

# **A G R E E M E N T**

Between:

**NORTHUMBERLAND FERRIES LIMITED**

Charlottetown, Prince Edward Island  
(hereinafter referred to as the "Company")

and

**THE NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA  
(CAW CANADA)**

(hereinafter referred to as the "Union")

for

**UNLICENSED PERSONNEL**

(as employed by Northumberland Ferries Limited)

**January 1, 2003 - December 31, 2004**

**August 6, 2003 (R)**

ENTERED

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## ARTICLE 1 - RECOGNITION

1.01 The Company agrees to recognize the National Automobile, Aerospace Transportation and General Workers Union of Canada (CAW) as the sole bargaining representative for the purpose of collective bargaining for employees covered by this Agreement.

## ARTICLE 2 - SENIORITY GROUPING

2.01 For the purpose of promotion and seniority, employees shall be grouped as follows:-

- (1) Deckhands, Wharfingers, Watchmen, Stewards and one group composed of following positions; Quartermaster, Bosun, Bosun Mate, Deckhand, Wharfinger, Watchperson, Steward and Steward 11.
- (2) Ships Cooks and cafeteria employees as one group composed of the following positions, Head Cook, Head Waitress, Waitress, Stewardess.
- (3) Engine room Department employees as one group (Oilers).
- (4) Terminal employees as one group, consisting of the following positions, Ship's Clerks, Toll Booth Cashiers, Parking Lot Attendants, Attendants and Maintenance.

## ARTICLE 3 - SENIORITY STATUS AND LISTS

- 3.01 (a) Seniority Lists will be compiled and posted in respective seniority groups during the month of June of each year. Such lists will show the names, established position dates, group seniority dates and Company seniority dates. Copies of seniority lists will be furnished to the Union Representative, the grievance chairman of each vessel and the President of the Local. The Company agrees not to post numbered seniority lists.
- (b) The seniority of any employee will be effective from the date he/she entered the Company payroll prior to the period of latest continuous service.
- (c) In the event two or more employees start working on the same date, surnames of the employees in alphabetical order will determine who is the senior employee.
- (d) The 1997 posted seniority list and the lists posted in following years with the included amended changes as agreed on in a Letter of Understanding signed by the parties on October 28, 1997, will stand as correct hereafter and will only be subject to question by any employee who started service after January 1, 1997, who will have 30 days to report the discrepancy. However, any employee with seniority dates prior to January 1, 1997 will also have 30 days from the date of posting to report an obvious typing error or placing discrepancy from the previous

year. Any notice of correction will be forwarded to the employee and the Secretary of the Local.

- 3.02 An employee with less than forty-five **(45)** working days seniority will be considered as on probation, shall hold no rights under the promotion rules of this Agreement and **if** found unsuitable, will not be retained. His/her seniority date shall be governed by conditions in 3.01(b) and (c).
- 3.03 An employee who has been or is promoted to a certificated or official position with the Company, from a position covered by this Agreement, shall retain his seniority rights and continue to accumulate seniority while so employed. Such person when released from the certificated or official position, except by dismissal, may within ten (10) days of such release, exercise his seniority rights to any position in his seniority group, which he is qualified to fill, and failing to do so will forfeit his seniority, in which event his/her name will be placed on the bottom of the seniority list. An employee displaced from his position as a result of this procedure shall have similar rights of exercising his seniority within his seniority group, displacing a junior employee, provided he has sufficient ability to perform the work and that he makes application in writing to do so within a period of ten (10) days.
- 3.04 (a) For the purpose of any recall, employees will be called in order of Company seniority and placed within their respective groups as they qualify for available job positions under Articles in this Agreement.
- (b) Any employee who does not qualify for a position in their group under Article 3.04(a), will be placed in a position in another group in order of Company seniority as they qualify for positions which they declare themselves available for at least 21 days prior to a scheduled crew change taking place.
- (c) The name of the laid-off employee who does not report for work to his/her seniority group within five (5) days or does not furnish a satisfactory reason for not doing so, shall be placed at the bottom of the group seniority list. The Company will temporarily fill this position from the next person on the list.
- (d) Refusal to perform work outside an employee's respective group seniority will not constitute a violation of this Article during spring refit.
- (e) When workforce is reduced, employees will be laid-off in the reverse order they were called.
- (f) Any employee whose established position is considered permanently abolished or who is displaced from his established position by an employee whose established position was permanently abolished, may displace a junior employee in any seniority group whose position they are qualified. Any employee who is established under this Article will have any relinquished seniority returned. Permanently abolished for the purpose of Article 3.04(f) refers to the positions in

Appendix 1 of Unlicensed Group - Established Positions, and for any employee to be affected under this Article, the Company and Union will have to agree to change the status of one of the 115 positions on the established Seniority List. Any notice of correction to be forwarded to the employee and the Secretary of the Local.

- (g) For the purpose of this Agreement, a temporary vacancy means an employee off work due to sick leave, compassionate leave or approved leave of absence, for one (1) to six (6) days. Such positions will be filled from a temporary volunteer availability list (Call-In List). Failing sufficient numbers to fill this temporary vacancy, this position(s) will be filled by the group Seniority List,
- (h) Upon a Crew List being posted, any employee not on the Crew List or displaced from the Crew List may use their Company seniority date to replace a junior employee in any group for which they are qualified, providing they had made their priority request option in writing to a designated Company officer at least 21 days prior to a crew change taking place which affected them. An employee can submit a new request option at any time during the season will nullify any option declared earlier, however for an option to be considered, it will have to be declared prior to the 21 days a crew change takes place which displaced them from a position. Should a vacancy become available in the group or position from which they left, he/she shall return to said position.

3.05 Subject to appeal, promotion shall be by seniority with due regard to ability, certification, competence and conduct. Employee qualifications can only be judged by individual experience. The question of promotion must therefore be left to the Company, which will have due regard to seniority. After ninety (90) days employment in the new position, the employee, if found to be satisfactory will be retained in the position. In the event the successful employee proves unsatisfactory in the position during the probationary period or if the employee is unable to perform the duties of the new job, he shall be returned to his former position.

3.06 For Watchkeeping duties, seniority and displacement as provided for in this Article shall not apply in the case of ships taken out of service on account of seasonal lay-up and/or refit; under which conditions the Company may employ such employees as it may require for the care and reconditioning of its ship.

- 3.07 (a) A person will be considered for all positions within their respective groups and promoted and demoted from their group seniority lists accordingly, however, a refusal to assume a promoted or demoted position will result in that position being considered as being refused and relinquished accordingly. The Company agrees that when a position is relinquished, that such a position cannot be regained or cannot be reworked as a part-time position.

**Note:** A person wishing to relinquish a position must have their request in at least twenty-one (21) days before a scheduled crew change takes place.

- (b) If shore based accommodation are not made available and provided a request is made 21 days before a scheduled crew change takes place, a terminal group #4 employee (Caribou Terminal only) may temporarily refuse a Wood Islands Terminal position.
- 3.08 The Company call-in list will be used to fill a temporary position due to an employee off work due to sick leave, compassionate leave, or approved leave of absence for one shift or less. If this vacancy is to last over one work shift, the vacancy will be filled from the group seniority list providing there are any names on the group seniority list laid-off and people promoted accordingly. (A work shift to be defined as six (6) or less consecutive active duty days).
- 3.09 Employees laid-off from the group seniority list may request to have their names placed on the call-in lists and will be used to fill temporary positions by order of their Company seniority. If they receive employment in a different seniority group on a temporary basis, they will not have their previous group seniority effected.
- 3.10 A consideration will be given to anyone wishing to transfer to a seniority position from one seniority group to another seniority group, providing this request is made at least twenty-one (21) days before a position in the other seniority group becomes available and the person making the request has the necessary qualifications and Company seniority. Upon satisfactory completion of their 45-day tour of duty they will be placed in the new seniority group. They will relinquish all group seniority from the group they left.
- 3.11 At least twenty-one (21) days prior to the commencement of the operating season, Unlicensed personnel having completed their probationary period may apply in writing to the Company for their preferences, if any, of vessels for the operating season. Positions shall be filled on the basis of ability, qualifications, conduct and seniority. Decisions pursuant to this Article and subject to the grievance procedure.

#### ARTICLE 4 - BULLETINING AND FILLING POSITIONS

- 4.01 When vacancies occur in the established list (115 employees as per appendix) or additional positions are created, they shall be bulletined to all concerned within ten (10) days of the position becoming vacant or created. Copies of bulletins to be furnished to Union Representatives.
- 4.02 Employees desiring the bulletined position shall within six (6) days from the date the bulletin is posted, forward their written application to the designated officer of the Company. The application will include bulletin number and specific posting being sought.
- 4.03 Appointments shall be made within ten (10) days after the expiry date of the bulletin by the officer who issued the original bulletin. In making appointments consideration must be given to ability, qualifications and seniority, ability and qualifications being sufficient,

group seniority will govern. The name of the appointee will be posted for the information of all concerned. Pending the appointment of the successful applicant, the bulletined position may be filled temporarily.

- 4.04 In the event of vacancies or positions being bulletined during the period an employee is absent from the vessel through authorized leave of absence, annual vacation, assigned weekly leave days, lay-offs, or sickness, such employee on resuming duty, may within four **(4)**days, if qualified, exercise their seniority to the position bulletined during their absence. The employee to make known his claim in writing to the designated officer of the Company.
- 4.05 Laid-off employees shall keep the Company and the Union Representative advised of their address and up-to-date telephone number where they can be readily located. Telephone call answered by employee to be considered notification for recall.
- 4.06 Seasonal employees who are employed on a supplementary basis during the season shall have no pension, sick leave or group insurance rights. However, seasonal or unestablished employees will be entitled to the established rates of pay. This will mean the abolishment of the seasonal pay rate, and all employees will be paid at the established rate.
- 4.07 A bulletined position does not necessarily entitle a person to Company benefits, since the benefits will go to the next most senior employee in any group. But anyone appointed to a bulletined established position will have the option to remain in their established position on crew changes if they wish to do so and the Company will have the option to place anyone in their bulletined established positions on crew changes if they wish to do so provided there is no loss in regular weekly wages to the employee. This request must be made 21 days in advance of the scheduled crew change.

#### ARTICLE 5 - BOARDING PASSES

- 5.01 The Company shall issue passes to the designated Union Representative for the purpose of contacting its members on the property and aboard vessels of the Company covered by this Agreement. Such Representatives of the Union shall be allowed on the property and board vessels at any time which, in the opinion of the responsible officers of the Company, will not interfere with the regular operating of the Company's business nor with the sailing, loading or unloading of the vessel and shall not interfere with the men at work.
- 5.02 Should any Union Representative fail to observe the above provision, this shall be grounds for revocation of boarding pass issued to him and the Union shall ~~turn~~ in any pass so revoked.

## ARTICLE 6 - FREE TRANSPORTATION AND LEAVE OF ABSENCE

- 6.01 Employees at the discretion of the Company shall be granted leave of absence without pay, permission to be obtained in writing, and unless employees so furloughed report for duty on or before the expiration of such furlough, their names shall be dropped from the Seniority List, and if they return to work thereafter, such employees shall rank as new employees.
- 6.02 (a) Employees may be granted a leave of absence to attend school or a training course to upgrade their education provided there is a qualified replacement for the employee.
- (b) Unlicensed personnel may apply for Leave of Absence for a period of up to one (1) year based on any of the following conditions.
- (i) Company operational requirements for granting Leave of Absence will be subject to grievance procedure.
  - (ii) Unlicensed personnel may apply for and be granted Leave of Absence any time during the calendar year.
  - (iii) Unlicensed personnel on annual pay who have already received a portion thereof when Leave of Absence is granted for the one year period must remain on leave for the full year.
  - (iv) Unlicensed personnel applying for such leave will be granted leave for work as Marine Officers with other companies provided such work is for sea time towards higher certification and that a suitable replacement is available and acceptable to the Company.
- 6.03 (a) Leave may be extended or cancelled if application is made in writing to a designated officer of the Company seven (7) days before the Leave of Absence is scheduled to start or expire.
- (b) Leave of Absence shall not be extended for a period of more than two (2) years and upon return to work, employees shall work a period equal to his/her former leave before being eligible for another approved leave of absence.
- 6.04 (a) The name of an employee on authorized leave of absence shall be continued on the Seniority List.
- (b) Any employee not on approved leave of absence and who is recalled to work to a position his/her seniority warrants, and subsequently refuses the assigned position, will be severed from the Company and removed from the seniority list provided the Company and Union agree.



- 6.05 An employee, selected as Local Chairman of the employees shall be granted reasonable leaves of absence at the discretion of the Company without pay, to enable him to carry out duties related to the administration of this Agreement. However, it is agreed that Elected Delegates or the Negotiating Committee will not have their pay reduced for lost time and that the Company will be fully reimbursed by the Union Local.
- 6.06 (a) Employees will be granted reasonable transportation free for themselves and dependent members of their immediate families on services provided by the Company during their period of employment.
- (b) Any employee past or present with 15 years continuous service and retires prior to age 65 will continue to receive pass privileges until age 70.
- (c) Any employee on regular shifts during any part of the operating season and goes to normal lay-off, will be provided free transportation for the rest of the season.
- (d) Employees receiving free transportation cannot displace revenue producing customers.
- (e) Provided CSO stated standard guidelines are followed, all Northumberland Ferries employees will be granted a maximum of two (2) free transportations in each calendar year for themselves and their immediate household dependent family members on services provided by Bay Ferries Limited.
- 6.07 When absent, every reasonable effort shall be made by the employee to inform the Company at least two hours prior to his scheduled working time.
- 6.08 The Company agrees to grant bereavement leave with pay on the following:
- (i) On the death of the employee's father, mother, spouse or child, seven (7) days from the date of the death.
- (ii) On the death of the employee's brother, sister, mother-in-law, father-in-law, son-in-law and daughter-in-law, a maximum of four (4) days from the date of the death.
- (iii) On the death of an employee's grandparents, three (3) days from the date of the death.
- (iv) On the death of the employee's brother/sister-in-law, day of the funeral.
- (v) Seasonal employees on regular assigned shifts will be entitled to bereavement leave.

- 6.09 Written application for leave of absence, other than sick leave and compassionate leave shall be given in advance to the Company (two copies) and the Union Representative by the applicant.
- 6.10 Upon request, the Company shall grant to the pregnant employee, leave of absence up to a minimum of 20 weeks, before, during and after confinement. Such leave of absence is without pay or sick leave pay but without loss of seniority. The Company retains the right to require an employee to commence maternity leave if the state of her health becomes incompatible with the requirements of the job.
- 6.11 If any employee is found to have abused Sick Leave, he/she shall be subject to suspension and/or dismissal.
- 6.12 Unlicensed employees required to travel from P.E.I. to Nova Scotia or Nova Scotia to P.E.I. for refit, joining the vessel prior to the operating season will be given a one time annual payment of \$180.00. However, any employee who is required to travel around for training prior to commencing refit employment would be entitled to a separate \$60.00.

#### ARTICLE 7 - DISPUTES AND APPEALS

- 7.01 Notwithstanding anything contained in this Agreement, the Company may at any time suspend without pay, dismiss or demote any employee and shall forthwith upon such suspension, dismissal or demotion, give to the employee so suspended, dismissed or demoted, a notice in writing stating the cause of such suspension, dismissal or demotion.

When a dispute arises concerning the application, interpretation, administration or alleged violation of the provision of this Agreement, it shall be dealt with by the following grievance procedure.

An employee and/or his delegate shall within 48 hours present a written grievance to his/her Master. Should the grievor be a shore-based employee, the grievance will be presented to the Company officer designated by his/her supervisors. Grievances shall be dated and signed by the grievor or delegate on the prescribed Union form. The disputed clause of the Agreement shall be clearly designated and the grievor must indicate redress expected. In any event, after presentation of the grievance the Master or designated supervisor for shore-based personnel will have 72 hours to reply to the said grievor.

Failing to resolve differences at this level, the delegate/grievor may, within seventy-two (72) hours request a Company Designated Officer to meet with the delegate/grievor at a mutually agreed place and time to further consider the alleged differences. Within ten days of this hearing, the Company Designated Officer will advise the delegate/ grievor of his/her decision. The Union shall have ten days to appeal the decision reached by the Company Designated Officer. Non-observance of the time limit stated in this clause will be considered as an intention to abandon the grievance.

If no satisfactory resolution of the differences have been obtained by the procedure set out in this Article, the Union may request a further hearing by a sole arbitrator. Should the union and the company be unable to agree on a sole arbitrator, the Minister of Labour shall be requested to appoint the arbitrator. Upon written notice from the Union of its intention to proceed to arbitration, the company shall respond within thirty (30) days of its position in respect to nominated arbitrators. The decision by the arbitrator is final and binding on both parties to the Collective Agreement.

Subject to mutual agreement by both parties, an arbitration committee shall be made of three members. One union appointee, one company appointee and one third member acceptable to both parties, who shall be the chairperson.

- 7.02 Should an employee be exonerated, he shall be paid at schedule rates for time lost, if any, (one day for each twenty-four hours) less any amount earned in other employment, and if away from home shall, on production of receipts, be reimbursed reasonable expenses for travelling to and from the investigation.
- 7.03 The settlement of a dispute shall not under any circumstances involve retroactive pay beyond a period of thirty (30) days prior to the date that such grievance was submitted in writing by the employee or his representative.
- 7.04 Each member of the Arbitration Committee shall be paid his/her remuneration expenses by the party appointing him. The remuneration and expenses of the Chairman of the Arbitration Committee shall be shared equal between the parties to the reference of such Committee.

## ARTICLE 8 - UNIFORMS

- 8.01 The wearing of uniforms in all categories or classifications is mandatory and dress regulations will be strictly enforced. Employees reporting to duty without uniforms will result in demerit points or option of purchasing own uniforms immediately through payroll deduction.
- (a) Established - Quartermasters
- 1 three in one multi-climate bomber floater jacket every three (3) years.
  - 2 pair pants every year.
  - 3 white shirts every year.
  - 1 cap with badge every four (4) years.
  - 1 baseball type cap every year.
- (Established Quartermasters are not entitled to (b) below).

- (b) Established - Deckhands, Bosuns, Bosun Mates, Wharfingers, Watchmen, Parking Lot Attendants, Maintenance, Oilers"
- 2 coveralls every year - either lightweight or heavy weight.
  - 1 baseball type cap per year.
  - 1 three in one multi-climate bomber floater jacket every three (3) years.
  - 2 t-shirts every year.
- Wharfingers and Parking Lot Attendants only.
- 1 set of wet gear (minimum of every 4 years)
- Quartermasters use only.
- 1 R.C.M.P. style raincoat per vessel every 4 years.
- Bosun and Deckhands use only.
- 6 sets rain gear per vessel every 4 years.
- (c) Established - Stewards and Toll Booth
- 1 pair of blue slacks every year.
  - 1 v-neck sweater or cardigan (crested).
  - 3 white shirts every year.
  - 1 one in three multi-climate bomber floater jacket every three (3) years.
  - 1 light jacket (Stewards).
- (d) Established - Waitresses, Stewardess, Cooks, Attendants (year one, one of each slacks and/or skirt)
- 1 pair of blue slacks or skirt (alternate every year).
  - 1 v-neck sweater or one (1) cardigan sweater every year.
  - 1 fleece jacket every three (3) years.
  - 3 blouses every year.
- (e) Established - Deckhands (Seasonal Quartermasters).
- 1 pair of pants every two (2) years.
  - 1 shirt every year.
  - 1 cap with badge every four (4) years.
  - 1 baseball type cap every year.
- (f) Seasonal Employees
- (i) Seasonal Deckhand - Oilers, Watchmen, Parking Lot Attendants, Wharfingers.
- 1 pair of lightweight or heavyweight coveralls each year.
  - 1 baseball type cap every year.

(ii) Seasonal Waitress, Stewardess, Attendants, Cooks, Female Toll Booth Cashiers.

- 1 blue slacks every two (2) years.
- 1 cardigan or v-neck sweater every year.
- 2 blouses every two (2) years or one blouse every year.
- 1 fleece jacket every three (3) years.

(g) Seasonal Quartermasters

- 1 pair of pants every two (2) years.
- 1 shirt every two (2) years.
- 1 cap with badge every four (4) years.
- 1 baseball type cap every year.

(h) Seasonal Stewards and Toll Booth.

- 1 shirt (crested) every two (2) years.
- 1 pair of blue slacks every two (2) years.
- 1 light jacket every three (3) years (Toll Booth only).

To accommodate the crew in the event of a person overboard or other emergency, three (3) exposure suits shall be provided for each rescue boat.

**Note:** No double allotments.

(\*Oilers on strength as of March 15th)

## ARTICLE 9 - HOURS OF WORK AND OVERTIME

The following paragraphs and sections are intended to define the normal hours of work.

The work week shall consist of forty (40) hours except that such work week may be averaged over a period of eight (8) consecutive weeks (hereinafter called "the averaging period") consisting of three hundred and twenty (320) hours (hereinafter called "the Standard Hours"). The following rules shall apply to the averaging period and the standard hours.

9.01 The first averaging period shall commence at 0001 hours on August 11, 1985 and shall end at 2400 hours on August 31, 1985 and shall be followed by continuous and successive eight (8) week averaging periods as herein before described.

9.02 Unlicensed personnel completing regular assigned shifts between Sunday and Saturday will be guaranteed forty (40) hours wages a week.

9.03 (a) An employee will be paid at time and one-half (1 1/2) if required to work over 40 hours in that given week when a vessel enters into refit, lay-up or dry-dock or subsequently returns from refit, lay-up or dry-dock. This does not include a vessel on regular sea watches for a full week.

(b) Sea watches for a vessel voyage to/from drydock shall be posted prior to vessel departures. The posted watches shall remain in effect whilst vessel is at sea. Any employee required to work outside his/her specified posted shifts shall be paid at time and one-half for these hours.

- 9.04 Unlicensed personnel on regular assigned shifts and are recalled to work for relief purposes due to sick or compassionate leave will be paid at applicable overtime rate of one and one-half overtime (1 1/2).
- 9.05 If during the averaging period Unlicensed personnel are absent due to sick or compassionate leave, the number of standard hours shall be reduced by the hours which the Unlicensed person was scheduled to have worked had he been available, but by not more than 40 hours in a week.
- 9.06 Any hours for which a rate of wages of one and one-half (1 1/2) times the regular wage has been paid shall not be counted in determining the overtime pay that the Unlicensed personnel is to be paid at the end of the averaging period or upon termination of employment.
- 9.07 Any additional hours worked during the averaging period due to shift changes, promotion/demotion, application of seniority rights will be counted within the standard hours.
- 9.08 Subject to a two (2) week hold-back, payday will be every second Friday except if Friday is a Statutory Holiday, payday will be Thursday. Payment will be made by a direct deposit to a bank of the employee's choice.
- 9.09 Overtime shall be paid on the next succeeding payroll after the averaging period, or in any event, not later than the next regular payday. Subject to two weeks prior notice and provided a replacement is available, employees may take time off in lieu of paid overtime to a maximum of two weeks annually under Company guidelines.

This time off may be taken any time during the operating season and any accumulated pay not taken will be paid at the end of the operating season.

- 9.10 Unlicensed personnel who commences employment after the beginning of the averaging period or is laid-off before the end of an averaging period, shall have their averaging period reduced by forty (40) hours per week or portion thereof.
- 9.11 Any Unlicensed personnel granted a days holiday in lieu of an extra days pay will have the averaging period reduced by the normal hours he would have worked.

- 9.12 For the purpose of this Agreement, the majority decision by all Company employed day work employees, shall determine the work shift when working refit or lay-up. The work shift shall be 40 hours a week, exclusive of meal hours, Monday to Friday, 0800 - 1700, or 40 hours a week, exclusive of meal hours, Monday to Thursday 0800 - 1700, Friday 0800 - 1430 or 40 hours a week, exclusive of meal hours Monday to Wednesday 0800 - 1930, Thursday 0800 - 1700. Employees employed in Watchkeeping, victualling and maintenance services, may have alternative arrangements made in their 40 hour weekly work shifts. Any hours in excess of 40 hours per week shall be deemed overtime and paid at the rate of one and one half (1 1/2).
- 9.13 Any change in the schedule due to weather or conditions beyond the control of the Company, will not result in overtime pay to the Unlicensed personnel covered in this Agreement.
- 9.14 Employees are required to fill overtime slips the day following such overtime with Ship's Officer and are permitted to retain a copy of such slips.
- 9.15 Employees will not be required to suspend work during regular working hours to absorb overtime.
- 9.16 Working schedules are to be set out and consistent with the sailing schedule, crew requirement and Safe Manning Regulations. Work starting and finishing times may vary to operational commitments and service demands. All finishing times to be recorded in 15 minute increments.
- 9.17 The Head Waitress, Waitress, Steward 2 and Stewardess shall commence work one-half (1/2) hour prior to the sailing schedule.
- 9.18 Hours worked in excess of regularly scheduled hours which are required in order to perform additional unplanned revenue generating sailings triggered by unexpected consumer demand, shall be paid at overtime rate. Hours worked because of extra trips attributable to unforeseen circumstances such as mechanical failures will not be paid at overtime rate.

#### ARTICLE 10 - WAGE RATES

- 10.01 (a) The Company agrees to pay and the Union agrees to accept, the wage rates defined and specified for the classifications listed as Schedule 1 which forms part of this Agreement.
- 10.02 Employees temporarily assigned for one day or more to higher rated positions shall receive the higher rates while occupying such positions.
- 10.03 Employees temporarily assigned to lower rated positions shall not have their rates reduced.

- 10.04** Unless the majority of affected employees decide otherwise, when employees are required to do extra work due to a vessel sailing shorthanded, the basic wage, holiday pay and overtime of the rating left unfilled, shall be divided amongst those employees who do the extra work. Oilers are not eligible for shorthand pay under this Article.
- 10.05** (a) Unlicensed personnel employed during the winter lay-off will be paid at the current Deckhand rate on a bi-weekly basis. After that date they will be paid the rate of the classification in which they are employed.
- (b) Employees employed during the winter lay-off will not be provided with meals or compensation in lieu thereof until such time as heat and cooks are provided.
- (c) Employees employed when refit commences, when not provided with meals, will be compensated thereof at the rate of thirty dollars (**\$30.00**) per day while on duty. This payment does not apply to shore personnel.
- 10.06** Employees shall be paid at their hourly rate for all time they are required to wait for ships being placed on or taken off slip prior to and after refit, but if employees have completed forty (**40**) hours work in a week prior to or after the ship being placed on or taken off slip, they shall be paid at a rate of time and one-half (**1 1/2**) of their hourly rate. If employees are called to perform work or to wait for ships to be placed on or taken off slip, they shall be paid a minimum of two (**2**) hours pay at the rate of time and one-half (**1 1/2**).
- 10.07** Upon being notified by the employee, the Company agrees that any error in pay in the amount of **\$40.00** or more will be corrected within five (**5**) days of receipt of such notification.
- 10.08** An employee required to remain onboard ship for "Security Purposes" after he has completed his tour of duty shall be compensated for such security duty up to sixteen (**16**) hours by payment of thirteen dollars (**\$13.00**) during the sixth trip, twenty-one (**\$21.00**) dollars during the 5 and 5 1/2 trip, twenty-five dollars (**\$25.00**) for the fourth trip. Security Watchmen (Deckhands, Quartermasters, Bosuns and Bosuns Mate) are to report to the bridge and sign in on reporting for security watch subject to Standing Orders. If an employee is required to do manual work during such ship keeping, he shall be paid for such hours worked at the overtime rate.
- 10.09** Employees when required to clean tanks, separators, boilers, ports, bilges and open sewage system, shall be paid a bonus of three dollars (**\$3.00**) per hour extra as "dirty money" and shall be supplied with heat while performing such duties, and shall be supplied with heavy suction while painting in unventilated places. Terminal maintenance employees will be eligible for "dirty money" when required to work on the sewage grinder.



- 10.10 If during a crew change an employee is re-called to work and is subsequently not required, such employee will be paid a minimum of four (4) hours at the straight time rate.
- 10.11 The Company agrees during each year of this Agreement, to pay a sum of \$3,500 towards paid Educational Leave and Social Justice Fund (the sum is the total for both Local 4508 and Local 4508A) annually.

#### ARTICLE 11 - STATUTORY HOLIDAYS

- 11.01 Work on Statutory Holidays and Sundays shall be confined to only navigational duties of the ship, routine work and in loading and unloading of traffic.
- 11.02 The following days shall be considered Statutory Holidays:
- New Years Day
  - Good Friday
  - Victoria Day
  - Canada Day
  - Labour Day
  - Thanksgiving Day
  - Armistice Day
  - Christmas Day
  - Boxing Day
  - Heritage Day (when proclaimed)

The day observed by the Federal Government shall be considered as the Statutory Holiday.

- 11.03 Employees required to perform work on the above mentioned Statutory Holidays shall be paid an additional day's pay for each Statutory Holiday so worked.
- 11.04 When the rest day of an employee falls on one of the specified holidays mentioned in Article 11.02, the employee concerned shall be paid an extra day's pay in addition to his/her regular salary as per the employees classification.
- 11.05 Commencing 2004, employees required to perform work on Victoria Day 2004, Canada Day 2004, Labour Day 2004, shall be paid in addition to his/her regular rate of wages for these days, an extra 8 hours pay at a rate of one and one-half times his/her regular rate of wages.
- 11.06 Commencing 2004, when the rest day of employees falls on Victoria Day 2004, Canada Day 2004, and Labour Day 2004, the employee concerned shall be paid in addition to his/her regular wages for these days, an extra 8 hours pay at a rate of one and one half times his/her regular rate of wages.

**11.07** Employees on sick leave, bereavement leave, leave of absence or disciplinary suspension will not be entitled to this Statutory Holiday pay benefit.

**11.08** In lieu of Statutory Holiday pay, the employee shall have the option of banking Statutory Holiday hours.

## ARTICLE 12 - VACATION PAY AND VACATIONS

**12.01** Vacation pay will be included at the applicable percentage with each pay.

**12.02** Employees covered by this Agreement shall receive vacation pay on the following basis:

- (a) One (1) to sixty (**60**) months of employment - four (**4%**) percent.
- (b) Sixty-one (**61**) to one hundred and twenty (**120**) months of employment - six (**6%**) percent.
- (c) Over one hundred and twenty (**120**) months of employment - eight (**8%**) percent.
- (d) Employees with **20** or more years of service and upon retirement will receive **10%** vacation pay (difference between 8% and 10% based on earnings during last year of employment).

**12.03** Effective January 1, 2000, for Vacation Pay purpose, one (1) year will constitute a maximum of **255** days accumulative employed service.

**12.04** Provided a replacement from within the Company is available, Unlicensed personnel requesting leave of absence for vacation purposes shall make written application thirty (**30**) days in advance. Such leave shall be without pay. During peak season leave limited to two (2) weeks and during shoulder season four (**4**) weeks.

## ARTICLE 13 - ATTENDING COURT

**13.01** In cases in which the Company is involved and employees lost time by reason of being required to attend Court, or Coroner's Inquest, or to appear as witnesses, such employees will be paid for time lost. Necessary actual expenses while away from his position will be allowed upon production of receipts. Any fee or mileage accruing shall be assigned to the Company.

**13.02** Any employee who is summoned for Jury Duty or a Coroner's Inquest **and** is required to lose time from work as a result thereof, will not lose any regular wages, but will be required to remit to the Company the amount allowed for such Jury Duty or Coroner's Inquest.

#### ARTICLE 14 - HELD FOR INVESTIGATION OR COMPANY'S BUSINESS

14.01 Employees held for Company's investigation or Department of Transport investigations and where no responsibility is attached to them in connection with the matter under investigation (i.e. not subject to discipline), or on Company's Business, or instructions of the Company's designated Officer will, if required, to lose time by reason thereof, be paid for time lost. Necessary actual expenses while away from his position will be allowed upon production of receipts.

#### ARTICLE 15 - EMERGENCY DUTIES

15.01 Any work necessary for the safety of the vessel, passengers, crew or cargo, or for the saving of other vessels, lives or cargoes, shall be performed at any time on immediate call by all members of the Unlicensed personnel, notwithstanding any provision of this Agreement which might be construed to the contrary. The Master will be the sole judge.

#### ARTICLE 16 - COMPANY SAFETY REGULATIONS

- 16.01 Any safety regulations which the Company may now have in force, for the safety of the vessel, crew and passengers, and any further safety regulations or amendments to existing safety regulations which the Company shall put into effect during the term of the Agreement, and which are brought to the attention of the employees, shall be strictly adhered to by all employees. Violation of such regulations shall be sufficient cause for dismissal.
- 16.02 The Company shall provide the Health & Safety Officers appointed by the Union with copies of all Health & Safety Committee meetings from each ship within 24 hours.
- 16.03 Any health and safety concerns forwarded by the Health & Safety Committees will be investigated within 72 hours by the Company.
- 16.04 The Company agrees that the Local's Health and Safety Officer will be given an open invitation to attend shipboard safety meetings, and the meeting dates on either vessel, scheduled on a date when the Health and Safety Officer attends and is required to miss scheduled work time, the Health and Safety Officer will not have the time deducted. It is also recognized that if it is necessary for the Health and Safety Officer to attend a work related official investigation of an incident involving health and safety in the workplace, the Health and Safety Representative is to be paid for all time required to be spent at meetings or on other duties as assigned by the company at his/her last rate of pay.
- 16.05 The National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW) and Northumberland Ferries Limited agrees to the formation of the Safety Committee. Composition of such a Committee will be consistent with the requirements as set out under the Canada Labour Code Part II and Transport Canada (Marine Safety Directorate).

- 16.06 The Company shall comply with regulations on air quality, noise control and hearing conservation and shall on an individual basis where required provide a hearing protection device approved by CSA. If the employee wants a different variety of device the company will contribute an amount not to exceed the cost of the company supplied device, The Health and Safety Committees shall ensure that all devices comply with CSA standards.
- 16.07 The Company agrees to pay for Doctor's cost for Marine Medical certificate as required.
- 16.08 The Company will provide CSA approved protective footwear to employees every 24 months of employment as per government directives. With company approval employees required to wear safety footwear shall have the option of purchasing their own footwear. The company will contribute an amount not to exceed the cost of the company issued footwear on a separate cheque. All footwear shall comply with CSA standards.
- 16.09 The Company agrees to the formation of an employee assistance program committee composed of Company and Local CAW Representatives, Such committee shall be instituted within 60 days after ratification of this agreement.
- 16.10 Watchman's rounds will be limited to rounds every hour unless extenuating circumstances deem otherwise.

#### ARTICLE 17 - AUTHORITY OF MASTER

- 17.01 The Union agrees that the Master of the vessel has the exclusive right to direct the crew and to hire, promote, demote, transfer, lay-off suspend or discharge employees and that such hours be worked at sea and in port, as shall be directed by the Master or his Deputy.
- 17.02 The Company agrees that these powers and rights will not be exercised in conflict with any of the provisions of this Agreement, and by the Union that when any employee considers that an order or direction of the Master is, in his opinion, in conflict with the terms of this Agreement, he shall, nevertheless, obey such order or direction and thereafter, through the grievance procedure herein provided, seek redress.

#### ARTICLE 18 - DRILLS

- 18.01 No overtime whatsoever will be payable for the carrying out of fire drills or lifeboat drills, and the Company agrees to carry them out as far as possible during normal working hours.

#### ARTICLE 19 - STOPPAGE OF WORK

- 19.01 There shall be no strike, lock-outs or stoppage of work while the provisions of this Agreement are in effect.

- (a) Refusal by employees covered under this Agreement to cross a picket line which they have established to be legal and which has been formed by locals belonging to Northumberland Ferries Limited shall not constitute a violation of this Article.
- (b) Such employees who refuse to cross a picket line agree to take the ships to a safe and secure berth.

## ARTICLE 20 - GENERAL

- 20.01** Proper, clean and ventilated sleeping quarters shall be provided as far as reasonable and economically possible. Whenever possible on vessels, each Unlicensed personnel while on duty shall have his own stateroom furnished and equipped in accordance with general standards.
- 20.02** The Company shall furnish each employee onboard the ship with bed linen; two (2) towels each week; soap in dispensers or one (1) cake of standard size soap each week. The employee must turn in his linen and towels to proper officer for renewal each week. The above items will be provided at the shore based accommodations.
- 20.03** Officers shall assign employees on duty to clean crews quarters, mess rooms, showers and toilets daily.
- 20.04** The crew shall be served the same quality food as the Officers.
- 20.05** A lunch will be made available to employees at night. This is to involve no overtime payment to any employee by the Company.
- 20.06** Any member of the Unlicensed personnel who suffers loss of clothing and/or personal effects through marine disaster or shipwreck, shall be compensated by payment of an amount up to **\$300.00**.
- 20.07** It will be permissible for notices of interest to employees to be posted on a Notice Board on vessels.
- 20.08** The Company as far as practicable and economical, employ their employees for work during lay-ups and refit.
- 20.09** The Trusteed Pension Plan which came into force January 1, 1981 to remain in effect during the duration of this Agreement. Effective May 1, 1998, the contribution will be 5.25% employer and 5.25% employee of regular earnings. Statutory holiday pay to be included in pension plan contribution.
- 20.10** Employees covered by this Agreement who are not paid on a full calendar year basis and who obtain a 4th Engineer or better certificate or a 2nd or better Deck Officer Certificate and return to the employment of the Company, may be paid the sum of \$250.00 to assist in any expenses incurred by such employees in obtaining such certificates.

- 20.11 During the operating season, Toll Booth Cashiers, Wharfingers and Watchmen will be paid a meal allowance of \$10.50 per week. New entrants in these groups are not eligible for the above allowance.
- 20.12 (a) Established employees shall be paid Severance Pay in accordance with the Canada Labour Code. Period of employment shall be considered as continuous for the calculation of Severance Pay.
- (b) Seasonal employment shall be considered as accumulated time worked for the calculation of Severance Pay.
- 20.13 Employees who are promoted from the Unlicensed group to a Deck Officer/Engineer Officer position during the season, upon reverting back to the Unlicensed group, will while employed in the Unlicensed group remain on Officer rates for a period of up to three weeks per season, pro-rated on one week (7 days) pay for each 28 day period the employee was employed in an Officer position.
- 20.14 Upon request, employees may be given reasonable opportunities to learn work of equal or higher positions during their lay-off time. Time spent training will be considered in promotion to positions covered under this Agreement.
- 20.15 (a) If personnel are required by the Company to take training/certificates related to their work, the employer will pay all costs incurred including accommodations, mileage, meals and lost wages.
- (b) The Company agrees to pursue with the Union all avenues to have training (voluntary and compulsory) provided by both Federal and Provincial governments. However if it becomes necessary that additional funding is required and it cannot be obtained from levels of government, the Company and Union agree to meet within 60 days so to negotiate a funding formula. To the best extent possible, training will be taken during the period that the service is not operating.
- 20.16 The Company will maintain the present Group Insurance Plan in effect during the term of this Agreement. The following benefit program will apply.
1. Life insurance \$75,000.
  2. A.D. & D. - as above.
  3. Medical - as per plan booklet. Effective January 1, 2003 a \$3.00 deductible will be required under the Prescription Drug Plan for each prescription.
  4. Weekly Indemnity - to start after three (3) days and up to seventeen (17) weeks - see plan booklet.
  5. Provision for Long Term Disability (LTD) - will be paid by the employee.

6. Items 1 to 4 effective January 1, 2000 (a) payment of 95% Company and 5% Unlicensed personnel.
  7. Eligible employees laid-off, on leave of absence or on strike will be responsible for their own payments.
- 20.17 Effective July 15, 1993, employees who have reached or those employees who attain their 65th birthday thereafter, will be required to accept mandatory retirement.
  - 20.18 (a) The Company is to advise the Union ninety (90) days in advance of dry-dock/refit plans and the Company reserves the right to alter plans if necessary.
    - (b) The Company is to provide a portable washer and dryer when the vessels are away in dry-dock.
  - 20.19 The Company agrees to print 200 copies of the Collective Agreement for distribution to Local 4508.
  - 20.20 Any Unlicensed employee serving on the HOLIDAY ISLAND in dry-dock will be provided with weekly hotel/motel rooms (maximum of two persons per room), reasonable transportation as required and supplied with prepared meals onboard the ship during the regular work week and access to the galley and reasonable food supplies on weekends.
  - 20.21 The Company agrees during each year of this Agreement, to pay a sum upon being notified from the Local of \$1,000 for "Lost Time For Union Business" (the sum is the total for both Locals 4508 and 4508A).
  - 20.22 (a) All deck and cafeteria employees will be polled in regard to preference of a papapaooo or papaooopapao shift when operating on a 5 trip schedule and the Company will give due consideration to the majority decision of the employees. However, if the papapaooo shift is the shift that is granted, the Company will monitor the employees for any extra signs of fatigue, or other legitimate dissatisfactions and give consideration to reverting to the papaooopapao shift accordingly.
 

The Company will also continue to give full consideration to the concept of working three full days out of seven on what it considers a regular 4 trip schedule (the majority of the departures being approximately one hour and thirty-five minutes) and will give consideration to the concept of working three full days out of eight on what it considers an extended day four trip schedule (the majority of the departures being approximately 2 hours).

    - (b) Toll Booth personnel will have a work schedule of four **(4)** days on followed by four (4) days off.

- (c) The parties agree that deck and cafeteria employees employed with Northumberland Ferries Limited shall be allowed the option of establishing a work schedule based on or similar to a concept of two (2) days on duty followed by four (4) days off duty.

This particular work schedule will be in effect during the 4 1/2 trip sailing schedule only and subject to the following conditions:

- (i) Deck and cafeteria employees will continue to work under a split shift system during a 5, 5 1/2 and 6 trip sailing schedule(s).
  - (ii) As a result of the transition between the 4 1/2 trip schedule and a 5, 5 1/2 and 6 trip sailing schedule(s), no claim for overtime will be made by deck and cafeteria employees.
  - (iii) The galley staff on both vessels are to be given a rotating shift different than the one that is presently assigned.
- (d) One Quartermaster per shift on all vessels akin the present practise on the mv CONFEDERATION; however on each shift, the next Senior Quartermaster will be assigned as a Relief Quartermaster/Deckhand.

20.23 Observing the following guidelines, Unlicensed personnel may be allowed to trade working days.

- (a) Trading of working day(s) not to exceed a day or two.
- (b) Before a trade is authorized, the person requesting must supply his/her Department Head with the completed arrangements, i.e. reason, the day on which the shift will be repaid.
- (c) As a result of sailings being cancelled due to weather conditions, employees may trade their assigned shift.
- (d) No crew member will be permitted to accumulate a number of days owed to him/her.
- (e) Trading of working days are to be noted on the timesheets as follows:
  - (i) The timesheet of the person scheduled to work as per the posted work should enter:-The time worked "From - To" and the total hours worked. A short note to indicate who actually worked this day, i.e. "John Smith worked this day".



- (ii) The timesheet of the person scheduled to be on a lay-off day as per the posted work schedule enter: -"L/O" (lay-off) A short note to indicate that the person actually worked on this day and for whom he worked, i.e. "Worked this day for John Doe".
- (f) The Department Head will inform the Duty Master of any trading of working days.

The Duty Master will record, in the "Master's Daily Status Book", the particulars of all trading.

- 20.24 Northumberland Ferries Limited agrees that in the event of the building of a second vessel for the Company, discussions will be held with Local 4508 on the issue of severance for Unlicensed personnel.
- 20.25 The Company agrees to form a group similar to the Trusteed Pension Plan committee to study the health plan cost and benefits.

#### ARTICLE 21 - DEDUCTION OF DUES

- 21.01 The Company shall deduct from the payroll wages due and payable to each employee coming within the scope of this Agreement, an amount equivalent to the uniform monthly Union dues, subject to the conditions and exceptions set forth hereunder.
- 21.02 The amount to be deducted shall be equivalent to the uniform regular dues payment of the Union, covering the position in which the employee concerned is engaged and shall not include initiation fees or special assessments. The amount of regular dues of the Union in accordance with its constitutional provisions. The provisions of this Agreement Article shall be applicable on receipt by the Company of notice in writing from the Union of the amount of regular monthly dues.
- 21.03 Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Local concerned. Membership shall not be denied for reasons of race, national origin, colour or religion.
- 21.04 Deductions shall commence from the payroll for the **pay** period of the calendar month following completion of thirty (30) calendar days after date of first service in a position subject to this Agreement.

- 21.05 If the wages of an employee payable on the payroll for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages and dues not deducted in an earlier month.
- 21.06 Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, shall be made from wages prior to the deduction of dues.
- 21.07 The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the officer of the Union not later than fifteen (15) calendar days following the pay period in which the deductions are made.
- 21.08 The Company shall not be responsible financially or otherwise, either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust the amount directly with the employee. In the event of any mistakes by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Agreement shall terminate at the time it remits the amounts payable to the designated officer or officers of the Union.
- 21.09 In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to Article 21.01, all parties shall cooperate fully in the defence of such action.
- 21.10 Each party shall bear its own cost of such defence except that it be at the request of the Union, Counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

## ARTICLE 22 - REHABILITATION

- 22.01 When mutually agreed between the proper Officer of the Company and the appropriate National Representative of the Union, an employee who has become unfit\* to follow his usual occupation may:
- (a) displace a junior employee in his own seniority group for whose position he/she is qualified; or

- (b) be placed, when mutually agreed between the proper Officer of the Company and the appropriate National Representative of the Union, in another position, notwithstanding that it may be necessary to displace an able-bodied employee to provide suitable employment for him.

**Note:** The Company Medical Representative will determine an employee's fitness to follow his usual occupation. The appropriate National Representative of the Union will be advised when a rehabilitated employee becomes fit to follow his usual occupation.

When dealing with incapacitated employees, seniority shall govern in respect to preference of shift and employment.

A rehabilitated employee placed on a position shall not be displaced by an able-bodied employee so long as he remains on such position, except when a senior employee is otherwise unable to hold a position in his seniority group. Should he subsequently recuperate, he shall be subject to displacement, in which case he shall exercise his seniority rights.

#### ARTICLE 23 - GOVERNMENT LAWS AND REGULATIONS

- 23.01 Nothing contained in this Agreement shall be construed as to render null and void the obligations of the signatories under the provisions of the Canada Shipping act or other Government legislation or regulations, nor to impair in any manner whatsoever the absolute authority of the Master.
- 23.02 Neither the Union nor the Company will interfere directly or indirectly with the rights granted under Section 183 or 184 of the Canada Shipping Act.

ARTICLE 24 - TERMINATION OF AGREEMENT

24.01 This Agreement shall become effective January 1, 2003 and shall remain in effective until December 31, 2004 and thereafter until revised, amended or terminated, subject to sixty (60) days notice in writing from either party thereto, which notice may be served any time after October 31, 2004.

SIGNED at Charlotte Harbor this 8<sup>th</sup> day of August, 2003.

Barron Davis Catherine Ross (sic. sec)  
J.P. A. Bennett Robert Langille  
[Signature] [Signature]

For: Northumberland Ferries  
Limited

For: The National Automobile,  
Aerospace, Transportation and  
General Workers Union of Canada  
(CAW Canada)

Dated: Aug 7/2003

## LETTER OF UNDERSTANDING #1

- A. To adequately compensate NFL employees for possible future reductions in ferry operations, 30 days after the signing of the Agreement, the parties will set up and participate in a Committee comprised of all employee bargaining units, with a common aim to commit the Federal government to consider NFL employees for a future severance consideration, similar to a final one settled upon for Borden/Cape Tormentine Marine Atlantic employees.
  - B. For any next season job losses which may result to present seasonal employees, if a ferry was permanently taken out of service due to level of service cutbacks, the Company will commit to work through Federal and Provincial agencies to structure a fee paying training option for effected employees.
  - C. Successor Rights. In the case of a sale, lease, transfer of Northumberland Ferries Limited, the Licensed and Unlicensed Agreements held by National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) will continue in force and effect.
  - D. Provided a current Collective Agreement is in place and if an extension of service is not foreseen beyond the end of the 2004 season, it is agreed that the Federal government will be approached anytime after March 31, 2003 by Northumberland Ferries Limited and CAW on behalf of Locals 4508 and 4508A either singularly and/or jointly and request the Federal government give consideration to providing funding for employees towards a severance and training package to offset the adverse effects on the employees.
  - E. The Company will provide the Executive of Locals 4508 and 4508A the earliest reasonable advanced notice possible if there is a change in the printed operating schedule.
  - F. Sexual Harassment and Human Rights. A policy on sexual harassment and human rights shall contain the following provisions.
    - (a) All employees have the right to a harassment-free workplace. Employees engaging in such activity are subject to disciplinary action up to and including dismissal.
    - (b) Sexual harassment means any conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation to any individual that might, on reasonable grounds, be perceived by that individual as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- Note:** Sexual harassment is generally comprised of objectionable and offensive behaviour which may occur once or repeatedly. Unwelcomed sexual advances, requests for sexual favours, and other verbal, pictorial or physical conduct of a sexual nature constitutes sexual harassment.

- (c) Personal harassment is a disruptive, work related problem which can occur in any form and at any level - between peers, supervision to subordinates, subordinate to supervisor, or employees to clients. It is unacceptable behaviour which denies individuals their dignity and respect, and which threatens to affect the well being or job performance of an individual and is found to be offensive, embarrassing or humiliating.
- (d) An employee who alleges that he/she has been subject to harassment may contact the employee assistance counsellor to request assistance with the problem. In the alternative, an employee who alleges he/she has been subjected to harassment may follow the steps contained in the Harassment in the Workplace Policy through the internal redress procedure. Employees maintain the option of filing a formal complaint with the Canadian Human Rights Commission.
- (e) The Employer shall post a policy regarding harassment in the workplace.

#### G. Training

The Company will allocate \$10,000 to assist unlicensed employees covered by this Agreement to enrol in marine-related training. These funds are to be used for training costs exclusive of wages.

The training must be taken after January 1, 2000 in order to be eligible for assistance.

The Company will work with Human Resources Development Canada to procure any funding assistance which may be available to supplement the \$10,000.

Any employee who is interested in such marine-related training is to make application to the Company through the Union executive.

- H. The Company agrees to the formation of a Dental Health Committee. The purpose of the committee would be to seek out a dental health carrier through a "request for proposal" (REP) that would be interested in providing a dental health coverage under a payroll deduction plan.

I. The Company agrees to the formation of a labour/management committee.

SIGNED at Charlottetown this 7<sup>th</sup> day of August, 2003.

J. S. Bennett Katherine Ross (sec. sec)  
Brian Harris Robert Langille  
[Signature] [Signature]

For: Northumberland Ferries Limited

For: The National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW Canada)

Dated: Aug 7/2003

LETTER OF UNDERSTANDING #2

- A. The Company agrees to meet with the Union 90 days in advance to present planned or known dry-dock, refit or lay-up activities. During this meeting employees covered by this agreement and the Company will have the opportunity to identify how the Company as far as practical and economical could employ their employees.
- B. The Company will continue to utilize members of this CAW bargaining unit in current operated cafeteria and galley activities.
- C. The Company agrees to explore avenues for funding to provide shore-based accommodations at Wood Islands.
- D. The Company agrees to set the Maintenance Positions pay rate at the same position as the Bosun, provided the Wood Islands position is bulletined under the terms of this agreement, and the successful applicant remains in the position on a year round basis.

The Caribou Position to remain status **quo**.

- E. The Company agrees to the formation of a LTD committee, the purpose of which will be to identify alternatives for the reduction of the cost of LTD benefits.
- F. During the negotiations, the parties discussed health effects on employees associated with excessive heat and humidity conditions in the workplace. The Company agrees to work with Workplace Occupational and Health and Safety Committees to ensure that appropriate contingency plans are implemented. These contingency plans will be developed in accordance with recognized Canadian Marine Occupational Health and Safety Regulations.

SIGNED at Charlottetown this 7 day of August, 2003.

[Signature]  
Barrie Harris

[Signature]  
Catherine Ross (rec. sec.)  
[Signature]  
Robert Langille

[Signature]  
[Signature]

For: Northumberland Ferries  
Limited

For: The National Automobile,  
Aerospace, Transportation and  
General Workers Union of Canada  
(CAW Canada)

Date d: Aug 7 / 2003



NORTHUMBERLAND FERRIES LTD.  
UNLICENSED UNION

<b>Classification</b>	<b>Pay Rate Hourly</b>	<b>2003 Weekly</b>	<b>Stat Holiday</b>	<b>Pay Rate Hourly</b>	<b>2004 Weekly</b>	<b>Stat Holiday</b>
Ship's Clerk	\$ 18.58	\$ 743.20	\$ 148.64	\$ 19.14	\$ 765.60	\$ 153.12
Head Cashier	\$ 18.58	\$ 743.20	\$ 148.64	\$ 19.14	\$ 765.60	\$ 153.12
Asst. Head Cashier	\$ 17.69	\$ 707.60	\$ 141.52	\$ 18.22	\$ 728.80	\$ 145.76
Bosun	\$ 17.24	\$ 689.60	\$ 137.92	\$ 17.76	\$ 710.40	\$ 142.08
Quartermaster	\$ 16.95	\$ 678.00	\$ 135.60	\$ 17.46	\$ 698.40	\$ 139.68
Bosun Mate	\$ 16.84	\$ 673.60	\$ 134.72	\$ 17.35	\$ 694.00	\$ 138.80
Oiler	\$ 16.73	\$ 669.20	\$ 133.84	\$ 17.23	\$ 689.20	\$ 137.84
Deckhand	\$ 16.21	\$ 648.40	\$ 129.68	\$ 16.70	\$ 668.00	\$ 133.60
Watchman	\$ 16.21	\$ 648.40	\$ 129.68	\$ 16.70	\$ 668.00	\$ 133.60
Wharfinger	\$ 16.21	\$ 648.40	\$ 129.68	\$ 16.70	\$ 668.00	\$ 133.60
Maintenance	\$ 17.24	\$ 689.60	\$ 137.92	\$ 17.76	\$ 710.40	\$ 142.08
Chief Cook	\$ 16.21	\$ 648.40	\$ 129.68	\$ 16.70	\$ 668.00	\$ 133.60
Head Waitress	\$ 16.21	\$ 648.40	\$ 129.68	\$ 16.70	\$ 668.00	\$ 133.60
Steward	\$ 16.21	\$ 648.40	\$ 129.68	\$ 16.70	\$ 668.00	\$ 133.60
Cashier	\$ 16.21	\$ 648.40	\$ 129.68	\$ 16.70	\$ 668.00	\$ 133.60
Parking Lot Attendant	\$ 14.90	\$ 596.00	\$ 119.20	\$ 15.35	\$ 614.00	\$ 122.80
Waitress	\$ 13.78	\$ 551.20	\$ 110.24	\$ 14.19	\$ 567.60	\$ 113.52
Stewardess	\$ 13.78	\$ 551.20	\$ 110.24	\$ 14.19	\$ 567.60	\$ 113.52
Steward Gr. II	\$ 13.78	\$ 551.20	\$ 110.24	\$ 14.19	\$ 567.60	\$ 113.52
Attendant	\$ 13.73	\$ 549.20	\$ 109.84	\$ 14.14	\$ 565.60	\$ 113.12

## APPENDIX 1

### UNLICENSED GROUP - ESTABLISHED POSITIONS

#### Established Positions - Numbers

Quartermasters.....	10
Bosun.....	3
Bosun Mates .....	2
Deckhands .....	26
Stewards .....	3
Stewards Gr. I.....	2
Stewards Gr. II.....	5
Wharfingers .....	4
Watchmen.....	4
Sub-Total.....	59

Head Cook.....	3
Junior Head Cook.....	2
Assistant Cook.....	5
Head Waitress.....	3
Junior Head Waitress.....	2
Waitress .....	5
Stewardess.....	5
Sub-Total.....	25

Oilers	
Sub-Total.....	12

#### Terminals

Toll Booth.....	4
Attendants.....	4
Parking Lot Attendants.....	7
Maintenance Persons .....	2
Ships Clerks.....	2
Sub-Total.....	19

Total Unlicensed Group..... 115

The above present 115 established positions will be maintained during the term of this Agreement with the following revisions.

**Abolished - Numbers**

Quartermaster .....	4
Steward Gr. I .....	2
Head <b>Cook</b> .....	1
Assistant <b>Cook</b> .....	5
Total .....	12

**New Bulletin Posted Created**

Deckhands .....	4
Bosun Mate .....	1
Steward Gr. II .....	1
Head Waitress .....	1
Waitress .....	4
Stewardess .....	1
Total .....	12

However. when any of the present 12 established Oilers positions become vacant. such positions will not be bulletined until the number is reduced to 7 and the total established positions will **be** reduced to 110.

During this period of reduction. any of the 12 established Oilers that are laid-off will have the right to displace a seasonal employee during operating season in other groups for which he/she is qualified. This Article supersedes any other Article in the Agreement on lay-offs.