

Collective Agreement

between

The Northwest Territories
Power Corporation

and

The Union of Northern Workers

Expires December 31, 2001

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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

INTERPRETATION AND DEFINITIONS

- 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 Chairman of the Financial Management Board 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**;
 - (ii) "weekly rate of pay" means an employee's annual salary divided by **52**;
 - (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 **and excludes a person who is determined, in accordance with Section 41(1.8) of the Public Service Act, to be ineligible for membership in the bargaining unit.**
- (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, because of the discontinuance of a function, **or an employee whose position has been transferred to a new community and the employee chooses not to transfer with the position.**
- (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 or older 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

MANAGERIAL RIGHTS AND RESPONSIBILITIES

- 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, harassment or coercion exercised or practised with respect to any employee by reason of age, sex, race, colour, creed, national or ethnic origin, marital status, family status, sexual orientation, disability, conviction for which a pardon has been granted, religious or political affiliation, by reason of Union membership or activity, nor by exercising their rights under the Collective Agreement.

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. Employee social clubs may request to have fees deducted by the Employer from the pay of employees to whom this Agreement applies, upon the written authorization of the employee.
- 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, job title, classification and Social Insurance Number of each new employee. The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.
- 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 Upon hiring or 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, including the employee's classification level, salary and the organizational chart depicting the position's place in the organization.

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 fifteen (15) days 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 twenty (20) days 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 twenty-five (25) days per year) if he/she has completed **eight (8)** or more years of continuous employment;
 - (d) two and one half (2 1/2) days per month (equivalent of thirty (30) days per year) if he/she has completed **fifteen (15)** or more years of continuous **employment**;
 - (e) **two and twenty-three twenty-fifths (2 23/25) days per month (equivalent of thirty-five (35) days per year if he/she has completed twenty-two (22) or more years of continuous employment.**

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 employee'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 Employer, 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 All hours worked after being recalled to duty pursuant to Article 15.07 will be paid at the overtime rate of two (2) times the straight time rate of pay for all hours worked for purposes of the recall, subject to the minimum payments set out in Article 25.01. An employee recalled pursuant to Article 15.07 shall be allowed to reschedule his/her vacation leave at the rate of one (1) day for each day of recall, or portion thereof.

15.10 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 were 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 where, 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 (6) 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 All 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

Delete Article effective March 31, 1997.

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 denied.
- (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 **seven (7)** 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;
- (d) **when an employee is required to care for his/her dependants permanently residing with the employee or seriously ill mother or father.**

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 **and such extension shall not be unreasonably withheld.**

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.

In circumstances where the Employer has reason to believe that an employee is abusing sick leave or where the Employer has identified a pattern of leave due to illness on Mondays and/or Fridays the Employer may request a medical certificate confirming the medical condition of the employee after having notified the Union identifying the perceived abuse or pattern.

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. The Union and the Employer recognize the high cost of transportation and employees are encouraged to use excursion fares where available. Where medical or dental appointments are amended by the health system or for legitimate personal reasons after the employee has booked excursion rates, the Employer will be responsible for cancellation or rebooking fees incurred in purchasing excursion tickets.
- (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. **The employee shall have the choice of having this leave added to his/her Vacation Leave accruals or paid out.**

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 receiving unemployment insurance benefits pursuant to Section 18, 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 employee to take leave of absence without pay for the duration of her pregnancy.

(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 credits.

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 20, 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 **date of ratification** of this Agreement, the amount of severance pay shall be two (2) weeks pay for each of the **eight** complete years of continuous service and one (1) weeks pay for each succeeding complete year of continuous service. The total amount of severance pay paid under this Clause shall not exceed **thirty-six (36)** 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 (applicable only to employees hired prior to April 12, 1995)

An employee hired prior to April 12, 1995, 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).

21.06 TERMINATION FOR HEALTH REASONS

This Clause shall apply to an employee whose employment is terminated as a result of a recommendation made to the Employer that the employee was incapable of performing his/her duties because of chronically poor health; and when such occurs the employee 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 thirty (30), less any period of continuous employment in respect of which severance pay was previously granted. The employee may request the severance payment to be made in two or more installments.

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.
- (c) Notwithstanding Articles 22.01(a) and 22.01(b), at the request of the employee, the Employer may allow employees to determine their own hours of work subject to operational requirements that due to the ongoing nature of their work cannot be met by working the standard hours.

When this occurs, employees must schedule their work such that they work an average of 40 hours per week over a four week period. Employees who are required by the Employer to work outside the approved regularly scheduled employee determined hours shall be paid in accordance with the overtime provisions of this Collective Agreement. Employees who are required by the Employer to work on designated paid holidays shall be compensated in accordance with Article 16.

- (d) The arrangements made in Article 22.01(c) may be terminated at any time by either the employee or the Employer with a minimum of 14 calendar days notice.
- (e) Such modifications as identified in (c) and (d) above shall be restricted to the period of Monday through Friday inclusive with no split shifts permitted.

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.

- (c) Notwithstanding Articles 22.02(a) and 22.02(b), at the request of the employee, the Employer may allow employees to determine their own hours of work subject to operational requirements that due to the ongoing nature of their work cannot be met by working the standard hours.

When this occurs, employees must schedule their work such that they work an average of 40 hours per week of work over a four week period. Employees who are required by the Employer to work outside the approved regularly scheduled employee determined hours shall be paid in accordance with the overtime provisions of this Collective Agreement. Employees who are required by the Employer to work on designated paid holidays shall be compensated in accordance with Article 16.

- (d) The arrangements made in Article 22.02(c) may be terminated at any time by either the employee or the Employer with a minimum of 14 calendar days notice.
- (e) Such modifications as identified in (c) and (d) above shall not permit split shifts.
- (f) The Employer agrees that employees will not be coerced into working a varied work schedule in accordance with Article 22.01(c) or Article 22.02(c).

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. Where operational requirements permit, employees may be relieved, for personal reasons, from working overtime. In cases of emergency employees will be required to work 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 **seven (7)** 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

equivalent to the Duty Travel Dinner Meal rate. An employee who works three (3) hours of overtime in excess of eight (8) hours of work on his/her day of rest shall receive a meal or meal allowance equivalent to the Duty Travel Dinner Meal rate. In addition, an employee shall receive an additional dinner meal or dinner meal allowance for every four (4) additional hours of overtime worked. 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. **An employee who receives meals or meal allowances under this Article shall not be entitled to the equivalent meals or meal allowances under the Duty Travel Policy.**

- 22.14 (a) An employee attending a training course on the instructions of the Employer shall receive pay at the straight time rate, **except in the following circumstances:**
- (i) **the employee will receive pay at the applicable overtime rate for all hours in attendance at a training course on a day of rest, or all hours in excess of an employee's scheduled hours of work;**
 - (ii) **an employee who works and attends a training course on a day other than a day of rest, will be paid at the applicable overtime rate for all hours worked or in training in excess of the employee's scheduled hours of work.**
- (b) Notwithstanding (a) **and except for the provisions of Article 24, an employee who is away from his/her headquarters area for the purpose of training is not eligible for pay on a scheduled day of rest unless 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 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 per 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, per 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 a 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.

22.17 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 Where 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 at 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.

- 24.03 (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, **except that he/she shall be allowed to return to his/her headquarters area at least every third weekend.**
- (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.
- (c) Only with the request of an employee and with the approval of the employer when an employee is working away from their normal headquarters for periods of time that are expected to be in excess of three continuous working days; and
 - (i) when the job is of such nature that an employee is not required to work overtime; and
 - (ii) the job, in the estimation of the supervisor, can be performed practically and reasonably beyond the normal daily/weekly hours of work, the employer may change the regular work schedule to permit the employee to work extra hours daily.

The employee will be compensated for that extra time so worked by being allowed that time off immediately upon return to the employees headquarters. Employees may defer taking the time off for up to a 60 calendar day period.
- (d) It is understood that any combination of hours worked in excess of eight hours in any one day or 40 hours in any one week under Article 24.03(c) will be used solely as time off in lieu of pay, hour for hour, and will not, under any circumstances be subject to overtime under articles in this collective agreement.

24.04 If an employee is required to work:

- (a) **more than 30 km outside of the boundary of the community where their position is located; or**
- (b) **outside of the boundary of the community where their position is located for four hours or more;**

and returns the same day, the employee will be entitled to meal allowances at the Duty Travel rates.

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 **four (4)** 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.
- (b) 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 **four (4)** 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 **June 30, 2000 -- \$18.00**

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

Effective **June 30, 2000 -- \$54.00**

- (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 \$9,500.
 - (i) Where operational requirements permit, these employees shall be entitled, at their request and with prior approval of the Employer, to time off from performing standby. The employee must request a minimum of one week of relief from standby. For every week that the employee is not on standby, the annual allowance is reduced by the amount of \$182.

- 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 **the first pay after June 30, 2000 -- \$2.00**

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.

An employee is entitled to be paid for services rendered in accordance with the annual rates of pay specified in Appendix A1 for the classification of the position to which the appointment is made. The annual rates of pay specified in Appendix A1 shall be the official rates of pay.

- 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 where 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 **by the Employer 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) 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 be 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.
 - (iii) the pay increase shall be effective at the beginning of the pay period that includes the anniversary date.**
- (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

29.1 Where the duties of a position held by an employee are no longer required to be

performed, the Corporation may lay-off the employee. The Corporation and the Union recognize the necessity and the justice of the application of the merit principle in determining who will be laid off. It is agreed that where two (2) employees of equal merit face being laid off, length of service will be the deciding factor.

In order to minimize the adverse effects of lay-off, the Corporation will provide retraining where practical.

29.2 Before an employee is terminated by the Corporation and the employee ceases to be an employee, the following provisions apply:

- a) the employee shall be given at least three (3) months lay-off 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 in Article 21.
- c) every employee subject to being laid-off shall, during the three (3) months notice period, 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 Corporation considers reasonable for the employee to travel to and from the place where his/her presence is so required.
- d) Subject to Article 29.01, the Corporation shall make every reasonable effort to provide alternate employment within the Corporation according to the following priority: 1) within the employee's headquarters area; 2) elsewhere within the Corporation.
- e) employees who accept a lower level position shall continue for a period of one year, to receive the salary and negotiated pay increases she/he was receiving or would receive had she/he not been served with lay-off notice or laid off.

29.03 The Corporation may waive the requirement to work the final three months of the notice period or portion thereof and provide thirteen (13) weeks pay or appropriate portion thereof following the last day of employment.

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 President of the Northwest Territories Power Corporation.
 - (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 (President of the Northwest Territories Power Corporation).
- 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 President of the Northwest Territories Power Corporation 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 where 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 therefore. 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 Chairman of the Financial Management Board 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 33 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 43 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:

G. Power
T. Jolliffe
D. Jones
J. Moreau

(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.

(c) Either party may have an arbitrator removed from the preceding list by providing notice to the other party.

(d) An arbitrator can only be appointed to the list by mutual consent of the parties.

31.21 (a) The arbitrator has all of the powers granted to arbitrators under Section 12 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 In addition to the powers granted to arbitrators under Section 12 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.

31.26 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 **and post in the workplace on a Hazardous Materials Bulletin Board** 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.

32.12 Employees who are required to regularly work directly with the Video Display Terminals (VDTs) shall spend 10 minutes performing other duties away from the VDT after each hour of continuous operation.

32.13 The employer agrees that any policy it uses in regard to Light Duty or Modified Duty programs will be compliant with any and all applicable legislation.

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 (6) months of employment.

33.03 General

These employees will be covered under the Manufacturers Group Benefit Program in accordance with the terms of these plans. **The Employer will provide details of these plans to employees upon hire and to current employees upon request.**

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 **Power Linepersons** shall be reimbursed upon providing receipts to the Employer, up to **\$300** annually for the purchase of safety work boots. Any amounts expended, but not reimbursed may be carried forward to the following year, but such amounts cannot exceed the **\$300** yearly maximum. Amounts carried forward will be paid on the first pay period following April 1st of the following year. A **power lineperson** must complete one year of continuous employment in order to become eligible for the allowance.

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.

36.06 The Employer agrees to provide the Union with a copy of all nonconfidential personnel manuals and directives that may be issued from time to time.

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 who 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 For employees hired prior to April 12, 1995 and who die, 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.

Employees hired after April 12, 1995 shall not receive the benefits of this Clause.

- 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 **During the month of September** of each calendar year, the Employer shall provide **eligible** employees on strength as of September 1st **of that year with a \$500** protective clothing subsidy as follows:
- (a) **for employees who provide receipts (once annually) prior to September 1st of each calendar year for the period of September 1st of the previous year to August 31st, reimbursement, to a maximum of**

\$500, for those receipts; or

- (b) if an employee provides no receipts prior to September 1st, the employee shall be paid \$500 as a taxable allowance;**
- (c) if an eligible employee provides receipts in excess of \$500, the excess amount may be carried over into the following year.**

42.02 Eligible employees include the following:

- (a) all employees in Appendix A;
- (b) all employees in Project Officer or Project Engineer positions;
- (c) all Plant Superintendents and Plant Operators;
- (d) all employees in the bargaining unit who are in positions that were eligible for the allowance according to the Employer's past practice prior to April 1, 1994;
- (e) any other employee who the Employer considers eligible for the subsidy based on his/her work responsibilities.

42.03 For the purposes of Article **42.02(e)**, the Employer agrees to consult with the Union prior to adding employees to the eligibility list.

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 term of this Agreement shall be from January 1, 1999 to December 31, 2001. Changes to pay schedules in Appendix A and A1 shall be effective on the dates specified in the schedules. All other provisions of this Agreement take effect on date of ratification unless another date is expressly stated therein.

45.02 Notwithstanding the preceding, the provisions of this Agreement, including the

provisions for the adjustments of disputes in Article 31, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.

- 45.03 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 41.01 of the Public Service Act.
- 45.4 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 until the requirements of Section 41.04(1)(b) of the Public Service Act have been met.
- 45.5 If the Corporation is removed from the Public Service Act, the terms and conditions of this agreement shall remain in force until the parties have had an opportunity to enter into negotiations for a new Collective Agreement, which shall commence no later than three (3) months following the effective date of removal.**

ARTICLE 46

PART-TIME EMPLOYEES

- 46.01 Part-time employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion as their weekly hours of work compare to the standard work week for their position classification. Part-time employees' eligibility for the Manufacturers Group Benefit Program and Superannuation is determined in accordance with the eligibility requirements of these plans.
- 46.02 Notwithstanding 46.01, part-time employees employed as of the date of signing this Collective Agreement, shall continue to receive their current level of benefits under the Collective Agreement.
- 46.03 Effective on the date of signing of this Collective Agreement, the Employer agrees to discontinue the practice of hiring Contract Operators to perform bargaining unit work.
- 46.04 Effective on the date of signing of this Collective Agreement, the Employer will offer to each of its current contract operators the opportunity to withdraw from their contract and become an employee of the Corporation and a member of the bargaining unit. In any event, upon the expiry date of an existing contract with a contract operator, the Employer shall fill the vacancy with an individual who shall become a member of the bargaining unit.

- 46.05 Contract operators who become employees of the bargaining unit immediately following a period of contract employment with the Company shall have their continuous service/employment date back-dated to the date of their original continuous contract employment date for purposes of this Collective Agreement.

ARTICLE 47

RESIGNATION

- 47.01 An employee may, within forty-eight (48) hours of notifying the Employer of resignation, withdraw that resignation. The Employer will not process a resignation until forty-eight (48) hours has passed. The employee will not be paid if he/she is not at work, but was scheduled to be at work, during that forty-eight (48) hour period. An employee may take advantage of this once during the term of the current collective agreement.

ARTICLE 48

CONTINUOUS SERVICE BONUS

- 48.01 The Corporation and Union agree that it is mutually beneficial to implement a compensation payment which encourages employees to remain with the Corporation. Effective December 1, 1997:
- a) all employees hired on or before December 1, 1998 who were hired in the month of November, who are on staff as of December 1 each year and who have a minimum of six months continuous service will receive an annual Continuous Service Bonus according to their length of service.
 - b) all employees except those listed in (a) who are on staff as of November 1 each year and who have a minimum of six months continuous service will receive an annual Continuous Service Bonus according to their length of service.

The Continuous Service Bonus will be paid on the second pay period of November. Employees will be paid in accordance with the rates specified in Appendix A2.

APPENDIX A

HOURLY RATES OF PAY AND RANGES AND EXPERIENCE INCREMENTS

Effective January 1, 1999

Training Steps	1	2	3	4
Class # Class Title				
3001 PLANT OPERATOR	19.04	19.93	20.82	21.72
3031 LABOURER	17.99			
3033 TRADES HELPER	19.04	19.47	19.91	
3035 TRADESPERSON	19.85	20.32	20.75	21.25
3037 COOK/CUSTODIAN	19.04	19.47	19.91	20.32
3011 STOCKKEEPER I	19.04	19.47	19.91	
3012 STOCKKEEPER II	19.85	20.32	20.75	21.25
3003 SYSTEM OPERATOR I	24.43			
3004 SYSTEM OPERATOR II	26.15 (upon successful completion of System Operator course)			
3005 ASSISTANT PLANT OPERATOR	17.05	17.77	18.49	19.21

Class # Class Title	JOURNEYPERSON
3039 POWER LINEPERSON	27.15
3043 DIESEL MECHANIC	27.15
3045 WELDER	27.15
3047 CARPENTER	27.15
3049 PLUMBER	27.15
3051 ELECTRICIAN	27.15
3008 POWER ENGINEER	27.15
1110 TECHNICIAN	29.93
3053 INDUSTRIAL WAREHOUSEPERSON	25.55

Employees paid under the provisions of Appendix A will be entitled to a Continuous Service Bonus in accordance with the provisions of Appendix A2.

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 per hour
After 3 years of service	\$0.30 per hour
After 4 years of service	\$0.40 per 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 per hour
After 9 years of service	\$0.90 per hour
After 10 years of service	\$1.00 per hour

NOTE: Assistant Plant Operators are not eligible for experience increments.

Lead Hand Allowance

Whenever a **Journey person** is working outside his headquarters worksite, is not under direct supervision, and is part of a crew of two or more, the Employer shall designate one of the **Journey person** positions as Lead Hand. The Lead Hand shall be paid an allowance of \$2.00 per hour for all hours worked.

APPENDIX A

HOURLY RATES OF PAY AND RANGES AND EXPERIENCE INCREMENTS

Effective January 1, 2000

Training Steps	1	2	3	4
Class # Class Title				
3001 PLANT OPERATOR	19.61	20.53	21.44	22.37
3031 LABOURER	17.99			
3033 TRADES HELPER	19.61	20.05	20.51	
3035 TRADESPERSON	20.45	20.93	21.37	21.89
3037 COOK/CUSTODIAN	19.61	20.05	20.51	20.93
3011 STOCKKEEPER I	19.61	20.05	20.51	
3012 STOCKKEEPER II	20.45	20.93	21.37	21.89
3003 SYSTEM OPERATOR I	25.16			
3004 SYSTEM OPERATOR II	26.93 (upon successful completion of System Operator course)			
3005 ASSISTANT PLANT OPERATOR	17.05	17.77	18.49	19.21
Class # Class Title	JOURNEYPERSON			
3039 POWER LINEPERSON		27.96		
3043 DIESEL MECHANIC		27.96		
3045 WELDER		27.96		
3047 CARPENTER		27.96		
3049 PLUMBER		27.96		
3051 ELECTRICIAN		27.96		
3008 POWER ENGINEER		27.96		
1110 TECHNICIAN		30.83		
3053 INDUSTRIAL WAREHOUSEPERSON		26.32		

Employees paid under the provisions of Appendix A will be entitled to a Continuous Service Bonus in accordance with the provisions of Appendix A2.

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 per hour
After 3 years of service	\$0.30 per hour
After 4 years of service	\$0.40 per 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 per hour
After 9 years of service	\$0.90 per hour
After 10 years of service	\$1.00 per hour

NOTE: Assistant Plant Operators are not eligible for experience increments.

Lead Hand Allowance

Whenever a **Journeyman** is working outside his headquarters worksite, is not under direct supervision, and is part of a crew of two or more, the Employer shall designate one of the **Journeyman** positions as Lead Hand. The Lead Hand shall be paid an allowance of \$2.00 per hour for all hours worked.

APPENDIX A

HOURLY RATES OF PAY AND RANGES AND EXPERIENCE INCREMENTS

Effective January 1, 2001

Training Steps	1	2	3	4
Class # Class Title				
3001 PLANT OPERATOR	20.40	21.35	22.30	23.27
3031 LABOURER	17.99			
3033 TRADES HELPER	20.40	20.86	21.33	
3035 TRADESPERSON	21.26	21.77	22.23	22.76
3037 COOK/CUSTODIAN	20.40	20.86	21.33	21.77
3011 STOCKKEEPER I	20.40	20.86	21.33	
3012 STOCKKEEPER II	21.26	21.77	22.23	22.76
3003 SYSTEM OPERATOR I	26.17			
3004 SYSTEM OPERATOR II	28.01 (upon successful completion of System Operator course)			
3005 ASSISTANT PLANT OPERATOR	17.73	18.48	19.23	19.98

Class # Class Title	JOURNEYPERSON
3039 POWER LINEPERSON	29.08
3043 DIESEL MECHANIC	29.08
3045 WELDER	29.08
3047 CARPENTER	29.08
3049 PLUMBER	29.08
3051 ELECTRICIAN	29.08
3008 POWER ENGINEER	29.08
1110 TECHNICIAN	32.06
3053 INDUSTRIAL WAREHOUSEPERSON	27.37

Employees paid under the provisions of Appendix A will be entitled to a Continuous Service Bonus in accordance with the provisions of Appendix A2.

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 per hour
After 3 years of service	\$0.30 per hour
After 4 years of service	\$0.40 per 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 per hour
After 9 years of service	\$0.90 per hour
After 10 years of service	\$1.00 per hour

NOTE: Assistant Plant Operators are not eligible for experience increments.

Lead Hand Allowance

Whenever a **Journeyman** is working outside his headquarters worksite, is not under direct supervision, and is part of a crew of two or more, the Employer shall designate one of the **Journeyman** positions as Lead Hand. The Lead Hand shall be paid an allowance of \$2.00 per hour for all hours worked.

APPENDIX A1 (RATES OF PAY) OFFICE EMPLOYEES

January 1, 1999

A11	30,505	31,859	33,211	34,565	35,919
A12	31,182	32,649	34,113	35,581	37,047
A13	32,423	33,888	35,355	36,821	38,288
A14	33,211	34,791	36,370	37,949	39,528
A15	34,453	36,032	37,611	39,191	40,770
B21	35,355	37,047	38,739	40,431	42,124
B22	36,709	38,400	40,093	41,785	43,477
B23	37,724	39,528	41,333	43,138	45,050
B24	39,191	40,995	42,800	44,605	46,410
B25	40,319	42,236	44,154	46,071	47,989
B31	41,785	43,703	45,620	47,539	49,455
B32	43,026	45,056	47,087	49,118	51,148
B33	44,266	46,410	48,553	50,697	52,840
B34	45,959	48,102	50,246	52,388	54,531
B35	47,313	49,569	51,825	54,080	56,336
C41	48,291	50,660	53,027	55,397	57,765
C42	50,209	52,577	54,946	57,314	59,684
C43	51,675	54,156	57,653	59,119	61,601
C44	53,253	55,848	58,442	61,037	63,631
C45	55,397	57,991	60,586	63,180	65,775
C51	57,202	59,909	62,617	65,324	68,031
C52	59,007	61,826	64,647	67,467	70,287
C53	60,924	63,857	66,790	69,723	72,656
C54	62,842	65,887	68,934	71,979	75,024
C55	64,082	68,144	71,302	74,460	77,618
D61	64,985	68,820	73,557	78,295	83,033
D62	66,452	71,302	76,152	81,002	85,854
EC51	59,158	61,865	64,573	67,280	69,987
EC53	62,880	65,813	68,746	71,679	74,612
EC55	66,038	70,100	73,258	76,416	79,574
ED61	66,941	70,776	75,513	80,251	84,989

Employees paid under the provisions of Appendix A1 will be entitled to a Continuous Service Bonus in accordance with the provisions of Appendix A2.

Memorandum of Understanding

All those positions which require an Engineering degree shall be moved from the Appendix A1 grid and placed onto a new grid in Appendix A1. Each employee will have his/her grid classification changed by the addition of an "E" before the classification.

The affected grid classifications are C51 (to EC51), C53 (to EC53), C55 (to EC55) and D61 (to ED61). This shall be effective April 1, 1997.

APPENDIX A1 (RATES OF PAY) OFFICE EMPLOYEES

January 1, 2000

A11	31,421	32,815	34,208	35,602	36,997
A12	32,118	33,629	35,137	36,649	38,159
A13	33,396	34,905	36,416	37,926	39,437
A14	34,208	35,835	37,462	39,088	40,714
A15	35,487	37,113	38,740	40,367	41,994
B21	36,416	38,159	39,902	41,644	43,388
B22	37,811	39,552	41,296	43,039	44,782
B23	38,856	40,714	42,573	44,433	46,402
B24	40,367	42,225	44,084	45,944	47,803
B25	41,529	43,504	45,479	47,454	49,429
B31	43,039	45,015	46,989	48,966	50,939
B32	44,317	46,408	48,500	50,592	52,683
B33	45,594	47,803	50,010	52,218	54,426
B34	47,338	49,546	51,754	53,960	56,167
B35	48,733	51,057	53,380	55,703	58,027
C41	49,740	52,180	54,618	57,059	59,498
C42	51,716	54,155	56,595	59,034	61,475
C43	53,226	55,781	59,383	60,893	63,450
C44	54,851	57,524	60,196	62,869	65,540
C45	57,059	59,731	62,404	65,076	67,749
C51	58,919	61,707	64,496	67,284	70,072
C52	60,778	63,681	66,587	69,492	72,396
C53	62,752	65,773	68,794	71,815	74,836
C54	64,728	67,864	71,003	74,139	77,275
C55	66,005	70,189	73,442	76,694	79,947
D61	66,935	70,885	75,764	80,644	85,524
D62	68,446	73,442	78,437	83,433	88,430
EC51	60,933	63,721	66,511	69,299	72,087
EC53	64,767	67,788	70,809	73,830	76,851
EC55	68,020	72,203	75,456	78,709	81,962
ED61	68,950	72,900	77,779	82,659	87,539

Employees paid under the provisions of Appendix A1 will be entitled to a Continuous Service Bonus in accordance with the provisions of Appendix A2.

Memorandum of Understanding

All those positions which require an Engineering degree shall be moved from the Appendix A1 grid and placed onto a new grid in Appendix A1. Each employee will have his/her grid classification changed by the addition of an "E" before the classification. The affected grid classifications are C51 (to EC51), C53 (to EC53), C55 (to EC55) and D61 (to ED61). This shall be effective April 1, 1997.

APPENDIX A1 (RATES OF PAY) OFFICE EMPLOYEES

January 1, 2001

A11	32,678	34,128	35,577	37,027	38,477
A12	33,403	34,975	36,543	38,115	39,686
A13	34,732	36,302	37,873	39,444	41,015
A14	35,577	37,269	38,961	40,652	42,343
A15	36,907	38,598	40,290	41,982	43,674
B21	37,873	39,686	41,499	43,310	45,124
B22	39,324	41,135	42,948	44,761	46,574
B23	40,411	42,343	44,276	46,211	48,259
B24	41,982	43,914	45,848	47,782	49,716
B25	43,191	45,245	47,299	49,353	51,407
B31	44,761	46,816	48,869	50,925	52,977
B32	46,090	48,265	50,440	52,616	54,791
B33	47,418	49,716	52,011	54,307	56,604
B34	49,232	51,528	53,825	56,119	58,414
B35	50,683	53,100	55,516	57,932	60,349
C41	51,730	54,268	56,803	59,342	61,878
C42	53,785	56,322	58,859	61,396	63,934
C43	55,356	58,013	61,759	63,329	65,988
C44	57,046	59,825	62,604	65,384	68,162
C45	59,342	62,121	64,901	67,680	70,459
C51	61,276	64,176	67,076	69,976	72,875
C52	63,210	66,229	69,251	72,272	75,292
C53	65,263	68,404	71,546	74,688	77,830
C54	67,318	70,579	73,844	77,105	80,366
C55	68,646	72,997	76,380	79,762	83,145
D61	69,613	73,721	78,795	83,870	88,945
D62	71,184	76,380	81,575	86,771	91,968
EC51	63,371	66,270	69,172	72,071	74,971
EC53	67,358	70,500	73,642	76,784	79,926
EC55	70,741	75,092	78,475	81,858	85,241
ED61	71,708	75,816	80,891	85,966	91,041

Employees paid under the provisions of Appendix A1 will be entitled to a Continuous Service Bonus in accordance with the provisions of Appendix A2.

Memorandum of Understanding

All those positions which require an Engineering degree shall be moved from the Appendix A1 grid and placed onto a new grid in Appendix A1. Each employee will have his/her grid classification changed by the addition of an "E" before the classification. The affected grid classifications are C51 (to EC51), C53 (to EC53), C55 (to EC55) and D61 (to ED61). This shall be effective April 1, 1997.

APPENDIX A2

<u>Continuous Service</u>	<u>Annual Payment November 1, 1999</u>	<u>Annual Payment November 1, 2000</u>	<u>Annual Payment November 1, 2001</u>
6 - 12 months continuous service	1,100 (prorated)	1,300 (prorated)	1,500 (prorated)
1 - 2 years of continuous service	1,100	1,300	1,500
3, 4 and 5 years continuous service	1,350	1,550	1,750
6, 7, 8, and 9 years continuous service	1,600	1,800	2,000
10, 11, 12, 13 and 14 years continuous service	1,850	2,050	2,250
15, 16, 17, 18 and 19 years continuous service	2,100	2,300	2,500
20 or more years of continuous service	2,350	2,550	2,750

Employees with less than 12 months continuous service but who have completed six months continuous service will have their bonus pro-rated based on the number of completed months of continuous service.

APPENDIX B

POLICY DIRECTIVES (ULTIMATE REMOVAL)

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

HR-19 Relocation

HR-26 Duty Travel

The Corporation and the Union agree to form a Joint Committee with two (2) representatives from each party to review these policies. Recommendations from this Committee shall go to the Corporation and the Union. The Corporation and the Union may amend these policies during the term of this Agreement by mutual agreement.

Copies of these policies shall be provided to current employees as soon as reasonably possible following signing of this Agreement. Where possible, copies will be provided through the Corporation's intranet.

New employees shall be provided with copies of these policies upon hiring.

APPENDIX C
LOCATION ALLOWANCE
(Effective January 1, 1999)

Aklavik	12,818
Colville Lake	16,086
Deline	14,220
Fort Good Hope	14,220
Fort Liard	7,323
Fort McPherson	11,417
Fort Providence	3,813
Fort Resolution	3,813
Fort Simpson	3,813
Fort Smith	2,411
Hay River	1,257
Holman Island	17,487
Inuvik	8,925
Jean Marie River	11,417
Kakisa	3,813
Lutsel k'e	12,818
Nahanni Butte	8,613
Norman Wells	11,648
Paulatuk	17,487
Rae Edzo	3,813
Rae Lakes	12,881
Sachs Harbour	17,487
Snare Lakes	12,818
Snare	12,818
Talston	12,881
Trout Lake	11,417
Tsiigehtichic	11,417
Tuktoyaktuk	13,192
Tulita (Fort Norman)	12,881
Wha Ti (Lac la Marte)	12,881
Wrigley	11,417
Yellowknife	2,411

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

APPENDIX C
LOCATION ALLOWANCE
(Effective January 1, 2000)

Aklavik	13,218
Colville Lake	16,486
Deline	14,620
Fort Good Hope	14,620
Fort Liard	7,723
Fort McPherson	11,817
Fort Providence	4,213
Fort Resolution	4,213
Fort Simpson	4,213
Fort Smith	2,811
Hay River	1,657
Holman Island	17,887
Inuvik	9,325
Jean Marie River	11,817
Kakisa	4,213
Lutsel k'e	13,218
Nahanni Butte	9,013
Norman Wells	12,048
Paulatuk	17,887
Rae Edzo	4,213
Rae Lakes	13,281
Sachs Harbour	17,887
Snare Lakes	13,218
Snare	13,218
Talston	13,281
Trout Lake	11,817
Tsiigehtichic	11,817
Tuktoyaktuk	13,592
Tulita (Fort Norman)	13,281
Wha Ti (Lac la Marte)	13,281
Wrigley	11,817
Yellowknife	2,811

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

In addition to Local Differential Payment, 5% of an employee's regular gross salary shall be designated as a travel allowance pursuant to the Income Tax Act effective June 30, 2000.

APPENDIX C
LOCATION ALLOWANCE
(Effective January 1, 2001)

Aklavik	14,540
Colville Lake	18,135
Deline	16,082
Fort Good Hope	16,082
Fort Liard	8,495
Fort McPherson	12,999
Fort Providence	4,634
Fort Resolution	4,634
Fort Simpson	4,634
Fort Smith	3,092
Hay River	1,823
Holman Island	19,676
Inuvik	10,258
Jean Marie River	12,999
Kakisa	4,634
Lutsel k'e	14,540
Nahanni Butte	9,914
Norman Wells	13,253
Paulatuk	19,676
Rae Edzo	4,634
Rae Lakes	14,609
Sachs Harbour	19,676
Snare Lakes	14,540
Snare	14,540
Talston	14,609
Trout Lake	12,999
Tsiigehtichic	12,999
Tuktoyaktuk	14,951
Tulita (Fort Norman)	14,609
Wha Ti (Lac la Marte)	14,609
Wrigley	12,999
Yellowknife	3,092

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

In addition to Local Differential Payment, 5% of an employee's regular gross salary shall be designated as a travel allowance pursuant to the Income Tax Act effective June 30, 2000.

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 (6) 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

Appendix E deleted.

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
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 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. Employees on the "availability list" shall receive an "Availability Allowance" of \$2.50 per hour (\$5.00 per occurrence) for Monday to Friday and \$3.00 per hour (\$6.00 per occurrence) for Saturday, Sunday, and Designated Paid Holidays.

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
Between the
Northwest Territories Power Corporation
and the
Union of Northern Workers
Twelve Hour (12) Shift Schedule
Inuvik 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;**
- c) **“set” means a maximum of five (5) shifts which fall on consecutive days;**
- d) **“cycle” means a six week period of time in which an employee works 240 regular hours.**

Hours of Work

- 1) **Regular hours of work for full-time employees exclusive of meal periods shall be:**
 - a) **Twelve consecutive hours per day with shifts commencing at 0700 and 1900 hours.**
 - b) **An average of forty (40) hours per week throughout a shift cycle.**
 - c) **A maximum of five (5) consecutive shifts.**
- 2) **Shift schedules will be based on six (6) week cycles, or multiples thereof, and will be posted at least forty-two (42) days in advance of the starting date of the new schedule.**

Overtime

- 1) **The Employer will designate the Operations Superintendent to authorize overtime.**
- 2) **Overtime worked immediately following or immediately proceeding 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 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 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) Notwithstanding the Hours of Work provisions above, the Employer may schedule a swing shift operator whose regular hours of work shall be Monday to Friday from 0800 hours to 1700 hours exclusive of a meal period.
- 2) The swing shift operator shall assist the regular shift operator as required and shall perform other duties as required by the Operations Superintendent. A change in duties within the same shift shall not constitute a rescheduling of the swing shift

operator.

- 3) Notwithstanding the Overtime provisions above, when a swing shift operator is utilized to replace the regularly scheduled shift operator, he/she shall be compensated as follows:
 - a) where there is less than three (3) calendar days notice, at the straight time rate for the first eight (8) hours worked and at the appropriate overtime rate for all hours worked after the first eight (8) hours for that set of shifts and all hours worked on his/her scheduled days of rest;
 - b) where there is at least three (3) calendar days notice, at the straight time rate of pay for the first twelve (12) hours worked and at the appropriate overtime rate for all hours worked after the first twelve (12) hours on that shift and for all hours worked in excess of an average of forty (40) hours per week throughout a shift cycle.

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 a maximum of six months.
 - 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.
- 2) 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. Employees on the "availability list" shall receive an "Availability Allowance" of \$5.00 per hour (\$10.00 per occurrence) for Monday to Friday and \$8.00 per hour (\$16.00 per occurrence) for Saturday, Sunday and Designated Paid Holidays.

General

- 1) **Notwithstanding the provisions of Article 22.16, this Letter of Agreement shall remain in effect for the duration of this collective agreement unless terminated by the mutual agreement of the parties.**

 - 2) **For the period of May 20, 1999 to December 31, 2001:**
 - a) **all existing permanent Stationary Engineers and Plant Operators in Inuvik, and**

 - b) **one additional position that will be either a System Operator or Plant Operator in Inuvik**
- shall not be subject to lay-off.**

APPENDIX G – MEMORANDUM OF AGREEMENT

EXCLUSIONS

Exclusion Procedure

This procedure shall be effective on date of ratification.

- 1. Where the Employer wishes to exclude a position from the bargaining unit, the Employer shall deliver to the Union a statement which includes the job description for that position and organization chart.**
- 2. Where the Union objects to a proposed exclusion, it shall deliver to the Employer a notice of objection.**
- 3. Where the Union fails to deliver a notice of objection within thirty (30) days of the receipt by the Union of the proposal under paragraph 1, the Union shall be deemed to have agreed to the exclusion of the position. This time limit may be extended by agreement of the parties.**
- 4. Where the Union has delivered an objection pursuant to paragraph 2, 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.**
- 5. Where a matter has been referred to arbitration under paragraph 4, it shall be decided by a single arbitrator agreed to by the parties according to Article 31.20 and Articles 31.21 to 31.24 shall apply.**
- 6. If the parties or an arbitrator subsequently determine that a position to which the Union has objected pursuant to paragraph 2 should be included, the Employer shall pay to the Union any union dues which should have been paid to the Union under Article 10 for that position retroactive to the later of:**
 - a) the date of the Employer's statement in paragraph 1; or**
 - b) the date the position is filled.**

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

- 7. **In lieu of earned vacation, casual employees shall receive a payment of 6% of regular gross earnings, excluding Location Allowance.**
- 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.
- 9. **Notwithstanding Article 22, Labourers will be eligible for overtime if their hours of work exceed 8 hours per day or 40 hours per week.**

Appendix I
Assistant Plant Operators

The following terms and conditions will apply to the employment of “Assistant Plant Operators” by the Employer:

1. “Assistant Plant Operator” means a person employed by the Employer to assist the Plant Superintendent in the fulfillment of his/her duties.
2. Notwithstanding Article 22, Assistant Plant Operators will be eligible for overtime if their hours of work exceed 8 hours per day or 40 hours per week.
3. In lieu of earned vacation, Assistant Plant Operators shall receive a payment of 6% regular gross earning, paid bi-weekly.
4. An Assistant Plant Operator who has not accumulated 500 hours will be entitled to the provisions of the Collective Agreement with the following exceptions:
 - a) Article 2.01 (f)
Article 18
Article 19, except 19.07
Article 20, except 20.02
Article 21
Article 27.01
Article 29
Article 33
Article 42
Appendix H
 - b) These Assistant Plant Operators shall be given 10 days written notice of termination of employment.
5. Once the Assistant Plant Operator has accumulated 500 hours he/she will be entitled to the provisions of the Collective Agreement with the following exceptions:
 - a) Article 2.01 (f)
Article 19.01 and 19.03
Article 20.09 and 20.10
Article 27.01
Appendix H
 - b) Assistant Plant Operators’ eligibility for the Manufacturers Group Benefit Plan and Superannuation is determined in accordance with the eligibility of these plans.

- 6. Notwithstanding Article 42, Assistant Plant Operators who have accumulated 500 hours shall receive a Protective Clothing Subsidy in accordance with Article 42. This subsidy will be paid the following September and there after on a bi-annual basis during the month of September.**
- 7. Assistant Plant Operators who have accumulated 500 hours shall accumulate sick leave at a rate of 0.058 hours for each regular hour the Assistant Plant Operator works. Assistant Plant Operators shall not accumulate sick leave on overtime hours worked.**
- 8. Notwithstanding Article 28, the anniversary date of an Assistant Plant Operator shall be the date the Assistant Plant Operator has completed 500 hours.**
- 9. Assistant Plant Operators will be paid for services rendered in accordance with the hourly rates of pay specified in Appendix A.**
- 10. Notwithstanding Article 28, an Assistant Plant Operator shall progress from Step 1 to Step 2 after the completion of 500 hours.**
- 11. Assistant Plant Operators who replace Plant Superintendents shall be paid an acting salary of Step 1 of the Plant Superintendent salary.**
- 12. Assistant Plant Operators who replace Plant Superintendents and are required by the Employer to be on standby shall receive an allowance paid on a daily basis for each day of standby in accordance with Article 26.01 (b) (i).**
- 13. Notwithstanding Appendix A2, an Assistant Plant Operator's anniversary date shall be used to determine Continuous Service Bonus.**
- 14. An Assistant Plant Operator who has not worked for a period of three (3) consecutive months shall lose his/her entitlements under paragraphs 5, 6, 7, 8 and 13 of this Appendix and must work an additional 500 hours before regaining his/her entitlement under those paragraphs.**
- 15. Nothing in this Appendix shall constitute a guarantee of hours.**

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

RE: Transitional Provisions Regarding Assistant Plant Operators

Effective on the date of signing this Collective Agreement all casual employees performing the work of an Assistant Plant Operator shall become an Assistant Plant Operator. In communities where the Employer has more than one casual employee performing the work of an Assistant Plant Operator the Employer is only required to make one casual employee an Assistant Plant Operator.

For the purposes of determining eligibility for benefits and placement of these Employees on the Assistant Plant Operator salary grid, all hours worked by these Employees since January 1, 1998 shall be counted (unless the Employee has not worked any hours for three (3) consecutive months), provided that none of these Employees shall have their rates of pay reduced.

These Employees will be eligible for Continuous Service Bonus under Appendix I on the Continuous Service Bonus payment date following ratification of this Collective Agreement.

Notwithstanding Appendix I, these Employees will receive one (1) increment increase on his/her next anniversary date following the date of ratification of this Collective Agreement.

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

No Employees will be transferred to Nunavut, except with the employee's consent, until after March 31, 2001. No employees will be given notice of lay-off as a direct result of the division of the Territories, or the Corporation, which will have an effective date prior to March 31, 2001.

In the event of a lay-off as a direct result of the division of the Territories or the Corporation, if the Corporation does not waive the notice period, the Employee shall receive, in addition to severance pay under Article 21, an additional payment equal to twelve (12) weeks pay.

Letter of Understanding
Respecting Settlement Transient Accommodation
Between
The Union of Northern Workers
and the
Northwest Territories Power Corporation

1. The Employer agrees to consult with the Union regarding improvements in Settlement Transient Accommodation in each Region.
2. The Employer agrees to continue its current efforts to upgrade Settlement Transient Accommodation as its budget and resources permit.
3. Sub-committees of the Regional Joint Consultation Committees shall be established to develop guidelines for housekeeping for Settlement Transient Accommodation.

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

The Employer and the Union agree to resolve all of the grievances which were filed following the work stoppages which occurred during July and August 1994 on the following basis:

1. The Corporation shall reimburse all of those employees who received a suspension, and who are employees of the Corporation as of January 16, 1997, for all monies deducted from the employees' pay as a result of a suspension.
2. All letters of suspension shall be replaced with a letter of written reprimand.
3. The substitution of a written reprimand for a suspension shall not affect any subsequent discipline which may have been imposed on an employee.
4. The Union shall withdraw all grievances which have been filed on behalf of any employee, including ex-employees of the Corporation, with respect to the suspensions which were imposed.

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

Should the Corporation, during the term of this Collective Agreement establish a sabbatical, deferred, self-funded or prepaid leave plan for its excluded employees, such plan shall be made available to bargaining unit employees and shall be administered in a fair and reasonable manner.

Memorandum of Understanding

Between
Union of Northern Workers
And
Northwest Territories Power Corporation

The union and the Employer agree to convene a Corporate Joint Consultation meeting not later than sixty days following June 30, 2000 to discuss dirty work.

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

The parties will, prior to the printing of the Collective Agreement, jointly review the Collective Agreement and remove all reference to the Nunavut Territory and communities in Nunavut Territory.

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

In communities where the Employer has more than one contract operator, the Employer is only required to make an offer of employment under Article 46.04 to one of the contract plant operators.

**Memorandum of Understanding
Union/Management Benefits Committee**

- 1. Nunavut Employees Union (NEU), Union of Northern Workers (UNW), and Northwest Territories Power Corporation (the Corporation), hereinafter referred to as the “parties”, agree to form a Union/Management Benefits Committee (UMBC) in accordance with Article 33.04 of the Collective Agreement.**
- 2. The UMBC will review the current benefit coverage provided under Articles 33.02, 33.03 and 33.04 of the Collective Agreement with the objective of providing the maximum level of benefits at a cost equivalent to the cost of premiums as of December 1, 1999. The total amount spent on benefit premiums by the Corporation and the employees will not be reduced.**
- 3. The UMBC shall review the level and appropriateness of the benefit coverage provided and make amendments to the benefit coverage and/or benefit carriers in accordance with Article 33.04 of the Collective Agreement.**
- 4. The UMBC will be structured as follows:**
 - one union representative from NEU**
 - one union representative from UNW**
 - one non-voting technical advisor representing NEU and UNW**
 - two representatives from the Corporation**
- 5. The UMBC will meet at least twice (at least once in person). The Corporation shall provide time off with pay pursuant to Article 13.05, as well as transportation, accommodations and meals in accordance with Duty Travel provisions, for the UNW and NEU union representatives. The UMBC shall complete its work within ninety (90) days of the signing of this Memorandum of Understanding.**
- 6. In the event the Corporation is removed from the provisions of the Public Service Superannuation Act of Canada (PSSA), the Supplementary Retirement Benefits Act (SRBA) and the Public Sector Pension Investment Board Act (PSPIBA), the provisions of Article 5.01 of the Collective Agreement will apply and the Collective Agreement will be reopened with a view to finding an appropriate substitute for the PSSA, the SRBA, and the PSPIBA.**

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 **the Corporation** 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 **corporate** committee.

Committee Structure

A Joint Consultation Committee structure which reflects the current management structure of the Corporation with **three (3)** regions as follows:

Western Region
Central Region
Headquarters

COMPOSITION OF LOCAL REGIONAL COMMITTEES

Central Region:

Yellowknife – major plant

Western Region:

Inuvik – major plant

Headquarters:

Hay River

Each of the above designated regions will form a local committee at the major plant. The Regional Committees will be composed of three representatives each appointed by **the Corporation** 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 **CORPORATE** COMMITTEE

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

CORPORATE COMMITTEE COORDINATION

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 **corporate** consultation committees. The co-ordinators will ensure the effective resolve of issues referred from local committees and are responsible for the timely scheduling of **Corporate** committee meetings, the preparation and distribution of agenda and minutes of the **Corporate** 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

corporate 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 **the Corporation** and Union.

THE AGENDA

Union and **Corporate** 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.

Corporate 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 **Corporation**.

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 **the Corporation** or Union.

AMENDMENTS

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

COMMUNICATIONS

The **Corporation** 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

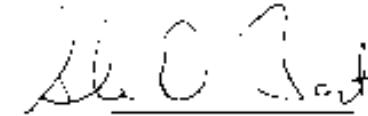
- 1 copy to the **Corporation** Head Office (Personnel)
- 1 copy to the Union of Northern Workers, Yellowknife Office
- 1 copy to each of the other **Regional** committees
- 1 copy to each of the committee members

Corporate Committee

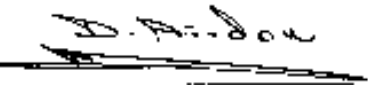
- 1 copy to each of the **3 Regional** committees
- 1 copy to each of the committee members

Should there be a change in the Corporation's Regional structure, the Corporation and the Union shall meet to discuss changes to this Memorandum.

On behalf of the Northwest Territories
Power Corporation the members of the
bargaining committee are:



Glenn Tait
Chief Negotiator



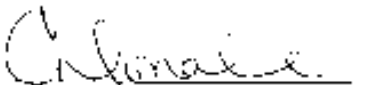
Derek Aindow
Director, Personnel, NWTPC



Christine Jackson
Vice President, Finance, NWTPC



Pam Chi
Vice President, Operations, NWTPC

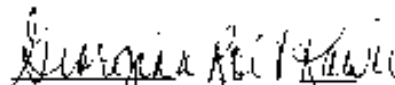


Cheryl Donahue
Personnel Administrator
NWTPC

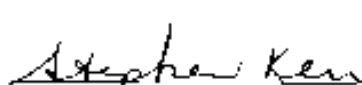
On behalf of the Union of
Northern Workers and the
Public Service Alliance of
Canada the members of the
bargaining committee are:



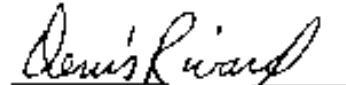
Michael Miller
Chief Negotiator, PSAC



Georgina Rolt-Kaiser
President, UNW



Stephen Kerr
Committee Member



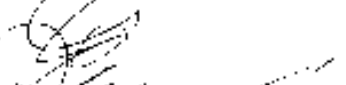
Denis Rivard
Committee Member



Alan Crawford
Committee Member



Wayne LeBlanc
Committee Member



Jean Francois DesLauriers
Regional Executive Vice President,
North, PSAC