

Agreement

between



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

and



CANADIAN
ENERGY WORKERS
ASSOCIATION

January 1, 2012 to December 31, 2013

08102 (12)

AGREEMENT

THIS AGREEMENT made as of the 1st day of January, A.D. 2012

BETWEEN:

NORTHLAND UTILITIES (NWT) LIMITED, a body corporate, with head office at the Town of Hay River, in the Northwest Territories (hereinafter called "the Company"),

OF THE FIRST PART,

AND

CANADIAN ENERGY WORKERS ASSOCIATION, a trade union within the meaning of the *Canada Labour Code*, of the City of Edmonton, in the Province of Alberta (hereinafter called "the Association"),

OF THE SECOND PART.

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

AND

Whereas, by Certificate issued at Ottawa, the 29th day of December, 2011, by the Canada Industrial Relations Board for the said Northwest Territories (hereinafter called "The Board"), and made pursuant to the provisions of the *Canada Labour Code*, the Association has been certified to be the bargaining agent for a unit comprising: "all employees of Northland Utilities (NWT) Limited employed in the Northwest Territories, **excluding** the Supervisor, Administration; the Supervisor of Operations; the Manager, Northlands Hay River; those above the rank of Manager, and casual employees."

The above certificate (10165-U) is hereinafter referred to as "the Certificate".

SPIRIT OF AGREEMENT

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

AND

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

AND

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

AND

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

AND

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

AND

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

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NOW THIS AGREEMENT WITNESSETH:

ARTICLE 1.00 TERM OF AGREEMENT

- 1.01 This agreement remains in force from January 1, 2012 to December 31, 2013 and from year to year thereafter, unless notice of intention to negotiate a replacement agreement is given, as required in clause 1.02.
- 1.02 If either the Company or the Association wishes to negotiate a new collective agreement to replace this agreement, it must give the other party notice no later than September 15 in the final year of the agreement.
- 1.03 If either party gives notice of their intention to negotiate a new collective agreement to replace this agreement, the parties shall meet and exchange proposals no later than September 15 in the final year of the agreement. The parties will then undertake negotiations for a new agreement.
- 1.04 The terms of this collective agreement will remain in effect and continue to bind the parties while negotiations are in process towards a new agreement and until a new collective agreement is established.
- 1.05 The parties may mutually agree to engage a mediator prior to forwarding unresolved issues to the arbitration board.
- 1.06 If negotiations reach an impasse, the parties shall establish a new collective agreement to replace this agreement through Voluntary Interest Arbitration in accordance with Article 28.00 of this agreement and Section 79 of the *Canada Labour Code*.
- 1.07 Prior to the convening of an arbitration board under Article 28.00, employees will have the opportunity to ratify those terms of the collective agreement that have been agreed to by the parties.

ARTICLE 2.00 APPLICATION

2.01 This Agreement shall apply with respect to all of the Company's employees comprised within the bargaining unit prescribed by the Canada Labour Relations Board or the said certificate as it may be amended from time to time.

ARTICLE 3.00 DEFINITION OF EMPLOYEE CATEGORIES

3.01 All employees covered by this Collective Agreement shall fall into the following categories: Permanent Employees, Permanent Part Time Employees, Probationary Employees or Temporary Employees.

3.02 A Permanent Employee shall be an employee who has been appointed, by written notice, to a permanent position on the successful completion of a maximum six (6) month probationary period. Such appointment shall be conveyed to the employee and the Association in writing within seven (7) days of appointment.

3.03 A Permanent Part Time Employee shall be an employee who has been appointed, by written notice, to a Permanent Part Time established position on the completion of a maximum six (6) month probationary period. Such appointment shall be conveyed to the employee and the Association in writing within seven (7) days of the appointment.

3.04 Probationary Employee shall be either:

(a) A new employee appointed to a permanently established position, for whom there shall be a maximum six (6) month probationary period, during which period his employment may be terminated at the Company's discretion in accordance with the notice provisions of the *Labour Standards Act* of the Northwest Territories. A review of the performance of such employee will be discussed with him during the final thirty (30) days of the trial period.

(b) A former Temporary Employee appointed to a permanently established position, for whom there shall be

a maximum six (6) month probationary period, during which period his employment may be terminated at the Company's discretion in accordance with the notice provisions of the *Labour Standards Act* of the Northwest Territories. A review of the performance of such employee will be discussed with him during the final thirty (30) days of the trial period.

- 3.05 A Temporary Employee shall be an employee who is engaged full time or part time for a special project or for work which is not of a permanent or continuing nature and further whose employment will be terminated on the completion of such work. A Temporary position other than utilization within a special project shall not utilize a number of man hours in excess of sixty (60) percent of the normal man hours per year in that position. A special project shall be of a limited term, which may exceed the sixty (60) percent limitation as previously mentioned however, would be restricted by the term of the project. This category of employee shall not be utilized so as to displace any Permanent Employee or position or diminish the regular hours of work of any Permanent Employee. The Company undertakes to notify the Association in writing of the name of the employees hired in this category.
- 3.06 It is agreed that Casual Employees shall not be included within the scope of this Collective Agreement. A Casual Employee is defined as an employee who does not work more than thirty-two (32) days within any three (3) calendar month period, and all employees performing janitorial work in district offices.
- 3.07 The Company undertakes to notify the Association in writing of the name and category of employees when hired.
- 3.08 The Probationary Period will be reduced for time spent in job related duties by employees in Temporary Positions with the Company. Such employees will receive a minimum of three (3) months reduction credit; in the event they have been employed in excess of three (3) months in job related duties. For employees employed less than three (3) months they will receive a reduction credit for the actual time spent in job related duties while employed by the Company.

ARTICLE 4.00 RECOGNITION

4.01 The Company recognizes the Association as the exclusive bargaining agency for all employees as defined in the Canada Labour Relations Board Certificate as referred to in Article 2.00 or said certificate as it may be amended from time to time. The Company recognizes the right of an employee to be represented by an Association Officer.

ARTICLE 5.00 VIOLENCE, HARASSMENT AND DISCRIMINATION

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

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

5.03 The Company will not discriminate against an employee because of his connection with the Association or activities related to the Association that are permitted by the Company, sanctioned by the collective agreement or in accordance with rights and privileges defined in the *Labour Relations Code* or the *Employment Standards Code*.

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

ARTICLE 6.00 RIGHTS OF MANAGEMENT

6.01 The Association agrees that it is the exclusive right of the Company to manage its business and to direct its working forces except to the extent to which these rights have been specifically abrogated by the terms of this Agreement, but without restricting the generality of the foregoing to hire, classify, promote, retire, transfer and demote for non-disciplinary reasons; and for just

cause, discipline, demote for disciplinary reasons, suspend or discharge any employee or employees all in accordance with its commitment and responsibilities.

ARTICLE 7.00 GRIEVANCE PROCEDURE

7.01 The Company and the Association both agree that the settlement of any difference arising out of the terms of this Agreement regarding the interpretation, application, administration, employee discipline and any alleged violation of the Agreement and not otherwise shall be accomplished as described below in this article. Pending an investigation and possible settlement of the difference the employee shall meanwhile faithfully perform the duties assigned to him by the Company.

7.02 The Processing of an Employee Grievance

In the event that a difference occurs between the Company and one or more members of the bargaining unit regarding the interpretation, application, administration or any alleged violation of this Agreement and not otherwise, the following procedure of settlement shall be followed:

Step 1

The employee concerned, with or without the assistance of an elected officer of the Association, shall first seek to settle the difference in discussion with his Supervisor.

Step 2

If the difference is not resolved satisfactorily in Step 1, it then becomes a grievance. The grievance shall then be reduced to writing and signed by the grievor, setting forth as far as may be applicable, the following:

- (a) The nature of the grievance, date of occurrence, and the circumstances out of which it arose;
- (b) The remedy, or correction, the Company is required to make;

- (c) The Article, or Articles, of the agreement claimed to have been violated or infringed upon.

It shall be submitted to his Supervisor with a copy, to the Manager within fifteen (15) days of the act causing the grievance. The Manager, together with the Supervisor, shall arrange for a meeting with the grievor and the representative of the Association. The Manager shall make known his decision, in writing, to the Association and the grievor within six (6) days of receipt of the written grievance.

Step 3

- (a) If the grievance is not resolved satisfactorily in Step 2, either the Company or the Association may request the formation of a Grievance Committee. Such a committee shall consist of three representatives appointed by the Company, and three representatives appointed by the Association. Neither the grievor, nor the Supervisor or the Manager referred to in Step 2, may be a member of the Grievance Committee. The written grievance referred to in Step 2 shall be presented to this committee by either party in writing within ten (10) days of receipt of the decision in Step 2. The Grievance Committee shall give its reply in writing to the Association and the Company within six (6) days of receipt of the Grievance. A majority decision of the Grievance Committee shall be binding on both parties. The Grievance Committee shall appoint its own Chairman, who shall retain voting privileges.
- (b) At the request or option of the grievor, a representative may be requested through the Business Manager of CEWA or the President of Y.E.E.A. This representative will serve as full participant of the grievance committee. In such cases, the timelines for the grievance process may be mutually extended by the Company and the Association. All costs associated with this option will be born by the Association(s).

Step 4

Should a majority of the Grievance Committee fail to agree upon a settlement, the Grievance shall be referred to the President of the Company, in writing by the Association, within six (6) days of

receipt of the reply in Step 3. The President shall make known his decision, in writing, to the Association within six (6) days of receipt of the Grievance.

Step 5

If the decision of the President is unsatisfactory to the Association, the Association may then submit the Grievance to Arbitration within six (6) days of receipt of the decision in Step 4. The notice of submission to arbitration must be given in writing and must contain the Nominee of the Association to the Arbitration Board.

7.03 The Processing of an Association or Company Grievance

Any difference arising between the Association and the Company from the interpretation, application, administration or alleged violation of the provisions of this Agreement, which do not fall within the provisions of Section 7.02 and being what is known as a "policy grievance", may be submitted in writing by either the Association or the Company to the other within fifteen (15) days of the matter arising or coming to the attention of the party concerned, with opportunity for oral discussion between the officers of the Association and the appropriate officials of the Company. Failing settlement, either the Company representative with whom the matter was so discussed, or the Association, may require a meeting between such Company representative or such other senior official in the Company as the Company may designate for this purpose, and a representative or designated committee of the Association to discuss the matter. If the matter in dispute is settled, a representative of the Company and a representative of the Association shall sign a Memorandum of Settlement, but if the matter is not satisfactorily adjusted within a period of fifteen (15) days from the date when the grievance was filed, either party may notify the other party of the desire to submit the matter to Arbitration and in such event, the provisions of Section 7.05 - Arbitration, shall apply.

7.04 Notwithstanding the foregoing, all grievances related to discharge shall commence when the employee or the Association requests the formation of a Grievance Committee and submits the written grievance. The submission of the grievance shall state:

- (a) The nature of the grievance, date of occurrence, and the circumstances out of which it arose;
- (b) The remedy, or correction, the Company is required to make;
- (c) The Article, or Articles, of the Agreement claimed to have been violated or infringed upon.

The request to form a Grievance Committee must be made within ten (10) days of the discharge. The Committee shall consist of three representatives appointed by the Company and three representatives appointed by the Association. Neither the grievor, nor the Supervisor or the General Manager may be a member of the Grievance Committee. The Grievance Committee shall appoint its own Chairman, who shall retain voting privileges. The Committee must hear and render its written decision to both parties within six (6) days of the receipt of the request to form a Grievance Committee. A majority decision of the Grievance Committee shall be binding on both parties. Should the Committee fail to reach an agreement, the Association may continue at Step 4 of Section 7.02.

7.05 Arbitration

Within seven (7) days of receipt of the notification by the one party, the other party shall nominate its choice of Arbitrator by notice in writing. The two Arbitrators, so nominated, shall meet forthwith and if within seven (7) days of their first meeting they have failed to settle the grievance, they shall attempt to elect, by agreement, the Chairman for the Arbitration Board. If they are unable to agree upon the choice of such a Chairman within a further period of twenty-four (24) hours, they shall then request the Minister of Labour for the Government of Canada to appoint a Chairman.

After the Arbitration Board has been formed by the above procedure, it shall meet within twenty-one (21) days of the appointment of the Chairman and hear such evidence as the parties may desire to present to assure a full, fair hearing, and shall render its decision, in writing, to the parties within sixty (60) days after the completion of the hearing. The Chairman shall

have the authority to render the decision with the compliance of either of the other members, and a decision thus rendered shall be final and binding on the parties hereto.

The Arbitration Board by its decision shall not alter, amend, add to or change the terms of this Agreement. It shall have no jurisdiction to determine any matter except the written grievance filed by an employee or group of employees or the written notice of grievance by the Association or the Company, as the case may be. The Arbitration Board shall be limited in its jurisdiction to the remedy or correction requested by the party grieving. In grievances concerning discharge or suspension, the Arbitration Board's jurisdiction shall be limited to determining whether there was just cause for the discipline, and in the event that it finds there was just cause, it shall have no jurisdiction to review the penalties imposed by the Company; but in the event that the Arbitration Board finds that there was not just cause for discipline, it shall be entitled to reinstate the person grieving and to declare that such person be entitled to such reinstatement or redress as the Arbitration Board considers appropriate. Each of the parties to this Agreement shall bear the expense of its Nominee to the Arbitration Board, and the fees and expense of the Chairman shall be borne equally by the two parties to the dispute.

7.06 General

- (a) The time limits expressed in the foregoing Sections 7.02, 7.03, 7.04, and 7.05 shall be exclusive of Saturdays, Sundays and holidays.
- (b) In the event that either party fails to process the grievance within the time limits established in this article, that party shall be deemed to have conceded the grievance in favour of the other party.
- (c) Notwithstanding the foregoing, the parties may mutually agree to an extension of these time limits.

ARTICLE 8.00 CONTINUITY OF SERVICE

8.01 The Association and the Company recognize their respective and unusual responsibility to the public and the members thereof constantly being served by the Company and therefore pledge that, during the currency of this Agreement, there shall not be any resort to work-stoppage, slow-down or any other type of organized interference, coercive or otherwise, which would or might interfere in any way with the production, purchasing, transmitting, distributing, delivering or selling of electricity by the Company or the utilization thereof by the customers from time to time served by the Company.

ARTICLE 9.00 ASSOCIATION DUES

9.01 All employees now members of the Association, and all employees eligible to become members of the Association, shall, as a condition of employment pay bi-weekly to the Association, monies equal to the dues as established from time to time in accordance with the Constitution and Bylaws of the Association. Such dues shall be deducted bi-weekly by the Company from the employee's pay and remitted to the Association within thirty (30) days following the deduction. The payment of dues does not require the employee to become a member.

ARTICLE 10.00 WORKING CONDITIONS - SALARY AND WAGE SCHEDULES

10.01 The provisions set forth in the Working Conditions respectively annexed hereto, are hereby incorporated into and made part of this Agreement and shall apply for so long as this Agreement remains in force and effect. The Salary Schedules 70, 74, 75, 77, and 78 as respectively annexed hereto are likewise hereby incorporated into and made part of this Agreement and shall apply in accordance with Article 1.00 of this Agreement.

ARTICLE 11.00 NOTICES

11.01 Except where otherwise provided in this collective agreement, any notice required to be given by this collective agreement will be in

writing and will be delivered by e-mail, by hand, by mail, or by facsimile.

- (a) Notices to the Association will be sent to the attention of the Business Manager of the Association at the Association's office.
- (b) Notices to the Company will be sent to the attention of the Manager at the Manager's office.

Company:
The Manager
Northland Utilities (NWT) Ltd.
1 - 66 Woodland Drive
Hay River, Northwest Territories

Association:
Business Manager
Canadian Energy Workers Association
9908 106 Street
Edmonton, Alberta T5K 1C4

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

11.02 Notice is deemed to be given:

- (a) on the Day after the notice is delivered by e-mail
- (b) on the Day after the notice is delivered by hand
- (c) on the Day after the notice is sent by facsimile
- (d) Five (5) full Days after the notice is mailed.

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

Saturdays, Sundays and holidays are excluded from time specifications outlined in Clause 11.02.

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

ARTICLE 12.00 HEADINGS

12.01 The headings used throughout this Agreement are inserted for reference purposes only and are not to be considered or taken into account in construing the terms and conditions of this Agreement or of any portion herein, nor shall the same be deemed to qualify, modify, or explain the effects of any such term, condition or provision.

12.02 Wherever the singular or the masculine pronoun is used throughout this Agreement, the same shall be construed as meaning the plural or the feminine where the context or the parties so require.

ARTICLE 13.00 JOB CLASSIFICATION

13.01 (a) When new job classifications are established, the Company shall set the wage rate therefore and shall notify the Association thereof within fourteen (14) days of the classification being established. The wage rate for the new classification may be set and implemented by the Company.

(b) When significant differences or changes in job content are effected to existing job classifications to the extent that the Company or the Association or an employee require that the job be re-evaluated, the following procedure shall be followed:

(i) Should a written request for re-evaluation of a job classification be initiated by the Association or an employee (where such evaluation is initiated by an employee, a copy of the request must be filed with the Association) the Company shall proceed with the re-evaluation within thirty (30) days of receipt of the written request. The Company shall

complete the re-evaluation request as soon as possible, but not later than ninety (90) days upon receipt of the written request for review. Within five (5) working days of the completion of any evaluation, the Company shall notify the Association of the results of the evaluation. If the re-evaluation results in a reclassification or new classification to a higher wage group, the reclassification or new classification shall be retroactive to the date the Company received the written request for review.

(ii) Should a written request for re-evaluation of a job classification be initiated by the Company, the Association shall be notified in writing within five (5) working days of the initiation of the review. The Company shall complete the re-evaluation request as soon as possible, but not later than ninety (90) days from the date the Association was notified. Within five (5) working days of the completion of any evaluation the Company shall notify the Association of the results of the evaluation. If the re-evaluation results in a reclassification or new classification to a higher wage group, the reclassification or new classification shall be retroactive to the date the Company notified the Association of the initiation of the review.

(c) Should any dispute arise between the Company and the Association regarding the evaluation and setting the wage rate of a new job classification or the evaluation of an existing job classification, such dispute shall be settled by adopting the following procedure: A Committee of four (4) persons will be established to attempt to resolve the dispute. Two (2) representatives will be appointed by the Company and two (2) representatives will be appointed by the Association, each of the four (4) having one equal vote. Every effort should be made to resolve the dispute within ten (10) working days of the Committee's appointment. In the event that the dispute remains

unresolved, the following method of settlement shall be adopted:

The Company and the Association shall submit the dispute jointly to two (2) appointees qualified in wage determination and administration, one (1) appointed by the Company and the other by the Association. Such appointees shall meet and hear all pertinent matters and render a decision within fourteen (14) days of their first meeting.

In the event that the appointees cannot reach unanimity in their decision, they may appoint a third party of similar qualifications to act as Chairman. The unanimous decision of the first two (2) appointees, or a majority decision of the three (3) appointees, shall be final and binding upon both parties.

- (d) Use of the terminology "evaluation" and "re-evaluation" throughout this Article 13.00 refers to the formal job evaluation plan utilized to determine job levels within Wage Schedule 70, respectively annexed hereto.

- 13.02 It is agreed that the Company and the Association, each respectively, bear the costs and expenses of their Appointees, and that costs and expenses of the third party, if appointed, be borne equally by the Company and the Association.
- 13.03 The Company undertakes to inform the Association in writing of changes in an employee's job classification. This will not be necessary in the case of progression movement within a classification.
- 13.04 Job descriptions shall be established for each job classification and issued to the Association and incumbent; further, where such job descriptions are changed, the changed description shall be issued upon completion to the affected incumbent and the Association within fourteen (14) days of the job changes being effected. The job descriptions issued by the Company to the Association are the property of the Company, and are not for release by the Association to others outside the organization without the permission of Northland Utilities (NWT) Limited.

During the annual performance review, the Supervisor shall review the job description with the employee.

ARTICLE 14.00 JOB POSTING

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

14.01 When a permanent position, within the scope of this Agreement, becomes vacant and when a new permanent position is created, a Job Posting will be published on Bulletin Boards outlining details of the vacancy. A copy of each such notice will be directed to the Association. All employees have the privilege of applying.

14.02 While first consideration will be given to applicants who are members of the bargaining unit, the Company reserves the right to fill such vacancies from other members of the staff or from outside the organization. All applicants will receive a personal reply to their application.

14.03 (a) Clerk II, Clerk Cashier, Engineering Technologist – Entry Level, and all Apprentice positions will not be posted unless the company considers it advisable.

(b) For information purposes only, the following consolidates the current progression provisions:

773000 Equipment Operator – Entry Level to 773100
Equipment Operator

All Apprentice positions are progression. Upon completion of the apprenticeship program, the move to Journeyman is a progression appointment.

14.04 No more than two (2) postings shall be required in any one (1) sequence.

14.05 In considering such applications, the factors, which shall be considered, are related ability, education, job-related experience, performance (including a current relevant performance contract)

and length of service. The Company is not necessarily obliged to consider the application of any employee with less than two (2) years in his present position and location.

- 14.06 Progression and positions reassessments do not constitute a new or vacant position and are not subject to the job posting procedures.
- 14.07 Notwithstanding Article 14.00, the Company retains the right to utilize individuals in positions within the bargaining unit to enable the effective use of manpower, employee skills and employee needs.
- 14.08 The Company will inform the Association when it decides a vacant permanent Job, within the scope of this Agreement, will not be posted.

ARTICLE 15.00 HOURS OF WORK AND OVERTIME

The hours of work stated in this Article shall not be construed as a guarantee of any minimum nor as a restriction on any maximum hours to be worked, but serves only as a basis for the calculation of overtime.

15.01 Office Employees

- (a) (i) For non-shift employees a normal day's work shall be eight (8) hours between 0600 and 1900. A maximum lunch period of one (1) hour shall be observed. The normal work week shall consist of forty (40) hours, Monday through Saturday inclusive.
- (ii) Notwithstanding Sub-Section 15.01 (a)(i), by mutual agreement between the employee and the supervisor the hours of work per day may be altered, but are not to exceed forty (40) hours per week over a predetermined period of time and, consequently, overtime payment for the hours worked over eight (8) per day would not apply.

- (iii) By mutual agreement between an employee and the employee's supervisor or designate the employee's work day may be scheduled to include a lunch break of between one-half to one hour provided no additional costs are incurred, and there is no disruption to operational efficiency or service to customers. This agreement will also include the Company's right to terminate the arrangement if it proves unsatisfactory.
- (b) Payments for authorized overtime shall be made as follows:
 - (i) All daily overtime payments shall be on the basis of two (2) times for all hours worked.

15.02 Non-office Employees

- (a) (i) For non-shift employees, a normal day's work shall be eight (8) hours between 0600 and 1900 hours. A maximum lunch period of one (1) hour shall be observed. The normal work week shall consist of forty (40) hours worked in any five (5) consecutive days Monday through Saturday inclusive.
- (ii) Notwithstanding Sub-Sections 15.02(a) (i), (c) and (e), by mutual agreement between the employee and the supervisor, the hours of work per day may be extended to a maximum ten (10) hours per day so as to average forty (40) hours per week over a pre-determined period of time and, consequently, overtime payment for the hours worked over eight (8) per day would not apply.
- (iii) By mutual agreement between an employee and the employee's supervisor or designate the employee's work day may be scheduled to include a lunch break of between one-half to one hour provided no additional costs are incurred, and there is no disruption to operational efficiency or service to customers. This agreement will also

include the Company's right to terminate the arrangement if it proves unsatisfactory.

- (b) In order to provide continuity of service to the Company's customers, certain work of a construction, maintenance and replacement nature on the Company's transmission, distribution and production facilities, is required on a pre-planned basis to be performed during other than normal hours of work. In such cases, the Company may, on forty-eight (48) hours' notice, reschedule the normal hours of work of employees so affected as set out in Sub-Section 15.02(a).
- (c) Shift employees shall be deemed to be employees who are required to work a regularly scheduled rotating two-shift (2) or three-shift (3) system. The regular straight time hours for shift employees shall be eight (8) hours per day and shall average forty (40) hours per week.
 - (i) Each time that a shift employee works with less than fifteen (15) hours off between regularly scheduled work periods or shifts, the employee shall be paid at the applicable overtime rate for the first shift worked.
 - (ii) If an employee's shift is rescheduled without twelve (12) hours' notice, the first rescheduled shift will be paid at the applicable overtime rate.
- (d) Employees working sixteen (16) or more consecutive hours in any twenty-four (24) hour period shall be allowed eight (8) consecutive hours of rest at no loss of wages before reporting for duty again.
- (e) An employee who, as a result of a call-out, works at any time between midnight and the time three (3) hours before the start of his or her next regularly scheduled shift is entitled to have eight (8) consecutive hours of rest beginning at the end of the work for which the employee was called out.

- (f) If an employee's eight (8) hours of rest under paragraph (g) or (h) extends into the last two (2) hours of his or her next regularly scheduled shift, the employee shall not be required to work those hours.
- (g) Notwithstanding paragraphs (d), (e) and (f), in emergency situations the employee may be called back to work with additional straight time pay.
- (h) Employees will not normally be called upon to be away from home base on weekends except for work of an emergency nature, or by mutual agreement or in economically viable situations (e.g., weather, transportation restrictions, etc.) which will be excluded from this article.
- (i) Where employees are unable to return from remote locations, the following may apply:
 - (i) the employee will be paid up to 4 hours straight time overtime in addition to their regular days pay on the day the employee becomes stranded in a remote location.
 - (ii) the employee will be paid his regular days pay for any additional regularly scheduled work days he remains stranded.
 - (iii) if the employee remains stranded in a remote location on a weekend or holiday, the employee will be paid double time overtime for the hours he is actually stranded or eight (8) hours, whichever is less.
 - (iv) payment under this paragraph replaces and is not in addition to any other special payment to which the employee is otherwise entitled under this agreement.

15.03 Self-financed Leave

- 15.03 (1)
- (a) An employee may contribute funds to a self-financed leave account.
 - (b) In any calendar year, an employee may accumulate funds to a maximum equivalent to regular pay for five (5) normal workdays.
 - (c) If, in a year, an employee accumulates the maximum amount under paragraph (b) and uses all of the amount, the employee may, in that same year, accumulate a further amount to a maximum equivalent to regular pay for five normal work Days.
 - (d) At the end of each year, each employee will be paid any amount which remains accumulated in the employee's self-financed leave account.
- 15.03 (2)
- (a) Employees may take time off and be paid out of their self-financed leave account by mutual agreement with their supervisors. An employee shall make a request at least six (6) Working Days prior to the first Day-off requested. The supervisor shall approve or reject the request as soon as possible, but at least three Working Days prior to the first Day the employee wishes to take off.
 - (b) Approval of an employee's request for time off under this article will not be unreasonably withheld. However, this article does not guarantee that such a request will be granted.
 - (c) An employee may, at any time, withdraw all or a portion of the amount in the employee's self-financed leave account.

15.04 Time Off Without Pay

Arrangements may be made to take time off without pay subject to the prior approval of the employee's immediate supervisor.

15.05 Employees within the same job classification may, with the prior consent of their immediate supervisor, exchange shifts providing that all claims to overtime or premium pay arising out of the exchange are waived.

15.06 Daylight Savings Time

The following will apply when changing from Mountain Standard Time to Mountain Daylight Time and vice versa:

- (a) Eight (8) hours straight time shall be paid to the employees who work the full shift, which commences between 2300 hours Saturday and 0100 hours Sunday, when the spring time change occurs;
- (b) Eight (8) hours straight time plus one (1) hour double time shall be paid to the employees who work the full shift, which commences between 2300 hours Saturday and 0100 hours Sunday, when the fall time change occurs.

15.07 Overtime

- (a) Authorized overtime shall be paid as follows: Employees in this category shall receive overtime pay at the hourly equivalent rate of two (2) times the employee's regular rate of pay for all authorized overtime worked in excess of eight (8) hours per day (ten (10) hours in the application of Sub-Section 15.02(a)(ii) above) and for all authorized overtime worked in excess of forty (40) hours per week and for all overtime worked on Holidays as specified in Article 18.00 of this Agreement
- (b) Employees who are instructed or directed to participate in an activity outside their normal hours of work will be paid at the overtime rate for any time which exceeds their normal hours of work.
- (c) Employees who volunteer, on their own accord, to participate in an activity outside their normal hours of work shall not receive any compensation for any time which exceeds their normal hours of work.

- (d) The parties accept there may be situations in which work or activities may have mutual benefits to the Company and employees. This may include such things as developmental training, attendance at events in which the Company is participating and work that promotes the image of the Company. In such cases, the Company may invite employees to undertake such work or activities. An employee may accept or decline such an invitation. Where employees accept such an invitation, the Company will pay employees at their normal rate of pay for any time which exceeds their normal hours of work. This paragraph does not apply to situations in which the Company requires the work to be done and should, therefore, pay the overtime rate as set out in paragraph (a).

15.08 Travel Time

- (a) Time required for travel outside regular working hours between home base and the temporary job location shall be paid for at applicable overtime rates.
- (b) An employee will be scheduled to travel during normal working hours when required to travel for training, interviews or for functions referred to in Clauses 15.07 (c) or 15.07 (d). This is the preference of both the Company and the Association and scheduling should reflect this preference whenever possible.
 - (i) If due to Company requirements, an employee is not able to travel during normal working hours, the employee will be paid at the overtime rate.
 - (ii) By joint agreement with the supervisor, alternate arrangements may be made in the interest of the employee's work-life balance. Exceptions will not be unreasonably withheld.
 - (iii) An Apprentice, who travels on a scheduled day off or outside of his regular hours of work for the purposes of attending Apprenticeship Period

Training, will be paid straight time pay for all hours traveling to such training. Where reasonable, the Company shall arrange travel during regular work hours.

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

15.09 No pyramiding of premium rates shall be allowed.

ARTICLE 16.00 CALL OUT

- 16.01 Except as otherwise noted, all employees who are called out to perform work after the completion of their scheduled work day or shift or on scheduled days of rest and Company recognized holidays, shall be paid a minimum of two (2) hours pay at the applicable overtime rate, or shall be paid for the actual hours worked at the applicable overtime rate, whichever is the greater, unless the call-out is related to the turn-on or connection of new customers. In these cases employees will receive one hours' pay at the applicable overtime rate or actual hours worked, whichever is greater.
- 16.02 Employees who are called out to perform work one (1) hour preceding the commencement of the normal work day shall be paid a minimum of two (2) hours pay at the applicable overtime rate.
- 16.03 When employees are called out for work they are deemed to be on duty for the minimum specified period or until the work for which they have been called out has been completed. Further calls received during this period shall be considered a continuation of the initial call and shall not be subject to call out pay.
- 16.04 Notwithstanding Article 16.02, employees called out during the two (2) hours preceding the commencement of their normal work day or shift shall be paid at their applicable overtime rate for the time worked until the start of their normal work day or shift.

- 16.05 A shift employee covering a vacant day or evening shift with less than three (3) hours notice shall be considered on call out. Coverage of a vacant night shift shall be considered a call out.
- 16.06 (a) When an employee is required to work more than two hours beyond the scheduled quitting time, the Company will provide the employee with a reasonable meal in the third hour and every four hours thereafter, as long as work continues after the meal break.
- (b) When an employee is called out under Article 16.00, the Company shall provide the employee with a reasonable meal in the fifth hour and every four hours thereafter, as long as work continues after the meal break.
- (c) When an employee is called out under Article 16.00 to work more than two hours prior to the beginning of the normally scheduled work day or shift, the Company shall provide the employee with a meal.
- (d) If the employee takes a meal break on site, the break does not exceed 30 minutes, and the employee continues working after the meal break, the employee will be paid at the overtime rate for the meal break.
- (e) In lieu of providing the meals set out in this article, the Company may, at its option, pay an employee the amount noted for Lunch in 20.02 (a) for each meal to which the employee is entitled.
- (f) The employee and supervisor may agree to a practical application of the arrangements in this article.

ARTICLE 17.00 SHIFT DIFFERENTIAL

A shift differential shall be paid for hours of work outside of the normal hours.

- 17.01 (a) For those employees working a scheduled straight eight (8) hour shift, or any scheduled rotating shift for the hours which occur between 1600 and 2400 hours (evening shift)

or between 2400 and 0800 hours (night shift), the shift differential payment will be \$2.35 per hour in 2012.

- (b) Future negotiated wage increases will be applied to the shift differential.

17.02 Payment of a shift differential is subject to the following conditions:

- (a) A shift differential shall be paid only for the employee's scheduled shifts actually worked.
- (b) A shift differential shall be paid for all hours of work, including overtime hours.
- (c) Any job scheduled in advance for off-normal hours requires scheduling for at least three consecutive days to be considered as a scheduled shift.

ARTICLE 18.00 HOLIDAYS

18.01 All employees covered by this Collective Agreement, except as provided by Section 18.02, shall receive a regular day's pay for the recognized holidays listed below:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
National Aboriginal Day	Boxing Day
Canada Day	

18.02 In addition, one Civic Holiday will be recognized and observed by the Corporation but only in the community in which it is officially declared and shall apply to all employees regularly based in the community, provided, however, that no employees through transfer to another location shall forfeit his entitlement to a Civic Holiday.

18.03 To be eligible for and paid for any of the holidays listed above, an employee must have completed thirty (30) days of employment immediately preceding the holiday and he must have worked his scheduled work shift immediately before and immediately after

such holiday. The only exclusion to this requirement will be where an employee is absent due to sickness or accident subject to prior approval of the supervisor.

- 18.04 In the event of work being scheduled on such holiday, employees will be paid two (2) times the regular rate in addition to the regular pay for the holiday.
- 18.05 Should one of the recognized holidays for employees other than shift employees fall on a Saturday, either the previous Friday or the following Monday shall be observed as the holiday as determined by the Company. Should one of the recognized holidays for employees other than shift employees fall on Sunday, the following Monday shall be observed as the holiday. Employees shall receive holiday pay only once for a given holiday.
- 18.06 If a holiday as provided by Section 18.01 or 18.03 falls on a regular day off of a shift employee, he shall be paid eight (8) hours at straight time, in addition to his regular pay, or be given equivalent time off.

ARTICLE 19.00 ANNUAL VACATION

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

- 19.01 An employee will be entitled to annual vacation with regular pay on the following basis:
 - (a) Vacation will be calculated and displayed in hours
 - (b) A employee will earn a portion of their vacation entitlement each pay period
 - (c) In the first calendar year of employment, an employee's vacation entitlement is prorated, based on the employee's date of hire. Prorated hours are rounded up to the nearest half day. The employee is eligible to take a prorated number of vacation hours between his date of hire and the end of the calendar year in which he was hired.

Vacation Entitlement X Remaining Days in the Calendar Year

365 Calendar Day per Year

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

VACATION ENTITLEMENT TABLE

Years of Service	Annual Vacation Entitlement	Annual Vacation Entitlement (based on 8 hours/day)
0-7	4 weeks/20 days	160 hours
8-14	5 weeks/25 days	200 hours
15-24	6 weeks/30 days	240 hours
25 years +	7 weeks/35 days	280 hours
In the total weeks of vacation entitlements as noted above, one week is deemed as "Northern Vacation."		

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

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

- (a) Vacation entitlement is recorded in hours.
- (b) Vacation entitlement is displayed as a negative balance if an employee uses vacation entitlement before it is fully earned.
- (c) An employee who leaves the Company while his vacation entitlement reflects a negative balance is required to repay those hours to the Company.

- 19.03 A Part-time or Temporary Employee will be paid vacation pay in the amount of six (6) percent of his regular pay.
- 19.04 A Permanent Part-time Employee is entitled to annual vacation with regular pay, on a prorated basis. A Permanent Part-time Employee is paid vacation pay for hours worked in excess of his normal hours; however, vacation pay does not apply on overtime hours where premium overtime rates apply.
- 19.05 The following rules apply to the scheduling of vacation time:
- (a) Vacation may be taken at any time during the calendar year by mutual agreement between the employee and the supervisor, provided, however, that the scheduling is arranged to suit the work schedules of the Company. Vacation time off will not be denied on the basis of an employee not having earned their eligible entitlement.
 - (b) The employee may take vacation in half day or one day increments, provided scheduling is arranged to meet the work schedules of the Company.
 - (c) If a Holiday falls within an employee's vacation, the vacation time will be extended by one Working Day.
- 19.06 For the purpose of this Article, Holidays and annual vacation count as Days worked.
- 19.07 An employee who has been absent from work for one or more of the following reasons earns vacation entitlement as follows:
- (a) Short Term Disability – the employee continues to earn vacation entitlement during short term disability lasting fewer than seventeen (17) weeks.
 - (b) Leave due to Work Related Injury – the employee continues to earn vacation entitlement during WCB lasting fewer than seventeen (17) weeks.
 - (c) Leave with Pay – the employee continues to earn vacation entitlement.

- (d) Maternity Leave – the employee continues to earn vacation entitlement during the disability portion of the leave, no vacation is earned while on the remainder of the leave.
- (e) Long Term Disability - an employee whose status changes to long term disability will cease to earn vacation.
- (f) Parental Leave – the employee does not earn vacation while on parental leave.
- (g) Leave without Pay – the employee does not earn vacation while on leave without pay.

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

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

ARTICLE 20.00 BOARD AND LODGING

20.01 The Company will on production of receipts, pay for room or alternatively provide accommodation when working away from Home Base.

20.02 (a) Employees shall, wherever possible, provide a receipt showing the actual cost of the meal.

When a receipt is not available the normal per diem for each meal is as follows:

Breakfast	\$12.00
Lunch	\$18.00
Dinner	\$30.00
Total	\$60.00

(b) On the production of receipts or on a per meal or per diem rate, if mutually agreed between the supervisor and the employee, employees will be reimbursed the cost of reasonable meals when working away from Home Base.

- 20.03 An employee who is required by the Company to be away from his Home Base overnight will be paid seven dollars and fifty cents (\$7.50) per night for incidental expenses.
- 20.04 This will not apply to locally hired help employed for a specific job in the community in which they reside and who will be laid off prior to the crew moving to another location.

ARTICLE 21.00 STANDBY

- 21.01 (a) An employee who is requested to standby shall be paid, as follows, for each standby occurrence:
- (i) An amount equal to one (1) hour at the employee's regular pay when the standby occurs on a regularly scheduled working day or regularly scheduled shift
 - (ii) An amount equal to two (2) hours at the employee's regular pay when the standby occurs on a regularly scheduled day of rest
 - (iii) An amount equal to three (3) hours at the employee's regular pay when the standby occurs on a recognized holiday, in accordance with clauses 18.01 and 18.02.
- (b) An employee who is on standby for more than 126 days in a calendar year shall be paid 1.5 times the applicable rate set out in paragraph (a) for every day he is on standby after the 126th day.
- 21.02 The Company shall determine the number of employees required to standby in each circumstance and shall so designate these employees by schedule. Standby allowance will be paid only to employees officially designated for such duty.
- 21.03 Standby on a regular work day means availability on call outside of normal hours of work. On each scheduled day of rest and recognized holiday, standby means availability on call for the full

twenty-four (24) hour period. An employee on standby may leave his residence for personal reasons, provided he makes arrangements to be reached and to be available for duty.

ARTICLE 22.00 HEIGHT PAY

22.01 An employee who climbs a structure twenty (20) meters or more above ground level will be paid, in addition to any other pay, a premium equal to the employee's normal hourly rate for the actual hours worked, with a minimum payment of two hours premium.

ARTICLE 23.00 BEREAVEMENT

- 23.01 (a) In the case of a death in the immediate family, an employee shall be given time off with pay up to a maximum of three (3) Working Days; and additional time off with pay to a maximum of two (2) Working Days for extended travel. The two paid travel days may be used for other reasonable circumstances mutually agreed to by the employee and supervisor.
- (b) Additional time off without pay to a maximum of two (2) Working Days for extended travel, if necessary. Under extenuating circumstances the employee and the supervisor may agree on additional time off without pay.
- (c) The term "immediate family" shall be interpreted to mean a mother, father, sister or brother, husband or wife (including common-law), son or daughter, mother-in-law or father-in-law, sister-in-law or brother-in-law, son-in-law or daughter-in-law, grandfather or grandmother (including spouse's) or grandchild, step-relatives at the same levels, and any dependent relative living in the employee's household. This list is not meant to be exhaustive and should not be used to unreasonably refuse bereavement leave.
- (d) The employee has the sole right to decide whether to use all or some of the bereavement leave and travel time entitlement.

23.02 An employee may be allowed bereavement leave for an individual not listed in 23.01 (c), at the discretion of the Company. This discretion includes the authorization of time off without pay where deemed appropriate. In these circumstances, the employee will put forward his request in writing, and the supervisor will provide a written response to the employee.

ARTICLE 24.00 TERMINATION OF SERVICE

24.01 A Permanent employee shall give the Company notice of intention to terminate employment as follows: a one-week notice if the employee has less than two (2) years service; a two-week notice if more than two (2) years service.

24.02 The Company shall give all non-permanent employees notice of its intention to terminate employment as required by the *Labour Standards Act of the Northwest Territories*.

24.03 Subject to an employee's right to submit a grievance, an employee may be discharged for just cause without notice or pay in lieu thereof.

24.04 In the event of the Company terminating the employment of a Permanent or Permanent Part-time Employee, other than for just cause, severance pay shall be paid to the employee in an amount equal to one and one-half (1 ½) times a week's normal pay per year of employment based on their last month's wage rate.

ARTICLE 25.00 MATERNITY AND PARENTAL LEAVE

25.01 An employee who has been employed by the Company for a period of twelve (12) consecutive months is entitled to maternity and parental leave in accordance with the provisions of *the Labour Standards Act of the Northwest Territories*.

Highlights of the maternity and parental leave provisions in the act are:

Length of Time

A birth mother will be able to take job-protected leave from employment as follows:

- Seventeen (17) weeks maternity leave.
- Thirty-seven (37) weeks parental leave.
- The leave will be unpaid, except for any period during which the employee qualifies for sickness or disability payments.
- The parental leave must commence immediately following the last day of maternity leave.
- If parental leave is taken with maternity leave, they must be taken consecutively, and the maximum period of both leaves cannot exceed fifty-two (52) weeks.
- Fathers and/or adoptive parents are eligible for thirty-seven (37) weeks of unpaid, job-protected parental leave. Adoptive parents can take parental leave when they adopt a child under the age of eighteen (18).
- Parental leave can begin any time after the birth or adoption of the child but it must be completed within one (1) year of the date the baby is born or an adopted child is placed with the parent.
- Parental leave may be shared by parents, but not at the same time or for more than thirty-seven (37) weeks.

Notice Requirements

- Employees must give their employers at least four (4) weeks written notice to start maternity or parental leave.

25.02 If, prior to the estimated date of delivery, the pregnancy of an employee interferes with the performance of her duties, the Company may give the employee written notice requiring her to start maternity leave. This clause may not be used if the employee is absent from work for medical reasons certified by a physician.

25.03 An employee who chooses not to take parental leave is entitled to a Day off with pay when their child is born or adopted, providing they were scheduled to work that day.

ARTICLE 26.00 COMPASSIONATE CARE LEAVE

- 26.01 An employee may apply for up to eight weeks of leave, without pay, to provide compassionate care to a gravely ill family member, as defined under Employment Insurance Compassionate Care Benefits.
- (a) The Company will not unreasonably deny requests for compassionate care leave.
 - (b) The Company agrees to provide the same or equivalent Job on the employee's return.
 - (c) Administrative processes for compassionate care leave will be the same as those for leave of absence.

ARTICLE 27.00 REDUCTION OF STAFF

- 27.01 In the event of reduction of staff, the factors which shall be considered are: related ability, education, behaviour, performance, length of service.
- 27.02 In the event of an increase in staff of a department within one (1) year following reduction of staff, an employee will be eligible for re-hire on the last out - first in basis. To be eligible, the employee affected by staff reduction shall subsequently advise the Company of any change in address. The Company will contact an eligible former employee by double registered mail and the former employee must acknowledge receipt of the Company correspondence within seven (7) calendar days of the date of receipt of the Company correspondence and be prepared to report to work with the Company within twenty-one (21) calendar days of the date of receipt of the Company correspondence.

ARTICLE 28.00 CONTRACT ARBITRATION

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

- 28.02 Within fifteen (15) days of either party giving written notice to the other under clause 35.01, the parties will notify the Minister responsible for the *Canada Labour Code* of their agreement to appoint an interest arbitration board and each party will provide written notice to the other party and the Minister of the name of its nominee.
- 28.03 Within seven (7) days of their nomination, the two members nominated by the parties will select a third person to be chair of the arbitration board. If the nominees are unable to agree on the selection of a chair, either nominee may notify the Minister and request that he appoint the chair.
- 28.04 The arbitration board will meet and hear such evidence as the parties may wish to present to assure a full and fair hearing.
- 28.05 If the arbitration board is unable to effect a settlement, then, within twenty (20) Days of hearing the evidence, or any longer period that may be agreed to by the parties or fixed by the Minister, the arbitration board shall issue its award in writing. The award is final and binding upon the parties and upon any employee affected by it.
- 28.06 In its award, the Arbitration Board:
- (a) shall resolve the unresolved issues and requests by either incorporating them with or without amendment, or refusing to incorporate them and
 - (b) shall not make any change retroactive unless one of the parties listed the request or issues as one for which they desire a retroactive effect.
- 28.07 The parties will pay the expenses of their respective nominee. The expenses of the chair shall be shared equally by the parties.

**ARTICLE 29.00 TEMPORARY ASSIGNMENT TO HIGHER
CLASSIFICATION**

29.01 When a Permanent or Probationary Employee is temporarily assigned, in writing, to a position which has a higher maximum rate of pay than their present position:

- (a) The employee will be paid, from the first day, at a rate equal to:
 - (i) his normal pay plus one (1) increment, as identified in the wage schedule for the present classification, subject to this total amount being at least to the minimum rate paid for the job to which the employee is temporarily assigned, or
 - (ii) the maximum rate for the job to which the employee is temporarily assigned, whichever is lesser.
- (b) If an employee remains in a temporary assignment for more than one (1) year, the employee will receive the increments which would be awarded to an employee in the position to which they have been temporarily assigned, so long as the employee remains in the position. This is not to be deemed as a change in the employee's permanent job class.
- (c) While acting in a Job to which this clause applies, the employee's salary in the acting Job will be used as the basis for overtime and any other payment which relates to the employee's hourly rate of pay.

29.02 An employee who is serving in a temporary assignment is entitled to receive the increments he would have received in his regular job.

ARTICLE 30.00 EMPLOYEE RELATIONS COUNCIL

30.01 The parties agree to establish a standing Employee Relations Council.

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

ARTICLE 31.00 WAIVER OF SPECIFIC CLAUSES

- 31.01 The Company, or the Association, may, from time to time, ask each other to waive one or more provisions of the collective agreement in a particular set of circumstances for the purpose of managing the Company's business or the employees' interests. Either party may, upon due consideration, waive such provision or provisions for the benefit of the employees or the Company.
- 31.02 Upon receiving such a request, the Association or Company shall review it, along with any documentation provided by the Company or Association, and shall provide the Company or Association with a response as soon as practical under the circumstances.
- 31.03 Any waiver by the Association or Company pursuant to this article applies only to the specific request made by the Company or Association. Should a further waiver of the same clause be desired on a subsequent occasion, the procedure outlined in clauses 31.01 and 31.02 shall apply.

ARTICLE 32.00 PERSONAL DAYS

- 32.01 (a) A Permanent Employee is eligible for two (2) Working Days of personal leave, with pay, each calendar year. This leave will be granted at the employee's request in all but exceptional or emergency work situations.
- (b) A Permanent Employee in schedule 70, 77, and the Power System Electrician (784100), Diesel/Turbine Plant Operator (786301), and Engineering Technologists (788100, 788300, and 788500) in schedule 78 are eligible for one (1) additional personal day, with pay, each calendar year (for a total of three [3]).
- (c) A Permanent Part-time Employee is eligible for personal days, pro-rated on the basis of his payroll preset.
- 32.02 Where possible, employees will provide at least 48 hours notice prior to taking their leave. It is understood that there will be situations where 48 hours notice cannot be given due to personal emergencies or short notice situations. Notice given of less than 48 hours will not be sufficient grounds to deny the leave.
- 32.03 Any unused time in Personal Days that remains at the end of a calendar year will expire and does not carry over into the next year.

ARTICLE 33.00 EXTENSIVE OVERNIGHT ABSENCES

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

40 overnight absences	1 day
50 overnight absences	1 additional day (total of 2)
60 overnight absences	1 additional day (total of 3)
70 overnight absences	1 additional day (total of 4)
80 or more overnight absences	1 additional day (total of 5)

- 33.02 Overnight absences related to classroom instruction for apprenticeship training programs do not count towards the entitlement in 33.01.
- 33.03 Vacation days earned under Article 33.00 will be added to the employee's vacation entitlement for the following calendar year.
- 33.04 The employee has the option to receive pay, at the employee's regular rate of pay, in lieu of additional vacation earned under this article.

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

**NORTHLAND UTILITIES (NWT)
LIMITED**

**CANADIAN ENERGY WORKERS
ASSOCIATION**

Manager

Business Manager

General Manager

Bargaining Committee Member

President

Bargaining Committee Member

Northland Utilities (NWT) Limited
SCHEDULE 70
General Office Jobs

Job Class Number	Job Title	Bi-Weekly Wage Range Effective Jan 1, 2012 3.5%	Increment	Bi-Weekly Wage Range Effective Jan 1, 2013 3.5%	Increment
700100	Clerk II	1,408.54 - 1,865.72 (17.61 – 23.32)	114.30 1.43	1,457.84 - 1,931.02 (18.23 – 24.14)	118.30 1.48
700200	Clerk III	1,857.79 - 2,286.79 (23.23 – 28.59)	107.25 1.35	1,922.81 – 2366.83 (24.04 – 29.59)	111.00 1.40
700201	Clerk Cashier	1,857.79 - 2,286.79 (23.23 – 28.59)	107.25 1.35	1,922.81 – 2366.83 (24.04 – 29.59)	111.00 1.40
700300	Clerk IV	1,988.16 - 2,541.37 (24.85 – 31.76)	138.31 1.73	2,057.75 - 2,630.32 (25.72 – 32.87)	143.15 1.79
700400	Clerk V	2,286.79 - 2,762.47 (28.59 – 34.53)	118.92 1.49	2,366.83 - 2,859.16 (29.59 – 35.74)	123.08 1.54

**Northland Utilities (NWT) Limited
SCHEDULE 74 Apprenticeship Jobs**

Bi-weekly Training Term/Wage Range Effective Jan. 1, 2012 3.5%									
	1-1	1-2	2-1	2-2	3-1	3-2	4-1	4-2	Journey-man
742101-742108 Power Systems Electrician	1,951.17 24.38	2,119.42 26.50	2,287.66 28.60	2,456.80 30.71	2,624.16 32.80	2,792.41 34.90	2,959.78 37.00	3,128.91 39.11	3,144.78 39.31

Bi-weekly Training Term/Wage Range Effective Jan. 1, 2013 3.5%									
	1-1	1-2	2-1	2-2	3-1	3-2	4-1	4-2	Journey-man
742101-742108 Power Systems Electrician	2,019.46 25.23	2,193.60 27.43	2,367.73 29.60	2,542.79 31.78	2,716.01 33.95	2,890.14 36.12	3,063.37 38.30	3,238.42 40.48	3,254.85 40.69

Bi-weekly Training Term/Wage Range Effective Jan. 1, 2012 3.5%									
	1-1	1-2	2-1	2-2	3-1	3-2	4-1	4-2	Journey-man
742001-742008 Powerline Technician	2,047.18 25.59	2,217.19 27.72	2,388.10 29.85	2,557.23 31.96	2,728.10 34.10	2,899.01 36.24	3,069.00 38.37	3,239.91 40.50	3,412.56 42.65

Bi-weekly Training Term/Wage Range Effective Jan. 1, 2013 3.5%									
	1-1	1-2	2-1	2-2	3-1	3-2	4-1	4-2	Journey-man
742001-742008 Powerline Technician	2,118.83 26.49	2,294.79 28.69	2,471.68 30.89	2,646.73 33.08	2,823.58 35.29	3,000.48 37.51	3,176.42 39.71	3,353.31 41.92	3,532.00 44.14

- 1) The Company Apprenticeship Guidelines set out all articles, conditions and administration necessary toward these apprenticeship arrangements.
- 2) Employees enrolled in recognized apprenticeship programs must successfully meet all apprenticeship requirements before being advanced.
- 3) When the Company enrolls an employee in a recognized apprenticeship program, the employee shall be reclassified to the applicable Journeyman Job classification upon successful completion of the full program and receipt of the Journeyman ticket.

Northland Utilities (NWT) Limited
SCHEDULES 75 and 77
Line and Service Non-Office Jobs

Job Class Number	Job Title	Bi-Weekly Wage Range Effective Jan 1, 2012 3.5%	Increment	Bi-Weekly Wage Range Effective Jan 1, 2013 3.5%	Increment
757000	Powerline Technician	3,412.56– 3,800.15 (42.65 – 47.51)	*193.79 2.42	3,532.00– 3,933.16 (44.14 – 49.17)	*200.57 2.50
758100	Powerline Technician Team Lead - Line	3,524.44– 4,046.80 (44.06 – 50.58)	174.12 2.16	3,647.80– 4,188.44 (45.60 – 52.35)	180.21 2.24
759300	Powerline Technician Team Lead - Service	3,623.09– 4,141.07 (45.29 – 51.76)	172.66 2.16	3,749.90– 4,286.01 (46.88 – 53.57)	178.70 2.24
770000	Labourer/Ground man	Shall be paid the going hourly rate		Shall be paid the going hourly rate	
770500	Stockkeeper	2,258.59– 2,802.98 (28.23 – 35.03)	108.88 1.37	2,337.64– 2,901.08 (29.22 – 36.26)	112.69 1.42
770600	Senior Warehouseman/ Meter Reader	2,175.80 - 2,528.14 (27.20 – 31.60)	*88.09 1.10	2,251.95 - 2,616.62 (28.15 – 32.71)	*91.17 1.14
772100	Meter Reader	1,602.32 - 2,357.26 (20.03 – 29.47)	*107.85 1.35	1,658.40 - 2,439.76 (20.73 – 30.50)	*111.62 1.40
772200	Field Services Representative	1,789.56 - 2,626.42 (22.37 – 32.83)	*119.55 1.49	1,852.19 - 2,718.34 (23.15 – 33.98)	*123.73 1.54
773000	Equipment Operator Entry Level	1,715.10 - 2,368.71 (21.43 – 29.61)	*108.93 1.37	1,775.13 - 2,451.61 (22.18 – 30.65)	*112.74 1.42
773100	Equipment Operator	2,378.40 - 2,869.05 (29.73 – 35.86)	*122.67 1.53	2,461.64 - 2,969.47 (30.77 – 37.12)	*126.96 1.58

* Annual increments, except those marked with an asterisk (*), which are semi-annual.

Northland Utilities (NWT) Limited
Schedule 78
Technical Non-office Jobs

Job Class Number	Job Title	Bi-Weekly Wage Range Effective Jan 1, 2012 3.5%	Increment	Bi-Weekly Wage Range Effective Jan 1, 2013 3.5%	Increment
784100	Power System Electrician	3,144.78 - 3,502.42 (39.31 – 43.78)	178.83 2.24	3,254.85 - 3,625.00 (40.69 – 45.31)	185.09 2.32
786301	Diesel/Turbine Plant Operator	2,313.21 - 3,358.83 (28.92 – 41.99)	*149.37 1.86	2,394.17 - 3,476.39 (29.93 – 43.46)	*154.60 1.93
786701	Maintenance Technician Apprentice	3,000.59 - 3,373.20 (37.51 – 42.17)	*186.31 2.33	3,105.61 - 3,491.26 (38.82 – 43.65)	*192.83 2.41
786800	Maintenance Technician	3,379.10- 3,800.15 (42.24 – 47.51)	210.53 2.63	3,497.37 - 3,933.16 (43.72 – 49.17)	217.90 2.72
786900	Lead Maintenance Technician	3,524.44– 4,046.80 (44.06 – 50.58)	174.12 2.17	3,647.80– 4,188.44 (45.60 – 52.35)	180.21 2.25
788100	Engineering Technologist Entry Level	1,909.76 - 2,805.63 (23.87 – 35.07)	179.17 2.24	1,976.60 - 2,903.83 (24.71 – 36.30)	185.44 2.32
788300	Engineering Technologist I	2,626.81 - 3,701.50 (32.83 – 46.26)	*179.12 2.24	2,718.75 - 3,831.05 (33.98 – 47.88)	*185.39 2.32
788500	Engineering Technologist II	3,471.59 - 3,938.45 (43.40 – 49.23)	155.62 1.95	3,593.10 –4,076.30 (44.92 – 50.95)	161.07 2.02

* Annual increments, except those marked with an asterisk (*), which are semi-annual.

NORTHLAND UTILITIES (NWT) LIMITED
Notes Applying to Schedules #70, 74,
75, 77, and 78

Minimum Hourly Wage Ranges

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

Certain job classes such as apprentices are indentured or enrolled in formalized training programs that require a combination of time in the job and successful completion of examinations in order to progress. Progression through the range and increment adjustments for employees in Schedule 74 (Apprentices) may occur at any time in the calendar year and are not restricted to January and July.

3. After a new employee successfully completes the probationary period, the employee will receive one increment on January 1 or July 1, whichever comes first. Thereafter, the amounts of increment adjustments are subject to annual or semi-annual review respectively as indicated by the schedule. Increments will be determined by the supervisor and/or manager subject to clause #2 of these notes.
4. When promotion occurs, the employee concerned shall be placed in that position within the new range which reflects an increase in wage which shall be no less than one increment in the range from which he was promoted.
5. If an employee is accepted under a Job Posting for a Job at a lower level or is transferred to such a Job at his own request, the employee will be paid at an appropriate level within the wage range for the lower-level Job Class.

NORTHLAND UTILITIES (NWT) LIMITED

LETTER OF AGREEMENT RE: JOB POSTING

The parties have discussed the interpretation that is to have application in respect to Clause 14.01 of the Collective Agreement and have now agreed on the interpretation of the clause.

It is agreed by the parties that this Letter of Understanding shall be attached as an addendum to the Collective Agreement between the parties.

Clause 14.01 makes provision that "first consideration" will be given on applications for a Job Posting to members of the bargaining unit. It is agreed that for the purposes of this agreement that the bargaining unit referred to in Clause 14.01 will be composed of the six (6) bargaining units (composite bargaining unit) who represent the employees of ATCO Electric, ATCO Power, ATCO I-Tek Business Services Ltd., Northland Utilities (Yellowknife) Limited, Northland Utilities (NWT) Limited, and Yukon Electrical Company Limited. Those six (6) bargaining units will be treated as one (1) unit in respect to this Article. For all Job Postings, the Company will therefore hire through the posting procedures in respect to the composite bargaining unit, provided a suitable candidate meets the minimum Job requirements. If a suitable candidate cannot be hired, then the Company will have the right to hire externally.

It is agreed that the terms hereof are subject to the following conditions:

- (a) ATCO Electric, its Employees' Association, ATCO Power, its Employees' Association, ATCO I-Tek Business Services Ltd., its Employees' Association, Northland Utilities (Yellowknife) Limited, its Employees' Association, Yukon Electrical Company Limited and its Employees' Association must enter into agreements that are in substance identical to the above;
- (b) No employee of ATCO Electric Limited, ATCO Power, ATCO I-Tek Business Services Ltd., Northland Utilities (Yellowknife) Limited, and Yukon Electrical Company Limited will have a right to grievance under the Northland Utilities (NWT) Limited -Northland Utilities Employees' Association Collective Agreement;
- (c) The Company will not appoint a member of the Association to a bargaining unit Job (not governed by the Collective Agreement). This means that the Company cannot appoint a member of the

Association into a bargaining unit Job in respect to ATCO Electric Limited, ATCO Power, ATCO I-Tek Business Services Ltd., Northland Utilities (Yellowknife) Limited, or Yukon Electrical Company Limited. This limitation, however, does not apply so as to restrict the Company from promoting a member of the Association into a management Job.

(d) This letter of understanding will be terminated 60 Days after written notice is given by one of the following to all of the others:

- (1) Canadian Energy Workers Association Chapter 101
- (2) ATCO Electric Limited
- (3) Canadian Energy Workers Association Chapter 102
- (4) ATCO Power
- (5) Canadian Energy Workers Association Chapter 103
- (6) ATCO I-Tek Business Services Ltd.
- (7) Canadian Energy Workers Association Chapter 104
- (8) Northland Utilities (Yellowknife) Limited
- (9) Northland Utilities (NWT) Limited
- (10) Yukon Electrical Employees' Association
- (11) Yukon Electrical Company Limited

The terms of this Letter of Understanding will not continue in force and effect beyond the termination date of the Collective Agreement.

On behalf of Northland Utilities
(NWT) Limited

On behalf of Canadian Energy
Workers Association

On behalf of Northland Utilities
(NWT) Limited

On behalf of Canadian Energy
Workers Association

NORHLAND UTILITIES (NWT) LIMITED

**LETTER OF AGREEMENT
RE: NORTHERN BENEFITS ALLOWANCE**

To help offset the incremental cost of living and to compensate for factors associated with the greater isolation of living in the Northwest Territories, the company provides a comprehensive package of northern benefits.

The northern benefits package is included in Northland Utilities (NWT) Limited Northern Benefits Allowance Policy # CAPP - 120. In order to attract and retain qualified personnel to work in the NWT, the company is committed to review the northern benefits on a bi-annual basis or sooner, as may be required. The package may change from time to time for valid business and social reasons.

The Company will consult with the Association prior to any changes being made to the northern benefits package and will consider the Association's input prior to any changes being implemented.

The Company will not reduce the provisions of the Northern Benefit Allowance Policy #CAPP 120 over the term of this agreement.

On behalf of Northland Utilities
(NWT) Limited

On behalf of Canadian Energy
Workers Association

On behalf of Northland Utilities
(NWT) Limited

On behalf of Canadian Energy
Workers Association

NORTHLAND UTILITIES (NWT) LIMITED

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

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

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

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

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

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

On behalf of Northland Utilities
(NWT) Limited

On behalf of Canadian Energy
Workers Association

On behalf of Northland Utilities
(NWT) Limited

On behalf of Canadian Energy
Workers Association

NORTHLAND UTILITIES (NWT) LIMITED

**LETTER OF AGREEMENT
RE: PENSION AND BENEFITS**

The Company recognizes the advantage of providing a competitive and comprehensive pension and benefits package as one of the means to attract and retain employees.

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

The Company is committed to considering feedback from the Association and its members about the pension and benefits package at any time.

Furthermore, on an annual basis the Association and the Company will meet to discuss pension and benefit related items including northern allowances with the intent that such input will be taken forward to provide the opportunity to influence change.

In witness whereof, the parties have executed this Letter of Agreement by their duly-authorized officers.

On behalf of Northland Utilities
(NWT) Limited

On behalf of Canadian Energy
Workers Association

On behalf of Northland Utilities
(NWT) Limited

On behalf of Canadian Energy
Workers Association

NORTHLAND UTILITIES (NWT) LIMITED

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

During the negotiations for this collective bargaining agreement, NUEA requested to rename the existing Article 27.00 from "Reduction of Staff" to "Layoff". NUEA also requested to insert a new "Reduction of Staff" article and a "Letter of Agreement RE: Severance Provision" identical to the provisions in the collective agreement between the Canadian Energy Workers Association and ATCO Electric Ltd that were agreed to in the Global Settlement of February 3, 2011 between ATCO and CEWA.

The Company was unable to fully discuss these proposals during bargaining. The parties agreed, in the interest of ensuring that a new collective bargaining agreement was concluded in a timely manner, to have a separate discussion through the Employee Relations Council regarding these matters at a later date. It is therefore agreed that the parties will meet by March 31, 2012 for this discussion and resolution.

On behalf of Northland Utilities
(NWT) Limited

On behalf of Canadian Energy
Workers Association

On behalf of Northland Utilities
(NWT) Limited

On behalf of Canadian Energy
Workers Association

NORTHLAND UTILITIES (NWT) LIMITED

LETTER OF AGREEMENT RE: BANKED TIME

The company recognizes the desire for additional time off for flexibility for employees. It is agreed that this agreement provides the opportunity for an employee to deposit overtime hours earned under Article 15.00 into the bank to be withdrawn at a later date. It is administered on an 'earn and deposit now' and 'use later' basis.

The provisions of the banked time agreement are as follows:

- An employee may bank some or all overtime worked.
- An employee must bank time in increments of one hour of overtime worked.
- One hour of overtime worked equals two hours of banked time.
- Employees will be able to "bank" and withdraw to a maximum of 40 hours (the equivalent of 20 overtime hours worked) per calendar year.
- The withdrawal of time banked is administered by verbal approval, followed by completion of the required documentation or by the completion of the withdrawal documentation and required approvals by his supervisor.
- The employee will, wherever possible, provide at least five Days advance notice for the withdrawal of banked time, recognizing that the greater the notice, the greater the possibility to accommodate the employee's request and ensuring the operational needs of the Company are met. Requests for banked time withdrawal will not be unreasonably refused if they can be accommodated.
- The withdrawal of banked time can be cancelled with 24-hour notice for operational emergencies.
- The approval and withdrawal of banked time is not intended to create an overtime situation.
- Any banked time not withdrawn by December 31 (to be used as time) will be paid out in dollars.

The Employee Relations Council will monitor the administration and application of this letter for the term of this collective agreement and will make changes, as required.

On behalf of Northland Utilities
(NWT) Limited

On behalf of Canadian Energy
Workers Association

On behalf of Northland Utilities
(NWT) Limited

On behalf of Canadian Energy
Workers Association