

COLLECTIVE AGREEMENT

BETWEEN

THE ST. LAWRENCE SEAWAY MANAGEMENT CORPORATION

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JAN 27 2009

AND

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

ENTERED

SUPERVISORY GROUP

April 1, 2008 – March 31, 2011

Signed December 3, 2008

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Between:

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

and

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (SUPERVISORY EMPLOYEES) hereinafter referred to as "The Union".

GENERAL

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

ARTICLE 1

Purpose of Agreement

The purpose of this Agreement is to ensure a maximum of harmony in the conduct of labour relations between the Corporation and the Union, to provide for uniform interpretation and application in the administration of the terms and conditions of work as set out by this Agreement, to ensure fair and equitable treatment of employees.

ARTICLE 2

Definitions

- 2.1 ASSIGNMENT - the function to which an employee of the Corporation has been appointed with reference to the time, the location and the position.
- 2.2 CONTINUOUS EMPLOYMENT - as of January 1, 1988, unless otherwise specified in this Agreement, means continuous employment in the previous St. Lawrence Seaway Authority and in the Corporation.
- 2.3 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.
- 2.4 EMPLOYEES COVERED BY THIS AGREEMENT - present and future employees of the Corporation in classifications covered by the Canada Labour Relations Board certificate, issued May 2, 1974, and amendments thereof.
- 2.5 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.

- 2.6 LOCAL AREA - two local areas are covered by this Agreement: Maisonneuve Region which includes the South Shore Canal, The Beauharnois Canal and Iroquois Canal and the Niagara Region which includes the Welland Canal.
- 2.7 MONTH - unless otherwise indicated herein, means the period between similar dates in consecutive calendar months.
- 2.8 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.
- 2.9 OVERTIME - There are four types of overtime covered by this Agreement:
- i) scheduled with eight (8) hours or more of notice with the consequence of being paid from the time the employee is requested to commence the assigned work and not being paid for travel;
 - ii) scheduled with less than (8) hours of notice and not continuous with the employee's regularly assigned hours with the consequence of being paid from the time the employee is requested to commence the assigned work and being paid one (1) hour at the employee's regular rate for travel at the end of the assigned work;
 - iii) scheduled with less than (8) hours of notice and continuous with the employee's regularly assigned hours with the consequence of being paid from the time the employee is requested to commence the assigned overtime work and not being paid for travel and;
 - iv) a call out with no notice with the consequence of being paid from the time of the call (but must report to work within one (1) hour of the call) and being paid one (1) hour at the employee's regular rate for travel at the end of the assigned work unless the call out is continuous with the beginning of the employee's regularly assigned hours.
- 2.10 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.
- 2.11 SALARIED POSITION – Shall mean a position not falling within the scope of any bargaining unit.
- 2.12 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.
- 2.13 YEAR - the calendar year

ARTICLE 3

Recognition

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

ARTICLE 4

Union Business

- 4.1 Necessary leave of absence without pay may be granted to employees covered by this Agreement for the purpose of attending seminars or conventions of the Union and may also be granted to such employees as are elected or appointed to positions in the employ of the Union, but leave under this Article must be expressly approved by the Corporation and such approval will not be unreasonably withheld.
- 4.2 Necessary leave of absence without pay will be granted to employees for the purpose of collective bargaining. However, four (4) members of the collective bargaining team shall be paid for such leave at their regular or acting rate for each day of collective bargaining meetings between the parties, including time necessary for travel. However, the Corporation shall only be required to pay up to ten thousand (\$10,000) dollars for such leave. Any cost in excess of said amount shall be billed back to the Union. Leave under this Article must be expressly approved by the Corporation but such approval shall not be unreasonably withheld. The Corporation shall also reimburse travel expenses for the four (4) members.
- 4.3 At points or in offices, etcetera, where bulletin boards, electronic or otherwise, 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 purpose of advising members of upcoming meetings, transmitting official notices from the National Office or Local representatives, on subjects other than those normally treated through the grievance and negotiation processes, and including minutes of Union meetings. Union officials shall also be allowed the use of e-mail, voice mail, intranet and any other means of electronic or written communications necessary to communicate with the membership, provided that said use is governed by the Corporation's policies and copies of all written communication are provided to the Regional Human Resources personnel.
- 4.4 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 Official Languages and the text of the Agreements will be published on the Intranet.

- 4.5 Along with the National Representative of the Union, the Union agrees that two (2) employees be elected, so that both of the Regions are represented, so that these three individuals are solely authorized to transact business with the Corporation on behalf of the Union. The Union will provide the Corporation with the names of these two individuals. The Union further agrees that any agreement reached by the Corporation with either of the elected representatives and the National Representative shall only be binding on the Region from which the representative was elected. For the agreement to be binding on both Regions, all three (3) individuals must enter into the agreement.
- 4.6 Upon written request by the Union, the Corporation agrees to provide the Union with any information it requires to represent the members. Where a waiver is required by law the Union agrees to obtain it from the member(s) and provide it to the Corporation.

ARTICLE 5

Check-off Union Dues

- 5.1 The Corporation shall, subject to the conditions and exceptions set forth hereunder, deduct on the payroll for the first pay period of each month from wages due and payable to each employee coming within the scope of this Collective Agreement, an amount equal to the prevailing monthly dues of the Union and shall remit the same by cheque (accompanied by a statement of deductions from individuals) to the Union Local Secretary-Treasurer, not later than twenty (20) days following the pay period in which the deductions are made.
- 5.2 The amount to be deducted shall be equivalent to the prevailing regular dues payment to the Union and shall not include initiation fees or special assessments. 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 monthly dues.
- 5.3 Deductions shall commence on the payroll for 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.
- 5.4 If the wages of an employee payable on the payroll for the first pay period of any month 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 month. 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 in an earlier month.
- 5.5 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 Plans shall be made from wages prior to the deduction of dues.

- 5.6 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.
- 5.7 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 5.1, both parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if, at the request of the Union, counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Corporation from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

ARTICLE 6

Safety and Health

- 6.1 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.
- 6.2 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 Manager/Immediate Supervisor as far in advance as possible and approval shall not be unreasonably withheld.
- 6.3 The Corporation will supply 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.
- 6.4 Employees required to wear safety footwear because they hold positions designated in the Corporation's Safety Footwear Policy shall be paid an amount of \$150 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.
- 6.5 The joint policy on Discrimination/Harassment in the workplace, as appended to this Collective Agreement, applies to all employees covered by this Agreement.

ARTICLE 7

Union Management Consultation Committee

- 7.1 Recognizing the community of interest in the efficient operation of the Seaway and believing that the basis of good industrial relations rests upon satisfactory cooperation, the Corporation and the Union agree to work together in the operation of Union Management Consultation Committees for each of the Maisonneuve and Niagara Regions.
- 7.2 The Corporate Union Management Consultation Committee shall be composed of four **(4)** representatives appointed by the Corporation and four **(4)** representatives appointed by the Union (with two (2) being the representatives referenced in Article 4.5). Chairpersonship shall alternate between a Corporation representative and a Union representative as decided by the Committee.
- 7.3 The Committee shall meet at the call of one of the Chairpersons, to discuss matters of common interest such as the application and meaning of directives or instructions, ways and means of improving working conditions, methods and procedures and maintaining good morale.

ARTICLE 8

Grievance Procedure

- 8.1 Employees are encouraged to discuss all problematic situations with their 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 or in his absence, his designate within thirty (30) days of the date of the alleged incident, by not more than two (2) Union representatives, which may include the employee concerned, and the Manager or in his absence, his designate shall render his decision within five (5) days, and communicate it to the designated Grievance Officer unless the grievance has been presented by the employee alone.

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 with the Regional Vice-president or, in his absence, his designate, who shall render his decision within fifteen (15) days.

- 8.2 If the Union and the Corporation are unable to agree to the adjustment of any grievance either party may, in writing, within sixty (60) calendar days, refer the grievance to an Arbitrator. Should neither party choose to refer the grievance within the time period herein, the grievance shall be deemed to have been abandoned.

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

If Mr. Picher or Mr. Weatherill 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.

- 8.4 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.
- 8.5 The costs of the Arbitrator shall be borne equally between the parties to this Agreement.
- 8.6 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.
- 8.7 The Corporation and/or the Union may request the Arbitrator to act as a Mediator-Arbitrator. This process would allow the Mediator to assist in resolving the dispute before arbitration if a mutual agreement can be reached between the Corporation and the Union.
- 8.8 Before an arbitration takes place, both parties will meet for discovery to ensure disclosure of information pertinent to the case and to avoid surprises during the arbitration process. Documents not disclosed before the arbitration takes place shall not be admitted into evidence during the arbitration process with the exception of jurisprudence, documents of precedence, and any documents that are felt necessary by one or the other party for the completion of the evidence as a result of testimony rendered during the arbitration process.
- 8.9 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.
- 8.10 Upon application, a Union Committee of not more than two (2) employees shall be granted necessary leave of absence with pay for the investigation and presentation of complaints or grievances.

ARTICLE 9

Seniority

- 9.1 An employee coming from outside the bargaining unit appointed to a position covered by this Agreement shall only have seniority from the date of his appointment to such a position except that after three (3) consecutive years in the group he shall be afforded a seniority date coinciding with his first date of employment with the Corporation or its predecessor. The names of employees who do not complete three (3) consecutive years of service in this group shall be removed from the Seniority List.
- 9.2 Separate seniority lists will be maintained as agreed between the parties. Except as otherwise provided, seniority rights can only be exercised within the group with which an employee is listed. Employees within this bargaining unit shall retain their seniority when transferring between local areas.
- 9.3 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.
- 9.4 Protests in regard to seniority status must be submitted in writing 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 an employee which has appeared on two (2) consecutive annual seniority lists unless it has been duly protested.
- 9.5 The name of an employee who has been promoted from a position covered by this Agreement to a salaried position with the Corporation, shall be continued on the seniority list of the group from which promoted for a period of one (1) year from the date of start of the new duties. Such employees, when released from salaried employment, may, within thirty (30) days of such release, exercise their seniority rights to any position which he is qualified to fill and which is not higher rated than the classification from which he was promoted, provided that he will be deemed to be qualified to return to his former position which may have been changed during his absence unless he fails to establish the fact during a thirty (30) day trial.
- Failing to exercise his seniority in this manner, it shall be forfeited and his name shall be dropped from the seniority list.
- 9.6 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.
- 9.7 The name of an employee who is on approved leave shall be continued on the seniority list.

ARTICLE 10

Probation

- 10.1 Notwithstanding anything in this Agreement, an employee commencing service with the Corporation, shall be required to serve a cumulative probation period of twelve (12) months worked. The Corporation reserves the right to release a probationary employee if he is found to be unsuitable.

In the event of release, the Local Chairperson will be supplied with reasons by the Human Resources Services Representative within one week of the notice of release.

A grievance by the Union may be lodged directly to the Corporation at Step 2 within thirty (30) days of receipt of the reasons thereof. The Corporation will render a decision within thirty (30) days, following, which Article 8.2 may apply.

- 10.2 An employee who originates from another Bargaining Unit, from a Salaried position or from another position of this bargaining unit, shall be required to serve a trial period of six (6) cumulative months worked in the position assigned to. The Corporation reserves the right to return such an employee to his previous position if he is found to be unsuitable. If the employee wishes to return to his previous position, the employee will have the right to do so, during the first 60 days of the trial period.

Where an employee is returned to his former position, the Local Chairperson will be supplied with reasons in writing by the Human Resources Services Officer, at the employee's written request.

A grievance by the Union may be lodged directly to the Corporation at Step 2 within thirty (30) days of receipt of the reasons thereof. The Corporation will render a decision within thirty (30) days, following which Article 8.2 or Article 8.7 may apply.

ARTICLE 11

Contracting-out

Work normally performed by employees in the Supervisory Bargaining Unit shall not be contracted out or assigned to Seaway personnel outside the Unit if this would result in the reduction of salary or the lay-off of employees in the Unit.

ARTICLE 12

Bulletining and Filling Positions

- 12.1 Permanent positions and positions temporarily vacated for an anticipated period of more than twenty-five (25) days which require to be filled shall be bulletined.

12.2 The Corporation shall select the candidate it considers the best qualified for appointment to a bulletined position. Subject to this overriding factor, applications of employees in the Bargaining Unit (in order of their seniority) shall be given preference before applications from outside the Unit are considered, for all positions certified within the Unit, including those of a same hierarchical level as that of the candidate. Should the senior applicant not be selected, a Selection Board representative shall, five (5) days prior to announcing an appointment, provides the Local Chairperson with the reason of selection of another candidate. Should the Union disagree with a selection, it may initiate a grievance at Step 2 of the grievance procedure.

To ensure as consistent a selection process as possible, the Corporation will maintain comparable selection systems for a given occupation in both Regions.

12.3 When a newly created position has been bulletined as temporary, it will be re-bulletined as permanent after ten (10) months, or when it is known that it will last for more than ten (10) months.

12.4 At the expiration of a temporary assignment, an employee shall be returned to his former position.

12.5 When a permanent vacant position is to be abolished within the Bargaining Unit, the Corporation will provide written notice to the Local Chairperson with the reasons for doing so twenty-five (25) days prior to the abolishment.

12.6 Employees returning from vacation or short term sick leave may make application for positions bulletined during their absence provided a successful candidate has not yet been chosen. A file of these bulletins shall be made available to the employees upon request.

ARTICLE 13

Regular Employment

13.1 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 six (6) months, 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.

13.2 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 14

Career Development

The parties to this Agreement share a desire to improve professional standards by giving employees the opportunity of participating in various on-the-job training and development courses and programs. Associated expenses are defrayed as per the Corporation's Employee Learning and Development Policy.

ARTICLE 15

Staff Reduction and Recall to Service

- 15.1 When reducing forces, senior qualified employees will be retained in employment.
- 15.2 When a permanent position is to be abolished, the incumbent *of* the position shall be given three (3) months' written notice prior to the abolishment, and a copy of this notice shall be furnished to the President of the Local concerned with the reasons for the abolition *of* the position.
- 15.3 When a temporary position is to be abolished, the incumbent *of* the position shall be given ten (10) days' written notice prior to the abolishment, and a copy of this notice shall be furnished to the President *of* the Local concerned.
- 15.4 When positions other than temporary positions are abolished, employees with three (3) years' or more seniority shall be retained in the employment of the Corporation, provided:
- a) Employees may be assigned to any Corporation positions either in or outside their local area, without bulletining the positions.
 - b) Employees may be returned to their former positions from training positions.
 - c) Employees assigned to positions outside their local area will be entitled to removal expenses in accordance with the Corporation's Relocation Expenses Policy.
 - d) Employees assigned under (a) to lower classifications shall retain their salaries, but they will receive subsequent general increases in the form of a lump sum without affecting their salaries until these fall within the range of the positions to which they have been assigned.
 - e) Employees who occupy lower classifications under the terms of (a) shall be deemed to bid on future bulletined positions.
 - f) Employees with five (5) years' seniority may decline an assignment outside their local area, and they then may be assigned to any position of the Corporation in their local area, without bulletining the positions. Employees with less than five (5) years seniority may decline an assignment outside their local area, electing to displace a junior employee in accordance with Article 15.5 without retaining their salaries.

- g) The provisions of this article shall apply to employees displaced in accordance with f) provided they have the stipulated years of seniority, except that a period of fifteen days will be allotted for the Corporation's notice of reassignment, and a subsequent fifteen days will be provided for the employee's response indicating his acceptance of the reassignment or the exercise of displacement rights.
- 15.5 a) An employee whose position is abolished, shall, if qualified, be entitled to exercise his seniority rights provided he makes his choice within thirty (30) days of the commencement of the three (3) months abolishment notice, either:
- i) to displace a junior employee in any classification carrying the same rate of pay as the position abolished; or
 - ii) to displace a junior employee in a lower-rated classification.
- b) An employee who is displaced, shall, if qualified, be entitled to exercise his seniority rights provided he makes his choice within twenty (20) days following written notice of displacement, either:
- i) to displace a junior employee in any classification carrying the same rate of pay as the position from which displaced; or
 - ii) to displace a junior employee in a lower rated position.
- 15.6 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.
- 15.7 A laid-off employee shall, if qualified, be returned to employment in order of his seniority when staff is increased, and when vacancies occur.
- 15.8 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 ten (10) 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 the position is temporary.
- 15.9 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.
- 15.10 The provisions of the Canada Labour Code shall apply in the case of a technological change as contemplated in Section 149 of the Code.
- 15.11 The provisions of Articles 15.1, 15.4 and 15.5 shall not apply to employees who are Engineers recruited from the exterior specifically, either to hold a position created for Term Special Engineering Projects, or to temporarily replace an employee assigned to such projects from the existing engineering establishment, unless they possess ten (10) years' seniority or have been appointed to a permanent position under Article 12.2 of the Collective Agreement.

However, these Engineers may exercise their seniority rights under Article 15.5 to displace Engineers with less seniority holding term assignments as described above.

ARTICLE 16

Accommodation

The Corporation and the Union agree to abide by the Corporation's Accommodation in the Workplace Policy, which is dated October 1, 2004, as amended from time to time, in consultation with the Union.

ARTICLE 17

Hours of Work and Meal Periods

- 17.1 Except as provided hereunder for shift workers and office employees, eight (8) consecutive hours of work, exclusive of meal period, shall constitute a day's work, Monday to Friday inclusive.
- 17.2 For shift workers, 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 "B" hereof.

The normal hours for shift workers shall be as follows:

1st shift: 12:00 midnight to 8:00 a.m.
2nd shift: 8:00 a.m. to 4:00 p.m.
3rd shift: 4:00 p.m. to 12:00 midnight

- 17.3 Seven and one-half (7-1/2) consecutive hours of work, exclusive of meal period, shall constitute a day's work, Monday to Friday inclusive, for office employees.
- 17.4 Normal hours of work, other than for shift workers, shall be established locally. Deviations from normal hours shall be agreed upon by the Corporation and the Local Chairperson.
- 17.5 From date of signature, employees assigned to shift work shall be paid a premium of eighty (\$0.80) cents per hours worked on the third shift (16:00 to midnight), and a premium of one (\$1.00) dollar 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).
- 17.6 Shift workers shall, without deduction of pay, be allowed thirty (30) consecutive minutes in which to eat.
- 17.7 On overtime work, an employee shall be reimbursed the cost of necessary meals, in accordance with the Corporation's Travel Policy.
- 17.8 Employees working in shift positions may from time to time request to exchange shifts on a temporary basis with other qualified co-workers. Such request shall be provided in writing to their immediate supervisor providing as much notice as possible. The immediate supervisor shall approve at his/her discretion and respond in writing. Such requests shall not be unreasonably denied.

ARTICLE 18

Overtime and Call-outs

- 18.1 Insofar as possible, overtime shall be rotated. However, an employee may decline an overtime assignment where other qualified employees are available and willing to work, provided that the junior qualified employee available shall be compelled to take the assignment.
- 18.2 Employees required to work in excess of the normal hours provided under Article 17, 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.
- 18.3 Employees required to work on their scheduled first day of rest, shall be paid for such work at one and one-half (1-1/2) times their regular or acting rate.
- 18.4 Employees required to work on their scheduled second consecutive day of rest shall be paid for such work at double their regular or acting rate.
- 18.5 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.
- 18.6 However, employees who are called and provide services from home, under the following circumstances, shall be paid for their services a minimum of two (2) hours at the employee's regular or acting rate, if the duration of such services is two (2) hours or less:
- Employees undertaking repairs 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;
 - Employees who carry out repairs on equipment essential to continuing navigation, by giving specific instructions by telephone to a worker present at the workplace, or by accessing said equipment through a data connection;
 - Employees essential to the immediate correction of an urgent situation where the safety/security of Seaway installations is in jeopardy and give instructions from home which result in the removal of the hazard or risk to Seaway installations immediately at the time of call;
 - Employees called at home for the timely provision of customer service related to Ship navigation and safety, except in the case of Ship Inspectors during those periods outside normal working hours where these Inspectors have an agreement that they provide such services without compensation additional to their regular pay.

If the duration of such services exceeds two hours, then the employee shall be paid from the first hour at the applicable overtime rate or for four (4) hours at his regular or acting rate, whichever is the greater amount.

All calls listed above shall be recorded through the Corporation logging methods, and by the employee concerned and presented as a separate item for payment.

- 18.7 Regular working hours of an employee shall not be suspended for the purpose of avoiding overtime.
- 18.8 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.
- 18.9 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 04:30 a.m.;
 - Subject to the above, a rest period applies if the employee performed work for a period of at least four (4) 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 (4) consecutive hours which began before 04:30 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.

- 18.10 Employees required to stand by for a call to work shall be paid for one-sixth (1/6) of an hour for each hour of standby at their regular or acting rate or at the rate of the position for which they are standing-by, whichever is greater. Normal periods of standby shall be as follows:
- Ordinary weekend: standby from 16:30 Friday until 08:00 Monday;
 - Paid Holidays during the week: standby from 16:30 the previous day until 08:00 the following day;
 - Paid Holiday falling on Monday: standby from 16:30 the previous Friday until 08:00 on Tuesday;
 - Paid Holiday falling on Friday: standby from 16:30 Thursday until 08:00 Monday.

Employees who do not qualify for Compensatory Leave may opt to substitute stand-by pay for Annual Leave up to a maximum of three (3) days Per year (five (5) days Per year in the case of Ship Inspectors).

- 18.11 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.
- 18.12 When an overtime shift has to be worked, the following order of assignment shall be adhered to:
- a) Offgoing employee in the same classification in the same Section.
 - b) Oncoming employee in the same classification in the same Section.
 - c) An employee in the same classification in the same Section who is on a day of rest.
 - d) Another qualified employee.
- 18.13 Employees required to perform work on an overtime basis may opt to substitute such hours of overtime, calculated at the applicable premium rate, for up to five (5) days of time off in lieu per year.

If these additional days of time off in lieu of are not liquidated by the end of the fiscal year the overtime shall be paid out within a month of the fiscal year end.

ARTICLE 19

Paid Holidays

- 19.1 All employees shall be paid at their regular or acting rate for the following holidays:

New Year's Day
Third Monday of February
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. Non-shift workers may elect to work the third Monday of February, Easter Monday, as well as Remembrance Day, at straight time, and to convert the entitlement into an Annual Leave credit for each of these holidays worked.

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.

- 19.2 Employees, other than operational shift workers 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 the regular or acting rate with a minimum of four (4) hours at double time.
- 19.3 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 the working day following the holiday, shall be paid for the holiday.
- 19.4 Operational shift workers 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 18, and they shall receive two (2) days leave to be taken during the non-navigation season for each such holiday. The employee may elect to be paid eight (8) hours at double time in lieu of the two (2) day's leave.

ARTICLE 20

Annual leave

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

<u>Years of Continuous Service</u>	<u>Leave Entitlement for Each Completed Month of Continuous Service</u>
1st to 10th year	1-1/4 days per month
11th to 19th year	1-2/3 days per month
20th to 29th year	2-1/12 days per month
30th year and upwards	2-1/2 days per month

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

- 20.2 An employee retiring on account of age or disability shall be granted full Annual leave in that year.
- 20.3 An employee separated from the service of the Corporation in any way other than that provided in Article 20.2 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.

- 20.4 Employees may carry over to the next calendar year ten (10) days or one-half (1/2) of the current year's Annual leave entitlement, whichever is the greater. Any extension will require the approval of the Corporation. Any earned Annual leave in excess of the foregoing will be transferred to Sick Leave credits.
- 20.5 Employees shall receive a vacation bonus in each year of \$50.00 per week of vacation entitlement (excluding furlough and special leave credits transferred to Annual leave) 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.
- 20.6 Salary 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, or if he is on acting rate as a result of a bulletined assignment.
- 20.7 Scheduled Annual leave shall only be cancelled for unforeseen circumstances. Prior cancellation of approved Annual leave will entitle the employee affected to reimbursement of any loss occasioned by the cancellation.
- 20.8 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.
- 20.9 Employees covered by this Agreement shall be advised in January of each year of their balance of Annual leave credits.

ARTICLE 21

Sick Leave

- 21.1 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.
- 21.2 Unused Sick Leave shall accumulate throughout an employee's employment with the Corporation.
- 21.3 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 five continuous days (three continuous modified days).
- b) Any absence in excess of five continuous days (three 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.
- 21.4 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 year's Sick Leave accumulation.
- 21.5 Sick Leave may be substituted for Annual leave where it can be established by the employee that an illness occurred while on Annual leave.

- 21.6 Employees covered by this Agreement shall be advised in January of each year of their balance of Sick Leave credits.
- 21.7 Once an employee earns in excess of eighty-nine (89) Sick Leave credits, the unused Sick Leave credits earned in the previous year may be compensated at the employee's option, at 75% of his regular rate of pay. Once an employee opts to receive compensation in this manner, he shall forfeit all rights to the option of severance pay based on years of service under Article 29 of the Collective Agreement.

ARTICLE 22

Personal Leave

- 22.1 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 a half (1/2) day, one (1) day or one (1) modified day 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.
- 22.2 An employee retiring on account of age or disability shall be granted or paid for full Personal Leave in that year.
- 22.3 An employee separated from the service of the Corporation in any way other than that provided in Article 22.2 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.
- 22.4 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 consecutive working 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 consecutive working 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. When special circumstances arise from the death in the family, an employee may request to defer one of the work days to which he is entitled for “associated related bereavement purposes.”

- 22.5 Employees, other than those on leave without pay or under suspension, will be granted leave of absence with pay to cover jury service without deduction from Personal Leave.
- 22.6 The Corporation will provide unpaid emergency family leave up to ten (10) days per year.
- 22.7 The Corporation shall recognize compassionate leave as per the Canada Labour Code.

ARTICLE 23

Health and Welfare

- 23.1 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)*.

The insurance will pay double indemnity for accidental death and will include a \$7,000 benefit upon the death of a dependent. The benefit 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.

- 23.2 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, being the Provincial Dental Association (PDA) of the previous year applying to the start of each calendar year of this collective agreement.
 - b) premiums for major medical coverage as agreed between the parties.
- 23.3 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.
- 23.4 The Corporation will provide a Long Term Disability Plan and pay the cost.

- 23.5 Upon request by either party, a joint consultative committee composed equally of Corporation and Union representatives shall meet to review health and welfare coverage.

ARTICLE 24

Classification and Pay

- 24.1 Employees covered by this Agreement shall be assigned to positions classified in one of the classification levels set out in APPENDIX "A".
- 24.2 The Job Evaluation Plan and classification levels in effect at the date of signing of this Agreement shall remain in effect.
- 24.3 Where a new position is created or a position is substantially changed or modified, the classification level shall be established in accordance with the Job Evaluation Plan. An employee in a position whose classification level is adjusted downward shall retain his salary and his right to general increases.
- 24.4 Subject to Article 24.8, employees on temporary assignments shall receive a salary appropriate to the position.
- 24.5 Employees shall be paid every second Thursday; if a pay day should coincide with a Paid Holiday, the employee shall be paid on the preceding day. Where direct bank deposit applies, the deposits will be made no later than the opening of banking hours on the pay day described above; a pay slip detailing earnings and deductions will be remitted to the employee every pay day.

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

- 24.6 Progression in a salary range will be based on an employee's performance. Reviews of performance will be conducted quarterly from the date of assignment and increments will be granted commencing the pay period immediately following the date of semi-annual reviews.

As a general rule, salary progression will follow the normal application of increments every six (6) months according to the standard performance evaluation category results (superior - six (6) increments, competent – four (4) increments, needs improvement – two (2) increments, or unacceptable – zero (0) increments).

- 24.7 Following the review meeting, the employee shall be given the opportunity to read any formal written review of his performance and to sign this document to indicate that its contents have been read and understood. A copy will be given to the employee and the performance document will indicate where applicable the number of increments being awarded to the employee.

24.8 Except for trainees, employees selected in accordance with Article 12.2 and assigned to duties of a greater responsibility in a higher classified position shall receive a salary at least 6% above their regular rate, which includes their protected rate, provided this is within the range of the higher classification, while so employed. Except for trainees, employees temporarily assigned in writing without bulletining to duties of a greater responsibility for one (1) day or more, at a higher classified position shall receive a salary 6% above their regular rate, not to exceed the range maximum of the higher classification, while so employed unless they are entitled to a rate of pay previously granted when selected in accordance with Article 12.2. Employees required to work at a lower classified position shall not have their salary reduced.

The starting rate of an employee who works under a Trainee status would be the result of the above calculation minus the number of increments at the "Competent" level, which corresponds to the projected duration of the program (i.e. four (4) increments per six (6) months). However, the starting rate shall not be lower than 10% of the minimum of the salary scale of the position the employee is training for, nor lower than the employee's former salary. Salary progression during the Trainee Program would then follow the normal application of increments every six (6) months according to the standard performance evaluation category results (Superior- six increments, competent – (4) four increments, needs improvement – two (2) increments, or unacceptable - zero increments)

In selections/assignments where the Corporation establishes a Trainee rate on a Training Program less than 6% above the regular rate for a bulletined or non bulletined assignment, or below the range of the higher classification for a bulletined assignment, the employee shall be advised of this in writing and will be required before his nomination to confirm in writing his acceptance of the Trainee conditions.

Nominations will indicate clearly that the candidate was selected on a Trainee basis, and the Union will be advised accordingly.

ARTICLE 25

Travel Expenses

- 25.1 Employees covered by this Agreement who are required to be absent from their headquarters area on Corporation business shall be reimbursed for all reasonable expenses incurred during their absence as per Corporation Policy.
- 25.2 For the purpose of Article 25.1, headquarters area is defined as an area within fifteen (15) kilometres from the location where the employee normally reports to work.
- 25.3 When an employee is required to travel on Corporation business beyond his headquarters area other than during his regular hours of work, he shall be paid while in transit one and one-half (1-1/2) times his regular rate up to a maximum of five (5) hours each way.

ARTICLE 26

Kilometrage Allowance

- 26.1 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 own automobile for work-related travel on a regular or casual basis, 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. In no case shall a kilometrage allowance be payable in respect to any journey for which a Corporation-owned vehicle was available.

ARTICLE 27

Memberships

Annual fees for a membership in a provincially recognized 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 28

Discipline and Discharge

- 28.1 Employees covered by this Agreement will not be disciplined or discharged until the charges against them have been investigated or 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.
- 28.2 An employee's Manager may 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 three (3) days notice in writing of the purpose of the meeting.
- 28.3 An employee's Manager may give written reprimands but suspension or dismissal may only be imposed after the hearing of a charge by a Regional Vice-president or, in his absence, his designate. Unless a meeting, as outlined in Article 28.2 has already been held, an employee may elect for such a meeting before a written reprimand is placed on his service record.

- 28.4 A charged employee may be held out of service by his Manager for a period not to exceed three (3) days, pending investigation by the Regional Vice-president or, in his absence, his designate and the officer ordering the holding out of service must immediately advise the employee in writing of the charge or charges against him.
- 28.5 Charges referred to the Regional Vice-president, or in his absence, his designate, 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.
- 28.6 The Regional Vice-president or his designate 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 disciplinary measures, he shall, within five (5) days of the hearing, notify the charged employee and where the employee has chosen to be represented, the Local Chairman and President, in writing, of the decision and of the employee's right to appeal.
- 28.7 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.
- 28.8 An employee's service record shall be cleared of all disciplinary actions, notes, letters and correspondence after eighteen (18) months of the most recent disciplinary action.
- 28.9 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.
- 28.10 The Corporation agrees not to introduce as evidence in a hearing relating to disciplinary action any document, the existence of which the employee was not aware.

ARTICLE 29

Retirement and Separation Gratuities

- 29.1 The provisions of the existing SLSMC Private Pension Plan remain in effect. Employees will be provided with an annual statement of pension status as required by the Pension Benefits Standards Act.
- 29.2 The features of the Post Retirement Health Benefit Program, introduced with the SLSMC Private Pension Plan shall remain in effect and continue to cover those future retirees of the Private Pension Plan who have not left pensionable service within the PSSA.

LAY-OFF

- 29.3 An employee who has one year or more of continuous employment and who is laid off is entitled to be paid Severance Pay at the time of lay-off.

- 29.4 In the case of an employee who is laid off for the first time the amount of Severance Pay shall be two (2) weeks' pay for the first and one (1) week's pay for each succeeding completed year of continuous employment, less any period of service in respect of which he was granted Severance Pay by the Corporation, but the total amount of Severance Pay which may be paid under this Clause shall not exceed twenty-eight (28) weeks' pay.
- 29.5 In the case of an employee who is laid off for a second or subsequent time, the amount of Severance Pay shall be one (1) week's pay for each completed year of continuous employment, less any period of service in respect of which he was granted Severance Pay by the Corporation, but the total amount of Severance Pay which may be paid under this Clause shall not exceed twenty-seven (27) weeks' pay.
- 29.6 In no case shall the total amount of Severance Pay exceed twenty-eight (28) weeks' pay regardless of the number of times an employee is laid off.
- 29.7 Where an employee is laid off and the severance benefit payable is less than for resignation the more favourable benefit will be paid.

RESIGNATION

- 29.8 An employee, on resignation, shall receive Severance Pay as follows:

<u>Completed Years of Service</u>	<u>In Months</u>
Two (2) and under five (5)	1
Five (5) and under ten (10)	2
Ten (10) and over	3

DISMISSAL

- 29.9 An employee who is being separated for reason of dismissal is not entitled to Severance Pay.

RETIREMENT

- 29.10 On termination of employment an employee who receives an immediate annuity under the Public Service Superannuation Act or the SLSMC Pension Plan shall be paid Severance Pay equal to the product obtained by multiplying his weekly rate of pay on termination of employment by the number of completed years of his continuous employment to a maximum of twenty-eight (28), less any period of service in respect of which he was granted Severance Pay by the Corporation.
- 29.11 Severance Pay is in the form of a lump sum payment without option of retiring leave.
- 29.12 Where an employee dies while in the service of the Corporation, there shall be paid to the estate of the employee, Severance Pay in an amount equal to that which the employee would have received had he retired on the date of his death.

- 29.13 At the request of an employee or his estate, Severance Pay may be paid in annual payments over a term of up to five (5) years, with interest to be calculated on the unpaid balance, each calendar year or portion thereof, based on the average one (1) year Treasury Bill rate as established by the Bank of Canada for that year or portion thereof, less two (2) percent.
- 29.14 Where an employee retires and the severance benefit payable is less than for resignation the more favourable benefit will be paid.
- 29.15 An employee who is being separated for any reason other than lay-off may, in lieu of any other entitlement under the preceding paragraphs of this Article, opt to be paid a separation gratuity equal to payment at his or her regular rate of pay for three-quarters (3/4) of the total of his or her accumulated sick leave credits, less any severance pay received previously due to a lay-off, if any, and this provision will apply to a deceased employee so that this benefit may be paid to the estate.

ARTICLE 30

Agreement Re-opener

This Agreement may be amended by mutual consent. If either party wishes to amend or vary this Agreement, it shall give to the other party notice of any amendment proposed and the parties shall meet and discuss such proposal not later than one calendar month after receipt of such notice.

ARTICLE 31

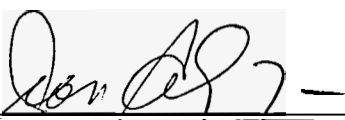
Duration and Renewal ✕

This Agreement shall remain in effect until March 31, 2011 and thereafter subject to one hundred twenty (120) 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 December 1, 2010.

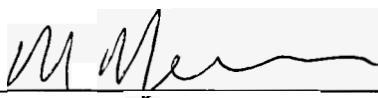
In witness hereof, the following have signed:

**THE ST LAWRENCE SEAWAY
MANAGEMENT CORPORATION**

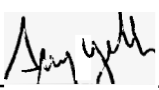
**THE NATIONAL AUTOMOBILE,
AREOSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION
OF CANADA - CAW**



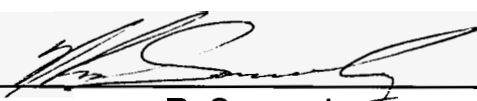
J. Aubry-Morin
Vice-president, Niagara Region



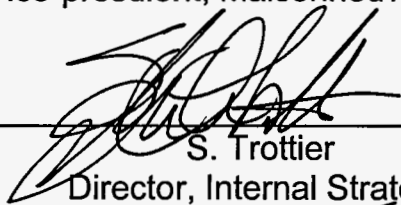
M. Menicanin
National Representative- CAW



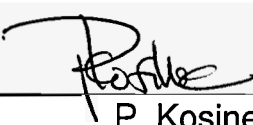
G. Yelle
Vice-president, Maisonneuve Region



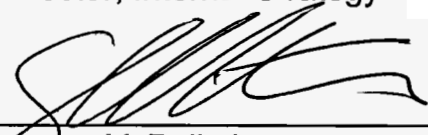
R. Sonnenberg
President, Local 4211



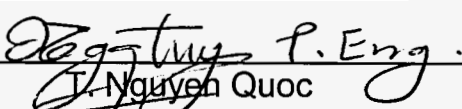
S. Trottier
Director, Internal Strategy



P. Kosinec
Local Chairperson, Local 4211




Y. Pelletier
Manager, Corporate Human Resources



T. Nguyen Quoc
Local Chairperson, Local 4319



M. Tétreault
Employee & Labour Relations Officer




A. Desjardins
Vice-president, Local 4319




K. Stevenson
Human Resources Advisor, Niagara
Region



M. Gagnon
Human Resources Advisor,
Maisonneuve Region



B. Worth
Senior Manager, Niagara Region



M. Patenaude
Manager, South Shore Canal

**APPENDIX "A"
SEAWAY HOURLY RATE STRUCTURE
SUPERVISORY GROUP**

Job Class	Salary Effective April 1, 2008 Hourly Rates		Salary Effective April 1, 2009 Hourly Rates		Salary Effective April 1, 2010 Hourly Rates	
	Step 1	Step 2	Step 1	Step 2	Step 1	Step 2
35	\$30.43	\$32.55	\$31.34	\$33.53	\$32.36	\$34.62
34	\$29.46	\$30.43	\$30.34	\$31.34	\$31.33	\$32.36
33	\$28.52	\$29.46	\$29.38	\$30.34	\$30.33	\$31.33
32	\$27.60	\$28.52	\$28.43	\$29.38	\$29.35	\$30.33
31	\$26.72	\$27.60	\$27.52	\$28.43	\$28.41	\$29.35
30	\$25.86	\$26.72	\$26.64	\$27.52	\$27.51	\$28.41
29	\$25.05	\$25.86	\$25.80	\$26.64	\$26.64	\$27.51
28	\$24.26	\$25.05	\$24.99	\$25.80	\$25.80	\$26.64
27	\$23.46	\$24.26	\$24.16	\$24.99	\$24.95	\$25.80
26	\$22.71	\$23.46	\$23.39	\$24.16	\$24.15	\$24.95
25	\$21.99	\$22.71	\$22.65	\$23.39	\$23.39	\$24.15
24	-	\$21.99	-	\$22.65	-	\$23.39
23	-	\$21.28	-	\$21.92	-	\$22.63
22	-	\$20.61	-	\$21.23	-	\$21.92
21	-	\$19.95	-	\$20.55	-	\$21.22

Note: For levels 25 to 35 inclusive, second step applies after six months.

**APPENDIX "A":
SEAWAY HOURLY RANGE STRUCTURE
SUPERVISORY GROUP**

Job Class	Salary Effective April 1, 2008			Salary Effective April 1, 2009			Salary Effective April 1, 2010		
	Hourly Rates Range	Incr.	Incr.	Hourly Rates Range	Incr.	Incr.	Hourly Rates Range	Incr.	Incr.
42	\$45.74	\$50.83	\$0.21	\$47.11	\$52.35	\$0.22	\$48.64	\$54.05	\$0.23
41	\$43.15	\$47.95	\$0.20	\$44.44	\$49.39	\$0.21	\$45.88	\$51.00	\$0.21
40	\$40.70	\$45.23	\$0.19	\$41.92	\$46.59	\$0.19	\$43.28	\$48.10	\$0.20
39	\$38.39	\$42.66	\$0.18	\$39.54	\$43.94	\$0.18	\$40.83	\$45.37	\$0.19
38	\$35.91	\$39.87	\$0.17	\$36.99	\$41.07	\$0.17	\$38.19	\$42.40	\$0.18
37	\$33.55	\$37.26	\$0.15	\$34.56	\$38.38	\$0.16	\$35.68	\$39.63	\$0.16
36	\$31.36	\$34.84	\$0.15	\$32.30	\$35.89	\$0.15	\$33.35	\$37.06	\$0.15

Effective April 1, 2008 increase wage rates by 3.0% in the first year of the Agreement, 3.0% in the second year of the Agreement and 3.25% in the third year of the Agreement.

However in no event will the wage increase be less than the CPI for the annual average of the 12 month period ending October 31st and published in November preceding the date that the wage increase is to be effective, commencing with the wage increase for April 1st 2009. Therefore, the CPI for the period of November 1st 2007 to October 31st 2008 and published in November 2008 by Statistics Canada shall be used as the floor for the April 1, 2009 wage increase and the CPI for the period of November 1, 2008 to October 31, 2009 and published by Statistics Canada shall be used as the floor for the April 1, 2010 wage increase.

APPENDIX "B"

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

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

MEMORANDUM OF AGREEMENT

The following is understood and agreed to between the Canadian Brotherhood of Railway, Transport and General Workers (C.A.W.) and The St. Lawrence Seaway Authority, effective on the date of signing:

1. EXCLUSION OF POSITIONS:

- a) The positions LISTED in the ATTACHMENT are excluded from any Bargaining unit.
- b) The positions of Advisor to Regional Vice-President, and of Manager, Planning and Coordination in Niagara Region, once vacated, shall be included in the Supervisory Group Bargaining Unit, should they require to be filled.
- c) Present grievances on the matters of exclusion of Managers - Engineering, of the application of Article 15 of the Supervisory Group collective Agreement are hereby resolved.
- d) The parties shall make a joint application to the Canada Labour Relations Board requesting confirmation of the Union and Non-Union status of positions, as agreed between the parties.

2. RATE PROTECTION UNDER 15.4 d) AND 15.4 f)

Present permanent 3-Group employees whose positions will be, or have been abolished, shall be provided with

- a) Full rate protection at the level of pay of the position abolished and shall be eligible to all future general increases.

N.B. For 1994, lump sum already granted resolves "full rate protection" for those employees whose positions were abolished in 1993.

b) Calculation of separation gratuity upon their departure, as follows:

i) Subject to b) iii) below, Sick Leave credits banked prior to the date their position was abolished, to be paid at (75%) of the rate of pay of abolished position and eligible to all future general increases,

AND

Sick Leave credits accumulated after date their position was abolished to be paid at (75%) of the maximum of the level of the position newly assigned to,

OR,

ii) One week per year of service accumulated at the date their position was abolished, to be paid at the rate of the position abolished and eligible to all future increases,

AND

One week per year of service accumulated after date their position was abolished, to be paid at the rate of the position newly assigned to,

WHICHEVER IS GREATER

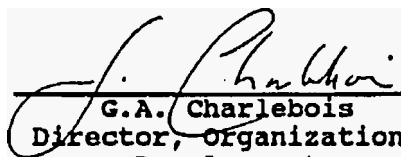
iii) While on Sick Leave, such employees shall be paid their "protected" rate. The credits will be first drawn from "protected" bank of Sick days. If their "protected" bank of Sick days is exhausted, the Authority will continue to pay the employee at the "protected" rate, while drawing from the "new" bank.

- 3. a) All other elements of Article 15 of the Supervisory Group Collective Agreement remain in effect.
- b) This Agreement on rate protection applies to all present S-Group employees whose positions will be, or have been abolished. Employees entering the Bargaining Unit after date of signing will continue to be governed by the salary protection provisions of Article 15.


SIGNED THIS 11th DAY OF July 1994.


FOR: THE ST. LAWRENCE SEAWAY AUTHORITY


FOR: THE CANADIAN AUTO WORKERS



 G.A. Charlebois
 Director, Organizational Development

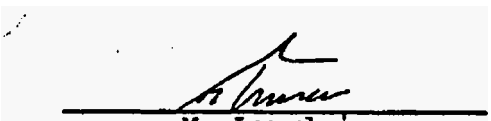

 A. Wepruk
 National Coordinator



 A. Mageau
 Manager, Human Resources Corporate Services


 W. Chalmers
 Business Agent Local 211


 P. Dalzell
 Assistant Vice-president
 Maisonneuve Region


 P. McLean
 Local Chairperson
 Local 211


 M. Langlois
 President
 Local 319


 F. Laforest
 Local Chairperson
 Local 319

POSITIONS EXCLUDED

1. MAISONNEUVE/NIAGARA REGIONS

- Vice-Presidents
- Assistant Vice-Presidents
- Directors
- Area Managers
- Regional Controllers
- General Maintenance Manager (Maisonneuve)
- Technical Support Manager (Niagara)
- Managers, Human Resources
- Planning & Development Officers
- Human Resources Officers
- Occupational Health & Safety Advisor (Maisonneuve)
- Occupational Health Nurse
- Legal Clerk (Maisonneuve)
- Contract Administrative Clerk (Niagara)
- 7 Support/Secretarial Staff

2. ENGINEERING SERVICES

- Vice-President
- Director Infrastructure Review
- Manager Canal Fixed Elements
- Manager Canal Movable Elements
- Manager Power, Controls and Com.
- Manager Bridges
- 4 Support/Secretarial Staff

APPENDIX "D"

November 18, 2005

Mr. Abe Rosner
National Representative, CAW
565 Cremazie East blvd
Suite I0100
Montreal, (Quebec)
H2M 2W1

Subject: Contracting out

Mr. Rosner,

I refer to our discussions on the above matter during the 2005 Supervisory Group collective bargaining sessions.

The parties agree that the intent of the Supplemental Agreement between the CAW and the Corporation, dated December 18, 2003 will apply to the transfer of core functions to any employee not within the S-Group bargaining unit.

Sincerely,

[Original signed by Sophia Trottier]

Sophia Trottier
Director, Internal Strategy

Agreed: *[Original signed by Abe Rosner]*

Abe Rosner
National Representative, CAW

**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.

The Corporation and the Union acknowledge that the application of this Policy will not result in the duplication of proceedings under both the grievance procedure in Article 8 and the investigation process in Appendix E b). The Parties recognize that complaints having both an alleged violation of the collective agreement and an alleged breach of this Policy shall be processed in accordance with the grievance procedure. The investigation process in Appendix E b) is intended for complaints alleging a breach of this Policy and not alleging a violation of any other part of the collective agreement.

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:

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

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 PIPEDA.

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 PIPEDA.
5. The respondent has the right to appeal a decision rendered by the appropriate authorities following an investigation.

Supervisors/Managers

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

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

DISCIPLINARY MEASURES

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

DIVISION OF RESPONSIBILITIES

The Vice-president, Human Resources is responsible for:

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

The Regional Human Resources Services Manager is responsible for:

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

The Regional Vice-president is responsible for:

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

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

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

The employees are responsible for:

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

The Union Representatives are responsible for:

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

REFERENCE DOCUMENTS

- ✓ Canada Labour Code
- ✓ Canadian Human Rights Code
- ✓ Criminal Code
- ✓ PIPEDA

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:

- e dates
- e times
- e nature of the behaviour
- names of witnesses (if any)
- e locations and
- impact of the harassment on the complainant

- 3- If the situation persists, 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:
 - a 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 12th day of December 1998

Original signed by A. Rosner

Original signed by A. Latour

For the Union (CAW)

For the Employer (SLSMC)

APPENDIX "G"

October 20, 2001

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

Subject: Utilization of Team Leaders - O&M Group

Dear Mr Fane,

During the 2001 collective bargaining sessions with the Supervisory Group, the Union raised a concern that the utilization of O&M Team Leaders could be the cause of the erosion of Coordinator positions.

This is to confirm that it is not the Corporation's intent to replace Coordinator positions by increasing the Team Leader complement. The roles and responsibilities of each are defined and distinct in nature, and as such the more complex Supervisory role of the Coordinator position will never be transferable to employees holding the position of Team Leader.

Sincerely,

Original signed by A. Latour

Andre Latour
Vice-president, Human Resources

APPENDIX "H"

December 14, 1998

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

Dear Mr. Fane,

SUBJECT: DAY OF MOURNING

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

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

Sincerely,

Original signed by A. Latour

Andre Latour
Vice-president, Human Resources

November 18, 2005

Mr. Abe Rosner
National Representative, CAW
565 Cremazie East Blvd
Suite 10100
Montreal, (Quebec)
H2M 2W1

Subject: Closing of Navigation

Mr. Rosner,

I refer to our discussions on the above matter during the 2005 Supervisory Group collective bargaining sessions.

On trial basis for the term of this collective agreement, the Corporation undertakes to apply the following:

“When navigation extends to Christmas Day in any canal, the Corporation will ensure that the navigation rules regarding the earning of compensatory leave associated with the Christmas and Boxing Day holidays will continue until all the shift employees on that canal have had the opportunity to avail themselves of the aforementioned rule. If there is minimal or no navigation during the period of the extension of the navigation rules, employees will be allowed to take annual leave during this period.”

Sincerely,

[Original signed by Sophia Trottier]

Sophia Trottier
Director, Internal Strategy

Agreed: *[Original signed by Abe Rosner]*

Abe Rosner
National Representative, CAW

APPENDIX “J”

Mr. Menicanin
CAW, Canada
318 Ontario Street
Unit 7-B
St. Catharines, Ontario
L2R 5L8

Subject: Transfer of S-Group employees to another group.

Mr. Menicanin,

I refer to our discussions on the above matter during the 2008 Supervisory Group collective bargaining sessions.

The Corporation agrees that no employees from the Supervisory group shall be transferred to the Operational and Maintenance group.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Trottier', is placed over a light grey rectangular background.

Sophia Trottier
Director, Internal Strategy

November 18, 2005

SUPERVISORY GROUP
MEMORANDUM OF AGREEMENT
ON THE PROVISIONS FOR
THE TWELVE (12) HOUR SHIFT SCHEDULE

MEMORANDUM OF AGREEMENT

between

The St. Lawrence Seaway Management Corporation

Hereinafter referred to as: 'THE CORPORATION'

and

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

Hereinafter referred to as: 'THE UNION'

It is understood and agreed between the Corporation and the Union to continue with a twelve (12) hour shift schedule, under the following terms and conditions:

1. **AFFECTED GROUP:**

All supervisors on shift work in Operations and those called upon to fill vacancies in the above mentioned group.

2. **DURATION OF MEMORANDUM OF AGREEMENT:**

April 1, 2005 – expiry of contract.

3. **PRELIMINARY CONDITIONS:**

The Corporation or the Union may terminate the project at any time, with a two (2) week notice, for any valid reason. In the case of the Corporation, such reasons included not meeting the criteria outlined in No. 4.

However, both parties agree to discuss the reasons for terminating the project, prior to giving the two (2) week notice.

4. OPERATING CRITERIA:

The following criteria must be met for the project to be successful.

- a) The total labour cost under the twelve (12) hour shift schedule must not exceed the total labour cost caused by the preceding system of eight hour shifts. On twelve (12) hour shifts, the absenteeism rate for sick leave (short terms: three (3) modified days or less) should not exceed the rate experienced on eight (8) hour shifts.
- b) Replacement of personnel on annual leave and the filling of long and short term vacancies must take place without major difficulties and without creating additional overtime costs.
- c) The accomplishment of administrative duties and the efficiency of Structures supervision must not deteriorate because of the twelve (12) hour shifts.

5. WORK SCHEDULE:

The work schedule outlined in Appendix 'A' of this memorandum of agreement will apply for the affected group.

The twelve (12) hours shift schedule is made up of a four (4) week cycle, divided as follows:

32 - 48 - 36 - and 52 hours for a total of 168 hours per cycle and a weekly average of 42 hours (including two hours overtime).

- N.B. The 52 hour week includes the scheduled overtime in Appendix 'A' called the 'sixth day'. (8 hours overtime). Therefore, 160 hours will be paid at the regular rate and 8 hours at the applicable overtime rate for a total of 168 hours per cycle.

6. REPLACEMENT PROVISIONS:

For details on replacements provisions, refer to appendix "C", "D" and "E".

7. COLLECTIVE AGREEMENT:

Modifications had to be made to the Collective Agreement covering this group of Local 4211 & 4319 in order to adjust to the twelve (12) hour system. These modifications constitute Appendix 'B' of the memorandum of agreement.

Furthermore, any change or new article in the collective agreement which results from collective bargaining will be added to pertinent articles of this agreement to reflect the change involved, provided that an additional agreement shall be reached on such a change when it is directly related to the shift structure or the replacement provisions.

8. ANNUAL LEAVE:

It is agreed that annual leave may be granted to the supervisors concerned by this agreement, during the navigation season, in one or two periods, composed of complete blocks of two days or three days, for a total not exceeding seven (7) modified days (84 hours) the "sixth day" is worked OR sixth and one third (6-1/3) modified days (76 hours) the "sixth day" is NOT worked.

9. PAY PROVISIONS:

The present pay system will continue, with pay exceptions entered through regular time recording practices.

10. RESOLUTION OF PROBLEMS:

Any problems or concerns arising from the structure or general application of this shift schedule will be brought to the Union Management Consultation Committee.

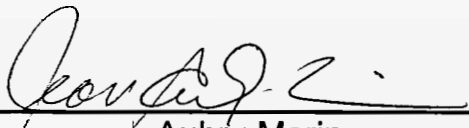
11. PROVISIONS TO BALANCE TIME

The procedures outlined in Appendix 'D' will be used in order to balance the number of hours worked by personnel, including relief personnel.

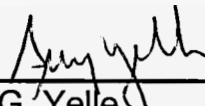
N.B. This memorandum of understanding includes the Appendixes to the Memorandum

- Appendix "A" TWELVE (12) HOUR SHIFT SCHEDULE
- Appendix "B" MODIFICATIONS TO COLLECTIVE AGREEMENT
- Appendix "C" SHORT TERM REPLACEMENT PROVISIONS
- Appendix "D" PROVISIONS TO BALANCE TIME
- Appendix "E" PAY PROVISIONS FOR OVERTIME WORKED ON A DAY OF REST WHICH IS A STATUTORY HOLIDAY
- Appendix "F" REQUEST FOR SHIFT EXCHANGE BETWEEN SHIFT EMPLOYEES

For the Corporation

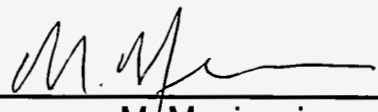


 J. Aubry-Morin
 Vice-président, Niagara Region



 G. Yelle
 Vice-president, Maisonneuve Region

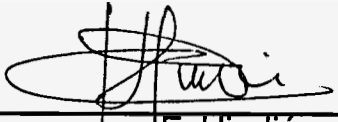
For the Union



 M. Menicanin
 National Representative



 R. Sonnenberg
 President, Local 4211



 F. Hindié
 President, Local 4319

TWELVE HOUR SHIFT SCHEDULE

	m	T	w	t	f	s	s	m	t	w	t	f	s	s	m	t	w	t	f	s	s	m	t	w	t	f	s	s
0800-2000	A	D	D	C	C	B	B	B	A	A	D	D	C	C	C	B	B	A	A	D	D	D	C	C	B	B	A	A
2000-0800	B	B	A	A	D	D	D	C	C	B	B	A	A	A	D	D	C	C	B	B	B	A	A	D	D	C	C	C

A - 36	A - 52	A - 32	A - 48
B - 48	B - 36	B - 52	B - 32
C - 32	C - 48	C - 36	C - 52
D - 52	D - 32	D - 48	D - 36
total: 168	total: 168	total: 168	total: 168

Sixth Day

The eight (8) hour overtime period called "sixth day (shifts encircled in black above)" and paid at time and a half (1-1/2) will be worked from 0001 to 0800 on Saturday morning.

Any employee assigned to a crew working the "sixth day" will be entitled to this overtime pay conditional upon his having worked the "sixth day" and having been assigned to the complete schedule of that crew (52 hours) in the week concerned. However, in the case of a change of assignment, such an employee shall be granted the "sixth day" even if he is not assigned to that crew for the 4 hours on Sunday night.

MODIFICATIONS TO THE COLLECTIVE AGREEMENT
TWELVE (12) HOUR SHIFT SCHEDULE

ARTICLE:

9.5 The name of an employee who has been promoted from a position covered by this Agreement to a salaried position with the Corporation, shall be continued on the seniority list of the group from which promoted for a period of one (1) year from the date of start of the new duties. Such employees, when released from salaried employment, may, within twenty (20) modified days of such release, exercise their seniority rights to any position which he is qualified to fill and which is not higher rated than the classification from which he was promoted, provided that he will be deemed to be qualified to return to his former position which may have been changed during his absence unless he fails to establish the fact during a twenty (20) modified day trial.

Failing to exercise his seniority in this manner, it shall be forfeited and his name shall be dropped from the seniority list.

10.3 An employee who originates from another Bargaining Unit, from a Salaried position or from another position of this bargaining unit, shall be required to serve a trial period of six (6) cumulative months worked in the position assigned to. The Corporation reserves the right to return such an employee to his previous position if he is found to be unsuitable. If the employee wishes to return to his previous position, the employee will have the right to do so, during the first 40 modified days of the trial period.

Where an employee is returned to his former position, the Local Chairperson will be supplied with reasons in writing by the Human Resources Services Officer, at the employee's written request.

A Grievance by the Union may be lodged directly to the Corporation at Step 2 within thirty (30) days of receipt of the reasons thereof. The Corporation will render a decision within thirty (30) days, following which Article 8.2 or Article 8.7 may apply.

12.1 Permanent positions and positions temporarily vacated for an anticipated period of more than eighteen (18) modified days which require to be filled shall be bulletined.

17.2 Forty (40) hours of work shall constitute an average week's work and twelve (12) hours of work shall constitute a shift. The average of forty (40) hours per week is calculated on a four (4) week period (one complete cycle), and is divided as follows: 32 - 48 - 36 - and 52 hours per week for a total of 168 hours per cycle or: 4 x 40 hours, + 8 hours scheduled overtime called the 'sixth day' which is included in the 52 hour week. (See appendix 'A')

Except during the non-navigation season, shifts and days of rest shall be established in conformity with Appendix 'A' hereof.

The normal hours for shift worker shall be as follows:

1 st shift:	2000 h	- 0800 h
2 nd shift:	0800 h	- 2000 h

N.B. 'Sixth day': worked from 0001 to 0800 on Saturday morning.

- 17.5 Employees working from 20h00 to 08h00 shall work each hour with a \$1.20 premium. 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, (0800 to 2000).
- 17.6 Shift workers shall, without deduction of pay, be allowed two (2) periods of thirty (30) minutes in which to eat.
- 18.3 Employees required to work on their scheduled first, second or third days of rest as scheduled in Appendix 'A', shall be paid for such work at time and a half (1-1/2) their regular or acting rate.
- 18.4 However, employees required to work on their second of three consecutive days of rest as scheduled in Appendix 'A', (Saturday 2000 - Sunday 2000) shall be paid for such work at double their regular or acting rate.
- 18.5 Shift workers required to work in excess of twelve (12) 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.
- 18.13 Replaced by provisions described in Appendix 'C'.
- 19.4 Operational shift workers required to work the regular hours of work on a paid holiday during the navigation season shall be paid at the regular rate unless entitled to premium compensation under Article 18, and they shall receive two (2) days Compensatory Leave to be taken during the non-navigation season for each such holiday. The employee may elect to be paid eight (8) hours at double time in lieu of the two (2) day's leave

Employees assigned to operational shifts, on Annual Leave, long term paid Sick Leave or on a modified day which is a paid holiday, during the navigation season, shall be deducted the corresponding leave credit (s), 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.

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

For the purpose of this article, where 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 more than three (3) consecutive modified days.

- 20.1 A completed month shall be a calendar month in which a minimum of eighty (80) hours pay is received.
- 20.6 Salary 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 ten (10) modified days, or if he is on acting rate as a result of a bulletined assignment.
- 21.1 A completed month shall be a calendar month in which a minimum of eighty (80) hours pay is received.
- 22.1 A completed month shall be a calendar month in which a minimum of eighty (80) hours pay is received.

REPLACEMENT PROVISIONS

It will be determined by the Corporation if a replacement is required.

When a replacement is required, the following would apply:

1. An available relief supervisor will be assigned and will adjust his regular hours of work to the 12 hours shift schedule at straight time. For night shift, 2000 – 0800 hours, this will apply when the employee has been advised the preceding day.
2. Promote a qualified relief supervisor from the same shift as the vacancy, provided it does not result in overtime at the lower salary level.
3. Promote a qualified relief supervisor from any shift provided that their shift schedule can be adjusted at regular time, and provided it does not result in overtime at the lower salary level.
4. Overtime
 - a. Overtime anticipated to be for eight (8) hours or more shall be offered to employee in the same classification who is on a day of rest, in conformity with the order of priority described in the "Replacement chart – Employees on days of Rest".
 - b. If the replacement is anticipated to be for four (4) hours or less, and is continuous with the preceding or following shift, overtime shall be offered to the (oncoming or offgoing) employee in the same classification on that preceding or following shift.
 - c. Overtime will be offered to another qualified employee.

REPLACEMENT CHART - EMPLOYEES ON DAYS OF REST
(formatted for **SAP** purposes)

Days	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Priority 2		a		d		c	c		b		a		d	d		c		b		a	a		d		c		b	b
Priority 1	d	c	c	b	b	a	a	a	d	d	c	c	b	b	b	a	a	d	d	c	c	c	b	b	a	a	d	d
0800- 2000	A	D	D	C	C	B	B	B	A	A	D	D	C	C	C	B	B	A	A	D	D	D	C	C	B	B	A	A
2000-	B	B	A	A	D	D	D	C							D	D	C	C	B	B	B	A	A	D	D	C	C	C
Priority 1	c	a	b	d	a	c	c	d	b	c	a	b	d	d	a	c	d	b	c	a	a	b	d	a	c	d	b	b
Priority 2		c		b		a	a	d		c		b	b		a		d		c	c		b		a		d	d	
Days	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S

N.B. * The night shift (2000 - 0800) always begins on the same night.

When only one (1) priority exists, the overtime is offered to all employees of the same classification.

When two (2) priorities exist, the overtime is offered first to all employees in the same classification on the first priority shift, then to those of the same classification on the second priority shift.

APPENDIX ' K d) '

PROVISIONS TO BALANCE TIME

EMPLOYEE NEVER CHANGING CREWS:

The hours of the employee who does not go from one crew to another will balance out automatically in conformity with the schedule described in Appendix "A", and will not exceed forty-eight (48) paid at straight time in a week.

EMPLOYEE CHANGING CREWS:

An employee working twelve hour shifts and changing crews, including an employee relieving on shift, shall not exceed forty-eight (48) hours of work at straight time in a week, provided that a change of crew for an assignment of more than (3) modified days taking place Sunday night at 2000 hours may be made at straight time even though the employee has accumulated fifty-two (52) hours at midnight Sunday night because of the change.

Hours worked in a week exceeding those described above shall be paid to the employee at time and a half.

Hours worked by an employee in excess of those provided for in the schedule in Appendix "A" because an employee changed crews, will be banked to avoid the possibility of a deficit during and at the end of the navigation season, provided that these additional hours shall not exceed sixteen (16) at any time.

Hours in excess of the sixteen (16) mentioned above shall be paid at time and a half.

BALANCING OUT HOURS OF WORK AT CLOSING OF NAVIGATION:

In the week at the end of the navigation, unless otherwise agreed upon, balancing out of the hours of work to forty (4) for the week will be done by expending accumulated annual or compensatory leave.

Hours banked will then be expended in accordance with the following: All the hours banked will be brought back to zero by the addition or subtraction of leave credits 1° Compensatory and 2° Annual.

The same procedure will apply when any employee leaves the twelve (12) hour shift schedule for a long-term day assignment.

OPENING OF THE NAVIGATION SEASON:

When the navigation season opens in the middle of a week, the Corporation shall grant to each employee the number of hours of work at straight time provided for in the twelve-hour shift schedule for that week. The Corporation, however, maintains its right, before the opening of the navigation season in that week, to include in those hours 8 hours taken as a holiday for each holiday and to modify the work and the rest schedules of each employee, as required by the Corporation. Furthermore, employees on the crew (see schedule) working 52 hours in that week shall be entitled to the "sixth day" (8 hours at time and a half).

PAY PROVISIONS

OVERTIME WORKED ON A DAY OF REST – STATUTORY HOLIDAY:

The Corporation accepts to pay overtime at double time to an employee working on a day of rest on a statutory holiday when all of the following circumstances and conditions are met:

- (a) Article 18.9 applies and
- (b) This double time shall not apply to the eight (8) hours of the “sixth day” worked by an employee within his work schedule of Appendix “A and
- (c) This payment at double time shall apply only to those hours effectively worked between 0001 hours and 2400 hours of the statutory holiday, and
- (d) The statutory holiday for the shift worker falls on the day of the holiday, and not on the holiday “in lieu thereof”, in this overtime application.

APPENDIX "K f)"

**REQUEST FOR SHIFT EXCHANGE
BETWEEN SHIFT EMPLOYEES**

NAME:	
POSITION:	SHIFT:
DATE AND SHIFT EXCHANGED:	NUMBER OF HOURS:
_____ SIGNATURE	
REPLACEMENT'S NAME:	
POSITION:	SHIFT:
DATE AND SHIFT EXCHANGED:	
_____ SIGNATURE	
IMMEDIATE SUPERVISOR'S APPROVAL:	
<p><i>It is understood that this exchange will not create additional or overtime cost..</i> The employee initiating the request is responsible to find a qualified replacement. The IMMEDIATE SUPERVISOR will approve the request once both employees have signed this form.</p>	
DATE _____	

MEMORANDUM OF AGREEMENT
SHIP INSPECTOR WORK SCHEDULE
MAISONNEUVE REGION
UPDATED OCTOBER 10, 2008

Whereas the specific agreement regarding the Ship Inspector work schedule, Maisonneuve Region, has been in effect since 1995;

Whereas the Corporation needs to be able to provide continuous customer service;

The St. Lawrence Seaway Management Corporation and the National Automobile, Aerospace, Transportation and General Workers Union of Canada therefore agree to an amended agreement as follows:

Seven and a half (7½) consecutive hours, with the exception of a meal break, shall constitute a workday, from Monday to Friday inclusive, for the position of Ship Inspector.

Thirty-seven and a half (37½) hours shall constitute a work week, from Monday to Friday inclusive, for the position of Ship Inspector.

Working hours for Ship Inspectors are set out below:

Daytime working hours: 8:15 a.m. to 4:30 p.m.

One Ship Inspector shall be on call from 4:30 p.m. to 8:15 a.m., Monday to Friday, as well as on weekends and on statutory holidays. Inspectors shall be available on standby on a rotating basis and shall be remunerated therefore in accordance with the provisions of the collective agreement in force.

Hours worked between 4:30 p.m. and 8:15 a.m., Monday to Friday, as well as hours worked on weekends and on statutory holidays shall be remunerated or compensated as follows:

- Overtime hours worked between 8:00 p.m. and 6:00 a.m., Monday to Friday, as well as on weekends and on statutory holidays, shall be remunerated according to the applicable conditions and rates of the collective agreement. When a call out is required to work between 6:00 a.m. and 8:15 a.m. on a regular workday, the Coordinator, Marine Services, will call a daytime inspector on a rotating basis.
- Notwithstanding the terms of Article 18.13 of the collective agreement, hours worked from 4:30 p.m. to 8:00 p.m. and from 6:00 a.m. to 8:15 a.m. can be converted into time in lieu of at a ratio of 1:1.5 or paid at the applicable rate. Time in lieu of may be taken during the day for hours that are worked between 6:00 a.m. and 8:15 a.m. and/or during the current or following week in which these hours have been worked, for evening hours worked;
 - This time in lieu of may be taken during the period from 8:15 a.m. to 4:30 p.m., Monday to Friday.
 - If the time in lieu of cannot be taken during the current or following week, the inspector in question shall inform the Manager to this effect in order to plan an appropriate time for it to be taken, as early as possible in the navigation season, unless a special authorization is given by the Manager concerned.
 - Barring unforeseen circumstances, time in lieu of shall be taken in a way that does not cause other members of the Ship Inspectors Team to have to work overtime.


- When the Ship Inspectors Team must be reduced to two (2) members as a result of management-authorized leave, hours worked between 4:30 p.m. and 8:15 a.m. shall be remunerated in accordance with the applicable conditions and rates of the collective agreement.

The parties undertake to discuss any problems that may arise in the implementation of this Memorandum of Understanding before giving an advance notice of termination of the understanding. Either party may terminate this agreement by giving ten (10) working days' advance notice in writing of such intention or during the collective bargaining process. In the event either party terminates this understanding, the Ship Inspectors shall return to the working hours stipulated in the collective agreement.

This understanding cancels and replaces the one signed between the parties on November 24, 2006.

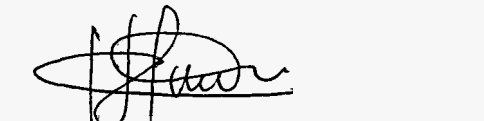
Agreed and signed this 10th day of **October, 2008**.

For the Corporation



Jack Meloche
Manager – Marine Services
Maisonneuve Region

For the Union



Fares Hindie
President, Local 4319, CAW

EDUCATION FUND

The Corporation agrees to pay into a special fund four (4) cents per hour per employee for all compensated hours for the purpose of covering education costs and compensating CAW 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, CAW and sent by the Corporation to the following address:

CAW Canada (Paid Education Leave)
205 Placer Court,
Toronto, ON
M2H 3H9

SOCIAL JUSTICE FUND

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 CAW - 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 Corporation to the following address:

CAW Canada (Social Justice Fund)
205 Placer Court,
Toronto, ON
M2H 3H9

JOB EVALUATION PLAN
JOINT JOB EVALUATION COMMITTEE (JJEC)
Supervisory Group
Policy Statement

It is the intention of the Corporation and the Union to recognize, through a classification system, the relative worth of positions within occupational categories based on the duties actually performed by the position incumbents as mandated for the positions they hold, and in so doing, respect the fundamental Pay Equity principles set forth by legislation. The general principles are as follows:

- The classification system applied shall be a point rating system where point ranges determine job classes identifying the relative worth of the positions.
- This relative worth is based on the complexity of the duties of the positions and no difference in job classification should exist between employees performing work of equal value.
- On this basis, same job classes recognize the equal value of positions in different categories held by both female and male employees.
- For greater clarity, the evaluation process considers the relative worth of the positions, and not the individual assessment of employees holding such positions.
- In assessing the value of work performed by employees employed in the same establishment, the criteria to be applied are the knowledge and skills, effort and responsibility required in the performance of the work and the conditions under which the work is performed.
- With regards to the pay structure agreed to by the parties, no difference in wages should exist in positions requiring work of equal value.
- However specific employee related pay rates of different values may apply, in the case of a pay range within a job class, step rates within a job class, an employee development program and a green or red circle rate, or a negotiated rate allowed under the legislation.
- The basis of demonstrating that male and female employees of the Supervisory bargaining unit are receiving equal pay for work of equal value shall be the hourly rate.

Joint Job Evaluation Committee (JJEC)

Managers are responsible for structuring their organization, determining their human resources requirements, and with the applicable approval of their Vice President or Director, creating and modifying positions accordingly. Having said that, the Corporation recognizes that such a responsibility can be better fulfilled with the Union participating in the process of evaluating jobs with a view to contributing to the objectivity and efficiency of the process. This document is the committee's framework and process through which both parties agree to make it work.

Initiating a Job Evaluation Request (JER)

A Job Evaluation Request (JER) can be initiated:

- By a HR representative, when a new position is created
- By a manager when he or she believes that the duties and responsibilities performed in an existing position under his or her responsibility have changed sufficiently enough to warrant a modification in job class
- By the employee, in writing, to his manager. If the request is denied the employee can appeal the manager's decision having the Union file a grievance under Article 8 of the collective agreement at Step 2.

Composition and Roles within the Joint Job Evaluation Committee (JJEC)

The Joint Job Evaluation Committee (JJEC) will have equal union and management representation of no more than four **(4)** members, and will be supported by a Facilitator appointed by the Director, Internal Strategy.

The JJEC Facilitator's role will be to:

- Gather and prepare all necessary information and documentation related to the evaluation of positions.
- Assist the JJEC in the presentation of such information and any follow-up documentation.
- Coordinate all meetings, evaluations and communication of said results to the manager, employee and union executives.
- Maintain all data related to the evaluation process and results.
- Act as an advisor to the other four **(4)** members (the Facilitator has no voting rights for the purpose of reaching a consensus).

The JJEC, under the responsibility of the Director, Internal Strategy, will:

- Evaluate new positions
- Evaluate existing positions where duties and responsibilities are considered to have changed sufficiently enough to warrant a modification in job class
- Apply the Job Evaluation Tool (JET) in accordance with the principles outlined on page one of this document
- Convene as required and as a minimum, quarterly, face-to-face or by teleconferencing, with a quorum consisting of two (2) union representatives and two (2) management representatives
- Work on the basis of achieving consensus for all job evaluations and provide the result of their evaluation in the form of a recommendation of a job class to the Executive Committee (EC) for its approval
- Where consensus is not reached, the following process will apply:
 - In the situation of a majority, the recommendation of the majority will be offered to the Executive Committee as a majority recommendation.
 - In the situation of a tie, the case will be submitted to the Corporate HR Manager for review. That review will include a consultation with the Union to get their input on the case. The fact that there was a tie will be communicated to the Executive Committee of the Corporation by the Corporate HR Manager, and the result will include details of the additional consultation with the Union. It will then be up to the Executive Committee to decide on its classification.

Selection and Training of JJEC Members

The union members of the JJEC will be the two (2) elected positions referenced in Article 4.5 of the Supervisory Collective Agreement and two (2) members representing management. Training on the subject of job evaluation will be offered to all JJEC members, including regular refresher training.

Preparation of Documentation

When a new position is created or an existing position modified (to the extent that the duties and responsibilities performed have changed sufficiently enough to warrant a modification in job class) the manager will complete a Job Analysis Questionnaire (JAQ). Where required and available, the manager will also compile the job profile, the Job Description, the Job Qualifications and other relevant documents. The employee shall also have the opportunity to provide any relevant documents to his/her manager. From these documents, the Corporation may develop a new Job Description for the purpose of the evaluation process and for other applications within the Corporation.

Evaluation of Positions

The evaluation of positions will be conducted as follows:

Step one: The manager and the Corporation will forward all necessary documentation to the JJEC Facilitator.

Step two: The Facilitator will review all available documentation and if necessary, will request additional clarification of duties and supporting documentation. The evaluation process of the position by the JJEC will be initiated.

Step three: The JJEC will conduct the evaluation of the position and communicate its recommendations to the Executive Committee

Step four: If the recommendation of the JJEC is approved by the Executive Committee, the decision to implement it as is will be communicated to the manager, the employee, the union representative, and the regional Human Resources Advisor. If the recommendation of the JJEC is not supported by the Executive Committee, the decision to implement a different job class will also be communicated to the manager, the employee, the union representative and to the regional Human Resources Advisor.

Interim Process for New Positions


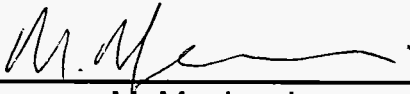
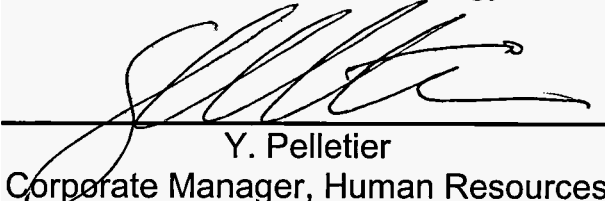

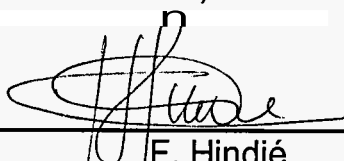
If the Corporation decides that it cannot wait for the JJEC to complete its evaluation or wait for the Executive Committee's (EC) decision regarding a new position, the Corporation may bulletin and fill the new position with a provisional evaluation of the job class. Therefore, the bulletin for the position will show the job class as a provisional evaluation. The successful candidate shall be remunerated according to the provisional evaluation until the completion of the final evaluation by the JJEC and decision of the EC.

If the final decision of the EC ultimately leads to a lower job class than the provisional job class, the employee shall not be required to repay the difference between the two evaluations for the period between the day he or she started the new job and the day of the Executive Committee's final decision is applied to such position. Therefore, the provisional evaluation will be subject to the final evaluation; however, the provisional job class is not subject to rate protection.

If the final decision of the EC ultimately leads to a higher job class than the provisional job class, the employee shall be paid the difference between the two evaluations retroactively from the day the employee started in the position and the new job class shall apply thereafter.

Grievance procedure

If the Union does not agree with a Corporation's decision, in whole or in part, it retains the right to file a grievance under Article 8 of the collective agreement at Step 2.

For the Corporation	For the Union
 _____ S. Trottier Director, Internal Strategy	 _____ M. Menicanin National Representative
 _____ Y. Pelletier Corporate Manager, Human Resources	 _____ R. Sonnenberg President, Local 4211
	 _____ F. Hindié President, Local 4319

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