

COLLECTIVE AGREEMENT

BETWEEN

NORTHERN TRANSPORTATION COMPANY LIMITED
(Hereinafter Called "NTCL")

AND

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

EFFECTIVE DECEMBER 1, 2012
TO NOVEMBER 30, 2015

Table of Contents

Article 1 Purpose of Agreement	1
Article 2 Interpretation and Definition	1
Article 3 Recognition	3
Article 4 No Discrimination	3
Article 5 Union Representatives	3
Article 6 Union Security	4
Article 7 Strikes and Lockouts	5
Article 8 Management Rights	5
Article 9 Information for Employees and the Alliance	5
Article 10 Employer Directives	6
Article 11 Statement of Duties	6
Article 12 Personnel File	6
Article 13 Adjustment of Disputes	7
Article 14 Seniority	9
Article 15 Appointments, Promotions and Transfers	10
Article 16 Job Security, Lay-off and Recall to Service	12
Article 17 Severance Pay	14
Article 18 Hours of Work	15
Article 19 Overtime	16
Article 20 Wash-up Time	18
Article 21 Benefits to Year Round Residents of the Northwest Territories	19
Article 22 Vacation Travel Assistance	20
Article 23 Medical Transportation	20
Article 24 Winter Utility Allowance	21
Article 25 Northern Living Allowance	22
Article 26 Designated Paid Holidays	22
Article 27 Vacation Pay or Vacation Leave	23
Article 28 Sick Leave	25
Article 29 Special Leave	26
Article 30 Other Types of Leave	28

Article 31 Health Insurance, Dental and Pension Benefits	29
Article 32 Transportation Assistance	31
Article 33 Pay Administration	32
Article 34 Shift Premium	32
Article 35 Travel Pay	33
Article 36 Meal Allowance, Accommodation, and Use of Personal Vehicles	33
Article 37 Travelling Aboard Vessels	34
Article 38 Lead Hand Differential	34
Article 39 Bargaining Unit Work	34
Article 40 Health and Safety	34
Article 41 Security	36
Article 42 Protective Clothing	37
Article 43 Tool Replacement	38
Article 44 Training and Development	38
Article 45 Technological Change	39
Article 46 Reopening of Agreement	39
Article 47 Duration and Renewal	39
APPENDIX A Apprenticeship Program	41
APPENDIX B Tradesperson Rates and Qualifications	43
APPENDIX C1 Pay Levels and Classifications	44
APPENDIX C2 Pay Levels and Rates of Pay	45
APPENDIX D Pension Plan	46
LOU - Personal and Sexual Harassment	48
LOU - Management Relations Committee	49
LOU - Employment Equity	50
LOI - Purser and Pumpman	50
LOI - Contracting Out of Bargaining Unit Work	51
LOU - Sick Leave Benefits	52
LOU - Career Development Training and Apprenticeship Positions	53
LOU - Summer Employment of Students	54

Article 1

Purpose of Agreement

- 1.01 The purpose of this Agreement is to foster and maintain harmonious and mutually beneficial relationships between NTCL, 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.

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) "NTCL" means 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. In extenuating circumstances, the twenty-five (25) day casual period may be extended, in consultation with the union local.
 - (e) "Probationary Employee" means a newly-hired employee who has not yet completed ninety (90) calendar days from the date of hiring. An employee who loses his/her seniority under Article 14.06 and is rehired 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)
 - (i) For the purposes of this Agreement, the references to gender should have been neutralized or be considered inclusive, except where specifically noted.
 - (ii) For the purposes of this Agreement, the meaning of Northwest Territories shall include Nunavut.

- (h) "Term employees" – Term employees are employees hired for the purpose of:
- (i) replacement of permanent employees who are on leave or without pay for extended periods of time or,
 - (ii) non-recurring work.

The following provisions will apply to all employees hired under subsection (h) of this article:

- The Director of Human Resources or his designate, prior to posting the position, shall inform the Union Local that term employees will be hired.
- Term employees will be advised in writing of their benefit entitlements and/or exclusions and their termination date when hired.
- Term employees are excluded from provisions of Article 17 and Article 31.
- If the term employment extends beyond six (6) months the employee is eligible for coverage under the sick leave provisions outlined in Article 28.
- Full-time employees who are appointed to term positions will continue to be covered by all provisions of the collective agreement and will be returned to their former position upon completion of the term assignment.
- For employees hired under subsection (h) (1) the provisions of Article 27 shall apply.
- For employees hired under subsection (h) (2) the following provisions apply:
- If the term of employee extends beyond one (1) year in the same position, the position will become permanent and the provisions of Article 15 will apply. Vacation credits as per Article 27 will not be accrued, but employees will be provided with four (4) percent vacation pay on a bi-weekly basis.

- 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 NTCL recognizes the Alliance as the sole and exclusive bargaining agent for shore employees described in the certificate issued by the Canada Industrial Relations Board on the 21st day of August 2001 (and any revisions subsequently issued thereto), covering employees of Northern Transportation Company Limited.
- 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) NTCL shall not discriminate in contravention of applicable human rights legislation against employees with respect to terms or conditions of employment based on race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability or conviction for an offense.
- (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 the employee in a discriminatory manner the membership rules of the Union.
- 4.02 NTCL 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 NTCL acknowledges the right of the Alliance to appoint employees as Stewards.
- 5.02 The Alliance shall have the right to appoint Shop Stewards for each of NTCL's terminals and shipyards. The Alliance shall advise the Director of Human Resources in writing of the names of the Stewards and shall advise Director of Human Resources in writing after an appointed Steward discontinues this responsibility.

- 5.03 A Union Representative shall obtain the permission of his/her immediate supervisor before leaving his/her 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 NTCL 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. NTCL shall bear the costs of meeting rooms during negotiations.
- 5.05 An accredited representative of the Alliance shall be permitted access to NTCL's premises upon approval of the Director of Human Resources or another senior NTCL 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 Director of Human Resources or another senior official of NTCL, such access will not unreasonably interfere with employees at work. Approval shall not be unreasonably withheld.
- 5.06 NTCL 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 the employee's position. The granting of such time off shall be subject to the Director of Human Resources receiving reasonable written advance notice from the Alliance, and NTCL 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 NTCL's commencement forms shall serve as the employee's authorization for NTCL 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, NTCL shall not be obligated to make such deductions from subsequent salary. Dues are not payable during the off-season.

- 6.04 The Alliance shall inform NTCL, in writing, of the authorized monthly deduction. The Alliance shall inform its members of any change in amount of monthly deductions.
- 6.05 NTCL 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, NTCL 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 an unique employee number.
- 6.06 Alliance dues deducted shall be provided by NTCL for income tax purposes on T4 slips.

Article 7

Strikes and Lockouts

- 7.01 There shall be no lockout by NTCL and no strike by the employees during the life of this Agreement. Failure of an employee 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 NTCL to manage and direct NTCL'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. NTCL shall 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 NTCL 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 NTCL agrees to provide bulletin board space for the posting of notices pertaining to elections, appointments, meetings, new items, and social and recreational affairs, providing NTCL 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 the sole use of the Alliance.
- 9.03 NTCL shall provide each employee with a copy of the Agreement within sixty (60) days of its ratification.
- 9.04 NTCL shall provide all new employees with a copy of the Agreement upon commencement of employment.

- 9.05 NTCL 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 NTCL 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) NTCL, on request, agrees to provide an employee with a written current statement of the employee's 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, NTCL 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 the employee 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 unfavourable 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 reasonable access to the information in the official personnel file of the employee in the presence of an authorized representative of management. The information may be provided by producing the actual personnel file or a true copy of the personnel file.

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 or her Supervisor any complaint he may have.

Grievance Procedure

- 13.02 Any employee who feels that they have been treated unjustly or considers themselves 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 their supervisor within ten (10) days of the date on which they 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 must, if he/she chooses, present his grievance to the senior members of management of the Department within ten (10) days of the date on which he received a reply at Step 1. The senior members of management 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.

- 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 Director 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, NTCL shall inform the Alliance promptly of the employee's discharge. This provision is not applicable to probationary employees.
- 13.06 When NTCL 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 Director 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 in a form agreed upon by NTCL and the Alliance and which shall be supplied by NTCL 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 NTCL.
- 13.09 The time limits described in the grievance procedure may be extended by mutual agreement between NTCL 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/her 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 NTCL'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. The 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 NTCL 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 or Term employment shall not count as seniority unless the employee completes his probationary period, and such employment is continuous. Transfers within NTCL from one geographical location to another or from one department to another shall not interfere with the accumulation of seniority. NTCL seniority accumulated within another NTCL union shall not apply. Employees applying for and accepted in a job under the jurisdiction of another NTCL 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. In addition, total seniority by job classification and department in each terminal location shall be shown.
- 14.04 Should an employee be attending to a NTCL approved Apprenticeship Program during the operating season, the employee's seniority shall continue to accumulate.
- 14.05 An employee shall continue to accumulate seniority during their normal employment periods for absence due to illness or injury which is medically documented.

- 14.06 An employee shall forfeit all seniority when the employee:
- (a) is discharged for just cause.
 - (b) Self-terminates his/her 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 NTCL, or gives reasonable grounds for not being able to report to 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 (a) Where a job vacancy occurs which is to be filled, a term position 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. NTCL 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, and the job posting shall indicate whether the position is a Union or non-union position, as per Article 3.
- (b) Subject to appropriate consultation with the union, internal and external posting may be issued simultaneously in those circumstances where it is agreed that the required qualifications and competencies, may not exist in-house. All related qualifications and competencies will continue to be observed.
- (c) If a vacant position was previously posted without an internal applicant, NTCL may hire externally if the vacancy occurs within ninety (90) days of the previous posting.
- 15.02 Job postings for casual work need not be placed. However, NTCL 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 NTCL 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 NTCL 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 NTCL 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 NTCL 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 NTCL determines that there are no qualified candidates, NTCL 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. NTCL 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/her 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/her former position and wage rate without loss of seniority.
- 15.08 NTCL, at its discretion, may laterally transfer an employee at the same wage rate after it considers the seniority and desires of the employee.
- 15.09 NTCL reserves the right to temporarily re-assign employees from one location or department to the work force in another location or department to assist in meeting production schedules, provided such re-assignment does not result in any reduction in pay and does not result in a layoff or the continuance of a layoff.

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 from 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 or she is appointed, provided that the employee has the seniority,
- (c) An employee who has been displaced under subclause (b) and who has been employed by NTCL in more than one classification, may displace an employee in his or her immediate former position within his or her terminal location and department, provided that the employee's seniority with NTCL is greater than the seniority of the employee being displaced and providing the employee 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 or she 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 NTCL's intention to terminate his or her employment on that date, or two weeks wages at his or her regular rate of wages for the 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 to their terminal location, department, classification and job duties 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) NTCL 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 Director of Human Resources shall notify by registered mail, courier or signed returned facsimile 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, courier or signed returned facsimile of his or her decision to exercise his or her seniority with NTCL to displace an employee on the seniority list who is on strength with less seniority, provided he or she can perform the duties and responsibilities of the position. An employee may refuse to exercise the foregoing right without prejudicing his or her seniority rights in Article 14.
- (c) (i) Upon receipt of the employee's response mentioned in (b) above, NTCL will forthwith give two (2) weeks notice of lay-off to the employee about to be replaced, or two (2) weeks wages for his regular hours of work, in lieu of such notice.
- (ii) In conjunction with the above, NTCL 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) NTCL and the Alliance recognize the complexities of this Article and agree to cooperatively resolve difficulties resulting from its administration.

16.04 Notice to NTCL:

- (a) An employee shall keep NTCL'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 NTCL'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 Article 16.04(b) may not be recalled to service.
- (d) An employee shall report to work on recall to service as required by NTCL unless the employee 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 following season.
- (d) Periods of attendance, during the operating season, in a NTCL 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) week's 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) week's 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 NTCL transfer form which will be receiving the transferred funds. Employees must sign NTCL's "Notice of Discontinuance" form.

Retirement

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

- (b) Severance pay shall be equal to the product obtained by multiplying the employee's 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 the employee 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 NTCL prior to December 1, 1994 dies, there shall be paid to the employee's estate an amount equal to the product obtained by multiplying his or her 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 the employee 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 NTCL 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 or her supervisor, may exchange shifts providing the change does not result in increased costs to NTCL.
- 18.04 Notwithstanding the provisions of Article 18.01, an additional shift of 40 hours per week may be implemented under the following provisions:
 - (a) The implementation of any additional shift shall be by mutual agreement set forth in writing after full consultation between the parties;
 - (b) For all employees who have passed probation, the additional shift shall be between 17:00 Monday and 08:00 Saturday;

- (c) Probationary employees may be scheduled to work 8-hour shifts for five (5) consecutive days other than Monday to Friday, and the first and second days of rest shall be considered as their "Saturday" and "Sunday" for the purpose of calculating weekend overtime;
- (d) All hours worked in excess of 8 hours per shift shall be overtime hours as defined in Article 19;
- (e) A shift premium as per Article 34 shall be paid for all non-overtime hours worked between 17:00 and 08:00, and, in addition a weekend premium shall be paid for all non-overtime hours worked on Saturday and Sunday as per Article 34.
- (f) The assignment of shifts shall be on a voluntary basis, but where insufficient volunteers have been identified, shift assignments shall be via reverse order of seniority;
- (g) The employer agrees that where there is evidence of employee fatigue, deterioration of safety standards, reduction in efficiency or increased costs or other problems associated with the shift schedule, the shift schedule may be changed by mutual agreement;
- (h) The employer shall provide a minimum of forty-eight (48) hours notice of the need to establish an additional shift and failure to do so shall result in all hours worked on the additional shift being paid at overtime rates until such notice period is completed.

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 (1½) times the straight time rate.
- (d) "Double time" means twice (2) the straight time rate.

19.02 The assignment of overtime shall be on a voluntary basis, but where insufficient volunteers have been identified, overtime assignments shall be via reverse order of seniority. NTCL 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.

While management will provide as much notice as possible, members will be expected to complete projects identified as time-sensitive.

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 of time and one half (1½) 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 (1½) 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, the employee 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 the employee.

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 break after each three (3) continual overtime hours thereafter.

19.06 Overtime shall be paid at the appropriate rates in one of the following two manners:

- (a) by direct deposit or cheque, as soon as practicable, but in any event not later than the pay period following that in which it was worked;
- (b) As compensatory time off to a replenishable maximum of eighty (80) straight time hours per calendar year provided that:
 - (i) the employee makes the election to use compensatory time off at the sign-on or commencement of his/her season;
 - (ii) the compensatory time off is taken at a time mutually agreed to by the employee and employer;
 - (iii) the minimum liquidation of compensatory time off shall be a one (1) day/eight (8) hour block of time;

- (iv) any unused compensatory time off remaining or not yet booked by the earlier of the end of the employee's season or December 1 shall be paid out in cash at the end of the season or the calendar year, at the rate at which it was earned; and
 - (v) for the application of Article 25, compensatory time off with pay shall not be considered as time 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, the employee 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, the employee 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 employees resident during the non-operating season.
- 19.11 No employee shall be required for standby duties.

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, Article 23 and Article 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 In order to qualify for benefits under Article 22, Article 23 and Article 24, employees must meet the following eligibility criteria:
- (a) have accumulated a minimum of eighteen (18) months employment in consecutive seasons; and
- (b) be a full time permanent employee, resident of the Northwest Territories. Where benefits are payable to the employee's family members, they must also be a resident of the N.W.T. Employees living in camp do not qualify; and
- (c) be employed a minimum of one hundred seventy (170) calendar days during the season for which the benefits are payable or have worked the full season among the terminals in Hay River, Inuvik and Tuktoyaktuk.
- 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 NTCL and for reasons acceptable to NTCL (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 the employee's control, subject to their fulfilling their employment requirements. Should an employee lose their eligibility the employee shall re-qualify in the next season they are employed for one hundred and seventy (170) calendar days.
- 21.05 Should an employee forfeit their seniority under the provisions of Article 14.06, all provisions of this Article shall cease and the employee must re-qualify if subsequently reemployed.

- 21.06 Employees may be required to produce evidence of year round residency in the Northwest Territories acceptable to NTCL, 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 NTCL 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 \$3,000.00. 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 Six Hundred Dollars (\$600.00):
- 22.02 In the event that more than one family member is employed by NTCL 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, the employee's spouse, or the employee's 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 NTCL. NTCL 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, the employee's spouse, or the employee's 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 NTCL. 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, NTCL 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 NTCL 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 NTCL 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 Effective December 1, 2009, employees providing their own accommodation in the Northwest Territories at their respective work location, shall receive a Winter Utility Allowance in the amount of One Thousand, One Hundred Dollars (\$1100.00) per year to assist with the higher cost of utilities in the Northwest Territories.
- 24.03 Eligible employees living in NTCL 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.

- 24.04 The winter utility allowance shall be paid prior to January 31st of each year.
- 24.05 The winter utility allowance shall be restricted to one per residency.
- 24.06 The provisions of this Article are subject to the provision of Article 21.

Article 25

Northern Living Allowance

- 25.01 Subject to the eligibility criteria of Article 21.03, full time, permanent employees, resident in the Northwest Territories, shall receive a bi-weekly Northern Living Allowance of \$225.00.

Employees who are living in camp at their respective worksite location, shall receive a bi-weekly Northern Living Allowance of \$150.00

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) National Aboriginal Day (June 21st)
 - (f) Canada Day
 - (g) August Civic Holiday (1st Monday in August)
 - (h) Labour Day
 - (i) Thanksgiving Day
 - (j) Remembrance Day
 - (k) Christmas Day
 - (l) Boxing Day
 - (m) Any additional statutory holiday proclaimed by Parliament

- 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 the employee's first thirty (30) calendar days of employment if the employee does not work on that day, but if he/she is required to work on the general holiday, he/she shall be paid at a rate equal to two (2) times their regular rate of wages for the time worked by the employee 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/her annual vacation or granted as a holiday with pay at a time convenient to the employee and NTCL.
- 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/she would have been granted had he not worked on the holiday, twice (2) his/her straight time for all hours worked.

Article 27

Vacation Pay or Vacation Leave

- 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 or earn vacation leave credits for each calendar month at the following rates:
- Four percent (4%) of gross wages for the first two (2) seasons of service, or 0.84 days for each calendar month, to a maximum of ten (10) days.
 - Six percent (6%) of gross wages for the third (3rd) and fourth (4th) seasons of service, or 1¼ days for each calendar month, to a maximum of fifteen (15) days.

- Eight percent (8%) of gross wages for the fifth (5th) and subsequent season up to and including the tenth (10th) season of service, or 1 2/3 days for each calendar month to a maximum of twenty (20) days.
- Ten percent (10%) of gross wages for the eleventh (11th) season and subsequent seasons of service, or 2 1/12 days for each calendar month to a maximum of twenty-five (25) days.
- Twelve (12%) vacation pay for the twenty second (22nd) season and subsequent seasons of service, or 2½ days for each calendar month to a maximum of thirty (30) days.

For the purpose of applying the accrued vacation leave provisions in this Article, leave credits earned and utilized by an employee shall be calculated in hours.

The conversion of days to hours shall be based on the employee's daily scheduled hours of work.

- 27.02 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 or earned vacation days (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 paycheck of the season. Employees have the option of having the balance of their vacation pay earned to the end of the season paid on their final pay of the season or paid over a maximum of the following three pay periods.
- 27.03 Employees must inform NTCL at the commencement of each season whether they choose to receive vacation pay with each paycheck or allow their vacation pay to accrue until they take vacation. Employees electing to accrue vacation leave credits shall be advanced their vacation leave credits, based on the anticipated length of their season, commencing the date of seasonal recall.
- 27.04 (a) The Employer shall, subject to operational requirements, make every reasonable effort to schedule vacation leave at a time and in a manner suitable to the employee's wishes. Such requests shall not be unreasonably denied. The Employer also agrees to give the employee a written response to his/her written vacation leave request within a reasonable period of time.
- (b) 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 NTCL. The maximum length of vacation to be taken is two (2) weeks unless otherwise agreed.
- (c) For the application of Article 25 and vacation with pay shall be considered as time worked.
- 27.05 NTCL will pay the employees their accumulated and pay vacation pay each period thereafter or as per Article 27.02.

- 27.06 When an employee dies or otherwise terminates their employment, the amount of vacation pay that the employee has earned shall be paid to the employee or the employee's estate as the case may be.
- 27.07 In the event of termination of employment for reasons other than death, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by the employee at the employee's current regular hourly rate of pay.
- 27.08 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.
- 27.09 When the Employer cancels a period of vacation leave which has previously been approved in writing, the Employer shall reimburse the employee for the non-refundable portion of vacation contracts and reservations, or the cost of change or upgrade fees made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may reasonably require.

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 twenty (20) days.
- 28.02 (a) Effective upon ratification (2004) and subject to the Letter of Understanding (Sick Leave Benefits), employees who have accrued an excess of twenty (20) days in a given year, will receive fifty percent (50%) of any remaining days on the final pay of their season.
- or
- (b) upon written request, fifty percent (50%) of any remaining days above the twenty (to a maximum of six (6) days per year will be held in reserve (to an accumulated maximum of 60 days) for payment upon termination of employment.

Granting of Sick Leave

- 28.03 An employee is entitled to sick leave with pay when he/she is unable to perform his /her duties because of illness or injury, provided that:
- (a) The employee satisfies NTCL of this condition in such a manner and at such a time as may be determined by NTCL, and
- (b) The employee has the necessary sick leave credits.

- 28.04 Unless otherwise informed by NTCL, a statement signed by the employee describing the nature of their illness or injury and stating that, because of this illness or injury, the employee was unable to perform his/her 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 the employee.
- 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 the employee, he/she shall provide NTCL with a certificate signed by a qualified medical practitioner.
- 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 NTCL the employee 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 their supervisor.

Article 29 **Special Leave**

Marriage Leave

- 29.01 An employee who has accumulated twelve (12) months of employment with NTCL and who gives NTCL 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. Where a member of the employee's immediate family dies, the employee 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. 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 NTCL, 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 NTCL and the employee shall establish a mutually suitable time for such leave.

Maternity Leave & Childcare Leave

- 29.04 An employee who has accumulated six (6) months of employment with NTCL 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 thirty-seven (37) weeks commencing, as the employee elects.
- (i) 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
- (ii) 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 thirty-seven (37) 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 Article 29.04(b) or (c) in respect of the birth or adoption of any one child shall not exceed thirty-seven (37) 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, NTCL may grant leave with pay for purposes other than those specified in this Agreement.

Leave Without Pay

- 30.03 At the discretion of NTCL, 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 NTCL operations, enrolment 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 NTCL 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 NTCL or have deducted from their pay the amount of the additional monies obtained.

Family Care Leave

- 30.06 Where no one other than the employee is able to care for a sick child or dependant, due to an illness or accident and providing the employee has sufficient sick credits available to use, he/she may take up to three (3) days per occurrence to care for that dependant. Any such leave would be deducted from their accumulated sick leave.

Article 31
Health Insurance, Dental and Pension Benefits

- 31.01 (a) The parties agree to participate in a joint Benefits Committee to discuss and implement, if feasible, any benefit issues as are raised from time to time by mutual agreement.
- (b) NTCL 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, subject to the recommendation of the Benefits Committee.
- 31.02 (a) The cost of the medical and hospital benefits shall be equally shared, fifty percent (50%) by NTCL and fifty percent (50%) by the employee.
- (b) The premium payment for Short Term Disability shall be fully paid by the employee.
- 31.03 The cost of the life insurance will be totally paid for by NTCL 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 NTCL 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 NTCL 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/her 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 dental insurance premiums shall be 50% paid by NTCL, and the Plan shall incorporate the following features: Basic Dental Services - 100% co-insurance Optional Dental Services - 80% co-insurance It is agreed that the additional cost of providing the increased Optional Dental Services from 70% to 80% shall be the employer's responsibility.
 - (d) Employees who have qualified for the dental plan, and in a subsequent season are unable to continue working as required by NTCL and for reasons acceptable to NTCL (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 the employee continues to prepay the entire cost of the dental plan premiums.
- 31.05 A Vision Care Plan shall be part of the Supplementary Health Care Package which provides for a maximum benefit of \$300.00 in each two year period. It is agreed that the additional cost of providing the increased benefit from \$200.00 to \$300.00 shall be the employer's responsibility.
- 31.06 NTCL 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, NTCL 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) NTCL 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 NTCL 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 NTCL to promote the hiring of qualified N.W.T. residents.
- 32.02 Employees shall be provided with NTCL paid return air transportation from their point of hire to their work location. NTCL 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 NTCL, 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 NTCL mileage rate for the distance traveled or the equivalent excursion airfare.
- 32.08 Employees who have received transportation assistance and who do not complete the period of employment required by NTCL 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 Appendices C1 and C2 for the classification of the position to which the employee 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 NTCL, such rate shall be established jointly by NTCL and the Alliance. Where necessary, an interim temporary rate may be established by NTCL.
- (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 the employee had been appointed to the higher position from the first day of assuming the duties of the higher position. Upon returning to his/her previous position, the rate shall become the rate for his/her 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/her, the employee shall maintain the rate of pay of his/her 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/her 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, a shift premium of one dollar and 50 cents (\$1.50) per hour shall be paid for all non-overtime hours worked between 17:00 hours and 07:59 hours.

- 34.02 Subject to the provision of Article 18, a weekend premium of one dollar (\$1.00) dollar per hour shall be paid for all non-overtime hours worked on Saturday and Sunday.

Article 35 **Travel Pay**

- 35.01 Employees traveling at the direction of NTCL 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 traveling by scheduled commercial modes of transport, shall be calculated from one (1) hour prior to scheduled departure to one (1) hour after arrival.

Article 36 **Meal Allowance, Accommodation, and Use of Personal Vehicles**

Meal Allowance and Incidental Expenses

- 36.01 (a) While traveling on NTCL business and in places where NTCL does not provide meals, employees shall be reimbursed as per NTCL 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 NTCL business (excluding driving to and from work) shall be reimbursed by NTCL 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 NTCL's expense report and submitted promptly to the immediate Supervisor.

Article 37
Travelling Aboard Vessels

- 37.01 Employees while traveling and working aboard a vessel, shall be signed on vessel Articles and shall be under the direction and control of the Master or the employee's designated Officer.
- 37.02 The Master of the vessel or his/her designated Officer shall record and approve employee's hours.
- 37.03 Pursers, 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 NTCL appoints an employee, other than an employee with continuous supervisory responsibilities, to act as a lead hand, the employee shall be paid a lead hand differential of six percent (6%) of the regular hourly rate of pay for his/her classification for the period the lead hand duties are performed.

Article 39
Bargaining Unit Work

- 39.01 NTCL and the Union agree that non-Bargaining Unit employees will not, except in emergencies and for specific training purposes, do the work of Bargaining Unit employees.

Article 40
Health and Safety

Preamble

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

Special Examinations

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

Medical Examinations

- 40.05 Where NTCL 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 NTCL, 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.

Operating Procedures

- 40.06 NTCL 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 NTCL 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. NTCL shall not assign another employee to do the work assignment until a union member and a NTCL 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 NTCL 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 traveling on behalf of NTCL, an employee will not:
- (a) possess or consume alcohol, but this provision shall not apply while traveling on commercial carriers or while staying in commercial accommodation;
 - (b) possess firearms, but this provision shall not apply while traveling 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.

The union and NTCL are committed to providing a safe workplace for employees and acknowledge the importance of safeguarding property, equipment and the natural environment. Both parties undertake to ensure, within reason and without jeopardizing employee rights, that the consumption of alcohol or other drugs prior to returning to any NTCL work site does not, in the judgment of the respective

manager or his designate, impair their judgement or ability to safely and responsibly perform their normal duties.

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

- 41.02 When working under this Agreement, the employee agrees that they 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 the employee 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 (a) NTCL shall reimburse employees for the purchase of CSA approved safety footwear each year in the amount of One Hundred and Twenty-Five Dollars (\$125.00).

NTCL 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 NTCL.

- (b) Where an employee is required to wear specialized or seasonal safety footwear over and above normal safety footwear, or where safety footwear is damaged as a result of a work related activity, the Superintendent, Marine Maintenance, based on the recommendation of the supervisor, may authorize reimbursement and such reimbursement shall not be unreasonably denied.

- 42.02 Where NTCL requires an employee to wear safety glasses, and the employee wears prescription glasses, NTCL agrees to reimburse the employee a maximum of two hundred dollars (\$200) every two years for the purchase of prescription safety glasses. The allowance will not be applicable where the replacement of a safety lens is covered by Workers' Compensation.

- 42.03 NTCL 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 office personnel. Worn coveralls or work gloves will be replaced anytime during the season when irreparably soiled or damaged upon return of the item. An eligible permanent employee shall be reimbursed up to Three Hundred Dollars (\$300) every two years for the purchase of one (1) set of insulated coveralls. Eligible employees will be jointly identified and mutually agreed upon by the Union and NTCL.

- 42.05 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.
- 42.06 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 (a) NTCL will reimburse journeymen tradespersons actively employed in their trade up to \$300 per year for tools regularly used in the trade. Journeyman mechanics will receive up to \$800 per year for tools regularly used in their trade. The allowance is payable subject to the following conditions:
- (i) The tool is not supplied by NTCL,
 - (ii) the employee is a permanent employee with a minimum of twenty four (24) months of service in consecutive seasons, and
 - (iii) final approval by the Manager, Marine Maintenance, on the recommendation of the supervisor.
- (b) NTCL will replace worn out, lost, or broken tools of its employees provided tools have been worn out, 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 NTCL with an inventory of the employee's 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/her occupational certification and NTCL has authorized attendance at such courses, NTCL 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) NTCL shall have the discretion as to the priority of attendance, timing, and number of employees who may take such courses.

Other Courses Scheduled by NTCL

- 44.02 (a) NTCL 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) NTCL 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/her 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, NTCL 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 provisions of the *Canada Labour Code*.

Article 46 **Reopening of Agreement**

- 46.01 This Agreement may be amended by mutual consent.

Article 47 **Duration and Renewal**

- 47.01 This Agreement shall be in force and in effect from December 1, 2012 until November 30, 2015.
- 47.02 Either party may, by written notice, require the other party to commence bargaining during the four (4) month period immediately preceding the date of expiry of this Agreement.
- 47.03 The provisions of this Collective Agreement will become effective on the first day of the Agreement, unless otherwise stipulated.

Signed at Hay River, Northwest Territories this 7th day of May 2013.

**on behalf of the
Northern Transportation
Company Limited**

**on behalf of the
Public Service Alliance of Canada**

William Duffy
President

Julie Docherty
Regional Executive Vice-President – North

Brad Tiffin
VP Operations

Keith Linehan
President, Local X3040
Union of Canadian Transportation Employees

Allan Sadowsky
Manager Human Resources

Sally Danielsen
Committee Member

Kent Goodwin
Committee Member

Reg Grandy
Committee Member

Teresa Eschuk
RVP Prairies, UCTE

Stephen Bedingfield
Negotiator

APPENDIX A

Apprenticeship Program

- A-1 The pay and administration of NTCL's apprenticeship program is designed to encourage employees to pursue apprenticeship training. NTCL 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 NTCL.
- A-3 The appropriate apprenticeship rates shall commence on the date NTCL 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 (64%) percent of the journeyman rate;
 - (b) In the second year of the apprenticeship program at a rate equivalent to seventy (70%) percent 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 (64%) percent 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.

A-9 During the first twelve (12) months of accepting an apprentice position, an employee may revert back to his immediate previously held position with NTCL. After twelve (12) months, should the governing Trades Qualification Board deem the apprenticeship cancelled, the apprentice ceases to be an employee.

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 NTCL as a trades helper.
 - (b) Trades II
 - (i) An employee who has been employed by NTCL 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 NTCL 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 – Journeyman - 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 C1
Pay Levels and Classifications

Level 1

Labourer I
Janitor
Security Officer
Clerk I

Level 2

Labourer II
Shipyard Labourer
Trades I
Barge Cleaner
Pumpman I
Clerk II

Level 3

Storekeeper I
Clerk III
Checker

Level 4

Equipment Operator I
Safety Technician

Level 5

Storekeeper II
Purser
Clerk IV

Level 6

Trades II
Equipment Operator II
Pumpman II

Level 7

Clerk 5
Storekeeper III
Partsperson III

Level 8

Equipment Operator III
Trades III
Terminal Supervisor (Assistant Terminal Manager)
Buyer

Level 9

Pumpman III

Level 10

Equipment Operator IV

Level 11

Trades – Journeyman
Purchasing Agent

Level 12

Supervisor Cargo Operations
Supervisor Shipyard Operations
Safety Specialist

Level 13

APPENDIX C2
Pay Levels and Rates of Pay

	December 1, 2012		December 1, 2013		December 1, 2014	
	Probationary		Probationary		Probationary	
	Rate @ 94%	Full Rate	Rate @ 94%	Full Rate	Rate @ 94%	Full Rate
Level 1	19.93	21.20	20.32	21.62	20.73	22.05
Level 2	21.62	23.00	22.05	23.46	22.49	23.93
Level 3	22.43	23.86	22.88	24.34	23.34	24.83
Level 4	23.05	24.52	23.51	25.01	23.98	25.51
Level 5	25.12	26.72	25.62	27.25	26.13	27.80
Level 6	25.97	27.63	26.49	28.18	27.02	28.74
Level 7	27.58	29.34	28.13	29.93	28.70	30.53
Level 8	28.98	30.83	29.56	31.45	30.16	32.08
Level 9	31.08	33.06	31.70	33.72	32.33	34.39
Level 10	33.83	35.99	34.51	36.71	35.19	37.44
Level 11	36.53	38.86	37.26	39.64	38.00	40.43
Level 12	37.05	39.41	37.79	40.20	38.54	41.00
Level 13	39.90	42.45	40.70	43.30	41.52	44.17

APPENDIX D **Pension Plan**

Effective April 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 85, 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 113 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 NTCL or is laid off due to a lack of work or change of work by NTCL 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 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 NTCL.
- 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 NTCL 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.

LETTER OF UNDERSTANDING

between

NORTHERN TRANSPORTATION COMPANY LIMITED

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

PERSONAL AND SEXUAL HARASSMENT

NTCL 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.

LETTER OF UNDERSTANDING

between

NORTHERN TRANSPORTATION COMPANY LIMITED

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

MANAGEMENT RELATIONS COMMITTEE

1. 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 NTCL.
2. 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 of this Agreement.
3. The committee shall meet at the request of either party. The party requesting the 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.
4. Committee meetings shall be held during the regular working day. Time spent by the employee representatives in attending the committee meetings shall be considered time worked.

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 Human Resources Development Canada (HRDC) 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*.

LETTER OF INFORMATION

between

NORTHERN TRANSPORTATION COMPANY LIMITED

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

NTCL 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.

LETTER OF INFORMATION

April 1, 1990

Mr. William Betzhold
President P.S.A.C. Local X3040
P.O. Box 1342
Hay River, N.W.T.
X0E 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

LETTER OF UNDERSTANDING

between

NORTHERN TRANSPORTATION COMPANY LIMITED

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

SICK LEAVE BENEFITS

Currently employees accumulate sick leave benefits as per Article 28 with a carry over from one season to the next to a maximum of ten (10) days. Employees are eligible for short term disability insurance for sickness after three days as per NTCL benefit plan.

Notwithstanding Article 28, the carry over provision for accumulated sick leave shall increase to twenty (20) days. Sick leave applications in excess of 3 consecutive days will be submitted to the Short Term Disability Plan.

Payments received to the lesser of a maximum of twenty (20) or, to the maximum accumulated, from the Short Term Disability Plan provider shall be remitted to the employer.

The intention is to provide an additional ten (10) day sick leave period to employees over and above their current benefit in Article 28. NTCL may need to address the short term disability benefit program to accomplish the above. The parties agree to consult with a view to recommend changes to the Short Term Disability program.

LETTER OF UNDERSTANDING

between

NORTHERN TRANSPORTATION COMPANY LIMITED

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

CAREER DEVELOPMENT TRAINING AND APPRENTICESHIP POSITIONS

Northern Transportation Company Limited ("NTCL") and the Public Service Alliance of Canada ("the Alliance") agree that training and/or apprenticeship positions may be created under the following conditions:

1. Creation of training and/or apprenticeship positions shall not displace any permanent employee or position or diminish the hours of work of any permanent employee.
2. Prior to posting, the Alliance/Local will be notified by the Director of Human Resources or his designate, that such a position is being created.
3. After a probationary period of ninety (90) days the employees in these positions will be eligible for full health, dental and pension benefits. Eligibility for sick leave benefits will commence on the date of employment.
4. Employees in these positions who meet the requirements of Article 21 will be eligible for winter utility allowance and vacation travel allowance benefits.
5. Employees in these positions will be entitled to vacation benefits under Article 27.
6. Employees in a two (2) year training program will be paid at 74% of the full position rate in the first year, and 87% of the full position rate in the second year.
7. Employees in a three (3) years training program will be compensated on the same percentage basis of the full position rate as apprentices engaged in a three (3) year program:

Year 1 -	64%
Year 2 -	77%
Year 3 -	90%

8. Upon successful completion the employee will be granted up to three (3) months of continuous employment to assist in their search for employment elsewhere.
9. Should the employee obtain permanent employment with NTCL upon successful completion of the training or apprenticeship program, their seniority will be retroactive to their date of hire.
10. If the employee is terminated or resigns from their training/apprenticeship program, they cease to be an employee and forfeit all seniority rights.
11. If the employee obtains permanent employment with the employer within 12 months of successful completion of their training/apprenticeship program, seniority accrued during that program will be recognized.

LETTER OF UNDERSTANDING

between

NORTHERN TRANSPORTATION COMPANY LIMITED

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

SUMMER EMPLOYMENT OF STUDENTS

Given the clear understanding that the employment of students will in no way adversely impact Bargaining Unit work, the employer and union agree to the hiring of bona fide, full-time, high school, college or university students during their summer break. Students will be compensated, commensurate with their level of studies, at a rate which will at no time exceed \$14.00 per hour.

Students will not have access to the provisions of the Collective Agreement nor will they be considered members of the Public Service Alliance of Canada. Employees hired under the Summer Employment program will not be eligible to apply on internal competitions.