

COLLECTIVE AGREEMENT

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA

AS REPRESENTED BY

THE UNION OF NORTHERN WORKERS

AND

MACKENZIE VALLEY CONSTRUCTION Ltd.

EFFECTIVE: JUNE 1, 2008

EXPIRES: DECEMBER 31, 2009

Union of Northern Workers
Suite 200, 5112-52nd Street
Yellowknife, NT X1A 3Z5

MacKenzie Valley Construction Ltd.
PO Box 2238, 74 Navy Road
Inuvik NT, X0E 0T0

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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 Mackenzie Valley Construction Ltd. employed as Cable Ferry Operators and Deckhands operating the C.V. Peel River Ferry crossing the Peel River near Fort McPherson, Northwest Territories.
 - d. "Day of Rest" in relation to an Employee means a day other than a Statutory 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.
 - e. "Employee" means a member of the Bargaining Unit.
 - f. "Employer" means Mackenzie Valley Construction Ltd.
 - g. "Grievance" means a complaint in writing that an employee, group of employees or the Union submits to the Employer, or that the Employer submits to the Union, to be processed through the grievance procedure.
 - h. "Leave of Absence" means absence from work, either with or without pay, with the Employer's permission.
 - i. "May" shall be regarded as permissive and "Shall," "Must" and "Will" as imperative.

- j. "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 and shall not include any initiation fees, insurance premiums or any other levy.
- k. "Operations Manager" means the person assigned by the Employer to be Operations Manager for the Peel River ferry operations.
- l. "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.
- m. "Statutory Holiday" means the twenty-four (24) hour period commencing at 12:01 A.M. of a day designated as a statutory holiday in this Agreement.
- n. "Union" means the Public Service Alliance of Canada as represented by its agent the Union of Northern Workers.
- o. "Week" for the purposes of this Agreement shall be deemed to commence at 12:01 A.M. on Sunday and terminate at midnight on Saturday.

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 The Employer, the Union and the employees agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any Employee by reason of race, colour, ancestry, nationality, ethnic

origin, place of origin, creed, religion, age, disability, sex, sexual orientation, gender identity, marital status, family status, family affiliation, political belief, political association, social condition, a conviction for which a pardon has been granted, nor by reason of union membership or activity or for exercising their rights under the Collective Agreement.

- 3.03 Notwithstanding Clause 3.02, it is recognized that an affirmative action program may be implemented by the Employer in accordance with the Gwich'in Comprehensive Land Claim Agreement.

ARTICLE 4

SEXUAL HARASSMENT

- 4.01 "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature
- (a) that is likely to cause offence or humiliation to any employee;
 - (b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- 4.02 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 5

WORKPLACE VIOLENCE

- 5.01 "Workplace violence" means any incident in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviours of a physical or emotional nature.
- 5.02 All employees of the Employer, both inside and outside the Bargaining Unit are entitled to employment free from workplace violence. The Employer shall develop a policy on zero tolerance for workplace violence. The employer shall post large visible signs at the Ferry crossing and on the Ferry similar to those of the GNWT indicating a zero tolerance policy and actions to be taken in the event of violation of the policy.

- 5.03 The Employer agrees to recognize and follow the equal pay provision in the *Human Rights Act*.

ARTICLE 6

APPLICATION

- 6.01 The provisions of this Agreement apply to the Union, the Employees, and the Employer.

ARTICLE 7

FUTURE LEGISLATION

- 7.01 In the event that any law passed by Parliament, or the Northwest Territories Legislative Assembly renders null and void or alters any provision or portion of a provision, of this Agreement, the remaining portion of that provision as well as all other 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 or portion thereof.

ARTICLE 8

CONFLICT OF PROVISIONS

- 8.01 Where there is any conflict between the provisions of this Agreement and any policy dealing with terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail to the extent of the conflict.

ARTICLE 9

STRIKES AND LOCKOUTS

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

ARTICLE 10

MANAGERIAL RESPONSIBILITIES

- 10.01 Except as specifically provided in this Agreement, nothing affects the rights of the Employer to manage the business as it deems appropriate. These rights include the right to develop, implement and administer rules, policies and procedures, assign work, determine how the work will be done and by whom.

ARTICLE 11

EMPLOYER POLICIES

- 11.01 The Employer shall provide the Union with a copy of any personnel policies directly affecting the Employees of this Bargaining Unit.
- 11.02 The Employer agrees to continue its current practice of administering its policies such as but not limited to sick leave and bereavement leave as amended from time to time.
- 11.03 It is understood that the Mackenzie Valley Construction is a joint-partnership with Flint Energy and that the Policies of Flint Energy generally apply.

ARTICLE 12

UNION ACCESS TO EMPLOYER PREMISES

- 12.01 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 and provided that the Employer is given reasonable advance notice.

ARTICLE 13

APPOINTMENT OF REPRESENTATIVES

- 13.01 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 14

TIME OFF FOR UNION BUSINESS

- 14.01 Where reasonably 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.
- 14.02 Employees elected as President, National Executive Vice-President or Regional Executive Vice-President of the Alliance 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.
- 14.03 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 Employer as soon as possible during that 60 day period.
- 14.04 Such Employees shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.
- 14.05 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 35.03.
- 14.06 Notwithstanding 14.05, the Employer may make an offer of employment to employees in a position inside the Bargaining Unit should such employee bid on a competition and be the successful candidate.
- 14.07 Employees on leave of absence for union office shall not accumulate seniority while on leave without pay.
- 14.08 Employee Organization, Executive Council Meetings, Congress and Conventions
Operations permitting, the Employer will grant reasonable leave without pay to one (1) employee to attend executive council meetings and conventions of the Alliance, the Union of Northern Workers, the Canadian Labour Congress and the NWT Federation of Labour.
- 14.09 Representatives Training Course
Operations permitting and upon reasonable notification, the Employer will grant reasonable leave without pay to one (1) employee who exercises the authority of a

representative on behalf of the Union, to undertake training related to the duties of a representative.

- 14.10 An employee representative shall be allowed time away from work to assist employees with processing grievances and for meetings with the Employer related to the administration of the Agreement. A representative shall obtain the permission of their immediate supervisor before leaving her work to investigate a grievance, 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.
- 14.11 Employee representatives shall be allowed time off with pay to participate in collective bargaining and arbitration meetings.
- 14.12 Employees shall be granted leave without pay to participate in arbitration proceedings as a party or as a witness.

ARTICLE 15

DUES DEDUCTION

- 15.01 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.
- 15.02 The Union shall inform the Employer in writing of the authorized Membership Fees to be deducted for each Employee within the Bargaining Unit.
- 15.03 For the purpose of applying Clause 15.01, deductions from pay for each Employee will occur on a weekly basis and will apply to the extent that earnings are available. Where an Employee does not have sufficient earnings in respect of any weekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.
- 15.04 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.
- 15.05 The amounts deducted in accordance with Clause 15.01 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.

Where authorized by the Employee, the Employer agrees to make deductions for reasonable purposes on the basis of production of appropriate documentation by the Alliance.

- 15.06 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.
- 15.07 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 16

INFORMATION

- 16.01 (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 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 and those Employees whose employment has been terminated during the period reported.
- 16.02 The Employer shall provide each Employee with a copy of this Collective Agreement.
 - 16.03 The Employer agrees to provide each new member of the Bargaining Unit with a copy of this Collective Agreement upon hire.

ARTICLE 17

SENIORITY

- 17.01 Seniority is defined as the length of service with the Employer, and shall be applied on a Bargaining Unit wide basis. Accumulation of seniority shall begin at the start of the 2007 Operating Season. The employees shall determine the seniority list and the Union shall provide the initial list to the Employer.
- 17.02 A newly hired Employee shall be on probation for a period of three (3) 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. If the employee has not

completed his probationary period by the end of the ferry season the Employer may deem the Employee to have completed his probationary period.

- 17.03 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 at the beginning of each season. The seniority list shall be agreed upon by the parties during the negotiations of the first Collective Agreement and shall be considered as the recognized seniority list, which will be amended as new employees are hired.

ARTICLE 18

PROVISION OF BULLETIN BOARD SPACE

- 18.01 The Employer shall provide bulletin board space on the Ferry clearly identified for exclusive Union use.
- 18.02 A Representative of the Union shall have the right to give each new Employee an orientation of up to thirty (30) minutes. Where possible, this orientation shall take place outside of working hours. When that is not possible, and subject to operational requirements, the Representative of the Union shall be given leave with pay for such purposes.

ARTICLE 19

STATUTORY HOLIDAYS

- 19.01 The following days are Statutory Holidays for Employees covered by this Collective Agreement:
- (a) Good Friday
 - (b) Victoria Day
 - (c) National Aboriginal Day
 - (d) Canada Day
 - (e) First Monday in August
 - (f) Labour Day
 - (g) Thanksgiving
 - (h) Remembrance Day
 - (i) A paid holiday shall also be granted to all Employees on any holiday proclaimed by the Government of Canada or the Government of the Northwest Territories.

- 19.02 Where an Employee is required to work on a Statutory Holiday as listed above, the Employee shall be paid at the rate of one and one half times the Employee's regular rate of pay for all hours worked during the Statutory Holiday, in addition to the pay set out in Article 19.03.
- 19.03 The employer shall continue its current practice of paying 3.6% of wages in recognition of statutory holidays.

ARTICLE 20

VACATION LEAVE

- 20.01 Vacation pay shall be paid weekly at the rate of 6% for all straight time hours.
- 20.02 An employee may request to take a vacation leave without pay of one (1) week during the Operating Season. The one (1) week may be taken off provided that a temporary worker can be found and at a time mutually agreeable to the Employer and the Employee. A week shall mean the six (6) days of work scheduled and will not include days off.
- 20.03 Where two or more employees request the same period of time off the senior employee shall be given preference.

ARTICLE 21

MATERNITY, PARENTAL AND COMPASSIONATE LEAVE

- 21.01 The Employer shall provide maternity and parental leave as provided for in the *Labour Standards Act*.
- 21.02 The Employer shall provide compassionate leave as provided for in the *Employment Insurance Act*.

ARTICLE 22

HOURS OF WORK AND OVERTIME

- 22.01 Regular hours of work for Employees shall normally be eight (8) hours per day. Employees may be scheduled to work additional hours above eight in a day, which hours will be paid at the overtime rate.
- 22.02 Employees will be scheduled to work shifts.

- 22.03 The Employer's operation may run on a twenty four (24) hour basis for portions of the Operating Season.
- 22.04 The Employer may reschedule hours of work and the employee shall be given reasonable advance notice of the rescheduling.
- 22.05 In this Article:
- (a) "Overtime" means work performed by an Employee in excess of eight (8) hours in a day.
 - (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.
- 22.06 An Employee who is required to work overtime shall be paid overtime compensation for all overtime worked.
- 22.07 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.
- 22.08 When overtime compensation is paid, the pay statement shall indicate the pay period, rate of overtime, and the number of overtime hours.
- 22.09 Nothing in this agreement shall constitute a guarantee of hours of work.

ARTICLE 23

PAY

- 23.01 Employees are entitled to be paid for services rendered for the classification to which they are appointed at the pay rates specified in the Appendix to this Agreement.
- 23.02 Employees shall be paid on every Friday, subject to a one week hold back. Pay statements shall be distributed to Employees at their place of work individually and 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.
- 23.04 Employees who have worked in another position for which there is a higher rate of pay shall be paid the rate of pay for all hours worked in that position.

ARTICLE 24

SALARY INCREASES

- 24.01 (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 not later than two months following the month in which this Agreement is signed.

ARTICLE 25

PAY RECOVERY

- 25.01 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 the end of the Operating Season.

ARTICLE 26

VACANCIES, JOB POSTING, PROMOTIONS AND TRANSFERS

- 26.01 Every vacancy for promotion expected to be of more than three (3) 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 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.
- 26.02 Where two or more employees for a vacancy are, in the determination of the Employer, equal with respect to skills, abilities, qualifications and merit, then the applicant with the most seniority shall be given the position, provided the most senior applicant possesses the required qualifications and ability to perform the normal requirements of the job.
- 26.03 New Employees shall not be hired when there are Employees on lay-off who are qualified and willing to perform the job.

- 26.04 On promotion to a Cable Ferry Operator position, the position of the Deckhand shall be held for the duration of the new probationary period. The probationary period on promotion shall be thirty (30) calendar days. Unless indicated by the Employee or reverted by the Employer, after thirty (30) calendar days the Deckhand Position shall be filled on a permanent basis.

ARTICLE 27

CLASSIFICATION

- 27.01 During the term of this Agreement, if a new or revised classification is implemented by the Employer, the Employer may implement a temporary rate of pay and then 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 classification to the Union, 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 28

EMPLOYEE PERFORMANCE REVIEWS

- 28.01 The Employer shall evaluate employees at the end of the Operating Season. Following the completion of the employee's performance review, the performance review will be reviewed with the Employee.
- 28.02 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 the performance appraisal and may use the grievance procedure in Article 29 to correct any factual inaccuracies in his/her performance appraisal.
- 28.03 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 as soon as possible thereafter.
- 28.04 Any document or written statement related to disciplinary action which may have been placed on the Personnel file of an Employee shall be deemed void after twenty-four (24) months has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

The employee may request to have any document related to disciplinary actions destroyed after twenty-four (24) months.

- 28.05 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.
- 28.06 (a) Where an Employee is required to attend a meeting with the Employer where discipline is to be imposed, the Employee shall have the right to have a Representative of the Union in attendance. The Employer must advise the Employee at least twenty-four (24) hours in advance of his/her right to be accompanied by his/her Representative.
- (b) The Employer agrees that there will be only one official file kept for each Employee.
- (c) The file shall be located in the Mackenzie Valley Construction Office in Inuvik, NT.

ARTICLE 29

ADJUSTMENT OF DISPUTES

- 29.01 The Employer and the Union recognize that grievances may arise in respect of:
- (a) the interpretation, application, administration or alleged contravention of this Agreement, including whether or not a matter is arbitral;
- (b) disciplinary action resulting in demotion, suspension, or a financial penalty;
- (c) letters of discipline placed on personnel file.
- 29.02 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.
- 29.03 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.
- 29.04 If he so desires, an Employee may be assisted and represented by the Union when presenting a grievance at either level.

- 29.05 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.
- 29.06 A grievance shall be processed by recourse to the following steps:
- (a) First Level (Operations Manager)
 - (b) Final Level (Arbitration).
- 29.07 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.
- 29.08 An Employee may present a grievance in writing to the first level of the procedure not later than fourteen (14) calendar days after becoming aware of the action or circumstances giving rise to the grievance. The Employee, with the assistance of the Union, shall identify, in writing, which provisions(s) of the Agreement have been violated and the redress being sought.
- 29.09 The Employer shall reply in writing to an Employee's grievance within twenty (20) calendar days at the First Level.
- 29.10 The union or the employer may advance a grievance at the Final Level (Arbitration) in the grievance procedure;
- (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 29.09 within ten (10) calendar days after the day the reply was due.
- 29.11 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.
- 29.12 When an Employee is dismissed, he shall be given notice in writing setting out the reasons for the discipline forthwith.

- 29.13 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. The Union shall respond in writing to the Operations Manager within twenty (20) calendar days.
- 29.14 An Employee may, by written notice to the Operations Manager, withdraw a grievance.
- 29.15 The time limits stipulated in this procedure including arbitration are mandatory and 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 advanced.

ARBITRATION

- 29.16 Should the grievance not be resolved following the First Level either party may, by written notice to the other party, refer the matter to arbitration.
- 29.17 (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 Minister of Labour shall be asked to appoint said arbitrator.
- 29.18 (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.
- 29.19 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 provisions of this Agreement.
- 29.20 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.

- 29.21 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 release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Clerk of the Federal Court of Canada, a copy of the decision, exclusive of the reason therefore in the prescribed form, whereupon the decision may be entered in the same way as the judgment or an order of that court and may be enforceable as such.
- 29.22 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 lesser 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 30

LABOUR/MANAGEMENT COMMITTEE

- 30.01 A Labour/Management Committee will be formed to consult on matters of mutual interest.
- 30.02 The Labour/Management Committee shall be comprised of equal representatives from the Union and the Employer, with each party choosing their respective representatives.
- 30.03 The Committee will meet at any time at the request of either party, but in any event will meet at least at the end of the Operating Season.

ARTICLE 31

HEALTH AND SAFETY

- 31.01 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.
- 31.02 The Union will appoint Representatives to participate in the Joint health and Safety Committee. If it is necessary to hold meetings of this Committee, outside of the normal working hours of the Representative, the Representative will be paid his regular rate of pay for all hours of attendance at the Committee meeting.
- 31.03 The Committee will jointly conduct safety inspections in the workplace on a reasonable and regular basis.

ARTICLE 32

DISCIPLINE

- 32.01 When an employee is to be disciplined in writing, the employee shall be advised of their right to have an official representative of the Union present. The employee shall be advised twenty-four (24) hours in advance of the disciplinary meeting. The reasons for the discipline shall be provided to the employee so that the employee may defend himself against it.

ARTICLE 33

ACCIDENT REPORTING

- 33.01 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. The Employer shall provide a record book for the sole purpose of accident reporting.

ARTICLE 34

PROTECTIVE CLOTHING

- 34.01 (a) The Employer agrees to provide each employee, at the beginning of each Operating Season, with two (2) sets of coveralls. One set of the coveralls will be insulated and the other will be regular. The employees are responsible for wearing and cleaning their coveralls.

- (b) The Employer agrees to make available work gloves, protective glasses and other safety equipment that it deems appropriate.

ARTICLE 35

LAY OFF AND JOB SECURITY

- 35.01 There shall be no lay off of an Employee during the Operating Season except for lack of work as determined by the Employer or lack of funding.
- 35.02 At the end of the Operating Season, all Employees shall be terminated.
- 35.03 Except in the case of resignation or termination for cause; and in the event that the Employer enters into a contract with the Government of the Northwest Territories to operate the Peel River Ferry crossing the Peel River, the Employer agrees to rehire any employees who were terminated at the end of the previous Operating Season subject to satisfactory performance appraisal at previous year end.

ARTICLE 36

CIVIL LIABILITY

- 36.01 If an action or proceeding is brought against any employee or former employee by a third party for an alleged tort committed by him/her in the performance of his/her duties, the Employer shall take such actions as are require by law with respect to that action or proceeding provided that the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of his/her duty as an employee.

ARTICLE 37

RETENTION BONUS

- 37.01 A retention bonus at the rate of 7.5% of the employee's regular rate of pay shall be paid for all hours worked as a Cable Ferry Operator or Deckhand. These monies will be paid at the end of the ferry operating season but not for pre or post season work. An employee shall forfeit all retention monies if he quits or is terminated for cause.

ARTICLE 38

BENEFITS

- 38.01 The employer agrees to continue the practice of providing and maintaining benefits as outlined in its policy to all eligible employees including amendments that may be made from time-to-time. The employer shall have the right to choose the benefit plan carrier; provided comparable coverage is maintained.

ARTICLE 39

RRSP CONTRIBUTION PLAN

- 39.01 Employees shall be eligible to participate in the employer's Registered Retirement Savings Plan according to conditions of the Employer's policy including amendments that may be made from time-to-time. For employees who are not eligible to contribute to a Registered Retirement Savings Plan due to age requirements, the employer will make an equivalent contribution to a non-registered plan.

ARTICLE 40

TRANSPORTATION

- 40.01 The Employer agrees to make available to the employees a vehicle used solely to provide transportation to and from the worksite. These vehicles shall remain with the employees, whenever reasonably possible, at the Peel River Ferry for the duration of their shift.

ARTICLE 41

REOPENER OF AGREEMENT AND MUTUAL DISCUSSIONS

- 41.01 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.
- 41.02 This Agreement may be amended by mutual consent.

ARTICLE 42

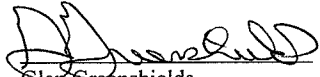
DURATION AND RENEWAL

- 42.01 The term of this Agreement shall be from June 1, 2008 to December 31, 2009.
- 42.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 29, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.
- 42.03 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.
- 42.04 Where notice to commence collective bargaining has been given under Clause 42.03, 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 section 50 of the Canada Labour Code.

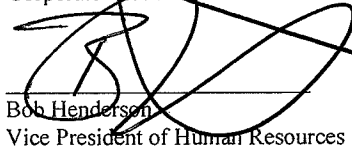
The parties agree to conduct negotiations for the renewal or revision of this Agreement outside of the Operating Season.

Signed this 17th day of June, 2008

For the Employer

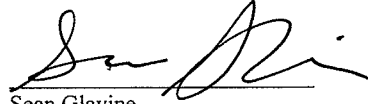


Glen Greenshields
Corporate Vice President

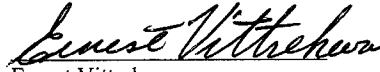


Bob Henderson
Vice President of Human Resources

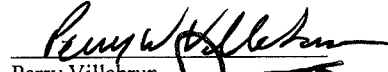
For the Union



Sean Glavine
Negotiator



Ernest Vittrekwa
Member



Perry Villebrun
Member



Jean François Des Lauriers
Regional Executive Vice President
PSAC North

APPENDIX A
RATES OF PAY

Effective 2008 Operating Season

Cable Ferry Operator \$32.45

Deckhand \$25.22

Effective 2009 Operating Season

Cable Ferry Operator \$33.75

Deckhand \$26.23

Letter of Understanding

Between:

The Public Service Alliance of Canada

and:

Mackenzie Valley Construction Limited

Re: Pre and Post Season Work

The Parties agree the following forms part of the Agreement:

The Employer and Union recognize that there is work to be done pre and post season that is not part of the operating of the Ferry.

Employees of the bargaining unit working as Cable Ferry Operators and as Deckhands will be given first opportunity to fill these positions for pre and post-seasonal work. Hiring for this work will be subject to qualifying for the position(s) as determined by the Employer and the Employee must be available and willing to do the work.

The following positions shall be hired to do the pre and post work along with the agreed to rate of pay for that work in the pre and post season:

Leadhand \$25.00 per hour

Helper \$20.00 per hour

All terms and conditions of the collective agreement shall apply to Bargaining Unit members hired through this Letter of Understanding.

Letter of Understanding

Between:

The Public Service Alliance of Canada

and:

Mackenzie Valley Construction Limited

Re: Use of Temporary Employees

The Parties agree the following forms part of the Agreement:

The Employer and Union recognize that there is a need on occasion to accommodate Vacation Leave requests and other types of leave.

An Employee hired to fill in as a Deckhand or as a Cable Ferry Operator shall be paid the rate of pay for that position. All terms and conditions of the Collective Agreement shall apply for the duration of their temporary assignment.