



**Marine Atlantic
Marine Atlantique**

Canada

AGREEMENT “D”

Between

MARINE ATLANTIC INC.

And

**The USW/ILA
Council of
Trade Unions**

**JANUARY 1, 2011
to
DECEMBER 31, 2013**



AGREEMENT "D"

between

MARINE ATLANTIC INC.

and

THE USW/ILA
COUNCIL OF
TRADE UNIONS

January 1, 2011

to

December 31, 2013

Index

ARTICLE 1	DEFINITIONS.....	1
ARTICLE 2	RECOGNITION AND SCOPE.....	1
ARTICLE 3	SENIORITY.....	2
ARTICLE 4	HOURS OF SERVICE AND MEAL PERIOD.....	8
ARTICLE 5	OVERTIME AND CALLS.....	11
ARTICLE 6	DISCIPLINE PROCEDURE.....	12
ARTICLE 7	GRIEVANCE PROCEDURE.....	13
ARTICLE 8	FINAL SETTLEMENT OF DISPUTES.....	14
ARTICLE 9	GENERAL HOLIDAYS.....	15
ARTICLE 10	ANNUAL VACATIONS.....	18
ARTICLE 11	BULLETINING AND FILLING POSITIONS.....	21
ARTICLE 12	STAFF REDUCTION AND RECALL TO SERVICE.....	28
ARTICLE 13	FREE TRANSPORTATION AND LEAVE OF ABSENCE.....	30
ARTICLE 14	DEDUCTION OF UNION DUES.....	31
ARTICLE 15	ATTENDING COURT.....	33
ARTICLE 16	HEALTH AND WELFARE.....	34
ARTICLE 17	LIFE INSURANCE UPON RETIREMENT.....	34
ARTICLE 18	JURY DUTY.....	34
ARTICLE 19	BEREAVEMENT LEAVE.....	35
ARTICLE 20	INJURED ON DUTY.....	35
ARTICLE 21	INCOME SECURITY AGREEMENT.....	35
ARTICLE 22	BILINGUALISM.....	36
ARTICLE 23	HELD FOR INVESTIGATION OR COMPANY BUSINESS.....	37
ARTICLE 24	USE OF PRIVATE AUTOMOBILE.....	37
ARTICLE 25	GENERAL.....	37
ARTICLE 26	SHIFT DIFFERENTIALS.....	38
ARTICLE 27	RELIEF WORK AND PRESERVATION OF RATES.....	38
ARTICLE 28	REST DAYS.....	39
ARTICLE 29	TRAINING.....	41
ARTICLE 30	SERVICE AWAY FROM HEADQUARTERS.....	42
ARTICLE 31	WAGE RATES FOR NEW JOBS.....	42
ARTICLE 32	REHABILITATION.....	43
ARTICLE 33	INTERPRETATIONS.....	44
ARTICLE 34	ITEMS OF CLOTHING.....	44
ARTICLE 35	ABSENCE FROM WORK.....	46
ARTICLE 36	PRINTING OF AGREEMENT.....	47
ARTICLE 37	DURATION OF AGREEMENT.....	48

APPENDICES

Applicable to Groups I, III and IV

- Appendix 1 - Classifications and Rates of Pay
- Appendix 2 - Letter re loss of wages, etc. due to severe snow conditions
- Appendix 3 - Letter re holidays granted employees working in more than one province
- Appendix 4 - Letter re work normally performed by employees covered by the Agreement
- Appendix 5 - Letter re contracting out of work

Applicable to Group I

- Appendix 6 - Letter re loading/discharge and tiedown of traffic - Nfld. vessels

Applicable to Groups IV

- Appendix 7 - Memorandum of Agreement dated 26 February 2009 concerning the calling of unassigned employees
- Appendix 8 - Letter re employees unable to take vacation in current year due to illness, etc.
- Appendix 9 - Letter re classification of "Equipment Maintainer"
- Appendix 10 - Letter re classification of "Truck Driver"
- Appendix 11 - Letter re Jury Duty Pay, unloading of containers and "booking-back"
- Appendix 12 - Letter re changing meal time
- Appendix 13 - Letter re displaced employees reverting to unassigned list
- Appendix 14 - Letter re employment security for 150 employees
- Appendix 15 - Letter re employees required to work on general holidays
- Appendix 16 - Letter re employees not covered by Appendix 14

Applicable to Groups I, III and IV

Appendix 17 - Letter re free and reduced rate transportation

Appendix 18 - Letter re privatization and commercialization

Applicable to Group I (Port aux Basques)

Appendix 19 - Letter re staff reduction and recall to service

Applicable to Groups I, III and IV

Appendix 20 - Letter re HRDC and Mediation Services

Appendix 21 - Letter re extended health care benefits for employees on sick leave

Appendix 22 - Letter re Trainers

Appendix 23 - Letter re Recruitment and Selection - Assessment Process

Appendix 24 - Letter re New Employees in Full Time Education

Appendix 25 - Letter re Communications Committee

Appendix 26 - Letter re Selection Day

Applicable to Groups IV

Appendix 27 - Letter re ILA Start Time

Applicable to Groups I, III and IV

Appendix 28 - Letter re Education Fund and Administration Fund

Appendix 29 - Letter re Pay-out of bank time to top up pay

Applicable to Group IV

Appendix 30 - Letter re - Relocation of traffic directors

Applicable to Group I

Appendix 31 - Letter re Overtime dated 30 August 2002

Applicable to Groups I, III and IV

Appendix 32 - Health and Welfare Improvements

Appendix 33 - Letter re Contract Negotiations

Applicable to Group III

Appendix 34 - Letter re Group III Clarification of Article
11 - Staff Reduction

Applicable to Groups I, III and IV

Appendix 35 - Letter re Free and Reduced Transportation

ARTICLE 1 DEFINITIONS

- 1.1 (a) The word "employee" as used hereinafter shall be understood to mean any employee holding seniority under this Agreement.
- (b) Reference to number of days in this Agreement means calendar days, unless otherwise specified.
- 1.2 (a) A "temporary vacancy" is a vacancy in a position caused by the regularly assigned occupant being absent from duty (including on vacation but excluding preretirement vacation) or temporarily assigned to other duties.
- (b) The term "work week" for regularly assigned employees means a week beginning on the first day on which the assignment is bulletined to work. For extra or unassigned employees the term means a period of seven (7) consecutive days starting Sunday.
- 1.3 The classification of "Freight Employees" where positions mentioned exist, or are created, shall be as follows:
- A "Checker" is one who checks freight between freight sheds, boats or trucks, who supervises the proper loading and unloading of freight, and is responsible for the accuracy of weights, number of packages, addresses and marks.
- 1.4 (a) "Regularly assigned employee" means an employee who is assigned to a regular shift schedule. "Unassigned employee" means an employee who is not assigned to a regular shift schedule and who is directed to whatever work is available on a day-to-day basis.
- (b) The standard work week shall be 5 days, commencing on Sunday, and 8 hours shall constitute a standard work day. This article does not constitute a guarantee for 40 hours work a week.

ARTICLE 2 RECOGNITION AND SCOPE

- 2.1 The Company recognizes the USW/ILA Council of Trade Unions as the sole collective bargaining agent with respect to wages, hours of work and other working conditions for all classes of employees enumerated in Appendix I.
- 2.2 For purposes of identifying separate seniority and other provisions applying to specific units covered by this Agreement employees will be grouped as follows:
- (I) Terminal and Clerical employees in the

Province of Newfoundland

(III) Terminal and Clerical employees at North Sydney

(IV) Stevedores at North Sydney

2.3 When vacancies occur in positions not covered by Union Agreement, applications from employees holding seniority rights under this Agreement will be given consideration for such positions providing they have the necessary capabilities.

2.4 (a) The Union acknowledges that it is the exclusive function of the Company to:

(i) maintain order, discipline and efficiency;

(ii) hire, direct, classify, transfer, promote, demote, discharge and suspend or otherwise discipline employees, and to increase or decrease working forces;

(iii) manage the operation in which the Company is engaged and without restricting the generality of the foregoing, to determine the work to be performed, the methods, processes and means of handling, and the schedules of work.

2.4 (b) The Company agrees that these functions will be exercised in a manner not inconsistent with the terms of this Agreement.

2.5 Applicable to Group IV only:

Each employee in Group IV shall become a member of the Union and remain a member of the Union while employed under this agreement.

ARTICLE 3 SENIORITY

3.1 An employee will be considered on probation until completing 90 days of actual work in the service of the Company. If found unsuitable during that period in the opinion of the Company, such employee will not be retained. After completing the 90 day probationary period an employee will be regarded as coming within the terms of the Agreement.

3.2 Seniority groupings will be in accordance with Article 2.2 and lists will be revised and posted in January of each year. Such lists will show seniority numbers, names, positions, location (where more than one location is involved) and date of last entry into the service in a

position covered by this Agreement. The name of an employee shall be placed on the seniority list for the appropriate group immediately upon being employed on a position covered by this Agreement. Employees transferred to an excepted position or on leave of absence will have appropriate notation placed opposite their name. Copies of lists will be furnished to appropriate officers of the USW/ILA Council.

- 3.3 Protests in regard to seniority standing must be submitted in writing within 60 days from the date seniority lists are posted. When proof of error is presented by an employee or the appropriate representative, such error will be corrected and when so corrected the agreed upon seniority date shall be final. No change shall be made in the date accredited an employee which has appeared on two consecutive annual seniority lists unless protested in writing within the time limits specified in this Article, and names which have not appeared on two consecutive annual seniority lists shall not be restored to such list except in accordance with Article 3.6. No change in seniority status will be made unless concurred in by the appropriate officer of the Council.
- 3.4 The names of employees transferred with their work from a staff covered by this Agreement to a staff not covered by this Agreement shall be removed from the seniority list.
- 3.5 The seniority status of employees transferred with their work from a staff not covered by this Agreement to staff covered by this Agreement shall be decided by agreement between the appropriate officers of the Company and the Council. The basis of such decision shall be the seniority to which the employees would have been entitled had service on such other staff been governed by the terms of this Agreement. Seniority will only be established in this Agreement by mutual agreement.
- 3.6 Employees who have been discharged and are subsequently returned to the service on a position covered by this Agreement will only be allowed seniority from the date of return to the service, unless reinstated with former seniority status.
Employees who are not reinstated with former seniority status within two years of the date of discharge may only be so reinstated by agreement between the proper officer of the Company and the Chairman of the Council.
- 3.7 When two or more employees commence work in the same seniority group on the same day the procedure for establishing relative seniority will be as follows:
 - (a) The employee already in the service
 - (b) The employee who ranked highest on the pre-employment interview.

- 3.8 (a) Employees who, while filling positions under this Agreement, are promoted to positions covered by another wage agreement may continue to fill such positions for a continuous period up to six months without loss of seniority, but must return to their former positions at, or prior to, the expiration of such six months' period, or forfeit seniority rights under this Agreement, provided they can hold work under this Agreement.
- (b) Article 3.8(a) shall not apply to employees who, while holding seniority rights under another wage agreement, obtain employment and establish seniority under this Agreement. If such employees, while filling positions under this Agreement, exercise their seniority under the provisions of another wage agreement, their names will be dropped from the seniority list. An employee shall not be regarded as having exercised seniority rights when used for emergency service only.
- 3.9 (a) (applicable to Group I)
- (i) The names of employees who have been or are transferred from positions covered by this Agreement to official or excepted positions with the Company, or its subsidiaries, will be continued on the seniority list for the group from which transferred and shall continue to accumulate seniority while so employed. Such employees, when released from excepted employment, except at their own request, may exercise their seniority rights to any position in their seniority group which they are qualified to fill. They must make their choice of a position, in writing, within ten calendar days from the date of release from excepted employment and commence work on such position within 30 calendar days from the date of release from excepted employment. Failing this, they shall forfeit their seniority and their names shall be removed from the seniority list.
- (ii) If an employee released from a permanent official or excepted position after a period of five (5) years from the date of promotion or transfer exercises seniority in accordance with 3.9 (a)(i) a TO&O in accordance with Article 5 of the Income Security Agreement will be declared. For employees currently in permanent official or excepted positions the five (5) year period will commence 1 January 2001.

3.9 (b) (applicable to Group III)

Unless otherwise mutually agreed:

- (i) The name of an employee who has been or is transferred from a position covered by this Agreement to an official or excepted position with the Company, or its subsidiaries, prior to July 1, 1978, will be continued on the seniority list for the group from which transferred and shall continue to accumulate seniority while so employed.
- 3.9 (b) (ii) An employee who is promoted on or after July 1, 1978, to a permanent non- schedule, official or excluded position with the Company, or its subsidiaries, shall continue to accumulate seniority on the seniority list from which promoted for a period of two (2) consecutive years. Following this two-year period in such capacity, such employee shall no longer accumulate seniority but shall retain the seniority rights already accumulated up to the date of his or her promotion.
- (iii) An employee who is promoted on or after November 1, 1978 to a permanent non- schedule, official or excluded position with the Company, or its subsidiaries, shall forfeit all seniority rights under this Agreement when **the employee** has been in such capacity for a period of five consecutive years.
 - (iv) When an employee, who has not forfeited seniority under the above provisions, is released from such excepted employment, except at **the employee's** own request or as a disciplinary measure, may exercise seniority rights to any position in **the** seniority group **for which** qualified to fill. **The employee** must make **the** choice of a position, in writing, within ten calendar days from the date of release from excepted employment and commence work on such position within 30 calendar days from the date of release from excepted employment. Failing this, **the employee** shall forfeit seniority and **the name of the employee** shall be removed from the seniority list.

NOTE: When an employee is temporarily promoted to an excepted position for less than sixty (60)

days, **the employee's** position will be filled in accordance with Article 11.1 (b). When released from the excepted position **the employee** must return to **the employee's** regular assignment.

NOTE: The supplementary seniority list for employees promoted on or after July 1, 1978 to a permanent non-schedule, official or excluded position with the Company, or its subsidiaries will operate as follows:

(a) An employee's name will not be removed from the existing seniority list and placed on the supplemental seniority list until the employee stops accumulating seniority.

(b) Employees promoted to a permanent non-schedule, official or excluded position with the Company, or its subsidiaries after July 1, 1978 shall, after a period of 2 consecutive years from the date which promoted have their names placed on the supplemental seniority list in seniority order with accumulated seniority up to the date of promotion.

(c) Employees covered by the provisions of Item (b) above who are released from excepted employment will have their names deleted from the supplemental seniority list and their names will be placed on the seniority list in accordance with their seniority which they accumulated up to the date of promotion.

(d) Employees promoted to a permanent non-schedule, official or excluded position with the Company or its subsidiaries after November 1, 1978 shall after a period of 5 consecutive years from the date which promoted have their names removed from the supplemental seniority list and such employees will at such time forfeit all seniority rights under this agreement.

3.9 (c) (applicable to Group IV)

The name of an employee promoted to an excepted position with the Company, will be continued on the seniority list

for the group or groups from which promoted, and **the employee** shall continue to accumulate seniority while so employed. Such person, when released from such employment, may exercise seniority rights to a position in any of **the employee's** seniority groups which **the employee** is qualified to fill. Failing to do so within 30 days, **the employee's** name will be dropped from the seniority lists. This same principle will also apply to an employee who accepts work under another Marine Atlantic Wage Agreement, except that, providing work is available to **the employee** in any of **the employee's** seniority groups, **the employee** must return to such employment at or prior to the expiration of a six-month period or forfeit seniority rights under the Agreement and **the name of the employee** shall be removed from the seniority list.

3.10 Applicable to Group IV:

(a) Employees will be classed as follows:

- Class 1 - Trackmobile Operator
- Class 2 - Lift Operator (Class I)
- Class 3 - Tractor Trailer Operator
- Class 4 - Checker
- Class 5 - Truck Driver
- Class 6 - Lift Operator (Class II)
- Class 7 - Frt. Handler/Stevedore
- Class 8 - Traffic Director
- Class 9 - Equipment Maintainer

- (b) ILA Members shall establish seniority in Class 7 from the date of last entry into service in a position covered by this Agreement, and their names shall be added immediately to any group, from Class 1 to 9, for which qualified in the judgement of the Company in the order in which they appear in Class 7.
- (c) Seniority list for Class 7 will show name, seniority number and date of last entry into service as in Article 3.10(a).
- (d) Seniority lists for Class 1 to 9 shall show name and seniority number. Employees who do not qualify for such lists upon last entry into service as in Article 3.10(a) shall be added to the bottom of such lists upon application, if qualified in the judgement of the Company at that time.
- (e) Employees shall not be permitted to withdraw their names from any seniority list without good and sufficient reason.

- (f) Seniority lists will be kept up to date by the Company and copies thereof furnished to the Union in January of each year.
- (g) Employees shall be called for and assigned to the positions, in the sequence listed in Article 3.10(a), in accordance with their standing on the lists for each Class.

ARTICLE 4 HOURS OF SERVICE AND MEAL PERIOD
(applicable to Groups I & III)

- 4.1 Except as otherwise provided, eight consecutive hours of service, exclusive of the meal period, shall constitute a day's work.
- 4.2 Employees may be assigned to work eight consecutive hours and allowed 20 minutes for lunch without deduction of pay.
- 4.3 Where the work is of an intermittent character, there being no work for periods of more than one hour's duration for one or more employees, and their services cannot otherwise be utilized, split trick assignments may be established by mutual agreement between the accredited representative and the proper officer of the Company. Split trick assignments will be confined to not more than two tours of duty within a spread of twelve consecutive hours in any day with payment for less than eight hours within a spread of twelve consecutive hours. The spread of hours may be extended by mutual agreement to take care of exceptional conditions. Split trick assignments must not be established until agreed to by the accredited representative of the employees or, in the case of a dispute, until a decision has been rendered authorizing establishment.
- 4.4 Where it has been the practice for employees to work less than eight hours per day, that practice shall be continued unless changed on account of conditions beyond the control of the Company. Should conditions occasionally demand, employees working such reduced hours may be required to work eight hours per day and overtime will not accrue until after eight hours' service has been performed. To take care of regular requirements, such employees may be required to work extra hours on certain days and overtime shall only accrue after eight hours' service has been performed.
- 4.5 Regularly assigned employees who report for duty on their regular assignments shall be permitted to complete their assignment unless they lay off of their own accord, in which event they shall be allowed actual time worked at the hourly rate, except as may be otherwise mutually arranged locally.
- 4.6 Employees will be allowed time in which to eat between the

ending of the fourth hour and the beginning of the seventh hour after starting work, unless otherwise mutually arranged locally. The meal period shall not be less than 30 minutes, nor more than one hour, unless otherwise mutually arranged locally. Employees shall not be assigned a specific meal period between 2200 hours and 0600 hours. If time in which to eat is not allowed within the agreed time limit, and is worked, such time shall be paid for at the hourly rate and 20 minutes for lunch, without deduction of pay, shall be allowed at the first opportunity.

- 4.7 Regular assignments shall have a fixed starting time and the regular starting time shall not be changed without at least 36 hours' notice to the employees affected. The starting time of an employee shall be the same on all days of the week, unless otherwise agreed upon locally.
- 4.8 Extra or unassigned employees called in to work, except to relieve on regular assignments, will be paid at the hourly rate with a minimum of four hours for each time required to commence work. The meal period provided for in Article 4.6 will not be considered a break.
- 4.9 Except in emergencies, extra or unassigned employees shall not be called for duty in any seven-day period after they have completed 40 hours' work in such period.
- 4.10 All possible regular relief assignments with five days' work per week and two consecutive rest days (subject to Article 29.4) 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.
- 4.11 Where situations exist making it impracticable to establish relief assignments in accordance with Article 4.10, the accredited representative of the employees and the proper officer of the Company 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.
- 4.12 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.
- 4.13 Where work is required by the Company to be performed on a day which is not part of any assignment, it may be performed by an available extra or unassigned employee who will otherwise not have 40 hours of work that week. In all other cases by the regular employee.

4.14 Hours of Work (applicable to Group IV)

(a) The standard work week shall be 5 days, commencing on Sunday, and 8 hours shall constitute a standard work day. This article does not constitute a guarantee for 40 hours work a week.

(b) Assignments will be based on 5 work days and 2 rest days in a calendar week. The rest days may be staggered in accordance with the Company's operational requirements.

(c) Employees assigned to work 8 consecutive hours will be allowed 20 minutes in which to eat, without loss of pay, during the following designated meal periods:

0700 to 1500 hrs shift - between 1130 and 1300 hrs
 1500 to 2300 hrs shift - between 1800 and 1930 hrs
 1600 to 2400 hrs shift - between 1800 and 1930 hrs
 1700 to 0100 hrs shift - between 1900 and 2030 hrs
 2300 to 0700 hrs shift - between 0300 and 0430 hrs

standard or daylight time, whichever is applicable.

(d) Employees who have completed 8 hours work may be required to work up to 2 hours overtime without a meal period.

(e) The starting times for employees shall be as follows:

0700 hours
 1500 hours
 1600 hours
 1700 hours
 2300 hours

standard or daylight time, whichever is applicable. Should the requirements of the service necessitate starting times other than as stated above, these shall be arranged by mutual agreement between the appropriate officer of the Company and the Union.

(f) Unassigned employees who are allocated to work a vessel and the vessel's arrival is delayed, may be reassigned and will be employed until an 8 hour shift has been completed.

4.15 Missed Shift (Applicable to Group I, III, and IV)

For spare and relief employees, where it has been concluded by the Company and the Union that a missed shift did occur, the shift will only be paid should the Company be unable to provide the employee with the missed work opportunity prior to the end of the applicable pay period. The employee will only be called out to make up the shift in seniority order.

Should an employee refuse a shift after the missed shift, the missed shift will not be paid.

ARTICLE 5 OVERTIME AND CALLS

- 5.1 Subject to the provisions of Article 4.4, time worked by employees on regular assignments, continuous with, before or after the regularly assigned hours of duty shall be considered as overtime and shall be paid for at 15 minute intervals at one and one half (1 ½) times the hourly rate. Every effort will be made to avoid the necessity for overtime, however, when conditions necessitate, employees will perform authorized overtime work. However, when conditions necessitate, employees will perform overtime work as follows:
- a) When required as a result of operational requirements (for Group IV operational requirements is defined as any delay in arriving and/or departing vessel) and on an occasional basis, employees working on an eight hour schedule will provide up to but not more than a total of three (3) hours overtime daily, at the beginning of a regular shift, at the end of a regular shift or any combination of both, provided that the three (3) hours total is not exceeded. When a twenty-four (24) hours continuous shift pattern is not in place for a classification, the Employer will not require continuous overtime amounting to six hours, comprised of three (3) hours at both the end of the evening shift and at the beginning of the following day shift. In cases where the Employer requires three (3) hours at the end of the evening shift, for Group IV employees the Employer shall not require overtime at the beginning of the following day shift in excess of the one hour stated in letter of understanding Appendix 38.
 - b) For Group I employees working on an eighty (80) hour work week (split shift) schedule, the overtime arrangement shall be in accordance with the letter of understanding dated 30 August 2002 as appended to this agreement.
- 5.2 There shall be no overtime on overtime. Time worked in excess of 40 hours in a work week shall be paid for at one and one-half times the hourly rate, but overtime hours paid for under Article 5.1 shall not be utilized in computing the 40 hours per week. However, up to eight hours paid for on holidays or when changing shifts may be so utilized. In addition, time paid for as arbitraries or special allowances (e.g., attending Court, deadheading, travel time) shall be utilized in computing overtime when such payments apply during assigned working hours, or when such time is now included under existing articles in computations leading to overtime.

- 5.3 Regularly assigned employees notified or called to work not continuous with, before or after the regularly assigned hours, shall be allowed a minimum of three hours at one and one-half times the hourly rate for three hours' work or less, and if held on duty in excess of three hours, will be allowed compensation on the minute basis at one and one-half times the hourly rate.

However, employees may, if the conditions justify, be compensated as if on continuous duty. This does not apply to employees whose calls are cancelled before leaving home.

- 5.4 Employees required to work on their assigned rest days shall be paid at one and one-half times the hourly rate with a minimum of three hours for which three hours service may be required except:

- (a) As otherwise provided in Article 29.
- (b) Where such work is performed by an employee due to moving from one assignment to another in the application of seniority or where mutually agreed.
- (c) Where such work is performed by an employee due to moving to or from an extra or laid-off list.
- (d) Where rest days are being accumulated under Article 29.3.

- 5.5 No overtime shall be worked except by direction of proper authority, except in cases of emergency where advance authority is not obtainable. Overtime will not be allowed unless claim is made to the proper official of the Company within 48 hours from the time service is performed.

- 5.6 Employees will not be required to suspend work during regular hours to absorb overtime.

- 5.7 **When unassigned qualified employees are not available at straight time rates, time worked in excess of the regularly assigned hours, due to changing shift, or moving to or from the unassigned list shall be paid at hourly rates, if due to application of seniority rules or where such changes in shifts are mutually arranged. The excess time worked may be banked at straight time rates.**

ARTICLE 6 DISCIPLINE PROCEDURE

- 6.1 An employee, who has completed the probationary period, will not be disciplined or discharged without an investigation.

- 6.2 Investigations in connection with alleged irregularities will be held as quickly as possible. The employee may be held out of service for investigation (not exceeding three working days) and will be given at least one day's notice in writing of the investigation and of the charges. This shall not be construed to mean that a proper official of the Company, who may be on the ground when the cause for investigation occurs, shall be prevented from making an immediate investigation. An accredited Union representative, selected by the employee, must be in attendance at the investigation. In the event the accredited Union representative selected by the employee is not available, another accredited representative selected by the employee will be substituted. When an employee requests a change to the date stated in the above notice of investigation, that delay shall not be normally in excess of 7 days so as not to delay the process. Upon request, the employee being investigated shall be furnished with a copy of the statement taken, if it is made a matter of record at the investigation. The decision will be rendered within 28 calendar days from the date the statement is taken from the employee being investigated. An employee will not be held out of service pending the rendering of a decision, except in the case of a dismissable offence.
- 6.3 If the decision is considered unjust, an appeal may be made in writing within 14 calendar days in accordance with the Grievance Procedure. Such appeal shall set forth the grounds upon which it is made. The hearing on appeal shall be granted and a decision rendered as quickly as possible. On request, the accredited representative of the Council shall be shown all evidence in the case.
- 6.4 Should an employee be exonerated that employee will be paid at the regular rate of pay for any time lost (one day for each 24 hours), less any amount earned in other employment. If away from home the employee will, on production of receipts, be reimbursed reasonable expenses for travelling to and from the investigation.

ARTICLE 7 GRIEVANCE PROCEDURE

- 7.1 Any complaint raised by an employee concerning the interpretation, application or alleged violation of this Agreement, or an appeal by an employee believing to have been unjustly dealt with, when it is not possible to adjust in a satisfactory manner with the immediate Supervisor, shall be handled in the following manner.

STEP 1 Within fourteen (14) working days from cause of grievance the employee and/or an accredited local representative will present the grievance in writing to the person designated by the Company

including a written statement of the grievance. A decision will be given as soon as possible but in any case within fourteen (14) working days of receipt of grievance.

STEP 2 Within forty two (42) calendar days of receiving decision under Step 1 the President or accredited representative of the Union may appeal the decision to the person designated by the Company. The appeal shall include a written statement of the grievance and where it concerns the interpretation or alleged violation of the Agreement, the statement shall identify the Article and the paragraph of the Article involved. A decision will be rendered within forty two (42) calendar days of receiving appeal.

- 7.2 A grievance involving the discipline, suspension or discharge of an employee may be processed commencing at Step 2 of the Grievance Procedure within forty two (42) calendar days of the date the employee is notified of the discipline.
- 7.3 The settlement of a dispute shall not under any circumstances involve retroactive pay beyond a period of 60 calendar days prior to the date that such grievance was initially submitted at the appropriate step of the Grievance Procedure.
- 7.4 Where a grievance is not progressed by the Union within the prescribed time limits the grievance will be considered to have been dropped. Where a decision is not rendered by the person designated by the Company within the prescribed time limits the grievance will be processed to the next step in the Grievance Procedure, except as provided for in Article 7.5.
- 7.5 When the person designated by the Company fails to render a decision with respect to a claim for unpaid wages within the prescribed time limits, the claim shall be paid. The application of this Article 7.5 shall not constitute an interpretation of the Collective Agreement.
- 7.6 The time limits as provided under this Article may be extended by mutual agreement.

ARTICLE 8 FINAL SETTLEMENT OF DISPUTES

- 8.1 Failing settlement in accordance with the last step of Article 7.1 the dispute may be referred by the Chairman USWA/ILA Council or the appropriate officer of the Company to a single arbitrator for final and binding settlement without stoppage of work.

- 8.2 Any grievance which is not settled to the satisfaction of the Union or the Company may be progressed to arbitration by written notice to the Director of Human Resources or the President within thirty (30) calendar days following the receipt of the decision at Step 2 or the due date of such decision if not received. If not submitted within the time stipulated the grievance shall be considered settled on the basis of the last decision.
- 8.3 With the intention of having a simplified and accelerated system of Arbitration, an expedited Arbitration process may be used with mutual agreement by the parties. If such process is agreed to by the parties for the resolution of the grievance, it is understood that both parties will meet within thirty (30) calendar days establish the guidelines for the expedited process.
- 8.4 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 that selection shall be final.
- 8.5 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.
- 8.6 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 the arbitrator shall have no power to add to, or subtract from or modify any of the terms of the Agreement.
- 8.7 The arbitrator shall render the decision, in writing together with written reasons therefore, to the parties concerned within 30 calendar days following the conclusion of the hearing.
- 8.8 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.
- 8.9 The time limits as provided herein may be extended by mutual agreement.

ARTICLE 9 GENERAL HOLIDAYS

- 9.1 Employees who qualify 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

The day after that on which New Year's Day is observed.

Good Friday

Easter Monday (Nova Scotia only)

Victoria Day

Discovery Day (Nfld. only)

Canada Day

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

- 9.2 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 day after that on which New Year's Day is observed.
- 9.3 If a holiday is more generally recognized than any one of the holidays specified above, the signatories hereto will substitute such holiday therefore. 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 9.1, employees:
- (a) Must have been in the service of the Company and available for duty for at least 30 calendar days. This clause (a) does not apply to employees who are required to work on the holiday;
 - (b) Must be available for duty on such holiday if it occurs on one of the employees' work days excluding vacation days except that this does not apply in respect of employees who are laid off or suffering from a bona fide injury, or who are hospitalized on the holiday, or who are in receipt of, or who subsequently qualify for, weekly sickness benefits because of illness on such holiday; regularly assigned employees who are required to work on general holidays shall be given an advance notice of four calendar days, except for unforeseen exigencies of the service, in which case the employees will be notified not later than the completion of the shift or tour of duty immediately preceding the holiday that such services will be required;

- (c) Must be entitled to wages for at least 12 shifts or tours of duty during the 30 calendar days immediately preceding the general holiday. This Clause (c) does not apply to employees who are required to work on the holiday.

NOTE: Provided that employees are 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 employees qualify 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).

- 9.5 Qualified employees whose vacation periods coincide with any of the general holidays specified in Article 9.1 shall receive an extra day's vacation with the pay to which they are entitled for that general holiday.
- 9.6 (a) Assigned employees qualified under Article 9.4 and who are not required to work on a general holiday shall be paid eight hours' pay at the straight-time rate of the regular assignment.
- (b) Unassigned or spare employees qualified under Article 9.4 and who are 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 employees worked their last tour of duty prior to the general holiday.

NOTE: In the application of this Article 9.6 for weekly-rated employees "eight hours' pay at the straight-time rate" shall be deemed to be a day's pay as calculated according to Article 9.9.

- 9.7 Employees who are required to work on general holidays 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 on that holiday with a minimum of 3 hours for which 3 hours' service may be required, but employees called for a specific purpose shall not be required to perform routine work to make up such minimum time.
- 9.8 Shifts or tours of duty commencing between 2400 hours 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.
- 9.9 The daily rate of pay for weekly-rated employees shall be

the weekly rate divided by five.

9.10 Applicable to Groups I and III:

When a vacancy is to be filled or additional staff are required on a holiday it will be filled in the following order:

- a) to the senior qualified assigned employee within that department who is not required to work their assignment on the holiday and wishes to fill the vacancy or there being none than the;
- b) senior qualified employee assigned within another department who is not required to work their assigned position and who has made their intentions known in the appropriate manner that they wish to protect work in classifications for which they are qualified on the holiday or there being none than the;
- c) the senior qualified available spare.

- 9.11 a) Employees may elect to receive additional time off in lieu of pay for time worked on a general holiday.
- b) Such time off shall be calculated as one and one half times the hours worked on that general holiday.
- c) Such time off shall be taken as locally arranged and only when an employee can be released or a suitable replacement is available.
- d) All accumulated "banked" time must be cleared prior to the end of the calendar year following the year which the time was "banked".

9.12 Employees who retire will have the option to be paid a lump sum for any unused general holiday bank time at the date of retirement.

ARTICLE 10 ANNUAL VACATIONS

10.1 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	Minimum Days	Days Cumulative	Maximum	Percent of preceding years wages
Continuous	Cumulative	Compensated	Working	
Employment	Compensated	Service (or	Days	
Relationship	Service	Major Portion	Vacation	
on Next Service	by Next Service	Thereof) in		
Anniversary Date	Anniversary Date	Previous		

		Calendar Year Required for 1 Working Day's Vacation		
Less than 4	-	25	10	4
4	1000	16 2/3	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)

- 10.2 Any vacation granted in accordance with Article 10.1 for which employees do not subsequently qualify will be deducted from their vacation entitlement in the next calendar year. If such employees leave the service for any reason prior to their next vacation, the adjustment will be made at time of leaving.
- 10.3 At the 30-day vacation entitlement level the Company will have the option of:
- (a) Scheduling an employee for five weeks' vacation with the employee being paid for the sixth week at pro rata rates;
 - or
 - (b) Splitting the vacation on the basis of five weeks and one.
- 10.4 Vacation days shall be exclusive of assigned rest days and the legal holidays specified in Article 9.1.
- 10.5 Days worked on any position covered by a similar vacation agreement will be counted as service for vacation purposes under this Agreement.
- 10.6 A year's service is defined as 250 days of cumulative compensated service.
- 10.7 Provided employees render compensated 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.
- 10.8 Vacation pay will be the greater of the appropriate percentage of the employee's wages in the preceding calendar year as per Article 10.1 or the rate of the position filled during such vacation period.

- 10.9 Employees terminating 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 leaving the service, as provided for in Article 10.1 and, if not granted, will be allowed pay in lieu thereof.
- 10.10 Employees who are laid off shall be paid for any vacation due them at the beginning of the current calendar year and not previously taken, and, if not subsequently recalled to service during such year, shall, upon application, be allowed pay in lieu of any vacation due them at the beginning of the following calendar year.
- 10.11 Employees who leave the service of their own accord, or are dismissed for cause and not reinstated in their former seniority standing within two years of date of such dismissal, will, if subsequently returned to the service, be required to again qualify for vacation with pay as provided in Article 10.1.
- 10.12 Employees who have 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 they became entitled to the vacation.
- 10.13 Employees who, due to sickness or injury, are unable to take or complete their annual vacations in that year shall, at their option, have the right to have such vacation carried to the following year.
- 10.14 Applications for annual vacation from employees, shall be filed prior to February 1st and in so far as it is practicable to do so, applicants will be allotted vacation during the summer season, in order of seniority of applicants, and unless otherwise authorized by the appropriate officer of the Company, the vacation period shall be continuous. Applicants will be advised in February of dates allotted them, and unless otherwise mutually agreed employees must take their vacation at the time allotted. Employees who do not apply for vacation prior to February 1st, shall be required to take their vacation at a time to be prescribed by the Company unless otherwise mutually agreed.
- 10.15 Employees who exercise their seniority after vacation dates are allotted and transfer from the work unit to which assigned when vacation dates were allotted, will be required to take their vacation at a time as locally arranged.
- 10.16 Employees who, while on annual vacation, become ill or are injured, shall have the right to terminate (temporarily) their vacation and be placed on weekly indemnity.

Employees who are again fit for duty shall immediately so inform the appropriate officer of the Company 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 appropriate officer of the Company and the authorized local union representative.

- 10.17 Employees who are 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, that employee will be paid at a rate of time and one-half the regular rate of wages for all work performed during the scheduled vacation period. The rescheduled vacation with pay to which the employee is entitled will be granted at a mutually agreed upon later date. This Article 10.17 does not apply where rescheduling is a result of an employee exercising seniority to a position covered by another vacation schedule.
- 10.18 The appropriate officer of the Company and the recognized representative of the employees will, as far as practicable, make mutual arrangements to carry on the work while members of the staff are on vacation, with the object of avoiding additional expense to the Company, but if this is not practicable, employees engaged temporarily, or employees temporarily promoted from one position to another, to provide vacation relief, will, if definitely assigned to fulfill the duties and responsibilities of a higher-rated position, be paid the schedule rate applicable to such position. Employees engaged temporarily, or employees temporarily promoted to a Clerk's position to assist in keeping up the work, will be paid not less than the minimum schedule rate for a Clerk's position on the staff on which employed. In the application of this rule due regard will be given to apprentice or graded rates.
- 10.19 Employees who retire will have the option to be paid a lump sum for any unused vacation at the date of retirement.

ARTICLE 11 BULLETINING AND FILLING POSITIONS

- 11.1 Applicable to Groups I and III:
- (a) Vacancies, newly-created positions or seasonal positions, any of which are known to be of 60 calendar days' duration or more, will be bulletined to the seniority group.
 - (b) Vacancies, newly-created positions or seasonal positions, any of which are known to be more than

fifteen working days and less than 60 calendar days will be bulletined only to employees at the location where the vacancy occurs. Vacancies unable to be filled locally under this process will be bulletined to the seniority group as per Article 11.1(a).

- (c) Vacancies, newly created positions or seasonal positions of fifteen working days or less, and vacancies in other positions pending occupancy by the successful applicant may be filled by a qualified senior employee at the terminal affected, who advises in the established manner prior to the starting time of the vacancy of their desire to fill the position, without the necessity of bulletin. An employee filling a temporary vacancy pending occupancy by the successful applicant will not be subject to displacement during the first 30 calendar days of occupancy. When it is known that a temporary vacancy will occur, employees desiring the position may be required, as locally arranged, to make their intentions known some time prior to the starting time of the vacancy. The employee, so assigned, will not be subject to displacement during such period, except by a senior qualified employee unable to hold work at the terminal affected.
- (d) Bulletins will be posted promptly for a period of at least seven calendar days for Group I and five calendar days for Group III in places accessible to all employees affected and a copy of each bulletin will be furnished to the local Council representative concerned.
- (e) All bulletins will show classification and location of the position, general description of duties, necessary qualifications (where applicable), rate of pay, hours of assignment, assigned rest days, the approximate date of commencement for seasonal and temporary assignments and their approximate duration.
- (f) Employees, other than those referred to in Article 3.9, desiring such position will submit **application in established manner** showing seniority number, present classification and location, together with their qualifications. Applications must be filed to reach the designated officer by the closing date specified in the bulletin. As evidence that an application has been submitted each applicant must forward a copy of application to the local representative concerned.
- (g) When a vacancy or a new position is to be filled, it shall be awarded to the senior applicant who has the qualifications required to perform the work.

Management will be the judge of qualifications subject to the right of appeal by the employee and/or the Council. The name of the appointee and seniority date will be shown on the next bulletin. In the case of bulletined vacancies or positions of 60 calendar days duration or less, preference will be given applicants from the location where the vacancy occurs.

- (h) Employees shall be permitted to assume positions to which appointed within 15 calendar days of the date of bulletin making the appointment and must assume such position within 30 calendar days of such appointment or on completion of their present, or subsequent, temporary assignments.
- (i) Regularly assigned employees who are assigned to temporary vacancies may, upon completion of such temporary assignments, displace junior employees on any other temporary assignments, except as provided for in Article 11.1(c) before returning to their regularly assigned positions. Upon the completion of a temporary vacancy of any duration an employee who is not regularly assigned to a regular position must exercise seniority in accordance with the provisions of Article 12.2.
- (j) Employees returning from vacation or leave of absence shall resume their former positions or within five calendar days of their return exercise their seniority to any position bulletined during the absence. When displacing on positions of 60 calendar days' duration or less, 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 to a junior employee during the period between their appointment and subsequent displacement.
- (k) Employees, who are assigned to positions by bulletin, will receive a full explanation of the duties of the position and must demonstrate ability to perform the work within a reasonable probationary period up to 30 working days, the length of time dependent upon the character of the work. Any extension of time beyond 30 working days shall be locally arranged. Failing to demonstrate the ability to do the work the employees shall be returned to their former positions without loss of seniority and the employees so displaced will be returned to their former position or exercise seniority over any positions awarded to junior employees in the interim period. When employees who have been assigned to positions by

bulletin fail to demonstrate ability to perform the work, the positions will be rebulletined.

- (l) When senior applicants are not awarded bulletined positions, they may appeal the appointments, in writing, within 14 calendar days of such appointments through the grievance procedure. After making an appeal, the employees may be required to demonstrate their qualifications for the positions.
- (m) Employees, removed from positions to which appointed, as a result of grievances filed by senior employees, may return to their former positions, or exercise seniority rights to any positions for which qualified, awarded to junior employees during the period between the appointment and subsequent removal and the employees so displaced will be allowed to exercise seniority.

11.2 Applicable to Groups I & III

- (a) A position shall be declared vacant, and bulletined only at the location affected, when the regularly assigned starting time or spread of hours is changed by more than two hours, or assigned rest day or days are changed. Such position shall be awarded to the qualified senior employee at such location who makes written application therefore within five calendar days from the date the bulletin is posted. An employee, displaced as a result of the foregoing, must, within five calendar days of being displaced, exercise seniority rights to another position for which qualified to fill at the location. Such an employee, after so exercising seniority, but before working on such position, may displace a junior employee filling a temporary vacancy.
- (b) The Company shall have the right of selection for positions of Operator (Lift Bridge), except that seniority shall be a considering factor in filling vacancies in such positions. The appropriate officer of the Company shall be the judge, subject to appeal.
- (c) In the event that there are unfilled vacancies for which there are no qualified applicants, the junior qualified employees at the terminal may be required to fill such positions. In such cases, the Company will arrange the training of other employees for the positions so that the employees required to fill the positions may be returned to their regular assignments as soon as is practicable and will be able to resume their former positions after 30 calendar days. The Company shall inform the local representative under whose jurisdiction the employees

come that this article has been invoked. **Employees will be paid the hourly rate of pay for the classification they would have worked if not required to fill this position provided that the hourly rate is higher than the classification of the position they are required to fill. This clause will not apply to employees who are subject to commitment hours in accordance with Article 29.5 or any other applicable service agreement.**

11.3 Applicable to Group IV only:

- (a) All positions which will be regularly assigned in each Class will be bulletined at least 3 times each year, at times that will meet the requirements of the service. In addition to the foregoing, new positions, re-established positions, permanent vacancies or temporary vacancies in excess of 30 working days shall be bulletined as necessary in places accessible to the employees for 5 days. Provided that the applicant has, in the opinion of the Company, sufficient ability to perform the work, appointments will be made in order of seniority on the seniority list for the group concerned. The bulletin procedure shall be as follows:
- (i) The bulletin shall show the classification, rate of pay, hours of assignment, and rest days, and a copy shall be supplied to the Council.
 - (ii) Employees must apply for such positions within the 5-day period, forwarding their qualifications and experience to the officer designated.
 - (iii) If the position cannot be filled from its own seniority class, employees in other Classes will be considered in the order in which they appear on the seniority list for Class 11. Where, in the opinion of the Company, applicants' qualifications are equal, seniority will govern the selection.
 - (iv) Employees who apply for and are assigned to bulletined positions will be given up to 5 working days in which to demonstrate qualifications. If unable in the opinion of the Company to perform the work competently and expeditiously within such period, the employees shall be returned to their former positions without loss of seniority.
- (b) Temporary vacancies or positions in excess of 5

working days and less than 30 working days shall be filled without the necessity of bulletining by the senior qualified employee who makes written application therefore within the first 3 days from the date the vacancy occurs or the position is established. In the application of this Article regularly assigned employees will only be permitted to fill temporary vacancies when an increase in the rate of pay, change in hours of work or rest days is involved.

NOTE:In the application of this Article no employee shall be permitted to exercise seniority in a manner that would allow that employee to work in excess of 5 days during the work week.

- (c) A temporary vacancy or position of 5 working days or less and vacancies pending assignment of the successful applicant in other than Class 11 shall be filled on a day to day basis by the senior of: (1) the senior qualified employee assigned to a lower-rated classification on the shift on which the vacancy or position occurs, or (2) the senior available unassigned employee in the Class. Vacancies or positions in Class 11 shall be filled by qualified unassigned employees.
- (d) In the event a position or vacancy cannot be filled in accordance with Articles 11.3(a) or (b) the qualified employee next junior to the junior employee assigned will be assigned to the vacancy or position. The employee required to fill the vacancy will be the qualified unassigned employee within Group IV listed as the junior in the classification list for which the vacancy exists. Should all employees on the classification list be assigned within Group IV, the vacancy will be filled by the junior qualified employee on the classification list assigned to a lower classification.
- (e) Employees returning from leave of absence account illness or other reason, vacation or suspension, shall resume their former positions subject to Article 11.3(g), and employees thereby displaced shall return in the reverse order to their regular assigned positions or to unassigned status as the case may be.
- (f) Seniority and qualifications being sufficient, the returned employees may, within 3 working days of their return, exercise seniority to any positions filled in accordance with Articles 11.3(a) and (b) during the absence and employees displaced as a

consequence will return to their former positions or status, or may exercise their seniority to any position in their seniority group awarded under Articles 11.3(a) or (b) to junior employees during the period between their appointment and subsequent displacement.

(g) Regularly assigned employees whose jobs are abolished or are affected by a layoff while on leave of absence will be permitted on return to exercise seniority rights in accordance with Article 11.3(h)(ii).

(h) Reduction of Forces Affecting Regularly Assigned Employees

(i) In instances of staff reduction, 4 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 appropriate representative will be supplied with a copy of any notice.

(ii) Employees whose regularly assigned positions are abolished or who are displaced may exercise seniority by displacing more junior employees in another Class provided they hold seniority in the Class in which they seek to displace and they can perform the work required.

(iii) Employees whose regularly assigned positions are abolished or who are displaced and who do not displace another regularly assigned employee within 48 hours shall be regarded as unassigned. Employees may elect to make themselves available for unassigned work during this 48-hour period.

(iv) Employees who had elected to displace more junior employees under Article 11.3(h)(ii) and who fail to commence work on the new positions as assigned, unless prevented from doing so due to causes beyond their control, shall forthwith be regarded as unassigned.

(i) Allotment of Work to Unassigned Employees

(i) The number of employees to be maintained as unassigned shall be determined by the Company. If the number of employees is to be reduced, the junior employees will be removed first.

(ii) Work available in each seniority group will be allotted in order of seniority to those employees available.

- (iii) An unassigned employee who does not wish to be called for duty for certain periods may book off by personally signing the book available for this purpose, except that this shall not apply to an employee who has not worked on 2 days in the calendar week. The number of employees permitted to book off in this manner shall not exceed 10% of the work force or such greater percentage as the Company may decide. Employees not exempted under this rule must report for duty when called or be subject to discipline.
- (iv) Unassigned employees will be given not less than 4 hours advance notice when required for work, except that unassigned employees called out to work a vessel whose arrival has been delayed shall be given not less than 2 hours advance notice from the time at which they are required to report for work and shall be employed until an 8-hour shift has been completed.

11.4 Applicable to Group III only:

The selection of a suitable employee to fill an opening in the classifications of Buyer and Assistant Buyer shall be made from qualified employees without the necessity of bulletining and the appointment shall not be subject to appeal. While filling any of the above positions an employee will retain his seniority rights.

ARTICLE 12 STAFF REDUCTION AND RECALL TO SERVICE

Applicable to Groups I and III:

- 12.1 When reducing forces, as much advance notice as possible will be given the employees affected. Not less than four working days' advance notice will be given when regularly assigned positions are to be abolished, except in the event of a strike or a work stoppage by employees of the Company, in which case a shorter notice may be given. Senior employees with sufficient ability to perform the work will be retained.
- 12.2 Employees whose positions are abolished, or who are displaced, may displace junior employees on their seniority territory on temporary or permanent assignments which they are qualified to fill or after exhausting their seniority rights at their home terminal, protect spare work at their terminal or at any terminal at which previously laid-off or displaced providing work is available at such point.

NOTE:In the application of Articles 11 and 12, employees must exhaust their seniority rights on their Income Security Eligibility Territory before being eligible for lay-off benefits as provided for in the Income Security Agreement.

- 12.3 In the application of Article 12.2, employees must make their choice in writing within 10 days and if they fail to do so shall forfeit their seniority and their names shall be removed from the seniority list. A regularly assigned employee displaced from a permanent position while occupying a temporary assignment shall only be required to exercise seniority on completion of the temporary or subsequent temporary assignments. An employee will not be permitted to withdraw a displacement notice made under this Article 12.3 after it has been accepted by the Company. If a displacement notice is rejected by the Company the employee will be permitted to present another displacement notice.
- 12.4 Employees who elect to displace junior employees shall forfeit their seniority and their names shall be removed from the seniority list if they fail or refuse to commence work on the permanent assignment chosen within 30 calendar days of making the choice, or within 5 calendar days of making the choice to a temporary assignment. Employees completing or being displaced from temporary positions may displace junior employees on other temporary or permanent positions for which qualified.
- 12.5 Employees who are protecting spare work at the location at which they were displaced shall forfeit their seniority if they fail or refuse to apply for a bulletined position at such location or if on eight hours' notice they fail or refuse to report for duty when called unless prevented from doing so by reason of illness or other cause for which leave of absence has been or is granted. The foregoing provisions will also apply to employees hired on a temporary basis at the conclusion of such temporary vacancy or subsequent temporary vacancies.
- 12.6 Senior employees allowed to displace junior employees shall receive a full explanation of the duties of the position and must demonstrate the ability to perform the work within a reasonable probationary period up to thirty working days, the length of time dependent upon the character of the work. Any extension of time beyond thirty working days shall be locally arranged. The provisions of Article 11.1 (1) may be applied in cases when an employee is not allowed to displace.
- 12.7 Employees who have exercised seniority in accordance with this Article and fail to show necessary qualifications for the position chosen will be required to vacate such

position. They may again displace a junior employee for whose position it is considered they are qualified. Employees originally displaced, and other employees displaced as a direct consequence thereof, shall return to their former positions.

- 12.8 The time limits set forth in this Article will apply to an employee who is on leave of absence or vacation at the time of displacement, from the date the employee reports for duty.
- 12.9 Employees who fail to comply with Articles 12.4 or 12.5 because of illness, or other cause for which leave of absence has been granted, shall not lose their seniority.
- 12.10 Laid-off employees must register their names, addresses and to a maximum of two telephone contact numbers in writing, at time of layoff with their immediate supervisory officer and their local representative, and indicate if they are prepared to accept work outside their terminal or outside their Income Security Eligibility Territory.
- 12.11 Laid-off employees shall, if qualified, be recalled to service in order of seniority when a vacancy in the seniority group remains unfilled after having been bulletined. Employees, recalled from layoff, shall be notified by registered mail to the last address on record with the Company.

ARTICLE 13 FREE TRANSPORTATION AND LEAVE OF ABSENCE

- 13.1 Employees elected as salaried representatives of the employees covered by this Agreement shall be granted leave of absence without pay while so engaged.
- 13.2 Employees shall be granted free transportation and leave of absence without pay to attend general meetings upon the request of the appropriate Council Representative.
- 13.3 Employees elected or appointed to serve on Committees for investigation, consideration and adjustment of grievances shall, upon request, be granted free transportation and necessary leave of absence without pay.
- 13.4 Employees shall be granted free transportation and leave of absence without pay to attend their meetings. Leave of absence will not exceed two days and will only be granted when it will not interfere with the requirements of the traffic and the service, and provided the Company is not put to additional expense.
- 13.5 At the discretion of the Company, employees may be granted leave of absence of up to three months, permission to be

obtained in writing. 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. Unless such extension of leave of absence is granted, or absolute proof is furnished of bona fide sickness preventing such return, employees failing to report for duty, on or before the expiration of their leave of absence, shall forfeit their seniority and their names shall be removed from the seniority list.

- 13.6 Leave of absence under this Article shall not be granted for the purpose of engaging in work outside the Company service, except in cases involving sickness or other exceptional circumstances, or when made the subject of mutual agreement between the proper officer of the company and the appropriate Council Representative.
- 13.7 The name of an employee on authorized leave of absence shall be continued on the seniority list.
- 13.8 Employees who have been granted an indefinite leave of absence for purposes other than illness must notify their supervisor of their intention to resume duty not less than ten (10) days prior to resuming duty. In the case of a leave of absence for illness not less than 24 hours' notice is required.
- 13.9 Leave of absence for educational purposes may be granted to employees in accordance with the Company's regulations. The appropriate Representative of the Council will be informed when such leaves are granted. Such employees who return to the service between school terms, or prior to terminating their educational course for which leave of absence has been granted, will not be permitted to exercise their seniority.

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

ARTICLE 14 DEDUCTION OF UNION DUES

- 14.1 The Company shall deduct on the payroll for the last pay period 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 appropriate Union comprising the Council subject to the conditions and exceptions set forth hereunder. The pay period containing the 24th day of the calendar month will be designated as the last pay period of the month.
- 14.2 The amount to be deducted shall be equivalent to the

uniform, regular dues payment of the Council and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term or the Agreement excepting to conform with a change in the amount of regular dues of the Council in accordance with its constitutional provisions. The provisions of this Article shall be applicable to the Council on receipt by the Company of notice in writing from the Council of the amount of regular monthly dues.

- 14.3 Employees filling positions of a supervisory or confidential nature, not subject to all the rules of the Agreement as may be mutually agreed between the designated officers of the Company and of the Council, shall be excepted from dues deduction.
- 14.4 Membership in the Council shall be available to any employee eligible under the constitution of the Council on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the local concerned. Membership shall not be denied for reasons of race, national origin, colour or religion.
- 14.5 Deductions shall commence on the payroll for the first pay period which contains the 24th day of the month.
- 14.6 If the wages of an employee payable on the payroll for the last pay period 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 on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 14.7 Employees filling positions coming within the scope of more than one Agreement in the pay period in which deduction is made shall have dues deducted for the organization under which the preponderance of their time is worked in that period. Not more than one deduction of dues shall be made from any employee in any month.
- 14.8 Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.
- 14.9 The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the appropriate Union comprising the Council, as may be mutually agreed by the Company and the Council, not later than 40 calendar days following the pay period in which the deductions are made.

14.10 The Company shall not be responsible financially or otherwise, either to the Council, 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 Council, 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 council.

14.11 The question of what, if any, compensation shall be paid the Company by the Council in recognition of services performed under this Article shall be left in abeyance subject to reconsideration at the request of either party on 15 days' notice in writing.

14.12 In the event of any action at law against the parties hereto or either of them resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to Article 14.1, both parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Council counsel fees are incurred these shall be borne by the Council. Save as aforesaid the Council 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.

14.13 **Union dues deducted from employees pay will be reported on T-4 slips.**

ARTICLE 15 ATTENDING COURT

15.1 Employees who lose time by reason of being required to attend Court or Coroner's inquest or to appear as witnesses, in cases in which the Company is involved, will be paid for time so lost. If no time is lost they will be paid for actual time held with a minimum of two hours at one and one-half times the hourly rate. Necessary actual expenses while away from home terminal will be allowed on production of receipts.

15.2 Any fee or mileage accruing shall be assigned to the Company.

ARTICLE 16 HEALTH AND WELFARE

16.1 The following group benefits shall apply to employees covered by this agreement:

- a) Weekly Indemnity
- b) Basic Life Insurance
- c) Paid Maternity Leave
- d) Accidental Death and Dismemberment
- e) Extended & Supplementary Health Insurance
- f) Dental Care Insurance

16.2 The Company will provide the Council and Local Union representatives with the name of the Carrier, Policy number and/or any changes in the provisions of the policies listed in 16.1 above.

16.3 COST SHARING - GROUP BENEFITS - Effective the 1st August 2007, employees commencing employment with the Company in positions covered by this collective agreement will cost share 80% Employer and 20% Employee for Extended Supplemental Health Insurance and Dental Care Insurance. Employees transferring from within Marine Atlantic to positions covered by this collective agreement shall retain their cost sharing arrangement as at their date of transfer.

ARTICLE 17 LIFE INSURANCE UPON RETIREMENT

17.1 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 term life insurance policy. The premium is to be paid by the Company.

ARTICLE 18 JURY DUTY

18.1 Employees who are summoned for jury duty and are required to lose time from their assignments 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 the position for each day lost, less the amount allowed them 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) Employees 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 will be paid as per current provincial/federal

legislation.

(c) No jury duty pay will be allowed for any day for which employees are entitled to vacation or general holiday pay. Employees who have been allotted vacation dates may terminate their vacation because they are called for jury duty, and will take remaining vacation entitlement at a time prescribed by the Company.

ARTICLE 19 BEREAVEMENT LEAVE

19.1 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, brother-in-law, sister-in-law, grandparent, 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 the employee 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 regular wages for that period to the employee to whom leave is granted.

ARTICLE 20 INJURED ON DUTY

20.1 Employees 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 they received Worker's Compensation benefits for the day of the injury in which case they will be paid the difference between such compensation and payment for their full shift.

ARTICLE 21 INCOME SECURITY AGREEMENT

21.1 The provisions of the Marine Atlantic "Income Security Agreement" will apply to employees covered by this Agreement.

21.2 Applicable to employees hired subsequent to 1 January 1995.

For the purposes of Article 7 of the Income Security Agreement:

- a) seasonal employees will be defined as those employees engaged or recalled to provide needed additional staff to perform the increased workload during the summer operating season, as described in item (b) below; and
- b) the seasonal working period is defined as 1 June to 30 September each year.

ARTICLE 22 BILINGUALISM

- 22.1 The Company will give the Union a minimum of 4 months notice when a position is initially designated as requiring the ability to speak both official languages.
- 22.2 Provided bilingual employees in regular (non-designated) assignment are available in the areas required at the times required, and such employees are prepared to serve bilingually, formal designation is unnecessary. The Company will only formally designate specific positions when the normal process fails to fulfill its needs.
- 22.3 When the designation of such a position results in a regularly assigned employee being unable to hold a regular assignment, the Company will establish an additional assigned position at equal or superior rate, with the same rest days and hours of work, and maintain it for as long as the designated position exists, including successive years for seasonal positions, until there is offsetting permanent attrition, or additional positions, within the assigned group at the location or within the particular service. Attrition for this purpose will include transfers from the group to other regular assignment which may reasonably be expected to provide permanent employment.
- 22.4 When notice is given by the Company to designate new permanent year round positions, the Company will undertake to provide the opportunity for training to a number of employees equal to the number of permanent positions designated. The Company will meet with the Union to determine the specifics which may include the matter of transportation, accommodation and expenses. Employees who elect to undertake training and bilingual employees hired subsequent to 31 December 1989 will be committed to apply for and/or to accept bilingual assignments provided the rate offering is not inferior to their own or another junior qualified employee who holds a permanent assignment is available.
- 22.5 The provisions of Article 5.9 of the Income Security Agreement will apply to employees who are displaced as a consequence of the above.

ARTICLE 23 HELD FOR INVESTIGATION OR COMPANY BUSINESS

- 23.1 Employees held for Company's investigations and no responsibility is attached to them in connection with the matter under investigation (i.e., not subject to discipline) or on Company business on the order of the proper officer will, if required to lose time by reason thereof, be paid for time lost. If no time is lost they will be paid from the time required to report until actually released at one and one-half times the hourly rate, with a minimum of two hours. Necessary actual expenses will be allowed when supported by receipts.

ARTICLE 24 USE OF PRIVATE AUTOMOBILE

- 24.1 Where an automobile mileage allowance is paid, such allowance will be paid in accordance with Company Policy.

ARTICLE 25 GENERAL

- 25.1 The Company agrees that where bulletin boards are available it will be permissible for notices of interest to be posted subject to approval of the appropriate Company Officer.
- 25.2 Employees will be paid on a bi-weekly basis every other Thursday. Employees will be paid by a direct deposit system to the employee's designated bank account.
- 25.3 Applicable to Groups I and III:
- (a) Employees transferred by direction of the Company to positions which necessitate a change of residence will receive free transportation for themselves, dependent members of their families and household goods, in accordance with the Company's regulations. Such employees will be compensated for time lost up to a maximum of two days, unless otherwise arranged.
 - (b) Employees exercising seniority rights to positions which necessitate a change of residence, will receive free transportation for themselves, dependent members of their families and household goods, in accordance with the company's regulations.
 - (c)
 - (i) The daily rate of pay shall be the weekly rate divided by five.
 - (ii) Weekly and daily rates will be calculated to the nearest whole cent figure.

(iii) In any situation where an employee's regular assignment is other than on a five-day week basis, the formula specified in Article 25.2(c)(i) will be adjusted accordingly.

(iv) The hourly rate of pay will be computed to the nearest tenth of a cent by dividing the rate of pay by 40.

25.4 Applicable to Group III:

(a) All overtime earned shall be shown as a separate item on the pay statement of employees.

25.5 Applicable to Group IV:

Employees will be required to handle ships' lines as part of their regular duties without additional compensation. If no employees are working, those who are called to handle lines shall be paid 3 hours pay at their hourly rate.

ARTICLE 26 SHIFT DIFFERENTIALS

26.1 Effective **the first of the month following the date the notice of ratification is received by the company**, the shift differential shall be increased as follows: Employees whose regularly assigned shifts commence between 1400 and 2159 hours shall receive a shift differential of **60 cents** per hour and **effective 1 January 2013**, that rate shall be increased to **70 cents per hour**. Effective **the first of the month following the date the notice of ratification is received by the company**, the shift differential shall be increased as follows: Employees whose regularly assigned shifts commence between 2200 and 0559 hours shall receive a shift differential of **65 cents per hour** and **effective 1 January 2013** that rate shall be increased to **75 cents per hour**. Overtime shall not be calculated on the shift differential nor shall the shift differential be paid for paid absence from duty such as vacations.

ARTICLE 27 RELIEF WORK AND PRESERVATION OF RATES

Applicable to Groups I and III:

27.1 Employees temporarily assigned for one hour or more, cumulative, in any one day, to higher-rated positions

shall receive the higher rate while occupying such positions, due regard being had to apprentice or graded rates. Employees temporarily assigned to lower-rated positions shall not have their rates reduced.

- 27.2 A "temporary assignment" contemplates the fulfillment of the duties and responsibilities of the position during the time occupied. Assisting a higher-rated employee due to a temporary increase in the volume of work does not constitute a temporary assignment.
- 27.3 Articles 27.1 and 27.2 shall not apply to employees who are filling higher-rated positions through higher-rated employees being absent from duty with pay due to sickness or similar cause other than vacation.
- 27.4 Employees engaged temporarily, or employees temporarily promoted, on account of employees being off duty without pay due to sickness or similar cause, shall receive the schedule rate applicable to the position on which employed, due regard being had to apprentice or graded rates.
- 27.5 The classifications and rates of pay for additional positions established in staffs covered by this Agreement shall be in conformity with classifications and rates of pay for positions of similar kind or class covered by this Agreement.
- 27.6 Established positions shall not be discontinued and new ones created covering relatively the same class of work for the purpose of reducing the rate of pay.
- 27.7 No changes shall be made in agreed basic rates of pay for individual positions unless warranted by changed conditions resulting in changes in the character of the duties or responsibilities. When changes in classifications and/or basic rates of pay are proposed, or when it is considered that a position is improperly classified or rated, the work of the positions affected will be reviewed and compared with the duties and responsibilities of comparable positions by the proper officer of the Company and the accredited representative, with the object of reaching agreement on revised classifications and/or rates to maintain uniformity for positions on which the duties and responsibilities are relatively the same.

ARTICLE 28 REST DAYS

Applicable to Groups I and III:
(see Article 4.1 for Group IV)

- 28.1 Unless otherwise excepted herein, a work week of 40 hours consisting of five days of eight hours each is established with two consecutive rest days in each seven subject to the following modifications:
- (a) The work week may be staggered in accordance with the Company's operational requirements.
 - (b) Days of service may, on 48 hours' notice, be reassigned when necessary.
- 28.2 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.
- 28.3 On positions 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 in accordance with understandings to be worked out between the accredited representative of the employees and the proper officer of the Company.
- 28.4 In the event that a situation arises which makes it impracticable to assign consecutive rest days to all employees at a particular point the following procedure shall be followed:
- (a) All possible regular relief positions shall be established pursuant to Articles 4.10, 4.11 and 4.12.
 - (b) Possible use of rest days other than Saturday, Sunday or Monday, where these may be required under this Agreement, to be explored by the parties.
 - (c) Accumulation of rest days under Article 28.3 shall be considered.
 - (d) 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.

- (e) If the foregoing does not solve the problem, then some of the relief or extra employees may be given non-consecutive rest days.
- (f) 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.
- (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 employees.

ARTICLE 29 TRAINING

- 29.1 Employees shall be encouraged to learn the duties on other positions and every opportunity shall be afforded them to learn the work on such positions in their own time, and during their regular working hours when it will not unduly interfere with the performance of their regularly assigned duties. The appropriate officer of the Company may arrange with the interested employees to exchange positions for short temporary periods without affecting the rates of the employees concerned.
- 29.2 Employees required by the Company to take training during their normal working hours will be paid their regular rates of pay while in training.
- 29.3 Employees required by the Company to take training outside their normal working hours will be compensated at their regular rate of pay while in training.
- 29.4 Where training facilities are provided by the Company on a voluntary basis, an employee taking advantage of such training will not be compensated.
- 29.5 (Applicable to Groups I and III)
- (a) An employee who has been provided training that was paid for by the Company shall be required to work the following minimum hours in the classification for which trained:

40 hours to 64 hours	1440 hours
65 - 120 hours	2000 hours
121 -160 hours	3000 hours
161 hours or more of paid training	4000 hours

(b) In filling vacancies in accordance with Article 11, the senior qualified employee that received the training who has not fulfilled their commitment may accept the position. If the senior employee does not accept the position, the junior qualified employee that received the training who has not fulfilled their commitment must accept the position. The requirement to fill the positions will continue until the employee that has received the training has fulfilled their commitment.

(c) In the event that all qualified employees have fulfilled their commitment and the vacancy remains unfilled Article 11.2 (c) shall apply.

ARTICLE 30 SERVICE AWAY FROM HEADQUARTERS

- 30.1 Employees who are regularly assigned to positions, the duties of which require them to travel from time to time will be allowed necessary actual expenses. This will also apply to employees relieving on such positions. Such expenses will be reimbursed in accordance with the Company's travel policy.
- 30.2 Except as provided in Article 30.1, regularly assigned employees required to perform service away from the terminal at which regularly employed will be compensated in accordance with the schedule rules applicable at the point at which such service is performed for the time actually worked. Unless accommodation is furnished or paid for by the Company, they will be compensated at the hourly rate for the time occupied in travelling. The number of hours paid for will not be less than they would have earned on their regular assignments. Necessary actual expenses will be allowed while away from Headquarters when supported by receipts. Such expenses will be reimbursed in accordance with the Company's travel policy.
- 30.3 Employees on lay off that are required by the Company to attend meetings away from their headquarters shall be paid as if working.

ARTICLE 31 WAGE RATES FOR NEW JOBS

- 31.1 When a bona fide new job or position is to be established which cannot be properly placed in an existing classification by mutual agreement, the Company will establish a classification and rate on a temporary basis.

- 31.2 Written notification of the temporary rate and classification will be furnished to the appropriate USWA/ILA Council Representative.
- 31.3 The new rate and classification shall be considered temporary for a period of 60 calendar days following the date of notification to the Council. During this period (but not thereafter) the Council may request the Company to negotiate the rate for the classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date of the establishment of the temporary classification and rate, except as otherwise mutually agreed. If no request has been made by the Council to negotiate the rate within the 60-calendar-day period, or if no grievance is filed within 60 calendar days from the date of notification to the Council, or upon completion of negotiations, as the case may be, the temporary classification and rate shall become a part of the wage scale.
- 31.4 (Not applicable to Group IV)
- If the Company and the Council are unable to agree on a classification, and rate for the new job, the disputed rate and/or classification may be treated as a grievance. The grievance may be taken up at Step 3 of the grievance procedure and if it is not resolved it may be referred to an arbitrator under Article 8.
- 31.5 It is specifically agreed that no arbitrator shall have the authority to alter or modify the existing classifications or wage rates but shall have the authority, subject to the provisions of this Agreement, to determine whether or not a new classification or wage rate has been set properly within the framework of the Company's established classification and rate setting procedure.

ARTICLE 32 REHABILITATION

- 32.1 When mutually agreed between the proper officer of the Company and the appropriate Council Representative, employees who have become unfit to follow their usual occupations may:
- (a) displace junior employees in the seniority group for whose positions they are qualified, or
 - (b) be placed, when mutually agreed between the proper officer of the Company and the appropriate Council Representative, in positions in the seniority group, notwithstanding that it may be necessary to displace able-bodied employees to provide suitable

employment for them.

NOTE: The Company Medical Representative will determine an employee's fitness to follow his usual occupation. The appropriate Council Representative will be advised when rehabilitated employees become fit to follow their usual occupations.

- 32.2 In dealing with incapacitated employees, seniority shall govern in respect of preference of shift and employment.
- 32.3 Rehabilitated employees placed on positions shall not be displaced by able-bodied employees so long as they remain on such position, except when senior employees are otherwise unable to hold positions in the seniority group. Should they subsequently recuperate they shall be subject to displacement in which case they shall exercise their seniority rights.

ARTICLE 33 INTERPRETATIONS

- 33.1 All questions with respect to the application or interpretation of the provisions of this Agreement shall be referred through the proper officers of the Company to the Human Resources Department. Interpretations when agreed upon will be issued by the Human Resources Department and signed by the signatories to the Agreement.

ARTICLE 34 ITEMS OF CLOTHING

- 34.1 Employees that are required by the Company to wear uniforms shall be supplied with the following items of clothing:
- (a) Traffic Director and Checker - Initial issue of two pairs of pants, four shirts and one sweater and every year thereafter two pairs of pants, two shirts and one sweater. If requested, two pairs of shorts every year. One summer hat, one summer jacket, one winter coat, one toque and one set of raingear every two years. If requested, two pairs of insulated coveralls.
 - (b) Tractor Trailer Operators - two pairs of coveralls and two pairs of insulated coveralls per year, one set of raingear every two years and gloves as required.

- (c) Freight Handlers/Stevedores, Forklift Operator - two pairs of coveralls and two pairs of insulated coveralls per year, one hard hat liner, and gloves as required. One pair of raingear every two years. Spare employees will receive an initial issue of two pairs of coveralls and when required to work a shift after 1 October shall be provided with an initial issue of one pair of insulated coveralls.
- (d) Terminal Assistants, Baggage men, Chauffeur Porters, Ticket Clerks - Initial issue of two pairs of pants, four shirts and one sweater, every year thereafter two pairs of pants, two shirts and one sweater. If requested, two pairs of shorts every year. A winter and summer jacket and one set of rain gear every two years.
- (e) Stores Attendants - Initial issue of two pairs of work pants, four work shirts and one set of coveralls, every year thereafter two pairs of work pants, two work shirts and one set of coveralls. A winter and summer jacket every two years. **One set of rain gear every two years.**
- (f) Doorman - Initial issue of a winter jacket and subsequent issue will be provided every two years subject to an employee having worked more than 1440 hours annually in the classification of Doorman.

Employees transferring from one classification to another will be provided with the additional clothing items required to meet the allocation of that classification in this article.

If the implementation of the new uniform currently under review by Marine Atlantic Inc. affects the above items of clothing, the parties shall meet to review the revised process.

Spare employees (employees having worked 1440 hours or less in the previous year) shall be provided with the initial issue of clothing. Subsequent issue shall be as required. The time guidelines for replacement as specified in this article shall not apply.

All items so furnished to remain the property of the Company.

When uniform clothing is so supplied to employees, they will be held responsible for protection against loss, also maintenance of same in a clean, neat and repaired condition. The Company will pay, upon presentation of receipts, the cost of necessary dry cleaning of one uniform a maximum of once per month and one outerwear per year.

Employees who have been supplied with uniform clothing will be required upon leaving the service, or when so requested by an authorized representative of the Company, to return without delay, the last issue of such articles of clothing, or assume the cost thereof.

- 34.2** 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.

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 total timecard.

Effective the first of the month following the date the notice of ratification is received by the company, the rebate will be a maximum of \$180 per year towards the cost of the footwear including HST where applicable. Employees who have worked 1440 hours or more in the classification of Stevedore in the previous year will be eligible for an additional rebate of \$120. Employees who worked 1440 hours or more in the classification of Traffic Director in the previous year will be eligible for an additional rebate of \$80. 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.).

ARTICLE 35 ABSENCE FROM WORK

Applicable to Group IV:

- 35.1** All employees who absent themselves from work, and employees who fail to report to work without a satisfactory explanation, shall be subject to disciplinary action.

- 35.2 Employees who are unavailable for call on 5 successive occasions, or for a continuous period of 72 hours (whichever period is of longer duration), shall not be called thereafter unless they contact the Company and provide satisfactory explanation for their having been unavailable. Such employees who fail to contact the Company within 15 calendar days, computed from expiry of the 5 successive calls or 72 hour period, shall be considered to have resigned without notice from the service of the Company and shall be so notified by registered letter.

NOTE: Employees shall be regarded as unavailable, for the purposes of this Article 35.2, when they cannot be contacted through the telephone number they have supplied for calling purposes.

ARTICLE 36 PRINTING OF AGREEMENT

- 36.1 The Company will undertake the responsibility for the printing of the Collective 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.
- 36.2 Copies of the Collective Agreement will be provided to the appropriate Union executive(s) in each location for distribution to their bargaining unit members.

ARTICLE 37 DURATION OF AGREEMENT

37.1 This Agreement as amended shall remain in effect until **31 December 2013** and thereafter subject to four months' notice in writing from either party to the Agreement of its desire to revise, amend or terminate it. Such notice may be served at any time subsequent to **31 August 2013**.


Signed at North Sydney, NS this 17th day of May 2012.

FOR MARINE ATLANTIC INC.:

FOR THE USW/COUNCIL OF TRADE UNIONS:



Paul Griffin
Interim President and CEO



James Lane
Chair
USW/ILA Council



Denise Forgeron
Labour Relations Manager

Appendices

APPENDIX 1

Classifications & Rates of Pay

Non-Clerical - Hourly Rated Employees

Hourly Rate of Pay

Classification	1 Jan 2011	1 Jan 2012 2.5%	1 Jan 2013 2.5%
Terminal Assistant	22.270	22.827	23.397
Freight Handler/Stevedore	23.091	23.668	24.260
Traffic Director	23.161	23.740	24.333
Equipment Maintainer	23.091	23.668	24.260
Lift Operator (Class II)	23.163	23.742	24.335
Truck Driver	23.199	23.779	24.374
Chauffeur	23.225	23.806	24.401
Checker	23.928	24.526	25.139
Tractor Trailer Operator	24.022	24.623	25.238
Leading Hand	24.037	24.637	25.253
Asst. Foreman/Woman	24.382	24.991	25.616
Lift Bridge Operator	24.865	25.486	26.124
Lift Operator (Class I)	25.107	25.735	26.378
Trackmobile Operator	26.763	27.432	28.118
Classified Labourer	22.005	22.555	23.119
Fuel Oil Plant Operator	22.348	22.906	23.479
Stationary Engineer	23.048	23.625	24.215

Clerical Weekly Rated Employees

Weekly Rate of Pay

Level	Classification	1 Jan 2011	1 Jan 2012 2.5%	1 Jan 2013 2.5%
A	Clerk-Typist	932.272	955.579	979.468
A	Passenger Info.Clk	932.272	955.579	979.468
B	Admin Assistant	955.963	979.862	1004.359
B	General Clerk	955.963	979.862	1004.359
B	Reservation Clerk	955.963	979.862	1004.359
B	Stores Attendant	955.963	979.862	1004.359
C	Ticket Clerk	979.678	1004.170	1029.274
C	Maintenance Clerk	979.678	1004.170	1029.274
C	Traffic Clerk	979.678	1004.170	1029.274
C	Timekeeper	979.678	1004.170	1029.274
C	Rate Biller	979.678	1004.170	1029.274
C	Jr. Payroll Clerk	979.678	1004.170	1029.274
C	Marine Clerk	979.678	1004.170	1029.274
C	Clerk, Reservations/Tours	979.678	1004.170	1029.274
C	Clerk, Stores	979.678	1004.170	1029.274

Clerical - Weekly Rated Employees
(cont'd)

Weekly Rate of Pay

Level	Classification	1 Jan 2011	1 Jan 2012 2.5%	1 Jan 2013 2.5%
D	Administration Clerk	1003.381	1028.466	1054.177
D	Crew Clerk	1003.381	1028.466	1054.177
D	Accounting Clerk	1003.381	1028.466	1054.177
D	Budget & Cost Control Clerk	1003.381	1028.466	1054.177
D	Rate Clerk	1003.381	1028.466	1054.177
D	Payroll Clerk	1003.381	1028.466	1054.177
D	Cashier	1003.381	1028.466	1054.177
D	Statistical Clerk	1003.381	1028.466	1054.177
D	Accounting Distribution Clerk	1003.381	1028.466	1054.177
E	Sr. Admin. Clerk	1027.085	1052.762	1079.081
E	Sr. Crew Clerk	1027.085	1052.762	1079.081
F	Chief Admin. Clerk	1050.787	1077.057	1103.983
F	Assistant Buyer	1050.787	1077.057	1103.983
F	Accounting Control Clerk	1050.787	1077.057	1103.983
F	Sr. Clerk	1050.787	1077.057	1103.983
G	Buyer	1074.479	1101.341	1128.875

Note:

Employees in Group IV who are temporarily assigned for 60 minutes or more, cumulative, in any one day, to carry out the duties of higher-rated positions as though hired in that classification and not merely as helpers to higher-rated employees, will be paid the rate for such positions on the minute basis. Employees temporarily assigned to lower rated positions will not have their rates reduced.

Apprenticeship

- (1) Employees filling positions in classifications under this agreement who are hired subsequent to 1 January 1995, who have had less than 36 weeks' experience in a position with the Company, will be paid, for the first 36 weeks, twelve percent less than the basic rate of pay. Thereafter, the basic rate of the position will apply.
- (2) In applying (1), five cumulative days worked will constitute one week. A general holiday for which the employee is paid will be considered a day worked.

APPENDIX 2

Marine Atlantic
100 Cameron Street
Moncton, N.B.
E1C 5Y6
File: 8300-D
1 March 1991

Mr. D. J. Bujold
Chairman
USWA/Council of Trade Unions
130 Albert Street, Suite 1700
Ottawa, Ontario
K1P 5G4

Dear Mr. Bujold:

This will confirm understanding reached concerning the policy which has been 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 midpoint 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 midpoint 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 midpoint 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 snowstorm.

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

APPENDIX 3

Marine Atlantic
100 Cameron Street
Moncton, N.B.
E1C 5Y6

File: 8300-D

1 March 1991

Mr. D. J. Bujold
Chairman
USWA/Council of Trade Unions
130 Albert Street, Suite 1700
Ottawa, Ontario
K1P 5G4

Dear Mr. Bujold:

This has reference to the granting of holidays to employees who as a part of their regular assignment work in more than one province where the holidays differ.

Following review of this subject it has been established that under the circumstances, employees who by the nature of their work may be required to work in more than one province, will be granted holidays with pay on the basis of the location of their headquarters, irrespective of where they may actually be working on the holiday in question.

The same principle applies to employees who transfer their headquarters from one province to another, in that they would be granted holidays with pay on the basis of their headquarters at the time the holiday occurs. However, as a consequence of employees' transferring from one province to another, no employee shall be entitled, if qualified, to less than or more than a total of eleven general holidays in any year.

Yours truly,

(original signed by)

N. B. Price
Director Personnel & Industrial Relations

APPENDIX 4

Marine Atlantic
100 Cameron Street
Moncton, N.B.
E1C 5Y6

24 August 1989
File: 8300-D

Mr. D. J. Bujold
Chairman
USWA/Council of Trade Unions
130 Albert Street, Suite 1700
Ottawa, Ontario
K1P 5G4

Dear Mr. Bujold:

In relation to concerns expressed by the Council about **supervisors** 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 operating officers.

Yours truly,

(original signed by)

N. B. Price
Director Human Resources

APPENDIX 5

Applicable to Groups I and III
Applicable to Group IV effective 1 August 2007

Marine Atlantic
 100 Cameron Street
 Moncton, N.B.
 E1C 5Y6

File: 8300-D

1 March 1991

Mr. D. J. Bujold
 Chairman
 USWA/Council of Trade Unions
 130 Albert Street, Suite 1700
 Ottawa, Ontario
 K1P 5G4

Dear Mr. Bujold:

With reference to the Council's concern with respect to contracting out of work, 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 31 January of each year, representatives of the Council 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 Council 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.

In addition, the Company will advise the Council 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 Chairman of the Council 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 Chairman of the Council 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.

Where the Council contends that the Company has contracted out work contrary to the foregoing, the Council may progress a grievance by using the grievance procedure which would apply if this were a grievance under the Collective Agreement. Such grievance shall commence at the Chairman of the Council level submitting the facts on which the Union relies to support its contention. Any such grievance must be submitted within 30 days from the alleged noncompliance.

Yours truly,

(original signed by)

N. B. Price
Director Personnel & Industrial Relations

APPENDIX 6

Applicable to Group I

5 April 1995
File: 8300-D-95

Mr. D.J. Bujold
Chairman
TCU/ILA Council
2285 St. Laurent Blvd.
Ottawa, Ontario K1G 4Z7

Dear Mr. Bujold:

This will confirm our discussions during recent contract negotiations with regard to resolving the issue of responsibility for the loading/discharge and tiedown of traffic aboard our Newfoundland Gulf vessels.

As discussed, the parties have agreed to the following measures to offset the transfer of the work to the vessels for the duration of the current collective agreement (1 January 2009 to 31 December 2010):

With respect to seniority Group I:

- 1) Notwithstanding the provisions of Article 4 of the collective agreement the Company will have the flexibility at the Port aux Basques terminal of assigning staff engaged in the loading/discharge and tiedown of traffic, including the classifications of Freight Handler/Stevedore, Traffic Director, Tractor Trailer operator and Leading Hand, and seasonal staff in other classifications within the seniority group, to split shifts. Such split shifts may entail various work cycle arrangements established in accordance with operational requirements, including, 8-hour, 10-hour or 12-hour work days, within a spread of 18 hours, with associated adjustment to rest days in each case to be equivalent to the standard of two rest days for every five 8-hour days worked.
- 2) It is understood that, where there is a deviation from the standard work week of five 8-hour days followed by two rest days, work cycle arrangements will be adopted in accordance with the operational requirements and may include arrangements for long and short days, the adoption of a work cycle consisting of seven 12-hour days work followed

by 7 rest days, or such other work cycle arrangement as may suit the requirements of the service in keeping with the principle of item (1) above.

Please indicate your concurrence with the foregoing by signing the attached copy of this letter.

Yours truly,

(original signed by)

L.H. Wilson
Director Industrial Relations

Attach.

I concur:

(original signed by)

D.J. Bujold
Chairman
TCU/ILA Council

APPENDIX 7

Memorandum of Agreement between MARINE ATLANTIC INC. and the USW/ILA COUNCIL OF TRADE UNIONS concerning the calling of unassigned employees in Group IV. Marine Atlantic Inc. and the USW/ILA Council of Trade Unions agree that effective 24 February 2009:

1. Employees who have not been called for ten shifts in the second week of the two week work period prior to the call for the 3:00 p.m. shift on Monday may be called and permitted to work a second shift on any day during the remainder of that two week work period at their regular hourly rate of pay, provided that the regular call list of employees has been exhausted that day.
2. Subsequent to the 3:00 p.m. shift on Monday in the second week of the two week work period, when all employees have been called for nine shifts in that two week work period, they may be called and permitted to work a second shift on any day during the remainder of that two week work period at their regular hourly rate of pay provided that the regular call list of employees has been exhausted that day and the call is for the tenth shift.
3. Notwithstanding Items 1 and 2, no employee shall be permitted to work in excess of two consecutive shifts.
4. No part of this Memorandum of Agreement shall be used against the Company in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or on behalf of any employees.
5. This Memorandum of Agreement may be cancelled upon 30 days' notice in writing by either party to the other.

Signed this 26th day of February, 2009

Rhona Green
VP Human Resources

Tim Haggett
Chair, USW/ILA Council of Trade
Unions

APPENDIX 8

Applicable to Group IV

Marine Atlantic
100 Cameron Street
Moncton, N.B.
E1C 5Y6

File: 8300-D

1 March 1991

Mr. D. J. Bujold
Chairman
USWA/Council of Trade Unions
130 Albert Street, Suite 1700
Ottawa, Ontario
K1P 5G4

Dear Mr. Bujold:

During previous negotiations it was agreed that the option specified in Article 10.13 is either, to take vacation during the current calendar year, or, where not possible to complete same due to sickness or injury, to carry remainder to the following calendar year. In no case should employee be granted pay in lieu of vacation, except in accordance with Article 10.19.

If you are in agreement with the foregoing, please sign and return the attached copy of this letter.

Yours truly,

(original signed by)

N. B. Price
Director Personnel &
Industrial Relations

ACKNOWLEDGED:

(original signed by)

D. J. Bujold
Chairman
TCU/ILA Council

APPENDIX 9

Applicable to Group IV

Marine Atlantic Inc.
100 Cameron St.
Moncton, N.B.
E1C 5Y6

1 March 1991

Mr. D. J. Bujold
Chairman, TCU/ILA Council
2285 D St. Laurent Blvd.
Unit #11
Ottawa, Ontario
K1G 4Z7

Dear Mr. Bujold:

Reference discussions during the rewrite of Agreement "D" amalgamating former Agreements 1.8, 2.1, 2.3 and 5.1.

This will confirm that the classification of Equipment Maintainer in Group IV is the same as the former classification of Gearman. This classification applies to employees assigned to duties which include rope and wire splicing and the manufacture of rope straps and slings, and bulletins covering such positions shall specify both the duties and the qualifications required. If you are in agreement with the foregoing, will you please sign and return one copy of this letter to me.

Yours very truly,

(original signed by)

N. B. Price
Director Personnel &
Industrial Relations

ACKNOWLEDGED:
(original signed by)

D. J. Bujold
Chairman
TCU/ILA Council

APPENDIX 10

(Applicable to Group IV)

Canadian National Railways
Atlantic Region
D. W. Blair
Vice-President
Moncton, N.B.
20 January 1975
File: 8317-1

Mr. G. H. MacDonald
Recording Secretary
Local 1259, ILA
Box 302
North Sydney, NS

Dear Mr. MacDonald:

I am attaching herewith, as promised in our meeting at North Sydney on 14 January 1975, Memorandum of Agreement establishing the classification "Truck Driver" to apply for employees assigned to operate the marine stores and garbage trucks.

The classification and rate are established on the understanding that the employees may be required to periodically operate outside of the terminal area, and that the procurement of the chauffeur's license, which shall be specified as a qualification on bulletins for positions of Truck Driver, shall be the employees' own responsibility. Will you please acknowledge these points by signing and returning the attached copies of this letter, along with thirteen copies of the Memorandum.

Yours very truly,

Acknowledged:

(original signed by)

(original signed by)

G. J. James
Recording Secretary
For: D. W. Blair
Vice-President

G. H. MacDonald

APPENDIX 11

(Applicable to Group IV)

East Coast Marine & Ferry Service
100 Cameron St.
Moncton, NB
July 30, 1976

Mr. G.H. MacDonald
Recording Secretary
ILA - Local 1259
P.O. Box 302
North Sydney, N.S.

Dear Mr. MacDonald:

I am attaching herewith three copies of our Memorandum of Settlement, dated July 7, 1976, which have been countersigned as required.

In the course of our negotiations, certain understandings were reached which were to be confirmed by letter. These were as follows:

1. New Article 17.1, providing for Jury Duty Pay, is intended to apply for both assigned and unassigned employees. An unassigned employee will be considered to "lose time from his assignment" when he is prevented from accepting call by reason of having to perform jury duty.
2. It is understood that an employee may elect to "bookback" (i.e., request that he be called for a later shift during the day). However, this request must be made before a call is made to the employee. An employee who is called for a particular shift and declines for any reason will be regarded as unavailable for the balance of the day. "Provided that there is no effect on the filling of positions on the day shift the number of bookbacks shall be limited to the number of employees off on the later shift". (Amendment in "bold" 25 May 2001)

Will you please acknowledge by signing and returning the attached copies of this letter to me.

Yours very truly,

(original signed by)

G.J. James

For: R.J. Tingley
General Manager

Acknowledged:
(original signed by)

G.H. MacDonald
Recording Secretary
ILA - Local 1259

Addendum to paragraph 2
25 May 2001

Rhona E. Green
Director of Human Resources

I Concur:

John R. MacDonald
Chairman USWA/ILA
Council of Trade Unions

APPENDIX 12

(Applicable to Group IV)

28 June 1978
File: 8300-83

Mr. L. W. Hare
President
ILA - Local 1259
Box 302
North Sydney, NS

Dear Mr. Hare:

During our negotiations today, it was agreed, as part of the package settlement, when the normal meal time for a particular gang is to be changed, an advance notice of one-half hour will be given to the employees affected.

If you are in agreement with the foregoing, will you please sign and return the attached copies of this letter to me.

Yours very truly,

(original signed by)

G. J. James

For: R. J. Tingley
Vice-President &
General Manager

Acknowledged:

(original signed by)

L. W. Hare
President
ILA - Local 1259

APPENDIX 13

(Applicable to Group IV)

May 30, 1979

File: 8300-108

Mr. G. H. MacDonald
President
Local 1259, ILA
North Sydney, NS

Dear Mr. MacDonald:

During our recent negotiations, it was agreed that an employee who is displaced from an assigned position and through the exercise of seniority is unable to work five days in the week, will have the option of making himself available for call on the unassigned list in seniority order on such days he might lose.

Please indicate your concurrence by signing the attached copies of this letter and returning them to me.

Yours truly,

(original signed by)

G. J. James

For: R. J. Tingley
Vice-President &
General Manager
President
Local 1259, ILA

Acknowledged:

(original signed by)

G. H. MacDonald

APPENDIX 14

Applicable to Group IV8 November 1985
File: 8317-1-85

Mr. Vince Garnier
President
ILA - Local 1259
P. O. Box 302
North Sydney, NS
B2A 3M4

Dear Mr. Garnier:

This has reference to discussions during current contract negotiations with respect to the Union's proposal re employment security.

This will confirm that, on ratification of the Memorandum of Settlement, the Company will provide an opportunity for five 8 hour shifts per week of ongoing employment to a protected group consisting of the 150 employees listed on Appendix I. In addition, should any of the 150 employees permanently separate from the Company, they will be replaced in the protected group until the 30 employees listed on Appendix II are absorbed in seniority order into the protected group.

Messrs S. Scott, G. Collins, K. A. Maxwell, P. G. Pardy, K. Phelan and J. C. MacNeil are noted as on leave of absence account illness. Should any of these six return to active service they will permanently displace the junior employees from the protected group who in turn will permanently displace the junior employees from the secondary group listed on Appendix II.

It is understood that the Company will have complete flexibility in assigning the work force where and when required observing the hours of work, seniority and classification rules provided for in the collective agreement.

The above commitments are extended on the condition that the employees within the protected group shall cover the various classifications required. Arrangements shall be made by the parties, as may be required, to avoid the necessity of having to go outside the protected group for reasons of classificational seniority, which arrangements may be by way of training and/or exemption from the application of seniority or other rules of the collective agreement.

The Company will be relieved of these commitments for causes over which it has no control, including strike, lockout, temporary port closure due to ice conditions, disasters and acts of God. In such cases the Company's commitment to the protected group will be reduced by 8 hours for each day, up to a maximum of 40 hours in any calendar week.

Otherwise, it is the intention that the Company's commitments to the employees identified in Appendices 1 and II will extend until all of the 180 permanently separate from the Company on the understanding that, barring unforeseen circumstances, the parties will not make the matter of gang sizes or the commitments contained in this letter an issue in future negotiations.

Yours very truly,

(original signed by)

G. J. James
Director Human Resources

ACKNOWLEDGED:

(original signed by)

V. J. Garnier
President ILA
Local 1259

Appendix 1:

<u>NO.</u>	<u>NAME</u>	<u>PIN</u>	<u>SENIORITY DATE</u>
1.	L. W. HARE	647716	11-02-41
2.	CECIL BRAGG	647655	27-04-42
3.	ERIC GALE	647694	03-11-43
4.	J. B. HAGGETT	647708	12-04-49
5.	R. J. FENNELL	647690	12-04-49
6.	FRED VOUTIER	647916	09-11-49
7.	CARL MORRISON	647777	09-11-49
8.	S. HILLIER	647720	09-11-49
9.	J. BRADBURY	647654	09-11-49
10.	J. A. GOUTHRO	647702	09-11-49
11.	W. BRAGG	647657	09-11-49
12.	J. B. SCOTT	647866	10-09-51
13.	J. H. WHITTY	647923	10-09-51
14.	L. ADOUX	647628	10-09-51
15.	S. NORMAN	647816	10-09-51
16.	L. GUY	647707	21-06-55
17.	W. JOHNSTON	647748	21-06-55
18.	A. H. GARNIER	647698	21-06-55
19.	P. DUPONT	647682	21-06-55
20.	T. L. FENNELL	647831	21-06-55
21.	J. E. CONNOLLY	647671	21-06-55
22.	M. E. ANDREA	647627	21-06-55
23.	W. W. ROSE	647869	21-06-55
24.	G. D. TOBIN	647907	21-06-55
25.	E. I. ANDERSON	647820	21-06-55
26.	J. H. PARSONS	647848	21-06-55
27.	M. A. WHITE	647924	21-06-55
28.	H. B. GRIFFIN	647742	21-06-55
29.	D. S. TOBIN	647906	21-06-55
30.	G. DICKS	647828	21-06-55
31.	E. W. SULLIVAN	647890	21-06-55
32.	D. R. HARE	647837	21-06-55
33.	L. B. EVANS	647740	21-06-55
34.	T. KEIGAN	647764	21-06-55
35.	WM. MORRISON	647780	21-06-55
36.	N. STANDING	647895	11-02-57
37.	WM. JOHNSTON	647756	11-02-57
38.	J. MORRISON	647789	11-02-57
39.	L. JOHNSTON	647752	11-02-57
40.	M. B. TOBIN	647911	11-02-57

<u>NO.</u>	<u>NAME</u>	<u>PIN</u>	<u>SENIORITY DATE</u>
41.	H. BRAGG	647732	11-02-57
42.	S. O'CONNELL	647840	11-02-57
43.	J. BRAGG	647656	11-02-57
44.	B. THORNE	647913	11-02-57
45.	L. POWERS	647858	11-02-57
46.	S. B. TOBIN	647914	11-02-57
47.	G. R. HILLIER	647719	11-02-57
48.	R. A. ROSE	647874	11-02-57
49.	J. FENNELL	647741	11-02-57
50.	WM. DICKS	647739	11-02-57
51.	G. JOHNSTON	647753	11-02-57
52.	J. BONA	647648	11-02-57
53.	J. BUIS	647733	11-02-57
54.	E. J. SLADE	647897	11-02-57
55.	R. BURTON	647735	11-02-57
56.	M. VOUTIER	647917	11-02-57
57.	J. C. COLEMAN	647669	11-02-57
58.	D. B. CAVANAUGH	647663	11-02-57
59.	M. BATEMAN	603307	11-02-57
60.	R. A. GREEN	647705	11-02-57
61.	C. H. BOUTILIER	647653	11-02-57
62.	W. T. TOBIN	647910	11-02-57
63.	J. E. TOBIN	647909	11-02-57
64.	F. R. PATTERSON	647850	11-02-57
65.	N. L. HATCHER	647717	11-02-57
66.	A. T. ROBINSON	647878	11-02-57
67.	F. J. GOUTHRO	647701	11-02-57
68.	H. DAWSON	647674	11-02-57
69.	J. B. YOUNG	647933	11-02-57
70.	R. P. MACDONALD	647807	11-02-57
71.	T. DUNN	647681	11-02-57
72.	G. SCHUURKAM	647898	11-02-57
73.	M. E. WARREN	647930	11-02-57
74.	R. F. IVEY	647725	11-02-57
75.	C. W. VOUTIER	647919	11-02-57
76.	O. CODERO	647736	11-02-57
77.	R. W. EDMUNDS	647683	11-02-57
78.	T. C. EAVIS	648697	15-10-59
79.	T. S. HICKEY	648711	19-10-59
80.	A. B. MORRISON	648676	22-10-59

<u>NO.</u>	<u>NAME</u>	<u>PIN</u>	<u>SENIORITY DATE</u>
81.	T. DOBROWOLSKI	648825	24-10-59
82.	W. CLARKE	648823	04-11-59
83.	O. P. MACLEAN	648818	07-11-59
84.	P. MACKINNON	648814	15-11-59
85.	K. PENNY	648993	22-11-59
86.	D. IVEY	648835	24-11-59
87.	G. JACQUES	648901	17-12-59
88.	A. SIMMS	649198	26-01-60
89.	J. J. CANN	649080	12-02-60
90.	T. A. MURPHY	649189	09-03-60
91.	R. J. SIMPSON	649404	09-03-60
92.	C. EAVIS	649251	11-04-60
93.	L. MACDONALD	649292	12-04-60
94.	E. HARDING	649447	15-05-60
95.	H. A. STEELE	673250	17-06-62
96.	J. P. BAKER	673539	15-07-62
97.	F. MACINNIS	673542	28-08-62
98.	J. M. DUNN	600684	22-05-63
99.	V. J. GARNIER	674372	11-06-63
100.	N. J. JOHNSTON	674776	03-08-63
101.	M. F. PROSSER	674790	18-08-63
102.	V. R. ANDREA	674761	23-08-63
103.	E. L. KEIGAN	672059	23-10-63
104.	W. T. WHITTY	675251	27-12-63
105.	T. M. SHINNERS	675249	11-01-64
106.	J. C. MACKINNON	675453	17-05-64
107.	A. R. MACDONALD	676222	13-07-64
108.	E. J. PARKS	676384	23-07-64
109.	P. J. LONG	676436	04-08-64
110.	J. P. CANTWELL	676487	28-09-64
111.	F. G. CONNOLLY	676488	08-05-64
112.	R. COUSINS	677066	10-01-65
113.	L. A. MACRAE	677273	14-02-65
114.	R. F. BAILEY	677253	16-02-65
115.	A. E. BENNETT	677254	28-03-65
116.	E. A. O'NEIL	677446	17-04-65
117.	C. A. REARDON	677447	21-04-65
118.	C. E. BUNGAY	678316	04-06-65
119.	D. C. MAXWELL	647788	13-02-72
120.	L. COX	648688	13-02-72

<u>NO.</u>	<u>NAME</u>	<u>PIN</u>	<u>SENIORITY DATE</u>
121.	J. D. ROSE	648834	13-02-72
122.	H. R. IVEY	649055	13-02-72
123.	A. TOBIN	649201	13-02-72
124.	A. H. CLARKE	649430	13-02-72
125.	J. W. SLADE	673411	13-02-72
126.	F. W. MUSGRAVE	674380	13-02-72
127.	F. E. TOBIN	676443	13-02-72
128.	W. F. MORRISON	676649	13-02-72
129.	J. F. LEBLANC	677070	13-02-72
130.	M. K. YOUNG	648797	13-02-72
131.	C. J. MACKINNON	786100	13-02-72
132.	J. BURTON	786141	13-02-72
133.	W. B. SWAN	788670	14-02-72
134.	G. K. JARDINE	789971	27-06-72
135.	G. E. JERRITT	778240	03-07-72
136.	G. A. BURT	789969	21-07-72
137.	R. C. COUSINS	789970	25-08-72
138.	F. M. JESSOME	789972	14-09-72
139.	T. L. COUSINS	778035	30-10-72
140.	G. H. BISHOP	786080	06-11-72
141.	J. F. CONNOLLY	778183	24-11-72
142.	E. J. REASHORE	778409	16-02-73
143.	H. M. MURPHY	778320	18-03-73
144.	D. N. MANSFIELD	778319	03-04-73
145.	J. W. PARSONS	778379	25-04-73
146.	P. V. MANSFIELD	778726	20-05-73
147.	D. A. HOWLEY	779222	27-05-73
148.	D. K. CANTWELL	779219	30-05-73
149.	T. S. HATCHER	779221	31-05-73
150.	C. S. BOUTILIER	779217	03-06-73

Appendix 2:

<u>NO.</u>	<u>NAME</u>	<u>PIN</u>	<u>SENIORITY DATE</u>
1.	J. C. SWAN	779227	13-06-73
2.	H. G. COLLIER	779119	13-06-73
3.	G. W. BEST	779115	18-06-73
4.	J. E. DAVIDSON	781662	25-06-73
5.	R. G. KNOTT	779383	27-06-73
6.	J. R. MACDONALD	779387	02-07-73
7.	D. F. CANAVAN	648811	04-04-74
8.	J. L. HICKEY	780727	04-04-74
9.	J. B. SCOTT	780734	05-04-74
10.	L. DOVE	649601	07-04-74
11.	C. A. CAVANAUGH	674367	08-04-74
12.	L. W. SKINNER	780736	08-04-74
13.	J. A. LEBLANC	780739	10-04-74
14.	D. F. VOUTIER	780742	15-04-74
15.	B. J. DOLOMONT	780726	16-04-74
16.	T. H. KEIGAN	780729	18-04-74
17.	D. A. VICKERS	780741	18-04-74
18.	B. G. YOUNG	780791	23-04-74
19.	K. R. TAYLOR	781824	27-04-74
20.	G. W. CRANE	780843	28-04-74
21.	G. A. DOLOMONT	780918	29-04-74
22.	W. D. MANSFIELD	780846	29-04-74
23.	W. J. CLARKE	780841	30-04-74
24.	W. D. CHISHOLM	780916	03-05-74
25.	J. E. SULLIVAN	785019	06-05-74
26.	D. D. MACNEIL	781027	07-05-74
27.	M. S. MCCARTHY	781025	03-05-74
28.	C. C. PARSONS	674382	15-05-74
29.	J. F. BONA	780893	15-05-74
30.	S. F. GOUTHRO	781050	22-05-74

APPENDIX 15

Applicable to Group IV24 August 1989
File: 8300-D-89

Mr. D. J. Bujold
Chairman
USWA/Council of Trade Unions
130 Albert Street, Suite 1700
Ottawa, Ontario
K1P 5G4

Dear Mr. Bujold:

This will confirm our understanding reached during the course of recent negotiations concerning employees at North Sydney formerly covered by Agreement 5.1, who are required to work on general holidays.

It is agreed that the following will apply with regard to those who will work on general holidays:

1. The number of employees required to work will be determined by the Company.
2. In order to fill the number required, employees will be given the opportunity in order of seniority, pending qualifications, to work on general holidays which occur on their normal assigned day and hours of work.
3. It is understood that such employees may be utilized to work in other than their own classification.

Please acknowledge your acceptance of the above by signing the attached copy of this letter.

Yours truly,

(original signed by)

N. B. Price
Director Human Resources

ACKNOWLEDGED:
(original signed by)
D. J. Bujold
Chairman
TCU/ILA Council

APPENDIX 16

Applicable to Group IV

24 August 1989

File: 8300-D-89

Mr. D. J. Bujold
Chairman
USWA/Council of Trade Unions
130 Albert Street, Suite 1700
Ottawa, Ontario
K1P 5G4

Dear Mr. Bujold:

This will confirm our discussions during recent negotiations concerning the employees who are on the I.L.A. seniority list and not covered by the Letter of Understanding dated 8 November 1985.

As discussed, such employees who are identified in the attached list will continue to be considered as unassigned employees and utilized when required as such in accordance with the provisions of Article 11.

Yours truly,

(original signed by)

N. B. Price
Director Human Resources

Following are employees from former Agreement 5.1 as they appear on the seniority list as of March 2nd, 1989.

<u>NAME</u>	<u>P.I.N.</u>	<u>SENIORITY DATE</u>
BONA J.F.	780893	05/15/74
GOUTHRO S.F.	781050	05/22/74
BLAGDON W.	780837	05/22/74
ASHFORD J.T.	781296	05/24/74
HAGGETT T.A.	780952	05/28/74
JARDINE R.A.	781017	05/29/74
LEMOINE F.J.	780904	05/31/74
POWER G.V.	780959	05/31/74
MCKEE W.K.	780907	05/31/74
MACDONALD R.P.	780977	06/03/74
HISCOCK P.J.	781053	06/12/74
WALKER B.E.	781060	06/12/74
WILLIAMS B.G.	781061	06/17/74
ANDERSON D.W.	781212	06/23/74
O'TOOLE W.	781159	06/24/74
DOMINEY J.R.	781884	06/24/74
KING D.F.	648911	06/26/74
HARDY S.J.	781410	07/09/74
WHITTY T.G.	677559	07/09/74
WILLIAMS J.	781418	07/10/74
BOND D.L.	781427	07/12/74

<u>NAME</u>	<u>P.I.N.</u>	<u>SENIORITY DATE</u>
GORMAN G.J.	782126	07/19/74
WILLIAMS J.C.	781586	07/24/74
FENNELL D.	782292	01/16/75
KEEPING T.	782293	01/16/75
MCGEAN D.	782340	01/16/75
LYNCH T.	782295	01/16/75
MACKINNON L.	782372	02/15/75
JACKMAN M.F.	782368	02/15/75
MACDONALD W.P.	782379	02/15/75
BOND R.B.	782390	02/15/75
SULLIVAN B.E.	782370	02/15/75
QUIRK G.P.	782375	02/15/75
YOUNG J.D.	782389	02/15/75
GOUTHRO M.A.	782415	02/15/75
ROBERTSON R.N.	782420	03/15/75
NEIL D.	782419	03/15/75
CANN J.B.	782410	03/15/75
TARGETT J.W.	782422	03/15/75

<u>NAME</u>	<u>P.I.N.</u>	<u>SENIORITY DATE</u>
TOBIN J.R.	782423	03/15/75
WALSH R.J.	782424	03/15/75
FLEMMING V.J.	782412	03/15/75
RUSSELL G.	782497	04/15/75
BLINKHORN K.L.	782517	04/15/75
DUNPHY D.	782498	04/15/75
ROSE J.C	782446	04/15/75
COLBURN D.G.	782560	05/15/75
O'TOOLE A.	782729	05/15/75
LETTUES W.	782585	05/15/75
JESSOME D.R.	782581	05/15/75
KEIGAN D.F.	782565	05/15/75
BLINKHORN B.L.	782558	05/15/75
SMITH J.W.	782577	05/15/75
VOUTIER J.H.	782567	05/15/75
BRADBURY G.D.	782817	06/15/75
ARSENAULT F.J.	782766	06/15/75
MATTHEWS L.C.	782814	06/15/75

APPENDIX 17

Applicable to Groups I, III and IV

31 March 1998

Mr. Don J. Bujold
National President - TCU
2285-D St-Laurent Blvd.
Unit 11
Ottawa, Ontario K1G 4Z7

Dear Mr. Bujold:

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. (**1 January 2011 to 31 December 2013**)

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 Human Resources

I concur:

(Original Signed by)

Don J. Bujold
National President-TCU

APPENDIX 18

Applicable to Groups I, III and IV

31 March 1998

Mr. Don J. Bujold
National President - TCU
2285-D St-Laurent Blvd.
Unit 11
Ottawa, Ontario K1G 4Z7

Dear Mr. Bujold:

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 Human Resources

I concur:

Original Signed By)

Don J. Bujold
National President-TCU

APPENDIX 19

Applicable to Group I (Port aux Basques)

31 March 1998

Mr. Don J. Bujold
National President - TCU
2285-D St-Laurent Blvd.
Unit 11
Ottawa, Ontario K1G 4Z7

Dear Mr. Bujold:

Re: Staff Reduction and Recall to Service

The issue of staff reduction under Article 11 was raised during the recent round of collective bargaining. It is agreed that for the Port aux Basques terminal, upon completion of an area bulletin for a seasonal or temporary position of a duration of more than sixty (60) days, the employee must revert to his/her former position, or he/she can displace a temporary position to which he/she is qualified.

Please sign as indicated below indicating your concurrence.

Yours truly,

(Original Signed By)

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

I concur:

(Original Signed By)

Don J. Bujold
National President-TCU

APPENDIX 20

01 April 1998

Mr. Don J. Bujold
National President - TCU
2285-D St-Laurent Blvd.
Unit 11
Ottawa, Ontario K1G 4Z7

Dear Mr. Bujold:

Re: **HRSDC** and Mediation Services

Further to the Union's proposal during negotiations regarding **HRSDC** and mediation services the parties agree to meet within 30 days of the signing of the collective agreement to discuss the feasibility of utilizing the mediation services of **HRSDC** when appropriate.

During the discussion period information from **HRSDC** will be requested to assist the parties in determining the appropriateness of the mediation process. The discussions will be no longer than 120 days after the collective agreement is signed and will be implemented should agreement be reached between the parties.

Yours truly,

(Original Signed By)

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

I concur:

(Original Signed By)

Don J. Bujold
National President-TCU

APPENDIX 21

21 September 1998

Mr. Don J. Bujold, Chairman
USWA/Council of Trade Unions
2285-D St-Laurent Blvd.
Unit 11
Ottawa, Ontario K1G 4Z7

Dear Mr. Bujold:

Re: Extended Health Care Benefits for
Employees on Sick Leave

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 illness.

For the term of the agreement, (**1 January 2011 to 31 December 2013**) any employee who is absent from work due to illness for a period in excess of 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 earliest of the following dates:

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

Yours truly,

(Original Signed By)

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

(Original Signed By)

Don J. Bujold
National President - TCU

Appendix 22

Mr. John R. MacDonald, Chairman
USWA/ILA Council of Trade Unions

25 May 2001

Dear Mr. MacDonald:

Re: Trainers

This will confirm our discussions during recent contract negotiations relative to the issue of employees providing shoulder training and scheduled classroom training.

The parties agreed that for company approved shoulder training the employee providing the training will receive in addition to their regular rate a \$0.35 cent per hour differential for all hours spent on approved shoulder training effective the first day of the month following ratification. Effective 1 January 2004 that rate shall be increased to \$0.40 cents per hour. **Effective the first of the month following the date the notice of ratification is received by the company that rate shall be increased to \$0.80 cents per hour.**

For employees providing classroom training they will receive 5% over their regular rate of pay for hours spent training. "The applicable rate per Appendix I will not be reduced by the Apprenticeship provisions in Appendix I." (Amendment in "bold" 1 August 2007). Employees presently receiving a rate in excess of 5% over their regular rate of pay will be green circled.

As agreed by the parties, the company shall have full discretion in its selectivity of trainers.

Yours truly,

Rhona E. Green
Director of Human Resources

I concur

John R. MacDonald
Chairman USWA/ILA
Council of Trade Unions

Appendix 23

Mr. John R. MacDonald, Chairman
USWA/ILA Council of Trade Unions

25 May 2001

Dear Mr. MacDonald:

Re: Recruitment and Selection - Assessment Process

This will confirm our discussions during recent contract negotiations relative to the issue of Marine Atlantic Inc's. current recruitment and selection process.

During final assessment and evaluation, candidates receive a rate of \$10.00 per hour. The parties agreed that should a candidate be successful in obtaining employment with the Company, the final assessment period will be considered as time worked for the purposes of Article 3.1 and 3.2.

It is understood that this final assessment will not exceed five days.

The final assessment rate of \$10 per hour shall be increased by the same percentage increases noted in Appendix 1 of this agreement.

Yours truly,

Rhona E. Green
Director of Human Resources

I concur:

John R. MacDonald
Chairman USWA/ILA
Council of Trade Unions

Appendix 24

25 February 2009

Mr. Tim Haggett, Chairman
USW/ILA Council of Trade Unions

Dear Mr. Haggett:

Re: New Employees in Full Time Education:

This will confirm our discussions during recent contract negotiations regarding new employees that are in full time education.

For the purpose of retaining qualified employees who are hired to Marine Atlantic who declare and provide confirmation that they are in full time education, a supplementary seniority list shall be established. These employees shall be referred to as students.

Students shall be available for the period at least 1 May to 1 September. If not available during that time their name shall be removed from the list and their employment terminated with Marine Atlantic. Recall to work shall be in seniority order as established on the supplementary list.

The student shall provide the declaration of full time education within seven (7) days of receiving an offer of employment and in addition on return to work at Marine Atlantic each year. Confirmation of full time student status must be supplied upon request.

On completion of full time education, if a student declares availability for full time employment the student's name shall be added to the seniority list as defined in Article 2.2 effective upon the next date of entry into service.

Further, students who declare full time education in accordance with this appendix shall be provided the opportunity to work during the period they are attending an educational facility in accordance with operational requirements, their qualifications and seniority. The onus is on the student to provide and maintain a schedule of availability with the employer/timekeeper.

The establishment of the supplemental seniority list will remain in accordance with the provisions of this letter, therefore a student's choice to accept or not accept work opportunities

during their period of full time education will not affect their supplemental seniority status.

This agreement will apply to current employees who are in full time education and who declare full time student status prior to returning to the education facility.

Yours truly,

Rhona E. Green
VP Human Resources

Appendix 25

Mr. J. MacDonald, Chairman
USWA/ILA Council of Trade Unions

25 May 2001

Dear Mr. MacDonald:

Re: Communications Committee

This will confirm our understanding reached during the course of recent negotiations concerning the formation of a Communications Committee. It is agreed that within 90 days of signing the collective agreement the parties will meet to establish and agree on terms of reference for the Committee.

Yours truly,

Rhona E. Green
Director of Human Resources

I Concur:

John R. MacDonald
Chairman USWA/ILA
Council of Trade Unions

Appendix 26

26 February 2009

Tim Haggett, Chairman
USW/ILA Council of Trade Unions

Dear Mr. Haggett:

Re: Selection Day

This will confirm the understanding reached during the course of recent negotiations, that the parties will reintroduce Selection Day subject to yearly mutual agreement. On or before the first of May of each year, the Union will provide written notice to their Terminal Manager stating whether they would like to proceed with Selection Day.

Yours truly,

Rhona E. Green
VP Human Resources

I Concur:

Tim Haggett
Chairman USW/ILA
Council of Trade Unions

Appendix 27

4 June 2001

Mr. John R. MacDonald
Chairman USWA/ILA
Council of Trade Unions

Dear Mr. MacDonald:

Re: ILA Start Times

This will confirm our discussions during recent contract negotiations regarding 0600 hours start time.

As agreed a minimum of nine (9) employees will be made available at 0600 hours when required by the Company to off load live traffic. Employees will be paid at the rate of time and one-half for the additional hour worked prior to their shift. Employees will be called in order of seniority in the classification required.

Yours truly,

Rhona E. Green
Director of Human Resources

I concur:

John R. MacDonald
Chairman USWA/ILA
Council of Trade Unions

Appendix 28

1 August 2007

Mr. James Lane
Chairman USW/ILA
Council of Trade Unions

Dear Mr. Lane:

This will confirm our discussions during recent contract negotiations in regards to Education Fund and Administration Fund.

RE: Education 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 **three (3) cents** for each straight time hour worked during the previous year by members of the bargaining unit. Such payment will be made on an annual basis, during the month following ratification **for 2010 and for 2011 prior to 30 April 2012 and for 2012 prior to 30 April 2013.**

RE: Administration Fund

Effective the first of the month following the date of notice of ratification is received by the Company, the Company will provide **\$20,000** to the administrative fund.

Yours truly,

Rhona E. Green
Director of Human Resources

Appendix 29

1 August 2007

Mr. James Lane
Chairman USW/ILA
Council of Trade Unions

Dear Mr. Lane:

This will confirm our discussions during recent contract negotiations in regards to the pay-out of bank time to top up pay to 80 regular hours.

When an employee as a result of an approved leave of absence without pay or had not had sufficient shifts to equal 80 regular hours in the pay period that the absence or shortage of work occurs, may request a pay out from their bank time to top up their pay to the 80 regular hours.

Yours truly,

Rhona E. Green
Vice President Human Resources

Appendix 30

1 August 2007

Mr. James Lane
Chairman USW/ILA
Council of Trade Unions

Dear Mr. Lane:

RE: Group IV - Relocation of traffic directors

The Employer agrees that the relocation of the Traffic Director position from the lower gate to an alternative location as a result of the introduction of enhanced security services will not result in the loss of that position. For clarification, that equates to one position twenty four (24) hours, seven (7) days per week.

Yours truly,

Rhona E. Green
Vice President Human Resources

Appendix 31

30 August 2002
 Port aux Basques, NL

Mr. Edgar LeRiche
 Local Chairperson
 USWA - Lodge 551
 Port Aux Basques, NL

Sir

Re: Overtime and Calls

This will confirm our understanding during our recent discussion relative to Article 5 of Agreement "D" on the issue of overtime and calls.

It is agreed that this written local agreement will not take away from agreement "D" but will provide the employees with a guide for overtime and calls. This agreement has been done in accordance with Article 5.1 and will apply to Group 1 at Port Aux Basques.

- 5.1 Subject to the provisions of Article 4.4 time worked by employees on regular assignments, continuous with, before or after the regularly assigned hours of duty shall be considered as overtime and shall be paid for on the actual minute basis at one and one-half times the hourly rate. Every effort will be made to avoid the necessity for overtime, however, when conditions necessitate, employees will perform authorized overtime work as arranged locally in writing.
- Item 1 When overtime is anticipated to be less than 3 hours, Article 5.1 will apply.
- Item 2 When it is determined that overtime will be 3 hours or more, qualified spare & relief employees will be called for a minimum of 6 hours regular pay.
- Item 3 After all the spare & relief have been called and there are vacancies unfilled, the senior person in the classification required will be called for overtime subject to item 5.
- Item 4 If items 2 & 3 cannot fill all vacancies required, the senior qualified person in Group 1 will be called for overtime subject to item 5.
- Item 5 Employees will be permitted to work 18 hours consecutively provided they have booked six hours rest

in a 24 hour period.

Item 6 An employee working an 80 hour work week (split-shift) will only be permitted to work a maximum of 16 hours overtime during the week of employment.

Overtime and calls will be subject to the information provided to the Supervisor on duty.

Yours truly

(original signed by)

Mr. J.W. Anderson
Senior Terminal Manager
Marine Atlantic
Port Aux Basques, NL

I concur

(original signed by)

Mr. Edgar LeRiche
Local Chairperson
USWA - Lodge 551
Port Aux Basques, NL

Appendix 32

1 August 2007

Mr. James Lane
Chairman USW/ILA
Council of Trade Unions

Dear Mr. Lane:

This will confirm our discussions during recent contract negotiations in regards to Health & Welfare improvements:

Weekly Indemnity Benefits - Increase effective first of the month following the *date of the arbitrator's decision*, the weekly indemnity benefit 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. This will apply to employees approved for weekly indemnity benefits on or after the first of the month following the *date of the arbitrator's decision*.

Day Surgery Procedures - Effective the first of the month following the *date of the arbitrator's decision*, employees who are required to have day surgery procedures that are approved for Weekly Indemnity Benefits shall be provided with benefits from day one of the leave of absence and shall not be required to complete the three day waiting period. This shall not be applied to dental day surgery procedures.

Yours truly,

Rhona E. Green
Vice President Human Resources

Appendix 33

26 February 2009

Mr. Haggett
Chair USW/ILA Council of Trade Unions

Dear Mr. Haggett:

Re: Contract Negotiations

This will confirm that Marine Atlantic Inc. will provide six members of the bargaining committee (four from the ILA and two from the USW) 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.

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.

Yours truly

Rhona Green
Vice President of Human Resources

Appendix 34

27 February 2009

Mr. Tim Haggett
Chair USW/ILA Council of Trade Unions

Dear Mr. Haggett:

Re: Group III Clarification of Article 11 - Staff Reduction

Further to our discussions during contract negotiations, it is understood that the application of Article 11 has not been consistently applied. Therefore, this will confirm the process that will be applied for members of Group III.

For all regularly assigned employees who are assigned to temporary vacancies and seasonal positions, upon completion of such assignments, they must revert to their former position or they may displace the junior employee on any other temporary assignments except as provided for in Article 11.1(c) before returning to their regular position.

Yours truly

Rhona Green
VP Human Resources

Appendix 35

27 February 2009

Mr. Tim Haggett
Chair ILA/USW Council of Trade Unions

Dear Mr. Haggett:

Re: Free and Reduced Transportation

Further to our discussion during contract negotiations, this will confirm that we will discuss the concerns of the Policy on Free and Reduced Rate Transportation at a future Communications meeting.

It is understood that the Union has no jurisdiction in respect to this policy and procedure.

Yours Truly,

Rhona Green
VP Human Resources

INCOME SECURITY AGREEMENT

DEFINITIONS	1
ARTICLE 1 GENERAL	2
ARTICLE 2 WEEKLY LAYOFF BENEFITS AND SEVERANCE PAYMENTS	2
ARTICLE 3 TRAINING OF EMPLOYEES	12
ARTICLE 4 RELOCATION EXPENSES	13
ARTICLE 5 TECHNOLOGICAL, OPERATIONAL AND ORGANIZATIONAL CHANGES	19
ARTICLE 6 GOVERNMENT ASSISTANCE PROGRAMS	22
ARTICLE 7 SEASONAL EMPLOYEES	23
ARTICLE 8 CASUAL AND PART-TIME EMPLOYEES	23
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	23
ARTICLE 10 AMENDMENT	24
ARTICLE 11 COMMENCEMENT	24
ARTICLE 12 DURATION	25
APPENDIX "A" ELIGIBILITY TERRITORIES	26

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:

Yrs. of Cumulative Compensated Service	Maximum Period for Which Weekly Benefits are Payable For Each Period of Layoff
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 the **Department of Human Resources and Social Development** 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 **Department of Human Resources and Social Development** 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:

<u>Years of Service at Time Employee Elects Retirement</u>	<u>Percentage Amount 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 _____ day of June 2006 at Sydney, NS.

FOR MARINE ATLANTIC INC:

FOR THE EMPLOYEES:

Roger Flood
President and CEO

Linda MacNeil
National
Representative CAW

Rhona Green
Director of Human Resources

Richard Vezina
President Canadian Marine
Officers Union

Jim Lane,
Chairman
USW/ILA Council of
Trade Unions

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. Argentina, Newfoundland
2. Port aux Basques, Newfoundland
3. North Sydney

Vessel Agreements

4. Newfoundland Service