

**COLLECTIVE AGREEMENT**

**BETWEEN**

**PUBLIC SERVICE ALLIANCE OF CANADA**

**AND**

**EVERGREEN FORESTRY LIMITED PARTNERSHIP**

**EFFECTIVE:                    *DECEMBER 1, 2005***  
**EXPIRES:                      *NOVEMBER 30, 2010***

**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 to the end that the Public will be well and efficiently served. 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.

## **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 Evergreen Forestry Limited Partnership except the General Manager and Base Managers.
  - (e) "Casual Employee" means a person employed by the Employer for work on a short term basis, not to exceed fourteen (14) days, 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 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) (i) "Continuous Employment" and "Continuous Service" means uninterrupted employment with the Employer; Employees seniority dates shall be as established at the transfer of operations from the Government of the Northwest Territories to Evergreen Forestry Limited Partnership and shall continue to accumulate to the Employees credit.
  - (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 months, his periods of employment for purposes of sick leave, vacation leave and vacation travel benefits 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 for reasons of misconduct, incompetence or incapacity, 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 Employees spouse (including common-law),
  - (ii) child, including step-child, foster 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 Evergreen Forestry Limited Partnership.
- (n) "Fiscal Year" means the period of time from April 1, in one year to March 31, in the following 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 the Hay River Reserve.
- (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) "Lay-Off" means an Employee whose employment has been terminated because of lack of work, or lack of funding.
- (s) "Leave of Absence" means absence from duty with the Employer's permission.
- (t) "Manager" means the General Manager.
- (u) "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, insurance premium, or any other levy.
- (v) "Overtime" means work performed by an Employee in excess of his regularly scheduled hours of work.
- (w) "Point of Departure" means Edmonton.
- (x) "Probation" means a period of 3 months from the day upon which an Employee is first appointed or a period of 3 months after an Employee has been transferred or promoted from within. If an Employee does not successfully complete his probationary period on transfer or promotion the Employer shall appoint him to the position that he previously held. If an employee has not completed his probationary period by the end of the fire season, the Employer may, at its discretion, deem the Employee to have completed his probationary period.

- (y) "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) 4 percent of the maximum rate of pay of the former position where the new position has only one rate of pay.
  
- (aa) "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.
  
- (bb) "Seniority" means length of service with the Employer.
  
- (cc) "Temporary Employee" means an Employee who is employed for a period not in excess of one (1) fire season. Temporary Employees shall not be utilized to the extent that it prohibits the hiring of permanent Employees.
  
- (dd) "Transfer" means the appointment of an Employee to another position, that does not constitute a promotion or demotion.
  
- (ee) "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.
  
- (ff) "Union" means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.
  
- (gg) "Work Assignment" means the place where the duties of an Employee are assigned.
  
- (hh) "Year" shall mean twelve (12) months or one (1) fire season in the case of seasonal employees.
  - (ii) Pay increments will be granted subject to satisfactory performance following each three (3) years of continuous employment.

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 prior to their initial employment that Evergreen Forestry Limited Partnership is a Union shop.

#### **DISCRIMINATION**

3.03 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any Employee by reason of age, sex, race, creed, colour, national origin, political or religious affiliation, nor by reason of union membership or activity.

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 arising as a result of his employment with the Employer.

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 Employees shall be entitled to all eligible benefits provided under this Agreement in the same proportion as their weekly hours of work compare to the standard work week. Casual employees shall not be entitled to any benefits except vacation pay pursuant to article 18.01(2).

4.03 The Union and the Employer will share equally in the 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.

### **CONFLICT OF PROVISIONS**

- 5.02 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.
- 6.02 No Employee shall be required to cross any legal picket line of a Union representing employees of the Employer. No Employee shall suffer a loss of pay or benefits as a result of a refusal to cross a picket line.

## **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 and to direct its workforce subject to the terms of this Agreement.

## **ARTICLE 8**

### **EMPLOYER DIRECTIVES**

- 8.01 The Employer shall provide the Union with a copy of all personnel directives. Where the Employer proposes to issue a personnel directive which is intended to clarify the interpretation or application of the Collective Agreement, the Employer shall consult with the Union prior to issuing the 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 a reasonable period.

## **ARTICLE 11**

### **TIME-OFF FOR UNION BUSINESS**

- 11.01 The parties to this Agreement agree that the granting of leave for the purposes referred to 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 leave under this Article will therefore be subject to operational requirements except that leave required under Articles 11.02, 11.03 (1), and 11.04 will be granted regardless of operational requirements.

### **ARBITRATION HEARINGS (Disputes)**

- 11.02 (1) The Employer will grant leave with pay to one (1) Employee representing the Union before a conciliation or arbitration hearing.

Employee called as a Witness

- (2) The Employer will grant leave with pay to an Employee called as a witness before an Arbitration hearing and leave with pay to an Employee called as a witness by the Union.

ARBITRATION HEARING (Grievance)

- 11.03 (1) The Employer will grant leave with pay to an Employee who is a party to the grievance which is before an Arbitration Board to attend the Arbitration Hearing.

Employee who acts as a Representative

- (2) The Employer will grant leave with pay to the representative of an Employee who is a party to the grievance to attend the arbitration hearing.

Employee called as a Witness

- (3) The Employer will grant leave with pay to a witness called by an Employee who is a party to the grievance to attend the Arbitration Hearing.

11.04 Where an Employee and his representative are involved in the process of his grievance, they shall be granted reasonable time off with pay.

CONTRACT NEGOTIATIONS MEETINGS

11.05 The Employer will grant leave with pay for two (2) Employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

MEETINGS BETWEEN EMPLOYEE ORGANIZATIONS AND MANAGEMENT

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

EMPLOYEE ORGANIZATION EXECUTIVE COUNCIL MEETINGS, CONGRESS AND CONVENTIONS

11.07 The Employer will 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 Northern Territories Federation of Labour.

## REPRESENTATIVES TRAINING COURSE

11.08 The Employer will 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.

## LEAVE FOR THE UNW PRESIDENT/REGIONAL VICE-PRESIDENT

- 11.09
- (a) An Employee elected as President/Regional Vice-President of the Union of Northern Workers shall be granted leave of absence without pay for the term of office. During the leave of absence the Employee shall maintain all accumulated seniority.
  - (b) 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.
  - (c) 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.
  - (d) Notwithstanding Article 11.09(c), 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 bi-weekly basis and will apply to the extent that earnings are available. Where an Employee does not have sufficient earnings in respect of any bi-weekly 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 shall 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 Employees 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 and social insurance number 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 A newly hired Employee shall be on probation for a period of three (3) months, however if the employee has not completed his probationary period by the end of the fire season, the Employer may deem the Employee to have completed his probationary period. During the probationary period, the Employee shall be entitled to all rights and benefits of this Agreement.
- 14.03 The Employer shall maintain a seniority list showing the date upon which each Employees service commenced. The seniority list shall be kept up-to-date, a copy of which shall be posted on the bulletin board, and shall be sent to the union at the beginning of the fire season. The seniority list agreed upon by the parties during negotiations for the first Collective Agreement shall be considered as the recognized seniority list, which may be amended as new employees are hired.

## **ARTICLE 15**

### **PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES**

- 15.01 The Employer shall provide bulletin board space in its office and shop clearly identified for exclusive Union use.
- 15.02 The Employer will make every reasonable effort to locate a meeting room for use of the Union and members of the Bargaining Unit from time to time for the business relating to the Bargaining Unit.
- 15.03 The Employer will process any mail originating from the Union addressed to all Employees in accordance with the Employer's normal internal mail distribution system.
- 15.04 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 (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) National Aboriginal Day;
  - (f) Canada Day;
  - (g) Civic Holiday, The first Monday in August;
  - (h) Labour Day;
  - (i) Thanksgiving Day;
  - (j) Remembrance Day;
  - (k) Christmas Day;
  - (l) Boxing Day;
- (2) (a) A paid holiday shall also be granted to all Employees on any special day proclaimed by the Government of Canada, the Commissioner of the NWT, or the Premier of the Northwest Territories.
- (b) A paid holiday may also be granted to employees in Fort Providence on a day declared a civic holiday by the Mayor of Fort Providence, employees in the Hay River Reserve on a day declared a civic holiday by the Chief of the Hay River Reserve, employees in Hay River on a day declared a civic holiday by the Mayor of Hay River, employees in Kakisa on a day declared a civic holiday by the Chief of Kakisa.

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 Employees day of rest, the holiday shall be moved to the Employees 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, double time for all hours worked.

16.06 The amounts payable pursuant to Article 16.05 may be paid in cash. Where 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 employee and the Employer.

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 (1) When the employment of an Employee who has been granted more vacation, sick leave or special 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 four (4) years of continuous employment who has been granted more vacation, sick leave

or special 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 an Employee is in receipt of an extra allowance and is granted leave with pay, he is entitled during his period of leave to receive the allowance if the special or extra duties in respect of which he is paid the allowance were assigned to him on a continuing basis.
- 17.03 At the beginning of the fire season the Employer shall inform returning Employees in the Bargaining Unit in writing of the balance of his special, sick and vacation leave credits.
- 17.04 When the Employer rejects an Employees application for leave, the detailed reasons for the rejection shall be provided to the Employee in writing forthwith.
- 17.05 An Employee request for any leave that the Employer has not responded to within ten (10) working days from the receipt of the application shall be considered as granted.

## **ARTICLE 18**

### **VACATION LEAVE**

#### **ACCUMULATION OF VACATION LEAVE**

- 18.01 (1) For each year in which an employee is employed he shall earn vacation pay at the following rates:
- (a) for the first two (2) years six percent (6%);
  - (b) for the third (3rd) through twentieth (20<sup>th</sup>) years eight percent (8%);
  - (c) for the twenty-first (21<sup>st</sup>) through thirtieth (30<sup>th</sup>) years ten percent (10%);
  - (d) for the thirty-first (31<sup>st</sup>) and subsequent years twelve percent (12%).
- (2) Casual employees will receive vacation pay at the rate of four percent (4%).
- 18.02 (1) Within two (2) weeks of an Employees lay-off at the end of the season, or termination of employment as the case may be, the Employer shall upon application pay out the following entitlements to the employee:

- (a) Vacation payments accumulated in accordance with 18.01;
- (b) Vacation travel assistance calculated as follows:
  - (i) Where travel is by scheduled airline or chartered aircraft, the actual cost of the trip or economy class return airfare to the point of departure, whichever results in the lesser expense. Return airfare shall be calculated on the following basis:
    - Employee - regular economy class fare charged to an adult;
    - Employees Spouse - regular economy class fare charged for an adult;
    - Employees Dependent Children Under 12 - appropriate percentage of adult fare that is charged for a child;
    - Employees Dependent Children 12 Years and Over - appropriate percentage of adult fare that is charged for a youth.
  - (ii) For employees travelling by land and where travel is by means other than scheduled or chartered aircraft a transportation allowance as follows:
    - Employee \$235.00
    - Employees Spouse \$205.00
    - Employees Dependent Children \$ 90.00
- (c)
  - (i) Every employee who is proceeding on vacation leave and who is requesting Vacation Travel Assistance shall be granted, once in each fiscal year, in addition to his vacation leave, travel time with pay for the time required for the return journey between his normal place of work and his destination. The amount of travel time to which an employee is entitled is determined in the following manner:
  - (ii) Where the employee travels by air, his travel leave shall be at least one-half (1/2) day each way, or the actual travel time, whichever is greater provided the latter does not exceed the time normally required to travel by air to the Employees point of departure.

- (iii) Where the employee travels by automobile or train, his travel leave shall be one-half (1/2) day for each 322 km. (200 miles), or portion thereof exceeding 161 km. (100 miles). The maximum distance for which an employee may claim travel time under this provision is the road distance between his normal place of work and his point of departure.
  - (iv) Where the employee travels by means other than air, train or automobile, his travel time shall be the time normally required to travel by air from the Employees normal place of work to his point of departure.
- (2) An Employees travel time entitlement will be granted within the established limit when at least an equal number of days annual leave are liquidated in conjunction with an application for travel time. In cases where a designated paid holiday falls within the period of annual leave it shall be considered a day of liquidated leave for determining the entitlement to travel time.
  - (a) Employees may "split" the benefit in 18.02 (b) and (c) (i.e. fly one way and drive one way) and may claim Vacation Travel Assistance and Vacation Travel Time on this basis. However, this only applies where one mode of transportation is used on the outward leg of the journey and a different mode is used on the return trip. If an employee uses more than one mode of transportation on either the outward leg of his journey or the inward leg, he shall receive assistance and travel time for that leg of his journey as if he had travelled by means other than air.

18.03 The Employer will allow Tower employees two (2) days off with pay per season and an additional seven (7) days off without pay per season and will transport those employees to a reasonable distance of their choice on a mutually acceptable date. Tower persons who elect not to take the above days off shall receive two (2) days of pay at the end of the fire season.

18.04 Employees hired after January 1, 1995 shall be entitled to Vacation Travel Assistance after two (2) seasons of employment.

## **ARTICLE 19**

### **SPECIAL LEAVE**

19.01 Employees shall receive time off with pay for reasons of a special nature in accordance with the provisions of this Article.

19.02 For the purposes of this Article, immediate family is defined as an Employees father, mother, brother, sister, spouse, common-law spouse, child, grandchildren, grandparents, foster child, brother-in-law, sister-in-law, mother-in-law, father-in-law and spouse's grandparents and any relative permanently residing in the Employees household or with whom the Employee permanently resides.

- (1) The Employer shall grant special leave with pay for a period of up to five (5) consecutive working days:
  - (a) when there is a death in the Employees immediate family; or
  - (b) when the Employee is to be married.

There shall be no deduction from special leave credits when special leave is granted for the purposes indicated in Clause 19.02.

19.03 An employee shall accumulate special leave credits at the rate of one-half (1/2) day for every month in which he receives pay for at least ten (10) days, and special leave days will be used for the purposes hereunder established.

- (1) The Employer may grant an Employee special leave with pay for a period of up to three (3) consecutive working days and may extend this leave to five (5) consecutive working days:
  - (a)
    - (i) where a member of the immediate family becomes ill (not including childbirth) and the Employee is required to care for his dependants or for the sick person;
    - (ii) where a member of the immediate family residing outside of the Employees headquarters becomes seriously ill.
  - (b) where special circumstances not directly attributable to the Employee prevent his reporting to duty, including:
    - (i) serious household or domestic emergencies.

- (ii) a general transportation tie-up caused by weather;
  - (iii) serious community emergencies, where the Employee is required to render assistance;
- (d) in circumstances which are of general value to the Employer such as where the Employee:
- (i) takes an examination which will improve his position or qualifications;
  - (ii) attends his University Convocation, if he has been continuously employed for at least one (1) year;
  - (iii) attends a course in civil defence training;
  - (iv) requires a medical examination for enlistment in the Armed Forces or in connection with a veteran's treatment program.
- (e) Such leave will not be unreasonably withheld.
- (2) When an employee is working in a district outside of his headquarters or is stationed out of town, the Employer will pay all costs associated with the transportation of the employee to a location where the employee is able to connect to a regular flight for the purposes of 19.02(1).

19.04 A male/female Employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the birth of his/her child. An Employee shall be granted special leave with pay up to a maximum of one (1) working day on the occasion of the adoption of a child. This leave may be divided into two parts and taken on separate days. Under special circumstances the Employer may extend this period to a maximum of three (3) working days.

### CASUAL LEAVE

- 19.05 (1) Employees may be granted casual time off with pay for the following purposes;
- (a) Two hours of time-off with pay for the Employee to attend to an appointment with a Doctor, Dentist, Lawyer, School Authority, child's teacher or Principal, 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.

- (c) For other purposes of a special or unusual nature.
- (2) Employees shall be granted casual leave with pay to a maximum of one-half ( $\frac{1}{2}$ ) day per occurrence where the Employees physician requires him to attend regular or recurring medical treatments and checkups.

## **ARTICLE 20**

### **SICK LEAVE**

20.01 It is the intention of the Employer to recognize that employees will utilize sick leave for legitimate purposes. However the Employer may from time to time request proof of illness.

#### **CREDITS**

20.02 An Employee shall earn sick leave credits at the rate of .0625 days per day that they work.

20.03 Subject to (1) and (2) below, and to the remainder of this Article, all absences on account of illness on a normal working day (exclusive of designated holidays) shall be charged against an Employees accumulated sick leave credits.

- (1) There shall be no charge against an Employees sick leave credits when his absence on account of illness is less than one-half ( $\frac{1}{2}$ ) day and the Employee has been on duty for at least two (2) hours;
- (2) Where the period of absence on account of illness is at least one-half ( $\frac{1}{2}$ ) day but less than a full day, one-half ( $\frac{1}{2}$ ) day only shall be charged as sick leave.

20.04 Where leave of absence without pay is authorized for any reason, or an Employee is laid-off because of lack of work, and the Employee returns to work upon expiration of such leave of absence or lay-off, he shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.

20.05 In circumstances where sick leave would be authorized but the Employee has insufficient or no sick leave credits, he shall be granted sick leave in advance to a limit of seven (7) days which shall be charged against future credits as earned. If the Employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the Employees estate.

20.06 When an Employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against his sick leave credits for the period of concurrency.

20.07 In the event that an Employee or an Employee's dependant is required to travel from his point of work assignment in the NWT to secure medical or dental treatment, the employee agrees to secure said travel assistance from the appropriate level of Government. Any employee required to pay the two hundred and fifty (\$250) deductible to the Government for this purpose will be reimbursed this amount by the Employer.

#### TRAVEL TIME

20.08 Every Employee who is proceeding to a medical centre under the provisions of this Article with the approval of the Employer will be granted leave of absence with pay which is not to be charged against his sick leave credits for the lesser of three (3) days or the actual time taken to travel from his post to Edmonton or Yellowknife and return.

20.09 At the end of the fire season, employees will be paid in cash for all sick leave in their sick leave bank which is in excess of ten (10) days.

20.10 Sick leave credits may be used by the Employee in the case of the illness of the Employee's spouse or child and the presence of the Employee is required.

### ARTICLE 21

#### OTHER TYPES OF LEAVE

##### COURT LEAVE

21.01 Leave of absence with pay shall be given to every Employee other than Employees on leave of absence without pay, laid off or on suspension who is required:

- (a) to serve on a jury and the jury selection process; or
- (b) by subpoena or summons to attend as a witness in any proceeding held:
  - (i) in or under the authority of a court of justice or before a grand jury;
  - (ii) before a court, judge, justice, magistrate, or coroner;

- (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his position;
  - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
  - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.
- (c) Notwithstanding anything contained in this Article, there may be deducted from the regular pay of the Employee any remuneration received by him as a result of serving on a jury or as a witness, other than remuneration received as an allowance or reimbursement for expenses incurred in such duty.

#### INJURY ON DUTY LEAVE

- 21.02 (1) An Employee shall be granted injury-on-duty leave with pay in the form of an advance equivalent to the amount of the Workers' Compensation Benefit for such reasonable period as may be determined by the Employees medical practitioner for:
- (a) a personal injury accidentally received in the performance of his duties and not caused by the Employees wilful misconduct; or
  - (b) sickness resulting from the nature of his employment; or
  - (c) over-exposure to radioactivity or other hazardous conditions in the course of his employment;
- (2) The Employee agrees to pay the Employer any amount received by him for loss of wages in settlement of any claim he may have in respect of such injury, sickness or exposure, providing however that such amount does not stem from a personal disability policy for which the Employee or his agent has paid the premium. Prior to making any payments under this Section, the Employer has the right to speak with the Employees medical practitioner. The Employee shall, if he wishes to continue his claim for injury on duty leave, permit the physician to release relevant information to the Employer.
- (3) The Employer shall make every reasonable effort to find alternate employment within its employ for an Employee who suffers an injury on

duty and who as a result becomes unable to carry out his normal work functions.

### MATERNITY LEAVE

- 21.03 (1) (a) An Employee who becomes pregnant shall notify the Employer of her pregnancy at least 15 weeks prior to the expected date of termination of her pregnancy and, subject to section (2) of this Clause, shall, eleven (11) weeks before the expected date of the termination of her pregnancy be granted leave without pay for a period ending not later than twenty-six (26) weeks after the date of the termination of her pregnancy.
- (b) The Employer may:
- (i) upon written request from the Employee, defer the commencement of maternity leave without pay of an Employee or terminate it earlier than twenty-six (26) weeks after the date of the termination of her pregnancy;
  - (ii) grant maternity leave without pay to an Employee to commence earlier than eleven (11) weeks before the expected termination of her pregnancy;
  - (iii) where maternity leave without pay is requested, require an Employee to submit a medical certificate certifying pregnancy.
- (c) Leave granted under this Clause shall be counted for the calculation of "continuous employment".
- (2) (a) After completion of six (6) months continuous employment, an Employee who provides the Employer with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to sections 18 or 20 of the Employment Insurance Act, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.
- (b) An applicant under Clause 21.03(2)(a) shall sign an agreement with the Employer providing:
- (i) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;

- (ii) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.
  - (c) Should the Employee fail to return to work as per the provisions of Clause 21.03(2)(b), the Employee recognizes that she is indebted to the Employer for the amount of maternity leave allowance received.
- (3) In respect of the period of maternity leave, payments made according to the supplementary unemployment plan will consist of the following:
  - (i) for the first two (2) weeks, payments equivalent to ninety-three (93%) percent of her weekly rate of pay; and
  - (ii) for the period during which employment insurance benefits are received, payments equivalent to the difference between the weekly employment insurance benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay.
  - (iii)
    - (a) For a full-time Employee the weekly rate of pay referred to in Clause 21.03 (3) (a) and (b) shall be the weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment on the day immediately preceding the commencement of the maternity leave.
    - (b) For a part-time Employee the weekly rate of pay referred to in Clause 21.03 (3) (a) and (b) shall be the pro-rated weekly rate of pay to which she is entitled for the classification prescribed in her certificate of appointment averaged over the six month period of continuous employment immediately preceding the commencement of the maternity leave.
  - (iv) The employee has no vested right to this allowance except for supplementation of E.I. benefits as provided in this Article.
  - (v) Payments in respect of any other remuneration of severance pay benefits are not reduced or increased by payments received under this Article.
  - (vi) The Employer will inform the Canada Employment and Immigration Commission of any changes in this Article within thirty (30) days of the effective date of the change.
- (4) Further, when a pregnant Employee produces a statement from her physician that her working condition may be detrimental to her health or

that of the fetus, the Employer will either change those working conditions where that is reasonable within his operational requirements or allow the Employee to take leave of absence without pay for the duration of her pregnancy.

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

### EMERGENCY LEAVE

21.04 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.

### ADOPTION LEAVE WITHOUT PAY

21.05 Adoption leave will be deemed the same as maternity leave but only to the extent that the Employer will grant leave of absence without pay and will pay an advance of the Employment Insurance Benefits. The Employee may not be entitled to an allowance under the Supplementary Unemployment Benefit Plan.

## ARTICLE 22

### HOURS OF WORK

- 22.01 (1) All employees except tower persons shall work on the basis of a five (5) day work week, with a scheduled work day of eight (8) hours per day. Employees shall be entitled to two consecutive days of rest each week. Excepting extenuating circumstances, the Employer agrees to distribute the work schedule two 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 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) Tower persons will not be permitted to take a meal break but will be paid at overtime rates after eight consecutive hours of work.
- 22.02 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.
- 22.03 In the event that an Employee is unable to take his meal period or rest period(s) due to operational requirements, the meal period or rest period(s) will be taken at a later time. In the event that an employee is unable to take a meal period or

rest period(s) he will be paid overtime in the amount of time worked due to missing the rest period(s) or meal period.

22.04 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:

- (a) "Overtime" means work performed by an Employee in excess of his regularly scheduled hours of work.
- (b) "Straight time rate" means the hourly rate of pay.
- (c) "Time and one-half" means one and one-half times the straight time rate.
- (d) "Double time" means twice 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 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 (1) 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 requirement.
- (2) An employee will not be required to work overtime if he provides the Employer prior notification of his desire not to work overtime for a

particular period and if the Crew Boss is able to identify another employee who is able to work that period of overtime.

- 23.05 (1) Subject to Article 23.02 an Employee who is requested to work overtime shall be entitled to the appropriate rate described below in (2).
- (2) Overtime work shall be compensated as follows:
- (a) at time and one-half (1½X) for the first four hours of overtime worked; and
  - (b) at double time (2X) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2X) for all hours worked on a second day of rest or holiday.
- 23.06 Where an Employee is required to work two (2) 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 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 (1) Employees shall be paid on every second Friday. Pay cheques of Tower persons will be deposited to the bank of their choice in Hay River.
- (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 pay day.

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

## ACTING PAY

- 24.04 (1) 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.
- (2) When a day designated as a paid holiday occurs on a day when the Employee would otherwise be performing duties on an acting basis, the holiday shall be considered as a day worked for purposes of acting pay.

## SALARY INCREASES

- 24.05 (1) The Employer agrees to pay the negotiated salary increases to every Employee not later than the month following the month in which this Agreement is signed and not later than the month following the month in which any subsequent salary increases become effective.
- (2) The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than two months following the month in which the Agreement is signed.
- (3) Retroactive pay shall be issued on a separate cheque. In the event that retroactive pay is not issued in the time allotted in Clause (2) above, interest at prime rates will also be paid.

24.06 When an Employee is appointed to a new position he shall be paid:

- (a) If the appointment constitutes a promotion as defined in Article 2.01 (y) placement on the new level at a step that equates to at least one increment above his previous salary.
- (b) (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 at the maximum amount.

24.07 (1) Notwithstanding the provisions of Clause 24.01 when a position is converted or, where as a result of audit or review, a converted position is found to be over-classified and the maximum salary payable in the new

range is less than the maximum salary of the incumbent of that position, he shall be paid as the present incumbent of that position in a holding range which will permit him to be paid at a salary which is nearest to and not less than his present maximum salary.

- (2) Where an Employee accepts a transfer or training that would put him in a position nearer to the position before it was reclassified, he shall continue to be paid in the holding range.
- (3) For the purposes of this Article, a present incumbent is an Employee who, subject to the above provisions, continues to receive the annual and negotiated increases for the range of the position before it was reclassified downwards.

24.08 (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. Prior to said recovery, the Employer and employee shall discuss an acceptable recovery schedule. The employee shall repay the overpayment in a reasonable time period.

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

## **ARTICLE 25**

### **REPORTING PAY**

25.01 (1) 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.

- (2) 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.

- (3) 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 (1) 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.
- (2) Compensation for call-back shall be made either in cash or compensatory leave. If compensatory leave is chosen by the Employee, it shall be taken at a time mutually agreeable to the Employer and Employee.
- 26.02 (1) Except in the case of an emergency Employees shall not be required to return to work on a call-back. When Employees do return to work on a call-back, payment under this Article shall be made whether or not work is actually available and performed.
- (2) Subject to (1) above no Employee shall be disciplined for being unable to return to work on a call-back.
- 3) For the purpose of this Section, an emergency situation is defined as any situation where a fire or threat of fire is imminent.

## **ARTICLE 27**

### **SHIFT WORK**

- 27.01 The Employer agrees to pay a shift premium for hours worked outside of an employees regular hours of work as follows:
  - (a) For hours worked outside of an employees regular hours of work before midnight - one dollar (\$1.00) per hour; and
  - (b) for hour worked outside of an employees regular hours of work after midnight - one dollar ten cents (\$1.10) per hour.

## **ARTICLE 28**

### **PERSONAL PACK PROVISIONS**

28.01 The Employer shall provide a fully stocked personal pack to every firefighter and crew boss on their first day of employment each season. The contents of the personal pack shall be replenished on an as needed basis for those items that either become too worn to use or run out. The contents of the personal pack shall be at no cost to the employee and shall consist of the following:

- (i) a Canadian Standard Association Class "B" approved hard-hat;
- (ii) a pack sack;
- (iii) a sleeping bag and foam mat;
- (iv) two pairs of one hundred percent (100%) cotton fire retardant coveralls;
- (v) mosquito bars;
- (vi) a first aid kit;
- (vii) one file;
- (viii) three pairs of thermal winter socks;
- (ix) three pairs of leather work gloves;
- (x) reimbursement of the cost actually incurred by the Employee to a maximum of two hundred dollars (\$200.00) per year for the purchase of suitable work boots upon presentation of a receipt;
- (xi) one mess kit;
- (xii) bug repellent;
- (xiii) one pair of goggles;
- (xiv) one pair of ear protectors;
- (xv) one pup tent;
- (xvi) one rain coat and pants

(xvii) Day Pack

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

- 28.02 (a) The Employer shall provide tower persons a food and living supplies allowance of up to two thousand dollars (\$2000.00) 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 bi-weekly basis.
- (b) The Employer shall provide a fully stocked personal pack to each tower person on their first day of employment each season. The contents of the personal pack shall be replenished on an as needed basis for those items that either become too worn to use or run out. The contents of the personal pack shall be at no cost to the employee and shall consist of the following:
- (i) a day pack;
  - (ii) a sleeping pad and foam mat;
  - (iii) two pairs of regular coveralls;
  - (iv) a first aid kit;
  - (v) two pairs of leather work gloves;
  - (vi) reimbursement of the cost actually incurred by the Employee to a maximum of two hundred dollars (\$200.00) per year for the purchase of suitable work boots upon presentation of a receipt;
  - (vii) one pair of safety glasses;
  - (viii) one pair of ear protectors;
  - (ix) one rain coat and pants;

**ARTICLE 29**

**STANDBY**

- 29.01 (1) Where the Employer requires an Employee to be available on standby during off-duty hours, an Employee shall be entitled to standby payments as follows:
- (a) Twelve dollars (\$12.00) for each eight (8) hour period or portion thereof that an employee is on standby except on a day of rest; Sixteen (\$16.00) for each eight (8) hour period or portion thereof that an employee is on standby on a day of rest.

- (2) An Employee designated by letter or by list for standby duty shall be available during his period of Standby at a known telephone number and shall be available to return for duty.
- (3) An Employee on Standby who is required to report for work shall be paid, in addition to the standby pay, the appropriate overtime rate for all hours worked, subject to a minimum payment of four (4) hours pay at the straight time rate each time he reports, except that this minimum payment shall apply only once during each standby period of eight (8) consecutive hours or portion thereof.
- (4) No disciplinary action will be taken against an Employee who is not available for Standby Duty provided he provides advance notice or a reasonable explanation.

29.02 When an Employee on Standby is required to report for work, and where he uses his personal motor vehicle, he shall receive the appropriate distance rate specified in the duty travel expenses Article.

### **ARTICLE 30**

#### **TECHNOLOGICAL CHANGE**

- 30.01 (1) Both parties recognize the overall advantages of technological change. Both parties will therefore encourage and promote technological change and improvements.
- (2) With this in view, and recognizing the extensive lead time required for the selection, installation and provision of sophisticated equipment, the Employer agrees to provide as much advance notice as possible to the Union of any major technological change in equipment which would result in changes in the employment status or in this Agreement. In addition, the Employer agrees to consult with the Union with a view to resolving problems which may arise as a result of the introduction of such technological change.
  - (3) In cases where Employees may require retraining the Employer will make every reasonable effort to offer training courses.
  - (4) When the implementation of technological change is initiated by Evergreen Forestry Limited Partnership, and when agreement as to its implementation is not reached between the parties, the matter may be referred to arbitration for final determination.

## **ARTICLE 31**

### **PAY FOR TRAVEL ON BEHALF OF EMPLOYER**

- 31.01 (1) Where an Employee is required to travel on behalf of the Employer, he shall be paid:
- (a) when the travel occurs on a regular workday, as though he were at work for all hours travelled;
  - (b) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours travelled, with a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours at the applicable overtime rate.
- (2) For the purpose of this Article, hours travelled includes a one and one half (1½) hour check-in period at airports, bus depots, or train stations, as well as a one and one half (1½) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.
- (3) The Employer will make every reasonable effort to restrict travel outside of an employees' headquarters that requires absence from home beyond a period which includes two (2) weekends.
- (4) Where an Employee is absent from home on a designated paid holiday or day of rest and does not work, he shall receive cash payment at time and one-half (1½) his rate of pay to a maximum of eight (8) hours.

## **ARTICLE 32**

### **LAY-OFF AND JOB SECURITY**

- 32.01 The Employer agrees to hire new staff onto the crews or towers which are scheduled to work the least amount of time. All staff will have the opportunity to apply for positions on crews or towers that are scheduled to work a longer duration in accordance with Article 43 of this Agreement (Vacancies, Job Posting, Promotions, and Transfers).
- 32.02 Before an Employee is laid off:
- (a) each such Employee shall be given three (3) months' 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 three (3) months' 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.
- (c) All Employees subject to a seasonal lay-off shall be notified of the expected date of lay-off at the beginning of the fire season. The Employer may decide that the lay-off will occur at a later date and will notify the Employee of this at the earliest opportunity.
- (d) Where the entire contract between the Evergreen Forestry Limited Partnership 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.

32.03 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.

32.04 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.

#### COOLING OFF PERIOD - 2 WORKING DAYS

32.05 An Employee who wilfully terminates his employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if he does so within two (2) working days. Should the Employer refuse to allow the Employee to return to work, the termination shall be considered as a discharge, effective the date that the Employee sought to return to work, and may be grieved as a discharge. This Clause shall apply to an employee only once per fire season.

32.06 The Employer shall give notice of recall 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.

32.07 The Employee shall return to work within fourteen (14) working days of receipt of notice of recall unless a later date is specified or, unless, on reasonable grounds,

he is unable to do so. Inability to communicate shall be considered as reasonable grounds.

- 32.08 During the month of January, the Employer will notify employees of their intention to recall the employee to employment.
- 32.09 By March 15 of each year Employees should provide the Employer notification of their current address.
- 32.10 An employee who resigns for health reasons or retires is entitled to one weeks pay for each completed three (3) seasons of employment to a maximum of five (5) weeks pay. Seniority for the purposes of this clause will commence Oct 31, 1995.

### **ARTICLE 33**

#### **STATEMENT OF DUTIES**

- 33.01 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.
- 33.02 Upon written request, an Employee shall be given a complete and current statement of duties and responsibilities of his or her position.

### **ARTICLE 34**

#### **EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

- 34.01 (1) When a formal review of an Employees 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 36 to correct any factual inaccuracies in his performance appraisal.
- (2) The formal review of an Employees 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.

- 34.02 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.
- 34.03 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 four (4) fire seasons provided no further disciplinary action has been recorded.
- 34.04 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.
- 34.05 (1) The Employer's representative who assesses an Employees performance must have observed or have consulted with another crew boss or manager who has observed the Employees performance for at least one-half ( $\frac{1}{2}$ ) of the period for which the Employees 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 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. The Employer shall not ask questions of the representatives on confidential matters and the representative shall not be forced to testify against an Employee.

## **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 before applying the new or revised classification standard, negotiate with the Union the rates of pay and the rules affecting the pay of Employees for the classifications affected. If the parties fail to reach agreement within ninety (90) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.

## **ARTICLE 36**

### **ADJUSTMENT OF DISPUTES**

36.01 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 direction 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;
- (c) dismissal; and
- (d) letters of discipline placed on personnel file.

36.02 If he so desires, an Employee may be assisted and represented by the Union when presenting a grievance at any level.

36.03 An Employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to his immediate supervisor who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
- (b) provide the Employee with a receipt stating the date on which the grievance was received by him.

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

- (a) First Level (Base Manager);
- (b) Second Level (General Manager);
- (c) Final Level (arbitration).

36.05 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.

- 36.06 An Employee may present a grievance to the first level of the procedure in the manner prescribed in Article 36.03 not later than twenty-five (25) 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.
- 36.07 The Employer shall reply in writing to an Employees grievance within fourteen (14) calendar days at level 1, and level 2.
- 36.08 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 or settlement 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 Article 36.07 within fourteen (14) calendar days after the day the reply was due.
- 36.09 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.
- 36.10 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 procedures shall apply except that the grievance may be presented at the Final Level.
- 36.11 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.
- 36.12 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.
- 36.13 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.
- 36.14 The time limits stipulated in this procedure are mandatory but may be extended by mutual agreement between the Employer and the Employee, and where appropriate, the Union Representative. Where any of the time limits for filing or advancing a grievance are not complied with and are not extended by mutual

agreement, the grievance shall be deemed to have been abandoned and may not be referred to arbitration.

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

### ARBITRATION

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

36.17 (1) 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.

(2) 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 Industrial Relations Board shall be asked to appoint said arbitrator. This appointment shall be accepted by both parties.

36.18 The parties to this Agreement agree that disputes should be adjusted as quickly as possible. To this end, the parties agree that northern arbitrators are desirable, therefore during the term of this Agreement the parties will work towards agreement on a list of northern arbitrators.

36.19 (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 three months of the hearing.

36.20 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.

36.21 The Employer and the Union shall each pay one-half ( $\frac{1}{2}$ ) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.

36.22 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.

36.23 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 37**

#### **CONTRACTING OUT**

37.01 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 38**

#### **LABOUR/MANAGEMENT COMMITTEE**

38.01 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.

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

38.03 The Committee will meet at any time at the request of either party, but in any event will meet at least twice per fire season.

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

**RIGHT TO REFUSE DANGEROUS WORK**

- (1) An Employee shall have the right to refuse to work in dangerous situations.
  - (a) An Employee may refuse to do any particular act or series of acts at work which he has reasonable grounds to believe are dangerous to his health or safety or the health or safety of any other person at the place of employment until sufficient steps have been taken to satisfy him otherwise, or until the NWT Safety Officer or his designated representative has investigated the matter and advised him otherwise.
  - (b) No loss of wages or discriminatory action shall be taken against any worker by reason of the fact that he exercised the right conferred upon him in this section. No other Employee shall be assigned to use or operate any machine, device, material or thing or perform any part of the work which is being investigated pending resolution of the situation.

(2) **FIRST AID/FIRST AID TRAINING**

**FIRST AID**

- (a) The Committee should ensure that Employees can obtain the assistance of a first aid attendant easily and rapidly in all workplaces.
- (b) 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, where not provided by the GNWT.
- (c) 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.
- (d) Maintaining current certification in basic First Aid and basic CPR at a level A is a condition of employment.

### FIRST AID TRAINING

- (3) The Employer will encourage Employees to take first aid courses and will assume the costs of such courses and also the costs of refresher courses required to maintain the validity of a certificate. Employees taking first aid training shall be granted leave with pay for the duration of the courses.

### TRANSPORTATION OF INJURED WORKERS

- (4) (a) 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 Employees behalf by the Employer in such a situation, the Employer may recover that amount from the Employee.
- (b) The Company will make every effort to have Renewable Resources respond to emergency evacuation needs at the worksite to all employee within one hour.

### OCCUPATIONAL HEALTH EXAMINATIONS

- (5) (a) Where the Employer requires an Employee to undergo an occupational health examination by a qualified practitioner, chosen by the Employee, the examination will be conducted at no expense to the Employee.
- (b) An Employee shall be granted leave with pay to attend the examination and the Employer shall assume the cost of any travel expenses.
- (c) All occupational health information, forms and records transmitted or used in connection with these occupational health examinations will be conveyed to the Employee involved and maintained in a medical confidential status and retained within the medical community.
- (d) The work environment will be monitored and where a problem is perceived by the Committee it shall be investigated and remedied as appropriate.

## PROTECTIVE CLOTHING AND EQUIPMENT

- (6) (a) The Employer shall provide and pay for all protective devices, clothing and other equipment necessary to properly protect Employees from injury and unhealthy conditions. The Employer shall make provisions for the proper cleaning and maintenance of all safety equipment, devices and clothing at no cost to the Employees.
- (b) The Employer shall provide safe, reliable transportation for all work crews. Inspections shall be conducted by the driver on a weekly basis and any mechanical repairs that are required will be reported to the Employer so the Employer can deal with it on a timely basis.

## THE RIGHT TO KNOW HAZARD IDENTIFICATION

- 38.05 (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.

## INFORMATION AND INVESTIGATIONS CONCERNING HEALTH HAZARDS AND WORK INJURIES

- (2) (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. 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.
- (b) If the Employer receives a copy of the report of injury it shall be passed on to the Union.

## PROVISION OF LEGISLATION OR EMPLOYER'S POLICIES

- (3) 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:
  - (a) Handbook of Occupational Health and Safety (Treasury Board of Canada); or
  - (b) Part II Canada Labour Code and Regulations; or

(c) Territorial Legislation.

38.06 In the event that the premises of the Employer become "smoke-free", the Employer shall provide a designated area in each of the Employer's premises where smoking will be permitted.

**EMPLOYEE ASSISTANCE PROGRAM**

38.07 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.

38.08 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 medical disorders; 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, the Employee will be permitted to use accumulated sick leave credits or take leave without pay to attend the treatment program and will be required to provide a certificate evidencing completion of the program before returning to work. Notwithstanding the foregoing, the Employer reserves the right to discipline and dismiss an Employee where alcohol or drug use or addiction interferes with his work performance.

**SAFETY TRAINING**

38.09 The Employer shall provide the following training to all employees as required:

- (1) WHIMIS
- (2) Standard First Aid

(3) Dangerous Goods

**ARTICLE 39**

**DUTY TRAVEL**

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

**ENTITLEMENT**

39.02 The entitlements set out hereunder are subject to limitations in Clauses 39.05, 39.07 and 39.08. 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.

**TRANSPORTATION**

39.03 The cost of transportation is authorized as follows:

- (a) economy air (employees may be entitled to travel first class if proof is provided that economy air was not available on a required flight);
- (b) privately owned car (refer to Clause 39.10);
- (c) chartered aircraft;
- (d) first class rail with sleeping car, duplex roomette, or parlour car chair except that coach class should normally be used for short trips;
- (e) rented or hired cars - where this is the most reasonable or economical means of travel. Employees renting vehicles are to ensure that the rental charge includes an item for cost of insurance coverage for damage to the vehicle and that there is insurance against all liability;
- (f) privately owned aircraft

**ACCOMMODATION**

39.04 (1) Commercial Accommodation(Not Exceeding Fifteen (15) Calendar Days) - employees will be reimbursed for actual costs of authorized accommodation. Where possible employees shall use hotels which provide special rates for Company employees. When making a reservation with a listed hotel, it should be clearly indicated that the

accommodation is for a Company employee in travel status and is to be at the Company agreed rate. Commercial accommodation expenses must be accompanied by receipts.

- (2) Accommodation for periods in excess of Fifteen (15) calendar days - Normally the employee will be expected to make appropriate arrangements for suitable rental accommodation at weekly or monthly rates. This should be arranged prior to the start of the period in travel status or shortly after arrival.
- (3) Non-Commercial Accommodation - where employees make private arrangements for overnight accommodation, they may claim \$13.50 for each night. This rate will be adjusted as the Federal rate is changed.
- (4) 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 \$13.50 non-commercial accommodation allowance referred to in 39.04(3), and are financially responsible for any damage incurred. Employees provided with this accommodation are not required to pay rent if they are in receipt of a private accommodation allowance or are paying rent at their usual place of residence.

#### MEALS AND INCIDENTAL EXPENSES

- 39.05 (1) 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.

If meals are provided as part of the cost of transportation, they cannot be claimed for by the employee.

These rates will be the same as the GNWT rates.

#### NOTE

Where the actual cost of meals and services exceeds the maximum allowance, and where the reason for this excess can be justified, and the expenses supported by receipts (cost of meals is not to be included on hotel bill), the employee will be reimbursed for the actual expense

incurred. Where receipts cannot be provided, reimbursement will be made for the meal allowances outlined above.

- (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 \$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

39.06 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 \$2.00 per day for each subsequent day supported by receipts in all cases.
- (e) local phone calls for business purposes.
- (f) payment of casual wages for service personnel where a satisfactory explanation is provided, not to exceed \$50.00.
- (g) Child care expenses - employees may be reimbursed a maximum of \$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.

## LIMITATIONS

39.07 Notwithstanding Clause 39.06 (f), no item of "other expenses" or transportation in excess of five dollars (\$5.00) will be reimbursed unless it is supported by a receipt.

39.08 The following expenses will not be allowed:

- (a) purchase of briefcases, fountain pens, tools or any other supplies or equipment;
- (b) rental of television or radio receiving sets, where not included in the charge for lodgings;
- (c) purchases of a personal nature, such as baggage, clothing, etc.
- (d) subject to Clause 39.06(a), telephone, telegraph, cable, or radio messages of a personal nature except in the case of unavoidable delay in arrival home;
- (e) expenses of any kind incurred during stopovers for personal reasons or during periods of leave, with or without pay;
- (f) any losses of money or of personal belongings.

## PROCEDURE

- 39.09 (1) The Employer shall authorize Duty Travel by signing the Travel Authorization and Expense Claim before the start of the trip.
- (2) This form is to be submitted as a request for an advance of travel expenses where this is required.
  - (3) All requests for advances should be submitted at least three (3) working days before the trip commences.
  - (4) The form will be returned to the claimant along with the cheque for the advance.
  - (5) Within ten (10) days of completing the trip, the employee shall submit his claim for expenses on the pre-authorized form for approval by the Employer along with a personal cheque to cover any amount by which the travel advance exceeds the total of the claim.

- (6) No employee is allowed to have more than one travel advance outstanding at any one time, unless circumstances indicate the need for two. Failure to comply with this regulation will result in automatic payroll deductions being initiated for the total amount of the advance.

#### TRAVEL BY PRIVATELY OWNED CAR

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

39.11 Subject to Clauses 39.13 and 39.14, 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 .35 cents per kilometre for travel within the Territories and 30.5 cents per kilometre for travel elsewhere;
  - (ii) for the individual's rather than the Employer's convenience - an allowance of 13 cents per kilometre.

These rates will be adjusted as the Federal rates are changed.

- (b) reimbursement for ferry, bridge, road and tunnel tolls and parking charges;
- (c) other travel expenses where applicable.

#### LIMITATIONS

39.12 The following limitations shall apply:

- (a) persons not covered by personal insurance shall not be authorized to use a private car on Employer business;
- (b) the Employer will not pay for any additional cost of insurance which may be required on the Employees 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.

39.13 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.

#### PROCEDURE

- 39.14 (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.

## LIMITATION

39.15 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.

## HEADQUARTERS TRAVEL

39.16 The Employer will reimburse employees for unusual transportation expenses necessarily incurred while carrying out their duties within their headquarters area.

## ENTITLEMENT

39.17 Subject to the Employer's approval, payment shall be made for transportation in the headquarters area of the employee in the following circumstances:

- (a) for a taxi between home and place of duty where the employee is required to work after normal hours and circumstances such as the combination of late hours, weather and distance make it unreasonable to use his normal means of getting to or from work;
- (b) where transportation is necessary for such reasons, as the carrying of bulky documents or because of the time factor and the method chosen is the most economical under the circumstances.

39.18 Where a privately owned car is authorized for unusual transportation purposes within the headquarters area, entitlement will be as set out in Clause 39.12.

## LIMITATIONS

39.19 Except with the prior approval of the Employer, no payment shall be made for daily transportation expenses within a headquarters area between the home of an employee and his place of duty.

39.20 Entitlements under this Article will be increased in accordance with improvements to the Collective Agreement between the Minister of Personnel for the Government of the Northwest Territories and the Union of Northern Workers.

## ARTICLE 40

### SHORT TERM LEAVE FOR TRAINING PURPOSES

40.01 Leave without pay to take advanced or supplementary professional or technical training of less than one academic year may be granted to an Employee with the approval of the Employer.

40.02 Such leave shall be based on an appraisal of the present and future job requirements and the qualifications of the Employee applying therefore and shall be granted only to meet the identified needs.

- (a) Full or partial financial assistance in respect of salary, tuition, travelling, and other expenses may be granted during such leave:
  - (i) where the Employee has become technically obsolete and requires retraining to satisfactorily carry out the work assigned to him; or
  - (ii) where the courses are required to keep the Employee abreast of new knowledge and techniques in his field of work; or
  - (iii) where qualified persons cannot be recruited to carry out essential work and it is necessary to train present Employees.
- (b) Refund of tuition fees, in respect of courses may be made on receipt of evidence of successful completion, if the course is of value to the Employees work; does not require him to absent from duty; and has the prior approval of the Employer. Such refund of tuition fees shall not be unreasonably denied.
- (c) Under this Article, leave with full or partial financial assistance in respect of salary will carry with it the obligation to return after leave to work for the Employer for a period equivalent to the leave.

40.03 Where a request for leave under this Article has been submitted by an Employee, the Employer shall, within a reasonable period from the date of the Employees submission, advise the Employee whether his request has been approved or denied.

40.04 When an uncertified employee is hired, the Employer shall ensure that he attains the proper certification at the earliest possible time. The training and tests required for an employee to upgrade to the certified level shall be at no cost to the employee.

## **ARTICLE 41**

### **CIVIL LIABILITY**

41.01 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 General 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, provided that the conduct of the Employee which gave rise to the action or proceedings did not constitute a gross disregard and gross neglect of his duty as an Employee; 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 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 42**

### **SUSPENSION AND DISCIPLINE**

- 42.01 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 all relevant mitigating factors.
- 42.02 When an Employee is 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.
- 42.03 The Employer shall notify the local representative of the Union that such suspension has occurred or is to occur.
- 42.04 When Employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a representative of the

Employer, the employees are entitled to have, at their request, a representative of the Union attend the meeting.

42.05 In the event of a suspension with or without pay or termination, the following procedures shall be followed;

- (a) The Labour/Management Committee shall meet to review the disciplinary action and shall attempt to resolve the matter within four (4) days of the disciplinary action.
- (b) Failing a suitable resolution through the Labour/Management Committee, the Employee may have recourse to the normal grievance and arbitration procedure in Article 36.

### **ARTICLE 43**

#### **VACANCIES, JOB POSTING, PROMOTIONS, AND TRANSFERS**

43.01 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.

43.02 Seniority shall be the governing factor in determining promotions, demotions, order of lay-off and order of recall, 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. Within the three (3) months' probationary period, the Employee may notify the Employer of his desire to revert to his former position. The Employer shall facilitate this request within a reasonable period of time.

43.03 No Employee shall be transferred to a position outside the bargaining unit without his consent. If an Employee is transferred to a position outside the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such Employee shall have the right to return to a position in the bargaining unit consistent with his seniority accumulated up to the date of transfer outside the unit.

43.04 No Employee shall be transferred to another position within the bargaining unit without his consent.

43.05 New Employees shall not be hired when there are Employees on lay-off who are qualified and willing to perform the job.

## **ARTICLE 44**

### **BENEFIT PLANS**

44.01 The Employer shall provide the following benefits on the basis that 60% of the premiums will be paid by the Employer and 40% of the premiums will be paid by the Employees;

- (i) Pension Plan
- (ii) Dental Care - \$450.00 per fiscal year (shall include coverage for dependant's, shall be for non-cosmetic care only)
- (iii) Accident Insurance
- (iv) Life Insurance

## **ARTICLE 45**

### **CREDIT FOR PREVIOUS EXPERIENCE**

45.01 Wage rates for new and rehired Employees shall be established as follows, if applicable:

- (a) Employees who have previously been employed with the Employer shall receive one hundred percent (100%) credit for previous experience provided that the previous experience is within the immediately preceding three (3) years and provided that the Employee holds all certifications required by legislation or pursuant to the contract between the Employer and the Government of the Northwest Territories.
- (b) For an Employee who has gained related experience elsewhere, their related experience shall be taken into consideration by the Employer when determining their starting increment level provided that the previous experience is within the immediately preceding three (3) years and provided that the Employee holds all certifications required by legislation or pursuant to the contract between the Employer and the Government of the Northwest Territories.

**ARTICLE 46**

**LIVING ALLOWANCE**

46.01 All Employees shall receive a living allowance of four dollars and fifty cents (\$4.50) per regular hour worked.

**ARTICLE 47**

**WAGE RATES**

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

**ARTICLE 48**

**EFFECTIVE DATE**

48.01 The terms and conditions of this agreement will be effective immediately following ratification.

**ARTICLE 49**

**RE-OPENER OF AGREEMENT AND MUTUAL DISCUSSIONS**

**RE-OPENER OF AGREEMENT**

49.01 This Agreement may be amended by mutual consent.

**MUTUAL DISCUSSIONS**

49.02 The Employer and the Union acknowledge the mutual benefits to be derived from dialogue between the parties and are prepared to discuss matters of common interest.

**ARTICLE 50**

**RECALL**

50.01 All seasonal employees employed shall be recalled for each and every season thereafter.

## **ARTICLE 51**

### **TOWER PERSONS**

51.01 The Employer shall provide to all Tower Persons adequate training and/or a refresher course with pay, before the start of the Fire Season.

## **ARTICLE 52**

### **DURATION AND RENEWAL**

52.01 The term of this Agreement shall be from December 1, 2005 to November 30, 2010.

All other provisions of this Agreement take effect on the date of ratification unless another date is expressly stated therein.

52.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 36, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.

52.03 Within four (4) 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.

52.04 Where notice to commence collective bargaining has been given under Clause 52.03, the Employer shall not without consent by or on behalf of the Employees affected, increase or decrease salaries or alter any other term or condition of employment of Employees in the Bargaining Unit which was in force on the day on which the notice 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 I.

## **ARTICLE 53**

### **SOCIAL JUSTICE FUND**

53.01 As of December 1, 2009 the Employer agrees to provide the PSAC an annual contribution to the PSAC Social Justice Fund equivalent to one cent (1¢) per hour for all hours worked by each employee in the bargaining unit. The payment

will be provided to the PSAC on September 30<sup>th</sup> of each year. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters of Patent of the PSAC Social Justice Fund.

**APPENDIX A**  
**RATES OF PAY**

**HOURLY RATES BASED ON 40 HOUR WORK WEEK**

Effective December 1, 2005

<u>Crew Boss</u>	<u>Fire Fighters</u>	<u>Tower Persons</u>
17.05	16.12	16.12
18.02	17.03	17.03
18.53	17.48	17.48
19.09	17.98	17.98
19.65	18.50	18.50

Effective December 1, 2006

<u>Crew Boss</u>	<u>Fire Fighters</u>	<u>Tower Persons</u>
17.31	16.36	16.36
18.29	17.29	17.29
18.81	17.74	17.74
19.38	18.25	18.25
19.94	18.78	18.78

Effective December 1, 2007

<u>Crew Boss</u>	<u>Fire Fighters</u>	<u>Tower Persons</u>
18.00	17.01	17.01
19.02	17.98	17.98
19.56	18.45	18.45
20.16	18.98	18.98
20.74	19.53	19.53

Effective December 1, 2008

<u>Crew Boss</u>	<u>Fire Fighters</u>	<u>Tower Persons</u>
18.86	17.82	17.82
19.92	18.83	18.83
20.49	19.33	19.33
21.12	19.88	19.88
21.73	20.46	20.46


Effective December 1, 2009


<u>Crew Boss</u>	<u>Fire Fighters</u>	<u>Tower Persons</u>
19.76	18.67	18.67
20.87	19.72	19.72
21.46	20.25	20.25
22.12	20.82	20.82
22.76	21.43	21.43


Signed in Hay River, Northwest Territories on the 31<sup>st</sup> day of August, 2010

Evergreen Forestry Limited Partnership

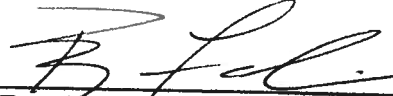
Public Service Alliance of Canada


  
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Wilfred LaFleur  
Manager

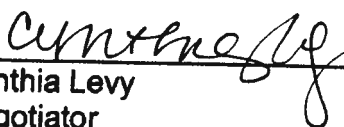
  
\_\_\_\_\_  
Jean - Francois Des Lauriers  
Regional Executive Vice-President  
PSAC North

  
\_\_\_\_\_  
Peter Sabourin  
Board Member

\_\_\_\_\_  
James Matto  
Committee Member

  
\_\_\_\_\_  
Roy Fabian  
Board Member

  
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Walter Bonnetrouge  
Committee Member

  
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Cynthia Levy  
Negotiator

  
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Sean Glavine  
Regional Representative