

NORTHWEST TERRITORIES
POWER
CORPORATION

011211 (10)

Collective Agreement

between

The Northwest Territories
Power Corporation
and

The Union of Northern Workers

Expires December 31, 2004

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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) Vacation leave requests for time off between June **1** and September **30** must be submitted by February **28**, after which time they will be reviewed and responded to within two weeks.

Vacation leave requests for time off between December **1** and January **7** must be submitted by July **31**, after which time they will be reviewed and responded to within two weeks.
 - (iii) 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, or submits his/her vacation leave requests for periods specified in **15.02 (b)(ii)** after the dates specified in **15.02 (b)(ii)**, 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, except where an employee requests vacation leave for the periods specified in **15.02(b)(ii)**, in which case the reply will be within two (**2**) weeks of the deadlines set out in **15.02(b)(ii)**;
- (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 cancellation 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) **National Aboriginal Day**
- (f) Canada Day
- (g) Labour Day
- (h) The day fixed by Order of the Government of the Northwest Territories as a general day of Thanksgiving
- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day

- (l) One additional day in each year that, in the opinion of the Employer, is recognized to be a **Northwest Territories** 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 **Northwest Territories** or civic holiday, the first Monday in August and
- (m) 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

INCIDENT REPORTING

17.01 Serious health, safety or environmental incidents must be reported to the Employer immediately, and in any event must be reported to the Employer within 24 hours of discovery by the employee.

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 **five (5)** 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:

- (a) **grant** reasonable time off for an employee to undergo an examination for a Public Service position;
- (b) **excuse** 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, **appointments with school authorities, appointments with day care workers, provided that the appointment cannot be scheduled outside of the Employee's regularly scheduled working hours;** and
- (c) **excuse** 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 22 Employment Insurance Act, 1996, shall be paid a maternity leave allowance.**

- (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 will consist of the following:**

- (i) 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 thirty-seven (**37**) weeks.
- (b) Child Care Leave will be taken within the fifty two (**52**) week period immediately following the date of birth or immediately following custody of a newborn or newly adopted child. If the thirty-seven (**37**) weeks 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.
- (d) If the Child Care Leave is taken by an employee-couple, the amount shall not exceed thirty-seven (**37**) weeks in total.
- (e) Child Care Leave taken in conjunction with maternity or adoption leave shall commence immediately following the termination of Maternity or Adoption Leave. The two periods of leave combined shall not exceed a total of fifty-two (**52**) weeks.

- (f) **Child Care Leave taken by an employee-couple in conjunction with Maternity Leave or Adoption Leave shall not exceed fifty-two (52) weeks for both employees combined.**

(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 instalments.

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 **four (4)** 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. **Timesheets will reflect the regularly scheduled employees.**

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 **fifteen (15)** days leave with pay in a **non-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 **Sunday** morning and ending at 2400 hours the following **Saturday** 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 an hourly basis with the hours debited for each day of sick leave being the same as the hours the employees would normally have been scheduled to work on that day.

10. Shift Premium

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

11. Due to operational requirements, the Employer may reschedule the swing shift operator without penalty to facilitate the twelve (12) hour work schedule.

12. Employees on the "availability list" shall not receive "standby pay" and shall be available for at least one (1) hour prior to the start of the designated shift and for at

least one (1) hour following the commencement of the shift the employee is designated to be available for.

13. Either party may terminate the provisions of Article 22.17 following thirty (30) days written notice from either party to the other providing that prior discussions on termination have been held or at an earlier date if mutually agreed upon by both parties.

22.17 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 **Sunday** morning and ending at 2400 hours **Saturday**. 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 **\$50.00** 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

- (ij) 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 **day** of relief from standby. For every **day** that the employee is not on standby, the annual allowance is reduced by the amount of **\$26.00 per day** (\$182 **per week**).

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 **April 20, 2002 -- \$2.25**

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

29.01 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.

29.02 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** 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.
- 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, 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 **appointed under the Safety Act;**
- (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.
- (XII) **Shall exercise the powers of a Joint Work Site Health and Safety Committee under the Safety Act.**

(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

The 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 **Human Resources** 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) **An employee shall have the right to refuse dangerous work in accordance with the Safety Act.**
- (b) 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, **2002** to December 31, **2004**. 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.
- 45.04 Where notice to commence collective bargaining has been given under Clause 45.03, the Employer shall not without consent by or on behalf of the employees affected, increase or decrease salaries or alter any other term or condition of employment of employees to whom this Agreement applies which was in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new Agreement has been concluded, or until the requirements of Section 41.04(1)(b) of the Public Service Act have been met.
- 45.05 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 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.

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, 2002**

Training Steps		1	2	3	4
Class #	Class Title				
3001	PLANT OPERATOR	21.35	22.30	23.25	24.22
3031	LABOURER	17.99			
3033	TRADES HELPER	21.35	21.81	22.28	
3035	TRADESPERSON	22.21	22.72	23.18	23.71
3037	COOK/CUSTODIAN	21.35	21.81	22.28	22.72
3011	STOCKKEEPER I	21.35	21.81	22.28	
3012	STOCKKEEPER II	22.21	22.72	23.18	23.71
3003	SYSTEM OPERATOR I	27.12			
3004	SYSTEM OPERATOR II	28.96	(Upon successful completion of the System Operator Course)		
3005	ASSISTANT PLANT OPERATOR	18.68	19.43	20.18	20.93

Class #	Class Title	JOURNEYPERSON
3055	MILLWRIGHT	30.03
3039	POWER LINEPERSON	30.53
3043	DIESEL MECHANIC	30.03
3045	WELDER	30.03
3047	CARPENTER	30.03
3049	PLUMBER	30.03
3051	ELECTRICIAN	30.03
3008	POWER ENGINEER	30.03
1110	TECHNICIAN	33.01
3053	INDUSTRIAL WAREHOUSEPERSON	30.03

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. **A Lead Hand is a Journeyman who is required to oversee the work of a crew and whose responsibilities include, but are not limited to, the planning and assigning of work to ensure that workers are performing their tasks efficiently and safely, reporting back to the Corporation following the completion of the assignment and ensuring that proper Corporation operating procedures are followed.**

APPENDIX A
 HOURLY RATES OF PAY AND RANGES AND EXPERIENCE INCREMENTS
 Effective **January 1, 2003**

Training Steps		1	2	3	4
Class #	Class Title				
3001	PLANT OPERATOR	22.35	23.30	24.25	25.22
3031	LABOURER	17.99			
3033	TRADES HELPER	22.35	22.81	23.28	
3035	TRADESPERSON	23.21	23.72	24.18	24.71
3037	COOK/CUSTODIAN	22.35	22.81	23.28	23.72
3011	STOCKKEEPER I	22.35	22.81	23.28	
3012	STOCKKEEPER II	23.21	23.72	24.18	24.71
3003	SYSTEM OPERATOR I	28.12			
3004	SYSTEM OPERATOR II	29.96	(Upon successful completion of the System Operator Course)		
3005	ASSISTANT PLANT OPERATOR	19.68	20.43	21.18	21.93

Class #	Class Title	JOURNEYPEPERSON
3055	MILLWRIGHT	31.03
3039	POWER LINEPERSON	32.03
3043	DIESEL MECHANIC	31.03
3045	WELDER	31.03
3047	CARPENTER	31.03
3049	PLUMBER	31.03
3051	ELECTRICIAN	31.03
3008	POWER ENGINEER	31.03
1110	TECHNICIAN	34.01
3053	INDUSTRIAL WAREHOUSEPERSON	31.03

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 Journeyperson 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 Journeyperson positions as Lead Hand. The Lead hand shall be paid an allowance of \$2.00 per hour for all hours worked. A Lead Hand is a Journeyperson who is required to oversee the work of a crew and whose responsibilities include, but are not limited to, the planning and assigning of work to ensure that workers are performing their tasks **efficiently and** safely, reporting back to the Corporation following the completion of the assignment and ensuring that proper Corporation operating procedures are followed.

APPENDIX A
 HOURLY RATES OF PAY AND RANGES AND EXPERIENCE INCREMENTS
 Effective January 1, 2004

Training Steps		1	2	3	4
Class #	Class Title				
3001	PLANT OPERATOR	23.24	24.23	25.22	26.23
3031	LABOURER	17.99			
3033	TRADES HELPER	23.24	23.72	24.21	
3035	TRADESPERSON	24.14	24.67	25.15	25.70
3037	COOK/CUSTODIAN	23.24	23.72	24.21	24.67
3011	STOCKKEEPER I	23.24	23.72	24.21	
3012	STOCKKEEPER II	24.14	24.67	25.15	25.70
3003	SYSTEM OPERATOR I	29.24			
3004	SYSTEM OPERATOR II	31.16	(Upon successful completion of the System Operator Course)		
3005	ASSISTANT PLANT OPERATOR	20.47	21.25	22.03	22.81
Class # Class Title		JOURNEYPERSON			
3055	MILLWRIGHT		32.27		
3039	POWER LINEPERSON		33.31		
3043	DIESEL MECHANIC		32.27		
3045	WELDER		32.27		
3047	CARPENTER		32.27		
3049	PLUMBER		32.27		
3051	ELECTRICIAN		32.27		
3008	POWER ENGINEER		32.27		
1110	TECHNICIAN		35.37		
3053	INDUSTRIAL WAREHOUSEPERSON		32.27		

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. A Lead Hand is a Journeyman who is required to oversee the work of a crew and whose responsibilities include, but are not limited to, the planning and assigning of work to ensure that workers are performing their tasks efficiently and safely, reporting back to the Corporation following the completion of the assignment and ensuring that proper Corporation operating procedures are followed.

APPENDIX A I (RATES OF PAY) OFFICE EMPLOYEES

January 1, 2002

A11	34,531	35,981	37,430	38,880	40,330
A12	35,256	36,828	38,396	39,968	41,539
A13	36,585	38,155	39,726	41,297	42,868
A14	37,430	39,122	40,814	42,505	44,196
A15	38,760	40,451	42,143	43,835	45,527
B21	39,726	41,539	43,352	45,163	46,977
B22	41,177	42,988	44,801	46,614	48,427
B23	42,264	44,196	46,129	48,064	50,112
B24	43,835	45,767	47,701	49,635	51,569
B25	45,044	47,098	49,152	51,206	53,260
B31	46,614	48,669	50,722	52,778	54,830
B32	47,943	50,118	52,293	54,469	56,824
B33	49,271	51,569	53,864	56,160	58,457
B34	51,085	53,381	55,678	57,972	60,267
B35	52,536	54,953	57,369	59,785	62,202
C41	53,583	56,121	58,656	61,195	63,731
C42	55,638	58,175	60,712	63,222	65,787
C43	57,209	59,866	63,612	65,182	67,841
C44	58,899	61,678	64,457	67,237	70,015
C45	61,195	63,974	66,754	69,533	72,312
C51	63,129	66,029	68,929	71,829	74,728
C52	65,063	68,082	71,104	74,125	77,145
C53	67,116	70,257	73,399	76,541	79,683
C54	69,171	72,432	75,697	78,958	82,219
C55	70,499	74,850	78,233	81,615	84,998
D61	71,466	75,574	80,648	85,723	90,798
D62	73,037	78,233	83,428	88,624	93,821
EC51	65,224	68,123	71,025	73,924	76,824
EC53	69,211	72,353	75,495	78,637	81,779
EC55	72,594	76,945	80,328	83,711	87,094
ED61	73,561	77,669	82,744	87,819	92,894

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

APPENDIX A1 (RATES OF PAY) OFFICE EMPLOYEES

January 1, 2003

A11	36,481	37,931	39,380	40,830	42,280
A12	37,206	38,778	40,346	41,918	43,489
A13	38,535	40,105	41,676	43,247	44,818
A14	39,380	41,072	42,764	44,455	46,146
A15	40,710	42,401	44,093	45,785	47,477
B21	41,676	43,489	45,302	47,113	48,927
B22	43,127	44,938	46,751	48,564	50,377
B23	44,214	46,146	48,079	50,014	52,062
B24	45,785	47,717	49,651	51,585	53,519
B25	46,994	49,048	51,102	53,156	55,210
B31	48,564	50,619	52,672	54,728	56,780
B32	49,893	52,068	54,243	56,419	58,774
B33	51,221	53,519	55,814	58,110	60,407
B34	53,035	55,331	57,628	59,922	62,217
B35	54,486	56,903	59,319	61,735	64,152
C41	55,533	58,071	60,606	63,145	65,681
C42	57,588	60,125	62,662	65,172	67,737
C43	59,159	61,816	65,562	67,132	69,791
C44	60,849	63,628	66,407	69,187	71,965
C45	63,145	65,924	68,704	71,483	74,262
C51	65,079	67,979	70,879	73,779	76,678
C52	67,013	70,032	73,054	76,075	79,095
C53	69,066	72,207	75,349	78,491	81,633
C54	71,121	74,382	77,647	80,908	84,169
C55	72,449	76,800	80,183	83,565	86,948
D61	73,416	77,524	82,598	87,673	92,748
D62	74,987	80,183	85,378	90,574	95,771
EC51	67,174	70,073	72,975	75,874	78,774
EC53	71,161	74,303	77,445	80,587	83,729
EC55	74,544	78,895	82,278	85,661	89,044
ED61	75,511	79,619	84,694	89,769	94,844

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

APPENDIX A I (RATES OF PAY) OFFICE EMPLOYEES

January 1, 2004

A11	37,941	39,449	40,956	42,464	43,972
A12	38,695	40,330	41,960	43,595	45,229
A13	40,077	41,710	43,344	44,977	46,611
A14	40,956	42,715	44,475	46,234	47,992
A15	42,339	44,098	45,857	47,617	49,377
B21	43,344	45,229	47,115	48,998	50,885
B22	44,853	46,736	48,622	50,507	52,393
B23	45,983	47,992	50,003	52,015	54,145
B24	47,617	49,626	51,638	53,649	55,660
B25	48,874	51,010	53,147	55,283	57,419
B31	50,507	52,644	54,779	56,918	59,052
B32	51,889	54,151	56,413	58,676	61,125
B33	53,270	55,660	58,047	60,435	62,824
B34	55,157	57,545	59,934	62,319	64,706
B35	56,666	59,180	61,692	64,205	66,719
C41	57,755	60,394	63,031	65,671	68,309
C42	59,892	62,530	65,169	67,779	70,447
C43	61,526	64,289	68,185	69,818	72,583
C44	63,283	66,174	69,064	71,955	74,844
C45	65,671	68,561	71,453	74,343	77,233
C51	67,683	70,699	73,715	76,731	79,746
C52	69,694	72,834	75,977	79,118	82,259
C53	71,829	75,096	78,363	81,631	84,899
C54	73,966	77,358	80,753	84,145	87,536
C55	75,347	79,872	83,391	86,908	90,426
D61	76,353	80,625	85,902	91,180	96,458
D62	77,987	83,391	88,794	94,197	99,602
EC51	69,861	72,876	75,894	78,909	81,925
EC53	74,008	77,276	80,543	83,811	87,079
EC55	77,526	82,051	85,570	89,088	92,606
ED61	78,532	82,804	88,082	93,360	98,638

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

APPENDIX A2

<u>Continuous Service</u>	<u>Annual Payment November 1, 2002</u>	<u>Annual Payment November 1, 2003</u>	<u>Annual Payment November 1, 2004</u>
6 - 12 months continuous service	1,700 (prorated)	1,900 (prorated)	2,100 (prorated)
1 - 2 years of continuous service	1,700	1,900	2,100
3, 4 and 5 years continuous service	1,950	2,150	2,350
6, 7, 8, and 9 years continuous service	2,200	2,400	2,600
10, 11, 12, 13 and 14 years continuous service	2,450	2,650	2,850
15, 16, 17, 18 and 19 years continuous service	2,700	2,900	3,100
20, 21, 22, 23 and 24 years continuous service	2,950	3,150	3,350
25 or more years of continuous service	3,200	3,400	3,600

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

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

HR-19 Relocation

HR-26 Duty Travel

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, 2002)

Aklavik	14,640
Colville Lake	18,235
Deline	16,182
Fort Good Hope	16,182
Fort Liard	8,595
Fort McPherson	13,099
Fort Providence	4,734
Fort Resolution	4,734
Fort Simpson	4,734
Fort Smith	3,192
Hay River	2,073
Holman Island	19,776
Inuvik	10,358
Jean Marie River	13,099
Kakisa	4,734
Lutsel k'e	14,640
Nahanni Butte	10,014
Norman Wells	13,353
Paulatuk	19,776
Rae Edzo	4,734
Rae Lakes	14,709
Sachs Harbour	19,776
Snare Lakes	14,640
Snare	14,640
Taltson	14,709
Trout Lake	13,099
Tsiigehtichic	13,099
Tuktoyaktuk	15,051
Tulita (Fort Norman)	14,709
Wha Ti (Lac la Martre)	14,709
Wrigley	13,099
Yellowknife	3,192

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 Location Allowance, 5% of an employee's regular gross salary shall be designated as a travel allowance pursuant to the Income Tax Act.

APPENDIX C
LOCATION ALLOWANCE
(Effective January 1, 2003)

Aklavik	14,740
Colville Lake	18,335
Deline	16,282
Fort Good Hope	16,282
Fort Liard	8,695
Fort McPherson	13,199
Fort Providence	4,834
Fort Resolution	4,834
Fort Simpson	4,834
Fort Smith	3,292
Hay River	2,323
Holman Island	19,876
Inuvik	10,458
Jean Marie River	13,199
Kakisa	4,834
Lutsel k'e	14,740
Nahanni Butte	10,114
Norman Wells	13,453
Paulatuk	19,876
Rae Edzo	4,834
Rae Lakes	14,809
Sachs Harbour	19,876
Snare Lakes	14,740
Snare	14,740
Taltson	14,809
Trout Lake	13,199
Tsiigehtichic	13,199
Tuktoyaktuk	15,151
Tulita (Fort Norman)	14,809
Wha Ti (Lac la Marte)	14,809
Wrigley	13,199
Yellowknife	3,292

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 Location Allowance, 5% of an employee's regular gross salary shall be designated as a travel allowance pursuant to the Income Tax Act.

APPENDIX C
LOCATION ALLOWANCE
(Effective January 1,2004)

Aklavik	14,840
Colville Lake	18,435
Deline	16,382
Fort Good Hope	16,382
Fort Liard	8,795
Fort McPherson	13,299
Fort Providence	4,934
Fort Resolution	4,934
Fort Simpson	4,934
Fort Smith	3,392
Hay River	2,573
Holman Island	19,976
Inuvik	10,558
Jean Marie River	13,299
Kakisa	4,934
Lutsel k'e	14,840
Nahanni Butte	10,214
Norman Wells	13,553
Paulatuk	19,976
Rae Edzo	4,934
Rae Lakes	14,909
Sachs Harbour	19,976
Snare Lakes	14,840
Snare	14,840
Taltson	14,909
Trout Lake	13,299
Tsiigehtichic	13,299
Tuktoyaktuk	15,251
Tulita (Fort Norman)	14,909
Wha Ti (Lac la Marte)	14,909
Wrigley	13,299
Yellowknife	3,392

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 Location Allowance, 5% of an employee's regular gross salary shall be designated as a travel allowance pursuant to the Income Tax Act.

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 **journeyperson** 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 **journeyperson** rate.
- (b) in the second six (6) months of the apprenticeship program, at a rate equivalent to sixty eight percent (68%) of the **journeyperson** rate.
- (c) in the second year of the apprenticeship program, at a rate equivalent to seventy three percent (73%) of the **journeyperson** rate.
- (d) in the third year of the apprenticeship program, at a rate equivalent to eighty three percent (83%) of the **journeyperson** rate.
- (e) in the fourth year of the apprenticeship program, at a rate equivalent to ninety three percent (93%) of the **journeyperson** 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
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 Sunday morning and ending at 2400 hours the following Saturday night.
- c) “set” means a maximum of five **(5)** 8-hour shifts or four **(4)** 12-hour 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)** 8-hour shifts or four **(4)** 12-hour shifts which fall on consecutive days.
- 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 supervisor 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.
- 3) **Vacation leave requests that are outside of the timeframes noted in Article 15.02 (b) ii), must be applied for a minimum of four (4) weeks in advance. Requests for vacation leave due to an emergency situation will be considered with less than four (4) weeks notice on a case-by-case basis. Requests for leave as a result of emergency situations beyond an employee's control will not be unreasonably denied.**

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.

Swing Shift/Maintenance Operator

- 1) Notwithstanding the Hours of Work provisions above, the Employer may reschedule the swing shift/maintenance operator whose scheduled hours of work are Monday to Friday from 0800 hours to 1700 hours exclusive of a meal period.
- 2) The swing shift/maintenance operator shall assist the regular shift operator as required and shall perform other duties as required by the supervisor. A change in duties within the same shift shall not constitute a rescheduling of the swing shift/maintenance operator.
- 3) Notwithstanding the Overtime provisions above, when a swing shift/maintenance operator is utilized to replace the regularly scheduled shift operator, he/she shall be compensated as follows:
 - a) where there is less than four **(4)** 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 four **(4)** 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 "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 **\$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.

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
- Appendix C**
- Appendix D

- 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 **and 22A**, **casual employees** will be eligible for overtime if their hours of work exceed 8 hours per day or 40 hours per week **(if governed by Article 22); or 7.5 hours per day or 37.5 hours per week (if governed by Article 22A).**

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.

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.

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.

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

Employees in the bargaining unit are entitled to apply for Sabbatical Leave in accordance with the Corporation's Sabbatical Leave policy.

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

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.

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

1. The Employer and the Union agree to form a committee to review the current Dental Plan coverage provided in Article 33.02 with the objective of providing the maximum level of benefits at a cost equivalent to the cost of premiums as of December 31, 2001. The total amount spent on benefit premiums by the Corporation will not be **reduced**.
2. The Committee shall review the level and appropriateness of benefit coverage under Article 33.02 and make amendments to the benefit coverage and/or benefit carriers in accordance with Article 33.04 of the Collective Agreement.

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

RE: NorthwesTel Work

Plant Superintendents who are required by the Corporation to perform telephone and/or cable services for NorthwesTel shall be paid an additional \$1.00 per hour for each hour spent performing such work.

To be entitled to be paid this allowance Plant Superintendents must submit copies of NorthwesTel work orders completed with their timesheets.

This allowance will not be paid for any time Plant Superintendents spend training to perform NorthwesTel work.

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 (**Human Resources**)
- 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 team are:



Glenn Tait
Chief Negotiator



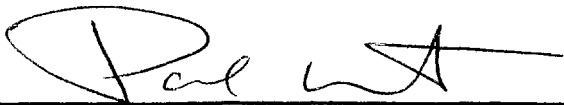
Cheryle Donahue
Group Leader, Human Resources, NWTPC



Brian Willows
Director, Delta-Sahtu Region, NWTPC



Randy Patrick
Director, North Slave Region, NWTPC

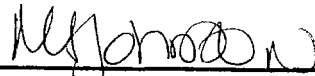


Paul Grant
Management Accountant, NWTPC

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



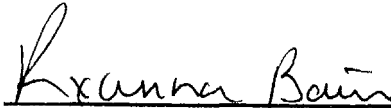
Moe Ritchie
Chief Negotiator, PSAC



Maureen Johnston
1st Vice President, UNW



Georgina Kolt-Kaiser
President, UNW



Roxanna Baisi
Director, Membership Services



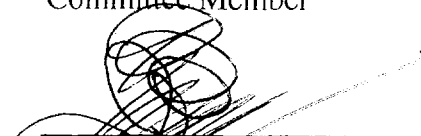
Denis Rivard
Committee Member



Matthew Walsh
Committee Member



Paul Ollerhead
Committee Member



Jean-Francois DesLauriers
Regional Executive Vice President,
North, PSAC