

SOURCE	Camp		
EFF.	93	01	01
TERM.	95	12	31
No. OF EMPLOYEES	83		
NOMBRE D'EMPLOYES	df		

AGREEMENT

BETWEEN

THE OWEN SOUND TRANSPORTATION COMPANY, LTD.

AND

SEAFARERS' INTERNATIONAL UNION OF CANADA

COVERING

DOCKMEN AND DOCKMEN/STOCKMEN

EFFECTIVE JANUARY 1, 1993

MAY 31 1993

03077(04)

Memorandum of Agreement

Between: Owen Sound **Transportation** Company Ltd.
(Hereinafter referred to as "the Company")

And: Seafarera' International Union of Canada
(Hereinafter referred to **as** "the Union")

PREAMBLE

WHEREAS the Company **owns** and/or operates a Ferry Service between the ports of **Tobemory** and South Baymouth, Ontario.

MD WHEREAS the Union has been certified to represent certain employees at those ports.

AND WHEREAS the parties are **desirous** of promoting collective bargaining and stability of Industrial Relations.

NOW **THEREFORE** it is agreed that the terms **set** out herein shall govern.

ARTICLE 1. GENERAL PURPOSE

1.1 The general **purpose** of this Agreement **is**, in the mutual interests of the Company and its employees, to provide the most reasonable and efficient operations under **methods** which will further, to the fullest extent possible, the **safety** and welfare of the employees and economy of operation. It is **recognized** by this Agreement to be the duty of the Union, the Company and the **employees** to co-operate fully, individually and collectively, for the advancement of these conditions.

1.2 A Review Committee shall be established consisting of **members** of the Union and the Company Negotiating **Committees** that jointly participated in the negotiation of the present agreement.

The purpose of the Review Committee shall be to discuss and make **every** effort to resolve **matters** of mutual interest to the parties.

1.3 An Occupational Health and Safety Labour-Management Committee is established to promote safe and healthy working **conditions** for employees. It will not deal with **matters** such as operational safety or public safety.

ARTICLE 2. RECOGNITION

2.1 The Company **recognizes** the Union to be the exclusive bargaining agent for a unit of **employees** of the Company described as all **employees** of the Company at the Ports of **Tobermory** and South Baymouth, Ontario in the classifications of **dockman** and

dockman/stockman save and except managera, **persons** above the rank of manager, ticket agents and office **employees**.

2.2 The Union **recognizes** the Company **has** the right to manage the **business**, to **exercise** all of the **prerogatives** of management, and without affecting the generality of the foregoing, it **has** the right to determine the **size** of and **direct** the work force, to extend or curtail operations, and to hire and promote, except to the extent that the said rights and **prerogatives** have been specifically delegated to the Union or otherwise curtailed in **this** Agreement. The Company also **has** the right to **discipline employees as** laid out in the Disciplinary Code **as** agreed to by the Company and the Union.

The above clause shall not deprive the employee of the right to exercise the Grievance Procedure **as** outlined **in this** Agreement.

2.3 In order to portray a proper image to the travelling public, all employees will be governed by the Company's rules concerning neatness and **dress**.

ARTICLE 3. CLAUSE PARAMOUNT

3.1 The parties to this Agreement will not establish **rules** or enforce **regulations** which will in any way be contrary to or interfere with the effective implementation of **all clauses** in this agreement.

3.2 Except where the context **requires**, all **words** and expressions used herein shall have the meaning ascribed to them by the Ontario Employment **Standards** Act.

ARTICLE 4. STRIKES AND LOCKOUTS

4.1 It is agreed that there shall be no strikes, walkouts, lockouts, secondary boycotts, or other similar **interruptions** of work during the term of **this** Agreement or any renewal thereof, and **disputes** and **grievances** shall be **adjusted** through the regular channels established in the Grievance Procedure.

4.2 There shall be no discrimination, interference, restraint, or coercing by the Company against any employee because of membership in the Union. The Union **agrees** not to intimidate **or** coerce or threaten employees in any manner that will interfere or hinder the effective carrying out of **this** Agreement and the principles contained herein, and will **assist** and co-operate with the Executives of the Company and foremen in maintaining discipline.

4.3 It is agreed for the purposes of this Agreement that the refusal of an employee to **pass** through a lawful picket line established because of a dispute between the Company and another Union connected with the operation shall not be construed as a violation of **this** Agreement and shall not be a reason for dismissal.

ARTICLE 5. CONDITIONS OF EMPLOYMENT

5.1 a) An employee covered by **this** Agreement who **is** not a member of the Union shall within thirty **(30) days** of employment make application for **membership** in the union. If the Union refuses to accept **such** employee, a **satisfactory** written **statement of reason must be supplied** by the Union to the Company.

b) The Company **agrees** to maintain in their employ in positions covered by this agreement only members of the Union in good **standing**. "Good Standing" is herein interpreted to mean that a member **has** not failed to pay the periodic **dues**, assessments and initiation fees uniformly required to be paid by all **members** of the Union.

c) The Union agrees that paragraph **(b)** shall not be invoked in such a manner **as** to **penalize** or cause inconvenience to the Company.

d) The Company shall not be required to discharge any employee under **paragraphs (a) and (b)** above **unless** and until a replacement satisfactory to the Company **is** made available.

5.2 Refusal of any employee to work **as** directed or to obey lawful orders of **his** superior **officers shall be grounds** for discharge.

5.3 Where the Company decides to lay off, other than at the end of the **Company's** regular sailing season, **48 hour's** written notice shall be given the **employees** affected (provided they have **30 day's** service), stating thereon the reason for termination. Where notice cannot be given for any reason, two day's basic wages shall be paid to a terminated employee, in addition to **his** regular wages, in lieu of notice.

5.4 In addition to the anti-discrimination provisions contained in applicable legislation, the Company agrees not to discriminate **against** any employee for a legitimate union activity.

5.5 Once an employee is eligible for the "after **60** days" rate of **pay**, he shall be required, as part of the terms of his employment, to pay **his** full initiation fee. This shall be done on four consecutive pay **days**.

5.6 The right of any employee to employment with the Company shall be conditional upon the employee being medically fit to perform **his** duties and in possession of a Company approved Medical Fitness Card. The Company may, at any time, cause the employee to be medically examined at the **Company's** expense.

ARTICLE 6. DEDUCTION OF UNION DUES

6.1 The Company **agrees** to deduct initiation **fees** and/or monthly Union **dues** and/or **assessments** in **respect** to all **employees** covered by **this** Agreement, in the **amounts as established** by the Union. In addition, the Company **agrees** to deduct and remit, at the request of the Union, any other **monies** related to Union **membership**.

6.2 All amounts required to be deducted by this Article will be remitted monthly to the Union headquarters at Montreal, Quebec not later than the **15th** of the following month.

6.3 The Union shall indemnify the Company and hold it harmless against any and all suits, claims, **demands** and liabilities that shall arise out of or by reason of any action that shall be taken by the Company for the purpose of complying with the foregoing provisions of this Article or in compliance with any notice which shall have been furnished to the Company under any of such provisions.

ARTICLE 7. UNION DELEGATES

7.1 Only one member of the Union at each port may act as Union Delegate.

7.2 Providing the Union Delegate **does** not interfere with **the** Company's operations, the Company shall not **dismiss**, demote or discriminate against a Union Delegate **for actions** taken by him in the course of **his** duties **as** such.

ARTICLE 8. GRIEVANCE PROCEDURE

8.1 An employee who **is** refused employment, discharged, or suspended, **has** the right **to** file a grievance with the Company through the union provided the grievance is filed within five days of the incident. After the five **days** has expired such a grievance cannot be filed.

8.2 Where an employee **has** a grievance concerning the interpretation or alleged violation of the agreement, it must be processed in the following manner:

STEP 1

a) Within **10 days** of the cause of its alleged occurrence, the employee must present **his** grievance on a standard grievance form (if available) to **his** supervisor with- a copy to the delegate.

b) Upon request **of the** grieving employee, the delegate shall assist in the grievance procedure. He shall not be subject to **discipline** for assisting the **grievor** in the grievance procedure provided such **assistance does** not interfere with the operating of the ship.

c) The Supervisor shall acknowledge receipt and reply to the grievance by completing and returning to the **grievor** a duly completed **standard** grievance form within five **days** of receipt of the grievance.

d) If settlement **is** not achieved, the **grievor** shall submit the **Company's** reply to the Union immediately.

STEP 2

a) Within **30 days** of the reply of the Supervisor, the office of the Executive Vice-President of the Union shall submit the duly completed standard grievance form to the manager of the Company at Owen Sound, Ontario.

b) At Step 2, the Union shall also have the right to submit a grievance in writing to the Company on behalf of all of the employees in the bargaining unit or a group or category thereof, or on behalf of an individual member not employed at the time, within **30 days** of the alleged occurrence giving rise to the grievance.

c) The **submissions** at Step 2 shall include a written **statement** of the grievance and, where **this concerns** the interpretation or alleged violation of the Agreement, the **statement shall** identify the article and paragraph of the article involved.

d) The manager of the Company shall, within **30 days** of receipt of the grievance at Step 2, reply to the Office of the Executive **Vice-President** in writing **enclosing** a copy of the standard grievance form.

8.3 Should a grievance not be settled at Step 2 of the grievance procedure, the matter may **be** submitted to arbitration in accordance with **Article 9**. A **request** for arbitration **must** be given by the one party to the other in writing within **10 days** of the Company's decision at Step 2 of the grievance procedure.

ARTICLE 9. ARBITRATION

9.1 A grievance concerning the interpretation or alleged violation of this Agreement which is not settled at step 2 of the grievance procedure may be referred by either party to a single arbitrator for final and binding settlement without stoppage of work.

9.2 The **request** for arbitration **must** be made in writing by the party desiring same to the other within thirty calendar days following the decision at step 2 of the grievance procedure.

9.3 If the parties cannot agree upon an arbitrator, the Minister of Labour for Ontario shall be requested to select an arbitrator and his selection shall be final.

9.4 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**.

9.5 **Disputes arising** out of proposed **changes** in **rates** of pay, **rules** or working conditions, **modifications** in or **additions** to the **scope** of **this** agreement, are **specifically** excluded from the **jurisdiction** of the arbitrator and he **shall** have no power to add to or subtract from, or modify any of the **terms** of **this** agreement.

9.6 The Company and the Union **shall** respectively bear any **expenses** each **has** incurred in the **presentation** of the **case** to the arbitrator.

9.7 The **expenses**, fees and costs of the arbitrator shall be paid by the party to this agreement found to be in default upon the arbitrator's resolution **of** the grievance or, if the arbitrator **resolves** the grievance in such a way that neither side shall be found wholly in the right, then the arbitrator shall also establish the proper split of the expenses, **fees** and **costs** between the two parties in the proportion appropriate to the share of **responsibility** that each side had in the production of the grievance.

9.8 The time **limits as** provided herein may be extended by mutual agreement.

ARTICLE 10. SENIORITY AND PROMOTIONS

10.1 It **is** agreed that in any promotions, lay-offs, and rehiringa, the Company will select and/or retain **employees** on the basis of skill and efficiency. These being equal, the preference shall be given to **employees** with the greatest seniority with the Company.

10.2 Seniority shall be confined to each port except that an employee laid off at one port will be given preference in hiring at another port **over** new employees.

10.3 An employee's seniority shall date from the time of last entering the service in a position covered by this Agreement. If he resigns or **does** not perform work in any **season** when work is available **his** seniority will be terminated.

10.4 **Employees** shall not be placed on the seniority list until they have completed a probationary period of thirty consecutive calendar **days** during **which** period they may be discharged or disciplined without recourse to the grievance procedure.

10.5 Seniority **lists** containing the name and **seniority** date of **employees** will be posted at each port in **August** of each year and will be updated at the beginning of the next season. The Union shall be supplied with a copy of each seniority list.

10.6 **Employees** promoted to excepted **positions** shall continue to accumulate seniority for a period of ninety **days**. An employee released from an excepted **position** within **such** ninety days may **exercise his seniority** displacing a **junior** employee in his seniority group,

10.7 Absence from work due to a bona fide **illness** or injury shall not be **cause** for discharge or **loss** of **seniority** provided the Company is notified of such **illness** or injury. **Employees** shall notify the Company in advance when they are able to return to work.

10.8 Seniority shall govern in considering job **assignments**, **split** shifts and **days** off, except when necessary to have experienced persons on duty with less experienced employees.

ARTICLE 11. BOARS OF WORK

11.1 The regular work week shall be forty hours consisting of five consecutive days of eight **hours** per day. **Arrangements** may be made however for rotational **days** off with an average of forty **hours** work per week.

11.2 The regular work day shall consist of eight hours work, **exclusive** of meal period. When a meal period **is assigned** it shall be one hour unless otherwise mutually agreed between the **supervisor** and the employee concerned. When a meal period **is not assigned**, the employee affected will be allowed twenty **minutes** in which to eat without **loss** of pay.

11.3 Considering that the arrival of **ships** is of an intermittent nature, it may be preferable to work some employees on a split shift **basis** rather than to employ additional part time help. When such **situations** develop the Company will discuss the **details** with the appropriate Union Officer and obtain his concurrence before **establishing such split shifts**.

11.4 Except **as** provided in Article 11.1, all time worked in excess of eight **hours** in a day or forty **hours** in a week shall be paid for at a rate of time and one half, except that overtime payment shall not be duplicated for any hour of work.

ARTICLE 12. SAFETY

12.1 The Company shall make **every** effort to furnish and maintain safe working gear and equipment for the protection of its employees and shall continue to make **reasonable** provisions and **rules** for their safety.

12.2 The Union **agrees** to co-operate with the Company in promoting safe practices by reporting hazardous **situations** to the supervisor who shall endeavour, whenever practicable, and with the least possible delay to have the situation rectified.

12.3 It is agreed that any safety regulations that the Company may have or put into effect will be strictly adhered to by

employees. Violations of any such **regulations** will warrant **disciplinary** action.

12.4 The Company **agrees** to make rain **suits** available for the **use** of **employees** while on duty.

12.5 The Company policy with respect to **safety** footwear will apply to **employees** covered by **this** Agreement.

ARTICLE 13. VACATION PAY

13.1 An employee having completed less than **125** days cumulative compensated service shall be entitled to **4%** of **his** gross wages earned during the then current season as **vacation pay**.

13.2 An employee having completed more than **125** days cumulative **compensated** service but **less** than **875 days** cumulative compensated service shall be entitled to **6%** of **his gross** wages earned during the then current **season as vacation pay**.

13.3 An employee having completed more than **875 days** cumulative compensated service shall be entitled to **8%** of **his** gross **wages** earned during the then current season as vacation pay.

13.4 The Company shall pay all accumulated vacation pay to **employees** on a monthly basis.

ARTICLE 14. STATUTORY HOLIDAYS

14.1 The Company agrees to **recognize** the following holidays:

- | | |
|-------------------------|--------------------------|
| 1. New Year's Day | 7. Civic Holiday |
| 2. Good Friday | 8. Labour Day |
| 3. Dominion Day | 9. Remembrance Day |
| 4. Victoria Day | 10. Thanksgiving Day |
| 5. Easter Monday | 11. Christmas Day |
| 6. First Monday in June | 12. Boxing Day |

14.2 In the event that any of the foregoing holidays falls on a Saturday or Sunday the following Monday will be **considered** as the statutory holiday.

14.3 In order to qualify for pay on a statutory holiday an employee must have been in the service for at **least 30** days and must-be available to work on **the holiday** if required.

14.4 A qualified employee will receive **his usual** daily wages for statutory holidays.

14.5 An employee who **works** on a statutory holiday shall be paid the overtime rate for all work performed by him on that day. For a qualified employee this will be in addition to the wages specified in Article **14.4** above.

ARTICLE 15. FRINGE BENEFITS

15.1 It is agreed that the contributions payable to the Union in connection with the Seafarers' Medical Plan, Pension Plan and Hiring Hall Fund will be covered in a separate Memorandum of Understanding between the parties.

ARTICLE 16. SCHEDULE OF POSITIONS

16.1 The normal complement of positions shall be as follows:

<u>Location</u>	<u>Spring and Fall Seasons 2 Trip Schedule</u>	<u>Summer Season 4 Trip Schedule</u>
Tobermory	1 Dockman/Stockman 4 Dockmen	1 Dockman/Stockman 8 Dockmen
South Baymouth	4 Dockmen	8 Dockmen

Additions and deletions may be made from time to time in accordance with the requirements of the service. In cases of reductions, it will be incumbent on the Company to show reason therefore. Should the Union not agree with the complement as adjusted by the Company, the matter may be processed as a grievance up to and including arbitration as provided for in Articles 8 and 9.

16.2 In addition to the positions in the above schedule, part time employees may be used by the Company provided that the total number of hours worked by part time employees in a week does not exceed forty such hours at each port.

16.3 When necessary, persons excepted from the bargaining unit may continue to perform such work as handling lines provided that the performance of such work is not expanded for the purpose of reducing bargaining unit employees.

16.4 Except as provided in Article 16.3, any work performed by anyone other than Union personnel that is routine work for Union personnel, shall be paid for at the regular overtime rate. Such payment shall be divided among the Union employees ordinarily required to perform such work.

ARTICLE 17. RATES OF PAY

17.1 Rates of pay for employees covered by this agreement are as follows:

<u>Classification</u>	<u>Effective</u>	<u>1st 60 Days</u>	<u>Thereafter</u>
Dockman	Jan. 1, 1993	\$7.87	\$13.22
Dockman/Stockman	Jan. 1, 1993	8.51	13.82



17.2 Effective January 1, 1994 the schedule of wages shall be increased by the cost of living index (CPI) increase covering the previous twelve (12) month period ending December 31, 1993 to a maximum of two percent (2%).

17.3 Effective January 1, 1995 the schedule of wages shall be increased by the cost of living index (CPI) increase covering the previous twelve (12) month period ending December 31, 1994 to a maximum of two percent (2%).

ARTICLE 18. BEREAVEMENT, SICKNESS AND COMPASSIONATE LEAVE

18.1 After completion of 60 days of employment with the Company, an employee will be granted bereavement leave when death occurs to a member of his immediate family, that is, his father, mother, spouse, child, brother, sister, parents-in-law and grandparents. The employee granted leave to attend the funeral will be paid at his basic rate for time lost up to a maximum of five days.

18.2 A dock employee shall be entitled to receive from the Company a reasonable leave of absence from his employment without pay in the event of either illness or injury to himself or a member of his immediate family, that is, his wife, brother, sister, children, parents, parents-in-law and grandparents.

18.3 An employee may request paternity leave without pay at least six weeks prior to the expected date of the birth of his child and shall be granted paternity leave for a maximum period of 30 days without pay.

18.4 All claims under this article must 'be supported by proper medical or bereavement evidence upon return to duty, otherwise the employee forfeits his right to employment with the Company.

DURATION OF AGREEMENT

This agreement is effective from January 1, 1993 and shall continue in full force and effect until December 31, 1995 inclusive, and thereafter from year to year unless or until either party serves written notice on the other party to the contrary at least one hundred and twenty days prior to December 31, 1995 or one hundred and twenty days prior to December 31 of any subsequent year.

Signed this day of 1993.

THE OWEN SOUND TRANSPORTATION
COMPANY, LTD.:

SEAFARERS' INTERNATIONAL
UNION OF CANADA:



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Owen Sound, Ontario
February **2nd, 1988**

Mr. Andrew Boyle
Executive **Vice-President**
and Secretary-Treasurer,
Seafarers' International Union of Canada

Dear Sir:

RE: DOCK EMPLOYEES - O.S.T.C.

As discussed in negotiations, we agreed, in **response to a** request from the employees, to deduct and remit double dues from all dock employees while working for credit during **periods** of lay-off.

We also agreed to make coveralls available when required for dirty work which includes painting.

Yours truly,

L.R. Davis,
Manager Marine Services.

MEMORANDUM OF UNDERSTANDING BETWEEN THE OWEN SOUND TRANSPORTATION
COMPANY, LTD. AND SEAFARERS' INTERNATIONAL UNION OF CANADA

As contemplated in Article 15 of the agreement governing dock employees payments will be made by the Company for fringe benefits as follows:

<u>Seafarers' Medical Plan</u>	<u>Per Job Per Payroll Day</u>
Effective Jan. 1, 1993	\$4.74
June 1, 1993	*
June 1, 1994	*
June 1, 1995	*

An employee who is still working on October 1 and remains with the Company until laid off will have contributions made on his/her behalf for the full month of October.

Where a member becomes ill or is injured while at work with the Company and is entitled to draw benefits under the Seafarers* Medical Plan, the Company agrees to continue Seafarers* Medical Plan contributions during any period the employee is off work as a result of such compensable disability or illness up to a period of twenty-four months for the same compensable disability or illness.

<u>Hiring Hall Fund</u>	<u>Per Job Per Payroll Day</u>
Effective June 1, 1993	*
June 1, 1994	*
June 1, 1995	*

* Where the Medical Plan and the Hiring Hall Fund are concerned, the amounts payable effective June 1, 1993, 1994 and 1995, shall be the same amounts agreed to in the C.L.C.A. Agreement or, shall be increased by two percent (2%), whichever is less.

Pension Plan

Effective January 1, 1993 the monthly contributions to the Seafarers' Pension Plan shall be based on eight percent (8%) of the basic hourly wage rate of eight (8) hours per day worked to a maximum of two hundred and forty (240) hours per month.

Signed this 11th day of January 1993.

For: The Owen Sound Transportation
Company, Ltd.:

For: Seafarers'
International Union
of Canada:

Cindy Boston
C. M. Boston
Vice President Administration
and Development

W. F. Ross
B. Ross

ONTARIO NORTHLAND
555 Oak street east
North Bay, Ontario
P1B 8L3

March 18, 1991

Mr. Douglas McLaren,
Executive Vice-President,
Seafarers' International Union,
1333 rue St. Jacques,
Montreal, Quebec. H3C 4K2

Dear Mr. McLaren:

This has reference to discussions during current contract negotiations with respect to the Company's proposal regarding the desirability of undertaking special arrangements for an employee who becomes physically disabled during during the course of his employment and is unable to perform the regular duties of his assigned position and is unable to exercise his seniority on a position which he is capable of performing.

This letter will confirm our understanding that, in such circumstances, the proper Company and Union officers will meet to see if arrangements can be made to provide employment to the employee concerned within the existing work force. The parties may, by mutual agreement, place a disabled employee on a position that his qualifications and abilities allow him to perform, notwithstanding that it may be necessary to displace an able-bodied employee so as to provide suitable employment. The permanently assigned employee so displaced will be allowed to exercise seniority onto a position that he is qualified for and has the ability to perform.

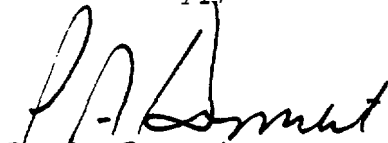
A disabled employee placed on a position shall not be displaced by an able-bodied employee **so** long as he **remains** on that position except when a senior employee is otherwise unable to hold a position within his seniority terminal.

Should the disabled employee subsequently recuperate, he shall be **subject** to displacement, in which case such employee will exercise seniority rights. When a senior able-bodied employee believes that the provisions of this letter will result in undue hardship, a Union Officer may discuss the circumstances with the Company.

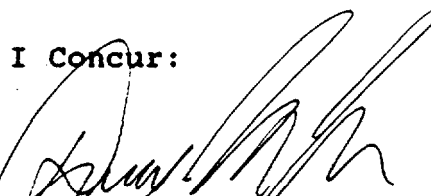
The **above understanding** is to provide **guidelines** for assisting **disabled employees** to continue to be employed.

If you are in accord with the above, would you please so indicate below.

Yours truly,


P. A. Dymant,
President.

I Concur:



Douglas McLaren
Executive Vice-President
Seafarers' International Union