employee is entitled to two (2) travel allowances per year, a cheque for the second travel allowance will automatically be processed six (6) months after the first travel allowance. If employees entitled to two (2) allowances have not applied for their first allowance by September 30, a cheque will be issued to the employee for the amount entitled.
- (e) If an employee is required to defer annual leave for a reason beyond his/her control but his/her dependants proceed on a journey (that would have been deferred) the Employer shall reimburse the employee the travelling expenses for the dependants that would have been incurred if the journey had been by air to and from the nearest point of departure.
- 17.02 For the purpose of the Agreement, "point of departure" shall mean Edmonton, Winnipeg, Montreal and Ottawa.
- 17.03 The Employer shall pay, in addition to expenses referred to in the foregoing sections, reasonable expenses incurred for meals and accommodation where an employee and/or his/her dependants proceed on annual leave and are unavoidably delayed en route between his/her place of residence within his/her headquarters area and the nearest point of departure, where no provision to pay such expenses is made by commercial airlines servicing the North.

17.04 "Travelling expenses" referred to in this Article means transportation expenses, together with actual and reasonable expenses incurred for accommodation, meals and gratuities en route. Such expenses shall be paid in accordance with provisions of the Employer's travel policy.

17.05 Travel Time

- (a) Notwithstanding the provisions of Sections 15.01 and 15.02 of this Agreement, when an employee leaves his/her headquarters on leave of absence with pay and the period of time required for the journey from or to his/her headquarters is prolonged by commercial transportation delays beyond his/her control, the Employer shall grant to the employee travel time not exceeding four (4) days in respect of any one (1) period of absence.
- (b) Travel time granted to the employee pursuant to subsection (a) shall not be charged against the employee's leave credits but for the purposes of this Agreement such time shall be deemed to be part of the relevant period of leave to which the employee is entitled.
- (c) An employee who proceeds on annual leave and travels between his/her headquarters and the nearest point of departure shall be granted one (1) day travel leave with pay each way in accordance with allowable journeys under Clause 17.02. Where an employee can substantiate to the Employer, in writing and in advance of taking a journey pursuant to Clause 17.02, that travel time in excess of one (1) day is required to travel from the employee's headquarters to his/her nearest point of departure, special consideration may be granted by the Employer up to a maximum of one (1) additional travel time day for those allowable journeys under 17.02.

ARTICLE 18

SPECIAL LEAVE

18.01 Marriage Leave

After the completion of one year's continuous employment, an employee who gives the Employer at least ten (10) working days notice, shall be granted special leave with pay of five days, for the purpose of getting married.

18.02 Bereavement Leave

For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse, child, stepchild, or ward of the employee, father-in-law, mother-in-law, grandparent, grandchild, and a relative permanently residing in the employee's household or with whom the employee resides permanently.

- (a) Where a member of his/her immediate family dies, an employee shall be granted special leave with pay for a period of up to five (5) days and in addition may be granted up to three (3) days special leave for the purpose of travel. Such special leave shall not be unreasonably ~~Wed~~.
- (b) An employee shall be granted special leave with pay, up to a maximum of one (1) day, in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, or sister-in-law. The one (1) day may be increased to two (2) days if necessary for the employee to attend the funeral. Such leave shall not be unreasonably denied.
- (c) When an employee is on duty for Corporation business and a death occurs in the family, the Employer shall make every reasonable effort to ensure that the employee is returned to his/her headquarters within twenty four (24) hours of the death.

18.03 Leave for Other Reasons

An employee shall be granted special leave with pay to write an examination in a course of study that is, in the opinion of the Employer, directly related to his/her duties.

18.04 Discretionary Leave

At the discretion of the Employer, special leave with pay may be granted to a maximum of six (6) days per year to an employee when circumstances not directly attributable to the employee prevent reporting for duty. Such leave shall not be unreasonably withheld and shall include leave in the following circumstances:

- (a) serious household or domestic emergencies;
- (b) a general transportation tie up or where no transportation is available due to weather if the employee makes every effort to report for duty;
- (c) serious community emergencies, where an employee is required to render service.

18.05 Leave for Birth or Adoption of a Child

An employee shall be granted special leave with pay of one (1) working day on the occasion of the birth of his/her child. This leave may be divided into two parts and taken on separate days. Under special circumstances the Employer may extend this period to a maximum of three (3) working days.

ARTICLE 19

SICK LEAVE

19.01 Credits

An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which he/she receives pay for at least ten (10) days.

19.02 Granting of Sick Leave

An employee is eligible for sick leave with pay when unable to perform his/her duties because of illness or injury, provided that:

- (a) he/she satisfied the Employer of this condition in such a manner and at such time as may be determined by the Employer; and
- (b) he/she has the necessary sick leave credits.

19.03 A statement signed by the employee stating that because of illness or injury he/she was unable to perform his/her duties shall, when delivered to the Employer, be considered as meeting the requirements of 19.02 (a):

- (a) if the period of leave requested does not exceed three (3) days; and
- (b) if, in the current fiscal year, the employee has not been granted more than nine (9) days sick leave wholly on the basis of statements signed by him/her.

19.04 An employee is not eligible for sick leave with pay during any period while on leave of absence without pay or under suspension.

19.05 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of Clause 19.02, sick leave with pay, may, at the discretion of the Employer, be granted:

- (a) for a period of up to thirty-five (35) work days if he/she is awaiting a decision on an application for injury-on-duty; or
- (b) for a period of up to twenty-five (25) working days if he/she has not submitted an application for injury-on-duty, subject to the deduction of such advanced leave from any sick leave credits subsequently earned or from his/her remuneration on termination, except as provided in Clauses 14.01 or 14.02.

19.06 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

19.07 Travel Expenses - Illness of Employee or Dependant

- (a) If an employee or a dependant makes a journey from the employee's place of employment to secure medical or dental treatment, including orthodontic for dependants 18 years or younger, the travelling expenses incurred shall be paid by the Employer provided that the payment shall not exceed the amount of the return travel expenses to the point of departure including the cost of ground transportation from the air terminal to the treatment centre at the point of departure or to the nearest place where adequate medical or dental treatment could be obtained, whichever would result in the lesser expense.
- (b)
 - (i) If it is necessary and at the request of a qualified medical or dental practitioner that the employee or dependant be accompanied on the journey by an escort, the Employer shall, reimburse the expenses referred to, in subsection (a).
 - (ii) If it is necessary and at the request of a qualified medical or dental practitioner that the employee or a dependant be accompanied on the journey by a member of the immediate family, the Employer shall in addition to the expenses referred to in subsection (a) compensate the travel expenses of such person to a maximum of ten (10) consecutive days.
 - (iii) Escorts or members of the immediate family will be granted travel expenses under this provision for orthodontic treatment.
 - (iv) Escorts or members of the immediate family will not be granted travel expenses under this provision for elective medical treatment.

- (c) (i) "Travel expenses" referred to in subsection (a) shall, for the purpose of this Agreement, be reimbursed based on the transportation, accommodation, meal and incidental rates as identified in Appendix B of the Collective Agreement.
- (ii) The allowable meal allowances for dependants are as follows:
 - (a) employee's dependants ten (10) years of age or over receive the daily allowance but no incidentals;
 - (b) employee's dependants under ten (10) years of age receive one-half of the daily allowance but no incidentals;
 - (c) where it is necessary that the spouse or child travels alone, the spouse or child will receive the incidental allowance.
- (d) No payment will be made pursuant to this Section unless the claim for travel expenses is supported by certification on such form as provided by the Employer by a qualified medical or dental practitioner that treatment was urgently required and could not be provided by facilities or services available at the place of employment of the employee concerned.
- (e) In the case of employees or their dependants receiving specialized treatment as outpatients at a recognized medical or dental treatment centre, travel expenses shall be paid to a maximum of ten (10) consecutive days.

19.08 An employee who is required to travel outside his/her place of employment in order to secure medical or dental treatment, under the provisions of Clause 19.07, may, with the approval of the Employer, be granted additional leave with pay for the purposes of travelling. Such additional leave granted by the Employer is not to exceed the lesser of two (2) days or the actual time required to travel return between the employee's place of employment and the medical or dental treatment centre and is not to be charged against the employee's sick leave credits.

19.09 It is agreed that psychiatric treatment shall be included under the provisions of Clause 19.07 and Clause 19.08 of the Agreement.

ARTICLE 20

OTHER TYPES OF LEAVE AND PAID TIME OFF

20.01 court Leave

Leave of absence with pay shall be given to every employee other than an employee on leave of absence without pay, or under suspension, who is required:

- (a) to serve on a jury; or
- (b) by subpoena or summons to attend as a witness in any proceedings held:
 - (i) in or under the authority of a court of justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate or coroner;
 - (iii) before the Senate or House of Commons of Canada or a Committee of the Senate or House of Commons otherwise than in the performance of the duties of his/her position;
 - (iv) before the Legislative Council, Legislative Assembly or House of Assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
 - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

When such leave of absence with pay is granted for shift workers, it shall cover the twenty-four (24) hour period during which the prescribed duty is performed.

20.02 Injury-on-Duty Leave

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by a provincial or territorial Workers' Compensation Board that he/she is unable to perform his/her duties because of:

- (a) personal injury accidentally received in the performance of his/her duties, and not caused by the employee's wilful misconduct;
- (b) sickness resulting from the nature of his/her employment, or;

- (c) **over exposure to radioactivity or other hazardous conditions in the course of employment, if the employee agrees to pay to the Employer any amount received by him/her for loss of wages in settlement of any claim he/she may have in respect of such injury, sickness or exposure.**

Notwithstanding the foregoing Section, the Employer may grant injury-on-duty leave in the case of an employee where a provincial or territorial Workers' Compensation Board has ruled against the claim.

20.03 Other ~~Leave With~~ Pay

The Employer may **grant leave with pay for purposes other than those specified in this Agreement, including military or civil defence training, and emergencies affecting the community or place of work.**

20.04 ~~Leave without~~ Pay

The Employer may **grant leave without pay for any purpose, including enrolment in the Canadian Armed Forces and election to full-time municipal office.**

20.05 Paid Time Off

Every employee **who is a qualified elector shall, for the purpose of voting in a federal, provincial, territorial or municipal election, be excused from duty for a period specified in the appropriate legislation to vote during the time the polls are open.**

20.06 The Employer agrees to continue the past practice:

- (a) **of granting reasonable time off for an employee to undergo an examination for a Public Service position;**
- (b) **of excusing an employee from duty for up to two (2) hours in any one (1) day to attend to such personal matters as medical and dental appointments; and**
- (c) **of excusing an employee from duty for the reasonable time required to donate blood.**

20.07 Rest Periods

The Employer shall **schedule two (2) rest periods of fifteen (15) minutes each, one (1) in the first half (1/2) and one (1) in the second half (1/2) of each shift,**

20.08 Time Away From Headquarters

- (a) **The Employer will make every reasonable effort to restrict travel outside the employee's headquarters that requires absence from home beyond a period which includes two (2) consecutive weekends.**
- (b) **An employee who is required to perform work outside of his/her headquarters area and is unable to return to his/her normal work location for a period in excess of two (2) consecutive weeks shall be granted one (1) day of leave with pay for each consecutive two (2) week period in the field. This leave shall be taken within one (1) week from the date of return. An employee on such leave may be placed on standby for which he/she will receive the additional standby pay.**

20.09 (A) Maternity Leave

- (a) (i) **'An employee who becomes pregnant shall notify the Employer at least fifteen (15) weeks prior to the expected date of the termination of her pregnancy and, subject to section (ii) of this Clause, shall, eleven (11) weeks before the expected date of the termination of her pregnancy be granted leave without pay for a period ending not later than twenty-six (26) weeks after the date of the termination of her pregnancy.**
- (ii) **The Employer may:**
 - (1) **upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than twenty-six (26) weeks after the date of the termination of her pregnancy;**
 - (2) **grant maternity leave without pay to an employee to commence earlier than eleven (11) weeks before the expected termination of her pregnancy;**
 - (3) **where maternity leave Without pay is requested, require an employee to submit a medical certificate certifying pregnancy.**
- (iii) **Leave granted under this Clause. shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay.**

- (b) (i) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to section 30, Unemployment Insurance Act, 1971, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.
 - (ii) An applicant under this provision shall sign an agreement with the Employer providing:
 - (1) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
 - (2) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.
 - (iii) Should the employee fail to return to work as per the provisions of this provision the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance.
- (c) In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- (i) effective April 1, 1986 up to a maximum of seventeen (17) weeks payments equivalent to ninety-three percent (93%) of her weekly rate of pay.
 - (ii) (1) for a full-time employee the weekly rate of pay referred to in this provision shall be the weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment on the day immediately preceding the commencement of the maternity leave;
 - (2) for a part time employee the weekly rate of pay referred to in this provision shall be the pro-rated weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment averaged over the six (6) month period of continuous employment immediately preceding the commencement of the maternity leave.

- (d) Further, when a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the fetus, the Employer will either change those working conditions where that is reasonable within operational requirements or allow the employa to take leave of absence without pay for the duration of her

(B) Child Care Leave

- (a) Either parent can qualify for child care leave without pay for a period not to exceed twenty-four (24) weeks.
- (b) Authorized child Care Leave will commence following maternity leave or coincidental with custody of a newborn or newly adopted child. If the twenty-four (24) week leave is shared by the parents, it must be taken in a consecutive and not concurrent time period.
- (c) Employees returning from Child Care Leave will be placed in their former position or another position at a comparable level.

(C) Request for Leave

Initial Request for Leave

- (a) Requests for maternity leave and/or child care leave must be submitted in writing four (4) weeks prior to the commencement of leave.
- (b) Appropriate leave application forms must be completed and forwarded to the employee's immediate supervisor. A medical certificate will be required and the certificate must provide the expected date of delivery.

(D) Authorization

Extensions may be granted upon submission of acceptable medical certificates but approval of any variance from policy rests with the Employer.

(E) Return to Duty

- (a) Within a two (2) month period following the date of delivery notice in writing identifying an intention to return to work must be received by the Employer. Failure to provide such notice may result in termination of employment.

(b) Supervisors must be given at least four (4) weeks notice of intended date of return.

(F) **Benefits During Leave**

(a) Employees returning to work from maternity leave or child care leave retain service credits accumulated prior to taking leave.

(b) If employees elect to maintain coverage for medical, group life and other benefits, the Employer will pay both portions of these premiums. The Employer will recover monies paid on behalf of the employee share of premiums when the employee returns to work or terminates.

(c) Illness arising due to pregnancy during employment and prior to this leave of absence may be charged to normal sick leave days.

20.10 *Adoption Leave Without Pay*

(a) An employee who intends to request adoption leave shall make every reasonable effort to provide reasonable notice to the Employer, but in any event shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been drawn. Upon application the employee shall be granted adoption leave without pay of up to twenty-six (26) weeks commencing on the date of the acceptance of custody of the adopted child who is below the age of majority.

(b) Leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purposes of calculating severance pay.

(c) (i) After completion of six (6) months of continuous employment, an employee who provides the Employer with proof that he/she has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 32, Unemployment Insurance Act, 1971, shall be paid adoption leave allowance in accordance with the Supplementary Unemployment Benefit Plan.

(ii) An applicant under 20.10(c)(i) shall sign an agreement with the Employer providing:

(a) that he/she will return to work and remain in the Employer's employ for a period of at least six (6) months after his/her return to work;

- (b) that he/she will return to work on the date of expiry of his/her adoption leave unless this date is modified with the Employer's consent.
- (iii) Should the employee fail to return to work, as per the provisions of Clause 20.10(c)(ii), except by reason of death, disability, or lay-off, the employee recognizes that he/she is indebted to the Employer for the amount received as an adoption leave allowance. Should the employee not return for the full six month period, the employee's indebtedness shall be reduced on a prorated basis according to the number of months he/she received pay.
- (d) In respect of the period of adoption leave, payments made according to the Supplementary Unemployment Benefits Plan will consist of the following:
- (i) up to a maximum of seventeen (17) weeks payments equivalent to ninety-three percent (93%) of his/her weekly rate of pay;
- (ii) (a) for a full-time employee the weekly rate of pay referred to in Clause 20.10(d)(i) shall be the weekly rate of pay to which he/she is entitled for the classification prescribed in his/her certificate of appointment on the day immediately preceding the commencement of the adoption leave;
- (b) for a part-time employee the weekly rate of pay referred to in Clause 20.10(d)(i) shall be the prorated weekly rate of pay to which he/she is entitled for the classification prescribed in his/her certificate of appointment averaged over the six month period of continuous employment immediately preceding the commencement of adoption leave.
- (e) Adoption leave utilized by an employee-couple in conjunction with the adoption of a child shall not exceed a total of twenty-six (26) weeks for both employees combined.
- (f) Where an employee satisfies the Employer that such leave is required, such leave will not be unreasonably withheld.

ARTICLE 21

SEVERANCE PAY

21.01 Lay-off

An employee who has one (1) year or more of continuous employment and who is laid off is entitled to be paid severance pay at the time of the lay-off.

21.02 In the case of an employee who is laid off for the first time following the signing of this Agreement, the amount of severance pay shall be two (2) weeks pay for each of the first and second complete years of continuous service and one (1) weeks pay for each succeeding complete year of continuous ~~time~~. The total amount of severance pay paid under this Clause shall not exceed twenty-eight (28) weeks of pay.

21.03 In the case of an employee who is laid off for a second or subsequent time following the signing of this Agreement, the amount of severance pay shall be two (2) weeks pay for each completed year of continuous employment less any period in respect of which he/she was granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Employer, but the total amount of severance pay which may be paid under this Clause shall not exceed twenty seven (27) weeks pay,

21.04 Resignation

An employee who has four (4) or more years continuous employment is entitled to be paid on resignation severance pay equal to the amount obtained by multiplying half of his/her weekly rate of pay on resignation by the number of completed years of his/her continuous employment to a maximum of 26 years less any period in respect of which he/she was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave by the Employer or any part of the Public Service as defined in the Public Service Act.

21.05 Retirement

On termination of employment, an employee who is entitled to an immediate annuity or who has reached the age of fifty-five (55) and is entitled to an immediate annual allowance under the Public Service Superannuation Act shall be paid severance pay equal to the product obtained by multiplying his/her weekly rate of pay on termination of employment by the number of completed years of his/her continuous employment to a maximum of twenty-eight (28), less any period in respect of which he/she was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave by the Employer (or any other part of the Public Service as defined in the Public Service Act).

ARTICLE 22

HOURS OF WORK AND OVERTIME

22.01 Hours of Work

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

- (a) on weekly basis, work forty (40) hours and five (5) days a week Monday through Friday; and
- (b) on daily basis, work eight (8) consecutive hours a day from 0800 hours (8 am) to 1700 hours (5 pm) exclusive of a lunch period.

22.02 When because of the operational requirements of the service, hours of work are scheduled for employees on a rotating or irregular basis:

- (a) they shall be scheduled so that employees:
 - (i) on a weekly basis work an average of forty (40) hours and five (5) days per week, and;
 - (ii) on a daily basis, work eight (8) hours per day from 8 am to 5 pm exclusive of a lunch period.
- (b) The work schedule for the purpose of averaging the regular hours of work per week pursuant to subsection (a)(i) and (ii) shall be established at four (4) week intervals over the course of the year.

22.03 The Employer shall make every reasonable effort:

- (a) (i) not to schedule the commencement of a shift within sixteen (16) hours of completion of the employee's previous shift; and
- (ii) to avoid excessive fluctuations in hours of work; and
- (iii) an employee shall be paid two (2) times his/her straight time rate for all regularly scheduled hours of work when the employee has been confined to the work site, at the direction of the Employer, due to operational requirements and the employee has completed sixteen (16) consecutive hours of work immediately following completion of his/her previous regularly scheduled shift.

This Clause shall be applicable until such time as the employee has been authorized to leave the work site.

(b) An employee who is called out to work overtime within the period beginning eight (8) hours before the start of his/her scheduled shift, shall be entitled to one (1) hour off for each hour actually worked in this period, to a maximum of four (4) hours, except when called out within the two (2) hour period prior to the start of his/her scheduled shift. Such time off shall be scheduled to begin at the commencement of his/her scheduled shift and there will be no loss of pay for this time off. However, an employee who is requested to continue work or is called back during this time off, will be paid double time for each regular shift hour worked to a maximum of four (4) hours.

22.04 (a) The Employer agrees that before a schedule of working hours is changed, the change will be discussed with the appropriate Steward of the Union if the change will affect a majority of the employees governed by the Union.

(b) Shift schedules shall be posted in the work area at least twenty-eight (28) calendar days in advance of the starting date of the new schedule. Shift schedules shall indicate the work requirements for each employee in the plant for a minimum period of twenty-eight (28) days.

(c) When an employee's work schedule is revised without five (5) calendar days notice, the employee shall be compensated at the rate of double (2) time for the first full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at the straight time rate.

(d) When an employee's work schedule is revised at his/her request the employee shall be compensated at the straight time rate for the first full shift worked on the new schedule.

22.05 Provided advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increased cost to the Employer. Employees requesting changes must do so in writing.

22.06 Overtime

In this Article:

- (a) **"overtime"** means authorized work performed by an employee in excess or outside of his/her scheduled hours of work;
- (b) **"straight time rate"** means the hourly rate of remuneration as defined in this Agreement;
- (c) **"time and one-half"** means one and one-half (1 1/2) times the straight time rate; and
- (d) **"double time"** means two (2) times the straight time rate.

22.07 Assignment of overtime Work

Subject to operational requirements, the Employer shall make every reasonable effort:

- (a) to avoid **scheduling employees** to work excessive overtime;
- (b) to **allocate** overtime work on an equitable basis among readily available qualified employees; and
- (c) to **give employees who are required** to work overtime adequate advance notice of this requirement.

22.08 An employee shall **not be required** to work overtime on duties which are not covered by his/her classification except in a situation in which the Employer has determined that an employee of the appropriate classification is not available to perform such duties.

22.09 An employee who is required to work during his/her scheduled time off shall not be required to remain off duty during a scheduled work period, or part thereof, to prevent him/her from working overtime.

22.10 The Union is entitled to consult the President of the Northwest Territories Power Corporation or his/her representative, whenever it is alleged that employees are required to work unreasonable amounts of overtime.

- 22.11 (a) Subject to Clause 22.12, an employee is **entitled** to time and one-half (1 1/2) **compensation** for each hour of overtime worked by him/her.
- (b) Subject to Clause 22.12, an employee is entitled to double (2) time for each hour of **overtime** worked by him/her:
- (i) after four (4) hours of **overtime** on a **scheduled working** day;
- (ii) **on his/her first or** subsequent days of **rest**, provided the days of **rest** are consecutive.
- (c) In lieu of (a) and (b) the employee may request and the Employer shall **grant equivalent leave with pay** at the appropriate **overtime rate** to be taken at a time mutually agreeable to the **Employer** and the **employee**. An employee may **accumulate** up to a **ceiling of five (5) days** leave with pay in a refillable bank of leave. Any additional **overtime shall** be compensated with cash.
- 22.12 An employee shall be paid overtime **compensation** for each completed **fifteen (15) minute** period of overtime worked by him/her.
- 22.13 An employee who works **three (3) or more hours** of overtime immediately before or following his/her **scheduled** hours of work shall receive a meal or a meal allowance of **twenty-one dollars (\$21.00)**. An employee who works **three (3) hours** of overtime in **excess** of eight (8) hours of work on his/her day of net shall receive a meal or meal allowance of **twenty-one (\$21.00)**. Where possible the **Employer** shall have these meals transported to the **worksite**, and shall pay the **transportation cost**. Reasonable time with pay shall be allowed for the employee to take a meal break at or adjacent to his/her place of work.
- 22.14 (a) An employee attending a training course on the instructions of the Employer shall receive pay for hours of training at the **straight time** rate.
- (b) Notwithstanding (a), an employee who performs his/her **normal** duties during his/her **regular working hours** shall be paid at overtime rates for the time spent after eight (8) hours performing work, while he/she is in attendance at training sessions.
- 22.15 (a) The Employer shall give twenty-four (24) hours **notice** to an employee who is required to work in a non-emergency situation at a **satellite station**. Where the Employer fails to provide **twenty-four (24) hours** notice, the employee shall be compensated at a rate of double (2) time for any part of all of the **first shift** worked at the **satellite station**. Subsequent shifts worked at the **satellite stations** shall be paid at the **straight time** rate.

- (b) **The provisions of 22.15 (a) above shall not apply in those situations where an employee departs from his/her headquarters and returns from a satellite station on the same day within the time designated as his/her regularly scheduled shift.**

22.16 (a) An employee who is on a work assignment away from his/her headquarters area, and who arrives on his/her day of rest, will normally be authorized to carry on working at the appropriate required rate of pay during those days of rest. Alternatively, he/she may, at the discretion of the Employer be allowed to return to his/her headquarters area for his/her rest period.

- (b) **An employee who is absent from home on a designated paid holiday or day of rest and does not work, shall receive cash payment at time and one half (1 1/2) his/her daily rate of pay.**

22.17 Twelve (12) Hour Shift

The Employer and the Union agree that notwithstanding the provision of Article 22 - Hours of Work and Overtime - the parties agree to examine and implement a twelve (12) hour work schedule on a trial basis if the employees at the selected plant location so request and providing:

- (a) **The implementation of a twelve (12) hour work schedule and any said variation in hours shall not result in any additional expenditure or cost to the Employer by reason only of such variation.**
- (b) **A trial period shall be established for a period of six (6) consecutive months.**
- (c) **The above trial period may be extended by mutual agreement between the parties for further period not exceeding six (6) consecutive months.**
- (d) **An evaluation by both parties shall be conducted within the last month of the trial period.**
- (e) **On written notice from the authorized representative of the respective Union Local, the parties shall commence discussions to establish a twelve (12) hour work schedule at the applicable plant location(s) and if mutually agreeable the parties shall implement such a work schedule.**

General Terms

1. At the **agreed upon selected** plant location, the Parent Plant Management and duly **authorized representative(s)** of the Union may jointly devise and decide on a mutually **acceptable twelve (12) hour work schedule** which **shall** include a specified number of **consecutive** calendar days of work followed by a specified number of **earned** days of rest. The **scheduled** hours of work on any day as set forth in such a work schedule may **exceed eight (8) hours per day**; **starting and quitting times shall be determined according to operational requirements**, and the **normal** daily hours of work **shall** be consecutive.
2. The **twelve (12) hour work schedule** must incorporate an **"availability list"** and **ensure** that an **employee's normal week shall not exceed** an average of forty (40) **hours per week over the life** of the work schedule.
3. **For the purpose of the twelve (12) hour work schedule trial period,**
 - (a) "day" means a **twenty-four (24) hour period commencing at 0001 hours**;
 - (b) "**week**" means a period of **seven (7) consecutive days beginning at 0001 hours Monday morning and ending at 2400 hours the following Sunday night**;
 - (c) the Employer **shall endeavour**, where practicable, to schedule days of rest consecutively, but **consecutive days may occur in separate weeks**.
4. **All work performed:**
 - (a) in **excess** of the scheduled hours of work on a scheduled work day;
 - (b) on any of the employee's scheduled days of rest;

shall be compensated at the normal rate of pay.
5. **Leave - General**

Employees shall have their accrued days of vacation, and sick leave credits converted to hours of credits by multiplying the number of days by eight (8) or seven and one-half (7 1/2) hours pa day, whichever is applicable, in accordance with their classification. When an employee ceases to be subject to this provision his/her credits will be converted to days by dividing the number of hours by eight (8) hours or seven and one-half (7 1/2) hours, whichever is applicable, pa day and adjusting it upwards to the nearest half day.

6. Vacation Leave

Employees shall earn vacation leave credits at the rates prescribed for their years of service, as set forth in Article 15 of the Agreement, but shall be converted to hours on the basis of one (1) day equals eight (8) hours, and one (1) week equals forty (40) hours or one day equals seven and one-half (7 1/2) hours and one week equals thirty-seven and one-half (37 1/2) hours, whichever is applicable. Leave will be granted on an hourly basis with the hours debited for each day of vacation leave being the same as the hours the employee would have normally been scheduled to work on that day.

7. Designated Paid Holidays

An employee who works on a designated paid holiday shall be compensated, in addition to the eight (8) hours or seven and one-half (7 1/2) hours holiday pay he/she would have been granted had he/she not worked, for all hours worked on the holiday.

8. Special Leave

Special leave shall be converted to hours on the basis of one (1) day equals eight (8) hours, and one (1) week equals forty (40) hours or one day equals seven and one-half (7 1/2) hours and one week equals ~~thirty-seven~~ and one-half (37 1/2) hours, whichever is applicable. Leave will be granted on an hourly basis with the hours debited for each day of special leave being the same as the hours the employee would have normally been scheduled to work on that day.

9. Sick Leave

Employees shall earn sick leave credits at the rate prescribed in Article 19 of the Agreement but shall be converted to hours by multiplying the number of days by eight (8) hours, and one (1) week equals forty (40) hours or one day equals seven and one-half (7 1/2) hours and one week equals ~~thirty-seven~~ and one-half (37 1/2) hours, whichever is applicable. Leave will be granted on an hourly basis with the hours debited for each day of sick leave being the same as the hours the employees would normally have been scheduled to work on that day.

10. Shift Premium

A shift premium shall be paid in accordance with Article 27 of the Agreement.

11. Due to **operational requirements**, the Employer may reschedule the swing shift operator without penalty to facilitate the twelve (12) hour work schedule.
 12. Employees on the "availability list" shall not receive "standby pay" and shall be available for at least one (1) hour prior to the start of the designated shift and for at least one (1) hour following the commencement of the shift the employee is designated to be available for.
 13. Either party may terminate the provisions of Article 22.17 following thirty (30) days written notice from either party to the other providing that prior discussions on termination have been held or at an earlier date if mutually agreed upon by both parties.
- 22.18 Where the parties have agreed to implement a twelve (12) hour shift schedule they will negotiate a Letter of Understanding for that specific plant and that letter will become part of the Collective Agreement.

ARTICLE 22A

HOURS OF WORK AND OVERTIME OFFICE EMPLOYEES

- 22A.01
- (a) All provisions of this Collective Agreement, except as amended by this Article, shall apply to office employees covered by this Agreement.
 - (b) For the purpose of this Article, a week shall consist of seven (7) consecutive days beginning at 0001 hours Monday morning and ending at 2400 hours Sunday. This day is a twenty-four (24) hour period commencing at 0001 hours.
 - (c) Office employees means employees who normally perform their duties in an office setting.
- 22A.02 The scheduled work week shall be thirty-seven and one-half (37 1/2) hours from Monday to Friday inclusive, and the scheduled work day shall be seven and one-half (7 1/2) consecutive hours, exclusive of a lunch period, between the hours of 7 am and 6 pm.

The parties agree to review the matter of flexible hours through joint consultation.

ARTICLE 23

TRANSPORTATION FOR OVERTIME WORK

- 23.01 When an employee is required to remain at his/her normal place of work to work overtime, and the period of overtime is such that he/she is required to use other than normal public transportation, and Employer transportation is not available, he/she shall be reimbursed for the cost of one way commercial transportation upon production of a receipt.
- 23.02 An employee who is required to work overtime in a place other than his/her normal place of work, where Employer transportation is not available, shall be reimbursed for the full cost of public transportation if it is available or the full cost of commercial transportation.

ARTICLE 24

TRAVEL ON EMPLOYER BUSINESS

- 24.01 When an employee is required by the Employer to travel to or from his/her headquarters area as normally defined by the Employer, the method of travel shall be determined by the Employer and he/she shall be compensated in the following manner:
- (a) On a normal working day on which he/she travels but does not work, the employee shall receive his/her regular pay for the day, not exceeding eight (8) hours pay.
 - (b) On a normal working day on which he/she travels and works, the employee shall receive his/her regular pay for the day and in addition he/she shall be paid:
 - (i) at the applicable overtime rate for all hours worked in excess of an eight (8) hour period of work; and
 - (ii) at the applicable overtime rate for all hours travelled in excess of an eight (8) hour period of travel and work, with a maximum payment for such additional travel time not to exceed eight (8) hours pay at the straight time rate in any day.

- (c) On a day of rest or on a designated paid holiday, the employee shall be paid a, the applicable overtime rate for hours travelled to a maximum of eight (8) hours pay at the straight time rate.

24.02 Child Care Expenses

Employees shall be reimbursed a maximum of \$15.00 per day per child upon provision of receipts, if the employee, due to the requirement to travel on behalf of the Employer, incurs child care expenses which exceed those which would have normally been incurred.

ARTICLE 25

CALL BACK AND REPORTING PAY

25.01 An employee who is recalled to work on a designated paid holiday or to work overtime on a day of rest or scheduled working day is entitled to the greater of:

- (a) compensation at the applicable overtime rate; or
- (b) compensation equivalent to three (3) hours pay at time and one-half (1 1/2) of the straight time rate for any time worked, provided that
 - (i) the Overtime is not contiguous to an employee's scheduled shift; and
 - (ii) the employee was not notified of the overtime requirements at least one and one half (1 1/2) hours prior to the termination of his/her last scheduled shift.

25.02 (a) An employee who is recalled to work overtime under the conditions described in Clauses 25.01 and 25.03, and is required to use transportation services other than Employer or normal public transportation services, shall be reimbursed for reasonable expenses incurred as follows:

- (i) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his/her automobile when the employee travels by means of his/her own automobile; or
- (ii) out-of-pocket expenses for other means of commercial transportation.

- (b) Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than his/her normal place of work, time spent by an employee reporting to work or returning to his/her residence shall not constitute time worked.

25.03 Reporting Pay

- (a) An employee who reports for work on his/her scheduled shift shall be paid for the time actually worked, or a minimum of three (3) hours pay at time and one-half (1 1/2) of the straight time rate, whichever is the greater.
- (c) An employee who is required to report for work and reports on a day of rest or designated paid holiday, is entitled to the greater of:
- (i) compensation at the applicable overtime rate; or
 - (ii) compensation equivalent to three (3) hours pay at time and one-half (1 1/2) of the straight time rate.

ARTICLE 26

STANDBY PAY

- 26.01 (a) Where the Employer requires an employee to be available on standby during the off-duty hours, an employee shall be entitled to a standby payment for each eight (8) consecutive hours, or portion thereof, that he/she is on standby, except on his/her day of rest and designated paid holiday an amount as follows:

Effective April 1, 1992 -- \$16.00

For any period of standby on a day of rest or designated paid holiday, shall be paid:

Effective April 1, 1992 -- \$48.00

- (b) In lieu of standby pay specified in 26.01 (a) and overtime pay specified in Articles 22 and 26 for regular plant checks, Plant superintendents 1 and 2 shall be paid an annual allowance of \$5,000.

- 26.02 An employee designated by letter or by list for standby duty shall be available and fit for duty during the period of standby at a known telephone number or location and be available to return for duty as quickly as possible if called. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.
- 26.03 No standby payments shall be granted if any employee is unable or unfit to report for duty when required.
- 26.04 An employee on standby who is required to report for work and who reports for work shall be paid in addition to standby pay, the greater of:
- (a) the applicable overtime rate for the time worked; or
 - (b) the minimum of four (4) hours pay at the straight time rate, except that this minimum shall apply only the first time that an employee is required to report for work during a period of standby of eight (8) hours.

ARTICLE 27

SHIFT PREMIUM

- 27.01 An employee shall receive a shift premium for all hours worked, including overtime hours worked, on shift, half (1/2) or more of the hours of which are regularly scheduled between 1800 hours (6:00 pm) and 0600 hours (6:00 am) as follows:

Effective April 1, 1992 -- \$1.60

ARTICLE 28

PAY ADMINISTRATION

- 28.01 An employee is entitled to be paid for services rendered in accordance with the hourly rates of pay specified in Appendix A for the classification of the position to which the appointment is made. The hourly rates of pay specified in Appendix A shall be the official rates of pay.
- 28.02 Employees shall be paid bi-weekly with pay days being alternate Fridays in accordance with the pay system of the Employer.

- 28.03 Pay supplements such as overtime and shift premiums shall be issued to employees on regular pay dates with the details of pay supplement outlined on the employee's pay stub. Except in conditions beyond the Employer's control, the Employer shall issue these pay supplements within three (3) weeks of the end of the pay period in which they were earned.
- 28.04 When an employee is appointed to a position, the maximum rate of pay of which exceeds that of his/her former position the employee shall receive:
- (a) the minimum rate for the new position where the employee presently earns less than the minimum salary established for the new position; or
 - (b) one increment where the employee presently earns the same as or more than the minimum but less than the maximum salary for the new position.
- 28.05 When an employee is appointed to a position having the same maximum rate of pay as his/her former position, his/her salary shall remain unchanged.
- 28.06 When an employee accepts a position having a lower maximum rate of pay than that of his/her former position, the rate of pay on appointment to that position shall be not less than the minimum salary nor more than the maximum salary for that position and shall be equal to or nearest to the rate he/she was paid in the former position.
- 28.07 (a) Where an employee occupies a position which is reclassified because of a change of duties, resulting in its inclusion in a class having a higher maximum salary, the employee shall receive:
- (i) the minimum rate for the new class when his/her present salary is less than the minimum salary established for the class; or
 - (ii) one increment where his/her salary is the same as or more than the minimum but less than the maximum salary for the new class.
- (b) Where an employee occupies a position which is reclassified resulting in its inclusion in a class having a maximum salary the same as that previously applicable to the position, the salary payable to the employee shall remain unchanged.

(c) **Notwithstanding Clause 28.01:**

- (i) Where an employee occupies a position which is reclassified resulting in its inclusion in a class having a maximum salary less than that previously applicable to the position, the salary payable to the employee shall remain unchanged.
- (ii) When an employee's salary exceeds the maximum of the applicable class, the employee shall be paid as a present incumbent and shall continue to receive the *negotiated* increases for the range of the position before it was classified downwards.

28.08 Regrading

- (a) When a class is regraded by the assignment of a higher pay grade, the salary of each employee in a position in that class shall be at the same step of the new salary range as it was in the old salary range, except at no time will the new salary exceed the maximum of the new range.
- (b) Notwithstanding the provisions of (a) where an employee is hired at any step in the range other than the minimum due to labour market pressures and the pay range is subsequently revised upward, the employee will not receive an increase in proportion with the increase applicable to the class provided the employee has been so advised in writing at the time of the appointment.

28.09 Salary Payable to an Acting Incumbent

- (a) Where an employee is required to perform the duties of a position having a higher maximum salary than the maximum salary applicable to his/her present position and where the duties are to be performed on a continuous basis for a period of one (1) working day or more, the employee shall:
 - (i) receive the minimum salary for the acting position where his/her present salary is less than the minimum for that position; or
 - (ii) receive a salary at a rate one (1) increment higher than where his/her present salary is the same or higher than the minimum but less than the maximum for the acting position;
 - (iii) subject to Clause 28.10, be entitled to a salary increment in the acting position if he/she remains in that position in excess of the normal probationary period for that position;

- (iv) on return to his/her regular position he paid at the rate to which he/she would be entitled (including increments) had he/she remained in the regular position.

28.10 Employee Performance Review

- (a) An employee shall have his/her job performance evaluated annually on or before his/her anniversary date.
- (b) Subject to (c) below, the salary of the employee may be increased annually on his/her anniversary date by one increment within the pay grade applicable to the class to which his/her position is allocated provided:
- (i) the employee is not at the maximum step of the applicable pay grade to which his/her position is allocated; and
- (ii) the employee is not in a position allocated to a class in Appendix A, which requires Journeyman Certification in order to obtain the Journeyman hourly rate of pay.
- (c) An employee shall be granted a salary increment when the performance of his/her duties has been satisfactory.
- (d) Where a salary increment provided for under this section is withheld, the salary increment may be granted on any subsequent first day of the month up to six (6) months after the date upon which the increment has been withheld.
- (e) When as a result of a formal review of an employee's job performance, a written document is placed on his/her personal file, the employee concerned shall be given an opportunity to sign the review form or document in question and to indicate that its contents have been read and explained. Upon request, the employee shall receive a copy of his/her performance evaluation review.
- (f) A department head who intends to recommend withholding a pay increment from an employee, shall, at least two (2) weeks and not more than six (6) weeks before the due date of the pay increment to the employee, give the employee notice in writing of the intention to do so. If such notice of denial is not given, the pay increment shall be implemented on the due date and shall be paid to the employee within two (2) pay periods.

28.11 Application of Anniversary Date

- (a) **The anniversary date of an employee who commences service or is promoted, or reclassified, resulting in a salary increase shall be:**
 - (i) **the first day of the month if the transaction occurred prior to the sixteenth (16) day of the month; or**
 - (ii) **the first day of the month following if the transaction occurred on or after the sixteenth (16) day of the month.**
- (b) **The anniversary date of an employee who is appointed to a position or whose position is reclassified not resulting in a salary increase shall remain unchanged.**
- (c) **The anniversary date of an employee who has been on leave of absence without pay in excess of six (6) continuous months shall be moved to a date which provides for a total of twelve (12) months of paid employment between anniversary dates.**

28.12 Retroactive Regrading or Reclassification

Where the reclassification of a position or the regrading of a class is to take effect retroactively, only employees on strength on the date of implementation of such change shall be entitled to receive any retroactive benefits that might accrue.

28.13 New or Revised Classes of Employment

- (a) **Subject to (b) below, during the term of this Agreement, the Employer shall have the right to establish and introduce new classes of employment, modify or revise the kind and level of work inherent in an existing class or regrade an existing class and establish applicable rates of pay for such classes.**
- (b) **The Union shall receive immediate notification from the Employer of the establishment of new classes of employment and the applicable rates of pay, of the modification or revision to the kind and level of work inherent in an existing class or regrading of an existing class. Where the Union is in disagreement with the rates of pay for such classes, the Union will notify the Employer within thirty (30) days from the date of the receipt of notification from the Employer. Should no mutual agreement be reached, the matter may be referred to an arbitrator in accordance with the Public Service Act.**

28.14 Pay Transaction Priorities

Where a salary increment and any other transaction such as reclassification, promotion, regrading, or salary revision are effective on the same date, the salary increment shall be processed first followed by the other transactions.

- 28.15 Where an employee has received more than his/her proper entitlement to wages and benefits or where retroactive membership dues deductions are necessary, no continuing employee shall be subject to such deductions in excess of twenty percent (20%) of the employee's net earnings per pay period. This will not apply to recoveries for suspensions or unauthorized leaves of absence.

ARTICLE 29

LAY-OFF

- 29.01 The Public Service Act makes provisions for lay-off. Beyond these provisions, the Employer and the Union recognize the necessity and the justice of the application of the merit principle in determining lay-off. It is agreed that where two (2) employees of equal merit face lay-off, length of service will be the deciding factor.

In order to minimize the adverse effects of Lay-off, the Employer will provide retraining when practicable.

The following section of the Public Service Act is quoted for information purposes:

SECTION 27

Laying Off Employees

1. Where the duties of a position held by an employee are no longer required to be performed, the Minister may lay-off the employee in accordance with the regulations.

Cessation of Employment

2. An employee ceases to be an employee when the employee is laid-off under subsection (1).

New Appointment

3. Notwithstanding any other provision in this Act, the Minister may, without competition, appoint a layoff to any position in the public service to which he or she is qualified.

29.02 Before an employee is laid off by the Employer and he/she ceases to be an employee the following provisions shall apply:

- (a) each such employee shall be given three (3) months notice in writing of the effective date of his/her lay-off;
- (b) every employee shall be entitled to severance pay in accordance with the provisions of Article 21;
- (c) every employee subject to lay-off shall, during the three (3) month period of notice, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective employer and to such additional leave with pay as the Employer considers reasonable for the employee to travel to and from the place where his/her presence is so required.

29.03 The Employer will make every reasonable effort to ensure that any reduction in the work force due to lack of work or technological change will be accomplished through attrition.

ARTICLE 30

PROBATIONARY PERIOD

30.01 A new employee shall be on probation for a period of six (6) calendar months after taking up the duties of his/her position.

ARTICLE 31

GRIEVANCE PROCEDURE

- 31.01 (a) The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (i) by the interpretation or application of:
 - (I) a provision of an Act, or a regulation, direction or other instrument made or issued by the Employer dealing with terms or conditions of employment; or
 - (II) a provision of this Agreement or arbitral award, and
 - (ii) disciplinary action resulting in demotion, suspension, or a financial penalty;
 - (iii) dismissal from the Corporation; and
 - (iv) letters of discipline placed on personnel file.
- (b) the procedure for the final resolution of the grievances listed in paragraph (i) of section (a) above is as follows:
- (i) Where the grievance is one which arises in circumstances outlined in sub-paragraph (I) of paragraph (i) or in paragraph (iv) the final level of resolution is to the Minister of Personnel, Government of the Northwest Territories.
 - (ii) Where the grievance is one which arises out of the interpretation or application of the Agreement the final level of resolution is to arbitration.
 - (iii) Where the grievance arises as a result of disciplinary action resulting in demotion, suspension, or a financial penalty or dismissal from the Corporation, the final level of resolution is to arbitration.
- 31.02 An employee who so desires may be assisted and represented by the Union when presenting a grievance at any level.

- 31.03 **An employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to his/her immediate supervisor or local officer-in-charge who shall forthwith:**
- (a) **forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and**
 - (b) **provide the employee with a receipt stating the date on which the grievance was received by him/her.**
- 31.04 **A grievance of an employee shall not be deemed to be invalid by reason only of the fact it is not in accordance with the form supplied by the Employer.**
- 31.05 **Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:**
- (a) **First Level (first level of management)**
 - (b) **Second Level (second level of management)**
 - (c) **Final Level (Minister of Personnel)**
- 31.06 **The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated, together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Union.**
- 31.07 (a) **The Union shall have the right to consult with the Deputy Minister of Personnel with respect to a grievance at each or any level of the grievance procedure.**
- (b) **Where an employee is required to attend a meeting with the Employer or a representative of the Employer to deal with matters that may give rise to the suspension or discharge of an employee, the employee shall be advised 24 hours in advance of the meeting of his/her right to have a representative of the Union at the meeting.**

- 31.08** An employee may present a grievance to the first level of the procedure in the manner prescribed in Clause 31.03 not later than the tenth (10th) calendar day after the date on which he/she is notified orally or in writing or on which he/she first becomes aware of the action or circumstances giving rise to the grievance, excepting only when the grievance arises out of the interpretation or application with respect to him/her of this Agreement, in which case the grievance must be presented within twenty-five (25) calendar days.
- 31.09** The Employer shall reply in writing to an employee's grievance, within fourteen (14) calendar days at levels one (1) and two (2) and within thirty (30) calendar days at the final level.
- 31.10** An employee may present a grievance at each succeeding level in the grievance procedure beyond the first level:
- (a) where the decision or settlement is not satisfactory to him/her, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him/her by the Employer; or
 - (b) where the Employer has not conveyed a decision to him/her within the time prescribed in Clause 31.09 within fourteen (14) calendar days after the day the reply was due.
- 31.11** Where an employee has been represented by the Union in the presentation of the grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 31.12** (a) No employee shall be dismissed without first being given notice in writing together with the reasons therefor. When the Employer dismisses an employee the grievance procedure shall apply except that the grievance may be presented at the final level.
- (b) An appeal to the Minister of Personnel against the decision to dismiss the employee may be filed within thirty (30) calendar days after the employee receives notice of dismissal in accordance with section 32 of the Public Service Act.
- 31.13** The Union shall have the right to initiate and present a grievance on matters relating to health and safety to any level of management specified in the grievance procedure, on behalf of one (1) or more members of the Union.

- 31.14 **An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he/she first obtains the authorization of the Union prior to presenting such grievance.**
- 31.15 **An employee may, by written notice to the President, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement the withdrawal has the endorsement, in writing, of the Union.**
- 31.16 **The Union shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one (1) or more members of the Union.**
- 31.17 **The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union representative.**
- 31.18 **No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.**

31.19 Arbitration

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Final Level, of his/her desire to submit the difference or allegation to arbitration under section 44 of the Public Service Act.

- 31.20 (a) **The parties agree that arbitration referred to in 31.19 shall be by a Single arbitrator selected in rotation from the following list:**
- (i) **If the arbitration is to take place in the Western Region:**
1. **Colin Taylor**
 2. **Mervin I. Chertkow**
 3. **Duncan A. Stewart**
 4. **Alan Hope**

(ii) If the arbitration is to take place in the Central Region:

1. W. Stewart Martin
2. Chas. R. Huband
3. David M. Beatty

(iii) If the arbitration is to take place in the Eastern Region:

1. C. Gordon Simmons
2. Edward B. Jolliffe, Q.C.
3. J. F. W. Weatherill
4. Paula Knopf

(b) If an arbitrator selected in rotation from the preceding list is not available for a hearing date within thirty (30) days of the date on which notification by either party to submit the difference to arbitration was made, the next name on the rotation list will be selected until an arbitrator is found to hear the parties within the above mentioned thirty (30) day period.

31.21 (a) The arbitrator has all of the powers granted to arbitrators under section 13 of the Arbitration Act in addition to any powers which are contained in this Agreement.

(b) The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.

(c) The award of the arbitrator shall be signed by him/her and copies thereof shall be transmitted to the parties to the dispute,

31.22 The arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.

31.23 The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.

31.24 Where a party **has failed to comply** with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of Clerk of the Territorial Court a copy of the decision, exclusive of the reason thereof, in the prescribed form, whereupon the decision may be entered in the same way as a judgement or an order of that Court and may be enforceable as such.

31.25 Where an employee files an appeal against his/her dismissal from the Corporation by way of a grievance to the Minister of Personnel under section 32 of the Public Service Act the provisions of Clause 31.19 apply.

31.26 In addition to the powers granted to arbitrators under section 13 of the Arbitration Act the arbitrator may determine that the employee has been dismissed for other than proper cause and he/she may:

- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to the wages lost by reason of the dismissal, or such less sum as in the opinion of the arbitrator is fair and reasonable; or
- (b) make such order as he/she considers fair and reasonable having regard to the terms of this Agreement.

31.27 Expedited Arbitration

As an alternative to the formal arbitration process set out in the foregoing paragraphs, by mutual agreement of the parties, a grievance may be referred to a previously agreed upon person who shall hear the grievance and who shall at the conclusion of the hearing, give an oral decision without reasons. Such decisions may not be used to alter, modify or amend any part of the appropriate Collective Agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon both parties and no further action may be taken on that grievance by any means.

ARTICLE 32

SAFETY AND HEALTH

- 32.01 The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees, including the appointment of safety officers, who shall retain their existing duties and powers. The Employer will entertain suggestions on the subject from the Union and the parties shall 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.
- 32.02 (a) The Employer and the Union agree to continue existing health and safety committees. The Employer shall, for each work place controlled by the Employer at which twenty (20) or more employees are normally employed, establish a safety and health committee consisting of at least two (2) persons, one (1) of whom is an employee or, where the committee consists of more than two (2) persons, at least half (1/2) of whom are employees who:
- (i) do not exercise managerial functions; and
 - (ii) have been selected by the Union.
- (b) The following provisions will apply to the health and safety committees:
- (i) Powers of Committee
- A safety and health committee:
- (I) shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the committee;
 - (II) shall maintain records pertaining to the disposition of complaints relating to the safety and health of the employees represented by the committee;

- (III) shall co-operate with any occupational health service established to serve the work place;
- (IV) may establish and promote safety and health programs for the education of the employees represented by the committee;
- (V) shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the committee on such matters;
- (VI) may develop, establish and maintain programs, measures and procedures for the protection or improvement of the safety and health of employees;
- (VII) shall monitor on a regular basis programs, measures and procedures related to the safety and health of employees;
- (VIII) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;
- (IX) shall co-operate with safety officers;
- (X) may request from an employer such information as the committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the work place; and
- (XI) shall have full access to all government and employer reports relating to the safety and health of the employees represented by the committee but shall not have access to the medical records of any person except with the consent of that person.

(ii) Records

A safety and health committee shall **keep** accurate **records** of all matters that come before it pursuant to subsection (i) and shall **keep** minutes of its meetings and shall **make** such minutes and **records** available to a safety officer on his/her request.

(iii) Meetings of Committee

A safety and health committee shall meet during **regular working hours** at least once each month and, where meetings are required on an urgent basis as a result of an **emergency** or other **special** circumstance, the committee shall meet as required whether or not during regular working hours.

(iv) Payment of Wages

A member of a safety and health committee is entitled to such time from his/her work as is necessary to **attend meetings** or to **carry out** any other functions as a member of the committee, and any time spent by the member while carrying out any of his/her functions as a member of the committee shall, for the purpose of calculating wages owing to him/her, be deemed to have been spent at his/her work.

(v) Limitation of Liability

No member of a safety and health committee is **personally liable** for anything done or omitted to be done by him/her in good faith under the purported authority of this section or any **regulations** made under this section.

(vi) The Employer shall post and keep posted the names and work locations of all the members of the safety and health committee established for the work place controlled by the Employer in a conspicuous place or places where they are likely to come to the attention of employees.

(c) **The Employer and the Union agree to continue appointments of existing safety and health representatives.**

(i) **The Employer shall, for each work place controlled by the Employer at which five or more employees are normally employed and for which no safety and health committee has been established, appoint the person selected pursuant to subsection (ii) as the safety and health representative for that work place.**

(ii) **The employees at a work place referred to in subsection (i) who do not exercise managerial functions shall, or, where those employees are represented by a trade union, the trade union shall, in Consultation with any employees who are not so represented, select from among those employees a person to be appointed as the safety and health representative of that work place and shall advise the Employer in writing of the name of the person so selected.**

(d) **The following provisions will apply to the safety and health representatives:**

(i) **Powers of representative**

A safety and health representative:

(I) **shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the representative;**

(II) **shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally technically qualified to advise the representative on such matters;**

(III) **shall monitor on a regular basis, programs, measures and procedures related to the safety and health of employees;**

(IV) **shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;**

(V) **may request from the Employer such information as the representative considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the work place; and**

(VI) shall have full access to all government and employer reports relating to safety and health of the employees represented by the representative but shall not have access to the medical records of any person except with the consent of that person.

(ii) Payment of Wages

A safety and health representative is entitled to such time from work as is necessary to attend meetings or to carry out any other function as a safety and health representative of the committee and any time spent by the safety and health representative while carrying out his/her functions as a safety and health representative of the committee shall, for the purpose of calculating wages owing to him/her, be deemed to have been spent at work.

(iii) Limitation of Liability

No safety and health representative is personally liable for anything done or omitted to be done by him/her in good faith under the purported authority of this section.

(iv) Posting of Name and Work Location

An employer shall post and keep posted, in a conspicuous place or places where it is likely to come to the attention of employees, the name and work location of the safety and health representative appointed for the work place controlled by the Employer.

32.03 The Employer shall make every reasonable effort to refrain from assigning unnecessary outside work to an employee when extremely adverse outside weather conditions prevail.

32.04 For the purpose of the foregoing section, unnecessary work shall be taken to mean not requiring immediate attention to duties requiring outside work relating to the construction, maintenance, installation, repair of power and plant facilities, sewage and water treatment facilities, the postponement of which could result in or might cause hazards or danger to the Employer's facilities or hazards, dangers, or discomfort to users of the Employer's services.

32.05 The Employer and the Union agree to encourage the employees to work in a safe manner and the employees shall observe the safety and health rules and practices established by the Employer. Employees failing to abide by safety rules and regulations may be subject to disciplinary action.

32.06 Where the Employer requires an employee to undergo a specific medical, hearing or vision examination by a designated qualified medical practitioner, the examination will be conducted at no expense to the employee. The employee shall, upon written request be able to obtain results of all specific medical, hearing or vision examinations conducted. Employees shall authorize that the requested specific medical, hearing or vision examination information be supplied to the Employer with the understanding that such information shall be maintained in a confidential manner in the Personnel Department. Employees shall not refuse to take such medical, hearing or vision examinations.

32.07 Employees shall as soon as practical report all personal injuries and/or accidents, which occur on the job, to their immediate or designated supervisor. As deemed necessary, such accidents shall be jointly investigated by one member from management and one employee. Where practical, such members shall be from joint health and safety committees.

32.08 Employees who are required to attend first aid and safety training courses shall be granted time off with pay for such training. The Employer shall pay for such course fees and tuition.

32.09 Transportation of Injured Workers

The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest physician or medical facility and from there to his/her home or place of work depending on the decision of the attending physician, when such services are immediately required for an employee as a result of injury or serious ailment occurring in the work place.

32.10 Right to Refuse Dangerous Work

An employee shall have the right to refuse to work in a dangerous situation.

- (a) "Danger" means any hazard or condition that could reasonably be expected to cause injury or illness to an employee or other persons exposed thereto before the hazard or condition can be corrected.
- (b) An employee may refuse to do any particular act or series of acts at work which he/she has reasonable grounds to believe are dangerous to his/her health or safety or the health and safety of any other employee at the place of employment until sufficient steps have been taken to satisfy him/her otherwise or until the Chief Safety Officer or his/her representative has investigated the matter and advised him/her otherwise.

- (c) The Employer shall not assign another employee to do the work assignment until a Union member and an Employer member of the safety committee have investigated the situation and deemed it to be safe.

32.11 The Right to Know

The Employer shall identify in writing new or presently used chemicals, substances or equipment present in the work area including hazards, precautions and antidotes or procedures to be followed following exposure.

ARTICLE 33

INSURANCE PLANS

33.01 Superannuation

The Public Service Superannuation Act of Canada is a term or condition of employment for all members of the bargaining unit.

- 33.02 (a) The Employer shall provide at no cost to the employee a dental plan which provides coverage for one hundred percent (100%) coverage of the current territorial fee schedule.

(b) Benefits

The plan will cover the following services for employees and their dependants:

- diagnostic and preventative services
- endodontics and periodontic services
- restorative services
- prosthodontic services
- oral surgery
- orthodontic services
- adjunctive general services

(c) Deductibles

Calendar year deductibles:

- individual deductible - \$25.00
- family deductible - \$50.00

(d) **Maximum Reimbursement Amounts**

- (i) **Three thousand dollars (\$3,000.00) in total per dependant for all benefits payable with respect to eligible orthodontic services rendered during the entire period of coverage under the plan.**
- (ii) **Two thousand dollars (\$2,000.00) per person per year for benefits payable with respect to eligible dental services other than orthodontic services.**

(e) **Eligibility**

An employee shall be eligible for the plan after six (9) months of employment.

33.03 General

These employees will be covered under the *Group Surgical Medical* insurance Plan (GSMIP) and the Government of the Northwest Territories employee group benefits plan in accordance with the terms of these plans.

33.04 The parties agree that the benefits provided under the following may be reviewed by a joint committee with two (2) representatives from each party and amended by mutual agreement during the life of this Agreement:

- 1. Dental Plan**
- 2. Life Insurance**
- 3. Extended Medical Insurance**
- 4. Disability Insurance**

ARTICLE 34

CLOTHING AND PROTECTIVE EQUIPMENT

34.01 The Employer shall supply each employee to whom this Agreement *applies* with the necessary protective equipment within the scale of Issue established by the Employer and in effect on the date of the signing of the Agreement, all tools and equipment necessary for the performance of each employee's duties.

- 34.02 Where the Employer requires employees to use their own tools while performing their work, the employer will replace worn or broken tools, provided such tools are presented to the Employer for replacement approval. The Employer has the discretion to replace lost or misplaced tools.
- 34.03 Where the Employer requires an employee to wear safety glasses, and the employee wears prescription glasses, the Employer agrees to pay the difference in cost for the safety lense over the normal prescription lense.
- 34.04 The Employer shall provide an annual allowance of \$200 to each lineman for the purchase of safety work boots. The payment will be made on the employee's anniversary date.

ARTICLE 35

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 35.01 When a formal review of an employee's performance is made, the employee concerned must be given an opportunity to sign the review form in question to indicate that its contents have been read and explained to him/her. Upon written request, the employee shall receive a copy of his/her performance evaluation review.
- 35.02 The Employer shall take normal precautions to ensure that the personnel file of every employee is kept confidential.
- 35.03 Upon written request of an employee the official personnel file of that employee shall be made available for his/her (or his/her designated alternate) examination in the presence of an authorized representative of the Employer.
- 35.04 An employee may contribute to his/her official personnel file.

ARTICLE 36

JOINT CONSULTATION

- 36.01 The parties acknowledge that there are mutual benefits to be derived by meeting during the term of the Agreement to discuss and consult on matters of common interest.
- 36.02 The parties agree to be guided by the principles contained in the Union Management Consultation Committee Memorandum of Understanding attached to this Agreement.

- 36.03 **The parties mutually agree that consultation committees shall not have the authority to alter, amend, change, modify or extend the terms and conditions of the Agreement.**
- 36.04 **Without prejudice to the position the Employer or the Union may wish to take in future about the desirability of having the subjects dealt with by the provisions of collective agreements, the following subjects as they apply to employees covered by this Agreement shall be regarded as appropriate subjects of consultation involving the Employer and the Union during the term of this Agreement:**
- (a) pay administration;**
 - (b) long-term disability insurance;**
 - (c) removal expense regulations;**
 - (d) location differential payment regulations;**
 - (e) cafeterias and canteens;**
 - (f) Employer provision of necessary safety and protective work clothing, tools and equipment;**
 - (g) parking privileges;**
 - (h) payment for dirty work;**
 - (i) training and retraining to deal with the effects on employees of technological and/or organizational changes;**
 - (j) Employer owned and supplied housing;**
 - (k) travel directive;**
 - (l) satellite plant accommodations;**
 - (m) dental plan.**
- 36.05 **The Employer agrees that new policies or directives respecting terms and conditions of employment affecting bargaining unit employees to whom this Agreement applies will not be introduced and directives will not be cancelled or amended until such time as the Union has been given a reasonable opportunity to consider and to consult on the Employer's proposals.**

3.06 The Employer agrees to provide the Union with a copy of all _____
_____ and _____ to be issued _____ time to _____

ARTICLE 37

WASH-UP TIME

- 37.01 Where the Employer determines there is a clear-cut need, wash-up time to a maximum of ten (10) minutes immediately before the end of a work period will be permitted.
- 37.02 An employee is required to clean the interior of a boiler, shall be granted paid wash-up time of twenty (20) minutes immediately before the end of a work period.

ARTICLE 38

CONTRACTING IN AND CONTRACTING OUT

- 38.01 The Employer will make every reasonable effort of continued employment in the Corporation's service of employees who will otherwise become redundant because work is contracted out or contracted in and, the Employer agrees to notify the Union in writing and consult with the Union in advance of any such proposed personnel action or change affecting employees. Further, no employee of the bargaining unit on strength will be laid-off solely as a result of the Employer contracting out or contracting in bargaining unit work.

ARTICLE 39

PERSONAL HARASSMENT

- 39.01 The Employer is committed to promoting a work environment which is free from personal and sexual harassment.
- 39.02 A grievance may be initiated at any step in the grievance process under this article and will be handled with all possible confidentiality and dispatch.

ARTICLE 40

DISCIPLINARY ACTION

- 40.01 The Employer shall ensure that disciplinary action is taken against an employee as soon as practicably possible after the time the employee is made aware of the alleged offence. Within such period the employee shall be given a complete statement in writing of the alleged offence.
- 40.02 Without limiting the right of the Employer to take disciplinary action, in the case of an employee whose unsatisfactory behaviour may be attributable to medical or personal problems, the Employer shall encourage him/her to seek professional advice and treatment before any disciplinary action is taken.
- 40.03 An employee absent from duty without leave or Without due cause for a period of seven (7) calendar days shall be held to have abandoned his/her position and his/her services may be terminated.
- 40.04 The Employer agrees not to introduce as evidence in a hearing related to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.
- 40.05 Any document or written statements related to disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during that period.

ARTICLE 41

CASH GRATUITY

- 41.01 If an employees dies, there shall be paid to the employee's estate, an amount equal to the product obtained by multiplying the weekly rate of pay, immediately prior to the death of the employee, by the number of years continuous service with a maximum of thirty (30) years regardless of any other benefit payable.
- 41.02 The dependants of a deceased employee shall be eligible for 100% removal regardless of length of service (including the cost of shipping the body).

ARTICLE 42

PROTECTIVE CLOTHING SUBSIDY

42.01 Effective April 1st of each calendar year, the Employer shall pay to all employees on strength as of September 1, a clothing subsidy as follows:

\$500.00.

Such payments shall be made during the month of September.

ARTICLE 43

TECHNOLOGICAL CHANGE

43.01 Technological change means:

- (a) the **introduction** by the Employer of equipment or material of a different nature than that previously **utilized**; and
- (b) a change in the Employer's **operation directly related** to the introduction of that equipment or material.

43.02 Notice

When the Employer is considering the introduction of a technological change which would result in changes in the employment status or working conditions of employees it shall provide the Union and every affected employee at least six (6) months notice before the introduction of a technological change, with a written description of the change it intends to carry out, disclosing foreseeable adverse effects on employees.

43.03 Union-Management Meetings on Changes

Where the Employer has notified the appropriate Union Local that it intends to introduce a technological change, the parties shall undertake to meet within the next fifteen (15) days and to hold constructive and meaningful consultations in an effort to reach agreement on solutions to the problems arising from the change.

43.04 commitment

The Employer shall make every reasonable effort to continued employment in the Corporation's service of employees who would otherwise become redundant because of technological change.

43.05 Training

Where an employee requires new or different skills as a result of technological change, the Employer shall make every reasonable effort to provide the required training courses.

ARTICLE 44

RE-OPENING OF AGREEMENT

44.01 Re-Opening of Agreement

This Agreement may be amended by mutual consent.

44.02 Mutual Discussions

The Employer and the Union acknowledge the mutual benefits to be derived from dialogue between the parties and are prepared to discuss matters of common interest.

ARTICLE 45

DURATION AND RENEWAL

45.01 The provisions of this Agreement, unless otherwise stipulated, shall become effective April 1st, 1992 and remain in effect until March 31st, 1994.

45.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 31, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.

45.03 Within three (3) months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Agreement in accordance with subsection (1) of section 43 of the Public Service Act.

45.04 Where notice to commence collective bargaining has been given under Clause 45.03, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees to whom this Agreement applies which was in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new Agreement has been concluded, or an arbitral award has been handed in accordance with subsection (3) of section 42 of the Public Service Act.

APPENDIX A

HOURLY RATES OF PAY AND RANGES

Effective April 1st, 1993

Class #	Class Title	(Training Steps)						
		1	2	3	4	5	6	7
3001	PLANT OPERATOR	18.34	18.77	19.21	19.62	20.05	20.55	21.02
3031	LABOURER	17.99						
3033	TRADES HELPER	18.34	18.77	19.21				
3035	TRADESMAN	19.15	19.62	20.05	20.55			
3037	COOK/CUSTODIAN	18.34	18.77	19.21	19.62			
3011	STOCKKEEPER I	18.34	18.77	19.21				
3012	STOCKKEEPER II	19.15	19.62	20.05	20.55			

class #	class Title	J O U R	NON-JOURNEYMAN
3039	LINEMAN	25.45	23.73
3041	MILLWRIGHT/MACHINIST	25.45	23.73
3043	DIESEL MECHANIC	25.45	23.73
3045	WELDER	25.45	23.73
3047	CARPENTER	25.45	23.73
3049	PLUMBER	25.45	23.73
3051	ELECTRICIAN	25.45	23.73
3008	STATIONARY ENGINEER	25.45	23.73
3003	SYSTEM OPERATOR	25.45	23.73
1110	TELECONTROL TECHNICIAN	28.73	
	INDUSTRIAL WAREHOUSEMAN	23.85	

TRAINING: The Union and the Employer agree that a special committee be set in place to oversee development of a Plant and System Operator come within twenty days of ratification of this Agreement.

APPENDIX A (cant)



An employee shall receive an experience increment as follows:

After 1 year of service	\$0.10 per hour
After 2 years of service	\$0.20 par hour
After 3 years of service	\$0.30 per hour
After 4 years of service	\$0.40 par hour
After 5 years of service	\$0.50 per hour
After 6 years of service	\$0.60 per hour
After 7 years of service	\$0.70 per hour
After 8 years of service	\$0.80 par hour
After 9 years of service	\$0.90 per hour
After 10 years of service	\$1.00 par hour

LEAD HAND ALLOWANCE

A payment of 10% per hour will be paid where Lead Hand has crew of more than two.

APPENDIX A1

OFFICE EMPLOYEES

Effective April 1, 1993

class Band	Step 1	Step 2	Step 3	Step 4	Step 5
A11	28,652	30,006	31,358	32,712	34,066
A12	29,329	30,796	32,260	33,728	35,194
A13	30,570	32,035	33,502	34,968	36,435
A14	31,358	32,938	34,517	36,096	37,675
A15	32,600	34,179	35,758	37,338	38,917
B21	33,502	35,194	36,886	38,578	40,271
B22	34,856	36,547	38,240	39,932	41,624
B23	35,871	37,675	39,480	41,285	43,197
B24	37,338	39,142	40,947	42,752	44,557
B25	38,466	40,383	42,301	44,218	46,136
B31	39,932	41,850	43,767	45,686	47,602
B32	41,173	43,203	45,234	47,265	49,295
B33	42,413	44,557	46,700	48,844	50,987
B34	44,106	46,249	48,393	50,535	52,678
B35	45,460	47,716	49,972	52,227	54,483
C41	46,926	49,295	51,662	54,032	56,400
C42	48,844	51,212	53,581	55,949	58,319
C43	50,310	52,791	56,288	57,754	60,236
C44	51,888	54,483	57,077	59,672	62,266
C45	54,032	56,626	59,221	61,815	64,410
C51	55,837	58,544	61,252	63,959	66,666
C52	57,642	60,461	63,282	66,102	68,922
C53	59,559	62,492	65,425	68,358	71,291
C54	61,477	64,522	67,569	70,614	73,659
C55	62,717	66,779	69,937	73,095	76,253
D61	63,620	67,455	72,192	76,930	81,668
D62	65,087	69,937	74,787	79,637	84,489

APPENDIX B

POLICY DIRECTIVES

The following policy directives of the Corporation shall **form part** of this agreement:

P-19 Relocation

P-23 Special Travel Allowance

P-26 Travel 65

The parties agree to form a Joint Committee with two (2) representatives from each party to review *the* above mentioned policies. Recommendations to amend them policies will be made to the Bargaining Committees as appropriate.

APPENDIX C

ALLOWANCES - LEVEL 2 COMMUNITIES

LOCAL DIFFERENTIAL PAYMENT

(Effective April 1st, 1992)

	Annual Rate
Aklavik	6,330
Arctic Bay	7,880
Arctic Red River	4,484
Arviat (Eskimo Pt.)	4,484
Baker Lake	7,880
Broughton Island	7,880
Cambridge Bay	9,115
Cape Dorset	7,880
Chesterfield Inlet	7,880
Clyde River	7,880
Colville Lake	7,569
Coppermine	9,115
Coral Harbour	9,115
Fort Franklin	7,569
Fort Good Hope	7,569
Fort McPherson	4,484
Fort Norman	7,569
Port Resolution	2,981
Gjoa Haven	11,585
Grise Fjord	7,880
Hall Beach	7,880
Holman Island	9,115
Igloolik	9,115
Inuvik	4,484
Iqaluit	5,098
Jean Marie River	4,484
Lac La Martre	7,569

APPENDIX C (cont'd)

Lake Harbour	7,880
Nahanni Butte	2,981
Norman Wells	6,336
Pangnirtung	6,645
Paulatuk	11,585
Pelly Bay	11,585
Pond Inlet	9,115
Rae Lakes	7,569
Rankin Inlet	5,415
Repulse Bay	9,115
Resolute Bay	7,880
Sachs Harbour	11,585
Snowdrift	7,569
Spence Bay	11,585
Tuktoyaktuk	7,880
Whale Cove	9,115
Wrigley	2,981

The above allowance (location differential payment) shall be paid on regular hours only to a maximum of the annual rate in any twelve (12) month period.

APPENDIX D

RATES OF PAY FOR APPRENTICES

Persons employed as apprentices in accordance with approved territorial or provincial apprenticeship programs shall be paid a percentage of the applicable journeyman rate of pay in accordance with the following provisions:

- (a) on appointment and in the first six (6) months of the apprenticeship program, at a rate equivalent to sixty three percent (63%) of the journeyman rate.
- (b) in the second six (9) months of the apprenticeship program, at a rate equivalent to sixty eight percent (68%) of the journeyman rate.
- (c) in the second year of the apprenticeship program, at a rate equivalent to seventy three percent (73%) of the journeyman rate.
- (d) in the third year of the apprenticeship program, at a rate equivalent to eighty three percent (83%) of the journeyman rate.
- (e) in the fourth year of the apprenticeship program, at a rate equivalent to ninety three percent (93%) of the journeyman rate.
- (f) the Employer will pay the Apprentice while attending trade courses his/her current hourly rate of pay, however, the Apprentice will reimburse the Employer for any salary allowances received from the Territorial Government and the Federal Government or any other allowances in lieu of salary.

NOTE: Apprentices taking an apprenticeship program at the time of the signing of this Agreement shall be offered a full-time indeterminate position at the successful completion of their apprenticeship program.

APPENDIX E

Subject to meeting eligibility requirements in Article 17, employees in the following locations shall be entitled to two (2) journeys in each fiscal year.

Aklavik	Arctic Bay
Arctic Red River	Arviat
Baker Lake	Broughton Island
Cambridge Bay	cape Dorset
Chesterfield	Clyde River
Colville Lake	Coppermine
Coral Harbour	Fort Franklin
Fort Good Hope	Fort Liard
Fort McPherson	Port Norman
Gjoa Haven	Grise Fiord
Hall Beach	Holman Island
Igloolik	Inuvik
Iqaluit	Jean Marie River
Lac La Martre	Lake Harbour
Nahanni Butte	Norman Wells
Pangnirtung	Paulatuk
Pelly Bay	Pond Inlet
Rae Lakes	Rankin Inlet
Repulse Bay	Resolute Bay *
Sachs Harbour	Snare
Snowdrift	Spence Bay
Taltson	Tuktoyaktuk
Whale Cove	Wrigley

* Point of departure for Resolute Bay will be either Edmonton or Montreal.

APPENDIX F

12 HOUR SHIFT SCHEDULE

Letter of Agreement
Between the
Northwest Territories Power Corporation
and the
Union of Northern Workers
Twelve Hour (12) Shift Schedule
Yellowknife Plant
System Operators

Definitions - For the purpose of the 12 hour work schedule the following shall apply -

- a) "day" means a twenty-four (24) hour period commencing at 0001 hours;
- b) "week" means a period of seven (7) consecutive days beginning at 0001 hours Monday morning and ending at 2400 hours the following Sunday night.

Hours of Work

- 1) Regular hours of work for full-time employees exclusive of meal periods shall be:
 - a) Twelve consecutive hours per day
 - b) Two thousand and eighty-eight (2088.7) hours per year
 - c) A maximum of four (4) consecutive shifts
- 2) Shift schedules will be based on a twenty-eight (28) day period and will be posted at least twenty-eight (28) days in advance of the starting date of the new schedule.

Overtime

- 1) The employer will designate the Plant Chief to authorize overtime.
- 2) Overtime worked immediately following or immediately preceding an employee's scheduled shift shall be paid at double time (2T).
- 3) Overtime shall be paid for all authorized hours worked on days of rest in accordance with 22.11 (b)(ii).

Vacation Leave

- 1) **An employee working on the twelve (12) hour shift schedule will be entitled to vacation leave equivalent to other employees working an eight hour day at the rates prescribed for their years of service as set forth in Article 15. Upon termination, the vacation and leave shall be paid out on the basis of eight hour days.**
- 2) **Earned leave will be converted into hours owed and utilized according to the scheduled shift schedule.**

Designated Paid Holidays

- 1) **An employee on the twelve (12) hour shift schedule who works on a designated paid holiday shall be compensated at the appropriate overtime rate in accordance with Article 16 for all hours worked on the holiday, in addition he/she shall be entitled to the eight (8) hours pay he/she would have been granted had he/she not worked.**

Sick Leave

- 1) **An employee on the twelve (12) hour shift schedule will earn sick leave equivalent to their employees working an eight (8) hour day at the rate prescribed in accordance with Article 19.**
- 2) **Earned leave will be converted into hours and will be granted on an hourly basis with the hours debited for each day of sick leave being the same as the hours the employees would normally have been scheduled to work on that day.**
- 3) **A statement signed by the employee stating that because of illness or injury he/she was unable to perform his/her duties shall be required if:**
 - a) **The period of leave requested does not exceed three (3) twelve hour shifts and;**
 - b) **in the current fiscal year, the employee has not been granted more than six (6) twelve hour shifts of leave solely on the basis of statements signed by him/her.**

Shift Scheduling

- 1) The Employer will permit shift exchanges provided that:
 - a) There shall be no financial penalty to the Employer.
 - b) Both employees must signify their mutual agreement by notifying the Employer not less than forty-eight (48) hours in advance of each requested change.
 - c) No employee shall work in excess of twelve (12) consecutive hours.
 - d) Should either applicant fail to comply completely with the agreed to shift the responsibility rests with the employee who missed the agreed to shift change.
 - e) Time sheets will reflect the regularly scheduled employees.
- 2) Employees on the "availability list" shall not receive "stand by pay" and shall be available for at least one (1) hour prior to the start of the designated shift and for at least one (1) hour following the commencement of the shift the employee is designated to be available for.

Signed on behalf of the Northwest
Territories Power Corporation

Signed on behalf of the
Union of Northern Workers

Original signed by _____
Sheila McDonald
Director, Personnel

Original signed by _____
Darm Crook
President

Original signed by _____
Ron Hilton
Area Superintendent

Original signed by _____
Stu Robinson
Local Vice-President

**Letter of Agreement
Twelve Hour (12) shift Schedule
Inuvik Plant
Stationary Engineers and Plant Operators**

Definitions-For the purpose of the 12 hour work schedule the following shall apply -

- a) "day" means a twenty-four (24) hour period commencing at 0001 hours;
- b) "week" means a period of seven (7) consecutive days beginning at 0001 hours Monday morning and ending at 2400 hours the following Sunday night.

Hours of Work

- 1) Regular hours of work for full-time employees exclusive of meal periods shall be:
 - a) Twelve consecutive hours per day
 - b) Two thousand and eighty-eight (2088.7) hours per year
 - c) A maximum of four (4) consecutive shifts
- 2) Shift schedules will be based on a twenty-eight (28) day period and will be posted at least twenty-eight (28) days in advance of the starting date of the new schedule.

Overtime

- 1) The Employer will designate the Plant Superintendent to authorize overtime.
- 2) Overtime worked immediately following or immediately preceding an employee's scheduled shift shall be paid at double time (2T).
- 3) overtime shall be paid for all authorized hours worked on days of rest in accordance with 22.11 (b)(ii).
- 4) Each employed on this twelve hour shift schedule will be regularly scheduled to work sixteen (16) hours of overtime in every two (2) twenty-eight (28) day period. This overtime will be paid at the rate of time and one half (1 1/2), in cash, every pay period as earned.

Vacation Leave

- 1) **An employee working on the twelve (12) hour shift schedule will be entitled to vacation leave equivalent to other employees working an eight hour day at the rates prescribed for their years of service as set forth in Article 15. Upon termination the vacation leave shall be paid out on the basis of eight hour days.**
- 2) **Earned leave will be converted into hours owed and utilized according to the scheduled shift schedule.**

Designated Paid Holidays

- 1) **An employee on the twelve (12) hour shift schedule who works on a designated paid holiday shall be compensated at the appropriate overtime rate in accordance with Article 16 for all hours worked on the holiday, in addition he/she shall be entitled to the eight (8) hours pay he/she would have been granted had he/she not worked.**

Sick Leave

- 1) **An employee on the twelve (12) hour shift schedule will earn sick leave equivalent to other employees working an eight (8) hour day at the rate prescribed in accordance with Article 19.**
- 2) **Earned leave will be converted into hours and will be granted on an hourly basis with the hours debited for each day of sick leave being the same as the hours the employees would normally have been scheduled to work on that day.**
- 3) **A statement signed by the employee stating that because of illness or injury he/she was unable to perform his/her duties shall be required if:**
 - a) **the period of leave requested does not exceed three (3) twelve hour shifts and**
 - b) **in the current fiscal year, the employee has not been granted more than six (6) twelve hour shifts of leave solely on the basis of statements signed by him/her.**

Swing Shift Operator

- 1) Due to operational requirements, the Employer may reschedule the swing shift operator without penalty to facilitate the twelve (12) hour shift schedule.
- 2) For the purpose of this letter of agreement the swing shift operators (engineer and operator) shall be designated Shift E or 5.
 - i) to provide relief coverage
 - ii) conduct maintenance assignments.

Shift Scheduling

- 1) The Employer will permit shift exchanges provided that:
 - a) There shall be no financial penalty to the Employer.
 - b) Both employees must signify their mutual agreement by notifying the Employer not less than forty-eight (48) hours in advance of each requested change.
 - c) The shift exchange is fully completed within the two (2) twenty-eight (28) day periods.
 - d) No employee shall work in excess of twelve (12) consecutive hours.
 - e) Should either applicant fail to comply completely with the agreed to shift the responsibility rests with the employee who missed the agreed to shift change.
 - f) Time sheets will reflect the regularly scheduled employees.
- 3) Employees on the "availability list" shall not receive "standby pay" and shall be available for at least one (1) hour prior to the start of the designated shift and for at least one (1) hour following the commencement of the shift the employee is designated to be available for.

**Signed on behalf of the Northwest
Territories Power Corporation**

**Original signed by _____
Sheila McDonald
Director, Personnel**

**Original signed by _____
Les Moran
Area Superintendent**

**Signed on behalf of the Union
of Northern Workers**

**Original signed by _____
Darm Crook
President**

**Original signed by _____
Rick Traer
Local Vice-President**

**This agreement will remain in effect ~~for~~ a six month period commencing September 11, 1989
and can be extended by mutual agreement.**

APPENDIX G

EXCLUSIONS

**MEMORANDUM OF AGREEMENT BETWEEN
THE UNION OF NORTHERN WORKERS
AND THE**

The parties hereby agree that this memorandum of agreement shall form part of the subsidiary agreement between the Union of Northern Workers and the Government of the Northwest Territories with respect to the Northwest Territories Power Corporation.

The parties agree to the following exclusion criteria and exclusion procedures:

EXCLUSIONS CRITERIA

ARTICLE 2.01

- (a.1) "bargaining unit" does not include a person who is determined, in accordance with *Article X*, to perform management functions or is employed in a confidential capacity in matters relating to industrial relations. The Canada Labour Relations Board's interpretation of "management functions" and "employed in a confidential capacity in matters relating to industrial relations" shall apply.

EXCLUSION PROCEDURE

ARTICLE X

EXCLUSION OF MANAGERIAL OR CONFIDENTIAL PERSONS

- X.01 Where the Employer wishes to exclude a person from the bargaining unit based on the criteria described in Article 2.03 (a.1), the Employer shall deliver to the Union a statement which includes the name of the person and his/her job description and organization chart.
- X.02 Where the Union objects to
- a) a proposed exclusion pursuant to Article X.01; or
 - b) the exclusion of a person who has been excluded pursuant to this Article, it shall deliver to the Employer a notice of objection.

- .03** Where the **Union** fails to deliver a notice of objection within thirty (30) days of the receipt by the **Union** of the proposal under Article X.01, the **Union** shall be deemed to have agreed to the exclusion of the person.
- X.04** Where the **Union** has delivered an objection pursuant to Article X.01, the **Union** and the **Employer** shall attempt to resolve their differences and, where the two parties fail to reach an agreement, either party may refer the matter to arbitration.
- X.05** Where a matter has been referred to arbitration under Article X.04, it shall be decided by a single arbitrator agreed to by the parties and Articles 31.21 to 31.24 shall apply.
- X.06** A person shall not be excluded until
- a) the **Union** agrees with the **Employer's** proposal under Article X.01 that s/he should be excluded; or
 - b) an arbitrator has determined that s/he is excluded.
- X.07** The time prescribed by Article X.03 may be extended by agreement of the parties.

Signed this 15th day of February, 1990 in the City of Yellowknife, Northwest Territories.

On behalf of the Government of the
Northwest Territories

Original signed by _____
Sheila McDonald
Director, Personnel

Original signed by _____
John Sanderson
Chief Negotiator

On behalf of the Union of
Northern Workers

Original signed by _____
Darm Crook
President, UNW

Original signed by _____
Chris Chatwood
Regional Vice-President, UNW

Original signed by _____
Tom Dinan
Chief Negotiator

Original signed by _____
Exclusions Co-ordinator

APPENDIX H

CASUAL EMPLOYEES

Letter of Understanding
Respecting casual Employees
Between
The Union of Northern Workers
and the
Northwest Territories Power Corporation

The following terms and conditions will apply to the employment of casuals by the Northwest Territories Power Corporation.

1. "Casual Employee" means a person employed by the Employer for work of a temporary nature.
2. "Term Employee" means a person employed by the Employer for a fixed period of time exceeding a four month period.
3. Casual employees are not to be employed for periods in excess of four continuous months. Where a casual employee exceeds four months continuous employment he/she will be appointed as a term employee retroactive to the first day of employment as a casual employee, and shall be entitled to all provisions of the Collective Agreement from that first day of employment.
4. The Employer shall ensure that a series of casual employees are not employed to perform the duties of any one particular job classification, or in lieu of establishing a full-time position or filling a vacant position.
5. Casual employees will be paid at the rate of pay established in the Collective Agreement for the job classification that they are employed to perform.
6. Casual employees will be entitled to the provisions of the Collective Agreement with the following exceptions:
 - a) 2.01(f) "Continuous Employment" in respect of a casual employee shall include any period of employment with the Northwest Territories Power Corporation which has not been broken by more than ten (10) working days.

- b) Article 14.03 and 14.04
Article 15
Article 17
Article 20.09
Article 29
Article 30
Article 35
Article 42
Appendix B - P-19 and P-23
Appendix D
Appendix E

c) Appendix C will apply at single rate,

- 7. Upon termination of their employment, in lieu of earned vacation, casual employees shall receive a payment of 6% of regular gross earnings, excluding Level 2 Communities local differential payment.
- 8. A casual employee shall upon commencement of employment be notified of his/her date of termination of employment, and shall be provided a one day written notice of lay-off for each week of continuous employment to a maximum of ten (10) days notice.

Signed this 28th day of August, 1990 in Yellowknife, Northwest Territories.

On behalf of the Northwest
Territories Power Corporation

On behalf of the Union of
Northern Workers

Original signed by _____
Sheila McDonald
Director, Personnel

Original signed by _____
Darm Crook
President

Original signed by _____
Jim Robertson
President

Original signed by _____
Chris Chatwood
Member

Original signed by _____
Allan Crawford
Member

**Letter of Understanding
Between
the Northwest Territories Power Corporation
and
the Union of Northern Workers**

Re: Transportation to and from work Iqaluit

Transportation will continue to be provided for employees to and from the Iqaluit plant in accordance with past practice for the duration of this Agreement.

NORTHWEST TERRITORIES POWER CORPORATION
UNION MANAGEMENT CONSULTATION COMMITTEES

PURPOSE OF COMMITTEES

The purpose of these Committees is to provide a medium for the free exchange of information between management and employee representatives as closely as possible to the place of work. Such discussions should enable employees to be informed about and to discuss policies, conditions and programs. Proposed changes could be communicated through this medium. Similarly, employee spokespersons can communicate to management their views on any subjects which are of importance to them. Such Committees, of course, have no authority to amend the provisions of the Agreements or Regulations affecting employees' terms and conditions of employment.

The intent and purpose of joint consultation dictates that in arriving at decisions management give careful consideration to views put forward by employee representatives.

Committees function in a consultative capacity. To consult does not imply unanimous or majority agreement nor does it in any way interfere with either management's authority, its obligation to manage or a Union's legal rights established by the Public Service Act or the Agreement. It follows that neither party to the consultation process could, for example, expect the intent of the Agreement to be subject to modification or amendment through the consultative process. For example, the Agreement prescribes the manner in which grievances are processed, hence grievances should not be introduced at consultation meetings.

On the other hand it is recognized that inhibiting the flow of communications on what might be regarded as a technicality could dampen the enthusiasm of participants in the process. Further, the absence of a sincere desire to have effective consultation on any matter of concern between management and employee representatives can lead to frustration and, eventually, failure of communication, recognizing the limitations explained above.

It follows from the above principles and comments that problems will be resolved or arrangements arrived at from the consensus of opinion of both parties rather than by a vote.

OVERALL OBJECTIVES OF CONSULTATION COMMITTEES

Management Objectives

To ensure a system of consultation with employee representatives in order to keep them informed and to hear their views and discuss problems.

union Objectives

To participate in discussions with management to ensure the views and wishes of the members are expressed.

Name of Committee

The Northwest Territories Power Corporation Union Management Consultation Committee.

Types of Committees

Joint Consultation will be in the form of a two tier structure including the formation of Regional committees and a central committee.

Committee Structure

A **Joint Consultation Committee** structure which reflects the management structure of the Corporation with four (4) regions as follows:

**Western Region
Central Region
Eastern Region
Headquarters**

The **Regional Committees** would comprise three (3) representatives each appointed by management and the Union respectively.

Central Committee:

For the Corporation:

- 1. President of the Corporation or delegate**
- 2. up to five (5) management representatives**

For the Union:

- 1. President of the Union or delegate**
- 2. up to two (2) technical advisors**
- 3. up to five (5) union representatives**

Eastern Region:

***Iqaluit
Rankin Inlet
Baker Lake
Chesterfield Inlet
Resolute Bay**

Central Region:

Snare
***Yellowknife**
Coppermine
Cambridge Bay
Taloyoak
Fort Smith

Western Region

***Inuvik**
Port McPherson
Aklavik
Norman Wells
Port Simpson

Headquarters:

***Hay River**

COMPOSITION OF LOCAL REGIONAL COMMITTEES

Each of the above designated regions will form a local committee at the major plant designated by an asterisk. The Regional Committees will be composed of three representatives each appointed by management and the Union respectively.

Appointed representatives shall be chosen to serve for a minimum period of one year and vacancies shall be promptly filled. Alternates may be appointed to the committee.

ORGANIZATION AND COMPOSITION OF THE CENTRAL COMMITTEE

- | | |
|---|--|
| 1. President of the Corporation or his/her representative | 1. Union President or his/her delegate |
| 2. Up to five (5) management representatives | 2. Up to two technical advisors |
| | 3. Up to five Union Representatives |

A. The Director of Personnel and a representative of the Union will serve as committee co-ordinators. The co-ordinators are generally responsible for committee administration and shall ensure effective liaison between local and central consultation committees. The co-ordinators will ensure the effective resolve of issues referred from local committees and are responsible for the timely scheduling of central committee meetings, the preparation and distribution of agenda and minuta of the central committee. Appointed representatives shall be chosen to serve for a minimum period of one (1) year and vacancies shall be promptly filled. Technical advisors of either party may attend meetings as the need arises providing mutual agreement is attained and one (1) week's notice is given to the other party.

JOINT SUB-COMMITTEES

The committees should appoint whatever sub-committees they **feel are needed** to assist in **carrying out** their functions. **For** example, to investigate special problems and bring **recommendations** to the main committee. Sub-committees are also encouraged to be **set** up at plants **within** a local **area committee's** jurisdiction. Items may be placed **on the area** committee's agenda by these smaller plants. **Similarly, ongoing communication is encouraged from the area** committee to these smaller plants.

LIMITATIONS

All committees will be **limited in making decisions and providing** information in accordance with their delegated authority.

Matters that are **beyond** the authority of the local committees to resolve should be referred to the central committee **or**, where appropriate, to more senior levels of authority **within** management where the answer **or** decision can be obtained.

Matters that are referred are to be accompanied by appropriate comment and opinion so that necessary background information **is** available to **seek** solutions to such problem.

Topics appearing on the agenda for more than **two** consecutive meetings may be **referred** to the next level where, in **the opinion** of either or both parties, further discussions by the local committee **would** not effect a resolution.

OFFICERS

There shall be a *Chair* for **each** meeting. The **Chair** should alternate **between** Management and Union.

THE AGENDA

Union and Management **Co-chairs will be responsible to provide** agenda items to the presiding **Chair** in **sufficient** time to **permit** the meeting agenda to be distributed to both parties at least one **week in advance of the** scheduled **meeting**. Items not placed **on the agenda** beforehand may be discussed with the **approval** of both **parties**. Meetings are scheduled **at times** mutually agreeable to **both** parties.

FREQUENCY OF MEETINGS

Regional Committees

A minimum of four meetings per year.
Special meetings may be called as required.

Central Committee

A minimum of two meetings per year.
Special meetings may be called as required.

MINUTES

The presiding Chair is responsible to prepare the agenda and ensure that minutes are distributed as soon as possible as per the distribution list which is *agreed* to by both parties. The presiding Chair and Co-chair will sign *the* minutes of each meeting. Such minutes will then be posted for the information of all employees within the area represented since communication is a prime purpose.

Provision for typing of minutes will be made by the Employer.

IMMUNITY

Members must be free to discharge their duties without fear of reprisal, or that their relationships within the Corporation will be affected by action taken in good faith as a member of the committee and a representative of either Management or Union.

AMENDMENTS

These terms of reference may be amended by mutual agreement of both parties.

COMMUNICATIONS

The Employer shall ensure that minutes of the local joint consultation meetings are distributed in accordance with the distribution list and are posted on bulletin boards in all plant locations.

SUPERVISOR/EMPLOYEE RELATIONSHIP

It is not intended that the program should circumvent or replace the normal relationship between an employee and the supervisor.

DISTRIBUTION LIST

Regional Committees

- 1 copy to the Employer Head Office (Personnel)**
- 1 copy to the Union of Northern Workers, Yellowknife Office**
- 1 copy to each of the 3 other local committees**
- 1 copy to each of the committee members**

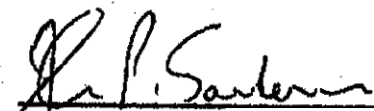
Central Committee


- 1 copy to each of the 4 local committees**
- 1 copy to each of the committee members**

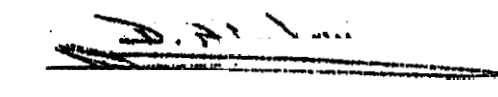
Signed at Yellowknife this 21st day of February, 1994

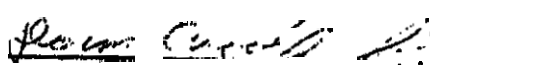
Signed by, for and on behalf
of the Government of the
Northwest Territories and the
Northwest Territories Power
Corporation.


Signed on behalf of the
Union of Northern Workers
and the Public Service
Alliance of Canada.



John Sanderson
Chief Negotiator


Michael McNamara
Chief Negotiator, PSAC

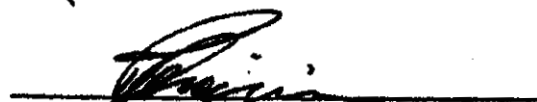

Derek Aindow
Director, Personnel, NWTPC


Charlie Ruttan
First Vice President, UNW


Leon Courneya
Vice President, Finance, NWTPC


Jim MacEwen
First Vice President, PSAC


Rick Blennerhassett
Manager, Central Arctic, NWTPC



Reginald Crozier
Committee Member



Herb Hunt
Director, Labour Relations, GNWT


Tony Watier
Committee Member


Martha Kenney
Manager, Labour Research, GNWT


Florence Julyan
Committee Member


Denis Rivard
Committee Member


Robert Morling
Committee Member

10