

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

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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

