

**AGREEMENT "F"**

**Collective Agreement**

**between**

**Marine Atlantic Inc**

**and**

**The Public Service Alliance of Canada  
Local 80180**

**1 June 2004  
TO  
31 December 2007**

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**ARTICLE 1 – PURPOSE**

- 1.1 The purpose of this Agreement is to maintain a harmonious relationship between Marine Atlantic Inc. the PSAC and the employees and to provide an amicable method of settling any differences or grievances which may arise with respect to matters covered by this agreement.
- 1.2 The provisions of this Agreement apply to the PSAC, employees and Marine Atlantic Inc. and each commits, at all times, to act in good faith.

**ARTICLE 2 – RECOGNITION**

- 2.1 The Employer agrees to recognize the Public Service Alliance of Canada [PSAC] as the sole and exclusive bargaining agent for all persons employed by Marine Atlantic Inc. [MAI] occupying positions covered by the certification order number **8627-U** as issued by the Canadian Industrial Relations Board on June 1<sup>st</sup> 2004 and attached as Appendix C.
- 2.2 For greater clarification and in accordance with 1.1 above an “employee” shall mean a member of the bargaining unit occupying a position specifically listed in Appendix A, as amended either by a Canada Industrial Relations Board decision or by agreement of the parties in accordance with this collective agreement.

**ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.1 Except to the extent provided herein, this Collective Agreement in no way restricts the authority of Marine Atlantic Inc.

**ARTICLE 4 - UNION SECURITY**

- 4.1 Subject to the provisions of this Article, Marine Atlantic Inc. will, as a condition of employment, deduct an amount equal to the monthly membership dues from the pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any monthly period to permit deductions made under this Article, Marine Atlantic Inc. shall not be obligated to make such deduction from subsequent salary. **All** employees, as a condition of employment, must become and remain members in good standing of the Union. For new employees, membership shall commence on the initial date of employment.
- 4.2 For the purpose of applying this Article, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month to the extent that earnings are available.
- 4.3 The PSAC shall inform Marine Atlantic Inc. in writing of the authorized monthly deduction to be checked off for each employee.

- 4.4 The amounts deducted in accordance with clause 4.1 shall be remitted to the Comptroller of the PSAC by cheque no later than the 25th of the month following that in which the deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 4.5
- a) No employer organization, other than the PSAC, shall be permitted to have membership dues and, or, other monies deducted by Marine Atlantic Inc. from the pay of employees in the bargaining unit.
  - b) Employees who are required to maintain payment of dues to another bargaining agent representing other employees in positions at Marine Atlantic Inc. may request that the employer deduct such amount as determined by the appropriate Union, from their pay and remit such amount to that Union unless otherwise informed by the PSAC Local. The employee shall notify the PSAC Local of the details of such arrangement when requested of the Employer.
- 4.6 The PSAC agrees to indemnify and save Marine Atlantic Inc. 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 Marine Atlantic Inc. limited to the amount actually involved in the error.

**ARTICLE 5 - SERVICE DATE**

- 5.1 For the purpose of this Article, service is defined as the length of continuous service with Marine Atlantic Inc., or its previous entities for example, CN Marine. This does not include service with the Newfoundland Dockyard Corporation.
- 5.2 No employee shall be required to perform any substantive work outside the bargaining unit without the employee's consent.

**ARTICLE 6 - STRIKES OR LOCK-OUTS**

- 6.1 There shall be no strikes or lock-outs (as defined in the Canada Labour Code and accompanying regulations) during the life of this Collective Agreement.
- 6.2 If an employee is confronted by a picket line the Employer shall provide security and safe access when requested. The employee shall suffer no loss of their regular pay and benefits to which they would not normally be entitled nor shall they be disciplined when complying with this article.
- 6.3 Employees shall not perform the work of any other persons who are either on strike or locked out.

- 6.4 If employees are prevented from performing their duties because of a strike or lock-out when they are at the premises of another employer, the employees shall suffer no loss of their regular pay and benefits to which they would normally be entitled and will return to their workplace.

**ARTICLE 7 - UNION MANAGEMENT COMMITTEE**

- 7.1 The intention of this Union Management Committee ("UMC") is to encourage and facilitate the effective flow of communication and meaningful consultation between the parties to this Collective Agreement.
- 7.2 The parties agree that Terms of Reference for this Committee will be developed by the UMC within three (3) months of ratification of this Collective Agreement, unless otherwise agreed, and such guidelines shall be subject to amendment by mutual consent only.
- 7.3 The Committee will have the opportunity to provide constructive feed back on the application and review of current Policy and Procedure that may affect conditions of employment or working conditions not governed by this Collective Agreement.
- 7.4 Grievances shall not be dealt with at the UMC under this Article but shall be dealt with in accordance with Article 11 – Grievance and Arbitration Procedure.
- 7.5 The UMC will have no authority to amend or alter this Collective Agreement.

**ARTICLE 8 - INFORMATION**

- 8.1 Marine Atlantic Inc. shall provide the Local with the names, classification, salary and work location of newly appointed employees upon hiring.
- 8.2 The PSAC agrees to supply each employee with a copy of this Collective Agreement. The parties agree to share the cost of printing this Collective Agreement,
- 8.3 As is the present practice, Marine Atlantic Inc. will post on it's WEB site the organization chart as amended from time to time.
- 8.4 As is the present practice, Marine Atlantic Inc. will post on it's Employee Intranet:
  - a) Human Resources Policies
  - b) Benefit Plan summaries

- c) Full text of the Pension Plan for Employees of Marine Atlantic Inc.
- d) Marine Atlantic Inc's Annual Reports

### **ARTICLE 9 - USE OF EMPLOYER FACILITIES**

- 9.1 Reasonable space on bulletin boards in convenient locations will be made available to PSAC for the posting of official PSAC notices. The PSAC shall not post notices, which the Employer acting reasonably could consider adverse to its interests or to the interests of its customers or suppliers. Posting of notices or other materials shall require the approval of the Employer, except notices that relate to the business affairs of the PSAC, including meetings, social events, Such approval shall not unreasonably be with held.
- 9.2 Reasonable quantities of literature of the PSAC may be placed in the location of the bulletin boards.
- 9.3 A duly accredited representative of the PSAC shall be permitted access to the premises of the Employer to assist in the resolution of a complaint or grievance and to attend meetings that are called by management. Permission for such representatives to enter the property shall in each case be obtained by the Local Union representative from the Employer in accordance with Company procedures. Representatives shall follow all safety regulations. Such approval shall not unreasonably withheld.

### **ARTICLE 10 - EMPLOYEE REPRESENTATIVES**

- 10.1 Marine Atlantic Inc. acknowledges the right of the PSAC to appoint or otherwise select employees as representatives.
- 10.2 The PSAC shall determine the union jurisdiction of each representative.
- 10.3 The PSAC shall notify Marine Atlantic Inc. in writing of the name and union jurisdiction of its representatives.
- 10.4 A representative shall obtain the permission of their immediate supervisor before leaving work to investigate employee complaints or process a grievance or undertake any other union business during working hours. Such permission will not be unreasonably withheld. Where practicable, the representative shall report back to their supervisor before resuming their normal duties.
- 10.5 Marine Atlantic Inc. shall ensure that new employees are introduced to a representative of the PSAC, where practicable, on their first day of work.

- 10.6 Marine Atlantic Inc. agrees to provide the President of the Local or designate and the new employee(s), at the time of their orientation, up to one (1) hour to acquaint the newly hired employee(s) with the fact that a collective bargaining relationship exists between the PSAC and the Marine Atlantic Inc. Participants shall not suffer a loss of regular pay to attend such meeting.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

### **Introduction:**

At all times, the employee is encouraged to discuss differences with their immediate management supervisor.

The parties agree that discussions should occur between employees, PSAC representatives and the Employer representatives when problems or differences arise, in an attempt to resolve problems or differences. The following grievance procedure is not intended to preclude any discussion between the employees, PSAC representatives and Employer representatives.

### **Grievance Procedure:**

- 11.1 Any difference concerning the interpretation, application or operation or alleged violation of a provision of this Agreement shall be processed in accordance with the following grievance procedure. Grievances must have the approval and support of the Bargaining Agent as indicated by the signature of a Local PSAC Executive Officer or Steward.
- 11.2 The time limits set out in the Grievance and Arbitration procedures are mandatory and not discretionary. In calculating all time limits, Saturdays, Sundays and designated holidays shall be excluded.
- 11.3 If the time limits set out within this grievance procedure are not complied with by the PSAC, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits. The application of this article shall not constitute an interpretation of the Collective Agreement nor set precedence.
- 11.4 Where a decision is not rendered by the Employer within the designated time limits, unless the parties have mutually agreed, in writing, to extend the time limits, the grievance will be allowed. The application of this article shall not constitute an interpretation of the Collective Agreement nor set precedence.
- 11.5 Employee(s) shall have the right to be represented by their designated PSAC representative at any step of the grievance procedure and the PSAC shall have the right to represent at any step. The PSAC shall be given full opportunity to present evidence and make representations throughout the grievance procedure.



- 11.6 Employee(s) and their designated PSAC representative shall not suffer a loss of regular pay to attend such grievance meeting during their regularly scheduled hours of work. Approval to leave their work must be obtained from their immediate management supervisor, such leave shall not unreasonably be withheld.
- 11.7 The Employer representative may be assisted by a Human Resources representative or another management employee as appropriate.
- 11.8 Any grievance lodged by a representative of the PSAC shall be presented to a person designated for that purpose by the Employer. The Employer shall provide a list of designated persons to the PSAC. The PSAC shall provide a list of designated PSAC representatives to the Employer.

**Step 1:**

- 11.9 Within twenty-five (25) days of the discovery, awareness or occurrence of the incident or matter giving rise to the grievance and failing resolution in the informal complaint stage, the employee and the PSAC representative shall request a meeting to discuss the grievance with their immediate management supervisor who shall provide an answer in writing within fifteen (15) days of the meeting to the grievor with a copy to the designated PSAC representative.

**Step 2:**

- 11.10 Should the written answer given by the immediate management supervisor not be acceptable, a grievance shall be submitted in writing by the grievor and the PSAC stating the nature of the grievance and the article(s) of the collective agreement that has been violated and the remedy sought. This shall be provided to the person designated by the Employer within ten (10) days of the receipt of the written response of the immediate management supervisor. A decision will be rendered in writing to the grievor with a copy to the designated PSAC representative within ten (10) days of the receipt of the grievance.
- 11.11 A grievance involving the discipline, suspension or discharge of an employee may be processed commencing at Step 2 of the Grievance Procedure within twenty-five (25) days of the incident giving rise to the grievance.
- 11.12 The Employer shall have the right to file a grievance. This shall commence at Step 2 of the grievance procedure. Within twenty-five (25) days of becoming aware of a matter giving rise to a grievance, the Employer may submit a grievance in writing to the designated representative of the PSAC, including the nature of the grievance and the article(s) of the collective agreement that has been violated and the remedy sought. A decision will be rendered by the designated PSAC representative in writing to the Employer within ten (10) days of the receipt of the grievance.

- 11.13** Within twenty-five **(25)** days of becoming aware of a matter giving rise to a grievance, the PSAC may submit a policy grievance in writing, including the remedy sought, to the person designated by the Employer at Step **2**.
- 11.14** The parties agree that, by mutual consent only, any grievance that has not been resolved at Step 2 of this procedure may be referred to mediation through the Federal Mediation Conciliation Services program. If the parties agree to proceed to mediation, the time limits in Article **12.2** shall be suspended until such mediation is concluded.

### **ARTICLE 12 - ARBITRATION**

- 12.1** Failing settlement in accordance with Article **11** the dispute arising under the Agreement may be referred by either party to a single Arbitrator for final and binding settlement without stoppage of work.
- 12.2** The request for arbitration must be made in writing by either party to the other within forty **(45)** days from the date the decision was rendered by the Employer in the last step of the Grievance Procedure. If such a request is not made, then the matter will be considered to have been satisfactorily settled and shall not proceed to arbitration.
- 12.3** The Employer and the PSAC shall make every effort to agree on the selection of the Arbitrator within twenty-five **(25)** days after the party requesting arbitration has delivered written notice of submission of the dispute to arbitration. If the parties still cannot agree upon the Arbitrator to be appointed, the Federal Minister of Labour shall be requested to select an Arbitrator, and their selection shall be final.
- 12.4** At the hearing before the Arbitrator, argument may be given orally or in writing, and each party may call such witnesses as it deems necessary.
- 12.5** The Arbitrator shall have all the powers vested in it by the Canada Labour Code. The Arbitrator shall not change, modify or alter any of the terms of this Agreement. However, on the case of discipline, the Arbitrator shall have the power to substitute such other penalties as the Arbitrator deems just and reasonable, including compensation for loss income and benefits.
- 12.6** The Arbitrator shall render a decision that shall be final and binding on the parties, in writing together with his written reasons therefore, to the parties concerned within a reasonable period, as agreed to by the parties.

- 12.7 The Employer and the PSAC shall respectively bear any expenses each has incurred in the presentation of the case to the Arbitrator, but shall equally divide the Arbitrator costs.
- 12.8 The time limits as provided in this Article may be extended by mutual agreement of the parties in writing.

**Expedited Arbitration**

- 12.9 The Parties agree that, by mutual consent only, any grievance may be referred to the following expedited arbitration procedure:
- a) The Arbitrator shall be chosen by mutual agreement between the parties;
  - b) Grievances referred to expedited arbitration must be scheduled to be heard within ninety (90) days from the date of referral, unless the hearing is delayed by mutual agreement between the parties or by the Arbitrator;
  - c) The parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses;
  - d) Whenever possible, the Arbitrator shall deliver the decision orally at the conclusion of the hearing, giving a brief resume of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of the hearing;
  - e) When it is not possible to give an oral decision at the conclusion of the hearing, the Arbitrator shall render it in writing with a brief resume of the reasons. The Arbitrator must render the written decision as soon as possible but at all times within ten (10) days of the date of the hearing;
  - f) The decision of the Arbitrator shall not constitute a precedent;
  - g) Such decisions may not be used to alter, modify or amend any part of the Collective Agreement, nor should any decision be incompatible with the provisions of the Collective Agreement; and
  - h) Such decisions from the expedited format shall be final and binding upon the Parties.

**ARTICLE 13 - SUSPENSION AND DISCIPLINE**

- 13.1 An employee shall be advised of his or her right to have a representative of PSAC present at any formal disciplinary meeting or at any meeting held to investigate alleged misconduct of the employee. The employee will receive a minimum of twenty-four hours notice in writing (including reason(s)) of such meeting.
- 13.2 Prior to the commencement of any formal disciplinary investigation or meeting, the employee under formal investigation and the PSAC representative will be provided with a copy of all written and/or oral evidence which has been recorded and which has a bearing on the employee's involvement. A copy of the employee's own statement shall be provided.
- 13.3 The employee(s) shall be advised of their right to have a union representative present at any meeting to render a formal disciplinary decision.
- 13.4 An employee may be disciplined for just cause. When an employee is suspended from duty, or discharged, the Employer undertakes to notify the employee in writing with a copy to the local PSAC President.

An employee who does not receive the written reason for suspension, or discharge, at the time of his or her suspension, or discharge, shall be deemed suspended with pay until the written notice is delivered to the employee or, when the employee is unavailable, delivered to the Local President.

- 13.5 The investigation file will be placed on the employee's personnel file when a copy has been provided to the employee. It is understood that records in respect to harassment investigation will be maintained in a confidential file. All document(s) or written statement(s) contained in such files may be introduced into evidence provided the document(s) or written statement(s) have been provided to the employee or the PSAC representative in accordance with this article.
- 13.6 If an employee files a grievance against a written reprimand, suspension or discharge in accordance with Article 11, Marine Atlantic Inc. may, in its discretion postpone the imposition of the disciplinary action until the grievance is resolved.

13.7 The following steps outline a system of progressive discipline, or can be individual discipline actions on their own up to and including discharge as may be appropriate to the circumstances of the infraction

Informal:

- verbal warning

Formal:

- written warning
- suspension
- discharge

13.8 In cases of written warning, suspension or discharge, Marine Atlantic Inc. shall provide the Local President with a copy of the disciplinary letter. At the request of the employee, the Local President shall be provided with all evidence relating to this disciplinary action.

13.9 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be removed from the personnel file after twelve (12) months has lapsed since the disciplinary action was taken, provided that no further disciplinary action was recorded during this period.

13.10 Grievances relating to suspension or discharge shall be filed at Step 2 of the grievance procedure.

13.11 Whistleblowing: There will be no retaliation, harassment or discrimination against any employee who in good faith reports possible fraudulent or dishonest conduct.

**ARTICLE 14 - NO VIOLENCE, NO HARASSMENT OR DISCRIMINATION IN THE WORKPLACE**

14.1 The PSAC and Marine Atlantic Inc. recognize the right of employees to work in an environment free from sexual and personal harassment and free from all acts of violence. Marine Atlantic Inc. undertakes to ensure that sexual and personal harassment and violence will not be tolerated in the workplace.

14.2

- a) Sexual harassment is any incident or series of incidents which may cause offense or humiliation to any employee and includes, but is not limited to, unnecessary physical contact, gestures or comments of a sexual nature, the displaying of pornographic material or any conduct that might reasonably be perceived as placing a condition of a sexual nature on any aspect of employment.

- b) Personal harassment is any unwarranted behavior by any person that is directed at **and** is offensive to an individual or endangers an individual's job, undermines the performance of that job or threatens the economic livelihood of the individual. Such behaviour shall include any retaliation against a complainant or witness or anyone who has assisted in the investigation of a complaint. Such behavior may take the form of the application of force, threats, verbal abuse or harassment of a personal nature or racial nature, which demeans, belittles or causes personal humiliation or embarrassment to the recipient(s).
  - c) A violent act is any act in which a person is abused, threatened, intimidated or assaulted in his or her employment. Workplace violence includes, but is not limited to, threatening behaviour, verbal or written threats, harassment, verbal abuse or physical attacks. Talking of violence or joking about violence will not be tolerated.
- 14.3 There shall be no abuse, discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practiced with respect to any employee by reason of age, race, colour, national or ethnic origin, religion, sex, sexual orientation, family status, disability (except where there is *bona fide* occupational requirement), marital status or conviction for which a pardon has been granted.
- 14.4 The parties agree that complaints alleging a breach of this Article must be dealt with by Marine Atlantic Inc. In the event that complaint is not resolved to the satisfaction **of** the parties, the matter may be referred to the Grievance and Arbitration Procedure provided in Articles 11 and 12. In this event, all parties agree that Step 1 of the Grievance Procedure will be waived.
- 14.5 There shall be no discrimination in respect to employment by reason of political affiliation, membership or activity in the PSAC. An allegation of such discrimination is subject to the grievance procedure.
- 14.6 Marine Atlantic Inc. undertakes to ensure that retaliation, harassment or discrimination against any employee who in good faith reports an incident of violence or harassment in workplace **will** not be tolerated.

**ARTICLE 15 -EMPLOYMENT STATUS**

15.1 Full-Time Employees

**A** full-time employee is a permanent employee who is:

- a) normally scheduled to work forty (40) hours per week in accordance with Article 17 Hours of Work.
- and
- b) has completed their probationary period in accordance with Article 16 Probation.

15.2 Seasonal Employees

A seasonal employee is an employee hired primarily for the summer season (normally June 1 Sept 30) and normally scheduled to work 40 hours per week during that season in accordance with Article 17 Hours of Work.

A seasonal employee may be required to work during other periods of the year based on operational requirements, for example during peak periods such as Christmas and Easter. During such periods the employee may be scheduled to work less than 40 hours per week.

15.3 Term Employees

Term employees are employees hired for the purpose of:

- a) replacement of a full-time or seasonal employees who are on leave with or without pay or on a term job opportunity;
- b) short-term assignments;
- c) special projects; or
- d) non-recurring work.

Normally, term employees will be advised in writing of their term of employment when they are hired, Such term if provided may be extended in writing during their period of employment .

The term of employment may be extended beyond two (2) years in the same position following consultation with the Local President.

A qualified, non-probationary employee within this agreement, who applies for a term job opportunity in a position covered by this agreement and is appointed to the term position, will continue to be covered by all provisions of the Collective Agreement and will be returned to their former position upon completion of the term assignment.

**ARTICLE 16 - PROBATION**

- 16.1 All newly hired employees to the bargaining unit shall be considered Probationary employees.
- 16.2 All newly hired employees shall complete a probationary period of nine (9) calendar months or a minimum of one hundred and twenty (120) working days.
- 16.3 A probationary employee shall have at least two (2) performance evaluations completed in accordance with Article 31. One shall be at approximately the mid-point of the probationary period (or sooner, if warranted).
- 16.4 When a probationary employee is terminated, the Employer shall provide a notice in writing to the employee and with a copy to the PSAC Local President or designate.
- 16.5 Where the Employer acted in accordance with the collective agreement the release of a probationary employee for non-disciplinary reasons shall be deemed to have been for just cause.

**ARTICLE 17 -HOURS OF WORK**

- 17.1 For the purpose of this Article:
- a) "day" means a twenty-four (24) hour period commencing at 00:01 hour;
  - b) "week" means
    - (i) a period of seven (7) consecutive days beginning at 00.01 hours Monday morning and ending at 24:00 hours Sunday;
    - (ii) for pay purposes a period of seven (7) consecutive days beginning at 00:01 hour Friday morning and ending at 24:00 hours the following Thursday night.
  - c) except as otherwise provided herein, the normal hours paid per week to be worked shall be forty (40) hours;
  - d) the lunch break for all employees will be provided as close to the mid point of the day or shift as practicable.
  - e) an employee may be granted flexible hours of work subject to Article 17.3.



### 17.2 Hours of Work - Day Workers

- a) For Supervisor Evacuation Equipment, the normal hours of work per day shall be eight (8) consecutive hours of work inclusive of one half hour paid lunch break. The days of work shall be Monday to Friday and days off shall be Saturday and Sunday.
- b) For Plant Maintenance Supervisor, the normal hours of work per day shall be eight (8) consecutive hours of work inclusive of one half hour paid lunch break. The days of work shall be Saturday to Wednesday and days off shall be Thursday and Friday. Subject to operational requirements such as planned work periods, **this** position may be required to work shift work. When shift work is operationally required, the department manager will consult the incumbent and when requested their union representative.
- c) For all other employees (day workers) the normal hours of work per day shall be eight and one half (8 1/2) consecutive hours of work inclusive of one half hour paid lunch break and on half hour unpaid lunch break. The days of work shall be Monday to Friday and days off shall be Saturday and Sunday.
- d) For vacancies and newly created positions hours of work will be scheduled in accordance with operational requirement.

### Hours of Work - Shift Workers

- e) Assistant Terminal Managers (ATM) including Customer Service Supervisors (CSS), the normal hours of work per day shall be eight (8) consecutive hours of work inclusive of one half hour paid lunch break.
- f) The shift schedule shall be established in accordance with operational requirements.
- g) Marine Atlantic Inc. will make every reasonable effort:
  - (i) not to schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift;
  - (ii) to avoid excessive fluctuations in hours of work;
  - (iii) not to schedule more than five (5) consecutive days of work. and
  - (iv) to schedule at least two (2) consecutive days of rest at a time.

- (v) to post schedules of work at least fifteen (15) calendar days in advance of the starting date of the new schedule.
- h) An employee who is a shift worker and whose scheduled hours of work are changed by Marine Atlantic Inc. without forty-eight (48) hours prior notice shall be compensated at the applicable overtime rate for the first full shift worked on the new schedule.
- i) With approval of the employer in accordance with operational requirements and provided sufficient advance notice is given, an employee may exchange shift if there is no increase in cost to the employer. The employee shall be paid as if no exchange had occurred.

### 17.3 Compressed or Variable Hours of Work

- a) Notwithstanding anything to the contrary contained in this Agreement, an employee may request to complete their weekly hours of work in a period other than provided for in the provisions of this Agreement, subject to approval by the department head in accordance with operational requirements.
- b) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation.
- c) The scheduled hours of work may exceed or be less than the employee's regular hours specified by this Agreement. Starting and finishing times, meal breaks shall be determined according to operational requirements and the daily hours of work shall be consecutive.
- d) Such schedules shall provide that an employee's normal work week shall average the weekly hours over a two week pay period.
- e) Whenever an employee's variable hours change or no longer works variable hours, all appropriate adjustments will be made.
- f) Except for clause - Bereavement Leave with Pay, the provisions of this Agreement which specify days will be converted to hours. Where the Agreement refers to a "day", it shall be converted to hours in accordance with the Hours of Work specified in this Agreement.
- g) The provisions in this Agreement relating to the minimum period between the termination and commencement of the employee's next shift shall not apply to an employee subject to compressed or variable hours of work.

**ARTICLE 18 - OVERTIME HOURS**

- 18.1 Subject to operational requirements, Marine Atlantic Inc. shall make every reasonable effort to avoid excessive overtime. In classifications where there are multiple employees, Marine Atlantic will make every reasonable effort to allocate overtime on an equitable basis.
- 18.2 All overtime worked must be approved in advance by the employee's immediate non-union supervisor except in cases of emergency situations. In such situations the employee shall perform the required overtime work and advise the supervisor as soon as reasonably possible.
- 18.3 Time worked in excess of the employee's normal scheduled daily hours either continuous with, before or after the regularly scheduled hours of duty shall be paid after the completion of fifteen (15) minutes at one and one-half (1 ½) times the employee's regular hourly rate wages.
- 18.4 Time worked in excess of the employee's normal scheduled daily hours not continuous with the regularly scheduled hours of duty shall be paid as a call back in accordance with Article 19.
- 18.5 Employees required to work on their assigned rest days shall be paid at one and one half (1 ½) times their regular hourly rate of wages with a minimum of three hours, for which three hours service may be required.
- 18.6 An employee shall be reimbursed for reporting to work in accordance with Article 18.4 and 18.5 by the Employer under this Article:
- (a) for the use of their vehicle in accordance with Article 38.
  - (b) expenses for other means of commercial transportation upon production of receipts.
- Time spent by the employee reporting to work or returning to their residence shall not constitute time worked.
- 18.7 When an employee is required to travel for work outside of their normal base, travel, or wait, outside of their regular hours the employee shall be paid in addition to their regular pay for that day at the straight time rate for all such required hours in travel or required waiting status until they reach their accommodation. For all hours travelled on a day of rest or on a general holiday until their accommodation is reached, the employee shall be paid at time and one half (1 ½) their regular hourly rate. Accommodation is either a Marine Atlantic vessel or other accommodation as approved by the Travel Policy.
- 18.8 All approved overtime shall be compensated with regular wages.

**ARTICLE 19 - CALL-BACK**

- 19.1 If an employee is called back to work by the Employer and returns to work on the employee's day of rest or after leaving the workplace subsequent to a normal work day, the employee shall be paid for all time worked with a minimum of three (3) hours at the rate equal to one and one half times their regular rate of wages.
- 19.2 An employee shall be reimbursed each time they are called back to work by the Employer under this Article:
- (a) for the use of their vehicle in accordance with Article 38.
  - (b) expenses for other means of commercial transportation upon production of receipts.
- 19.3 Time spent by the employee reporting to work or returning to their residence shall not constitute time worked.

**ARTICLE 20 - STANDBY**

- 20.1 There shall be no standby regime unless otherwise agreed by the parties.

**ARTICLE 21 SHIFT PREMIUM**

- 21.1 Effective the first of the month following the date of ratification, employees whose regularly assigned shifts commence between 1600 hours and 0800 hours, will receive a shift premium of fifty (50) cents per hour for all hours worked. Overtime shall not be calculated on a shift premium.

**ARTICLE 22 - PAY ADMINISTRATION**

- 22.1 Employees shall be paid on a bi-weekly basis at the rate of pay to which they are entitled as prescribed in Appendix "B". Marine Atlantic Inc. shall provide the Union Local with an annual statement indicating each employee's actual rate of pay, classification, and position title for their regular position(s) and, if applicable, acting position.
- 22.2 An employee shall be paid the hourly rate prescribed for the position in Appendix "B".
- 22.3 An employee, whose position is reclassified downward and who has yet to be offered a reassignment to a position rated the same as or higher than their current

position, shall receive the negotiated salary increases on the same basis as if they had not been reclassified.

- 22.4 Clause 22.3 does not apply to an employee who obtains a position through the posting procedure which is rated lower than their current position.
- 22.5 Marine Atlantic Inc. may appoint an employee to a position outside the bargaining unit on an acting basis for a period of up to two (2) years, during which time the employee may be returned by Marine Atlantic Inc. to their former position at the rate of pay to which they would have otherwise been entitled within the bargaining unit. The acting appointment may be extended beyond two (2) years following consultation with the Local President to accommodate a temporary vacancy.
- 22.6 When **an** employee is required by Marine Atlantic Inc. to perform the duties of a higher rate classification level in the bargaining unit in an acting capacity and performs those duties for at least one (1) full day the employee shall be paid acting pay calculated in accordance with Appendix "B".

### **ARTICLE 23 -GENERAL HOLIDAYS**

- 23.1 Employees who qualify in accordance with this Article shall be granted a holiday with pay on each of the following general holidays. When a general holiday falls on an employee's rest day, such holiday shall be moved to the normal working day immediately following the employee's rest day.

#### **General Holidays**

New Year's Day

The day after that on which New Year's Day is observed.

Good Friday

Easter Monday (Nova Scotia only)

Victoria Day

Discovery Day (Newfoundland only)

Canada Day

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

- 23.2 If the Government of Canada designates Heritage Day or such other day as a General Holiday, the day so designated by the Government shall be substituted for the day after that on which New Year's Day is observed.

- 23.3** An employee absent without pay on both their full working day immediately preceding and immediately following a designated holiday is not entitled to pay for the holiday except in the case of an employee who is granted leave without pay in accordance with the provisions of Article **26**, Leave With or Without Pay for PSAC or Union Business excluding any leaves for full time office.
- 23.4** In order to qualify for pay for any one of the holidays specified in Article **23.1**, employees:
- (a) Must have been in the service of the Company and available for duty. This clause (a) does not apply to employees who are required to work on the holiday.
  - (b) Must be available for duty on such holiday if it occurs on one of the employees' work days; employees who are required to work on general holidays shall be given an advance notice of seven calendar days, except for unforeseen emergencies of the service, in which case the employees will be notified not later than the completion of the shift of duty immediately preceding the holiday that such services will be required;
- 23.5** Qualified employees whose vacation periods coincide with any of the general holidays specified in Article **23.1**, shall receive an extra days vacation with the pay to which the employee is entitled.
- 23.6** Employees qualified under Article **23.4** and who are not required to work on a general holiday shall be paid eight hours pay at the straight-time rate of the regular assignment.
- 23.7** Employees who are required to work on general holidays shall be paid, in addition to the pay provided in Article **23.6**, at a rate equal to one and one-half times their regular rate of wages for the actual hours worked by them on that holiday with a minimum of three hours for which three hours service may be required. However an employee called for a specific purpose shall not be required to perform routine work to make up such minimum time.
- 23.8** Shifts of duty commencing between 2400 hours on the eve of the general holiday and 2359 hours on the night of the general holiday, both times inclusive, shall be considered as work on that holiday.
- 23.9** All holiday banked time must be utilized or paid out prior to the end of the calendar year following the year in which the time was banked.

**ARTICLE 24 - VACATION LEAVE**

24.1 Vacation and Vacation Pay for the calendar year shall be allotted in accordance with the following table for all employees:

Years of Continuous Employment Relationship with Marine Atlantic at Preceding 31 December	1	4	10	27
Vacation Entitlement	3 weeks	4 weeks	5 weeks	6 weeks

Accumulation factor:

3 weeks

- One day vacation with pay for each 16 2/3 compensated working days in a position covered by this agreement

4 weeks

- One day vacation with pay for each 12 1/2 compensated working days in a position covered by this agreement

5 weeks

- One day vacation with pay for each 10 compensated working days in a position covered by this agreement

6 weeks

- One day vacation with pay for each 8 1/3 compensated working days in a position covered by this agreement

For employees with less than one year of service vacation will be pro rated.

**Note** Vacation entitlement and accumulation factors above are based on 8 hour working days. Appropriate conversion will be made for officers working 12 hours daily.

24.2 Length of continuous employment relationship is not affected by any leave of absences, with or without pay, or lay-off.

24.3 Any vacation granted in accordance with Article 24.1 for which employees do not subsequently qualify will be deducted from their vacation entitlement in the next calendar year. If such employees leave the service for any reason prior to their next vacation, the adjustment will be made at time of leaving.

24.4 Vacation days shall be exclusive of assigned rest days and the general holidays specified in Article 23.1.

24.5 Vacation paid shall be at the rate of wage of the position occupied at the date the vacation is taken.

24.6 Employees terminating employment for any reason at a time when an unused period of vacation with pay stands to their credit shall be allowed vacation calculated to the date of leaving the service, as provided for in Article 24.1 and, if not granted, will be allowed pay in lieu thereof.

- 24.7 Employees who are laid off shall be paid for any vacation due to them at the beginning of the current calendar year **and** not previously taken, **and**, if not subsequently recalled to service during such year, shall, upon application, be allowed pay in lieu of any vacation due them at the beginning of the following calendar year.
- 24.8 Employees who have become entitled to a vacation with pay shall be granted such vacation within a twelve-month period immediately following the completion of the calendar year of employment in respect of which they became entitled to the vacation.
- 24.9 Employees unable to take or complete annual vacation in that year due to illness, injury or vacation that is cancelled by the Company that can not be rescheduled shall upon request have the option to have such vacation carried forward to the following year or receive payment for the remaining balance at the end of the calendar year.
- 24.10 The vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup> inclusive. Applications for annual vacation from employees shall be filed prior to February 1st and in so far as it is practicable to do so, applicants will be allotted vacation during the summer season. Applicants will be advised in February of dates allotted them, and unless otherwise mutually agreed employees must take their vacation at the time allotted. Employees who do not apply for vacation prior to February 1st, shall be required to take their vacation at a time to be prescribed by the Company unless otherwise mutually agreed.
- 24.11 Employees who are assigned to another position after vacation dates are allotted and transfer from the work unit to which assigned when vacation dates were allotted, will be required to take their vacation at a time as locally arranged.
- 24.12 A period of sick leave that has commenced prior to an employees scheduled vacation, those days shall be replaced by sick leave credits/weekly indemnity benefits subject eligibility of those credits or benefits. Vacation shall be rescheduled for a future date as mutually agreed.
- 24.13 Employees who are entitled to vacation shall take same at the time scheduled. If, however, it becomes necessary for the Company to reschedule an employee's scheduled vacation dates, that employee will be paid at a rate of time and one-half the regular rate of wages for all work performed during the scheduled vacation period. The rescheduled vacation with pay to which the employee is entitled will be granted at a mutually agreed upon later **date**. This Article does not apply where rescheduling is a result of Article 24.12.



- 24.14 Every reasonable effort will be made by Marine Atlantic Inc. not to cancel annual vacation leave once approved. If an employee has vacation that is approved in writing and that vacation is subsequently cancelled by Marine Atlantic, causing the employee to lose a monetary deposit on vacation accommodation and or travel and providing the employee does everything reasonably possible to mitigate the loss and it is made known to the employer at the time of notification of cancellation of the vacation that the monetary deposit(s) will be forfeited, the employer will reimburse the employee on production of documentation to validate the financial loss.
- 24.15 Employees are expected to take all their vacation leave during the vacation year in which it is earned.

**ARTICLE 25 - EDUCATION AND CAREER DEVELOPMENT LEAVE AND ASSISTANCE**

- 25.1 Marine Atlantic encourages its employees to increase their level of qualifications and certification applicable to their position or to a position to which they may be assigned.
- 25.2 Where granted, educational leave is without pay. In certain circumstances, an employee may apply for assistance through the Company's Educational Financial Assistance Program, Policy 4-25.
- 25.3 Requests for educational leave are to be considered only when it is known that such leave will not result in undue interruption of Company's operations.
- 25.4 Leave without pay may be granted to an employee having at least one years' compensated service to acquire additional education at a recognized institution where the courses taken are related to the employee's present position or a position they may be assigned.
- 25.5 The length of leave authorized will normally conform to the school term or university year. To be eligible for the consideration for extension for the next term or year, employees when submitting their application for extension for the next term or year, employees must verify that they successfully passed the course requirements of the term or year completed.
- 25.6 An employee may, upon request, continue their Extended Health, Life Insurance and Optional Life Insurance coverage, at their own expense, by making prescribed payments through the Company.

**ARTICLE 26 - LEAVE WITH OR WITHOUT PAY FOR PSAC OR UNION  
BUSINESS**

- 26.1 Marine Atlantic Inc. will grant leave without pay to an employee called as a witness by an Arbitration Board or the Canada Industrial Relations Board. If the employee is called as a witness by the employer, time spent at the hearing shall be considered time worked and the employee shall be paid in accordance with this collective agreement.
- 26.2 Employees on behalf of the PSAC who are required to attend meetings called by Marine Atlantic Inc. will suffer no loss of regular wages and benefits.
- 26.3 Marine Atlantic Inc. will grant leave without pay to an employee who is:
- a) party to the arbitration;
  - b) the representative of an employee who is party to an arbitration.
- 26.4 When operational requirements permit, Marine Atlantic Inc. will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of the PSAC.
- 26.5 Marine Atlantic Inc. will, operational requirements permitting, grant upon reasonable notice leave without pay to a reasonable number of employees selected as delegates to attend Executive Council meetings and conventions of the PSAC and the UCTE, conventions of the Canadian Labour Congress and conventions of the Nova Scotia Federation of Labour or the Newfoundland and Labrador Federation of Labour.
- 26.6 Subject to operational requirements and upon reasonable notice, MAI will grant leave without pay to a reasonable number of employees elected or appointed either to an official position with the Union or as a representative to any Union activity and requiring time off,
- 26.7 An employee who has been elected or appointed to a full-time office of the PSAC, or a Component of the PSAC or the Local shall be entitled, with a minimum of at least one (1) month's notice, to leave without pay for one term for the period during which they are elected or appointed to hold office.

- (a) A full time employee may elect to continue their Employee Benefits and optional coverage (as outlined in the Employee Benefit Booklet) by paying the full cost (100%) of continued coverage.
  - (b) An employee who has been elected or appointed to a full time office of the PSAC, or a Component of the PSAC or the Local may elect to contribute to the Pension Plan. The compensated service shall be constructed based on the actual hours worked by the member for the labour union and shall be based on the lesser of the earnings paid to the employee by the union or the compensation that is constructed based on the position that the employee would have held if they had remained in the active service of the Company.
  - (c) Such an employee shall assume their former position upon expiration of such leave.
- 26.8 Requests for leave without pay for PSAC or Union Business will be made in advance, in writing.
- 26.9 Except for leave granted pursuant to clause 26.7, Marine Atlantic Inc. will maintain salary and benefits for employees on leave without pay pursuant to this Article and the PSAC Local agrees to promptly reimburse Marine Atlantic Inc. for the full cost of payroll cost associated with this leave example salary, benefit and payroll costs.

### **ARTICLE 27 – LEAVES WITH OR WITHOUT PAY**

For the purpose of this Collective Agreement, “*spouse*” means the person the employee is legally married to or the person who they have cohabited with in a conjugal relationship for a continuous period of at least one (1) year.

For the purpose of this Article, “day” shall also mean and be read as “shift”.

#### **27.1 Bereavement Leave**

- a) If a death occurs in the immediate family of an employee, the employee shall be entitled to five (5) working days bereavement leave. Immediate family for the purpose of bereavement leave shall be spouse (including common-law spouse or same sex spouse), child (including step child or ward of the court), grandchild, mother, father, brother or sister.
- b) In the case of the death of a step-parent, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent or relative permanently residing in the employee’s household or with whom the employee resides, the employee shall be entitled to 3 working days bereavement leave.

- c) Bereavement leave shall normally commence on the calendar day following the day of death. If the death occurs when the employee is at work, then the employee shall be granted additional bereavement leave with pay for the remainder of the employee's working day.
- d) Bereavement leave shall be without loss of pay provided the employee has not less than three (3) months cumulative compensated service with the Corporation and shall be paid as if worked for the purposes of holiday entitlement.
- e) Marine Atlantic Inc. may approve alternate requests in individual circumstances to split such leave as long as that leave is in accordance with the above noted entitlements.
- f) If during a period of vacation an employee is bereaved in circumstances which the employee would have been eligible for bereavement leave with pay under a) or b) of this clause, the employee shall be granted bereavement leave and their vacation credits shall be restored to the extent that any concurrent bereavement leave with pay is granted.
- g) Bereavement leave may also include an additional leave of absence without pay of (3) three working days for the purpose of travel.
- h) Marine Atlantic Inc. agrees to consider requests for bereavement leave without pay where cultural traditions create important family relationships not described in this clause.

#### 27.2 **Jury Duty**

Employees who are summoned for jury duty (including jury selection) and are required to lose time from their position shall be paid for actual time lost with a maximum of one day's pay at the straight-time rate of the position for each day lost, less the amount allowed them for jury duty for each such day excluding allowances paid by the court for meals, lodging or transportation, subject to the following requirements and limitations:

- (i) Employees must provide the Company with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (ii) No jury duty pay will be allowed for any day for which employees are entitled to vacation or general holiday pay. Employees who have been allotted vacation dates may terminate their vacation because they are called for jury duty, and will take remaining vacation entitlement at a time mutually agreed by the employee and the Company.

### **27.3 Attending Court**

Employees who lose time by reason of being required to attend court or coroners inquest in cases in which the Company is involved or the employee is involved as a result of their employment with the Company and are required to lose time from their position shall be paid for actual time lost with a maximum of one day's pay at the straight-time rate of the position for each day lost. Necessary expenses will be reimbursed in accordance with Article 38.

### **27.4 Held for Investigation or Company's Business**

Employees held for Company's investigations or Transport Canada investigations and no responsibility is attached to them in connection with the matter under investigation (i.e., not subject to discipline), or on Company's business, on instructions of an official of the Company, will if required to lose time by reason thereof, be paid for lost time. If no time is lost they will be paid from the time required to report until actually released at one and one-half times the hourly rate, with a minimum of two hours. Necessary actual expenses will be allowed upon production of receipts.

### **27.5 Personnel Selection Leave**

Where an employee participates in a personnel selection process for a position with Marine Atlantic Inc., the employee shall suffer no loss of regular pay and shall be considered on leave for that period during which the employee's presence is required for purposes of the selection process including the post-board interview.

### **27.6 Injury-on-Duty /Work-Related Illness Leave**

- (a) An employee prevented from completing their shift due to a bona fide injury sustained while on duty will be paid for that full shift at straight time rates of pay, unless the employee receives Worker's Compensation benefits for the day of the injury, in which case the employee will be paid the difference between such compensation and payment for his full shift.

- (b) An employee injured while on duty or who has an industrial illness or disease arising out of and in the course of the employee's employment with Marine Atlantic, who is on an approved leave of absence and is in receipt of workers' compensation payments for that injury or illness shall be provided the following group benefits:
  - (i) extended health and dental
  - (ii) group life insurance benefits

The above benefits shall be extended at the employee/employer cost-sharing rate, for a period of time commencing the leave of absence and ending the earliest of the following dates:

- (i) The termination of their disability
- (ii) Termination of employment
- (iii) Retirement

#### **27.7 Personal Leave Without Pay**

- a) Subject to operational requirements, Marine Atlantic Inc. may grant an employee a leave of absence of up to six (6) months.
- b) Employees requesting such leave must complete the appropriate form and submit it to their department head. An employee who fails to return to work following such leave of absence, including any agreed upon extension or any other approved leave, shall be considered dismissed unless the employee provides either a reason or a medical certification verifying that the employee was prevented from returning to work due to illness or injury that is acceptable to the employer. Such notice of such reason or medical certification shall normally be provided within 24 hours of the expiry of the leave.

Leave of absence under this Article shall not be granted for the purpose of engaging in **work** outside the Company service, except in cases involving sickness or compassionate reasons, or when made the subject of mutual agreement between the proper officer of Company and the appropriate Representative of the Union.

- b) Unpaid leave granted under this Article shall not be counted;
  - (i) as days/shifts with pay for the purpose of calculating vacation leave; or
  - (ii) as “days/shifts with pay” for the purposes of earning sick leave credits where applicable;

The employee may maintain the cost for coverage of Extended Health, Life and Optional Life Insurance where eligible. The employer will not maintain the cost except as noted in this article.

### **ARTICLE 28 - BULLETIN AND STAFFING PROCEDURE**

- 28.1 a) Bulletins will be issued by Marine Atlantic Inc. as required for all vacancies where replacements are necessary and newly created positions in the Bargaining Unit.
  - b) Marine Atlantic Inc. may establish eligibility lists for specific positions by pre-bulleting positions and selecting candidates in advance. When this occurs, the Union will be notified in writing.
- 28.2 The bulletin shall contain the Requirements and the classification, salary/ salary range of the position. In this Article, “Requirements” means skills, qualifications, abilities and experience and any required license, certification or trades ticket. Marine Atlantic Inc. may consider an applicant with demonstrated abilities and experience in lieu of a Requirement(s) and, in such a case, Marine Atlantic Inc. shall so state on the posting.
- 28.3 The requirements contained in the bulletin shall be fair and reasonable in relation to the vacancy or newly created position.
- 28.4 A copy of the bulletin shall be forwarded to the PSAC Local President prior to the posting.
- 28.5 The bulletin shall be posted for a minimum of fourteen (14) calendar days and the bulletin shall indicate the closing date and applicants are required to submit their application in the manner prescribed on the bulletin no later than 4:00 P.M. on the closing date.
- 28.6 Bulletins will be open to all Bargaining Unit members and will normally be bulletined internally. In the event that there are not internal candidates, then positions will be advertised externally.

- 28.7 The candidates will be evaluated according to the posted requirements. In filling the vacancy or newly created position, the position shall be awarded based on the posted requirements and shall be awarded to the best qualified candidate.
- 28.8 The Company shall normally post within two (2) weeks after the completion of the staffing process, the name of the successful candidate.
- 28.9 All unsuccessful candidates will be advised of the reason(s) why they were not successful in the competition and at their option may discuss their assessment with Marine Atlantic Inc. If requested by the employee, the reason(s) will also be communicated in writing. If requested by the PSAC, in writing, Marine Atlantic Inc. will provide full disclosure of all information relative to their assessment as well as all information relative to the assessment of the successful candidate.

**ARTICLE 29 - JOB CLASSIFICATION**

- 29.1 If a new classification is created within the bargaining unit during the term of this collective agreement, the Employer and the PSAC shall meet to decide on the classification and rate of pay. This shall not prevent the Employer from filling the position(s) during such negotiations.
- 29.2 If the Employer and the PSAC are unable to agree on a classification and rate for the new position(s), the disputed rate and or classification may be referred to the arbitration procedure. Prior to arbitration, by mutual consent only, the dispute may be referred to mediation through the Federal Mediation Conciliation Services program.
- 29.3 The new classification and rate of pay shall be appended to and form part of the collective agreement and any salary adjustment shall be retroactive to the date that the employee(s) was placed in the position(s).

**ARTICLE 30 - STATEMENT OF DUTIES**

- 30.1 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of their position and an organization chart depicting the position's place in the organization.

**ARTICLE 31 - EMPLOYEE PERFORMANCE REVIEW**

- 31.1 a) When a formal assessment of an employee's performance is made, the employee concerned must sign the assessment form in question upon its completion to indicate that only its contents have been read. A copy of the completed assessment form will be provided to the employee at that time.



- b) Marine Atlantic Inc.'s representative (s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one half (½) of the period for which the employee's performance is being evaluated.
- 31.2 Prior to an employee performance review the employee shall be given the evaluation form which will be used for the review, including instructions.
- 31.3 An employee has the right to make written comments to be attached to the performance review form.

**ARTICLE 32 - BREAK IN SERVICE AND EMPLOYMENT**

- 32.1 Service and employment in the bargaining unit will be terminated when an employee:
- a) resigns
  - b) retires;
  - c) is permanently laid off for a period of two (2) years.
  - d) is discharged for just cause;
  - e) abandons their position by failing to report for duty for seven (7) consecutive days/shifts unless the employee provides an explanation for their absence which is satisfactory to Marine Atlantic Inc.

**ARTICLE 33-SENIORITY**

- 33.1 Seniority is the total length of continuous employment by an employee within Company in a full time or seasonal position within the bargaining unit. Employees who commence employment on the same day shall have their seniority determined based on their ranking in the selection process. Seniority shall be used in the choice of vacation in the work section and in the application of lay off and recall.

**ARTICLE 34 - HEALTH, DENTAL, INSURANCE BENEFITS AND SICK  
LEAVE PAYMENTS**

The Company agrees to grandfather members of the Bargaining Unit who occupied a regular full time position as at the 1<sup>st</sup> September 2007 who are named on the attached list at Appendix E for benefits in accordance with Marine Atlantic Inc. Policies in effect as at 1<sup>st</sup> September 2007 for non union management employees for the following:

- a) Sick Leave
- b) Paid Maternity Leave
- c) Long Term Disability
- d) Basic Life Insurance
- e) Extended Supplemental Health and Dental
- f) A D & D

For regular members of the PSAC who are appointed to positions within the bargaining unit after 1<sup>st</sup> September 2007 shall be provided benefits in accordance with the policies for unionized employees for the following:

- a) Weekly Indemnity Benefit
- b) Paid Maternity Leave
- c) Basic Life Insurance
- d) Extended Supplemental Health and Dental
- e) A D & D

The Company will provide the PSAC with the name of the carrier, policy number and or any change in the provisions of the policies noted above.

**Extended Health and Supplementary Health Insurance and Dental Insurance**

Employees commencing employment with the Company after 1<sup>st</sup> September 2007 the Company will cost share 80% Employer and 20% Employee for Extended Supplemental Health Insurance and Dental Care Insurance.

Employees transferring from within Marine Atlantic to positions covered by this collective agreement shall retain their cost sharing arrangement as of the date of transfer.

**ARTICLE 35 - REGISTRATION FEES**

- 35.1 Marine Atlantic Inc. shall reimburse an employee for their payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement of the performance of the duties of their position, or when required by Marine Atlantic Inc.

**ARTICLE 36 - BILINGUAL POSITIONS**

- 36.1 The Company will give the Union a minimum of 4 months notice when a position is initially designated as requiring the ability to speak both official languages.
- 36.2 Provided bilingual employees in regular (non-designated) assignment are available in the areas required at the times required, and such employees are prepared to serve bilingually, formal designation is unnecessary. The Company will only formally designate specific positions when the normal process fails to fulfil its needs.
- 36.3 When the designation of such a position results in a regularly assigned employee being unable to hold a regular assignment, the Company will establish an additional assigned position at equal or superior rate of pay with the same rest days and hours of work, and maintain it for as long as the designated position exists, including successive years for seasonal positions, until there is offsetting permanent attrition, or additional positions, within the assigned group at the location or within the particular service. Attrition for this purpose will include transfers from the group to other regular assignment which may reasonably be expected to provide permanent employment.
- 36.4 When notice is given by the Company to designate new permanent year round positions, the Company will undertake to provide the opportunity for training to a number of employees equal to the number of permanent positions designated. The Company will meet with the Union to determine the specifics which may include the matter of transportation, accommodation and expenses. Employees who elect to undertake training will be committed to apply for and/or to accept bilingual assignments.
- 36.5 When an employee wishes to challenge the results of the employee's proficiency test that was administered by a Marine Atlantic Inc. employee, then the services of a recognized proficiency tester from outside of the organization will be utilized to assess an employee's language proficiency that is required in relation to the job description of the bilingual position.

**ARTICLE 37 - PARKING**

- 37.1 Marine Atlantic Inc. agrees to provide parking for work and/or union-related purposes at their designated workplace and at the terminal locations at no cost to employees.

**ARTICLE 38 - TRAVEL**

- 38.1 Employee(s) required to travel for the purpose of conducting business on behalf of Marine Atlantic Inc. will be provided reasonable reimbursement in accordance with the company's Travel Policy.
- 38.2 Following consultation with the employee(s), Marine Atlantic Inc. reserves the right to determine the timing and means of travel.

**ARTICLE 39 - UNIFORMS**

- 39.1 Marine Atlantic Inc. uniforms and protective clothing will be provided on **an** individual basis in accordance with the provisions of this article to those employees who are required by the Company to wear them on duty. Uniforms and protective clothing will be as follows:

Except as otherwise provided in this article,

- a) Assistant Terminal Managers shall be provided the following uniforms every 24 months:
- i) Two Blazers, four pairs of pants, six shirts and two neckpieces, either a tie or scarf;
  - ii) One Parka;
  - iii) One sweater;
  - iv) Name Tag.

24 months following the initial issue, the employee may elect to have items listed in a) i) allotted at intervals during the 24 month period. This will not result in **an** increase in allocation during the 24 month period.

An initial issue of raingear will be provided. This gear will not fall under the 24 month uniform allotment program and shall be replaced when necessary and **if** returned for replacement.

b) Customer Service Supervisors shall be provided the following uniforms:

- i) On initial issue, one blazer, two pairs of pants, four shirts and two neckpieces, either a tie or scarf;
- ii) One Parka;
- iii) One sweater;
- iv) Name Tag.

An additional blazer, two shirts and two pair of pants will be provided to Customer Service Supervisors in the second year that they are assigned to that position.

Subsequent issue shall be as required and normally not earlier than 24 months.

- i) Employees transferring from one classification to another or one bargaining unit to another will be provided with additional uniform clothing as required, if they request same to meet the allocation in this article.
- ii) Rainwear shall be provided to employees not covered by 39.1 (a) when circumstances are warranted.
- iii) Parkas shall be provided to employees not covered by 39.1 (a) and 39.1 (b) when circumstances are warranted.
- iv) Coveralls shall be provided to employees when circumstances are warranted.
- v) The Company will pay employees, upon presentation of receipts, the cost of necessary dry cleaning of one uniform maximum per month and one outerwear per year.
- vi) When circumstances are warranted, a rebate to a maximum of \$160.00 per twenty four months **(24)** towards the cost of safety footwear excluding HST will be provided, subject to proof of purchase. Footwear must comply with Canada Standards Association (CSA) Standard,
- vii) Uniform clothing that is damaged will be replaced provided that the employee returns the damaged garment to their immediate supervisor unless otherwise agreed.

All items provided remain the property of the Company unless otherwise agreed.

39.2 For other employees not covered by article 39.1, normally the current allotment and distribution of clothing, if required by the company for the employee to fulfil their position will be maintained. Any change to that current allotment and distribution shall be discussed by the employer and the representative of the PSAC Local.

39.3 The parties recognize the role of the Joint Health and Safety Committee with respect to protective clothing and such clothing when required by the employee to perform the specific duties of the job description will be provided and replaced at the cost of the Company.

**ARTICLE 40 - COMPANY POLICY AND PROCEDURES**

- 40.1 Company Policy and Procedures shall not contravene the Canada Labour Code, the Canadian Human Rights Code or the Collective Agreement.

**ARTICLE 41 - AGREEMENT REOPENER**

- 41.1 This Agreement may be amended only in writing and by mutual consent of the Parties.

**ARTICLE 42 - EMPLOYEE'S PERSONNEL FILE**

- 42.1 Upon written request of an employee, and where practicable, the personnel file of that employee shall be made available at reasonable intervals for an examination by the employee in the presence of an authorized representative of Marine Atlantic Inc. Upon request, an employee will be given a copy of the documents requested from their personnel file.
- 42.2 Marine Atlantic Inc. shall maintain only one (1) personnel file for each employee. There shall be no disciplinary document relating to an employee's conduct or performance placed on that file unless a copy of the document has been given to the employee.

**ARTICLE 43 - LETTERS OF UNDERSTANDING: INCORPORATION OF LOUs**

- 43.1.1 All Letters of Understanding attached to this agreement form part of this Collective Agreement.

**ARTICLE 44 DURATION OF AGREEMENT**

44.1 This Agreement, as amended and updated, shall remain in full force and effect until 31 December 2007 and thereafter, subject to four months' notice in writing from either party to this Agreement of its desire to revise, amend or terminate it. Such notice may be served at any time subsequent to 31 August 2007.

Signed at North Sydney this    day of            2007

For Marine Atlantic Inc.

For the Public Service Alliance  
of Canada.

\_\_\_\_\_  
Roger Flood  
President and CEO

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Rhona E. Green  
Vice President Human Resources

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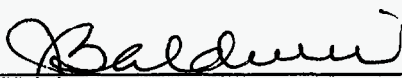
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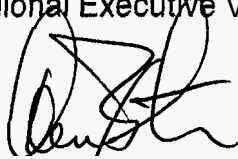
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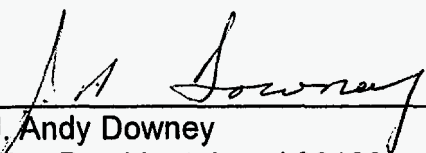
  
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President and CEO

  
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Vice-President Human Resources

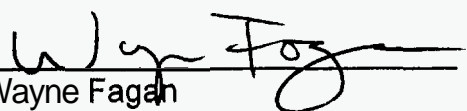
For the Public Service Alliance of Canada


  
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Jeannie Baldwin  
Regional Executive Vice-president - Atlantic

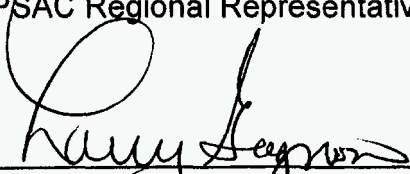
  
\_\_\_\_\_  
Allan Beaton  
President, Local 80180

  
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J. Andy Downey  
Vice-President, Local 80180

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Mabel Ivey  
Secretary, Local 80180

  
\_\_\_\_\_  
Wayne Fagan  
UCTE Regional Vice-President – Atlantic

  
\_\_\_\_\_  
Nancy MacLean  
PSAC Regional Representative

  
\_\_\_\_\_  
Larry Gagnon  
PSAC Negotiator



**Letter of Understanding: Hours of Service - Argentia location**

It is understood that the normal biweekly hours for employees assigned to the classification of Assistant Terminal Manager and Customer Service Supervisor at the Argentia location will be eighty (80) hours. The normal hours of work per day will be eight (8) consecutive hours and shifts will be scheduled to meet the operational requirements of posted vessel sailings and departures for the Argentia location.

The Union agrees to relieve the Employer of those specific requirements of Article 17 which would not allow the flexible schedule for these classifications at the Argentia location.

*Special Provisions for John T. LeRiche while occupying Assistant Terminal Manager, Argentia location:*

- Weekly Living allowance\*
- Reimbursement in accordance with Article 38 for travel to Argentia at the beginning of each season and travel to Port aux Basques at the end of each season
- Reimbursement for one return trip a month in accordance with Article 38 to Port aux Basques from Argentia
- Housing facilities (equivalent to current) will be provided by the Company
- Dial up internet service will be provided

\* The Weekly Living allowance to be increased effective 1 January 2006 by the cost of living allowance. CPI is defined as percentage change in the average annual index published by Statistics Canada (Canada, All items, 1992 = 100%) for the 12 month period ending 31 December of year.

**Letter of Understanding: Life Raft Center - Safety Footwear**

It is understood that employees working in the life raft center are required to have safety footwear for specific use inside that center in addition to safety footwear for when working outside of the center. An allowance to a maximum of \$320 per twenty four (24) months excluding HST will be provided subject to receipts, towards the purchase of safety footwear. Footwear must be CSA approved.

**Letter of Understanding: Split Shifts**

It is understood that two employees in the Port aux Basques location in the classification of Customer Service Supervisor work split shifts. That schedule will continue subject to operational requirements for the life of this agreement. If operational requirements require the implementation to a new work schedule, the Company will consult with the PSAC Local on the transition to that new schedule.

When split shifts are applicable, seven (7) consecutive days of work shall be followed by seven consecutive days of rest. The hours of work shall be eighty (80) hours biweekly and each day is inclusive of a paid lunch break. The daily hours worked shall normally be as follows:

(Dates based on 2006 Calendar)

June to 11 September 2006

Monday	-	1200 to 2400 (12 hours)
Tuesday	-	1300 to 2400 hours (11 hours)
Wednesday	-	0600 to 1100 hours and 1900 to 0200 (12 hours)
Thursday	-	1200 to 2000 (8 hours)
Friday	-	0700 to 1100 and 1630 to 0130 (13 hours)
Saturday	-	1300 to 2400 (11 hours)
Sunday	-	0600 to 0800 and 1400 to 0100 (13 hours)

11 September 2006 to 30 September 2006

Monday	-	0700 to 1600 (9 hours)
Tuesday	-	0600 to 0900 hours and 1500 to 2400 (12 hours)
Wednesday	-	0600 to 0900 hours and 1500 to 2400 (12 hours)
Thursday	-	0600 to 0900 hours and 1500 to 2400 (12 hours)
Friday	-	0600 to 0900 and 1600 to 2400 (11 hours)
Saturday	-	0600 to 0900 and 1500 to 2400 (12 hours)
Sunday	-	0600 to 0900 and 1500 to 2400 (12 hours)

The lunch break will be provided as close to the mid point of the shift as practicable.

The Union agrees to relieve the Employer of those specific requirements of Article 17 which would not allow the above noted schedule to continue for these two employees.

**Letter of Understanding - Hours of Work - Monty Serafinus**

Hours of Work  
Plant Maintenance Supervisor  
Monty Serafinus

It is understood that if Mr. Monty Serafinus returns to work following his leave of absence for sickness that he will resume his work schedule as follows:

- The normal hours of work per day shall be eight (8) consecutive hours of work inclusive of one half hour paid lunch break.
- The days of work shall be Saturday to Wednesday and days off shall be Thursday and Friday.

**Letter of Understanding - Strikes or Lock-Outs**

When it appears evident that another group of MAI employees will either strike or be locked out, the Employer and the Local Executive shall meet to establish protocol for the employees whose duties and responsibilities overlap with employees in the other group(s). Such responsibilities will be limited specifically to securing the safety of passengers and MAI employees; and securing of assets (e.g. cash, equipment) or certain services of the Company (e.g. communication messages).

### **Letter of Understanding Job Evaluation**

Marine Atlantic agrees to implement a job evaluation plan using the Company's current evaluation scheme which is Hay, for classifications covered by this collective agreement. This plan complies with Section 11 of the Human Rights Act. Hay is a nationally recognized company in the field of job evaluation.

The process shall use companies in Atlantic Canada as comparators

The evaluation shall be completed during the term of the collective agreement and any required amendments to a classification rate of pay shall be implemented in the collective agreement commencing 1 July 2005

It is agreed:

- 1) That a joint committee be formed with a maximum of three (3) members being nominated by each party. A quorum shall consist of two (2) members from Marine Atlantic and two (two) members from the Union. Members will have equal status. The PSAC Classification Officer and the representative from the external company may participate as technical advisors but shall not be counted as members of the committee.
- 2) The employees selected as members of the committee shall not suffer loss of regular pay for attendance at meetings. Committee meetings shall normally be scheduled between the hours of 8.00 am and 4.00 pm, Monday to Friday. Any members of the committee who are scheduled to work outside of these hours shall have their hours schedule changed in accordance with the committee's schedule of meetings to ensure time spent at such meetings will be considered as time worked. Should overtime be unavoidable, it must be approved in advance by Marine Atlantic, Inc.
- 3) All members of the Committee shall respect the confidentiality of the proceedings and shall not prematurely release results of the evaluation. Results of the evaluation shall be released simultaneously to all employees in the bargaining unit.
- 4) Disagreements regarding the evaluation of a position shall be referred to a jointly agreed upon neutral third party who shall render a final and binding decision.

**Letter of Understanding Group Benefits :**

The Company agrees to amend the weekly indemnity benefits insurance for members of the bargaining unit who are not grandfathered i.e. commence employment in a position in this bargaining unit following 1 September 2007, the first of the month following notification of ratification of this collective agreement as follows:

The present 41 week benefits will be extended to 52 weeks and the benefit level will be increased to 50% of the employee's weekly wage, For clarification, the additional 11 weeks will be added to the "back end" of the benefit.

**Letter of Understanding:Income Security Agreement :**

The Income Security Agreement dated 25 September 2006 will be appended to the collective agreement and will be effective for all members of the bargaining unit effective 1 September 2007.



**APPENDIX "A" RATES OF PAY**

Effective 1 January 2005 - wages shall be increased by 2 % on all rates of pay in effect 31 December 2004

Effective 1 January 2006 - wages shall be increased by 2.5 % on all rates of pay in effect 31 December 2005

Effective 1 January 2007 - wages shall be increased by 2.5 % on all rates of pay in effect 31 December 2006

There shall be one step wage rate for all classifications.

Non Probationary employees currently not at the maximum wage rate of their classification shall be placed on the maximum rate effective 1 September 2007.

For the Year 2004 – Members of PSAC were provided a 2.77 % increase on all wage rates as at 31 December 2003. MAI is not in agreement to increase this wage award.

**APPENDIX "B" WAGE SCALES**

<b>POSITION TITLE</b>	<b>CURRENT</b>	<b>1-Jan-05</b>	<b>1-Jan-06</b>	<b>1-Jan-07</b>	<b>1-Jan-07 Hourly Rate</b>
	<b>RATE</b>	<b>2%</b>	<b>2.50%</b>	<b>2.50%</b>	
Assistant Manager Hospitality Services	\$ 915.68	\$ 933.99	\$ 957.34	\$ 981.28	\$24.532
Assistant Terminal Manager	\$ 1,093.47	\$ 1,115.34	\$ 1,143.22	\$ 1,171.80	\$29.295
Assistant Terminal Manager Argentia	\$ 1,233.24	\$ 1,257.90	\$ 1,289.35	\$ 1,321.59	\$33.040
Budget Coordinator	\$ 972.20	\$ 991.64	\$ 1,016.44	\$ 1,041.85	\$26.046
Corporate Accountant	\$ 1,171.58	\$ 1,195.01	\$ 1,224.89	\$ 1,255.51	\$31.388
Corporate Accounting Assistant	\$ 955.76	\$ 974.88	\$ 999.25	\$ 1,024.23	\$25.606
Customer Service Supervisor	\$ 972.20	\$ 991.64	\$ 1,016.44	\$ 1,041.85	\$26.046
Employee Services Officer	\$ 1,171.58	\$ 1,195.01	\$ 1,224.89	\$ 1,255.51	\$31.388
Manager Engineering	\$ 1,523.05	\$ 1,553.51	\$ 1,592.35	\$ 1,632.16	\$40.804
Manager Reservation Services	\$ 1,248.66	\$ 1,273.63	\$ 1,305.47	\$ 1,338.11	\$33.453
Manager, Purchasing	\$ 1,118.14	\$ 1,140.50	\$ 1,169.02	\$ 1,198.24	\$29.956
Payroll Supervisor	\$ 955.76	\$ 974.88	\$ 999.25	\$ 1,024.23	\$25.606
Plant Maintenance Officer	\$ 1,212.69	\$ 1,236.94	\$ 1,267.87	\$ 1,299.56	\$32.489
Plant Maintenance Supervisor	\$ 1,063.67	\$ 1,084.94	\$ 1,112.07	\$ 1,139.87	\$28.497
Reservations and Marketing Officer	\$ 1,118.14	\$ 1,140.50	\$ 1,169.02	\$ 1,198.24	\$29.956
Safety Officer	\$ 1,550.07	\$ 1,581.07	\$ 1,620.60	\$ 1,661.11	\$41.528
Senior Buyer	\$ 1,054.42	\$ 1,075.51	\$ 1,102.40	\$ 1,129.96	\$28.249
Senior Purchasing Manager	\$ 1,323.68	\$ 1,350.15	\$ 1,383.91	\$ 1,418.51	\$35.463
Stores Supervisor	\$ 944.46	\$ 963.35	\$ 987.43	\$ 1,012.12	\$25.303
Supervisor Evacuation Equipment	\$ 993.79	\$ 1,013.67	\$ 1,039.01	\$ 1,064.98	\$26.625
Technical Superintendent	\$ 1,852.92	\$ 1,889.98	\$ 1,937.23	\$ 1,985.66	\$49.642
Training Officer/Ombudsman	\$ 1,118.14	\$ 1,140.50	\$ 1,169.02	\$ 1,198.24	\$29.956

**APPENDIX "C" CERTIFICATION**

-2-

**Order No.: 8627-U**

**AND WHEREAS**, the Canadian Merchant Service Guild **does** not contest *the fact* that the applicant union **is** seeking members covered by Board order no. **4832-U** for inclusion in its proposed enlarged bargaining unit;

**AND WHEREAS**, following investigation of the application and consideration of the submissions of the **parties** concerned, the Board has **found** the applicant *to be* a trade union within the meaning of the *Code* and has determined the unit described hereunder to be appropriate for collective bargaining and is satisfied that a majority of the employees of the employer in the unit wish to have the applicant trade union represent them **as** their bargaining agent.

**NOW, THEREFORE**, it is ordered, by majority, by the Canada Industrial Relations Board that the **Public Service Alliance of Canada** be, and it **is** hereby **certified** to be, **the** bargaining agent for a unit comprising:

*"all persons employed by Marine Atlantic Inc. occupying supervisory positions, including those performing supervision of front line staff in the administration, freight and passenger operations, excluding terminal manager, director of Human Resources, general manager, chief comptroller, director of marine services, director of information technology, senior technical manager, corporate accountant payroll, manager corporate accountant, manager hospitality services, marine superintendent and employees covered by other bargaining certificates issued by the Board."*

**ISSUED** at **Ottawa**, this 1st day of June 2004, by the Canada Industrial Relations Board.



Douglas G. Ruck, Q.C.  
Vice-Chairperson

**Reference: File No. 24001-C**

**APPENDIX "D" ADMINISTRATION FUND**

This will confirm that the Company will provide a one time payment of \$5,000 towards administration costs. As agreed, this sum will be deducted from the outstanding monies owing to Marine Atlantic Inc. for maintaining salaries and benefits for members of the PSAC on a leave of absence without pay for PSAC business. Marine Atlantic will issue to the PSAC a revised invoice.

**APPENDIX "E" GRANDFATHERED LIST****Vacation and Group Benefits List of Full Time Employees as at 1 September 2007**

<b><u>Person Code</u></b>	<b><u>First Name</u></b>	<b><u>Last Name</u></b>	<b><u>Assignment Title</u></b>
964037	David	Penney	Corporate Accountant
962833	Gregory	Serroul	Assistant Terminal Manager
963534	James	Gouthro	Assistant Terminal Manager
963730	Karen	Camus	Assistant Terminal Manager
964501	Gerrard	Merrigan	Assistant Terminal Manager
964502	Kristopher	Parsons	Assistant Terminal Manager
964545	Paul	Vardy	Assistant Terminal Manager
780728	Alice	Ings	Assistant Terminal Manager
781998	Alex	MacDonald	Assistant Terminal Manager
787915	Chester	Coffin	Assistant Terminal Manager
789421	Donald	Anderson	Assistant Terminal Manager
963656	Frank	Doucet	Assistant Terminal Manager
963826	John	LeRiche	Assistant Terminal Manager
963646	Heather	Robertson	Corporate Accounting Assistant
964127	Robert	Porter	Assistant-Hospitality Services Manager
788153	Gordon	Taylor	Senior Buyer
783033	Deborah	Freeborne	Budget Co-ordinator
962765	Michel	Gratton	Employee Services Officer
777522	Allan	Beaton	Manager Engineering
776253	Willem	Karreman	Manager Purchasing
780735	M. Elizabeth	Ronayne	Manager Reservation Services
964054	Richard	Rose	Manager Senior Purchasing
964055	Barry	Ferguson	Plant Maintenance Officer
963397	Marisa	MacDonald	Reservations and Marketing Officer
964046	John	Pilgrim	Safety Officer
781360	Monty	Serafinus	Plant Maintenance Supervisor
962948	Wayne	Bushnik	Plant Maintenance Supervisor
789349	Ruth	Smith	Payroll Supervisor
788173	Gregory	Pearce	Stores Supervisor
782978	J. Andy	Downey	Supervisor Evacuation Equipment
964340	Gary	Latimer	Technical Superintendent
780751	Wanda	Harbin	Training Officer/Ombudsman

**APPENDIX "F" SOCIAL JUSTICE FUND**

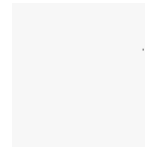
This will confirm that the Company will provide funding to the PSAC in each year of the collective agreement commencing 1 January 2005 1 cent for each straight hour worked during the previous year by members of the bargaining unit. This payment will be provided on an annual basis to the PSAC during September 2007 for 2005, 2006 and **prior** to 30 **April** 2008 for 2007.

**APPENDIX "G" RETROACTIVITY CLARIFICATION**

Employees who are in the service on 1 September 2007 shall be entitled to any amount of compensation that may be due them for time worked subsequent to that date, retroactive to 1 January 2005.

Employees who were in the service on 1 January 2005 and subsequently terminated prior to 1 September 2007 shall be entitled to any amount of compensation that may be due them for time worked during that period. For this group any retroactive adjustment will not result in a recalculation or adjustment to vacation payout, or pension payments.

Except as otherwise indicated herein, the terms of the Memorandum of Settlement shall be effective on the 1 September 2007.



**APPENDIX H - INCOME SECURITY AGREEMENT**



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## **DEFINITIONS**

For the purposes of this Agreement the following terms will be defined as follows:

ELIGIBLE EMPLOYEE - an employee of the Company represented by one of the Organizations signatory hereto who is eligible for benefits pursuant to the eligibility requirements of Articles 2 or 4.

BASIC WEEKLY RATE - the Basic Weekly Rate of pay applicable to the position held at the time of change. (Hourly rated employees, 40 x the basic hourly rate; seasonal and spare employees, 80 percent of average weekly earnings over the eight weeks preceding layoff.)

ELIGIBILITY TERRITORIES - those territories as described in Appendix "A".

### CUMULATIVE COMPENSATED SERVICE -

- (i) one month of Cumulative Compensated Service which will consist of 21 days or major portion thereof.
- (ii) Twelve months of Cumulative Compensated Service shall constitute one year of Cumulative Compensated Service calculated from the last date of entry into the Company's service as a new employee. For partial year credit, six or more months of Cumulative Compensated Service shall be considered as the major portion thereof and shall be counted as a year of credit towards computation of severance or layoff benefits. Service of less than six months of Cumulative Compensated Service shall not be included in the computation.
- (iii) For an employee who renders compensated working service in any calendar year, time off duty, account bona fide illness, injury, authorized maternity leave, to attend committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding a total of 100 days in any calendar year, shall be included in the computation of Cumulative Compensated Service.

## **ARTICLE 1 GENERAL**

- 1.1 The purpose of this Income Security Agreement is to provide the benefits provided herein in order to assist employees who are laid off or are affected by a technological, operational or organizational change.
- 1.2 Except as otherwise provided in this Agreement, should any dispute arise respecting the meaning, interpretation, application, administration or alleged violation of this Agreement, such dispute shall be progressed in accordance with the provisions of the applicable collective agreement commencing at the final step of the grievance procedure.
- 1.3 The parties agree that it is their intent that Supplemental Unemployment Benefits be paid only for temporary periods (the specific duration being set out in the provisions of this Agreement). Employees in receipt of SUB continue their employment relationship with the Company, retain their seniority rights, and are required to accept temporary or permanent assignments as provided in this Agreement or become disentitled to such benefits. Article 5 notices reflect permanent changes. Lay-offs therefore are indefinite; however, they may be temporary since employees retain their seniority and are subject to recall to work in accordance with the provisions of their collective agreement.
- 1.4 Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- 1.5 Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the **plan**.

## **ARTICLE 2 WEEKLY LAYOFF BENEFITS AND SEVERANCE PAYMENTS**

### Benefit Accumulation - Layoff Payments

- 2.1 (a) For each year of Cumulative Compensated Service (or major portion thereof) an employee will be allowed a gross layoff benefit credit of five weeks for each such year.

Note: In arriving at net layoff benefits available for an employee, any previous layoff payments made under the provisions of previous Agreements of similar purpose and Article 2 of this Agreement must be taken into account on a "weeks of benefits paid" basis. For example, if an employee with 10 years cumulative compensated service was laid off under the provisions of this Agreement, he would be treated as follows:

Gross weeks of layoff benefits

entitlement - 10 (yrs) x 5 (weeks)	<u>50 weeks</u>
Less weeks of layoff benefits paid under the provisions of previous Agreements and Article 2 of this Agreement	<u>10 weeks</u>
Net Layoff Benefit available	<u>40 weeks</u>

(b) Except as provided in Article 2.3 of this Agreement, an eligible employee who is laid off, and whose layoff benefit credit is reduced due to weekly layoff benefit payment being made during the period of layoff in accordance with Article 2 of this Agreement, will, on recall, accumulate layoff benefit credits in accordance with the above provisions.

2.2 The above layoff benefit will apply until such time as the employee has completed twenty (20) years of Cumulative Compensated Service, when the following maximum layoff benefit will apply:

<u>Yrs. of Cumulative Compensated Service</u>	<u>Maximum Period for Which Weekly Benefits are Payable For Each Period of Layoff</u>
20 years or more but less than 24 years	3 years
24 years or more but less than 28 years	4 years
28 years or more	5 years

2.3 An employee who at the beginning of the calendar year has completed 11 years of Cumulative Compensated Service and subsequently receives weekly benefits due to layoff in accordance with the provisions of Article 2 of this Agreement shall, upon return to service after termination of layoff, be credited with the accumulated layoff benefit weeks he had to his credit at the time of layoff.

2.4 (i) An employee who is not disqualified under Clause (iv) hereof, shall be eligible for a benefit payment in respect of each full week of seven consecutive calendar days of layoff (herein called "a claim week") or to a severance payment provided he meets all of the following requirements:

- (a) He has two years or more of continuous employment relationship at the beginning of the calendar year in which the period of continuous layoff in which the claim week occurs began (calendar year shall be deemed to run from January 1st to December 31st);
  - (b) For weekly layoff benefit payment a continuous waiting period of seven days in the period of layoff has expired. Each period of layoff will require a new seven-day waiting period in order to establish eligibility for weekly layoff benefits, except that once an employee has been on layoff for more than seven days, and is recalled to work for a period of less than ninety calendar days, such employee will immediately become eligible for weekly layoff benefits upon layoff within such ninety days. An employee may claim weekly layoff benefits under this paragraph pending expiration of the 30-day waiting period provided in paragraph (c) in respect of severance payment;
  - (c) For severance payment, a continuous waiting period of thirty calendar days in the period of layoff has expired except that if an employee, during such waiting period, is recalled to work for a total of less than five working days this said 30-day waiting period will not be interrupted as a consequence thereof. Each period of layoff will require a new 30-day waiting period in order to establish eligibility for a severance payment except that once an employee has been on layoff for more than thirty calendar days, and is recalled to work for a period of less than ninety calendar days, such employee will immediately become eligible for a severance payment upon layoff within such ninety days;
  - (d) He has made application for benefits in the prescribed form;
  - (e) He has exercised full seniority rights on his Eligibility Territory, except as otherwise expressly provided in Clause (iv), paragraphs (b) and (c) of this Article 2.4.
  - (f) He must apply for and must be in receipt of unemployment insurance benefits to receive Supplemental Unemployment Benefits under this Agreement.
- (ii) Notwithstanding any other provision in this Agreement, if upon the effective date of resignation from the Company's service an employee is eligible for an early retirement pension, he will not be eligible for a severance payment.

- (iii) An employee who, on being laid off, does not qualify under paragraph (a) of Article 2.4(i) shall, if still laid off in the next calendar year, qualify under said paragraph (a) if at the beginning of said next calendar year he has two years of continuous employment relationship. The seven-day waiting period and the thirty-day waiting period provided for in paragraph (b) and paragraph (c), respectively, of Article 2.4(i) shall commence from the 1st day of January of that year.
- (iv) Notwithstanding anything to the contrary in this Article, an employee shall not be regarded as laid off:
  - (a) during any day or period in which his employment is interrupted by leave of absence for any reason, sickness, injury, disciplinary action (including time held out of service pending investigation) failure to exercise seniority (except as otherwise expressly provided for in Clause (iv)(b) of this Article 2.4), retirement, Act of God, including but not limited to fire, flood, tempest or earthquake or a reduction or cessation of work due to strikes by employees of the Company;
  - (b) during any interval between the time that he is recalled to the service of the Company after a period of layoff, and the time at which he actually resumes work during any waiting period provided for in the relevant collective agreement; except that an employee who does not, as a consequence of the foregoing, return to service on the day work is available shall be governed by the provisions of Article 2.6 of this Agreement, on the same basis as if he had returned to work on the date such work became available;
  - (c) if he declines, for any reason, other than as expressly provided for in Clause (iv)(b) of this Article 2.4, recall to work on his Eligibility Territory in accordance with the seniority provisions of the relevant collective agreement;
  - (d) in respect of any period in which he is receiving other payments of any kind or nature directly from the Company, except as otherwise expressly provided in Article 2.6;
  - (e) during any recognized period of seasonal layoff as defined in Article 7;
  - (f) after his dismissal from the service of the Company.

Claims Procedure

2.5 An Eligible Employee, as defined in Article 2.4 may, at the expiration of the seven-day waiting period specified in paragraph (b) of Clause (i) of said Article 2.4, make application to a designated officer for a weekly layoff benefit as follows:

- (a) Employees with TWO or more years of continuous employment relationship and LESS THAN TWENTY YEARS' Cumulative Compensated Service:
  - (i) A weekly layoff benefit for each complete week of seven calendar days laid off following the seven-day waiting period referred to in Article 2.4 of an amount that, when added to unemployment insurance benefits and/or outside earnings in excess of those allowable under unemployment insurance for such week, will result in the employee receiving 80 per cent of his basic weekly rate at time of layoff.
  - (ii) During any week following the seven-day waiting period referred to in Article 2.4 that an eligible employee is not eligible for unemployment insurance benefits account eligibility for such benefits having been exhausted or account such employee not being insured for unemployment insurance benefits, or account unemployment insurance waiting period, such employee may claim a weekly layoff benefit for each complete week of seven calendar days laid off of the maximum unemployment insurance weekly benefit currently in force or such lesser amount that when added to the employee's outside earnings for such week will result in the employee receiving 80 per cent of his basic weekly rate at time of layoff.
  - (iii) Weekly layoff benefits provided for under Article 2.5 shall cease when an Eligible Employee has exhausted the benefit accumulation as specified in Article 2.1.
- (b) Employees with TWENTY OR MORE YEARS of Cumulative Compensated Service:
  - (i) A weekly layoff benefit for each complete week of seven calendar days laid off following the seven-day waiting period referred to in Article 2.4 of an amount that, when added to unemployment insurance benefits and/or outside earnings in excess of those

allowable under unemployment insurance for such week, will result in the employee receiving 80 per cent of his basic weekly rate at time of layoff.

- (ii) During any week following the seven-day waiting period referred to in Article 2.4 that an eligible employee is not eligible for unemployment insurance benefits account eligibility for such benefits having been exhausted or account such employee not being insured for unemployment insurance benefits, or account unemployment insurance waiting period, such employee may claim a weekly layoff benefit for each complete week of seven calendar days laid off of an amount that when added to outside earnings will result in the employee receiving 80 per cent of his basic weekly rate at time of layoff.

- (c) It shall be the responsibility of the employee to report *for* each week for which he is claiming a weekly layoff benefit under this Agreement any amounts received from the **Department of Human Resources and Social Development** in respect of such week, as well as any wages earned during such week while employed outside the Company. In the event an employee does not report all such outside earnings for any particular week, this will be interpreted as notice from him that his outside earnings for such week are the same as those for the previous week.

2.6 No weekly layoff benefit will be made for parts of a claim week as defined in Clause (i) of Article 2.4 except that:

- (a) Recall not covered by Article 2.6 (b) below

An employee who has qualified for weekly layoff benefits in accordance with Clause (i) of Article 2.4 and who returns to work for part of the last claim week and thereby receives earnings from the Company in that last claim week may make application for a partial weekly layoff benefit which, when added to the earnings received in that week and to unemployment insurance benefits and/or outside earnings in excess of those allowable under unemployment insurance for such week will result in the employee receiving 80 per cent of his basic weekly rate at time of layoff.

- (b) Temporary recall for less than five working days



An employee who has qualified for weekly layoff benefits in accordance with Clause (i) of Article 2.4 will not have his weekly benefit payment reduced for any claim week during which he returned to the service temporarily for less than five working days.

Example of Payment for Part Week on Recall

2.7 Assume that an employee with a rate of \$12.50 per hour (\$100.00 per day, \$500.00 per week) is laid off Friday, February 8, 1985 (last day worked February 7th) and recalled to work Wednesday, March 17th, 1985. This is 41 days, or 5 weeks and 6 days.

For the purpose of this illustration the employee's Income Security claim week is Friday to Thursday, and the unemployment insurance claim week is Sunday to Saturday.

In these circumstances the employee's benefit entitlement would be as follows:

I.S. Claim Week 1 -

Nil (waiting period)

I.S. Claim Week 2 -

(i) employee with less than 20 years of service

- unemployment insurance maximum - \$276 (from I.S.)

(ii) employee with 20 or more years of service

- 80% of basic weekly rate at the time of layoff  
(80% x \$500) - \$400 (from I.S.)

I.S. Claim Week 3, 4 & 5 -

80% of basic weekly rate at the time of layoff:

(80% x \$500) -

\$400(\$276 unemployment insurance and \$124 from I.S.)

Last I.S. Claim Week

(March 8 - March 14, 1985, inclusive)

For unemployment insurance purposes, employee works 2 days, (March 14 and 15 - both of which days fall in one unemployment insurance claim week) - earnings

- \$200.00

-	Deduct unemployment insurance allowable earnings (25% of employee's unemployment insurance entitlement of \$276)	-	<u>\$ 69.00</u>
-	Net earnings for unemployment insurance purposes	-	\$131.00
-	Unemployment insurance entitlement during last I.S. Claim Week (\$276 - \$131)	-	\$145.00
	In order to make up the 80% of his Basic Weekly Rate during the last Income Security Claim Week - i.e., \$400, the employee would receive:		
-	One days' wages for Thursday, March 14, the last day of the I.S. Claim Week	-	\$100.00
-	Unemployment Insurance entitlement		\$145.00
	From Income Security		<u>\$155.00</u>
			-
	Total		<u>\$400.00</u>

Benefit Accumulation - Severance Payment

2.8 (a) For each year of Cumulative Compensated Service or major portion thereof, an employee will be allowed credit weeks as follows:

Employees with less than five years	one week's basic weekly pay for each year of Cumulative Compensated Service.
Employees with five or more years	two weeks' basic weekly pay for all years of Cumulative Compensated Service.

- (b) (i) An employee choosing to sever within the first week following lay-off would be entitled to the full severance as provided by the above severance formula.
  - (ii) An employee choosing to sever between the eighth day and the thirtieth day following lay-off would be entitled to 80% of the above determined severance if such employee has less than eight years of service, or 95% if such employee has eight or more years of service.
  - (iii) An employee choosing to sever in the second or any subsequent month following lay-off will have his/her severance entitlement further reduced for each additional month by 15% if such employee has less than eight years of service, or 3% if such employee has eight or more years of service.
- (c) An employee eligible for a severance payment who resigns and who at a later date will become eligible for an early retirement pension under the Company pension rules shall be entitled to receive the lesser of:
- (i) his severance payment entitlement under this Agreement; or
  - (ii) a lump sum amount equal to the basic pay he would have earned had he worked until eligible for an early retirement pension. The basic pay is to be calculated at the employee's Basic Weekly Rate in effect at the time of his resignation.
- (d) An Eligible Employee may, upon submission of formal resignation from the Company's service, claim a severance payment as set forth above but such severance payment shall not in any event exceed the value of one and one-half years' salary at the Basic Weekly Rate of the position held at the time he was laid off. Such severance payment may be claimed by an Eligible Employee at any time during his period of layoff following the thirty-day waiting period provided that he has not been eligible for work or has not been recalled to service prior to the time such claim is made.

Special Provisions for Employees with 20 Years or More of Cumulative Compensated Service

- 2.9 (i) An employee with 20 years of Cumulative Compensated Service who, in any calendar year, is laid off and unable to hold work on his Eligibility Territory shall, upon return to work, count the period of layoff, up to a maximum of 100 days in any such calendar year from 1976 on, towards the qualifying period for vacation in the ensuing years; such period of layoff in one year shall, upon return to work, also count as service for determining the vacation entitlement in the

following year. Layoff days credited for vacation purposes shall not be used in any other manner to obtain additional credit.

- (ii) An employee with 20 years of Cumulative Compensated Service who is laid off and unable to hold work on his Eligibility Territory will have his group life insurance continued during the period for which the employee is in receipt of weekly layoff benefits.
- (iii) An employee with 20 years of Cumulative Compensated Service who is laid off and unable to work on his Eligibility Territory, in a province where Medicare premiums are required, the Company will pay the Medicare premiums but up to the amount of the maximum Medicare allowance provided under the existing collective agreements, up to a maximum period of two years from date of layoff.

2.10 Any agreement reached between the parties will not be valid in respect of benefits under this Agreement unless approved by the **Department of Human Resources and Social Development** on the basis that no deductions will be made from the Government unemployment insurance payments by reason of supplemental unemployment benefits. Notwithstanding anything contained in this Agreement, no Eligible Employee will receive for any week a layoff payment under this Agreement in excess of that which can be allowed the employee without any reduction in his unemployment insurance payment.

2.11 An employee who is on layoff on the effective date of this Agreement and not receiving weekly layoff benefits but who now qualifies for benefit payments in accordance with the terms of this Agreement shall be entitled to claim weekly layoff benefit payments for the period of layoff subsequent to the date such claim is received by the designated Company officer providing such claim is submitted within sixty calendar days of the effective date of this Agreement. The period of continuous layoff immediately prior to the date claim is received by the designated Company officer shall be applied to the waiting period defined in Article 2.4 (i)(b). Such employee who fails to file a claim within sixty calendar days of the effective date of this Agreement **will** forfeit his right to any benefit payments unless subsequently returned to work and again laid off.

2.12 Effective 1 September 1996, employees who are in receipt of Weekly Layoff Benefits will have their Extended Health Care Benefits and Life Insurance continued during periods of lay off while in receipt of Weekly Layoff Benefits.

**ARTICLE 3 TRAINING OF EMPLOYEES**

3.1 An employee who has two or more years of Cumulative Compensated Service and:

- (a) has been laid off or who has been advised that he may be laid off and who is, or will be, unable to hold other work in the Company because of lack of qualifications, or,
- (b) will be adversely affected by a notice served pursuant to Article 5 of this Agreement requiring an employee to relocate or suffer a substantial reduction in his rate of pay, will be considered for training for another position within or without his seniority group, providing he has the suitability and adaptability to perform the duties of that position and provided he has indicated a willingness to work in the job for which he may be trained whenever vacancies exist.

3.2 At the option of the Company such training may be:

- (a) at training classes conducted by qualified Company personnel;
- (b) at classes conducted by an approved training agency.

The type of training for which an employee may apply must:

- (i) qualify the employee for a recognized Company position;
- (ii) offer a likelihood of employment in the Company on completion of the training period in a position for which the employee has been qualified; or
- (iii) in the case of employees with 20 or more years of cumulative compensated service, include the possibility of qualifying the employee for employment within or without the Company.

3.3 An employee will receive 80 per cent of the Basic Weekly Rate of his last job classification during his period of training. In addition, he will be provided for the training period with books, equipment, tools and allowed other necessary supplementary expenses associated with the training program.

- 3.4 Should the employee be recalled from layoff before the scheduled completion of training, the employee will be allowed to complete the program without forfeiture of pay or seniority rights.
- 3.5 Notwithstanding any agreement to the contrary, the Company may require an employee who has completed a training program to take a position for which he has been trained.
- 3.6 In addition the Company, where necessary and after discussion with any Union signatory to this Agreement, **will** provide classes (after work or as arranged) to prepare present Company employees for upgrading, adaptation to technological change and anticipated new types of employment in the Company. The cost of such retraining will be borne by the Company.
- 3.7 Upon request, the subject of training of an employee or groups of employees under any of the above provisions shall be discussed by the appropriate officers of the Union and the Company either prior to or at the time of layoff or at the time of the serving of the notice pursuant to Article 5 or as retraining under Article 3.6 is considered. Any unresolved differences between the parties concerning the usefulness of training for future Company service, the necessity for retraining, or the suitability and adaptability of an employee for training, may be progressed to arbitration in accordance with the provisions of the appropriate collective agreement.

## **ARTICLE 4 RELOCATION EXPENSES**

### Eligibility

- 4.1 To be eligible for relocation expenses an employee:
- (a) must have been laid off or displaced, under conditions where such layoff or displacement is likely to be of a permanent nature, with the result that no work is available at his home location and, in order to hold other work in the Company, such employee is required to relocate; or
  - (b) must be engaged in work which has been transferred to a new location and the employee moves at the instance of the Company; or
  - (c) must be affected by a notice which has been issued under Article 5 of this Agreement and he chooses to relocate as a result of receiving an appointment on a bulletined permanent vacancy which at the time is not subject to notice of abolishment under Article 5 of this Agreement

and such relocation takes place in advance of the date of the change, provided this will not result in additional moves being made,

- 4.2 In addition to fulfilling at least one of the conditions set forth above, the employee:
- (a) must have two year's cumulative compensated service; and
  - (b) must be a householder, i.e., one who owns or occupies unfurnished living accommodation. This requirement does not apply to Articles 4.5, 4.6, 4.7 and **4.10**; and
  - (c) must establish that it is impractical for him to commute daily to the new location by means other than privately-owned automobile.

#### Relocation Benefits

- 4.3 Payment of door-to-door moving expenses for the eligible employee's household goods and his automobile including packing and unpacking, insurance and up to one month's storage; the mode of transportation to be determined by the Company.
- 4.4 An allowance of up to \$750 for incidental expenses actually incurred as a result of relocation.
- 4.5 Reasonable transportation expenses from his former location to his new location by rail, or if authorized, by bus or employee-owned automobile, and up to \$185 for an employee without dependents, and that an additional amount of \$75 will be paid for each dependent for meals and temporary living accommodation. Receipts will be required for rail and bus transportation.
- 4.6 Upon authorization, an employee may drive his automobile to his new location at an allowance per mile (or kilometer) as specified in the Collective Agreement.
- 4.7 In order to seek accommodation in his new location and/or to move to his new location, an employee will be allowed a continuous period of leave up to one week (seven consecutive calendar days). Payment for such leave shall not exceed one week's pay at his Basic Weekly Rate.
- 4.8 (a) Reimbursement for full loss sustained on the sale of a relocating employee's private home (or for a home for which he has contracted to purchase prior to the date of notice provided pursuant to Article 5 of this Agreement) which the employee occupied as a year- round

residence, Loss sustained is determined as the difference between the value determined at the outset plus any real estate agent and legal fees, including those legal fees and, if applicable, the land transfer tax established by the city or municipality on purchase of a home at the new location, and the amount established as the selling price in the deed of sale.

- (b) The procedure to be followed in respect of determining the loss, if any, on the sale of a home is described in Article 4.12.
- (c) An Eligible Employee who desires to sell his house and receive any benefit to which he may be entitled under Article 4.8 must advise the Company's officer concerned accordingly within twelve months of the date the initial change takes place. No employee shall be entitled to any claim under Article 4.8 if the house is not listed for sale within sixty days of the date of the final determination of value and thereafter the house continues to be listed for sale. Any claim for reimbursement under Article 4.8 must be made within twelve months of the final determination of value.
- (d) If an employee who is required to relocate to hold employment does not wish to move one's household to the new work location, the employee may, at the time of the change, opt for a lump sum payment. Such lump sum payment shall be mutually agreed upon by the parties and will be no less than the value of all contractual relocation benefits other than those provided for in Articles 4.8, 4.10 and 4.11. The lump sum payment shall be paid to the employee, so long as the employee remains at the new location, in equal quarterly instalments over the 12-month period following the lump sum payment being agreed upon. If the employee returns to the former location during such 12-month period and remains, payment(s) shall be discontinued.

4.9 Payment of the cost of moving a wheeled mobile home which the employee occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the Company and shall not, in any event, exceed a total cost of \$5,280. Receipts shall be required.



4.10 If an employee who is eligible for moving expenses does not wish to move his household to his new location he may opt for a monthly allowance of \$155 which will be payable for a maximum of twelve months from the date of transfer to his new location. Should an employee elect to transfer to other locations during such twelve-month period following the date of transfer, he shall continue to receive the monthly allowance referred to above, but subject to the aforesaid 12-month limitation.

An employee who elects to move his household effects to a new location during the twelve-month period following the date of his initial transfer will only be eligible for relocation expenses under this Article for one such move and payment of the monthly allowance referred to above shall terminate as of the date of his relocation.

- 4.11 (a) Alternatively to Article 4.8, the cost of terminating an unexpired lease and legal costs connected therewith up to a value of three months' rent where the relocating employee was renting a dwelling, will be paid. Should the law require payment of more than three months' rent in order to terminate a lease, such additional amount will be paid providing the employee first secures the Company's approval to pay in excess of three months' rent.
- (b) Where a lease was entered into following the notice of the change without prior approval of the Company, no benefit will be provided. Such prior approval will not be unreasonably withheld.

#### Appraisal Procedure

- 4.12 When an Eligible Employee desires to sell his home, under the provisions of Article 4.8(b), the following procedure will apply:
- (a) In advising the company officer concerned of his desire to sell his house, the employee shall include pertinent particulars as outlined in Article 4.12(i), including his opinion as to the fair market value of his house.
- (b) This fair market price of the house shall be the price determined as of a date sufficiently prior to the date of the change in order that the fair value will be unaffected thereby.
- (c) Within 15 working days from date of receipt of employee's advice of his desire to make a claim, the Company officer shall advise the employee concerned whether the suggested fair market value is

satisfactory and, if so, such price shall be the fair market value as contemplated by Article 4.8(a) of this Agreement.

- (d) If, however, the officer concerned is not satisfied that the price requested by the employee is the fair market value, then an effort shall be made to resolve the matter through joint conference of the officer and employee concerned and the appropriate Union representative if so desired by the employee; such joint conference to be held within 5 working days from date of advice to employee concerned as referred to in Article 4.12(c).
- (e) If such joint conference does not resolve the matter, then within 5 days from the date of the final joint conference arrangements shall be made **for** an impartial appraisal to be undertaken as soon as possible by an independent real estate appraiser. The fair market price established by such appraiser shall become the fair market value for the purpose of this Agreement, and such price shall be binding on both parties.
- (f) The employee and Company officer concerned shall endeavour to mutually agree upon the independent appraiser referred to in Article 4.12(e). If they are unable to agree, then the Minister of Labour shall be requested to appoint such an independent appraiser.
- (g) The residence shall not have been listed for sale with any appraiser appointed pursuant to the provisions of this Article, nor with such appraiser's employee, fellow employee or partner.
- (h) The fees and expenses of any appraiser appointed in accordance with Article 4.12(e) or (f) shall be paid by the Company.

Note: In the event an employee desires to sell his home at a price which is less than the fair market value as determined by the provisions of this Article, the Company will be given the right in priority to everyone else to purchase the home.

(i) PARTICULARS OF HOUSE TO BE SOLD

Name of Owner .....

Address.....

No. Street City-Town

Type of House, i.e. Cottage  
Bungalow  
Split Level

Year Built.....No of Rooms.....Bathrooms....

Type of Construction  
(i.e. brick veneer  
stucco clapboard).....

Finished Basement: Yes.....No.....

Type of Heating  
(i.e. oil, coal,  
gas, electricity).....

Garage: Yes.....No.....

Size of Lot:.....

Fair Market Value: \$.....

Other Comments,.....

.....

Date:.....

Signature:.....

**ARTICLE 5 TECHNOLOGICAL, OPERATIONAL AND ORGANIZATIONAL CHANGES**

- 5.1 The Company will not put into effect any technological, operational or organizational change of a permanent nature which will have adverse effects on employees without giving as much advance notice as possible to the bargaining agent representing such employees. In any event, not less than four months' notice shall be given, with a full description thereof and with appropriate details as to the consequent changes in working conditions and the expected number of employees who would be adversely affected.
- 5.2 When a notice is issued under Article 5.1 and it becomes known to the Company that the change will be delayed for reasons over which the Company has no control, advice will be issued to the bargaining agent, and employees involved explaining the situation and revising the implementation dates. If necessary, more than one such advice may be issued.
- 5.3 When the implementation of a technological, operational or organizational change is delayed or is to be delayed at the instance of the Company in excess of thirty calendar days, a new notice as per Article 5.1 shall be given.
- 5.4 Upon request the parties shall negotiate on items, other than those specifically dealt with in this Agreement with a view to further minimizing the adverse effects on employees. Such measures, for example, may be related to exercise of seniority rights, or such other matters as may be appropriate in the circumstances, but shall not include any item already provided for in this Agreement.
- 5.5 If the above negotiations do not result in mutual agreement within thirty calendar days of the commencement of such negotiations, or such other period of time as may be agreed upon by the parties, the matters in dispute may be referred for mediation to a Board of Review composed of an equal number of senior officers of the Company and the Union.
- 5.6 If the Board of Review is unable to resolve the differences within a fixed period of time to be determined at the commencement of its meetings, or some mutually agreed extension thereof, the matters in dispute may be referred for final and binding settlement to an arbitrator selected by the parties or, failing that, appointed by the Minister of Labour. The matters to be decided by the arbitrator shall not include any question as to the right of the Company to make the change, which right the Union

acknowledges, and shall be confined to items not otherwise dealt with in this Agreement.

- 5.7 The terms operational and organizational change shall not include normal reassignment of duties arising out of the nature of the work in which the employees are engaged nor to changes brought about by fluctuation of traffic or normal seasonal staff adjustments.
- 5.8 In addition to all other benefits contained in this Agreement which are applicable to all eligible employees, the additional benefits specified in Articles 5.9 and 5.10 are available to employees who are materially and adversely affected by technological, operational or organizational changes instituted by the Company.

Maintenance of Basic Rates

- 5.9 An employee whose rate of pay is reduced by \$2.00 or more per week, by reason of being displaced due to a technological, operational or organizational change will continue to be paid at the basic weekly or hourly rate applicable to the position permanently held at the time of the change providing that, in the exercise of seniority, he:
- (a) first accepts the highest-rated position at his location to which his seniority and qualifications entitle him; or
  - (b) if no position is available at his location, he accepts the highest rated position on his basic seniority territory to which his seniority and qualifications entitle him.

The maintenance of basic rates, and four-week guarantees if applicable, will continue until:

- (i) The dollar value of the incumbency above the prevailing job rate has been maintained for a period of five years, and thereafter until subsequent general wage increases applied on the basic rate of the position he is holding erase the incumbency differential; or
- (ii) the employee fails to apply for a position, the basic rate of which is higher, by an amount of \$2.00 per week or more than the basic rate of the position which he is presently holding and for which he is qualified at the location where he is employed; or

- (iii) the employee's services are terminated by discharge, resignation, death or retirement.

In the application of (ii) above, an employee who fails to apply for a higher-rated position, for which he is qualified, will be considered as occupying such position and his incumbency shall be reduced correspondingly. In the case of a temporary vacancy, his incumbency will be reduced only for the duration of that temporary vacancy.

An example of the application of Article 5.9(b)(i) follows:

Date	Incumbency	
	Basic Rate	Level
October 1, 1984	\$400.00	\$450.00
January 1, 1985 (4% inc.)	\$416.00	\$466.00
January 1, 1986 (4% inc.)	\$432.64	\$482.64
January 1, 1987 (4% inc.)	\$449.95	\$499.95
January 1, 1988 (4% inc.)	\$467.95	\$517.95
January 1, 1989 (4% inc.)	\$486.67	\$536.67
January 1, 1990 (4% inc.)	\$506.14	\$536.67
January 1, 1991 (4% inc.)	\$526.39	\$536.67
January 1, 1992 (4% inc.)	\$547.45	incumbency disappears

For the purpose of this Article 5.9, the basic rate of a position paid on a four- week guarantee basis shall be converted to a basic rate on a forty-hour week basis.

#### Example - Four-Week Guarantee

The basic rate of an employee who is guaranteed 179.3 hours for each four-week period, comprised of 160 straight time hours and 19.3 hours at time and one-half which is the equivalent of 189 straight time hours, is \$10.00 per hour at the straight time rate. Inasmuch as his guarantee represents \$1,890.00 per four-week period, his Basic Weekly Rate shall be considered as \$472.50 and his basic hourly rate shall be considered as \$11.81.

#### Early Retirement Allowance

- 5.10 An employee who is working in a group, at a location, which is being adversely affected by a technological, operational or organizational change will, provided he is 55 years of age or older and the total of his age and allowable pensionable service equals 85 or more and elects to receive an early retirement pension, be entitled to receive a monthly

separation allowance until the age of **65** which, when added to his company pension, will give him an amount equal to a percentage of his average annual earnings over his best five-year period, as defined under the Company's pension rules, in accordance with the following formula provided this would prevent another employee in his group at that location with two or more years of service from being laid off:

Years of Service at Time Employee Elects <u>Retirement</u>	Percentage Amount <u>As Defined Above</u>
35 & over	<b>80</b>
34	<b>78</b>
33	<b>76</b>
32	<b>74</b>
31	<b>72</b>
30	<b>70</b>
29	<b>68</b>
28	<b>66</b>
27	<b>64</b>
26	<b>62</b>
25 or less	<b>60</b>

An employee entitled to the separation allowance herein above set out may elect to receive in its stead a lump sum payment equal to the present value of his monthly separation payments calculated on the basis of a discount rate of ten (10) percent per annum.

An employee who elects benefits under Article 5.10 will not be entitled to any other benefits provided elsewhere in this Agreement.

The early retirement allowance will cease upon the death of the employee.

- 5.11 In the application of Article 5.10 above, separation allowance will be calculated as if the employee had been a contributor to the Company's Pension Plan throughout the employees career.

## **ARTICLE 6 GOVERNMENT ASSISTANCE PROGRAMS**

- 6.1 All payments under this Agreement are to be reduced in whole or in part in each case by any amount payable for the same purpose under a Government Assistance Program.

## **ARTICLE 7 SEASONAL EMPLOYEES**

- 7.1 Seasonal employees are defined as those who are employed regularly by the Company but who normally only work for the Company during certain seasons of the year. Articles 2 and 5 of this Agreement shall apply to these employees except that payment may not be claimed by any seasonal employee during or in respect of any period or part of a period of layoff falling within the recognized seasonal layoff period for such group. In respect of seasonal employees laid off during the recognized seasonal working period, the seven and thirty-day waiting periods provided for in Articles 2.4(i)(b) and 2.4(i)(c) will apply, except that in the case of a seasonal employee who is not recalled to work at the commencement of the recognized seasonal working period, the seven or thirty-day waiting period, as the case may be, will begin on the commencement date of the recognized seasonal working period. Seasonal employees and recognized seasonal working periods shall be as defined in Memoranda of Agreement signed between the Company and the affected Organizations signatory thereto.

## **ARTICLE 8 CASUAL AND PART-TIME EMPLOYEES**

- 8.1 Casual and part-time employees are those who work casually on an as-required basis from day to day, including those who work part days as distinguished from employees who work on regular or regular seasonal positions.
- 8.2 Casual and part-time employees are entirely excluded from the provisions of this Agreement.

## **ARTICLE 9 NON-APPLICABILITY OF SECTIONS 52,54 and 55, PART I, AND SECTIONS 214 to 226 INCLUSIVE OF PART III OF THE CANADA LABOUR CODE**

- 9.1 The provisions of this Agreement are intended to assist employees affected by any technological change to adjust to the effects of the technological change and Sections 52, 54 and 55, Part I, of the Canada Labour Code do not apply.
- 9.2 The provisions of this Agreement are intended to minimize the impact of termination of employment on the employees represented by those Unions party to this Agreement and are intended to assist those employees in obtaining other employment and Sections 214 to 226 of Part III of the Canada Labour Code do not apply.



**ARTICLE 10 AMENDMENT**

10.1 The parties hereto may at any time during the continuance of this Agreement amend its provisions in any respect by mutual agreement.

**ARTICLE 1 ■ COMMENCEMENT**

11.1 Payment of benefits under this Agreement shall commence as follows:

<u>Agreement</u>	<u>Union</u>	<u>Representing</u>	<u>Effective</u>
Agreement "A"	CMOU	Ship's Officers	1 January 2001
Agreement "B"	CAW	Unlicensed Personnel	1 January 2001
Agreement "C"	CAW	Terminal Mtce. Employees	1 January 2001
Agreement "D"	USW/ILA Council	Terminal & Clerical Employees	1 January 2001
Agreement "E"	CMSG	Masters, Chief Engineers And Chief Electrical Officers	19 August 2002
<b>Agreement "F"</b>	<b>PSAC</b>	<b>Positions covered By Certification Order No.: 8627-U</b>	<b>1 September 2007</b>

**ARTICLE 12 DURATION**

12.1 This Agreement supersedes the Income Security Agreement signed 13 November 1998.

12.2 It shall remain in effect until revised in the manner and at the time provided for in respect of the revision of the Agreement which is current from time to time.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this 25<sup>th</sup> day of September 2006 at North Sydney, NS.

FOR MARINE ATLANTIC INC:

FOR THE EMPLOYEES:

Original signed by persons detailed below

\_\_\_\_\_  
Roger Flood  
President and CEO

\_\_\_\_\_  
Linda MacNeil  
National  
Representative CAW

\_\_\_\_\_  
Rhona Green  
Director of Human Resources

\_\_\_\_\_  
Richard Vezina  
President Canadian Marine  
Officers Union

\_\_\_\_\_  
Jim Lane,  
Chairman  
USW/ILA Council of  
Trade Unions

\_\_\_\_\_  
Bruce Carter  
Secretary Treasurer  
Canadian Merchant Services  
Guild

## APPENDIX "A" ELIGIBILITY TERRITORIES

The following are the Eligibility Territories for purposes of application of Articles 2 (Weekly Layoff Benefits and Severance Payments) and 5 (Maintenance of Basic Rates) of this Agreement:

### Shore Agreements

1.        Argentina, Newfoundland
2.        Port aux Basques, Newfoundland
3.        North Sydney

### Vessel Agreements

4.        Newfoundland Service

A handwritten signature or set of initials, possibly '83', enclosed in a light gray rectangular box.