

AGREEMENT

BETWEEN

**THE OWEN SOUND TRANSPORTATION
COMPANY, LTD.**

AND

**SEAFARERS' INTERNATIONAL UNION
OF CANADA**

COVERING

DOCKMEN AND DOCKMEN/STOCKMEN

EFFECTIVE JANUARY 1, 1996

SEP 17 1996

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	INDEX	
Article No.		Page No.
1	General Purpose'	1
2	Recognition	2
3	Clause Paramount	3
4	Strikes and Lockouts	3
5	Conditions of Employment	4
6	Deduction of Union Dues	5
7	Union Delegates	6
8	Grievance Procedure	6
9	Arbitration	8
10	Seniority and Promotions	9
11	Hours of Work	10
12	Safety	11
13	Vacation Pay	12
14	Statutory Holidays	12
15	Fringe Benefits	13
16	Schedule of Positions	14
17	Rates of Pay	15
18	Bereavement, Sickness and Compassionate Leave	16
	Duration of Agreement	17
	Letters of Understanding	18
	Memorandum of Understanding RE: Fringe Benefits	22

Memorandum of Agreement

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

And: Seafarers' 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 **Tobermory** and South Baymouth, Ontario.

AND 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

GENERALPURPOSE

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 the 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.

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 managers, 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.

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** hours' written notice shall be given the employees affected (provided they have **30** days' service), stating thereon the reason for termination. Where notice cannot be given for any reason, two days' 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 while working on board a vessel, 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 griever 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 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 aboard the vessel at the time, within **30** days of the alleged occurrence giving rise to the grievance.

(c) The submission 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 involving the interpretation or alleged violation of this Agreement which has not been 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 rehiring, 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

HOURS 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 Effective January 1, **1997**, an employee having completed more than one thousand (**1,000**) days cumulative compensated service shall be entitled to nine (**9**) percent of his/her gross wages earned during the then current season as vacation pay.

13.5 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
2. Good Friday
3. Dominion Day
4. Victoria Day
5. Easter Monday
6. First Monday in June

- | | |
|--------------------|----------------------|
| 7. Civic Holiday | 10. Thanksgiving Day |
| 8. Labour Day | 11. Christmas Day |
| 9. Remembrance Day | 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 (a) **Medical and Dispatch Hall:** Effective January **1, 1997**, the amounts payable shall be the same amounts agreed to in the **C.L.C.A.** Agreement effective June **1, 1996**.

(b) **Pension Plan:** Effective January **1, 1996** the monthly contributions to the Seafarers' Pension Plan shall be based on nine percent (**9%**) 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. Effective January **1, 1997** contributions to the Seafarers' Pension Plan will be the rate paid by **C.L.C.A.** Agreement to a maximum of nine and one-half percent (**9.5%**).

ARTICLE 16

SCHEDULE OF POSITIONS

16.1 The normal complement of positions shall be as follows:

<u>Location</u>	<u>Spring & 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>Class.</u>	<u>1st 60 Days Thereafter</u>	
Dockman	\$8.02	\$13.47
Dockman/ Stockman	8.67	14.08

17.2 Effective January 1, 1996 new employees hired for the summer sailing season will be paid eight percent (80%) of the basic rate as defined in Article 17.01. When new hires attain full season status, they shall be paid at the full season rate of pay.

ARTICLE 18

BEREAVEMENT, SICKNESS AND COMPASSIONATE LEAVE

18.01: (a) Full Season Employees:

After the completion of sixty **(60)** days of employment with the company, an **employee** will be granted bereavement leave when death occurs to a member of his/her immediate family. In the case of death of a spouse, child and parent, the employee will be paid his/her basic rate of pay for five **(5)** days. In the case of death of a brother, sister, **parent-in-law** and grandparents, the employee will be paid his/her basic rate of pay for three **(3)** days.

(b) Summer Season Employees:

After the completion of sixty **(60)** days of employment with the company, an employee will be granted bereavement leave when death occurs to a member of his/her immediate family, that is his/her spouse, child, parent, brother, sister, parent-in-law and grandparents. The employee will be paid his/her basic rate of pay for three **(3)** days.

(c) In the case of a spouse or child, the above mentioned leave period shall be increased by one day for each one thousand **(1,000)** kilometres from the port of disembarkation to the place where the funeral is held up to a maximum of five additional days.

(d) In the application of this article when an employee is on bereavement leave with pay, it is not mandatory for the company to fill a vacancy created by such leave.

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, 1996 and shall continue in full force and effect until December 31, 1997 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, 1997** or one hundred and twenty days prior to December **31** of any subsequent year.

Signed this **22nd** day of April **1996**.

THE OWEN SOUND
TRANSPORTATION COMPANY,
LTD.:

K.J. Wallace
President

THE SEAFARERS
INTERNATIONAL
UNION OF CANADA:

William Ross
Vice President.

Owen Sound, Ontario
February 2, 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 for 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.

North Bay, Ontario


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 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, % 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 do indicate below.

Yours truly,

P. A. Dymont,
President.

I Concur:

Douglas McLaren
Executive Vice President
Seafarers' International Union.

May 10, 1996

Mr. Jerry Knox,
Director Human Resources
Ontario Northland
555 Oak St. E.,
North Bay, Ont P1B 8L3

Dear Jerry:

RE: Dockmen and Dockmen/Stockmen

This letter is to confirm our agreement reached during our recent collective agreement negotiations that the company shall contribute to the Seafarers' Medical Plan and Seafarers' Pension Plan for the **Dockmen** and **Dockmen/Stockmen** who are from time to time temporarily promoted to positions outside the bargaining unit.

Contributions shall be made for a maximum of ninety **(90)** days per calendar year.

Please acknowledge your concurrence in the appropriate area below.

Yours truly,

William F. Ross,
Vice-President,
Seafarers' International Union of Canada.

I Concur:

Jerry D. Knox,
Director Human Resources,
The Owen Sound Transportation Company.

**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 June 1, 1995	\$4.74
Jan. 1, 1996	*

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, 1995	*
Jan. 1, 1996	•

• Where the Medical Plan and the Hiring Hall Fund are concerned, the amounts payable effective June 1, 1995 and Jan. 1, 1996, 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. Effective January 1, 1997, the amounts payable shall be the same amounts agreed to in the C.L.C.A. Agreement effective June 1, 1996.