

SOURCE	<i>Comp</i>		
<i>wages</i> EFF.	49	01	01
TERM.	2000	12	31
No. OF EMPLOYEES	440		
NO. DE EMPLOYES	<i>440</i>		

COLLECTIVE AGREEMENT

BETWEEN

THE ST. LAWRENCE SEAWAY MANAGEMENT CORPORATION

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA

---

OPERATIONAL AND MAINTENANCE GROUP

January 1, 1999 - December 31, 2000

Signed March 29, 1999

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Agreement made this 29th day of March 1999.

BETWEEN:

THE ST. LAWRENCE SEAWAY MANAGEMENT CORPORATION,  
a body corporate, hereinafter referred to as "The Corporation"  
or "The Employer".

And

THE NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS UNION OF  
CANADA (Operational and Maintenance Forces) hereinafter  
referred to as "The Union".

## GENERAL

Wherever the masculine gender appears in this Agreement, it shall also mean the feminine gender unless the context requires otherwise.

## ARTICLE 1

### Definitions

- 1.1 ASSEMBLY POINT (Contracts Section) - The location where an employee or employees report to work and from which they depart after completing their day's work. Assembly points shall not be changed for periods of less than one week's duration. However this provision shall not apply to drill crews.
- 1.2 ASSIGNMENT - The function to which an employee of the Corporation has been appointed with reference to the time, the location and the position.
- 1.3 CLASSIFICATION - The title describing a position to which an agreed wage rate applies.
- 1.4 DAY - The period between midnight of one calendar day and midnight of the next. Reference to days in this Agreement shall mean work days unless otherwise specified.
- 1.5 EMPLOYEES COVERED BY THIS AGREEMENT - Present and future employees of the Corporation, as described by the Canada Labour Relations Board certificate issued July 8, 1959 and amendments thereof, who are assigned to positions classified in APPENDIX "A" or amendments thereof.

- 1.6 LAID-OFF EMPLOYEE - An employee separated from the service of the Corporation by reason of the abolition of his position, or by reason of being replaced by another employee in the exercise of his seniority rights.
- 1.7 REGIONS - There are two Regions:
- i) Maisonneuve Region: Which includes the South Shore Canal, the Beauharnois Canal, the Cornwall Canal and Iroquois Canal.
  - ii) Niagara Region: Which includes the Welland Canal.
- 1.8 AREAS OF EMPLOYMENT - There are four (4) areas of employment covered by this Agreement:
- i) South Shore Canal
  - ii) Beauharnois Canal
  - iii) Cornwall Canal and Iroquois Canal
  - iv) Welland Canal
- 1.9 SENIORITY GROUP - Means the employees on the seniority list for the Niagara Region or the employees on the seniority list for the Maisonneuve Region.
- 1.10 MONTH - Unless otherwise indicated herein, means the period between similar dates in consecutive calendar months.
- 1.11 NAVIGATION SEASON - The continuous period on each canal during which the canal is open to general navigation. Occasional navigation for a restricted purpose or experimental navigation on a test basis shall not be considered a part of the navigation season.
- 1.12 POSITION - An aggregation of duties, tasks and responsibilities, requiring the services of one individual. Positions may be created by the Corporation on a temporary basis for a limited duration or on a permanent basis for an indefinite term during the pleasure of the Corporation.
- 1.13 OVERTIME - There are three types of overtime covered by this Agreement:
- i) Scheduled overtime: Overtime, other than continuous overtime, which is separated from the employee's previous work period by a minimum of eight (8) hours and of which an employee has received notice at least eight (8) hours in advance;
  - ii) Continuous overtime: That which immediately precedes or follows the regularly assigned hours of work of the employees concerned;
  - iii) Any other overtime.
- 1.14 YEAR - The calendar year.

## ARTICLE 2

### Recognition

The Corporation recognizes the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W.) as the sole bargaining agent for the employees covered by this Agreement and agrees to negotiate with the Union on matters affecting the wages and working conditions of the said employees.

## ARTICLE 3

### Union Business

- 3.1 Necessary leave of absence without pay may be granted to employees covered by this Agreement for the purpose of attending general or special meetings of the Union, and for education leave organized by the C.A.W. Necessary leave of absence without pay shall also be granted to such employees as are elected or appointed to full-time positions in the employ of the Union; leave under this Article must be expressly approved by the Corporation but such approval shall not be unreasonably withheld. The name of an employee covered by this Agreement shall be continued on the seniority list while he is on such leave.
- 3.2 Necessary leave of absence without pay will be granted to employees for the purpose of collective bargaining. However, six members of the collective bargaining team shall be paid for such leave, at his regular or acting rate for each day of face to face collective bargaining meetings between the parties; leave under this Article must be expressly approved by the Corporation but such approval shall not be unreasonably withheld.
- 3.3 At points or in offices, etceteras, where bulletin boards are maintained by the Corporation for posting of notices of interest to the employees covered by this Agreement, it shall be permissible for the Union to maintain a similar board for the same purpose, and in addition, where no bulletin board is maintained by the Corporation, the Union may do so upon obtaining permission.

## ARTICLE 4

### Union Management Consultation Committee

- 4.1 Recognizing the community of interest in the efficient operation of the Seaway and believing that the basis of good industrial relations rests upon satisfactory co-operation, the Corporation and the Union agree to work together in the establishment and operation of Union Management Consultation Committees for each of the Maisonneuve and Niagara Regions of the Seaway.
- 4.2 Each Union Management Consultation Committee shall be composed of up to six (6) representatives appointed by the Corporation and up to six (6) representatives appointed by the Union. Chairpersonship shall alternate between a Corporation representative and a Union representative as decided by the Committee.

- 4.3 The Committees shall meet on a bi-monthly basis, at the call of the Chairpersons, to discuss ways and means of improving working methods and efficiency; of eliminating waste; of maintaining good morale; and of promoting social and recreational activities.

## ARTICLE 5

### Grievance Procedure

- 5.1 The employees are encouraged to discuss all problematic situations with his immediate Supervisor as soon as possible, with the aim of finding a solution.

Should an employee or the Union believe that an employee has been unjustly dealt with, or that the provisions of this Agreement have not been complied with, the following procedure shall apply:

#### Step 1

A complaint or grievance shall be presented to the Manager concerned within twenty (20) days of the date of the alleged incident, by not more than two (2) Union representatives, and the Manager or his delegate shall render his decision within five (5) days.

#### Step 2

If a complaint or grievance is not adjusted to the satisfaction of the Union under Step 1, it shall be taken up within twenty (20) days to the Vice-President, who shall render his decision for the Corporation within fifteen (15) days.

- 5.2 If the Union and the Corporation are unable to agree to the adjustment of any complaint or grievance, or in regard to any matter as to which agreement is called for herein, or if the Union is not satisfied with the decision by the Corporation under Article 26, either party may, in writing, within sixty (60) calendar days, require that the matter be referred to an Arbitrator.

- 5.3 The parties agree to name Mr. Michel Picher, as sole Arbitrator, to arbitrate all outstanding grievances under this Agreement.

If Mr. Picher cannot find an available date within ninety (90) days for a hearing, the parties agree to name another Arbitrator to cover such situations.

If mutual agreement cannot be reached as to the selection of an Arbitrator, either party may then request the Federal Minister of Labour to appoint an Arbitrator.

- 5.4 An Arbitrator, to which a matter is referred, shall hear all evidence in the case and shall render a decision, which decision shall be final and binding upon the parties to this Agreement.

- 5.5 The costs of the Mediator or Arbitrator shall be borne equally between the parties to this Agreement.

- 5.6 An Arbitrator, is not authorized to alter, modify, or amend any part of this Agreement provided that the Arbitrator shall have the power to make a just and equitable determination of questions concerning discipline and discharge and this shall include the right to award with, or without, degrees of compensation.
- 5.7 The Corporation and/or the Union may request Mr. Picher to act as a Mediator-Arbitrator. This process would allow Mr. Picher to resolve the dispute before arbitration if a mutual agreement can be reached between the Company and the Union.
- 5.8 Before an arbitration takes place, both parties will meet for discovery to ensure full disclosure of information pertinent to the case and avoid surprises during the mediation/arbitration process.
- 5.9 The time limits provided for by this Article may be extended by mutual agreement between the parties, but no matter shall be nullified through a technical question raised in respect to a lapse of time occurring due to a reasonable oversight or resulting from a misunderstanding or reasonable delay.
- 5.10 Upon application, the Union Committee of not more than three (3) employees shall be granted necessary leave of absence with pay for investigation and presentation of complaints or grievances.

## ARTICLE 6

### Check-Off - Union Dues

- 6.1 The Corporation shall, subject to the conditions and exceptions set forth hereunder, deduct from wages due and payable to each employee coming within the scope of this Collective Agreement, an amount equal to the prevailing dues of the Union including initiation fees, and shall remit the same by cheque (accompanied by a statement of deductions from individuals) to the Union Local Secretary-Treasurer, not later than fifteen (15) calendar days following the month in which the deductions are made.
- 6.2 The amount to be deducted shall be equivalent to the prevailing regular dues payment of the Union and shall include initiation fees, or special assessments when applicable to all members. The amount to be deducted shall not be changed during the term of the Agreement excepting to conform with a change in the amount of regular dues of the Union in accordance with its constitutional provisions. The provisions of this Article shall be applicable to the Union on receipt by the Corporation of notice in writing from the Union of the amount of regular dues.
- 6.3 Weekly deductions shall commence on the payroll from the first 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.
- 6.4 If the wages of an employee payable on the payroll, for any pay period are insufficient to permit the deductions of the full amount of dues, no such deduction shall be made from the wages of such employee by the Corporation in such pay period, The Corporation 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 the dues not deducted earlier.

- 6.5 It is understood and agreed that deductions for income tax, unemployment insurance, contributions in accordance with the SLSCM Private Pension Plan, the Public Superannuation Act and the Canada or Quebec Pension Plan shall be made from wages prior to the deduction of dues.
- 6.6 The Corporation shall not be responsible financially or otherwise, either to the Union or to an 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 any employee's wages, the Corporation shall adjust it directly with the employee. In the event of any mistake by the Corporation in the amount of its remittance to the Union, the Corporation shall adjust the amount in a subsequent remittance. The Corporation's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the designated officer or officers of the Union.
- 6.7 In the event of any action at law against the parties hereto or either of them resulting from any deduction or deductions from payrolls made or to be made by the Corporation pursuant to Article 6.1, both parties shall co-operate fully in the defence of such action. Each party shall bear its own cost of such defence except that if 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 Corporation 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 7

### Classification and Rates of Pay

- 7.1 Employees covered by this Agreement shall be assigned to positions which are classified in conformity with the classifications, wage rates and salary ranges listed in APPENDICES "A" and "B" or in conformity with such classifications as adopted by mutual agreement.
- 7.2 Employees required to work for one (1) hour or more at a higher-rated position shall receive the higher rate while so employed with a minimum of one-half (1/2) day's pay (four (4) hours or three and three-quarter (3-3/4) hours depending on the normal daily working hours involved in the acting position) at the higher rate. Employees required to work at a lower-rated position shall not have their rate reduced.
- 7.3 Employees required to attend Corporation-operated schools shall receive their regular or acting rate whichever is the greater.
- 7.4 Rates of pay for classifications created during the term of this Agreement shall be established by mutual agreement between the Corporation and the Union, provided that the Corporation may establish an interim rate of pay which shall remain in effect until such time as agreement is reached.
- 7.5 Rates of pay for classifications whose duties and responsibilities have been substantially changed shall be established by mutual agreement between the Corporation and the Union.



7.6 Upon the conclusion of the current development of the new Universal Job Classification Plan, the Corporation and the Union will negotiate and finalize the pay structure and rates associated to the new plan, in accordance with Article 2.

7.7 The Job Evaluation Committee will develop provisions for a Joint Job Evaluation Review Committee to engage in the ongoing process of evaluation of newly created or modified positions following the implementation of the new Job Evaluation Plan.

A two tier appeal process will be implemented to address complaints/issues originating from the results of job evaluation under this new plan.

7.8 Paydays will be every Thursday. Pay cheques will be made available at the time of relief to shift workers coming off their last shift on Wednesday. Where direct bank deposit applies, a pay slip detailing earnings and deductions will be remitted to the employee no later than Thursday. Direct deposits will be made no later than the opening of banking hours Thursday morning. When Thursday coincides with a holiday, the deposit will be made on the preceding workday.

7.9 Wage increases

- i) Effective January 1, 1999, all hourly rates of the wage scales are increased by 2%.
- ii) Effective January 1, 2000, all hourly rates of the wage scales are increased by 2%.

## ARTICLE 8

### Safety and Health

8.1 The Corporation shall continue to make all reasonable provisions to ensure comfortable working conditions and to ensure the occupational safety and health of all employees.

8.2 The Union will encourage its members to use all safety equipment provided and to follow accident prevention rules and regulations.

8.3 In accordance with the Canada Labour Code, necessary leave with pay will be granted to every member of the Safety Committee, at his regular or acting rate, to attend meetings of the committee or to carry out any affairs as mandated in the minutes of the Committee. Requests for necessary leave under this Article shall be submitted to the employee's Section Head as far in advance as possible and approval shall not be unreasonably withheld.

- 8.4 Employees required to wear safety footwear because they hold positions designated in the Corporation's Safety Footwear Policy shall be paid an annual amount of \$100.00 for cost reimbursement of annually purchasing such safety footwear. Special consideration shall be given to employees with foot deformities.
- 8.5 The Corporation will continue its practice of supplying at no cost to the employees concerned the clothing apparel such as coveralls, gloves, uniforms, winter parkas, and the required safety equipment other than safety footwear, as per the Corporation's schedules of replacement.
- 8.6 The Health Representatives of the Corporation shall not reveal any health information concerning a present or past employee to a third party, unless as provided by law, without the written consent of the employee for each occasion upon which health information is required.
- 8.7 Alcohol and drug abuse is recognized to be a serious medical and social problem that can affect employees and their performance. The Corporation and the Union have a common interest in encouraging early intervention and assisting employees towards full rehabilitation. The Corporation will continue to apply a comprehensive approach towards dealing with alcohol and drug abuse and its related problems, through employee and family assistance programs, educational programs and the application of the Corporate policy on this matter. Group Insurance programs will continue to be provided while employees are undergoing rehabilitation.
- 8.8 The joint policy on Discrimination/Harassment in the workplace, as appended to this Collective Agreement, applies to all employees covered by this Agreement.

## ARTICLE 9

### Regular employment

- 9.1 Recognizing the desirability of regular, year round employment for its employees, the Corporation agrees to provide regular employment for the employees covered by this Agreement, who are in permanent positions and have been in the service of the Corporation for at least ninety (90) days and who are not displaced either as a result of the abolition of a position, as the result of disciplinary action, or as the result of the exercise of seniority rights by another employee.

- 3.2 Regular employment means employment for not less than 2080 hours in each year, or 1950 hours for office employees. Hours made up by paid holidays, leave with pay, disability due to sickness or injury, voluntary absence, absence resulting from disciplinary action, and absence due to fires, floods, strikes or other emergencies, whether like or unlike those enumerated, shall be part of the 2080 or 1950 hours.

## ARTICLE 10

### Seniority

- 10.1 An employee covered by this Agreement will acquire, and be entitled to exercise seniority rights only after he has worked for the Corporation a total of sixty (60) days cumulative within any twelve- (12) month period. After seniority is acquired, it shall date from the first (1st) day of the sixty (60) day cumulative period. An employee laid off or released because his service is deemed unsatisfactory during his probationary period of employment shall not be entitled to exercise seniority rights.
- 10.2 Separate seniority lists will be maintained for Maisonneuve Region, being the South Shore, Lachine, Beauharnois, Cornwall and Iroquois Canals, and for the Niagara Region, being the Welland Canal. Except as otherwise provided, seniority rights can only be exercised within the group with which an employee is listed.
- 10.3 Employees with the same seniority date shall be ranked on the seniority list as determined by a draw, supervised by the Corporation with the Local Chairperson present. Seniority lists shall be posted in January of each year. Such lists shall show names, positions and established dates of entry into the service. Copies of the lists shall be furnished to the local officers of the Union.
- 10.4 Protests in regard to seniority status must be submitted in writing to the Manager, Human Resources Services of the Region within sixty (60) days of publication of the listing being protested. When proof of error is presented by an employee or his representative, such error will be corrected, and when so corrected, the agreed-upon seniority date shall be final. No change shall be made in the seniority date accredited to an employee who has appeared on two (2) consecutive annual seniority lists unless it has been duly protested.

- 10.5 a) The name of an employee who is promoted from a position covered by this Agreement to an excepted or Supervisory Group position with the Corporation shall be continued on the seniority list of the group from which promoted and he shall retain his date of seniority while so employed for a period of one (1) year. Thereafter, the employee's seniority date shall be adjusted to reflect non accrual of seniority for a subsequent period of up to two (2) years. At the conclusion of the three (3) year period, the employee's name shall be removed from the seniority list. Such an employee, when released as a permanent incumbent from employment in an excepted or Supervisory Group position may, within thirty (30) days of such release, exercise his seniority rights to displace a junior employee in any position which he is qualified to fill and which is not higher-rated than the classification from which he was promoted. Failing to exercise his seniority in this manner it shall be forfeited and his name shall be dropped from the seniority list.
- b) Upon return from a temporary bulletined or non-bulletined assignment in an excepted or Supervisory Group position, the employee shall be immediately returned to the temporary assignment from which he was promoted or to his permanent position and accorded the provisions of Article 12.15.
- 10.6 If an employee transfers to the other seniority group covered by this Agreement or to the Headquarters Group he shall be accorded seniority in the new seniority group from the date he commences work at his new position and his name shall be continued unchanged on the seniority list from which he transferred, but while filling the position to which he transferred, he will not be allowed to exercise the seniority in his former seniority group to positions bulletined in that group. Such an employee, if released or displaced, from the position to which he transferred, must within ten (10) days from such release or displacement:
- a) Exercise in writing his seniority to another position in the seniority group to which he transferred which carries the same or lower job class (maximum rate) or annual rate of pay as the position abolished or from which he was displaced, or:
- b) Exercise in writing his seniority to a position in the seniority group from which he transferred which carries the same or a lower job class (maximum rate) or annual rate of pay as his former position. Unless he fails to establish the fact during a thirty (30) day trial, he will be deemed to be qualified to return to his former position, which may have been changed during his absence.

After exercising his seniority such an employee must commence work on the position of his choice within thirty (30) days of such release or displacement unless prevented by illness or other cause for which bona fide leave of absence has been granted; otherwise he will forfeit his seniority in both seniority groups and his name shall be removed from both seniority lists.

Once having exercised his seniority in accordance with (b) above, an employee will forfeit his seniority in the other seniority group and his name shall be removed from that list.

- 10.7 An employee who has been discharged and is subsequently reinstated in the service in a position covered by this Agreement, unless reinstated with his former seniority, will only be allowed seniority from the date of re-entry into the service. An employee, who is not reinstated with his former seniority standing within one (1) year of the date of his discharge, may only be so reinstated by agreement between the Union and the Corporation.

## ARTICLE 11

### Probation

Notwithstanding anything in this Agreement, a new employee will be required to serve a cumulative probation period of ninety (90) days worked or any combination of seven hundred and twenty (720) scheduled hours worked other than unscheduled overtime during which the Corporation retains the right to release him if he is found to be unsuitable.

In the event of release, the Local Chairperson will be supplied with reasons by the Manager, Human Resources Services or his delegate.

An appeal by the Union may be lodged directly to the Corporation within thirty (30) days of receipt of the reasons thereof. The Corporation will render a decision within thirty (30) days, following, which Article 5.2 may apply.

## ARTICLE 12

### Bulletining and Filling Positions

- 12.1 a) Permanently vacated permanent positions shall be bulletined to the seniority group affected within ten (10) days of their becoming vacant, and the date of assignment provided for in Article 12.12 shall be within twenty-eight (28) days of the vacancy, or such longer period as is mutually agreed, except in cases where the vacancy has to be re-bulletined or in cases where the duties of the position are operational duties. In the latter case, where the vacancy occurs during the non-navigation season, the twenty-eight (28) day period may be deemed to expire the date of the opening of the next navigation season.
- b) Permanent positions temporarily vacated for an anticipated twenty-five (25) days or more which require to be filled, shall be bulletined to the seniority group affected within ten (10) days of their becoming vacant.
- c) Temporary positions, for twenty-five (25) days or more, which require to be filled, other than those created on a temporary basis for extra maintenance work during the non-navigation season, shall be bulletined the same as permanent positions.

- 12.2 Bulletins provided for by this Article shall show the location, classification, rate of pay, anticipated date of assignment, and a definitive description of the duties and responsibilities of the position, and they shall be posted for five (5) days in places accessible to all employees affected. Copies of bulletins issued under this Article shall be furnished to the President and Chairperson of the Local(s) concerned.
- 12.3 Newly created temporary positions anticipated to be of nine (9) months' duration or more shall be bulletined as permanent positions. Temporarily vacated permanent positions shall be bulletined as temporary positions and filled by a temporary assignment regardless of the duration of the assignment. When a newly created temporary position has been bulletined as temporary, it will be re-bulletined as permanent after nine (9) months, or when it is known that it will last for more than nine (9) months.
- 12.4 Temporary positions and positions temporarily vacated for less than twenty-five (25) days which require to be filled may be filled without the necessity of bulletining, by assigning the senior qualified employee available in the local area of employment where the vacancy occurs, provided an employee need not be assigned between shift work and day work. Employees shall be considered available when they have indicated their willingness to cover such temporary assignments. Where the assignment will be for five (5) days or less, employees will only be allowed the advantage of their seniority when an increase in regular earnings or a change in rest days or shifts is involved.
- 12.5 Where a temporary vacancy of five (5) days or less occurs on shift work, it shall be filled as follows:
- a) The senior qualified employee on the same shift and the same structure shall be given the opportunity of promotion to fill the vacancy, provided a spare is available to fill the lower vacancy so that this action does not result in overtime being worked at a lower salary level.
  - b) If no qualified employee is available on the same structure, the senior qualified employee on the same shift at other structures shall be given the opportunity of promotion to fill the vacancy, provided a spare is available to fill the lower vacancy so that this action does not result in overtime being worked at a lower salary level.
  - c) If no opportunity for promotion exists, the vacancy may be filled with a spare.
  - d) If the vacancy is not filled in accordance with (a), (b), or (c), the vacancy shall be offered, first to the offgoing employee, second to the oncoming employee, and third to the employee in the same classification and structure who is on a day of rest. Such employee shall be entitled to the rights accorded by the provisions of Article 19.

- 12.6 Subject to the right to assign spares in a reasonable effort to avoid unnecessary overtime, the Corporation will attempt to avoid the reassignment of spares who are filling a vacancy anticipated to be for more than five (5) days.
- 12.7 Positions created on a temporary basis for extra maintenance work during the non-navigation season may be filled without the necessity of bulletining provided that the original listing of such assignments shall be furnished to the Local Committee of the Union at least ten (10) days prior to the actual assignments. Employees so assigned shall not be entitled to transfer between shift and day work except for a transfer to a bulletined position.
- 12.8 When operational work is required during the non-navigation season, qualified operational employees must be assigned to such work in accordance with arrangements mutually agreed upon with the Local Chairperson concerned.
- 12.9 Employees who wish to apply for a bulletined position must forward an application to the officer designated in the bulletin within the five (5) day period during which the bulletin is posted. Reference to the five (5) days mentioned in this Article shall be judged on the basis of the postal date on the envelope used to address the application to the designated officer.
- 12.10 Assignments to bulletined positions shall be made on the basis of ability provided that applications shall be considered in order of seniority and seniority shall govern where the ability of applicants is sufficient to perform the duties. In the application of this Article where a position is to be awarded to other than the senior applicant, the appointment shall be discussed with the Local Chairperson prior to being bulletined as provided in Article 12.12. Reference to ability in this Article shall mean the potential to qualify under Article 12.13.
- 12.11 At the expiration of a temporary bulletined assignment the employee shall be returned to his former position, or else may, if qualified, exercise his seniority with respect to another temporary assignment that will continue for more than five (5) days. At the expiration of a temporary non-bulletined assignment, the employee shall be returned to his permanent position or his former bulletined temporary position, or else may, if qualified, exercise his seniority with respect to another non-bulletined assignment that will continue for more than five (5) days.
- 12.12 The name of a successful applicant shall be bulletined within ten (10) days after the bulletin has closed and this bulletin shall show the date of assignment and shall be posted in places accessible to all employees affected. Copies of bulletins issued under this Article shall be furnished to the President and Chairperson of the Local(s) concerned.

- 12.13 After an employee is assigned by bulletin to a position, he shall be given reasonable time, not to exceed thirty (30) days, in which to qualify, the length of time depending on the character of the work. Failing to qualify, the employee shall be returned to his former position without loss of seniority or he may, if qualified, exercise his seniority rights with respect to any position bulletined during the period he was assigned to the position for which he failed to qualify, or if his former position has been abolished, the provisions of Article 14.5 shall apply.
- 12.14 In the event no applications are received for a bulletined permanent position which is other than an entry job, from employees with the necessary ability to perform the work in the seniority group affected, it shall be bulletined to employees in the other seniority group.
- 12.15 Employees returning from authorized leave of absence or from temporary employment in a Supervisory or excepted position may, within five (5) days of such return, make application for positions bulletined during their absence provided the closing date of such bulletined positions occurred during their absence. A file of these bulletins shall be made available to the employees upon request.
- 12.16 Temporary employees are deemed to bid by order of seniority on bulletined permanently vacated positions in their local area of employment.
- 12.17 The Corporation shall decide within thirty (30) days whether to fill or abolish a permanent vacant position.

## ARTICLE 13

### Training for Promotion

- 13.1 Employees shall be encouraged to learn the duties of other positions and every opportunity shall be afforded them to learn the work of such other positions in their own time or during their working hours when it will not unduly interfere with the performance of their duties. The Corporation will not unreasonably withhold training opportunities to any employee who has indicated a desire to learn the work of other positions. For this purpose, applicants for training for promotion shall be selected in order of seniority except as otherwise agreed between the Corporation and the Union. Trainees may on application, be permitted to exchange positions for temporary periods without affecting the rates of the employees concerned.
- 13.2 Employees training to qualify in a higher rated position shall be paid their base rate while training, or at the rate established on a training bulletin. Permanent employees training to qualify for a permanent assignment in a lower rated position shall be paid at the rate of the position they are training for.



- 13.3 The parties recognize that it is necessary to have an effective skilled trade's workforce and an effective and properly trained Speciality-skills workforce.

During the life of this Agreement, the parties agree to establish Regional Skilled Trades and Technical Training Committees, comprised of an equal number of representatives from both parties.

Recognizing the Union standpoint that it is desirable to properly train individuals, the Committee members will work together to ensure the successful completion of the required training programs, with a view to providing upgrading opportunities for employees based on operational requirements.

- 13.4 The parties to this Agreement share a desire to improve employee knowledge and skills by giving employees the opportunity of participating in various on-the-job training and development courses and programs, as per the Corporation's Employee Learning and Development Policy. Available learning options can include but are not limited to:

- On the job training through task assignments with structured learning as a component;
- Correspondence courses, self-paced learning and computer-assisted training;
- Focused readings, briefings and discussion meetings;
- Classroom training, workshops, courses and conferences;
- Mentoring and coaching where a partnership is established between experienced and less experienced individuals to promote knowledge and skills transfer;
- Career development assignments which provide employees with new learning opportunities to broaden their experience and skills while addressing the organization's needs for short term tasks or projects (e.g. task force, committee, team);
- Tutorials from recognized experts outside the organization on an arm's length basis.

- 13.5 Newly hired Service Persons will be paid at entry level 04; with the aid of Training Programs, they will have up to:

12 months to qualify at level 07;  
24 months to qualify at level 09;

Failing to qualify in the time limits described, lay off provisions shall apply or they may, if qualified, exercise their seniority rights with respect to a position that is not higher rated than the level at which they were qualified as a Service Person, but may not displace other Service Persons in training.

- 13.6 Annual fees for a membership in a professional association required by the Corporation to maintain the professional certification of an employee in the performance of his duties shall be paid by the Corporation.

## ARTICLE 14

### Staff Reduction and Recall to Service

- 14.1 When reducing forces, senior employees with sufficient ability to do the work will be retained in employment.
- 14.2 When a permanent position is to be abolished, the permanent incumbent of the position shall be given at least three (3) months' notice and copies of the notice shall be furnished to the President and Local Chairperson of the Local concerned.
- 14.3 When a permanent position is abolished, the permanent incumbent of that position, providing he has at least five (5) years' seniority, shall be retained in the employment of the Corporation provided:
- a) Employees may be assigned and reassigned by the Corporation to any vacant or newly created position in the area of employment without bulletining the positions. In the application of this article, the Corporation will make all reasonable efforts to train senior employees whose positions are abolished in order to permit their assignment to vacant or newly-created positions where the rate of pay is the closest to that of their abolished positions.
  - b) An employee assigned under(a) to a lower-rated position shall retain his rate of pay, but he will receive subsequent general increases in the form of a lump sum at year-end without affecting his rate until it equals the rate of the position to which he has been assigned.
  - c) An employee who occupies a position under the terms of (a) shall be deemed to bid on future bulletined positions, provided it is not higher-rated than his abolished position and he is able to fulfill the duties of the position.
  - d) The employee may decline an assignment under (a), electing to displace a junior employee in accordance with Article 14.5, without retaining his level of pay, except that he must indicate his choice in writing within two (2) months following notice of abolition. The Corporation will specify the proposed assignment within one (1) month of the notice of abolition.
  - e) The provisions of this Article shall apply to employees displaced in accordance with (d) provided they have at least five (5) years' seniority.
- 14.4 When a temporary position of more than sixty (60) calendar days is to be abolished:
- i) The employee whose position is to be abolished, provided he has acquired seniority rights, will be given at least ten (10) days' notice of the abolition of his position; and

- ii) the junior employee in the area of employment involved, provided he has acquired seniority rights, will be given at least ten (10) days' notice of the possibility of his being laid off.

Copies of such notices shall be furnished to the President and Local Chairperson of the Local concerned.

14.5 An employee whose position is abolished, or who is displaced, shall be entitled to exercise his seniority rights, provided he has the ability and he makes his choice within ten (10) days of notification, either:

- i) to displace a junior employee in any classification carrying the same job class (maximum rate) or annual rate of pay as the position abolished or from which displaced; or,
- ii) to displace a junior employee in a lower-rated classification.

14.6 A laid-off employee who desires to return to the employment of the Corporation when work is available for him, must keep the Manager, Human Resources Services and the Local Chairperson concerned advised of his address in order that he may readily be located.

14.7 A laid-off employee shall, if qualified, be returned to employment in order of his seniority when staff is increased, and when vacancies occur, provided that temporary vacancies not expected to last more than twenty-five (25) days, shall be filled by recalling the senior qualified employee on lay-off in the area of employment involved.

14.8 A laid-off employee who fails to report for duty on the day required, or to give a satisfactory reason for not doing so by registered mail within twenty (20) days from the date of notification, shall forfeit his seniority rights and his name shall be struck off the applicable seniority list. The fact that a laid-off employee is employed elsewhere shall be a satisfactory reason for not reporting for duty where:

- i) the position is a temporary one and it is definitely known that its duration will not exceed ninety (90) days;
- ii) other laid-off employees in the same seniority group are available, and,
- iii) written application is made to the Manager, Human Resources Services immediately upon receipt of notification to report.

14.9 An employee covered by this Agreement whose name has been continued on the seniority list for two (2) years or more, and who is on lay-off for more than twenty-four (24) consecutive months, shall forfeit his seniority rights and his name shall be struck off the applicable seniority list; other employees covered by this Agreement whose names have not been continued on the seniority list for two (2) years or more, and who are on lay-off for more than twelve (12) consecutive months, shall forfeit their seniority rights and their name shall be struck off the applicable seniority list.

14.10 If a position is transferred from one area of employment to another area of employment in the same Region, the employee affected will be allowed to move with the position or exercise his seniority as provided for in Article 14.5. Employees who move with their position under this provision may be paid removal expenses as provided for in Article 15.5.

14.1 1 Part-time char-staff shall not be displaced and may only exercise their seniority by bulletin, except within their own group. Should they exercise their seniority by bulletin, they will only be permitted to return to the char-staff group by bulletin.

## ARTICLE 15

### Technological and Operational Changes

15.1 In changing methods of operation by the introduction or replacement of automatic or semi-automatic equipment or by the elimination or replacement of structures, which result in the abolition of operational, clerical or maintenance positions, employees covered by this Agreement who have at least thirty (30) cumulative months of service shall be retained in the employment of the Corporation, provided:

- a) The Corporation may assign an employee whose position has been abolished by such a change, to another vacated or newly created position in the same Seaway Region, without the necessity of bulletining, provided that the employee's rate of pay will not be affected by the fact that the position is a lower classification and that he may only be assigned to a higher classification in the entry position group.
- b) An employee whose position is abolished may elect to use Article 14 and retain his former rate of pay provided he displaces an employee in a position which is not lower-rated than the one to which he has been assigned in accordance with (a) above.
- c) An employee who occupies a position under the terms of either (a) or (b) above, which is lower-rated than his abolished position shall be deemed to bid on future bulletined positions higher-rated than the position he occupies, provided the bulletined positions are not higher-rated than his abolished position and he has the ability to perform the duties of the position. However, a red-circled employee may decline a position without affecting his rate of pay if a junior employee with the same red-circled rate can be assigned to the position.
- d) If the employee whose position is abolished does not accept a position under the terms of either (a) or (b) he may elect to use Article 14 without retaining his rate, and the displaced employee, provided he has at least thirty (30) cumulative months of service, shall be entitled to avail himself of any of the provisions of this Article.

- 15.2 Any technological or operational changes which are contemplated under this Article shall be communicated to the Local Chairperson of the group as per the Canada Labour Code provisions.
- 15.3 The principles of Article 13 in regard to training for promotion without reference to seniority, shall apply to training for reassignments under this Article.
- 15.4 Employees laid off as a result of changes contemplated under this Article shall be entitled to a special gratuity in accordance with the following schedule (in addition to any gratuity payable in accordance with the provisions of Article 27), provided that a special gratuity shall be payable at the end of each month of lay-off and shall be limited to the period of his separation from the service of the Corporation.

Years of Service Months of Pay

2	3
3	4

- 15.5 Where an employee whose position has been abolished or who has been displaced as the result of a change contemplated by this Article is assigned or bumps into a position in another area, which requires him to travel at least sixty-five (65) additional kilometres per day to and from his new assembly point, provided he has at least thirty (30) cumulative months of service, and he moves to the new area within six (6) months, he shall be paid removal expenses covering himself and his dependents as follows:
- a) Transportation expenses by train, bus or private automobile, including the cost of meals en route;
  - b) Furniture moving cost to cover a householder's cost of moving furniture, including packing and unpacking;
  - c) \$1,000 allowance to cover cleaning, redecorating, disconnecting and installing household services, etc.;
  - d) Real estate agent's commission and legal fees at not more than the standard rate established in the area moved from upon the sale of a single family dwelling owned by an employee or his spouse and used as his residence, or any amount required to be forfeited in connection with the premature termination of a lease; and legal fees related to the purchase of living accommodation at area moved to.
  - e) Assistance in arranging permanent accommodation including transportation expenses, meals and hotel or motel bill, not to exceed three (3) days, incurred in visiting the new area to arrange permanent accommodation;

- f) Interim approved costs, not conditional upon actual removal, including additional transportation expenses in commuting to the new assembly point, where approved, for a period not to exceed six (6) months and the cost of temporary accommodation for the employee for the same period.

Costs and expenses will be kept to a reasonable level in all cases and must be approved by the Regional Vice-President concerned before they are incurred.

## ARTICLE 16

### Contracting Out

- 16.1 Work traditionally or presently performed by employees covered by this Agreement shall not be contracted out unless the Corporation establishes that:
  - a) Sufficient qualified employees, whether working or on lay-off, are not available, and the employment of additional qualified workers is not feasible or would be wasteful or inefficient; or
  - b) An emergency or an exceptional volume of work exists which is beyond Corporation resources for the available period of time, for which situation the Corporation cannot be held responsible, and provided the Corporation has taken normal precautions to maintain its equipment.
- 16.2 Subject to Article 16.1 the Corporation further undertakes not to contract out any work which can be efficiently and economically performed by its own employees, equipment and expertise.
- 16.3 Contracting out of work shall not result in reduction of rates of pay nor cause lay-off of employees.
- 16.4 Where the Corporation establishes the need to contract out, the Regional Vice-President or, in his absence, his delegate shall give the Local Chairperson as much prior notice as possible, setting out the nature of the work and the reason for going to an outside contractor.
- 16.5 Any grievance arising under this Article may be commenced at Step 2 of the Grievance Procedure under Article 5.

## ARTICLE 17

### Rehabilitation

- 17.1 When an employee has become disabled or incapacitated while actually performing work of the Corporation and is rendered thereby physically unfit to follow his usual occupation, he may, on agreement between the Corporation and the Union, be assigned to a position which he is qualified to fill, provided he is able to perform the work of that position, displacing an able-bodied employee if necessary, irrespective of the seniority of the employee displaced.

- 17.2 An employee who has acquired two (2) years' seniority and who has become disabled or incapacitated for any reason, and is rendered thereby physically unfit to fill his usual occupation, may, on agreement between the Corporation and the Union, be permitted to exercise his seniority rights to a position which he is qualified to fill, provided he is able to perform the work of that position, and he makes his choice within five (5) days, either:
- i) to displace a junior employee in any classification carrying the same job class (maximum rate) or annual rate of pay as the position from which displaced, or
  - ii) to displace a junior employee in a lower-rated classification.
- 17.3 Every effort shall be made to maintain the income of an employee who has been disabled or incapacitated at the rate of the job he was performing when disabled or incapacitated.
- 17.4 An employee displaced as a result of the application of this Article, shall be permitted to exercise his seniority rights in accordance with Article 14.3.

## ARTICLE 18

### Hours of Service and Meal Periods

- 18.1 Except as provided hereunder for shift workers and office employees, eight (8) consecutive hours of work, exclusive of meal period, shall constitute a day's work, Monday to Friday inclusive. Normal hours of work for all employees except shift workers and certain other office employees for whom agreement to deviate from normal hours has been reached between the Corporation and the Union, shall be as follows:

08:00 - 12:00  
12:30 - 16:30

- 18.2 Forty (40) hours of work shall constitute a week's work and eight (8) hours of work shall constitute a shift. Except during the non-navigation season, shifts and days of rest shall be established in conformity with APPENDIX "C" hereof.

The normal hours for shift workers shall be as follows:

1st shift - 00:00 midnight - 08:00  
2nd shift - 08:00 - 16:00  
3rd shift - 16:00 - 00:00 midnight

- 18.3 Except as mutually agreed between the Union and the Corporation, seven and one half (7 1/2) consecutive hours of work, exclusive of a meal period, shall constitute a day's work, Monday to Friday inclusive, for office employees, classified in Schedule 2 (APPENDIX "B").

- 18.4 Deviation from normal work hours may be established only by agreement between the Corporation and the Union. Deviation from the shift schedule at APPENDIX "C" shall only be made upon mutual agreement between the Corporation and the Local Chairperson concerned in each local area of employment.
- 18.5 Except for shift workers, all employees required to work during their scheduled meal period shall be paid for such work at one and one-half (1-1/2) times their regular or acting rate, and at the first opportunity shall be allowed a half hour (1/2) meal period without deduction of pay.
- 18.6 Shift workers shall, without deduction of pay, be allowed thirty (30) minutes in which to eat.
- 18.7 The Corporation will continue to provide employees with a fifteen (15) minute rest period at the work site during each half day of scheduled work. This rest period will be taken at times not interfering with navigational operations.
- 18.8 An employee will only be required to provide one meal and this requirement will not apply to employees who are working outside their assigned local area of employment and are separated from their normal eating accommodation. On overtime work, excluding the meal carried by an employee on scheduled overtime, or by a shift employee on overtime offered on his day of rest, meals shall be supplied at the work site or paid by the Corporation at normal meal times during the day and at maximum five (5) hour intervals until release from the work, provided that the first meal on overtime will be supplied and not paid to the employee. Meal entitlement to be established if an employee works a minimum of two (2) hours before or beyond his scheduled work period. On date of signature, the cost of such meals shall not exceed \$11.00 and payment of \$11.00 in lieu thereof may be made to the employee under this Article.

On work outside the employees' assigned local area of employment when separated from their normal eating accommodation, employees will be entitled to payment of \$11.00 for each meal entitlement or may elect to have a meal of the same total value delivered to the work site.

Employees on board floating plant with food, heating and cooling facilities shall be entitled to a flat rate payment of \$11.00 per meal entitlement while working outside their local working area of employment, except on long voyages where meals and a cook are provided.



## ARTICLE 19

### Overtime

- 19.1 Employees required to work in excess of the normal hours provided under Article 18, shall be paid for such work at one and one-half (1-1/2) times their regular or acting rate except as otherwise provided. Employees required to work overtime, other than continuous with their regularly assigned hours, shall be paid for such time at the applicable overtime rate or for four (4) hours at their regular or acting rate, whichever is the greater amount.
- 19.2 Employees required to work on their scheduled first day of rest in the work week shall be paid for such work at one and one-half (1-1/2) times their regular or acting rate.
- 19.3 Employees required to work on their scheduled second day of rest in the work week shall be paid for such work at double their regular or acting rate.
- 19.4 Shift workers required to work in excess of eight (8) consecutive hours shall be paid for such work at one and one-half (1-1/2) times their regular or acting rate, but this Article shall not apply to employees changing shifts as a result of having applied for another bulletined position.
- 19.5 Shift workers, other than spares, required to work in excess of eight (8) hours during any twenty-four (24) hour period shall be paid for such work at one and one-half (1-1/2) times their regular or acting rate, but this Article shall not apply to employees changing to or from operational assignments at the beginning or end of the navigation season, or to employees changing shifts as a result of having applied for another bulletined position.
- 19.6 Regular working hours of an employee shall not be suspended for the purpose of absorbing overtime.
- 19.7 When two or more types of overtime or premium compensation are applicable to the same hours of work, only the higher rate of compensation shall be paid. In no case will overtime or premium compensation be duplicated or pyramided.
- 19.8 Recognizing equality of overtime as the ideal, scheduled overtime will be rotated within crews of employees insofar as this is possible without regard to respective seniority rights. Semi-annual reviews may be required to adjust the rotation to achieve greater equality.

19.9 In the interest of safety and in recognition of the need for adequate rest, an employee, other than a shift worker, who is required to perform call-out work shall be entitled, upon completion of this work, to eight (8) consecutive hours of rest without reduction of pay, as follows:

- No rest period for work completed on Saturday or Sunday;
- No rest period for work completed before 00:30 a.m.;
- No rest period for employees called out after 03:30 a.m.;
- Subject to the above, a rest period applies if the employee performed work for a period of at least four consecutive hours, which was completed after 00:30 a.m.;
- The employee is excused for the day's work if he performed work for a period of at least four consecutive hours which began before 03:30 a.m. and was completed after 06:00 a.m.;
- Where an employee is called out three (3) or more times between the hours of 08:00 p.m. and 08:00 a.m., the provisions of this Article will apply.

Situations not covered by the above will be evaluated by Management on a case by case basis.

## ARTICLE 20

### Call-out, Stand-by and Premiums

- 20.1 Employees called out to work overtime, other than during their scheduled meal period, shall be paid for a minimum of four (4) hours at their regular or acting rate, if this is a greater amount than the overtime pay would otherwise be.
- 20.2 Employees called out as described in the preceding Article shall be considered as on continuous time from the time of call until completion of the work, and in addition, such employees shall receive one (1) additional hour's pay at their regular or acting rate for return to home from work provided that travelling time will not be allowed if the call-out period is continuous before his assigned work hours.
- 20.3 Employees required to stand-by for a call to work shall be paid for one sixth (1/6 of an hour for each hour of stand-by at their regular or acting rate or at the rate of the position for which they are standing by, whichever is the greater. Normal periods of stand-by shall be as follows:

Ordinary Weekend:

- Stand-by from 16:30 Friday until 08:00 Monday

Paid Holidays during the Week:

- Stand-by from 16:30 previous day to 08:00 following day

Paid Holidays falling on Monday:

- Stand-by from 16:30 previous Friday to 08:00 on Tuesday

Paid Holidays falling on Friday:

- Stand-by from 16:30 Thursday to 08:00 on Monday.

- 20.4 Employees who are required to standby during the weekend and who continue to standby for a call to work during the whole week from Monday night to Friday morning shall be paid for this week stand-by, four (4) hours at their regular or acting rate or at the rate of the position for which they are standing by, whichever is the greater.
- 20.5 Employees may be required to stand-by for periods other than the periods listed in Article 20.3 provided that stand-by periods shall be for a minimum of twelve (12) hours.
- 20.6 Employees on stand-by, if they are required to work during the stand-by period, shall be paid for overtime at the applicable rate in addition to stand-by pay.
- 20.7 Marine employees on security watch shall be paid at the rate of two-fifths ( $\frac{2}{5}$ ) of an hour for each hour of watch on a cumulative basis at the applicable overtime rate.
- 20.8 Employees assigned to shift work shall be paid a premium of forty-eight (48) cents per hour worked on the third shift (16:00 to midnight), and a premium of sixty-three (63) cents per hour worked on the first shift (midnight to 08:00). Shift premiums will attach to the shift actually worked and will not be applicable to regular day workers working overtime, or to shift workers working overtime into the day shift, (08:00 to 16:00).
- 20.9 Shift premiums shall not be added to the wage rates in calculating overtime pay.
- 20.10 Divers required to dive on a regular workday shall be paid the rate provided in APPENDIX "A" for a minimum of eight (8) hours. Such minimum to be applicable to the period - 08:00 to 16:30.
- 20.11 Transportation in the course of regular employment from an assembly point to the site of work and from job to job will be supplied by the Corporation, and the Corporation will pay each employee so transported for the time used in travelling from the assembly point to the work site, and, if required, for the time used in transporting him back to the assembly point. In the event that an employee is authorized, and agrees, to use his or her own automobile for work-related travel on a regular or casual basis in lieu of such transportation, and provided the employee maintains the minimum required liability coverage, a kilometrage allowance will be paid on the basis of Corporation policy determined by semi-annual reviews.

The kilometrage allowance shall, in all cases, be deemed to cover the entire cost of operating personally-owned automobiles other than road, ferry, bridge and tunnel tolls and also necessary parking charges outside the employee's local area of employment. In no case shall a kilometrage allowance be payable in respect of any journey for which a Corporation-owned vehicle was available.

- 20.12 An employee required to travel on Corporation business, other than during his regular working hours, shall be paid while travelling up to a maximum of five (5) hours each way at his straight time rate or at one and one-half ( $1\frac{1}{2}$ ) times his regular rate if he is travelling on a paid holiday. Reasonable lodging/meal expenses will be reimbursed in accordance with the Corporation's Travel Expenses Policy.

## ARTICLE 21

### Paid Holidays

21.1 All employees shall be paid for each of the following holidays at the greater of their regular or acting rates which were applicable on the day before the holiday: New Year's Day, Good Friday, Easter Monday, Victoria Day (Queen's birthday), St. Jean Baptiste Day (in Quebec only), Canada Day, Civic Day (in Ontario only), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day expressly authorized by the Federal Government.

If one of the above holidays falls on a Saturday or a Sunday, non shift workers shall receive the following working day(s) as a holiday in lieu thereof.

It is the intent of this Article that an employee is entitled to receive the benefit of a paid holiday only once. That is, for a shift worker who is compensated for the holiday on the Saturday or Sunday and then transfers to a day position on the Monday, which is being observed by day workers as the "in lieu of" day, the Monday will be considered a normal work day and a day of annual or compensatory leave must be used to be paid for the day. Similarly, for a day worker who transfers to a shift work position on the "in lieu of" Monday, the Monday will be considered the holiday and the appropriate compensation applied.

21.2 Employees, other than permanent employees assigned to operational shifts during the navigation season, required to work on any of the above-mentioned holidays, shall be paid for all time so worked 'in addition to the holiday pay, at two (2) times their regular or acting rate with a minimum of four (4) hours at double time.

21.3 In order to qualify for pay on the above-mentioned holidays, an employee must render compensated service on the day preceding or the day following the holiday. However, employees who are laid off on the working day preceding the holiday, or on the working day following the holiday, but who work for at least two (2) days in the calendar week in which the holiday falls, shall be paid for the holiday.

21.4 Permanent employees assigned to operational shifts required to work on a paid holiday during the navigation season shall be paid at the regular rate unless entitled to premium compensation under Article 19, and they shall receive two (2) days Compensatory Leave to be taken during the non-navigation season for each such holiday worked.

Permanent employees assigned to operational shifts, on Annual Leave or long term paid Sick Leave on a paid holiday during the navigation season, shall be deducted one (1) corresponding leave credit, and these employees on such leave, or on Injury Leave, shall receive two (2) days Compensatory Leave to be taken during the non-navigation season.

Permanent employees assigned to operational shifts, on Personal Leave or on paid Sick Leave other than the above on a paid holiday during the navigation season, shall be deducted one (1) corresponding leave credit, and shall receive one (1) day of Compensatory Leave to be taken during the non-navigation season.

For the purpose of this article, where a shift worker's day of rest falls on the holiday, the following working day will be considered the holiday; paid Sick Leave shall mean leave paid through the deduction of Sick Leave credits; long term paid Sick Leave on a paid holiday shall mean paid Sick Leave including the holiday, of at least five (5) consecutive days.

- 21.5 Operational shift workers required to work in excess of eight (8) hours on a paid holiday shall be paid for such work at two (2) times their regular or acting rate.

## ARTICLE 22

### Annual Leave

- 22.1 Employees covered by this Agreement shall earn annual leave in accordance with the following schedule:

<u>Years of Service</u>	<u>Entitlement for each completed month of continuous service</u>
1st year - 10th year	1-1/4 days
11th year - 19th year	1-2/3 days
20th year - 29th year	2-1/12 days
30th year and upwards	2-1/2 days

A completed month shall be a calendar month in which a minimum of ten (10) days' pay is received.

- 22.2 Operational and marine employees or other employees temporarily assigned by bulletin to such positions, may not take annual leave during a navigation season, except that up to seventy-five percent (75%) of them shall be entitled to fourteen (14) calendar days of annual leave during that period, either on a continuous basis or in two (2) periods of seven (7) calendar days each, provided that the entitlement may be limited to fifteen percent (15%) in any given month. If more than the agreed percentage of operational or marine employees in each local area of employment apply to take annual leave during a navigation season, individual entitlement shall be as agreed to between the Corporation and the Local Chairperson concerned in each local area of employment. Temporary vacancies occurring in operational and marine positions which do not exceed fourteen (14) calendar days may be filled in accordance with Article 12.5 as if they were vacancies of five (5) days or less.

Operational and marine employees temporarily assigned by bulletin to another Division may be granted annual leave in accordance with the normal practices of that Division.

- 22.3 Wages will be paid during annual leave at the rate of an employee's regular classification or at his acting rate if it has been in force for at least fifteen (15) days. For this purpose, up to three (3) days of sick leave or of leave granted in accordance with Article 24.4 shall not constitute a break in the fifteen (15) day qualifying period.

Wages which will fall due during an employee's annual leave period may be paid prior to his departure provided the employee has made a written application not less than three (3) weeks before the commencement of the leave period.

- 22.4 An employee retiring on account of age or disability shall be granted or paid for full annual leave in that year.
- 22.5 An employee separated from the service of the Corporation in any way other than that provided in Article 22.4 shall be granted or paid for annual leave accrued at the date of separation. Annual leave granted in excess of earned credits shall be retained from any amount payable to a separated employee.
- 22.6 Scheduled vacation leave shall only be cancelled for unforeseen circumstances. Prior cancellation of approved vacation leave will entitle the employee affected to reimbursement of any loss occasioned by the cancellation.
- 22.7 An employee recalled during his period of annual or compensatory leave shall be paid during such recall at double his regular or acting rate and he shall be entitled to take the period of missed leave at a later date.
- 22.8 Employees shall receive a vacation bonus in each year of fifty dollars (\$50.00) per week of annual leave entitlement for that year and payment shall be made in April. Any bonus paid in excess of entitlement shall be recovered from any amount payable to a separated employee other than a deceased employee.
- 22.9 Employees may carry over to the next calendar year ten (10) days or one-half (1/2) of the previous year's annual leave entitlement. Any extension will require the approval of the Corporation.
- 22.10 Employees covered by this Agreement shall be advised in January of each year of their balance of annual leave credits.

## ARTICLE 23

### Sick Leave

- 23.1 Employees covered by this Agreement shall earn sick leave at the rate of one and one-quarter (1-1/4) days for each completed month of continuous service. A completed month shall be a calendar month in which a minimum of ten (10) days' pay is received.
- 23.2 Unused sick leave shall accumulate throughout an employee's employment with the Corporation.
- 23.3 a) The granting of sick leave may be conditional upon the production of a written declaration from an employee for absences up to a total of nine (9) days in a year except for absences in excess of three (3) continuous days.

- b) Any absence in excess of three (3) continuous days, and all absences in excess of the nine (9) days granted conditionally upon the employee's written declaration, require a certificate from a qualified medical practitioner. Upon proof of the cost of obtaining such a certificate, an employee shall be reimbursed by the Corporation.
  - c) Any absence supported by a medical certificate is excluded from the total of nine (9) days that are granted conditionally upon the employee's written declaration.
- 23.4 Where an employee has had two (2) years' continuous service, he may be granted an advance on sick leave credits to be earned in the future to the extent of one (1) year's sick leave accumulation.
- 23.5 Sick leave may be substituted for annual leave where it can be established by the employee that an illness occurred while on annual leave.
- 23.6 Employees may opt to use in the form of annual leave one-third (1/3) of the unused sick leave credits of the previous year or to receive payment at their regular rate of pay for one-half (1/2) of these unused sick leave credits, provided this use or payment does not reduce the total sick leave accumulation below fifteen (15) days. Such option must be made during January of each year and payments shall be made in April.
- 23.7 Employees covered by this Agreement shall be advised in January of each year of their balance of sick leave credits.

## ARTICLE 24

### Personal Leave

- 24.1 Personal Leave shall accumulate at the rate of one-quarter (1/4) of one (1) day for each completed month of service to a maximum of three (3) days per year. A completed month shall be a calendar month in which a minimum of ten (10) days' pay is received. Personal Leave credits will have to be taken during the year in which these are earned. Otherwise, cash payment of unused Personal Leave credits will be made in the month of February of the following year. In order to assist in maintaining the quality scheduling of work, the employee will give as much advance notice as possible of taking such leave, subject to Article 89(2) of the Canada Labour Code.
- 24.2 An employee retiring on account of age or disability shall be granted or paid for full Personal Leave in that year.
- 24.3 An employee separated from the service of the Corporation in any way other than that provided in Article 24.2 shall be granted or paid for Personal Leave accrued at the date of separation, Personal Leave granted in excess of earned credits shall be retained from any amount payable to a separated employee.

#### 24.4 Bereavement Leave

When a death occurs in the immediate family of an employee, Bereavement Leave will be granted without deduction from Personal Leave, up to maximum of three (3) consecutive calendar days (midnight to midnight) immediately following the day of the death, provided the employee has completed three (3) consecutive months of service. For the purpose of this Article, the immediate family consists of the spouse (including common-law spouse resident with the employee for at least one (1) year), parents, children, sisters, brothers, grandchild, grandparent, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law and any relative permanently residing in the employee's household or with whom the employee resides.

If notification of a qualifying death occurs prior to the commencement of normal working hours, an employee shall, on his request, commence his Bereavement Leave on this day in lieu of the day "immediately following the day of the death".

If notification to an employee of a qualifying death in the family occurs while the employee is at work, any necessary leave hours in that day will be added to the overall Bereavement Leave entitlement.

The employee may defer one of the work days to which he is entitled to the day of burial.

#### 24.5 Witness or Jury Duty Leave

Employees, other than those on leave without pay or under suspension, will be granted leave of absence with pay to cover jury service, or when subpoenaed to serve as Court witness, except as a litigant, without deduction from Personal Leave. As a condition of being granted such paid leave, jury service fees and witness fees received by the employee shall be turned over to the Corporation.

#### 24.6 Leave for Public Office

Leave of absence without pay shall be granted to any employee elected to a full-time public office and the name of such an employee will be retained on the seniority list for the period covered by this leave of absence without pay.

### ARTICLE 25

#### Health and Welfare

- 25.1 The Corporation will pay for each employee the premiums towards a Life Insurance policy which covers, subject to the conditions of the master policy, double the amount of annual salary to age sixty-five (65)".



Subject to the same conditions, the policy will pay double indemnity for accidental death and will include a \$7,000 benefit upon the death of a dependent. Total permanent disability and dismemberment benefits for employees are also included. The benefits of such life insurance shall be payable to an employee's beneficiaries, and the Corporation will pay 100% of the premiums.

\* Life insurance benefits relating to retired employees are detailed in The St. Lawrence Seaway Management Corporation Health and Welfare booklet.

- 25.2 The Corporation will pay the cost of a Health and Welfare Program for its employees insofar as applicable legislation permits, as follows:
- a) a Dental Plan, as agreed between the parties;
  - b) premiums for Major Medical coverage as agreed between the parties.
- 25.3 An employee with a dependent spouse or a dependent unmarried child or children under 21 years of age or under 25 if a full-time student, shall be entitled to family coverage. An employee residing with a spouse will only be entitled to family coverage if supporting all of their dependent children.
- 25.4 There shall be a joint Consultative Committee composed equally of Corporation and Union representatives which shall meet at least once each year in the month of September to review health and welfare coverage.
- 25.5 The features of a new LTD Plan introduced with the new SLSMC Pension Plan will take effect for a period of four (4) years starting on April 1st , 1999. During this period, the premium paid by the Employer of \$0.30 an hour on all regular hours paid to employees of the O & M and CHQ bargaining units referred to in APPENDIX <<E>> is discontinued, and the employees will be covered by a contracted Group Insurance Policy, the premiums being paid by the Corporation.

## ARTICLE 26

### Discipline and Discharge

- 26.1 Employees covered by this Agreement will not be disciplined or discharged until the charges against them have been investigated and substantiated. If an employee under investigation and subject to discipline is required to submit a written report, he will be allowed up to twenty-four (24) hours to submit the report.

- 26.2 An employee's Section Head shall investigate incidents at a meeting at which the employee concerned is entitled to be present and to be represented by no more than two (2) Union representatives. The employee concerned shall be given at least twenty-four (24) hours' advance notice of the purpose of the meeting and of his entitlement to Union representation.
- 26.3 An employee's Section Head may give written reprimands but suspension or dismissal may only be imposed after the hearing of a charge by a Regional Vice-President or his delegate.
- 26.4 A charged employee may be held out of service by his Section Head for a period not to exceed three (3) days, pending investigation by the Regional Vice-President or his delegate and the officer ordering the holding out of service must immediately advise the employee in writing of the charge or charges against him.
- 26.5 Charges referred to the Regional Vice-President or his delegate, shall be investigated by him, as soon as possible, at a hearing at which the charged employee is entitled to be present and to be represented by no more than two (2) Union representatives.
- 26.6 The Regional Vice-President or his delegate shall decide whether a charge referred to him is substantiated, and, if so, the discipline to be imposed, or whether the charged employee is exonerated. In the event his decision involves suspension or dismissal, he shall, within three (3) days of the hearing, notify the charged employee and his Local Chairperson, in writing, of the decision.
- 26.7 An employee who is exonerated of all charges against him shall be paid for time lost while being held out of service and shall be reinstated in his former position without loss of seniority.
- 26.8 An employee's service record shall be deemed to be clear, if no discipline involving loss of pay has been imposed and if no other discipline has been imposed within twelve (12) previous months, and, in any case, the Corporation may grant an application from an employee with a clear service record for the previous twenty-four (24) months to have his service record deemed to be clear.
- 26.9 Employees covered by this Agreement shall not be subject to discipline or discharge for failing to cross any picket line where there is danger of bodily harm.
- 26.10 The Corporation agrees that past disciplinary information of which the employee was not aware has no value, and therefore, shall not be introduced as evidence in the disciplinary investigation, nor in the Grievance Procedure including arbitration.

## ARTICLE 27

### Retirement and Separation Gratuity

- 27.1 Effective April 1<sup>st</sup>, 1999, the provisions of the SLSMC Private Pension Plan shall apply to employees covered by this agreement. Employees will be provided with an annual statement of pension status as required by the Pension Benefits Standards Act. As agreed during the negotiations of the plan design, the features of the Private Pension Plan will remain in force for a period of five (5) years starting on April 1, 1999, subject to the Letter of Agreement between the parties attached as APPENDIX "J".
- 27.2 The features of the new Post Retirement Health Benefit Program, introduced with the new SLSMC Pension Plan and covering those future retirees of the new Pension Plan who have not left pensionable service within the PSSA, will remain in force for a period of four (4) years starting on April 1<sup>st</sup>, 1999.
- 27.3 An employee who is being separated for any reason other than "dismissal" or "lay off with recall rights" may be paid a Separation Gratuity equal to payment at his regular rate of pay of three-quarters (3/4) of the total of his accumulated sick leave credits, and this provision will apply to a deceased employee and the benefit may be paid to his estate.

## ARTICLE 28

### Duration and Renewal

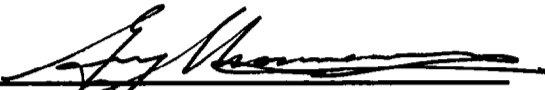
This Agreement shall remain in effect until December 31, 2000 and thereafter subject to ninety (90) calendar days' notice in writing from either party of its desire to revise, amend or terminate, such notice may be served at any time subsequent to September 30, 2000.

In witness hereof, the following have signed:

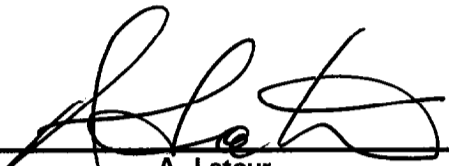
FOR:

**THE ST. LAWRENCE SEAWAY  
MANAGEMENT CORPORATION**

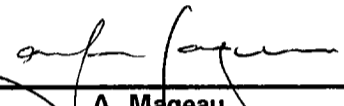
**THE NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA**

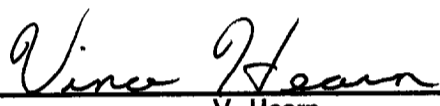
  
\_\_\_\_\_  
G. Véronneau  
President

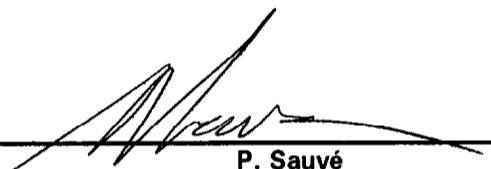
  
\_\_\_\_\_  
G. Fane  
National Director of Transportation

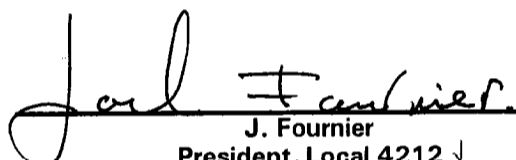
  
\_\_\_\_\_  
A. Latour  
Vice-President, Human Resources

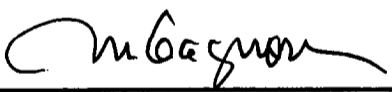
  
\_\_\_\_\_  
G. MacNally  
National Representative

  
\_\_\_\_\_  
A. Mageau  
Manager, Human Resources Services  
Head Office


  
\_\_\_\_\_  
V. Hearn  
Local Chairperson,  
Locals 4212 & 4324 ↓

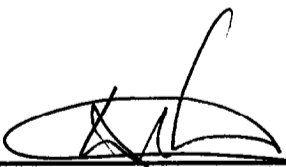
  
\_\_\_\_\_  
P. Sauvé  
Manager, Human Resources Services  
Niagara Region


  
\_\_\_\_\_  
J. Fournier  
President, Local 4212 ↓

  
\_\_\_\_\_  
M. Gagnon  
Human Resources Advisor  
Maisonneuve Region

  
\_\_\_\_\_  
G. Boardman  
Local Chairperson/President,  
Locals 4320 & 4331 ↓

  
\_\_\_\_\_  
G. Boucher  
Manager, South Shore Canal  
Maisonneuve Region

  
\_\_\_\_\_  
D. Lee  
Local Chairperson, Local 4323 ↓

  
\_\_\_\_\_  
P. Gauthier  
Representative, Local 4320 ↓

**APPENDIX "A"**  
**OPERATIONAL AND MAINTENANCE POSITIONS**  
**CLASSIFICATIONS AND SALARIES**  
**SCHEDULE 1 (based on 40 hour week)**

Job Class	CLASSIFICATION	Salary Effective January 1, 1999 Hourly Rates		Salary Effective January 1, 2000 Hourly Rates	
		Step 1	Step 2	Step 1	Step 2
15	First Mate - Hercules Senior Technician (Materials & Testing) 15 Traffic Controller 15 Technician (Survey) 15	\$23.67	\$24.50	\$24.14	\$24.99
14	Crane Operator - Hercules Electrician - Hercules Electrician Head (Power Plant) Electronics Technician Inspector - Trades/Electrical/Mechanical/Welding Technician - Control Systems Tug Captain	\$22.85	\$23.67	\$23.31	\$24.14
13	Blacksmith Captain - Sweepscow Carpenter Crane & Shovel Operator Crane Operator/Mechanical Maintainer Crane Operator/Rigger Electrician Electrician (Control Systems) Electrician (Power Line) Electrician (Power Plant) Electrician (Substation & Lighting) Machinist Maintenance Mechanic Marine Engineer - 2nd Hercules Marine Engineer - Tugs Millwright Motor Mechanic (Diesel/Gas) Power Line Maintainer Second Mate - Hercules Support Equipment Maintainer Technician (Infrastructure Monitoring) 13 Technician (Inspection) 13 Traffic Controller 13 Vehicle Services Advisor Welder	\$22.05	\$22.85	\$22.49	\$23.31
12	Civil Maintenance Technician Computer Support Clerk Materials Handler 12 Technician (Inspection) 12 Technician (Survey) 12	\$21.37	\$22.05	\$21.80	\$22.49
11	Heavy Duty Boom Truck Operator - Float Inspector - Painting Materials Handler 11 Mechanical Maintainer Rigger Rigger/Equipment Maintenance Person Service Person 11 Technician (Materials & Testing) 11	\$20.73	\$21.37	\$21.14	\$21.80

Job Class	CLASSIFICATION	Salary Effective January 1, 1999 Hourly Rates		Salary Effective January 1, 2000 Hourly Rates	
		Step 1	Step 2	Step 1	Step 2
10	Cook - Hercules Marine Services Clerk Painter Timber Installer Work Boat Operator (Certificate)	\$20.12	\$20.73	\$20.52	\$21.14
9	Able Seaperson 9 Service Person 9 Technician (Civil Inspection) 9 Technician (Survey) 9 Technician (Sweep) 9 Tractor Operator - Float Truck Driver - Cable Boom Work Boat Operator	\$19.53	\$20.12	\$19.92	\$20.52
8	Diver's Tender Concrete Finisher Tractor Operator - Heavy Duty Truck Driver Vehicles Clerk	\$18.94	\$19.53	\$19.32	\$19.92
7	Able Seaperson 7 Service Person 7 Technician (Survey) 7	\$18.36	\$18.94	\$18.73	\$19.32
6	Caretaker 6	\$17.79	\$18.36	\$18.15	\$18.73
5	Senior Cleaner (P.T.)	\$17.21	\$17.79	\$17.55	\$18.15
4	Caretaker Service Person 4	-	\$17.21	-	\$17.55
3	-	-	\$16.66	-	\$16.99
2	Cleaner / Messenger	-	\$16.12	-	\$16.44
1	Cleaner (P.T.)	-	\$15.66	-	\$15.97
<b>Special Rates</b>					
-	Diver	-	\$29.52	-	\$30.11
-	Marine Engineer - 1st. Hercules	-	\$24.68	-	\$25.17

**Note:** 1. An employee in receipt of a Red Circle Rate at the introduction of the Job Evaluation Plan shall retain his salary and his right to general increases.

2. Step 1 applies only to employees newly hired in Job Classes above 04 in the 37-1/2 and 40 hour weekly schedules, during their probationary period (90 days worked).

**APPENDIX "B"**  
**OPERATIONAL AND MAINTENANCE POSITIONS**  
**CLASSIFICATIONS AND SALARIES**  
**SCHEDULE 2 (based on 37-1/2 hour week)**

Job Class	CLASSIFICATION	Salary Effective January 1, 1999 Hourly Rates		Salary Effective January 1, 2000 Hourly Rates	
		Step 1	Step 2	Step 1	Step 2
15	Draftsperson-CAD Support 15 Project Expediter Technician(Survey) 15 Works Planner	\$23.69	\$24.50	\$24.16	\$24.99
14	Buyer Draftsperson 14 Technician(Canal Fixed Elements) 14	\$22.85	\$23.69	\$23.31	\$24.16
13	Draftsperson 13	\$22.13	\$22.85	\$22.57	\$23.31
12	Accounting Services Clerk 12 Accounts Payable Clerk 12 Accounts Receivable Clerk 12	\$21.37	\$22.13	\$21.80	\$22.57
11	Accounts Payable Clerk 11 Planning & Scheduling Clerk Procurement Assistant Records Clerk 11 Records Management Clerk 11	\$20.73	\$21.37	\$21.14	\$21.80
10	Plan Records Clerk Technician(Survey) 10	\$20.12	\$20.73	\$20.52	\$21.14
9	-	\$19.53	\$20.12	\$19.92	\$20.52
8	Administrative Clerk 8 Administrative Support Clerk (Area) Records Clerk 8 Records Management Clerk 8	\$18.94	\$19.53	\$19.32	\$19.92
7	Administrative Clerk 7 Administrative Services Clerk 7	\$18.36	\$18.94	\$18.73	\$19.32
6	Administrative Clerk 6	\$17.79	\$18.36	\$18.15	\$18.73
5	Receptionist/Clerk Records Clerk 5	\$17.21	\$17.79	\$17.55	\$18.15
4	Administrative Clerk 4	-	\$17.21	-	\$17.55
3	-	-	\$16.66	-	\$16.99
2	-	-	\$16.12	-	\$16.44
1	-	-	\$15.66	-	\$15.97

**Note:** 1. An employee in receipt of a Red Circle Rate at the introduction of the Job Evaluation Plan shall retain his salary and his right to general increases.

2. Step 1 applies only to employees newly hired in Job Classes above 04 in the 37-1/2 and 40 hour weekly schedules, during their probationary period (90 days worked).

# APPENDIX "C"

SHIFT SCHEDULE	M T W T F S S	M T W T F S S	M T W T F S S
	<b>1</b>	<b>2</b>	<b>3</b>
1st shift	A A A A A B B	B B B D D D D	D C C C C C A
2nd shift	D (D) C C C C C	A A A A (A) B B	B B (B) D D D D
3rd shift	B B B D D D D	D C C C C C A	A A A A B B B
	<b>4</b>	<b>5</b>	<b>6</b>
1st shift	A A A A B B B	B B D D D D D	C C C C C A A
2nd shift	(D) C C C C C A	A A A (A) B B B	B (B) D D D D D
3rd shift	B B D D D D D	C C C C C A A	A A A B B B B
	<b>7</b>	<b>8</b>	<b>9</b>
1st shift	A A A B B B B	B D D D D D C	C C C C A A A
2nd shift	C C C C (C) A A	A A (A) B B B B	(B) D D D D D C
3rd shift	B D D D D D C	C C C C A A A	A A B B B B B
	<b>10</b>	<b>11</b>	<b>12</b>
1st shift	A A B B B B B	D D D D D C C	C C C A A A A
2nd shift	C C C (C) A A A	A (A) B B B B B	D D D D (D) C C
3rd shift	D D D D D C C	C C C A A A A	A B B B B B D
	<b>13</b>	<b>14</b>	<b>15</b>
1st shift	A B B B B B D	D D D D C C C	C C A A A A A
2nd shift	C C (C) A A A A	(A) B B B B B D	D D D (D) C C C
3rd shift	D D D D C C C	C C A A A A A	B B B B B D D
	<b>16</b>	<b>17</b>	<b>18</b>
1st shift	B B B B B D D	D D D C C C C	C A A A A A B
2nd shift	C (C) A A A A A	B B B B (B) D D	D D (D) C C C C
3rd shift	D D D C C C C	C A A A A A B	B B B B D D D
	<b>19</b>	<b>20</b>	
1st shift	B B B B D D D	D D C C C C C	At this point schedule repeats itself.
2nd shift	(C) A A A A A B	B B B (B) D D D	
3rd shift	D D C C C C C	A A A A A B B	

NOTE: Day shown in brackets is scheduled first day of rest and shall be worked as overtime.





The St. Lawrence  
Seaway

La Vole maritime  
du Saint-Laurent

202 Pitt Street,  
Cornwall, Ontario.  
K6J 3P7

May 14, 1985.

Our File No.: C-2-8-2-3 /84

Mr. F.C. Johnston,  
Regional Vice-President,  
Great Lakes Region,  
Canadian Brotherhood of Railway,  
Transport and General Workers,  
15 Gervais Drive, Suite 607,  
Don Mills, Ontario.  
M3C 1Y8

Dear Mr. Johnston:

Re: VDT's

As recently advanced in collective bargaining with the, Operational and Maintenance and Cornwall Headquarters Groups, this will serve to formally outline the position and intent of the Authority with regards to occupational health and safety as it pertains to VDT's.

The VDT issue in the opinion of the Authority can be divided into two (2) general areas, that dealing with ergonomics and work environment and that dealing with safety.

Firstly, on the subject of ergonomics and work environment, the Authority practice has been to purchase high quality VDT equipment including antiglare, high resolution and high persistence features. All installations possess high quality furnishings with user ergonomics as a prime consideration and in most if not all instances purchases have been made in consultation with the employees involved. The work location and environment of the installations have been chosen and enhanced with the user in mind with the only qualifier being space considerations. All operators are thoroughly trained in the proper use of the equipment and all equipment is subject to qualified supplier maintenance.

It is the intention of the Authority to continue with the aforementioned practices, Any employee concerns or comments with regards to ergonomics and work environment may be addressed directly to Region/Branch management or brought to the attention of a Union representative for discussion in a Union Management Consultation Committee or other Region/Branch forum.

Secondly, on the subject of health and safety, given the weight of scientific evidence (e.g. Health and Welfare Canada, NIOSH), the Authority remains of the opinion that VDT operation should not present a health concern to employees at large. The Authority is however conscious of the fact that, regardless of present evidence, some believe that only further prolonged scientific inquiry will put the issue to rest once and for all. As long as there remains the slightest of doubts within the marketplace, it stands to reason that a pregnant VDT operator or an operator concerned about effects on vision, may experience a psychological anxiety with regards to VDT technology\* The following Authority policy is addressed to these psychological concerns :

#### Pregnant Operator

Any employee who is pregnant, who is regularly scheduled to work with Video Display Terminals (VDT'S) and who does not wish to work with VDT's during the remainder of her pregnancy may request other work. The Authority will ensure employment, without loss of wages, for the VDT operator in a non-VDT position for the duration of her attendance at work preceeding childbirth. In order to minimize disruptions, employee cooperation in position exchanges will be sought.

#### Eye Examinations

At the beginning of assignment to a VDT and every two (2) years thereafter, a VDT operator who is regularly required to operate a VDT for two (2) hours or more per day shall be required ta undergo an eye examination by an ophthai-mologfst.

The cost of the eye examination, not to exceed provincial fee schedules for such examinations, shall be borne by the Authority, and the VDT operator shall authorlze release of a copy of the examination report to the Authority.

May 14, 1985.

It is to be noted that the provision governing eye examinations does not in any way restrict management's **right** to have employees undergo medical examinations to ascertain their ability to perform assigned functions.

The Authority is committed to the aforementioned policies on pregnancy and eye examinations in relation to the issue of VDT's until firm evidence dictates otherwise.

Sincerely yours,



**Camille G. Trépanier,  
Director of Personnel  
and Administration.**

CCT/pf

## MEMORANDUM OF AGREEMENT

**A.** It is hereby understood and agreed between The St. Lawrence Seaway Authority (S.L.S.A.) and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W.) that, effective January 1, 1996, the following schedule of leave will apply in lieu of Compensatory Leave previously afforded in Article 20.7 of the 1992 - 1993 - 1994 Operations and Maintenance Collective Agreement, to Service Persons, Service Persons (Coordination), Senior Traffic Controllers, Traffic Controllers, Computer Support Clerks, on the seniority list as of December 31, 1995, provided they work at least four (4) months during the applicable navigation season in operational shift positions:

1. **SENIOR TRAFFIC CONTROLLERS, TRAFFIC CONTROLLERS, COMPUTER SUPPORT CLERKS:**

### **COMPENSATORY LEAVE**

1995	15 Days
1996	11 Days
1997	7 Days
1998	3 Days
1999	0 Day

2. **EMPLOYEES WORKING REGULARLY ON THE LOCKS IN SERVICE PERSON POSITIONS DURING THE APPLICABLE NAVIGATION SEASON:**

### **COMPENSATORY LEAVE**

1995	10 Days
1996	7 Days
1997	4 Days
1998	2 Days
1999	0 Day

3. EMPLOYEES WORKING REGULARLY AS SERVICE PERSONS AT A BRIDGE, FOR SPECIAL CONSIDERATIONS, DURING THE APPLICABLE NAVIGATION SEASON:

**COMPENSATORY LEAVE**

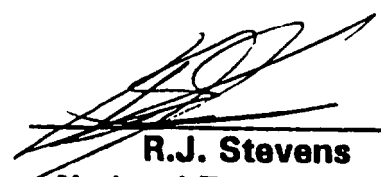
1995	5 Days
1996	4 Days
1997	2 Days
1996	1 Day
1999	0 Day

These Compensatory Leave credits may be converted to a cash payment as per the Memorandum of Agreement on payment for Paid Holidays reached on June 5, 1995.

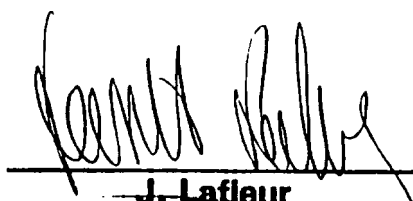
- B. Commencing September 30, 1996, provided a Long Term Disability Insurance Plan applicable to all employees included in the Bargaining Units and paid by such employees through payroll deductions is then in force, the Authority agrees to pay a premium of \$0.30 per hour on all regular hours paid to employees of the Bargaining Units. If the Plan is not in force on September 30, 1996, the aforesaid premium shall not be paid until it is in force; furthermore, if the Plan for any reason is no longer in force, the premium shall be discontinued immediately.
- C. In consideration of the above, the provisions of Article 20.7 of the 1992-1994 O & M Agreement remain in force until December 31, 1995 and are abrogated effective January 1, 1996.

AGREED TO ON THIS 31<sup>st</sup> DAY OF January, 1996

FOR THE C.A.W.

  
\_\_\_\_\_  
R.J. Stevens  
National Representative

FOR THE S.L.S.A.

  
\_\_\_\_\_  
J. Laflaur  
Authority Spokesperson

**MEMORANDUM OF  
UNDERSTANDING**

**MÉMOIRE D'ENTENTE**

**Re: Paid Holidays**

**Re: Congés payés**

As the Seaway moves towards Vision 2002, extensive training and development opportunities will be available for employees.

La Voie maritime fournira à ses employés de nombreuses occasions de se former et se développer, en poursuivant les objectifs inscrits dans la Vision 2002.

This continuous learning is essential for us to be able to provide a quality service to our marine customers, and will result in multi-skilled and versatile team members.

Ce processus de développement continu est essentiel si nous désirons fournir un service de qualité à notre clientèle maritime, et aura comme résultat la formation d'équipes à caractère multidisciplinaire et versatile.

To facilitate this, and to ensure the right mix of skills and resources are available when required throughout the year, the following agreement is being implemented for Paid Holidays:

Afin de faciliter ce processus, et de s'assurer que les compétences et ressources appropriées sont disponibles en temps voulu pendant toute l'année, l'entente suivante sera mise en vigueur pour les jours fériés payés:

Each Region will determine its needs for the following non-navigation season and attempt to fill these needs by using Service Team Members and paying them, instead of according Compensatory Leave, in the following manner:

Chaque région établira ses besoins pour la saison suivante de non-navigation et tentera de rencontrer ses besoins de main-d'oeuvre en faisant appel aux membres d'équipes de service, et en les payant au lieu de leur accorder des congés compensatoires, de la façon suivante:

As early as possible in the navigation season, ideally prior to the end of April, each Region will identify preliminary needs by job class and skills for the following non-navigation season.

Dès que possible pendant la saison navigation, idéalement avant la fin d'avril, chaque région identifiera de façon préliminaire ses besoins par classification et compétences nécessaires pour la saison suivante de non-navigation.

These needs will be filled by offering the option to senior qualified employees in each job class of payment for any Paid Holidays worked during the navigation season in lieu of Compensatory Leave credits accumulated per Article 21.4.

Ces besoins de main-d'oeuvre seront comblés en offrant l'option aux employés qualifiés plus anciens dans chaque classification, d'être payés pour chaque jour férié travaillé pendant la saison de navigation, au lieu de recevoir des crédits de congés compensatoires selon l'article 21.4.

Depending on the need, towards the end of the navigation season, a further offer may be made to fill requirements. These needs will be filled by offering senior qualified employees in each job class payment for any future Paid Holidays worked during the navigation season as above, and all Compensatory Leave credits accumulated for Paid Holidays will be paid to the employee prior to the end of the year, in a manner to be agreed to.


Selon les besoins, une autre offre peut être faite vers la fin de la saison de navigation pour rencontrer les exigences. Les besoins seront comblés en offrant aux employés qualifiés plus anciens dans chaque classification, d'être payés pour les jours fériés futurs travaillés pendant la saison de navigation comme ci-haut, et tous les crédits de congé compensatoire accumulés pour les jours fériés seront payés à l'employé avant la fin de l'année, d'une façon à être convenue entre les parties.

Each Region will administer this Agreement locally, and any changes required to this Memorandum will be discussed prior to launching this same program in 1996.

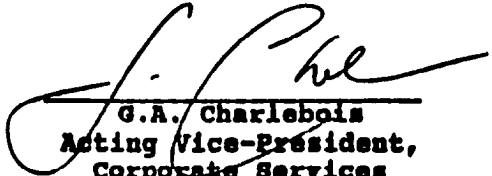
Chaque région administrera cette entente localement, et tout changement requis à ce mémoire sera discuté avant de lancer le même programme en 1996.

DATED THIS/DATÉ DU 5 DAY OF/IÈME JOUR DE June, 1995.

FOR/POUR: THE NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA  
LE SYNDICAT NATIONAL DE L'AUTOMOBILE,  
DE L'AÉROSPATIALE, DU TRANSPORT ET  
DES AUTRES TRAVAILLEURS ET  
TRAVAILLEUSES DU CANADA

  
R.J. Stevens  
National Representative  
Représentant national

FOR/POUR: THE ST. LAWRENCE SEAWAY AUTHORITY  
L'ADMINISTRATION DE LA VOIE MARITIME  
DU SAINT-LAURENT

  
G.A. Charlebois  
Acting Vice-President,  
Corporate Services  
Vice-président suppléant  
Services de l'entreprise

**EDUCATION FUND**

Effective January 1, 1996, the Corporation agrees to pay into a special fund two (2) cents per hour per employee for all compensated hours for the purpose of covering education costs and compensating C.A.W. Education Leave. Said Education Leave will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a special fund established by the National Union, C.A.W. and sent by the Corporation to the following address:

C.A.W. Paid Education Leave Program,  
R.R. #1,  
Port Elgin, Ontario,  
NOH 2C9.



**SOCIAL JUSTICE FUND**

Effective January 1, 1996, the Corporation agrees to pay into a Special Fund one (1) cent per hour per employee for all compensated hours for the purpose of contributing to the C.A.W. - Social Justice Fund. The Fund is a registered non profit charity which contributes to Canadian and international non partisan, non governmental relief and development organizations. Such monies are to be paid on a quarterly basis into the Fund established by its Board of Directors and sent by the Company to the following address:

C.A.W. Social Justice Fund  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

**POLICY ON DISCRIMINATION/HARASSMENT IN THE WORKPLACE  
FOR UNIONIZED EMPLOYEES**

**OBJECTIVE**

The Corporation and the Union are committed to ensuring that employees work in a positive and productive work environment that fosters equality, dignity, diversity and self-esteem among all employees. This directive provides standards for the appropriate conduct of all employees.

Further, the directive defines the avenues available to employees subjected to, or accused of harassment in the workplace and outlines the procedures to be followed by these individuals.

**DEFINITIONS**

**Discrimination**

Discrimination is an act of differential treatment toward an individual as a member of a group, or toward a group that may create disadvantage for that individual or group, or deny the individual or group some opportunity without valid reason.

**Prohibited Grounds of Discrimination**

The Corporation and the Union subscribes to the equal opportunity principles defined by the **Canadian Human Rights Act**. As such, the Corporation will not permit or tolerate discrimination by or towards employees on the following grounds:

- Race;
- National or ethnic origin;
- Colour;
- Religion;
- Age;
- Sex (including pregnancy and childbirth);
- Sexual orientation
- Marital status
- Family status
- Disability (physical or mental handicap including dependence on drugs or alcohol);
- Conviction.

## **Harassment**

Harassment is a discriminatory practice. Harassment is defined as any behaviour by an employee based on a prohibited ground of discrimination, that is directed at any other employee and is likely to insult, intimidate or humiliate that other person. A reasonable person should know that this behaviour is unwelcome.

The types of behaviour that constitute harassment include, but are not limited to:

- Verbal, written and physical abuse or threats;
- Improper, embarrassing or humiliating, derogatory or condescending remarks or suggestions;
- Jokes, practical jokes and racial jokes;
- Innuendoes/taunts;
- The display of offensive or demeaning pictures or material; and
- The distribution of offensive material by any means.

For the purposes of this directive, the term **harassment** will include sexual harassment and abuse of authority.

## **Sexual Harassment**

The Corporation and the Union endorses the definition found in the Canada Labour Code, which defines sexual harassment as << any conduct, comment, gesture or contact of a sexual nature that is likely to cause offense or humiliation to any employees; or that might, on reasonable grounds, be perceived by that employees as placing a condition of a sexual nature on employment or on any opportunity for training or promotion >>. Any such conduct, comment, gesture or contact may take place on a one-time basis or as a series of incidents.

The types of behaviour that constitute sexual harassment include, but are not limited to:

- Unwelcome remarks, jokes, racial jokes, innuendoes or taunts of a sexual nature;
- The display of pornographic or other offensive or derogatory materials, such as pin-ups, calendars, etc.;
- Unwelcome invitations or requests, whether indirect or explicit, or intimidation;
- Leering (suggestive staring) or other gestures;
- Unwelcome physical contact; or
- Sexual assault.

### **Abuse of Authority**

Employees of the Corporation will not unjustly use their authority, position (with its implicit power), or access to information to undermine, intimidate, threaten, blackmail, sabotage or other wise interfere or coerce another employee concerning:

- The distribution of work assignments or training opportunities;
- Promotional opportunities;
- Performance evaluations;
- The provision of references;
- The favouring of one employee to the disadvantage of another; or
- The conditions of employment.

### **Complainant**

The complainant is an employee who has been subjected to behaviour that he/she believes to be harassment.

### **Respondent**

The respondent is an employee alleged to have harassed the complainant.

### **S.L.S.M.C. POSITION ON HARASSMENT**

Every employee is entitled to work in an environment free of harassment and therefore the Corporation and the Union will make every reasonable effort to ensure that no employee is subjected to harassment. Behaviour that is offensive and likely to undermine work relationships or productivity, whether at the workplace or in relation to Corporate activities, will not be tolerated. The principle is extended to every person in the employ of the Corporation and includes volunteers and contractors. Furthermore, the Corporation will take appropriate action when employees are subjected to harassment from clients of the Corporation.

The Corporation and the Union encourage employees to make every reasonable effort to stop the harassment from continuing by informing the respondent that his/her behaviour is offensive. The Corporation is committed to investigating and resolving complaints of harassment in a timely manner and to taking appropriate corrective measures. Disciplinary action, up to and including dismissal, will be taken against any employee who subjects another employee to harassment. Such disciplinary action will also be taken where the employee's allegations of harassment are found to be fabricated with malicious intent.

Retaliation against any employee who has filed a complaint of harassment, or against any employee who assists in the investigation of such a complaint, is unacceptable and will also be subject to appropriate disciplinary action, up to and including dismissal.

## CONFIDENTIALITY

All parties must recognize the serious nature of such complaints and respect the sensitivity and confidentiality involved, to the extent possible, to ensure the preservation of dignity and self-respect of all parties concerned.

All parties involved are bound to maintain confidentiality throughout all stages of the internal complaint procedure. Failure to do so could result in judicial proceedings and charges of defamation of character. The privacy and reputation of all parties concerned must be respected.

The Corporation/Union will not disclose the name of the complainant or the respondent, or the circumstances related to the complaint, except for the purposes of investigating the complaint or taking disciplinary action in relation to the complaint. The same standards of confidentiality will apply to any and all relevant documents.

Documentation will be kept in a separate investigation file, within the Human Resources Services Division by the person coordinating the complaint and will be retained and later disposed of in accordance with the *Privacy Act*.

## RIGHTS, OBLIGATIONS AND RESPONSIBILITIES

### The Complainant

1. Employees who feel that they have been subjected to harassment are encouraged to make every reasonable effort to inform the respondent that his/her behaviour is offensive.
2. A meeting in a neutral office will be arranged for the purpose of discussing complaints at the request of the employee.
3. It is the right of every employee who is subjected to harassment to file an internal complaint, without fear of embarrassment or retaliation.
4. Employees have a right to file a complaint with the *Canadian Human Rights Commission* at any time. However, it must be recognized that the *Canadian Human Rights Commission* may require that internal procedures be exhausted before the *Commission* investigates the matter.
5. The complainant must participate in the investigation process and cooperate with those involved. He/she may choose to be accompanied and/or represented during this process by a fellow employee, Union Representative or another person of his/her choosing. The Corporation recognizes the right of the complainant to be kept informed throughout the process, subject to both the *Access to information and Privacy Acts*.

6. The complainant has the right to discontinue contact with the respondent pending the results of the investigation without incurring any penalty.
7. The complainant has the right to appeal a decision rendered by the appropriate authorities following an investigation.

### **The Respondent**

1. It is the responsibility of an employee who has been warned that his/her behaviour is not appropriate to cease this behaviour. (Behaviours are those referred to in the Section "DEFINITIONS" of this directive).
2. The respondent has the right to be informed immediately that a complaint has been filed against his/her. The respondent has the right to be presented with a written statement of allegations as soon as possible and afforded the opportunity to respond to these allegations. The respondent may speak at any time to his/her supervisor/manager, a Human Resources Services Advisor or a Union Representative.
3. It is the responsibility of the respondent to reply to the allegations verbally or in writing, as appropriate.
4. The respondent must participate in the investigation process and cooperate with those involved. He/she may choose to be accompanied and/or represented by a fellow employee, Union Representative or another person of his/her choosing during this process. The Corporation recognizes the right of the respondent to be kept informed throughout the process, subject to both the ***Access to information and Privacy Acts***.
5. The respondent has the right to appeal a decision rendered by the appropriate authorities following an investigation.

### **Supervisors/Managers**

1. Supervisors/Managers must foster a positive and productive work environment and must respond to any allegations of harassment that have come to their attention, whether or not there has been a complaint. To that effect, they must make every reasonable effort to prevent and discourage harassment.
2. Supervisors/Managers must treat all harassment complaints seriously and should encourage employees to follow the internal complaint process.
3. Appropriate action must be taken to ensure that all complaints are investigated thoroughly and rapidly. Supervisors/Managers may request the appointment of an investigator to investigate a complaint.

4. At the request of a complainant wishing to discontinue contact with the respondent, (Supervisors/Managers) should make every reasonable effort to make appropriate alternate arrangements or to place the complainant in an alternate position pending the results of an investigation.
5. Supervisor/Managers must participate in the investigation process and cooperate with those involved.
6. In order to ensure equity and fairness throughout the process, Supervisors/Managers must consult with Human Resources Services before recommending disciplinary measures.
7. Failure on the part of the Supervisor/Manager to observe and respect the above provisions could result in the application of disciplinary measures, up to and including dismissal.

#### **DISCIPLINARY MEASURES**

Should a complaint be upheld as the result of an investigation, appropriate disciplinary action, up to and including dismissal, will be taken against individuals who have been found to have subjected others to harassment. The severity of the discipline will be established based on the nature of the events and the results of the investigation. The decision to take disciplinary measures will be made by the responsible Manager, in consultation with the Human Resources Services and the Union.

#### **DIVISION OF RESPONSIBILITIES**

**The Vice-President, Human Resources is responsible for:**

- Designating the person responsible to conduct investigative work in relation to complaints received under this directive; and
- Authorizing appropriate corrective/disciplinary action or redress following an investigation into a complaint of harassment, when required ;
- Receiving grievances from complainants and/or respondents who wish to appeal the results of a decision made following an investigation into a complaint of harassment.

**The Regional Human Resources Services Manager is responsible for:**

- Ensuring that complaints are thoroughly investigated;
- Recommending a course of action to responsible Vice-President based on the results of the investigation.

**The Regional Vice-President is responsible for:**

- Rendering decisions with respect to harassment complaints, in consultation with the Human Resources Services.

**The Supervisors/Managers are responsible for:**

- Keeping the workplace free of harassment;
- Responding immediately to complaints and inappropriate behaviour;
- Participating in the investigative process and, based on the findings of the investigation recommending a course of action to Human Resources Services.

**The employees are responsible for:**

- Treating co-workers with respect;
- Supporting co-workers when unacceptable behaviour is observed;
- Participating in the investigative process when required.

**The Union Representatives are responsible for:**

- Fostering a positive and productive work environment free of harassment/discrimination;
- Treating co-workers with respect;
- Participating in the investigative process;
- Participating in the education of all employees.

**REFERENCE DOCUMENTS**

- \* Canada Labour Code
- \* Canadian Human Rights Code
- \* Criminal Code
- \* Privacy Act



December 12, 1998

### Letter of Understanding


WHEREAS all pension and benefits issues of the kind described in Section 138 of **the Canada Marine Act** have been resolved, with the sole exception of the employee pension contribution issue;

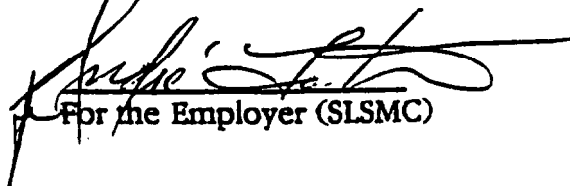
AND WHEREAS the parties, without prejudice to their respective positions and interpretations, are desirous of settling this final issue without resorting to arbitration;

THEREFORE IT IS AGREED AS FOLLOWS:

1. The current P.S.S.A. formula for employee pension contributions shall remain unchanged after March 31, 1999 and apply to the new SLSMC private pension plan which shall be amended accordingly subject to what follows.
2. In the event that, the employee contribution formula as currently set out in the P.S.S.A. should be changed, then at the written notice of either party after December 31, 2000, the parties shall meet to discuss appropriate equitable amendments to the contribution levels in the **SLSMC** private pension plan.
3. If, in the situation described in item 2 above, it is determined that the amendment of the P.S.S.A. contribution formula was made in exchange for or in recognition of some additional employee benefits, then at the request of either party, the parties shall meet to discuss appropriate and equitable amendments to the employee benefits provisions in the SLSMC private pension plan.
4. In the event of any dispute as to the interpretation or application of this agreement, the parties will endeavour to resolve the difference, failing which either party may submit the matter to a single arbitrator for final and binding disposition.
5. This agreement will remain in effect during the five year duration of the overall pension agreement, subject to the right of the parties to modify **or** cancel it by mutual agreement.

Signed in Montreal this 12<sup>th</sup> day of December 1998

  
For the Union (CAW)

  
For the Employer (SLSMC)

**CLASSIFICATION AND TASK TRANSFERS**

**I. DEVELOPMENT OF A UNIVERSAL CLASSIFICATION AND COMPENSATION PLAN**

**A. IN CO-OPERATION WITH REPRESENTATIVES:**

1. Of the Operational and Maintenance Group
2. Of the Supervisory Group
3. Of the Non Unionized Group
4. And with the expert assistance of an outside Consultant

**B. TO ESTABLISH INTERNAL EQUITY:**

1. By objectively evaluating the responsibilities and specific requirements of each job
2. By establishing the relative worth of jobs through evaluation point totals
3. By developing Salary Administration procedures, including a salary progression formula based on the application of skills required by the different job categories.

**II. TRANSITIONAL MEASURE**

**A. A committee is currently developing a self-directed team profile and will submit its conclusions to the Operational and Maintenance Group representatives for significant and constructive consultation. The task transfers below and those to come will be developed from this service team profile. It is understood and agreed that administrative tasks shall not include regulatory management functions (i.e. discipline) that can affect fellow workers. In the event of a major difference of opinion on the team profile, the parties agree that a senior representative of Management and of the Union shall meet with the intention of resolving the issue.**

**B. To recognize the implementation of the transferred tasks, lump sums will be granted as a transitional measure to Regional employee members of the Operational and Maintenance Group, until the completion of the new Job Evaluation and Salary Administration System. As noted above, the new Universal plan will evaluate the Team profiles, which includes these task transfers.**

**C. A Union Management Committee will be formed to develop the conditions which determine that the transfer of activities to the team has occurred:**

1. A first lump sum of \$400 will then be granted to members of each team as that team acquires and applies the following responsibilities:
  - Planning and Scheduling
  - Customer Interface
2. A second lump sum of \$400 will be granted to members of each team as that team acquires and applies the following responsibilities:
  - Management of Administrative activities
  - Management of Key Indicators

**D. Engineering and Corporate Services will be examined when the self-directed team concept is formally applied to them.**

202. Pitt Street  
Cornwall (Ontario)  
K6J 3P7

February 10, 1999

File No. : C-2-8-2-3

Mr. Gary Fane  
C.A.W. - T.C.A.  
205 Placer Court, North York  
Willowdale (Ontario)  
M2H 3H9

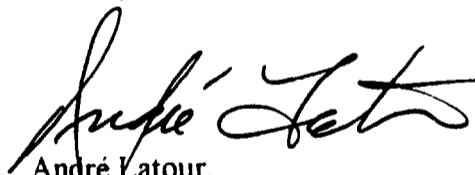
Dear Mr. Fane.

Re : **Medical examinations - Attending Physician**

I refer to our discussions in the course of the 1999 Negotiation sessions, regarding medical examinations of the employees.

The Corporation accepts a common approach pertaining to the choice of the attending physician for medical examinations, whereby these examinations will be administered **by** the Employer physician on company time, with the option however for the employee of receiving the examination from his personal physician on his own time.

Sincerely Yours,



André Latour,  
Vice - President,  
Human Resources

AM

## APPENDIX "M"

202 Pitt Street  
Cornwall, Ontario  
K6J 3P7

February 18, 1999

File No.: c-2-8-2-3/99 & c-2-8-3-3/99

Mr. Gary Fane  
C.A.W. - T.C.A.  
205 Placer Court, North York  
Willowdale, Ontario  
M2H 3H9

Dear Mr. Fane,

Re: **Union Representatives - Operational and Maintenance and Cornwall Headquarters Groups**

I refer to our discussions in the course of the 1999 Negotiation Sessions, regarding representatives who are on Union Leave on a more regular basis.

The practice of the Employer of allowing two (2) employees to be on regular leave for Union business will continue for the life of the 1999-2000 Collective Agreement, and these two (2) elected Union Officials will be counted in the six (6) representatives listed in Article 3.2 for collective bargaining.

Sincerely Yours,



André Latour,  
Vice-President, Human Resources

AM/op

**December 14, 1998**

**Mr. Gary Fane  
Director, Transportation  
C A W  
Head Office  
205 Placer Court  
North York Willowdale  
M2H 3H9**

**Dear Mr. Fane,**

**SUBJECT: DAY OF MOURNING**

**This is to confirm that each year, on the occasion of a National Day of Mourning, one minute of silence will be observed on the work site at or about 11:00 A.M. on April 28th, in memory of the workers who died while performing their work for the Corporation.**

**The flag of the Corporation will be flown at half mast as part of this commemorative tribute..**

**Sincerely,**

A handwritten signature in black ink, appearing to read "André Latour". The signature is fluid and cursive, with a large initial "A" and "L".

**André Latour  
Vice-President, Human Resources**