

1990, chapter 9
**AN ACT TO ENSURE CONTINUITY OF
ELECTRICAL SERVICE BY HYDRO-QUÉBEC**

Bill 58

Introduced by Madam Lise Bacon, Minister of Energy and Resources

Introduced 3 May 1990

Passage in principle 4 May 1990

Passage 4 May 1990

Assented to 4 May 1990

Coming Into force: 4 May 1990

Act amended: None





CHAPTER 9

An Act to ensure continuity of electrical service by Hydro-Québec

[Assented to 4 May 1990]

THE PARLIAMENT OF QUÉBEC ENACTS AS FOLLOWS:

DIVISION I

OBJECT AND INTERPRETATION

Termination
of dispute

1. The object of this Act is to terminate the dispute over renewal of the last collective agreements accepted by Hydro-Québec and the associations of employees, so as to ensure the continuous supply of electrical service.

Definitions

2. In this Act, unless the context indicates otherwise,

“association
of em-
ployees”

“association of employees” means the Syndicat des employés de métiers d’Hydro-Québec, (Canadian Union of Public Employees), local 1500 (FTQ), the Syndicat des technicien-ne-s d’Hydro-Québec, (Canadian Union of Public Employees), local 957 (FTQ), and the Syndicat des employé-e-s de bureau d’Hydro-Québec, (Canadian Union of Public Employees), local 2000 (FTQ);

“employee”

“employee” means an employee within the meaning of the Labour Code (R.S.Q., chapter C-27), who was an employee of Hydro-Québec on 3 May 1990 or has become so thereafter, and who is included in a bargaining unit for which an association of employees is certified.

DIVISION II

RENEWAL OF THE COLLECTIVE AGREEMENTS

Collective
agreements

3. The last collective agreements accepted by Hydro-Québec and the associations of employees are hereby renewed.

Collective
agreements

4. The conditions of employment stipulated by these collective agreements are amended to give effect to the provisions contained in Schedules I, II, III and IV.

Collective
agreements

5. The conditions of employment amended pursuant to section 4 form part of the renewed collective agreements until their date of expiry and constitute collective agreements within the meaning of the Labour Code.

DIVISION III

CONTINUITY OF SERVICE

Obligations,
employees

6. Every employee shall, from 8:00 a.m. on 4 May 1990, perform all the duties attached to his functions in accordance with the conditions of employment that are applicable to him, without stoppage, slowdown, reduction or alteration in his activities.

Obligations,
officers

7. From 8:00 a.m. on 4 May 1990, the officers of Hydro-Québec shall take the appropriate measures to ensure the continuous supply of electrical service.

Obligations,
association
of employees

8. Every association of employees shall, before 8:00 a.m. on 4 May 1990, communicate the contents of this Act to the employees it represents.

Compliance

Every association of employees must take the appropriate measures to induce the employees it represents to comply with section 6.

Strike

9. No association of employees may declare or provoke a strike or the carrying on of a strike or organize any concerted action that involves the employees in acts or omissions contrary to section 6.

Interference

10. No person may, by any act or omission, hinder employees or the officers or representatives of Hydro-Québec in the proper performance of their duties.

Interference

11. No person may prohibit or hamper the access of a person to a place to which he has a right of access to perform his duties or to receive a service provided by Hydro-Québec or prevent or hamper the carrying out of maintenance or construction work carried out on behalf of Hydro-Québec.

DIVISION IV

ADMINISTRATIVE AND DISCIPLINARY SANCTIONS

§ 1.—*Salary deductions*Deductions
suspended

12. Hydro-Québec shall cease to withhold from the salary of an employee any amount contemplated in section 47 of the Labour Code and any union assessment under a collective agreement, upon the declaration or provocation of a strike or of the carrying on of a strike or the organization of concerted action in contravention of section 9 by the certified association of employees representing the employee.

Deductions
suspended

13. The Government, if of the opinion that the number of employees represented by an association of employees who are complying with section 6 is insufficient to allow continuity of electrical service to be ensured, may prescribe that Hydro-Québec cease to withhold from the salary of those employees any amount contemplated in section 47 of the Labour Code or any union assessment under a collective agreement.

Duration

14. The cessation of withholdings shall continue for twelve weeks for each day or part of a day during which the strike or the concerted action continues or during which the Government establishes that the number of employees represented by the association of employees who are complying with section 6 is insufficient to ensure continuity of electrical service.

Prohibition

15. Where withholdings must cease under section 12 or 13, Hydro-Québec is prohibited from withholding any other amount intended for payment to the association of employees in place of the amount contemplated in section 47 of the Labour Code or the assessment.

§ 2.—*Reduction of salary*Contraven-
tion

16. No employee who contravenes section 6 may be remunerated for the period in which he is in contravention.

Salary
reduction

In addition, the salary to be paid to him under the collective agreement applicable for work done after the contravention is reduced by an amount equal to the salary provided for each period in which he contravened section 6.

Deductions

Hydro-Québec, upon ascertaining a contravention of section 6, shall make the deductions resulting from the application of the second

paragraph, up to 20 % of the salary for a pay period. It shall pay the sums deducted into a trust account. No disposition of these sums shall be made thereafter except for the benefit of consumers of electricity, as the Government may determine, or to carry out an arbitration award pursuant to section 18.

Arbitration **17.** Any disagreement as to the application of section 16 shall be referred for arbitration as if it were a grievance within the meaning of the Labour Code.

Reimbursement **18.** No reimbursement of the amount contemplated in the second paragraph of section 16 may be ordered unless the employee complied with section 6 or unless he was prevented from complying therewith despite having taken every reasonable means to do so, and his failure to comply with section 6 was not part of any concerted action.

DIVISION V

PENAL PROCEEDINGS

Offences and penalties **19.** Every person who contravenes or incites or encourages a person to contravene any provision of section 6 or 7, the first paragraph of section 8, or section 10 is guilty of an offence and liable, in addition to costs, to a fine

(1) of \$25 to \$100 in the case of an employee or other natural person not contemplated in paragraph 2;

(2) of \$5 000 to \$25 000 in the case of a person who is an officer, employee or representative of an association of employees or an officer or representative of Hydro-Québec;

(3) of \$20 000 to \$100 000 in the case of an association of employees.

Offence and penalty **20.** Every association of employees that fails to comply with a provision of the second paragraph of section 8 or section 9 is guilty of an offence and liable, in addition to costs, to the fine prescribed in paragraph 3 of section 19 for each day or part of a day during which a strike or concerted action continues or during which employees represented by the association contravene section 6.

Offence and penalty **21.** Every person who contravenes a provision of section 11 is guilty of an offence and liable, in addition to costs, to a fine of \$1 000 to \$10 000.

Amount
of fine

In the case of a person described in paragraph 2 of section 19, the fine prescribed in the first paragraph is \$10 000 to \$60 000.

Aiding
in the
commission
of an
offence

22. Every person who, by act or omission, assists another in committing an offence under this Act is guilty of the offence as if he had committed it himself if he knew or should have known that his act or omission would probably result in aiding the perpetration of the offence.

Abetting
the com-
mission
of an
offence

23. Every person who, by abetment, counsel or command, induces another to commit an offence under this Act is guilty of the offence and of any other offence committed by the other as a result of the abetment, counsel or command if he knew or should have known that his action would probably result in the perpetration of the offence.

Separate
offences

24. Where an offence described in any of sections 19 to 23 continues for more than one day, a separate offence shall be counted for each day or part of a day during which the offence continues.

Proceedings

25. Proceedings shall be brought by the Attorney General or by a person generally or specially authorized by him in writing for that purpose.

DIVISION VI

MISCELLANEOUS PROVISIONS

Application
of Labour
Code

26. This Act does not have the effect of exempting an employee, an association of employees or Hydro-Québec from the application of the Labour Code.

Prevalence

27. The provisions of Division IV prevail over any inconsistent clauses of the collective agreements contemplated by this Act and apply until the date of expiry of such agreements.

Prosecution
of
offences

28. Until the date of coming into force of the Code of Penal Procedure, offences under this Act shall be prosecuted pursuant to the Summary Convictions Act (R.S.Q., chapter P-15) and, notwithstanding subsection 2 of section 12 of that Act, such offences may be set out in a single count.

Coming
into force

29. This Act comes into force on 4 May 1990.

SCHEDULE I

Provisions amending the conditions of employment stipulated in each of the collective agreements accepted by Hydro-Québec and the associations of employees.

1. Salary

For the period commencing on 19 December 1988 and ending on 17 December 1989, the salary rates and scales in force on 18 December 1988 shall be increased, as of 19 December 1988, by a percentage equal to 4%.

For the period commencing on 18 December 1989 and ending on 16 December 1990, the salary rates and scales in force on 17 December 1989 shall be increased, as of 18 December 1989, by a percentage equal to 5.13%.

For the period commencing on 17 December 1990 and ending on 15 December 1991, the salary rates and scales in force on 16 December 1990 shall be increased, as of 17 December 1990, by a percentage equal to 4%.

If required, the percentage of increase established in the preceding paragraph shall be replaced by a maximum percentage of 5%, calculated according to the following formula:

$$\begin{array}{l} \text{Percentage} \\ \text{applicable as} \\ \text{of 16 December} \\ \text{1990} \end{array} = \frac{\text{CPI for October 1990} - \text{CPI for October 1989}^{(1)} \times 100}{\text{CPI for October 1989}}$$

where CPI = the Consumer Price Index for Canada, as published by Statistics Canada.

If the percentage calculated as indicated above is greater than 4%, the resulting rates and scales shall replace the rates and scales set for the period commencing on 17 December 1990 and ending on 15 December 1991.

The increase in salary rates and scales will be effected within three (3) months after publication of the CPI for the month of October 1990.

(1) If, in the quotient obtained, the decimal point is followed by five digits, the fifth digit is dropped if under five, or, if the fifth digit is five or over, the fourth digit is increased by one and the fifth digit is dropped.

For the period commencing on 16 December 1991 and ending on 13 December 1992, the salary rates and scales in force on 15 December 1991 are increased, as of 16 December 1991, by a percentage equal to the basic rate applicable in 1992 to public and parapublic sector employees.

The salary adjustments provided for in the preceding paragraphs cannot have the effect of increasing the salary of any employee above the new maximum for his job class.

2. Paragraphs 34.02, 34.03 and 34.04 are struck out.

3. Paragraph 12.17 is replaced by the following:

“12.17. Right of Withdrawal

A) Any employee is entitled to refuse to carry out work if he has reasonable grounds to believe that carrying out such work would expose him to a danger for his health, safety or physical integrity, or could have the effect of exposing another person to a similar danger.

However, he may not exercise the right granted to him in the preceding paragraph if his refusal to work places in immediate danger the life, health, safety or physical integrity of another person or if the conditions in which this work is to be carried out are regular for the type of work he does.

To exercise his right of withdrawal, the employee must immediately report the fact to his immediate superior or, if this is not possible, to a representative of the enterprise; he is then deemed to be at work while he exercises this right, and may be temporarily assigned to another task which he may reasonably be expected to accomplish.

B) Where there is disagreement between the immediate superior and the employee, the case shall be submitted to the local health and safety committee, which shall report to the director of the service or to the regional vice-president concerned. The report may include any appropriate recommendation.

The director of the service or the regional vice-president shall take the necessary decision.

If such decision is not considered by the employee to be satisfactory and he wishes to contest it, he must immediately, to the exclusion of any other recourse provided for in the collective agreement, avail himself of the recourse provided for in section 18 of the Act respecting occupational health and safety.

C) Management may not, until a final decision is reached, impose a disciplinary measure on an employee who exercises his right of withdrawal under paragraph (A) above. However, following a final decision, it may, according to circumstances, impose a disciplinary measure on an employee who has exercised his right of withdrawal in an abusive way.”

4. Notwithstanding paragraph 19.10 F), letter of agreement no. 20 “Temporary employees – Length of Service” – and letter of agreement no. LGR-1 La Grande Region:

- Management may hire native employees for temporary positions in the James Bay territory of the La Grande region and the Chibougamau section of the Saguenay region.
- During hiring for such temporary positions, the time spent in training by the employees hired will be recognized for the purposes of length of service.
- The headquarters of such employees will be determined by Management during hiring for the temporary positions.

5. Duration of the Collective Agreement

This collective agreement comes into force on 3 May 1990 and expires on 13 December 1992.

It remains in force throughout the negotiations for its renewal and until the coming into force of a new collective agreement.

6. Retroactivity

The clauses of the collective agreements relating to retroactivity are amended by the following paragraphs:

“The provisions of this collective agreement do not have a retroactive effect except with respect to salaries.

The retroactivity also applies to any employee who is no longer employed by the Service on the date of coming into force of the collective agreement in proportion to the hours remunerated for the period 19 December 1988 to 17 December 1989 and in proportion to the hours remunerated for the period 18 December 1989 to the date of coming into force of the collective agreement.

The amounts owed for retroactivity shall be paid within four months from the coming into force of the collective agreement.”

SCHEDULE II

Provisions amending the conditions of employment stipulated in the collective agreement accepted by Hydro-Québec and the Syndicat des employés de métiers d'Hydro-Québec, Local 1500, C.U.P.E.-F.T.Q.

1. Night shift for underground activities in the St. Lawrence region.

The collective agreement is amended by adding the following schedule:

The Management intends to form a group of not more than 36 jointers assigned to the night schedule taking into account work to be carried out on the underground distribution network and the impact of daytime work on the service to customers.

Notwithstanding any provision to the contrary contained in the collective agreement, the work schedule in force of not more than eighteen (18) employees broken down into nine positions of team leader and nine positions of 5th year level or more is amended as follows:

(1) the employees are chosen according to the normal requirements of the job. Management shall ask the regional group of employees, beginning with the most senior in the job concerned, until an employee accepts. If no-one accepts, the most junior employee who meets the normal requirements shall be assigned;

(2) the regular working day shall not exceed ten (10) hours. The regular working week is spread over Monday through Thursday or from Tuesday through Friday, inclusive;

(3) working hours shall be from 6:30 PM to 5:00 AM with half an hour ($\frac{1}{2}$) without remuneration for mealtime;

(4) (a) in order to respect the regular working week, which does not exceed thirty-eight (38) hours and forty-five (45) minutes on an annual average, the employee shall accumulate one (1) hour and fifteen (15) minutes per week. This accumulated time shall be taken as leave in accordance with section 23.01 A) of the collective agreement;

(b) for the purposes of remuneration, the regular working week shall be equivalent in terms of salary to thirty-eight (38) hours and forty-five (45) minutes;

(5) overtime done in excess of the regular working day of ten (10) hours shall be paid at the rate of one and a half times the hourly salary rate of the employee for the first hour of work and at the rate of double the hourly salary rate of the employee for any work done after the first hour, until the beginning of the following regular working day;

(6) for the purposes of the Régime de sécurité de salaire, an employee who is absent from his work on a particular day for any of the reasons which entitle him to compensation under the Régime shall be entitled to compensation equal to the remuneration for a regular working day and he will be debited one day from the allocated days he has accumulated;

(7) (a) vacation is not calculated in days but in hours. Thus, the employee who is entitled to a credit of twenty (20) days shall be entitled to one hundred and sixty (160) hours of vacation, and the employee who is entitled to a credit of twenty-five (25) days shall be entitled to two hundred (200) hours of vacation;

(b) the said credit shall be reduced by the number of regular hours provided for in his work schedule for each of the days of vacation taken. However, the credit shall be adjusted by the number of hours or parts of an hour required when it is insufficient to complete the number of hours provided for in his work schedule for the last day of vacation;

(8) where an official holiday mentioned in the collective agreement coincides with a day of vacation, with the exception of Saturday or Sunday, the employee shall receive remuneration at his regular rate of pay for ten (10) hours.

2. Work on distribution lines

(A) The fitters of contractors shall not do the overtime work usually done by the fitters of Hydro-Québec, where the latter are available.

(B) For activities carried out on distribution lines, the enterprise shall not use more than the equivalent of 500 man-years of contractors' fitters for each year covered by this agreement. The erection of poles is excluded from this quota and may be carried out externally. However, in the case of fortuitous events such as heavy ice or other unforeseen events of the same nature, Hydro-Québec may use contractors' fitters, and such services shall not be included in the quota provided for in this paragraph.

(C) Management undertakes to provide the Union, every three months, with information to follow up the use of contractors' fitters.

- Letter of agreement respecting the follow-up of the application of the Code of Works and the methods of padlocking in the regions.
- Letter of agreement no. 12. Joint committee on the reorganization of work time.
- Letter of agreement no. 13. Joint committee on certain social benefits.
- Letter of agreement no. 14. Amendments to the Hydro-Québec Retirement Plan.
- Letter of agreement no. 19. Creation of permanent posts.
- Letter of agreement no. 21. Creation of permanent posts with respect to subcontracting.
- Letter of agreement no. G2. Program to improve the quality of service in the field of distribution (P.A.Q.S.).
- Letter of agreement no. G7. Assessment plan for trades.
- Letter of agreement no. G8. Arrangement of operators.
- Letter of agreement no. G9. Rates of pay-Operators and deputy Operators.
- Letter of agreement no. G10. CED dispatcher.
- Letter of agreement no. MAU-5. Mauricie-Gentilly Region.

5. In the paragraphs of the collective agreement, appendix F and the letters of agreement indicated below, the bonuses, indemnities and allowances and their date of application shall be replaced by the following:

- as of 90-05-03: \$9.00
- as of 90-12-17: \$9.50

- as of 90-05-03: 16:00 to 24:00 = \$0.80
00:00 to 08:00 = \$1.00
- as of 90-12-17: 16:00 to 24:00 = \$0.85
00:00 to 08:00 = \$1.05

36.01 – Lodging Allowance

– as of 90-05-03: \$45.00

Appendix F 1.c) 1. Travelling Expenses

– as of 90-05-03: \$78.00

– as of 90-12-17: \$81.00

LETTERS OF AGREEMENT**LAU-1 – par. 6**

– as of 90-05-03: \$69.00

– as of 90-12-17: \$72.00

LAU-2 – par. 6

– as of 90-05-03: \$69.00

– as of 90-12-17: \$72.00

LGR-1 – par. 5

– as of 90-05-03: \$69.00

– as of 90-12-17: \$72.00

LGR-1 – par. 6

– as of 90-05-03: \$49.29

LGR-2 – par. 6

– as of 90-05-03: \$69.00

– as of 90-12-17: \$72.00

LGR-2– par. 7

– as of 90-05-03: \$49.29

MAN-1 – par. 3

– as of 90-05-03: \$102.00

– as of 90-12-17: \$107.00

MAN-2 – par. 12

– as of 90-05-03: \$10.50

– as of 90-12-17: \$11.00

MAN-2 – par. 17

- as of 90-05-03: \$69.00
- as of 90-12-17: \$72.00

MAN-3 – par. 10

- as of 90-05-03: \$10.50
- as of 90-12-17: \$11.00

MAN-3 – par. 14

- as of 90-05-03: \$69.00
- as of 90-12-17: \$72.00

MAN-4 – par. 14

- as of 90-05-03: \$69.00
- as of 90-12-17: \$72.00

MAN-8 – par. 9

- as of 90-05-03: \$23.00
- as of 90-12-17: \$28.50

MAN-8 – par. 13

- as of 90-05-03: \$69.00
- as of 90-12-17: \$72.00

MAN-9 – par. 9

- as of 90-05-03: \$23.00
- as of 90-12-17: \$28.50

MAN-9 – par. 13

- as of 90-05-03: \$69.00
- as of 90-12-17: \$72.00

MAN-12 – par. 12

- as of 90-05-03: \$69.00
- as of 90-12-17: \$72.00

MAN-13 – par. 11

- as of 90-05-03: \$69.00
- as of 90-12-17: \$72.00

MAN-16

- as of 90-05-03: \$69.00
- as of 90-12-17: \$72.00

MAN-17– par. 3

- as of 90-05-03: \$69.00
- as of 90-12-17: \$72.00

MAU-1– par. 2

- as of 90-05-03: orange group: \$0.30
- yellow group: \$0.75
- green group: \$1.00

MAU-1 – par. 6

- as of 90-05-03: \$1.25

MON-1 – par. 2 A)

<i>Unlinked Networks</i>	<i>as of 90-05-03</i>	<i>as of 90-12-17</i>
– south of 52nd parallel:	\$ 7.75	\$ 8.00
– from 52nd to 56th parallel:	\$14.25	\$15.00
– from 56th to 60th parallel:	\$19.75	\$20.50
– north of 60th parallel:	\$26.00	\$27.00

MON-1– par. 2 C) 1.*Clothing Allowance*

- for thermal suit:
 - jacket \$150.00
 - trousers \$110.00
- for snowmobile helmet: \$105.00
- for boots: \$ 94.00
- for mittens: \$ 32.00

MON-2 – par. 1

- as of 90-05-03: \$69.00
- as of 90-12-17: \$72.00

MON-2 – par. 3 B)

- as of 90-05-03: \$275.00

MON-2 – par. 6

– as of 90-05-03: \$40.00

MON-3 – par. 4

– as of 90-05-03: 16:00 to 24:00 = \$0.80

00:00 to 08:00 = \$1.00

– as of 90-12-17: 16:00 to 24:00 = \$0.85

00:00 to 08:00 = \$1.05

36.01 – Lodging Allowance

– as of 90-05-03: \$45.00

Appendix F 1.c) 1. Travelling Expenses

– as of 90-05-03: \$78.00

– as of 90-12-17: \$81.00

LETTERS OF AGREEMENT**GEQ-1**

– as of 90-05-03: B-1) : \$6.00
 B-2-b): \$6.00

LGR-1 – par. 5

– as of 90-05-03: \$69.00

– as of 90-12-17: \$72.00

MAU-1 – par. 1

– as of 90-05-03: orange group : \$0.30
 yellow group : \$0.75
 green group : \$1.00

MON-1 – par. 2 A)

<i>Unlinked Networks</i>	<i>as of 90-05-03</i>	<i>as of 90-12-17</i>
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 – for mittens: \$ 32.00

MON-2 – par. 1

– as of 90-05-03: \$69.00

– as of 90-12-17: \$72.00

MON-2 – par. 3 B)

– as of 90-05-03: \$275.00

MON-2 – par. 6

– as of 90-05-03: \$40.00

**SYNDICAT DES EMPLOYÉS DE BUREAU D'HYDRO-
QUÉBEC LOCAL 2000. C.U.P.E. – F.T.Q. (SCHEDULE)****27.02 – Meals**

– as of 90-05-03: \$9.00

– as of 90-12-17: \$9.50

28.01 – Shift Bonus

– as of 90-05-03: 16:00 to 24:00 = \$0.80
00:00 to 08:00 = \$1.00

– as of 90-12-17: 16:00 to 24:00 = \$0.85
00:00 to 08:00 = \$1.05

31.06 A) – Social Benefits

– as of 90-05-03: \$70.00

Appendix F 1.c) 1. Travelling Expenses

– as of 90-05-03: \$78.00

– as of 90-12-17: \$81.00

36.01 – Lodging Allowance

– as of 90-05-03: \$45.00

Appendix F 1.c) 1. Travelling Expenses

– as of 90-05-03: \$78.00

– as of 90-12-17: \$81.00

LETTERS OF AGREEMENT**LAU-1 – par. 6.0**

– as of 90-05-03: \$69.00

– as of 90-12-17: \$72.00

LGR-1 – par. 5

– as of 90-05-03: \$69.00

– as of 90-12-17: \$72.00

LGR-1 – par. 6

– as of 90-05-03: \$49.29

MAN-1 – par. 7

– as of 90-05-03: \$69.00

– as of 90-12-17: \$72.00

MAN-2 – par. 11

– as of 90-05-03: \$69.00

– as of 90-12-17: \$72.00

MAN-4 – par. 8

– as of 90-05-03: \$10.50

– as of 90-12-17: \$11.00

MAN-4 – par. 9

– as of 90-05-03: \$69.00

– as of 90-12-17: \$72.00

MAU-1 – Work in nuclear environment

- as of 90-05-03: orange group : \$0.30
- yellow group : \$0.75
- green group : \$1.00

MON-1 – par. 2 A)

<i>Unlinked Networks</i>	<i>as of 90-05-03</i>	<i>as of 90-12-17</i>
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- for snowmobile helmet: \$105.00
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