

COLLECTIVE AGREEMENT

BETWEEN

THE ST. LAWRENCE SEAWAY MANAGEMENT CORPORATION

AND

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

SUPERVISORY GROUP

April 1, 2011 – March 31, 2014

Signed April 17th, 2012

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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 joint local Workplace Health and Safety Committees (JWHSC) will be comprised as follows:

In Niagara Region, a total of no more than twelve (12) members, six (6) members elected or appointed by the Union (four (4) from the Operational and Maintenance Group bargaining unit and two (2) from the Supervisory Group bargaining unit) and up to six (6) management members.

In the Cornwall Headquarters, a total of six (6) members, two (2) members elected or appointed by the Union, (both from the Cornwall Headquarters bargaining unit), two (2) non-unionized employee members and two (2) management members.

In Maisonneuve Region, the JWHSCs will be comprised as follows; In Iroquois a total of no more than four (4) members, two (2) members elected or appointed by the Union (both from the Operational and Maintenance Group bargaining unit) and up to two (2) management members. In Beauharnois a total of four (4) members, two (2) members elected or appointed by the Union (both from the Operational and Maintenance Group bargaining unit) and two (2) management members. In South Shore no more than ten (10) members, five (5) members elected or appointed by the Union (three (3) from the Operational and Maintenance Group bargaining unit and two (2) from the Supervisory Group bargaining unit) and up to five (5) management members.

Each member of the JWHSC shall be certified as required. During all absences, both parties shall recognize a substitute member as designated.

The role of the co-chair shall rotate between a member from the Operational and Maintenance Group bargaining unit and the Supervisory Group bargaining unit.

- 6.4 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.
- 6.5 Employees required to wear safety footwear because they hold positions designated in the Corporation's Safety Footwear Policy shall be paid an amount of \$165 effective January 1st, 2012 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.
- 6.6 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.

A Policy Grievance related to the provisions of this Agreement shall be submitted at Step 2.

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 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 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 Manager concerned, 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. In the absence of any qualified candidates from within the bargaining unit, the Corporation may then select candidates from outside the bargaining unit.

In situations where the spread in the final evaluation scores amongst the candidates for positions bulletined under this Article, is five (5) percentage points or less, or where the senior applicant is not selected, the Corporation, five (5) days prior to announcing an appointment, will meet with the Union to review the results of the selection process, and the reason for the selection of the successful candidate. In order to facilitate this, the Corporation will provide the Union with the final evaluation scores for each candidate. Should the Union disagree with a selection, it may initiate a grievance at Step 2 of the grievance procedure. Should the Union disagree with the outcome from the Step 2 grievance, it shall have the right to take the issue to arbitration.

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 ratification, employees assigned to shift work shall be paid a premium of ninety (\$0.90) cents per hours worked on the third shift (16:00 to midnight), and a premium of one dollar and ten cents (\$1.10) per hours 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:

Effective January 1, 2012

<u>Years of Service</u>	<u>Entitlement for each completed month of continuous service</u>
1 st year to 8 th year	1-1/4 days per month (3 weeks)
9 th year to 16 th year	1-2/3 days per month (4 weeks)
17 th year to 24 th year	2-1/12 days per month (5 weeks)
25 th year to 32 nd year	2-1/2 days per month (6 weeks)
33 rd year and upwards	2-11/12 days per month (7 weeks)

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.

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 (½) 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.
- 22.8 Leave of absence without pay shall be granted to any employee elected to a full time public office and the name of such employee shall be retained on the seniority list for the period covered by this leave of absence without pay.

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 jobs classified in one of the classification levels set out in APPENDIX "A".

24.2 The Job Evaluation Plan shall be established by the Corporation.

24.3 Where a new job is created or a job is substantially changed the classification level shall be established in accordance with the Job Evaluation Plan. An employee in a job whose classification level is adjusted downward shall retain his salary and his right to general increases in the form of a lump sum.

Appeals or grievances regarding classification results will be handled through the grievance procedure.

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. 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.
- 24.6 Progression in a salary range will be based on an employee's performance. Formal reviews of performance will be conducted annually and increments will be granted effective March 31st of each year.

As a general rule, salary progression will follow the normal application of increments every twelve (12) months according to the standard performance evaluation category result: surpasses - six (6) increments, fully meets expectations - four (4) increments, building - two (2) increments, or needs improvement - 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 "fully meet expectations" level, which corresponds to the projected duration of the program (i.e. four (4) increments per twelve (12) 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 twelve (12) months according to the standard performance evaluation category results (surpasses - six (6) increments, fully meets expectations - four (4) increments, building - two (2) increments, or needs improvement - zero (0) 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 six (6) 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) calendar 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 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 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 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

- 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.

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, 2014 and thereafter subject to one hundred and 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, 2013.

In witness hereof, the following have signed:

THE ST LAWRENCE SEAWAY
MANAGEMENT CORPORATION



T. Bowles
President and C.E.O.

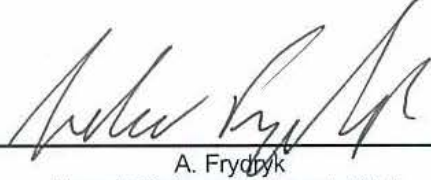
THE NATIONAL AUTOMOBILE
AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA -
CAW



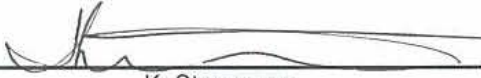
M. Menicanin
National Representative



S. Trottier
Director, Internal Strategy



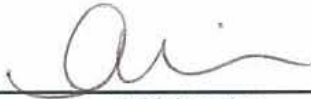
A. Frydyk
(Local Chairperson, Local 4211)



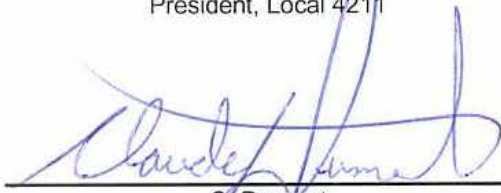
K. Stevenson
Manager, Corporate HR



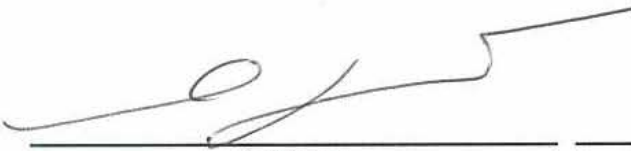
R. Sonnenberg
President, Local 4211



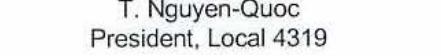
A-M. Lussier
Manager, Corporate HR



C. Dumont
Local Chairperson, Local 4319



S. Lépine
Manager, Mechanical Engineering



T. Nguyen-Quoc
President, Local 4319



L. Boisclair
General Manager, Regional Engineering
Niagara

APPENDIX "A"

Current job class and hourly rates remain in effect for the period of April 1, 2011 until March 31, 2012, subject to an increase of 2%.

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 1, 2012. Therefore, the CPI for the period of November 1, 2010 to October 31, 2011 and published in November 2011 by Statistics Canada shall be used as the floor for the April 1, 2012 wage increase and the CPI for the period of November 1, 2011 to October 31, 2012 and published in November 2012 by Statistics Canada shall be used as the floor for the April 1, 2013 wage increase. Notwithstanding the above, for the duration of this 2011-2014 collective agreement, only 50% of the CPI for the annual average of the 12 month period will apply.

APPENDIX "A" SEAWAY HOURLY RATE STRUCTURE SUPERVISORY GROUP

Job Class	Salary Effective April 1st, 2011 Hourly Rates	
	Step 1	Step 2
35	\$33.01	\$35.31
34	\$31.96	\$33.01
33	\$30.94	\$31.96
32	\$29.94	\$30.94
31	\$28.98	\$29.94
30	\$28.06	\$28.98
29	\$27.17	\$28.06
28	\$26.32	\$27.17
27	\$25.45	\$26.32
26	\$24.63	\$25.45
25	\$23.86	\$24.63
24	-	\$23.86
23	-	\$23.08
22	-	\$22.36
21	-	\$21.64

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

APPENDIX "A"

APPENDIX "A": SEAWAY HOURLY RANGE STRUCTURE SUPERVISORY GROUP

Job Class	Salary Effective April 1, 2011 Hourly Rates		Incr.
	Range		
42	\$49.61	\$55.13	\$0.23
41	\$46.80	\$52.02	\$0.22
40	\$44.15	\$49.06	\$0.20
39	\$41.65	\$46.28	\$0.19
38	\$38.95	\$43.25	\$0.18
37	\$36.39	\$40.42	\$0.17
36	\$34.02	\$37.80	\$0.16

APPENDIX "A"

APPENDIX "A" SEAWAY HOURLY RATE STRUCTURE SUPERVISORY GROUP

Effective April 1, 2012

Effective April 1, 2013

Job Class	Job Rates			Job Rates		
	Minimum	Maximum	Incr	Minimum	Maximum	Incr
A	\$26.60	\$29.56	0.25	\$27.13	\$30.15	0.25
B	\$29.62	\$32.91	0.27	\$30.21	\$33.57	0.28
C	\$32.65	\$36.24	0.30	\$33.30	\$36.96	0.31
D	\$35.66	\$39.63	0.33	\$36.37	\$40.42	0.34
E	\$38.69	\$42.99	0.36	\$39.46	\$43.85	0.37
F	\$41.71	\$46.34	0.39	\$42.54	\$47.27	0.39
G	\$44.74	\$50.04	0.44	\$45.63	\$51.04	0.45
H	\$47.75	\$53.06	0.44	\$48.71	\$54.12	0.45

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 the signing:

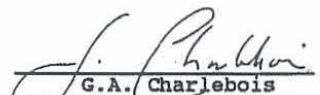
1. EXCLUSION OF POSITIONS:

- a) The positions LISTED in the ATTACHEMENT are excluded from any Bargaining Unit.
- a) 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.
- b) 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.
- c) 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.


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 10100
Montreal, (Québec)
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

Please refer to the Corporation's policy regarding harassment and workplace violence

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

André 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

André Latour
Vice-President, Human Resources

November 18, 2005

Mr. Abe Rosner
National Representative, CAW
565 Cremazie East blvd
Suite 10100
Montreal, (Québec)
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

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 'Sophia Trottier', written over a faint, illegible typed name.

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.

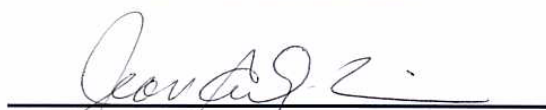
11. PROVISIONS TO BALANCE TIME

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

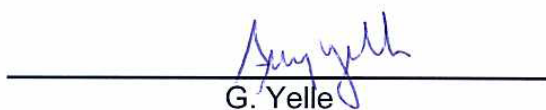
N.B. This memorandum of understanding includes the Appendixes to the Memorandum

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

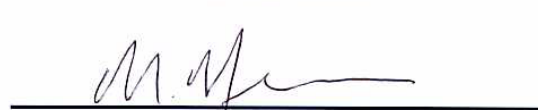


J. Aubry-Morin
Vice-président, Niagara Region



G. Yelle
Vice-président, Maisonneuve Region

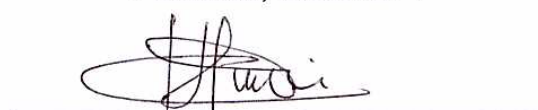
For the Union



M. Menicanin
National Representative



R. Sonnenberg
President, Local 4211



F. Hindie
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.

10.2 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 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 \$1.33 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, (08h00 to 20h00).
- 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
2000-0800	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
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

For the Union

[original signed by J.Meloche]

[original signed by F.Hindié]

Jack Meloche
Manager – Marine Services
Maisonneuve Region

Farès Hindié
President, Local 4319, CAW

EDUCATION FUND

The Corporation agrees to pay into a special fund five (5) 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
Supervisory Group
Policy Statement

It is the intention of the Corporation to recognize, through a classification system, the relative worth of jobs within occupational categories based on the core essence of these jobs 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 jobs.
- This relative worth is based on the core essence of the jobs 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 jobs in different categories held by both female and male employees.
- For greater clarity, the evaluation process considers the relative worth of the jobs, and not the individual assessment of employees holding such jobs.
- In assessing the value of the core essence of the job to be performed by employees, the criteria to be applied are the skill, effort, responsibility and working conditions required in the performance of the work.
- With regards to the pay structure agreed to by the parties, no difference in wages should exist in jobs 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 protected rates, or a negotiated rate allowed under the legislation.
- The basis of demonstrating that male and female employees of each bargaining unit are receiving equal pay for work of equal value shall be the hourly rate.

**MEMORANDUM OF AGREEMENT
IMPLEMENTATION OF JOB EVALUATION PLAN AND
PAY STRUCTURE AND JOB RATES
SUPERVISORY GROUP**

The job evaluation plan has been developed by Deloitte. The plan is a weighted-point factor system. The plan provides for both internal equity as well as ensuring pay equity compliance. Selected factors are common to all jobs and factors are designed in such a way to avoid double-counting (eg. measuring the same factor twice).

Implementation:

- 1.0 The job evaluation plan will be implemented on ratification of the collective agreement. The following compensation structure and job rates will take effect on April 1, 2012 (which include the general increase for the second year of the collective agreement):

Job Class	Job Rates	
	Min	Max
A	\$26.60	\$29.56
B	\$29.62	\$32.91
C	\$32.65	\$36.24
D	\$35.66	\$39.63
E	\$38.69	\$42.99
F	\$41.71	\$46.34
G	\$44.74	\$50.04
H	\$47.75	\$53.06

These rates shall also be subject to a further increase of 2% effective April 1, 2013.

- 2.0 For employees whose rate of pay on March 31, 2012 is within the new salary range above, that employee will receive the negotiated general increase (GI) of 2% for April 1, 2012, provided their new rate is not above the new salary range. Where the latter occurs, that employee will receive the portion of the GI that takes their current rate to the maximum of the new salary range and the balance of the GI shall be paid in the form of a lump sum.
- 3.0 For employee whose rate of pay as of March 31, 2012 is below the new salary range, that employee will receive the full adjustment to the minimum of the new salary range or the GI, whichever is greater.
- 4.0 Where the conversion has resulted in an employee’s rate at March 31, 2012 being above the maximum of their new job class, their rate will be protected (green circling) and the employee shall retain his salary and his right to the general increase of 2% on April 1, 2012. This rate protection (green circling) shall cease on March 31, 2013.

Effective April 1, 2013, these employees will have rate protection in the form of red circling and because their rate will continue to be higher than the maximum of their new job class, these employees will receive a lump sum payment as follows:

March 31, 2014: 2% of all regular hours paid

Said lump sum payment shall be made until such time the employee’s rate of pay is equal to or within the salary band and thereafter the rate will be adjusted in accordance with the Collective Agreement. At the employee’s option, said lump sums shall be pensionable.

- 5.0 For implementation purposes, when an employee moves into a higher classification level as a result of the job evaluation plan, it shall not be considered a promotion.

6.0 In addition to the implementation of the job evaluation plan, the Corporation shall introduce standardized job descriptions. These standardized job descriptions shall not be used for the purpose of job evaluations.

Conversion Review Procedure

The parties recognize that the new job evaluation plan may result in job classification review requests. The parties agree to the following process for dispute resolution:

7.0 Classification review requests may only be initiated by the Union where the Union does not believe that the job has been properly evaluated. Such requests must be filed, in the format attached, and no later than sixty (60) days from the date of ratification of the Collective Agreement.

8.0 In the implementation of the job evaluation plan, a Classification Review Committee (the "Review Committee") shall be established within thirty (30) days of the ratification of the Collective Agreement. The Review Committee shall be composed of one (1) representative appointed by the Union, one (1) representative appointed by the Corporation and one (1) representative from Deloitte. The representatives will be provided with training as required.

9.0 The Review Committee shall be responsible for determining the proper evaluation in accordance with the job evaluation plan. The Review Committee shall have no jurisdiction to review, amend or otherwise modify the job evaluation plan.

10.0 Meetings of the Review Committee shall commence within seventy (70) days of the date of ratification of the Collective Agreement. The Collective Agreement shall apply with respect to salary and expenses of the Union member of the Review Committee.

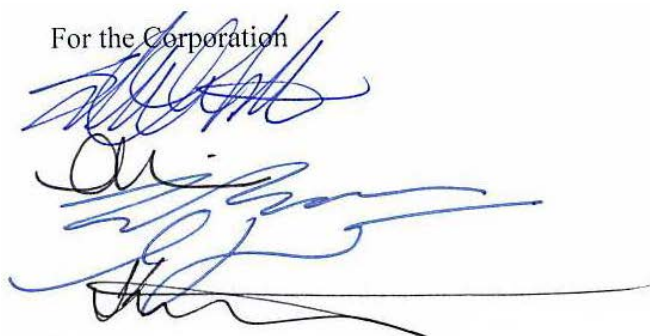
11.0 The Review Committee shall conduct a review of all requests received and it shall inform the Union of the results no later than five (5) months from the ratification of the Collective Agreement. The Review Committee may, at its discretion, request any additional information that it deems necessary to review each request, including a Job Analysis Questionnaire.

12.0 The Review Committee shall endeavour to reach a consensus on all review evaluations. Failing a consensus, the majority shall prevail. The decision shall be final and not subject to any review, appeal or grievance.

13.0 If an employee moves into a higher classification level as result of the job evaluation plan, it shall not be considered a promotion.

Dated this 2nd day of October, 2011

For the Corporation



For the Union

