



Marine Atlantic
Marine Atlantique

Canada

AGREEMENT "C"

between

MARINE ATLANTIC INC.

and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION and
GENERAL WORKERS UNION of CANADA (CAW-Canada)**

JANUARY 1, 2008

TO

DECEMBER 31, 2010



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ARTICLE 1 COVERAGE

- 1.1 Unless otherwise provided, this Agreement covers all Plant Maintenance employees for whom rates of pay are provided herein.
- 1.2 The use of the masculine gender includes the feminine and vice versa. The use of the word "days" will mean calendar days unless otherwise indicated herein.
- 1.3 The word "employee" used herein shall be understood to mean any employee holding seniority under this Agreement.
- 1.4 **Nothing contained in this agreement shall be construed as to render null and void the obligations of the signatories under the provisions of any applicable Government legislation or regulation.**

ARTICLE 2 HOURS OF SERVICE AND MEAL PERIOD

- 2.1 (a) Except as otherwise provided, eight consecutive hours of service, exclusive of meal period, (which shall be one hour unless otherwise arranged) shall constitute one day.
- (b) For vacation purposes only, when a minimum of four hours is worked on a rest day, these hours shall be calculated towards a day of cumulative compensated service (CCS). Example if 4 hours is worked on one rest day and 4 hours is worked on another rest day, a day shall be added to the CCS for calculation of vacation under Article 20.1.

This calculation will start 1 May 2006 for hours worked on rest days after that date.

- 2.2 Employees may be assigned to work eight consecutive hours and allowed 20 minutes for lunch without deduction of pay.
- 2.3 (a) Shifts shall be established in accordance with operational requirements. Regular assignments shall have a fixed starting time on each day, and wherever possible, such starting time will be the same on all days of the assignment.
- (b) When the starting time of an assignment is to be changed, at least 48 hours' advance notice will be given to the employees affected and shall be provided in writing to the local union representative.

- 2.4 The 48 hours' advance notice in respect of changes in starting time contained in Article 2.3 may, by mutual consent between the employees affected and their immediate supervisor, be reduced in any particular situation to meet local conditions.
- 2.5 Any change in starting time is subject to employees being afforded eight hours' rest between tours of duty.
- 2.6 In changing or establishing starting times, due consideration will be given to the availability of public transportation, when applicable.
- 2.7 When eight hours of continuous service are required in regular operations, twenty minutes will be allowed in the fifth or sixth hour of service for a meal without loss of pay when the nature of the service permits.
- 2.8 Employees, while assigned to any job and available for service, shall be allowed the minimum number of hours which constitutes a day's work at pro rata rates, for which such number of hours work may be required for each day so assigned, exclusive of rest days and holidays.
- 2.9 Employees called to work outside of their regular working limits, requiring their absence beyond regular working hours, shall be given an opportunity to procure meals when necessary and practicable; no employee shall be required to work a continuous period of more than six hours without food.
- 2.10 Electricians paid on the Basis of 181.3 Hours
Per Four-Week Period

- (a) At points where a special arrangement of hours is mutually agreed upon to meet the requirements of service, this employee shall be allowed 181.3 hours per four-week period comprised of 160 hours at straight time and 21.3 hours at time and one-half at the hourly rate provided for electricians. If required to work in excess of 181.3 hours per four-week period, such hours shall be paid for as follows:

Actual overtime hours worked in excess of 160 hours will be accumulated over a twelve-week period.

If these total overtime hours worked exceed 63.9 (comprised of 21.3 hours x 3 four-week periods) such additional hours worked in excess of 63.9 will be paid for at the rate of time and one-half at the conclusion of the twelve-week period.

The work hours may be mutually arranged to suit conditions, and less than eight hours may be specified for certain days.

NOTE:

Should an employee take a position paid on this basis and remain on such position for a period of less than 12 weeks, the period so engaged will be recognized as the accumulation period for that employee. In such circumstances, overtime compensation will be calculated in relation to the total overtime hours worked pro-rated over the number of weeks actually engaged during the 12-week period. This does not apply to employees who work for periods of less than one week.

- (b) Such employees shall be assigned one regular rest day per week, Sunday if possible, and service on such assigned rest day shall be governed by Article 8. Hours paid for on such assigned rest day shall not be included in computing the 181.3 hours per four-week period.

2.11 Applicable to Groups D, E & F only:

- (a) Where three (3) eight-hour shifts are worked, the hours for commencing duty shall be between 7 a.m. and 8 a.m.; 3 p.m. and 4 p.m., and 11 p.m. and midnight.
- (b) Where one or two shifts per twenty-four (24) hours are worked: Day work - 8 hours between 7 a.m. and 5 p.m. Night work - 8 hours between 7 p.m. and 7 a.m.
- (c) Where one, two or three shifts are employed, a meal period of twenty (20) minutes will be allowed without deduction in pay, commencing within the fifth hour of duty on each shift. By agreement between the representatives of the Company and the recognized representatives of the employees, it may be arranged to extend the meal period to thirty (30) minutes or one (1) hour for the employees on the day shift, the period in addition to twenty (20) minutes to be without pay.

ARTICLE 3 HOURS OF REST

- 3.1 Except in cases of emergencies, employees shall not be required to work more than sixteen hours continuously without a rest of eight hours.
- 3.2 If an employee is required to work sixteen hours continuously prior to their scheduled shift and the employee is sent home for rest, any rest hours that fall within that scheduled shift shall be paid at the regular rate for that shift.

ARTICLE 4 WORK WEEK

- 4.1 The work week for all employees covered by this Agreement, unless otherwise excepted herein, shall be forty hours consisting of five days of eight hours each, with two consecutive rest days in each seven, subject to the following modifications: the work weeks may be staggered in accordance with the Company's operational requirements. This Article shall not be construed to create a guarantee of any number of hours or days of work not provided for elsewhere in this Agreement.
- 4.2 The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for laid-off or unassigned employees shall mean a period of seven consecutive days starting with Monday.
- 4.3 Various work cycle arrangements may be established by mutual agreement between the proper officer of the Company and the Union. Such work cycle variations may include 10 work days followed by 4 rest days, 15 work days followed by 6 rest days, 8 work days (10 hours each) followed by 6 rest days, etc. Where such agreement is reached the parties will make a joint application to the Minister of Labour in accordance with the provisions of the Canada Labour Code.

It is understood that the various work cycle arrangements are for the purpose of meeting the Company's operational requirements or to provide employees working long distances from home sufficient time to return home on their rest days.

ARTICLE 5 ASSIGNMENT OF REST DAYS

- 5.1 Except as otherwise provided, employees shall be assigned two (2) rest days in each seven (7). The rest days shall be consecutive as far as is possible consistent with the establishment of regular relief assignments and the avoidance of working an employee on an assigned rest day. Preference shall be given to Saturday and Sunday and then to Sunday and Monday. In any dispute as to the necessity of departing from the pattern of two consecutive rest days or for granting rest days other than Saturday and Sunday or Sunday and Monday, it shall be incumbent on the Company to show that such departure is necessary to meet operational requirements and that otherwise additional relief service or working an employee on an assigned rest day would be involved.

5.2 In the event that a situation arises which makes it impracticable to assign consecutive rest days, the following procedure shall be followed:

- a) All possible regular relief positions shall be established pursuant to Article 6.
- b) Possible use of rest days other than Saturday, Sunday or Monday, where these may be required under this Agreement, shall be explored by the parties.
- c) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
- d) If the foregoing does not solve the problem, then some of the relief or extra men may be given non-consecutive rest days.
- e) If, after all the foregoing has been done, there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two non-consecutive days off.
- f) Accumulation of rest days shall be considered. Where it is not reasonably practicable to provide regular relief each week, the rest day or days for which relief is not provided may be accumulated and granted at a later date. Such accumulation shall not exceed five (5) days and rest days so accumulated shall be allowed consecutively when five (5) days have been accumulated. However, the accumulation of a greater number of rest days and their allowance at longer intervals may be arranged by mutual agreement between the proper officer of the Company and the Union.
- g) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.

ARTICLE 6 RELIEF ASSIGNMENTS

6.1 All possible regular relief assignments with five days' work per week and two consecutive rest days (subject to Article 5.2) shall be established to perform necessary relief work or to perform relief work on certain days and such types of other work on other days as may be assigned under this Agreement.

- 6.2 Where situations exist making it impracticable to establish relief assignments in accordance with the above, the proper officer of the Company and the Union concerned may, by mutual agreement, arrange for relief assignments on such other basis as may be suitable. Consent to such proposed arrangements shall not be unreasonably withheld in cases where otherwise employees would be required to work on assigned rest days or unreasonable travel time would be involved.
- 6.3 Regular relief assignments may on different days have different starting times, duties and work locations, provided such starting times, duties and work locations are those of the employee or employees relieved.

ARTICLE 7 EMPLOYEES ASSIGNED TO HIGHER-RATED AND LOWER-RATED POSITIONS

- 7.1 Employees temporarily assigned to higher-rated positions shall receive the higher rates while occupying such positions.
- 7.2 Employees temporarily assigned to lower-rated positions shall not have their rates reduced.

ARTICLE 8 OVERTIME AND CALLS

- 8.1 Except as otherwise provided, when employees are required to work in excess of eight hours per day, they shall be paid for overtime on actual minute basis at the rate of time and one-half.
- 8.2 Except as otherwise provided (Article 5.2(f)), work in excess of forty straight time hours or employees working more than 5 days in any work week shall be paid for at one and one-half times the basic straight time rate, except where such work is performed by an employee moving from one assignment to another in exercising their seniority rights, or to or from a laid-off list.
- 8.3 There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for on holidays or for changing shift, be utilized in computing the forty hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

- 8.4 An employee called in case of emergency or a temporary urgency outside of their regularly assigned hours, after having been relieved, shall be paid a minimum of three hours at overtime rates for which three hours of service may be required, but for such minimum shall not be required to perform work other than that of the emergency, and possibly another emergency which might arise subsequent to time of call. If, however, employees are called to commence work less than two hours before regular starting time, the time will be computed continuously with the regular day's work, and the time before the regular starting time shall be paid for at the rate of time and one-half on the minute basis.
- 8.5 Employees shall not be required to suspend work in regular working hours to equalize overtime.
- 8.6 All overtime earned shall be shown as a separate item on the statement of earnings of employees.
- 8.7 A record will be kept of overtime worked and regular employees will be called with the purpose in view of distributing the overtime equally to the extent possible subject to the following conditions:
- (a) An employee is already engaged in the work for which overtime is required;
 - (b) An employee has the qualifications required to perform the overtime work;
 - (c) An employee on duty is immediately available for the overtime work to be performed.
- 8.8 In a case where an employee has missed an overtime opportunity the Local Union and the appropriate Company Officer will meet in order to arrange for the employee to make up the lost overtime opportunity.
- 8.9 For any day in which an employee is approved an eight (8) hour leave for vacation or banked time, that employee shall not be called for overtime in that day unless the overtime call list for qualified employees is exhausted. Should an employee on vacation leave report to work and those hours are within their shift schedule for that day, they will be paid in accordance with Article 20.9.

Should an employee on banked time leave, report to work and those hours are within their shift schedule for that day, they will be paid at the rate of time and one-half their regular rate for all hours worked and a banked day

with pay will be rescheduled at a later date mutually agreed upon between the employee and their immediate supervisor.

If the hours worked are outside of their shift schedule for that day, they will be paid for the hours worked in accordance with the provisions of this Article and a vacation or banked day with pay will be rescheduled at a later date mutually agreed upon between the employee and their immediate supervisor.

ARTICLE 9 GENERAL HOLIDAYS

9.1 The following general holiday provisions shall be applicable in respect of general holiday entitlement.

9.2 An employee who qualifies in accordance with Article 9.4 shall be granted a holiday with pay on each of the following general holidays. When a general holiday falls on an employee's rest day, such holiday shall be moved to the normal working day immediately following the employee's rest day.

New Year's Day

Good Friday

Easter Monday (Nova Scotia)

Victoria Day

Discovery Day (Nfld. only)

Canada Day

First Monday in August

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

NOTE: If the Government of Canada designates "Heritage Day" or such other day as a general holiday, the day so designated by the Government shall be substituted for the First Monday in August.

9.3 If, in any province or part thereof, a holiday is more generally recognized than any one of the holidays specified above, the signatories hereto will substitute such holiday therefore in that province or part thereof. If such signatories fail to agree that such holiday is more generally recognized, the dispute will be submitted to arbitration for final decision.

9.4 In order to qualify for pay for any one of the holidays specified in Article 9.2, an employee:

- (a) must have been in the service of the Company and available for duty for at least 30 days. This sub-paragraph (a) does not apply to an employee who is required to work on the holiday;
- (b) must be available for duty on such holiday if it occurs on one of their work days excluding vacation days; and
- (c) must have rendered compensated service on at least 12 shifts or tours of duty during the 30 days immediately preceding the general holiday. This sub-paragraph (c) does not apply to an employee who is required to work on the holiday.

NOTE: Provided that an employee is available for work on the general holiday, absences from scheduled shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualified for weekly sickness benefits and authorized maternity leave will be included in determining the twelve shifts or tours of duty referred to in this clause (c).

Sub-paragraph (b) does not apply in respect of an employee who is laid off or suffering from a bona fide injury or who is hospitalized on the holiday, or who is in receipt of, or who subsequently qualifies for, weekly sickness benefits because of illness on such holiday.

A regularly assigned employee who is required to work on such general holiday shall be given an advance notice of seven (7) calendar days prior to the actual holiday, except for unforeseen exigencies of the service in which case he will be notified not later than prior to the completion of their shift or tour of duty immediately preceding such holiday that their services will be required.

- 9.5 A qualified employee whose vacation period coincides with any of the general holidays specified in Article 9.2 shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday.
- 9.6 An assigned employee qualified under Article 9.4 and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate of their regular assignment.
- 9.7 An unassigned or spare employee qualified under Article 9.4 and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate applicable to the position in which such employee worked their last tour of duty prior to the general holiday.

- 9.8 An employee who is required to work on a general holiday shall be paid, in addition to the pay provided in Article 9.6, at a rate equal to one and one-half times their regular rate of wages for the actual hours worked by him on that holiday with a minimum of three hours for which three hours' service may be required, but an employee called for a specific purpose shall not be required to perform routine work to make up such minimum time.
- 9.9 Where an employee is paid a guarantee of a specified number of hours per four-week period and who works on the holiday, the general holiday with pay specified in Article 9.6 shall be paid in addition to the regular compensation for such four-week period.
- 9.10 Holiday Pay For Electricians Paid on the Basis of 181.3 hours per four-week period (Article 2.10).

No Work Performed on General Holiday

- (a) When a general holiday falls on other than a rest day (seventh day) and the employee who by agreement with the proper officer of the Company is not subject to call and does not work on that day, such employee is credited with 8 hours for the holiday not worked, which time is included in making up the 4-week guarantee.
- (b) When a general holiday falls on a regular work day or on a call day (sixth day), and the employee is subject to call and is available to work on that day, such employee is allowed 8 hours for the holiday not worked in addition to the 4-week guarantee.

Work Performed on General Holiday

- (c) When a general holiday falls on a regular work day or on a call day (sixth day), and the employee works on that day, such employee is credited with one and one-half times the actual hours worked with a minimum of four and one-half straight-time hours. Such hours shall be included in making up the four-week guarantee. In addition, the employee will be paid eight hours at the pro rata hourly rate for the holiday, which time is excluded in making up the four-week guarantee. Service on such day shall be confined to work of an emergency nature or for the maintenance of customers' service.
- 9.11 Shifts or tours of duty commencing between 2400 hours midnight on the eve of the general holiday and 2359 hours on the night of the general holiday, both times inclusive, shall be considered as work on that holiday.

ARTICLE 10 TRAVELLING AND SERVICE AWAY FROM HOME TERMINAL

- 10.1 Regularly assigned employees required by the Company to travel and perform service away from their home terminal will be reimbursed any necessary actual expenses incurred.
- 10.2 Where an automobile allowance is paid, such allowance will be paid in accordance with Company Policy and Procedure.
- 10.3 Employees travelling from one location to another on account of the exercise of seniority, including moving to or from the laid-off list, shall not be entitled to travel time.
- 10.4 Travelling During Work Week

Employees when detained for conveyance and while travelling on passenger trains or other public transportation, on orders of the Company from one work location to another shall be paid for all time travelling between 0600 hours and 2200 hours at the straight time rate if sleeping accommodation is provided; if sleeping accommodation is not provided they shall be paid for all time occupied in travelling at the straight time rate.

(See Understanding No. 2 - Appendix I)

- 10.5 Travelling During Rest Days and/or General Holidays
- (a) If an employee is released from duty and commutes to their place of residence for their rest days and/or general holidays the employee will not be paid travelling time for reporting to the new work location.
- (b) An employee who is required to travel from one work location to another will be paid travelling time in keeping with the provisions of Article 10.4.
- 10.6 In the event employees are required to perform work outside of their regular assigned work hours while travelling to their work location, they shall be paid overtime rates for all time so engaged.
- 10.7 Employees' time spent travelling in Company-operated vehicles outside of assigned hours shall be paid at the time and one-half rate except while travelling as passengers in a bus, truck cab, crew compartment of a highway vehicle, or in other similar suitable equipment provided for the carrying of passengers, when payment will be made at the straight time rate.

- 10.8 Notwithstanding the provisions of Article 10.7 employees' time spent travelling prior to regular starting time shall be paid at time and one-half rate.
- 10.9 The travelling time referred to in Articles 10.7 and 10.8 will not be used in computing daily or weekly overtime.
- 10.10 Employees while performing work at outlying points will be paid on the basis of their regular classification and work assignment in accordance with pertinent provisions of this Collective Agreement. If temporarily transferred to another location they will work and be paid on the basis of the vacancy or position to which transferred.
- 10.11 Employees who are called for service away from their home terminal under this article and upon responding are not sent out of the home terminal, will be paid the minimum call of three hours at overtime rates.
- 10.12 In cases where travel is required to attend training sessions, all time waiting or travelling will be paid at straight time rates.

ARTICLE 11 BULLETINING AND FILLING POSITIONS

- 11.1 Bulletins will be issued as required, for all vacancies where replacements are necessary, new positions, or where additional staff are required for an expected period of 30 working days or more, and posted in places accessible to employees affected on the seniority territory. A copy of each bulletin will be furnished to the Council of Unions and Local Union of the territory involved. **When it is known that there are no qualified employees within the bargaining unit, the Company and the Union will agree to bulletin externally at the same time as the internal process.**
- 11.2 Bulletins will show classification, expected duration, location, rate of pay, closing date (which will be at least 14 days from the date of bulletin), qualifications and officer and location to whom application is to be made.
- 11.3 Employees holding seniority will submit written application to the officer indicated, within the prescribed time, showing pertinent information required. Applicants bidding on more than one position on the same bulletin must state, in order, their preference.
- 11.4 Bulletined positions will be awarded to the senior qualified employee(s) making application, in the prescribed manner, within the allotted time. Notice of such awards will be made within thirty (30) calendar days of the

closing date of the bulletin and posted in places accessible to employees affected. Any appeal against appointment must be made in writing within 28 days from date of issue of award bulletin covering such appointment. The successful applicant will be required and permitted to take over the position without undue delay.

- 11.5 An employee who has applied for a position may cancel their application, provided written cancellation reaches the designated officer prior to the closing date of the bulletin, otherwise they will not be permitted to do so. An employee vacating a position will not be permitted to make application for such position until it again becomes vacant.
- 11.6 Temporary vacancies of less than 30 working days, and bulletined positions pending the assignment of the successful applicant, may be filled temporarily by the senior qualified employee immediately available. An employee who does not desire such assignment to a temporary vacancy of 30 working days or less will not forfeit any seniority, except that the junior qualified employee immediately available must protect such assignments in all instances. Upon completion of such temporary assignments employees will revert to their former position or status, or to another available temporary assignment for which they are senior and qualified.
- 11.7 (a) An employee obtaining a temporary vacancy of thirty working days or more by bid in a higher classification must exercise their seniority on the first permanent vacancy that becomes available in the higher classification and fill such vacancy at the conclusion of the temporary position. If no such permanent vacancy becomes available they must exercise their seniority to displace a junior employee holding a temporary position in the higher classification provided such temporary position is expected to be in existence for thirty working days or more.
- (b) An employee who does not bid on the first permanent vacancy in the higher group or who fails to displace in a temporary position of thirty working days or more as provided for in item (a) above, shall only be permitted to use their seniority in their former lower classification to bid on future positions bulletined in the higher classification.
- (c) An employee who declines to exercise their seniority to fill another position in such higher classification shall revert to their permanent position at the conclusion of the temporary position and forfeit all seniority rights in the higher classification. Such employee will, however, be subject to displacement by an

employee holding seniority in the higher classification. Should that occur, the employee shall be required to revert to their former permanent position and forfeit all seniority rights in the higher classification at the time of displacement.

- (d) An employee who is unable to exercise their seniority to fill another position in such higher classification, shall revert to their former permanent position and retain their seniority rights in the higher classification.
- 11.8 An employee will not be permitted to bid on any temporary vacancy into a lower classification prior to obtaining a permanent position in such classification.
- 11.9 A vacancy created as a result of an employee being on leave of absence for illness or injury which is required to be filled will be advertised as temporary. Should the employee not return to work for a period of one year, the position, if required, will then be advertised as permanent unless otherwise mutually agreed with the Local Union. If such employee returns to work after one year, they will be required to exercise their displacement rights.
- 11.10 An employee claiming a position in the exercise of seniority, who in the judgement of the Company cannot reasonably be expected to qualify to perform the duties required within a period of 30 service days or less, shall not be denied such position by Management without prior consultation with the Local Union Representative. An employee exercising seniority, who, in the judgement of the Company can reasonably be expected to qualify for the position claimed, shall be allowed a trial period which shall not exceed 30 calendar days, except that by mutual agreement between the Local Union and the proper officer of the Company, such period may be extended up to 90 calendar days, in order to demonstrate their ability to perform the work required.

Should an employee be denied a position being claimed in the exercise of seniority, or should they fail to qualify during a trial period, they and their authorized representative of the Local Union will be entitled to receive an explanation in writing from the proper officer of the Company, including the reason for the decision rendered, which shall be subject to appeal in accordance with the grievance procedure.

Where an employee is disqualified from holding a position at any time during the specified trial period, such employee will be returned to their former position. This will not necessitate additional bulletins.

- 11.11 An employee, returning from vacation or leave of absence shall resume their former position or within five working days of their return exercise their seniority to any position bulletined in accordance with Articles 11.1, 11.4 or 11.6 during their absence. When displacing, in accordance with Article 11.6, employees will only be permitted to displace at their terminal. Employees thereby displaced will return to their former assignments, or may exercise their seniority rights to any position awarded under Articles 11.1, 11.4 and 11.6 to a junior employee during the period between their appointment and subsequent displacement.
- 11.12 Forepersons and leading hand positions may be established as required. Temporary vacancies or positions of less than 30 working days shall be filled as required by the senior qualified employee immediately available on that shift. Vacancies or positions of 30 working days or more will be bulletined. Appointments to such positions shall be on the basis of the best qualified employee to fill the position. Where qualifications are equal, the greatest seniority within this collective agreement will govern. No seniority is established as Leading Hand. In case of staff reductions, employees filling positions of Lead Hand may be displaced by senior qualified employees who would otherwise be laid off.

Employees promoted to lead hand will have the necessary * qualifications and experience to be able to direct and supervise the work of a group of employees. The intention is for lead hands, while continuing work in their trade, to oversee and direct the work of groups of employees in specified shops or work areas. Appointments to leading hand positions of 30 working days or more will be made following interview and/or testing of the qualified applicants when bulletined.

- Unlicensed employees listed on Appendix "A" provided to the Union will be grandfathered at the leadhand rate when in that classification.

- 11.13 An employee who obtains a position by bid in a lower classification in their own group when work is available in a higher classification, shall forfeit their seniority in all higher classifications.

11.14 DEFINITIONS

(a) **Foreperson**

An employee who is required to lead, guide and direct other employees in the proper and safe performance of their work. Such employee must interpret drawings, prepare cost estimates, make sketches as well as work at heights and do administrative work. Must possess a valid and appropriate driver's license.

(b) **Tradesperson/Foreperson**

An employee who is required to lead, guide and direct employees in the proper and safe performance of their work. Such employee must interpret drawings, prepare cost estimates, make sketches, work at heights and do administrative work. In addition, they will be required to hold a valid journeyman's license to practice in their respective trade and they must also hold a valid and appropriate driver's licence.

(c) **Skilled Tradesperson**

(Journeyman Carpenter, Plumber, Welder, etc.).

An employee will be required to hold a valid journeyman's license to work in their respective trade. Such employee is required to develop cost estimates, work from drawings and make sketches. In addition, they are required to take-off and order materials, work at heights and may be required to obtain a valid and appropriate driver's license.

(d) ****Carpenter**

An employee qualified to work on buildings, wharves, docks, bridges, culverts, falsework, scaffolding and other related work. Such employee is required to carry out the work of their trade and they must be able to work from drawings and take-off and order materials. They may be required to secure a valid and appropriate driver's license. ** this will apply to grandfathered personnel per Appendix XXIII

(e) **Rough Carpenter**

An employee who is able to handle the necessary tools and is qualified to work on buildings, wharves, docks, bridges, culverts and other related work. Such employee is able to take-off and order materials and work at heights. In addition, they may be required to secure a valid and appropriate driver's licence.

(f) **Painter**

An employee who is qualified in surface preparation and applications of all kinds of coatings. Such employee is required to order materials, erect scaffolding and work at heights. In addition, they may be required to secure a valid and appropriate driver's licence.

(g) **Pipefitters**

- (i) Pipefitters' work shall consist of pipefitting in shops, yards and buildings, power houses, pump houses, and all piping carrying steam, air, oil, gas, water, or any liquids above and below ground; cutting, threading, welding, brazing, bending, flanging, connecting and disconnecting all pipe work by whatever process and all work recognized as pipefitters' work.
- (ii) Any employee who has served an apprenticeship and has a valid journeyman's license as a pipefitter who is qualified and capable of doing pipe work as applied to buildings or machinery, and capable of bending, fitting and brazing of pipe, shall be considered a qualified pipefitter.

(h) **Machinists'**

- (i) Machinists' work shall consist of laying out, fitting, adjusting, shaping, boring, turning, milling, and grinding of materials used in building, assembling, maintaining, dismantling and installing engines operated by diesel or other power, pumps, transfer bridges, cranes, hoists, elevators, pneumatic and hydraulic tools and machinery; scale building, erecting and maintaining shafting and other shop machinery, ratchet and other skilled drilling and reaming; tool and die making, tool grinding and machine grinding; engine inspecting; air equipment work; oxy-acetylene and electric welding on work generally recognized as machinists' work; all piping carrying steam, air, oil, gas, water, or any liquid; cutting, threading, welding, brazing, bending, connecting and disconnecting all pipe work by whatever process presently performed by machinists'; the operation of all machines used in such work, including drill presses and bolt threaders, using a facing, boring or turning head or milling apparatus; Starter motors on trucks and buses, repairs to wiring of ignition for internal combustion engines, and all other work generally recognized as machinists' work.
- (ii) Any employee who has served an apprenticeship and has a valid journeyman's license as a machinist and/or related mechanical trade and who, by their skill and experience, is qualified and capable of laying out and fitting together the parts of any machine, with or without drawings, and competent to do either sizing, turning, shaping, boring,

planing, grinding, finishing, or adjusting the parts of any machine whatsoever shall be considered a qualified machinist.

Additional Functions

Machine Pressing Operations
 Repairing or replacing vehicle tires.
 Removal and application of filters.

(i) **Electricians'**

Electricians' work shall include electric wiring, maintaining, rebuilding, repairing, inspecting and installing all generators, switchboards, meters, motors and controls, motor generators, magnetos, electric welding machines, storage batteries, and welding on work generally recognized as electricians' work. All inside work on public address, shop telephone, fire alarms and electric recording systems, radio equipment and electric clocks, electric lighting fixtures. Inside and outside wiring of shops, buildings, and yards. Constructing, repairing and maintenance of hydro pole lines for service wires and electrical cables overhead and underground together with their supports, wiring on structures, and all electric wiring and conduit work in connection therewith. Magnetic, electronic and all other types of electric control. Electric cable splicers and all other work generally recognized as being electricians' work.

Ramp operators for transfer bridges, ramps and passenger gangways.

- (ii) Any employee who can produce documentation showing proof that they have completed an electrical apprenticeship and have a valid industrial electrician journeyman's license shall be considered a qualified electrician.

Additional Functions

Cleaning and lubricating all electrical equipment.
 Cleaning fixtures and changing light bulbs and tubes.

(j) **Ramp Operator**

- (i) The Ramp Operator's work consists of operating transfer bridges, ramps and passenger gangways and all other work recognized as Ramp Operator work.

When not operating transfer bridges, ramps and passenger gangways Ramp Operators will assist Electricians as required.

When not holding bulletined assignment of Ramp Operator, the Ramp Operator may assist Machinists by mutual agreement by the Union and Management.

When assisting the Machinist during Planned Work Periods, the Ramp Operator will only be assigned overtime when the Machinists overtime call list has been exhausted.

Ramp Operators will not be assigned to assist Machinists when there are Machinists on lay off status.

- (ii) The classification of Electrical Helper will be removed from the agreement and all employees holding seniority on the Electrical Helper Seniority List as at the first of the month following the date of ratification of this agreement, shall be added to the seniority list for Ramp Operator. The seniority list shall be "dove tailed".

NOTE 1: In the case where a vehicle is assigned to a particular gang, two employees in the gang will be required to hold a valid and appropriate driver's licence. Where two vehicles are assigned to a particular gang three employees will be required to hold an appropriate driver's licence.

NOTE 2: The above definitions are for description purpose only and are not intended to restrict or limit the assignment of duties.

NOTE 3: Within this article a Journeyman's license shall mean an interprovincial red seal or a provincial license for the province in which the employee is assigned.

NOTE 4: Employees in the service as at 1 January 2006 in positions requiring journeyman certification shall be grandfathered at the classification rate when occupying the classification. The list of employees covered by this grandfathering note are attached at Appendix B (i) and B (ii).

NOTE 5: **Annually, employees will be provided with a current job description.**

ARTICLE 12 SENIORITY STATUS AND LISTS

12.1 Employees shall be grouped, with classificational seniority within each group, on each of the two basic seniority territories [(1) Nova Scotia (2) Newfoundland] as follows:

<p><u>Group A</u> Rough Carpenter Painter Machine Operator Carpenter** Journeyman Carpenter Foreperson</p>	<p><u>*Group B</u> Tradesperson Tradesperson Foreperson</p>
<p><u>Group D</u> Pipefitters</p>	<p><u>Group E</u> Machinists</p>
	<p><u>Group F</u> Electricians Ramp Operators</p>

*includes Plumbers, Welders etc.

** Applies to grandfathered personnel as per Article 11.14 (d)

12.2 An employee having worked 90 days or less will be considered on probation. Within such period he may, without investigation, be removed for cause which in the opinion of the Company renders him undesirable for its service. If removed for cause, he shall be provided with a written notice following their written or verbal request. An employee shall be regarded as permanently employed on the successful completion of the probationary period.

12.3 A new employee will establish seniority in the classification which he was hired from the date he commences employment in that classification and will establish seniority in all lower rated classifications in the group, for which he is qualified to work. If no exceptions are taken by 31 December in the year established, the seniority dates accorded shall be considered correct and not changed thereafter except by mutual agreement between the signatories to this Agreement.

12.4 An employee will establish seniority in additional groups under this agreement from the date he commences work on a position awarded by bulletin in such group. He will be accorded a similar date in other lower rated classifications in that group, for which he is qualified to work.

- 12.5 When two or more employees commence work in the same seniority group on the same day the procedure for establishing their relative seniority shall be as follows:
- (a) The employee who commenced work at the earliest hour of the day shall be senior;
 - (b) When the employees commenced work at the same hour, the employee who ranked highest on the pre-employment interview shall be senior;
 - (c) All other things being equal they shall be placed on the seniority list as mutually agreed between the signatories to this Agreement.
- 12.6 A seniority list of all employees in each seniority group on each seniority territory, in each classification, will be prepared each year showing name, PIN, service date, seniority date in the group, and other groups in which the employee holds seniority. The list will be posted not later than 31 January of each year in places accessible to employees affected. A copy will be furnished to the Local Union. Service days will be provided to the Local Union Representative.
- 12.7 (a) The name of an employee who has been or is promoted to an official or excepted position or in a supervisory position covered by another collective agreement with the Company will be continued on the seniority lists for the groups from which promoted, and shall retain seniority rights, and subject to item (c), continue to accumulate seniority while so employed. If released from such official or excepted position, employees promoted to temporary official or excepted positions may return to their former position; employees promoted to permanent official or excepted positions may only displace the junior employee or bid a vacancy in their seniority group on their seniority territory.
- (b) Employees promoted temporarily to a non-union official or excepted position, or in a supervisory position covered by another collective agreement with the Company will be subject to dues deductions while working temporarily on this non-union, official or excepted position. In the event there is a legal strike by the Union or a legal lockout of the Union, such employees will be returned to the Union ranks.
 - (c) Employees promoted permanently to such positions will have the option of paying union dues. Employees who elect to pay union dues shall continue to accumulate seniority in the groups from which promoted. Employees who elect not to pay union dues shall cease accumulating seniority but shall retain the seniority rights already

accumulated up to the date upon which they elect to cease paying union dues.

- 12.8 Employees who during the preceding calendar year, have performed no service under this agreement may be removed from the seniority list by agreement between the signatories to this Agreement.
- 12.9 An employee who has been discharged and is subsequently returned to the service, unless reinstated with their former seniority standing, will only be allowed seniority from the date of their return to the service. An employee who is not reinstated with their former seniority standing within one year of the date of their discharge, may only be so reinstated by agreement between the signatories to this Agreement.
- 12.10 In the event of an employee leaving the service when their services rank as are required, upon re-entering the service they shall rank as a new employee.

(See understanding No. 3 Appendix I)

ARTICLE 13 STAFF REDUCTION AND RECALL TO SERVICE

- 13.1 In instances of staff reduction, four working days' advance notice will be given to regularly assigned employees whose positions are to be abolished, except in the event of a strike or work stoppage by employees of the Company, in which case a shorter notice may be given. The Local Union will be supplied with a copy of any notice.
- 13.2 In the event of reduction of staff, senior qualified employees will be retained. Employees laid off, or displaced, will, if qualified, have the right to exercise their seniority on their seniority territory.
- 13.3 When an employee's regular assignment is abolished while **they are** working on a temporary vacancy on completion of the temporary vacancy **they** will be required to exercise their displacement rights onto another regular assignment.
- 13.4 A laid-off employee who desires to return to the service when work is available for **them** must keep their immediate supervisor advised of their address and telephone number, in order that **they** may be readily located.
- 13.5 In the event of a reduction in staff, an employee unable to hold work in their own classification or group on their Income Security Eligibility Territory shall, within fifteen days, if qualified, displace a junior employee in the next lower classification or group on their Income Security

Eligibility Territory in which he has established seniority. After he has exhausted seniority rights on their eligibility territory, he may have the option of:

- (a) taking laid-off status on their eligibility territory
or
- (b) if qualified, displace a junior employee in the next lower classification or group in which he has established seniority on their basic seniority territory.

An employee failing to exercise their seniority within 15 days, unless prevented by illness or other cause for which bona fide leave of absence has been granted, shall forfeit their seniority under this Agreement.

13.6 An employee, who is laid off on account of reduction in staff, and who is unable, in the exercise of seniority, to displace a junior employee on their own seniority territory in accordance with Article 13.5 may, within 30 days, seniority permitting:

- (a) Displace the junior employee in the same seniority group from which laid off on the other seniority territory. An employee who elects to displace in accordance with the foregoing shall carry to the seniority territory to which he transfers only such seniority as he held in the classification from which he was laid off on their former seniority territory; or
- (b) Elect laid-off status.

NOTE: An employee electing to displace in accordance with (a) above, shall, after displacing the junior employee, retain their seniority rights on their former seniority territory in all classes or groups in which he had formerly established seniority. However, if he fails to exercise such seniority at the first opportunity to a position bulletined on their former seniority territory where the work is of an expected duration of ninety days or more, he will forfeit any and all seniority dates held in such former classes or groups. Thereafter he will have the seniority date he carried and seniority dates established on the seniority territory to which he transferred. An employee returning to their former seniority territory shall relinquish all seniority dates held on the seniority territory to which he had transferred. Copies of bulletins shall be furnished the employees concerned.

13.7 When staff is increased or when vacancies of 30 working days or more occur, laid-off employees shall be recalled to service in seniority order in

their respective classifications. Failure to respond to such recall within 15 days of the date an employee is notified by registered mail at their last known address shall result in severance of employment relationship, unless satisfactory reason is given.

- 13.8 Temporary positions or temporary vacancies of under 30 working days' duration shall be filled by qualified laid-off employees living at or near the work location, provided they are immediately available. Laid-off employees shall not be required to accept recall to vacancies of less than 30 days when they have steady employment elsewhere, providing:
- (a) that it is definitely known that the duration of the work will not exceed ninety days;
 - (b) that other laid-off employees in the same seniority group are available;
 - (c) that written application is made to their supervisory officer immediately on receipt of notification to resume duty.
- 13.9 Where an employee is on leave of absence, annual vacation, or absent because of illness or injury, the periods prescribed in this Article shall begin on the date of return to service.

ARTICLE 14 DISCIPLINE

- 14.1 (a) An employee, who has completed their probationary period, will not be disciplined or discharged without an investigation.
- (b) When required to attend an investigation, an employee will be given at least 2 days notice in writing. The notice will include the date, time, place and subject matter of the hearing.
- (c) Where an employee wishes to have up to (2) two *accredited representatives appear with them at a hearing and such a representative cannot be made available for the time set for the hearing, the employee, either directly or through an accredited representative, may seek a delay in the hearing sufficient for the Union to have an accredited representative made available. When an employee requests a change to the date stated in the above notice of investigation, that delay shall not normally be in excess of 14 days. Concurrence to such a request will not be unreasonably withheld by the proper officer of the Company. Application of this provision will not result in a need for a second notice period under the terms of Item (b) above. The following Union Officers will be considered

accredited representatives:

- * National Union Representative
- * The President of the Council of Unions or their Designee
- * The Local Union President
- * The Shop Steward

- (d) Where an employee so wishes, up to (2) two accredited representative may appear with him at the hearing. Prior to the commencement of the hearing, the employee under investigation will be provided with a copy of all the written evidence as well as any oral evidence which has been recorded and which has a bearing on their involvement. The employee and their accredited representative will have the right to hear all of the evidence submitted and will be given an opportunity through the presiding officer to ask questions of the witnesses (including Company Officers where necessary) whose evidence may have a bearing on their involvement. The questions and answers will be recorded and the employee being investigated and their accredited representative will be furnished with a copy of their own the statement.

The employee under investigation may discuss with their accredited representative any questions directly related to and having a bearing on the alleged irregularity under review. However, this practice is not to be abused so as to impede investigation through the employee holding such discussions prior to answering routine questions, such as name, occupation, work location, hours of work, etc. Also, the accredited representative will be permitted to raise questions through the officer conducting the investigation during the course of the investigation. It will be the responsibility of the investigating officer to rule on whether or not such questions are relevant. Whether considered relevant or irrelevant, the question and answer will be recorded.

It is to be emphasized that any advice given by the accredited representative to the effect that the employee under investigation should not answer a relevant question will not be accepted by the officer conducting the investigation. The investigation will be conducted in a proper and dignified manner and at all times under the control of the person conducting the investigation.

- (e) If corrective action:
- (i) Is to be taken, the employee will be so notified in writing of the Company's decision within 28 days from the completion of the employee's investigation, unless otherwise mutually agreed.

Such notification will be given at the same time or after the employee is personally interviewed by the appropriate Company officer (s), unless the employee is not available for such an interview within the time limit prescribed.

- (ii) Is not to be taken, the employee will be so notified in writing of the Company's decision within 28 days from the completion of the employee's investigation, unless otherwise mutually agreed.
- (f) Employees will not be held out of service pending investigation unless:
- (i) the circumstances of the incident are such that there is reason to believe that the employee's continued performance on the job could constitute a hazard to himself, other persons or the operations;
 - (ii) the offence is considered sufficiently serious to warrant such action;
 - (iii) it is essential to carrying out the investigation.
- (g) Except as otherwise mutually agreed, the investigating officer shall be an individual who is in the best position to develop all of the relevant facts, provided such individual is not emotionally involved with the incident.

14.2 In determining corrective action the following shall apply

- a) Records of any corrective action taken shall be added to the employee's personnel file and will be reviewed after two years. If the employee has maintained a record of good conduct for that two-year period, all accounts of minor infractions and corrective action shall be removed from the employee's file. If any additional corrective action was required during this period, all records of this action shall remain on the employee's file until they complete the necessary two-year period of good conduct.

14.3 An employee who is held out of service while under investigation, except in cases where the offence with which charged is of a nature which may result in suspension or dismissal, will be paid for any loss of schedule wages. Suspension will commence from the date the employee is removed from service. Dismissal will be effective on the date the decision is made to dismiss the employee. When an employee is held out of service pending such investigation, the investigation shall not be unduly delayed.

14.4 An appeal against discipline imposed may be initiated at Step II of the grievance procedure. Should discipline after appeal be found to be unjust, resulting in cancellation of such discipline, the employee will be paid at schedule wages for each day lost, exclusive of any amount earned

in other employment. They will also be reimbursed for any reasonable expenses incurred if required to be away from home in connection with the investigation.

ARTICLE 15 GRIEVANCE AND ARBITRATION PROCEDURE

Grievances

- 15.1 A grievance concerning the interpretation, or alleged violation of this Agreement, or an appeal by an employee who believes they **have** been unjustly dealt with shall be handled in the following manner, **the employee should discuss the matter with their immediate management supervisor and their union representative in an attempt to resolve the matter subject to dispute. For a dispute which it is not possible to adjust with the immediate management supervisor**, the procedure for adjustment shall be as follows:

STEP I The aggrieved employee, and 'their duly authorized Union representative' shall present the grievance in writing to the person designated by the Employer within twenty-eight (28) calendar days from the date of the cause of the grievance and a decision shall be rendered in writing within twenty-eight (28) calendar days of receipt of the grievance.

STEP II Within twenty-eight (28) calendar days of receiving the decision under Step I, the proper Union Officer or their designee may request a joint conference with the person designated by the Employer. The request for joint conference must be accompanied by the Union's contention and all relevant information to the dispute involved. The joint conference shall be arranged to take place within twenty-eight (28) calendar days from the time such request is received and a decision shall be rendered in writing within twenty-eight (28) calendar days of the joint conference.

- 15.2 A grievance under Article 15.1 shall include a written statement of the grievance and where it concerns the interpretation or alleged violation of the Collective Agreement, the statement shall identify the Article involved.
- 15.3 A grievance not progressed within the time limits specified shall be considered settled on the basis of the last decision and shall not be subject to further appeal. Where a decision is not rendered by the appropriate officer of the Company within the time limits specified, the grievance may be progressed to the next step in the grievance procedure, except as otherwise provided in Article 15.4.

- 15.4 Where, in the case of a grievance based on a claim for unpaid wages, a decision is not rendered by the designated officer of the Company as outlined in Article 15.1 within the prescribed time limits specified, the claim will be paid. The application of this Article shall not constitute an interpretation of the Collective Agreement.
- 15.5 Time limits referred to in Article 15.1 may be extended by mutual agreement between the parties referred to in each such step.

Arbitration

- 15.6 Failing settlement in accordance with the last step of Article 15.1 the dispute may be referred by either party to a single arbitrator for final and binding settlement without stoppage of work.
- 15.7 The request for arbitration must be made in writing by either party to the other within forty (40) calendar days from the date decision was rendered by the Company in the last step of the Grievance Procedure. If request is not so made the matter will be considered to have been satisfactorily settled and shall not be processed to arbitration.
- 15.8 The party requesting arbitration shall submit with its request the names of three arbitrators. If the other party does not agree to at least one of the nominees so proposed, it shall in its turn submit within 21 calendar days to the other party a further list of three arbitrators. If the parties still cannot agree upon the arbitrator to be appointed, the Minister of Labour shall be requested to select an arbitrator, and their selection shall be final.
- 15.9 At the hearing before the arbitrator, argument may be given orally or in writing, and each party may call such witnesses as it deems necessary.
- 15.10 Disputes arising out of proposed changes in rates of pay, rules or working conditions, modifications in or additions to the scope of the Agreement, are specifically excluded from the jurisdiction of the arbitrator, and he shall have no power to add to, or subtract from or modify any of the terms of the Agreement.
- 15.11 The arbitrator shall render their decision, in writing together with their written reasons therefore, to the parties concerned within 30 calendar days following the conclusion of the hearing.
- 15.12 The Company and the Union shall respectively bear any expenses each has incurred in the presentation of the case to the arbitrator, but any general or common expenses, including the remuneration of the

arbitrator, shall be divided equally.

- 15.13 The time limits as provided under this Article may be extended by mutual agreement.

ARTICLE 16 LEAVE OF ABSENCE AND TRANSPORTATION

For Union Positions

- 16.1 Employees elected or appointed to an official position with the Union or as a delegate to any Union activity requiring leave of absence, shall be granted leave for the term of office or until completing the activity as the case may be, for which leave of absence was granted. Applications for, or renewal of such leave, for periods of one month or more must be made by the Union to the appropriate officer of the Company. Pass transportation will be granted in accordance with Company policy.

For Other Reasons

- 16.2 Employees, at the discretion of the Company, may be granted leave of absence of up to six (6) months, permission to be obtained in writing. Unless prevented from reporting for duty on or before the expiration of such leave by illness or other cause for which bona fide leave of absence has been granted, they shall be considered as dismissed from the Company's service. Leave of absence may be extended by application in writing to the proper officer in ample time to receive permission or return to duty at the expiration of such leave. Absolute proof must be furnished as to bona fide sickness which prevented the employee's return to duty at expiration of their authorized leave of absence.
- 16.3 The name of any employee on authorized leave of absence shall be continued on the seniority list.
- 16.4 Any employee engaging in other employment while they are on leave, except by mutual agreement between the proper officer of the Company and the Local Union, shall be considered dismissed from service.
- 16.5 Leave of absence and free transportation shall be granted to members of duly appointed committees for the adjustment of matters in dispute between the Company and the employees within ten days after request in writing has been made to the proper officer.
- 16.6 Employees shall, if desired, be granted leave of absence and free transportation at least six times each year to attend their meetings. Such free transportation shall not extend beyond their Region; leave of absence

shall not exceed two days, and then only when consistent with good service and provided the Company is not put to any additional expense. It is understood that transportation issued in accordance with this Article shall not interfere with the issue of transportation in accordance with the Company's general regulations.

- 16.7 Employees laid off through reduction, when re-engaged within one year, shall be granted free transportation to place of work over the Region on which formerly employed.
- 16.8 Opportunity and free transportation shall be given to employees for getting to their place of residence at weekends, when such leave will not interfere with the prosecution of the work.
- 16.9 Upon request of foreman made with consent of men in the gang and approval of the proper officer of the Company, special arrangements may be made to vary starting times on Friday and/or Monday to permit employees to travel to and from home.
- 16.10 When employees move from one point to another by order of the Company, or in the exercise of their seniority rights, their household effects shall be transported free of charge.
- 16.11 Employees shall be granted free transportation in accordance with the current pass regulations.

NOTE: Reference to free transportation throughout this Article is in accordance with Company Policy and regulation relating to Free and Reduced-Rate Transportation.

ARTICLE 17 RATES AND METHOD OF PAY

- 17.1
- (i) Effective **1 January 2008**, wages shall be increased by **2.8%** on all rates of pay in effect **31 December 2007** as listed in Article 17.1 of the collective agreement.
 - (ii) Effective **1 January 2009**, wages shall be increased by **2.8%** to the adjusted wage rate for **1 January 2008**.
 - (iii) Effective **1 January 2010**, wages shall be increased by **2.8%** to the adjusted wage rate for **1 January 2009**.

Consumer Price Index (CPI) is defined as the percentage change in the average annual index published by Statistics Canada ("Canada, All items, 1992=100%") for the 12 month period ending 31 December of each year in accordance with Arbitrator Ashley's decision dated 17 December 2004

Basic hourly rates of pay shall be as follows:

	<u>Hourly Rates of Pay</u>		
	2.80%	2.80%	2.80%
	<u>1-Jan-08</u>	<u>1-Jan-09</u>	<u>1-Jan-10</u>
Foreperson	27.142	27.902	28.683
Tradesperson Foreperson	27.142	27.902	28.683
Lead Hand	27.142	27.902	28.683
Journeyman Carpenter	25.233	25.940	26.666
*** Carpenter	24.369	25.051	25.752
* Machine Operator Group I	24.369	25.051	25.752
Machine Operator Group II	22.866	23.506	24.164
Painter	23.179	23.828	24.495
Rough Carpenter	21.995	22.611	23.244
** Tradesman/Woman	25.233	25.940	26.666
Pipefitter	25.670	26.389	27.128
Machinist	25.670	26.389	27.128
Electricians and Maintainers	25.670	26.389	27.128
Ramp Operators	22.070	22.688	23.323

* See Appendix VI

** Includes Plumbers, Welders

*** Applies to grandfathered personnel under paragraph 11.14 (d)
Electrical Helper deleted 1 May 2006 see 11.14 (j) (ii)

17.2 250 days' work, including probationary period specified in Article 13.3 shall constitute one year's experience.

17.3 An employee who, on entering the service can show evidence that they have the training and is qualified in any of the classifications, shall upon filling a position in such classifications be paid the rate applicable to qualified employees in those classifications.

17.4 Employees employed as Carpenters and who are required to perform cabinet making and planing millwork shall be paid under the same provisions as for Journeyman Carpenters.

17.5 Applicable to Pipefitters, Machinists, and Electricians (Groups D, E & F)

(a) At the close of each week one minute for each hour actually worked during the week will be allowed employees for checking in and out on their own

time. It is understood this provision only applies to those employees who were in receipt of such payments prior to 1 October 1995.

ARTICLE 18 ATTENDING COURT OR INVESTIGATIONS

- 18.1 Employees attending court or investigations at the request of the proper officer of the Company, or required to attend inquests in which the Company is concerned, will be paid at schedule rates for each day lost, and reasonable expenses actually incurred while away from home. This will not apply where employees are required for examination for promotion, disability, to meet legal requirements, or in connection with irregularities for which they are found to be responsible. Any fee or mileage accruing will be assigned to the Company.

ARTICLE 19 JURY DUTY

- 19.1 An employee who is summoned for jury duty and is required to lose time from their assignment as a result thereof, shall be paid for actual time lost with a maximum of one basic day's pay at the straight time rate of their position for each day lost, less the amount allowed him for jury duty for each such day, excluding allowances paid by the court for meals, lodging or transportation, subject to the following requirements and limitations:
- (a) An employee must furnish the Company with a statement from the court of jury allowances paid and the days on which jury duty was performed.
 - (b) The number of working days for which jury duty pay shall be paid is limited to a maximum of sixty days in any calendar year.
 - (c) No jury duty pay will be allowed for any day for which the employee is entitled to vacation or general holiday pay. An employee who has been allotted their vacation dates may terminate their vacation because he is called for jury duty, and will take remaining vacation entitlement at a time prescribed by the Company.

ARTICLE 20 ANNUAL VACATIONS

20.1 Vacation and Vacation Pay for the calendar year shall be allotted in accordance with the following table:

VACATION ENTITLEMENT TABLE

<u>Qualifications</u>		<u>Vacation Entitlement</u>			<u>Vacation Pay</u>
Minimum Years Continuous Employment Relationship on Next Service Anniversary Date	Minimum Days Cumulative Compensated Service by Next Service Anniversary Date	Days Cumulative Compensated Service (or Major Portion Thereof) in Previous Calendar Year Required for 1 Working Day's Vacation	Maximum Working Days Vacation		Percent of preceding years wages
Less than 4	-	25 days c.c.s.	10 days		4%
4	1000 days	16 2/3 days c.c.s.	15 "		6%
10	2500 "	12 1/2 " "	20 "		8%
15	3750 "	10 7/8 " "	23 "		9.2%
20	5000 "	10 " "	25 "		10%
28	7000 "	8 1/3 " "	30 "		12%

(Must meet both years and days qualification)

20.2 Any vacation granted in accordance with Article 20.1 for which employees do not subsequently qualify will be deducted from their vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to their next vacation, the adjustment will be made at time of leaving.

20.3 At the 30-day entitlement level, the Company will have the option of:

- (i) Scheduling an employee for five weeks' vacation with the employee being paid for the sixth week at pro rata rates;
- or
- (ii) Splitting the vacation on the basis of five weeks and one week.

20.4 A year's service is defined as 250 days of cumulative compensated service.

20.5 In computing service under Article 20.1, days worked in any position

covered by similar vacation agreements shall be accumulated for the purpose of qualifying for vacation with pay.

- 20.6 Provided an employee renders compensated working service in any calendar year, time off duty account bona fide illness, injury, authorized pregnancy leave, to attend committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding a total of 100 days in any calendar year, shall be included in the computation of service for vacation purposes.
- 20.7 An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) their vacation and be placed on weekly indemnity **subject to the Insurer's criteria**. An employee who is again fit for duty shall immediately so inform the Company officer in charge and will continue their vacation if within their scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be rescheduled as may be mutually agreed between the proper officer of the Company and the authorized local union representative.
- 20.8 An employee who, due to sickness or injury, authorized pregnancy leave, or called to court as a witness or for uncompensated jury duty, is unable to take or complete their annual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year.
- 20.9 An employee who is entitled to vacation shall take same at the time scheduled. If, however, it becomes necessary for the Company to reschedule an employee's scheduled vacation dates, he will be paid at a rate of time and one-half their regular rate of wages for all work performed during the scheduled vacation period. The rescheduled vacation with pay to which he is entitled will be granted at a mutually agreed upon later date.
- This Article 20.9 does not apply where rescheduling is a result of an employee exercising their seniority to a position covered by another vacation schedule.
- 20.10 An employee may elect, in writing, in January of each year, to be paid for vacation at the rate of the position which he would have been filling during such vacation period as an alternate to the percentages provided for in Article 20.1.
- 20.11 An employee terminating their employment for any reason at a time when an unused period of vacation with pay stands to their credit shall be

allowed vacation calculated to the date of their leaving the service, as provided for in Article 20.1, and if not granted shall be allowed pay in lieu thereof.

- 20.12 An individual who leaves the service of their own accord or who is dismissed for cause and not reinstated in their former standing within two years of date of such dismissal shall, if subsequently returned to the service, be required to qualify again for vacation with pay as provided in Article 20.1.
- 20.13 An employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve-month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.
- 20.14 Applications for vacation from employees filed between December 15th of the previous year and April 30th, shall insofar as it is practicable to do so be given preference in order of seniority of the applicants. Such applicants will have preference over later applicants. Applicants will be advised in May of the dates allotted them and unless otherwise mutually agreed employees must take their vacation at the time allotted. Vacation requests during the period 1 January to 30 May will be approved on a first come, first served basis.
- 20.15 Unless otherwise mutually agreed, employees who do not apply for vacation prior to May 1st shall be required to take their vacation at a time prescribed by the Company.
- 20.16 Employees who exercise their seniority after vacation dates are allotted and transfer from the group to which assigned when vacation dates were allotted, will be required to take their vacation at a time mutually agreed.
- 20.17 Employees who retire will have the option to be paid a lump sum for any unused vacation at their date of retirement. This payment shall be non-pensionable.**
- 20.18** Every reasonable effort will be made by Marine Atlantic Inc. not to cancel annual vacation leave once approved. If an employee has vacation that is approved in writing and that vacation is subsequently cancelled by Marine Atlantic, causing the employee to lose a monetary deposit on vacation accommodation and or travel and providing the employee does everything reasonably possible to mitigate the loss and it is made known to the employer at the time of notification of cancellation of the vacation that the monetary deposit(s) will be forfeited, the employer will reimburse the employee on production of documentation to validate the financial

loss.

ARTICLE 21 SHIFT DIFFERENTIALS

- 21.1 Employees whose regularly assigned shifts commence between 1400 hours and 2159 hours shall receive a shift differential of **fifty – five (55)** cents per hour. Employees whose regularly assigned shifts commence between 2200 hours and 0559 hours shall receive a shift differential of **sixty (60)** cents. Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for paid absence from duty such as vacation, general holidays, etc.

ARTICLE 22 COMPENSATION OF ADDITIONAL POSITIONS OR CLASSIFICATIONS

- 22.1 When additional positions or classifications are created, compensation shall be fixed in conformity with agreed rates for similar positions or by agreement between the signatories to this Agreement.

ARTICLE 23 BEREAVEMENT LEAVE

- 23.1 Upon the death of an employee's spouse including common-law partner, child, step child or parent, the employee shall be entitled to 5 work days' bereavement leave, and in the case of the death of a brother, sister, step-parent, father-in-law, mother-in-law, grandparent, brother-in-law, sister-in-law, grandchild or relative permanently residing in the employee's household or with whom the employee resides, the employee shall be entitled to 3 work days' bereavement leave. Such leave shall be without loss of pay provided he has not less than 3 months cumulative compensated service. It is the intent of this article to provide for the granting of leave from work on the occasion of a death as aforesaid, and for the payment of their regular wages for that period to the employee to whom leave is granted.

ARTICLE 24 LIFE INSURANCE UPON RETIREMENT

- 24.1 An employee who retires from the service of the Company will, provided he is fifty-five years of age or over and has not less than ten years' cumulative compensated service, be entitled, upon retirement, to a \$7,500.00 life insurance policy. The premium is to be paid by the Company.

ARTICLE 25 HEALTH AND WELFARE

- 25.1 The provisions of the following group policies, as amended, will apply to

employees covered by this agreement:

Weekly Indemnity
 Benefit Basic Life Insurance
 Paid Maternity Leave
 Accidental Death & Dismemberment
 Extended & Supplementary Health Insurance
 Dental Care Insurance

The Company will provide the National and Local Union representative with the name of the carrier, policy number and or any change in the provisions of the policies noted above.

Employees commencing employment with the Company after 1 January 2006 the Company will cost share 80% Employer and 20% Employee for Extended Supplemental Health Insurance and Dental Care Insurance.

- 25.2** For employee(s) on leave of absence due to illness, any employee who is absent from work due to illness for a period in excess of six (6) months, may, commencing on the seventh month maintain their extended health care benefits at their own expense for a period of time ending on the earlier of the following dates:
- The termination of their disability
 - Termination of employment
 - Retirement

- 25.3** For Weekly Indemnity Benefits, effective first of the month following the date of ratification (1 May 2006), the weekly indemnity benefit will be increased from the present 41 week benefit to 52 weeks. *For clarification the additional 11 weeks will be added to the "back end" of the benefit*

The weekly cap for weekly indemnity benefit will increase to \$570 in regards to claims resulting from illnesses commencing on or after the first of the month following the date the Arbitrator's decision is received by the Company (1 December 2010).

ARTICLE 26 CAW SPONSORED RETIREE MEDICAL PLAN SUBSIDY

- 26.1 Commencing 1 April 2008, employees working within Agreement C will be required to contribute to the CAW Sponsored Retiree Medical Subsidy Plan in accordance with the ratification notice letter dated 23 April 2008.**

Commencing 1 May 2008, employees retiring from active service will be eligible for a monthly subsidy in accordance with the ratification notice letter dated 23 April 2008.

Letter dated 23 April 2008 and its attachment shall be posted on employee intranet website.

ARTICLE 27 INJURED ON DUTY

- 27.1 Employees injured while at work will not be required to make accident reports before they are given medical attention, if required, but will make them as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment.
- 27.2 An employee prevented from completing a shift due to a bona fide injury sustained while on duty will be paid for their full shift at straight time rates of pay, unless the employee received Worker's Compensation Benefits for the day of the injury in which case the employee will be paid the difference between such compensation and payment for their full shift.

ARTICLE 28 PAY DAY

- 28.1 Employees will be paid every other Thursday during their regular working hours. When a holiday falls on a Thursday which is a pay day, employees will be paid on the preceding Wednesday. Employees shall be paid by a direct deposit pay system.
- 28.2 When an employee is short paid by **\$153.75** or more, a cheque will be issued within three working days of the accounting department of an employee's request for payment to cover the shortage. The amount specified in this article will be adjusted by subsequent general wage increases.

ARTICLE 29 INTERPRETATION

- 29.1 It is agreed that Company and Union representatives shall confer promptly upon notice from either party to the other with respect to any question which may arise regarding the interpretation or application of this Agreement. Interpretations when agreed upon, will be signed by the signatories to this Agreement.

ARTICLE 30 INCOME SECURITY AGREEMENT

- 30.1 The Marine Atlantic "Income Security Agreement" will apply to employees

covered by this Agreement.

ARTICLE 31 DEDUCTION OF DUES

- 31.1 The Company shall deduct on the payroll for the pay period which contains the 24th day of each month from wages due and payable to each employee coming within the scope of this Collective Agreement an amount equivalent to the uniform monthly union dues of the Union, subject to the conditions and exceptions set forth hereunder.
- 31.2 The amount to be deducted shall be equivalent to the uniform, 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 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 Company of notice in writing from the Union of the amount of regular monthly dues.
- 31.3 Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Local Union concerned. Membership shall not be denied for reasons of race, national origin, colour or religion.
- 31.4 Deductions for new employees shall commence on the payroll for the first pay period which contains the 24th day of the month.
- 31.5 If the wages of an employee payable on the payroll which contains the 24th day of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company 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.
- 31.6 Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, pension deductions and deduction for provident funds shall be made from wages prior to the deduction of dues.
- 31.7 The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the officer or officers of the Union, as may be mutually agreed by the Company and the Union, not later than thirty days following the pay period in which

the deductions are made.

- 31.8 The Company shall not be responsible financially or otherwise, either to the Union or to any 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 an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company'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.
- 31.9 The question of what, if any, compensation shall be paid the Company by the Union in recognition of services performed under this Agreement shall be left in abeyance subject to reconsideration at the request of either party on fifteen days' notice in writing.
- 31.10 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 to or to be made by the Company pursuant to Article **31.1** of this Agreement, all 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 Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.
- 31.11 The amount of union dues deducted will be shown on T-4 slips.

ARTICLE 32 PROTECTION OF EMPLOYEES

- 32.1 Employees will not be required to expose themselves to sand blast and paint blowers while in operation. Employees operating these machines will be supplied with masks and goggles.
- 32.2 All acetylene or electric welding or cutting will be protected by a suitable screen when its use is required.
- 32.3 Emery wheels and grindstones installed in the shop will be kept true and in order.
- 32.4 Employees engaged in the handling of storage batteries and mixing acid

must be provided with acid-proof rubber gloves, boots and aprons.

- 32.5 When it becomes necessary to work on live wires or apparatus in excess of 300 volts electricians shall not work alone. Where practicable two qualified electrical workers shall work together. Rubber gloves, splicing hoods, and other protective mats and sticks shall be supplied.

ARTICLE 33 CLOTHING

- 33.1 Employees are required by the Company to wear uniforms and shall be supplied with the following uniform clothing:

- (a) Four pairs of work pants, four work shirts each year.
- (b) One parka every two years.
- (c) One summer jacket every two years

Employees working 120 days or less in the previous year shall be provided with a one year issue of clothing. Subsequent issues shall be as required. The time guidelines for replacement as specified in this article shall not apply.

- 33.2 Coveralls:

If required, employees will receive a maximum of two pairs of coveralls per year and one pair of insulated coveralls. Coveralls that are heavily soiled burnt or damaged will be replaced provided that the employee returns the damaged garment to their immediate supervisor.

All items that are provided remain the property of the Company.

ARTICLE 34 MATERNITY/PARENTAL LEAVE

- 34.1 Every employee who has completed six consecutive months of continuous employment with the Company shall be provided a leave of absence without pay in accordance with the provisions of the Canada Labour Code. Application shall be made in accordance with Company Policy.

ARTICLE 35 USE OF EMPLOYER FACILITIES

- 35.1 A duly accredited representative of the CAW shall be permitted access to the premises of the Employer at any time which in the opinion of the manager/supervisor will not interfere with the regular operation of the department to assist in the resolution of a complaint or grievance**

and to attend meetings that are called by management. Permission for such representatives to access the property shall in each case be obtained by a Union representative from the Employer in accordance with Company procedures. Representatives shall follow all safety regulations. Such approval shall not be unreasonably withheld.

ARTICLE 36 PAYMENT OF UNION OFFICIALS

- 36.1** For meetings called by the Company, elected union representative(s) required to attend meetings that are called by the Company, shall be paid at straight time rates to attend such meetings. If the meeting is not held in the elected union representatives work location i.e., Port aux Basque, North Sydney or Argentina he will be paid for travel to a maximum of two days (8 hours) per day.
- 36.2** For Grievance and Investigation meetings, A union representative who attends grievance or investigation meetings in accordance with Article 14 shall not suffer loss of pay for attending those meetings.
- 36.3** **For Negotiations, Marine Atlantic Inc. will provide two members of the bargaining committee who are employed by Marine Atlantic with a work pass to travel on the Marine Atlantic ferries to attend pre bargaining and collective bargaining sessions. Travel will be subject to space availability at the time of the reservation.**
- 36.4** **The names of the bargaining committee shall be provided to the Human Resources Department. The Human Resources Department will make the reservation for a vehicle, passenger and a cabin subject to request and confirmation of the pre bargaining or bargaining committee sessions.**

ARTICLE 37 UNION MANAGEMENT COMMUNICATIONS COMMITTEE

- 37.1** **The intention of the Union Management Communications Committee is to encourage and facilitate the flow of communication between management and employees, at all levels and to encourage effective employee participation in the resolution of unresolved workplace issues.**
- 37.2** **The parties agree that Terms of Reference for this Committee will be developed by the Union Management Communications Committee within three (3) months of ratification of this Collective Agreement, unless otherwise agreed, and such guidelines shall be subject to amendment by mutual consent only.**

37.3 Grievances shall not be dealt with at the Union Management Communications Committee under this Article but shall be dealt with in accordance with Article 15 – Grievance and Arbitration Procedure.

37.4 The Union Management Communications Committee will have no authority to amend or alter this Collective Agreement.

ARTICLE 38 PRINTING OF AGREEMENTS

38.1 The Company will undertake the responsibility for the printing of this Agreement as may be required from time to time and will absorb the cost of such printing. This will include the cost of printing updated pages.

ARTICLE 39 DURATION OF AGREEMENT

39.1 This Agreement, as amended and updated, shall remain in full force and effect until 31 December **2010** and thereafter, subject to four months' notice in writing from either party to this Agreement of its desire to revise, amend or terminate it. Such notice may be served at any time subsequent to 31 August **2010**.

Signed at North Sydney this **18th** day of **January 2011**.

For Marine Atlantic Inc.

For the National Automobile,
Aerospace, Transportation and
General Workers Union of Canada
(CAW - Canada)

(Original signed by)

(Original signed by)

Wayne Follett
President and CEO

Linda MacNeil
National Representative
CAW Canada

(Original signed by)

(Original signed by)

Denise Forgeron
Industrial Relations Manager

Mavis Grist
Local President 4285

(Original signed by)

(Original signed by)

Ian McDonald
Technical Manager

Cecil Sheaves
Unit A

(Original signed by)

(Original signed by)

Patti Merrigan
Industrial Relations Advisor

Dan Slaney
Unit A

(Original signed by)

Stephen Hussey
Unit B

(Original signed by)

Bill Walker
Unit B

APPENDIX I UNDERSTANDINGS ARTICLE 2.2, 10.4 AND 12.9

With the exception of the following understandings, all previous understandings between the Company and the union are null and void.

No. 1 - ARTICLE 2.2

Question: How are employees to be paid when twenty minutes is taken for lunch?

Answer: If a man took twenty minutes in his lunch hour he would be paid for 40 minutes at time and one-half rate. If, however, twenty minutes is taken for lunch during regular working hours there would be no loss of pay, and he would be allowed time and one-half if required to work through the regular lunch hour.

No. 2 - ARTICLE 10.4

Question: If an employee had been instructed to relieve a Foreman at Point B, would he be entitled to the Foreman's rate of pay while travelling to and from Point B?

Answer: Unless he was voluntarily exercising his seniority rights, he would be paid under Article 10.4 at his regular rate until he assumed the duties of Foreman at Point B and he would be paid in accordance with the same clause at Foreman's rate when travelling from Point B to resume his regular duties.

No. 3 - ARTICLE 12.9

Question: Should a man who left the service of his own accord be required, upon re-employment, to serve the probationary period before receiving the minimum rate established by the schedule?

Answer: The object of the probationary period is to secure qualified men for the service. Therefore if the experience of an applicant meets the requirements of this Article he is, if employed, entitled to the minimum schedule rate.

APPENDIX II EMPLOYEES WHO BECOME DISABLED

Marine Atlantic
Moncton, NB
1 March 1991

Mr. R. A. Bowden
System Federation General Chairman
Brotherhood of Maintenance of Way Employees
2775 Lancaster Road
Suite 3
Ottawa, Ontario
K1B 4V8

Dear Mr. Bowden:

This has reference to discussions with respect to the desirability of undertaking special arrangements for an employee who becomes physically disabled during the course of his employment and is unable to perform the regular duties of his assigned position and is unable to exercise his seniority on a position which he is capable of performing.

This letter will confirm our understanding that, in such circumstances, the proper officer of the Company and the proper Union Officer or designate will meet to see if arrangements can be made to provide employment to the employee concerned within the bargaining unit. The parties may by mutual agreement, place a disabled employee on a position that his qualifications and ability allow him to perform, notwithstanding that it may be necessary to displace an able-bodied employee in the bargaining unit so as to provide suitable employment. The permanently assigned employee so displaced will be allowed to exercise seniority onto a position within the bargaining unit that he is qualified for and has the ability to perform.

A disabled employee placed on a position shall not be displaced by an able-bodied employee so long as he remains on that position except when a senior employee is otherwise unable to hold a position within his seniority group.

Should the disabled employee subsequently recuperate, he shall be subject to displacement, in which case such employee will exercise seniority rights. When a senior able-bodied employee believes that the provisions of this letter will result in undue hardship, the proper Union Officer or designate may discuss the circumstances with the Company.

The above understanding is to provide guidelines for assisting disabled employees to continue to be employed.

If your are in accord with the above, would you please so indicate below.

Yours truly,

(original signed by)

N. B. Price
Director Personnel &
Industrial Relations

I CONCUR:

(original signed by)

R. A. Bowden
System Federation
General Chairman

Change to proper Union Officer 7 March 2006

APPENDIX III REPORTING TO WORK SEVERE SNOW CONDITIONS

Marine Atlantic
100 Cameron Street
Moncton, NB E1C 5Y6

1 March 1991

Mr. R. A. Bowden
System Federation General Chairman
Brotherhood of Maintenance of Way Employees
2775 Lancaster Road
Suite 3
Ottawa, Ontario
K1B 4V8

Dear Mr. Bowden:

This will confirm the understanding reached concerning the policy which is to be adopted with respect to employees who, because of severe snow conditions, either report late for work or are unable to report at all.

All employees are expected to make every effort to report for work on time, notwithstanding snow or storm conditions. However, in the circumstances quoted above, it is agreed that employees who arrive late for their assignments, but report prior to the mid-point of their tour of duty, will be paid for the day provided such late arrival is directly attributable to the aforementioned severe snow conditions. Employees who report after the mid-point of their tour of duty will be paid one-half day.

With respect to employees who are unable to report for work due to the aforementioned severe snow conditions, or who report after the mid-point of their tour of duty, it is agreed that notwithstanding the provisions of the collective agreement, such employees may be given the opportunity to work additional hours at straight time rates in order to make up part or all of such lost time. It is understood that such arrangements will only apply insofar as they do not conflict with the provisions of the Canada Labour Code.

The above policy only applies when the proper municipal authorities have requested the public to leave their motor vehicles at home and local public transportation services are not operating due to snowstorms.

Yours truly,
(original signed by)
N. B. Price
Director Personnel & Industrial Relations

APPENDIX IV CONTRACTING OUT

24 June 1998

Mr. Everett C. Baker
Representative
Canadian Labour Congress
Council of Maintenance Workers
c/o 369 Prince Street
Sydney, NS B1P 5L2

Dear Mr. Baker:

With reference to the Council's concern with respect to contracting out of work in accordance with our discussions during recent contract negotiations, it is agreed that work presently and normally performed by employees will not be contracted out except:

- (1) when technical or managerial skills are not available from within the Company; or
- (2) where sufficient employees qualified to perform the work are not available from the active or laid off employees; or
- (3) when essential equipment or facilities are not available and cannot be made available from Company-owned property at the time and place required; or
- (4) where the nature or volume of work is such that it does not justify the capital or operating expenditure involved; or
- (5) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or
- (6) where the nature or volume of the work is such that undesirable fluctuations in employment would automatically result.

The conditions set forth above will not apply in emergencies, to items normally obtained from manufacturers or suppliers nor to the performance of warranty work.

It is further agreed that at a mutually convenient time at the beginning of each year and, in any event, no later than 28 February of each year, representatives of the Union will meet with the designated officers to discuss the Company's plans with respect to contracting out of work for that year. In the event Union

representatives are unavailable for such meetings, such unavailability will not delay implementation of Company plans with respect to contracting out of work for that year.

The Company will advise the Union representatives involved in writing, as far in advance as is practicable, of its intention to contract out work which would have a material and adverse effect on employees. Except in case of emergency, such notice will be no less than 30 days.

Such advice will contain a description of the work to be contracted out; the anticipated duration; the reasons for contracting out and, if possible, the date the contract is to commence. If the Union requests a meeting to discuss matters relating to the contracting out of work specified in the above notice, the appropriate Company representative will promptly meet with him for that purpose.

Should the Union request information respecting contracting out which has not been covered by a notice of intent, it will be supplied to him promptly. If he requests a meeting to discuss such contracting out, it will be arranged at a mutually acceptable time and place.

In an effort to avoid contracting out, where practical, the Company will be receptive to any reasonable alternatives proposed by the Union to contracting to outside firms or interests. Should the Union demonstrate an alternate means of completing the work which is cost effective and meets quality and time specifications, the Company will give serious consideration to such proposals.

Where the Union contends that the Company has contracted out work contrary to the foregoing, the Union may progress a grievance by using the grievance procedure which would apply if this were a grievance under the collective agreement. Such grievance may commence at Step I submitting the facts on which the Union relies to support its contention. Any such grievance must be submitted within 30 days from the alleged non-compliance.

Yours truly,
(original signed by)

A. G. (Bud) Harbidge
Vice President Operations
& Human Resources

APPENDIX V DEMOTION AS A RESULT OF DISCIPLINE

1 March 1991

Marine Atlantic
Moncton, NB

Mr. R. A. Bowden
System Federal General Chairman
Brotherhood of Maintenance of Way Employees
2775 Lancaster Street
Suite 3
Ottawa, Ontario
K1B 4V8

Dear Mr. Bowden:

This will confirm our understanding concerning employees covered by this Agreement who are disciplined in the form of a demotion, restriction or dismissal. Under these circumstances, the following will apply:

1. An employee who is demoted, suspended or restricted for a period of one year or less will have his position bulletined as a temporary vacancy and will, upon termination of such discipline, return to his former position.
2. An employee demoted or restricted on a permanent basis, or discharged will have his position advertised on a temporary basis provided that such discipline is being appealed within the time limits specified in the grievance procedure.
3. An employee who is permanently demoted or dismissed and subsequently reinstated in his former classification shall not have any displacement rights. Such employee will only be permitted to fill temporary vacancies and must exercise his seniority on the first permanent vacancy in the classification in which reinstated under the terms of the agreement. Failure to so exercise his seniority will result in forfeiture of seniority in that classification.

If you concur with this understanding, would you please so indicate by signing below.

Yours truly,
(original signed by)
N. B. Price
Director Personnel & Industrial Relations

I CONCUR:
(original signed by)
R. A. Bowden
System Federation
General Chairman

APPENDIX VI RATES OF PAY MACHINE OPERATORS

Rates of pay for Machine Operators, Groups I and II, will be based on the equipment they operate, as follows:

Group I

- 1) Trucks and/or Trailers over 28,000 GVW, up to and including 48,000 GVW, including trucks used to haul roadway machines, equipped with tilt deck winch, hydraulic crane and other attachments.
- 2) Rubber-tired cranes of 14 ton capacity and over, with or without hy-rail attachment and all other attachments included.
- 3) Rubber-tired front end loaders 2 1/2 cubic yards and over, including snow blower and snow buckets of varying sizes.

Group II

- 1) Rubber-tired crane of less than 14 ton capacity, with or without hy-rail attachment and all other attachments included.
- 2) Rubber-tired tractors 1 to 2 1/2 cubic yards, including backhoe and snow blower attachments; may also use snow buckets in excess of 2 1/2 cubic yards.
- 3) Trucks over 16,000 GVW up to and including 28,000 GVW, including trucks used to haul roadway machines, equipped with tilt deck winch, hydraulic crane and other attachments.

APPENDIX VII FREE AND REDUCED RATE TRANSPORTATION FOR TERM OF AGREEMENT

24 June 1998

Mr. Everett C. Baker
Representative
Canadian Labour Congress
Council of Maintenance Workers
c/o 369 Prince Street
Sydney, NS B1P 5L2

Dear Mr. Baker:

Re: Free and Reduced Rate Transportation

This has reference to our discussions during recent contract negotiations in regard to free and reduced rate transportation.

This will confirm that Marine Atlantic will continue with the existing free and reduced rate transportation policy for the remainder of the term of the collective agreement expiring 31 December **2010**.

Please indicate your concurrence with the foregoing by signing and returning one copy of this letter.

Yours truly,

(original signed by)
A. G. (Bud) Harbidge
Vice-President Operations
& Human Resources

I concur:

(original signed by)
Everett C. Baker
Representative - CMW

Letter revised to apply for the term of the Collective Agreement 1 January 2008 to 31 December 2010.

APPENDIX VIII NON UNION SUPERVISORS OR SUPERVISORS COVERED BY
ANOTHER COLLECTIVE AGREEMENT.

February 22 2006

Ms Linda MacNeil
National Representative
CAW

Dear Ms MacNeil

During our recent negotiations your organization expressed concern about non-union supervisors or supervisors covered by another collective agreement with the Company performing work normally done by employees covered by the Wage Agreement.

This will confirm the opinion we expressed in that the main function of such supervisors should be to direct the work force and not engage, normally, in work currently or traditionally performed by employees in the bargaining unit.

It is understood, of course, there may be instances where, for various reasons, supervisors will find it necessary to become so engaged for brief periods.

This matter will be brought to the attention of our managers and supervisors.

Yours truly,

Rhona Green
Director of Human Resources

APPENDIX IX PEL FUND

3 March 2006

Ms Linda MacNeil
National Representative
CAW

Dear Ms MacNeil

PEL Fund

This has reference to our discussions regarding the CAW – Canada, PEL Fund.

This will confirm the Company will provide funding to the National Union in each year of the three year agreement in the amount of 3 cents for each straight time hour worked during the previous year by members of the bargaining unit. **Such payment will be made during the month following receipt of the Arbitrator's decision for straight time hours worked during 2007, 2008 and 2009.**

Such monies to be paid to the National Union, CAW, effective from date of ratification and sent by the Employer to the following address: CAW Paid Education Leave Program, CAW Family Education Centre, RR#1, CAW Road 25, Port Elgin, Ontario N0H 2C5.

Yours truly,

Rhona Green
Director of Human Resources

Letter amended per Arbitrator decision of W Thistle, Q.C. C.Arb. dated 4 November 2010

APPENDIX X HOURS OF WORK AND MEAL PERIOD EXISTING GROUPS A TO G PROPOSED GROUPS A TO C

19 August 1992

Mr. R. A. Bowden
System Federation General Chairman
Brotherhood of Maintenance of Way Employees
2775 Lancaster Road, Suite 3
Ottawa, Ontario
K1B 4V8

Dear Mr. Bowden:

This will confirm our discussions during recent negotiations concerning the hours of work and meal period for employees in existing Groups A to G (proposed Groups A to C).

As discussed, the company will work employees in the above groups in accordance with the provisions of Article 2.2 from the 3rd Monday in June to the Friday preceding Labour Day inclusive.

Yours truly,

(original signed by)

N. B. Price
Director Personnel & Industrial Relations

APPENDIX XI PRIVATIZATION AND COMMERCIALIZATION

24 June 1998

Mr. Everett C. Baker
Representative
Canadian Labour Congress
Council of Maintenance Workers
c/o 369 Prince Street
Sydney, NS B1P 5L2

Dear Mr. Baker:

Re: Privatization and Commercialization

Further to our discussions during negotiations regarding your concern about the future of Marine Atlantic.

This will confirm that in the event that this service is taken over by another operator, the Company will treat it as a TOO change, and serve notice in accordance with Article 5.1 of the Income Security Agreement, except the four-month notice provision will not apply.

The Company agrees to meet with the Union to commence negotiations in accordance with Article 5.4 of the Income Security Agreement within thirty (30) days of the announcement of a change.

Yours truly,

(original signed by)

A. G. (Bud) Harbidge
Vice-President Operations
& Human Resources

APPENDIX XII BUY BACK PENSION TIME

12 September 2001

Mr. Everett C. Baker
Representative
Canadian Labour Congress

Dear Mr. Baker:

Re: Buyback of Pension Time

This will confirm our discussions during recent contract negotiations relative to the issue of employees being permitted an opportunity to buy back authorized periods of lay-off or authorized leave of absence due to illness for pension purposes.

This will confirm the company is agreeable to permitting eligible employees an election to buy back such time, for pension purposes, subject to the following conditions:

- The time bought back will be for pension purposes only and will not be recognized for any other purposes.
- The program will apply to authorized periods of lay-off or leave of absence illness between January 1959 and December 1991 only.
- The program will be a one-time offer and employees will have a specified limited time to apply.
- The time for conducting the program and duration of application period will be determined by the company.
- The maximum total period of buyback permitted by any employee is limited to a maximum of 60 months.
- With respect to periods of authorized leaves of absence due to illness the 24 months maximum for periods of lay-off described in 12.5.5. of the plan shall not apply, but such periods of authorized leave of absence due to illness shall be included in the overall 60 months.
- Active members of the bargaining unit listed in Appendix 19 of Agreement "D" will be allowed to buy back non-union time for the period 1970 to 30 June 1975 as applicable subject to the necessary data being available to establish eligibility.
- Each buyback is subject to Canada Customs and Revenue Agency (CCRA), regulations, rules and limitations which may have to be determined on a case by case basis in consultation with CCRA.

- The buyback program can only be implemented after the required plan amendments are approved by the Marine Atlantic Pension Management Committee, the Marine Atlantic Board of Directors, the Federal Office of the Superintendent of Financial Institutions and CCRA.
- This buyback opportunity will apply to employees who are in active service only and will not be applicable to any individual who has terminated service for any reason, including retirement.
- The employee's contribution obligation will be based on current rates of pay of the employee at the time of application for buyback, and employee contribution rates for the buyback will be 7.7% of that part of the employee's compensation which does not exceed the maximum pensionable earnings under the Canada Pension Plan and 9.8% of any amount in excess thereof.
- Any contribution deficiency will accumulate interest as defined in section 1.21 of the Pension Plan for employees of Marine Atlantic Inc.
- Any employee who has attained 35 years of allowable service as defined in the Pension Plan for employees of Marine Atlantic Inc. at this time of application for buyback will not be eligible for the buyback program.

Yours truly,

(Original signed by)

Rhona E. Green
Director of Human Resources

I Concur

(Original signed by)

Everett Baker
Representative
Canadian Labour Congress

APPENDIX XIII SAFETY FOOTWEAR
24 June 1998

Mr. Everett Baker
Representative
Canadian Labour Congress
Council of Maintenance Workers
369 Prince Street
Sdney, NS B1P 5L2

Dear Mr. Baker;

Re: Safety Footwear

1. Marine Atlantic employees will purchase safety footwear at the outlet of their choice and will pay the full cost of the footwear at the time of purchase. The footwear purchased must have leather uppers substantial to the workplace hazard with durable non-slip soles. Where appropriate, employees are required to wear footwear which complies with the Canada Standards Association (CSA) Standard
2. Employees may then submit the proof of purchase (receipt) to their immediate supervisor who will send the receipt and the Request for Rebate to the timekeeper and the rebate will be added to the employee's timecard.
3. The rebate will be a maximum of **\$150.00** per year towards the cost of the footwear including HST, where applicable effective **1 January 2008**. The supervisor will monitor to ensure that no more than one rebate per year is approved. Requests for Rebate must be submitted before the end of the last pay period in an employment term (e.g., before lay-off, retirement, etc.)

Please indicate your concurrence with the foregoing by signing and returning one copy of this letter.

Yours truly,
(Original signed by)
A.G. (Bud) Harbidge
Vice President Operations
& Human Resources

I concur:

(Original signed by)

Everett Baker
Representative - CMW

Amount amended per Arbitrator decision of W Thistle, Q.C. C.Arb. dated 4 November 2010

APPENDIX XV BANK TIME PROCEDURE

6 March 2006

BANK TIME PROCEDURE

Employees shall be permitted to bank overtime up to a maximum of two hundred (200) hours. (see Note 1)

Employees must advise their immediate management supervisor if they choose to bank overtime or such time shall be paid.

Banked time shall be authorized by the employee's immediate management supervisor as designated in each department and shall only be taken off when mutually agreed between the employee and the immediate management supervisor. Requests for time off will be reviewed and approved subject to operational requirements. Approval or denial of request shall be given within twenty-four (24) hours of the actual requested time off. Reason must be supplied for denied requests.

Approved banked time off shall be revoked only in the event of an emergency or major occurrence requiring the employee's presence at work.

Employees requesting approval for banked time off must provide advance notice of twenty-four (24) hours in writing on the request form to the immediate management supervisor. In the event of an emergency verbal requests without twenty-four (24) hours notice will be given consideration.

In the event of more than one time off request in individual classifications, approval when granted shall be given to the individual who submitted the first written request in that classification.

Scheduled vacations and holidays shall take priority over banked time requests.

When an employee as a result of an approved leave of absence without pay does not have 80 regular hours in the pay period that the absence occurs, they may request a pay out from their bank time to top up their pay to the 80 regular hours.

An employee shall have the option to cancel an approved banked day off when twenty-four (24) hours notice has been given to the immediate management supervisor. In the case where less than twenty-four (24) hours notice has been given, the employee shall have the option to cancel the previously banked day off

only if relief has not yet been scheduled.

In reference to the above policy, in the absence of the immediate management supervisor the department head shall be notified. The Company will provide the Local Union representatives with a lists of the applicable management personnel for this purpose.

Adjustments and/or amendments may be made by mutual consent of the Company and the Union.

Banked time shall be calculated in accordance with Article 8 (Overtime and Calls) and Article 9.8 (General Holidays).

Employees issued a Record of Employment by the Company shall be paid out all bank time as required, if applicable by HRSDC regulations.

Note 1

- The maximum of two-hundred (200) hours will be implemented on a trial basis only and will be reviewed one (1) year after the first of the month following the date of ratification.
- Should the Company experience any issues/difficulties during the one-year trial period in regards to the maximum hours, the limit shall be adjusted to one-hundred (100) hours.
- Prior to adjusting the maximum limit, the Company shall request a meeting to communicate such matters to the Union. Thirty days from the date of such meeting any banked time in excess of the one-hundred (100) hours limit will be liquidated.
- Should no issues/difficulties arise during the trial period, the two-hundred (200) hours limit shall be maintained.

APPENDIX XVI LEGAL AFFAIRS

12 September 2001

Mr. Everett Baker
National Representative
Canadian Labour Congress

Dear Mr. Baker:

Re: Legal Affairs:

This will confirm discussions at recent negotiations regarding the above, that employees will be granted time off work without pay if required to attend court. Employee will be provided the opportunity to work those hours at straight time rates. This agreement will not result in the payment of overtime to that individual as a result of making up that time.

Example if an employee has one day (eight hours) to make up and works eleven eight hour days in the pay period as the result of making up lost time he will be paid at straight time rates for all shifts.

Yours truly,

(Original signed by)

Rhona E. Green
Director of Human Resources

APPENDIX XVII ADMINISTRATION

6 March 2006

Ms. Linda MacNeil
National Representative
CAW

Dear Ms MacNeil::

Re: Administration

This will confirm that the Company will provide a one time payment of \$10,000 towards administration costs payable to the Union on the first day of the month following **the Arbitrator's decision.**

Yours truly,

Rhona E. Green
Director of Human Resources

Letter amended per Arbitrator decision of W Thistle, Q.C. C.Arb. dated 4 November 2010

APPENDIX XVIII EVIDENCE PROVIDED AT INVESTIGATIONS

12 September 2001

Mr. Everett Baker
National Representative
Canadian Labour Congress

Dear Mr. Baker:

Re: Evidence provided at Investigations

In reference to Article 14.1(d), whereby it is noted that "prior to the commencement of the hearing, the employee will be provided with a copy of all the written evidence as well as any oral evidence which has been recorded", as discussed during our recent contract negotiations the employee will be provided with an opportunity to review the evidence.

Yours truly,

(Original signed up)

Rhona E. Green
Director of Human Resources

APPENDIX XIX CARPENTERS

Re: Carpenters

As per Memorandum of Settlement signed 12 September 2001, the following was agreed:

Effective 1st of the month following the date of notice that ratification is received by the Company, there will be two carpenter classifications in Group A. The two classifications as follows:

Journeyman Carpenter

Rough Carpenter

The classification of carpenter will be deleted. Employees who have seniority in the classification of Carpenter who are not reclassified in accordance with the following will be grandfathered in that classification.

The classification of Bench Carpenter will be deleted and the classification of Journeyman Carpenter will be inserted subject to the following requirements:

Employees holding seniority as Carpenters effective the first of the month following the date of ratification who have worked in the classification of bench carpenter for a minimum of thirty (30) working days for a minimum of two hundred and forty (240) hours prior to the first of the month following the date of ratification, who are deemed qualified who have a minimum of two years compensated service within Group A (as carpenters), Agreement C shall be reclassified to the classification of Journeyman Carpenter.

Employees holding seniority as Carpenters and Rough Carpenters effective the first day of the month following the date of ratification who are not deemed qualified shall be provided the opportunity to be tested to determine their skills for the trade. This skill testing will be arranged with an independent organization.

Employees who are successful in the skill testing for the trade will be deemed qualified and will be placed on a preferential list for the position of Journeyman Carpenter. Employees holding journeyman certification who have not been reclassified in accordance with the above shall also be placed on that preferential list.

For employees who have seniority as carpenter who are not deemed qualified or who are not reclassified they will be grandfathered into the

position of Rough Carpenter at their current carpenter rate with applicable step progression and rate increases.

The Company agrees that employees holding seniority in group A (Carpenters and Rough Carpenters) effective the first of the month following the date of ratification shall be provided the opportunity for skill testing on an annual basis.

Assignment to Journeyman Carpenter will be in accordance with the established list.

APPENDIX XX PERSONAL PROTECTIVE EQUIPMENT

22 February 2006

Ms Linda MacNeil
CAW National Representative
Hugh Street, Sydney NS

Dear Ms. MacNeil:

Personal Protective Equipment

I refer to our discussion regarding personal protective equipment and clothing. This will be provided to employees subject to being identified in accordance with the Job Hazard Analysis Program.

Yours truly,

Rhona Green
Director of Human Resources

APPENDIX XXI ALL PLUMBERS

3 March 2006

Linda MacNeil
CAW National Representative
Sydney NS B1P 1V7

All Plumbers

Effective the first of the month following the date of ratification of this agreement, Plumbers wage rates will be adjusted to the rate of pay for Pipefitter in accordance Article 17.1 when he is occupying the classification of Plumber. **Effective 1st of the month following receipt of *Arbitrator's decision applicable to all Plumbers.**

Rhona Green
Director of Human Resources

***Arbitrator decision received from by W Thistle, Q.C. C.Arb. on 4 November 2010**

APPENDIX XXII EXTENDED HEALTH CARE BENEFITS EMPLOYEES OF
WORKERS'COMPENSATION

7 March 2006

Linda MacNeil
CAW National Representative
Sydney NS B1P 1V7

Dear Ms. MacNeil:

Re: Extended Health Care Benefits for
Employees on Workers' Compensation

This will confirm our discussions during recent contract negotiations relative to the issue of extended health care benefits for employees on leave of absence due to a work related injury and who are in receipt of workers' compensation payments for that injury.

An employee who is absent from work due to a work related injury and is in receipt of Workers Compensation Benefits shall have their extended health, dental and group life insurance benefits extended at the employee/employer cost-sharing rate for a period of time ending the earliest of the following dates:

- The termination of their disability
- Termination of employment
- Retirement

The cost-sharing rate for the benefits noted above for the term of this agreement is 100% paid by the employer.

Yours truly,

Rhona E. Green
Director of Human Resources

APPENDIX XXIII: RETROACTIVITY CLARIFICATION

Employees who are in the service on the first day of the month following the date the arbitrator's award is received by Marine Atlantic Inc. shall be entitled to any amount of compensation that may be due to them for time worked subsequent to that date, retroactive to 1 January 2008.

Employees who were in the service on 1 January 2008 and subsequently terminated prior to the first day of the month following the date the arbitrator's award is received by the Company shall be entitled to any amount of compensation that may be due them for time worked during that period. For this group any retroactive adjustment will not result in the recalculation or adjustment to vacation payout, or pension payments.

Except as otherwise indicated herein, the terms of the arbitrator's award shall be effective on the first of the month following the date the award is received by the Company.

INCOME SECURITY AGREEMENT

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DEFINITIONS

For the purposes of this Agreement the following terms will be defined as follows:

ELIGIBLE EMPLOYEE - an employee of the Company represented by one of the Organizations signatory hereto who is eligible for benefits pursuant to the eligibility requirements of Articles 2 or 4.

BASIC WEEKLY RATE - the Basic Weekly Rate of pay applicable to the position held at the time of change. (Hourly rated employees, 40 x the basic hourly rate; seasonal and spare employees, 80 percent of average weekly earnings over the eight weeks preceding layoff.)

ELIGIBILITY TERRITORIES - those territories as described in Appendix "A".

CUMULATIVE COMPENSATED SERVICE -

- (i) one month of Cumulative Compensated Service which will consist of 21 days or major portion thereof.
- (ii) Twelve months of Cumulative Compensated Service shall constitute one year of Cumulative Compensated Service calculated from the last date of entry into the Company's service as a new employee. For partial year credit, six or more months of Cumulative Compensated Service shall be considered as the major portion thereof and shall be counted as a year of credit towards computation of severance or layoff benefits. Service of less than six months of Cumulative Compensated Service shall not be included in the computation.
- (iii) For an employee who renders compensated working service in any calendar year, time off duty, account bona fide illness, injury, authorized maternity leave, to attend committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding a total of 100 days in any calendar year, shall be included in the computation of Cumulative Compensated Service.

ARTICLE 1 GENERAL

- 1.1 The purpose of this Income Security Agreement is to provide the benefits provided herein in order to assist employees who are laid off or are affected by a technological, operational or organizational change.
- 1.2 Except as otherwise provided in this Agreement, should any dispute arise respecting the meaning, interpretation, application, administration or alleged violation of this Agreement, such dispute shall be progressed in accordance with the provisions of the applicable collective agreement commencing at the final step of the grievance procedure.
- 1.3 The parties agree that it is their intent that Supplemental Unemployment Benefits be paid only for temporary periods (the specific duration being set out in the provisions of this Agreement). Employees in receipt of SUB continue their employment relationship with the Company, retain their seniority rights, and are required to accept temporary or permanent assignments as provided in this Agreement or become disentitled to such benefits. Article 5 notices reflect permanent changes. Lay-offs therefore are indefinite; however, they may be temporary since employees retain their seniority and are subject to recall to work in accordance with the provisions of their collective agreement.
- 1.4 Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- 1.5 Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

ARTICLE 2 WEEKLY LAYOFF BENEFITS AND SEVERANCE PAYMENTS

Benefit Accumulation - Layoff Payments

- 2.1 (a) For each year of Cumulative Compensated Service (or major portion thereof) an employee will be allowed a gross layoff benefit credit of five weeks for each such year.

Note: In arriving at net layoff benefits available for an employee, any previous layoff payments made under the provisions of previous Agreements of similar purpose and Article 2 of this Agreement must be taken into account on a "weeks of benefits paid" basis. For example, if an employee with 10 years cumulative compensated service was laid off under the provisions of this Agreement, he would be treated as follows:

Gross weeks of layoff benefits entitlement - 10 (yrs) x 5 (weeks)	<u>50 weeks</u>
Less weeks of layoff benefits paid under the provisions of previous Agreements and Article 2 of this Agreement	<u>10 weeks</u>
Net Layoff Benefit available	<u>40 weeks</u>

(b) Except as provided in Article 2.3 of this Agreement, an eligible employee who is laid off, and whose layoff benefit credit is reduced due to weekly layoff benefit payment being made during the period of layoff in accordance with Article 2 of this Agreement, will, on recall, accumulate layoff benefit credits in accordance with the above provisions.

2.2 The above layoff benefit will apply until such time as the employee has completed twenty (20) years of Cumulative Compensated Service, when the following maximum layoff benefit will apply:

<u>Yrs. of Cumulative Compensated Service</u>	<u>Maximum Period for Which Weekly Benefits are Payable For Each Period of Layoff</u>
20 years or more but less than 24 years	3 years
24 years or more but less than 28 years	4 years
28 years or more	5 years

2.3 An employee who at the beginning of the calendar year has completed 11 years of Cumulative Compensated Service and subsequently receives weekly benefits due to layoff in accordance with the provisions of Article 2 of this Agreement shall, upon return to service after termination of layoff, be credited with the accumulated layoff benefit weeks he had to his credit at the time of layoff.

2.4 (i) An employee who is not disqualified under Clause (iv) hereof, shall be eligible for a benefit payment in respect of each full week of seven consecutive calendar days of layoff (herein called "a claim week") or to a severance payment provided he meets all of the following requirements:

- (a) He has two years or more of continuous employment relationship at the beginning of the calendar year in which the period of continuous layoff in which the claim week occurs began (calendar year shall be deemed to run from January 1st to December 31st);
 - (b) For weekly layoff benefit payment a continuous waiting period of seven days in the period of layoff has expired. Each period of layoff will require a new seven-day waiting period in order to establish eligibility for weekly layoff benefits, except that once an employee has been on layoff for more than seven days, and is recalled to work for a period of less than ninety calendar days, such employee will immediately become eligible for weekly layoff benefits upon layoff within such ninety days. An employee may claim weekly layoff benefits under this paragraph pending expiration of the 30-day waiting period provided in paragraph (c) in respect of severance payment;
 - (c) For severance payment, a continuous waiting period of thirty calendar days in the period of layoff has expired except that if an employee, during such waiting period, is recalled to work for a total of less than five working days this said 30-day waiting period will not be interrupted as a consequence thereof. Each period of layoff will require a new 30-day waiting period in order to establish eligibility for a severance payment except that once an employee has been on layoff for more than thirty calendar days, and is recalled to work for a period of less than ninety calendar days, such employee will immediately become eligible for a severance payment upon layoff within such ninety days;
 - (d) He has made application for benefits in the prescribed form;
 - (e) He has exercised full seniority rights on his Eligibility Territory, except as otherwise expressly provided in Clause (iv), paragraphs (b) and (c) of this Article 2.4.
 - (f) He must apply for and must be in receipt of unemployment insurance benefits to receive Supplemental Unemployment Benefits under this Agreement.
- (ii) Notwithstanding any other provision in this Agreement, if upon the effective date of resignation from the Company's service an employee is eligible for an early retirement pension, he will not be eligible for a severance payment.

- (iii) An employee who, on being laid off, does not qualify under paragraph (a) of Article 2.4(i) shall, if still laid off in the next calendar year, qualify under said paragraph (a) if at the beginning of said next calendar year he has two years of continuous employment relationship. The seven-day waiting period and the thirty-day waiting period provided for in paragraph (b) and paragraph (c), respectively, of Article 2.4(i) shall commence from the 1st day of January of that year.
- (iv) Notwithstanding anything to the contrary in this Article, an employee shall not be regarded as laid off:
 - (a) during any day or period in which his employment is interrupted by leave of absence for any reason, sickness, injury, disciplinary action (including time held out of service pending investigation) failure to exercise seniority (except as otherwise expressly provided for in Clause (iv)(b) of this Article 2.4), retirement, Act of God, including but not limited to fire, flood, tempest or earthquake or a reduction or cessation of work due to strikes by employees of the Company;
 - (b) during any interval between the time that he is recalled to the service of the Company after a period of layoff, and the time at which he actually resumes work during any waiting period provided for in the relevant collective agreement; except that an employee who does not, as a consequence of the foregoing, return to service on the day work is available shall be governed by the provisions of Article 2.6 of this Agreement, on the same basis as if he had returned to work on the date such work became available;
 - (c) if he declines, for any reason, other than as expressly provided for in Clause (iv)(b) of this Article 2.4, recall to work on his Eligibility Territory in accordance with the seniority provisions of the relevant collective agreement;
 - (d) in respect of any period in which he is receiving other payments of any kind or nature directly from the Company, except as otherwise expressly provided in Article 2.6;
 - (e) during any recognized period of seasonal layoff as defined in Article 7;
 - (f) after his dismissal from the service of the Company.

Claims Procedure

2.5 An Eligible Employee, as defined in Article 2.4 may, at the expiration of the seven-day waiting period specified in paragraph (b) of Clause (i) of said Article 2.4, make application to a designated officer for a weekly layoff benefit as follows:

- (a) Employees with TWO or more years of continuous employment relationship and LESS THAN TWENTY YEARS' Cumulative Compensated Service:
 - (i) A weekly layoff benefit for each complete week of seven calendar days laid off following the seven-day waiting period referred to in Article 2.4 of an amount that, when added to unemployment insurance benefits and/or outside earnings in excess of those allowable under unemployment insurance for such week, will result in the employee receiving 80 per cent of his basic weekly rate at time of layoff.
 - (ii) During any week following the seven-day waiting period referred to in Article 2.4 that an eligible employee is not eligible for unemployment insurance benefits account eligibility for such benefits having been exhausted or account such employee not being insured for unemployment insurance benefits, or account unemployment insurance waiting period, such employee may claim a weekly layoff benefit for each complete week of seven calendar days laid off of the maximum unemployment insurance weekly benefit currently in force or such lesser amount that when added to the employee's outside earnings for such week will result in the employee receiving 80 per cent of his basic weekly rate at time of layoff.
 - (iii) Weekly layoff benefits provided for under Article 2.5 shall cease when an Eligible Employee has exhausted the benefit accumulation as specified in Article 2.1.
- (b) Employees with TWENTY OR MORE YEARS of Cumulative Compensated Service:
 - (i) A weekly layoff benefit for each complete week of seven calendar days laid off following the seven-day waiting period referred to in Article 2.4 of an amount that, when added to unemployment

insurance benefits and/or outside earnings in excess of those allowable under unemployment insurance for such week, will result in the employee receiving 80 per cent of his basic weekly rate at time of layoff.

(ii) During any week following the seven-day waiting period referred to in Article 2.4 that an eligible employee is not eligible for unemployment insurance benefits account eligibility for such benefits having been exhausted or account such employee not being insured for unemployment insurance benefits, or account unemployment insurance waiting period, such employee may claim a weekly layoff benefit for each complete week of seven calendar days laid off of an amount that when added to outside earnings will result in the employee receiving 80 per cent of his basic weekly rate at time of layoff.

(c) It shall be the responsibility of the employee to report for each week for which he is claiming a weekly layoff benefit under this Agreement any amounts received from **Human Resources Development Canada** in respect of such week, as well as any wages earned during such week while employed outside the Company. In the event an employee does not report all such outside earnings for any particular week, this will be interpreted as notice from him that his outside earnings for such week are the same as those for the previous week.

2.6 No weekly layoff benefit will be made for parts of a claim week as defined in Clause (i) of Article 2.4 except that:

(a) Recall not covered by Article 2.6 (b) below

An employee who has qualified for weekly layoff benefits in accordance with Clause (i) of Article 2.4 and who returns to work for part of the last claim week and thereby receives earnings from the Company in that last claim week may make application for a partial weekly layoff benefit which, when added to the earnings received in that week and to unemployment insurance benefits and/or outside earnings in excess of those allowable under unemployment insurance for such week will result in the employee receiving 80 per cent of his basic weekly rate at time of layoff.

(b) Temporary recall for less than five working days

An employee who has qualified for weekly layoff benefits in accordance with Clause (i) of Article 2.4 will not have his weekly benefit payment reduced for any claim week during which he returned to the service temporarily for less than five working days.

Example of Payment for Part Week on Recall

2.7 Assume that an employee with a rate of \$12.50 per hour (\$100.00 per day, \$500.00 per week) is laid off Friday, February 8, 1985 (last day worked February 7th) and recalled to work Wednesday, March 17th, 1985. This is 41 days, or 5 weeks and 6 days.

For the purpose of this illustration the employee's Income Security claim week is Friday to Thursday, and the unemployment insurance claim week is Sunday to Saturday.

In these circumstances the employee's benefit entitlement would be as follows:

I.S. Claim Week 1 -

Nil (waiting period)

I.S. Claim Week 2 -

(i) employee with less than 20 years of service

- unemployment insurance maximum - \$276 (from I.S.)

(ii) employee with 20 or more years of service

- 80% of basic weekly rate at the time of layoff
(80% x \$500) - \$400 (from I.S.)

I.S. Claim Week 3, 4 & 5 -

80% of basic weekly rate at the time of layoff:

(80% x \$500) \$400(\$276 unemployment insurance and \$124 from I.S.)

Last I.S. Claim Week

(March 8 - March 14, 1985, inclusive)
For unemployment insurance purposes,
employee works 2 days, (March 14 and
15 - both of which days fall in one
unemployment insurance claim week) -
earnings

- \$200.00

-	Deduct unemployment insurance allowable earnings (25% of employee's unemployment insurance entitlement of \$276)	-	<u>\$ 69.00</u>
-	Net earnings for unemployment insurance purposes	-	\$131.00
-	Unemployment insurance entitlement during last I.S. Claim Week (\$276 - \$131)	-	\$145.00
	In order to make up the 80% of his Basic Weekly Rate during the last Income Security Claim Week - i.e., \$400, the employee would receive:		
-	One days' wages for Thursday, March 14, the last day of the I.S. Claim Week	-	\$100.00
-	Unemployment Insurance entitlement	-	\$145.00
	From Income Security		<u>\$155.00</u>
			-
	Total		<u>\$400.00</u>

Benefit Accumulation - Severance Payment

2.8 (a) For each year of Cumulative Compensated Service or major portion thereof, an employee will be allowed credit weeks as follows:

Employees with less than five years	one week's basic weekly pay for each year of Cumulative Compensated Service.
Employees with five or more years	two weeks' basic weekly pay for all years of Cumulative Compensated Service.

- (b) (i) An employee choosing to sever within the first week following lay-off would be entitled to the full severance as provided by the above severance formula.
 - (ii) An employee choosing to sever between the eighth day and the thirtieth day following lay-off would be entitled to 80% of the above determined severance if such employee has less than eight years of service, or 95% if such employee has eight or more years of service.
 - (iii) An employee choosing to sever in the second or any subsequent month following lay-off will have his/her severance entitlement further reduced for each additional month by 15% if such employee has less than eight years of service, or 3% if such employee has eight or more years of service.
- (c) An employee eligible for a severance payment who resigns and who at a later date will become eligible for an early retirement pension under the Company pension rules shall be entitled to receive the lesser of:
- (i) his severance payment entitlement under this Agreement; or
 - (ii) a lump sum amount equal to the basic pay he would have earned had he worked until eligible for an early retirement pension. The basic pay is to be calculated at the employee's Basic Weekly Rate in effect at the time of his resignation.
- (d) An Eligible Employee may, upon submission of formal resignation from the Company's service, claim a severance payment as set forth above but such severance payment shall not in any event exceed the value of one and one-half years' salary at the Basic Weekly Rate of the position held at the time he was laid off. Such severance payment may be claimed by an Eligible Employee at any time during his period of layoff following the thirty-day waiting period provided that he has not been eligible for work or has not been recalled to service prior to the time such claim is made.

Special Provisions for Employees with 20 Years or More of Cumulative Compensated Service

- 2.9 (i) An employee with 20 years of Cumulative Compensated Service who, in any calendar year, is laid off and unable to hold work on his Eligibility Territory shall, upon return to work, count the period of layoff, up to a maximum of 100 days in any such calendar year from 1976 on, towards the qualifying period for vacation in the ensuing years; such period of

layoff in one year shall, upon return to work, also count as service for determining the vacation entitlement in the following year. Layoff days credited for vacation purposes shall not be used in any other manner to obtain additional credit.

- (ii) An employee with 20 years of Cumulative Compensated Service who is laid off and unable to hold work on his Eligibility Territory will have his group life insurance continued during the period for which the employee is in receipt of weekly layoff benefits.
- (iii) An employee with 20 years of Cumulative Compensated Service who is laid off and unable to work on his Eligibility Territory, in a province where Medicare premiums are required, the Company will pay the Medicare premiums but up to the amount of the maximum Medicare allowance provided under the existing collective agreements, up to a maximum period of two years from date of layoff.

2.10 Any agreement reached between the parties will not be valid in respect of benefits under this Agreement unless approved by the **Human Resources Development Canada** on the basis that no deductions will be made from the Government unemployment insurance payments by reason of supplemental unemployment benefits. Notwithstanding anything contained in this Agreement, no Eligible Employee will receive for any week a layoff payment under this Agreement in excess of that which can be allowed the employee without any reduction in his unemployment insurance payment.

2.11 An employee who is on layoff on the effective date of this Agreement and not receiving weekly layoff benefits but who now qualifies for benefit payments in accordance with the terms of this Agreement shall be entitled to claim weekly layoff benefit payments for the period of layoff subsequent to the date such claim is received by the designated Company officer providing such claim is submitted within sixty calendar days of the effective date of this Agreement. The period of continuous layoff immediately prior to the date claim is received by the designated Company officer shall be applied to the waiting period defined in Article 2.4 (i)(b). Such employee who fails to file a claim within sixty calendar days of the effective date of this Agreement will forfeit his right to any benefit payments unless subsequently returned to work and again laid off.

2.12 Effective 1 September 1996, employees who are in receipt of Weekly Layoff Benefits will have their Extended Health Care Benefits and Life Insurance

continued during periods of lay off while in receipt of Weekly Layoff Benefits.

ARTICLE 3 TRAINING OF EMPLOYEES

3.1 An employee who has two or more years of Cumulative Compensated Service and:

- (a) has been laid off or who has been advised that he may be laid off and who is, or will be, unable to hold other work in the Company because of lack of qualifications, or,
- (b) will be adversely affected by a notice served pursuant to Article 5 of this Agreement requiring an employee to relocate or suffer a substantial reduction in his rate of pay, will be considered for training for another position within or without his seniority group, providing he has the suitability and adaptability to perform the duties of that position and provided he has indicated a willingness to work in the job for which he may be trained whenever vacancies exist.

3.2 At the option of the Company such training may be:

- (a) at training classes conducted by qualified Company personnel;
- (b) at classes conducted by an approved training agency.

The type of training for which an employee may apply must:

- (i) qualify the employee for a recognized Company position;
- (ii) offer a likelihood of employment in the Company on completion of the training period in a position for which the employee has been qualified; or
- (iii) in the case of employees with 20 or more years of cumulative compensated service, include the possibility of qualifying the employee for employment within or without the Company.

3.3 An employee will receive 80 per cent of the Basic Weekly Rate of his last job classification during his period of training. In addition, he will be provided for the training period with books, equipment, tools and allowed other necessary supplementary expenses associated with the training program.

- 3.4 Should the employee be recalled from layoff before the scheduled completion of training, the employee will be allowed to complete the program without forfeiture of pay or seniority rights.
- 3.5 Notwithstanding any agreement to the contrary, the Company may require an employee who has completed a training program to take a position for which he has been trained.
- 3.6 In addition the Company, where necessary and after discussion with any Union signatory to this Agreement, will provide classes (after work or as arranged) to prepare present Company employees for upgrading, adaptation to technological change and anticipated new types of employment in the Company. The cost of such retraining will be borne by the Company.
- 3.7 Upon request, the subject of training of an employee or groups of employees under any of the above provisions shall be discussed by the appropriate officers of the Union and the Company either prior to or at the time of layoff or at the time of the serving of the notice pursuant to Article 5 or as retraining under Article 3.6 is considered. Any unresolved differences between the parties concerning the usefulness of training for future Company service, the necessity for retraining, or the suitability and adaptability of an employee for training, may be progressed to arbitration in accordance with the provisions of the appropriate collective agreement.

ARTICLE 4 RELOCATION EXPENSES

Eligibility

- 4.1 To be eligible for relocation expenses an employee:
- (a) must have been laid off or displaced, under conditions where such layoff or displacement is likely to be of a permanent nature, with the result that no work is available at his home location and, in order to hold other work in the Company, such employee is required to relocate; or
 - (b) must be engaged in work which has been transferred to a new location and the employee moves at the instance of the Company; or
 - (c) must be affected by a notice which has been issued under Article 5 of this Agreement and he chooses to relocate as a result of receiving an appointment on a bulletined permanent vacancy which at the time is not

subject to notice of abolishment under Article 5 of this Agreement and such relocation takes place in advance of the date of the change, provided this will not result in additional moves being made.

- 4.2 In addition to fulfilling at least one of the conditions set forth above, the employee:
- (a) must have two year's cumulative compensated service; and
 - (b) must be a householder, i.e., one who owns or occupies unfurnished living accommodation. This requirement does not apply to Articles 4.5, 4.6, 4.7 and 4.10; and
 - (c) must establish that it is impractical for him to commute daily to the new location by means other than privately-owned automobile.

Relocation Benefits

- 4.3 Payment of door-to-door moving expenses for the eligible employee's household goods and his automobile including packing and unpacking, insurance and up to one month's storage; the mode of transportation to be determined by the Company.
- 4.4 An allowance of up to \$750 for incidental expenses actually incurred as a result of relocation.
- 4.5 Reasonable transportation expenses from his former location to his new location by rail, or if authorized, by bus or employee-owned automobile, and up to \$185 for an employee without dependents, and that an additional amount of \$75 will be paid for each dependent for meals and temporary living accommodation. Receipts will be required for rail and bus transportation.
- 4.6 Upon authorization, an employee may drive his automobile to his new location at an allowance per mile (or kilometer) as specified in the Collective Agreement.
- 4.7 In order to seek accommodation in his new location and/or to move to his new location, an employee will be allowed a continuous period of leave up to one week (seven consecutive calendar days). Payment for such leave shall not exceed one week's pay at his Basic Weekly Rate.
- 4.8 (a) Reimbursement for full loss sustained on the sale of a relocating employee's private home (or for a home for which he has contracted to

purchase prior to the date of notice provided pursuant to Article 5 of this Agreement) which the employee occupied as a year- round residence. Loss sustained is determined as the difference between the value determined at the outset plus any real estate agent and legal fees, including those legal fees and, if applicable, the land transfer tax established by the city or municipality on purchase of a home at the new location, and the amount established as the selling price in the deed of sale.

- (b) The procedure to be followed in respect of determining the loss, if any, on the sale of a home is described in Article 4.12.
- (c) An Eligible Employee who desires to sell his house and receive any benefit to which he may be entitled under Article 4.8 must advise the Company's officer concerned accordingly within twelve months of the date the initial change takes place. No employee shall be entitled to any claim under Article 4.8 if the house is not listed for sale within sixty days of the date of the final determination of value and thereafter the house continues to be listed for sale. Any claim for reimbursement under Article 4.8 must be made within twelve months of the final determination of value.
- (d) If an employee who is required to relocate to hold employment does not wish to move one's household to the new work location, the employee may, at the time of the change, opt for a lump sum payment. Such lump sum payment shall be mutually agreed upon by the parties and will be no less than the value of all contractual relocation benefits other than those provided for in Articles 4.8, 4.10 and 4.11. The lump sum payment shall be paid to the employee, so long as the employee remains at the new location, in equal quarterly instalments over the 12-month period following the lump sum payment being agreed upon. If the employee returns to the former location during such 12-month period and remains, payment(s) shall be discontinued.

4.9 Payment of the cost of moving a wheeled mobile home which the employee occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the Company and shall not, in any event, exceed a total cost of \$5,280. Receipts shall be required.

- 4.10 If an employee who is eligible for moving expenses does not wish to move his household to his new location he may opt for a monthly allowance of \$155 which will be payable for a maximum of twelve months from the date of transfer to his new location. Should an employee elect to transfer to other locations during such twelve-month period following the date of transfer, he shall continue to receive the monthly allowance referred to above, but subject to the aforesaid 12-month limitation.

An employee who elects to move his household effects to a new location during the twelve-month period following the date of his initial transfer will only be eligible for relocation expenses under this Article for one such move and payment of the monthly allowance referred to above shall terminate as of the date of his relocation.

- 4.11 (a) Alternatively to Article 4.8, the cost of terminating an unexpired lease and legal costs connected therewith up to a value of three months' rent where the relocating employee was renting a dwelling, will be paid. Should the law require payment of more than three months' rent in order to terminate a lease, such additional amount will be paid providing the employee first secures the Company's approval to pay in excess of three months' rent.
- (b) Where a lease was entered into following the notice of the change without prior approval of the Company, no benefit will be provided. Such prior approval will not be unreasonably withheld.

Appraisal Procedure

- 4.12 When an Eligible Employee desires to sell his home, under the provisions of Article 4.8(b), the following procedure will apply:
- (a) In advising the company officer concerned of his desire to sell his house, the employee shall include pertinent particulars as outlined in Article 4.12(i), including his opinion as to the fair market value of his house.
- (b) This fair market price of the house shall be the price determined as of a date sufficiently prior to the date of the change in order that the fair value will be unaffected thereby.
- (c) Within 15 working days from date of receipt of employee's advice of his desire to make a claim, the Company officer shall advise the employee

concerned whether the suggested fair market value is satisfactory and, if so, such price shall be the fair market value as contemplated by Article 4.8(a) of this Agreement.

- (d) If, however, the officer concerned is not satisfied that the price requested by the employee is the fair market value, then an effort shall be made to resolve the matter through joint conference of the officer and employee concerned and the appropriate Union representative if so desired by the employee; such joint conference to be held within 5 working days from date of advice to employee concerned as referred to in Article 4.12(c).
- (e) If such joint conference does not resolve the matter, then within 5 days from the date of the final joint conference arrangements shall be made for an impartial appraisal to be undertaken as soon as possible by an independent real estate appraiser. The fair market price established by such appraiser shall become the fair market value for the purpose of this Agreement, and such price shall be binding on both parties.
- (f) The employee and Company officer concerned shall endeavour to mutually agree upon the independent appraiser referred to in Article 4.12(e). If they are unable to agree, then the Minister of Labour shall be requested to appoint such an independent appraiser.
- (g) The residence shall not have been listed for sale with any appraiser appointed pursuant to the provisions of this Article, nor with such appraiser's employee, fellow employee or partner.
- (h) The fees and expenses of any appraiser appointed in accordance with Article 4.12(e) or (f) shall be paid by the Company.

Note: In the event an employee desires to sell his home at a price which is less than the fair market value as determined by the provisions of this Article, the Company will be given the right in priority to everyone else to purchase the home.

(i) PARTICULARS OF HOUSE TO BE SOLD

Name of Owner

Address.....

No. Street City-Town

Type of House, i.e. Cottage
Bungalow
Split Level

Year Built.....No of Rooms.....Bathrooms.....

Type of Construction
(i.e. brick veneer
stucco clapboard).....

Finished Basement: Yes.....No.....

Type of Heating
(i.e. oil, coal,
gas, electricity).....

Garage: Yes.....No.....

Size of Lot:.....

Fair Market Value: \$.....

Other Comments.....

.....

Date:.....

Signature:.....

ARTICLE 5 TECHNOLOGICAL, OPERATIONAL AND ORGANIZATIONAL CHANGES

- 5.1 The Company will not put into effect any technological, operational or organizational change of a permanent nature which will have adverse effects on employees without giving as much advance notice as possible to the bargaining agent representing such employees. In any event, not less than four months' notice shall be given, with a full description thereof and with appropriate details as to the consequent changes in working conditions and the expected number of employees who would be adversely affected.
- 5.2 When a notice is issued under Article 5.1 and it becomes known to the Company that the change will be delayed for reasons over which the Company has no control, advice will be issued to the bargaining agent, and employees involved explaining the situation and revising the implementation dates. If necessary, more than one such advice may be issued.
- 5.3 When the implementation of a technological, operational or organizational change is delayed or is to be delayed at the instance of the Company in excess of thirty calendar days, a new notice as per Article 5.1 shall be given.
- 5.4 Upon request the parties shall negotiate on items, other than those specifically dealt with in this Agreement with a view to further minimizing the adverse effects on employees. Such measures, for example, may be related to exercise of seniority rights, or such other matters as may be appropriate in the circumstances, but shall not include any item already provided for in this Agreement.
- 5.5 If the above negotiations do not result in mutual agreement within thirty calendar days of the commencement of such negotiations, or such other period of time as may be agreed upon by the parties, the matters in dispute may be referred for mediation to a Board of Review composed of an equal number of senior officers of the Company and the Union.
- 5.6 If the Board of Review is unable to resolve the differences within a fixed period of time to be determined at the commencement of its meetings, or some mutually agreed extension thereof, the matters in dispute may be referred for final and binding settlement to an arbitrator selected by the parties or, failing that, appointed by the Minister of Labour. The matters to be decided by the arbitrator shall not include any question as to the right of the Company to make the change, which right

the Union acknowledges, and shall be confined to items not otherwise dealt with in this Agreement.

- 5.7 The terms operational and organizational change shall not include normal reassignment of duties arising out of the nature of the work in which the employees are engaged nor to changes brought about by fluctuation of traffic or normal seasonal staff adjustments.
- 5.8 In addition to all other benefits contained in this Agreement which are applicable to all eligible employees, the additional benefits specified in Articles 5.9 and 5.10 are available to employees who are materially and adversely affected by technological, operational or organizational changes instituted by the Company.

Maintenance of Basic Rates

- 5.9 An employee whose rate of pay is reduced by \$2.00 or more per week, by reason of being displaced due to a technological, operational or organizational change will continue to be paid at the basic weekly or hourly rate applicable to the position permanently held at the time of the change providing that, in the exercise of seniority, he:
- (a) first accepts the highest-rated position at his location to which his seniority and qualifications entitle him; or
 - (b) if no position is available at his location, he accepts the highest rated position on his basic seniority territory to which his seniority and qualifications entitle him.

The maintenance of basic rates, and four-week guarantees if applicable, will continue until:

- (i) The dollar value of the incumbency above the prevailing job rate has been maintained for a period of five years, and thereafter until subsequent general wage increases applied on the basic rate of the position he is holding erase the incumbency differential; or
- (ii) the employee fails to apply for a position, the basic rate of which is higher, by an amount of \$2.00 per week or more than the basic rate of the position which he is presently holding and for which he is qualified at the location where he is employed; or

- (iii) the employee's services are terminated by discharge, resignation, death or retirement.

In the application of (ii) above, an employee who fails to apply for a higher-rated position, for which he is qualified, will be considered as occupying such position and his incumbency shall be reduced correspondingly. In the case of a temporary vacancy, his incumbency will be reduced only for the duration of that temporary vacancy.

An example of the application of Article 5.9(b)(i) follows:

Date	Incumbency	
	Basic Rate	Level
October 1, 1984	\$400.00	\$450.00
January 1, 1985 (4% inc.)	\$416.00	\$466.00
January 1, 1986 (4% inc.)	\$432.64	\$482.64
January 1, 1987 (4% inc.)	\$449.95	\$499.95
January 1, 1988 (4% inc.)	\$467.95	\$517.95
January 1, 1989 (4% inc.)	\$486.67	\$536.67
January 1, 1990 (4% inc.)	\$506.14	\$536.67
January 1, 1991 (4% inc.)	\$526.39	\$536.67
January 1, 1992 (4% inc.)	\$547.45 incumbency disappears	

For the purpose of this Article 5.9, the basic rate of a position paid on a four-week guarantee basis shall be converted to a basic rate on a forty-hour week basis.

Example - Four-Week Guarantee

The basic rate of an employee who is guaranteed 179.3 hours for each four-week period, comprised of 160 straight time hours and 19.3 hours at time and one-half which is the equivalent of 189 straight time hours, is \$10.00 per hour at the straight time rate. Inasmuch as his guarantee represents \$1,890.00 per four-week period, his Basic Weekly Rate shall be considered as \$472.50 and his basic hourly rate shall be considered as \$11.81.

Early Retirement Allowance

- 5.10 An employee who is working in a group, at a location, which is being adversely affected by a technological, operational or organizational change will, provided he is 55 years of age or older and the total of his age and allowable pensionable service equals 85 or more and elects to receive an early retirement pension, be entitled to

receive a monthly separation allowance until the age of 65 which, when added to his company pension, will give him an amount equal to a percentage of his average annual earnings over his best five-year period, as defined under the Company's pension rules, in accordance with the following formula provided this would prevent another employee in his group at that location with two or more years of service from being laid off:

Years of Service at Time Employee Elects <u>Retirement</u>	Percentage Amount <u>As Defined Above</u>
35 & over	80
34	78
33	76
32	74
31	72
30	70
29	68
28	66
27	64
26	62
25 or less	60

An employee entitled to the separation allowance herein above set out may elect to receive in its stead a lump sum payment equal to the present value of his monthly separation payments calculated on the basis of a discount rate of ten (10) percent per annum.

An employee who elects benefits under Article 5.10 will not be entitled to any other benefits provided elsewhere in this Agreement.

The early retirement allowance will cease upon the death of the employee.

- 5.11 In the application of Article 5.10 above, separation allowance will be calculated as if the employee had been a contributor to the Company's Pension Plan throughout the employees career.

ARTICLE 6 GOVERNMENT ASSISTANCE PROGRAMS

- 6.1 All payments under this Agreement are to be reduced in whole or in part in each case by any amount payable for the same purpose under a Government Assistance Program.

ARTICLE 7 SEASONAL EMPLOYEES

- 7.1 Seasonal employees are defined as those who are employed regularly by the Company but who normally only work for the Company during certain seasons of the year. Articles 2 and 5 of this Agreement shall apply to these employees except that payment may not be claimed by any seasonal employee during or in respect of any period or part of a period of layoff falling within the recognized seasonal layoff period for such group. In respect of seasonal employees laid off during the recognized seasonal working period, the seven and thirty-day waiting periods provided for in Articles 2.4(i)(b) and 2.4(i)(c) will apply, except that in the case of a seasonal employee who is not recalled to work at the commencement of the recognized seasonal working period, the seven or thirty-day waiting period, as the case may be, will begin on the commencement date of the recognized seasonal working period. Seasonal employees and recognized seasonal working periods shall be as defined in Memoranda of Agreement signed between the Company and the affected Organizations signatory thereto.

ARTICLE 8 CASUAL AND PART-TIME EMPLOYEES

- 8.1 Casual and part-time employees are those who work casually on an as-required basis from day to day, including those who work part days as distinguished from employees who work on regular or regular seasonal positions.
- 8.2 Casual and part-time employees are entirely excluded from the provisions of this Agreement.

ARTICLE 9 NON-APPLICABILITY OF SECTIONS 52,54 and 55, PART I, AND SECTIONS 214 to 226 INCLUSIVE OF PART III OF THE CANADA LABOUR CODE

- 9.1 The provisions of this Agreement are intended to assist employees affected by any technological change to adjust to the effects of the technological change and Sections 52, 54 and 55, Part I, of the Canada Labour Code do not apply.
- 9.2 The provisions of this Agreement are intended to minimize the impact of termination of employment on the employees represented by those Unions party to this Agreement and are intended to assist those employees in obtaining other employment and Sections 214 to 226 of Part III of the Canada Labour Code do not apply.

ARTICLE 10 AMENDMENT

10.1 The parties hereto may at any time during the continuance of this Agreement amend its provisions in any respect by mutual agreement.

ARTICLE 11 COMMENCEMENT

11.1 Payment of benefits under this Agreement shall commence as follows:

<u>Agreement</u>	<u>Union</u>	<u>Representing</u>	<u>Effective</u>
Agreement "A"	CMOU	Ship's Officers	1 January 2001
Agreement "B"	CAW	Unlicensed Personnel	1 January 2001
Agreement "C"	CAW	Terminal Mtce. Employees	1 January 2001
Agreement "D"	USW/ILA Council	Terminal & Clerical Employees	1 January 2001
Agreement "E"	CMSG	Masters, Chief Engineers And Chief Electrical Officers	19 August 2002

ARTICLE 12 DURATION

12.1 This Agreement supersedes the Income Security Agreement signed 13 November 1998.

12.2 It shall remain in effect until revised in the manner and at the time provided for in respect of the revision of the Agreement which is current from time to time.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this 25th day of September 2006 in North Sydney, NS.

FOR MARINE ATLANTIC INC:

FOR THE EMPLOYEES:

(Original signed by)

(Original signed by)

Roger Flood
President and CEO

Linda MacNeil
National
Representative CAW

(Original signed by)

(Original signed by)

Rhona Green
Director of Human Resources

Richard Vezina
President Canadian Marine
Officers Union

(Original signed by)

Jim Lane,
Chairman
USW/ILA Council of
Trade Unions

(Original signed by)

Bruce Carter
Secretary Treasurer
Canadian Merchant Services Guild

APPENDIX "A" ELIGIBILITY TERRITORIES

The following are the Eligibility Territories for purposes of application of Articles 2 (Weekly Layoff Benefits and Severance Payments) and 5 (Maintenance of Basic Rates) of this Agreement:

Shore Agreements

1. Argentia, Newfoundland
2. Port aux Basques, Newfoundland
3. North Sydney

Vessel Agreements

4. Newfoundland Service