

Agreement

between



**Northland Utilities
(Yellowknife) Limited**
An **ATCO** Company

and



January 1, 2015 to December 31, 2016

AGREEMENT

THIS AGREEMENT made as of the 1st day of January, A.D. 2015.

BETWEEN:

NORTHLAND UTILITIES (Yellowknife) LIMITED, a body corporate with head office at the City of Yellowknife, in the Northwest Territories (hereinafter called "the Company").

OF THE FIRST PART,

AND

United Utility Workers' Association of Canada, a trade union within the meaning of the *Canada Labour Code*, of the said City of Calgary, in the Province of Alberta, (hereinafter called "the Association").

OF THE SECOND PART.

Whereas the Company is a public utility engaged in the business of producing, purchasing, transmitting, distributing, delivering and selling electricity and of providing services in connection therewith and supplying electricity to communities and inhabitants in the said Northwest Territories.

AND

Whereas by Certificate No. 10775-U dated the 5th day of March, 2015 and issued by the Canada Industrial Labour Relations Board for the said Northwest Territories (hereinafter called "The Board"), and made pursuant to the provisions of the *Canada Labour Code*, the Association has been certified as bargaining agent for a unit of employees of the Company comprising: "all employees of Northland Utilities (Yellowknife) Limited, in the City of Yellowknife, N.W.T, excluding managers, supervisors, persons employed in the professions, persons employed in a confidential capacity in matters relating to industrial relations, casual employees, summer students, and contractors."

The above certificate is hereinafter referred to as "the Certificate".

SPIRIT OF AGREEMENT

Whereas the Company is an organization wherein the money of investors is combined with the judgment, abilities, experience and energy of the management and employees to provide efficient public utility services.

AND

Whereas it is agreed that the service rendered by the Company, its management and employees directly or indirectly to electric customers from time to time served by the Company, is essential to the welfare of these customers.

AND

Whereas it is essential to the livelihood and in the best interest of the Company, its management and employees to direct their respective efforts towards the efficient and economical operation of the Company business.

AND

Therefore, this Agreement recognizes and accepts the principles and spirit of good teamwork based upon mutual responsibility, respect, confidence, loyalty, integrity and friendliness.

AND

This Agreement further recognizes that all successful employer-employee relations must be mutually advantageous, fair and just, not more favourable to one than to the other and of the same spirit of co-operation and friendliness in which this Agreement is reached.

AND

Whereas subject to the terms and conditions herein contained the parties hereto by these presents are entering into a collective agreement with respect to the terms and conditions of employment of such employees.

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ARTICLE 1.00 TERM OF AGREEMENT

- 1.01 This agreement remains in force from January 1, 2015 to December 31, 2016 and from year to year thereafter, unless notice of intention to negotiate a replacement agreement is given, as required in Clause 1.02.
- 1.02 If either the Company or the Association wishes to negotiate a new collective agreement to replace this agreement, it must give the other party notice no later than September 15 in the final year of the agreement.
- 1.03 If either party gives notice of their intention to negotiate a new collective agreement to replace this agreement, the parties shall meet and exchange proposals no later than September 15 in the final year of the agreement. The parties will then undertake negotiations for a new agreement.
- 1.04 The terms of this collective agreement will remain in effect and continue to bind the parties while negotiations are in process towards a new agreement and until a new collective agreement is established.
- 1.05 The parties may mutually agree to engage a mediator prior to forwarding unresolved issues to the arbitration board.
- 1.06 If negotiations reach an impasse, the parties shall establish a new collective agreement to replace this agreement through Voluntary Interest Arbitration in accordance with Article 35.00 of this agreement and Section 79 of the *Canada Labour Code*.
- 1.07 Prior to the convening of an arbitration board under Article 35.00, employees will have the opportunity to ratify those terms of the collective agreement that have been agreed to by the parties.

ARTICLE 2.00 DEFINITIONS AND INTERPRETATION

- 2.01 For the purposes of this agreement,

"Association" means the United Utility Workers' Association of Canada;

"Company" means Northland Utilities (Yellowknife) Limited;

"Continuous Employment" means employment as a Probationary Employee or Permanent Employee which has been unbroken by termination;

"Day", unless modified, means a calendar day;

"Home Base", means Northland Utilities (Yellowknife) Limited service area;

"Job" means a unique position within the Company (e.g. Clerk I - Accounting is a Job; Clerk I - Lands is a different Job);

"Job Class" means all Jobs in the Company with the same basic title (e.g., all Service Clerk II's constitute a Job Class; all Service Clerk III's constitute a separate Job Class.);

"Job Posting" means a document which invites applications for a vacant Job or a new Job;

"Permanent Employee" means an employee who has been appointed to a permanent Job and has completed a probationary period required by Article 11:00;

"Permanent Part-time Employee" means an employee who has been appointed to a permanent Job, has completed a probationary period required by Article 11.00 and who works a regular schedule of reduced hours each Day or week, totaling 15 hours or more per week. The regularly scheduled hours of Permanent Part-time Employees will not be more than 80 per cent of the normal hours (on an annual basis) for the Job in which they are placed. Any overtime hours worked do not count toward the 80 per cent calculation;

"Probationary Employee" means an employee who has been appointed to a permanent Job and has not completed the probationary period of employment required by Article 11.00;

"Temporary Employee" means an employee who is employed, on a full-time or part-time basis,

(a) for work which is not of a permanent or continuing nature,

or

(b) on a special, limited-term project,

and whose employment will be terminated when the work is completed. Temporary Employees, other than those working on a special, limited-term project, cannot work more than 60 per cent of the normal hours per year for the Job in which they are placed;

"Working Day" means a Day on which an employee is scheduled to work.

- 2.02 Headings used throughout this agreement are inserted for reference purposes only and are not to be relied on in interpreting the agreement.
- 2.03 Where singular or masculine terms are used in this agreement, they shall be interpreted as including the plural or feminine, as the context requires.

ARTICLE 3.00 TEMPORARY AND PERMANENT PART-TIME EMPLOYEES

3.01 A Temporary Employee, other than those working on a special, limited-term project, cannot work more than 60 percent of the normal hours per year for the Job in which he is placed.

A Temporary Employee, who is covering a maternity or parental leave may work up to 100 percent of the normal hours per year for the Job in which he is placed, for a maximum of 15 months.

3.02 The regularly scheduled hours of a Permanent Part-time Employee will not be more than 80 percent of the normal hours (on an annual basis) for the Job in which he is placed. Any overtime hours worked do not count toward the 80 percent calculation.

3.03 A Permanent Part-time Employee may be required to work more than his regularly scheduled (pre-set) hours of work. When he does, he will be paid at his regular hourly rate of pay for time worked up to the normal hours for his Job Class.

3.04 The Company will not use a Temporary or Permanent Part-time Employee to displace any Permanent Employee or Job or to reduce the regular hours of work of any Permanent Employee or Job. This clause will not apply to cases where Article 4.00 (Job-sharing) applies.

ARTICLE 4.00 JOB SHARING

4.01 Two employees may apply to the Company for permission to jointly fill one permanent Job.

4.02 The Company is not obliged to agree to such a request.

4.03 If the Company agrees to such a request, the two employees, their manager on behalf of the Company and the President or Business Manager shall sign a Job-sharing agreement.

4.04 The Job-sharing agreement will set out the terms of the arrangement, including the right of either employee to withdraw from the arrangement after giving a certain amount of notice.

4.05 The Job-sharing agreement will also include the Company's right to terminate the arrangement if it proves unsatisfactory and will explain what will happen to the employees if the Company withdraws its consent.

4.06 Nothing in a Job-sharing agreement may contradict this collective agreement.

4.07 If either employee involved in a Job-sharing agreement withdraws from the arrangement, the other employee must fill the Job on a full-time basis.

4.08 The Company shall send the Association a copy of every Job-sharing agreement as soon as it has been signed.

4.09 Article 3.00 does not apply to Job-sharing as these employees are deemed to be working under a special arrangement as noted in this article. Employees in a Job-sharing agreement qualify for premium pay under Article 15.00 for hours worked in excess of their normal hours even if they have not reached the normal daily or weekly hours for their Job Class.

ARTICLE 5.00 WAGE SCHEDULES, NOTES AND APPENDICES

- 5.01 The provisions of wage schedules 60, 64, 65, 67 inclusive, together with the notes applying to these schedules and appendices if applicable all of which are attached hereto, form part of this agreement.
- 5.02 Any changes to this agreement as officially agreed to and signed by both parties shall be attached to and form part of this collective agreement.
- 5.03 After signing the collective agreement, the Company agrees to hold meetings with supervisors and Association representatives to present the terms, conditions and interpretation of the new agreement. The Association Business Manager and the Local President will be invited to all such meetings.

ARTICLE 6.00 NOTICES

- 6.01 Except where otherwise provided in this collective agreement, any notice required to be given by this collective agreement will be in writing and will be delivered by e-mail, by hand, by mail or by facsimile.
- (i) Notices to the Association will be sent to the attention of the Business Manager and Local President of the Association.
 - (ii) Notices to the Company will be sent to the attention of the senior leader, Human Resources.

Each party will notify the other of the secure e-mail address, address or secure facsimile number to which notices are to be sent and may, from time to time, change that information by notice to the other party.

- 6.02 Notice is deemed to be given:
- (i) on the Day after the notice is delivered by e-mail
 - (ii) on the Day after the notice is delivered by hand
 - (iii) on the Day after the notice is sent by facsimile
 - (iv) five full Days after the notice is mailed.

To ensure receipt, an original hard copy of the communication will be sent when either e-mail or facsimile delivery is used.

Saturdays, Sundays and holidays are excluded from time specifications outlined in Clause 6.02.

6.03 In the event of anticipated or existing postal disruption, all notices will be delivered by e-mail, by hand or by facsimile and not mailed.

ARTICLE 7.00 RECOGNITION AND APPLICATION

7.01 The Company recognizes the Association as the exclusive bargaining agent for the members of the bargaining unit and recognizes the right of any bargaining unit member to be represented by an Association officer.

7.02 This agreement applies to all Company employees who are members of the bargaining unit as established by the Canada Labour Relations Board certification.

7.03 The Company will not use Temporary or Permanent Part-time Employees to displace any Permanent Employees or job or reduce the regular hours of work of any Permanent employee.

7.04 Employees covered by this collective agreement will not administer disciplinary action against another employee covered by this same agreement.

ARTICLE 8.00 VIOLENCE, HARASSMENT AND DISCRIMINATION

8.01 The Association and the Company are committed to working together to provide a work environment that is free from violence, bullying, harassment and discrimination.

8.02 The Association and the Company will not discriminate against an individual on any basis prohibited by applicable labour and human rights legislation, including the *Human Rights Act of the Northwest Territories*.

8.03 The Company will not discriminate against an employee because of his connection with the Association or activities related to the

Association that are permitted by the Company, sanctioned by the collective agreement or in accordance with rights and privileges defined in the *Labour Relations Code* or the *Employment Standards Code*.

- 8.04 The Association will not discriminate against an employee because of non-membership in the Association or in accordance with rights and privileges defined in the *Labour Relations Code* or the *Employment Standards Code*.

ARTICLE 9.00 RIGHTS OF MANAGEMENT

- 9.01 The Company has sole and exclusive control of all matters concerning the operation, management and administration of its business.
- 9.02 The Company has exclusive rights over all matters not addressed by this agreement and, in general, retains the residual rights of management.
- 9.03 Only specific provisions of this agreement can serve to abridge any of the Company's rights.
- 9.04 Without restricting the generality of this article, the Company may hire, classify or promote any employee. The Company may also, for just cause, discipline, demote for disciplinary reasons, suspend or discharge any employee. All such actions must comply with the terms of the collective agreement.
- 9.05 The Company's rights shall be exercised in accordance with its commitments and responsibilities.

ARTICLE 10.00 CONTINUITY OF SERVICE

- 10.01 The Association and the Company recognize their respective responsibility to the public.
- 10.02 The Association will not directly or indirectly sanction, authorize or allow any stoppage of work or any action that restricts or limits service or production.

- 10.03 The employees will not become involved in any of the actions prohibited under clause 10.02.
- 10.04 The Company will not cause any lockout of employees.

ARTICLE 11.00 PROBATIONARY PERIOD

- 11.01 A person hired for a Permanent or Permanent Part-time Job will formally be appointed to that Job only after completing a probationary period.
- 11.02 The probationary period, which will not be more than six months in length, is designed to allow the Company to assess an employee.
- 11.03 During the probationary period, the Company may terminate an employee after fair and appropriate consideration and provide notice in accordance with the provisions of the Labour Standards Act of the Northwest Territories.
- 11.04 The employee's performance will be reviewed and discussed between the supervisor and the employee periodically during the probationary period. The final performance review will take place during the last 30 Days of the probationary period.
- 11.05 When a person hired for a permanent Job successfully completes the probationary period, the employee shall be formally appointed to the Job. The appointment shall be confirmed in writing to the employee within seven Days of the end of the probationary period.
- 11.06 When a Temporary Employee or Part-time Employee is hired for a permanent Job, and has spent time working in Job-related duties, the probationary period will be reduced as follows:
- (a) If the person has been employed by the Company in Job-related duties for more than three months, the probationary period will be reduced by at least three months.
 - (b) If the person has been employed by the Company in Job-related duties for less than three months, the probationary period will be reduced by the actual amount of time the employee has spent in Job-related duties.

ARTICLE 12.00 TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION

- 12.01 When a Permanent or Probationary Employee is temporarily assigned, in writing, to a position that has a higher maximum rate of pay than his present position:
- (a) The employee will be paid, from the first Day, at a rate equal to:
 - (i) his/her normal pay plus as least one (1) increment (dependent on the % of total responsibilities being performed), as identified in the wage schedule for the present classification, subject to this total amount being at least to the minimum rate paid for the job to which the employee is temporarily assigned, or
 - (ii) the maximum rate for the job to which the employee is temporarily assigned, whichever is lesser.
 - (b) If an employee remains in a temporary assignment for more than one (1) year, the employee will receive the increments which would be awarded to an employee in the position to which they have been temporarily assigned, so long as the employee remains in the position. This is not to be deemed as a change in the employee's permanent job class.
- 12.02 An employee who is serving in a temporary assignment is entitled to receive the increments he would have received in his regular job.
- 12.03 While acting in a Job to which this clause applies, the employee's salary in the acting Job will be used as the basis for overtime and any other payment which relates to the employee's hourly rate of pay.
- 12.04 For salary administration purposes, an employee who remains in a temporary assignment to a higher classification for more than

three (3) consecutive months will have his temporary assigned pay added to his base salary on the payroll system. This is not deemed to be a permanent change in the employee's salary.

- (a) The change in salary for an employee who accepts a temporary assignment that is known, in advance, to exceed three months in duration will be effective the first day of the assignment.
- (b) The change in salary for an employee who remains in consecutive temporary assignments that, in total, exceed three months in duration will be retroactive to the first Day of the first assignment.

12.05 In the event that an employee has been assigned to be a Subject Matter Expert for the purposes of training in a classroom setting (including preparation time), he shall be paid, from the first Day, an amount equal to his normal pay plus one increment in his present classification.

- 12.06
- (a) An employee who is temporarily assigned to a Job that is outside the scope of this collective agreement will be paid, from the first Day, at a rate of five percent higher than the employee's normal pay.
 - (b) Prior to the temporary assignment taking effect, the employee and supervisor will sign a written agreement that outlines any additional increment (not to exceed five percent) that may be payable during the temporary assignment and the time and conditions under which such payment shall be made.
 - (c) While acting in a Job to which this clause applies, the employee's salary in the acting Job will be used as the basis for overtime and any other payment that relates to the employee's hourly rate of pay.

**ARTICLE 13.00 JOB CLASSES, DESCRIPTIONS, EVALUATIONS
AND ASSESSMENTS**

New Classifications

- 13.01 When a new job classification is established, the Company shall set the wage rate for that classification and notify the Association of the classification being established. The wage rate for the new classification shall be set and implemented by the Company.
- 13.02 If the Association disagrees with the assessment, it may initiate an appeal using the procedure set out in clause 13.07.

Assessments

- 13.03 When significant changes occur in a Job or Job Class, such that an employee, the Association or the Company feels the Job may be in an inappropriate Job Class:
- (a) an employee or the Association may request that his or her Job be assessed by sending a written request, a position fact sheet and the rationale for the re-assessment to the manager of human resources and to the Association, in which case, the Company will begin the Assessment within 30 Days of receiving the request;
 - (b) the Company may, on its own initiative, assess a Job or Job Class, in which case, it shall notify the employee and Association in writing within five Days of beginning the Assessment along with the rationale for the re-assessment.
- 13.04 The Company will complete the Assessment as quickly as possible, but no later than 90 Days after the request was received, or the notice was given, as the case may be.
- 13.05 The Company will give notice of the results of the Assessment and the reasons for the decision, to the Association, the employee who initiated the Assessment and to the employee's supervisor, within five Days of completion of the Assessment.

13.06 If the Association disagrees with the Assessment, it may initiate an appeal using the procedure set out in clause 13.07. In the event a dispute arises as a result of a new classification or re-assessment decision, the Association or employee will request a meeting with the Company to discuss the concerns prior to submitting an appeal.

Appeal Procedure

13.07 The Association shall begin an appeal by giving notice to the Company's Manager, Human Resources within 14 Days of receiving notice of the Company's decision.

13.08 The appeal will be dealt with by a resolution committee.

13.09 The Association will, in its notice of appeal, name a representative to the resolution committee.

13.10 Within 14 Days of receiving the Association's notice, the Company will notify the Association of the Company's representative to the resolution committee.

13.11 The representatives so appointed shall, within 10 Days, agree upon a chair, who shall be qualified in wage determination and administration. The committee shall notify the parties of the name of the chair.

13.12 Each member of the resolution committee shall have one vote.

13.13 Within 30 Days of the appointment of the chair, the resolution committee shall consider all relevant matters and issue a written report deciding the issues before it.

13.14 The decision of a majority of the committee is the decision of the committee. It is final and binding upon the parties.

13.15 Each party will bear the expenses of its respective representative on the resolution committee. The expenses of the chair shall be shared equally by the parties.

Retroactivity

- 13.16 If an Assessment results in one or more Jobs being changed so that a higher wage is applicable, the change shall be retroactive to the date on which the Company received or gave notice, as the case may be.

Changes in Job Class

- 13.17 The Company will give the Association written notice of changes of an employee's Job or Job Class. No notice is required in the case of progression movement as set out in Article 14.02 (b).

Job Descriptions

- 13.18 A Job description will be established for each Job. A copy of the Job description will be given to the Association and the employee.
- 13.19 When a Job description is changed, the Company will, within 14 Days of the change, give a copy of the revised Job description to the Association and the affected employee.
- 13.20 During the annual performance review, the Job description will be reviewed by the management and employee meeting together. If there have been significant changes to the Job, the provisions identified in Clause 13.03 will be used to address those changes.

ARTICLE 14.00 JOB POSTING AND JOB PROGRESSION

The Company is committed to the development of employees from within the bargaining unit. This commitment is discussed in more detail in the Letter of Agreement Re: Job Posting of this agreement.

- 14.01 (a) When a permanent position, within the scope of this Agreement, becomes vacant and when a new permanent position is created, a Job Posting will be published on Bulletin Boards outlining details of the vacancy. A copy of each such posting will be directed to the Association. All employees have the privilege of applying.
- (b) The Company will inform the Association when it decides a vacant permanent position will not be filled.

14.02 For information purposes only, the following consolidates the current progression provisions:

621100 Engineering Assistant I to 621200 Engineering Assistant II
661000 Electrical Technologist Entry to 662000 Electrical Technologist Qualified
673000 Warehouseman to 674000 Senior Warehouseman

14.03 No more than two (2) postings shall be required in any one (1) sequence. In selecting an individual to fill a vacancy, first consideration will be given to applicants who are members of the bargaining unit as identified in the Letter of Agreement RE: Job Posting. If no suitable applicants are found, the Company reserves the right to fill such vacancies from other members of staff or outside the Company. All applicants will receive a personal reply to their application.

14.04 In considering such applications, the factors, which shall be considered, are related ability, education, job-related experience, performance and length of service. The Company is not necessarily obliged to consider the application of any employee with less than two (2) years in his present position and location. The Company is, however, obliged to consider applications of employees who are applying for a Job that has a higher maximum rate of pay than their current Job.

14.05 Progression and positions reassessments do not constitute a new or vacant position and are not subject to the job posting procedures.

14.06 Notwithstanding Article 14.00, the Company retains the right to utilize individuals in positions within the bargaining unit to enable the effective use of manpower, employee skills and employee needs.

ARTICLE 15.00 HOURS OF WORK AND OVERTIME

15.01 Normal Hours of Work

- (a) A normal day's work shall be eight (8) hours between 0600 and 1900 hours. A maximum lunch period of one (1) hour shall be observed. The normal work week shall consist of forty (40) hours worked in any five (5) consecutive days Monday through Friday inclusive. By mutual consent of the affected employees and management, the normal work week may consist of forty (40) hours worked in any five (5) consecutive days, Monday to Saturday inclusive.
- (b) By mutual consent of the affected employees and management, the normal hours of work may be extended during the period of Monday to Saturday. Such a change in the normal hours will subsequently be reviewed by the Employee Relations Council. This review will take place within a time frame agreed to prior to the start of the change.
- (c) By mutual agreement between the employee and the supervisor, the hours of work per day for a specific Job assignment may be extended to a maximum ten (10) hours per Working Day so as to average forty (40) hours per week over a pre-determined period of time and, consequently, overtime payment for the hours worked over eight (8) per Working Day would not apply.
- (d) In order to provide continuity of service to the Company's customers, certain work of a construction, maintenance and replacement nature on the Company's transmission, distribution and production facilities, is required on a pre-planned basis to be performed during other than normal hours of work. In such cases the Company, on forty-eight (48) hours' notice, may reschedule the normal hours of work of employees so affected as set out in clause 15.01 (a).

15.02 Overtime

- (a) Authorized overtime shall be paid as follows: Employees in this category shall receive overtime pay at the hourly equivalent rate of two (2) times the employee's regular rate of pay for all authorized overtime worked in excess of eight (8) hours per Working Day [ten (10) hours in the application of clause 15.01 (c) above] and for all authorized overtime worked in excess of forty (40) hours per week and for all overtime worked on Holidays as specified in Article 18.00 (Holidays) of this Agreement.
- (b) Time required for travel outside regular working hours between Home Base and the temporary Job location shall be paid for at applicable overtime rates.
- (c) Employees who are instructed or directed to participate in an activity outside their normal hours of work will be paid at the overtime rate for any time which exceeds their normal hours of work.
- (d) Employees who volunteer, on their own accord, to participate in an activity outside their normal hours of work shall not receive any compensation for any time which exceeds their normal hours of work.
- (e) The parties accept there may be situations in which work or activities may have mutual benefits to the Company and employees. This may include such things as developmental training, attendance at events in which the Company is participating and work that promotes the image of the Company. In such cases, the Company may invite employees to undertake such work or activities. An employee may accept or decline such an invitation. Where employees accept such an invitation, the Company will pay employees at their normal rate of pay for any time which exceeds their normal hours of work. This paragraph does not apply to situations in which the Company requires the work to be done and should, therefore, pay the overtime rate as set out in paragraph (a).

15.03 An employee will be scheduled to travel during normal working hours when required to travel for training, interviews or for functions

referred to in Clauses 15.02 (c) or 15.02 (e). This is the preference of both the Company and the Association and scheduling should reflect this preference whenever possible.

- (a) If due to Company requirements, an employee is not able to travel during normal working hours, the employee will be paid at the overtime rate.
- (b) By joint agreement with the supervisor, alternate arrangements may be made in the interest of the employee's work-life balance in accordance with the below:
 - i. Travel may be allowed outside of the Working Day and paid at straight time (if for example an employee preferred to travel on Sunday to training being held on a Monday).
 - ii. Time may be provided in lieu for an employee to travel on their 'own time' (for example; 4 hours off on Friday when travel would have occurred, and the travel occurs on Sunday without pay prior to Monday training).

Such exceptions will not be unreasonably withheld.

- (c) An Apprentice, who travels on a scheduled day off or outside of his regular hours of work for the purposes of attending Apprenticeship Period Training, will be paid straight time pay for all hours traveling to such training. Where reasonable, the Company shall arrange travel during regular work hours.

Under no circumstances shall a Working Day exceed twelve (12) hours in length, including travel time for this clause.

15.04 The Company and the Association wish to ensure that employees have enough rest between work periods to allow them to work safely. While this clause sets out specific provisions, they are not intended to remove the responsibility of supervisors and employees to ensure that work can be accomplished safely.

Where an employee is required to work for a period of four (4) hours or more so that eight (8) consecutive hours rest between the completion of such work and the commencement of his regular

day's work is impossible, he shall be paid two (2) times the regular rate of pay for the total hours of such work, and either:

- (a) Be required to take a minimum of eight (8) consecutive hours rest prior to reporting back to work. If the rest period extends beyond the regular starting time, such employee shall be paid for regular time lost at the applicable rate of pay; or
- (b) If required to return to work before his rest break of eight (8) consecutive hours has been completed, do so at two (2) times the regular rate of pay, until such time as his rest break begins.

15.05 When employees are required to work overtime beyond their regular shift, the same may be worked on a continuous basis provided that it does not amount to more than two (2) hours. In all cases where overtime exceeding two (2) hours is to be worked, the employee shall be entitled to a meal at the dinner rate identified in Clause 24.02 (b) (ii), at the Company's cost, with one-half (1/2) hour break with overtime pay, and every four (4) hours of overtime thereafter.

15.06 No pyramiding of premium rates shall be allowed.

Overtime Banking

- 15.07 (a) When an employee works overtime, he may direct that the amount payable for that overtime be banked rather than paid to him. One (1) hour of overtime worked equals two (2) hours of banked time.
- (b) In any calendar year, an employee may bank overtime to a maximum equivalent to his regular hours for five normal Work Days.
- (c) If, in a year, an employee banks the maximum amount under paragraph (b) and uses that amount, the employee may, in that same year, bank a further amount to a maximum equivalent to his regular hours for five normal Work Days.

- (d) At the end of each calendar year, each employee will be paid any amount which remains banked for his use.
- (e) An employee may take time off and be paid out of his banked overtime by mutual agreement with management. Employees are encouraged, but not required, to provide as much advance notice as possible of a request for time off without pay, recognizing that the greater the notice, the more likely a supervisor can accommodate the employee's request. Management shall approve or reject the request as soon as possible.
- (f) Nothing in this clause guarantees an employee that management will approve any request submitted under paragraph (e).
- (g) An employee may, at any time, withdraw all or a portion of the banked time.

ARTICLE 16.00 LEFT BLANK INTENTIONALLY.

ARTICLE 17.00 LEFT BLANK INTENTIONALLY.

ARTICLE 18.00 STATUTORY HOLIDAYS

18.01 The following shall be considered Statutory Holidays:

- | | |
|-------------------------|------------------|
| New Years Day | Civic Day* |
| Good Friday | Labour Day |
| Easter Sunday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| National Aboriginal Day | Christmas Day |
| Canada Day | Boxing Day |
- (* First Monday in August or as proclaimed in locality)

Should one of the recognized holidays fall on either a Saturday or Sunday, either the previous Friday or the following Monday shall be observed as the holiday as determined by the Company. Employees shall receive holiday pay only once for a given holiday.

All "General" holidays proclaimed by the City of Yellowknife and/or the Government of the Northwest Territories and/or the Government of Canada shall also be observed, except where such "General" holiday is declared in lieu of the above-named Statutory Holidays, in which case the lieu day only shall be observed. Such "General" holiday to be of a nature where business and commercial establishments are directed to close.

- 18.02 No deductions in the wages or salaries of any employee with more than thirty (30) Working Days service shall be made on account of the above-mentioned holidays, regardless of same occurring during regular work periods. However, if any employee is absent the Working Day immediately prior to the Statutory Holiday, no payment shall be made for the Statutory Holiday unless the absence is authorized and approved by management.
- 18.03 Where a Statutory Holiday falls on the employee's regular day off and such day is not worked by the employee, the employee shall be entitled to take a regular day off in lieu of such holiday. The day in lieu shall be established by mutual consent to the Company and the employee and shall be within two (2) weeks of the holiday.
- 18.04 If a holiday as described in Section 18.01 above occurs during the regular working week, the employee shall receive a day's pay for the holiday and if the employee works, he shall, in addition, receive double time for the hours worked.

ARTICLE 19.00 ANNUAL VACATION

Except as otherwise noted, the provisions of Article 19.00 apply to a Probationary Employee and a Permanent Employee.

- 19.01 An employee will be entitled to annual vacation with regular pay on the following basis:
- (a) Vacation will be calculated and displayed in hours
 - (b) A employee will earn a portion of their vacation entitlement each pay period

- (c) In the first calendar year of employment, an employee's vacation entitlement is prorated, based on the employee's date of hire. Prorated hours are rounded up to the nearest half day. The employee is eligible to take a prorated number of vacation hours between his date of hire and the end of the calendar year in which he as hired.

Vacation Entitlement X Remaining Days in the Calendar Year
365 Calendar Day per Year

- (d) Following the year of hire, a Permanent Employee is entitled to take his full vacation entitlement, as provided for in the Vacation Entitlement Table, starting on January 1 of each year.

VACATION ENTITLEMENT TABLE

Years of Service	Annual Vacation Entitlement*	Annual Vacation Entitlement (based on 8 hours/day)
0-4	4 weeks/20 Days	160 hours
5-13	5 weeks/25 Days	200 hours
14-24	6 weeks/30 Days	240 hours
25 years +	7 weeks/35 Days	280 hours
*In the total weeks of vacation entitlement noted above, one week is deemed "Northern Vacation."		

- (e) Increased vacation entitlement is effective January 1 of the year in which an employee qualifies for the increased vacation entitlement.

19.02 An employee's vacation entitlement is documented on his biweekly statement of earnings and deductions.

- (a) Vacation entitlement is recorded in hours.

- (b) Vacation entitlement is displayed as a negative balance if an employee uses vacation entitlement before it is fully earned.
 - (c) An employee who leaves the Company while his vacation entitlement reflects a negative balance is required to repay those hours to the Company.
- 19.03 A Part-time or Temporary Employee will be paid vacation pay in the amount of six percent of his regular pay.
- 19.04 A Permanent Part-time Employee is entitled to annual vacation with regular pay, on a prorated basis. A Permanent Part-time Employee is paid vacation pay for hours worked in excess of his normal hours; however, vacation pay does not apply on overtime hours where premium overtime rates apply.
- 19.05 The following rules apply to the scheduling of vacation time:
 - (a) Vacation may be taken at any time during the calendar year by mutual agreement between the employee and the supervisor, provided, however, that the scheduling is arranged to suit the work schedules of the Company. Vacation time off will not be denied on the basis of an employee not having earned their eligible entitlement.
 - (b) The employee may take vacation in half Day or one Day increments, provided scheduling is arranged to meet the work schedules of the Company.
 - (c) If a Holiday falls within an employee's vacation, the vacation time will be extended by one Working Day.
- 19.06 For the purpose of this Article, Holidays and annual vacation count as Days worked.
- 19.07 An employee who has been absent from work for one or more of the following reasons earns vacation entitlement as follows:
 - (a) Short Term Disability – the employee continues to earn vacation entitlement during short term disability lasting fewer than 17 weeks.

- (b) Leave due to Work Related Injury – the employee continues to earn vacation entitlement during WSCC lasting fewer than 17 weeks.
- (c) Leave with Pay – the employee continues to earn vacation entitlement.
- (d) Maternity Leave – the employee continues to earn vacation entitlement during the disability portion of the leave, no vacation is earned while on the remainder of the leave.
- (e) Long Term Disability - an employee whose status changes to long term disability will cease to earn vacation.
- (f) Parental Leave – the employee does not earn vacation while on parental leave.
- (g) Leave without Pay – the employee does not earn vacation while on leave without pay.

19.08 An employee's years of continuous service will remain intact while the employee is absent from work for the causes outlined in 19.07.

19.09 An employee may apply, in writing, for permission to carry over any part of his vacation entitlement to the next year.

ARTICLE 20.00 CALL-OUT

20.01 Employees will be paid at the overtime rate when called out to perform work outside their normal working hours.

20.02 (a) An employee who is called out within two (2) hours of the start of the employee's regularly scheduled work Day or regularly scheduled shift will be paid for the time actually worked before the start of that shift.

(b) An employee who is called out within one (1) hour after the regularly scheduled work Day or regularly scheduled shift will be paid for the time actually worked, or for one (1) hour, whichever is greater.

- (c) An employee who is called out at any other time will be paid for the time actually worked, or for two (2) hours, whichever is greater.
- (d) An employee who is called out within three (3) hours of the start of their regularly scheduled work Day or regularly scheduled shift, and who works continuously into their regularly scheduled hours will be paid as follows:
 - (i) The overtime rate for time worked prior to their regularly schedule start time;
 - (ii) Straight time for regularly scheduled hours worked.
- (e) An employee who is called out between the time eight (8) hours prior to their regularly scheduled start time and three (3) hours prior to their regular start time, and who works continuously into their regularly scheduled hours will be paid as follows:
 - (i) The overtime rate for all hours worked prior to their regularly scheduled start time;
 - (ii) Straight time overtime plus their regular pay (double time equivalent) for all regularly scheduled hours worked. This rate applies until the employee is relieved from duty.

20.03 Employees called out are deemed to be on duty for the minimum period set out in clause 20.02 or until the work for which they have been called out is completed. Further calls received during this period will be considered a continuation of the initial call and not subject to call-out pay.

ARTICLE 21.00 LEFT BLANK INTENTIONALLY.

ARTICLE 22.00 STANDBY

- 22.01 (a) An employee who is requested to standby shall be paid, as follows, for each standby period:
 - (i) an amount equal to one hour at the employee's regular pay when the standby period occurs on a regularly scheduled Working Day

- (ii) an amount equal to two hours at the employee's regular pay for each Day when the standby period occurs on a scheduled Day of rest
 - (iii) an amount equal to three hours at the employee's regular pay when the standby period occurs on a recognized holiday as per Clause 18.01.
 - (b) An employee who is scheduled by the Company to standby for more than 100 Days in a calendar year shall be paid 1.5 times the applicable rate set out in Clause 22.01 (a) for every Day he is scheduled to standby after the 100th Day
- 22.02 The amount set out in this article is in addition to the applicable pay for any work performed, subject to Article 20.00 (callout).
- 22.03 The Company will designate which employees are on standby. Where practical, a standby schedule will be posted in advance.
- 22.04 An employee on standby will be available to be called out during the standby period.
- 22.05 An employee on standby may leave his or her residence for personal reasons, provided he or she makes arrangements to be reached and to be available for duty.
- 22.06 For the purposes of this article:
- (a) the standby period on a regularly scheduled work Day begins at the conclusion of the employee's regularly scheduled Day and continues until 8 a.m. of the following Day;
 - (b) the standby period on a regularly scheduled Day of rest or recognized holiday begins at 8 a.m. and continues until 8 a.m. of the following Day; and
 - (c) a mutual agreement between employees to exchange standby duty does not constitute a scheduling of standby by the Company.

ARTICLE 23.00 PAY FOR WORKING ON HIGH STRUCTURES

23.01 Employees climbing on poles, timber, bridges, towers, or fixtures of an elevation of twenty meters (20m) or more from the point where such timber, bridge, tower or fixture rests upon is affixed to or is inserted in the ground, shall be paid at two (2) times the scheduled rate of pay while engaged upon such work, and if overtime is worked, it would therefore, be three (3) times the regular rate of pay.

ARTICLE 24.00 BOARD AND LODGING

24.01 The Company will provide accommodation for employees working away from their Home Base or, alternatively, will pay for the costs of accommodation on production of receipts.

24.02 (a) When an employee is working away from his Home Base, and such work requires an overnight absence, the Company will reimburse the employee for the cost of reasonable meals, unless the meals were provided to them at no charge or as part of a registration fee.

(b) The employee may, at the employee's option, claim:

(i) the actual cost of the meal, evidenced by a receipt,
or

(ii) the following allowances for each meal:

Breakfast	\$12.00
Lunch	\$17.00
Dinner	\$27.00.

24.03 An employee who is required by the Company to be away from his Home Base overnight will be paid \$7.50 per night for incidental expenses.

24.04 This article does not apply to locally hired help who are employed for a specific job in an area and who will be laid off prior to the crew moving to another location.

ARTICLE 25.00 BEREAVEMENT LEAVE

- 25.01 An employee, in the event of a death in the immediate family, is entitled to bereavement leave. "Immediate family" includes parent, sibling, spouse (including common-law), child, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent (including spouses), grandchild, step-relatives at the same levels, and any dependent relative living in the employee's household. This list is not meant to be exhaustive and should not be used to unreasonably refuse bereavement leave.
- 25.02 An employee entitled to bereavement leave will be given time off with pay up to a maximum of four (4) Working Days and additional time off with pay to a maximum of two (2) Working Days for extended travel or for reasonable circumstances mutually agreed to by the employee and supervisor; and additional time off without pay to a maximum of two (2) Working Days for extended travel, if necessary. The employee has the sole right to decide whether to use all or some of the bereavement leave and travel time entitlement.

ARTICLE 26.00 TERMINATION OF SERVICE

- 26.01 A Permanent employee shall give the Company notice of intention to terminate employment as follows: a one-week notice if the employee has less than two years service; a two-week notice if more than two years service.
- 26.02 The Company shall give all non-permanent employees notice of its intention to terminate employment as required by the *Labour Standards Act of the Northwest Territories*.
- 26.03 Subject to an employee's right to submit a grievance, an employee may be discharged for just cause without notice or pay in lieu thereof.
- 26.04 The Company will provide notice to the Association of the intent to terminate an employee. The meeting will be scheduled in advance to provide sufficient time for representation to be arranged. The Company will also provide the employee with

written notice upon termination and a copy of this notice will be provided to the Association.

ARTICLE 27.00 MATERNITY AND PARENTAL LEAVE

27.01 An employee who has been employed by the company for a period of twelve consecutive months is entitled to maternity and parental leave in accordance with the provisions of the *Labour Standards Act of the Northwest Territories*.

ARTICLE 28.00 GRIEVANCE PROCEDURE

An employee may be assisted and represented by an Association officer at any stage of this procedure.

28.01 The grievance procedure described in this article will be used only to resolve disagreements regarding the interpretation, application, administration or any alleged violation of this agreement.

Facilitation

- 28.02 (a) The parties believe that any grievance or prospective grievance should be resolved as early as possible and, wherever possible, should be resolved by the employee and the supervisor involved.
- (b) To help try to resolve a disagreement, the parties may, by mutual agreement, agree to ask for the help of a facilitator at any stage of this grievance process. The facilitator and the process to be used (e.g., the problem-solving process) must be agreed to by both parties.
- (c) The parties agree not to enforce the time limits under this article while the facilitator is working with the parties. When the attempts are completed, or mutual agreement to continue with the process is withdrawn, the applicable time limits will begin running again.

Discussions

28.03 Before submitting a grievance, the employee involved in the disagreement is first encouraged to settle the difference in discussion with:

- (a) the selecting supervisor, if the disagreement relates to a Job Posting, or
- (b) the most immediate supervisor who is not a member of the bargaining unit, in any other case.

If the employee chooses not to meet with the supervisor, this will not prevent any employee from submitting a grievance.

28.04 At any time before a grievance is filed or during the grievance procedure, including a Job Posting grievance, the employee involved may request a meeting with his General Manager to try to resolve the issue.

28.05 Any grievance must be submitted within certain time limits:

- (a) In the case of a Job Posting, a grievance must be submitted within five Days of the employee receiving written reasons for his not being selected.
- (b) In the case of a dismissal, a grievance must be submitted within 10 Days of the Association receiving written notice of the dismissal.
- (c) In any other case, a grievance must be submitted within 15 Days of the act giving rise to the grievance.

28.06 If the matter is not resolved, discussions do not resolve the matter, the disagreement may proceed to:

- (a) Step 1, in the case of a disagreement that does not involve the discharge of an employee; or
- (b) Step 2, in the case of a disagreement that involves the discharge of an employee.

28.07 While this grievance procedure is in process, the employee involved will continue to faithfully perform the duties assigned.

Calculation of Time

28.08 Whenever a time limit is imposed in this article, the following rules apply:

- (a) Saturdays, Sundays and holidays will not be included in calculating time.
- (b) If either party fails to process the grievance within the time limits established, that party will be deemed to have conceded the grievance in favour of the other party.
- (c) The parties may jointly agree to extend time limits or to waive steps contained in this article. Any extensions and/or waivers must be documented in writing.

28.09 The senior leader, Human Resources shall receive written notice of all grievances filed.

Step 1

28.10 The employee is responsible for initiating a grievance and submitting it in writing. The employee may seek assistance from the Association.

28.11 The grievance will include:

- (a) the nature of the grievance;
- (b) the date of occurrence;
- (c) the circumstances out of which the grievance arose;
- (d) the requested remedy;
- (e) the clauses in issue; and
- (f) the signature of the employee(s) submitting the grievance.

28.12 (a) Where the grievance results from a Job Posting, the grievance will be sent to the selecting supervisor and the supervisor's manager within five (5) Days of the employee being given reasons for not being selected for the Job.

- (b) In any other case, the grievance will be given to the employee's supervisor's manager within 15 Days of the act causing the grievance, with a copy, for information purposes, to the employee's supervisor.

28.13 The manager will meet with the employee and supervisor to discuss the grievance. If the grievance arises from Article 14.00 (Job Posting), the supervisor who made the decision shall attend the meeting at the request of either party.

28.14 Within six Days of receiving the grievance, the manager will:

- (a) make a decision to either uphold or deny the grievance
- (b) communicate his decision, by telephone or in person, to affected employees and the Association
 - (i) When a Job Posting grievance is upheld, the first person advised of the grievance outcome will be the employee who was initially the successful candidate.
- (c) provide written notice of his decision to affected employees and the Association.

28.15 If the grievance is not resolved satisfactorily, either the Company or the Association may proceed to Step 2.

Step 2

28.16 Either the Company or the Association may request the formation of a Grievance Committee by written notice to the other party within five Days of the Step 1 decision.

28.17 In the case of a grievance resulting from the dismissal of an employee, receipt of the grievance shall constitute a request for formation of a Grievance Committee. In such a case, the grievance shall be in writing and include:

- (a) the nature of the grievance;
- (b) the date of occurrence;

- (c) the circumstances out of which the grievance arose;
 - (d) the requested remedy;
 - (e) the clause or clauses of this agreement which, it is claimed, have been violated or infringed upon; and
 - (f) the signature of the employee(s) submitting the grievance.
- 28.18 (a) The Company and the Association will each name three members to the Grievance Committee. The party requesting the Grievance Committee will include the names of its nominees in its notice under clause 28.16. The other party will respond with the names of its nominees in writing within five Days of receiving the notice.
- (b) The Company and the Association will exchange all information relating to the grievance within five days of receiving notice of the formation of the Grievance Committee.
- (c) The employee initiating the grievance will be afforded the opportunity to present his case, in person or by some other reasonable means, to the Grievance Committee if he so wishes.
- 28.19 The employee initiating the grievance, the employee's supervisor and the supervisor's manager are not eligible to sit on the Grievance Committee. In the case of a grievance resulting from a Job Posting, the selecting supervisor and the supervisor's manager are also ineligible to sit as members of the Grievance Committee.
- 28.20 The Grievance Committee shall appoint one of its members to be its chair and the person so appointed will retain the right to vote.
- 28.21 The grievance will be presented to the Grievance Committee within twenty (20) Days of the Grievance Committee being appointed.
- 28.22 Within 10 Days of receiving hearing the grievance, the Grievance Committee will issue a written report,
- (a) upholding the grievance,

- (b) denying it,
- (c) Resolve the grievance in a manner that is fair and just. In determining a resolution to the grievance, either party may discuss their recommendations with their respective constituents for consultation; or,
- (d) reporting that it is unable to reach a majority decision.

The committee's report will be given to the Company and the Association.

- 28.23 A majority decision of the Grievance Committee is binding upon both parties.
- 28.24 If the Grievance Committee reports it is unable to reach a majority decision, the grievance may proceed to Step 3.

Step 3

- 28.25 The Association or the Company shall submit the grievance to the Company's President.
- 28.26 The grievance shall be submitted, in writing, within six Days of the Grievance Committee's report.
- 28.27 Within six Days of receiving the grievance, the President or designate will uphold the grievance, deny it or offer an alternative resolve. Notification of the decision will be submitted to the Association, in writing.
- 28.28 If the grievance is not resolved satisfactorily, either party may submit the grievance to arbitration.

Grievance Arbitration

- 28.29 The Association or the Company shall notify the other party of its desire to proceed to arbitration within six Days of the Step 3 decision. In the notice, the party requesting arbitration shall include the name of its nominee to the arbitration board.

- 28.30 Within seven Days of receiving this notice, the party receiving the notice shall name its nominee to the arbitration board and notify the other party.
- 28.31 Within seven Days of the appointment of the second nominee, the two nominees will select a chairman of the arbitration board. If such agreement cannot be reached in that time, the nominees will request the Minister of Labour for Canada to appoint a chairman.
- 28.32 (a) Notwithstanding clauses 28.29 to 28.31, the parties may agree to refer a particular grievance to a single-person arbitration board.
- (b) In this case, the parties shall agree on an arbitrator within seven Days of the notice required in clause 28.29. If no agreement has been reached by that time, the parties will request the Minister of Labour for Canada to appoint an arbitrator.
- (c) A single arbitrator appointed under this clause constitutes the “board” for the purposes of clauses 28.33 to 28.39.
- 28.33 The arbitration board will meet within 21 Days of the chairman's appointment and hear such evidence as the parties may wish to present to assure a full and fair hearing.
- 28.34 The board will make every reasonable effort to render its decision, in writing, within 30 calendar Days of its hearing.
- 28.35 The decision of a majority of the board is the decision of the board. It is final and binding on the parties.
- 28.36 The board's decision shall not alter, amend, add to or change the terms of this agreement. It has no jurisdiction to determine any matter other than the grievance before it.
- 28.37 The board's jurisdiction is limited to the remedy requested by the grieving party.
- 28.38 If an arbitration board determines that an employee has been discharged or otherwise disciplined for cause, the board may substitute some other penalty for the discharge or discipline that to the board seems just and reasonable in all the circumstances.

28.39 The parties will pay the expenses of their respective nominee. The expenses of the chairman shall be shared equally by the parties. Where an arbitration is conducted by a single arbitrator under clause 28.32, the expenses of the arbitrator shall be shared equally by the parties.

ARTICLE 29.00 POLICY GRIEVANCES

29.01 Either party to this agreement may initiate a grievance regarding the interpretation, application, administration or any alleged violation of this agreement.

29.02 A party initiating a policy grievance shall, within 15 Days of the act giving rise to the grievance, give notice to the other party, setting out:

- (a) the nature of the grievance;
- (b) the date of occurrence;
- (c) the circumstances out of which the grievance arose;
- (d) the requested remedy or declaration;
- (e) the clauses in issue; and
- (f) the signature of an authorized official of the party initiating the grievance.

29.03 A grievance under this article, once served on the other party, shall constitute a notice of a request for the establishment of a Grievance Committee and the provisions of clauses 28.08, 28.09 and clauses 28.18 to 28.39 inclusive shall apply to the processing of such grievance.

ARTICLE 30.00 ASSOCIATION DUES

30.01 All members of the bargaining unit shall, as a condition of employment, pay to the Association the dues established by the Association's bylaws.

- 30.02 The Company shall deduct the dues from the employee's pay on a bi-weekly basis and send the money so deducted to the Association within 15 Days.
- 30.03 The Company shall provide the Association a bi-weekly computer printing showing the name, classification and amount of dues deducted for every member of the bargaining unit.
- 30.04 Nothing in this article obliges an employee to become a member of the Association.

ARTICLE 31.00 LEFT BLANK INTENTIONALLY.

ARTICLE 32.00 EMPLOYEE RELATIONS COUNCIL

- 32.01 The parties agree to establish a standing Employee Relations Council.
- 32.02 The Council will consider matters relating to technological change, employee relations and contract issues and make recommendations to the parties as appropriate.
- 32.03 The Council will consist of an equal number of representatives from the Company and the Association.
- 32.04 Each of the parties will name its own representatives to the Council and may change its representatives at any time. The parties will use their best efforts to ensure that their representatives are also members of their respective bargaining committees.
- 32.05 The Company and the Association will each nominate one of their representatives to be a co-chair of the Council.
- 32.06 The Council will meet at the call of the co-chair and may establish its own procedures and practices.

ARTICLE 33.00 LAYOFF

- 33.01 (a) Before laying off a Permanent Employee, the Company, in consultation with the Association, shall attempt to place the employee in another Job within the Company.
- 33.02 In the event of a layoff becoming necessary, the following factors will apply:
- i. related ability;
 - ii. qualifications;
 - iii. performance during employment with the Company;
 - iv. length of service.

If factors i, ii, and iii are relatively equal, then factor iv will govern.

ARTICLE 34.00 REDUCTION OF STAFF

- 34.01 When the Company proposes to terminate (other than for cause) an employee as a result of a decision to reduce the number of Permanent Employees:
- (a) The Company will notify the Association of its intent at least 30 days prior to the date on which the intention will be announced to employees.
 - (b) The parties will meet as soon as possible after the notice is given and as often as required thereafter to discuss the Company's decision. In these meetings, the parties will discuss the reasons for and impacts of the termination and specifically (without restricting the generality of the foregoing):
 - (i) the proposed implementation dates of the terminations
 - (ii) the anticipated number, type and location of employees who will be affected
 - (iii) anticipated changes to the terms and working conditions of employees affected by the terminations and

- (iv) the means by which the terminations and related changes will be communicated to employees.
- (c) Prior to terminating an employee, the Company will, wherever possible:
 - (i) provide an employee with training or retraining opportunities to provide the employee with skills required for a Job that is, or might become, available and
 - (ii) provide an employee with an opportunity to relocate and be placed in a Job that is available and for which the employee has, or can reasonably acquire, the skills required for the Job.

34.02

- (a) If the Company needs to reduce the workforce, it will invite employees from the Job Classes being reduced to volunteer for severance.
- (b) The Company will choose the employees to be terminated from the list of volunteers.
- (c) If there are insufficient volunteers to meet the proposed reduction, the Company may select additional employees to be terminated.

ARTICLE 35.00 CONTRACT ARBITRATION

35.01 When negotiations towards a new collective agreement reach an impasse, either party may give written notice to the other that an interest arbitration board shall be appointed to settle the unresolved issues.

35.02 Within fifteen (15) days of either party giving written notice to the other under clause 35.01, the parties will notify the Minister responsible for the *Canada Labour Code* of their agreement to appoint an interest arbitration board and each party will provide written notice to the other party and the Minister of the name of its nominee.

- 35.03 Within seven (7) days of their nomination, the two members nominated by the parties will select a third person to be chair of the arbitration board. If the nominees are unable to agree on the selection of a chair, either nominee may notify the Minister and request that he appoint the chair.
- 35.04 The arbitration board will meet and hear such evidence as the parties may wish to present to assure a full and fair hearing.
- 35.05 If the arbitration board is unable to effect a settlement, then, within twenty (20) Days of hearing the evidence, or any longer period that may be agreed to by the parties or fixed by the Minister, the arbitration board shall issue its award in writing. The award is final and binding upon the parties and upon any employee affected by it.
- 35.06 In its award, the Arbitration Board:
- (a) shall resolve the unresolved issues and requests by either incorporating them with or without amendment, or refusing to incorporate them and
 - (b) shall not make any change retroactive unless one of the parties listed the request or issues as one for which they desire a retroactive effect.
- 35.07 The parties will pay the expenses of their respective nominee. The expenses of the chair shall be shared equally by the parties.

ARTICLE 36.00 LEFT BLANK INTENTIONALLY.

ARTICLE 37.00 DISCIPLINE

- 37.01 The parties agree that all discipline is significant and can have serious consequences. They further acknowledge that discipline may take different forms. The Company will obtain relevant facts before initiating disciplinary action.

- 37.02 The Company will not take serious disciplinary action, such as suspension without pay or termination, until a thorough investigation of the alleged incident has been held and the employee's responsibility is established.
- (a) The investigation will gather and document relevant facts about the incident and will provide an opportunity for the employee involved to explain his actions.
 - (b) The employee involved will be informed that an investigation is being undertaken, unless the Company reasonably believes that informing the employee would negatively affect the investigation.
 - (c) At the conclusion of the investigation, the Company will inform the employee and the Association in writing of the results of the investigation and the action the Company is taking.
- 37.03 The Company recognizes the right of any bargaining unit member to be represented by the Association at any stage of this process.
- 37.04 Discipline imposed under this article may be the subject of a grievance under the grievance procedure established in this collective agreement.
- 37.05 An employee covered by this collective agreement will not administer disciplinary action against another employee covered by this collective agreement. Formal disciplinary action will be administered by management. This does not prevent an employee covered by this collective agreement from exercising the leadership responsibilities of training, coaching and mentoring associated with being in a lead role. An employee in a lead role will provide employees with performance feedback that may include discussion of areas for improvement as well as consequences if corrective action is not taken.

ARTICLE 38.00 LEFT BLANK INTENTIONALLY.

ARTICLE 39.00 WAIVER OF SPECIFIC CLAUSES

- 39.01 The Company, or the Association, may, from time to time, ask each other to waive one or more provisions of the collective agreement in a particular set of circumstances for the purpose of managing the Company's business or the employees' interests. Either party may, upon due consideration, waive such provision or provisions for the benefit of the employees or the Company.
- 39.02 Upon receiving such a request, the Association or Company shall review it, along with any documentation provided by the Company or Association, and shall provide the Company or Association with a response as soon as practical under the circumstances.
- 39.03 Any waiver by the Association or Company pursuant to this article applies only to the specific request made by the Company or Association. Should a further waiver of the same clause be desired on a subsequent occasion, the procedure outlined in clauses 39.01 and 39.02 shall apply.

ARTICLE 40.00 CONTRACTING OUT

- 40.01 The Company will use reasonable efforts to use members of the Association for ongoing work required by the Company; including work that is required to be done at an overtime rate of pay; rather than contracting such ongoing work out.
- 40.02 The Company will notify the Association of any work contracted out by the Company.

ARTICLE 41.00 EXTENDED OVERNIGHT ABSENCES

- 41.01 An employee required to work away from Home Base who experiences extensive overnight absences, regardless of the reason, qualifies for additional vacation Days, based on the number of overnight absences that take place in a calendar year, as follows:

30 overnight absences	1 Day
40 overnight absences	1 additional Day (total of 2)
50 overnight absences	1 additional Day (total of 3)
60 overnight absences	1 additional Day (total of 4)
70 overnight absences	1 additional Day (total of 5)
80 overnight absences	1 additional Day (total of 6)
90 overnight absences	1 additional Day (total of 7)
100 overnight absences	1 additional Day (total of 8)
110 overnight absences	2 additional Day (total of 10)

- 41.02 Overnight absences related to classroom instruction for apprenticeship training programs do not count towards the entitlement in Clause 41.01.
- 41.03 Vacation Days earned under Article 41.00 will be added to the employee's vacation entitlement for the following calendar year.
- 41.04 The employee has the option to receive pay in lieu of additional vacation earned under this article.

ARTICLE 42.00 PERSONAL DAYS

- 42.01 (a) Effective January 1, 2015, an Employee is eligible for three (3) Working Days of personal leave, with pay, each calendar year.
Effective January 1, 2016, an Employee is eligible for four (4) Working Days of personal leave, with pay, each calendar year.

This leave will be granted at the employee's request in all but exceptional or emergency work situations.

- (b) Effective January 1, 2015, an Employee in schedule 60, 62, or 67 is eligible for one (1) additional personal day, with pay, each calendar year (for a total of four [4]).
Effective January 1, 2016, an Employee in schedule 60, 62, or 67 is eligible for one (1) additional personal day, with pay, each calendar year (for a total of five [5]).
- (c) A Permanent Part-time Employee is eligible for personal days, pro-rated on the basis of his payroll preset.

(d) A Temporary Employee is eligible for personal days pro-rated from date of hire.

42.02 Where possible, employees will provide at least 48 hours notice prior to taking their leave. It is understood that there will be situations where 48 hours notice cannot be given due to personal emergencies or short notice situations. Notice given of less than 48 hours will not be sufficient grounds to deny the leave.

42.03 Any unused time in Personal Days that remains at the end of a calendar year will expire and does not carry over into the next year.

ARTICLE 43.00 COMPASSIONATE CARE LEAVE

43.01 An employee may apply for up to eight weeks of leave, without pay, to provide compassionate care to a gravely ill family member, as defined under Employment Insurance Compassionate Care Benefits.

(a) The Company will not unreasonably deny requests for compassionate care leave.

(b) The Company agrees to provide the same or equivalent Job on the employee's return.

(c) Administrative processes for compassionate care leave will be the same as those for leave of absence.

IN WITNESS WHEREOF the Company has hereunto affixed its corporate seal, duly authenticated by the signature of its proper officers thereunto authorized, and the Association has caused these presents to be executed, all as of the day and year first above written.

NORTHLAND UTILITIES
(YELLOWKNIFE) LIMITED

UNITED UTILITY WORKERS'
ASSOCIATION OF CANADA



PRESIDENT



BUSINESS MANAGER



GENERAL MANAGER



PRESIDENT

NORTHLAND UTILITIES (YELLOWKNIFE) LIMITED
SCHEDULE 60, 62, 65
Minimum Bi-weekly Wage Ranges*

Job Class Code	Job Title	Effective Jan 1, 2015 3.0%	Increment	Effective Jan 1, 2016 3.0%	Increment
600050	Service Clerk II	1,410.29 - 2,120.77 (17.63 - 26.50)	88.82 (1.11)	1,452.60 - 2,184.39 (18.16 - 27.30)	91.48 (1.14)
600110	Service Clerk III	2,049.81 - 2,523.16 (25.62 - 31.55)	59.16 (0.73)	2,111.30 - 2,598.85 (26.39 - 32.50)	60.93 (0.75)
600400	Service Clerk IV	2,193.66 - 2,804.05 (27.42 - 35.04)	76.29 (0.95)	2,259.47 - 2,888.17 (28.24 - 36.09)	78.58 (0.98)
600500	Service Clerk V	2,523.16 - 3,048.01 (31.54 - 38.10)	65.60 (0.83)	2,598.85 - 3,139.45 (32.49 - 39.24)	67.57 (0.85)
621100	Engineering Assistant I	2,220.88 - 2,851.67 (27.76 - 35.64)	63.08 (0.78)	2,287.51 - 2,937.22 (28.59 - 36.71)	64.97 (0.80)
621200	Engineering Assistant II	2,971.21 - 3,507.73 (37.14 - 43.85)	67.06 (0.84)	3,060.35 - 3,612.96 (38.25 - 45.17)	69.07 (0.87)
621300	Engineering Assistant III	3,372.63 - 4,006.34 (42.16 - 50.07)	79.21 (0.99)	3,473.81 - 4,126.53 (43.42 - 51.57)	81.59 (1.02)
651000	Construction Lineman	3,433.87 - 3,860.53 (42.92 - 48.26)	106.66 (1.33)	3,536.89 - 3,976.35 (44.21 - 49.71)	109.86 (1.37)
652000	Powerline Technician	3,765.29 - 4,191.98 (47.07 - 52.41)	106.67 (1.33)	3,878.25 - 4,317.74 (48.48 - 53.98)	109.87 (1.37)
654100	Powerline Technician Team Lead - Line	4,118.51 - 4,711.16 (51.48 - 58.89)	98.77 (1.23)	4,242.07 - 4,852.49 (53.02 - 60.66)	101.73 (1.27)
655000	Powerline Technician Team Lead - Service	4,118.51 - 4,711.16 (51.48 - 58.89)	98.77 (1.23)	4,242.07 - 4,852.49 (53.02 - 60.66)	101.73 (1.27)

***All wages are administered with semi-annual increments.**

NORTHLAND UTILITIES (YELLOWKNIFE) LIMITED
SCHEDULE 66, 67
Minimum Bi-weekly Wage Ranges*

<i>Job Class Code</i>	<i>Job Title</i>	<i>Effective Jan 1, 2015 3.0%</i>	<i>Increment</i>	<i>Effective Jan 1, 2016 3.0%</i>	<i>Increment</i>
583500	Journeyman Electrician	3,573.52 - 3,973.92 (44.67 - 49.67)	100.11 (1.25)	3,680.73 - 4,093.14 (46.01 - \$51.16)	103.11 (1.29)
584100	Power Systems Electrician	3,573.52 - 3,973.92 (44.68 - 49.68)	100.11 (1.25)	3,680.73 - 4,093.14 (46.02 - 51.17)	103.11 (1.29)
660100	Electrical Technologist Entry	2,208.24 - 3,253.07 (27.60 - 40.67)	104.48 (1.31)	2,274.49 - 3,350.66 (28.43 - 41.89)	107.61 (1.35)
660300	Electrical Technologist Qualified	3,040.23 - 4,294.03 (38.00 - 53.67)	104.48 (1.31)	3,131.44 - 4,422.85 (39.14 - 55.28)	107.61 (1.35)
660500	Electrical Technologist Senior Qualified	4,022.85 - 4,564.23 (50.29 - 57.05)	90.23 (1.13)	4,143.54 - 4,701.16 (51.80 - 58.76)	92.94 (1.16)
670010	Labourer	1,730.40 - 2,448.10 (21.63 - 30.60)	141.73 (1.77)	1,782.31 - 2,521.54 (22.28 - 31.52)	145.98 (1.82)
670020	Groundsman	2,025.50 (25.32)	-	2,086.27 (26.08)	-
672500	Field Services Representative	1,974.53 - 2,897.88 (24.68 - 36.23)	65.96 (0.83)	2,033.77 - 2,984.82 (25.42 - 37.32)	67.94 (0.85)
673000	Warehouseman	1,809.76 - 2,486.23 (22.62 - 31.08)	48.32 (0.61)	1,864.05 - 2,560.82 (23.30 - 32.01)	49.77 (0.63)
674000	Senior Warehouseman	2,388.04 - 2,774.88 (29.85 - 34.68)	48.35 (0.61)	2,459.68 - 2,858.13 (30.75 - 35.72)	49.80 (0.63)
675000	Stockkeeper	2,573.57 - 3,195.71 (32.17 - 39.94)	61.89 (0.77)	2,650.78 - 3,291.58 (33.14 - 41.14)	63.75 (0.79)

* All wages are administered with semi-annual increments.

NORTHLAND UTILITIES (YELLOWKNIFE) LIMITED
SCHEDULE 64
Apprentice Journeyman
Minimum Bi-weekly Wage Ranges

Bi-Weekly Training Term/Wage Range Effective Jan 1, 2015 3.0%

	1-1	1-2	2-1	2-2	3-1	3-2	4-1	4-2	Journeyman
642001 – 642008 Powerline Technician	2,258.78 28.23	2,446.36 30.58	2,634.94 32.94	2,821.55 35.27	3,010.08 37.63	3,198.67 39.98	3,386.22 42.33	3,574.80 44.69	3,765.29 47.07

Bi-Weekly Training Term/Wage Range Effective Jan 1, 2016 3.0%

	1-1	1-2	2-1	2-2	3-1	3-2	4-1	4-2	Journeyman
642001 – 642008 Powerline Technician	2,326.54 29.08	2,519.75 31.50	2,713.99 33.93	2,906.20 36.33	3,100.38 38.76	3,294.63 41.18	3,487.81 43.60	3,682.04 46.03	3,878.25 48.48

Refer to Note #2 in Notes Applying to All Wage Schedules.

NOTES APPLYING TO ALL WAGE SCHEDULES

1. When increments are listed in a wage schedule, they are annual increments unless marked with an asterisk (*), in which case they are semi-annual.
2. When a salary range is set out for a Job Class, progression through the range will be annual (January) or semi-annual (January and July) to the range ceiling as provided by the particular schedule. Progression is subject to satisfactory performance, improved skills or knowledge required by the employee in the performance of the Job, possession of necessary tickets, Certificate or Diploma.

Certain Job Classes, such as apprentices, are indentured or enrolled in formalized training programs that require a combination of time in the Job and successful completion of examinations in order to progress. In accordance with the Apprenticeship Trade and Occupations Certification of the Northwest Territories, progression through the range and increment adjustments for employees in Schedule 64 (Apprentices) may occur at any time in the calendar year and are not restricted to January and July.

3. The following rules apply to new employees:
 - (a) The Company will place new employees within a salary range on the basis of market hiring rates.
 - (b) After a new employee successfully completes the probationary period, the employee will receive one increment. At the date of the first increment review (January 1 or July 1 as appropriate) following appointment to permanent staff, the increment adjustment as applicable will be retroactive to the date of appointment to permanent staff. This means that the employee will receive 1/12 or 1/6 (for annual or semi-annual review respectively) of the increment for each month since appointment to permanent staff. These increments will be subject to clause 2 of these notes. This provision is waived for apprentice employees listed in Schedule 64.
4. When an employee receives a promotion, the employee shall be placed within the new salary range at a rate, which reflects an

increase in wage no less than one increment in the range from which the employee was promoted. This does not apply in the case of progression Jobs.

5. If an employee is accepted under a Job Posting for a Job at a lower level, or is transferred to such a Job at their own request, the employee will be paid at an appropriate level within the wage range for the lower-level Job Class.

LETTER OF AGREEMENT
RE: PENSION and BENEFITS

In order to recruit and retain employees, the Company has an obligation to provide to employees a benefits package that is competitive and comprehensive.

The benefits package is included in ATCO Electric's Management Guide and the Company's local policy AP 101. Benefits include but are not limited to:

- Reimbursement of 100% of the actual costs associated with the purchase of safety footwear (to a maximum of \$400.00) and fire retardant clothing; and 100% of the costs of repairs to safety footwear.
- A northern benefits policy to assist employees with the increased cost of living in Yellowknife. This includes a northern allowance, a vacation travel supplement, an allowance for vacation travel, and supplementary medical and dental travel allowance.
- The Company will consult with the Association prior to any changes being made to the benefits package and will consider the Association's input prior to any changes being implemented.

The pension and benefits package may change from time to time for valid business and social reasons.

The Company and Association understand that in the event there is a change in company ownership or employee representation, then the health care benefits, retirement plan options, allowances or their equivalent, shall continue as part of the successor rights and responsibilities.

In witness whereof, the Parties have executed this agreement by their duly-authorized officers.

NORTHLAND UTILITIES
(YELLOWKNIFE) LIMITED



GENERAL MANAGER

UNITED UTILITY WORKERS'
ASSOCIATION OF CANADA



BUSINESS MANAGER

LETTER OF AGREEMENT
RE: COMMITMENT TO HEALTH, SAFETY, WELLNESS AND THE ENVIRONMENT

Ensuring the health and well being of all employees, ensuring the safety of its workers, and respecting the environment are key values shared by the Association and the Company. The Company has adopted a management approach to health, safety, wellness and the environment that is embodied in principles statement for Northland Utilities (Yellowknife). That statement and its supporting activities incorporate the following key concepts and principles:

- Practice safety first, always.
- Question any procedure or work plan that is not clear or that raises concerns.
- Refuse to do unsafe work.
- Look out for fellow workers.
- Conduct a hazard and risk assessment and prepare a job plan.
- Demonstrate personal involvement.
- Productivity does not justify injury.
- Employees have the right to work in an environment that is free from violence, bullying, harassment and discrimination.
- Responsibility to work safely rests with employees, supervisors, managers and executives. Ensure workplace health and safety and environmental protection on the job and be accountable for understanding and following HSE requirements.
- Commit to employee involvement and engage workers appropriately in key activities and decisions.

The Association and the Company are committed to upholding these key concepts and principles. Management of health, safety, wellness and the environment is an ongoing process. The Association and the Company will work to foster a work environment that is conducive to “Safety First, Always” that promotes the well being of the individual and ensures activities that minimize the environmental impact of our activities.

The Association and the Company will demonstrate and sustain their commitment to health, safety, wellness and the environment by participating in HSE meetings and other activities.

Nothing in this Letter of Agreement supercedes any provisions of the Collective Agreement.

NORTHLAND UTILITIES
(YELLOWKNIFE) LIMITED



GENERAL MANAGER

UNITED UTILITY WORKERS'
ASSOCIATION OF CANADA



BUSINESS MANAGER

**LETTER OF AGREEMENT
RE: REDUCTION OF STAFF/SEVERANCE**

1. The Employer may request a signed Release from a Permanent Employee (including a Permanent Part-time Employee) whose employment is terminated under Article 34.00 of this collective agreement. The format of the Release shall be as per Attachment A. In any case when the Employer makes such a request, notice will be provided to the Association of such a request. The Employer will advise the employee of their right to consult with the Association and provide reasonable opportunity to do so. The signing of the release is at the discretion of the employee.

2. Subject to section 2 of this Letter of Agreement, a Permanent Employee (including a Permanent Part-time Employee) whose employment is terminated under Article 34.00 of this collective agreement shall receive severance pay in lieu of notice of not less than the amount achieved by adding the entitlements under paragraphs (a) and (b) of this section:
 - (a) An amount for length of service, calculated as follows:
 - (i) Where an employee has less than 10 years of continuous service with the Company - two (2) weeks of regular pay for each year of continuous service;
 - (ii) Where an employee has more than 10 years of continuous service with the Company - two and a half (2.5) weeks of regular pay for each year of continuous service;

 - (b) An amount in consideration of an employee's age, calculated as follows:
 - (i) Where an employee is between 50 and 54 years of age at the time of termination – four weeks of regular pay; or
 - (ii) Where an employee is 55 years of age or older at the time of termination – six weeks of regular pay.

3. The following additional rules apply in calculating the minimum amount of severance pay to an employee terminated under Article 34.00 of the collective agreement:

- (a) Fractional years of service shall be used to calculate payments under clause 2. For example, if an employee has 4.5 years of service, the calculation would be 4.5 years x 2 weeks/year = 9 weeks of regular pay.
- (b) The amount of severance pay shall not be less than four weeks of regular pay.
- (c) Subject to paragraph (d), the Company shall not be required to offer more than 45 weeks of regular pay.
- (d) Where an employee is entitled to at least 45 weeks of regular pay, by virtue of paragraph 2(a) of this Letter of Agreement, and the employee is aged 50 years or more at the time of termination, the employee shall be entitled to 49 or 51 weeks of regular pay, depending on age, as per 2(b).

4. In addition to the amounts payable under paragraphs 2 or 3, an employee terminated under Article 34.00 of the collective agreement shall be entitled to a payment of 10 percent of the severance amount in lieu of extended benefits.

NORTHLAND UTILITIES
(YELLOWKNIFE) LIMITED



GENERAL MANAGER

UNITED UTILITY WORKERS'
ASSOCIATION OF CANADA



BUSINESS MANAGER

Attachment A
GENERAL RELEASE FOR REDUCTION OF STAFF

I release and discharge Northland Utilities (Yellowknife) Limited (the Employer) and the United Utility Workers' Association of Canada, and their respective personal representatives, and agents, from any and all claims, or actions for anything whatsoever arising out of the termination of that employment due to reduction of staff, or the representation I have received from UUWA.

This Release is intended to end any obligations of my Employer or UUWA arising from the termination of my employment due to reduction of staff and the representation I have received from UUWA in that regard.

This Release releases the Employer and UUWA of any complaint I have for discrimination or harassment pursuant to the Human Rights Act and the Employment Standards Code as it relates to the reduction of staff.

I confirm that I have had the opportunity to obtain advice in respect of this release, that I fully understand the terms of this Release and that I am signing this voluntarily and of my own free will.

Dated at _____, Northwest Territories this ____ day of _____, 20__.

[signature of witness]
executing release]

[signature of person
executing release]

[print name of witness]
executing release]

[print name of person
executing release]

**LETTER OF AGREEMENT
RE: NORTHERN ALLOWANCE**

To alleviate the higher cost of living in Yellowknife and to attract and retain qualified personnel to work and live in the community, the company's assistance to permanent full-time employees will be in the form of a northern allowance.

The northern allowance will be payroll administered and will be disbursed on a bi-weekly basis as follows:

- (a) Six hundred and fifty dollars (\$650.00) per month plus five percent (5%) of basic monthly salary.
- (b) A Permanent Part-time Employee is eligible for northern allowance on a prorated basis dependent on his preset hours of work, consistent with the following formula:
 - (i) Northern allowance of six hundred and fifty dollars (\$650.00) per $\frac{\text{month} \times \text{Regular hours to be worked per month}}{\text{Total Regular Hours per month for the Job classification}}$
 - (ii) Plus five percent (5%) of basic monthly salary.

NORTHLAND UTILITIES
(YELLOWKNIFE) LIMITED



GENERAL MANAGER

UNITED UTILITY WORKERS'
ASSOCIATION OF CANADA



BUSINESS MANAGER

LETTER OF AGREEMENT
RE: DESIGNATED COMMUNITY ALLOWANCE – ADMINISTRATIVE
POLICY 101

The Company will discuss any changes to the Policy with the Association prior to implementation and allow for reasonable consideration of meaningful input.

The Company will give a minimum of six (6) months' notice for any changes that may result in any lesser benefit.

NORTHLAND UTILITIES
(YELLOWKNIFE)
LIMITED



GENERAL MANAGER

UNITED UTILITY WORKERS'
ASSOCIATION OF CANADA



BUSINESS MANAGER