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No. OF EMPLOYEES	116		
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COLLECTIVE AGREEMENT

BETWEEN

THE ST. LAWRENCE SEAWAY AUTHORITY

AND

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

---

CORNWALL HEADQUARTERS GROUP

January 1, 1995 - December 31, 1996

Signed January 31, 1996

FEB 27 1996

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## INDEX

<u>ARTICLES</u>		<u>PAGE</u>
1	Definitions	1
2	Recognition	2
3	Union Business	2
4	Union Management Consultation Committee	2
5	Grievance Procedure	3
6	Check-Off - Union Dues	4
7	Classification and Rates of Pay	5
8	Safety and Health	6
9	Seniority Grouping	7
10	Probation	8
11	Bulletining and Filling Positions	8
12	Training for Promotion	9
13	Staff <b>Reduction</b> and Recall to Service	9
14	Technological Changes	12
15	Contracting Out	13
16	Rehabilitation	13
17	Hours of Service and Meal Periods	14
18	<b>Overtime</b>	15
19	Call-Out, Stand-By and Premiums	16
20	Paid Holidays	17
21	Annual Leave	18
22	Sick Leave	19
23	<b>Personal Leave</b>	20
24	Health and Welfare	21
25	Discipline and Discharge	22
26	Retirement and Separation Gratuity	23
27	Duration and Renewal	23

Agreement made this 31<sup>st</sup> of January 1996

Between:

THE ST. LAWRENCE SEAWAY AUTHORITY, a body corporate,  
hereinafter referred to as "The Authority".

and

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

## GENERAL

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

## ARTICLE 1

### Definitions

- 1.1 ASSIGNMENT- The function to which an employee of the Authority has been appointed with reference to the time, the location and the position.
- 1.2 CLASSIFICATION - The title describing the job content of a position to which an agreed wage rate applies.
- 1.3 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.
- 1.4 EMPLOYEES COVERED BY THIS AGREEMENT - Present and future employees of the Authority, as described by the Canada Labour Relations Board certificate issued January 11, 1960 and amendments thereof, who are assigned to positions classified in Appendix "A" or amendments thereof.
- 1.5 LAID-OFF EMPLOYEE - An employee separated from the service of the Authority by reason of the abolition of his position, or by reason of being replaced by another employee in the exercise of his seniority rights.
- 1.6 MONTH - Unless otherwise indicated herein, means the period between similar dates in consecutive calendar months.
- 1.7 POSITION - An aggregation of duties, tasks and responsibilities, requiring the services of one individual. Positions may be created by the Authority on a temporary basis for a limited duration or on a permanent basis for an indefinite term during the pleasure of the Authority.

- 1.8 SCHEDULEID OVERTIME - Overtime which is not continuous with regular work and of which an employee has received notice before being released from his previous work period. Call-outs and overtime not separated from his previous work period by a minimum of twelve (12) hours are not scheduled overtime.
- 1.9 WEEK - Seven calendar days, Monday to Sunday inclusive.
- 1.10 YEAR - The calendar year.

## ARTICLE 2

### Recognition

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

## ARTICLE 3

### Union Business

- 3.1 Necessary leave of absence without pay may be granted to employees covered by this Agreement for the purpose of attending general or special meetings of the Union, and for Education Leave **organized** by the C.A.W. Necessary leave of absence without pay shall also be granted to such employees as are elected or appointed to full time positions in the employ of the Union; leave under this Article must be expressly approved by the Authority but such approval shall not be unreasonably withheld. **The** name of an employee covered by this Agreement shall be continued **on** the seniority list while he is on such leave.
- 3.2 At points or in offices, etcetera, where bulletin boards are maintained by the Authority for posting of notices of interest to the employees covered by this Agreement, it shall be permissible for the Union to maintain a similar board for the same purpose, and in addition, where no bulletin board is maintained by the Authority, the Union may do so upon obtaining permission.

## ARTICLE 4

### Union Management Consultation Committee

- 4.1 **Recognizing the** community of interest in the efficient operation of the Seaway and believing that the basis of good industrial relations rests upon satisfactory co-operation, the Authority and the Union agree to work together in the establishment and operation of a Union Management Consultation Committee.

- 4.2 The Union Management Consultation Committee shall be composed of three representatives appointed by the Authority and three representatives appointed by the Union. Chairpersonship shall alternate between an Authority representative and a Union representative as decided by the Committee.
- 4.3 The Committee shall meet on a **bi-monthly** basis, at the call of the Chairperson, to discuss ways and means of improving working methods and efficiency; of eliminating waste; of pursuing employee training and development; of maintaining good morale; and of promoting social and recreational activities.

## ARTICLE 5

### Grievance Procedure

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

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

#### Step 1

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

#### Step

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

- 5.2 If the Union and the Authority are unable to agree to the adjustment of any complaint or grievance, or in regard to any matter as to which agreement is called for herein, or if the Union is not satisfied with the decision by the Authority under Article 25, either party may, in writing, within sixty **(60)** days, require that the matter be referred to a Board of Arbitration.
- 5.3 A Board of **Arbitration** established pursuant to the preceding Article, shall consist of one **(1)** member selected by the Union and one **(1)** member selected by the Authority, together with a third member who shall be the Chairperson and who shall be jointly selected by the other two **(2)** members. If agreement cannot be reached as to the selection of a Chairperson, either party may then request the Federal Minister of Labour to appoint a Chairperson.

- 5.4 Upon mutual agreement between the Authority and the Union, a single Arbitrator may be substituted for a Board of Arbitration as set out in Article 5.3.
- 5.5 A Board of Arbitration, or an Arbitrator, to which a matter is referred, shall hear all evidence in the case and shall render a decision (majority vote in the case of a Board), which decision shall be final and binding upon the parties to this Agreement.
- 5.6 The costs of the Chairperson of a Board of Arbitration or of an Arbitrator, shall be borne equally between the parties to this Agreement.
- 5.7 A Board of Arbitration, or an Arbitrator, is not authorized to alter, modify, or amend any part of this Agreement provided that the Board, or the Arbitrator, shall have the power to make a just and equitable determination of questions concerning discipline and discharge and this shall include the right to award with, or without, degrees of compensation.
- 5.8 The time limits provided for by this Article may be extended by mutual agreement between the parties, but no matter shall be nullified through a technical question raised in respect to a lapse of time occurring due to a reasonable oversight or resulting from a misunderstanding or reasonable delay.
- 5.9 Upon application, the Union Committee of not more than three (3) employees shall be granted necessary leave of absence with pay for investigation and presentation of complaints or grievances.

## ARTICLE 6

### Check-Off - Union Dues

- 6.1 The Authority shall, subject to the conditions and exceptions set forth hereunder, deduct from wages due and payable to each employee coming within the scope of this Collective Agreement, an amount equal to the prevailing dues of the Union and shall remit the same by cheque, (accompanied by a statement of deductions from individuals) to the Union Local Secretary-Treasurer, not later than fifteen (15) calendar days following the month in which the deductions are made.
- 6.2 The amount to be deducted shall be equivalent to the prevailing regular dues payment of the Union and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of the Agreement except 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 Authority of notice in writing from the Union of the amount of regular dues.
- 6.3 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.

- 6.4 If the wages of an employee payable on the payroll for any pay period are insufficient to permit the deductions of the full amount of dues, no such **deduction** shall be made from the wages of such employee by the Authority in such pay period. The Authority shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted earlier.
- 6.5 It is understood and agreed that deductions for income tax, unemployment insurance, contributions in accordance with the Public Superannuation Act and the Canada Pension Plan shall be made from wages prior to the deduction of dues.
- 6.6 The Authority 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 Authority shall adjust it directly with the employee. In the event of any mistake by the Authority in the amount of its remittance to the Union, the Authority, shall adjust the amount in a **subsequent** remittance. The Authority's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the designated officer or officers of the Union.
- 6.7 In the event of any action at law against the parties hereto or either of them resulting from any deduction or deductions from payrolls made or to be made by the Authority pursuant to Article 6.1, both parties shall co-operate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Union, counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Authority from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

## ARTICLE 7

### Classification and Rates of Pay

- 7.1 Employees covered by this Agreement shall be assigned to positions which are classified and rated in conformity with the classifications, wage rates and salary ranges listed in Appendix "A" or in conformity with such classifications as adopted by mutual agreement.
- 7.2 Employees required to work for one (1) hour or more at a higher-rated position shall receive the higher rate while so employed with a minimum of one-half (1 /2) day's pay (four (4) hours or three and three-quarter (3-3/4) hours depending on the normal daily working hours involved in the acting position) at the higher rate. Employees required to work at a lower-rated position shall not have their rate reduced.

- 7.3 The Joint Job Evaluation Plan for clerical, technical and stores positions shall continue in effect during the term of this Agreement. Rates of pay for each classification shall be established or modified in accordance with Appendix "A" of this Agreement. The plan may be modified or replaced by mutual agreement between the Authority and the Union.
- 7.4 Rates of pay for other classifications created during the term of this Agreement shall be established by mutual agreement between the Authority and the Union.
- 7.5 Rates of pay for other positions whose duties and responsibilities have been substantially changed shall be established by mutual agreement between the Authority and the Union.
- 7.6 Pay days will be every Thursday. Pay cheques will be made available at the time of relief to shift workers coming off their last shift on Wednesday. Where direct bank deposit applies, a pay slip detailing earnings and deductions will be remitted to the employee no later than Thursday. Direct deposits will be made no later than the opening of banking hours Thursday morning. When Thursday coincides with a holiday, the deposit will be made on the preceding work day.
- 7.7 a) Signature Bonus

Upon ratification of the agreements, a signature bonus of \$375.00 will be paid to all employees included in the bargaining units. In the case of temporary employees, this bonus will be prorated according to the portion of the year they have worked for the Authority.

b) Wages Increase

- i) Effective January 1, 1996, all hourly rates of the wage scales will be increased by an amount of \$0.18 per hour;
- ii) Effective July 1, 1996, all hourly rates of the wage scales will be increased by an amount of \$0.18 per hour.

## ARTICLE 8

### Safety and Health

- 8.1 The Authority shall continue to make all reasonable provisions to ensure comfortable working conditions and to ensure the occupational safety and health of all employees.
- 8.2 The Union will encourage its members to use all safety equipment provided and to follow accident prevention rules and regulations.
- 8.3 A Union representative from the Accident Prevention Committee may be granted leave of absence with pay for the purpose of pursuing safety matters provided that the leave so granted shall not exceed two (2) days in each month. Requests for leave under this Article must be submitted to the employee's Section Head and approval of this leave shall not be unreasonably withheld.



- 8.4 The Authority will defray one hundred percent (100%) of the cost of safety footwear up to a maximum of eighty dollars (\$80.00), for those employees whose positions are designated in the Authority's safety footwear policy. This Authority subsidy will be limited to the purchase of one (1) pair of safety shoes or boots per year for each employee covered by the said policy. Special consideration shall be given to employees with foot deformities.

## ARTICLE 9

### Seniority Grouping

- 9.1 An employee covered by this Agreement will acquire, and be entitled to exercise seniority rights only after he has worked for the Authority a total of sixty (60) days cumulative within any twelve (12) month period.

After seniority is acquired, it shall date from the first (1st) day of the sixty (60) day cumulative period. An employee laid off or released because his service is deemed unsatisfactory during his probationary period of employment shall not be entitled to exercise seniority rights.

- 9.2 A seniority list will be maintained for all employees covered by this Agreement at the Headquarters Building in Cornwall.

- 9.3 Employees with the same seniority date shall be ranked on the seniority list as determined by a draw, supervised by the Authority with the Local Chairperson present. The seniority list shall be posted in January of each year. Such list shall show names, positions and established dates of entry into the service. Copies of the list shall be furnished to the local officers of the Union.

- 9.4 Protests in regard to seniority status must be submitted in writing to the Division Director within sixty (60) days of publication of the listing being protested. When proof of error is presented by an employee or his representative, such error will be corrected, and when so corrected, the agreed-upon seniority date shall be final. No change shall be made in the seniority date accredited to an employee which has appeared on two (2) consecutive annual seniority lists, unless it has been duly protested.

- 9.5 a) The name of an employee who is promoted from a position covered by this Agreement to an excepted or Supervisory Group position with the Authority shall be continued on the seniority list of the group from which promoted and he shall retain his date of seniority while so employed for a period of one (1) year. Thereafter, the employee's seniority date shall be adjusted to reflect non accrual of seniority for a subsequent period of up to two (2) years. At the conclusion of the three (3) year period, the employee's name shall be removed from the seniority list. Such an employee, when released as a permanent incumbent from employment in an excepted or Supervisory Group position may, within thirty (30) days of such release, exercise his seniority rights to displace a junior employee in any position which he is qualified to fill and which is not higher-rated than the classification from which he was promoted. Failing to exercise his seniority in this manner it shall be forfeited and his name shall be dropped from the seniority list.

- 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 reinstated by agreement between the Union and the Authority.

## ARTICLE 10

### Probation

Notwithstanding anything in this Agreement, a new employee will be required to serve a cumulative probation period of ninety (90) days worked, during which the Authority retains the right to release him if he is found to be unsuitable.

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

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

## ARTICLE 11

### Bulletining and Filling Positions

- 11.1 Permanent positions and positions temporarily vacated for an anticipated thirty (30) days or more which require to be filled shall be bulletined to the seniority group within ten (10) days of their creation.

Temporary positions, for thirty (30) days or more, which require to be filled shall be bulletined the same as permanent positions.

- 11.2 Bulletins provided for by this Article shall show the classification, rate of pay, anticipated date of assignment, and a definitive description of the duties and responsibilities of the position, and they shall be posted for five (5) days in places accessible to all employees affected. Copies of bulletins issued under this Article shall be furnished to the President and Chairperson of the Local.

- 11.3 Temporary positions and positions temporarily vacated for less than thirty (30) days which require to be filled may be filled without the necessity of bulletining by assigning the senior qualified employee available. In the application of this Article, employees filling permanent positions will only be allowed to exercise their seniority when an increase in regular earnings or a change in rest days or shifts are involved or when it is known that the temporary assignment will be for more than five (5) days. At the expiration of a temporary assignment, the employee shall be returned to his former position or he may, if qualified, exercise his seniority with respect to another temporary assignment without loss of seniority.

- 11.4 Employees who wish to apply for a bulletined position, must forward an application to the officer designated in the bulletin within the five (5) day period during which the bulletin is posted.

1 1.5 Assignments to bulletined positions shall be made on the basis of ability provided that applications shall be considered in order of seniority, **and** seniority shall govern where the ability of applicants is sufficient to perform the duties. In the application of this Article, where a position is to be awarded to other than the senior applicant, the appointment shall be discussed with the Local Chairperson prior to being bulletined as provided in Article 1 1.6. Reference to ability in this Article shall mean the potential to qualify under Article 1 1.7.

11.6 The name of a successful applicant shall be bulletined within ten (10) days after the! bulletin has closed and this bulletin shall show the date of assignment and shall be posted in places accessible to all employees affected. Copies of bulletins issued under this Article shall be furnished to the President and Chairperson of the Local.

11.7 After an employee is assigned by bulletin to a position, he shall be given reasonable **time**, not to exceed thirty (30) days, in which to qualify, the length of time depending on the character of the work. Failing to qualify, the employee shall be returned to his former position without loss of seniority, or he may, if qualified, exercise his seniority rights with respect to any position bulletined during the period he was assigned to the position for which he failed to qualify, or if his former position has been abolished, the provisions of Article 13.5 shall apply.

11.8 Employees returning from **authorized** leave of absence may, within five (5) days of such return, make application for positions bulletined during their absence provided the closing date of such bulletined positions occurred **during** their absence. A file of these bulletins shall be made available to the employees upon request.

11.9 The Authority shall decide within thirty (30) days whether to fill or abolish a permanent vacant position.

## ARTICLE 12

### Training for Promotion

Employees shall be encouraged to learn the duties of other positions and every opportunity shall be afforded them to learn the work of such other positions in their own time or during their working hours when it will not unduly interfere with the performance of their duties. The Authority will not unreasonably withhold training opportunities to any employee who has indicated a desire to learn the work of other positions. For this purpose, applicants for training for promotion shall be selected in order of seniority except as otherwise agreed between the Authority and the Union. Trainees may, on application, be permitted to exchange positions for temporary periods without affecting the rates of the employees concerned.

## ARTICLE 13

### Staff Reduction and Recall to Service

13.1 When reducing forces, senior employees with sufficient ability to do the work will be retained in employment.

13.2 When a permanent position is to be abolished, the permanent incumbent of the position shall be given at least three (3) months' notice and copies of the notice shall be furnished to the President and Chairperson of the Local.

13.3 When a permanent position is abolished, the permanent incumbent of that position, providing he has at least five (5) years' seniority, shall be retained in the employment of the Authority provided:

- a) Employees may be assigned and **re-assigned** by the Authority to any vacant or newly created position without bulletining the positions. In the application of this article, the Authority will make all reasonable efforts to train senior employees whose positions are abolished in order to permit their assignment to vacant or newly-created positions where the rate of pay is the closest to that of their abolished positions.
- b) An employee assigned under a) to a lower-rated position shall retain his rate of pay, but he will receive subsequent general increases in the form of a lump sum at year-end without affecting his rate until it equals the rate of the position to which he has been assigned.
- c) An employee who occupies a position under the terms of a) shall be deemed to bid on future bulletined positions, provided it is not higher-rated than his abolished position and he is able to fulfill the duties of the position.
- d) The employee may decline an assignment under a), electing to displace a junior employee in accordance with Article 13.5, without retaining his level of pay, except that he must indicate his choice in writing **within** two (2) months following notice of abolition. The Authority will specify the proposed assignment within one (1) month of the notice of abolition.
- e) The provisions of this Article shall apply to employees displaced in accordance with d) provided they have at least five (5) years' seniority.

13.4 When a temporary position of more than sixty (60) calendar days is to be abolished:

- i) The employee whose position is to be abolished, provided he has acquired seniority rights, will be given at least ten (10) days' notice of the abolition of his position, and
- ii) the junior employee involved, provided he has acquired seniority rights, will be given at least ten (10) days' notice of the possibility of his being laid off.

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

- 13.5 An employee whose position is abolished, or who is displaced, shall be entitled to exercise his seniority rights, provided he has the ability **and** he makes his choice within ten **(10)** days of notification, either:
- i) To displace a junior employee in any classification carrying the same job class (maximum rate) or annual rate of pay as the position abolished or from which displaced; or,
  - ii) to displace a junior employee in a lower-rated classification.
- 13.6 A laid-off **employee** who desires to return to the employment of the Authority when work is available for him, must keep the Division Director and the Local Chairperson advised of his address in order that he may readily be located.
- 13.7 A laid-off employee shall, if qualified, be returned to employment in order of his seniority when staff is increased and when vacancies occur. Such employee shall be notified by registered mail of the date the Authority wishes the employee to report for work.
- 13.8 A laid-off employee who fails to report for duty on the day required, or to give a satisfactory reason for not doing so by registered mail within twenty **(20)** days from the date of notification, shall forfeit his seniority rights and his name shall be struck off the applicable seniority list. The fact that a laid-off employee is employed elsewhere shall be a satisfactory reason for not reporting for duty where:
- i) the position is a temporary one and it is definitely known that its duration will not exceed ninety **(90)** days;
  - ii) other laid-off employees in the same seniority group are available, and,
  - iii) written application is made to his superior officer immediately upon receipt of notification to report.
- 13.9 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 seniority list; other employees covered by this Agreement, whose names have not been **continued** on the seniority list for two **(2)** years or more, and who are on lay-off for more than twelve **(12)** consecutive months, shall forfeit their seniority rights and their name shall be struck off the seniority list.
- 13.10 Part-time char **staff** shall not be displaced and may only exercise their seniority by bulletin, except within their own group. Should they exercise their seniority by bulletin, they will only be permitted to return to the char staff group by bulletin.

## ARTICLE 14

### Technological Changes

- 14.1 In changing methods of operation by the introduction or replacement of automatic or semi-automatic equipment or by the elimination or replacement of structures which result in the abolition of operational, clerical or maintenance positions, employees covered by this Agreement who have at least thirty **(30)** cumulative months of service shall be retained in the employment of the Authority, provided:
- a) The Authority may assign an employee whose position has been abolished by such a change, to another vacated or newly-created position in the same Seaway Region, without the necessity of bulletining, provided that the employee's rate of pay will not be affected by the fact that the position is a lower classification and that he may only be assigned to a higher classification in the entry position group.
  - b) An employee whose position is abolished may elect to use Article 13 and retain his former rate of pay provided he displaces an employee in a position which is not lower-rated than the one to which he has been assigned in accordance with a) above.
  - c) An employee who occupies a position under the terms of either a) or b) above, which is lower-rated than his abolished position shall be deemed to bid on future bulletined positions higher-rated than the position he occupies, provided the bulletined positions are not higher-rated than his abolished position and he has the ability to perform the duties of the position. However, a red-circled employee may decline a position without affecting his rate of pay if a junior employee with the same red-circled rate can be assigned to the position,,
  - d) If the **employee** whose position is abolished does not accept a position under the terms of either a) or b) he may elect to use Article **13** without retaining his rate, and the displaced employee, provided he has at least thirty **(30)** cumulative months of service, shall be entitled to avail himself of any of the provisions of this Article.
- 14.2 Any **technological** changes which are contemplated under this Article shall be communicated to the Local Chairperson of the group as per the Canada Labour Code provisions.
- 14.3 The principles of Article 12 in regard to training for promotion without reference to seniority, shall apply to training for reassignments under this Article.

## ARTICLE 15

### Contracting Out

- 15.1 Work traditionally or presently performed by employees covered by this Agreement shall not be contracted out unless the Authority establishes that:
- a) Sufficient qualified employees, whether working or on lay-off, are not available, and the employment of additional qualified workers is not feasible or would be wasteful or inefficient;; or
  - b) An emergency or an exceptional volume of work exists which is beyond Authority resources for the available period of time, for which situation the Authority cannot be held responsible, and provided **the** Authority has taken normal precautions to maintain its equipment:.
- 15.2 Subject to Article 15.1, the Authority further undertakes not to contract out any work which can be efficiently and economically performed by its own employees, equipment and expertise.
- 15.3 Contracting out of work shall not result in reduction of rates of pay nor cause lay-off of employees.
- 15.4 Where the Authority establishes the need to contract out work, the Division Director or his delegate shall give the Local Chairperson as much prior notice as possible, setting out the nature of the work and the reason for going to an outside contractor.
- 15.5 Any grievance arising under this Article may be commenced at Step 2 of the Grievance Procedure under Article 5.

## ARTICLE 16

### Rehabilitation

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

- 16.2 An employee who has acquired two (2) years' seniority and who has become disabled or incapacitated for any reason, and is rendered thereby physically unfit to fill his usual occupation may, on agreement between the Authority and the Union, be permitted to exercise his seniority rights to a position which he is qualified to fill, provided he is able to perform the work of that position, **and** he makes his choice within five (5) days, either:
- i) to displace a junior employee in any classification carrying the same job class (maximum rate) or annual rate of pay as the position from which displaced, or
  - ii) to displace a junior employee in a lower-rated classification.
- 16.3 Every effort shall be made to maintain the income of an employee who has been disabled or incapacitated at the rate of the job he was performing when disabled or incapacitated.
- 16.4 An employee displaced as a result of the application of this Article, shall be permitted to exercise his seniority rights in accordance with Article 13.5.

## ARTICLE 17

### Hours of Service and Meal Periods

- 17.1 Eight (8) consecutive hours of work shall constitute a day's work for maintenance employees. Five (5) days shall constitute a week's work. Except as otherwise mutually agreed between the Authority and the Union, the hours for shift workers shall be as follows:
- 1 st shift - 00:00 midnight to 08:00
  - 2nd shift - 08:00 to 16:00
  - 3rd shift - 16:00 to 00:00 midnight
- 17.2 Shift workers shall be allowed one-half (1/2) hour in which to eat between the ending of the third hour and the beginning of the sixth hour after starting work without deduction of pay.
- 17.3 Except as otherwise mutually agreed between the Union and the Authority, seven and one-half (7-1/2) consecutive hours of work, exclusive of a meal period, shall constitute a day's work, Monday to Friday, **inclusive** for office employees.



17.4 An employee will only be required to provide one meal and this requirement will not apply to employees who are working outside the local area. On overtime work, excluding the meal carried by an employee on scheduled overtime, or by a shift employee on overtime offered on his day of rest, meals shall be supplied by the Authority at normal meal **time** during the day and at maximum five (5) hour intervals until release from the work, provided that the first meal on overtime will be supplied and not paid to the employee. Meal entitlement to be established if an employee works a minimum of two (2) hours before or beyond his scheduled work period. On date of signature, the cost of such meals shall not exceed \$11.00 and payment of \$11.00 in lieu thereof may be made to the employee under this Article,

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

17.5 Employees will be allowed a fifteen (15) minute rest period, morning and afternoon.

## ARTICLE 18

### Overtime

- 18.1 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.
- 18.2 Time worked **by** employees on their scheduled first day of rest in the week shall be paid for as overtime at one and one-half (1-1/2) times their regular rate.
- 18.3 Time worked by employees on their scheduled second day of rest in the week shall be paid for as overtime at double their regular rate.
- 18.4 Shift workers required to work in excess of eight (8) hours during any twenty-four (24) hour period shall be paid for such work at one and one-half (1-1/2) times their regular or acting rate.
- 18.5 Regular working hours of an employee shall not be suspended for the purpose of absorbing overtime.
- 18.6 When two (2) 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.

- 18.7 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 work at least six **(6)** consecutive hours overtime, part of which is past midnight, or who is required to work at least three **(3)** hours past midnight as part of work commencing prior to midnight, or who is required to work at least five **(5)** hours overtime past midnight shall be entitled, upon completion of the work, to eight **(8)** consecutive hours of rest without reduction of pay. Where an employee is called out three **(3)** or more times between the hours of **20:00** and **08:00**, the provisions of this Article shall apply.

## ARTICLE 19

### Call-Out, Stand-By and Premiums

- 19.1 Employees called out to work overtime, other than during their scheduled meal period, shall be paid for a minimum of four **(4)** hours at their regular or acting rate, if this is a greater amount than the overtime pay would otherwise be.
- 19.2 Employees **called** out as described in the preceding Article shall be considered as on continuous time from the time of call until completion of the work, and in addition, such employees shall receive one **(1)** additional hour's pay at their regular or acting rate for return to home from work, provided that travelling time will not be allowed if the call-out **period** is continuous before his assigned work hours.
- 19.3 Employees assigned to shift work shall be paid a premium of forty-eight **(48)** cents per hour worked on the third shift and a premium of sixty-three **(63)** cents per hour worked on the first shift. Shift premium 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 second day shift **(08:00 to 16:00)**.
- 19.4 Shift premiums shall not be added to the wage rates in calculating overtime pay.
- 19.5 Employees required to stand by for a call to work shall be paid for one-sixth **(1/6)** of an hour for each hour of stand-by at their regular or acting rate or at the rate of the position for which they are standing by, whichever is the greater. A stand-by period shall be for a minimum of six **(6)** hours. Employees on stand-by, if they are required to work during the stand-by period, shall be paid for overtime at the applicable rate in addition to the stand-by pay.

- 19.6 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 Authority, and the Authority will pay each employee so transported for the time **used** in travelling from the assembly point to the work site, and, if required, for the time used in transporting him back to the assembly point. In the event that an employee is **authorized**, and agrees to use his or her own automobile for work-related travel on a regular or casual basis in lieu of such transportation, provided the employee maintains the minimum required liability coverage, a **kilometrage** allowance will be paid on the basis of Authority 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** of any journey for which an Authority-owned vehicle was available,,

- 19.7 An employee required to travel on Authority business, other than during his regular working hours, shall be paid while travelling up to a maximum of three (3) hours at his straight time rate or at one and one-half (1-1 /2) times his regular rate if he is travelling on a paid holiday.

## ARTICLE 20

### Paid Holidays

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

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

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

- 20.2 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.

- 20.3 **Should an employee be required to work on any of the above-mentioned holidays, he 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.**

ARTICLE 2 1

Annual Leave

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

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

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

- 21.2 Wages will be paid during annual leave at the rate of an employee's regular classification or at his acting rate if it has been in force for at least fifteen (15) days. For this purpose, up to three (3) days of sick leave or of leave granted in accordance with Article 23.4 shall not constitute a break in the fifteen (15) day qualifying period.

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

- 21.3 **An employee retiring on account of age or disability shall be granted or paid for full annual leave in that year.**

- 21.4 **An employee separated from the service of the Authority in any way other than that provided in Article 21.3 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.**

- 21.5 **Scheduled Vacation Leave shall only be cancelled for unforeseen circumstances. Prior cancellation of approved Vacation Leave will entitle the employee affected to reimbursement of any loss occasioned by the cancellation.**

- 21.6 An employee recalled to work during his scheduled period of annual leave shall be paid for such work at double his regular or acting rate, and he shall be entitled to take annual leave at a later date.

- 21.7 Employees shall receive a vacation bonus in each year of fifty dollars (\$50.00) per week of vacation entitlement for that year and payment shall be made in April. Any bonus paid in excess of entitlement shall be recovered from any amount payable to a separated employee other than a deceased employee.
- 21.8 Employees may carry over to the next calendar year ten (10) days or one-half (1/2) of the previous year's vacation leave entitlement. Any extension will require the approval of the Authority.
- 21.9 Employees covered by this Agreement shall be advised in January of each year of their balance of annual leave credits.

## ARTICLE 22

### Sick Leave

- 22.1 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.
- 22.2 Unused sick leave shall accumulate throughout an employee's employment with the Authority.
- 22.3 a) The granting of sick leave may be conditional upon the production of a written declaration from an employee for absences up to a total of nine (9) days in a year except for absences in excess of three (3) continuous days.
- b) Any absence in excess of three (3) continuous days, and all absences in excess of the nine (9) days granted conditionally upon the employee's written declaration, require a certificate from a qualified medical practitioner. Upon proof of the cost of obtaining such a certificate, an employee shall be reimbursed by the Authority.
- c) Any absence supported by a medical certificate is excluded from the total of nine (9) days that are granted conditionally upon the employee's written declaration.
- 22.4 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.
- 22.5 Sick leave may be substituted for annual leave where it can be established by the employee that an illness occurred while on annual leave.
- 22.6 Employees may opt to use in the form of annual leave one-third (1/3) of the unused sick leave credits of the previous year or to receive payment at their regular rate of pay for one-half (1/2) of these unused sick leave credits, provided this use or payment does not reduce the total sick leave accumulation below fifteen (15) days. Such option must be made during January of each year and payments shall be made in April.

- 22.7 Employees covered by this Agreement shall be advised in January of each year of their balance of sick leave credits.

## ARTICLE 23

### Personal Leave

**Note: Articles 23.1 to 23.7 of the 1992 - 1994 Collective Agreement pertaining to Special Leave will apply up to December 31, 1995; on January 1, 1996 these Articles will be abrogated and replaced by the following concerning Personal Leave.**

23.1 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.

23.2 An employee retiring on account of age or disability shall be granted or paid for full Personal Leave in that year.

23.3 An employee separated from the service of the Authority in any way other than that provided in Article 23.2 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.

### 23.4 Bereavement Leave

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

**23.5 Witness or Jury Duty Leave**

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

**23.6 Leave for Public Office**

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

**ARTICLE 24**

**Health and Welfare**

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

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

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

- 24.2 The Authority will contribute towards the cost of a health and welfare program for its employees on the following basis :**

Family Coverage --	\$145.00
Single Coverage --	\$ 57.00

To this extent and insofar as applicable legislation permits, the Authority will pay the cost of:

- a) a dental plan, as agreed between the parties,
- b) premiums for major medical coverage as agreed between the parties.

If the total cost of these items exceeds the agreed Authority contribution, the balance will be deducted from pay. If any item is not applicable or in any case if the total cost does not exhaust the agreed Authority contributions, then the balance will be added to pay to a maximum of \$15.00 Family, and \$11.00 Single.

- 24.3 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.
- 24.4 There shall be a joint Consultative Committee composed equally of Authority and Union representatives which shall meet at least once each year in the month of September to review health and welfare coverage.
- 24.5 A long term Disability Plan as agreed between the parties, the policy of which is held by the Union, shall be administered by the Employer. The premiums shall be paid through deductions on the wages of the participants and the plan will be implemented following reception of a notice from the Union's National Office on the bargaining unit's choice to participate or not in the plan.

## ARTICLE 25

### Discipline and Discharge

- 25.1 Employees covered by this Agreement will not be disciplined or discharged until the charges against them have been investigated and substantiated. If an employee under investigation and subject to discipline is required to submit a written report, he will be allowed up to twenty-four (24) hours to submit the report.
- 25.2 An employee's Section Head 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 at least twenty-four (24) hours' advance notice of the purpose of the meeting and of his entitlement to Union representation.
- 25.3 An employee's Section Head may give written reprimands but suspension or dismissal may only be imposed after the hearing of a charge by a Regional Vice-President or his delegate.
- 25.4 A charged employee may be held out of service by his Section Head for a period not to exceed three (3) days, pending investigation by the Regional Vice-President or his delegate and the officer ordering the holding out of service must immediately advise the employee in writing of the charge or charges against him.
- 25.5 Charges referred to the Regional Vice-President or his delegate, shall be investigated by him, as soon as possible, at a hearing at which the charged employee is entitled to be present and to be represented by no more than two (2) Union representatives.





- 25.6 The Regional Vice-President or his delegate shall decide whether a charge referred to him is substantiated, and, if so, the discipline to be imposed, or whether the charged employee is exonerated. In the event his decision involves suspension or dismissal, he shall, within three (3) days of the hearing, notify the charged employee and his Local Chairperson, in writing, of the decision.
- 25.7 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.
- 25.8 An employee's service record shall be deemed to be clear, if no discipline involving loss of pay has been imposed and if no other discipline has been imposed within twelve (12) previous months, and, in any case, the Authority may grant an application from an employee with a clear service record for the previous twenty-four (24) months to have his service record deemed to be clear.
- 25.9 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**.

## ARTICLE 26

### Retirement and Separation Gratuity

- 26.1 The provisions of Part I of the Public Service Superannuation Act shall apply to employees covered by this Agreement.
- 26.2 An employee who is being separated for any reason other than "dismissal" or "lay off with recall rights" may be paid a Separation Gratuity equal to payment at his regular rate of pay of three-quarters (3/4) of the total of his accumulated sick leave and special leave credits, and this provision will apply to a deceased employee and the benefit may be **paid** to his estate.

## ARTICLE 27

### Duration and Renewal

This Agreement **shall** remain in effect until December 31, 1996 and thereafter subject to ninety (90) calendar days' notice in writing from either party of its desire to revise, amend or terminate, such notice may be served at any time subsequent to September 30, 1996.

In witness hereof, the following have signed:

FOR:

**THE ST. LAWRENCE SEAWAY  
AUTHORITY**



**G.R. Stewart**  
President



**J. Lafleur**  
Authority Spokesperson



**A. Mageau**  
Manager, Human Resources Services  
Corporate Services

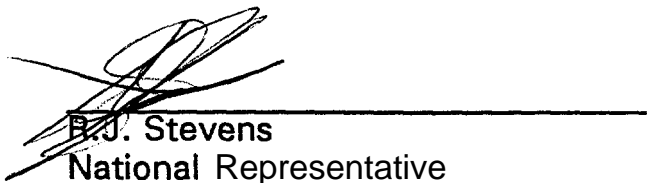


**M. Latour**  
Employee Relations Officer

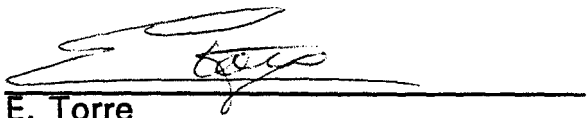
**THE NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA**



**H. Mitic**  
Assistant to the President



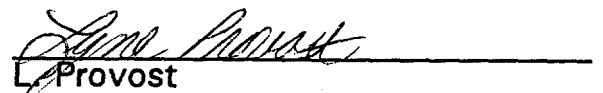
**B.J. Stevens**  
National Representative



**E. Torre**  
National Representative



**G. Martel**  
Member, Negotiating Committee  
Local 4324



**L. Provost**  
Member, Negotiating Committee  
Local 4324

**CORNWALL - APPENDIX "A"**  
**CLERICAL, TECHNICAL AND STORES EMPLOYEES**  
**37-1/2 HOUR WEEK**  
**SALARIES EFFECTIVE JANUARY 1, 1995**

JOB CLASS	CLASS CODE	STEP 1		CLASS CODE	STEP 2		CLASS CODE	STEP 3	
17	E171	\$46,000.50	\$23.59	E172	\$47,482.50	\$24.35	E173	\$49,335.00	\$25.30
16	E161	\$44,596.50	\$22.87	E162	\$45,903.00	\$23.54	E163	\$47,638.50	\$24.43
15	E151	\$42,978.00	\$22.04	E152	\$44,323.50	\$22.73	E153	\$46,039.50	\$23.61
14	E141	\$41,457.00	\$21.26	E142	\$42,822.00	\$21.96	E143	\$44,440.50	\$22.79
13	E131	\$39,955.50	\$20.49	E132	\$41,203.50	\$21.13	E133	\$42,783.00	\$21.94
12	E121	\$38,571.00	\$19.78	E122	\$39,955.50	\$20.49	E123	\$41,457.00	\$21.26
11	E111	\$37,245.00	\$19.10	E112	\$38,571.00	\$19.78	E113	\$40,014.00	\$20.52
10	E101	\$35,919.00	\$18.42	E102	\$37,245.00	\$19.10	E103	\$38,649.00	\$19.82
09	E091	\$34,885.50	\$17.89	E092	\$35,919.00	\$18.42			
08	E081	\$33,754.50	\$17.31	E082	\$34,885.50	\$17.89			
07	E071	\$32,701.50	\$16.77	E072	\$33,754.50	\$17.31			
06	E061	\$31,746.00	\$16.28	E062	\$32,701.50	\$16.77			
05	E051	\$30,732.00	\$15.76	E052	\$31,746.00	\$16.28			
04	E041	\$29,718.00	\$15.24	E042	\$30,732.00	\$15.76			
03	E031	\$28,723.50	\$14.73	E032	\$29,718.00	\$15.24			
02	E021	\$27,865.50	\$14.29	E022	\$28,723.50	\$14.73			
01	E011	\$26,793.00	\$13.74	E012	\$27,865.50	\$14.29			

**CORNWALL -APPENDIX "A"**  
**CLERICAL, TECHNICAL AND STORES EMPLOYEES**  
**37-1/2 HOUR WEEK**  
**SALARIES EFFECTIVE JANUARY 1, 1996**

JOB CLASS	CLASS CODE	STEP 1		CLASS CODE	STEP 2		CLASS CODE	STEP 3	
17	E171	\$46,351.50	\$23.77	E172	\$47,833.50	\$24.53	E173	\$49,686.00	\$25.48
16	E161	\$44,947.50	\$23.05	E162	\$46,254.00	\$23.72	E163	\$47,989.50	\$24.61
15	E151	\$43,329.00	\$22.22	E152	\$44,674.50	\$22.91	E153	\$46,390.50	\$23.79
14	E141	\$41,808.00	\$21.44	E142	\$43,173.00	\$22.14	E143	\$44,791.50	\$22.97
13	E131	\$40,306.50	\$20.67	E132	\$41,554.50	\$21.31	E133	\$43,134.00	\$22.12
12	E121	\$38,922.00	\$19.96	E122	\$40,306.50	\$20.67	E123	\$41,808.00	\$21.44
11	E111	\$37,596.00	\$19.28	E112	\$38,922.00	\$19.96	E113	\$40,365.00	\$20.70
10	E101	\$36,270.00	\$18.60	E102	\$37,596.00	\$19.28	E103	\$39,000.00	\$20.00
09	E091	\$35,236.50	\$18.07	E092	\$36,270.00	\$18.60			
08	E081	\$34,105.50	\$17.49	E082	\$35,236.50	\$18.07			
07	E071	\$33,052.50	\$16.95	E072	\$34,105.50	\$17.49			
06	E061	\$32,097.00	\$16.46	E062	\$33,052.50	\$16.95			
05	E051	\$31,083.00	\$15.94	E052	\$32,097.00	\$16.46			
04	E041	\$30,069.00	\$15.42	E042	\$31,083.00	\$15.94			
03	E031	\$29,074.50	\$14.91	E032	\$30,069.00	\$15.42			
02	E021	\$28,216.50	\$14.47	E022	\$29,074.50	\$14.91			
01	E011	\$27,144.00	\$13.92	E012	\$28,216.50	\$14.47			

**CORNWALL - APPENDIX "A"**  
**CLERICAL, TECHNICAL AND STORES EMPLOYEES**  
**37-1/2 HOUR WEEK**  
**SALARIES EFFECTIVE JULY 1, 1996**

JOB CLASS	CLASS CODE	STEI 1		CLASS CODE	STEI 2		CLASS CODE	STEI 3	
17	E171	\$46,702.50	\$23.95	E172	\$48,184.50	\$24.71	E173	\$50,037.00	\$25.66
16	E161	\$45,298.50	\$23.23	E162	\$46,605.00	\$23.90	E163	\$48,340.50	\$24.79
15	E151	\$43,680.00	\$22.40	E152	\$45,025.50	\$23.09	E153	\$46,741.50	\$23.97
14	E141	\$42,159.00	\$21.62	E142	\$43,524.00	\$22.32	E143	\$45,142.50	\$23.15
13	E131	\$40,657.50	\$20.85	E132	\$41,905.50	\$21.49	E133	\$43,485.00	\$22.30
12	E121	\$39,273.00	\$20.14	E122	\$40,657.50	\$20.85	E123	\$42,159.00	\$21.62
11	E111	\$37,947.00	\$19.46	E112	\$39,273.00	\$20.14	E113	\$40,716.00	\$20.88
10	E101	\$36,621.00	\$18.78	E102	\$37,947.00	\$19.46	E103	\$39,351.00	\$20.18
09	E091	\$35,587.50	\$18.25	E092	\$36,621.00	\$18.78			
08	E081	\$34,456.50	\$17.67	E082	\$35,587.50	\$18.25			
07	E071	\$33,403.50	\$17.13	E072	\$34,456.50	\$17.67			
06	E061	\$32,448.00	\$16.64	E062	\$33,403.50	\$17.13			
05	E051	\$31,434.00	\$16.12	E052	\$32,448.00	\$16.64			
04	E041	\$30,420.00	\$15.60	E042	\$31,434.00	\$16.12			
03	E031	\$29,425.50	\$15.09	E032	\$30,420.00	\$15.60			
02	E021	\$28,567.50	\$14.65	E022	\$29,425.50	\$15.09			
01	E011	\$27,495.00	\$14.10	E012	\$28,567.50	\$14.65			

**CORNWALL - APPENDIX "A"**  
**CLERICAL, TECHNICAL AND STORES EMPLOYEES**  
**37-1/2 HOUR WEEK**

- NOTE:** 1. Step 1 to be applied to employees on first six (6) months of employment.
2. Progression from Step 2 to Step 3 will take place after the employee has been at Step 2 for six (6) months.
3. An employee in receipt of a Red Circle Rate at the introduction of the Job Evaluation Plan shall retain his salary and his right to general increases.
4. Hiring rate for job classes 01, 02 and 03 shall be as follows:

**SALARIES EFFECTIVE :**

JOB CLASS	CLASS CODE	JANUARY 1, 1995		CLASS CODE	JANUARY 1, 1996		CLASS CODE	JULY 1, 1996	
03	E03E	\$27,865.50	\$14.29	E03E	\$28,216.50	\$14.47	E03E	\$28,567.50	\$14.65
02	E02E	\$26,793.00	\$13.74	E02E	\$27,144.00	\$13.92	E02E	\$27,495.00	\$14.10
01	E01E	\$25,720.50	\$13.19	E01E	\$26,071.50	\$13.37	E01E	\$26,422.50	\$13.55

The hiring rate above is applicable only during the probation period as provided for in Article 10.

**MAINTENANCE EMPLOYEES - 40 HOUR WEEK**

CLASSIFICATION	CLASS CODE	JANUARY 1, 1995		CLASS CODE	JANUARY 1, 1996		CLASS CODE	JULY 1, 1996	
Cleaner (Part-time)	F06	\$28,787.20	\$13.84	F06	\$29,161.60	\$14.02	F06	\$29,536.00	\$14.20
Maintenance Person II	F07	\$35,152.00	\$16.90	F07	\$35,526.40	\$17.08	F07	\$35,900.80	\$17.26
Maintenance Person II/Spare	F02	\$35,152.00	\$16.90	F02	\$35,526.40	\$17.08	F02	\$35,900.80	\$17.26
Maintenance Person III	F08	\$36,587.20	\$17.59	F08	\$36,961.60	\$17.77	F08	\$37,336.00	\$17.95

## EDUCATION FUND

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

C.A.W. Paid Education Leave Program,  
R.R. #1,  
Port Elgin, Ontario,  
N0H 2C9.

## **SOCIAL JUSTICE FUND**

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

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





202 Pitt Street,  
Cornwall, Ontario.  
K6J 3P7.

May 14, 1985.

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

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

Dear Mr. Johnston:

Re: VDT's

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

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

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

.../2

Canada

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

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

#### Pregnant Operator

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

#### Eye Examinations

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

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

May 14, 1985.

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

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

Sincerely yours,



Camille G. Trépanier,  
Director of Personnel  
and Administration.

CGT/pf

**MEMORANDUM OF AGREEMENT**

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

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

**COMPENSATORY LEAVE**

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

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

**COMPENSATORY LEAVE**

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

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

**COMPENSATORY LEAVE**

1995	5 Days
1996	4 Days
1997	2 Days
1998	1 Day
1999	0 Day

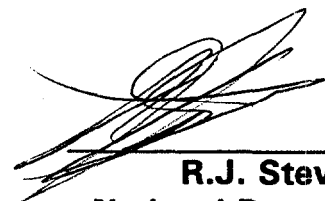
These Compensatory Leave credits may be converted to a cash payment as per the Memorandum of Agreement on payment for Paid Holidays reached on June 5, 1995.

**B.** Commencing September 30, 1996, provided a Long Term Disability Insurance Plan applicable to all employees included in the Bargaining Units and paid by such employees through payroll deductions is then in force, the Authority agrees to pay a premium of \$0.30 per hour on all regular hours paid to employees of the Bargaining Units. If the Plan is not in force on September 30, 1996, the aforesaid premium shall not be paid until it is in force; furthermore, if the Plan for any reason is no longer in force, the premium shall be discontinued immediately.

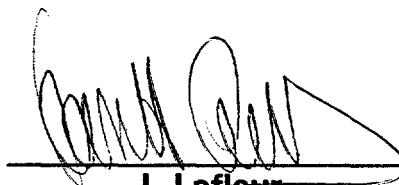
**C.** In consideration of the above, the provisions of Article 20.7 of the 1992-1994 O & M Agreement remain in force until December 31, 1995 and are abrogated effective January 1, 1996.

AGREED TO ON THIS 31st DAY OF January, 1996

**FOR THE C.A.W.**

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

**FOR THE S.L.S.A.**

  
\_\_\_\_\_  
**J. Lafleur**  
Authority Spokesperson

## HARASSMENT

The St. Lawrence Seaway Authority's policy on Harassment in the Workplace applies; for **information** purposes, the **C.A.W.'s** policy regarding Harassment follows.

**POLICY LETTER/CIRCULAIRE ADMINISTRATIVE**

**NATIONAL EXECUTIVE BOARD/LE BUREAU EXÉCUTIF NATIONAL**

**Robert White**  
National President  
Le président national

**Robert Nickerson**  
National Secretary-Treasurer  
Le secrétaire-trésorier national

**Claude Ducharme**  
Quebec Director  
Le directeur québécois

**Ken Gerard**  
Munir Khalid

**Peter Kennedy**  
Dave Broadbent

**Frank McNally**  
Ronie Baker

**Ken Ouellet**  
John Clout

**Jean-Pierre Fortin**

Letter No. 7

10 June 1988

**HARASSMENT IN THE WORKPLACE**

**To: All Local Union Presidents, Recording Secretaries,  
Unit Chairpersons and National Representatives  
CAW-Canada**

**Greetings:**

The National Executive Board at its meeting on June 2, 1988 adopted the following policy regarding "Harassment in the Workplace". I would ask each and every local union to circulate this policy throughout the workplace, display on their union bulletin boards and have it published in their local union newspapers.

We are presently preparing a video and other educational material regarding this policy, that will be ready for distribution at our upcoming Constitutional Convention in November, 1988.

We will need the cooperation of all local union leadership to help create a workplace environment free of harassment.

**HARASSMENT IN THE WORKPLACE**

Harassment is not a joke. It is cruel and destructive behaviour against others that can have devastating effects. Harassment by co-workers in particular is contrary to our basic union principles of solidarity and equality.

It is an expression of perceived power and superiority by the harasser(s) over another person, usually for reasons over which the victim has little or no control: sex, race, age, creed, colour, marital status, sexual preference, disability, political or religious affiliation, or place of national origin.

Harassment on any of these grounds can be made the basis of a complaint to most provincial and federal human rights commissions.

Harassment can be defined as any unwelcome action by any person, in particular by management or a co-worker, whether verbal or physical, on a single or repeated basis, which humiliates, insults or degrades.

"Unwelcome" or "unwanted" in this context mean any actions which the harasser knows or ought reasonably to know are not desired by the victim of the harassment.

Sexual harassment is any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.

Racial harassment is any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive actions, jokes or other unwanted comments or acts.

By pitting certain groups of workers, such as women or ethnic minorities, against others, harassment

205 PLACER COURT, NORTH YORK, WILLOWDALE, ONTARIO M2H 3H9 PHONE (416) 497-4110

National Automobile, Aerospace and Agricultural Implement Workers Union of Canada. (CAW-Canada)  
Syndicat national des Travailleurs et Travailleuses de l'Automobile, de l'Aéronautique et de l'Outillage agricole et forestier.

creates a climate of intolerance and division among the membership. By eroding our unity and strength, it can weaken our effectiveness at the bargaining table or on a picket line.

It is the responsibility of management to ensure that the workplace is free of harassment. But just leaving the issue up to management is not good enough.

Our goal as a union must be to help create a workplace environment free of harassment. That means not only dealing with complaints what they arise, but also watching for instances of harassment and confronting the source.

The role of the local union is crucial in combatting harassment. If a worker believes that he or she is being harassed at work and wants help, the incident must be brought to the immediate attention of the unit chairperson and the local union president.

The experience of harassment can be overwhelming for the victim. People often react with shock, humiliation and intense anger. Therefore, the victim of harassment may not always feel comfortable going through the normal channels for resolving such a problem.

Because of the sensitive, personal nature of harassment complaints, especially racial and sexual, harassment, the victim may prefer initially to seek other assistance. This could be any local union elected person or official, including members of the women's committee, human rights committee and affirmative action committee. This person could assist the harassment victim in bringing the incident(s) to the attention of the top local union leadership.

The local union president and the unit chairperson must contact the CAW national representative, and if necessary, they will meet with a senior company representative(s) to carry out an investigation. The issue must be handled with confidentiality, and is to be resolved within 10 working days of notifying the unit chairperson and local union president.

The national representative must notify the CAW national office about the complaint and its resolution.

Any resolution of a harassment complaint must reflect the serious nature of such acts, and send a clear signal that they will not be tolerated.

All of us as union members must challenge harassment whenever it occurs. We must ensure that the dignity of our brothers and sisters is not threatened by harassment.

Fraternally yours,

  
ROBERT WHITE  
President

RW:JO:MK:AC  
opeiu343



## MEMORANDUM OF AGREEMENT

In the event of the closure by the Authority of the Cornwall Corporate Services facility, it is hereby understood and agreed between the **St. Lawrence** Seaway Authority and the National Automobile, Aerospace, Transportation and General Workers Union of Canada

- that the Authority will provide one hundred and twenty (120) days notice to the Union of the decision to close the facility
- that, where positions are transferred from the Cornwall facility to another location, the incumbents shall retain such positions and be transferred with their position
- that employees whose positions are abolished may be reassigned by the Authority to any vacant or newly created position within the Authority, subject to the provisions of the other collective agreements
- that the employees relocated to other positions shall be paid removal expenses as per the Authority's relocation policy
- that the Authority and the Union shall meet to resolve conditions of seniority and integration of employees at the new location/locations of reassignment as well as retirement/severance and other specific issues.

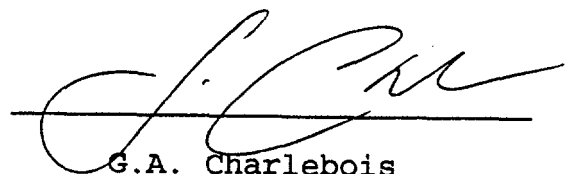
Signed in **Cornwall** this **31st** day of August, **1995**

For the **C.A.W.**

For the Authority



R. J. Stevens



G.A. Charlebois