

# COLLECTIVE AGREEMENT

between

**SNOWSHOE / DIGAA VENTURES LTD.**  
**Operating the Merv Hardie Ferry at Fort Providence**

(hereinafter referred to as the 'Employer')

and

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

as represented by its Component:

**The Union of Northern Workers**

(hereinafter referred to as the 'Union')

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EFFEIVE: ~~March 30, 2007~~  
EXPIRES:

The Union of Northern Workers  
Suite 200, 5112-52nd Street  
Yellowknife, NT X1A 1T6



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## **ARTICLE 1**

### **PURPOSE OF AGREEMENT**

- 1.01 The Purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, Employee benefits, and general working conditions affecting Employees covered by this Agreement.

## **ARTICLE 2**

### **INTERPRETATION AND DEFINITIONS**

- 2.01 For the purpose of this Agreement:
- (a) "Agreement" and "Collective Agreement" means this Collective Agreement.
  - (b) "Alliance" means the Public Service Alliance of Canada.
  - (c) "Bargaining Unit" means all Employees of Snowshoe / Digaa Ventures Ltd. employed in the operation of the Merv Hardie Ferry crossing the McKenzie River and excluding the Marine Manager and the Assistant Marine Manager.
  - (d) "Casual Employee" means a person hired for work of a temporary nature not to exceed sixty (60) consecutive days. Casual Employees are not entitled to re-hire under Article 33.03.
  - (e) "Day of Rest" in relation to an Employee means a day other than a holiday on which that Employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence.
  - (f) "Employee" means a member of the bargaining unit.
  - (g) "Employer" means Snowshoe / Digaa Ventures Ltd
  - (h) "Fiscal Year" means the period of time from April 1, in one year, to March 31, in the following year.

- (i) "Grievance" means a complaint in writing that an Employee, group of Employees, or the Union submits to management, to be processed through the grievance procedure.
- (j) "Holiday" means the twenty-four (24) hour period commencing at 12:01 A.M. of a day designated as a paid holiday in this Agreement.
- (k) "Leave of Absence" means absence from duty with the Employer's permission.
- (l) "May" shall be regarded as permissive and "Shall and "Will" as imperative.
- (m) "Membership Fees" means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit.
- (n) "Operating Season" means the period of time each year that the Merv Hardie Ferry operates.
- (o) "Overtime" means work performed by an Employee in excess of eight (8) hours in a day or forty (40) hours in a week.
- (p) "Representative" means an Employee who has been elected or appointed as an area steward or who represents the Union at meetings with management and who is authorized to represent the Union.
- (q) "Union" means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.
- (r) "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 A.M. on Monday and terminate at midnight on Sunday.

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement:

- (a) if defined in the Labour Standards Act or in the Regulations made thereunder, have the same meaning as given to them in that Act; and
- (b) if defined in the Interpretation Act, but not defined elsewhere in this Agreement have the same meaning as given to them in the Interpretation Act.

- 2.03 Feminine, masculine, singular and plural pronouns used in this Agreement shall be interchangeable in the interpretation of this Agreement except where specifically precluded by the context.

### **ARTICLE 3**

#### **RECOGNITION AND HUMAN RIGHTS**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees in the bargaining unit.
- 3.02 Clause 3.01 does not apply to employees of Showshoe / Digaa Ventures Ltd. who are not involved in the operation of the Merv Hardie Ferry crossing the McKenzie River.
- 3.03 All employees covered by this Agreement must become members of the Union within thirty (30) days of the date they commenced employment.

#### **DISCRIMINATION**

- 3.04 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any Employee by reason of age, sex, race, creed, colour, national origin, marital status, family status, sexual orientation, mental or physical disability (except for employment equity programmes), conviction for which a pardon has been granted, political or religious affiliation, nor by reason of union membership or activity or for exercising their rights under the Collective Agreement.
- 3.06 Notwithstanding Clause 3.04, it is recognized that an affirmative action program may be implemented by the Employer based on native employment (as recognized in the Canadian Constitution).

#### **SEXUAL HARASSMENT**

- 3.07 The Employer is committed to promoting a work environment that is free from sexual harassment. Every employee has the right to freedom from harassment in the workplace because of sex by his/her Employer, or agent of the Employer, or by another employee.

**ARTICLE 4**

**APPLICATION**

- 4.01 The provisions of this Agreement apply to the Union, the Employees, and the Employer.
- 4.02 The Employer and the Union will share equally all costs associated with the printing and distribution of the Collective Agreement. The Union will facilitate said printing and distribution.

**ARTICLE 5**

**FUTURE LEGISLATION**

- 5.01 In the event that any law passed by Parliament, or the Northwest Territories Legislative Assembly renders null and void or alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Collective Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision.

**ARTICLE 6**

**CONFLICT OF PROVISIONS**

- 6.01 Where there is any conflict between the provisions of this Agreement and any direction or other instrument dealing with terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail.

**ARTICLE 7**

**STRIKES AND LOCKOUTS**

- 7.01 During the life of the Agreement there shall be no lockout by the Employer and no work stoppage by any Employee or Employees.

**ARTICLE 8**

**MANAGERIAL RESPONSIBILITIES**

- 8.01 Except as specifically provided in this Agreement, nothing affects the rights of the Employer to manage the business. Managerial decisions shall be carried out or made in a manner that is reasonable and non-discriminatory.

**ARTICLE 9**

**EMPLOYER DIRECTIVES**

- 9.01 The Employer shall provide the Union with a copy of any personnel directives directly affecting employees of this bargaining unit.

**ARTICLE 10**

**UNION ACCESS TO EMPLOYER PREMISES**

- 10.01 The Employer shall permit access to its work premises of an accredited representative of the Union upon reasonable notice provided that it does not disrupt the Employer's operations.

**ARTICLE 11**

**APPOINTMENT OF REPRESENTATIVES**

- 11.01 The Employer acknowledges the right of the Union to appoint Employees as representatives. The union will provide the Employer with a list of representatives as such appointments are made.

**ARTICLE 12**

**TIME OFF FOR UNION BUSINESS**

- 12.01 Where reasonable practicable and subject to operational requirements, the Employer and the Union will work to facilitate short term Union leave without pay, provided there is no additional cost to the Employer.



### Leave for Union Office

- 12.02 Employees elected as President, National Executive Vice-president or Regional Executive Vice President shall be granted leave of absence for the term of office. During the term of office such employees shall maintain all accumulated rights and benefits to which they are entitled under this Agreement.
- 12.03 When an Employee is elected to such a position, prior to taking this leave the Employee shall provide the Employer with 60 days advance notice. Every reasonable effort will be made to obtain a qualified replacement for the Employee as soon as possible during that 60 day period.
- 12.04 Such employees shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.
- 12.05 Upon termination of their leave of absence such Employee shall be offered as a minimum the position they held with the Employer before they commenced the leave of absence. If the leave of absence terminated outside the Operating Season, the Employee shall be offered at the start of the next Operating Season as a minimum the position they held with the Employer before they commenced the leave of absence in accordance with 33.03.
- 12.06 Notwithstanding 12.05, the Employer may make an offer of employment to employees to a position inside the Bargaining Unit should such employee bid on a competition and be the successful candidate.
- 12.07 Employees on leave of absence for union office shall not accumulate seniority while on leave without pay.

## **ARTICLE 13**

### **CHECK OFF**

- 13.01 Effective the first of the month following the signing of this Agreement, the Employer will, as a condition of employment, deduct an amount equal to the amount of Membership Fees from the pay of all Employees in the Bargaining Unit.
- 13.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each Employee within the Bargaining Unit.
- 13.03 For the purpose of applying Clause 13.01, deductions from pay for each Employee will occur on a bi-weekly basis and will apply to the extent that

earnings are available. Where an Employee does not have sufficient earnings in respect of any bi-weekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.

- 13.04 From the date of signing and for the duration of this Agreement no Employee organization, other than the Union, shall be permitted to have membership fees deducted by the Employer from the pay of the Employees in the Bargaining Unit.
- 13.05 The amounts deducted in accordance with Clause 13.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each Employee and the deductions made on his behalf.
- 13.06 The Employer agrees to make deductions for reasonable purposes on the basis of the production of appropriate documentation by the Alliance.
- 13.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the Employer.
- 13.08 The Employer agrees to identify annually on each Employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.

#### **ARTICLE 14**

#### **INFORMATION**

- 14.01 (a) The Employer agrees to provide the Union, at the beginning of the operating season, with information concerning the identification of each member in the Bargaining Unit. This information shall include the name, address, job classification, rate of pay, social insurance number, and employment status of all Employees in the Bargaining Unit and any amendments, additions or deletions as they occur.
  - (b) The Employer shall indicate which Employees have been hired or transferred and those Employees whose employment has been terminated during the period reported.
- 14.02 The Employer shall provide each Employee with a copy of this Collective Agreement.
  - 14.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of this Collective Agreement upon his appointment.

## **ARTICLE 15**

### **SENIORITY**

- 15.01 Seniority is defined as the length of service with the Employer, and shall be applied on a bargaining unit wide basis.
- 15.02 A newly hired Employee shall be on probation for a period of six (6) months. During the probationary period, the Employee shall be entitled to all rights and benefits of this Agreement except the right to grieve his termination or where his rights are otherwise limited by this Agreement.
- 15.03 The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. The seniority list shall be kept up-to-date, a copy of which shall be posted on the bulletin board, and shall be sent to the union every six (6) months.

## **ARTICLE 16**

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

- 16.01 The Employer shall provide bulletin board space in its workplace clearly identified for exclusive Union use.
- 16.02 The Employer may make available to the Union specific locations on the premises for the placement of bulk quantities of literature of the Union.
- 16.04 The Employer will process any mail originating from the Union addressed to all Employees in accordance with the Employer's normal internal mail distribution system.
- 16.05 Subject to operational requirements, a representative of the Union shall have the right to give each new Employee an orientation of up to fifteen (15) minutes and the representative of the Union shall be given leave with pay for such purposes.

## **ARTICLE 17**

### **DESIGNATED PAID HOLIDAYS**

- 17.01 The following days are designated paid holidays for Employees covered by this Collective Agreement:

- (a) New Year's Day;
- (c) Good Friday;
- (e) Victoria Day;
- (f) Aboriginal Day;
- (g) Canada Day;
- (h) Civic Holiday, The first Monday in August;
- (i) Labour Day;
- (j) Thanksgiving Day;
- (k) Remembrance Day;
- (l) Christmas Day;
- (o) A paid holiday shall also be granted to all Employees on any special day proclaimed by the Government of Canada, the Government Leader of the NWT.

17.02 Employees who are unable to take time off due to operational requirements will be paid at the overtime rate.

17.03 Clause 17.01 does not apply to an employee who is absent without cause on one of the working days immediately preceding or the working day following the designated Paid Holiday, or have not worked 30 days in the previous twelve (12) months, except with the approval of the Employer.

#### **HOLIDAY FALLING ON A DAY OF REST**

17.04 When a day designated as a holiday under Clause 17.01 coincides with an Employee's day of rest, the employee shall receive a regular days pay.

17.06 When the Employer requires an Employee to work on a Designated Paid Holiday as part of his regularly scheduled hours of duty or as overtime when he is not scheduled to work he shall be paid in addition to the pay that he would have been granted had he not worked on the holiday, one and one half (1 1/2 x) his hourly rate of pay for all hours worked.

### **ARTICLE 18**

#### **VACATION LEAVE**

18.01 All employees shall receive six percent (6%) vacation pay

18.02 Vacation pay shall be paid at the choice of the employee:

- (a) bi-weekly;
- (b) at the end of the operating season;

- (c) or at another time during the operating season as agreed by the employee and employer.

18.03 Any employee who under the Labour Standards Act is entitled to vacation leave without pay shall be provided with that leave at the end of the operating season.

## **ARTICLE 19**

### **VACATION TRAVEL ASSISTANCE**

- 19.01 An employee who resides outside the Hamlet of Fort Providence at time of hire shall receive a travel assistance after each work rotation of \$500.00 if hired in the NWT other than Fort Providence and \$750.00 if hired outside of the NWT.
- 19.02 Nothing in clause 19.01 shall prevent the employer from paying a travel assistance greater than the amount specified in the event of an emergency only.
- 19.03 For purposes of clause 19.01 a work rotation means every 28 days worked.

## **ARTICLE 20**

### **MATERNITY / PARENTAL LEAVE**

- 20.01 The Employer shall provide maternity and parental leave as provided for in the Labour Standards Act.

## **ARTICLE 21**

### **HOURS OF WORK**

- 21.01 The Employer's operation depends upon all Employees being present and able to work when scheduled. Employees who are absent from work when scheduled may be subject to discipline, up to and including dismissal.

- 21.02 The hours of work schedule for all classifications shall be posted at the beginning of the Operating Season.
- 21.03 The posted schedule may be subject to change by the Employer following consultation with the employees effected where it is possible to do so.
- 21.04 The normal hours of operation are eighteen (18) hours per day consisting of two (2) watches of nine and one half (9 ½) hours each.
- 21.05 Circumstances beyond the Employer's control may require additional or fewer operating hours than those specified in 21.04, such hours are to be added to or removed from the watch.
- 21.06 A twenty-four (24) hour operation may be necessary due to weather/ice conditions. In such event the watch shall consist of two (2) watches of twelve (12) hours each.
- 21.07 Employees shall receive two (2) ten (10) minute rest periods per day commencing at around the mid-point of each half of the watch.
- 21.08 Employees shall receive a thirty (30) minute meal break(s) as per the Labour Standards Act.
- 21.09 In the event the employee is unable to take his breaks as outlined in clauses 21.07 or 21.08, then he can take them at another time during the watch.
- 21.10 Nothing in this Article guarantees a minimum of maximum hours of work.

## **ARTICLE 22**

### **OVERTIME**

22.01 In this Article:

- (a) "Overtime" means work performed by an Employee in excess of eight (8) hours in a day or forty (40) hours in a week.
- (b) "Straight time rate" means the hourly rate of pay.
- (c) "Time and one half" means one and one half (1 ½ ) the straight time rate.

- 22.02 An Employee who is required to work overtime shall be paid overtime compensation for all overtime worked.
- 22.03 Subject to the operational requirements of the service the Employer shall make every reasonable effort:
- (a) to allocate overtime work on an equitable basis among readily available qualified Employees who are normally required in their regular duties to perform that work;
  - (b) to give Employees who are required to work overtime reasonable advance notice of this requirement.
- 22.04 Overtime shall be compensated at time and one half (1 ½ x) for all hours of overtime worked including overtime worked on a day of rest or holiday.
- 22.05 When overtime compensation is paid, the pay statement shall indicate the pay period, rate of overtime, and the number of overtime hours.

## **ARTICLE 23**

### **PAY**

- 23.01 Employees are entitled to be paid for services rendered for the classification and position to which they are appointed at the pay rates specified in the Appendices attached.
- 23.02 (a) Employees shall be paid on every second Monday
- (b) Where cheques are distributed to Employees at their place of work, they shall be distributed individually or placed in sealed envelopes.
- 23.03 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay, should receive such remuneration in the pay period in which it was earned but in any event shall receive such remuneration on the following pay day.

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

### **ACTING PAY**

- 23.04 (a) When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis for at least one working day, he shall be paid acting pay calculated from the

date on which he commenced to act as if he had been appointed to that higher classification level for the period in which he acts.

- (b) When a day designated as a paid holiday occurs on a day when the Employee would otherwise be performing duties on an acting basis, the holiday shall be considered as a day worked for purposes of acting pay.
- (c) Does not apply to Senior Designations – no employee shall be entitled to acting pay as Senior Captain or Senior Engineer.

### **SALARY INCREASES**

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

### **PAY RECOVERY**

- 23.08 Where an Employee, through no fault of his own, has been overpaid, the Employer will, before recovery action is implemented, advise the Employee in writing of the amount overpaid and the intention of the Employer to recover the overpayment. Prior to said recovery, the Employer and Employee shall discuss and devise an acceptable recovery schedule but in no case shall the recovery extend beyond two (2) pay periods or the end of the operating season.

## **ARTICLE 24**

### **REPORTING PAY**

- 24.01 (a) If an Employee reports to work on his regularly scheduled work day or shift and there is insufficient or no work available he is entitled to four **(4)** hours' pay at the straight time rate.



- (b) If an Employee reports to work on his regularly scheduled shift and there is a change in his shift assignment, he shall be entitled to four **(4)** hours work. When no work is available he is entitled to four **(4)** hours' pay at the straight time rate.
- (c) If an Employee is directed to report for work on a day of rest or on a designated paid holiday, and there is insufficient work available, he shall be entitled to four **(4)** hours of work at the straight time rate. When no work is available, he shall receive compensation to four **(4)** hours' pay at the straight time rate.

## **ARTICLE 25**

### **CALL-BACK PAY**

- 25.01 When an Employee is recalled to a place of work for a specific duty, he shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
  - (b) compensation equivalent to four **(4)** hours' pay at the straight-time rate.
- 25.02 (a) Except in the case of an emergency Employees shall not be required to return to work on a call-back. When Employees do return to work on a call-back, payment under this Article shall be made whether or not work is actually available and performed.
- (b) Subject to (a) above no Employee shall be disciplined for being unable to return to work on a call-back.

## **ARTICLE 26**

### **STANDBY**

- 26.01 An employee who is designated by the Employer (in writing) to be on standby shall be paid one hour's pay for each eight (8) hours or portion thereof on standby.
- 26.02 Employees who are on standby are expected to be able to report for work within ninety (90) minutes notice, and to provide the employer with a telephone number where they may be contacted.

26.03 Employees who are not available or able to return to work while on standby shall forfeit their standby pay.

## **ARTICLE 27**

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

- 27.01 (a) Where an Employee is required to travel on behalf of the Employer, he shall be paid:
- (i) when the travel occurs on a regular work day, as though he were at work for all hours travelled;
  - (ii) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rates for all hours travelled, with a minimum of four (4) hours pay at the straight time rate.
- (b) For the purpose of this Article, hours travelled includes a one (1) hour check-in period at airports (two (2) hours for flights originating outside the NWT), bus depots, or train stations, as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but are exclusive of overnight stopovers.
- (c) The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period which includes two (2) weekends.
- (d) Where an Employee is absent from home on a designated paid holiday or day of rest and does not work, he shall receive cash payment at one and one half (1 ½) his rate of pay.

## **ARTICLE 28**

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

28.01 Every vacancy for positions expected to be of more than six (6) months' duration and every newly-created position shall be posted on the Union notice Board. The job posting shall state the job classification, rate of pay, shift, and required qualifications of the job. An Employee who wishes to

apply for a position so posted shall do so on or before the closing date as advertised on the posting.

- 28.02 Seniority shall be the governing factor in determining promotions, demotions and filling of jobs after posting, providing that the most senior Employee possesses the required qualifications and ability to perform the normal requirements of the job.
- 28.03 No Employee shall be transferred to a position outside the bargaining unit without his consent. If an Employee is transferred to a position outside the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate further seniority. Such Employee shall have the right to return to a position in the bargaining unit consistent with his seniority accumulated up to the date of transfer outside the unit.
- 28.04 No Employee shall be transferred to another position within the bargaining unit without his consent.
- 28.05 New Employees shall not be hired when there are Employees on lay-off who are qualified and willing to perform the job.
- 28.06 Nothing herein shall prevent the Employer from hiring persons outside the Bargaining Unit.

## **ARTICLE 29**

### **PROMOTIONAL OPPORTUNITIES**

- 29.01 A probationary employee shall be eligible to participate in job competitions in the same manner as non-probationary employees.

## **ARTICLE 30**

### **CLASSIFICATION**

- 30.01 During the term of this Agreement, if a new or revised classification is implemented by the Employer, the Employer shall negotiate with the Union the rates of pay and the rules affecting the pay of Employees for the classification affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may withdraw the proposed classification and may re-submit their proposal or the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.

## ARTICLE 31

### EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 31.01 When a formal review of an Employee's performance is made, the Employee concerned shall be given the opportunity to discuss and then sign the review form in question to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments in a reasonable time to be attached to his performance appraisal and may use the grievance procedure in Article 34 to correct any factual inaccuracies in his performance appraisal.
- 31.02 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an Employee, the existence of which the Employee was not made aware, by the provision of a copy thereof at the time of filing or within five (5) working days thereafter or as soon as possible.
- 31.03 Any document or written statement related to disciplinary action which may have been placed on the Personnel file of an Employee shall be destroyed after two (2) years has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.
- 31.04 Upon written request of an Employee, the Personnel file of that Employee shall be made available for his examination at reasonable times in the presence of an authorized representative of the Employer.
- 31.05 (a) Where an Employee is required to attend a meeting with the Employer to deal with matters that are of a disciplinary nature, the Employee shall have the right to have a representative of the Union in attendance. The Employer must advise the Employee of his right to be accompanied by his representative at least one (1) day in advance of said meeting where ever possible.
- (b) The Employer agrees that there will be only one file kept for each employee.
- (c) The Employer agrees that communications between an Employee and his representative are privileged and confidential. The Employer shall not ask questions of the representatives which answers to those questions may be damaging to the employee(s), nor shall any evidence produced by the representative be used against the employee(s).

## **ARTICLE 32**

### **CONTRACTING OUT**

- 32.01 Contracting out of Bargaining Unit work shall not occur if it would result in the lay off, continuance of lay off or reduction in the hours of work of Bargaining Unit members.

## **ARTICLE 33**

### **LAY-OFF and JOB SECURITY**

- 33.01 There shall be no lay off of an Employee during the Operating Season except for lack of work or lack of funding.
- 33.02 At the end of the Operating Season, all Employees shall be terminated.
- 33.03 Except in the case of resignation or termination for cause; and in the event that Showshoe/Digaa Ventures Ltd. enters into a contract with the Government of the Northwest Territories to operate the Merv Hardie Ferry crossing the Mackenzie River, Showshoe/Digaa Ventures Ltd. agrees to rehire Captains, Engineers and Deckhands who were terminated at the end of the previous Operating Season.

## **ARTICLE 34**

### **ADJUSTMENT OF DISPUTES**

- 34.01 The Employer and the Union recognize that grievances may arise in respect of the interpretation or application of this Agreement. The parties to this agreement share the desire to settle all grievances expeditiously and equitable as they arise. An employee shall be free, at all times, with or without the assistance of a Union Representative, to discuss and settle with his or her Supervisor any complaint he may have.
- 34.02 The procedures for the final resolution of the grievances is through the grievance procedure, and, if the grievance is not resolved, to arbitration. The dismissal of a probationary Employee during the initial probationary period can not be the subject of a grievance.
- 34.03 If he so desires, an Employee may be assisted and represented by the Union when presenting a grievance at either level.

- 34.04 An Employee who wishes to present a grievance at any prescribed level in the grievance procedure shall transmit this grievance to his immediate supervisor who shall:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
  - (b) provide the Employee with a receipt stating the date on which the grievance was received by him.
- 34.05 A grievance shall be processed by recourse to the following steps:
- (a) First Level (Assistant Marine Manager)
  - (b) Second Level (Marine Manager or their delegate)
  - (b) Final Level (Arbitration).
- 34.06 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 34.07 An Employee may present a grievance in writing to the first level of the procedure no later than fourteen (14) calendar days after the date of the action or circumstances giving rise to the grievance.
- 34.08 The Employer shall reply in writing to an Employee's grievance within ten (10) calendar days at Level 1, and within twenty (20) calendar days at Level 2.
- 34.09 An Employee may present a grievance at each succeeding level in the grievance procedure beyond the first level:
- (a) Where the decision or settlement is not satisfactory to the grievor, within twenty (20) calendar days after that decision or settlement has been conveyed in writing to him by the Employer, or;
  - (b) Where the Employer has not conveyed a decision to the grievor within the time prescribed in Clause 34.08 within twenty (20) calendar days after the day the reply was due.
- 34.10 Where the Employee has been represented by the Union in the presentation of his grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the Employee.

- 34.1 ■ When an Employee is dismissed, he shall be given notice in writing setting out the reasons for the discipline.
- 34.12 The Union shall have the right to initiate and present a grievance. The Employer shall have the right to initiate a grievance, and present it to the Union at its Yellowknife office.
- 34.13 An Employee may, by written notice to the Assistant Manager, withdraw a grievance.
- 34.14 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the Employee, and where appropriate, the Union Representative. Grievances that are not presented or advanced within the time limits set out in this Article are abandoned, and may not later be presented or advance.

### **ARBITRATION**

- 34.15 Should the grievance not be resolved following Level 2 either party may, by written notice to the other party, refer the matter to arbitration.
- 34.16 (a) The parties agree that any arbitration arising out of this agreement shall be made by a single arbitrator to be mutually agreed upon by the parties.
- (b) If mutual agreement is not reached by the parties to choose a single arbitrator within thirty (30) calendar days from the date that either party receives notification of a wish to proceed to arbitration, then the Director of Federal Mediation and Conciliation Services of Human Resources Development Canada shall be asked to appoint said arbitrator.
- 34.17 (a) The arbitrator has all of the powers granted to arbitrators under the Canada Labour Code, Part I, in addition to any powers which are contained in this Agreement.
- (b) The arbitrator shall hear and determine the difference or allegation and shall issue a written decision and the decision is final and binding upon the parties and upon any Employee affected by it.
- (c) The award of the arbitrator shall be signed by him and copies thereof shall be transmitted to the parties to the dispute within three (3) months of the hearing.
- 34.18 The Arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu

thereof, or to render any decision contrary to the terms and provision of this Agreement.

- 34.19 The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 34.20 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or Employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the receipt of the decision or the date provided in the decision for compliance, whichever is later, make an application to the Supreme Court of the Northwest Territories to enforce the terms of the decision.
- 34.24 In addition to the powers granted to arbitrators under the Provision of the Canada Labour Code, the Arbitrator may:
- (a) alter, replace or substitute any discipline imposed on an Employee with any other discipline which the Arbitrator considers fair and reasonable, except where this Agreement provides a specific disciplinary penalty;
  - (b) determine that where the discharge of the Employee is not appropriate, direct the Employer to reinstate the Employee and pay to the Employee a sum equal to his wages lost by reason of his dismissal, or such less sum as in the opinion of the arbitrator is fair and reasonable, or direct that instead of reinstatement the Employee be paid a sum of money which the Arbitrator considers fair and reasonable, or make such order as he considers fair and reasonable having regard to the terms of this Agreement.

## **ARTICLE 35**

### **LABOUR/MANAGEMENT COMMITTEE**

- 35.01 A Labour/Management Committee will be formed to consult on matters of Safety and Health, and other matters of mutual interest.
- 35.02 The Labour/Management Committee shall be comprise equal representation from the Union and the Employer, with each party choosing their respective representatives.
- 35.03 The Committee will meet at any time at the request of either party, but in any event will meet at least once every six (6) months.



**ARTICLE 36**

**SAFETY AND HEALTH**

36.01 The Employer shall abide by and make available to Employees an updated copy of applicable Health and Safety Legislation and Regulations and Employer's Policies and Standards.

**ARTICLE 37**

**ACCIDENT REPORTING**

37.01 All accidents must be reported, and all Employees involved in an accident must complete an accident report. Employees who do not report an accident, or who do not complete an accident report may be disciplined.

37.02 Where an accident is caused by an Employee's negligence, the Employee may be disciplined.

**ARTICLE 38**

**CIVIL LIABILITY**

38.01 If an action or proceeding is brought against any employee or former employee by a third party for an alleged tort committed by him in the performance of his duties; the Employer shall protect the employee for damages and costs including legal costs according to the conditions of a general liability insurance policy which shall be maintained at all times to protect such.

**ARTICLE 39**

**SUSPENSION AND DISCIPLINE**

39.01 When an employee is to be disciplined, the reasons for the discipline shall be provided to the employee so that the employee may defend himself against it.

**ARTICLE 40**

**DUTY TRAVEL**

40.01 An Employee who is authorized to travel on the Employer's business will be reimbursed for reasonable expenses incurred.

## **ARTICLE 41**

### **SOCIAL JUSTICE FUND**

41.01 The Employer shall contribute one hundred dollars (\$100.00) per operating season to the Social Justice Fund. Contributions to the Fund will be annually on June 1<sup>st</sup> and such contributions will be remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters of Patent of the PSAC Social Justice Fund.

## **ARTICLE 42**

### **REOPENER OF AGREEMENT AND MUTUAL DISCUSSIONS**

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

42.02 This Agreement may be amended by mutual consent.

## **ARTICLE 43**

### **DURATION AND RENEWAL**

43.01 The term of this Agreement shall be from April 1, 2004 until March 31, 2007. All provisions of this Agreement shall apply from April 1, 2004.


43.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 34 shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.

43.03 Within four (4) months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement.


43.04 The parties agree to conduct negotiations for the renewal or revision of this Collective Agreement outside the Operating Season. In the event that negotiations are not concluded outside the Operating Season, negotiations shall only be scheduled on dates when the Employees on the Union negotiating Committee are not scheduled to work.

43.05 Where notice to commence collective bargaining has been given under Clause 43.03, the Employer shall not without consent by or on behalf of the Employees affected, increase or decrease salaries or alter any other term or condition of employment of Employees in the Bargaining Unit which was in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new Collective Agreement has been concluded, or an arbitral award has been handed down in accordance with subsection b, chapter L-2, section 50 of the Canada Labour Code Part I.

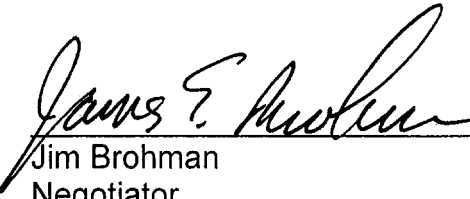
For the Employer

  
\_\_\_\_\_  
Leonard Callow  
Marine Manager

  
\_\_\_\_\_  
Bob Head  
Assistant Marine Manager

  
\_\_\_\_\_  
Glenn Tait  
Negotiator

For the Union

  
\_\_\_\_\_  
Jim Brohman  
Negotiator

\_\_\_\_\_  
Iain Leishman  
Member

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

**APPENDIX "A"**

**RATES OF PAY**

	<u>April 1, 2004</u>	<u>April 1, 2005</u>	<u>April 1, 2006</u>
Captain	\$29.15	\$30.35	\$31.45
Engineer	\$28.85	\$30.05	\$31.15
Deckhand	\$17.10	\$18.30	\$19.40

**Pay Notes:**

1. In addition to the above the Senior Captain and Senior Engineer shall receive one dollar (\$1.00) per hour.
2. Casual Deckhands who are in training shall be paid two dollars (\$2.00) per hour less than the Deckhand rate above.

## **APPENDIX "B"**

### **TERMS AND CASUAL EMPLOYEES**

The Employer and the Union agree that Term and Casual Employees shall receive all of the provisions of the Collective Agreement, with the following exceptions:

Term Employees shall not receive Vacation Travel Assistance or Protective Clothing or Uniforms;

Casual Employees shall not receive Vacation Travel Assistance or Protective Clothing or Uniforms. Casual Employee's vacation pay shall be paid bi-weekly.

**LETTER OF UNDERSTANDING #1**

Re: Protective Clothing or Uniforms

The parties agree that the issuance of protective clothing or uniforms as provided to the employees during the 2003 operating season shall continue during the life of the Collective Agreement. That clothing consists of:

one (1) set of orange coveralls for Deckhands;

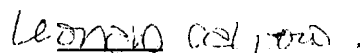
one (1) set of blue coveralls for Engineers; and

one (1) blue shirt for Captains

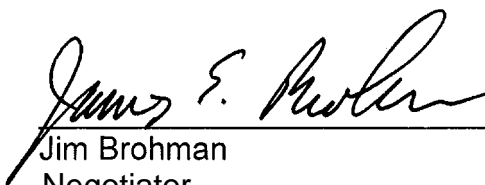
Dated April 21, 2004 in Yellowknife, NWT.

For the Employer

For the Union

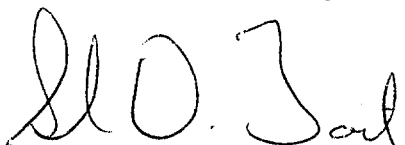


Leonard Callow  
Marine Manager

  
Jim Brohman  
Negotiator

Bob Head  
Assistant Marine Manager

Iain Leishman  
Member



Glenn Tait  
Negotiator

  
Jean-François Des Lauriers  
Regional Executive Vice President  
PSAC North