

COLLECTIVE AGREEMENT

BETWEEN

THE ST. LAWRENCE SEAWAY MANAGEMENT CORPORATION

AND

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

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OPERATIONAL AND MAINTENANCE GROUP

January 1, 2001– December 31, 2003

Signed November 26, 2001

ENTERED

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Agreement made this 26<sup>th</sup> day of November 2001

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 7

### 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 weeks 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. Reference to modified day shall mean a twelve (12) hour work day.
- 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.
- 7.10 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.
- 7.12 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.
- 7.13 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.
- 7.14 YEAR - The calendar year.

1.15 SPOUSE - the person

- i) Who is legally married to the employee through an ecclesiastical or civil ceremony or
- ii) Who, although not married to the employee, cohabits continuously with the employee in a conjugal relationship, which is recognized as such in the community in which the employee resides, for at least one year. The term "conjugal relationship" shall be deemed to include a conjugal relationship between parties of the same sex.

ARTICLE 2

Recognition and Purpose

- 2.1 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.
- 2.2 The purpose of this agreement is to provide orderly collective bargaining procedures between the Corporation and the Union, to secure prompt and equitable disposition of grievances, to describe working conditions, hours of work and wages for the employees of the bargaining unit, and to prevent interruptions of work and interference with the efficient operation of the Corporation's business.

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.

- 3.4 The Corporation shall supply to the local chairperson a copy of the following information at the end of each month:
- a) Active O & M employees on permanent, temporary or flex part-time status, with an indication of payment of dues to a Union local.
  - b) The hourly rate and classification of said O & M employees
  - c) The published telephone numbers of said O & M employees
  - d) Employees removed from the active O & M employee list for reason of layoff during the month
  - e) Employees added to the active O & M employee list for reason of recall during the month
  - f) O & M bargaining unit employees on layoff at month end
  - g) O & M employees who have lost seniority (list supplied in January each year only)
  - h) Copy of any letters of agreement reached with another local of the bargaining unit
- 3.5 The Corporation will provide a copy of the Collective Agreement in booklet form to the employees covered by this agreement within sixty (60) days of its signature by the parties. Union representatives will receive booklets containing both versions, and the text of the Agreements will be published on the Intranet.
- 3.6 The Corporation agrees to provide, for the business of the Union Committee in each local area of employment, a Union office with a desk, chairs, telephone/voice mail services, computer, Intranet, printer, photocopying services and a locking filing cabinet.

#### 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 parties recognize the importance of providing an avenue to both the Trades Group and Management to voice concerns and arrive at recommendations regarding the distribution of duties, training methods and opportunities, impact of new technology, contracting out, and other issues affecting the Trades Group. The Union Management Consultation Committees will address these issues through a Technical Training Subcommittee composed of one member from each side chosen to provide the required technical expertise and report on Technical Training issues. These discussions will take into consideration the multiplicity of our small Trades groups spread along the Seaway system, and the need for training opportunities and programs specifically tailored to meet individual needs.
- 4.4 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 ten (10) 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. On this basis, grievances and complaints under this article will be declared resolved or dropped as soon as such a decision has been made by the Union.
- 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 SLSMC 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.
- 6.8 The company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council. First deduction to be made from the employees from the first (1<sup>st</sup>) pay received after completion of the probation period. Future deductions to be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year. Dues are: One half (1/2) of one (1) hour's regular pay per year.

## 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 classification levels, 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 A new Universal Job Evaluation Plan has been developed, and the pay structure and rates associated to the new plan have been finalised. An employee in a position whose classification level is adjusted downward under the new Job Evaluation Plan shall retain his rate and his right to general increases until the date he ceases to hold the position,
- 7.7 The Joint Job Evaluation Committee will evaluate newly created or modified positions according to the provisions of the new Job Evaluation Plan and the procedures agreed to.
- 7.8 Appeals originating from the results of job evaluation performed under the new Job Evaluation Plan will be administered according to the procedures agreed to.
- 7.9 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.
- 7.10 Wage increases
- i) Effective January 1, 2001, all hourly rates of the wage scales of the previous classification plan are increased by 2%, as outlined in APPENDIX "A", and applied to the year 2001.
  - ii) Effective January 1, 2002, all hourly rates of the wage scales of the new Joint Job Evaluation Plan apply, adjusted to reflect the settlement between the parties of the 2001 2% increase, and of the 2002 3% increase.
  - iii) Effective January 1, 2003, all hourly rates of the wage scales of the new Joint Job Evaluation Plan are increased by 3%.

## 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. The Corporation, the Union and the employees shall comply in a timely manner with all applicable Legislation pertaining to the Health and Safety of the employees. The Union and the Corporation agree to actively promote measures to assure the Health and Safety 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 The Joint Local Health and Safety Committees (JHSC) will be comprised as follows, during the life of the 2000 - 2003 Agreement: In Niagara Region, a total of eight (8) members, four (4) elected or appointed members representing the Union and four (4) members representing Management. In Maisonneuve Region, local committees shall have two (2) members representing the Union in Iroquois, two (2) members in Beauharnois and three (3) members in South Shore, with equal Management representation.
- Each member of the Joint Health and Safety Committee (JHSC) shall be certified as required. During all absences, both parties shall recognize a substitute member as designated.
- 8.4 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 in accordance with meeting schedules arranged by the co-chairpersons to avoid disruption of the Corporation's business activities. Approval by the Section Head will not be unreasonably withheld.
- 8.5 Employees required to wear safety footwear because they hold positions designated in the Corporation's Safety Footwear Policy shall be paid an amount of \$120 for cost reimbursement of purchasing each year or every two (2) years such safety footwear, as per the applicable footwear payment schedule, thereby wearing at work safety footwear in good condition. Special consideration shall be given to employees with foot deformities.
- 8.6 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.

8.7 In the course of the 2001 collective bargaining sessions, it was agreed that the Corporation, the Union and the employees shall comply with relevant legislation providing rights of work refusal in unsafe conditions. The parties recognize the importance for the Employee and the Supervisor of resolving health and safety concerns before they become work refusals and without negatively impacting customer service. No employee shall be discharged, penalized or disciplined for acting in compliance with the Canada Labour Code Part II, and its regulations, unless the employee exercises those rights knowing that no circumstances existed that would warrant it, or has willfully abused those rights.

8.8 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.

8.9 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.

8.10 Discrimination - Harassment

The Corporation and the Union agree that there shall be no discrimination or harassment exercised or practiced by either of them or by any of their representatives, with respect to any employee by reason of race, national or ethnic origin, colour, religion, age, sex (including pregnancy or child-birth), sexual orientation, marital status, family status, disability and conviction for which a pardon has been granted. The Corporation and the Union also agree to respect the employee's legitimate participation in the Union's lawful activities.

8.11 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.

- 9.2 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

- 11.1 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.

- 11.2 The Employer shall provide a copy of the Collective Agreement to new employees hired for positions covered by this Agreement and acquaint them with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and telephone number of his/her Union representative, who will be informed of the hire of a new employee. The employee's supervisor will invite the Union representative if available to meet the employee during the employee's orientation tour.

## 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 case where an employee has been permanently assigned to a position substantially different in nature from the one previously held, the employee shall be given reasonable time, not to exceed thirty (30) days in which to elect to return to his former permanent position. However, prior to such a decision being activated, a meeting between the employee and his supervisor will be held to exchange information in order to avoid uncertainties and eliminate potential misunderstandings. If his former position has been abolished, the provisions of Article 14.5 will apply.

Employees displaced as a result will be returned to their former position, or if their former position has been abolished, the provisions of Article 14.5 will 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 and properly trained skilled trades and Specialty skills workforce. The parties agree to engage in Apprenticeship and Technical Upgrading Programs, based on operational requirements, as follows:

- a) Apprenticeship and Technical Upgrading goals:
- i) To improve the capabilities of the workforce and the competitiveness of the Corporation;
  - ii) To internally acquire replacement personnel in occupations where the Corporation anticipates a resource shortage, by supporting interested employees in following technical upgrading and Provincially Regulated Apprenticeship Programs in order to potentially fill these positions as they become vacant;
  - iii) To enable Trades Personnel to acquire the knowledge and experience necessary to meet the normal requirements of the work to be accomplished;
  - iv) To ensure that extreme care is exercised in the selection of applicants for training and that the methods of training are sound.
- b) Staffing Requirements: The Corporation will annually forecast its workforce needs for the following three (3) years and will inform the Union-Management Consultation Committee, in order to support Apprenticeship and Technical Upgrading Programs which will ideally meet succession planning timelines.
- c) Process:
- i) The Technical Training Sub-Committee will explore and recommend through the Union-Management Consultation Committee the establishment of Apprenticeship and Technical Upgrading Programs. Employees will be responsible to complete all academic requirements, on their own time, or during their working hours when it will not unreasonably interfere with the performance of their duties, or as recognized within an Apprenticeship approved by the Corporation
  - ii) The Technical Training Sub-Committee, as provided for in Article 4.3, will explore and recommend various means to facilitate the employee gaining required practical and Apprenticeship experience.

d) Apprenticeship Programs

Subject to modifications arrived at by the Technical Training Sub-committee to meet the requirements of the particular programs, the following will apply:

- i) Qualifications of an Apprentice
- An Apprentice shall be a person, eighteen (18) years of age or over, apprenticed under Agreement with the Corporation being registered with the Apprenticeship Branch of the applicable Provincial Ministry.
  - An Apprentice on a four (4) year Apprentice Program shall have education to Grade 12 or equivalent.

- An Apprentice on a two (2) year Apprentice Program shall have education to Grade 10 or equivalent.
- Applicants to Corporation identified Apprenticeship and Technical Training Programs shall successfully meet the requirements set by the Provincial Program (or set by the Corporation in the absence of Provincially set requirements) on physical capabilities, interest, skill and aptitudes. In the selection for a same program, seniority will prevail among those candidates who meet such requirements.

#### ii) Terms

- The Apprenticeship term shall be the hours as prescribed for the trade by the Apprenticeship Branch of the applicable Provincial Ministry, which shall include a probationary period of three (3) months.
- An Apprentice is required to pass Provincially Regulated Final Examinations in order to obtain Journeyman Certification, and Caw Journeyman Certification.

#### iii) Training

- Apprentices shall be trained in accordance with the prepared schedules of training in shop work and related subjects as approved by the Apprenticeship Branch of the applicable Provincial Ministry.

#### iv) Apprenticeship Contracts

- Every Apprentice shall enter into a written Agreement with the Company to serve the Apprenticeship Term. The contract shall be signed by the Corporation, the Apprentice, and shall be registered with and sanctioned by the Apprenticeship Branch of the applicable Provincial Ministry,

#### v) Supervision of Apprentices

- A Company Representative conversant with the schedules of training and work progress shall be appointed to supervise and regulate the training and progress of each Apprentice and to provide periodic reports thereon to the Technical Training Sub-Committee.

#### vi) Probation

- The first 500 hours of employment for every apprenticeship shall be a probation period. If satisfactory progress is not made, the apprenticeship may be terminated, or the Apprentice may elect during this period of grace to withdraw from the program.

#### vii) Finalization

- Other general terms of apprenticeship shall be finalized by the Technical Training Sub Committee

- 13.4 The parties agree that, with the introduction by the Corporation of new techniques and technologies that require training of employees, it is important that advance planning be carried out to anticipate the skills, needs and training required.

Those affected by the introduction of these new techniques and technologies shall have every reasonable opportunity to acquire new knowledge and skills, so that they will be available to perform the work associated with the new techniques and technologies when needed. The Corporation will assume the cost of on-the-job training to afford employees, who have the basic qualifications in the applicable field and the ability to be trained, the opportunity to keep current with new methods, tools, machines and new technology affecting their work and job security. The Corporation will also defray the eligible costs of continuing education courses taken for this purpose, as per the Corporation's Employee Learning and Development Policy.

The Corporation will notify the Union in advance of the introduction of any such new technologies and techniques.

- 13.5 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.

- 13.6 Newly hired Service Persons will be paid at entry level 22; with the aid of Training Programs, they will have up to:

12 months to qualify at level 25  
(Civil Maintainer);

24 months to qualify at level 29  
(Canal Structures Operator)

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.

- 13.7 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.
- 14.11 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.
- 14.12 For the duration of the 2001-2003 Collective Agreement, the tie up of commercial vessels on the lock structures shall be performed by three (3) employees at all times.
- 14.13 Seaway personnel outside the bargaining unit shall not perform tasks normally performed exclusively by members of the bargaining unit except for training, in cases of emergency, or where tasks are common to both groups due to technology advances.

## 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 off ice 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 \$12.00 and payment of \$12.00 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 \$12.00 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 \$12.00 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 ( $\frac{1}{6}$ ) 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 From date of signature, employees who are required to standby during the weekend and to 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, six (6) hours at their regular or acting rate or at the rate of the position for which they are standing by, whichever is the greater. Employees required to standby may arrange exchanges of standby periods with fellow workers. Similarly, the rotation of required standby periods among employees may take place on a voluntary basis, provided designation of employees by the Corporation will continue in order to meet standby requirements when employees do not volunteer.
- 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 From date of signature, employees assigned to shift work shall be paid a premium of fifty-five (55) cents per hour worked on the third shift (16:00 to midnight), and a premium of seventy (70) 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 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.

- 20.11 From date of signature, 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 one-half (1-1/2) times his regular rate. Reasonable 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
30 <sup>th</sup> 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 24.5 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 shall normally take their vacations herein provided within a twelve (12) month period. However, 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 five days (five modified days) in a year except for absences in excess of three continuous days (two continuous modified days) .
- b) Any absence in excess of three (3) continuous days (two continuous modified days), and all absences in excess of the five days (five modified 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 five days (five modified 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.

On this basis, the employee will provide forty-eight (48) hours notice to take such leave. The exception to the forty eight (48) hour notice period will be when time is required for a demonstrated sudden emergency requiring the personal involvement of the employee.

Employees may elect to take personal leave days in periods of four (4), eight (8) or twelve (12) hour intervals. When Personal Leave is taken continuous before and/or after approved Annual Leave in the employee's schedule, then advance notice for the Personal Leave will follow the rules of Annual Leave approvals and planning, and such Personal Leave will normally be accepted by the Corporation.

- 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 Maternity, Adoption and Parental Leave

For the purposes of granting Maternity, Adoption and Parental Leave, the provisions of the Canada Labour Code and of its Regulations shall apply.

#### 24.5 Bereavement Leave

When a death occurs in the immediate family of an employee, Bereavement Leave will be granted without deduction from Personal Leave immediately following the day of the death, provided the employee has completed three (3) consecutive months of service, as follows:

- a) up to five (5) consecutive calendar days (midnight to midnight) in the event of the death of a spouse (including common-law spouse resident with the employee for at least one (1) year), parents, children, sisters and brothers;
- b) Up to three (3) consecutive calendar days (midnight to midnight) in the event of the death of a 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.

#### 24.6 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.

#### 24.7 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.

#### 24.8 Special Lay off and Leave without Pay - Detention Period

An employee in detention while awaiting trial will be considered on Personal Leave of absence without pay for the period of detention, with the exception of any suspension or dismissal applied under Article 26 during that period. An employee convicted of any offence and placed in detention will be considered on administrative layoff, except in the case of a dismissal, for a period not exceeding two (2) years. Upon return within this period, he will return to his former position, or, if the position has been abolished, will be re-assigned under the terms as applicable of Article 14 or Article 15.

## 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 1<sup>st</sup>, 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 except for just cause. Such discipline or discharge will apply after 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. Potential charges shall be laid or notice of investigation against an employee shall be made within thirty (30) days of the knowledge of the alleged incident or of the discovery of any infraction, which may result in charges.
- 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.
- Once the Vice-President or his designate feels he possesses the necessary information prior to meeting with the employee, and the information substantiates the possibility of wrongdoing by the employee, he shall advise within five (5) days the employee of the anticipated date of the hearing of the charges.
- 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.

26.11 Operating Irregularities

i) Representation Rights

At any administrative inquiry, hearing or investigation conducted by a Board named by the Corporation into an operating irregularity as defined under this article<sup>(1)</sup>, where the actions of an Employee may have had a bearing on the events or circumstances leading thereto, and the Employee is required to appear at the administrative inquiry, hearing or investigation being conducted into such irregularity, he or she may be accompanied by a Union representative of his or her choice. The unavailability of the Union Representative of choice will not delay the inquiry, hearing or investigation more than twenty four (24) hours from the time of notification to the Employee. However, for the purposes of this article, the employee shall submit without delay the standard incident reports required by the Corporation.

ii) Participation in Fact Finding Boards

It is agreed that a Union Representative will be invited to attend and observe at any Corporation fact finding Board investigating an operating irregularity in which an Employee covered by this collective agreement has an apparent involvement.

iii) Circumstances of Proceeding

The Employee and his or her representative may require the Corporation's representative in charge to state the circumstances leading to the inquiry, hearing or investigation by the Corporation before the Employee is required to answer any questions put to him or her.

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(1) Definition of Operational Irregularity:

“ An accident or incident affecting Seaway structures or equipment which had or could have had a significant impact on Seaway operations or the Safety of employees or the public.”

iv) Notification of Completion

- (a) The Corporation shall notify the Employee and his or her representative of the completion of the report of a proceeding pursuant to this article in this collective agreement. Such notification shall be in writing and shall stipulate that an immediate opportunity will be provided to the Employee and his or her representative to read the report, including the findings of the investigation, and to take such personal notes as they deem necessary, should any action be required as a result of such inquiry, hearing or investigation. For greater clarity, this paragraph does not apply to any report prepared in contemplation of litigation or at the request of the Corporation's Solicitors, when no disciplinary action is required as a result of the inquiry.
- (b) In regard to operating irregularities, with reference to time limits in Article 26.1 of the collective agreement, the Corporation will determine when the investigation for the purposes of discipline is to be completed taking into account the results of administrative inquiries and of litigation before a tribunal.
- (c) Subsequent opportunities to read the same report and findings will be provided to the Employee, and his or her representative, upon written request, if as indicated above disciplinary action was necessary as a result of the findings.

v) Pay and hours of work

- (a) An Employee called as a witness, or his or her representative, shall suffer no loss of normal pay while appearing before an administrative inquiry, hearing or investigation relating to an operational irregularity.
- (b) An Employee called by a Corporation inquiry as a witness outside of his or her scheduled hours of work, shall be compensated at the appropriate overtime rate.
- (c) To the extent practical, an Employee having primary involvement in an operating irregularity will not be scheduled to perform his or her operational duties on a shift during the same day.

vi) Restricted Information

The Corporation agrees to treat live or recorded video and audio, computer readouts of Seaway operations, and transcripts of audio recording as restricted information, not normally available to other parties unless required by law. However in cases where the Corporation's legal counsel has determined that there will be no Corporation involvement in any subsequent civil litigation The Corporation may after twenty four (24) hours notice to the Union, permit third party lawyers to make their own transcript under supervision.



vii) Legal Representation

The Corporation shall provide legal advice and assistance to an Employee who is required to appear at a Transportation Safety Review Board or Transport Canada investigation, or in proceedings where joint interest exists between Employer and Employee.

(a) in the circumstances outlined above:

If the Employee so desires, the employee may select legal counsel of his or her choice after consultation with the Corporation and reasonable legal fees as would otherwise be incurred by the Corporation will be reimbursed or paid by the Corporation.

(b) A grievance arising from the application of this clause shall begin at Step two (2) of the Grievance Procedure.

## 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 "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, 2003 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, 2003.

In witness hereof, the following have signed:

FOR:

**THE ST. LAWRENCE SEAWAY  
MANAGEMENT CORPORATION**

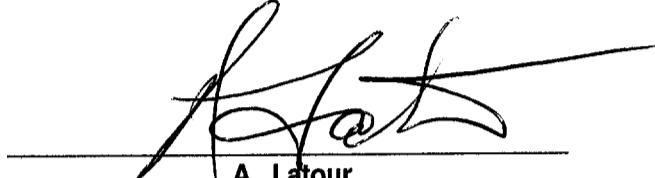
**THE NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA**



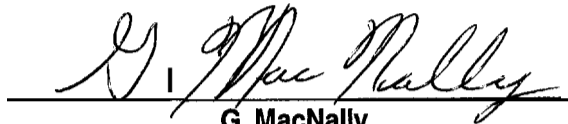
**G. Véronneau  
President**



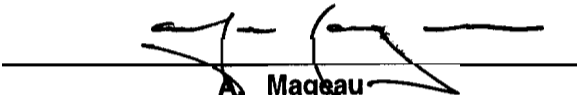
**G. Fane  
National Director of Transportation**



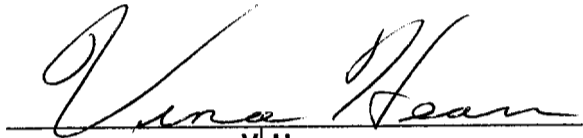
**A. Latour  
Vice-President, Human Resources**



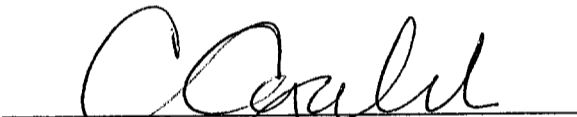
**G. MacNally  
National Representative**



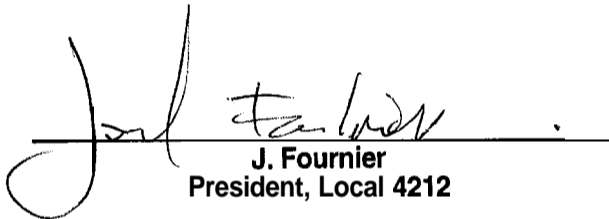
**A. Mageau  
Manager, Human Resources Services  
Head Office**



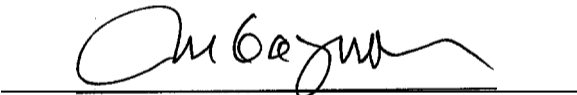
**V. Hearn  
Local Chairperson,  
Locals 4212 & 4324**



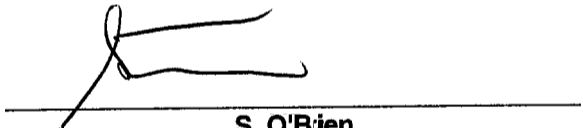
**C. Capeluck  
Human Resources Advisor  
Niagara Region**



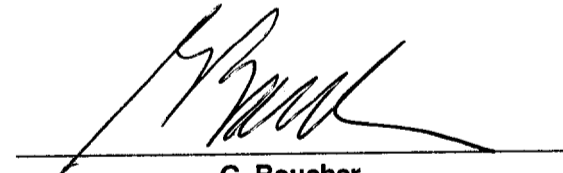
**J. Fournier  
President, Local 4212**



**M. Gagnon  
Human Resources Advisor  
Maisonneuve Region**



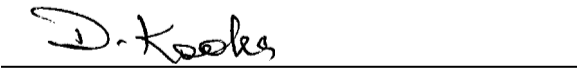
**S. O'Brien  
Local Chairperson, Locals 4320**



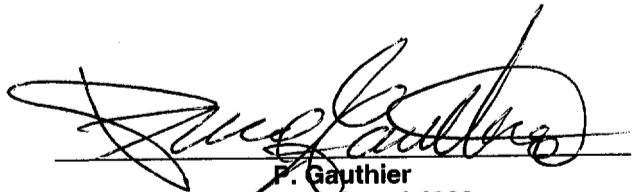
**G. Boucher  
Manager, Marine Services  
Maisonneuve Region**



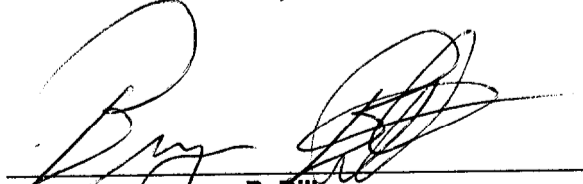
**S. O'Brien  
President, Local 4323**



**D. Kooka  
Manager of Operations**



**F. Gauthier  
President, Local 4320**



**B. Biller  
Technical Trades Representative  
Niagara Region**



**S. O'Brien  
President, Local 4323**

APPENDIX "A"  
 OPERATIONAL AND MAINTENANCE POSITIONS  
 CLASSIFICATIONS AND SALARIES

Job Class	SCHEDULE 1 ( 40 hour week)		SCHEDULE 2 (37.5 hour week)	
	Salary Effective January 1, 2001		Salary Effective January 1, 2001	
	Hourly Rates		Hourly Rates	
	Step 1	Step 2	Step 1	Step 2
15	\$24.62	\$25.49	\$24.64	\$25.49
14	\$23.78	\$24.62	\$23.78	\$24.64
13	\$22.94	\$23.78	\$23.02	\$23.78
12	\$22.24	\$22.94	\$22.24	\$23.02
11	\$21.56	\$22.24	\$21.56	\$22.24
10	\$20.93	\$21.56	\$20.93	\$21.56
9	\$20.32	\$20.93	\$20.32	\$20.93
8	\$19.71	\$20.32	\$19.71	\$20.32
7	\$19.10	\$19.71	\$19.10	\$19.71
6	\$18.51	\$19.10	\$18.51	\$19.10
5	\$17.90	\$18.51	\$17.90	\$18.51
4		\$17.90	-	\$17.90
3		\$17.33		\$17.33
2		\$16.77	-	\$16.77
1		\$16.29	-	\$16.29

- Notes:
- 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).
  - 3 Special Rate: Marine Engineer - 1st Hercules - \$25.67/hr.
  - 4 From date of signing, a premium of \$1.50 per hour will be added to the regular rate of the employee engaged in a role of Team leader under the terms outlined in the Memorandum of Agreement on Team leaders, and the former amount of the premium stated in this Agreement is modified accordingly.

APPENDIX "B"  
SEAWAY HOURLY RATE STRUCTURE - NEW CLASSIFICATION PLAN  
OPERATIONAL AND MAINTENANCE

Job Class	Salary <b>Effective</b> January 1, 2002 Hourly Rates		Salary <b>Effective</b> January 1, 2003 Hourly Rates	
	Step 1	Step 2	Step 1	Step 2
36	\$27.26	\$29.17	\$28.08	\$30.05
35	\$25.48	\$27.26	\$26.24	\$28.08
34	\$24.67	\$25.48	\$25.41	\$26.24
33	\$23.88	\$24.67	\$24.60	\$25.41
32	\$23.11	\$23.88	\$23.81	\$24.60
31	\$22.38	\$23.11	\$23.05	\$23.81
30	\$21.66	\$22.38	\$22.31	\$23.05
29	\$20.97	\$21.66	\$21.60	\$22.31
28	\$20.30	\$20.97	\$20.91	\$21.60
27	\$19.65	\$20.30	\$20.24	\$20.91
26	\$19.02	\$19.65	\$19.59	\$20.24
25	\$18.42	\$19.02	\$18.97	\$19.59
24		\$18.42	-	\$18.97
23		\$17.83	-	\$18.36
22		\$17.26	-	\$17.78
21	-	\$16.71	-	\$17.21

- Notes:
- 1 From Job Class **25** to **34**: Step 1 applies to new **hires** during their probationary period (**90** days worked).
  - 2 For Job Class **35** and above, Step 1 applies for the first six months in the position (not linked to probation).
  - 3 A premium of **\$1.50** per hour will be added to the regular rate of the employee engaged in a role of Team leader under the terms **outlined** in In the memorandum of agreement on Team leaders, and the former amount of the premium stated **in** this agreement is modified accordingly.

# 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 Voie 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.

.../2

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 to undergo an eye examination by an ophthalmologist.

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 authorize release of a copy of the examination report to the Authority.

F.C. Johnston

- 3 -

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.

CGT/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
1998	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.

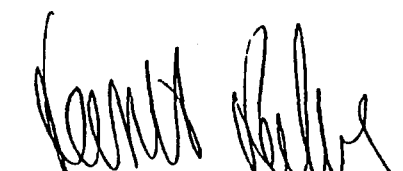
**C.** In consideration of the above, the provisions of Article 20.7 of the 1992-1994 O & M Agreement remain in force until December 31, 1995 and are abrogated effective January 1, 1996.

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. Lafleur**  
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/JOURS juin, 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 ET. 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

## **APPENDIX "G"**

### **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,  
N0H 2C9

## **APPENDIX "H"**

### **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 otherwise 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 subject 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

## **COMPLAINT AND INVESTIGATION PROCESS**

Any employee requiring information concerning this policy and/or the complaint process prior to filing an informal/formal complaint should address their inquiry to their Human Resources representatives.

For the comfort of any employee, the Corporation will arrange for a neutral office outside of the employee's work location and/or outside the Human Resources offices at the employee's request.

### **I. FILING A COMPLAINT**

The **COMPLAINANT** is to:

- 1- MAKE every reasonable effort to advise the respondent immediately of the disapproval of, or unease with, his/her conduct and REQUEST that it stops immediately.

**NOTE: The complainant may also inform the respondent in writing, either through a hand-delivered letter or a post-delivered letter, describing the offensive behaviour and requesting that it stops. The complainant may solicit assistance from a Human Resources representative, a union representative and/or any other person of his/her choosing, if he/she is uncomfortable dealing with the respondent.**

- 2- MAINTAIN a written record of incidents including:
  - dates
  - times
  - nature of the behaviour
  - names of witnesses (if any)
  - locations and
  - impact of the harassment on the complainant
- 3- If the situation persist, FILE an informal complaint by speaking to his/her supervisor/manger, the respondent's supervisor/manager, or to the Human Resources staff. If the supervisor is the respondent, SPEAK to the supervisor's superior or ADDRESS the issue with the Human Resources staff.
- 4- If the offensive behaviour continues, FILE a formal complaint in writing to his/her supervisor/manager, the respondent's supervisor/manager, or to the Human Resources staff or, if the nature of the behavior is sexual harassment, the employee may file his complaint directly to the office of the Vice-president Human Resources.

- 5- COOPERATE at all times during the investigation process. The complainant may choose to be assisted or represented during this process by a fellow employee, a union representative and/or any other person of his/her choosing.
- 6- CONSULT at any time with the local Human Resources manager or his designate.

**The RESPONDENT is to:**

- 1- REPLY to the allegations verbally or in writing, as appropriate.
- 2- DISCUSS the situation when requested to do so with his/her supervisor/manager or the Human Resources staff.
- 3- PROVIDE written documentation or response when required.
- 4- COOPERATE at all times during the investigation process. The respondent may choose to be assisted or represented during this process by a fellow employee, a union representative and/or any other person of his/her choosing.
- 5- Consult at any time with the local Human Resources manager or his designate.

**II. RECEIVING INFORMAL COMPLAINTS**

When receiving an informal, verbal complaint, the supervisor/manager or the Human Resources staff is to:

- 1- LISTEN to the complainant.
- 2- VERIFY whether the complainant has requested that the respondent cease the offensive behaviour. If not, ENCOURAGE the complainant to do so.
- 3- TRY to resolve the complaint informally by speaking to the respondent.
- 4- ENSURE that the respondent is provided with the opportunity to explain his/her version of the events.
- 5- REQUEST that the actions or behaviour that have prompted the complaint cease immediately and do not reoccur.

- 6- KEEP a log of events, dates and meetings and DOCUMENT the situation accurately and completely.
- 7- RECOMMEND to the Vice-president Human Resources disciplinary actions if necessary.
- 8- When appropriate the Vice-president human resources will recommend to the responsible senior management that disciplinary action be taken.

### **III. RECEIVING FORMAL COMPLAINTS**

When receiving a formal, written complaint, the supervisor/manager or the Human resources staff is to:

- 1- ACKNOWLEDGE receipt of the complaint in writing.
- 2- INFORM the executive of the local of the filing of the complaint.
- 3- DETERMINE, in consultation with the Vice-president Human resources, whether to investigate the complaint or request the appointment of an investigator.
- 4- If appointing an investigator is deemed necessary, FORMALIZE the request in writing to the Vice-president Human resources, who will APPOINT an investigator, CONFIRM the appointment to the parties involved and OUTLINE the upcoming sequence of events.

#### **The person responsible for investigating the complaint will:**

- 1- REQUEST written documentation of allegations from the complainant including:
  - dates
  - times
  - nature of the behaviour
  - names of witnesses (if any) and
  - locations
- 2- MEET immediately with complainant, DISCUSS the allegations and INFORM the complainant of his/her rights and responsibilities.
- 3- PRESENT the respondent with written allegations, DISCUSS these with him/her and REQUEST a written reply. The investigator will also REQUEST a list of witnesses (if any) and INFORM the respondent of his/her rights and obligations.



- 4- INTERVIEW witnesses (if any) and COLLECT evidence.
- 5- DOCUMENT reactions of all parties in writing. KEEP a log of all meetings and telephone conversations and KEEP copies of all documents.
- 6- PREPARE in draft format, conclusions and/or recommendations that will be presented to and discussed with the Vice-president human resources. (At this point, the draft report may be submitted to legal counsel for review if necessary.)
- 7- REMIT copies of the report to the complainant and the respondent, and REQUEST that both parties respond in writing to the investigator on the results of the investigation within ten (10) working days.
- 8- FINALIZE the report on the findings of the investigation and SUBMIT it to the Vice-president Human Resources.
- 9- The Vice-president, Human Resources will RECOMMEND to the responsible senior management representative the appropriate course of action.

#### **IV. APPEALING THE DECISION**

Either party may file an appeal if in disagreement with the decision rendered by the appropriate authorities following the investigation. However, due to the nature of the issues involved in harassment cases, these appeals are to be filed with the Vice-president Human Resources or his/her designate.

#### **V. RECORDS**

All evidence and documentation in relation to the complaint will be classified as "protected".

Documentation will not be placed on the personal files of the parties involved, but will be kept in a separate investigation file, which will be kept by the Privacy Officer of the Corporation.

December 12, 1998

**Letter of Understanding**

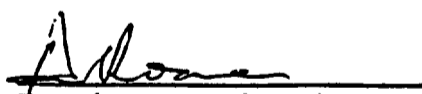
WHEREAS all pension and **benefits** issues of the kind described in Section 138 of the Canada **Marine Act** have been resolved, with the sole exception of the employee pension contribution issue;

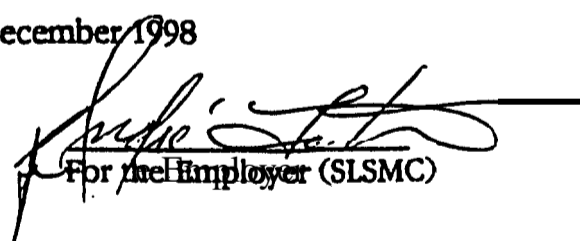
AND WHEREAS the parties, without prejudice to their respective positions and interpretations, are desirous of **settling** this **final** issue without resorting to arbitration;

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 21<sup>st</sup> day of December 1998

  
For the Union (CAW)

  
For the Employer (SLSMC)

## APPENDIX "K"

### 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

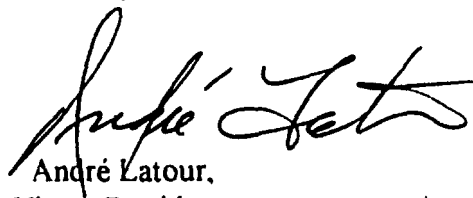
Dear Mr. Fane,

**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,

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

André Latour,  
Vice – President,  
Human Resources

AM

202 Pitt Street  
Cornwall, Ontario  
K6J 3P7

**APPENDIX "M"**

October 26, 2001

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

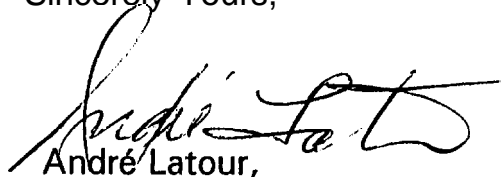
Dear Mr. Fane,

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

I refer to our discussions in the course of the 2001 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 2001-2003 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 28<sup>th</sup>**, 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

## APPENDIX "O"

October 20, 2001

Mr. Gary Fane ,  
Director, Transportation,  
Head Office CAW  
205 Placer Court  
North York Willowdale  
M2H 3H9

**Subject: Minute of Silence – Montreal Massacre**

Dear Mr Fane,

This is to confirm that each year at or about 1 1:00 A.M. on December 6<sup>th</sup>, one minute of silence will be observed on the work site, in memory of the women deceased in the shooting massacre at the **Institut Polytechnique** of Montreal.

Sincerely,



André Latour

Vice-President, Human Resources

## **APPENDIX "P"**

### **ABUSE OF SICK LEAVE**

During the 2001 negotiations with the O & M/C.H.Q. Groups, the Corporation advised the Union, that as of January 1, 2002, special attention would be brought to the problem of excessive absenteeism.

Where the Corporation believes there has been abuse, its representative will meet with the individual and his/her Union representative to correct the situation.

In cases where the absenteeism is suspicious, the Corporation will request the employee to produce a certificate from a qualified Medical Practitioner. The Union agrees that the Corporation has the right to request a Doctor's Certificate in cases where an employee has booked off sick in conjunction with his/her holidays, and in the case where time off had been refused and the employee booked off sick for the same period.

The Union is in agreement that sick time is to be used for legitimate illness and is not to be used as casual time off.

Finally, abuse of sick time can lead to discipline including dismissal.



October 20, 2001

Mr. Gary Fane ,  
Director, Transportation,  
Head Office CAW  
205 Placer Court  
North York Willowdale  
M2H 3H9

**Subject: Examination of a contracting -in process and conditions**

Dear Mr Fane,

During the 2001 collective bargaining sessions, the parties discussed the execution of capital projects by our forces, in the context of Article 16 of the collective agreement.

It is understood that the present process and conditions utilized in the **Maisonneuve** Region, to determine which capital projects could be done by our forces, will be utilized throughout the Seaway to involve our forces, while respecting Regional budgets.

We will work with the Union to modify the agreement with the government, to allow the charge of manpower costs to the Capital projects, without affecting Regional budgets. This will better allow the hiring of additional employees and the use of overtime for the execution of projects, while remaining competitive with outside contractors.

A meeting will take place within 90 days with the Managers and the Union representatives for the implementation and the communication of this process

Sincerely,



André Latour

Vice-President, Human Resources

Agreed   
Gary Fane, Director Transport, CAW

## APPENDIX "R"

### SKILLED TRADES RECOGNITION

A Journeyman in any of the designated Skilled Trades shall mean any person who has established the following:

- a) Has served a bona fide apprenticeship of four (4) years - (8000) hours - or of a different duration as determined by the province for recognition purposes and possesses proof of such Apprenticeship service, and has completed with success the associated courses and qualification examinations provided for through provincial legislation, or
- b) Holds a Journeyman card recognized and regulated by the province, or
- c) Provides ample proof of Journeyman status to the Corporation and to the Technical Trades Sub-Committee, for example a recognized C.A.W. Journeyman card in the trade in which he claims recognition.

Such Journeymen employed by the Corporation will be compensated at the rate established in the Pay Plan associated with the Joint Job Evaluation Plan.

Recognition into Skilled Trades status shall be restricted to persons:

- a) Who qualify as Journeyman under the provisions set forth in the immediately preceding paragraphs, or
- b) Who qualify for Journeyman status through any Apprenticeship Program which may be negotiated by the parties, or
- c) Who provide the documents proving their claim to Journeyman status both to the Corporation and the Technical Trades Sub-Committee.

**APPENDIX « S »**

202 Pitt Street  
Cornwall, Ontario  
K6J 3P7

October 20, 2001

File No. C-71 -8-2-3

Mr Gabe MacNally  
National Representative, CAW  
318 Ontario Street Unit 7-B  
St. Catharines, Ont L2R 5L8

**Re: Skilled Trades Allowance**

Dear Mr MacNally,

I refer to our discussions on the above matter during the 2001 Operational and Maintenance Group collective bargaining sessions.

A Skilled Trades allowance of \$250.00 per year will be paid to employees holding a Skilled Trades position identified on a list to be agreed to by the parties in March 2002 and taking effect from that year on.

Sincerely,

A handwritten signature in black ink, appearing to read "André Latour". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

André Latour  
Vice-President, Human Resources

**MEMORANDUM OF UNDERSTANDING**  
**Repairs from home through data link connections**

Whereas Operational and Maintenance Bargaining Unit employees are solicited at home to provide essential services through the use of workplace computers outside their normal working hours;

Whereas such services can be provided more effectively from home than by a return to the workplace;

**It is hereby understood and agreed between the St. Lawrence Seaway Management Corporation (hereunder referred to as the Corporation) and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (Operational and Maintenance Group – CAW, hereunder referred to as the Union)**

That a special overtime payment may be made to employees who proceed to repairs from home through the use of workplace computers accessed through a data link, in the case of an immediate and urgent operational requirement directly affecting customer service and generated by hard breakdowns or canal shutdowns;

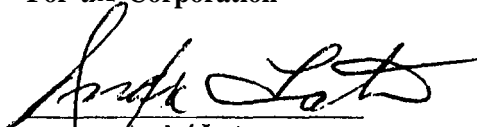
If the duration of such services is two hours or less, the employee shall be paid for the time worked at the applicable overtime rate or for two hours at his regular or acting rate, whichever is the greater amount. If the duration of such services exceeds two hours, than the employee shall be paid from the first hour at the applicable overtime rate, or for four hours at his regular or acting rate, whichever is the greater amount.

That the assistance explained above be recorded through the Corporation's logging methods, such as the LAN records, Computer logs, Quality Service Logs, ~~Incident~~ Accident reports;


That such calls be logged by the employee concerned to permit identification and follow-up on these type of calls.

Agreed to this *20* of *October* 2001

For the Corporation

  
André Latour  
Vice-president, Human Resources

For the Union

  
Gary Fane  
National Director, Transportation

**APPENDIX « U »**

202 Pitt Street  
Cornwall, Ontario  
K6J 3P7

October 3, 2001

File No. C-71-8-2-3

Mr Gabe MacNally  
National Representative, CAW  
318 Ontario Street Unit 7-B  
St. Catharines, Ont L2R 5L8

**Re: Provision of Service vehicles to employees on Standby**

Dear Mr MacNally,

I refer to our discussions on the above matter during the 2001 Operational and Maintenance Group collective bargaining sessions.

For efficiency purposes, the Corporation intends during the life of the new agreement to continue the current practice of supplying Service vehicles to employees on standby, to be used strictly when responding to Service calls and performing work for the Corporation.

Sincerely,



André Latour  
Vice-President, Human Resources



The St. Lawrence  
Seaway Management  
Corporation

Corporation de Gestion  
de la Voie Maritime  
du Saint-Laurent

**APPENDIX « V »**

202 Pitt Street  
Cornwall, Ontario  
K6J 3P7  
Telephone: (613) 932-5170 ext. 3213  
Fax No.: (613) 932-3041

June 19<sup>th</sup>, 2001

Mr. Vince Hearn Chairperson CAW Local 4212 & Local 4324 P.O. Box 370 St. Catharines, Ontario L2R 6V8	M. Stephen O'Brien Chairperson Local 4320  9200 Marie Victorin Brossard, Que J4X 1A3	Mr. D. Lee President, Local 4323 CAW Iroquois Lock Iroquois, Ont. K0E 1K0
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**Re: Change of titles - Service persons  
Changements de titre - Personnes de service**

Gentlemen,  
Messieurs,

Here are the new titles arrived at:  
Voici le résultat de la recherche de nouveaux titres:

NEW TITLE	NOUVEAU TITRE	OLD/ANCIEN
Canal Structures Operator (Trainee) 04	Éclusier stagiaire 04	SP04/PS04/Shift/Relais
Canal Structures Operator (Trainee) 07	Éclusier stagiaire 07	SP07/PS07/Shift/Relais
Civil Maintainer	Préposé à l'entretien civil	SP07 (Day) PS07 (Jour)
Canal Structures Operator ,	Éclusier	SP09 / PS09
Canal Structures Operator (Electrical Maintenance)	Eclusier (Entretien Électrique)	SP11 (Electrical) 11 PS11 (Electrique) 11
Canal Structures Operator (Mechanical Maintenance)	Eclusier (Entretien Mécanique)	SP11 (Mechanical) 11 PS11 (Mécanique) 11

Canada

Thank you for your consultation efforts, which resulted in this change of titles for employees holding Service person positions.

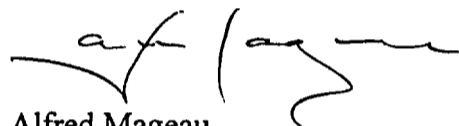
**Merci d'avoir participé à cet effort de consultation, qui a produit ce changement de titre pour les employés occupant les postes de personnes de service.**

As understood, this change in job titles does not in itself modify or prejudice for either party in any way the concept of Service teams and the job descriptions of Service Persons whose job title is being changed, be it in the employer's management of the work place , in the application of the collective agreement, of memoranda of agreement or of settlement, or in discussions between the parties to make changes.

**Tel que convenu, ce changement de titres en soi ne porte aucunement préjudice aux parties et n'apporte d'aucune façon des modifications au concept des équipes de service et aux descriptions de tâches des personnes de service dont le titre d'emploi change ainsi, que ce soit dans la gestion par l'employeur du milieu de travail, dans l'application de la convention collective, des mémoires d'entente ou de règlement, ou dans les discussions entre les parties sur des changements.**

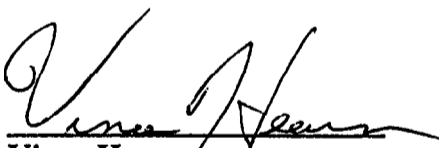
Please indicate your agreement to this change of titles by signing below, to which the Corporation concurs.  
**Veillez indiquer votre accord sur ce changement de titres, qui est acceptable à la Corporation.**

My regards.




**Alfred Mageau**  
Manager, Human Resources Services  
Head Office

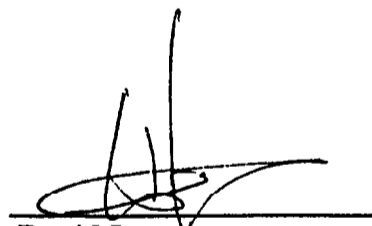
**Agreed:**



**Vince Hearn**



**Stephen O'Brien**



**David Lee**

## APPENDIX "W"

### MEMORANDA OF AGREEMENT

This list covers most of the general Memoranda of Agreements and is not meant to cover all existing Agreements:

1. Letters of agreement on a Universal Classification Plan and Procedures
2. Agreement to enter into a Private Pension Plan upon commercialisation with benefits comparable to PSSA Plan
3. Memorandum of Agreement - Bilingual Bonus
4. Memorandum of Agreement on the Twelve Hour Shift Schedule
5. Memorandum of Agreement on the use of Part time employees
6. Letter of Agreement on the conditions of administering Union sponsored LTD Plans (also applies to the Cornwall Headquarters Group) Appendix "E"
7. Summary on Long Term Disability Provisions (Ref. Article 25.5)
8. Memorandum of Settlement of a grievance granting rate protection to incumbents of the Service Person (Transition) position to 1999
9. Memorandum of Settlement on the implementation of Service Teams, rate protection and overtime rotation, with Service Team Work Practices Handbook referred to
10. Memorandum of Agreement - Team Leaders
11. Memorandum of Agreement on special schedules and conditions for the Floating Crane "Hercules" and other floating equipment (Maisonneuve)
12. Conditions of Transfer – Former members of the Public Service Alliance of Canada
13. Use of Flex Part time employees and Movement of employees - Maisonneuve Region
14. Movement of permanent Operations employees - Niagara Region
15. Summary of Health Care coverage for Pensioners (Ref. Article 27.2)