

COLLECTIVE AGREEMENT

between

THE UNION OF NORTHERN WORKERS

and

THEBACHA FORESTRY CO.

Effective: January 1, 1999
Expires: December 31, 2000

The Union of Northern Workers
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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 pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.

1.02 The parties to this Agreement share a desire to improve the quality, to promote well-being and increase the productivity of the employees. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

1.03 It is understood and agreed by the Employer, employees and the union that the minimum standards for employment as a Fire Fighter, Crew Boss, Tower Person, and supervisor are the standards set out by Canadian Interagency Forest Fire Fighting Centre (C.I.F.F.C.)

ARTICLE 2 INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) "Agreement" and "Collective Agreement" means this Collective Agreement.
- (b) "Alliance" means the Public Service Alliance of Canada.
- (c) "Allowance" means compensation payable to an employee in addition to the regular remuneration payable for the performance of the duties of his position.
- (d) "Bargaining Unit" means all employees of Thebacha Forestry Co. except the Manager, Office Manager.
- (e) "Casual employee" means a person employed by the Employer for work on a short term basis to fulfil a specific short term need.
- (f) A "common-law spouse" relationship is said to exist when, for a continuous period of at least one (1) year, an employee has lived with a person, publicly represented that person to be their spouse, and lives and intends to continue to live with that spouse as if that person were their spouse.
- (g) "Compensatory Leave" means the equivalent leave with pay taken in lieu of cash payment.

(h) Continuous Employment

(i) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer.

(ii) With reference to re-appointment of a lay-off his employment in the position held by him at the time he was laid off, and his employment in the position to which he is appointed shall constitute continuous employment.

(iii) Where an employee other than a casual ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three (3) months, his periods of employment for purposes of sick leave, and vacation leave shall be considered as continuous employment.

(i) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence.

(j) "Demotion" means the appointment of an employee to another position for which the maximum pay is less than that of his former position.

(k) "Dependant" means a person residing with the employee who is:

(i) that employee's spouse (including common-law);

(ii) child, including step-child and adopted child who:

(A) is under nineteen (19) years of age and dependent upon him/her for support; or

(B) being under twenty-one (21) years of age and dependent upon him/her by reason of full-time attendance at an educational institution; or

(C) who is wholly dependent upon him/her for support by reason of mental or physical infirmity.

(l) "Employee" means a member of the bargaining unit.

(m) "Employer" means Thebacha Forestry Co.

(n) "Fiscal Year" means the period of time from January 1 in one year, to December 31 in the same year.

(o) "Grievance" means a complaint in writing that an employee, group of employees, or the Union submits to management, to be processed through the grievance procedure.

(p) "Headquarters" means Ft. Smith.

(q) "Holiday" means the twenty-four (24) hour period commencing at 12:01 A.M. of a day designated as a paid holiday in this Agreement.

(r) "Leave of Absence" means absence from duty with the Employer's written permission.

(s) "Manager" means the Manager.

(t) "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 any initiation fee, or insurance premium.

(u) "Overtime" means work performed by an employee in excess of or outside of his regularly scheduled hours of work.

(v) "Permanent Lay-Off" means an employee whose employment has been terminated because of lack of work, or lack of funding.

(w) "Probation" means a period of twelve (12) months from the day upon which an employee is first appointed or a period of twelve (12) months after an employee has been transferred or promoted from within.

(x) "Promotion" means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his former position by at least:

(i) the minimum increment in the new position; or

(ii) four percent (4%) of the maximum rate of pay of the former position where the new position has only one rate of pay.

(y) "Representative" means an employee who has been elected or appointed as a steward or who represents the Union at meetings with management and who is authorized to represent the Union.

(z) "Temporary employee" means an employee who is employed for a period not in excess of three (3) months. Temporary employees shall not be utilized to the extent that it prohibits the hiring of permanent employees.

(aa) "Transfer" means the appointment of an employee to another position, that does not constitute a promotion or demotion.

(bb) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 A.M. on Monday and terminate at midnight on Sunday.

(cc) "Union" means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.

(dd) "Year" shall mean two fire seasons, except as expressly stated otherwise.

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the Interpretation Act, but not defined elsewhere in this Agreement have the same meaning as given to them in the Interpretation Act.

2.03 Where the masculine gender is used, it shall be considered to include the female gender and vice-versa unless any provision of this Agreement otherwise specifies.

2.04 "May" shall be regarded as permissive and "Shall" and "Will" as imperative.

ARTICLE 3 **RECOGNITION**

3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit.

3.02 The Employer agrees to advise prospective employees that Thebacha Forestry Co. is a Union shop.

Discrimination

3.03 The Employer and the Union agree that there shall be no discrimination, interference, restriction, harassment or coercion exercised or practiced with respect to any employee by reason of age, sex, race, creed, colour, national or ethnic origin, marital status, family status, sexual orientation, disability, conviction for which a pardon has been granted, political or religious affiliation, by reason of Union membership or activity, nor by exercising their rights under the Collective Agreement.

3.04 The Employer shall make every reasonable effort to find alternate employment within its employ for an employee who becomes unable to carry out his normal work functions as a result of a physical or mental disability.

3.05 Affirmative Action programmes implemented by the Employer will not be deemed to be discriminatory.

ARTICLE 4 **APPLICATION**

4.01 The provisions of this Agreement apply to the Union, the employees, and the Employer.

4.02 Temporary and casual employees shall be entitled to the benefits provided under this Agreement in the same proportion as their weekly hours of work compare to the standard work week.

4.03 The Union and the Employer will share equally in the agreed costs associated with the printing and distribution of the Collective Agreement. The Union will facilitate said printing and distribution.

ARTICLE 5 **FUTURE LEGISLATION**

5.01 In the event that any law passed by Parliament, or the Northwest Territories Legislative Assembly renders null and void or alters 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 Collective Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision.

5.02 Conflict of Provisions

Where there is any conflict between the provisions of this Agreement and any regulation, direction or other instrument dealing with terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail.

ARTICLE 6 **STRIKES AND LOCKOUTS**

6.01 There shall be no lockout by the Employer and no strike by any employee or employees during the term of this Collective Agreement.

ARTICLE 7 **MANAGERIAL RESPONSIBILITIES**

7.01 Managerial responsibilities or decisions will be carried out or made in a manner that is just, reasonable and non-discriminatory.

7.02 The Union recognizes that it is the right of the Employer to exercise the regular and customary functions of management.

ARTICLE 8 **EMPLOYER DIRECTIVES**

8.01 The Employer shall provide the Union with a copy of all personnel directives.

ARTICLE 9 UNION ACCESS TO EMPLOYER PREMISES

9.01 Upon reasonable notification, the Employer shall permit access to its work premises of an accredited Representative of the Union.

ARTICLE 10 APPOINTMENT OF REPRESENTATIVES

10.01 The Employer acknowledges the right of the Union to appoint employees as Representatives. The Union will advise the Employer verbally as soon as possible following the above-mentioned appointment, and in writing of the names of all Representatives within fourteen (14) days of their appointment.

ARTICLE 11 TIME-OFF FOR UNION BUSINESS

11.01 The parties to this Agreement agree that the scheduling of the events contained in this Article will be done in consideration of the operational requirements of the forest fire fighting operation during the fire season. The granting of requests under this Article will therefore be done in view of operational requirements with at least fourteen (14) days advance written notice, excepting 11.05, which shall accompany all requests made under this Article.

11.02 Arbitration Hearings (Disputes)

(1) The Employer shall grant leave without pay to one (1) employee representing the Union before a Conciliation or Arbitration hearing.

(2) Employee called as a Witness

The Employer shall grant leave without pay to an employee called as a witness before an Arbitration hearing.

11.03 Arbitration Hearing (Grievance)

(1) The Employer shall grant leave without pay to an employee who is a party to the grievance which is before an Arbitration Board, to attend the Arbitration hearing.

(2) Employee who acts as a Representative

The Employer shall grant leave without pay to the Representative of an employee who is a party to the grievance to attend the Arbitration hearing.

(3) Employee called as a Witness

The Employer shall grant leave without pay to a witness called by an employee who is a party to the grievance to attend the Arbitration hearing.

11.04 Contract Negotiations Meetings

The Employer shall grant leave without pay for two (2) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

11.05 Meetings Between Employee Organizations and Management

The Employer shall grant time-off with pay to a maximum of two (2) employees who are meeting with management on behalf of the Union.

11.06 Executive Council Meetings, Congress and Conventions

The Employer shall grant reasonable leave without pay to one (1) employee to attend executive council meetings and conventions of the Alliance, the Union of Northern Workers, the Canadian Labour Congress and the N.W.T. Federation of Labour.

11.07 Representatives Training Course

The Employer shall grant reasonable leave without pay to a maximum of one (1) employee who has been appointed as a Representative on behalf of the Union to undertake training related to the duties of a Representative.

11.08 Leave for the UNW President/Regional Vice-President

(1) An employee elected as President/Regional Vice-President of the Union of Northern Workers shall be granted leave of absence for the term of office.

(2) The President/Regional Vice-President shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.

(3) Upon termination of his leave of absence the President/Regional Vice-President shall be offered as a minimum the position he held with the Employer before he commenced the leave of absence subject to the requirements of the position as specified in clause 1.03.

(4) Notwithstanding clause 11.08(3), the Employer may make an offer of employment to the President/Regional Vice-President to a position inside the Bargaining Unit should the President/Regional Vice-President bid on a competition and be the successful candidate.

ARTICLE 12 **CHECK OFF**

12.01 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 Fees from the pay of all employees in the Bargaining Unit.

12.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.

12.03 For the purpose of applying clause 12.01, deductions from pay for each employee will occur on a biweekly basis and will apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any biweekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.

12.04 From the date of signing and for the duration of this Agreement no employee organization, other than the Union, shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.

12.05 The amounts deducted in accordance with clause 12.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.

12.06 The Employer may make deductions for other purposes upon the request of the employee.

12.07 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.

12.08 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.

ARTICLE 13 INFORMATION

13.01 The Employer agrees to provide the Union on an annual basis, with information concerning the identification of each member in the Bargaining Unit. This information shall include the name, location, job classification of all employees in the Bargaining Unit.

The Employer shall indicate which employees have been hired or transferred and those employees whose employment has been terminated during the period reported.

13.02 The Employer shall provide each Employee with a copy of this Collective Agreement.

13.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of this Collective Agreement upon his appointment.

13.04 The Employer shall notify the Union of all newly-created classifications including its designation as to whether it is within or outside of the Bargaining Unit.

ARTICLE 14 SENIORITY

14.01 Seniority is defined as the length of service with the Employer, and shall be applied on a bargaining unit wide basis.

14.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced.

ARTICLE 15 PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

15.01 When requested the Employer shall provide bulletin board space in its office and shop, clearly identified for exclusive Union use.

15.02 A Representative of the Union shall have the right to give each new employee an orientation of up to fifteen (15) minutes and the Representative of the Union shall be given leave with pay for such purposes, taking into consideration the job requirements at the time.

ARTICLE 16 DESIGNATED PAID HOLIDAYS

16.01 Paid Holidays

(1) The following days are designated paid holidays for employees covered by this Collective Agreement:

- (a) New Year's Day;
- (b) Good Friday;

- (c) Easter Monday;
- (d) Victoria Day;
- (e) Canada Day;
- (f) Civic Holiday, The first Monday in August;
- (g) Labour Day;
- (h) Thanksgiving Day;
- (i) Remembrance Day;
- (j) Christmas Day;
- (k) Boxing Day.

(2) A paid holiday shall also be granted to all employees on any special day proclaimed by the Government of Canada or the Commissioner of the NWT.

16.02 Clause 16.01 does not apply to an employee who is absent without cause on both the working day immediately preceding and the working day following the Designated Paid Holiday.

Holiday Falling on a Day of Rest

16.03 When a day designated as a holiday under clause 16.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his day of rest.

16.04 When a day designated as a 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 When the Employer requires an employee to work on a Designated Paid Holiday as part of his regularly scheduled hours of duty, or as overtime when he is not scheduled to work, he shall be paid in addition to the pay that he would have been granted had he not worked on the holiday, time-and-a-half for all hours worked.

16.06 The amounts payable pursuant to clause 16.05 may be paid in cash. Where, with prior agreement of the employer, an employee chooses to take time in lieu of cash, 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.

16.07 Where a day that is a designated holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

ARTICLE 17 LEAVE - GENERAL

17.01 Advanced Sick Leave Credits

(1) When the employment of an employee who has been granted more sick leave with pay than he has earned dies, the employee shall be considered to have earned that amount of leave with pay granted to him.

(2) When the employment of an employee with more than two (2) years of service who has been granted more sick leave with pay than he has earned is permanently laid off, the employee shall be considered to have earned that amount of leave with pay granted to him.

17.02 When the Employer rejects an employee's application for leave, the detailed reasons for the rejection shall be provided to the employee.

17.03 An employee request for any leave that the Employer has not responded to within four (4) working days from the receipt of the application, shall be considered as not granted.

ARTICLE 18 VACATION LEAVE

18.01 Accumulation of Vacation Pay

(1) For each season in which an employee is employed he shall earn vacation pay at the following rates:

- (a) for the first four years four percent (4%);
- (b) for the fifth and subsequent years six percent (6%).

(2) Casual employees will receive vacation pay at the rate of four percent (4%).

ARTICLE 19 SPECIAL LEAVE

19.01 Employees may receive time off without pay for reasons of a special nature.

19.02 Casual Leave

(1) Employees may be granted casual time off with pay for the following purposes:

(a) two (2) hours of time off with pay for the employee to attend to an appointment with a doctor, dentist, lawyer, or school authority, during working hours;

(b) for the employee to participate in voluntary services for a community cause, however it will be the decision of the Labour/Management Committee as to whether any particular request for such leave is worthy of time off.

(2) Such leave will not be unreasonable denied.

ARTICLE 20 SICK LEAVE

20.01 Credits

An employee shall earn sick leave credits at the rate of 1.5 days per month that they work.

20.02 The Employee shall provide the Employer with a medical certificate for any period of sick leave

exceeding one day.

20.03 At the end of the fire season, employees will be paid in cash for all sick leave in their sick leave bank.

ARTICLE 21 OTHER TYPES OF LEAVE

21.01 Maternity Leave

(1) An employee who becomes pregnant shall notify the Employer of her pregnancy at least eighteen (18) weeks prior to the expected date of termination of her pregnancy and, subject to Section (ii) of this Article, shall, ten (10) weeks before the expected date of the termination of her pregnancy be granted leave without pay for a period ending not later than eighteen (18) weeks after the date of the termination of her pregnancy.

(2) The Employer may, upon written request from the employee:

(a) defer the commencement of maternity leave without pay of an employee or terminate it earlier than eighteen (18) weeks after the date of the termination of her pregnancy;

(b) grant maternity leave without pay to an employee to commence earlier than ten (10) weeks before the expected termination of her pregnancy;

(c) grant maternity leave without pay to an employee to finish later than eighteen (18) weeks after the termination of her pregnancy;

(3) Where maternity leave without pay is requested, the Employer may require an employee to submit a medical certificate certifying pregnancy.

(4) Leave granted under this Article shall be counted for the calculation of "continuous employment".

(5) When a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the fetus, the Employer will either change those working conditions where that is reasonable within his operational requirements or allow the employee to take leave of absence without pay for the duration of her pregnancy.

(6) Under exceptional circumstances, the Employer and Union may agree upon a variation of this Maternity Leave.

21.02 Emergency Leave

Notwithstanding any provisions for leave in this Agreement, the Employer may grant leave of absence with or without pay to an employee in emergency or unusual circumstances.

21.03 Adoption Leave Without Pay

(1) An employee who intends to request adoption leave shall make every effort to provide reasonable notice to the Employer, but in any event shall notify the Employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been drawn. Upon application, the employee shall be granted adoption leave without pay of up to eighteen (18) weeks in accordance with the Employment Insurance Act and Regulations.

(2) Leave granted under this Article shall be counted for the calculation of continuous employment and continuous service.

(3) Adoption leave utilized by an employee-couple in conjunction with the adoption of a child shall not

exceed a total of eighteen (18) weeks for both employees combined.

ARTICLE 22 HOURS OF WORK

22.01 Hours of Work

(1) Fire fighters and Crew Bosses shall work on the basis of a five (5) day work week, with a scheduled work day of eight (8) hours per day. Employees may be given two (2) consecutive days of rest each week. Excepting extenuating circumstances, the Employer agrees to distribute the work schedule two (2) weeks in advance.

(2) Tower persons' hours of work will begin at 9:00 a.m. and end at 6:00 p.m. with a one (1) hour lunch break based on a seven (7) consecutive day work week. Tower persons will be required to be available for extended alerts to be paid at the appropriate overtime rates. If the employee is unable to take their meal break they will be paid at the appropriate overtime rate.

(3) Where operational requirements permit all employees shall be entitled to rest periods of fifteen (15) minutes duration twice per day, commencing at or around the mid-point of the shifts.

(4) In the event that an employee is unable to take his meal period due to operational requirements, the meal period will be taken at a later time. In the event that an employee is unable to take a meal period he will be paid overtime for that meal period.

22.02 When an employee is prevented from taking his normal meal breaks due to operational requirements, while on initial attack standby, on bases, the Employer will ensure that employees are provided an adequate meal.

ARTICLE 23 OVERTIME

23.01 In this Article:

(1) "Overtime" means work performed by an employee in excess or outside of his regularly scheduled hours of work.

(2) "Straight time rate" means the hourly rate of pay.

(3) "Time and one-half" means one and one-half times (1½x) the straight time rate.

23.02 An employee who is required to work overtime shall be paid as follows:

(a) at the appropriate overtime rate for the actual time worked for the first fifteen (15) minutes; and

(b) at the appropriate overtime rate thereafter subject to a minimum payment of a further forty-five (45) minutes.

23.03 Employees shall record starting and finishing times of overtime worked on a form determined by the Employer.

23.04 Subject to the operational requirements of the service, the Employer shall make every reasonable effort:

(a) to allocate overtime work on an equitable basis among readily available crews;

(b) to give employees who are required to work overtime reasonable advance notice of this require-

ment.

23.05 Subject to clause 23.02 an employee who is requested to work overtime shall be entitled to the appropriate rate as follows:

(a) at time and one-half ($1\frac{1}{2}X$);

(b) at the option of the employee, in lieu of (a) above, the Employer may agree to grant equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the Employer and the employee;

(c) the Employer shall determine the amount to be banked in lieu for the purposes expressed in (b).

23.06 Where an employee is required to work one (1) or more hours of overtime immediately following his regularly scheduled hours of duty, and, because of the operational requirements of the service, the employee is not permitted to leave his place of work, the Employer will provide the employee with a nutritious meal.

23.07 Where an employee is called out to work within one (1) hour of finishing a regularly scheduled shift, the Employer will provide the employee with a nutritious meal.

ARTICLE 24 PAY

24.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed, at the pay rates specified in the Appendices attached.

24.02 Pay Cheques

(1) Employees shall be paid on every second Friday. Pay cheques of Tower persons will be deposited to the bank of their choice in Ft. Smith

(2) In the event there is delay in paying employees, emergency cheques will be issued to the extent of wages earned during that pay period.

(3) Where cheques are distributed to employees at their place of work, they shall first have been placed in sealed envelopes.

24.03 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, should receive such remuneration in the pay period in which it was earned but in any event shall receive such remuneration on the following payday.

When overtime compensation is paid, the pay statement shall indicate the pay periods, rate of overtime, and the number of overtime hours.

24.04 Acting Pay

When an employee performs the duties of a higher classification level on an acting basis, and when this is previously approved by the Employer, he shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts.

24.05 Salary Increases

(1) When an employee is appointed to a new position he shall be paid:

(a) if the appointment constitutes a promotion as defined in section 2.01(x) placement on the new level at a step that equates to at least one (1) increment above his previous salary.

(b) Transfer Appointments

(i) if the appointment constitutes a transfer, at the rate nearest to, but not less than his former rate of pay; or

(ii) where the employee agrees to accept a transfer to a position, the maximum rate of pay of which is less than his present rate of pay, the employee will continue to receive his normal rate of pay, which will be red-circled. When the maximum rate of pay of his new position exceeds the red-circled amount, he shall then follow the pay scale for the new position to the maximum amount.

24.06 Overpayment

(1) Where an employee has been overpaid, the Employer will, before recovery action is implemented, advise the employee in writing of the amount overpaid and the intention of the Employer to recover the overpayment. The employee shall repay the overpayment in a reasonable time period, which shall not extend beyond the fire season in which said overpayment was made and/or realized.

(2) If more than four (4) calendar years have passed since the overpayment, there shall be no recovery of the overpayment.

ARTICLE 25 REPORTING PAY

25.01 If an employee reports to work as scheduled and is advised by the Employer that there is insufficient or no work available he is entitled to four (4) hours pay at the straight time rate.

25.02 If an employee is directed to report for work on a day of rest or on a designated paid holiday, and there is insufficient work available, he shall be entitled to four (4) hours of work at the appropriate overtime rate. When no work is available he shall receive compensation to four (4) hours pay at the appropriate overtime rate.

25.03 If an employee is directed to report for work outside of his regularly scheduled hours, he shall be paid the greater of:

(a) compensation at the appropriate overtime rate; or

(b) compensation equivalent to four (4) hours pay at the straight time rate.

ARTICLE 26 CALL-BACK PAY

26.01 When an employee is recalled to a place of work for a specific duty, he shall be paid the greater of:

(a) compensation at the appropriate overtime rate; or

(b) compensation equivalent to four (4) hours pay at the straight time rate.

ARTICLE 27_ PERSONAL PACK PROVISIONS

27.01 The Employer shall provide a fully-stocked personal pack to every employee on their first day of employment each season. The contents of the personal pack shall be at no cost to the employee and shall

consist of the following:

- (a) a Canadian Standard Association Class "B" approved hard-hat;
- (b) a pack sack;
- (c) one pair of One Hundred Percent (100%) Cotton Fire-Retardant coveralls;
- (d) one file;
- (e) two pairs of thermal winter socks;
- (f) one pair of rubber work gloves;
- (g) one pair of cotton gloves;
- (h) one pair of rubber safety boots;
- (i) one mess kit;
- (j) bug repellent;
- (k) one pair of goggles;
- (l) one pair of ear protectors (muffs);
- (m) one pup tent;
- (n) one face shield
- (o) one pair of safety glasses
- (p) two (2) bottles of antifog solution
- (q) a boot allowance of sixty-five dollars (\$65) per season shall be paid provided the employee purchases CSA and employer approved work boots.

It is agreed that the above items remain the property of the Employer.

27.02 The Employer shall agree to replace the above items at no charge to the employee if any of the above items become damaged, except for items rendered unserviceable by negligence.

27.03 The Employer shall provide tower persons a food and living supplies allowance of one hundred dollars (\$100) per week in the form of a standing offer agreement with a store of the Employer's choice, and will ensure that the ordered items are delivered on a scheduled biweekly basis.

ARTICLE 28 LAY OFF AND JOB SECURITY

28.01 Before an employee is laid off:

- (a) each such employee shall be given thirty (30) days notice in writing of the effective date of a permanent lay-off or pay in lieu thereof;
- (b) every employee subject to permanent lay-off shall, during the period of notice, 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 Employer considers reasonable for the employee to travel to and from the place where his presence is so required.

(i) Right of recall for employees on permanent layoff status shall be a one year period from the date of the layoff.

28.02 Where the entire contract between the Thebacha Forestry Company and the Government of the Northwest Territories is terminated, employees will be notified immediately. In no case will this period of notice be less than thirty (30) days.

28.03 The Employer shall not dismiss, suspend, lay-off, demote or otherwise discipline an employee on the grounds that garnishment proceedings may be or have been taken with respect to an employee.

28.04 The Employer may retrain employees who would otherwise become redundant as a result of Employer-planned termination and such retraining shall commence as soon as possible.

28.05 The Employer shall give notice of recall prior to each fire season personally or by registered mail. Where notice of recall is given personally, the Employer shall deliver a letter stating that the employee is recalled. In this instance, notice of recall is deemed to be given when served.

Where notice of recall is given by registered mail, notice is deemed to be given fourteen (14) days from the date of mailing.

28.06 During the month of April, the Employer will notify employees of their intention to recall the employee to employment.

28.07 By December 15 of each year employees shall provide the Employer notification of their current address.

ARTICLE 29 **STATEMENT OF DUTIES**

29.01 When an employee is first hired or when an employee is reassigned to another position in the bargaining unit, the Employer shall, before the employee is assigned to that position, provide the employee with a current and accurate written statement of duties of the position to which he or she is assigned.

29.02 Upon written request, an employee shall be given a complete and current statement of duties and responsibilities of his or her position.

ARTICLE 30 **EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

30.01 Formal Review of Employee Performance

(1) When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question, to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his performance appraisal and may use the grievance procedure in Article 31 to correct any factual inaccuracies in his performance appraisal.

(2) The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his career development goals and request any training, in-service training, re-training, or any facets of career development which may be available.

30.02 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not

made aware, by the provision of a copy thereof at the time of filing.

30.03 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after three (3) fire seasons provided no further disciplinary actions of a similar nature has been recorded.

30.04 Upon written request of an employee, the Personnel file of that employee shall be made available for his examination, at reasonable times, in the presence of an authorized representative of the Employer.

30.05 Upon written authorization of an employee, the Personnel file of that employee shall be made available for examination and photocopying by the employee's Representative, at reasonable times, in the presence of an authorized representative of the Employer.

30.06 Representatives

(1) The Employer's representative who assesses an employee's performance must have observed or have consulted with another crew boss or manager who has observed the employee's performance for at least one-half (½) of the period for which the employee's performance is evaluated.

(2) Where an employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature, the employee shall have the right to have a Representative of the Union in attendance. The Employer must advise the employee of his right to be accompanied by his Representative and must give reasonable notice of the meeting.

(3) Only one (1) file per employee for the purposes of performance evaluation or discipline shall exist.

(4) The Employer agrees that communications between an employee and his Representative are privileged and confidential.

ARTICLE 31 ADJUSTMENT OF DISPUTES

31.01 The Employer and the Union recognize that grievances may arise in each of the following circumstances:

(a) by the interpretation or application of:

(i) a directive or other instrument made or issued by the Employer dealing with terms or conditions of employment; or

(ii) a provision of this Collective Agreement or Arbitral Award; and

(b) disciplinary action resulting in demotion, suspension, or a financial penalty; and

(c) dismissal; and

(d) letters of discipline placed on personnel file.

Letters of discipline can only be grieved to the second level of the grievance process.

31.02 If he so desires, an employee 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, may transmit this grievance to his immediate supervisor who shall forthwith forward the grievance to the

representative of the Employer authorized to deal with grievances at the appropriate level.

31.04 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:

- (1) First Level (Supervisor)
- (2) Second Level (Manager)
- (3) Final Level (arbitration)

31.05 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

31.06 An employee may present a grievance to the first level of the procedure in the manner prescribed in clause 31.03 not later than fourteen (14) calendar days after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to the grievance.

31.07 The Employer shall reply in writing to an employee's grievance within fourteen (14) calendar days at level 1, and twenty-one (21) days at level 2.

31.08 An employee or the Union 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 grievor, within fourteen (14) calendar days after that decision has been conveyed in writing to him by the Employer; or

(b) where the Employer has not conveyed a decision to the grievor within the time prescribed in section (a) above within fourteen (14) calendar days after the day the reply was due.

31.09 Where an employee has been represented by the Union in the presentation of his 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.

31.10 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 Second Level.

31.11 The Union shall have the right to initiate and present a grievance on any matter to any level of management specified in the grievance procedure. If a grievance is filed at an inappropriate level, the manager shall only be obligated to reply verbally in order to redirect the grievance to the correct level.

31.12 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he first obtains the authorization of the Union prior to presenting such grievance.

31.13 An employee may, by written notice, withdraw a grievance provided that where the grievance is one arising out of the application or interpretation of this Agreement his withdrawal has the approval, in writing, of the Union.

31.14 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.

31.15 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

Arbitration

31.16 Should the grievance not be resolved following Level 2 either party may, by written notice to the other party, refer the matter to arbitration.

31.17 The parties agree that any arbitration arising out of this agreement shall be made by a single Arbitrator to be mutually agreed upon by the parties.

If mutual agreement is not reached by the parties to choose a single Arbitrator within thirty (30) calendar days from the date that either party receives notification of a wish to proceed to arbitration, then the Canada Labour Relations Board shall be asked to appoint said Arbitrator. This appointment shall be accepted by both parties.

31.18 The parties to this Agreement agree that disputes should be adjusted as quickly as possible.

31.19 Power of the Arbitrator

(1) The arbitrator has all of the powers granted to Arbitrators under the Canada Labour Code Part I, in addition to any powers which are contained in this Agreement.

(2) The Arbitrator shall hear and determine the difference or allegation and shall issue a written decision and the decision is final and binding upon the parties and upon any employee affected by it.

(3) The award of the Arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute within two (2) months of the hearing.

31.20 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 provision of this Agreement, or to increase or decrease wages.

31.21 The Employer and the Union shall each pay one-half (½) of the remuneration and expenses of the Arbitrator and each party shall bear its own expenses of every such arbitration.

31.22 Where a party has failed to comply with any of the terms of the decision of the Arbitrator, either party or the employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the receipt of the decision or the date provided in the decision for compliance, whichever is later, make an application to the Supreme Court of the Northwest Territories to enforce the terms of the decision. Except in the case of a question of law there will be no review of the reasons for the decision.

31.23 In addition to the powers granted to Arbitrators under the provision of the Canada Labour Code Part I the Arbitrator may determine that the employee has been dismissed for other than proper cause and he may:

(a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the Arbitrator is fair and reasonable; or

(b) make such order as he considers fair and reasonable having regard to the terms of this Agreement.

ARTICLE 32 CONTRACTING OUT

32.01 There shall be no contracting out of bargaining unit work by the Employer if it would result in the lay-off, the continuance of a lay-off or a reduction in the normal hours of work of any employee.

ARTICLE 33 LABOUR/MANAGEMENT COMMITTEE

33.01 A Labour/Management Committee will be formed to consult on matters of Safety and Health, the Employee Assistance Program, and other matters of mutual interest.

33.02 The Labour/Management Committee shall be comprised of equal representation of the Union and the Employer, with each party choosing their respective representatives.

33.03 The Committee will meet at the mutual agreement of both parties, but in any event will meet at least twice per summer. All meetings shall be held in Fort Smith.

33.04 In matters of Safety and Health, the Committee will follow the following provisions:

(a) Right to Refuse Dangerous Work

An employee shall have the right to refuse to work in dangerous situations in accordance with the Safety Act and the N.W.T. Forest Protection Act and its Regulations.

(b) First Aid

(i) The Committee should ensure that employees can obtain the assistance of a first aid attendant easily and rapidly in all workplaces.

(ii) The Committee should provide first aid kits in all establishments, including third party premises, keep the said kits in good condition and make them accessible and available to employees at all times.

(iii) A list of all first aid attendants and the locations in which they may be found shall be posted in all establishments as determined by the Committee.

(iv) The work environment will be monitored and where a problem is perceived by the Committee, it shall be investigated and remedied as appropriate, in accordance with the Safety Act of the Northwest Territories.

(c) Training

(i) First Aid and CPR training will be provided at no cost to the employees. Certification shall be a condition of employment. Maintaining current certification in basic first aid and basic CPR at a level A is a condition of employment as per clause 1.03.

(ii) Employees who are unable to retest or complete certification due to operational requirements will be given reasonable opportunity to complete the certification process.

(d) Transportation of Injured Workers

(i) The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest physician or medical facility and from there to his 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 workplace. If the employee receives compensation from any source for expenses incurred on the employee's behalf by the Employer in such a situation, the Employer may recover that amount from the employee.

(ii) The Company will make every effort to have Resources Wildlife and Economic Development respond to emergency evacuation needs at the worksite, to all employees, within one (1) hour.

(e) Occupational Health Examination

(i) Where the Employer requires an employee to undergo an occupational health examination be a qualified practitioner, chosen by the employer, the examination will be conducted at no expense to the employee.

(ii) All occupational health information, forms and records transmitted or used in connection with these occupational health examinations will be conveyed to the employee who shall provide a copy to the Employer. Passing such a medical examination shall be a condition of employment as per clause 1.03.

(f) The work environment will be monitored and where a problem is perceived by the Committee, it shall be investigated and remedied as appropriate in accordance with the NWT Safety Act.

33.05 The Right to Know Hazard Identification

(1) The Employer shall identify in writing in all appropriate languages, new or presently used chemicals, substances or equipment present in the work area, including hazards or suspected hazards, precautions and antidotes or procedures to be followed following exposure.

(2) The Employer shall provide WHMIS training at no cost to the employee. Certification shall be a condition of employment.

(3) Information and Investigations Concerning Health Hazards and Work Injuries

(a) The Committee shall conduct such investigations as may be necessary to determine the circumstances surrounding work injuries and health hazards arising. Such investigations shall be conducted in the presence of Committee members.

(b) Reports of these investigations shall be submitted to the Committee as well as to the Union Representative and the Employer, who may request further information from the person(s) who conducted the investigation.

(c) Provision of Legislation or Employer's Policies

The Employer shall make available to employees an updated copy of applicable health and safety Legislation and Regulations and Employer's Policies and Standards such as:

(i) Handbook of Occupational Health and Safety (Treasury Board of Canada); or

(ii) Part II Canada Labour Code and Regulations; or

(iii) NWT Safety Act and Regulations.

33.06 Employee Assistance Program

In matters of the Employee Assistance Program, the Labour/Management Committee shall concern itself with poor work performance resulting from suspected alcohol or drug addiction.

33.07 Should this item of business arise during a Labour/Management Committee meeting, the Committee will deal with the matter confidentially taking into consideration the following provisions:

(a) that alcohol and drug addictions are detrimental to health & safety; and

(b) that an employee should be encouraged to remedy a disorder due to an addiction; and

(c) that benefits normally extended to employees during the time of illness, shall be extended to an

employee suffering from an addiction, at such a time that he or she seeks to correct this disorder; and

- (d) that the decision to undertake treatment is the responsibility of the employee; and
- (e) that the decision to seek treatment will not affect job security.

Once a problem is recognized and the Labour/Management Committee decides that an employee is to follow a certified treatment program, failure to follow the program can lead to disciplinary measures including dismissal.

ARTICLE 34 DUTY TRAVEL

34.01 An employee who is authorized to travel on Employer business will be reimbursed for reasonable expenses incurred.

34.02 Entitlement

The entitlements set out hereunder are subject to limitations in Articles 40.05, 40.07 and 40.08. Where the expenses for meals, lodging and other items cannot be kept within the entitlements laid down in this Article, the claimant must explain the circumstances on his claim and justify actual expenses by receipts.

34.03 Transportation

The mode and cost of transportation shall be arranged by the Employer or requires the approval of the Employer.

34.04 Accommodation

(1) Accommodation arrangements shall be made by the Employer or by the Employee if requested by the Employer. In either case, the approval of the Employer is required in advance.

(2) Non-Commercial Accommodation - Where employees make private arrangements for overnight accommodation, they may claim thirteen dollars and fifty cents (\$13.50) for each night.

(3) Employer Accommodation - Employees on extended trips may be provided with temporary accommodation at the discretion of the Employer. Employees who obtain such lodging are not entitled to the thirteen dollars and fifty cents (\$13.50) non-commercial accommodation allowance referred to in 40.04 (c), and are financially responsible for any damage incurred. Employees provided with this accommodation are not required to pay rent if they are not in receipt of a private accommodation allowance or are paying rent at their usual place of residence.

34.05 Meals and Incidental Expenses

(1) If meals are provided as part of the cost of transportation they cannot be claimed for by the Employee.

Meals and incidentals shall be claimed for as follows:

Breakfast	\$ 11.50
Lunch	\$ 10.25
Dinner	\$ 31.40
Incidentals	\$ 6.00

Expenses claimed under this heading are for the cost of meals consumed and for such incidental expenses as tips to miscellaneous service personnel, etc.

For periods of duty travel not exceeding fifteen (15) calendar days, a per diem rate will be paid. In the event an employee is in travel status for a part day only, only the amount for the appropriate meal(s) and for incidentals may be claimed.

(2) Except in communities where housekeeping units or reasonable room and board are not available, when travel status extends beyond fifteen (15) calendar days in one location, the maximum amount claimable for meals shall be reduced to fifteen dollars (\$15.00) per day inclusive for all days in excess of fifteen (15) calendar days.

(3) An employee may not be treated as in travel status if he is appointed to the establishment of one headquarters area, but his duties are carried out at another location during the major portion of the time or continuously.

(4) Where the return trip is made in one day, the amount claimable shall be on the basis of meals only.

Other Expenses

34.06 Employees may be reimbursed for:

(a) long distance telephone calls of an official nature providing that an explanation is provided. Where an employee is required to remain absent from his home over a weekend, and has been on continuous travel status for two (2) or more days preceding the weekend, he shall be reimbursed for a personal long distance call not to exceed five (5) minutes (to be supported by receipts where available);

(b) baggage - for storage and excess baggage charges where this is in the performance of duty and a satisfactory explanation is provided;

(c) taxis - the use of taxis must be explained except where the purpose is self-evident. Taxis should not be authorized for repeated trips between the same place where convenient public transportation is available;

(d) laundry - after two (2) consecutive days on duty travel, a maximum of two dollars (\$2.00) per day for each subsequent day supported by receipts in all cases;

(e) local phone calls for business purposes;

(f) child care expenses - employees may be reimbursed a maximum of fifteen dollars (\$15.00) 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.

34.07 Limitations

All other expenses excepting those itemized in Article 34 shall require the prior authorization of the Employer.

34.08 Procedure

Where a travel advance is requested by an Employee, the Employer may make such advance. The Employee shall be accountable for any such advance, and shall provide receipts. Advances shall be requested at least three (3) working days prior to travel. A Travel Expense Claim shall be issued by the Employer, and shall be completed by the Employee within seven (7) days of the expiration of Duty Travel. The claim form shall be returned to the Employer within said seven (7) days.

34.09 Travel by Privately Owned Car

(1) The Employer will reimburse an employee who, with prior authority, uses a privately owned car for necessary travel on Employer business.

(2) The use of a privately owned car shall not be authorized when, because of the additional time involved, commercial transportation would be more reasonable and practicable.

(3) When the total cost of the trip, including the cost of meals, lodging and incidental expenses exceeds the cost of the same journey by ordinary commercial means, reimbursement shall be limited to the commercial cost.

Entitlements

34.10 Subject to clauses 34.12 and 34.13, the following entitlements are provided:

(a) where the use of privately owned car is authorized:

(i) for the Employer's rather than the individual's convenience - an allowance of thirty-five cents (\$0.35) per kilometer for travel within the Territories and twenty-eight cents (\$0.28) per kilometer for travel elsewhere;

(ii) for the individual's rather than the Employer's convenience - an allowance of ten cents (\$0.10) per kilometer.

(b) reimbursement for ferry, bridge, road and tunnel tolls and parking charges;

Limitations

34.11 The following limitations shall apply:

(a) persons not covered by personal insurance shall not be authorized to use a private car on Employer business. Employee shall produce proof of insurance requested by the Employer;

(b) the Employer will not pay for any additional cost of insurance which may be required on the employee's car by reason of using it on Employer business;

(c) the distance allowance for enroute travel shall be calculated:

(i) for enroute travel, on distances given in the Canadian Warehousing Official Distance Guide, where these are listed, e.g. Yellowknife to Edmonton - 1,514 km. (938 miles);

(ii) for other enroute distances, on the generally accepted kilometrages for the most direct route.

(d) no additional distance allowance will be paid where other employees on duty are carried as passengers.

34.12 The Employer will not pay any claims for damage, loss or liability incurred by an employee while driving an automobile on Employers business other than those claimed under the Workers' Compensation Act.

34.13 Procedure

(1) The Employer shall authorize distance allowance by signing the Travel Authorization and Expense Claim before the start of the trip.

(2) Upon completion of the trip, the claim shall:

- (a) be completed by the employee;
- (b) be supported by receipts for lodging, etc. (where applicable);
- (c) show separately details of:
 - (i) enroute kilometrages;
 - (ii) business kilometrages (if any) in lieu of taxis at destination;
- (d) be submitted to the Employer for approval and payment within seven (7) days.

34.14 Limitation

When the total cost of the trip including the cost of meals, lodging and incidental expenses exceeds the cost of the same journey by ordinary commercial means, reimbursement shall be limited to the commercial cost.

ARTICLE 35 CLASSIFICATION

35.01 During the term of this Agreement, if a new or revised classification standard is implemented by the Employer, the Employer shall advise the Union of the new or revised classification and attached rate of pay.

ARTICLE 36 CIVIL LIABILITY

36.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement, for an alleged tort committed by him in the performance of his duties, then:

(a) the employee, upon being served with any legal process or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him, shall advise the Manager of any such notification or legal process;

(b) the Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees; and/or

(c) the Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee, including legal fees, provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or gross neglect of his duty as an employee.

(d) upon the employee notifying the Employer in accordance with paragraph(a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The employee agrees to cooperate fully with appointed counsel.

ARTICLE 37 SUSPENSION AND DISCIPLINE

37.01 The Employer shall have the right to suspend with or without pay and/or discharge an employee for just and sufficient cause. Prior to suspending or discharging an employee, the Employer shall examine relevant mitigating factors.

37.02 When employees are to be suspended from duty, the Employer shall notify the employee in

writing of the reasons for such suspension within twenty-four (24) hours of the suspension in sufficient detail that the employee may defend himself/herself against it.

37.03 When an employee is required to attend a meeting where a disciplinary decision concerning him is to be taken by the Employer or a representative of the Employer, the employee is entitled to have, at their request, a Representative of the Union attend the meeting.

ARTICLE 38 VACANCIES, JOB POSTING, PROMOTIONS, AND TRANSFERS

38.01 All employees will be notified of vacancies for positions expected to be more than one (1) months duration and every newly-created position. The job posting shall state the job classification, rate of pay, and required qualifications of the job. An employee who wishes to apply for a position so posted shall do so on or before the closing date as advertised on the posting.

38.02 Seniority shall be the governing factor in determining promotions, order of permanent lay-off and order of recall from permanent layoff and filling of jobs after posting, providing that the most senior employee possesses the required qualifications and ability to perform the normal requirements of the job.

38.03 No employee shall be transferred to a position outside the bargaining unit without his consent.

38.04 New employees shall not be hired when there are employees on layoff who are qualified and willing to perform the job.

ARTICLE 39 ISOLATION DUTY

39.01 When an employee is required to remain in the bush during meal breaks, then the Employer will provide a nutritious meal.

39.02 Meal breaks for employees required to remain in the bush shall be one (1) hour in length.

ARTICLE 40 WAGE RATES

40.01 Wage rates shall be as according to Appendix A of this Agreement.

ARTICLE 41 RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS

41.01 Re-Opener of Agreement

This Agreement may be amended by mutual consent.

41.02 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 42 DURATION AND RENEWAL

42.01 The term of this Agreement shall be from January 01, 1999 to December 31, 2000.

42.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustment of disputes in Article 31, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.

42.03 Within three (3) months preceding the termination of this Agreement, 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 Collective Agreement, in accordance with subsection (1) of Section 49 of the Canada Labour Code, Part I.

42.04 Where notice to commence collective bargaining has been given under Article 42.03, the Employer shall not without the Union's consent, increase or decrease salaries or alter any other term or condition of employment of employees in the Bargaining Unit, which was in force on the day on which the notice to bargain was given until a renewal or revision of the Agreement or a new Collective Agreement has been concluded, in accordance with Section 50 of the Canada Labour Code Part 1.

APPENDIX A - RATES OF PAY

Fire Fighters	\$15.00 per hour
Crew Boss	\$17.00 per hour
Tower Person	\$15.00 per hour
Supervisor	\$19.00 per hour

