

COLLECTIVE AGREEMENT

BETWEEN

NORTHERN TRANSPORTATION
COMPANY LIMITED
(Hereinafter Called the "COMPANY")

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA
(Hereinafter Called the "ALLIANCE")

EFFECTIVE
December 1, 1994 to November 30, 1997

SOURCE	9/11/01		
EFF.	94	12	01
TERM.	97	11	30
No. OF EMPLOYEES	109		
NOMBRE D'EMPLOYÉS	SU		

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ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01 **The purpose of this Agreement is to foster and maintain harmonious and mutually beneficial relationships between the Company, the employees, and the Alliance; to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement.**

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ARTICLE 2

INTERPRETATION AND DEFINITION

- 2.01 For the **purpose** of this Agreement:
- (a) "Alliance" means the Public Service Alliance of Canada.
 - (b) "Bargaining Unit" means employees of the Employer described in Article 3 of **this** Agreement.
 - (c) "Company" means the **Northern** Transportation Company Limited.
 - (d) "Casual Employee" means **an** employee employed during the operating season for a temporary period not to exceed twenty-five **(25)** calendar days. If a qualified employee **is** being laid off, he may **by** choice displace **a** casual employee within the department. **Casual** employment shall not count **as part** of the probationary period.
 - (e) "Probationary Employee" means a newly-hired employee who has not completed ninety (90) calendar days from the date **of hiring**. An employee **who** loses his seniority under Article 14.06 and **is** re-hired **shall** be considered a probationary employee.
 - (f) "Lay-off" means the termination of employment of an employee due to lack of **work or** the discontinuance **of** a function.
 - (g) For the purposes of **this** Agreement, whenever the masculine gender is used, it shall also be deemed to be the feminine.
- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement:
- (a) If defined in the Canada Labour Code, have the same meaning **as** given to them in the Canada Labour Code;
- and
- (b) **If** defined in the Interpretation Act, but not in the Canada **Labour** Code, have the **same** meaning **as** given to them in the Interpretation Act.

ARTICLE 3

RECOGNITION

3.01 The **Company** recognizes the Alliance **as** the sole and exclusive bargaining agent for shore employees described in the certificate issued by the Canada Labour Relations Board on the 17th day of December, 1975, covering **employees** of the Northern Transportation **Company** Limited, which reads **as** follows:

"All **shore** employees employed by Northern Transportation **Company** Limited within the Mackenzie Watershed, **North** of the 60th degree parallel, excluding persons in the classification of **Terminal** Manager, **Engineer**, **Terminal** Receiver, Terminal Inspector, Supervisor, Foreman, Fire Marshall, Traffic Co-ordinator, OfficeManager, and Superintendent."

This clause does not apply to personnel under other Union Agreements **working** ashore.

3.02 During the operating season when it **is** found necessary to temporarily transfer an employee to Churchill, Manitoba, the employee will continue to be covered by the provisions of **this Agreement**.

ARTICLE 4

NO DISCRIMINATION

4.01 (a) The **Company shall** not discriminate against employees with respect to **terms** or conditions of employment based on race, national or ethnic origin, colour, religion, **age**, sex, marital status, **family** status, disability or conviction for an offense for which a pardon has been granted.

(b) The Union and any person acting on behalf of the Union shall not expel or suspend **an** employee from membership in the **Union** or deny membership in the **Union** to **an** employee by applying to him in a discriminatory manner the membership rules of the Union.

4.02 The Company agrees that there shall be no discrimination with respect to any employee for reason of membership in the Alliance.

ARTICLE 5

UNION REPRESENTATIVES

- 5.01 The **Company** acknowledges the right of the Alliance to appoint employees **as** Stewards.
- 5.02 The Alliance **shall have** the right to appoint one Shop Steward for each of the Tuktoyaktuk, Inuvik, and **Norman Wells terminals**. Shop Stewards in the **Hay River Terminal** shall be appointed by the Alliance **as** follows:
- Field Office/Marine Office - 1
 - Terminal A - 1
 - Terminal C - 1
 - Equipment Maintenance - 1
 - Food Services/Camp - 1
 - Electronics/Stores - 1
 - Pumpmen - 1
 - Marine Maintenance/Welders** - 1
 - Marine Maintenance except Welders
and Barge Cleaners- 1
 - Shipyards/**Property** Maintenance - 1
 - Barge Cleaners - 1
- The Alliance shall advise the Company in writing of the names of the Stewards and **shall** advise the **Company** in writing **after an** appointed Steward discontinues this responsibility.
- 5.03 **A Union Representative shall** obtain the permission of his immediate **supervisor** before leaving **his work** to investigate complaints with fellow employees, to meet with local management for the purpose of **dealing** with grievances, and to attend meetings called by **management**. Such permission shall not be unreasonably withheld or unreasonably requested.
- 5.04 The Company **shall** grant time off, without **loss of** wages, to not more than **two** employees who **are** attending meetings with management for Collective Agreement negotiations on **behalf** of the Alliance, to a maximum of eight (8) working days each, including travel time.

5.05

An accredited representative of the Alliance **shall** be permitted access to the Company's premises upon approval of the Manager Human Resources or another senior Company official to attend meetings and assist in the resolution of complaints and grievances, and subsequently should finalize arrangements with the local site manager or department manager.

Representatives **shall** be permitted access where, in the opinion of the Manager Human Resources or another senior official of the Company, such access will not unreasonably interfere with the regular operations of the Company's business and **shall** not unreasonably interfere with employees at **work**.

Approval **shall** not be unreasonably withheld.

5.06

The Company will grant leave without pay to employees who exercise the authority of a Steward or Union Local Representative to undertake training related to the duties of his position. **The** granting of **such** time off **shall** be subject to the Company receiving reasonable written advance notice from the Alliance, and the Company reserving the right to limit the number of employees, timing, or duration. Approval should not be Unreasonably withheld. Seniority shall not be affected during such time **off**.

ARTICLE 6

UNION SECURITY

- 6.01 All employees within the bargaining unit covered by this Agreement shall be required to pay the Alliance (through monthly payroll deduction) a sum of money equivalent to the membership dues of the Alliance, Signing of the Company's commencement **forms** shall serve as the employee's authorization for the Company to deduct such **dues**.
- 6.02 New employees, upon commencement of employment shall, as a condition of employment, be or become **a** member of the Alliance and shall as a condition of employment, maintain their membership thereafter.
- 6.03 Alliance dues for both **new** and returning employees **shall be** deducted on the employee's **first** payroll cheque following commencement. Where an employee does not have sufficient earnings in respect of **any** month, to permit deductions under this Article, the Company shall not be obligated to make such deductions from subsequent **salary**. **An** employee whose employment period **is** five **(5)** or less **working** days in **a** calendar month shall not **be** deducted dues. **Dues** are not payable during the **off season**.
- 6.04 The Alliance shall inform the Company, in writing, of the authorized monthly deduction. The Alliance shall inform its members of any change in amount of monthly deductions.
- 6.05 The Company shall remit to the Comptroller of the Alliance, on a monthly basis, the dues deducted for the previous month. When remitting such deductions to the Alliance, the Company shall forward **two (2)** copies of a written statement showing the **names** of the employees from **whom** the deductions were made and the amount of each deduction, plus social insurance numbers.
- 6.06 Alliance dues deducted shall be provided by the **Company** for income tax purposes **on** T-4 slips.

ARTICLE 7

NO CESSATION OF WORK

- 7.01 In view of the orderly procedure for the settlement of complaints **and** grievances established in this Agreement, there shall be no lock-outs or strikes during the period in which **this** Agreement **is** in force.
- 7.02 Employees covered by this Agreement shall have the right to refuse to cross a **legal** picket line. Failure to cross a **legal** picket line shall not **be** considered grounds for disciplinary action or otherwise to be **a** violation **of** this Agreement.

ARTICLE 8

MANAGEMENT RIGHTS

- 8.01 The Union recognizes the right **of** the **Company** to **manage** and direct the Company's business in **all** respects in accordance with its needs, **and** to alter from time to time **rules and** regulations to be observed **by** employees, which **rules** and regulations shall not be inconsistent with this Agreement.
- 8.02 The **Company** shall have the **right** to hire, promote, transfer, discipline, demote, **lay** off or discharge for **just** cause, subject to **the** provisions of the Collective Agreement.

ARTICLE 9

INFORMATION FOR EMPLOYEES AND THE ALLIANCE

- 9.01 The Company agrees to supply the **local** president of **the** Alliance with a copy of **a** list of personnel to be furnished under Clause 6.05.
- 9.02 The Company agrees to provide bulletin board space for the posting of notices pertaining to elections, **appointments**, meetings, new items, **and social and** recreational affairs, providing **the** Company **has had** sufficient opportunity to review the contents of such notices. Any items listed above shall refer directly to Alliance business. It **is** to be understood that the bulletin board **space** shall **not** be **for** sole use of the Alliance.
- 9.03 The Company shall provide each employee with a copy of **the** Agreement within sixty (60)days of its **ratification**.
- 9.04 The Company shall provide all new employees with a copy of this Agreement upon commencement of employment.
- 9.05 The Company shall advise the **Local** President of the Alliance, or his designate, of the name and work location of any **newly** hired employee within **five** (5)days of the **employee** coming on strength.

ARTICLE 10

EMPLOYER DIRECTIVES

10.01 **The Company shall provide the Alliance Local with a copy of the personnel directives and regulations directly affecting employees of this bargaining unit.**

ARTICLE 11

STATEMENT OF DUTIES

- 11.01 (a) The **Company**, on request, agrees to provide **an** employee with a written current statement of **his** duties and responsibilities, within **a** reasonable time.
- (b) All **job** descriptions will be current **and** consistent with the duties performed.
- 11.02 **When** an employee **is** first engaged or when an employee is reassigned to another position in **the bargaining** unit, the Company shall, if requested to do **so** by the employee, before the employee **is assigned** to that position, provide the employee with a statement of duties and responsibilities within **a** reasonable time.

ARTICLE 12

PERSONNEL FILE

12.01 (a) The Employer agrees **that** the official personnel file for each employee shall be maintained in the Human Resources Department and that no report relating to the employee's conduct or performance may be used against him in the grievance procedure nor at arbitration unless such report **is** part of the same file.

(b) No report may be **placed** in the file or constitute a part thereof **unless** a copy **of** the said report **is** sent to the employee within fifteen (15) days after the date of the employee's alleged infraction, or of its coming to the attention **of** the Employer.

(c) Any unfavorable report concerning an employee and any report concerning an infraction **shall not** be introduced as evidence in the case of promotional opportunities, grievances, **and** arbitration after a period of **two (2)** consecutive calendar **years** has elapsed **from** the date **of** the alleged report and/or infraction provided there is no further infraction of a similar nature.

It is agreed that **an** employee, upon written request, shall have the alleged report(s), withdrawn **from** the file once the foregoing provision has been met.

(d) A verbal reprimand may be considered **as** a disciplinary measure **and** may be reported in the personnel file of the employee.

12.02 Upon written request from **an** employee, he **and/or his** Alliance representative, if authorized by the employee, **shall** have access to the information in **the official personnel file** of the employee in the presence of an authorized representative of management.

ARTICLE 13

ADJUSTMENT OF DISPUTES

- 13.01 The parties to this Agreement share the desire to settle **all** grievances expeditiously and equitably as they arise. An employee shall be free, at all times, with or without the assistance of a Union Representative, to **discuss** and settle with his Supervisor any complaint he may have.

GRIEVANCE PROCEDURE

- 13.02 Any employee who feels that he has been treated unjustly or considers himself aggrieved, is entitled to present a grievance in accordance with the procedure outlined below.

In determining the time limits within which **any** action **is** to be taken as prescribed in this procedure, Saturdays, Sundays **and** holidays shall be excluded.

Step 1

An employee **has** the right to present a grievance in writing to his supervisor **within** ten (10)days of the date on which he first becomes aware of the action or circumstances that gave rise to the grievance. When presenting a grievance, the employee **shall** state the **nature** of the grievance, the remedy sought, **and**, if applicable, the **section(s)** of the Agreement in dispute or alleged to have been violated. The Supervisor shall reply to the grievance, in writing, within ten (10)days of its presentation.

Step 2

Failing satisfactory settlement **of** the grievance at Step 1, an employee may present his grievance to the Director of the Department within ten (10)days of the date on which he received **a** reply at Step 1. The Director shall reply to the grievance, in writing, within ten (10)days of its presentation at this Step.

- 13.03 The Alliance shall have the right to initiate **and** present **grievances** relating to the application or interpretation of this Agreement on **behalf** of one or more employees in the bargaining unit.

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- 13.04 Where the Alliance has initiated **and** presented a grievance under the provisions of Clause 13.03, the grievance shall be presented directly to Step 2 of the grievance procedure and will be presented to the Manager Human Resources.

DISCHARGE

- 13.05 No employee shall be discharged without **first** being given notice, in writing, together with the reasons therefore. In the event that an employee **is** discharged, the **Company** shall inform the Alliance promptly of the employee's discharge. This provision is not applicable to probationary employees.

- 13.06 When the Company discharges an employee, the grievance procedure **shall** apply except that the grievance may be presented directly to Step 2 **and** will be presented to the Manager Human Resources.

MANNER OF PRESENTATION OF A GRIEVANCE

- 13.07 A grievance presented at any Step in the grievance procedure should be **set** out in writing on a **form** agreed upon by the Company and the Alliance **and** which shall be supplied by the Company at the work site.
- 13.08 A grievance shall not be deemed to be invalid by reason of the fact that it **is** not in accordance with the form supplied by the Company.
- 13.09 The time limits described in the grievance procedure **may** be extended by mutual agreement between the Company and the employee and, where applicable, the Alliance.
- 13.10 An employee may, by written notice to **his** Supervisor, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of the Collective Agreement, his withdrawal **has** the endorsement, in writing of **the** Alliance.

ARBITRATION

- 13.11 A grievance relating to the suspension or discharge of an employee or the interpretation or alleged violation of any Article of this Agreement may, after exhausting the grievance procedure in this Article, and within thirty (30)days of the Company's response in Step 2, be referred by either party to arbitration by a single arbitrator in accordance with the procedure outlined below.
- 13.12 **The** party desiring to submit a matter to arbitration shall deliver to the other party a notice of intention to submit the grievance to arbitration. **This** notice shall state the matter at **issue**, in concise terms, and shall state precisely in what respect the Agreement **has been** violated or misinterpreted by reference to the specific **clause(s)** relied upon. The notice shall **also** stipulate the nature of the relief or remedy **sought**.
- 13.13 Within ten (10)days of the date of delivery of the foregoing notice, the parties shall attempt to agree on the selection of a mutually acceptable arbitrator.
- 13.14 Should the parties fail within the ten (10)days prescribed in Clause 13.13 to agree on the selection of an arbitrator, the **party** requesting arbitration shall ask the Federal Minister of Labour to appoint one.
- 13.15 The arbitrator **shall hear the evidence of** both parties **and** issue a decision within thirty (30)days of his appointment. The decision shall be **final** and **binding** upon **the** parties and **upon** any **employee** affected by it.
- 13.16 The decision of the arbitrator of the matter at issue shall be final and binding on both parties but the jurisdiction of the arbitrator shall be limited to deciding the matter at issue within the existing provisions of the Agreement, and in no event shall the arbitrator have the power to add to, subtract from, alter or amend this Agreement in any respect.
- 13.17 Each party shall pay its own costs **and** the fees and expenses of witnesses called by it. The fees and expenses of the arbitrator shall be shared equally between the parties.

ARTICLE 14

SENIORITY

- 14.01 The Company shall maintain seniority lists for all employees at each **work** location and they shall be posted annually on July 1st of each year. Copies of the **seniority** lists **shall** be provided to the local Alliance President.
- 14.02 **An** employee shall be placed on the first posted seniority list **following** completion of the probationary period and **shall** be credited with service since the date of commencement of employment. **Casual** employment shall not count as seniority unless the employee completes his probationary period, and such employment is continuous. Transfers within the Company from one geographical location to another or from one department to another shall not interfere with the accumulation of seniority. Company seniority accumulated **within** another company union **shall not** apply. Employees applying for and accepted in **a job** under the jurisdiction of another company union shall lose their Alliance **seniority, unless** the job is of a temporary nature.
- 14.03 Seniority lists shall indicate the monthly accumulation of service **in** the **bargaining** unit **by job** classification **and** department in each terminal location. In addition, the total length of service in the bargaining unit with the Company shall **be shown**.
- 14.04 Should **an** employee **be** attending a Company approved Apprenticeship **Program** during the operating season, **his** seniority **shall** continue to accumulate.
- 14.05 An employee shall continue to accumulate seniority **during** his normal employment periods for absence due to **illness** or injury which is medically documented.
- 14.06 An employee shall forfeit **all** seniority when he:
- a) **Is** discharged for just cause.
 - b) Self-terminates **his** employment.
 - c) **Is** laid off and is not recalled to service within a twelve **(12)** month period from the date of lay-off.
 - d) **Fails** to report for work on recall to service **as** required by **the** Company, or gives reasonable grounds for not being able to report for **work**.
- 14.07 Complaints as to the correctness of **an** employee's seniority made later than thirty (30) calendar days **following** the posting of the seniority list **shall** not be investigated.

ARTICLE 15

APPOINTMENTS, PROMOTIONS, AND TRANSFERS

- 15.01 Where **a job** vacancy occurs which **is** to be filled, or a new job is created which is in the bargaining unit, a **job** posting **shall** be placed at appropriate locations at all terminals, within ten (10) calendar days except for Level 1 positions, for which no job posting **is** required. No Level 1 positions will be filled **by** new hires before qualified, laid-off employees **are** offered such positions, based upon seniority. The Company shall set out the duties, responsibilities and qualifications necessary to do the job including classification and wage rate. The **job** posting will remain in place for ten (10) working days and applicants must apply by date of closure of the **job** posting. **A** copy of the **job** posting shall ~~also be forwarded~~ to the President of the Alliance **Local**.
- 15.02 **Job** postings for casual work need not be placed. However, the Company agrees that prior to engaging a casual employee, it will notify the President of the Alliance **Local** or **his** local representative, indicating the person's name, work location, work assignment and tenure of employment.
- 15.03 The Company may appoint **an** employee for a temporary period to perform the duties of a new, deferred or vacant position until a qualified candidate **is** selected under the provisions of this Article.
- 15.04 (a) In filling vacancies and new positions, appointments **shall** be made **on** the basis of ability, seniority, performance, and experience, and shall be made without discrimination **as** per Article 4. When **two** or more candidates are judged equally qualified, seniority shall govern. The job **shall** be awarded within fifteen (15) working days of **posting** unless the Company determines there are no qualified candidates. The name of the successful applicant **shall** be posted immediately after his appointment and a copy forwarded to the President of the Alliance **Local**.
- (b) Based on operational requirements the Company **has** the option, in consultation with the Union, to defer the appointment of the successful candidate until the commencement of the next operating season where a change in **terminal** locations **will** occur.
- (c) During this deferral period the **employee** **shall** accrue seniority from the date of appointment until he performs the duties of the position; however, there shall be no change of the rate of pay until the appointee commences the duties of the new position.
- 15.05 **The** Company agrees that first priority selection **will** be given to qualified bargaining unit applicants **as** a result of actions taken under the provisions of this Article.
- 15.06 After the provisions of this Article have been met **and** the Company determines that there are no qualified candidates, the Company may then fill the vacancy by any other selection process.

15.07 An employee who **is** promoted or transferred in accordance with this Article shall be on a trial period in the new position for a maximum of **sixty (60)**calendar days. **The** Company shall not curtail **the** trial period unreasonably before it has **run its** normal course. In the event that the employee **is not** able or does not want to complete the trial **period** or cannot satisfactorily perform the job, the employee shall be returned to **his** former position and wage rate, without **loss** of seniority. Any other employee who **has** been promoted or transferred **as** a result of the arrangements of positions, **shall also be** returned to **his** former position and **wage rate** without **loss** of seniority.

15.08 **The** Company, at its discretion, may laterally transfer an **employee** at the same wage rate after it considers the seniority and desires of the employee.

ARTICLE 16

JOB SECURITY, LAY-OFF, AND RECALL TO SERVICE

16.01 OPERATIONAL SEASON LAY-OFF

(a) For operational season lay-off, employees shall be laid **off** on the **basis** of their seniority within their terminal location, department, and classification to which they **are** appointed.

(b) An employee **who** is subject to a seasonal lay-off may displace an employee on the seniority **list** within the terminal location, department, and classification to which he **is** appointed, provided that he has the seniority and ability to perform the duties and responsibilities **of** the position.

(c) **An** employee who **has** been displaced under sub-clause (b) and who **has** been employed by the Company in **more** than one classification, may displace an employee in his immediate **former** position within **his** terminal location **and** department, provided that **his** total service **with** the Company **is** greater than the total service of the employee being displaced **and** providing he can perform the **duties** and responsibilities of the immediate former position.

(d) An employee exercising displacement provisions **shall** be paid at the rate for **the** position he **has** displaced.

(e) An employee subject to operational **season** lay-off **shall** be given as much advance notice **as** practicable, but, in **any** event, not less than **two (2)** weeks' notice, in writing, before a date specified in the notice, of the Company's intention to terminate his employment on **that date**, or two weeks wages at his regular rate of wages for his regular hours of work, in lieu of such notice.

16.02 RECALL TO SERVICE

(a) On recall to **service**, employees shall be recalled on **the** basis of seniority within their terminal location, department, **and** classification to which **they were** appointed **the** previous season. Employees may take up to **two (2)** weeks from time of recall to return to **work**.

(b) Notwithstanding (a) above, during the initial three (3) calendar weeks of recall to service period, priority recall may be given to qualified local employee residents.

(c) The Company agrees that after the period mentioned in (b) above has expired, employees on strength must be in accordance with (a) above.

16.03

(a) By June 1st of each operating season, the Company shall notify by registered mail to their last recorded addresses, all employees who are not being recalled to service. The notice shall contain a copy of the current seniority list.

(b) Within twenty (20) calendar days of receipt of the notice mentioned in (a) above, the employee will indicate by registered mail of his decision to exercise his seniority in regard to his total length of service in the bargaining unit with the Company to displace an employee on the seniority list who is on strength with less seniority, provided he can perform the duties and responsibilities of the position. An employee may refuse to exercise the foregoing right without prejudicing his seniority rights in Article 14.

(c) (i) Upon receipt of the employee's registered letter mentioned in (b) above, the Company will forthwith give two (2) week's notice of lay-off to the employee about to be replaced, or two weeks wages for his regular hours of work, in lieu of such notice.

(ii) In conjunction with the above, the Company shall recall to service the senior employee to coincide with the aforementioned lay-off date of the displaced employee.

(iii) The procedures outlined above will be repeated should displaced employees desire to exercise their seniority rights.

(d) The Company and the Alliance recognize the complexities of this Article and agree to cooperatively resolve difficulties resulting from its administration.

16.04

NOTICE TO COMPANY

(a) An employee shall keep the Company's Human Resources Department advised at all times of his current address and phone number.

(b) An employee who was laid off the previous season shall advise the Company's Human Resources Department in writing between the first (1st) and thirty-first (31st) of January each year to indicate whether he will be available for employment during the upcoming operating season.

(c) An employee who fails to carry out the provisions of 16.04 (b) may not be recalled to service.

(d) An employee shall report to work on recall to service as required by the Company unless he is unable to do so for reasonable grounds.

ARTICLE 17

SEVERANCE PAY

LAY-OFF

17.01

(a) Lay-off means the termination of an employee due to **lack** of work or the discontinuance of a function.

(b) **An** employee who **qualifies** and **is** laid off shall be entitled to severance pay if laid off **and** not recalled in the following season.

(c) **An** employee **who has** accumulated twelve (12) months of employment or **more** in consecutive seasons and who **is** laid off **is** entitled to **be** paid severance pay at the **time** of lay-off, provided it **is** anticipated that he will not be recalled the next season.

(d) **Periods of** attendance, during the operating season, in a Company approved apprenticeship program, **shall** be considered employment for the purposes of determining severance pay.

(e) **In** the case of an employee who **is** laid off for the **first** time, the amount of severance pay shall be **two (2) weeks pay for** the first and **one (1) week's** pay for each succeeding accumulated twelve **(12)** months of employment in consecutive seasons, to a maximum of twenty-six (26) **weeks**.

(f) In the **case** of an employee **who is** laid **off** for a second or subsequent **time**, the amount of severance pay shall be **one (1) weeks** pay for each accumulated twelve **(12)** months employment **in** consecutive seasons, less **any** period in respect of which he was **previously granted** severance **pay**, subject to a **maximum** of twenty-six **(26)** weeks.

(g) For the purpose of this entire **Article**, one (1) weeks **pay shall** be **based on a forty (40) hour** week.

h) Terminated employees wishing to transfer their severance pay or their refunded pension contributions to a registered retirement **savings plan** or the like, must advise the Payroll Department immediately upon being notified of their lay-off. The funds cannot be transferred until the employee provides the Payroll Department with a signed transfer form of the company which **will** be receiving the transferred funds. Employees must **sign** the Company's "Notice of Discontinuance" form.

RETIREMENT

17.02 (a) An employee **who is** eligible to retire under the provisions of **the** Company Pension **Plan, and** who was employed by the Company prior to December 1, 1994, **shall be** paid severance pay.

(b) Severance pay **shall be equal** to the product obtained by multiplying **his** weekly rate of pay on termination of employment by the **number of** accumulated twelve (12) months of employment in the last consecutive seasons less any period in respect of which he was previously granted severance pay. In no event shall severance pay exceed the equivalent of **twenty-six (26)** weeks of pay.

(c) Severance pay shall not be considered earnings for the purpose of calculating pension.

DEATH

17.03 Regardless **of** any benefit payable, if **an** employee **who was employed** by the Company prior to December 1, 1994 **dies**, there **shall be** paid to his estate **an** amount equal to the product obtained by multiplying his weekly rate at the time of death **by** the number of accumulated twelve (12) months of employment in the last consecutive seasons **less** any **period** in respect **of** which he was previously granted severance **pay**. In no event **shall** severance pay exceed the equivalent of **twenty-six (26)** weeks of pay.

ARTICLE 18

HOURS OF WORK

- 18.01 The scheduled **work** week shall be forty (40)hours from Monday to Friday inclusive and the scheduled work day shall be eight (8)consecutive hours exclusive of a lunch period. **The** normally scheduled hours of work shall be from 08:00 hours to 17:00 hours. Hours worked in excess of or outside of the daily **maximums** provided **herein** shall **be** considered overtime **and** shall be compensated at the overtime rates as hereinafter provided.
- 18.02 The Company shall provide two (2)paid rest periods of fifteen (15) minutes each per full working day.
- 18.03 An employee, **with** the approval of his supervisor, may exchange shifts providing the change does not result in increased costs to the Company.
- 18.04 The **hours** of work for Food **Services personnel** shall be eight (8)hours in a spread of fourteen (14)hours.
- 18.05 Notwithstanding the provisions of Article 18.01, and only for work that **is** performed outside **the normal** activities of the Company **during** the non-**operational** season, the **following shall** apply:

(a) An employee **who** was not scheduled to **work** from Monday to Friday and **is** required to **work** on a Saturday or Sunday, shall receive overtime compensation **at** the appropriate rate only when:

- (i) the employee has worked in excess of forty (40)hours in the week; or
- (ii) the employee has worked in **excess** of eight (**8**)hours on that day.

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ARTICLE 19

OVERTIME

19.01 In this Article:

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

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

(c) "Time and one-half" **means** one and one-half (1 1/2) times the straight time rate.

(d) "Double ~~time~~" means twice **(2)** the straight time rate.

19.02 The **Company** will make every reasonable effort:

[a] To allocate overtime work on **an** equitable basis **among** readily available, qualified employees, and

(b) To **give** employees who are required to work overtime **as** much notice **as** possible.

19.03 An employee ~~shall be~~ compensated for overtime worked **as** follows:

(a) All overtime hours worked on **a regular** scheduled working day shall **be** compensated **at** the rate of time and one-half (1 1/2) for the ~~first~~ eight (8) hours and double **(2)** time thereafter.

(b) All hours worked on Saturday shall be compensated ~~at~~ the rate of time and one half (1 1/2) for the first eight **(8)** hours and double **(2)** time thereafter:

(c) All hours worked on Sundays ~~shall be compensated at~~ double **(2)** time.

(d) All hours worked on designated paid holidays ~~shall be compensated~~ **at** double **(2)** time.

(e) When **an** employee **is** entitled to the maximum overtime rate in a continuous period of overtime work, he will continue to **be** paid at that rate until the conclusion of **that** period of overtime work.

19.04 An employee who **is** required to work overtime **shall** be paid overtime compensation for each completed fifteen (15) minutes of overtime worked by him.

19.05 An employee who has worked three (3) continual hours of overtime shall be provided with a fifteen minute rest break and shall **be** provided with such a break after each three (3) continual overtime hours thereafter.

19.06 Overtime shall be paid as **soon** as practicable, but in any event not later **than** the pay period following that in which it was worked.

19.07 **CALL BACK AND REPORTING PAY DURING OPERATIONAL SEASON**

When **an** employee is called back to work overtime which is not continuous to his scheduled hours of work, he shall be entitled to the greater of:

(a) Compensation at the applicable overtime rate; or

(b) Compensation equivalent to **two (2)** hours' pay at the applicable overtime rate.

(c) The provisions of Clause 19.07 **(a) and (b) do not apply** to employees **who, by** prior arrangement, work additional hours continuous to their scheduled hours but separated by a period of time to **allow** the employees a **meal** break.

19.08 **CALL BACK AND REPORTING PAY DURING NON-OPERATIONAL SEASON**

When **an** employee **is** called back during the non-operational **season**, he shall **be** entitled to the greater of:

(a) Compensation at the applicable regular and/or overtime rate; or

(b) Compensation equivalent to **two (2)** hours' pay at the applicable regular and/or overtime rate.

(c) Pursuant to Clause 19.08 (a) **and** (b) above, overtime rate would apply to all hours outside of 08:00 to 17:00 hours, Monday to Friday.

19.09 **Call** back pay commences on arrival at **work** site.

19.10 Call **back** under **Clauses 19.07 and 19.08 shall** be allocated on an **equitable basis**, availability, classification required, and ability to **do** the **job**, with priority given to **local** employee residents during the non-operating season.

19.11 No employee shall **be** required for standby duties.

19.12 **MEAL ALLOWANCE**

An employee who **works** more than three **(3)hours of overtime:**

(a) immediately before his scheduled hours of work and who has not been notified of the requirements prior to the end of his last scheduled **period**, or

(b) immediately following **his** scheduled hours of **work shall be** allowed to have a meal (meals) which is/**are served** in the Company messhall to the Company housed **crew**.

ARTICLE 20

WASH-UP TIME

20.01 **Personnel, while engaged in barge cleaning, will be permitted wash-up time of ten (10) minutes at their work location immediately preceding their meal breaks and conclusion of their scheduled shifts.**

ARTICLE 21

BENEFITS TO YEAR ROUND RESIDENTS OF THE NORTHWEST TERRITORIES

- 21.01 (a) The purpose of this Article is to help clarify the intent and administration of Article 22, 23, and 24, of the Agreement.
- (b) The above mentioned Articles are incorporated in the Agreement to assist and encourage employees to work, return to work, and reside in the **Northwest Territories**.
- 21.02 Employees who are employed for a period of one hundred and seventy (170)calendar days each season, or who have worked the full season in Hay River, Norman Wells, Inuvik or Tuktoyaktuk and **have** accumulated a minimum of eighteen (18)months' seniority and are year round residents of the Northwest Territories, shall be entitled to the provisions of Articles 22, 23, **and** 24. Where benefits are payable to the family members of an eligible employee, the family members **must also** reside in the Northwest Territories. Living in camp **is** not considered residency.
- 21.03 The employment period in Clause 21.02 above does not mean days worked. It **shall** mean the number of calendar days between **the** commencement date **and** lay-off date during an operating season. **In** the situations where employees are laid off **and** subsequently recalled later in the season, the employment periods shall be added together.
- 21.04 **(a)** Employees **who** have **qualified** for **the** one hundred **and** seventy (170) calendar day provisions and in a subsequent season are unable to continue working **as** required by the Company **and** for reasons acceptable to the Company (i.e. maternity leave, approved apprenticeship leave, and workers' compensation leave), shall have the period of absence counted for the purposes of this Article.

(b) An employee who **has** qualified under the one hundred and **seventy** (170)day provisions must continue to qualify in subsequent seasons, but will be granted **two (2)**additional seasons of eligibility should he not qualify in a particular season due to circumstances beyond his control, subject to his fulfilling his employment requirements. Should **an** employee lose his eligibility he shall **requalify** in the **next season** he **is** employed for one hundred and seventy (170)calendar days.

- 21.05 Should **an** employee forfeit **his** seniority under the provisions of Article 14.06, **all provisions** of this Article shall **cease and the** employee must requalify if subsequently re-employed.
- 21.06 Employees may be required to produce evidence of year round residency in the Northwest Territories acceptable to the **Company**, such **as** winter utility bills, or rental receipts.
- 21.07 **An** employee who is not recalled will not be eligible for the provisions of this Article.

ARTICLE 22

VACATION TRAVEL ASSISTANCE

- 22.01 Employees who have qualified under Article 21 and were employed by the Company prior to December 1, 1994 shall receive vacation travel assistance in the amount of return air transportation to Edmonton for the employee, his spouse, and dependent children under the age of 18, to a maximum of \$4,000.00. Employees who have qualified under Article 21 and were hired on or after December 1, 1994 shall receive vacation travel assistance in the amount of \$250.00.
- 22.02 In the event that more than one family member is employed by the Company and are individually eligible for vacation travel assistance, one claim per family will be paid.
- 22.03 Eligible employees will receive their vacation travel assistance prior to October 1st each year by separate cheque.
- 22.04 Should an employee's spouse be employed by another employer who provides travel assistance and the spouse is eligible for such assistance, the spouse shall not be eligible for vacation travel assistance under this Article.
- 22.05 Where an employee's dependent children are eligible for travel assistance from the employer of the employee's spouse, the employee shall not be eligible for travel assistance under this Article.
- 22.06 Provisions of this Article are subject to the provisions of Article 21.

ARTICLE 23

MEDICAL TRANSPORTATION

- 23.01 Employees who have qualified under Article 21 **shall** be eligible for reimbursement of medical transportation costs or emergency dental treatment transportation costs **as** provided in this Article. Employees who work in **Norman** Wells, Inuvik or Tuktoyaktuk will be eligible for benefits under this Article.
- 23.02 Where a medical or dental practitioner certifies that it **is** necessary for an eligible employee, **his** spouse, or his dependent child **who is** solely supported financially by the employee, to receive medical treatment or emergency dental treatment not available at the work location, reimbursement for return **air** transportation or the equivalent from work location to the nearest centre where treatment can be provided and/or reimbursement of ambulance costs shall be provided by the **Company**. The Company mileage rate shall apply where **air** transportation **is** not available.
- 23.03 Where a qualified medical or **dental** practitioner certifies that it **is** necessary, under conditions of Clause **23.02**, for **an** employee, **his** spouse, or his dependent child who is solely supported financially **by** the employee to be accompanied **by** another person, reimbursement for return **air** transportation costs **shall** be provided for that **person** by the Company. Such shall not apply if the employee is driving.
- 23.04 Should medical or emergency dental treatment not be available at centres closer **than** Edmonton, return transportation to Edmonton **shall** be provided. In no event will reimbursement costs exceed **the** equivalent return air transportation to Edmonton.
- 23.05 Medical transportation and emergency dental treatment transportation **shall** not be provided if such **is** provided through other Government or other employer **plans**. In **the** event that **partial** reimbursement **is** available through other plans, the Company shall provide reimbursement for the difference.

- 23.06 Should **an** employee's spouse be employed by another employer **who** provides **medical** or emergency dental transportation and the spouse is eligible for such assistance, the spouse shall not be eligible for medical or dental transportation under **this Article**.
- 23.07 Medical or emergency dental transportation for dependent children **which is also** provided by the employer of an employee's spouse shall only **be paid** by the **Company** where the employee **is** the principle income earner of the **family**.
- 23.08 **For** the purposes of the Article, **any** medical certification, receipts, documentation, or communication from other employers as deemed suitable by the Company must **be** surrendered **by** the eligible employee before such medical or emergency dental transportation **is** provided. Transportation assistance required during the off season **shall** be reimbursed upon commencement of employment next season.
- 23.09 Provisions of **this Article** are subject to the provisions of Article 21.

ARTICLE 24

WINTER UTILITY ALLOWANCE

- 24.01 Employees **who** have qualified under Article 21 shall be eligible for a winter utility allowance.
- 24.02 Employees who are occupying Company accommodation, in the Northwest Territories excluding camps, shall receive a winter utility allowance in the amount of one hundred and ~~thirty-five~~ (~~\$135.00~~) per month, ~~for~~ the months of December, **January**, and February to assist *with* the higher cost of utilities in the Northwest Territories.
- 24.03 Employees providing their **own** accommodation in the Northwest Territories **shall** receive a winter utility allowance in the amount of ~~six~~ hundred and ~~sixty~~ dollars (\$660.00) per **year** (\$690.00 effective December 1, 1995 and \$720.00 effective December 1, 1996), to assist with the higher cost **of** utilities in the Northwest Territories.
- 24.04 Eligible employees **living** in Company accommodation or providing their **own accommodation who** deactivate their house during **any** or **part** of the months **of** December, **January**, or February, shall be entitled to the winter utility allowance on a prorated basis.
- 24.05 The winter utility allowance **shall** be **paid** prior to **January** 31st of **each** year.
- 24.06 The winter utility allowance shall be restricted to one per residency.
- 24.07 The provisions of this Article are subject to the provision of Article 21.

ARTICLE 25

LIVING-OUT ALLOWANCE

- 25.01 (a) The Company agrees to provide a living-out allowance of **one hundred and fifty** dollars (\$150.00) per month (\$160.00 effective April 1, 1993 and \$175.00 effective April 1, 1994), during the period of employment, to employees **who do** not occupy Company accommodation or who are not residing with Company employees who have **Company** accommodations.
- (b) For partial months of employment, the living-out allowance shall **be** prorated, based on the number of **days** in the month **and** the **number** of **days worked**.
- (c) **This allowance** shall not be paid if other family members **are** in receipt of Company accommodation allowances, if the family members are residing in the same accommodations.

ARTICLE 26

DESIGNATED PAID HOLIDAYS

- 26.01 Subject to Clause 26.02, the following days ~~shall~~ be designated paid holidays for **all** employees:
- (a) New Year's Day
 - (b) **Good** Friday
 - (c) Easter Monday
 - (d) Victoria Day
 - (e) Canada Day
 - (f) Labour Day
 - (g) **Thanksgiving** Day
 - (h) Remembrance Day
 - (i) Christmas Day
 - (j) Boxing Day
 - (k) Northwest Territories Day (1st Monday in **August**)
- 26.02 (a) Clause 26.01 does **not** apply to **any** employee who is absent without pay during both the **working** day prior and the **working** day following the designated holiday.
- (b) An employee is not entitled to pay for a **general** holiday that occurs in **his** first thirty (30) calendar days of employment if the **employee** does **not** **work** on that day, but if he **is** required to work on the general holiday, he **shall** be paid **at** a rate equal to two (2) times **his** **regular** rate of wages for the time **worked** by him on that **day**.
- 26.03 When a day designated as a holiday under Clause 26.01 coincides with the employee's day of rest, the employee shall be granted a holiday with pay at some time which may be **by** way of addition to his **annual** vacation or granted as a holiday with pay at a time convenient to **him** and the Company.

26.04 **When a** day designated as a holiday for an employee **is** moved to another day under the provisions of **clause 26.03:**

(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.

HOLIDAY COINCIDING WITH DAY OF PAID LEAVE

26.05 Where **a** day which 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.

COMPENSATION FOR WORK ON A HOLIDAY

26.06 When an employee **works on** a holiday, he shall be paid, in addition to the pay he would **have** been granted **had** he **not** worked on the holiday, twice **(2)** his straight time for all hours worked.

ARTICLE 27

VACATION PAY

- 27.01 In addition to the rates of pay referred to in Appendix C, employees shall receive vacation pay, computed on the **basis of gross** earnings received in each calendar year at the following rates:
- Four percent (4%) of gross wages for the first two (2) seasons of service.**
 - Six percent (6%) of **gross** wages for the third (3rd) and fourth (4th) seasons of service.
 - Eight percent (8%) of **gross** wages for the fifth (5th) and subsequent season up to **and** including the tenth (10th) season of service.
 - Ten percent (10%) of **gross** wages for the eleventh (11th) **season** and subsequent seasons of service.
- 27.02 Effective in 1996, employees may choose to receive vacation pay at the time of their vacation **during** the operating season, subject to a maximum **of** the applicable percentage (**as per** article 27.01) of their **gross** earnings to date. The balance of vacation pay earned to the end of the season **will** be paid on the employee's final paycheque of the season.
- 27.03 Employees must **inform** the Company at the commencement **of** each season whether they choose to receive vacation pay with each paycheque or **allow** their vacation pay to accrue until they **take** vacation.
- 27.04 Vacation with pay **will** be scheduled during the calendar year in which it **is** earned, at a time which is mutually agreeable to the employee **and** the Company. The maximum length of vacation to be taken **is two (2)** weeks.
- 27.05 At the end of the month following the month of ratification **of** this Agreement, the Company **will** pay the employees their accumulated vacation pay and pay vacation pay each pay period thereafter or **as per** 27.02.
- 27.06 When an employee dies or otherwise terminates his employment, the amount of vacation pay that he **has** earned **shall** be paid to **him** or his estate as the case may be.
- 27.07 Subject to operational requirements, the Employer **may** grant **an** employee periods **of** vacation leave without pay up to a maximum of **two (2) weeks** during each season of employment.

ARTICLE 28

SICK LEAVE

28.01 **An** employee shall earn sick leave credits at the rate of one (1)day for each calendar month worked. Effective April 1, 1990, sick days shall be accumulated from one season to the next to a maximum of ten (10)days. Unused sick days are not paid out at the conclusion of the season or **upon** termination of employment.

28.02 Upon commencement **of** employment an employee shall be given a notice which contains the number of accumulated sick leave credits being carried over from the previous season.

GRANTING OF SICK LEAVE

28.03 **An** employee **is** entitled to sick leave with **pay** when he is unable to perform his duties because of illness or injury, provided that:

(a) **He** satisfies the Company of this condition in such a manner and at such a time as may be determined by the Company, and

(b) **He** has the necessary sick leave credits.

28.04 Unless otherwise informed by the company, a statement signed by the employee describing the nature of **his** illness or injury **and** stating that, because of this illness or **injury**, he was unable to perform his duties, **shall** be considered **as** meeting the requirements of Clause 28.03 (a):

(a) If the period of leave requested does not exceed three **(3)**days, and

(b) If **in** the current calendar year, the employee has not been granted more than ten (10)days sick leave wholly **on** the basis of statements signed by him.

28.05 If the period of sick leave exceeds three **(3)**days or if an employee has used more than ten (10)days **of** sick leave **in any** calendar year wholly on the basis of statements signed by **him**, he shall provide the Company with a certificate **signed** by a qualified medical practitioner.

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- 28.06 **An** employee **is not** eligible for sick leave with pay during any period in which he **is** on leave of absence **without** pay or under **suspension**.
- 28.07 Where **an** employee **has** insufficient or no credits to cover the granting of sick leave with pay under the provisions of Clause 28.03, at the discretion of **the** Company he shall be granted sick leave credits in advance to a limit of seven (**7** **days**, which **shall** be charged **against** future credits earned or from remuneration payable on termination.
- 28.08 **The** purpose of sick leave is to provide the employee with paid leave for the purpose of illness or non-work related injury. Sick leave credits may **be** used for dental appointments or **medical** appointments, an **hour** at **a** time if the employee **has** given prior notice to **his** supervisor.

ARTICLE 29

SPECIAL LEAVE

MARRIAGE LEAVE

- 29.01 An employee who has accumulated twelve (12) months of employment with the Company and who gives the Company at least twenty (20) days notice shall be eligible for up to five (5) days paid leave for the purpose of getting married.

BEREAVEMENT LEAVE

- 29.02 For the purpose of this Clause, immediate family is defined as father, mother, brother, sister, spouse, child or ward of the employee, father-in-law, mother-in-law, grandchild, grandparent, or relative permanently residing in the employee's household or with whom the employee permanently resides.

(a) Where a member of his immediate family dies, he shall be entitled to special leave with pay for a period of four (4) days, one of which shall be the day of the funeral, and may, in addition, be granted up to three (3) days special leave for the purposes of travel related to the death.

(b) An employee is entitled to special leave with pay, up to a maximum of one (1) day in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law.

LEAVE FOR BIRTH OR ADOPTION OF CHILD

- 29.03 At the discretion of the Company, an employee may be granted special leave with pay up to two (2) days for needs directly related to the birth or adoption of the employee's child. This leave may be divided into two (2) parts and granted on separate days. Such leave shall not be unreasonably withheld and the Company and the employee shall establish a mutually suitable time for such leave.

MATERNITY LEAVE & CHILD CARE LEAVE

- 29.04 An employee who has accumulated six (6) months of employment with the Company is entitled to and shall be granted a leave of absence from employment as follows:

MATERNITY LEAVE

(a) Where an employee provides her employer with a certificate of a qualified medical practitioner certifying that she **is** pregnant, that employee **is** entitled to and shall be granted a leave of absence from employment of up to seventeen (17) weeks which leave may commence not earlier than eleven (11) weeks prior to the estimated date of her confinement **and** not later than seventeen (17) weeks following the actual day of her confinement.

CHILD CARE LEAVE

(b) Subject to subsection (d), where an employee has or **will** have the actual care and custody of a new born child, that employee **is** entitled to **and shall** be granted a leave of absence from employment of up to twenty-four (24) weeks commencing, **as** the employee elects.

(1) **In** the case of a female **employee:**

On the expiration of **any** leave of absence from employment taken **by** her under paragraph (a).

On the **day** the child **is** born, **or on** the day the child comes into her actual care and custody, and

(2) **In** case of a male employee:

On the expiration of any leave of absence from employment taken in respect **of** the **child by** a female employee under paragraph (a).

On the expiration **of** any leave of absence from employment taken in respect **of** the child by a female employee **who is** entitled to such leave **on** account of her pregnancy under the **laws** of a province or territory. On the day the child **is born**, or on the **day** the child comes into **his** actual care and custody.

(c) Subject to subsection (d), where **an** employee commences legal proceedings under the laws of a province or territory to adopt a child **or** obtains an order under the laws of a province or territory **for** the adoption of a child, that employee **is** entitled to and shall **be** granted a leave of absence from employment of up to twenty-four (24) weeks commencing on the day the child comes into the employee's care.

AGGREGATE LEAVE

(d) The aggregate amount of leave of absence from employment that **may** be **taken by two** (2) employees under 29.01 (b) or (c) in respect of the birth or adoption of any one child shall **not** exceed **twenty-** four (24) **weeks**.

(e) A copy of the provisions of Part III of **The** Canada Labour Code will be provided to an employee upon request.

ARTICLE 30

OTHER TYPES OF LEAVE

INJURY ON DUTY LEAVE

- 30.01 (a) All employees covered by the Agreement will have the full coverage of the applicable Workers Compensation Act extended to them.
- (b) Employees will complete an "Assignment of Compensation Application" to maintain their regular net pay while the injury claim is being processed. The assignment of compensation will be submitted with the regular payroll by the Area Supervisor.

OTHER LEAVE WITH PAY

- 30.02 At its discretion, the Company may grant leave with pay for purposes other than those specified in this Agreement.

LEAVE WITHOUT PAY

- 30.03 At the discretion of the Company, an employee may be granted leave without pay for purposes other than those specified in this Agreement, including, but not limited to, pursuing further education related to Company operations, enrollment in the Canadian Armed Forces, or election to a full time elected Government or Alliance office. Such leave shall be limited to one (1) year from commencement of leave, but at the discretion of the Company may be extended for two (2) additional years in the case of an employee elected to a full time Alliance office.

COURT LEAVE

- 30.04 Leave of absence with pay shall be granted to every employee, other than an employee on leave of absence without pay or under suspension, who is required to serve on a jury or by subpoena or summons to attend as a witness in any proceeding as authorized by law or before an arbitrator or umpire, provided the employee is not party to the action and/or is appearing on personal charges or personal law suits.

30.05

Employees attending such hearings who are in receipt of **monies** in addition to their **pay shall** reimburse the Company **or** have deducted from their **pay** the amount of the additional monies obtained.

ARTICLE 31

HEALTH CE. 11 AND PENSION S

- 31.01 The Company agrees to maintain, during **the** life of this Agreement, all existing medical, hospital, and **short** and long term disability insurance benefits that were in force on the signing of this Agreement.
- 31.02 The cost of the medical, hospital, and short term disability insurance benefits **shall** be equally shared, **fifty** percent (50%) by the Company and **fifty** percent (50%) by the employee.
- 31.03 The cost of the life insurance **will** be totally paid for by the Company if the life insurance is fifteen thousand dollars (\$15,000). If the life insurance is thirty thousand dollars (\$30,000), **two** thirds (2/3) will be paid by the Company and one third (1/3) **will** be paid by the employee: If the life insurance **is sixty** thousand dollars (\$60,000), three fifths (3/5) will be paid by the Company **and two** fifths (2/5) **will** be paid by the employee.
- 31.04 (a) Employees who have been on payroll for a period of ninety (90) calendar **days** each season shall be eligible to participate in the dental plan. Coverage will **be** extended to the eligible employee, **his** spouse, and dependent children who are solely supported financially by the employee.
- (b) Eligibility for the dental plan would be determined prior to December 25th. Employees **would** receive notification of their **eligibility shortly** thereafter and **would** be required to return a signed Dental Application and an estimated prepayment of their share of dental premiums. Eligible employees **will** become members of the dental plan on the first (**1st**) of the month following the receipt of the signed application.
- (c) The Alberta Blue Cross Dental Plan premiums **shall** be 50% paid by the Company, and the **Plan shall** incorporate the following features:
- Basic Dental Services - 100% co-insurance
Optional Dental Services - 70% co-insurance
- (d) Employees **who** have qualified for the dental plan, and **in** a subsequent season are unable to continue **working** as required by the Company and for reasons acceptable to the Company (i.e. maternity leave, approved apprenticeship leave, **and** workers' compensation leave), **shall** have the period of absence counted.
- (e) **An** eligible employee on the permanent lay-off list may continue to participate in the dental plan while on the lay-off list, if he continues to prepay **his** share of the dental plan premiums.
- 31.05 Effective December 1, 1995, a Vision Care **Plan** will be introduced **as** part of the Supplementary Health Care Package which will provide for a maximum benefit of \$200.00 in each **two** year period. The cost of **said** plan will be shared equally by **the** Company and the employees.

- 31.06 The Company **will** provide the employees with insurance I.D. cards for the purpose of authorizing direct billing of eligible prescription drug costs.
- 31.07 In the event the premium cost for any benefits **is** raised during the **off** season, the employee's share of the increased premium costs shall be deducted from his cheque upon returning the next season.
- 31.08 For the purpose of maintaining benefit coverage for eligible employees during the off season and unless otherwise advised by the employee, the **Company** will automatically deduct from the employee's **final cheque(s)** the employee's share of the off season benefit premiums.
- 31.09 An employee, if eligible, must participate in **all** applicable optional benefit plans **or** participate in none of the plans.
- 31.10 Participation in benefit plans may require **a waiting** period (see benefits brochures).
- 31.11 (a) The Company agrees to provide a pension plan, including or in conjunction with an insured long term disability plan, under which the amount of benefits provided will be the same or better **than** those provided under the pension plan in existence on October 2, 1986.
- (b) Participation in **the** Company pension plan, except for the first season of employment is compulsory.
- (c) Withdrawal of an employee's contributions **can only** be obtained following termination of employment **and** not upon seasonal lay-off. A "Notice of Discontinuance" form which **confirms** termination must be signed by the employee.
- 31.12 It **is the** responsibility of the employee to ensure that the Human Resources Department is advised in writing of **any** change **in** status which may affect benefit coverage or declaration of beneficiaries. Benefit coverage **for family** members cannot be retroactive.

ARTICLE 32

TRANSPORTATION ASSISTANCE

- 32.01 It is the policy of the Company to promote the hiring of qualified N.W.T. residents.
- 32.02 Employees shall be provided with return economy air transportation from their point of hire to their work location. The Company shall advise the employee in advance of commencement of employment what **is** deemed to be the employee's point of hire, and the point of hire shall be noted on the employee's commencement form.
- 32.03 Transportation assistance shall not exceed a distance greater than Edmonton to work location.
- 32.04 It **is** understood that employees **who** work at their point of hire will not receive transportation assistance.
- 32.05 An employee who is eligible for transportation assistance and subsequently moves closer to the work location shall be eligible for the lesser transportation assistance resulting from the move.
- 32.06 An employee who **is** temporarily assigned to another work location at the request of **the** Company, shall be provided with return economy air transportation.
- 32.07 An employee who **is** eligible for transportation assistance and provides his **own** transportation, shall receive the lesser of the **Company** mileage rate for the distance travelled or the equivalent economy airfare.
- 32.08 Employees who have received transportation assistance and who do not complete the period of employment required **by** the **Company** due to self-termination or **termination** for just cause, shall have the transportation costs deducted from their final cheque.

ARTICLE 33

PAY ADMINISTRATION

- 33.01 An employee is entitled to be paid for services rendered at the pay specified in Appendix "C" for the classification of the position to which he **is** appointed from time to time.
- 33.02 The probationary rate in Appendix "C" shall be ninety-four percent **(94%)** of the full rate and shall be paid to new employees.
- 33.03 (a) Job classifications **as** set out in Appendix "C" of this Agreement shall not be changed or deleted.
- (b) Where an employee **is** assigned a classification and level for which no rate **is** stipulated **in** Appendix "C", or if, during the term of **this** Agreement, a new classification **is** established and implemented by the Company, such rate shall be established jointly by the Company and the Alliance. Where necessary, **an** interim temporary rate may be established **by** the Company.
- (c) If the parties are unable to agree **on** a rate of pay of the position in question, such dispute shall be submitted to arbitration in accordance with Article 13.
- 33.04 (a) Where **an** employee is required to temporarily perform for a period of five (5) days or more, the duties of **a** higher position than the one held **by** him, he **shall** be paid acting pay during that temporary period calculated **as** if he had been appointed to the higher position from the first day of assuming the duties of the higher position. Upon returning to his previous position, the rate shall become the rate for **his** previous position.
- (b) Where **an** employee is required to temporarily perform for a **period** of one (1) day or less, the duties of a lower position than the one held by him, he shall maintain the rate of pay of his position. It **is** understood **that** an employee temporarily assigned to duties of **a** lower **position** in special circumstances will always maintain the rate of pay of **his** classification.
- 33.05 Employees shall be paid every second week. **All** employees will participate in the automatic payroll deposit program.

ARTICLE 34

SHIFT PREMIUM

34.01 Subject to the provisions of Article 18, effective April 1, 1986, a shift premium of fifty-five (**55**)cents per hour shall be paid ~~for~~ all shifts commencing between 16:00 **hours** and 04:59 hours.

ARTICLE 35

TRAVEL PAY

- 35.01 Employees travelling at the direction of the Company outside **of** the normally scheduled hours of **work** shall be compensated for such travel time at the regular rate of **pay**.
- 35.02 Travel pay shall not exceed eight (8) hours per calendar day.
- 35.03 Travel pay, when travelling **by** scheduled commercial modes **of** transport, shall be calculated from one **half** (1/2) hour **prior** to scheduled departure to one half (1/2) hour after **arrival**.

ARTICLE 36

MEAL ALLOWANCE, ACCOMMODATION, AND USE OF PERSONAL VEHICLES

MEAL ALLOWANCE AND INCIDENTAL EXPENSES

- 36.01 (a) While travelling **on** Company business and in places where the Company does **not** provide meals, employees shall be reimbursed **as** per the Company daily meal allowance **and** incidental expenses policy.
- (b) **This** policy shall be reviewed annually.

ACCOMMODATION

- 36.02 If hotel/motel accommodation **is** required, employees shall be reimbursed for reasonable accommodation costs.

USE OF PERSONAL VEHICLES

- 36.03 (a) Employees required to use their personal vehicles for **Company** business (excluding driving to and from work) shall **be** reimbursed by the Company mileage rate.
- (b) Employees must **log** date, **distance**, and reason for travel.
- (c) **This** policy shall be reviewed **annually**.
- 36.04 **For** the purpose of this Article, expenditure receipts and/or mileage **logs** **must** be attached to the Company's expense report **and** submitted promptly to the immediate Supervisor.

ARTICLE 37

TRAVELLING ABOARD VESSELS

- 37.01** Employees while travelling and working aboard a vessel, shall be signed on vessel Articles and shall be under the direction and control of the Master or **his** designated Officer.
- 37.02** The Master of the vessel or his designated Officer shall record and approve employee's hours.
- 37.03** Purser, while travelling onboard a vessel, shall ~~assist~~ the Master with vessel administrative work **as** directed by the Master. Such work ~~shall~~ be assigned during the normal working **hours** of the Purser.

ARTICLE 38

LEAD HAND DIFFERENTIAL

38.01 If the Company appoints ~~an~~ employee, other than an employee with continuous supervisory responsibilities, to act ~~as~~ a lead hand, he shall be paid ~~a~~ lead hand differential of ~~six~~ percent (6%) ~~of~~ the regular hourly rate of pay for his ~~classification~~ for the period the lead hand duties are performed.

ARTICLE 39

FOREMAN

39.01 The Company **and** the Union agree that employees employed **as Foreman and Office Manager** will not, subject to **operational** requirements, **do work of** bargaining unit **employees**.

ARTICLE 40

HEALTH AND SAFETY

PREAMBLE

- 40.01 (a) The Company agrees to take reasonably appropriate measures as deemed necessary with a view to ensuring that employees, during their course of employment, work in a safe and healthy environment.
- (b) The Company and the Alliance agree to encourage the employees to work in a safe manner and the employees **shall** observe the safety and health rules and practices established by the Company and/or Labour Canada from time to time, as a measure of protection for **themselves** and others. Employees failing to abide **by** safety rules and regulations may be subject to disciplinary action.

JOINT HEALTH AND SAFETY COMMITTEE

- 40.02 (a) A Joint Health and Safety Committee of equal representation and with the Chair alternating between **a** Company **and** an Alliance representative shall be established at each terminal.
- (b) The committee shall give consideration to and shall **make** recommendations on such matters as the safeguarding **of** health and prevention of hazards to **life** and property. Particular attention will **be paid** to questions involving alleged hazardous or unsanitary **working** conditions. Regular meetings **will** be held **and** minutes **of** all meetings will be issued. **Two** members of the **Health** and **Safety** Committee, one member from Management and one member from the Union, shall jointly conduct investigations of accidents involving members of the bargaining unit as deemed necessary.
- (c) The Safety Committee may request from the Company such information **as** the Committee considers necessary to identify the existing or potential hazards with respect to materials, processes, or equipment.

FIRST-AID AND SAFETY TRAINING

- 40.03 (a) The Company will encourage an employee to attend first-aid and **safety** training courses. The Company **will** assume **the** cost of first-aid and safety training. Employees selected **by** the Company for first-aid and safety training shall be granted time off without **loss** of pay subject to provisions of Article 43.

SPECIAL MIN/ NS

- 40.04 The Company agrees to conduct appropriate tests of employees and of the work environment **as** deemed necessary by the Company and/or Labour Canada with a view to ensuring a safe work environment, and the cost of such tests will be borne by the Company.

MEDICAL EXAMINATIONS

- 40.05 (a) Where the Company requires an employee to undergo **a** specific medical, hearing, or visual examination by a designated qualified practitioner, the examination will be conducted at no expense to the employee. Results of **all** specific medical, hearing or **visual** examinations **will** be made available to employees upon request. Employees **shall** authorize that requested specific medical, hearing, or visual examination information be supplied to the Company, and that information **shall be** designated to a confidential file, separate from the personnel file and maintained in the Human Resources Department. Employees **shall** not **refuse** to take such **specific medical, hearing, or visual examinations**.
- (b) Employees **of** the Food **Services** Department **shall possess** a valid and current Food Handler's Certificate which shall be presented to **the** Company at the time of commencement.

OPERATING PROCEDURES

- 40.06 The Company will provide **safe** operating procedures and will ensure that there will be employees, on site, who **have** been trained in the handling of materials, operating of equipment, and handling of dangerous goods.

INJURED EMPLOYEES

- 40.07 In the event of an employee sustaining injuries at work and becoming physically handicapped **as** a result thereof, every effort **shall** be made by the Company to provide the injured employee such suitable employment as **is** available.

DANGEROUS SITUATIONS

- 40.08 When an employee refuses to work in cases of alleged dangerous situations in accordance with Section 82.1 of the Canada Labour Code, the employee shall not be disciplined unless the employee continues to refuse to work after the Canada **Labour Safety** Officer has deemed the situation safe. Employees shall not refuse other reasonable **work** assignments while dangerous situations are **being** investigated. The Company **shall** not assign another employee to do the **work** assignment until a union member and a Company member of the Safety Committee have investigated the situation **and** deemed it to be safe.

GRIEVANCE PROCEDURES

- 40.09 The existence of **health and safety hazards** in the workplace is subject to Article 13 (Adjustments of **Disputes**) of this Collective Agreement.
- 40.10 Employees **will** as soon as **is** practicable report to their immediate or designated Supervisor **all personal** injury, accidents, and/or damage to Company and customer equipment, vehicles, **cargo, and facilities**.
- 40.11 Employees who have sustained a disabling **injury** at work during the normally scheduled hours of work and **are** unable to return that day due to the injury shall be paid for a maximum of eight (**8**) straight time hours.

ARTICLE 41

SECURITY

41.01 While working or travelling on behalf of the Company, an employee will not:

(a) possess or consume alcohol, but this provision shall not apply while travelling on commercial carriers or while staying in commercial accommodation:

(b) possess firearms, but this provision shall not apply while travelling on commercial carriers or **while** staying in commercial accommodation;

(c) possess **or** consume any **non** prescribed drugs or **illegal** substances, as defined **by** Federal and Provincial statutes.

Employees may be submitted to searches of their person and baggage by Company and/or client personnel.

41.02 When working under this Agreement, the employee agrees that he shall not supply or disclose, either during the course of **this** Agreement or at anytime thereafter, whether verbally or in writing, to any **person(s)**, **firm(s)**, or **corporation(s)** **all** or **part(s)** of any information or knowledge which he learns concerning the client or **the** client's affiliates including, without intending to limit the generality of **the foregoing**, **any** information or data concerning the **drilling** operations of the clients.

ARTICLE 42

PROTECTIVE CLOTHING

- 42.01 **The** Company shall reimburse employees in the amount of eighty-five dollars (\$85.00)per year (\$90.00effective December 1, 1995 and \$95.00 effective December 1, 1996)for the purchase of CSA approved safety footwear. **The** Company may designate the **type** of appropriate CSA approved footwear. **This** allowance will **be** applicable to one (1)pair of safety footwear per season and can be obtained by verifying the CSA approval and submitting an **original** invoice of purchase to the Company.
- 42.02 Where the Company requires **an** employee to wear **safety** glasses, **and the** employee wears prescription glasses, the Company agrees to reimburse the employee twenty **dollars** (\$20.00)of the cost of the safety lens over **the** normal prescription lens.
- The allowance **will** be applicable to one set of safety glasses per season and will **be** reimbursed upon submission to the Company of **an original** invoice.
- The allowance will **not** be applicable where **the** replacement of a safety lens **is** covered by Workers' Compensation.
- 42.03 The Company **shall** supply one (1)hard hat each operating season to employees **required** to wear **them**. Hard hats **shall** be turned **in** at the **conclusion of the season**.
- 42.04 At the commencement of each operating season, two **(2)** sets of coveralls and two **(2)**sets of work **gloves** **shall** be provided to **all** employees, with the exception of food services **personnel** **and** office personnel. **Worn** coveralls or work gloves will be replaced **anytime during** the season when irreparably soiled or damaged upon return of the item.
- 42.05 Food services personnel **shall** be provided with two **(2)**sets of white uniforms each operating **season**.
- 42.06 Should **an** employee **self-terminate** or be terminated for just cause prior to working **sixty** (60)calendar **days** each operating season, the cost of the protective **clothing** provided above may **be** deducted **from** the employee.
- 42.07 Protective clothing **and** equipment issued to the employee, such as rain gear, floater coveralls, life jackets, etc. **shall** be turned **in by** the employee **upon** termination of employment or lay-off. If **not** turned **in**, the employee may be deducted the **costs** of such protective clothing or equipment.

ARTICLE 43

TOOL REPLACEMENT

43.01 The Company **will replace worn, lost, or broken** tools of its employees provided tools have been **worn, lost, or broken** on the **job** and are required by the employees in the performance of their duties. **Tools** which are under warranty will not be covered by this Article. The employee must supply the Company with an inventory of **his** tools by brand name **at** the start **of each** season or upon commencement of employment.

ARTICLE 44

TRAINING AND DEVELOPMENT

- 44.01 (a) Where an employee **is** required to attend courses required **of his** occupational certification and the Company has authorized attendance at such courses, the Company shall reimburse the employee **for** prescribed textbooks, tuition, and examination fees, if the employee successfully completes the course. **Such** reimbursement shall be made upon completion **of** the operating season following the date of said examination and upon surrendering original receipts for the cost involved.
- (b) The Company shall have the discretion as to the priority **of** attendance, timing, and number of employees **who** may take such courses.

OTHER COURSES SCHEDULED BY THE COMPANY

- 44.02 (a) The Company may require **an** employee to attend special courses or seminars in addition to **normal** occupational requirements, and employees given reasonable notice **and** where practicable, will make themselves available to attend such courses or seminars.
- (b) The Company scheduling such special courses or **seminars** shall **bear** all the **costs**, including transportation, reasonable **meal and accommodation expenses**, tuition **fees**, **books**, and **examination fees and** shall pay the employee at his current rate of pay to a **maximum of eight (8)** straight **time** hours for each day the **employee is** in attendance at the course or **seminar**. Pay for travel time **is** not provided unless travel **is** during employee's normally scheduled hours of work.
- (c) Employees attending special courses or seminars may **be** requested to prepare **a summary** of the course or **seminar** and/or make a short presentation to the Safety Committee or other appropriate meetings.

ARTICLE 45

TECHNOLOGICAL CHANGE

45.01 **If**, during the term of this Agreement, a significant number of employees in the **bargaining** unit are affected by technological change, the Company **shall**, by means of joint consultation with the Alliance, assist those employees **so** affected to adjust to the effects of **such** change in accordance with the provision of **Part V** of the Canada Labour Code.

ARTICLE 46

NORTHERN LOCATION ALLOWANCE

46.01

The Company will pay an employee a Northern Location Allowance of nine dollars and ~~fifty~~cents (\$9.50)per calendar day (\$9.65 effective December 1, 1995, \$9.90 effective December 1, 1996)~~from~~ the date of hire to the date of lay-off~~during~~ each ~~operating~~ season. Subject to the following:

(a)The allowance will ~~be~~ paid for Saturday and Sunday when ~~an~~ employee ~~has~~ worked a minimum of thirty-six (~~36~~)regular time hours during the regular work week or he ~~is~~ on paid ~~leave~~ or when travelling from Edmonton to the work location providing he works that day or any portion thereof.

(b) On the week of commencement of employment each season ~~an~~ employee shall receive the allowance for Saturday and Sunday if he works the remaining scheduled ~~work~~ days that ~~week~~.

(c) The allowance will not be ~~paid~~ for ~~any~~ unpaid days of leave or ~~for~~ Saturday or for Sunday of the week in which these unpaid ~~days~~ occur unless ~~he~~ works these days.

ARTICLE 47

DEI OF AGREEMENT

47.01 **This** Agreement **may** be amended by **mutual** consent.

ARTICLE 48

DURATION AND RENEWAL

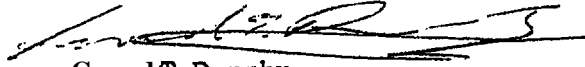


- 48.01 This Agreement **shall** be in force and in effect from December 1, 1994, until November 30, 1997.
- 48.02 Either **party** may, **by** written notice, require the other **party** to commence bargaining during the three (3) month period immediately preceding the date of expiry of this Agreement.
- 48.03 The provisions of **this** Collective Agreement will become effective on the first day of the Agreement, unless otherwise stipulated.

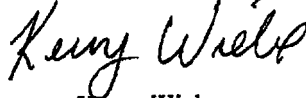
NORTHERN TRANSPORTATION COMPANY LIMITED



Lorne R. Glass
Manager Human Resources



Gerard T. Dunphy
Manager Hull Maintenance and Shipyard Operations



Kerry Wiebe
Manager Accounting



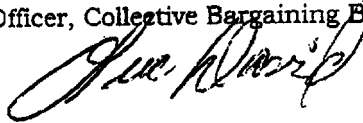
Ed Malloy
Terminal Manager, Hay River

PUBLIC SERVICE ALLIANCE OF CANADA

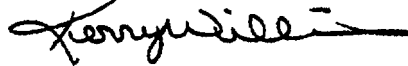


Susan Giampietri
Executive Vice-President
Luc David


Staff Officer, Collective Bargaining Branch



Kerry Williams
R.V.P. Prairies



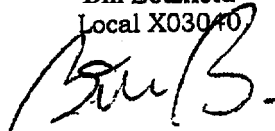
Colette Savarie
Regional Representative



Allan Gibb
President, Local X03040



Bill Betzhold
Local X03040



APPENDIX A

APPRENTICESHIP PROGRAM

- A-1 The pay and administration of the Company's apprenticeship program is designed to encourage employees to pursue apprenticeship training. The Company may limit the number of apprentices.
- A-2 Apprentices **must** be enrolled in the Northwest Territories or Province of Alberta apprenticeship programs and **be** indentured with the Company.
- A-3 The appropriate apprenticeship rates shall commence on the date the Company signs the apprenticeship and indentureship papers.
- A-4 Apprentices who have successfully passed their examination and have accumulated the required hours for the next level **shall** receive their rate adjustment retroactive to the date the examination was written.
- A-5 Apprentices who have successfully passed their examinations and have not accumulated the hours for the next level **shall** receive their rate adjustment retroactive to the **next working day** following **the** day the hour accumulation has been acquired.
- A-6 Apprentices shall be deemed a separate classification for purposes of the Collective Agreement.
- A-7 **APPRENTICESHIP RATES OF PAY**

Four-Year Program

Persons employed **as** apprentices in accordance **with** the above shall be **paid a** percentage of the applicable journeyman rate **of** pay in accordance with the following provisions:

- (a) On appointment in the first year of the apprenticeship program, at a rate equivalent to sixty-four percent (64%) of the journeyman rate;
- (b) In the second year **of** the apprenticeship program at a rate equivalent to seventy percent (70%) **of** the journeyman rate;

(c) In the third year of the apprenticeship ~~program~~ at a rate equivalent to eighty percent (80%) of the journeyman rate, and;

(d) In the fourth year of the apprenticeship program at a rate equivalent to ninety percent (90%) of the journeyman rate.

A-8

APPRENTICESHIP RATES OF PAY

Three-Year Program

(a) On appointment in the **first year** of the apprenticeship program at a rate equivalent to sixty-four percent (**64%**) of the journeyman rate;

(b) ~~In~~ the second year ~~of~~ the apprenticeship program ~~at~~ a rate equivalent to ~~seventy-seven~~ percent (77%) of the ~~journeyman~~ rate;

(c) In the third year ~~of~~ the apprenticeship ~~program~~ at a rate equivalent to ninety percent (90%) of the journeyman rate.

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APPENDIX B

TRADESPERSON RATES AND QUALIFICATIONS

- B-1** Trades personnel shall receive pay as per Appendix "C".
- B-2** The qualifications used for each of the trade levels in Appendix "C" shall be as follows:
- (a) Trades I - An employee who **is** hired by the Company as a trades helper.
- (b) Trades II
- (I) An employee who has been employed by the Company in a trade for a minimum of five hundred and forty (540)calendar days and can demonstrate performance and ability relative to the position, or
- (II) **Can** otherwise provide evidence of having worked in the trade elsewhere for a minimum of five hundred and forty (540)calendar days and can demonstrate performance and ability relative to **the** position during the probationary period.
- (c) Trades III
- (I) **An** employee who **has** been employed by the Company in the trade for a minimum of one thousand and eighty (1080)calendar days and can demonstrate performance and ability relative to the position, or
- (II) **Can** otherwise provide evidence of having worked in **the** trade elsewhere for a minimum of one thousand and eighty (1080) calendar days **and** can demonstrate performance and ability relative to the position **during** the probationary period.
- (d) Trades IV - **An** employee who **is** required to perform **journeyman** duties and has a full journeyman certificate recognized by a province or the Northwest Territories and can demonstrate performance and **ability** relative to the position during the probationary period.
- B-3** The introduction of these qualifications **will** not adversely affect the tradespersons on strength as of the date of **signing** this Agreement.

APPENDIX C

RATES OF PAY

Effective December 1, 1994

	Probationary Rate	Full Rate
<u>LEVEL 1</u>		
Classification		
Labourer I	13.18	14.01
Janitor	13.18	14.01
Messperson	13.18	14.01
security Officer	13.18	14.01
Clerk I	13.18	14.01
Waiter/Waitress	13.18	14.01
<u>LEVEL 2</u>		
Classification		
Labourer II	14.37	15.30
Stevedore	14.37	15.30
Shipyard Labourer	14.37	15.30
Tradesman I	14.37	15.30
Barge Cleaner	14.37	15.30
Pumpman I	14.37	15.30
Computer Operator I	14.37	15.30
Clerk II	14.37	15.30
<u>LEVEL 3</u>		
Classification		
Computer Operator II	14.96	15.91
Storekeeper I	14.96	15.91
Clerk III	14.96	15.91
Checker	14.96	15.91
<u>LEVEL 4</u>		
Classification		
Cook I	15.40	16.39
Equipment Operator I	15.40	16.39
<u>LEVEL 5</u>		
Classification		
Storekeeper II	16.41	17.45
Cook II	16.41	17.45
Purser	16.41	17.45
Computer Operator III	16.41	17.45
Clerk/Radio Operator	16.41	17.45

LEVEL 6**Classification**

Tradesman II	17.00	18.10
Equipment Operator II	17.00	18.10
Pumpman II	17.00	18.10

LEVEL 7**Classification**

Clerk IV	18.15	19.31
Storekeeper III	18.15	19.31
Cook III	18.15	19.31
Partsman III	18.15	19.31

LEVEL 8**classification**

Equipment Operator III	19.17	20.38
Pumpman III	19.17	20.38
Tradesman III	19.17	20.38

LEVEL 9**Classification**

Equipment Operator IV	22.63	24.07
Tradesman IV	22.63	24.07

APPRENTICE TRADESMAN**Year****Four Year****Three Year**

First	15.40	15.40
Second	16.85	18.53
Third	19.26	21.67
Fourth	21.67	

APPENDIX C

RATES OF PAY

Effective December 1, 1995

	Probationary Rate	Full Rate
<u>LEVEL 1</u>		
Classification		
Labourer I	13.31	14.16
Janitor	13.31	14.16
Messperson	13.31	14.16'
Security Officer	13.31	14.16
Clerk I	13.31	14.16
Waiter/Waitress	13.31	14.16
<u>LEVEL 2</u>		
Classification		
Labourer II	14.52	15.45
Stevedore	14.52	15.45
Shipyard Labourer	14.52	15.45
Tradesman I	14.52	15.45
Barge Cleaner	14.52	15.45
Pumpman I	14.52	15.45
Computer Operator I	14.52	15.45
Clerk II	14.52	15.45
<u>LEVEL 3</u>		
Classification		
Computer Operator II	15.10	16.06
Storekeeper I	15.10	16.06
Clerk III	15.10	16.06
Checker	15.10	16.06
<u>LEVEL 4</u>		
Classification		
Cook I	15.55	16.54
Equipment Operator I	15.55	16.54
<u>LEVEL 5</u>		
Classification		
Storekeeper II	16.54	17.60
Cook II	16.54	17.60
Purser	16.54	17.60
Computer Operator III	16.54	17.60
Clerk/Radio Operator	16.54	17.60

LEVEL 6
Classification

Tradesman II	17.16	18.25
Equipment Operator II	17.16	18.25
Pumpman II	17.16	18.25

LEVEL 7
Classification

Clerk IV	18.29	19.46
Storekeeper III	18.29	19.46
Cook III	18.29	19.46
Partsman III	18.29	19.46

LEVEL 8
Classification

Equipment Operator III	19.30	20.53
Pumpman III	19.30	20.53
Tradesman III	19.30	20.53

LEVEL 9
Classification

Equipment Operator IV	22.77	24.22
Tradesman IV	22.77	24.22

APPREN **TRADES**
Year

	<u>Four Year</u>	<u>Three Year</u>
First	15.55	15.55
Second	17.00	18.68
Third	19.41	21.82
Fourth	21.82	-

APPENDIX C

RATES OF PAY

Effective December 1, 1996

	Probationary Rate	Full Rate
<u>LEVEL 1</u>		
Classification		
Labourer I	13.59	14.46
Janitor	13.59	14.46
Messperson	13.59	14.46
Security Officer	13.59	14.46
Clerk I	13.59	14.46
Waiter/ Waitress	13.59	14.46
<u>LEVEL 2</u>		
Classification		
Labourer II	14.81	15.75
Stevedore	14.81	15.75
Shipyards Labourer	14.81	15.75
Tradesman I	14.81	15.75
Barge Cleaner	14.81	15.75
Pumpman I	14.81	15.75
Computer Operator I	14.81	15.75
Clerk II	14.81	15.75
<u>LEVEL 3</u>		
Classification		
Computer Operator II	15.38	16.36
Storekeeper I	15.38	16.36
Clerk III	15.38	16.36
Checker	15.38	16.36
<u>LEVEL 4</u>		
Classification		
Cook I	15.83	16.84
Equipment Operator I	15.83	16.84
<u>LEVEL 5</u>		
Classification		
Storekeeper II	16.83	17.90
Cook II	16.83	17.90
Purser	16.83	17.90
Computer Operator III	16.83	17.90
Clerk/ Radio Operator	16.83	17.90

LEVEL 6
Classification

Tradesman II	17.44	18.55
Equipment Operator II	17.44	18.55
Pumpman II	17.44	18.55

LEVEL 7
Classification

Clerk IV	18.57	19.76
Storekeeper III	18.57	19.76
Cook III	18.57	19.76
Partsman III	18.57	19.76'

LEVEL 8
Classification

Equipment Operator III	19.58	20.83
Pumpman III	19.58	20.83
Tradesman III	19.58	20.83

LEVEL 9
Classification

Equipment Operator IV	23.05	24.52
Tradesman IV	23.05	24.52

APPRENTICE TRADESMAN
Year

	<u>Four Year</u>	<u>Three Year</u>
First	15.85	15.85
Second	17.30	18.98
Third	19.71	22.12
Fourth	22.12	

APPENDIX D

PENSION PLAN

Effective January 1, 1994, a PSAC member of the Pension Plan having attained the age and service sum of eighty (80) will have no reduction in the pension amount then applicable upon retirement except insofar as C.P.P. calculations apply.

Effective January 1, 1992, the following four improvements apply to all P.S.A.C. pension plan members:

A. Early Retirement after 30 Years of Service

A member who has completed at least 30 years of continuous service with N.T.C.L. would be permitted to retire early with a full formula pension, based on actual pensionable service and eligible earnings, without reduction by reason of early retirement.

This would permit a member hired at age 20, for example, to retire at age 50 with 30 years of service with a full formula pension based on actual pensionable service (which could be less than actual service dependent upon the date of joining the plan).

Members who have neither completed at least 30 years of service, nor have reached the point where age and service totals 80, will continue to be subject to a reduction in the formula pension by reason of early retirement.

B. 60% Spousal Benefit at Retirement

The monthly benefit payable to the surviving spouse of a **deceased** retired member would be changed to equal 60% (66 2/3% for members **who** retire after January 1, 1996) of the monthly benefit that the retired member **would** be receiving if **he/she** were **still** alive.

This change will provide the statutorily mandated form of pension without the reduction in the member's benefit which **is** currently required for most retiring members. **However, an** adjustment to the formula pension **will** continue to be made in the event that the member's spouse **is** more than twenty years younger than the member.

The benefit payable to the dependent children and to the **surviving spouse** of a member who dies prior to retirement will remain at their current level.

C. Children's Benefit When More Than Four Children

When there are more than **four** eligible children of a deceased member or retired member, the total benefit payable to the children shall remain limited to that which would be payable to four children. However, each child will receive **an equal** share of the total monthly benefit with the distribution adjusted as necessary whenever a child ceases to **qualify as an** eligible dependent child.

D. Retirement Upon Lay-off After Age 55 and 10 Years of Service

In the event of a permanent lay-off, **any** member who has attained age **55** and completed at least ten years of continuous service shall be eligible to retire with a

full formula pension, based on actual pensionable service and eligible earnings, without reduction for early retirement.

For the purpose of this provision, a "Permanent Lay-off" shall mean that an employee ~~is informed~~ in writing that he or she ~~is~~ permanently laid off by the Company or is laid off due to a lack of work or change of work by the Company during or at the conclusion of one season or calendar year, ~~is~~ not recalled or offered employment for or during the following season or calendar year, ~~and~~ is not recalled or notified by March 31st of the next season or calendar year that he or she will be recalled or offered employment in that season or year.

Permanent Lay-off does not include or apply:

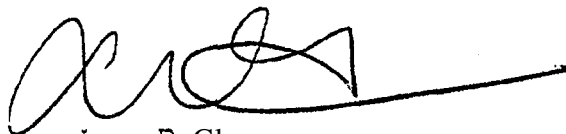
- where an employee self terminates, is suspended, or discharged for **cause**.
- if an employee fails to report for work as required.
- any ~~period~~ ^{time} an employee does not report for work as a result of WCB, personal illness or ~~injury~~ or a leave of absence.
- if an employee ~~is~~ offered employment at an alternate location or is offered alternative employment within the Company.
- where ~~an~~ employee does not exercise any displacement (**bumping**) rights available to the employee.

Such provision shall be subject to the prior approval of Revenue **Canada** at the time of the Permanent Lay-off, ~~and shall~~ be subject to ~~such~~ conditions as Revenue Canada may require at that time.

The Public Service Alliance of Canada will select and inform the company of the representative to attend the Pension Committee Meetings.

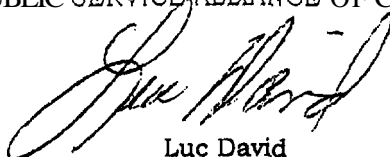
In the event that the Pension Committee does ~~not~~ address the **issues** forwarded via the Public Service Alliance of Canada Committee representative to the satisfaction of the P.S.A.C. members, the P.S.A.C. reserves the right to address such issues at the negotiating table.

NORTHERN TRANSPORTATION COMPANY LIMITED



Lorne R. Glass
Manager Human Resources

PUBLIC SERVICE ALLIANCE OF CANADA



Luc David
Staff Officer, Collective Bargaining Branch

LETTER OF UNDERSTANDING

between

NORTHERN ORTA ITED

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

PERSONAL AND SEXUAL HARASSMENT

The **Company** has policies (dated June 1, 1991 and revised February 18, 1992) in regard to personal and sexual harassment protection **and** it is agreed that employees be referred to procedures outlined in these policies for addressing complaints.

If after exhausting the procedures outlined in these policies for the **lodging** of a complaint, the complainant or the employee against **whom the** complaint **is** lodged, **is** not satisfied with **the** corrective action, the employee may utilize the **grievance** and arbitration procedures of the Collective Agreement.

To be incorporated in the Collective Agreement dated February 19, 1992.

NORTHERN TRANSPORTATION
COMPANY LIMITED

Murrie K. Hurley
Director **Human** Resources

PUBLIC SERVICE
ALLIANCE OF CANADA

Terry Kearney
Staff Officer, P.S.A.C.

Signed in Edmonton on March 27, 1992.

LETTER OF UNDERSTANDING

between

NORTHERN TRANSPORTATION COMPANY LIMITED

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

ELECTRONICS TECHNICIANS

It is agreed that Electronics Technicians shall be governed by the **provisions** of Appendix "A" and / or Appendix "B" of the collective agreement.

Notwithstanding the above, Electronic Technicians III on the payroll in the 1992 season shall be paid the hourly rate of \$19.09 effective from their recall to **work** in the 1992 season.

Effective April 1, 1993, all Electronic Technicians III shall be paid the applicable hourly rate prescribed for the Tradesman III.

At any time after **April 1, 1992**, Electronic Technicians, upon production of a full journeyman certificate recognized by a province or the Northwest Territories, shall be paid **Tradesman IV** rate of **pay**.

NORTHERN TRANSPORTATION
COMPANY **LIMITED**

Murrie K. Hurley
Director Human Resources

PUBLIC SERVICE
ALLIANCE OF CANADA

Terry Kearney
Staff Officer, P.S.A.C.

Signed in Edmonton on **March 27, 1992.**

LETTER OF UNDERSTANDING

between

NORTHERN TRANSPORTATION COMPANY LIMITED

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

UNION/MANAGEMENT CONSULTATION COMMITTEE

- .01 The parties recognize that a **forum** for ongoing discussions **during** the term of the Agreement can promote more harmonious labour relations between the Union and the **Company**.
- .02 The parties shall appoint **two (2)** representatives each **on** a joint Union/Management Committee to discuss topics of **mutual** interests related to **labour** relations **and** in **the** best interests of **both parties** to **this** Agreement.
- .03 The Committee **shall** meet at the request of either party. The party requesting a meeting of **the** Committee **shall advise** the other party at least **five (5)** working days prior to the date of the requested meeting. The parties shall **agree** on a meeting place and **time** in a **fair** and **reasonable** manner.
- .04 Committee meetings shall be held during the regular work day. Time spent by the employee representatives in attending committee meetings shall be considered to **be** time worked.

NORTHERN TRANSPORTATION COMPANY LIMITED



Lorne R. Glass
Manager Human Resources

PUBLIC SERVICE ALLIANCE OF CANADA



Luc David
Staff Officer, Collective Bargaining Branch

LETTER OF UNDERSTANDING

between

NORTHERN TRANSPORTATION COMPANY LIMITED

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

EMPLOYMENT EQUITY

It is agreed between the parties, **subject** to the **provisions** of the Collective Agreement, that they shall **adopt** and follow the terms and conditions provided by Canada Employment and Immigration Commission (CEIC), in the planning and implementation of an Employment Equity **Plan**, that will enhance the opportunities for designated groups of **individuals** as specified by the **Federal Employment Equity Act**.

**NORTHERN TRANSPORTATION
COMPANY LIMITED**

Murrie K. Hurley
Director Human Resources

**PUBLIC SERVICE
ALLIANCE OF CANADA**

Terry Kearney
Staff Officer, P.S.A.C.

Signed in Edmonton on March 27, 1992.

LETTER OF INFORMATION

between

NORTHERN TRANSPORTATION COMPANY LIMITED

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

The Company and the Alliance agree that for the job classification of Purser and Pumpman, their scheduling of hours of work and pay practice will continue as per past practice.

If either party desires to alter the past practice, it will serve notice to the other party in accordance with Article 47.01 of the Collective Agreement.

**NORTHERN TRANSPORTATION
COMPANY LIMITED**

Murrie K. Hurley
Director Human Resources

**PUBLIC SERVICE
ALLIANCE OF CANADA**

Terry Kearney
Staff Officer, P.S.A.C.

Signed in Edmonton on March 27, 1992.

LETTER OF INFORMATION

March 27, 1992

Mr. William Betzhold
President
P.S.A.C. Local X3040
P.O. Box 1342
Hay River, N.W.T.
XOE 0R0

Dear Mr. Betzhold:

RE: Contracting out of Bargaining Unit Work

During the term of this Agreement, the employer will make every reasonable effort to continue employment in the Company's service of employees who **would** otherwise become **redundant** because bargaining unit **work is** contracted **out**.

Further, the **Company** will **seek** the **view** of the Alliance before **finalizing any plans** to contract out work when **this would** result in employees becoming redundant.

NORTHERN TRANSPORTATION COMPANY LIMITED

Paul A. Preville
Vice-president Operations

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