
Collective Agreement

Between

The Public Service Alliance of Canada
Local X3040

and

Northern Transportation Co. LTD

Begins:
04/01/1992

Terminates:
11/30/1994

03272 (06)

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**COLLECTIVE AGREEMENT
BETWEEN**

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

AND

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

**EFFECTIVE
April 1, 1992 to November 30, 1994**

**ARTICLE 1
PURPOSE OF AGREEMENT**

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

**ARTICLE 2
INTERPRETATION AND DEFINITION**

- 2.01** For the purpose of this Agreement:
- (a) "Alliance" means the Public Service Alliance of Canada.
 - (b) "Bargaining Unit" means employees of the Employer described in Article 3 of this Agreement.
 - (c) "Company" means the Northern Transportation

Company Limited.

(d) "Casual Employee" means an employee employed during the operating season for a temporary period not to exceed ~~twenty-five (25)~~ calendar days. If a qualified employee is being laid off, he may by choice displace a casual employee within the department. Casual employment shall not count as part of the probationary period.

(e) "Probationary Employee" means a newly-hired employee who has not completed sixty (60) calendar days from the date of hiring. An employee who loses his seniority under Article 14.06 and is re-hired shall ~~be~~ considered a probationary employee.

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

(g) For the purposes of this Agreement, whenever the masculine gender is used, it shall also be deemed to be the feminine.

2.02 Except as otherwise provided in this Agreement, expressions ~~used~~ in this Agreement;

(a) If defined in the Canada Labour Code, have the same meaning as given to them in the Canada Labour Code;

and

(b) If defined in the Interpretation Act, but not in the Canada Labour Code, have the same meaning as given to them in the Interpretation Act.

ARTICLE 3 RECOGNITION

3.01 The Company recognizes the Alliance as the ~~sole~~ and ~~exclusive~~ bargaining agent for shore employees

described in the certificate issued by the Canada Labour Relations Board on the 17th day of December, 1975, covering employees of the Northern Transportation Company Limited, which reads as follows:

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

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

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

ARTICLE 4 NO DISCRIMINATION

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

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

- 4.02** The Company agrees that there shall be no

discrimination with respect to any employee *for reason* of membership in the Alliance.

ARTICLE 5 UNION REPRESENTATIVES

- 5.01 The Company acknowledges the right of the Alliance to appoint employees as Stewards.
- 5.02 The Alliance shall have the right to appoint one Shop Steward for each of the Tuktoyaktuk, Inuvik, and Norman Wells terminals. Shop Stewards in the Hay River Terminal shall be appointed by the Alliance as follows:

- Field Office/Marine Office - 1
- Terminal A - 1
- Terminal C - 1
- Equipment Maintenance - 1
- Food Services/Camp - 1
- Electronics/Stores - 1
- Pumpmen - 1
- Marine Maintenance/Welders - 1
- Marine Maintenance except Welders
and Barge Cleaners - 1
- Shipyards/Property Maintenance - 1
- Barge Cleaners - 1

The Alliance shall advise the Company in writing of the names of the Stewards and shall advise the Company in writing after an appointed Steward discontinues this responsibility.

- 5.03 A Union Representative shall obtain the permission of his immediate supervisor before leaving his work to investigate complaints with fellow employees, to meet with local management for the purpose of dealing with grievances, and to attend meetings called by

management. Such permission shall not be unreasonably withheld or unreasonably requested,

5.04 The Company shall grant time off, without loss of wages, to not more than two employees who are attending meetings with management for Collective Agreement negotiations on behalf of the Alliance, to a maximum of eight (8) working days each, including travel time.

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

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

Approval shall not be unreasonably withheld.

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

ARTICLE 6 UNION SECURITY

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

- 6.06** Alliance dues deducted shall be provided by the Company for income tax purposes on T-4 slips.

ARTICLE 7 NO CESSATION OF WORK

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

ARTICLE 8 MANAGEMENT RIGHTS

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

ARTICLE 9
INFORMATION FOR EMPLOYEES AND THE
ALLIANCE

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

ARTICLE 10
EMPLOYER DIRECTIVES

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

ARTICLE 11
STATEMENT OF DUTIES

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

ARTICLE 12
PERSONNEL FILE

- 12.01** (a) The Employer agrees that the official personnel file for each employee shall be maintained in the Human Resources Department and that no report relating to the employee's conduct or performance may be used against him in **the** grievance procedure nor at arbitration unless such report is part of the same file.
- (b) No report may be placed in the file or constitute a part thereof unless a copy of the said report is sent to the employee within **fifteen (15)** days after **the** date of the employee's alleged infraction, or ~~of~~ its coming to the attention of the Employer.
- (c) Any unfavorable report concerning an employee and any report concerning an **infraction** shall not be introduced as evidence in the case of promotional opportunities, grievances, and **arbitration** after a period of two (2) consecutive calendar years has elapsed from the date of the alleged report and/or infraction **provided there** is no further infraction of a similar nature. It is agreed that an employee, upon written request,

shall have the alleged report(s), withdrawn from the file once the foregoing provision has been met.

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

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

ARTICLE 13 ADJUSTMENT OF DISPUTES

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

Grievance Procedure

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

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

Step 1

An employee has the right to present a grievance in writing to his supervisor within ten (10) days of the date on which he first becomes aware of the action or circumstances that gave rise to the grievance. When

presenting a grievance, the employee shall **state** the nature of the grievance, the remedy sought, and, if applicable, the **section(s)** of the Agreement in dispute or alleged to have been violated. The **Supervisor** shall reply to the grievance, **in writing**, within ten (10) days of its presentation.

Step 2

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

- 13.03** The **Alliance** shall have **the** right to Initiate and present grievances **relating** to the application or interpretation of this Agreement on behalf of one or more employees in the bargaining unit.
- 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, the Company shall **inform** the Alliance promptly of the employee's discharge. This provision is not applicable to probationary employees.
- 13.06** When the Company discharges an employee, the **grievance** procedure shall apply except that the grievance may be presented **directly** to Step 2 and will be presented to **the** 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 on a form agreed upon by the Company and the Alliance and which shall be supplied by the Company at the work site.
- 13.08 A grievance shall not be deemed to be invalid by reason of the fact that it is not in accordance with the form supplied by the Company.
- 13.09 The time limits described in the grievance procedure may be extended by mutual agreement between the Company and the employee and, where applicable, the Alliance.
- 13.10 An employee may, by written notice to his Supervisor, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of the Collective Agreement, his withdrawal has the endorsement, In writing of the Alliance.

Arbitration

- 13.11 A grievance relating to the suspension or discharge of an employee or the interpretation or alleged violation of any Article of this Agreement may, after exhausting the grievance procedure in this Article, and within thirty (30) days of the Company's response in Step 2, be referred by either party to arbitration by a single arbitrator in accordance with the procedure outlined below.
- 13.12 The party desiring to submit a matter to arbitration shall deliver to the other party a notice of intention to submit the grievance to arbitration. This notice shall state the matter at issue, in concise terms, and shall state precisely in what respect the Agreement has been violated or misinterpreted by reference to the specific clause(s) relied upon. The notice shall also stipulate the nature of the relief or remedy sought.
- 13.13 Within ten (10) days of the date of delivery of the

foregoing notice, the parties shall attempt to agree on the selection of a mutually acceptable arbitrator.

- 13.14** Should the parties fail within the ten (10) days prescribed in Clause **13.13** to agree on the selection of an arbitrator, **the party** requesting arbitration shall ask the Federal Minister of Labour to appoint one.
- 13.15** The **arbitrator** shall hear the evidence of both parties and **Issue** a decision within thirty (30) days of his appointment. The **decision** shall be final and binding upon the parties and upon any employee affected by it.
- 13.16** The decision of the arbitrator of the matter at Issue shall be final and binding on both parties but the jurisdiction of the arbitrator shall be limited to **deciding the matter at Issue** within the **existing provisions** of the Agreement, and in no event shall the arbitrator have the power to add to, subtract from, alter or amend this Agreement in any respect.
- 13.17** Each **party** shall pay its own costs and the fees and expenses **of** witnesses called by it. The fees and expenses **of the** arbitrator shall be shared equally between the parties.

ARTICLE 14 SENIORITY

- 14.01** **The** Company shall maintain seniority lists for all employees at each work location and they shall be posted annually on July 1st of each year. Copies of the seniority **lists** shall be provided to the local Alliance President.
- 14.02** An employee shall be placed on the first posted seniority **list** following completion of the probationary **period** and shall be credited with **service** since the date of commencement of employment. Casual employment

shall not count as seniority unless the employee completes his probationary period, and such employment is continuous. Transfers within the Company from one geographical location to another or from one department to another **shall** not interfere with the accumulation of seniority. Company seniority accumulated within another company union shall not apply. Employees applying for and accepted in a job under the jurisdiction of another company union shall **lose** their Alliance seniority, unless the job is of a temporary nature.

- 14.03 Seniority lists shall indicate the monthly accumulation of service in the bargaining unit by job classification and department in each terminal location. In addition, the total length of service in the bargaining unit with the Company shall be shown.
- 14.04 Should an employee be attending a Company approved Apprenticeship Program during the operating season, his seniority shall continue to accumulate.
- 14.05 An employee shall continue to accumulate seniority during his normal employment periods for absence **due** to illness or injury which *is* medically documented.
- 14.06 An employee shall **forfeit all** seniority when he:
- a) **Is** discharged for just cause
 - b) Self-terminates his employment.
 - c) **Is laid off** and is not recalled to service within a twelve (12) month period from the date of lay-off.
 - d) Fails to report for work on recall to service as required by the Company, or gives reasonable grounds for not being able to report for work.
- 14.07 Complaints as to the correctness of an employee's seniority made later than thirty (30) calendar days following the posting of the seniority list shall not **be** investigated.

ARTICLE 15
APPOINTMENTS, PROMOTIONS, AND
TRANSFERS

- 15.01** Where a job vacancy occurs which is to be filled, or a new job is created which is in the bargaining unit, a job posting shall be placed at appropriate locations at all terminals, within ten (10) calendar days. The Company shall set out the duties, responsibilities and qualifications necessary to do the job including classification and wage rate. The job posting will remain in place for ten (10) working days and applicants must apply by date of closure of the job posting. A copy of the job posting shall also be forwarded to the President of the Alliance Local.
- 15.02** Job postings for casual work need not be placed. However, the Company agrees that prior to engaging a casual employee, it will notify the President of the Alliance Local or his local representative, indicating the person's name, work location, work assignment and tenure of employment.
- 15.03** The Company may appoint an employee for a temporary period to perform the duties of a new, deferred or vacant position until a qualified candidate is selected under the provisions of this Article.
- 15.04** (a) Infilling vacancies and new positions, appointments shall be made on the basis of ability, seniority, performance, and experience, and shall be made without discrimination as per Article 4. When two or more candidates are judged equally qualified, seniority shall govern. The job shall be awarded within fifteen (15) working days of posting unless the Company determines there are no qualified candidates. The name of the successful applicant shall be posted immediately after his appointment and a copy forwarded to the President of the Alliance Local.

(b) Based on operational requirements the Company **has** the option, in consultation with the Union, to defer the appointment of the successful candidate until the commencement of the next operating season where a change in terminal locations will occur.

(c) During this deferral period the employee shall accrue seniority from the date of appointment until he performs the duties of the position; however, there shall be no change of the rate of pay until the appointee commences the duties of the new position.

- 15.05 The Company agrees that first priority selection will be given **to** qualified bargaining unit applicants **as** a result of actions taken under the provisions of this Article.
- 15.06 **After the** provisions of this Article have been met and the Company determines that there are no qualified candidates, the Company may then fill the vacancy by any other selection process.
- 15.07 An employee who is promoted or transferred in accordance with this Article shall be on a trial period in the new position for a maximum of sixty (60) calendar days. The Company shall not curtail the trial period unreasonably before it has run its normal course. In the event that the employee is not able **or** does not want to complete the trial period or cannot satisfactorily perform **the job**, the employee shall be returned to his former position and wage rate, without loss of seniority. Any other employee who has been promoted or transferred as a result of the arrangements of positions, shall also **be** returned to his former position and wage rate without loss of seniority.
- 15.08 The Company, at **its** discretion, may laterally transfer an employee at the same wage rate after it considers the seniority and desires of the employee.

ARTICLE 16
JOB SECURITY, LAY-OFF, AND RECALL
TO SERVICE

16.01 Operational Season Lay-Off

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

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

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

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

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

16.02 Recall to Service

(a) On recall to service, employees shall be recalled on the basis of seniority within their terminal location, department, and classification to which they were appointed the previous season.

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

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

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

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

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

(ii) In conjunction with the above, the Company shall recall to service the senior employee to coincide

with the aforementioned lay-off date of the displaced employee.

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

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

16.04 Notice to Company

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

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

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

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

ARTICLE 17 SEVERANCE PAY

Lay-Off

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

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

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

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

(e) In the case of an employee who is laid off for the first time, the amount of severance pay shall be two (2) week's 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 transfer form of the company which will be receiving the transferred funds. Employees must sign the Company's "Notice of Discontinuance" form.

Retirement

17.02 (a) An employee **who is** eligible to retire under the provisions of the Company Pension **Plan** shall be paid severance pay.

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

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

Death

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

ARTICLE 18 HOURS OF WORK

18.01 The scheduled work week shall be forty (40) hours from Monday to Friday **inclusive** and the scheduled work day shall be eight (**8**) consecutive **hours** exclusive of a lunch period. The normally scheduled hours of work shall be from **08:00** hours to **17:00** hours. Hours worked in excess of or outside of the daily maximums

provided herein shall be considered overtime and shall be compensated at the overtime rates as hereinafter provided.

- 18.02 The Company shall provide two (2) paid rest periods of fifteen (15) minutes each per full working day.
- 18.03 An employee, with the approval of his supervisor, may exchange shifts providing the change does not result in increased costs to the Company.
- 18.04 The hours of work for Food Services personnel shall be eight (8) hours in a spread of fourteen (14) hours.

ARTICLE 19 OVERTIME

19.01 In this Article:

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

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

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

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

19.02 The Company will make every reasonable effort:

(a) To allocate overtime work on an equitable basis among readily available, qualified employees, and

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

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

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

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

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

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

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

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

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

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

19.07 Call Back and Reporting Pay During Operational Season

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

(a) Compensation at the applicable overtime rate: ~~or~~

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

(c) The provisions of Clause **19.07** (a) and (b) do not apply to employees who, by prior arrangement, work additional hours continuous to their scheduled hours

but separated by a period of time to allow the employees a meal break.

19.08 Call Back and Reporting Pay During Non-Operational Season

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

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

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

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

19.09 Call back pay commences on arrival at work site.

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

19.11 No employee shall be required for standby duties.

19.12 Meal Allowance

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

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

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

ARTICLE 20 WASH-UP TIME

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

ARTICLE 21 BENEFITS TO YEAR ROUND RESIDENTS OF THE NORTHWEST TERRITORIES

21.01 (a) The purpose of this Article is to help clarify the intent and administration of Article 22, 23, and 24, of the Agreement.

(b) The above mentioned Articles are incorporated in the Agreement to assist and encourage employees to work, return to work, and reside in the Northwest Territories.

21.02 Employees who are employed for a period of one hundred and seventy (170) calendar days each season, or who have worked the full season in Hay River, Norman Wells, Inuvik or Tuktoyaktuk and have accumulated a minimum of eighteen (18) months' seniority and are year round residents of the Northwest Territories, shall be entitled to the provisions of Articles 22, 23, and 24. Where benefits are payable to the family members of an eligible employee, the family members must also reside in the Northwest Territories. Living in camp is not considered residency.

21.03 The employment period in Clause 21.02 above does not mean day8 worked. It shall mean the number of calendar days between the commencement date and lay-off date during an operating season. In the situations where employees are laid off and subsequently recalled

later in the season, the employment periods shall be added together.

21.04 (a) Employees who have qualified for the one hundred and seventy (170) calendar day provisions and in a subsequent season are unable to continue working as required by the Company and for reasons acceptable to the Company (i.e. maternity leave, approved apprenticeship leave, and workers' compensation leave), shall have the period of absence counted for the purposes of this Article.

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

21.05 Should an employee forfeit his seniority under the provisions of Article 14.06, all provisions of this Article shall cease and the employee must requalify if subsequently re-employed.

21.06 Employees may be required to produce evidence of year round residency in the Northwest Territories acceptable to the Company, such as winter utility bills, or rental receipts.

21.07 An employee who is not recalled will not be eligible for the provisions of this Article.

ARTICLE 22

VACATION TRAVEL ASSISTANCE

- 22.01 Employees who have *qualified* under Article 21 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.
- 22.02 In the event that more than one family member is employed by the Company and are Individually eligible for vacation travel assistance, one claim per family will be paid.
- 22.03 Eligible **employees** will receive their vacation travel assistance prior to December 25th 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.
- 23.02 Where a **medical or** dental practitioner certifies that **it is**

necessary for an eligible employee, his spouse, or his dependent child who is solely supported financially by the employee, to receive medical treatment or emergency dental treatment not available at the work location, reimbursement for return air transportation or the equivalent from work location to the nearest centre where treatment can be provided and/or reimbursement of ambulance **costs** shall be provided by the Company. The Company **mileage** rate shall apply where air transportation is not available.

- 23.03 Where a qualified medical or dental practitioner certifies that it **is** necessary, under conditions of Clause 23.02, for an employee, his **spouse**, or his dependent child who **is** solely supported financially by the employee to be accompanied by another person, reimbursement for return air transportation **costs** shall **be** provided for that person by the Company. Such shall not apply if the employee **is** driving.
- 23.04 Should medical or emergency dental treatment not **be** available at centres closer than Edmonton, return transportation **to** Edmonton shall be provided. In no event will reimbursement costs exceed the equivalent return air transportation to Edmonton.
- 23.05 Medical transportation and emergency dental treatment transportation shall not be provided if such is provided through other Government or other employer plans. In the event that **partial** reimbursement is available through other plans, the Company shall provide reimbursement *for* the difference.
- 23.06 Should an employee's **spouse** be employed **by** another employer who provides medical or emergency dental transportation and the spouse is eligible for such assistance, **the** spouse shall not be eligible for medical or dental transportation under this Article.
- 23.07 Medical or emergency dental transportation for

dependent children which is also provided by the employer of an employee's spouse shall only be paid by the Company where the employee is the principle income earner of the family.

- 23.08 For the purposes of the Article, any medical certification, receipts, documentation, or communication from other employers as deemed suitable by the Company must be surrendered by the eligible employee before such medical or emergency dental transportation is provided. Transportation assistance required during the off season shall be reimbursed upon commencement of employment next season.
- 23.09 Provisions of this Article are subject to the provisions of Article 21.

ARTICLE 24 WINTER UTILITY ALLOWANCE

- 24.01 Employees who have qualified under Article 21 shall be eligible for a winter utility allowance.
- 24.02 Employees who are occupying Company accommodation, in the Northwest Territories excluding camps, shall receive a winter utility allowance in the amount of one hundred and twenty five (\$126.00) per month, (\$135.00 effective April 1, 1994) for the months of December, January, and February to assist with the higher cost of utilities in the Northwest Territories.
- 24.03 Employees providing their own accommodation in the Northwest Territories shall receive a winter utility allowance in the amount of two hundred (\$200.00) per month, (\$210.00 effective April 1, 1994) for the months of December, January, and February, to assist with the higher cost of utilities in the Northwest Territories.
- 24.04 Eligible employees living in Company accommodation

or providing their own accommodation who deactivate their house during any or part of the months of December, January, or February, shall be entitled to the winter utility allowance on a prorated basis.

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

ARTICLE 25 LIVING-OUT ALLOWANCE

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

ARTICLE 26
DESIGNATED PAID HOLIDAYS

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

which the holiday was moved shall be considered as work performed on a day of rest, and

(b) Work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

Holiday Coinciding with Day of Paid Leave

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

Compensation for Work on a Holiday

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

ARTICLE 27 VACATION PAY

- 27.01 In addition to the rates of pay referred to in Appendix C, employees shall receive vacation pay, computed on the basis of gross earnings received in each calendar year at the following rates:

Four percent (4%) of gross wages for the first two (2) seasons of service.

Six percent (6%) of gross wages for the third (3rd) and fourth (4th) seasons of service.

Eight percent (8%) of gross wages for the fifth (5th) and subsequent season up to and including the tenth (10th) season of service.

Ten percent (10%) of gross wages for the eleventh (11th) season and subsequent seasons of service.

- 27.02 At the end of the month following the month of ratification

of this Agreement, **the Company will pay the employees their accumulated vacation pay and pay vacation pay each pay period thereafter.**

- 27.03** When an employee **dies or otherwise terminates** his employment, the amount of vacation pay that he has **earned** shall **be** paid to him or his estate as the case may be.
- 27.04** Subject to operational requirements, the Employer may grant an employee periods **of** vacation leave without pay up to a maximum of two (2) weeks during each season of employment.

ARTICLE 28 SICK LEAVE

- 28.01** An employee shall earn sick leave credits at **the** rate of one (1) day **for** each calendar month worked. Effective April 1, 1990, sick days shall **be** accumulated from one season to the next to a **maximum** of ten (10) days. Unused sick days are not **paid** out at the conclusion of the season or upon termination of employment.
- 28.02** Upon commencement **of** employment an employee shall be given a **notice** which contains the number of accumulated sick leave credits being carried over from **the** previous season.

Granting of Sick Leave

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

- 28.04 Unless otherwise informed by the company, a statement signed by the employee describing the nature of his illness or injury and stating that, because of this illness or injury, he was unable to perform his duties, shall be considered as meeting the requirements of Clause 28.03 (a):
- (a) If the period of leave requested does not exceed three (3) days, and
 - (b) If in the current calendar year, the employee has not been granted more than five (5) days sick leave wholly on the basis of statements signed by him.
- 28.05 If the period of sick leave exceeds three (3) days or if an employee has used more than five (5) days of sick leave in any calendar year wholly on the basis of statements signed by him, he shall provide the Company with a certificate signed by a qualified medical practitioner.
- 28.06 An employee is not eligible for sick leave with pay during any period in which he is on leave of absence without pay or under suspension.
- 28.07 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of Clause 28.03, at the discretion of the Company he shall be granted sick leave credits in advance to a limit of seven (7) days, which shall be charged against future credits earned or from remuneration payable on termination.
- 28.08 The purpose of sick leave is to provide the employee with paid leave for the purpose of illness or non-work related injury. Sick leave credits may be used for dental appointments or medical appointments, an hour at a time if the employee has given prior notice to his supervisor.

ARTICLE 29 SPECIAL LEAVE

Marriage Leave

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

Bereavement Leave

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

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

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

Leave for Birth or Adoption of Child

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

and the employee shall establish a mutually suitable time for such leave.

Maternity Leave & Childcare Leave

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

Maternity Leave

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

Child Care Leave

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

(1) In the case of a female employee:

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

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

(2) In case of a male employee:

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

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

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

Aggregate Leave

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

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

ARTICLE 30 OTHER TYPES OF LEAVE

Injury on Duty Leave

30.01 (a) All employees covered by the Agreement will have the full coverage of the applicable Workers Compensation Act extended to them.

(b) Employees will complete an "Assignment of Compensation Application" to maintain their regular

net pay while the injury claim is being processed. The assignment of compensation will be submitted with the regular payroll by the Area Supervisor.

Other Leave with Pay

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

Leave without Pay

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

Court Leave

- 30.04 Leave of absence with pay shall be granted to every employee, other than an employee on leave of absence without pay or under suspension, who is required to serve on a jury or by subpoena or summons to attend as a witness in any proceeding as authorized by law or before an arbitrator or umpire, provided the employee is not party to the action and/or is appearing on personal charges or personal law suits.
- 30.05 Employees attending such hearings who are in receipt of monies in addition to their pay shall reimburse the Company or have deducted from their pay the amount of the additional monies obtained.

ARTICLE 31
HEALTH INSURANCE, DENTAL, AND PENSION
BENEFITS

- 31.01 The Company agrees to maintain, during the life of this Agreement, **all** existing medical, hospital, and **short** and long term disability insurance benefits that were in force **on** the **signing** of this Agreement.
- 31.02 The cost of the medical, hospital, and short term **disability** insurance benefits shall be equally shared, fifty percent (50%) by the Company and fifty percent (50%) by the employee.
- 31.03 The **cost** of the life insurance will be totally paid for by the Company if the **life** Insurance is fifteen thousand dollars (\$15,000). If the life insurance is thirty thousand dollars (**\$30,000**), two thirds (2/3) **will be paid** by the Company and one third (1/3) will be **paid** by the employee. If the life insurance is sixty thousand dollars (**\$60,000**), three fifths (3/5) will be paid by the Company and two fifths (2/5) will be paid by the employee.
- 31.04 (a) Employees who have been on payroll for a period of ninety (90) calendar days each season shall be eligible to participate in the dental plan. Coverage **will** be extended to the eligible employee, his spouse, and dependent children who are **solely** supported financially by the employee.
- (b) **Eligibility** for the dental plan would be determined prior to December 25th. Employees would receive notification of their **eligibility** shortly thereafter and would be required to return a signed Dental Application and an estimated prepayment of their share of dental premiums. Eligible employees **will** become members of the dental plan **on** the first (1st) of the month following the receipt of the signed application.
- (c) The Alberta Blue Cross Dental Plan **premiums** shall

be 50% paid by the Company, and the Plan shall incorporate the following features:

Basic Dental Services - 100% co-insurance

Optional Dental Services - 70% co-insurance

(d) Employees who have qualified for the dental plan, and in a subsequent season are unable to continue working as required by the Company and for reasons acceptable to the Company (i.e. maternity leave, approved apprenticeship leave, and workers' compensation leave), shall have the period of absence counted.

(e) An eligible employee on the permanent lay-off list may continue to participate in the dental plan **while** on the lay-off list, if he continues to prepay his share of the dental plan premiums.

31.05 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.

31.06 For the purpose of maintaining benefit coverage for eligible employees during the off season and unless otherwise advised **by** the employee, the Company will automatically deduct from the employee's final cheque(s) the employee's share **of** the *off* season benefit premiums.

31.07 An employee, if eligible, must participate in **all** applicable optional benefit plans **or** participate in none of the plans.

31.08 Participation in benefit plans may require a waiting period (see benefits brochures).

31.09 (a) The Company agrees to provide a pension plan, including or in conjunction with an insured long term disability plan, under which the amount of benefits provided **will be** the same or better than **those** provided

under the pension plan in existence on October 2, 1986.

(b) Participation in the Company pension plan, except for the first season of employment is compulsory.

(c) Withdrawal of an employee's contributions can only be obtained following termination of employment and not upon seasonal lay-off. A "Notice of Discontinuance" form which confirms termination must be signed by the employee.

- 31.10 It is the responsibility of the employee to ensure that the Human Resources Department is advised in writing of any change in status which may affect benefit coverage or declaration of beneficiaries. Benefit coverage for family members cannot be retroactive.

ARTICLE 32 TRANSPORTATION ASSISTANCE

- 32.01 It is the policy of the Company to promote the hiring of qualified N.W.T. residents.
- 32.02 Employees shall be provided with return economy air transportation from their point of hire to their work location. The Company shall advise the employee in advance of commencement of employment what is deemed to be the employee's point of hire, and the point of hire shall be noted on the employee's commencement form.
- 32.03 Transportation assistance shall not exceed a distance greater than Edmonton to work location.
- 32.04 It is understood that employees who work at their point of hire will not receive transportation assistance.
- 32.05 An employee who is eligible for transportation assistance and subsequently moves closer to the work location

shall be eligible for the lesser transportation assistance resulting from the move.

- 32.06 An employee who is temporarily assigned to another work location at the request of the Company, shall be provided **with** return economy air transportation.
- 32.07 An employee **who** is eligible for transportation assistance and provides his own transportation, shall receive the lesser of the Company mileage rate for the distance travelled or the equivalent economy airfare.
- 32.08 Employees who have received transportation assistance and who do not complete the period of employment required by the Company due to **self-termination** or termination for just cause, shall have the transportation costs deducted from their final cheque.

ARTICLE 33 PAY ADMINISTRATION

- 33.01 An employee is entitled **to** be paid for services **rendered** at the pay specified in Appendix "C" for **the** classification of the position to which he is appointed from **time to** time.
- 33.02 The probationary rate in Appendix "C" shall **be** ninety-four percent (**94%**) of the full rate and shall be paid to new employees.
- 33.03 (a) Job classifications as **set** out in Appendix "C" of this Agreement shall not be changed or deleted.
- (b) Where an employee **is assigned** a classification and level for which no rate is stipulated in Appendix "C," or if, during the term of this Agreement, a new classification is established and implemented by the Company, such rate shall be established jointly by the Company and the Alliance. Where necessary, an interim temporary rate may be established by the Company.

(c) If the parties are unable to agree on a rate of pay of the position in question, such dispute shall be submitted to arbitration in accordance with Article 13.

33.04 (a) Where an employee is required to temporarily perform for a period of five (5) days or more, the duties of a higher position than the one held by him, he shall be paid acting pay during that temporary period calculated as if he had been appointed to the higher position from the first day of assuming the duties of the higher position. Upon returning to his previous position, the rate shall become the rate for his previous position.

(b) Where an employee is required to temporarily perform for a period of one (1) day or less, the duties of a lower position than the one held by him, he shall maintain the rate of pay of his position. It is understood that an employee temporarily assigned to duties of a lower position in special circumstances will always maintain the rate of pay of his classification.

33.05 Employees shall be paid every second week. Any employee employed prior to January 1, 1992, may participate in the automatic payroll deposit program or be paid by cheque.

All new employees employed after January 1, 1992, must participate in the automatic payroll deposit program.

ARTICLE 34

SHIFT PREMIUM

34.01 Subject to the provisions of Article 18, effective April 1, 1986, a shift premium of fifty-five (56) cents per hour shall be paid for all shifts commencing between 16:00 hours and 04:59 hours.

ARTICLE 35 TRAVEL PAY

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

ARTICLE 36 MEAL ALLOWANCE, ACCOMMODATION, AND USE OF PERSONAL VEHICLES

Meal Allowance and Incidental Expenses

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

Accommodation

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

Use of Personal Vehicles

- 36.03 (a) Employees required to use their personal vehicles for Company business (excluding driving to and from work) shall be reimbursed by the Company mileage rate.

(b) Employees must log date, distance, and reason for travel.

(c) This policy shall be reviewed annually.

- 36.04 For the purpose of this Article, expenditure receipts and/or mileage logs must be attached to the Company's expense report and submitted promptly to the immediate Supervisor.

ARTICLE 37 TRAVELLING ABOARD VESSELS

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

ARTICLE 39 FOREMAN

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

ARTICLE 40 HEALTH AND SAFETY

Preamble

- 40.01 (a) The Company agrees to take reasonably appropriate measures as deemed necessary with a view to ensuring that employees, during their course of employment, work in a safe and healthy environment.

(b) The Company and the Alliance agree to encourage the employees to work in a safe manner and the employees shall observe the safety and health rules and practices established by the Company and/or Labour Canada from time to time, as a measure of protection for themselves and others. Employees failing to abide by safety rules and regulations may be subject to disciplinary action.

Joint Health and Safety Committee

- 40.02 (a) A Joint Health and Safety Committee of equal representations shall be established at each terminal.

(b) The committee shall give consideration to and shall make recommendations on such matters as the safeguarding of health and prevention of hazards to life and property. Particular attention will be paid to questions involving alleged hazardous or unsanitary working conditions. Regular meetings will be held and minutes of all meetings will be issued. ~~Two~~ members of

the Health and Safety Committee, one member from Management and one member from the Union, shall jointly conduct investigations of accidents involving members of the bargaining unit as deemed necessary.

(c) The Safety Committee may request from the Company such information as the Committee **considers** necessary to **identify** the existing or potential hazards with respect to materials, processes, or equipment.

First-Aid and Safety Training

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

Special Examinations

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

Medical Examinations

40.05 (a) Where the Company **requires** an employee to undergo a **specific medical**, hearing, or visual examination by a designated **qualified practitioner**, the examination will be conducted at no expense to the employee. Results of all specific medical, hearing or visual **examinations** will be made **available** to employees upon request. Employees shall authorize that **requested** specific medical, hearing, or **visual examination** information be supplied to the Company, and that **information** shall be **designated** to a **confidential** file, separate from the personnel file and maintained in the Human Resources Department. **Employees** shall not

refuse to take such specific medical, hearing, or visual examinations.

(b) Employees of the Food Services Department shall possess a valid and current Food Handler's Certificate which shall be presented to the Company at the time of commencement.

Operating Procedures

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

Injured Employees

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

Dangerous Situations

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

Grievance Procedures

- 40.09** The existence of health and safety hazards in the

workplace is subject to Article 13 (Adjustments of Disputes) of this Collective Agreement.

- 40.10 Employees will as soon as is practicable report to their immediate or designated Supervisor all personal injury, accidents, and/or damage to Company and customer equipment, vehicles, cargo, and facilities.
- 40.11 Employees who have sustained a disabling injury at work during the normally scheduled hours of work and are unable to return that day due to the injury shall be paid for a maximum of eight (8) straight time hours.

ARTICLE 41 SECURITY

- 41.01 While working or travelling on behalf of the Company, an employee will not:
- (a) possess or consume alcohol, but this provision shall not apply while travelling on commercial carriers or while staying in commercial accommodation;
 - (b) possess firearms, but this provision shall not apply while travelling on commercial carriers or while staying in commercial accommodation;
 - (c) possess or consume any non prescribed drugs or illegal substances, as defined by Federal and Provincial statutes.
- Employees may be submitted to searches of their person and baggage by Company and/or client personnel.
- 41.02 When working under this Agreement, the employee agrees that he shall not supply or disclose, either during the course of this Agreement or at anytime thereafter, whether verbally or in writing, to any person(s), firm(s), or corporation(s) all or part(s) of any information or knowledge which he learns concerning the client or the

client's affiliates including, without intending to limit the generality of the foregoing, any information or data concerning the drilling operations of the clients.

ARTICLE 42 PROTECTIVE CLOTHING

42.01 The Company shall reimburse employees ~~eighty dollars~~ (580.00) effective April 1, 1992 and ~~eighty-five dollars~~ (\$85.00) effective April 1, 1993 for the purchase of CSA approved safety footwear. The Company may designate the type of appropriate CSA approved footwear. This allowance will be applicable to one (1) pair of safety footwear per season and can be obtained by verifying the CSA approval and submitting an original invoice of purchase to the Company.

42.02 Where ~~the~~ Company requires an employee to wear safety glasses, and the employee wears prescription glasses, the Company agrees to reimburse the employee twenty dollars (\$20.00) of the ~~cost~~ of the safety lens over the normal prescription lens.

The allowance will be applicable to one set of safety glasses ~~per~~ season and will be reimbursed upon submission to the Company of an original invoice.

The allowance will not be applicable ~~where the~~ replacement of a safety lens is covered by Workers' Compensation.

42.03 The Company ~~shall~~ supply ~~one~~ (1) hard ~~hat~~ each operating season to employees required to wear them. Hard hats shall be turned ~~in~~ at the conclusion of the season.

42.04 At the commencement of each operating season, two (2) sets of ~~coveralls~~ and ~~two~~ (2) sets of work gloves

shall be provided to all employees, with the exception of food services personnel and office personnel.

- 42.05 Food services personnel shall be provided with two (2) sets of white uniforms each operating season.
- 42.06 Should an employee self-terminate or be terminated for just cause prior to working sixty (60) calendar days each operating season, the cost of the protective clothing provided above may be deducted from the employee.
- 42.07 Protective clothing and equipment issued to the employee, such as rain gear, floater coveralls, life jackets, etc. shall be turned in by the employee upon termination of employment or lay-off. If not turned in, the employee may be deducted the costs of such protective clothing or equipment.

ARTICLE 43 TOOL REPLACEMENT

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

ARTICLE 44 TRAINING AND DEVELOPMENT

- 44.01 (a) Where an employee is required to attend courses required of his occupational certification and the Company has authorized attendance at such courses,

the Company shall reimburse the employee for prescribed textbooks, tuition, and examination fees, if the employee successfully completes the course. Such reimbursement shall be made upon completion of the operating season following the date of said examination and upon surrendering original receipts for the cost involved.

(b) The Company shall have the discretion as to the priority of attendance, timing, and number of employees who may take such courses.

Other Courses Scheduled by the Company

44.02 (a) The Company may require an employee to attend special courses or seminars in addition to normal occupational requirements, and employees given reasonable notice and where practicable, will make themselves available to attend such courses or seminars.

(b) The Company scheduling such special courses or seminars shall bear all the costs, including transportation, reasonable meal and accommodation expenses, tuition fees, books, and examination fees and shall pay the employee at his current rate of pay to a maximum of eight (8) straight time hours for each day the employee is in attendance at the course or seminar. Pay for travel time is not provided unless travel is during employee's normally scheduled hours of work.

(c) Employees attending special courses or seminars may be requested to prepare a summary of the course or seminar and/or make a short presentation to the Safety Committee or other appropriate meetings.

ARTICLE 45 TECHNOLOGICAL CHANGE

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

ARTICLE 46 NORTHERN LOCATION ALLOWANCE

46.01 Effective April 1, 1990 the Company will pay an employee a Northern Location Allowance of nine dollars and twenty-five cents (\$9.25) per calendar day (\$9.50 effective in 1993) from the date of hire to the date of lay-off during each operating season. Subject to the following:

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

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

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



ARTICLE 47
REOPENING OF AGREEMENT

47.01 This Agreement may be amended by mutual consent.

ARTICLE 48
DURATION AND RENEWAL

48.01 This Agreement shall be in force and in effect from April 1, 1992, until November 30, 1994.

48.02 Either party may, by written notice, require the other party to commence bargaining during the three (3) month period immediately preceding the date of expiry of this Agreement.

48.03 The provisions of **this** Collective Agreement will become effective **on** the first day of the Agreement, unless otherwise stipulated.

NORTHERN TRANSPORTATION COMPANY LIMITED

Murrle K. Hurley
Director, Human Resources

Timothy S. Butler
Manager Employee Relations

Gerard T. Dunphy
Manager, Hull Maintenance and Shipyard Operations

Kirk Vander Ploeg
Terminal Manager, Hay River

PUBLIC SERVICE ALLIANCE OF CANADA

Jim MacEwen
Executive Vice President

Bill Betzhold
President, Local X3040

Dianne Dyce
Local X3040

T.J. Kearney
Staff Officer, P.S.A.C.

Signed in Edmonton on March 27, 1992.

APPENDIX A
APPRENTICESHIP PROGRAM

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

A-7 **Apprenticeship Rates of Pay**

Four-Year Program

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

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

(b) In the second year of the apprenticeship program at

a rate equivalent to seventy percent (70%) of the journeyman rate;

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

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

A-8 Apprenticeship Rates of Pay

Three-Year Program

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

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

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

APPENDIX B
TRADESPERSONRATES AND QUALIFICATIONS

- B-1** Trades personnel shall receive pay as per Appendix "C."
- B-2** The qualifications used for each of the trade levels in Appendix "C" shall be as follows:
- (a) Trades I - **An** employee who is hired by the Company **as** a trades helper.
- (b) Trades II
- (I) **An** employee who has been employed by the Company in a trade for a minimum of five hundred and forty (540) calendar days and can demonstrate performance and ability relative to the position, or
- (II) Can otherwise provide evidence of having worked in the trade elsewhere **for** a minimum of five hundred and **forty (540)** calendar days and can demonstrate performance and ability relative to the position during the probationary period.
- (c) Trades III
- (I) **An** employee who has been employed by the Company in the trade for a minimum of **one** thousand and eighty (1080) calendar days and can demonstrate performance and ability relative to the position, or
- (II) Can otherwise provide evidence of having worked in the trade elsewhere for a minimum of one thousand and eighty (1080) calendar days **and** can demonstrate performance and ability relative to the position during the probationary period.
- (d) Trades IV - **An** employee who **is** required to perform journeyman duties and has a full journeyman certificate recognized by **a** province or **the** Northwest Territories and can demonstrate performance and ability relative to the position during the probationary period,

B-3 The introduction of these qualifications will not adversely affect the tradespersons on strength as of the date of *signing this Agreement*.

APPENDIX C
RATES OF PAY
Effective April 1, 1992

LEVEL 1	Probationary	Full
Classification	Rate	Rate
Labourer I	12.30	13.08
Janitor	12.30	13.08
Messperson	12.30	13.08
Security Officer	12.30	13.08
Clerk I	12.30	13.08
Waiter/Waitress	12.30	13.08
LEVEL 2		
Classification		
Labourer II	13.42	14.28
Stevedore	13.42	14.28
Shipyard Labourer	13.42	14.28
Tradesman I	13.42	14.28
Barge Cleaner	13.42	14.28
Pumpman I	13.42	14.28
Computer Operator I	13.42	14.28
Clerk II	13.42	14.28
LEVEL 3		
Classification		
Computer Operator II	13.96	14.85
Storekeeper I	13.96	14.85
Clerk III	13.96	14.85
Checker	13.96	14.85
LEVEL 4		
Classification		
Cook I	14.38	15.30
Equipment Operator I	14.38	15.30

LEVEL 5**Classification**

Storekeeper II	15.32	16.29
Cook II	15.32	16.29
Purser	15.32	16.29
Computer Operator III	15.32	16.29
Clerk/Radio Operator	15.32	16.29

LEVEL 6**Classification**

Tradesman II	15.87	16.89
Equipment Operator II	15.87	16.89
Pumpman II	15.87	16.89

LEVEL 7**Classification**

Clerk IV	16.94	18.03
Storekeeper III	16.94	18.03
Cook III	16.94	18.03

LEVEL 8**Classification**

Equipment Operator III	17.89	19.03
Pumpman III	17.89	19.03
Tradesman III	17.89	19.03

LEVEL 9**Classification**

Equipment Operator IV	21.13	22.47
Tradesman IV	21.13	22.47

APPRENTICE TRADESMAN

Year	Four Year	Three Year
First	14.38	14.38
Second	15.73	17.30
Third	17.98	20.23
Fourth	20.23	—

APPENDIX C
RATES OF PAY
Effective April 1, 1993

LEVEL 1	Probationary	Full
Classification	Rate	Rate
Labourer I	12.67	13.47
Janitor	12.67	13.47
Messperson	12.67	13.47
Security Officer	12.67	13.47
Clerk I	12.67	13.47
Waiter/Waitress	12.67	13.47
LEVEL 2		
Classification		
Labourer II	13.82	14.71
Stevedore	13.82	14.71
Shipyards Labourer	13.82	14.71
Tradesman I	13.82	14.71
Barge Cleaner	13.82	14.71
Pumpman I	13.82	14.71
Computer Operator I	13.82	14.71
Clerk II	13.82	14.71
LEVEL 3		
Classification		
Computer Operator II	14.38	15.30
Storekeeper I	14.38	15.30
Clerk III	14.38	15.30
Checker	14.38	15.30
LEVEL 4		
Classification		
Cook I	14.81	15.76
Equipment Operator I	14.81	15.76

LEVEL 5**Classification**

Storekeeper II	15.78	16.78
Cook II	15.78	16.78
Purser	15.78	16.78
Computer Operator III	15.78	16.78
Clerk/Radio Operator	15.78	16.78

LEVEL 6**Classification**

Tradesman II	16.35	17.40
Equipment Operator II	16.35	17.40
Pumpman II	16.35	17.40

LEVEL 7**Classification**

Clerk IV	17.45	18.57
Storekeeper III	17.45	18.57
Cook III	17.45	18.57

LEVEL 8**Classification**

Equipment Operator III	18.43	19.60
Pumpman III	18.43	19.60
Tradesman III	18.43	19.60

LEVEL 9**Classification**

Equipment Operator IV	21.76	23.14
Tradesman IV	21.76	23.14

APPRENTICE TRADESMAN

Year	Four Year	Three Year
First	14.81	14.81
Second	16.20	17.82
Third	18.52	20.84
Fourth	20.84	—

APPENDIX C
RATES OF PAY
Effective April 1, 1994

LEVEL 1	Probationary	Full
Classification	Rete	Rate
Labourer I	13.18	14.01
Janitor	13.18	14.01
Messperson	13.18	14.01
Security Officer	13.18	14.01
Clerk I	13.18	14.01
Walter/Waitress	13.18	14.01
LEVEL 2		
Classification		
Labourer II	14.37	15.30
Stevedore	14.37	15.30
Shipyard Labourer	14.37	15.30
Tradesman I	14.37	15.30
Barge Cleaner	14.37	15.30
Pumpman I	14.37	15.30
Computer Operator I	14.37	15.30
Clerk II	14.37	15.30
LEVEL 3		
Classification		
Computer Operator II	14.96	15.91
Storekeeper I	14.96	15.91
Clerk III	14.96	15.91
Checker	14.96	15.91
LEVEL 4		
Classification		
Cook I	15.40	16.39
Equipment Operator I	15.40	16.39

LEVEL 5**Classification**

Storekeeper II	16.41	17.45
Cook II	16.41	17.45
Purser	16.41	17.45
Computer Operator III	16.41	17.45
Clerk/Radio Operator	16.41	17.45

LEVEL 6**Classification**

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

LEVEL 7**Classification**

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

LEVEL 8**Classification**

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

LEVEL 9**Classification**

Equipment Operator IV	22.63	24.07
Tradesman IV	22.63	24.07

APPRENTICE TRADESMAN

Year	Four Year	Three Year
First	15.40	15.40
Second	16.85	18.53
Third	19.26	21.67
Fourth	21.67	—

APPENDIX D PENSION PLAN

Effective April 1, 1990, a PSAC member of the Pension Plan having attained the age and service sum of eighty-five (85) 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% of the monthly benefit that the retired member would be receiving if he/she were still alive.

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

spouse is more than twenty years younger than the member.

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

C. Children's Benefit When More Than Four Children

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

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

In the event of a permanent lay-off, any member who has attained age 55 and completed at least ten years of **continuous** service shall **be** eligible to retire with a full formula pension. based on actual pensionable service and **eligible** earnings, **without reduction** for early retirement.

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

Permanent Lay-off does not include or apply:

- where an employee self **terminates**, **is** suspended, or discharged for cause.

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

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

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

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

NORTHERN TRANSPORTATION COMPANY LIMITED

Murrie K. Hurley
Director, Human Resources

PUBLIC SERVICE ALLIANCE OF CANADA

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

Dated in Edmonton on March 27, 1992.

**LETTER OF UNDERSTANDING
between
NORTHERN TRANSPORTATION
COMPANY LIMITED
and
THE PUBLIC SERVICE ALLIANCE OF CANADA**

PERSONAL AND SEXUAL HARASSMENT

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

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

To be incorporated into the Collective Agreement dated February 10, 1992.

NORTHERN TRANSPORTATION COMPANY LIMITED

Murrie K. Hurley
Director, Human Resources

PUBLIC SERVICE ALLIANCE OF CANADA

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

Signed in Edmonton on March 27, 1992.

LETTER OF UNDERSTANDING
between
NORTHERN TRANSPORTATION COMPANY
LIMITED
and
THE PUBLIC SERVICE ALLIANCE OF CANADA

ELECTRONICS TECHNICIANS

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

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

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

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

NORTHERN TRANSPORTATION COMPANY LIMITED

Murrie K. Hurley
Director, Human Resources

PUBLIC SERVICE ALLIANCE OF CANADA

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

Signed in Edmonton on March 27, 1992.

LETTER OF UNDERSTANDING
between
NORTHERN TRANSPORTATION COMPANY
LIMITED
and
THE PUBLIC SERVICE ALLIANCE OF CANADA

UNION MANAGEMENT RELATIONS COMMITTEE

- .01** The parties recognize that a forum for ongoing discussions during the term of the Agreement can promote more harmonious labour relations between them.
- .02** A Union-Management Relations Committee shall be appointed for a two year trial period consisting of two (2) employee representatives and two (2) management representatives. Chairmen will alternate from meeting to meeting between a management representative and a union representative. The committee shall meet at least three (3) times per year. Minutes of the committee meetings shall be kept and distributed to each committee member within ten (10) working days of each meeting.
- .03** Time spent by the employee representatives in attending committee meetings shall be considered to be time worked. Such hours will not be used for the calculation of overtime purposes. The Company shall pay travel costs and travel time in accordance with Articles 35 and 36 and will decide the location of all committee meetings.
- .04** Items to be discussed by the committee must be forwarded to the appropriate chairman at least five (5) working days prior to the scheduled meeting.
- .05** The committee members can discuss any topics of mutual interest and concern which are related to their employment relationships, but the discussions do not

constitute negotiations for **the** purpose of amending the Collective Agreement, and committee meetings cannot deal with **the settlement of** declared grievances.

- .06 In relation to the adjustment of contractual relationships, the committee is empowered only to make recommendations to the Employer and the Union.
- .07 **At the request of** the majority **of** the committee, another person or **persons may be** invited to **attend a** meeting of the committee for information **purposes** or as a resource for the committee.
- .08 Minutes of each meeting **of** the committee shall be prepared and **signed** by the committee as promptly as possible. A copy of the minutes **will** be posted on the bulletin boards and copies **will** be sent to the Union and the Company **by** the chairman.

NORTHERN TRANSPORTATION COMPANY LIMITED

Murrie K. Hurley
Director Human Resources

PUBLIC SERVICE ALLIANCE OF CANADA

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

Signed in Edmonton on March 27, 1992.

LETTER OF UNDERSTANDING
between
NORTHERN TRANSPORTATION COMPANY
LIMITED
and
THE PUBLIC SERVICE ALLIANCE OF CANADA

EMPLOYMENT EQUITY

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

NORTHERN TRANSPORTATION COMPANY LIMITED

Murrie K. Hurley
Director Human Resources

PUBLIC SERVICE ALLIANCE OF CANADA

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

Signed in Edmonton on March 27, 1992.

LETTER OF INFORMATION
between
NORTHERN TRANSPORTATION COMPANY
LIMITED
and

THE PUBLIC SERVICE ALLIANCE OF CANADA

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

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

NORTHERN TRANSPORTATION COMPANY LIMITED

Murrie K. Hurley
Director Human Resources

PUBLIC SERVICE ALLIANCE OF CANADA

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

Signed in Edmonton on March 27, 1992.

LETTER OF INFORMATION

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

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