

COLLECTIVE AGREEMENT

Between

Public Service Alliance of Canada

And

**Grizzly Marine Services Ltd.
For the operation of the Louis Cardinal Ferry
and the Abraham Francis Ferry**

December 1, 2009 to November 30, 2014

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE OF AGREEMENT	1
ARTICLE 2 - INTERPRETATION AND DEFINITIONS	1
ARTICLE 3 - RECOGNITION AND HUMAN RIGHTS.....	3
ARTICLE 4 - SEXUAL HARASSMENT	3
ARTICLE 5 - WORKPLACE VIOLENCE.....	4
ARTICLE 6 - APPLICATION	4
ARTICLE 7 - FUTURE LEGISLATION	4
ARTICLE 8 - CONFLICT OF PROVISIONS	5
ARTICLE 9 - STRIKES AND LOCKOUTS.....	5
ARTICLE 10 - MANAGERIAL RESPONSIBILITIES.....	5
ARTICLE 11 - EMPLOYER POLICIES	5
ARTICLE 12 - UNION ACCESS TO EMPLOYER PREMISES	5
ARTICLE 13 - APPOINTMENT OF REPRESENTATIVES	5
ARTICLE 14 - TIME OFF FOR UNION BUSINESS.....	5
ARTICLE 15 - LEAVE FOR UNION OFFICE.....	5
ARTICLE 16 - DUES DEDUCTION	6
ARTICLE 17 - INFORMATION.....	7
ARTICLE 18 - SENIORITY	7
ARTICLE 19 - PROVISION OF BULLETIN BOARD SPACE	8
ARTICLE 20 - STATUTORY HOLIDAYS	8
ARTICLE 21 - VACATION LEAVE	9
ARTICLE 22 - MATERNITY / PARENTAL LEAVE.....	9
ARTICLE 23 - HOURS OF WORK AND OVERTIME.....	9
ARTICLE 24 - PAY	10
ARTICLE 25 - ACTING PAY	10
ARTICLE 26 - VACANCIES, JOB POSTING, PROMOTIONS, AND TRANSFERS	11
ARTICLE 27 - CLASSIFICATION	12
ARTICLE 28 - EMPLOYEE PERFORMANCE REVIEWS	12
ARTICLE 29 - ADJUSTMENT OF DISPUTES.....	13
ARTICLE 30 - LABOUR/MANAGEMENT COMMITTEE.....	16
ARTICLE 31 - SAFETY AND HEALTH	16
ARTICLE 32 - DISCIPLINE	16
ARTICLE 33 - ACCIDENT REPORTING.....	16
ARTICLE 34 - LAY OFF AND JOB SECURITY	17

ARTICLE 35 - DRUG AND ALCOHOL.....	17
ARTICLE 36 - CIVIL LIABILITY.....	17
ARTICLE 37 - PROTECTIVE CLOTHING.....	17
ARTICLE 38 - FOOD ALLOWANCE.....	18
ARTICLE 39 - NORTHERN ALLOWANCE.....	18
ARTICLE 40 - SICK LEAVE.....	19
ARTICLE 41 - REOPENER OF AGREEMENT AND MUTUAL DISCUSSIONS.....	19
ARTICLE 42 - DURATION AND RENEWAL.....	19
APPENDIX – RATES OF PAY.....	24

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 Grizzly Marine Services Ltd. involved in the operation of:
 - (i) the M.V. Louis Cardinal Ferry crossing the Mackenzie River near Tsiigehtchic, Northwest Territories, and
 - (ii) the C.V. Abraham Francis Ferry crossing the Peel River near Fort McPherson, Northwest Territories;excluding the Marine Manager.
 - (d) "Casual Employee" means an employee hired to work for periods of less than an Operating Season. Casual employees shall be entitled to all of the benefits of this Collective Agreement except for Northern Allowance under article 39 and Vacation Leave without pay under article 21.
 - (e) "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.
 - (f) "Employee" means a member of the Bargaining Unit, including casual employees.
 - (g) "Employer" means Grizzly Marine Services Ltd.
 - (h) "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.

- (i) "Leave of Absence" means absence from work, either with or without pay, with the Employer's permission.
- (j) "May" shall be regarded as permissive and "Shall and "Will" as imperative.
- (k) "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.
- (l) "Operating Season" means the period of time each year from the date when the Employer requires employees to attend work, until the date when ferry operations have ceased, and the Employer no longer requires employees to attend work.
- (m) "Probation" means:
 - (i) for an Employee who commences employment at the start of an Operating Season, one Operating Season; or
 - (ii) for an Employee who commences employment after the start of the Operating Season, the one-year anniversary of the date the Employee commenced employment

(the initial probationary period). If an Employee does not successfully complete his initial probationary period the Employer may dismiss the Employee. Employees will be advised by the Employer if they do not complete their initial probationary period.
 - (iii) An employee shall serve a period of four (4) months after the Employer has transferred or promoted the Employee into a different position, except where a Deckhand has been promoted to Cable Ferry Operator.
 - (iv) When an employee is promoted from Deckhand to Cable Ferry Operator, the employee's position of Deckhand shall be held for the duration of the new probationary period. The probationary period shall be thirty (30) calendar days.
- (n) "Marine Manager" means the person or persons assigned by the Employer to be Marine Manager for the Louis Cardinal ferry and/or the C.V. Abraham Francis ferry operations.
- (o) "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.

- (p) "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.
 - (q) "Union" means the Public Service Alliance of Canada as represented by its component 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 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 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 of zero tolerance for workplace violence. The Employer shall post large visible signs at the Ferry crossing and on the Ferry 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.
- 6.02 The Employer and the Union will share equally all costs associated with the printing and distribution of the Collective Agreement. The Employer will facilitate printing and distribution.

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 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 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.

ARTICLE 9 - STRIKES AND LOCKOUTS

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

ARTICLE 10 - MANAGERIAL RESPONSIBILITIES

- 10.01 Except as specifically provided in this Agreement, nothing affects the rights of the Employer to manage the business.

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.

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.

ARTICLE 15 - LEAVE FOR UNION OFFICE

- 15.01 An employee elected as a full-time paid officer of the executive of the Alliance or Union of Northern Workers shall be granted leave of absence without pay 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.

- 15.02 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.
- 15.03 Such Employees shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.
- 15.04 Upon termination of their leave of absence such Employee shall be offered as a minimum the position they held with the Employer before they commence 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 Clause 34.03.

ARTICLE 16 - DUES DEDUCTION

- 16.01 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.
- 16.02 The Union shall inform the Employer in writing of the authorized Membership Fees to be deducted for each Employee within the Bargaining Unit.
- 16.03 For the purpose of applying Clause 16.01, 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.
- 16.04 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.
- 16.05 The amounts deducted in accordance with Clause 16.01 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.
- 16.06 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.

- 16.07 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.
- 16.08 The Employer agrees to identify annually on each Employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.
- 16.09 Notwithstanding Clause 16.05, 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.
- 16.10 Employees on leave of absence for union office shall not accumulate seniority while on leave without pay.

ARTICLE 17 - INFORMATION

- 17.01 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.
- 17.02 The Employer shall indicate which Employees have been hired and those Employees whose employment has been terminated during the period reported.
- 17.03 The Employer shall provide each Employee with a copy of this Collective Agreement.
- 17.04 The Employer agrees to provide each new member of the Bargaining Unit with a copy of this Collective Agreement upon hire.

ARTICLE 18 - SENIORITY

- 18.01 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 2006 Operating Season.
- 18.02 A newly hired Employee shall be on probation for a period specified in 2.01(m). During the probationary period, the Employee shall be entitled to all rights and benefits of this Agreement except where his rights are otherwise limited by this Agreement.
- 18.03 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 19 - PROVISION OF BULLETIN BOARD SPACE

- 19.01 The Employer shall provide bulletin board space in its camp clearly identified for exclusive Union use.
- 19.02 A Representative of the Union shall have the right to give each new Employee an orientation of up to fifteen (15) 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 20 - STATUTORY HOLIDAYS

- 20.01 The following days are Statutory Holidays for Employees covered by this Collective Agreement:
- (a) Victoria Day
 - (b) National Aboriginal Day
 - (c) Canada Day
 - (d) First Monday in August
 - (e) Labour Day
 - (f) Thanksgiving
 - (g) Remembrance Day
 - (h) 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.
- 20.02 Where an Employee is required to work on a Statutory Holiday, the Employee shall be paid at the rate of two times (2 x) the Employee's regular rate of pay for all hours worked during the Statutory Holiday, in addition to the pay set out in Article 16.03.
- 20.03 When an Employee (except for an Employee on lay off) does not work on a Statutory Holiday, the Employee shall be paid the equivalent of the amount which the Employee would have earned at the Employee's regular rate of pay for the Employee's normal hours of work for that day, provided that the Employee has been employed for more than 30 days, and provided that the Employee worked on both the Employee's last scheduled day before the Statutory Holiday and the Employee's first scheduled day of work after the Statutory Holiday.

ARTICLE 21 - VACATION LEAVE

- 21.01 Vacation pay shall be paid bi-weekly at the rate of four (4%) percent for all straight time hours. For employees who have been employed with the Employer for five or more Operating Seasons, vacation pay shall be paid bi-weekly at the rate of six (6%) percent for all straight time hours.
- 21.02 An employee may be scheduled to take vacation leave without pay for at least two (2) weeks during the Operating Season, provided the employee notifies the Employer of the dates of the vacation leave prior to the start of the Operating Season. An employee on vacation leave without pay must vacate his accommodation at the Louis Cardinal Ferry Camp for the duration of the vacation leave without pay.

ARTICLE 22 - MATERNITY / PARENTAL LEAVE

- 22.01 The Employer shall provide maternity and parental leave as provided for in the *Employment Standards Act*.

ARTICLE 23 - HOURS OF WORK AND OVERTIME

- 23.01 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. All employees shall receive two paid fifteen minute rest periods per day.
- 23.02 Employees will be scheduled to work shifts.
- 23.03 The Employer's operation may run on a twenty four (24) hour basis for portions of the Operating Season.
- 23.04 The Employer may reschedule hours of work, provided that the Employees are notified in advance of the rescheduling.
- 23.05 Employees will only be paid for hours worked - they will not be paid if they are late, or if they do not report for work when scheduled.
- 23.06 Nothing in this Agreement constitutes a guarantee of hours.
- 23.07 The Employer's operation depends upon all Employees being present and able to work when scheduled. Absenteeism and lateness may hamper the Employer's ability to provide quality services on time and on schedule. Employees who are absent from work when scheduled may be subject to discipline, up to and including dismissal.

23.08 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.
- (d) "Double time" means twice the straight time rate.

23.09 An Employee who is required to work overtime shall be paid overtime compensation for all overtime worked.

23.10 Overtime shall be compensated as follows:

- (a) at time and one half (1 ½ x) for all hours worked except as provided in Article 23(j)(ii);
- (b) at double time (2 x) for all hours worked in excess of 60 hours per week and on a Statutory Holiday.

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

23.12 All overtime must be approved in advance, in writing, by the Marine Manager.

ARTICLE 24 - PAY

24.01 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.

24.02 Employees shall be paid on every second Friday, subject to a one week hold back. Cheques shall be distributed to Employees at their place of work individually and placed in sealed envelopes.

24.03 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.

ARTICLE 25 - ACTING PAY

25.01 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.

- 25.02 When a Statutory 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.
- 25.03 No employee shall be entitled to acting pay as Senior Captain or Senior Engineer.

Salary Increases

- 25.04 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.
- 25.05 The Employer agrees to pay all retroactive remuneration not later than two months following the month in which this Agreement is signed.
- 25.06 In the event that retroactive pay is not issued in the time allotted in Clause 25.05 above, interest at prime rate will also be paid.

Pay Recovery

- 25.07 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 positions 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 applicants 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 Nothing in this Article shall prevent the Employer from hiring persons outside the Bargaining Unit.

ARTICLE 27 - CLASSIFICATION

- 27.01 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 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 her/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 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.
- 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 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 in advance of his/her right to be accompanied by his/her Representative.

28.07 The Employer agrees that there will be only one file kept for each Employee.

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) dismissal from the Association; and
- (d) 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.

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 (Immediate Supervisor)
- (b) Second Level (Marine Manager)
- (c) 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 late than fourteen (14) calendar days after the date of the action or circumstances giving rise to the grievance.
- 29.09 The Employer shall reply in writing to an Employee's grievance within ten (10) calendar days at the First Level, and within twenty (20) calendar days at the Second Level.
- 29.10 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 25.09 within twenty (20) 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.
- 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.
- 29.14 An Employee may, by written notice to the Marine Manager, withdraw a grievance.
- 29.15 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

- 29.16 Should the grievance not be resolved following the Second Level either party may, by written notice to the other party, refer the matter to arbitration.

- 29.17 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.
- 29.18 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.
- 29.19 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.
- 29.20 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.
- 29.21 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.
- 29.22 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.
- 29.23 The Employer and the Union shall each pay one-half ($\frac{1}{2}$) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.
- 29.24 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 fourteen (14) 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.
- 29.25 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 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 - SAFETY AND HEALTH

- 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.

ARTICLE 32 - DISCIPLINE

- 32.01 When an employee is to be disciplined in writing, 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.
- 33.02 Where an accident is caused by an Employee's negligence, the Employee may be disciplined.

ARTICLE 34 - LAY OFF AND JOB SECURITY

- 34.01 There shall be no lay off of an Employee during the Operating Season except for lack of work or lack of funding.
- 34.02 At the end of the Operating Season, all Employees shall be terminated.
- 34.03 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 M.V. Louis Cardinal Ferry crossing the Mackenzie River, the Employer agrees to rehire any employees employed to operate the M.V. Louis Cardinal Ferry who were terminated at the end of the previous Operating Season.
- 34.04 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 C.V. Abraham Francis Ferry crossing the Peel River, the Employer agrees to rehire any employees employed to operate the C.V. Abraham Francis Ferry who were terminated at the end of the previous Operating Season.
- 34.05 At the end of the Operating Season, all monies owing to an employee, and a Record of Employment will be provided to the employee not later than ten (10) days after the employee's last day of employment.

ARTICLE 35 - DRUG AND ALCOHOL

- 35.01 The Louis Cardinal Ferry Camp, and the Louis Cardinal Ferry are drug and alcohol free. Any employee found in possession of drugs or alcohol at the camp or on the ferry will be subject to discipline up to and including discharge.
- 35.02 The Employer shall establish a drug and alcohol testing policy. The Employer shall consult with the Union concerning that policy before it is implemented.

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 required by law with respect to that action or proceeding.

ARTICLE 37 - PROTECTIVE CLOTHING

- 37.01 The Employer agrees to provide each employee, at the beginning of each Operating Season, with two (2) sets of coveralls. One set of coveralls will be insulated and the other will be a summer set. Captains may choose to receive two (2) shirts, instead of two (2) sets of coveralls.

- 37.02 At the end of each Operating Season, the Employer will reimburse all employees, except casual employees for safety footwear up to a maximum of \$200. To be reimbursed, employees will have to provide receipts showing purchase of safety footwear.
- 37.03 Where the Employer or the Workers' Safety and Compensation Commission determine it necessary, the Employer will provide all employees with safety equipment necessary for the employee to perform his job.

ARTICLE 38 - FOOD ALLOWANCE

- 38.01 Employees who reside at the Louis Cardinal Ferry camp shall be paid a daily food allowance in accordance with the Employer's policy. The daily food allowance shall be:
- (a) 2010 Operating Season – 25.75 per day;
 - (b) 2011 Operating Season – \$26.52 per day;
 - (c) 2012 Operating Season – 27.31 per day;
 - (d) 2013 Operating Season – 28.13 per day; and
 - (e) 2014 Operating Season – \$28.97 per day

ARTICLE 39 - NORTHERN ALLOWANCE

- 39.01 A Northern Allowance shall be applied to all straight-time hours worked by an employee in addition to his/her regular rate of pay. The Northern Allowance shall be:
- (i) For the 2010 Operating Season - \$2.06 per hour;
 - (ii) For the 2011 Operating Season - \$2.12 per hour;
 - (iii) For the 2012 Operating Season - \$2.18 per hour;
 - (iv) For the 2013 Operating Season - \$2.24 per hour; and
 - (v) For the 2014 Operating Season - \$2.31 per hour.
- 39.02 Casual Employees are not entitled to Northern Allowance.

ARTICLE 40 - SICK LEAVE

- 40.01 An employee shall earn sick leave credits at the rate of one and a half (1.5) days for each calendar month for which he receives pay for at least ten (10) days.
- 40.02 Subject to the remainder of this Article, all absences on account of illness on a working day shall be charged against an employee's accumulated sick leave credits on an hourly basis.
- 40.03 An employee requesting sick leave shall provide a medical certificate from a medical practitioner or nurse practitioner where the Employer, in its discretion, has determined that there is a demonstrated and reasonable basis for doing so. Employees who do not produce medical certificates when requested shall not be entitled to sick leave.
- 40.04 Where leave of absence without pay is authorized for any reason, or an employee is laid-off, and the employee returns to work upon expiration of such leave of absence or lay-off, the employee shall retain any unused sick leave credits existing at the time of lay-off or commencement of leave without pay.
- 40.05 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, he shall be granted sick leave in advance to a limit of five (5) days which shall be charged against future credits earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate. If an employee terminates his employment, and at the end of the Operating Season, all unearned sick leave shall be recovered from any monies owing by the Employer to the employee.

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 December 1, 2009 until November 30, 2014. All provisions in this Agreement shall take effect as of the date of ratification of this Agreement, unless another date is specified.
- 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.
- 42.05 The parties agree to conduct negotiations for the renewal or revision of this Agreement outside of the Operating Season. In the event that negotiations are not concluded outside of the Operating Season, negotiations shall only be scheduled on dates when Employees on the Union negotiating committee are not scheduled to work.

APPENDIX
RATES OF PAY

2010 Operating Season

Captain	\$44.41 per hour
Engineer	\$36.99 per hour
Cable Ferry Operator	\$36.99 per hour
Deckhand	\$28.73 per hour

In addition to the above rates of pay, Senior Captain and Senior Engineer, as designated by the Employer, shall receive an additional one dollar (\$1.00) per hour.

2011 Operating Season

Captain	\$45.63 per hour
Engineer	\$38.01 per hour
Cable Ferry Operator	\$38.01 per hour
Deckhand	\$29.57 per hour

In addition to the above rates of pay, Senior Captain and Senior Engineer, as designated by the Employer, shall receive an additional one dollar (\$1.00) per hour.

2012 Operating Season

Captain	\$48.09 per hour
Engineer	\$40.05 per hour
Cable Ferry Operator	\$40.05 per hour
Deckhand	\$31.10 per hour

In addition to the above rates of pay, Senior Captain and Senior Engineer, as designated by the Employer, shall receive an additional one dollar (\$1.00) per hour.

2013 Operating Season

Captain	\$49.41 per hour
Engineer	\$41.15 per hour
Cable Ferry Operator	\$41.15 per hour

Deckhand	\$31.96 per hour
----------	------------------

In addition to the above rates of pay, Senior Captain and Senior Engineer, as designated by the Employer, shall receive an additional one dollar (\$1.00) per hour.

2014 Operating Season

Captain	\$52.07 per hour
Engineer	\$43.37 per hour
Cable Ferry Operator	\$43.37 per hour
Deckhand	\$33.68 per hour

In addition to the above rates of pay, Senior Captain and Senior Engineer, as designated by the Employer, shall receive an additional one dollar (\$1.00) per hour.

Letter of Understanding

The Employer and the Union agree that there is work to be done at each ferry site both pre and post ferry season which is not part of operating the ferry.

Bargaining Unit employees working as Cable Ferry Operators and Deckhands for the C.V. Abraham Francis ferry will be given first opportunity for pre and post ferry season work at the Peel River ferry crossing near Fort McPherson. Hiring for this work will be subject to the employee qualifying for the position(s), as determined by the Employer in its sole discretion. The employee, to be hired, must be available and willing to do the pre and/or post season work.

Bargaining Unit employees working as Captains, Engineers, First Mates and Deckhands for the M.V. Louis Cardinal Ferry will be given first opportunity for pre and post ferry season work at the Mackenzie River ferry crossing near Tsiigehtchic. Hiring for this work will be subject to the employee qualifying for the position(s), as determined by the Employer in its sole discretion. The employee, to be hired, must be available and willing to do the pre and/or post season work.

This letter forms part of the collective agreement.

Dated this _____ day of _____, 2010

GRIZZLY MARINE SERVICES LTD.

**PUBLIC SERVICE ALLIANCE
OF CANADA**

Herbert Blake
President

Jean-Francois Des Lauriers
Regional Executive Vice President North

Donald Andre
Marine Manager

Sean Glavine
Regional Representative

Glenn Tait
Negotiator

James Andre
Bargaining Team Member

Charles Fowler
Bargaining Team Member