



Imperial Oil

Collective Agreement

between

**Imperial Oil Resources
Norman Wells, NWT**

and the

**Communications, Energy,
and Paperworkers
Union of Canada, Local 777**

Effective: February 1, 2001



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ARTICLE 1 – PURPOSE**1.01**

This Agreement defines the relationship between Imperial Oil Resources, Norman Wells Area (the “Company”) and the Communications, Energy and Paperworkers Union of Canada, Local 777 (the “Union”). The purpose of the agreement is to define the negotiated wages, hours of work, local allowances and working conditions of the employees of the Company represented by the Union **and** the means by which complaints, grievances and disputes will be dealt with promptly and equitably.

1.02

Recognizing the common dependence of the Company and of its employees upon the success of the business, the parties to this agreement support the mutual objective of increased safety, productivity and efficiency, and jointly promote the goodwill between the parties to achieve this objective through Union/Company discussions on matters mutually agreed to.

ARTICLE 2 – UNION RECOGNITION**2.01**

The Company recognizes the Union as the sole collective bargaining agent for “employees of Imperial Oil Resources working in the gathering, processing and refining of petroleum products at Norman Wells, excluding managerial, professional, technical, administrative employees and summer students” as

outlined in the Certification Order issued by the Canada Labour Relations Board on September 23, 1993.

2.02

The Union agrees that it will not engage in any Union activities at the Company's site or during working hours other than what is provided for in this Agreement.

The Company agrees to provide a reasonable opportunity for the Union to conduct an Union Orientation session with all new and prospective Bargaining Unit employees. These sessions will be arranged as part of the New Employee Orientation to Norman Wells, be scheduled to minimize disruption of operations and will not create additional cost to the Company.

2.03

It is agreed that there will be no discrimination against an employee by reason of Union activity or lack of activity. In addition, the Union and the Company will not discriminate or harass on the basis of age, sex, race, color, religion, creed, national origin, citizenship, language, marital status, family status, pregnancy/child birth, sexual orientation, mental or physical disability/handicap, political belief or other prohibited grounds.

2.04 Union Business Leave

- (a) Leave of absence without pay for Union business will be granted for no more than twenty (20) working days per employee, provided that:

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- (i) written application *is made at* least seven (7) calendar days in advance *of* the commencement *day of* the *leave* and,
 - (ii) the Company *is able* to furnish *qualified* *replacements*.
- (b) The Union may request longer leaves or provide shorter notice, and if it is not detrimental to the operation, the Company may grant the leave.
 - (c) For employees on Union business, the Company agrees to keep the employee's pay whole, including any overtime, while on the leave and invoice the Union on a monthly basis. If an employees leave exceeds a total of thirty (30) calendar days, the Company will include the costs of all allowances and benefits on the invoice.

2.05 Shop Stewards

- (a) The Company will recognize up to four (4) shop stewards. The steward's function is outlined in Article 7 (Grievance Procedure).
- (b) With permission from the steward's Supervisor, during working hours and without loss of pay, the steward may leave regular duties for no more than two (2) hours or a longer time as agreed to by the Supervisor, to investigate and settle, if possible, any grievance.

2.06 Union Committees

The Company agrees to keep the employee's pay whole while attending committee meetings with the Company. Excluding Union/Management Committee meetings, no

employee will be compensated for attending committee meetings beyond regular working hours or on an employee's regular day off.

(a) Union Executive

(i) The Company recognizes a Union Executive of up to six (6) employees.

(ii) The Union will notify the Company in writing of the names of the Executive.

(b) Union-Management Committee

(i) Meetings will be held between the Union Executive and the Company with mutually agreed to time, place, attendees and agenda. Committee members will be compensated at straight time pay for attending committee meetings on days off or after regular working hours.

(c) Negotiating Committee

(i) The Company recognizes a Negotiating Committee of up to four (4) employees. The Union may bring in one (1) additional bargaining unit member to deal with specialized issues.

(ii) Meetings will be scheduled during regular scheduled hours at mutually agreed to times.

(iii) The Company agrees to keep whole the pay of those employee's who serve on the Negotiating Committee during Union-Company collective bargaining.

(iv) The Company agrees to keep whole the *pay* for *up* to three (3) *days* for bargaining preparation. *Approval* for time *off* to attend the preparation time must be arranged with the employees' supervisor in advance.

- (d) Norman Wells Safety, Health and Environmental Committee

(i) The *Company* recognizes two (2) Bargaining Unit members who *will* participate in the Norman Wells Safety, Health *and* Environmental Committee.

- (e) Grievance Committee

(i) The *Company* recognizes *a* Grievance Committee of *up* to four (4) employees.

2.07 Union Facilities

- (a) Bulletin Board

The Company will provide bulletin board space in suitable locations, which may be used for posting notices of Union activities.

- (b) Ballot Box

The Union may place a ballot box in a mutually agreed suitable location when voting is taking place.

- (c) Union Office

The Company will provide **a** Union office with telephone at the worksite. The Union will be billed directly by NorthwesTel for long distance charges.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01

The Union agrees that the Company retains the exclusive right to operate **and** manage the affairs of the Company, except **as** restricted by the terms of this Agreement.

ARTICLE 4 – STRIKES AND LOCKOUTS

4.01

In view of the procedure established by this agreement for the settlement of disputes, there will be no lockout by the Company, or strike, slowdown, picketing or other suspension of work by the employees during the collective bargaining process or the term of this agreement. Every attempt will be made to bargain in good faith to secure a collective agreement.

ARTICLE 5 - UNION DUES

5.01

The Company agrees to deduct once **a** month from the wages **due** and payable to each employee covered by Article 2.01, **an** amount equal to the monthly dues determined from time to time by the Union. The total amount of such dues deductions shall be remitted by the Company **not** later than fifteen (15) calendar **days** after the deduction was made, to the Secretary-Treasurer of the Union.

ARTICLE 6 - DEFINITIONS

Aboriginal

A person who is recognized by the Canadian Government as a Status Indian, non-status Indian, Inuit or Metis.

Built in Overtime

All regularly scheduled hours in excess of 160 hours in a 28 day cycle when working a compressed work schedule

Compressed Work Schedule

In NWT, the Labor Standards Act defines the “standard hours of work” as eight (8) hours in a day and forty (40) hours in a week. Overtime is payable for time worked in excess of the standard hours of work. A compressed work schedule is one which alters the standard hours of work so that overtime is payable on a different basis. A permit must be obtained for altering the way in which overtime is paid when developing schedules different than the standard hours of work.

Decision Units

Decision units will be the Central Processing Facility (CPF), Field Operations and Technical Services or as otherwise determined by the Company.

Dependent

Spouse – a person to whom the employee is legally married.

Common Law Partner – a person to whom the employee is not legally married but with whom the employee has been living in a conjugal relationship for at least one year.

Dependent Children – the employee's or employee's spouse's or employee's partner's natural, adopted, stepchild or foster child who is the employee's or employee's spouse's or employee's partner's legal ward, and who is not married, not employed full time and is:

- *under age 21*
- *under age 25 if a full time student*
- *age 25 or older (or age 21 to 24 and not attending college or University), physically or mentally incapable of self support, primarily dependent on the employee for support in qualifying as the employee's or employee's spouse's or employee's partner's dependent according to the Income Tax Act, as long as the child became incapable of self support before age 21 or age 25 if a fulltime student.*

Equivalent-to-Married

The Company recognizes couples as equivalent-to-married if the employee declares the designated spouse as **such** and they cohabitate for one year prior to the declaration.

Transferred in Employee

Employees who receive the "transferred in allowances" which consist of:

- *existing IOL career employees who transfer from another Company location to Noman Wells on a five year fixed term assignment.*
- *Individual who move their permanent residence to Noman Wells at the time they are hired by the*

Company. This includes residents of the Sahtu who move to Norman Wells at the time they are hired by the Company.

Point of Hire

Employees hired and/or transferred to Norinan Wells Operations have a point of hire which is determined at the time of their hire/transfer. A point of hire is unique to Norman Wells Operations and is used for administration and application of Norman Wells allowances.

Norman Wells is the point of hire for people hired from the community of Norman Wells.

For employees who are residents of the NWT outside of Norman Wells, the point of hire is the NWT community they resided in prior to accepting employment in Norman Wells.

For employees who are transferred to Norman Wells on fixed term assignments or hired outside the NWT, Edmonton is the deemed point of hire, unless they were transferred from Calgary, in which case Calgary would be the deemed point of hire.

For Northern Transition Rotational employees, the town **in** the NWT that they were living in prior to their employment is the deemed point of hire.

For Southern Transition Rotational employees, Edmonton is the deemed point of hire.

Hired in Norman Wells
Employees who were already residents of Norman Wells
when hired by the Company.

Rotational Shift Worker
An employee who works a rotational schedule and who
rotates to Norman Wells from their point of hire.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01

It is mutually beneficial to settle complaints and
grievances promptly, at the work level where they occur.

The Union will not lodge a grievance on which an
employee has an existing grievance.

7.02 Employee Grievances

- (a) Where an employee has a complaint they will first
discuss the problem with the Supervisor.
- (b) If the employee desires, a Steward may attend this
discussion.
- (c) If a settlement is unsatisfactory and the employee
wishes to file a grievance, then the employee will
follow the procedure outlined below.

7.03 Step 1

- (a) Throughout the grievance procedure, all presentations called for in writing, will be on the grievance form in Appendix 'E'.
- (b) The employee, accompanied by a Steward, will meet and present the grievance in writing to the Supervisor within seven (7) calendar days of the occurrence or of becoming aware of the occurrence. The written grievance will state the specific occurrence, section(s) of this Agreement claimed to have been violated, and the relief sought. The Supervisor will give a decision to the employee, in writing, within seven (7) calendar days following the meeting.
- (c) If the settlement is unsatisfactory and the employee wishes to pursue the grievance further, Step 2 will be followed within thirty (30) calendar days of receipt of the response in Step 1.

7.04 Step 2

- (a) The employee shall submit their grievance in writing through a Union Steward to the Grievance Committee.
- (b) The Grievance Committee shall submit the grievance in writing along with a request for a meeting with the Operations Superintendent.
- (c) Within seven (7) calendar days following the request, or longer as mutually agreed upon, a meeting will be arranged between the Company and the Grievance Committee.

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- (d) The employee or employees involved, at the request of either party, will attend the meeting as a member of the Grievance Committee.
 - (e) The Company will recognize the Union National Representative as an additional member of the Grievance Committee.
 - (f) The Company's decision will be given to the Chairperson of the Grievance Committee within ten (10) calendar days after the meeting referred to in Article 7.04 (c).
 - (g) If the decision of the Operations Superintendent is unsatisfactory to the employee, the Union may submit the grievance to Arbitration as provided in Article 8.
 - (h) Where an employee is absent as a result of sickness, Company or Union business, or other cause beyond their control, not including regular days off, then the time limits described in the grievance procedure will be from the date on which the employee first had an opportunity to present their grievance.

7.05 Union or Company Grievance

- (a) Any grievance initiated by the Union or by the Company, will be presented in writing to the Operations Superintendent or Union Local President respectively, within thirty (30) calendar days of the occurrence or of becoming aware of the occurrence.

(b) The Grievance Committee and the Operations Superintendent will meet within seven (7) calendar days of the grievance being presented, or at a mutually agreeable time to consider the grievance as outlined in 7.05 (a). If a settlement of the grievance is not completed within ten (10) calendar days of the meeting, the grievance may be referred by either party to Arbitration as provided in Article 8.

7.06

Any grievance not referred to Arbitration within thirty (30) calendar days from the response in 7.04 or 7.05 will be deemed abandoned.

7.07

The settlement of any grievance relating to pay will be based upon the date on which the pay was properly due.

7.08

The time limits in this article may be extended by mutual agreement.

7.09

The Company has the right to suspend or dismiss an employee for just cause. A suspension or dismissal letter will be given to the employee. Within seven (7) days, with the consent of the employee, a copy of the letter will be sent to the Union President, who will retain the letter in a confidential file.

ARTICLE 8 - ARBITRATION

8.01

- (a) Only a difference concerning the interpretation, application, operation or alleged violation of the terms of this Agreement, including any question as to whether any such differences are arbitrable, will be referred to Arbitration at the written request of either party.
- (b) Before **any** matter is referred to Arbitration it must have been processed under the terms of the grievance procedure in Article 7.

8.02

The Board of Arbitration will consist of one (1) person appointed by the Company, one (1) person appointed by the Union, and a third person selected by the two appointees to act as a Chairperson. Alternately, the parties may agree to a single arbitrator.

8.03

Should the two appointees fail to agree on the choice of a Chairperson or the two parties fail to agree on a single arbitrator within thirty (30) calendar days, then the Minister of Labour will be asked to appoint a Chairperson or single arbitrator.

8.04

The decision of a majority of the Board of Arbitration will be binding on both parties.

8.05

The Board of Arbitration will not have any power to

alter any of the provisions in this Agreement, substitute new provisions nor give any decision inconsistent with the provisions in this Agreement.

8.06

Each of the parties will bear the expenses of the Board Member appointed by it, and the parties will jointly bear the expenses of the Chairperson.

8.07

The time limits in this article may be extended by mutual agreement.

ARTICLE 9 - SENIORITY

9.01

The term "Seniority" as used in this agreement is the total time worked as a wage earner in Norman Wells.

In event of hiring two (2) or more employees on the same date, they will be placed on the Seniority list in alphabetical order.

9.02 Seniority List

The Company will prepare and post Seniority Lists showing the seniority ranking of the employees. The Union President and Human Resources Advisor will jointly resolve issues of seniority.

9.03

Seniority will be lost when:

- (a) an employee is discharged, or
- (b) an employee resigns, or

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- (c) an employee is laid off for a period exceeding twelve (12) months.

9.04

Seniority will be retained **and** will accumulate during:

- (a) absence due to Union business, or
- (b) Company approved leave of absence, or
- (c) Company approved training assignment outside the Bargaining Unit, or
- (d) absence due to sickness or accident

9.05

Seniority will be retained, but will not accumulate, during an absence from work due to lay-off for up to twelve (12) months.

9.06

Employees will be on probation for the first one hundred-eighty (180) calendar days of employment with the Company. On the completion of the probationary period, seniority will be calculated from the date of employment with the Company.

9.07

Employees who transfer from the bargaining unit to a position not covered by this Agreement and who return to a position in the bargaining unit within a twelve (12) month period, will be reinstated with the seniority they had prior to the transfer.

ARTICLE 10 - PROMOTIONS AND JOB POSTINGS**10.01**

When the Company determines it necessary to fill a vacancy in the Bargaining Unit, a job posting will be prepared and posted for a period of thirty (30) calendar days or for such other period of time as the parties shall mutually agree upon. The Company may temporarily fill the position as mutually agreed to with the Union, until a permanent replacement can be found. Preference will be given to a bargaining unit employee if one is available and qualified for the job.

10.02

Employees who are absent due to vacation when a job is posted, will be forwarded a copy of the posting from the employee's supervisor provided the employee registers a request for notification, including where the posting be sent, with the supervisor prior to departure on vacation.

10.03

The Company will notify the successful applicant no later than thirty (30) calendar days after the closing of the posting.

10.04

In selecting employees for promotions within the Bargaining Unit, preference will be given to Aboriginal employees providing they meet the minimum level of experience and qualifications as outlined on the job posting.

10.05

Subject to 10.04, selection for promotions within the Bargaining Unit will be considered in this order:

- (a) Skills and Ability
- (b) Seniority

Where factors under (a) are relatively equal between two (2) or more employees, the employee with the greatest seniority will receive the job.

ARTICLE 11 - LAYOFF AND RECALL

11.01

In selecting employees for layoff, the following factors shall be considered :

- (a) Skills and Ability
- (b) Seniority

Where factors under (a) above are relatively equal between two (2) or more employee's, the employee with the least seniority will be selected.

11.02

The Company will recall employee(s) in the reverse order of layoff, providing skills and ability are met.

11.03

Employees on layoff must supply the Company with a current address and phone number. Upon recall, the Company will contact the employee at the last address on file with the Company.

In the event the employee

- (a) cannot be contacted within twenty one (21) calendar days, or
- (b) declines the offer of employment, or
- (c) fails to notify the Company of intention to return to work within seven (7) calendar days of contact, the employee will forfeit right to recall.

ARTICLE 12 - TECHNOLOGICAL CHANGE, PLANT CLOSURE AND SEVERANCE

12.01 Technological Change

The Company shall notify the Union six (6) months in advance of intent to implement technological change in working methods or facilities which will involve the lay-off of any regular employee having one year or more of Company service, or any change **in** an employee's regular job assignment which adversely affects an employee's rate of pay.

12.02 Plant Closure

The Company shall notify the Union six (6) months in advance of the permanent closure of all or part of the Operation which will result in a permanent workforce reduction.

12.03

The Company will meet with representatives of the Union to discuss the impact on the workforce of technological change or permanent closure of all or part of the Operation. Among the topics for discussion will be

the consideration of alternatives to minimize the negative impacts on affected employees.

12.04

Employees terminated as a result of technological change or permanent closure of all or part of the Operation will be *eligible for severance pay provided the employee remains available for work until the date designated by the Company.* **At** the request of the employee, the Company **may**, at its discretion, release the employee prior to the designated date of termination without loss of severance eligibility. If the employee is terminated for just cause during the notice period, severance pay is forfeited.

12.05

Rate protection shall be provided for retained employees affected by plant closure, partial plant closure or technological change as per clause 14.05.

12.06 Severance Pay

Severance pay will be a minimum of two (2) weeks pay plus two (2) weeks pay per year of actual company service. For the purpose of this calculation, pay is defined as the employee's regular rate of pay at the time of termination. Partial years of service will be prorated for the calculation of severance payments.

12.07

Severance pay shall apply if:

- (a) a technological change results in a workforce reduction as per 12.01, or

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- (b) an operational closure or partial closure results in a reduction of workforce as per 12.02, or
 - (c) a laid off employee is not recalled within 12 months, or
 - (d) an employee elects to receive severance pay immediately upon layoff and waives the right to be recalled, or
 - (e) there is no alternative suitable employment available for an employee who refuses to accept a change from a rotational work schedule to live-in schedule, or
 - (f) there is no alternative suitable employment available upon completion of a fixed term assignment.

ARTICLE 13 - HOURS OF WORK AND TIME OFF

13.01

- (a) The normal work week shall consist of five (5) eight-hour days or shifts totaling forty (40) hours.
- (b) For the purposes of this agreement, a day will be the 24 hour period commencing at 6:30 A.M. and a week will be seven days from Monday to Sunday.
- (c) This article will not preclude the arranging of other hours of work as required, providing necessary NWT Labour Standards approval is obtained. The permit includes hours of work, start/stop times, and patterns of shift schedules (days worked-days off).
- (d) Coinpressed work schedules will be mutually agreed upon by the Union and the Company.

13.02 Compressed Day Worker Schedule

These schedules will include a 1 (one) hour lunch break (1/2 hour paid and 1/2 hour unpaid).

13.03 Compressed Shift Worker Schedule

The schedule will include a one half hour paid lunch-break for shift workers. The schedule will accumulate 160 hours per 28 day cycle and may require a maximum eight hours of hilibt-in overtime.

13.04 Rotational Day Worker Schedule (Field and Marine)

- (a) This schedule will he in effect until the **phase** out of the rotational day worker is accomplished
- (b) The schedule will include a one half hour paid lunchbreak

13.05 Work Breaks

Employees will he granted one morning and one afternoon, fifteen (15) minute paid work break each **day**. The work break will he scheduled in each decision unit.

ARTICLE 14 - RATES OF PAY

14.01

All employees will be paid on a monthly basis for regular earnings in accordance with Appendix '**A**'.Effective January **1**,2001, a rate increase of 3.5% will be applied to the 2000 basic hourly wage rates. Basic hourly wage rate adjustments on January 1, 2002 **and** 2003 will be equal to Imperial Oil Resources, Production Operations Wage Employees adjustments.

14.02 Temporary Assignment

While an employee is temporarily assigned for a minimum of one (1) working day or night to a higher classification, for other than the employees own training, the employee will be paid at the higher level rate of pay in accordance with Appendix A. If the temporary assignment is longer than twelve (12) consecutive months the employee will be permanently classified to the higher level.

14.03

Employees who are assigned to a lower classification will have their rate red circled as per article 14.05.

14.04

Employees transferring in from other IOL sites who receive a higher rate of pay than outlined in this agreement, will have their rate red circled as per article 14.05.

14.05 Rate Protection/Red Circling

Rate protection will be provided as follows:

- Stage 1** Employees rate is frozen (red circled) for 24 months from the date of the level change, Overtime is paid at the new lower rate.
- Stage 2** After 24 months from the date of the level change, the employee will receive a cut in pay equal to half the difference between the red circled rate and the new rate. Overtime is paid at the lower rate.

Stage 3 After 30 months from the date of the level change, the employee will be moved to the normal rate of pay for the position, with overtime payable at the normal rate.

14.06

The Company **and** the Union will establish the wage level for **any** new job classification or reclassification which may be established during the term of this agreement.

14.07 Temporary Supervisor Rate

Employees who are assigned to a temporary supervisor position for a minimum of five (5) working days will receive a temporary rate premium of 15% of the employee's current rate for all days worked. The employee is **not** eligible for any overtime pay when performing the duties of the temporary supervisor. If the employee performs the employee's normal duties, the employee will receive his regular pay **and** will be eligible for overtime.

ARTICLE 15 - SHIFT DIFFERENTIAL

15.01

Shift differentials compensate employees for the inconvenience of working a rotating schedule involving day **and** night shifts. Differentials will be paid only to employees **who are** assigned to a rotating shift schedule. **All** Process Operators working the compressed shift schedule at the CPF will receive shift differential. Trades and Field personnel will receive shift differential only when assigned to work a rotation which includes at least one night shift.

15.02

Shift differentials are additional to base wage rates and are as follows:

12 Hour shift - Employees assigned to a seven day continuous operation who rotate on a night to day rotational basis.

<u>Hours of Work</u>	<u>Shift Premium</u>
06:30 A.M. - 06:30 P.M.	\$.71/hr
06:30 P.M. - 06:30 A.M.	\$1.63/hr

15.03

Shift differential will not be included in calculating overtime rates, vacation pay or pay for recognized holidays not worked.

15.04

Where a shift worker is required to work overtime into another shift, the employee shall receive a shift differential applicable to the time of day for such overtime hours worked.

15.05

Whenever the Company and the Union jointly develops new work schedules, any applicable shift differential compensation will be developed.

ARTICLE 16 - OVERTIME

16.01

Employees are expected to work overtime whenever called upon if practically possible. Overtime work will be

distributed as fairly and impartially as possible among the qualified employees in the decision unit. All overtime requires the approval from the Supervisor in advance of the work being done, except in cases of emergency.

16.02

Overtime shall be defined as:

- (a) All work in excess of the regular scheduled hours of work for that day or week.
- (b) All hours worked between the completion of the employee's regular working hours on one day **and** the commencement of the employee's next scheduled shift.
- (c) All work on an employee's scheduled days off.
- (d) All work on a Company-recognized holiday.
- (e) **All** hours worked in excess of any compressed work schedule provisions which the Company is permitted to work in accordance with the Labour Standards **Act** (NWT).

For the purposes of overtime determination, regular hours worked shall include hours of vacation, hours on sick leave, hours of banked time and any approved paid leave of absence.

16.03

Overtime worked will be paid for at two times (2X) the employee's base wage rate of pay at the time the overtime is worked.

16.04 Rest Requirements

Prior Management approval must be obtained for the following provisions to apply. When the following provisions are applied, the employees base pay will be kept whole.

- (a) If an employee is required to work past the end of the regular shift, a minimum of eight hours rest must be given or **an** overtime premium in addition to straight time pay will be applied to all regular hours worked on the next shift.
- (b) Actual hours worked between regular shifts and between the hours of 11:00 P.M. **and** 5:00 A.M. will have the following effect; the employee's start time for the following shift will be moved forward by the number of hours worked plus one hour. If the Company is unable to grant the additional time off, overtime premium will be applied as per 16.04 (a). An employee whose return to work would require two hours or less of regular scheduled time will not be required to report that day **and** their pay will be kept whole.

16.05 Mutual Changes

- (a) Time worked in excess of the normal daily or weekly hours of work by reason of an exchange of working hours, by mutual agreement between employees concerned, and with the approval of the Supervisor, will not be paid at overtime rates.
- (b) The employee's pattern of days off may be altered from time to time with Company **and** employee

consent. This refers to flexibility for business or personal reasons, not bridging to a new schedule and will not be paid at overtime rates.

16.06

Employees may bank overtime in lieu of receiving overtime pay, at a rate of one and one-half (1.5) hours for every hour of overtime worked. If the employee wishes to bank any overtime they must get written permission from the Supervisor. All overtime that is banked must be **taken** in the calendar year it was worked.

If overtime banked cannot be taken for business reasons in that calendar year, the actual hours used to determine the banked time will be paid to the employee at overtime rate.

16.07 Pay for Training Meetings and Courses

When an employee attends a course or meeting approved by the Company, the pay will be as follows:

- (a) For attendance on days off, the employee will be paid for the actual hours of attendance at the overtime rate.
- (b) For attendance on normally scheduled work days, the employee's pay will be kept whole. Where practical, employees are expected to return to work if hours in their shift remain at the conclusion of the training or meeting.

16.08 Pay for Travel to and from Meetings and Courses

Employees traveling to and from business meetings and training courses will have their regular pay kept whole. For actual hours spent traveling outside of normal scheduled work hours, straight time will be paid up to a maximum of 12 hours per complete one way trip. Efforts should be made to schedule travel during regular working hours.

For air travel, traveling time will be interpreted to mean scheduled flight time plus two hours ground transportation time.

16.09 Pay for Sick Days

Sick days will be paid as a sick benefit and the hours will accumulate as if regular hours had been worked when calculating any regular accumulated overtime.

16.10

If a rotational employee is scheduled to work past the regular scheduled shift and the employee becomes sick, the employee will be paid overtime for the hours that the employee was scheduled for only until the employee is able to reach the employee's point of hire.

16.11 Overtime Meals

The following applies when an employee is required to work outside of regular scheduled hours;

- (a) When an employee is required to work more than two hours of overtime, either immediately before or after their regular working time, a meal will be provided by the Company as per 16.11 (c). A meal will be provided as per 16.11 (c) for each subsequent four hours continuous overtime work.

-
- (b) On a call-out with less than one hour notice, the employee will be provided with a meal, as per 16.11 (c), after each four hours of continuous overtime work.
 - (c) The Company will provide the employee with a \$20 meal voucher for each meal not provided. The meal voucher will be **valid** for use only on the date of issue. Overtime meals, when available, will be delivered to the work site at the Company's expense.

16.12 Standby Pay

The Company may assign an employee to Standby Duty. When an employee is so assigned, they will be paid two hours straight time pay for each day of the standby assignment. The standby pay will be in addition to any pay for actual hours worked but will not be used for the purpose of calculating overtime.

ARTICLE 17 - CALL-OUT

17.01

A "call-out" is defined as:

- (a) An employee **who** is required to report for work on a regular **day** off or on a recognized holiday in which the **employee** is not scheduled to **work**.
- (b) An employee **who** is required to return to duty to perform work which was not available at the conclusion of the employee's regular day or shift.

17.02

The payment for call out work will be a minimum of four (4) hours at straight time or the actual number of hours worked at overtime rates, whichever is greater.

17.03

Work performed two (2) hours or less immediately prior to the beginning of a regular shift or day does not constitute a call out, but will be paid at overtime rates. When the employee's regular scheduled working hours commence, the employee will receive straight pay.

17.04

Callout work will normally be performed by qualified bargaining unit employees unless one is not available.

ARTICLE 18 - CHANGE OF SCHEDULE

18.01

Change of schedule shall be defined as a Company requested change whereby days off are altered or starting time is altered by more than one (1) hour. Except in the case of emergency, the days off shall be consecutive.

18.02

On the effective date of change, the employee's days off become those shown on the new schedule.

18.03

Upon a change in schedule, in addition to straight time pay, a premium of one times the employee's basic rate of pay will be paid for all hours worked on the first shift of the new schedule. No additional premium will be paid if

the employer reverts back to the original schedule within twenty-eight (28) calendar days after the initial change took effect.

18.04

If an employee is given a minimum of twenty eight (28) days notice of schedule change, no premium will be paid.

18.05 Condensed Work Schedule Bridging

Whenever the Company and the Union jointly develops new work schedules, corresponding bridging techniques will be developed.

ARTICLE 19 - RECOGNIZED HOLIDAYS

19.01

(a) The following holidays will be recognized by the Company:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

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- (b) The Company will grant two (2) additional floating recognized holidays which are to be mutually agreed upon in writing between the Union and the Company before October 1st of the prior year.
 - (c) For the employees working seven day continuous schedules, if required to balance out recognized holidays between shifts, Victoria Day and the Civic Holiday may be used as floating holidays which are to be mutually agreed upon in writing between the Union and the Company before October 1st of the prior year.
 - (d) The total number of recognized holidays will not exceed twelve (12). If during the term of this Agreement the Government enacts legislation obliging the Company to recognize any holiday, in addition to those listed in 19.01 (a), such additional holiday will replace one of the holidays mentioned in 19.01 (b).
 - (e) Employees not excluded under Article 19.04 will receive holiday pay for each recognized holiday equivalent to the regular straight time wages they would have earned for their normal daily hours of work.

19.02 Recognized Holiday Worked

As required by the Labour Standards Act of the Northwest Territories, hours actually worked on a recognized holiday will be paid a premium at overtime rates, in addition to straight time pay for the normal hours of work for the day.

19.03 **Recognized Holiday Not Worked**

If the recognized holiday falls on **an** employee's day off, the following will happen:

(a) "Weekday Only" Schedules

If the holiday falls on a Friday off, Saturday or **Sunday**, the employee will normally receive the following **Monday** off.

(b) Seven Day Continuous Coverage Schedules

If mutually agreeable to the employee and the Company, the **day** will be rescheduled to fall **on** a working day for the employee and managed as a holiday with pay. This new day will therefore be deemed to be a recognized holiday.

19.04 **Recognized Holiday Pay Exclusions**

Employees shall **not** be entitled to pay for a recognized holiday during the following cases:

- (a) if the recognized holiday occurs during an employee's unpaid leave of absence, suspension or lay-off, or
- (b) if **an** employee fails to report to work without **a** valid reason on **a** recognized holiday when required to **do** so, or
- (c) if an employee is absent without a valid reason on their last scheduled day of work prior to the holiday or their first scheduled day of work following the holiday.

19.05

An employee who is absent as a result of sickness or accident will receive any benefits as eligible under the Company's Temporary Disability Benefit Plan in lieu of recognized holiday pay.

19.06 **Company Recognized Holidays occurring During Vacations**

When a Company recognized holiday falls during vacation, the employee shall be compensated as follows:

- (a) Where the employee would have been scheduled to work the holiday had it not been for vacation, the employee will receive **an** additional day off with pay on **an** alternate day that is mutually agreed to with the employee's Supervisor;
- (b) Where the holiday falls during an employee's vacation period, and the employee would not have been scheduled to work the holiday, the employee will bank the holiday.

19.07

If a rotational employee is sick on a recognized holiday during scheduled work and is unable to return to their point of hire, the employee will receive the regular 12 hour straight time pay plus 12 hour straight time pay for the recognized holiday.

19.08

For a compressed work schedule employee that works a recognized holiday in addition to the employee's regular 160 hours, the employee is eligible for both the recognized holiday premium and the overtime premium.

ARTICLE 20 - VACATIONS

20.01 General

Subject to any laws or government regulations, vacations with pay are granted to employees annually, **and** employees will be expected to take vacations each year. It will not be permissible to waive vacations and draw overtime pay.

20.02 Eligibility and Length of Vacations

- (a) Employees will be granted a vacation with pay each calendar year, depending on length of service as follows:

<u>Service</u>	<u>Vacation</u>
- 1 year but less than 10 years	- 120 hours pay
- 10 years but less than 18 years	- 160 hours pay
- 18 years but less than 25 years	- 200 hours pay
- 25 years or more	- 240 hours pay

- (b) **Subject** to paragraph (a) above, new employees will have the **option** of taking forty (40) hours vacation after six (6) months service, with the remaining vacation being **taken** after the completion of one (1) year service and within the calendar year **in** which one (1) year service is attained. Thereafter, employees are eligible for their subsequent annual vacation effective January 1st of each year.

20.03 Definition of Service, for the Purpose of Vacation

Service, for the purpose of vacation, shall mean all time during which the employee has been employed by the Company, less any period of absence of more than thirty (30) consecutive calendar days duration except:

- (a) Leave of Absence for Military Service, provided the employee is reinstated in accordance with the Company's reinstatement policy.
- (b) Absences resulting from sickness or accident.
- (c) Parental leave of up to 35 weeks

20.04 Time of Vacations

- (a) Employees may express their preference for the timing and splitting of their vacation. Where possible, the employee's vacation requests will be granted, compatible with vacation schedules of other personnel in the decision unit and conducive to the efficient operation of the decision unit. In disputes involving scheduling of vacations, employee seniority will prevail.
- (b) An employee's vacation should be completed within the calendar year. Vacations may be postponed with advance written approval by the Operations Superintendent.
- (c) An employee who completes one year service during the latter part of a calendar year shall be granted a full vacation even though a part of such vacation extends into the next calendar year.

20.05 Vacation Pay

An employee will receive vacation pay either at the regular basic rate or in accordance with the Labour Standards Act and Regulations, whichever provides the greater amount.

20.06 Vacation Allowance on Termination

An employee will be **paid** a vacation allowance on termination in accordance with the Territorial Regulations or Company policy, whichever is greater.

20.07 Sickness or Accident

- (a) Where an employee becomes disabled as a result of sickness or accident prior to or during the employee's scheduled vacation period, the vacation may be postponed or considered as an absence due to sickness and excluded from the vacation, provided:

(i) *the period of disability qualifies under the Company's Disability Benefit Plan, and*

(ii) *the employer furnishes medical proof (must be a Doctor's certificate) that the disability occurred and prevented the employee from continuing the vacation.*

The employee must notify the Supervisor **as** soon as practically possible at the start and again at the end of the disability.

The Company **will** reschedule a qualified employee's postponed or interrupted vacation, or the remaining portion of it, as soon as may be mutually convenient to the Company **and** the employee.

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- (b) Where an employee becomes disabled as a result of sickness or accident before their vacation and continues to be disabled through the end of the year, vacation may be carried into the following year and taken during that year.

ARTICLE 21 - LEAVES OF ABSENCE

21.01 Witness and Jury Duty Leave

The Company will provide a paid leave of absence to an employee who is called for jury duty or is required to appear in a court as a witness under a subpoena. Any fees paid to the employee by the court will not be deducted from the amount paid by the Company.

If an employee is required to make a court appearance under circumstances other than as described above, the employee will be granted a leave of absence without pay provided a written request made in advance of the appearance is approved by the Supervisor.

21.02 Bereavement Leave

In the event of the death of a close family member of an employee, the Company will grant, upon request, paid leave of absence not to exceed three (3) working days, for the purpose of attending the funeral and, if necessary, making funeral arrangements. In the event extended travel is required, the Company will grant an additional two (2) days of paid leave.

A close family member is usually: a parent, grandparent, spouse (including common law), child, grandchild,

daughter/son-in-law, brother or sister, brother/sister-in-law and mother/father-in-law.

If an employee is involved in other duties associated with a family death every effort will be made to **accommodate** the employee's request for time off by granting a leave without pay or rescheduling vacation *subject to the* efficient operation of the decision unit.

The Company will reimburse up to the full fare economy airfare, to point of hire, for an employee and dependents for family bereavement purposes. Employees will use the airline's compassion travel rates. **Tax** arising from this taxable benefit will be the employee's responsibility.

ARTICLE 22 - HEALTH, SAFETY AND PROTECTIVE EQUIPMENT

22.01 Safety Programs

The Company may sponsor **and** administer various safety programs. Such programs will be discussed with the Norman Wells Safety, Health **and** Environmental Committee. The programs remain the responsibility **of** the Company.

22.02 Safety Clothing Reimbursements

The Company will contribute to the cost of appropriate clothing **and** safety equipment as follows:

- (a) Safety Footwear shall be provided as required on the following basis:
 - (i) *reimburse employees 100% for first \$80, 75% for any amount over \$80,*

-
- (ii) reimburse employees 100% for *footwear* repair costs.
 - (b) Prescription Protective Glasses shall be provided as required on the following basis:
 - (i) reimburse employees 100% for one or more pairs as required, for prescription safety lenses and CSA approved frames.
 - (c) The Company will supply appropriate clothing and safety equipment as follows:
 - (i) Fire Retardant Clothing - as appropriate *for* the job,
 - (ii) *standard non-prescription* safety glasses.
 - (iii) all other protective clothing *and* equipment as required by the Company
 - (d) The Company will supply an allowance of \$270 per employee per year to purchase appropriate work clothing. The Employee is responsible for any tax resulting from this provision.

22.03 Safety, Health and Industrial Relations Training Fund

The Company agrees to remit three (3) cents per hour for each full time employee's regular hours of work to a Safety, Health and Industrial Relations Training Fund of the Communications, Energy and Paperworkers Union on a quarterly basis.

The primary purpose of this fund will be to provide training to bargaining unit members of Imperial Oil, Norman Wells Operations.

The Union agrees that the training provided will be consistent with current Safety and Health programs endorsed by the Company.

The Union agrees to provide a fund audit as requested.

No additional costs will be borne by the company unless mutually agreed between the Company **and** the Union.

ARTICLE 23 - NORMAN WELLS EMPLOYEE ALLOWANCES
23.01

Norman Wells employees are eligible for allowances as specified in Appendix 'B' of this agreement.

Housing, and Cost of Living Allowances are paid on a per family basis, therefore if two (2) married or equivalent to married Imperial Oil employees **work** in Norman Wells, only one of the employees will be entitled to the allowances. The Isolation and Incentive allowances are paid to each employee.

ARTICLE 24 - PERSONAL TRANSPORTATION
24.01

Employees and their dependent family members who **are** residents of Norman Wells, are eligible for two (2) personal trips per year from Norman Wells to Edmonton, Alberta. Residents are defined as those who have a NWT mailing address and are covered by the NWT Health Care.

24.02

Employees working the Northern Rotational work schedule, and their dependent family members who are residents of the NWT, are eligible for two (2) personal trips from their point of hire to Edmonton, Alberta. Residents are defined as those who have a NWT mailing address and are covered by the NWT Health Care.

24.03

The Company will provide a cash payment equal to 95% of the full fare economy return airfare for those eligible employees and their dependent family members.

The payment will be paid in two (2) installments, one half on January 15 and one half on June 30. The value of the payment will be determined one month prior to the installment date based on Canadian North Airline pricing.

For dependents attaining the age of 2 or 12 between installment payments, the increased payment amount will be made in the installment prior to the dependent attaining the age of 2 or 12. Children under two years of age do not require an airline ticket to fly, therefore are not eligible for personal flights.

Cash payments will be paid as per approval received from Revenue Canada.

Employees will supply a written declaration indicating that the payment received will be used entirely for vacation travel.

Employees will be responsible for keeping all documentation required by Revenue Canada.

24.04

New or transferred employees will be eligible for the travel allowance as follows:

- (a) If the employee and family relocate on or before June 30th, they will be eligible for two (2) trips in that year.
- (b) If an employee **and** family relocate after June 30th, they will be eligible for one (1) trip for that calendar year.

24.05

Employees who transfer out of Norman Wells before March 31st will not be eligible for any personal trips in that calendar year. Employees who transfer out of Norman Wells on or before September 1st will have their eligibility for that year reduced to one trip per family member.

24.06

Travel allowance is paid on a per family basis, therefore if two (2) married or equivalent to married Imperial Oil employees work in Norman Wells, only one of the employees will be entitled to the allowance.

24.07 Vehicle Mileage

Vehicle mileage for personal vehicles used for Company business will be paid as per the Corporate Policy. Vehicle mileage for distances traveled North of the 60th parallel will be \$0.35 per kilometer.

24.08 Business Week

Employees living in Norman Wells are provided with five additional paid days, or 40 hours off to access southern goods and services which are not available in Norman Wells. It is expected employees will utilize these days for routine medical treatment not available in Norman Wells. The time off with pay must only be used during the qualifying year of residence and be scheduled by mutual agreement of employee and supervisor.

ARTICLE 25 - ROTATIONAL TRANSPORTATION

25.01

The Company will provide transportation for rotational employees to and from their deemed point of hire.

25.02 Plane Ticket Changes

The Company will be responsible for all costs of airfare changes due to business reasons to the employee's final destination.

25.03 Flyout Compensation

Flyout compensation is based on flytimes as well as some allowance for boarding and check-in and ground connection time. The employee will be paid according to the following:

<u>Destination</u>	<u>Compensation</u>
Edmonton	4 hrs.
Yellowknife	2 hrs.
Inuvik	2 hrs.
Fort Smith	6 hrs.
Hay River	5 hrs.
Fort Simpson	6 hrs.
Aklavik	4 hrs.
Fort McPherson	4 hrs.
Deline	1 hr.
Fort Good Hope	1 hr.
Fort Norman	1 hr.
Fort Providence	3 hrs.

25.04 Delayed or Canceled Flights

- (a) If a flight coming into Norman Wells is canceled until a subsequent day, the employees who were scheduled to arrive in Norman Wells will be paid for the day or days as if they **had** worked to a maximum of 12 hours straight time pay, keeping the employees pay whole.
- (b) If a flight coming into Norman Wells is delayed and the time delay exceeds the allowable amount of flytime compensation listed in clause 25.03, shift workers who are going on to nights will be paid for the actual amount of time that the flight is delayed (i.e. If a flight is delayed at the Edmonton airport for five hours then the employee will be paid for the five hours plus the flytime compensation listed in clause 25.03). The maximum flytime can accumulate to 12 hours.

-
- (c) If a flight coming into Norman Wells is delayed, but arrives on the Same workday, to the point that the compressed day worker shift ends prior to the flight arrival, the employee will be paid overtime for all hours **in** excess of the regular shift.
- (d) If a flight leaving Norman Wells is canceled or delayed, the employee will be allowed to **do** available work until the flight out. All work due to canceled or delayed flights out will be at overtime rates providing the employee has accumulated 160 hours in the current work cycle.

ARTICLE 26 - MEDICAL TRANSPORTATION

26.01

Emergency travel, for all employees, spouses or dependants who may require medivac **on** a scheduled airline or emergency charter will be paid for by the Company in the event funding is not available from other sources.

26.02

The Company has a Medical Travel Policy available to employees and immediate family dependents living in the NWT to access non-elective medical treatment that is not available locally. Details of the medical policy are available from the local Human Resources Advisor.

26.03

Changes to the Medical Travel Policy will be reviewed with the Union to explain reasons for changes prior to implementation.

26.04

In cases where the patient is a child requiring accompaniment, the Company will pay the airfare for both the child **and** an accompanying parent or guardian.

26.05

For maternity delivery trips, the Company will pay for the travel of the employee, spouse **and** children to the center chosen for delivery, **up** to the equivalent cost **of** economy air travel to the employee's point of hire. The travel costs **of** the husband's and children's maternity trip will be taxable benefits to the employee; any tax arising from this taxable benefit will be the employee's responsibility.

26.06

Employees or dependents will be reimbursed for out of pocket expenses, supported by receipts, up to the amount of \$200.00 per day plus \$15 per day for each additional person traveling as a patient or escort anywhere in the Northwest Territories for a maximum period of four days. The employee will be reimbursed for such things as meals and hotels where they receive outpatient care or are admitted to a medical or dental center. For treatment etc. in the south, the reimbursable amount is \$150.00 per day plus \$15 per day for each additional person travelling as a patient or escort for a maximum period of four days. If the patient is able to travel in a period less than four days, then it is expected the flights will be booked **and** travel costs will be charged accordingly.

ARTICLE 27 - TRADES APPRENTICESHIP

27.01

The Trades Apprenticeship Program is provided to train and develop qualified Tradesmen to meet the requirements of the Norman Wells Operation.

27.02

The Program will cover those Trades as designated from time to time by the Company to carry out present and future maintenance repairs for the Norman Wells Area. The Trades now recognized for apprenticeship are:

- (A) Electrical
- (B) Instrumentation
- (C) Millwright

27.03

The number of apprentices in any Trade shall be at the discretion of the Company. As openings occur, selections to enter the program will be made from among interested existing bargaining unit employees. In selecting employees for apprenticeship, preference will be given to Aboriginal employees providing they meet minimum qualifications as outlined in the apprenticeship posting, including successful completion of entrance exams. In the event of more than one employee expressing interest, seniority shall be the deciding factor. All apprenticeship openings will be posted as per Article 10 of this agreement.

27.04

The training syllabus for each Trade shall be in accordance with and prescribed by the Apprenticeship

and Trades Certification Act. While credits of one or **more** years may be granted in special situations by Apprenticeship and Trade Certification Board, employees will normally enter the Program at the first year apprenticeship level as indicated in the Trades Progression Schedule.

27.05

Existing employees whose current wage is below the journeyman rate will have their current pay level kept whole and will receive wage adjustments until such time when the apprenticeship pay rate achieved exceeds their current pay.

Existing employees, whose current wage is at or above the journeyman rate, will receive the journeyman rate and applicable wage adjustments until such time the employee completes the apprenticeship program.

Existing employees apprenticing to attain a second journeyman ticket, whose current wage is at the journeyman rate, will have their pay maintained at the journeyman rate and will receive wage adjustments until **such** time the employee completes the apprenticeship program. Upon successful completion of the program, the employee's rate will be adjusted to the applicable dual ticket rate.

Existing employees apprenticing to attain a second journeyman ticket, whose current wage is at or above the dual ticket rate, will receive the dual ticket rate and applicable wage adjustments until such time the employee completes the second apprenticeship program.

27.06

Apprenticeship Progression shall be in accordance with the applicable Trades Progression Schedule shown in Appendix 'C'. Pay increases will be adjusted when notice of successful completion from the Apprenticeship Branch is received and retroactive to the month in which the examination was written. If an employee is unable to attend Apprenticeship Training School, through no fault of the employee and has completed all other requirements of progression, the employee will receive the normal progression increase as set out in Appendix 'C'. No employee will progress more than one level above the apprenticeship training requirement.

27.07 Apprenticeship Program Assistance

- (a) Employees who must relocate more than 50 km from their normal place of residence will receive:
 - (i) return air transportation *at lowest available fare* from Norman Wells to the location where the training will occur
 - (ii) *flat rate of \$225.00 per week "living allowance" for all expenses. Payable in advance x number of weeks.*
 - (iii) for school terms of six weeks or more, one visitation flight will *be* provided. The employee will *be* reimbursed for the lowest excursion *airfare available at that time.*
- (b) All apprenticing employees will be reimbursed:
 - (i) *costs* incurred for course related material (*book,*

tuition and school supplies), supported by receipts;
(ii) \$.5 per day for parking and transportation.

27.08

Employees must **apply** for any applicable assistance programs and remit any such assistance to the Company. The Company will ensure that the employee is not liable for any additional **tax** because of the Assistance.

27.09

The Company agrees to keep all employee wages, allowances, and benefits whole **while** the employee is attending school.

ARTICLE28 - TRAINING FOR NWT POWER ENGINEERING CERTIFICATION

28.01

The Power Engineering Program is provided to train and develop bargaining unit employees of the Norman Wells Operations.

28.02

The program will support employees acquiring Power Engineering Certificates for 5th, 4th, 3rd, 2nd and 1st class designation. Employees must obtain prior agreement from the Company to enter the Power Engineering Certification Program. Employees must satisfy the minimum educational requirements to enter the Power Engineering Certification Program. The Company will reimburse upgrading course costs for employees who **lack** the minimum education requirements. The employee is

expected to complete upgrading without additional compensation.

28.03

The Company will permit operation employees to use their spare time when on shift to do the correspondence programs for their certificates. Training programs will be tailored to meet individual needs.

28.04

Reference books for use by employees, as mutually agreed to by the Company and the Union, will be maintained by the CPF Chief Engineer. The Company will pay for approved course fees and will supply related materials (books and reasonable school supplies). Reference and textbook lists will be updated periodically by the Company and the Union to reflect changes in the Power Engineering Certification Programs.

28.05 Power Engineering Exams

A tentative schedule will be set up with the Boilers Branch in Inuvik, to indicate as far in advance as possible when the examiner will be in Norman Wells to preside over the writing of Power Engineering **Exams**.

Normally all efforts will be made to write Power Engineer Exams in Norman Wells. Provisions to write exams in Yellowknife or Inuvik can be made at the discretion of the employees immediate supervisor **and** the area's Chief Engineer. If an employee is allowed to write **an** exam in Yellowknife or Inuvik the following will apply:

(i) First Attempt

Applicable wages **will** be paid, expenses such as hotels, meals, incidentals, ground transportation, airfare, and examination fees will all be paid by the Company. Writing for rotational employees will take place at the beginning or end of their scheduled two week shift.

(ii) Second Attempt

If a paper is being rewritten (due to failing) **all** that will be paid for by the Company are hotels, meals, incidentals, ground transportation **and** airfare. Individuals doing a rewrite will **do** so on their own time, immediately before or after their regular shifts.

(iii) Subsequent Attempts

Should the employee be required to rewrite the examination more than twice only the cost of the airfare will be paid by the Company. All other costs will be at the employees own expense and on their own time.

28.06 Certificate Renewal

Employee's will be reimbursed for costs associated with maintaining a current NWT Power Engineering Certificate.

ARTICLE 29 - FIXED TERM ASSIGNMENTS

29.01

Fixed term assignments will be managed as per Appendix 'D'

29.02 Long Term Storage

The employee may elect to store one personal vehicle (car or light truck) for up to the full duration of the employee's fixed term assignment at a storage facility (determined by the Company) at Company expense.

At the time of relocation, an employee may choose to store their personal household effects in a storage facility (as determined by the Company) for the duration of the fixed term assignment at Company expense. Access to personal effects during the term of storage will be at the employee's expense.

29.03

In the event an employee moves from fixed term to non-fixed term hire status, any items in long term storage (as per Article 29.02) will be shipped to Norman Wells by barge or winter road at Company expense.

29.04

If an employee is severed at the end of their fixed term assignment the following will apply:

- (a) severance as per 12.06
- (b) the Company will ship the employee's household belongings and one recreational vehicle back to the employee's point of hire as per Article 29.05.
- (c) employee and dependent family members will be flown back to their point of hire at Company expense

29.05

The following shipping restrictions will apply for Norman Wells relocations:

(a) Personal Effects:

- 7000 lbs basic household amount
- + 2000 lbs for each adult family member
- + 1000 lbs for each dependent child

nb. within these weight guidelines, food products will be limited to a maximum weight of 500 lbs. There will be no special shipping arrangements made available for these articles such as freezer or **heated** compartments.

(b) Recreational Vehicle:

1000 lbs actual weight or the equivalent cubed weight depending on how the transportation company determines the weight for billing purposes.

(c) If an employee elected to ship a personal vehicle to Norman Wells at the time of relocation, the shipping costs of this vehicle (in and out) would be paid by the Company. If the employee chooses this option the provisions of vehicle storage (as per 29.02) would not apply.

(d) If a fixed term employee never elects to utilize provisions of 29.05 (c) or the personal vehicle storage provision of 29.02, the Company will pay the shipping costs of one personal vehicle at the time of relocation out of Norman Wells to the employee's point of hire.

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- (e) All transportation of employees effects will be via barge or winter road.
 - (f) At the time of relocation, up to 200 lbs of frozen food will be shipped to Norman Wells (air freight if required)

ARTICLE30- AGREEMENT RENEWAL

30.01

- (a) This Agreement, unless amended by the parties in writing, will be in effect from February 1, 2001 to January 31, 2004.
- (b) If either party wishes to propose amendment(s) to this agreement, they will notify the other party in writing not less than thirty (30)days and not more than one hundred and twenty (120) days prior to expiration of this agreement.
- (c) The parties will meet at a mutually agreed date for the purpose of exchanging amendments to the agreement.
- (d) Where notice to negotiate amendment(s) for a new agreement has been given, then this agreement will continue in force and effect until the Union and employees are in a position to lawfully strike or the Company is in a position to lawfully lock-out.
- (e) Any portion of this agreement may be amended by the Company and the Union at anytime provided that both parties agree.

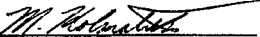
(f) If notice is *not* given by either **party** as described above, this agreement shall be renewed for a period of one year, and shall remain in effect from year to year until either **party** proposes amendments as described above.

Dated this 13th day of September, 2001.

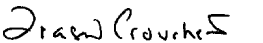
**FOR
IMPERIAL OIL RESOURCES
NORMAN WELLS
PRODUCTION OPERATIONS**




D.J. Anderson



M.J. Kolmatiski



F.J. Croucher




R.J. MacPherson


**COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA,
LOCAL 777**



K. Kleinwachter




A.J. Purkiss



B.M. Beyak



B.A. Moffett



B. Tamboline

Appendix 'A' (cont'd)
 IMPERIAL OIL RESOURCES
 NORMAN WELLS OPERATIONS
 BASIC WAGE RATES (Effective January 1, 2002)

Level	Plant		Field		Trades	
	Hourly Rates (\$)	Monthly Rates (\$)	Hourly Rates (\$)	Monthly Rates (\$)	Hourly Rates (\$)	Monthly Rates (\$)
Level H	34.02	5,919	34.02	5,919	34.02	5,919
Level G	32.39	5,636	31.42	5,467	32.34	5,627
Level F	—	—	—	—	32.03	5,573●
Level F	29.81	5,187	29.81	5,187	30.54	5,314
Level E	28.30	4,924	28.30	4,924	28.30	4,924
Level D	26.62	4,632	26.62	4,632	26.62	4,632
Level C	24.93	4,338	24.93	4,338	24.93	4,338
Level B	23.27	4,049	23.27	4,049	23.27	4,049
Level A	22.09	3,844	22.09	3,844	22.09	3,844

NOTE:

- 1. Dual Ticketed Instrument/Electrical Trades rate.
- 2. Boat Captains will be paid \$5,319.00 per month (\$30.57/hr).
- 3. Steam Bonus: steam ticket premiums will be paid as follows on a monthly basis to those employees who have successfully obtained and maintain the tickets:

1st Class = \$295.00	4th Class = \$ 36.00
2nd Class = \$172.00	5th Class = \$ 10.00
3rd Class = \$ 88.00	

Any cost associated with maintaining valid steam tickets will be born by the Company.

Appendix 'A'(cont'd)
IMPERIAL OIL RESOURCES
NORMAN WELLS OPERATIONS
BASIC WAGE RATES (Effective January 1, 2002)

Appendix A (cont'd)
IMPERIAL OIL RESOURCES
NORMAN WELLS OPERATIONS
BASIC WAGE RATES (Effective January 1, 2003)

Appendix 'B'
 NORMAN WELLS EMPLOYEE ALLOWANCES
 (Effective February 1, 2001)

The Company will provide to employees, the following monthly allowances:

Hired in Norman Wells Allowances	Family	Single
Housing Allowance *	\$830	\$754
Isolation Allowance	\$426	\$426
Utility Allowance *	\$373	\$373
Personal Flights to Edmonton (Article 24)	Two flights per year per family member	Two flights per year
Incentive Allowance	7.5% of annual regular earnings	7.5% of annual regular earnings

Transferred In Allowances	Family	Single
Company Accommodation***	House Provided (utilities included)	Apartment or House Provided (utilities included)
Isolation Allowance	\$426	\$426
Cost of Living Allowance	\$608	\$365
Personal Flights to Edmonton (Article 24)	Two flights per year per family member	Two flights per year
Vehicle ****	Truck Supplied (approx. \$625 Taxable Benefit)	Truck Supplied (approx. \$625 Taxable Benefit)
Incentive Allowance	7.5% of annual regular earnings	7.5% of annual regular earnings

Appendix 'B' (cont'd)
 NORMAN WELLS EMPLOYEE ALLOWANCES
 (Effective February 1, 2001)

	Nouthern Transition Rotational	Southern Transition Rotational	
	Family	Single	All
Housing Allowance	\$691	\$630	N/A
Isolation Allowance	\$426	\$426	\$426
Cost of Living Allowance	\$426	\$216	N/A
Company Accommodation	Camp Accommodation Provided by Company	Camp Accommodation Provided by Company	Camp Accommodation Provided by Company
Personal Flights to Edmonton (Article 24)	Two flights per year per family member	Two flights per year	N/A
Rotational Flights from Point of Hire	Provided by Company	Provided by Company	Provided by Company

- * Housing/Utility Allowance will be paid to employees provided they are NOT living in company supplied accommodation
 - ** Vehicle Allowance will be paid to employees provided they are NOT driving a company supplied vehicle
 - *** The 2000 taxable benefit was \$844/month for a company provided house and \$519/month for a company provided apartment. These numbers will be adjusted yearly by Revenue Canada.
 - **** Vehicle taxable benefit varies with vehicle lease costs and amount of personal mileage, formula set by Revenue Canada
- NOTE: Employees are responsible to pay the tax associated with any allowance.

Appendix 'B' (cont'd)
NORMAN WELLS EMPLOYEE ALLOWANCES
 [Effective January 1,2002]

The Company will provide to employees, the following monthly allowances:

Hired in Norman Wells Allowances	Family	Single
Housing Allowance *	\$847	\$770
Cost of Living Allowance	\$621	\$373
Utility Allowance *	\$381	\$381
Edmonton (Article 24)	per family member	per year
Vehicle Allowance **	\$261	\$261
Incentive Allowance	7.5% of annual regular earnings	7.5% of annual regular earnings

Transferred In Allowances	Family	Single
Company Accommodation ***	House Provided (utilities included)	Apartment or House Provided (utilities included)
Isolation Allowance	\$435	\$435
Cost of Living Allowance	\$621	\$373
Personal Flights to Edmonton (Article 24)	Two flights per year per family member	Two flights per year
Vehicle ****	Truck Supplied (approx \$625 Taxable Benefit)	Truck Supplied (approx \$625 Taxable Benefit)
Incentive Allowance	7.5% of annual regular earnings	7.5% of annual regular earnings

Appendix 'B' (cont'd)
NORMAN WELLS EMPLOYEE ALLOWANCES
 (Effective January 1, 2002)

	Northern Transition Rotational		Southern Transition Rotational
	Family	Single	All
Housing Allowance	\$705	\$643	N/A
Isolation Allowance	\$435	\$435	\$435
Cost of Living Allowance	\$435	\$221	
Company Accommodation	Camp Accommodation Provided by Company	Camp Accommodation Provided by Company	Accommodation Provided by Company
Personal Flights to Edmonton [Article 24]	Two flights per year per family member	Two flights per year	N/A
Rotational Flights from Point of Hire	Provided by Company	Provided by Company	Provided by Company

- * Housing/Utility Allowance will be paid to employees provided they are NOT living in company supplied accommodation
 - ** Vehicle Allowance will be paid to employees provided they are NOT driving a company supplied vehicle
 - *** The 2000 taxable benefit was \$844/month for a company provided house and \$519/month for a company provided apartment. These numbers will be adjusted yearly by Revenue Canada.
 - **** Vehicle taxable benefit varies with vehicle lease costs and amount of personal mileage, formula set by Revenue Canada
- NOTE: Employees are responsible to pay the tax associated with any allowance.

Appendix 'B' (cont'd)
NORMAN WELLS EMPLOYEE ALLOWANCES
 (Effective January 1, 2003)

The Company will provide to employees, the following monthly allowances:

Hired in Norman Wells Allowances	Family	Single
Housing Allowance *	\$864	\$786
Isolation Allowance	\$444	\$444
Cost of Living Allowance	\$634	\$381
Utility Allowance *	\$389	\$389
Personal Flights to Edmonton (Article 24)	Two flights per year per family member	Two flights per year
Vehicle Allowance **	\$267	\$267
Incentive Allowance	7.5% of annual regular earnings	7.5% of annual regular earnings

Transferred In Allowances	Family	Single
Company Accommodation ***	House Provided (utilities included)	Apartment or House Provided (utilities included)
Isolation Allowance	\$444	\$444
Cost of Living Allowance	\$634	\$381
Personal Flights to Edmonton (Article 24)	Two flights per year per family member	Two flights per year
Vehicle ****	Truck Supplied (approx. \$625 Taxable Benefit)	Truck Supplied (approx. \$625 Taxable Benefit)
Incentive Allowance	7.5% of annual regular earnings	7.5% of annual regular earnings

Appendix 'B' (cont'd)
NORMAN WELLS EMPLOYEE ALLOWANCES
 (Effective January 1, 2003)

	Northern Transition Rotational		Southern Transition Rotational
	Family	Single	All
Housing Allowance	\$720	\$656	N/A
Isolation Allowance	\$444	\$444	\$444
Cost of Living Allowance	\$444	\$226	N/A
Company Accommodation	Camp Accommodation Provided by Company	Camp Accommodation Provided by Company	Camp Accommodation Provided by Company
Personal Flights to Edmonton (Article 24)	Two flights per year per family member	Two flights per year	N/A
Rotational Flights from Point of Hire	Provided by Company	Provided by Company	Provided by Company

- * Housing/Utility Allowance will be paid to employees provided they are NOT living in company supplied accommodation
 - ** Vehicle Allowance will be paid to employees provided they are NOT driving a company supplied vehicle
 - *** The 2000 taxable benefit was \$844/month for a company provided house and \$519/month for a company provided apartment. These numbers *will* be adjusted yearly by Revenue Canada.
 - **** Vehicle taxable benefit varies with vehicle lease costs and amount of personal mileage, formula set by Revenue Canada
- NOTE: Employees are responsible to pay the tax associated with any allowance.

Appendix 'C'
WAGE EMPLOYEE PROGRESSIONSCHEDULE

To progress and maintain wage levels, all employees are expected to meet the regulatory and competency based training requirements for their particular job. Competency based training verifies the employee's capability to do job specific tasks.

TRADES PROGRESSION TABLE:

Trades level	Minimum Years of Experience	Successfully Completed Training
A	0	N/A
B	1	N/A
C	2	First Year Apprenticeship
D	3	Second Year Apprenticeship
E	4	Third Year Apprenticeship
F	5	Journeyman
Dual Ticket	6	Journeyman (Electrical/Instrumentation)
G	Promotional	

Appendix 'C' (cont'd)
WAGE EMPLOYEE PROGRESSION SCHEDULE

CENTRAL PROCESSING FACILITY OPERATIONS PROGRESSION TABLE:

Plant Level	Minimum Years of Experience	Successfully Completed Regulatory Training	Self Directed Training
A	0	N/A	—
B	1	—	Complete all required priority training and minimum check-outs for a Phase
C	2	4th Class Steam Part 'A'	Complete minimum check-outs for remaining Phase
D	3	4th Class Steam Part 'B'	Complete all training check-outs for both Phases
E	4	4th Class Steam	GPO Level 1
F	5	4th Class Steam	GPO Level 2
G	Promotional	4th Class Steam	GPO Level 3 and Steps of Operation for Control Room
H	Promotional	3rd Class Steam	—

Appendix 'C' (cont'd)
WAGE EMPLOYEE PROGRESSION SCHEDULE

FIELD OPERATIONS PROGRESSION TABLE

Field Level	Minimum Years of Experience	Self Directed Training
A	0	
B	1	Complete all required priority training and minimum check-outs for all field steps of operation
C	2	Satisfactory progress on steps of operation
D	3	Complete all training check-outs for field steps of operation
E	4	One of GPO Level 1, or 4th Class Steam Certification
F	Promotional	---
Boat Captain	Specialty Role	Master of Minor Waters
G	Promotional	---
H	Promotional	---

Appendix 'C' (cont'd)
WAGE EMPLOYEE PROGRESSION SCHEDULE

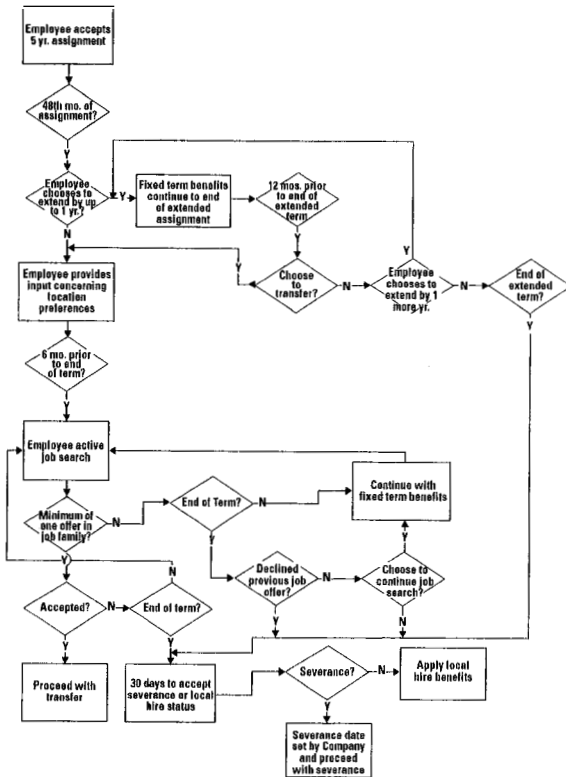
LISTING OF PROMOTIONAL JOBS EFFECTIVE FEBRUARY 1, 2001

Field	Trades	Plant
Team leader (H)	Measurement Coordinator (G)	Team Leader (H)
Maintenance Planner (G)	CPF Systems Specialist (G)	Control Room Operator (G)
Well Optimization Specialist (G)	Field System Specialist (G)	Operations Sponsor (G)
Well Services Coordinator (G)	Field Electrician (G)	
Field Maintenance (F)	Plant Electrician (G)	
Operations Sponsor (F)		

NOTE 1: Changing business needs may require the addition, deletion or re-evaluation of these roles as provided for in this agreement.

- NOTE 2:
- Minimum time may be reduced by six months if all training requirements are met.
 - The Company may honor certain qualifications as 'equivalent' to required training.
 - In order to progress to a level, all required training and experience must be met for that level.

Appendix 'D'
NORMANWELLS OPERATIONS
FIXED TERM ASSIGNMENT PROCESS



Appendix 'D' (cont'd)
NORMAN WELLS OPERATIONS
FIXED TERM ASSIGNMENT PROCESS

NOTE:

**1. FUTURE EMPLOYMENT OFFERS FOR EMPLOYEES RECEIVING
"TRANSFERRED IN ALLOWANCES"**

With regard to future employment offers for employees receiving 'transferred in allowances', there is a distinction as explained below:

- Existing IOL career employees who transfer to Norman Wells on fixed term assignments will continue to be given an offer of a position after the completion of the five year fixed term as described in Appendix D - Norman Wells Operations Fixed Term Assignment Process of the current collective agreement. These individuals will continue to be eligible for all of the provisions in the current Norman Wells collective agreement that apply to fixed term employees.
- A newly hired individual who moves to Norman Wells at the time of acceptance of an offer of employment with the Company is not considered to be on a fixed term assignment. If in the future, the employee requests a move to another location, the Company will attempt to transfer the employee on a "best efforts" basis.

2. FIXED TERM EXTENSIONS

- At twelve (12) months prior to the end of an employee's fixed term extension, and if mutually agreeable, an additional one year extension of the fixed term assignment will be granted.

The availability of skills/experience in the region will be one of the factors considered by the company in its decision to extend a fixed term assignment on a yearly basis.

Appendix 'E-I'
GRIEVANCE FORM
for Individual Grievances
Communications, Energy and Paperworkers Union of Canada,
local 777, Imperial Oil Unit

Grievance Number: GR _____

To _____ Date _____
(Supervisor)

From _____ Decision Unit _____
(Employee or Union)

Step 1

Specific Occurrence and Nature of Grievance

Relief Sought or Adjustment Desired

Article(s) of Collective Agreement Violated and any other clause or act which may be found to apply

(Grievor's Signature) (For the Union)

Date Received _____ **Date Answered** _____

Supervisor's Reply

(Supervisor's Signature)

Appendix 'E-1' (cont'd)
GRIEVANCE FORM

Communications, Energy and Paperworkers Union of Canada,
Local 777, Imperial Oil Unit

Grievance Number: GR _____

Step 2

TO _____ Date _____
(Operations Superintendent)

From _____
(Signature of Employee or Union)

The Supervisor's decision is hereby appealed.

Date Received _____ Date Answered _____

Operations Superintendent's Reply

(Operations Superintendent Signature)

Copies to. **Step 1** **Step 2**
 Employee Employee
 Supervisor Operations Superintendent
 Chief Steward Chief Steward
 Unit President Unit President

**Appendix 'E-2
GRIEVANCE FORM**
for Union or Company Grievances
(NOTE: Use Collective Agreement Appendix 'E-1' form for individual grievances)
**Communications, Energy and Paperworkers Union of Canada,
local 777, Imperial Oil Unit**

Grievance Number: GR _____

From _____ **Decision Unit** _____

Specific Occurrence and Nature of Grievance

Relief Sought or Adjustment Desired

Article(s) of Collective Agreement Violated and any other clause or act which may be found to apply

Signed by _____ **for (the Union/the Company)** _____ **Date** _____

Date Received _____ **Date Answered** _____

Reply for _____
(the Union/the Company)

Signed by _____ **for (the Union/the Company)** _____ **Date** _____

Copies to: **Grievance** **Reply** **Chief Steward** **77**
 Unit President Unit President
 Operations Superintendent Operations Superintendent

