

Collective Agreement

between

The Northwest Territories
Power Corporation

and

The Union of Northern Workers

Expires December 31, **2022**

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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 Chairperson of the Financial Management Board or **the Employer's** 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 **the employee** 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 **the employee** 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 **their** 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) "hourly rate of pay" means an employee's rate of pay specified in Appendix A.
 - (ii) "weekly rate of pay" means an employee's hourly rate of pay times **the employee's** normal weekly scheduled hours worked on an annualized basis.
 - (iii) "daily rate" means an employee's hourly rate of pay times **the employee's** normal number of hours worked per day on an annualized basis.
- (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 **their** 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 (including step-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 dependent upon the employee for support or;
 - iii) is 21 years of age or older and dependent upon the employee by means of mental or physical infirmity.
 - (c) **Any current foster child who is under 21 years and dependent on the employee for support.**

(u) "Spouse" means a person, regardless of gender, who:

- (i) is married to an employee, or
- (ii) is the Common Law Spouse of the employee

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 managers 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, **gender identity or expression**, disability, conviction for which a pardon has been granted, religious or political affiliation, **any other grounds prohibited by the Northwest Territories Human Rights Act**, nor 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 **their** 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 **their** supervisor, where practicable.
- 9.02 Pursuant to the above clause, the Steward shall be granted time off with pay during **the employee's** 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 **the employee's** 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
 - (a)** The Employer shall provide each employee with a copy of this Collective Agreement. The Employer shall provide each new employee with a copy of this Collective Agreement upon the employee's appointment. The Union will print this Collective Agreement. The Union and the Employer will share equally the cost of printing this Collective Agreement.
 - (b)** If an employee who speaks an official language of the Northwest Territories requests a translated copy of the Collective Agreement in that language, the Employer shall provide such copy. The Employer and the Union shall equally share the cost of translation and printing. The Employer shall consult with the Union to identify a mutually agreeable translator. In the event of any dispute concerning a proper interpretation of any provision of this Agreement, the English version shall govern.
- 11.02 **The Employer agrees to provide the UNW with the name, geographic location, job title, rate of pay, employment status and Social Insurance Number of each new employee, and the personal mailing address, personal email address and personal telephone number, if available to the Employer, within seven (7) days of hire. If the Union has provided the Employer with the name of the Local Representative, the Employer shall provide the name, geographic location and job title to the appropriate Local at the same time that it provides this information to the Union, upon initial hire. The Employer shall also provide the name, geographic location, job title, rate of pay, employment status and Social Insurance Number of each employee in the bargaining unit to the UNW each quarter, in**

Excel format. 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.
- 11.05 **The Employer shall notify the Union when employees are transferred or struck off strength.**
- 11.06 **The Employer shall provide the UNW with a quarterly report of all positions excluded from the Bargaining Unit under section 41(1.8) of the Public Service Act.**

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) and Mediation of Grievances

- (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 **or grievance/interest mediation;**
- (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 **Union** Representatives

- (a) A **Union** representative shall obtain the permission of **their** 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 **Union** representative shall make every reasonable effort to report back to **their** supervisor before resuming normal duties.
- (c) Where an employee and **the employee's Union** 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 **plus any additional salary advised by the Union as applicable.** 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) **Where the employee's employment terminates during the leave of absence and severance becomes payable, the Employer shall only be responsible for severance at the applicable rate for the employee, as set out under Appendix A of the Collective Agreement.**
- (h) 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 **their** duties.

13.12 Interim Action Pending Decision

When the status of leave granted by the Employer cannot be determined until an arbitrator has given **their** 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 evaluation 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 evaluation appeal proceeding.

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

13.15 Time Off for Special Projects

Subject to operational requirements, the Employer shall grant leave without pay to an employee to work on special projects on behalf of the Union one time per fiscal year, for a maximum of five (5) consecutive working days. Where an employee is required to return to their position while they are on time off for special projects, the employee may be permitted to reschedule the remaining time off for special projects within the same fiscal year.

13.16 Salary Chargeback

Where an Employee is on leave without pay under this Article, except for leave under 13.10:

- (a) 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; and
- (b) the benefits of any group plan shall be extended to such employees and the Union will reimburse the Employer for any costs involved.

13.17 Reimbursement Timeline

Within thirty (30) days of invoice by the Employer, the Union shall reimburse the Employer for any amounts paid under Article 13.

13.18 Denial for Operational Requirements

Where leave under this article is denied on the basis of operational requirements, the employee may make a written request for the reason of the denial within seven (7) days of the denial. Where the employee makes such a request, the Employer shall provide the written reason of the denial within seven (7) days of the request.

ARTICLE 14

LEAVE - GENERAL

- 14.01 When the employment of an employee who has been granted more vacation or sick leave with pay than **the employee** 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 **the employee** has earned is terminated by lay-off, **the employee** 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 **the employee** becomes subject to this Agreement, shall be retained by the employee.
- 14.05 On the written request of an employee, the Employer shall inform the employee of the balance of **the employee's** vacation and sick leave credits.
- 14.06 All vacation leave and sick leave will be taken on the basis of hours.
- 14.07 All leave will be earned based on the earning rates identified in the individual leave clauses. Time spent on paid vacation leave, paid sick leave, paid special leave, earned lieu time taken and designated paid holidays taken shall be considered time for which the employee receives pay, for the purpose of leave accrual. Time spent on paid or unpaid union leave, except for leave under Article 13.10, shall be considered time for which the employee receives pay.**

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 **the employee** has completed less than two (2) years of continuous employment;

- (b) one and two thirds ($1 \frac{2}{3}$) days per month (equivalent of twenty (20) days per year) if **the employee** has completed two (2) years of continuous employment;
- (c) two and one twelfth ($2 \frac{1}{12}$) days per month (equivalent of twenty-five (25) days per year) if **the employee** has completed eight (8) or more years of continuous employment;
- (d) two and one half ($2 \frac{1}{2}$) days per month (equivalent of thirty (30) days per year) if **the employee** has completed fifteen (15) or more years of continuous employment;
- (e) two and twenty-three twenty-fifths ($2 \frac{23}{25}$) days per month (equivalent of thirty-five (35) days per year) if **the employee** 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 **the employee** 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 continuous service will prevail. If an employee applies to change the date of **their** initial vacation leave request after it has been approved, or submits **their** 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 continuous 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 **the employee**, 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 the employee's 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, **the employee** 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 **the employee's** estate shall be paid cash for any vacation leave credits outstanding, based on **the employee's** 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 **the employee** has abandoned **their** position is entitled to receive payment referred to in Clause 15.05, **the employee** 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 **or lieu days**, an employee is recalled to duty, **the employee** shall be reimbursed, for reasonable expenses in accordance with the Travel Policy cited in Appendix B, as normally defined by the Employer, that **the employee** incurs, **after submitting such accounts as require by the Employer:**

- (a) in proceeding to **the employee's** place of duty;
 - (b) in returning to the place from which **the employee** was recalled if **the employee** resumes the vacation **or lieu days** upon completing the assignment for which **the employee** 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 **or lieu days** during any period in respect of which **the employee** is entitled, under Clause 15.07 to be reimbursed for reasonable expenses incurred by **the employee**.
- 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 **their** vacation **and/or lieu days** 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 **their** 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 Indigenous Peoples Day
- (f) Canada Day
- (g) Labour Day
- (h) **National Day for Truth and Reconciliation**
- (i) The day fixed by Order of the Government of the Northwest Territories as a general day of Thanksgiving
- (j) Remembrance Day
- (k) Christmas Day
- (l) Boxing Day
- (m) 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
- (n) 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 **the employee** does not work when **the employee** 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 **they** shall be paid:
 - (i) compensation for all hours worked on the holiday at the rate of two (2) times **the employee's** regular rate of pay for all hours worked, in addition to the pay that **they** would normally have been granted had **the employee** 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 **the employee's** 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, **dependent foster child** 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 **the employee's** 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, aunt or uncle. 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 **their** 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 **the employee's** 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 **the employee's** dependants permanently residing with the employee or seriously ill mother or father.
- (e) **Civil defense training, including** Ranger training;
- (f) Search and rescue training; and
- (g) Participation as a coach or athlete in national or international sporting events.
- (h) **The employee attends their post-secondary graduation ceremony, if the employee has been continuously employed for at least three (3) years; and**

The employee shall pay to the Employer all remuneration received by the employee in any of the circumstances in (e), (f) and (g) but in any case not more than the daily gross earnings of the employee for each day of such leave taken.

18.05 Leave for Birth or Adoption of a Child

An employee shall be granted special leave with pay of **three (3)** working days on the occasion of the birth or adoption of the employee's child. 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.

18.06 Domestic Violence Leave

- (a) The Employer recognizes that employees or their dependent child as defined in article 2.01(t) may face situations of violence or abuse in their personal life that may affect their attendance and performance at work. **For the purpose of this Article, "dependent child" includes a child who does not reside with the employee.**
- (b) Employees experiencing domestic violence or employees with a **dependent** child experiencing domestic violence shall be granted leave with pay up to **five (5)** per fiscal year, **and leave without pay up to five (5) days per fiscal year** to attend appointments with professionals, legal proceedings, and engage in any other necessary activities to support their health, safety and security. **Such** leave may be taken as consecutive or single days or as a fraction of a day, with request for approval being sought as soon as is reasonable. **There shall be no carryover of Domestic Violence Leave from one fiscal year to the next.**

- (c) **Employees may access up to fifteen (15) weeks of additional unpaid Domestic Violence Leave per fiscal year. Such leave may be taken in separate periods but each period cannot be not less than one week's duration.**
- (d) All personal information concerning domestic violence will be kept confidential in accordance with relevant legislation and shall not be disclosed to any other party without the employee's written agreement, **or as may be required by law.**
- (e) **Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this Article shall, when delivered to the Employer, be considered as meeting the requirements for the leave.**
- (f) **The** Employer will develop a workplace policy on preventing and addressing domestic violence at the workplace. The policy will be made accessible to all employees. Such policy shall explain the appropriate action to be taken in the event that an employee reports domestic violence or is perpetrating domestic violence, identify the process for reporting, risk assessments and safety planning, indicate available supports and protect employees' confidentiality and privacy while ensuring workplace safety for all. The policy shall also address the issue of workplace accommodation for employees who have experienced domestic violence and include provisions for developing awareness through the training and education of employees.

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 **the employee** 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 **their** duties because of illness or injury, provided that:

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

19.03 A statement signed by the employee stating that because of illness or injury **the employee** was unable to perform **their** 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 **the employee**.

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 **the employee** 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 **the employee** 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 **the employee's** 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 twenty-five (25) 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 employee's 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 twenty-five (25) consecutive days.

19.08 An employee who is required to travel outside **the employee's** 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 **the employee's** 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 **the employee** is unable to perform **their** duties because of:

- (a) personal injury accidentally received in the performance of **the employee's** duties, and not caused by the employee's wilful misconduct;
- (b) sickness resulting from the nature of **the employee's** 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 **them** for loss of wages in settlement of any claim **the employee** may have in respect of such injury, sickness or exposure, **providing however that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.**

Notwithstanding the foregoing Section, the Employer may grant injury-on-duty leave in the case of an employee where a provincial or territorial Workers' Safety and Compensation Commission 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(a) 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.

20.04(b) Caregiving Leave

- (i) **An employee who provides the Employer with proof that the employee is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults shall be granted leave without pay while in receipt of or awaiting these benefits.**
- (ii) **The leave without pay described in 20.04(b)(i) shall not exceed twenty-six (26) weeks for Compassionate Care Benefits, thirty-five (35) weeks for Family Caregiver Benefits for Children, and fifteen (15) weeks for Family Caregiver Benefits for adults, in addition to any applicable waiting period.**
- (iii) **When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been accepted.**
- (iv) **When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been denied, clause 20.04 (b)(i) above ceases to apply.**
- (v) **Leave granted under this clause shall count for the calculation of “continuous employment” and “continuous service” for the purpose of calculating severance pay and determining vacation leave increments. Time spent on such leave shall count for pay increment purposes.**

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. The Employer shall require documentation to support the date and

time of such appointments only where there is a demonstrated and reasonable basis for doing so; 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 **their** headquarters area and is unable to return to **their** 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 **the employee's** Vacation Leave accruals or paid out.

20.09 (A) Maternity Leave

- (a) An employee who becomes pregnant shall notify the Employer at least four (4) weeks prior to the expected date of delivery, and shall be granted seventeen (17) consecutive weeks maternity leave without pay commencing at any time during the seventeen (17) week period immediately preceding the expected date of delivery, provided that the employee gives the Employer written notice at least four (4) weeks before the day on which the employee expect to commence her leave.
- (b) The Employer may:
 - (i) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than seventeen (17) weeks after the date of the termination of her pregnancy;
 - (ii) grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of her pregnancy;
 - (iii) where maternity leave without pay is requested, require an

employee to submit a medical certificate certifying pregnancy.

- (c) Leave granted under this Clause shall be counted for the calculation of "continuous employment" and continuous service.

Maternity-related Reassignment or Leave

- (d)
 - (i) Where a pregnant employee produces a statement from her physician that her working conditions may be detrimental to her health or that of her fetus, the Employer shall either:
 - (a) change such working conditions;
 - (b) temporarily transfer the employee to another position; or
 - (c) allow the employee to take leave of absence without pay for the duration of her pregnancy;
 - (ii) Where a nursing employee produces a statement from her physician that her working conditions may be detrimental to her health or that of her nursing child, the Employer shall either:
 - (a) change such working conditions;
 - (b) temporarily transfer the employee to another position; or
 - (c) allow the employee to take leave of absence without pay for as long as the employee's physician determines the detrimental condition continues to exist, or until the nursing child reaches two years of age.

Maternity Leave Allowance

- (e) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that **the employee** has applied for and is in receipt of employment insurance benefits pursuant to Section 22 Employment Insurance Act, shall be paid a maternity leave allowance.
- (f) A recipient under Article 20.09(e) shall sign an agreement with the Employer providing;
 - (i) that **the employee** 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;
 - (ii) that **the employee** will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.

- (g) Should the employee fail to return to work, except by reason of death, disability or lay-off, as per the provision of Article 20.09(f), the employee recognizes that **the employee** is indebted to the Employer for the amount received as maternity leave allowance. Should the employee not return for the full six months, the employee's indebtedness shall be reduced on a prorated basis according to the number of months for which **the employee** received pay.
- (h) In respect of the period of maternity leave, payments of maternity leave allowance will consist of the following:
- (i) For one (1) week, payments equivalent to ninety-three percent (93%) of her weekly rate of pay. For up to up to a maximum of an additional fifteen (15) weeks, payments equivalent to the difference between the employment insurance benefits **the employee** is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;
 - (ii) Where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, **the employee** is eligible to receive a further maternity allowance for a period of one (1) week, equivalent to ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.
 - (iii)
 - 1) for a full-time employee, the weekly rate of pay referred to in Article 20.09 (h)(i) and (ii) shall be the weekly rate of pay for her position (excluding temporary or acting assignments) on the day immediately preceding the commencement of maternity leave.
 - (2) for a part-time employee, the weekly rate of pay referred to in Article 20.09 (h) (i) and 20.09 (h) (ii) shall be the prorated weekly rate of pay for her position (excluding temporary or acting assignments) averaged over the six (6) month period of continuous employment immediately preceding the commencement of maternity leave.
 - (iv) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under Article 20.09 (h)(i) or 20.09 (h)(ii), the payment shall be adjusted accordingly.

Other Benefits During Leave

- (i) An employee returning to work from maternity leave retains **their** service credits accumulated prior to taking leave.
- (j) If an employee elects to maintain coverage for medical, group life and other benefits, the Employee 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.
- (k) Illness arising due to pregnancy during employment and prior to this leave of absence may be charged to normal sick leave credits.

20.10 Parental Leave

- (a) Where an employee has or will have the actual care or custody of **their** newborn child, or an employee commenced proceedings to adopt a child or obtains an order for adoption of a child, **the employee** shall be granted parental leave without pay for a single period and may choose either standard parental leave of up to thirty-seven (37) consecutive weeks or extended parental leave of up to sixty-three (63) consecutive weeks. This leave without pay shall be taken during the fifty-two (52) week period immediately following the day the child was born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody. For employees who choose standard parental leave; or during the seventy-eight (78) week period immediately following the day the child is born or, in the case of adoption; within the seventy-eight (78) week period from the date the child comes into the employee's care and custody for employees who choose extended parental leave. An employee's election of either standard or extended parental leave is irrevocable. However, the employee may choose to return to work prior to the end of the leave.

Where an employee is eligible for the Employment Insurance (EI) Parental Sharing Benefit, the duration of the parental leave available under this article is extended by:

- (i) five (5) weeks where the employee has elected to receive the standard parental benefit of thirty-seven (37) weeks, such that the total parental leave is extended to forty-two (42) weeks; or
 - (ii) eight (8) weeks where the employee has elected to receive the extended parental benefit of sixty-three (63) weeks, such that the total parental leave is extended to seventy-one (71) weeks.
- (b) An employee who intends to request parental leave without pay shall provide the Employer with four (4) weeks written notice, except where in the case of adoption the child arrives at the employee's home sooner than expected. In the case of

adoption, the employee 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 completed.

- (c) Leave granted under this Clause shall be counted for the calculation of “continuous employment” and “continuous service.”

Parental Leave Allowance

- (d) After the completion of six (6) months continuous employment, an indeterminate employee who has been granted parental leave without pay and who provides the Employer with proof that **the employee** has applied for and is in receipt of parental benefits pursuant to Section 23, *Employment Insurance Act* shall be paid a parental leave allowance.
- (e) A recipient under Article 20.10(d) shall sign an agreement with the Employer providing;
 - (i) that **the employee** will return to work and remain in the Employer's employ for a period of at least six (6) months after **they** return to work;
 - (ii) that **the employee** will return to work on the date of expiry of **the employee's** parental leave without pay unless this date is modified with the Employer's consent.
- (f) Should the employee fail to return to work in accordance with the provisions of Article 20.10(e), except by reason of the employee's death, disability or lay-off, the employee recognizes and acknowledges that is indebted to the Employer for the amount of parental leave allowance received. Should the employee not return for the full six (6) month period, the employee's indebtedness to the Employer shall be reduced on a prorated basis according to the number of months has returned to work.

- (g) (i) For the period of parental leave without pay taken by an employee who has not taken maternity leave without pay, or who has taken maternity leave without pay and has not received a maternity leave allowance, parental leave allowance payments shall be equivalent to ninety-three percent (93%) of the employee's weekly rate of pay for one (1) week, and for an additional fifteen (15) weeks, payments equivalent to the difference between the employment insurance benefit the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay. Where an employee has received fifteen (15) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, the employee is eligible to receive a further parental allowance for a period of one (1) week, equivalent to ninety-three per cent (93%) of the employee's weekly rate of pay, less any other monies earned during this period.
- (ii) For the period of parental leave without pay taken by an employee who has taken maternity leave without pay and received a maternity leave allowance, parental leave allowance payments will be equivalent to the difference between the employment insurance benefit is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay for a period of seventeen (17) weeks.
- (h) (i) For a full-time employee the weekly rate of pay referred to in Article 20.10(g) shall be the weekly rate of pay for **the employee's** position (excluding temporary or acting assignments) on the day immediately preceding the commencement of the parental leave without pay or maternity leave without pay, as the case may be.
- (ii) For a part-time employee the weekly rate of pay referred to in Article 20.10 (g) shall be the prorated weekly rate of pay for **the employees** position (excluding temporary or acting assignments) on the day immediately preceding the commencement of the parental leave without pay or maternity leave without pay, as the case may be, averaged over the six (6) month period of continuous employment immediately preceding the commencement of the parental or maternity leave without pay.
- (i) Maximum Combined Benefit - an employee's or employee couple's combined entitlement to leave pursuant to 20.09 and 20.10 shall not exceed:
 - (i) a total of fifty-two (52) weeks for those who choose standard parental leave;
 - (ii) a total of seventy-eight (78) weeks for those who choose extended parental leave;

- (iii) a total of fifty-seven (57) weeks for those who choose (EI) Parental Sharing Benefit under standard parental leave; or
- (iv) a total of eighty-six (86) weeks for those who choose (EI) Parental Sharing Benefit under extended parental leave.

Other Benefits During Leave

- (j) An employee returning to work from parental leave retains **their** service credits accumulated prior to taking leave.
- (k) If an employee elects 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.

20.11 Hunting, Fishing and Harvesting Leave

Subject to operational requirements, an employee who is an Aboriginal person as defined under the *Canada Labour Code* shall be granted leave without pay to a maximum of three (3) days per fiscal year on short notice, in order to meet traditional hunting fishing and harvesting needs. Such leave shall not be unreasonably denied.

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 ten (10) 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-eight (38) 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 **the employee** 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 **the employee's** weekly rate of pay on resignation by the number of completed years of **the employee's** continuous employment to a maximum of 26 years less any period in respect of which **the employee** 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 annuity or who has reached the age of fifty-five (55) and is entitled to an annual allowance under the Public Service Superannuation Act shall be paid severance pay equal to the product obtained by multiplying **the employee's** weekly rate of pay on termination of employment by the number of completed years of **the employee's** continuous employment to a maximum of twenty-eight (28), less any period in respect of which **the employee** 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 **their** duties because of chronically poor health; and when such occurs the employee shall be paid severance pay equal to the product obtained by multiplying **the employee's** weekly rate of pay on termination of employment by the number of completed years of **the employee's** 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
OPERATIONAL EMPLOYEES

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.
- (f) "Operational employees" means employees whose normal responsibilities include plant operations or functions.

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 **the employee's** 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 **the employee's** 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 **the employee's** 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 **the employee's** scheduled shift. Such time off shall be scheduled to begin at the commencement of **the employee's** 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 **the employee's** 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 **the employee's** 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 **the employee's** 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 **their** scheduled time off shall not be required to remain off duty during a scheduled work period, or part thereof, to prevent **them** from working overtime.

22.10 The Union is entitled to consult the President of the Northwest Territories Power Corporation or **the President's** 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 **the employee**.

(b) Subject to Clause 22.12, an employee is entitled to double (2) time for each hour of overtime worked by **the employee**:

- (i) after four (4) hours of overtime on a scheduled working day;
- (ii) on **the employee's** 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 ten (10) 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 **the employee**.
- 22.13 An employee who works three (3) or more hours of overtime immediately before or following **the employee's** 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 **the employee's** 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 **the employee's** 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 **their** headquarters area for the purpose of training is not eligible for pay on a scheduled day of rest unless **the employee** 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 **the employee's** headquarters and returns from a satellite station on the same day within the time designated as **the employee's** 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 evaluation. When an employee ceases to be subject to this provision **the employee's** 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 **the employee** would have been granted had **the employee** not worked, for all hours worked on the holiday.

8. Special Leave

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

9. Sick Leave

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

10. Shift Premium

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

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

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

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

22.17 Where the parties have agreed to implement a twelve (12) hour shift schedule they will negotiate a Letter of Understanding for that specific plant and that letter will become part of the Collective Agreement.

ARTICLE 22A

HOURS OF WORK AND OVERTIME OFFICE EMPLOYEES

- 22A.01 (a) All provisions of this Collective Agreement, except as amended by is 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 and whose responsibilities are not normally related to plant operations or functions, and includes engineers, engineering technologists, maintenance technologists and CADD technologists/project officers.

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 **their** normal place of work to work overtime, and the period of overtime is such that **the employee** is required to use other than normal public transportation, and Employer transportation is not available, **the employee** 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 **their** 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 **the employee's** headquarters area as normally defined by the Employer, the method of travel shall be determined by the Employer and **the employee** shall be compensated in the following manner:

- (a) On a normal working day on which **the employee** travels but does not work, the employee shall receive **their** regular pay for the day, not exceeding eight (8) hours pay **for operational employees, and seven and one half (7.5) hours pay for office employees.**
- (b) On a normal working day on which **the employee** travels and works, the employee shall receive **their** regular pay for the day and in addition **the employee** shall be paid:
 - (i) at the applicable overtime rate for all hours worked in excess of an eight (8) hour period of work **for operational employees, and a seven and one half (7.5) hour period for office employees;** and
 - (ii) at the applicable overtime rate for all hours travelled in excess of an eight (8) hour period of travel and work **for operational employees, and seven and one half (7.5) hour period for office employees,** with a maximum payment for such additional travel time not to exceed eight (8) hours pay **for operational employees, and seven and one half (7.5) hours pay for office employees,** 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 **for operational employees, and seven and one half (7.5) hours pay at the straight time rate for office employees.**

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 **the employee's** headquarters area, and who arrives on **their** day of rest, will normally be authorized to carry on working at the appropriate required rate of pay during those days of rest. Alternatively, **the employee** may, at the discretion of the Employer be allowed to return to **the employee's** headquarters area for **the employee's** rest period, except that **the employee** shall be allowed to return to **the employee's** 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) **the employee's** 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, **where meals are not provided.**

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 **the employee's** 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 **the employee's** automobile when the employee travels by means of **their** own automobile; or
 - (ii) out-of-pocket expenses for other means of commercial transportation.
- (b) Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than **the employee's** normal place of work, time spent by an employee reporting to work or returning to **the employee's** residence shall not constitute time worked.

25.03 Reporting Pay

- (a) An employee who reports for work on their 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.
- (c) An employee who is required to work during off duty hours by responding by phone, email or other electronic means and is not required to return to the workplace, shall be compensated at the greater of:
 - (i) One (1) hour at the straight time rate; or

- (ii) Compensation at the applicable overtime rate for time worked.

This minimum one (1) hour payment applies only once during each sixty minute period.

The minimum payment of one (1) hour at the overtime rate in Articles 22.11 and 22.12 does not apply to this situation.

- (d) An employee receiving Call Back and Reporting Pay is not entitled to pay under Article 26 – Standby Pay.

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 **the employee** is on standby, except on **the employee's** day of rest and designated paid holiday an amount equivalent of one hour's pay at the employee's base salary.

For any period of standby on a day of rest or designated paid holiday, the employee shall be paid the greater of **\$150.00** or one and one-half hours pay at the employee's base salary.

- (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 shall, effective date of ratification, be paid an annual allowance of **\$14,000**.

- (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. Effective date of ratification, for every day that the employee is not on standby, the annual allowance is reduced by the amount of **\$38.36** per day (**\$268.49** 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 among readily available, qualified employees who are normally required, in their regular duties, to perform that work.

26.03 No standby payments shall be granted if any employee is unable or unfit to report for duty when required.

26.04

(a) 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:

(i) the applicable overtime rate for the time worked; or

(ii) 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.

(b) An employee on standby who is required to work during off duty hours by responding by phone, email or other electronic means and is not required to return to the workplace, shall be compensated at the greater of:

(i) One (1) hour at the straight time rate; or

(ii) Compensation at the applicable overtime rate for time worked.

This minimum one (1) hour payment applies only once during each sixty minute period.

The minimum payment of one (1) hour at the overtime rate in Articles 22.11 and 22.12 does not apply to this situation.

(c) An employee on standby is not entitled to pay under Article 25 – Call Back and Reporting Pay.

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 date of ratification - - \$2.75

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 evaluation of the position to which the appointment is made. The hourly rates of pay specified in Appendix A shall be the official rates of pay.
- 28.02 Employees shall be paid bi-weekly with pay days being alternate Fridays in accordance with the pay system of the Employer.
- 28.03 Pay supplements such as overtime and shift premiums shall be issued to employees on regular pay dates with the details of pay supplement outlined on the employee's pay stub. Except in conditions beyond the Employer's control, the Employer shall issue these pay supplements within three (3) weeks of the end of the pay period in which they were earned.
- 28.04 When an employee is appointed to a position, the maximum rate of pay of which exceeds that of **the employee's** 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 **the employee's** former position, **their** salary shall remain unchanged.
- 28.06 When an employee accepts a position having a lower maximum rate of pay than that of **the employee's** 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 **the employee** was paid in the former position.
- 28.07 (a) Where an employee occupies a position which is re-evaluated 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 **the employee's** present salary is

- less than the minimum salary established for the class; or
- (ii) one increment where **the employee's** 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 re-evaluated 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) If an employee is re-evaluated to a level with a lower maximum hourly rate of pay, the employee's hourly rate of pay shall not change. The Employee shall receive **the** negotiated economic increase for the employee's level as negotiated economic supplement (NES). The NES shall be calculated by multiplying the negotiated economic increase for the employee's level by the employee's currently hourly rate of pay. The NES will be paid bi-weekly on all hours worked by the employee.
 - (i) The employee shall continue to receive the NES until such time as the maximum hourly rate for the employee's level equals or exceeds the employee's hourly rate of pay or until the employee accepts another position, whichever comes first.
 - (i) The effective date of a re-evaluation that results in an increase in pay shall be the date upon which the employee began to substantially perform the new or changed duties, but in any event no retroactivity shall be paid for any re-evaluation adjustment that extends beyond sixty (60) days prior to the filing of a job evaluation appeal.

28.08 Regrading

- (i) When a class is reggraded 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 **the employee's** 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 **the employee's** present salary is less than the minimum for that position; but in no case shall receive less than one hundred and **ten** percent **(110%)** of **the employee's** present salary or
 - (ii) receive a salary at a rate one (1) increment higher than where **the employee's** present salary is the same or higher than the minimum but less than the maximum for the acting position; but in no case shall receive less than one hundred and **ten** percent **(110%)** of **the employee's** present salary
 - (iii) subject to Clause 28.10, be entitled to a salary increment in the acting position if **the employee** remains in that position in excess of the normal probationary period for that position;
 - (iv) on return to **the employee's** regular position be paid at the rate to which **the employee** would be entitled (including increments) had **the employee** remained in the regular position.

28.10 Employee Performance Review

- (a) An employee shall have **their** job performance evaluated annually on or before **their** anniversary date.
- (b) The salary of the employee will be increased annually on **the employee's** anniversary date by one increment within the pay grade applicable to the class to which **the employee** position is allocated provided the employee is not at the maximum step of the applicable pay grade to which **their** position is allocated.
- (c) When as a result of a formal review of an employee's job performance, a written document is placed on **the employee's** 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 **their** performance evaluation review.

28.11 Application of Anniversary Date

- (a) The anniversary date of an employee who commences service or is promoted, or re-evaluated, 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 re-evaluated 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 Re-evaluation

Where the re-evaluation 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 re-evaluation, 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 their 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 fifteen percent (15%) 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 **their** 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 **the employee's** 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 **the employee** was receiving or would receive had **the employee** 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 **their** 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 **the employee's** 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 **the immediate supervisor**.

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 **their** 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 fourteenth (14th) calendar day after the date on which **the employee** is notified orally or in writing or on which **the employee** 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 **the employee** 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 **the employee**, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to **the employee** by the Employer; or
- (b) where the Employer has not conveyed a decision to **the employee** 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 **the employee** 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 **their** 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 **agreed upon by representatives of the parties** from the following list:

Thomas Jolliffe
John Moreau
Amanda Rogers
James Casey

- (b) If the parties are unable to agree upon an arbitrator, either party may, within a 30 day period, apply to the Supreme Court of the Northwest Territories to appoint an arbitrator from the list of arbitrators agreed to by the parties in clause 31.20(a).
 - (c) The parties may agree that a single arbitrator may hear more than one grievance.
 - (d) Either party may have an arbitrator removed from the list set out in 31.20(a) by providing notice to the other party.
 - (e) 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 **the arbitrator** 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 **the arbitrator** 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 **the arbitrator** considers fair and reasonable having regard to

the terms of this Agreement.

31.26 Expedited Arbitration

- (1) 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 (the Expedited Arbitrator) 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.
- (2) When a grievance is submitted to arbitration under Article 31.19, the party submitting the difference to arbitration shall identify whether or not the grievance should be dealt with through the expedited arbitration process.
- (3) If the other party agrees that the grievance should be dealt with through the expedited arbitration process, the grievance shall be added to the list of expedited grievances.
- (4) The parties shall arrange for hearings before the Expedited Arbitrator at least every six months, except when there are **no** expedited grievances.
- (5) At a hearing before the Expedited Arbitrator, the expedited grievances shall be heard in the order that they were added to the list of expedited grievances.
- (6) The Expedited Arbitrator shall determine the process to be followed at the arbitration.

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) shall provide an occupational health and safety program, and shall review and if necessary revise that program at least every three (3) years;
- (VII) may develop, establish and maintain measures and procedures for the protection or improvement of the safety and health of employees;
- (VIII) shall monitor on a regular basis programs, measures and procedures related to the safety and health of employees;
- (IX) 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;

- (X) shall co-operate with safety officers appointed under the Safety Act;
- (XI) 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
- (XII) 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.
- (XIII) 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:

- (I) keep accurate records of all matters that come before it pursuant to subsection (i);
- (II) keep minutes of its meetings;
- (III) post a copy of the minutes of its meetings in a location readily accessible by all employees; and
- (IV) make all such minutes and records available to a safety officer on **the safety officer's** 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 **their** 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 **their** functions as a member of the committee shall, for the purpose of calculating wages owing to **them**, be deemed to have been spent at **their** 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 **the member** 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 **their** functions as a safety and health representative of the committee shall, for the purpose of calculating wages owing to **them**, 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 **them** 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 **the employee's** 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 five hundred dollars (\$3500.00) 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

Employees will be covered under the Manulife Financial 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.

The Employer may amend the benefit coverage in the benefit program, or change the benefits provider, provided there is no reduction in benefits either individually or in the aggregate, and no interruption of benefits, unless mutually agreed between the Employer and the Union.

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 (a) 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.

(b) The employer shall repair or replace any protective equipment which has become defective and which has been returned to the Employer by an employee.

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 lenses over the normal prescription lenses.
- 34.04 Power Linepersons shall be reimbursed upon providing receipts to the Employer, up to \$500 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 \$500 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 **the employee**. Upon written request, the employee shall receive a copy of **their** 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 **them** (or **their** designated alternate) examination in the presence of an authorized representative of the Employer.
- 35.04 An employee may contribute to **their** 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.

ARTICLE 38

CONTRACTING IN AND CONTRACTING OUT

- 38.01 There shall be no contracting out of bargaining unit work which would solely result in a layoff, continuance of a layoff, or the reduction of hours of work of any full-time, part-time or term employee.
- 38.02 The Parties agree to undertake a yearly review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Employer by members of the bargaining unit.

ARTICLE 39

PERSONAL DISCRIMINATION, HARASSMENT, VIOLENCE and ABUSE OF AUTHORITY

- 39.01 The Employer is committed to **providing** a work environment which is free from personal and sexual harassment **(including bullying), violence, and abuse of authority.**
- 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.
- 39.03 The Employer shall maintain an anti-harassment policy setting out that employees are entitled to work free of discrimination, harassment, violence and abuse of authority.**

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 **the employee** 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 **their** position and **their** 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 all employees on strength as of September 1st of that year with a \$400 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 \$400, for those receipts; or

- (b) if an employee provides no receipts prior to September 1st, the employee shall be paid \$400 as a taxable allowance;
- (c) if an employee provides receipts in excess of \$400, the excess amount may be carried over into the following year.
- (d) Receipts must be itemized. Items must fall within the guidelines of Canada Customs and Revenue Agency to be eligible for reimbursement.
- (e) **Part-time and Term employees are entitled to the Protective Clothing Subsidy**

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

PART-TIME EMPLOYEES

44.01 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 evaluation. Part-time employees' eligibility for the Manulife Financial Benefit Program and Superannuation is determined in accordance with the eligibility requirements of these plans.

44.02 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 45

RESIGNATION

45.01 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 **the employee** 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 46

CONTINUOUS SERVICE BONUS

46.01 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 twelve 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 twelve 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 A1.

ARTICLE 47

JOB EVALUATION

- 47.01 During the term of this Agreement, if a new or revised Job Evaluation System is implemented by The Employer, the Employer shall before applying the new or revised Job Evaluation system, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the evaluation affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 47.02 (a) During the term of this Collective Agreement, the Job Evaluation Guide Charts, in conjunction with the benchmark positions as set out in the Job Evaluation Manual, will be used to assessing the value of positions to which employees are assigned.
- (b) Should a dispute arise between the Union and the Corporation concerning the results of job evaluation including the benchmark positions, the dispute will be resolved through the processes outlined in Clauses 47.03 and 47.04.
- 47.03 (a) Where an employee believes that **their** position has been improperly evaluated and prior to filing an appeal under clause 47.04, the employee is encouraged to discuss the evaluation of **their** position with a representative of management who is knowledgeable in the job evaluation system.
- (b) Upon request the employee shall be provided a copy of the job description for **their** position together with the point rating and the rationale supporting the point rating

assigned.

- 47.04 (a) An employee who elects to file a job evaluation appeal will do so in writing to the President of the Corporation who will immediately forward a copy to the President of the Union.
- (b) The Employer shall refer a job evaluation appeal to the Job Evaluation Appeal Committee (JEAC). The JEAC shall be comprised of a representative of the Employer, a representative of the Union of Northern Workers and an independent Chairperson. All members of the JEAC must be trained in the use of the Job Evaluation System.
- (c) The Chairperson of the Job Evaluation Appeal Committee shall be chosen by the Employer and the Union. Where they fail to agree on the appointment of a Chairperson, the appointment shall be made by the Supreme Court of the Northwest Territories upon the request of either party.
- (d) The JEAC may meet in Hay River or some other place in the NWT that might seem appropriate to the JEAC. The JEAC shall give the employee and/or the employee's representative an opportunity to be heard and to explain the reason(s) for the appeal. Videoconferencing or teleconferencing may be utilized to allow the employee and/or the employee's representative to be heard. The JEAC may solicit such other information as it considers necessary prior to making a decision.
- (e) The JEAC shall endeavour to hear a number of appeals at the same sitting.
- (f) The JEAC shall determine, by a majority decision, that the employee's evaluation is proper or determine, by a majority decision, that the employee has been improperly evaluated in **their** position and determine the proper evaluation for the position.
- (g) The decision of the JEAC is binding on the Employer, the Union and the employee until such time as the employee has been promoted, transferred, or until the employee's Job Description has been materially changed.
- 47.05 An employee may withdraw **their** appeal at any time during the process described in this Article.
- 47.06 The Corporation shall be responsible for all costs of the Chair, the Employer representative and the Union representative of the JEAC.

ARTICLE 48

SOCIAL JUSTICE FUND

- 48.01 The Employer shall deduct **thirty** dollars (**\$30**) once each year in the month of October from each employee in the Bargaining Unit to be remitted to the PSAC Social Justice Fund on behalf of the employees. The Employer shall make a contribution matching the total employee deductions to the PSAC Social Justice Fund. **One hundred (100%) per cent of the Employer's contribution shall be donated to the NWT United Way.** Such contributions are to be remitted to the PSAC National Office, 233 Gilmour Street, Ottawa ON K2P 0P1 within one month of deduction.

ARTICLE 49

RE-OPENING OF AGREEMENT

49.01 Re-Opening of Agreement

This Agreement may be amended by mutual consent.

49.02 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 50

DURATION AND RENEWAL

- 50.01 The term of this Agreement shall be from January 1, 2021 to December 31, 2022. Changes to pay schedules in Appendix A 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.
- 50.02 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.
- 50.03 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.

- 50.04 Where notice to commence collective bargaining has been given under Clause 50.03, 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.
- 50.05 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

APPENDIX A
HOURLY RATES OF PAY
Effective January 1, 2021

Point Ranges		Pay Grade	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Min.	Max.						
98	113	1		27.38	28.75	30.17	31.69
114	131	2	28.65	30.08	31.58	33.15	34.83
132	152	3	31.53	33.09	34.77	36.48	38.32
153	176	4	34.68	36.41	38.23	39.64	42.17
177	204	5	38.17	40.07	42.08	44.17	46.37
205	236	6	41.18	43.23	45.43	47.67	50.06
237	273	7	44.48	46.72	49.04	51.50	54.04
274	315	8	48.07	50.47	52.99	55.62	58.41
316	363	9	51.40	53.96	56.67	59.48	62.46
364	419	10	55.00	57.75	60.62	63.67	66.84
420	483	11	58.85	61.79	64.87	68.12	71.52
484	557	12	63.01	66.12	69.43	72.90	76.55

APPENDIX A
LEAD HAND ALLOWANCE

Whenever a field operations employee who is not normally required to oversee work is working outside their headquarters worksite, is not under direct supervision, and is part of a crew of two or more, the Employer shall designate one of the positions as Lead Hand. There may also be instances when the Employer designates a Lead Hand at the headquarters worksite. The Lead hand shall be paid an allowance of \$2.50 per hour for all hours worked. A Lead Hand 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.

The Lead hand will typically be a Journeyperson. Any employee whose responsibilities in their job description include overseeing work or on-site supervision is not eligible to receive Lead Hand Allowance.

APPENDIX A
HOURLY RATES OF PAY
Effective January 1, 2022

Point Ranges		Pay Grade	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Min.	Max.						
98	113	1		27.80	29.19	30.63	32.17
114	131	2	29.08	30.54	32.06	33.65	35.36
132	152	3	32.01	33.59	35.30	37.03	38.90
153	176	4	35.21	36.96	38.81	40.24	42.81
177	204	5	38.75	40.68	42.72	44.84	47.07
205	236	6	41.80	43.88	46.12	48.39	50.82
237	273	7	45.15	47.43	49.78	52.28	54.86
274	315	8	48.80	51.23	53.79	56.46	59.29
316	363	9	52.18	54.77	57.53	60.38	63.40
364	419	10	55.83	58.62	61.53	64.63	67.85
420	483	11	59.74	62.72	65.85	69.15	72.60
484	557	12	63.96	67.12	70.48	74.00	77.70

APPENDIX A
LEAD HAND ALLOWANCE

Whenever a field operations employee who is not normally required to oversee work is working outside their headquarters worksite, is not under direct supervision, and is part of a crew of two or more, the Employer shall designate one of the positions as Lead Hand. There may also be instances when the Employer designates a Lead Hand at the headquarters worksite. The Lead hand shall be paid an allowance of \$2.50 per hour for all hours worked. A Lead Hand 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. The Lead hand will typically be a Journey person. Any employee whose responsibilities in their job description include overseeing work or on-site supervision is not eligible to receive Lead Hand Allowance.

APPENDIX A1

<u>Continuous Service</u>	<u>Annual Payment</u> <u>November 1, 2010-2014</u>
1 - 2 years of continuous service	2,400
3, 4 and 5 years continuous service	2,650
6, 7, 8, and 9 years continuous service	2,900
10, 11, 12, 13 and 14 years continuous service	3,150
15, 16, 17, 18 and 19 years continuous service	3,400
20, 21, 22, 23 and 24 years continuous service	3,650
25 or more years of continuous service	3,900

APPENDIX B

POLICY DIRECTIVES

The following policy directives of the corporation shall form part of the agreement:

HR-2-13 Relocation

HR-26 Duty Travel

The Corporation and the Union agree to form a joint committee with two (2) representatives from each party to review these policies within 120 days of the ratification of the Collective Agreement expiring December 31, 2022.

Recommendations from the Committee shall be provided to the Corporation and the Union, and the parties may agree to amend these policies during the term of this Collective Agreement, by mutual agreement.

Where possible, copies will be provided through the **Corporation's** Intranet.

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

APPENDIX C
LOCATION ALLOWANCE
(Effective January 1, 2021)

Aklavik	16,090
Behchoko	6,184
Colville Lake	19,685
Deline	18,240
Fort Good Hope	17,793
Fort Liard	10,045
Fort McPherson	14,549
Fort Resolution	7,134
Fort Simpson	6,184
Fort Smith	4,642
Gameti	16,159
Hay River	3,823
Inuvik	11,808
Jean Marie River	10,045
Lutsel k'e	16,090
Nahanni Butte	11,464
Norman Wells	14,803
Paulatuk	23,653
Sachs Harbour	24,206
Snare	16,090
Taltson	16,159
Tsiigehtichic	14,549
Tuktoyaktuk	16,501
Tulita	16,591
Ulukhaktok	28,147
Wekweeti	16,090
Wha Ti	16,159
Wrigley	14,549
Yellowknife	4,642

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, 7.5% 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 **the Apprentice's** 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.
- (g) 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.
- (h) Apprentices taking an apprenticeship program shall return to the Corporation and remain in the Corporation's employee for the period of one (1) year. Should the Employee fail to complete this return service commitment, the Corporation may recover salary and allowances paid to the Apprentice while attending apprenticeship courses, travel expenses to attend apprenticeship courses, living away from home allowances as well as book and other fees.
- (i) The Corporation will only pay salary, travel expenses and / or any other allowances for each apprentice's first attendance at schooling at each level of the apprenticeship program.

- (j) Except in exceptional or unusual circumstances, if an apprentice fails two times at any one level, or three times at any combination of levels of the apprenticeship program, **the Apprentice's** employment will be terminated.

APPENDIX E

Appendix E deleted.

APPENDIX F

Letter 1

12 HOUR SHIFT SCHEDULE

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

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 **the employee** shall be entitled to the eight (8) hours pay **the employee** would have been granted had **the employee** 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 **the employee** was unable to perform **their** 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 **the employee**.

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, **the employee** 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 **the swing shift/maintenance operator's** 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 \$6.00 per hour (\$12.00 per occurrence) for Monday to Friday and \$9.60 per hour (\$19.20 per occurrence) for Saturday, Sunday, and Designated Paid Holidays.

APPENDIX F

Letter 2

12 HOUR SHIFT SCHEDULE

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

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

- a) "day" means a twenty-four (24) hour period commencing at 0001 hours;
- b) "week" means a period of seven (7) consecutive days beginning at 0001 hours 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 (12) consecutive hours per day with shifts commencing at 0700.
 - 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 **the employee** shall be entitled to the eight (8) hours pay **the employee** would have been granted had **the employee** 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 **the employee** was unable to perform **their** 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 **the employee**.

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, **the swing shift/maintenance operator** 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 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 \$6.00 per hour (\$12.00 per occurrence) for Monday to Friday and \$9.60 per hour (\$19.20 per occurrence) for Saturday, Sunday, and Designated Paid Holidays. The Employer shall advise employees when they will be placed on the "availability list". There may be circumstances when there are no employees on the "availability list".

Emergency Operations

In the event that the Employer determines that the Inuvik plant be staffed on a twenty-four (24) hour, seven (7) days a week basis, the hours of work and shift schedule will be as follows:

- 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 schedule 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.
- 3) Overtime worked immediately following or immediately preceding an employee's scheduled shift shall be paid at double time (2T).
- 4) Overtime shall be paid for all authorized hours of worked on days of rest in accordance with 22.11 (b)(ii).

Employees shall receive a minimum of five (5) days written notice of the change of shift schedule.

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 **the employee** 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 evaluation, 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 evaluation 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 20.09
- Article 29
- Article 30
- Article 35
- Article 42
- Appendix B - P-19
- Appendix C
- Appendix D

- 7. In lieu of earned vacation **and the allowances listed in 6(b) above**, casual employees shall receive a payment of **10%** of regular gross earnings..
- 8. A casual employee shall upon commencement of employment be notified of **their** 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 **the Plant Superintendent’s** 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 **the employee** 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 Manulife Financial Benefit Program and Superannuation is determined in accordance with the eligibility of these plans.
6. Notwithstanding Article 42, Assistant Plant Operators who have accumulated 500 hours shall receive a Protective Clothing Subsidy in accordance with Article 42. This subsidy will be paid the following September and there after on a bi-annual basis during the month of September.
 7. Assistant Plant Operators who have accumulated 500 hours shall accumulate sick leave at a rate of 0.058 hours for each regular hour the Assistant Plant Operator works. Assistant Plant Operators shall not accumulate sick leave on overtime hours worked.
 8. Notwithstanding Article 28, the anniversary date of an Assistant Plant Operator shall be the date the Assistant Plant Operator has completed 500 hours.
 9. Assistant Plant Operators will be paid for services rendered in accordance with the hourly rates of pay specified in Appendix A.
 10. Notwithstanding Article 28, an Assistant Plant Operator shall progress from Step 1 to Step 2 after the completion of 500 hours.
 11. Assistant Plant Operators who replace Plant Superintendents shall be paid an acting salary of Step 1 of the Plant Superintendent salary.
 12. Assistant Plant Operators who replace Plant Superintendents and are required by the Employer to be on standby shall receive an allowance paid on a daily basis for each day of standby in accordance with Article 26.01 (b) (i).
 13. Notwithstanding Appendix A1, 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 **their** entitlements under paragraphs 5, 6, 7, 8 and 13 of this Appendix and must work an additional 500 hours before regaining **their** entitlement under those paragraphs.
 15. Nothing in this Appendix shall constitute a guarantee of hours.

APPENDIX J

CONVERSION TO THE HAY PLAN

1. If an employee is re-evaluated as of January 1, 2005 to a level having the same or lower maximum hourly rate of pay, the employee shall be paid at the step in the new pay scale which is nearest to, but not less than the employee's current hourly rate of pay.
2. All employees who were under present incumbent only status as of December 31, 2004 (which employees are identified in the letter from the Corporation to the Union dated July 2, 2006) shall continue to receive all negotiated economic increases for the employee's level until the employee accepts another position.
3.
 - (a) If an employee is re-evaluated as of January 1, 2005 to a level with a lower maximum hourly rate of pay, the employee's hourly rate of pay shall not change. The Employee shall receive **their** negotiated economic increase for the employee's level as a negotiated economic supplement (NES). The NES shall be calculated by multiplying the negotiated increase for the employee's level by the employee's current hourly rate of pay. The NES will be paid bi-weekly on all hours worked by the employee.
 - (b) The employee shall continue to receive the NES until such time as the maximum hourly rate for the employee's level equals or exceeds the employee's hourly rate of pay or until the employee accepts another position, whichever comes first.

Letter of Understanding

The Employer and the Union agree that there shall be applied a Temporary Labour Market Adjustment to all employees in the Power Lineperson positions. This adjustment shall be paid biweekly and shall be the same amount for each Power Lineperson. This adjustment shall not be paid to apprentice Power Linepersons.

This adjustment shall be in effect from January 1, 2012 for the duration of this Agreement, unless the Employer and the Union agree otherwise.

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

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

**Letter of Understanding Respecting Anti-Racism and Equity, Diversity and Inclusion
Between
The Union of Northern Workers
and the
Northwest Territories Power Corporation**

- 1. The Employer is committed to:**
 - a. creating a work environment free from racism and other forms of oppression;**
 - b. fostering employment equity and promoting a culture of diversity and inclusion in the workplace; and**
 - c. achieving and maintaining a workforce representative of the Northwest Territories.**
- 2. The Employer and the Union are committed to equity, diversity and inclusion at work.**
- 3. The Employer agrees to develop an Equity, Diversity and Inclusion policy, and shall consult the Union on content and implementation of this policy, within 180 days of ratification of the Collective Agreement expiring December 31, 2022.**
- 4. The Employer agrees to continue its current practice of delivering anti-racism/anti-oppression training. Such training shall be mandatory for all employees and shall be held during regular working hours.**

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.

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:

Hydro Region
Thermal Region
Headquarters

COMPOSITION OF LOCAL REGIONAL COMMITTEES

Hydro Region:

Yellowknife – major plant

Thermal 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 their representative | 1. Union President or their 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 Human Resources 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.

MEMORANDUM OF
UNDERSTANDING BETWEEN
THE
NORTHWEST TERRITORIES POWER CORPORATION
AND
THE UNION OF NORTHERN
WORKERS

Mental Health in the Workplace

1. The Northwest Territories Power Corporation and the Union of Northern Workers recognize that the Northwest Territories, with its many and diverse cultures, has a distinct work environment which brings with it unique challenges.
2. The Union and NTPC recognize the importance of ensuring a workplace culture which promotes and improves the psychological health and safety of all employees in the workplace. The Union and NTPC have the common interest of promoting and enhancing a working relationship consistent with the principles of mutual respect, confidentiality and cooperation.
3. NTPC and the Union shall:
 - (a) Reinforce the development and sustainability of psychologically healthy and safe workplace environments;
 - (b) Lead and influence workplace culture in a positive way;
 - (c) Engage employees to:
 - (i) Be aware of the importance of psychological health and safety;
 - (ii) Be aware of implications of tolerating psychological health and safety hazards; and
 - (iii) Identify workplace needs regarding psychological health and safety.
4. The parties agree that within ninety (90) days of the ratification of the Collective Agreement, a Committee comprised of three (3) representatives selected by each party will be formed.
5. The responsibilities of the Committee include but may not be limited to:

- (a) Developing a Terms of Reference
 - (b) Identifying ways of reducing and eliminating the stigma in the workplace that is too frequently associated with mental health issues;
 - (c) Identifying ways to better communicate the issues of mental health challenges in the workplace and tools such as existing policies, legislation and directives available to support employees facing these challenges;
 - (d) Reviewing practices from other jurisdictions and employers that might be instructive to NTPC.
6. NTPC shall without delay commence work to implement the National Standard for Psychological Health in the Workplace.
7. The Corporate Committee will receive quarterly updates on the status of implementation and will be provided opportunity to provide comments.

BETWEEN:

THE NORTHWEST TERRITORIES POWER CORPORATION
("Corporation")
AND

THE UNION OF NORTHERN WORKERS
("Union")

MEMORANDUM OF AGREEMENT

WHEREAS the Corporation is entrusted with the protection of the public interest;

WHEREAS everyone employed by the Corporation is expected to adhere to high ethical standards that foster and maintain public confidence in the Corporation;

WHEREAS the Corporation and the Union are both committed to responsible, transparent and accountable operations;

WHEREAS the Corporation and the Union have identified the following principles as fundamental underpinnings of an effective safe Disclosure process:

- (i) Anonymous complaints do not fall within the scope of this process;
- (ii) A Disclosure made to the media is not within the scope of this process;
- (iii) Where an employee elects to make a Disclosure under the safe Disclosure process, they are expected to participate in all steps throughout the process;
- (iv) Employees who participate in this process in good faith will be protected from reprisal; and
- (v) A safe Disclosure process is not an indemnity against responsibility for having committed wrongdoing and employees may still be subject to appropriate discipline.

1. DEFINITIONS:

1.1. For the purposes of this Memorandum of Agreement (hereinafter referred to as "Memorandum"), the following definitions will apply:

"Collective Agreement" means the Collective Agreement between the Corporation

and the Union which was ratified on May 3, 2019.

"President" means the President and Chief Executive Officer of the Corporation;

"Disclosure" means a report in writing of a wrongdoing or a potential wrongdoing made in good faith by an employee pursuant to this Memorandum;

"Financial Policy or Directive" means financial directives issued by the Financial Management Board or Comptroller General, found in the GNWT Financial Administration Manual.

"Final Decision" means a final decision that is made by either (i) the Safe Disclosure Coordinator, (ii) the President, (iii) the Safe Disclosure Panel;

"Gross Mismanagement" means mismanagement of Corporation money or a Corporation asset where there is, or has been, a marked and substantial departure from standards, policies and practices;

"Panel" means the Safe Disclosure Panel created pursuant to paragraph 15;

"Supervisor" means a manager or director of the Corporation and does not include an employee in the Bargaining Unit;

"Reprisal" means any of the following measures taken against an employee because the employee has, in good faith, sought advice about making a Disclosure, made a Disclosure, co-operated in an investigation under this Memorandum, or declined to participate in a wrongdoing:

- (a) dismissal, layoff, suspension, demotion or transfer, change of job location, reduction in wages, change in hours of work or reprimand;

- (b) any measure, other than one mentioned in paragraph (a), that adversely affects the employee's employment or working conditions;

- (c) a threat to take any of the measures referred to in any of paragraphs (a) or (b).

"Safe Disclosure Coordinator" means those persons appointed by the Corporation to (i) provide information about this Memorandum, (ii) to receive a Disclosure of

wrongdoing, (iii) to provide guidance and assistance to supervisors and the President who receive Disclosures, (iii) to investigate a Disclosure of wrongdoing;

"Wrongdoing" means any of the following and includes alleged wrongdoings: (i) an illegal act; (ii) gross mismanagement of Corporation money or a Corporation asset; (iii) a substantial and specific danger to health, safety and/or the environment; or (iv) counselling or directing anyone of the above;

"Urgent Situation" means a situation where there is:

- (i) Clearly demonstrable immediate and irreversible consequences; or
- (ii) Imminent danger to health and safety of employees, the public or the environment; or
- (iii) Clearly demonstrable significant complications resulting from delay; or
- (iv) Clearly demonstrable benefits arising from early intervention.

2. Application & Entitlement to Representation

- 2.1. This Memorandum of Agreement applies to the Union, the employees and the Corporation as set out in Article 3.01 of the Collective Agreement.
- 2.2. A person making a Disclosure, an alleged wrongdoer or a witness to which this Memorandum applies, each have the right to be assisted and represented by a union representative during any proceeding under this Memorandum.

3. Confidentiality:

- 3.1. Each Disclosure must be maintained in a separate file.
- 3.2. Disclosure files must be treated as strictly confidential, maintained in a secure manner and location, and protected from unauthorized access.
- 3.3. Consistent with the rules of natural justice and procedural fairness, care must be taken at all times to protect the identity of the disclosing employee, any witnesses and the alleged wrongdoer. Nothing herein shall be interpreted so as to preclude advising the alleged wrongdoer of the name of the person who has made the Disclosure.
- 3.4. Where a Disclosure involves personal or confidential information, the employee shall take reasonable precautions to ensure that no more information is disclosed than necessary to make the Disclosure.

4. Contents of Disclosure:

- 4.1. A Disclosure may be either written or verbal;
- 4.2. A written Disclosure shall be either:
 - 4.2.1. in Form "A" attached to this Memorandum; or
 - 4.2.2. In a format which includes all of the information contained in Form "A";
- 4.3. Where a Disclosure is made verbally, the person receiving the report shall create a written record of the report immediately.
 - 4.3.1. The contents of the written record shall include all of the information that is required by Form "A".

5. Reporting a Wrongdoing:

- 5.1. A report of wrongdoing may be made to anyone of the following:
 - 5.1.1. The Employee's immediate Supervisor; or
 - 5.1.2. The President; or
 - 5.1.3. A Person Designated as a Safe Disclosure Coordinator; or
 - 5.1.4. The Safe Disclosure Panel in the circumstances set out in paragraph 17.

6. Timelines for Reporting:

- 6.1. In order to ensure that any investigation undertaken pursuant to this Memorandum is consistent with the rules of natural justice and procedural fairness, the parties agree that:
 - 6.1.1. An employee who becomes aware of wrongdoing should be encouraged to report that wrongdoing as quickly as possible;
 - 6.1.2. It is acknowledged and agreed that where there is a delay in the reporting of a wrongdoing, the delay may affect the ability to conduct an investigation that is consistent with the requirements of natural justice and/or procedural fairness.

7. Process To Be Applied When a Disclosure is received:

- 7.1. Except in an urgent situation, the following process shall be applied to the processing of a Disclosure:
 - 7.1.1. Upon receipt, each Disclosure must be marked to show the date of receipt.

- 7.1.2. Upon receipt, consider whether the Disclosure is an urgent situation. If a Disclosure is about an urgent situation, then the process set out in paragraph B shall apply.
- 7.1.3. Within 2 business days, the person receiving the Disclosure shall acknowledge receipt of the Disclosure, in writing, to the person making the Disclosure.
- 7.1.4. Within 5 business days after receipt of the Disclosure, the person receiving the Disclosure shall:
 - 7.1.4.1. Conduct a preliminary assessment of the Disclosure to determine if any further information is required;
 - 7.1.4.2. Consider if the Disclosure may be more effectively dealt with^c by a referral to a third party investigative body. If so, then the process in paragraph 9 shall apply;
 - 7.1.4.3. If necessary, refer the matter to the Safe Disclosure Coordinator for further handling and action; and
 - 7.1.4.4. Provide the person making the Disclosure with the name of the person with whom any questions or concerns regarding the initial response can be raised.

8. Process To be Applied To a Disclosure where there is an Urgent Situation:

- 8.1. In an urgent situation, the person receiving the Disclosure shall:
 - 8.1.1. Immediately take the steps necessary to stop the wrongdoing from happening or continuing.
 - 8.1.2. Immediately issue or take the steps necessary to have issued, such warnings as may be necessary and appropriate to the circumstances.
 - 8.1.3. Once the urgent situation has been alleviated as contemplated by paragraphs 8.1.1 and 8.1.2, then the person receiving the Disclosure shall acknowledge receipt of the Disclosure and advise of the steps taken under paragraph 8.1.1 and 8.1.2.

9. Referral to a Third Party Investigative Body:

- 9.1. Where a Disclosure relates to a wrongdoing for which there is an existing mechanism which is mandated to address, respond or otherwise deal with

such concerns, the Disclosure may be referred to that third party investigative body.

9.2. Third party investigative bodies under this paragraph include but are not limited to the RCMP, the Internal Auditor(s), the Workers' Safety & Compensation Commission, or any other type of investigative or regulatory body.

9.3. Unless otherwise prohibited by law, where the Corporation receives a report from the third party as to the outcome of their investigation, the information about that outcome shall be provided to the person making the Disclosure.

10. Process for the receipt of a Disclosure when the Disclosure is made to a Supervisor:

10.1. Where a Disclosure is made to an employee's immediate Supervisor, the Supervisor will advise the Safe Disclosure Coordinator as soon as possible that **the Supervisor** has received a Disclosure.

10.2. The Supervisor will advise the Safe Disclosure Coordinator if **the Supervisor** believes that the Disclosure involves a matter which is part of the Supervisor's usual responsibilities as a supervisor and can be resolved in the usual and ordinary course of business.

10.3. If the matter cannot be resolved in the usual and ordinary course of business, then it shall be promptly referred to the Safe Disclosure Coordinator for handling and further action, which may include:

10.3.1. Reporting the matter to a third party investigative body as provided for in paragraph 9 above; or

10.3.2. Referring the matter to the Safe Disclosure Panel as provided for in paragraph 11.1.5; or

10.3.3. Proceeding to conduct an investigation.

10.4. Where a Disclosure is resolved by the Supervisor as part of the usual and ordinary course of business, the fact of receipt and resolution of the Disclosure shall be recorded to the Safe Disclosure Coordinator.

11. Process for the Receipt and Review of a Disclosure by the Safe Disclosure Coordinator

11.1. Where an Employee makes a Disclosure to the Safe Disclosure Coordinator, or where the Safe Disclosure Coordinator receives a Disclosure from a supervisor under paragraph 10.3, the Safe Disclosure Coordinator shall:

- 11.1.1. Follow the process set out in paragraph 7;
- 11.1.2. Consider whether there are any existing internal mechanisms, protocols or processes which could help resolve the matter within the department;
- 11.1.3. Refer the matter to a third party investigative body in accordance with paragraph 9;
- 11.1.4. Consider whether to direct an immediate investigation; or
- 11.1.5. Refer the Disclosure to the Safe Disclosure Panel where the Disclosure relates to the President.

12. Process for Receipt and Review of a Disclosure by the President

- 12.1. Where an Employee makes a Disclosure to the President, the President shall:
 - 12.1.1. Follow the process set out in paragraph 7;
 - 12.1.2. Consider whether to refer the matter to the Safe Disclosure Coordinator for handling and further action;
 - 12.1.3. Consider whether to direct an immediate investigation;

- 12.1.4. Refer the Disclosure to the Safe Disclosure Panel where the Disclosure relates to the President.

13. Investigation:

- 13.1. All persons conducting an investigation pursuant to this Memorandum shall ensure that the right to procedural fairness and natural justice in an investigation is respected, included in respect of individuals making Disclosures, individuals alleged to have committed a wrongdoing and witnesses.
- 13.2. An investigation pursuant to this Memorandum shall be conducted as informally as possible.
- 13.3. The President or a Safe Disclosure Coordinator has the same ability to compel documents or witnesses as the Safe Disclosure Panel as set out in paragraphs 16.1 and 16.2 of this Memorandum.
- 13.4. On completing an investigation, the person completing the investigation shall prepare a report that sets out whether or not there has been wrongdoing as contemplated by this Memorandum, the findings made and the reasons for those findings.
- 13.5. An investigation pursuant to this Memorandum shall be conducted as soon as practicable and a report on the investigation shall be completed within 120 days after the matter has been referred to investigation.
- 13.6. Where an investigation is not completed within 120 days, a one-time extension of no more than 45 days may be invoked.
- 13.7. Where there is a need for an extension, the report on the Disclosure shall identify why the 120-day timeline could not be met.
- 13.8. Where the deadline in paragraph 13.5 is not complied with, the person making the Disclosure shall be advised that the deadline has not been complied with and that the deadline has been extended in accordance with paragraph 13.6.

14. In determining whether or not gross mismanagement of Corporation money or a Corporation asset amounts to wrongdoing, the following factors may be taken into consideration:

- 14.1. The seriousness and willfulness or recklessness of the acts or omissions in question;
- 14.2. The repetitive or systemic nature of the acts;
- 14.3. The impact or potential impact of the gross mismanagement on the organization's ability to carry out its mandate; or
- 14.4. The impact or potential impact on the organizations, employees, clients and/or the public trust.

15. Safe Disclosure Panel

- 15.1 The Corporation and the Union agree to establish a Safe Disclosure Panel.
- 15.2. The reasonable costs for fees and disbursements associated with establishing the Safe Disclosure Panel shall be borne by the Corporation.
- 15.3. The Safe Disclosure Panel is an independent mechanism which will perform the following functions:
 - 15.3.1. Receive and investigate Disclosures directly in the situations set out in paragraph 17;
 - 15.3.2. Serve as an appeal body as set out in paragraph 22;
 - 15.3.3. Provide independent evaluation on the administration and implementation of this Memorandum by way of an annual report to be delivered jointly to the Board of Directors of the Corporation and to the President of the Union of Northern Workers.
- 15.4. The Safe Disclosure Panel shall be a two-person panel made up of the following:
 - 15.4.1. One member appointed on behalf of the Corporation;
and
 - 15.4.2. One member appointed on behalf of the Union.
- 15.5. The party appointing a member to the Safe Disclosure Panel may revoke that appointment at any time.

- 15.6. A new Panel Member shall be appointed within 30 days of the revocation of appointment of the previous Panel Member.
- 15.7. Where the appointment of a Panel Member has been revoked, the remaining Panel Member shall complete any ongoing active investigations.

16. Powers of the Safe Disclosure Panel:

- 16.1. The Safe Disclosure Panel may in the course of an investigation require any person who, in the Panel's opinion, is able to give any information relating to any Disclosure being investigated by the Panel
 - 16.1.1. To give written or oral replies to questions;
 - 16.1.2. To produce any books, records, reports, documents or other items, including electronic records and documents;
 - 16.1.3. To provide any other information requested by the Panel related to the administration of this Memorandum.
- 16.2. The Panel may remove data, documents or items for the purpose of making copies or for further inspection from any office. Any copying or further inspection done under this paragraph must be carried out in a timely manner, and the documents or things must be returned promptly to the person from whom they were taken.
- 16.3. If, during an investigation, the Panel has reason to believe that another or additional wrongdoing has been committed, the Panel may investigate that wrongdoing.

17. Reporting Directly to the Safe Disclosure Panel:

- 17.1. A Disclosure may be made by an employee directly to the Safe Disclosure Panel only in the following circumstances:
 - 17.1.1. If the employee has made a Disclosure in accordance with the procedures established under paragraph 7 and an investigation in respect of the Disclosure has not been completed in accordance with those procedures;
 - 17.1.2. If the employee has made a Disclosure in accordance with the procedures established under paragraph 7 and the matter has not been resolved within the time periods established under either paragraphs 7 or 13.5 and 13.6 of this Memorandum;

- 17.1.3. If the subject-matter of the Disclosure involves the President;
- 17.1.4. If the employee reasonably believes that a matter constitutes an urgent situation such that there is insufficient time to make a Disclosure under paragraph 7;
- 17.1.5. If the employee has made a Disclosure in accordance with the procedures established under paragraph 7 and is unable to complete the procedures because a reprisal has been taken or directed against the employee; or
- 17.1.6. If the employee reasonably believes that a reprisal is likely to be taken or directed against the employee if the Disclosure is made in accordance with the procedures established under paragraph 7.

17.2. With respect to a Disclosure made under the procedures described in paragraph 8.1 if in the opinion of the Safe Disclosure Panel there is an urgent situation, the Safe Disclosure Panel must disclose the matter:

- 17.2.1. to an appropriate law enforcement agency,
- 17.2.2. in the case of a health-related matter, to the Chief Public Health Officer appointed under section 4 of the Public Health Act,
- 17.2.3. In the case of an environmental matter, to the Chief Environmental Protection Officer appointed under section 3 of the Environmental Protection Act;
- 17.2.4. to the department responsible for managing, controlling or containing the risk, if any; or
- 17.2.5. To a regulatory body (which includes the Chief Safety Officer or the Workers Safety and Compensation Commission) responsible for regulation over the risk, if any.

18. When an employee makes a Disclosure to the Safe Disclosure Panel, the Safe Disclosure Panel may take any steps they consider appropriate to help resolve the matter within the department, including the use of alternative dispute resolutions mechanisms, like mediation.

19. Where An Investigation Is Not Required:

19.1. The Safe Disclosure Panel is not required to investigate a Disclosure or, if an investigation has been initiated, may cease the investigation if, in the opinion of the Safe Disclosure Panel:

- 19.1.1 The subject-matter of the Disclosure could more appropriately be dealt with initially or completely, according to a procedure provided for under another

- statute, regulation or public policy;
- 19.1.2. The subject-matter of the Disclosure is already being investigated;
- 19.1.3. The Disclosure relates to a matter that could more appropriately be dealt with according to procedures under the Collective Agreement or other applicable employment agreement;
- 19.1.4. The Disclosure is frivolous or vexatious, has not been made in good faith or does not deal with a wrongdoing;
- 19.1.5. The Disclosure relates to a decision, action or matter that is based on a public policy or financial policy or directive;
- 19.1.6. The Disclosure does not provide adequate particulars about the wrongdoing as required by paragraph 4 of this Memorandum to permit the conduct of a fair and effective investigation.

20. If the Panel decides not to investigate a matter because paragraph 19.1.1 applies, the Panel may request the President to report on the status of the investigation within any period of time determined by the Panel.

21. If the Panel decides not to investigate or to discontinue an investigation, the Panel must, in writing, inform the employee who made the Disclosure and the President of the Panel's decision and the reasons for the decision.

22. Appeal:

- 22.1. An Employee who has made a Disclosure in accordance with the procedures established under paragraph 7 and who is dissatisfied with a final decision of the Safe Disclosure Coordinator or the President, may appeal the decision to the Safe Disclosure Panel within 30 days of receiving the final decision.
- 22.2. The Safe Disclosure Panel shall manage an appeal in the same manner as a Disclosure under paragraph 7.

23. Final Decision:

- 23.1. The findings and conclusions of the Panel are a final decision and not subject to review.
- 23.2. The Safe Disclosure Panel should strive to achieve a unanimous decision on the findings and conclusions to be made with respect to a Disclosure on wrongdoing.
- 23.3. Where the members of the Safe Disclosure Panel cannot come to a unanimous decision on the final outcome of a Disclosure of wrongdoing, their deadlock shall be resolved as follows:
 - 23.3.1. Each Panel Member shall submit their proposed findings and conclusions to a retired judge to be evaluated.
 - 23.3.2. The retired judge shall be provided through the services of ADR chambers or another similar service.
 - 23.3.3. Any costs associated with accessing the services contemplated in paragraph 23.3 shall be borne by the Corporation.
 - 23.3.4. In order to assist the Panel in coming to a unanimous decision, the retired judge shall meet with and discuss the proposed findings and conclusions with the Panel Members, if necessary.
 - 23.3.5. If after discussions with the retired judge, the Panel is still not able to come to a unanimous decision, then the retired judge shall provide the Panel Members with **the judge's** evaluation of **the Panel members'** proposed findings and conclusions and **the judge shall** provide **their** recommendations to resolve the deadlock between **the Panel** ~~them~~.
 - 23.3.6. The Panel will adopt the evaluation and recommendations of the retired judge.

24. Resolution of Disclosure:

- 24.1. Once an investigation into a Disclosure has been completed, the Safe Disclosure Coordinator will ensure that the person who made the Disclosure is advised of the following:
 - 24.1.1. That the investigation into the Disclosure is complete;
 - 24.1.2. The outcome of the investigation; and
 - 24.1.3. The process to appeal the decision, if applicable.

25. Where an investigation concludes that there has been wrongdoing as contemplated by this Memorandum, the findings and reasons for those findings shall be made available to the public, the parties to this Agreement and other employees.

26. Duty to Report:

- 26.1. Nothing in this Memorandum relating to the making of a Disclosure shall be construed as affecting an employee's obligation under any legislation, article 17.01 of the collective agreement, or by an employee's professional association to disclose, report or otherwise give notice of any matter.
- 26.2. Where an employee has made a Disclosure under any other legislation, article 17.01 of the collective agreement, rule or regulation of a professional association and advises the Corporation of that Disclosure in a timely manner, then they will receive the same protection from reprisal as if the Disclosure had been made under this Memorandum.

27. Fabricated, Frivolous & Vexatious Complaints:

- 27.1. A Disclosure which is found to be fabricated, frivolous or vexatious is not a complaint made in good faith and is not protected under this Memorandum.

28. Safety From Reprisal for Employees:

- 28.1. No person shall take or direct, or counsel or direct a person to take or direct, any reprisal against an employee because the employee has, in good faith, sought advice about making a Disclosure, made a Disclosure, co-operated in an investigation under this Memorandum, or declined to participate in a wrongdoing.
- 28.2. An employee may make a written complaint to the Safe Disclosure Panel if the employee alleges that a reprisal has been taken or directed against the employee.
- 28.3. A complaint of reprisal must be in Form "B".
- 28.4. The Safe Disclosure Panel shall manage and investigate a Disclosure of reprisal in the same manner as a Disclosure under paragraph 7.
- 28.5. Where the Safe Disclosure Panel finds that a Disclosure of reprisal is founded, the Panel will make recommendations on steps that must be taken to remedy the situation with the intention of correcting the consequences of reprisal.
 - 28.5.1. The Corporation will confirm whether it accepts all or part of the recommendations within 21 days of receiving the recommendations.
 - 28.5.2. If all or part of the recommendations is not accepted, then the Safe Disclosure Panel shall remain seized to hear submissions from both parties on why the recommendations are not acceptable to the Corporation and make a final decision.
 - 28.5.3. The Safe Disclosure Panel shall convene to hear submissions

- on the recommendations within 14 days of being advised that the Corporation does not accept the recommendations.
- 28.5.4. The Safe Disclosure Panel shall issue a decision on those submissions within 7 days after hearing the submissions.

29. Annual Reporting;

- 29.1. For so long as this Memorandum is in effect, the Safe Disclosure Panel shall provide an annual report jointly to the Board of Directors of the Corporation and to the President of the Union of Northern Workers on the administration and implementation of this Memorandum.
- 29.2. In order to prepare its report, the Panel may request from the Safe Disclosure Coordinator statistical information on any Disclosures of wrongdoing that have been made and resolved, including the following information:
- 29.2.1. The nature of the wrongdoings disclosed;
 - 29.2.2. The number of Disclosures received;
 - 29.2.3. The number of Disclosures acted on and not acted on;
 - 29.2.4. Whether, in carrying out the work contemplated by this Memorandum, the Panel received, or did not receive, all the information and explanations required;
 - 29.2.5. Whether the Disclosures were founded or unfounded;
 - 29.2.6. Whether or not there were any Disclosures of reprisal; and
 - 29.2.7. Whether the Disclosures of reprisal were founded or unfounded.

30. The Panel's annual report may identify and make recommendations for modification or clarification with respect to any provision of this Memorandum.

31. Effective Date:

- 31.1. This Memorandum shall come into effect May 3, 2019 and remain in force until legislation providing protection for employees covered by this Collective Agreement who disclose information is enacted by the Legislative Assembly of the Northwest Territories.
- 31.2. Either party may request that the effective date set out in paragraph 31.1 be extended by up to 60 days to ensure that adequate arrangements are in place for the Safe Disclosure Panel, training and other operational aspects related to implementation of this Memorandum.

FORM "A"

SAFE DISCLOSURE OF INFORMATION Disclosure of Wrongdoing Form

Please include as much information as known. If additional space is required to complete any section, please attach to this page.

CONTACT INFORMATION

Name: _____ Position: _____
 Community: _____ Phone Number: _____
 Email: _____
 Preferred Time to Contact: Day _____ Evening _____ Weekend _____

MAKING A DISCLOSURE

Disclosure is being made to:

Supervisor [☐] Safe Disclosure Coordinator [☐] Director [☐]

Please check the ground(s) under Safe Disclosure of Information for which you are filing a disclosure of wrongdoing. The matter is:

- An illegal action under territorial or federal legislation or regulation
- Gross mismanagement of public money or a public asset
- An action that creates substantial and specific danger to health, safety and/or the environment
- Knowingly counselling or directing someone to do any one of the above

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Has this disclosure been made previously

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If yes, to who and what was the outcome of that disclosure?

DETAILS OF WRONGDOING

Please provide the details of the nature of the wrongdoing, include name(s), date(s), location(s), detailed description of the incident, witnesses to the incidents(s), etc., attaching any supporting document if possible. Use additional pages if required.

Certification and Authorization

I believe the information I have provided is true to the best of my knowledge*

Signature of individual disclosing the wrongdoing

Date (Day/Month/Year)

X

/ /

*Knowingly making a false or misleading statement is a violation of the Safe Disclosure of Information Process

FORM "B"

SAFE DISCLOSURE OF INFORMATION

Complaint of Reprisal Form

Please include as much information as known. If additional space is required to complete any section, please attach to this page.

CONTACT INFORMATION

Name:

Position:

Community:

Phone Number:

Email:

Preferred Time to Contact: Day _____ Evening _____ Weekend _____

Information about your REPRISAL COMPLAINT

Reprisal means any of the following measures taken against an employee because the employee has, in good faith, sought advice about making a disclosure, made a disclosure, co-operated in an investigation under this Memorandum, or declined to participate in a wrongdoing:

- (a) dismissal, layoff, suspension, demotion or transfer, change of job location, reduction in wages, change in hours of work or reprimand;
- (b) any measure, other than one mentioned in paragraph (a), that adversely affects the employee's employment or working conditions;
- (c) a threat to take any of the measures referred to in any of paragraphs (a) or (b).

Please identify the date (s) on which reprisal(s) was or were taken against you:

Please identify the date (s) on which you became aware of reprisal(s) if different from the date of the actual reprisal(s):

DETAILS OF REPRISAL

Please describe any measures taken against you that constitute reprisal (see definition of reprisal above): Please include relevant dates and names of persons alleged to be responsible for the reprisal(s). Attach any supporting documents if possible. Use additional pages if required.

DID you make a protected disclosure of wrongdoing or have you cooperated in an investigation?

YES ☐

NO ☐

Please provide details below including relevant dates and name of the person(s) to whom you made a protected disclosure. Attach supporting documentation or use a separate page if necessary

Is the subject-matter of this reprisal complaint currently being dealt with under another public policy, legislation or under the grievance procedures of the Collective Agreement?

YES ☐

NO ☐

Please provide details below. Attach Supporting documentation or use a separate page if necessary

Certification and Authorization

I believe the information I have provided is true to the best of my knowledge*

Signature of individual making the complaint of reprisal(s) Date (Day/Month/Year)

X / /

*Knowingly making a false or misleading statement is a violation of the Safe Disclosure of Information Process

Complaint of Reprisal Form

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



Michelle Theriault
Chief Negotiator



Erin Dean
Director, Human Resources



Paul Grant
Chief Financial Officer

Mike Ocko
Director, Thermal Operations



Alex Love
Chief Projects and Engineering Officer

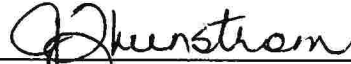


Sharmayne Horton
Manager, Human Resources

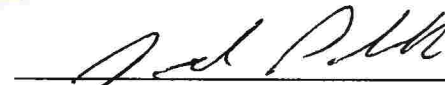
On behalf of the Union of Northern Workers and the Public Service Alliance of Canada, the members of the bargaining committee are:



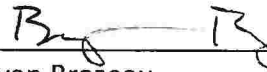
Josée-Anne Spirito
PSAC REVP North



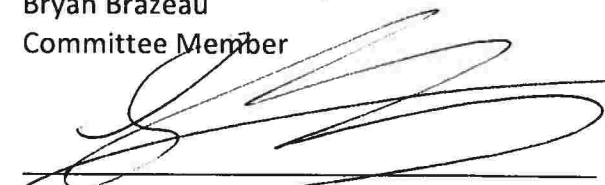
Gayla Thunstrom
UNW President



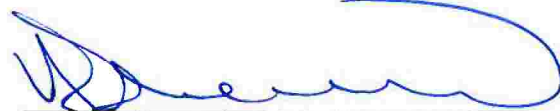
Jacob Pokiak
Committee Member



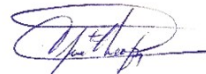
Bryan Brazeau
Committee Member



Matthew Lakusta
Committee Member



Anne Marie Thistle
UNW Director, Membership Services



Djimy Theodore
Research Officer, PSAC



Gail Lem
Negotiator, PSAC