

AGREEMENT "B"

between

MARINE ATLANTIC INC.

and

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

governing

Unlicensed Vessel Personnel

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ARTICLE 1

RECOGNITION AND SCOPE

- 1.1 The Company agrees to recognize C.A.W. - Canada as the sole collective bargaining agent with respect to wages, hours of work and other working conditions for all classes of employees enumerated herein.
- 1.2 The use of the masculine gender in this collective agreement includes the feminine and vice versa.

ARTICLE 2

AUTHORITY OF MASTER

- 2.1 The Union agrees that the Master of the vessel has the exclusive right to direct the crew and to hire, promote, demote, transfer, lay off, suspend or discharge employees and that such hours shall be worked at sea and in port, as shall be directed by the Master or his deputy.
- 2.2 The Company agrees that these powers and rights will not be exercised in conflict with any of the provisions of this Agreement, and by the Union that when any employee considers that an order or direction of the Master is, in his opinion, in conflict with the terms of this Agreement, he shall, nevertheless, obey such order or direction and thereafter, through the grievance procedure herein provided, seek redress.

ARTICLE 3

STOPPAGE OF WORK

- 3.1 There shall be no strike, lock-out, or stoppage of work while this agreement is in effect.

ARTICLE 4

EMERGENCY DUTIES

- 4.1 Any work necessary for the safety of the vessel, passengers, crew or cargo, or for the saving of other vessels, lives or cargoes, shall be performed at any time on immediate call, notwithstanding any provision of this Agreement which might be construed to the contrary. The Master will be the sole judge.

ARTICLE 5

COMPANY SAFETY REGULATIONS

- 5.1 Any safety regulations which the Company may now have in force for the safety of the vessel, crew and passengers, and any further safety regulations or amendments to existing safety regulations which the Company shall put into effect during the term of this Agreement, and which are brought to the attention of the employees, shall be strictly adhered to by all employees. Violation of such regulations shall be sufficient cause for dismissal.

ARTICLE 6

GOVERNMENT LAWS AND REGULATIONS

- 6.1 Nothing contained in this agreement shall be construed as to render null and void the obligations of the signatories under the provisions of the Canada Shipping Act or other Government legislation or regulations, nor to impair in any manner whatsoever the absolute authority of the Master.

ARTICLE 7

BOARDING PASSES

- 7.1 The Company will issue boarding passes to the designated Union representatives to contact its members covered by this Agreement. Such representatives shall be allowed aboard at any time which in the opinion of the Master will not interfere with the regular operation of ship's business.
- 7.2 Should any Union representative fail to observe the above provision, this shall be grounds for revocation of boarding pass issued to him and the Union shall turn in any pass so revoked.

ARTICLE 8

DRILLS

- 8.1 Whenever practicable, lifeboat, fire and other emergency drills shall be held on weekdays, Monday to Friday inclusive, between the hours of 0600 and 2200. preparation for drills, such as stretching fire hose, and hoisting or swinging out lifeboats, shall not be done prior to the signal for such drills, and after drill is over all hands shall secure boats and gear and replace fire hose in safe custody. In no event shall overtime be paid for work performed in connection with such drills, except when employees, not on board the vessel, are required to report prior to their normal starting time.

ARTICLE 9

DEDUCTION OF UNION DUES

- 9.1 The Company shall deduct each pay period from wages due and payable to each employee coming within the scope of this Collective Agreement an amount equivalent to the uniform union dues of the Union subject to the conditions and exceptions set forth hereunder.
- 9.2 The amount to be deducted shall be equivalent to the uniform, regular dues payment of the Union and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of the agreement excepting to conform with a change in the amount

of regular dues of the Union in accordance with its constitutional provisions. The provisions of this Article shall be applicable to the Union on receipt by the Company of notice in writing from the Union of the amount of regular monthly dues.

- 9.3 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 Union shall be excepted from dues deduction.
- 9.4 Membership in the Union signatory hereto shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the local concerned. Membership shall not be denied for reasons of race, national origin, colour or religion.
- 9.5 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.
- 9.6 The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the officer or officers of the Union as may be mutually agreed by the Company and the Union not later than 30 calendar days following the pay period which contains the twenty-fourth day of the month.

- 9.7 The Company shall not be responsible financially or otherwise, either to the Union or to any officer, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the designated officer or officers of the Union.
- 9.8 The question of what, if any compensation shall be paid to the Company by the Union signatory hereto 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.
- 9.9 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 9.1, both parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Union counsel fees are incurred these shall be borne by the Union. Save as aforesaid the Union shall indemnify and save harmless the 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.

ARTICLE 10

SENIORITY GROUPINGS

10.1 For the purpose of promotion and seniority, employees shall be grouped as follows:

1. Unlicensed Deck Department
2. Unlicensed Engineroom Dept.
3. Stewards Department

Employees assigned to positions of Deckhand-Cook shall, if they have not already done so, establish seniority in the two groups identified by 1. and 3. above.

ARTICLE 11

SENIORITY STATUS AND LISTS

11.1 Seniority lists will be compiled and posted to the respective seniority groups in January of each year. Such lists shall show each employee's name, employee number, classification and seniority date. Copies shall be furnished to the Union.

11.2 Protests in regard to seniority standing must be submitted in writing within 60 calendar days from the date seniority lists are posted. When proof of error is presented by an employee, or his representative, such error will be corrected and when so corrected the agreed upon seniority date shall be final. No change shall be made in the existing seniority status of an employee unless concurred in by the appropriate National Representative of the Union.

- 11.3 No change shall be made in the seniority date accredited an employee which has appeared on two consecutive annual seniority lists unless the seniority date appearing on such list was protested in writing within the 60-day period allowed for correctional purposes. Names which have not appeared on two consecutive annual seniority lists shall not be restored to such seniority lists except in accordance with Article 11.10, or by agreement with the appropriate National Representative of the Union.
- 11.4 Except as otherwise provided, an employee shall establish seniority in a seniority group under this agreement from the date he commences work in such group.
- NOTE: This shall not apply in the case of an individual engaged in an emergency when the process described in Article 13.10(b) has not applied. Such individuals shall not establish seniority and shall be replaced at first opportunity.
- 11.5 When two or more employees commence work in the seniority group on the same day, the employee who commenced work at the earliest hour of the day shall be senior. When the employees commenced work at the same time, the one who signed the Company's application form for employment first, shall be senior. All other things being equal, they shall be placed on the seniority list as mutually agreed between the proper officer of the Company and the appropriate National Representative of the Union.

11.6 A preferential list employee who is unavailable to accept assignment offering under Article 13, but who subsequently displaces the junior employee assigned in his place, or who accepts other assignment in the same group at first opportunity, shall be awarded the seniority date of the junior employee first promoted and shall rank as immediately senior to him. This article, however, shall not benefit an employee who is unable to accept the assignment offering due to lack of requisite certificate.

NOTE: If more than one employee is bypassed under this Article, all shall establish the date of the junior employee, providing they commence work in the group at first opportunity, and shall rank as senior to him in the order in which they appeared on the preferential list.

11.7 An employee having worked 90 working days or less will be considered as on probation, shall hold no rights under the promotion rules of this agreement, and if found unsuitable will not be retained in the service.

11.8 An employee who transfers to a position in another seniority group within this agreement, or to a position governed by another Marine Atlantic Vessel Agreement, or to an official or excepted position with the Company, shall retain his seniority rights and continue to accumulate seniority in the group or agreement from which transferred, subject to conditions set forth in Article 14, but shall not be entitled to apply for positions or vacancies therein, while employed in the other seniority group, agreement, or official or excepted employment.

- 11.9 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 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.
- 11.10 An employee who has been discharged and is subsequently returned to the service in a position covered by this agreement, unless reinstated with his former seniority standing, will only be allowed seniority from the date of his return to the service. An employee who is not reinstated with his former seniority standing within one year of the date of his discharge may only be so reinstated by agreement between the proper officer of the Company and the appropriate National Representative of the Union.

ARTICLE 12

PROMOTION AND TRANSFER BETWEEN GROUPS

- 12.1 Employees shall be encouraged to learn the duties of other positions and every opportunity shall be afforded to learn the work of such positions in their own time, and during regular working hours when it will not unduly interfere with the performance of their assigned duties. The supervisory officer may arrange with the interested employees to exchange positions for short temporary periods without affecting the classifications, rates or seniority of the employees concerned.

12.2 Employees who wish to transfer to another seniority group under this agreement or to another vessel agreement, and who so register with the appropriate Company officer prior to November 15th of each year, shall be listed for each seniority group desired. Employees from within the agreement by which the desired group is covered shall be listed first in the order of their best seniority date within the agreement. Employees from other groups or Agreements shall be listed secondly in the order of their best seniority date within such agreements. Such listings (which shall be identified as "Preferential Lists") shall be posted to all seniority groups on or before December 1st. Omissions shall be corrected providing that protest, accompanied by evidence that the application for transfer was properly submitted, is made within 30 days of posting.

12.3 In the event that additional employees are required within a seniority group in the following calendar year, persons shown on the preferential list shall be afforded opportunity to transfer, provided they have the requisite qualifications, in accordance with their standing on the preferential list. Persons who choose to decline transfer when offered shall be removed from the listing.

NOTE: Articles 12.2 and 12.3 above do not apply for transfers for employees who enter the service subsequent to 1 January 1987.

ARTICLE 13

BULLETINING AND FILLING POSITIONS

- 13.1 Vacancies will be bulletined to the appropriate seniority groups, as required, in accordance with the procedures established in the service.
- 13.2 Bulletins will be posted on board vessels promptly in places accessible to employees affected, with copy to the Local Chairman. The name and seniority date of the appointee to a bulletined vacancy will be bulletined to the seniority group.
- 13.3 In the assessment of qualifications, management will be the judge, subject to the right of appeal by the employee and/or the Union. Ability and qualifications being sufficient, seniority shall prevail.
- 13.4 When a senior applicant is not awarded a bulletined vacancy, he may appeal the appointment through the grievance procedure, providing, however, that the appeal shall be submitted in writing to the designated officer within 30 calendar days of the date of bulletin making the appointment. After making the appeal he may be required or with the concurrence of the Local Chairman be allowed to demonstrate his qualifications for the position. The Local Chairman may be present at such demonstration. This article shall apply also for senior employees denied a temporary vacancy account lack of qualifications. In this case the Company shall notify the employee that he has been by-passed and any protest shall be required to be filed within 14 calendar days of notification.

- 13.5 In the event there is a vacancy which cannot be filled immediately under the process described in this Article, the junior assigned employee within the seniority group who is qualified and immediately available may be required to fill the vacancy temporarily. In such cases the Company will arrange for the engagement or training of another employee for the vacancy, so that the employee required to fill the assignment may be returned to his regular assignment as soon as is practicable.
- 13.6 An employee who is assigned to any vacancy shall receive a full explanation of the duties of the position and must demonstrate his ability to perform the work within a reasonable probationary period of up to 30 working days (exclusive of vacation or leave of absence), the length of time dependent upon the character and circumstances of the work. Extension of time beyond 30 working days may be locally arranged. Failing to demonstrate his ability to do the work he shall be returned to his former position or status, and any other employee so displaced shall be allowed to exercise his seniority. The disqualified employee shall forfeit any seniority which he may have established by reason of his assignment to the vacancy.
- 13.7 An employee returning after leave of absence, vacation or accumulated rest days shall resume his former position or status and/or, within 5 calendar days, exercise his seniority rights to any vacancy which he is qualified to fill which was bulletined within his seniority group during his absence.

- 13.8 A preferential list employee who is unavailable to accept a vacancy offering under this Article shall be required to displace the junior preferential list employee assigned in his place if such assignment exceeds 60 calendar days, unless he has in the interval been assigned to another vacancy within the same group.

NOTE: In the operation of preferential lists, an employee shall be regarded as unavailable if he is on vacation, leave of absence, or jury duty, etc., or if he is on duty on an assignment which will not permit immediate release by the Company or enable the employee to transfer without loss of one or more day's wages. This article, however, shall not benefit an employee who is unable to accept the assignment offering due to lack of requisite certificate.

- 13.9 An employee, who is displaced from a position to which he had been appointed as a result of grievance filed by a senior employee under Article 13.4, shall return to his former position or status, or exercise his seniority rights to any position or vacancy, for which he is qualified, awarded to a junior employee during the period between his appointment and subsequent displacement, and the employee so displaced shall be allowed to exercise his seniority. The principle of Article 11.6, respecting establishment of seniority, and the principle of Article 14.6, requiring the exhausting of seniority rights, shall apply for the grievor and displaced employee respectively, if transfer to another seniority group is involved.

Bulletining Procedure

- 13.10 (a) A vacancy which is expected to be of less than one full tour's duration, or that portion of longer vacancy preceding the first day of the first full tour, shall be filled by the senior qualified employee on board the vessel at the time the vacancy occurs who desires it until a more senior qualified employee protecting spare or working on another vessel in a lower paid classification can join the vessel, or, there being none by the senior qualified spare employee who is able to fill the vacancy immediately, or there being none, by the junior qualified employee laid off from the seniority group and not working in another group within the vessel agreements.
- (b) Except as provided in Note (1) below, a vacancy which is expected to be of not less than one nor more than two full tours, or vacancy of longer duration pending occupancy by bulletin appointee, shall be filled from the first day of the first full tour, as required, in the following order:
- (i) by the senior qualified employee assigned to a lower-rated classification within the seniority group who has indicated in prescribed manner a readiness to accept such vacancies and is available (for purposes of this paragraph the classification of Quartermaster shall be considered lower-rated than Bosun or Carpenter);

- (ii) by the senior available qualified employee in the group who is spare or laid off;
- (iii) by the qualified employee standing first on the preferential list who is available;
- (iv) by a qualified applicant from within the vessel agreements according to the order which would apply on the preferential list, who is available;

NOTES:

- (1) Exception to the above shall apply in that the vacancy may be claimed within 5 calendar days of its occurrence by a senior qualified employee assigned to an equal or higher classification in the group who is working out of different terminal ports or in the case of a vacancy on a vessel coming into service by an employee who is working within the same terminal ports in an equal or higher-rated classification. Such employee, however, shall not be entitled to occupy the vacancy until the first day of the first full tour following acceptance of application, except in the case of a Deckhand's vacancy on the smaller coastal vessels, in which case the employee will be allowed to assume the vacancy when relieved.

- (2) For the purpose of this Article, the term "assigned" is used to identify an employee who is holding a vacancy which was subject to the provisions of Clause (d).

- (3) For the purposes of this Article 13.10(b) employees shall not be regarded as available if scheduled to be occupying an equal or higher rated classification, on vacation, leave of absence, bank days, or continuing previous tour on the first day of the first full tour, or if otherwise unable to commence work on that day (except where the absence is on account of the employee being on bereavement leave or on bank days at the direction of the Company - in such cases the employee will be allowed to assume vacancies for which qualified and otherwise available at the conclusion of bereavement leave or bank days).

- (c) Employees filling vacancies under Articles 13.10(a) or (b) shall not be subject to displacement except by employees who would otherwise be unable to hold work in an equal or higher-rated classification within the group.

- (d) Vacancies which are expected to be of more than two tours' duration shall be bulletined to the seniority group in which they occur.

- (e) When required, bulletins will be issued on the 5th day of each month, except that if such day falls on a Saturday, Sunday or general holiday, bulletin will be issued on the next regular working day.
- (f) All bulletins will show classification, vessel, essential qualifications, designated terminal ports, rate of pay and approximate duration, if temporary.
- (g) Employees desiring such vacancies will submit applications in writing to the designated office within 20 calendar days, setting forth their seniority date, present classification and vessel, and qualifications for the vacancy bulletined. Applicants will not be permitted to withdraw their applications after the closing date specified in the bulletin. Unless there is no other qualified applicant, an employee vacating an assignment will not be considered for such assignment until it again becomes vacant.
- (h) When a vacancy bulletined under Clause (d) is to be filled, it shall be awarded to the senior applicant holding bulletined assignment within the seniority group who has the qualifications to perform the work. Vacancies not filled in this manner shall be filled in the following order:
 - (i) by the senior qualified employee in the group who is spare or laid-off;

- (ii) by the qualified employee standing first on the preferential list;
- (iii) by a qualified applicant from within the Vessel Agreements according to the order which would apply on the preferential list;

Employees so assigned will not be permitted to apply for Clause (d) vacancies which involves a lateral move to a vessel operating between the same terminal ports, for at least 3 months following such assignment.

- (i) An assigned employee who is awarded a vacancy under Clause (b) may, on completion of such vacancy, displace the junior employee on a vacancy with the same terminal ports which was filled under Clause (b) subsequently to his own, provided this affords a rate of pay higher than his regular assignment, or a new vacancy offering under Clause (b) before returning to his regular assignment.

NOTE: Displacement under this Article shall be arranged by the employee with the Crew Administration Office, St. John's, Nfld., not later than three days preceding the end of the employee's temporary assignment.

- (j) A spare employee assigned to a vacancy under Article 13.10 (a) or (b) shall, on completion of such vacancy, be required to displace the junior employee in his seniority group on the same vessel and tour of duty or there being none he may displace the junior employee in his group with the same tour of duty on vessels operating within the same terminal ports prior to reverting to his former status.

ARTICLE 14

STAFF REDUCTION, DISPLACEMENT AND

RECALL TO SERVICE

- 14.1 An employee filling a bulletined vacancy shall, on its termination or on his displacement from such assignment, be required to displace a junior employee in the seniority group, providing he has the qualifications to perform the work. An employee who is unable to obtain assignment within the seniority group may elect in writing to protect spare work or, subject to Article 14.6, to be laid off.
- 14.2 An employee who elects to protect spare, including employees engaged as spare, shall forfeit his seniority within the seniority group if he fails to report for duty on notice to do so within 8 hours prior to time required to leave home.
- 14.3 Except as otherwise provided, an employee who elects laid-off status and is not working in another seniority group shall be recalled in seniority order for vacancies which are expected to be of more than 60 days' duration, but may decline such recall without forfeiture of seniority or right to subsequent recall, providing that it is definitely known that the duration of the work offering will not exceed 90 days and another qualified junior employee is available within the seniority group. Unless exempted from doing so, an employee shall commence work within 10 days from date recalled or longer period as may be specifically authorized by the Company.

NOTE: This article does not constitute a guarantee of 90 days of employment.

- 14.4 An employee who fails to report as required in Articles 14.2 or 14.3 and who fails to offer satisfactory explanation, shall forfeit seniority in the seniority group to which recalled.
- 14.5 An employee laid-off from one seniority group, but working in another seniority group, within this agreement, or in another Marine Atlantic Vessel Agreement, shall be recalled in seniority order but may decline recall to an equal or lower-rated position without forfeiture of seniority, but shall surrender right to subsequent recall.
- 14.6 An employee who has exhausted his rights to assignment within a seniority group, and who has not elected to protect spare in such group, shall displace a junior employee in another seniority group in which he holds seniority, providing he has the qualifications to perform the work. An employee who fails to do so shall forfeit his seniority in any group in which he could have taken assignment. If no assignment is available, he may elect to protect spare in any group in which he holds seniority.

NOTE: This Article shall not restrict an employee from returning to a former seniority group on expiration of initial temporary assignment.

14.7 An employee released from excepted or official employment, except by dismissal, shall exercise his seniority rights to any position which he is qualified to fill in the seniority group from which promoted. In the event the employee is unable to take assignment in such group, he shall be governed by Article 14.6.

14.8 In exercising seniority rights under this Article 14, the employee's election shall be made in writing within 10 calendar days and he shall commence work on the position of his choice within 30 days from the date his position is abolished, or he is displaced, or he is released from official or excepted employment.

The time limits set forth herein shall apply to an employee who is on leave of absence or vacation, from the date such leave or vacation concludes.

14.9 An employee demoted or debarred for disciplinary reasons from a position shall be permitted to exercise seniority to displace employees holding bulletined assignment within a classification, which he is qualified to fill, in his seniority group. In the event the employee is unable to take assignment in such group, he shall be governed by Article 14.6.

14.10 An employee on lay-off or protecting spare shall keep the Company (Crew Administration Department in St. John's) advised of the address and telephone number at which he can be readily located. Notice transmitted to such address or telephone number shall be regarded as notice conveyed to the employee.

- 14.11 In instances of staff reduction, six calendar days' advance notice will be given to regularly assigned employees whose positions are to be abolished, except in the event of a strike or work stoppage by employees of the Company, in which case a shorter notice may be given. The Local Chairman will be supplied with a copy of any notice.

ARTICLE 15

TRANSFER OF EMPLOYEES

- 15.1 Employees when required by the Company to transfer from one ship to another, will be paid for actual time lost, not to exceed the necessary reasonable time required to make connections from ship to ship, according to rank of the position to which they are being transferred, and will be allowed actual reasonable travelling expenses.
- 15.2 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, and at the discretion of the Company will be reimbursed for time lost, such time lost not to exceed five days.
- 15.3 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.

- 15.4 The provisions of Article 15.1 do not apply in the case of an employee being relieved for days off or for a relieving employee proceeding to or from a terminal port, except for a regularly assigned employee when the assignment to which the employee is ordered involves neither the vessel nor the terminal port to which he would be required to report in following his regular assignment.

ARTICLE 16

REHABILITATION

- 16.1 When mutually agreed between the proper officer of the Company and the appropriate National Representative of the Union, an employee who has become unfit* to follow his usual occupation may:
- (a) displace a junior employee in his own seniority group for whose position he is qualified, or
 - (b) be placed, when mutually agreed between the proper officer of the Company and the appropriate National Representative of the Union in another position, notwithstanding that it may be necessary to displace an able-bodied employee to provide suitable employment for him.

*NOTE: The Company Medical Representative will determine an employee's fitness to follow his usual occupation. The appropriate National Representative of the Union will be advised when a rehabilitated employee becomes fit to follow his usual occupation.

- 16.2 In dealing with incapacitated employees, seniority shall govern in respect of preference of shift and employment.
- 16.3 A rehabilitated employee placed on a position shall not be displaced by an able-bodied employee so long as he remains on such position, except when a senior employee is otherwise unable to hold a position in his seniority group. Should he subsequently recuperate he shall be subject to displacement, in which case he shall exercise his seniority rights.

ARTICLE 17

REPORTING ON BOARD

- 17.1 All employees off watch shall be required to report on board and be available for duty not less than one hour before time of sailing, as posted on notice board.
- 17.2 Employees leaving vessel after completing tour of duty will be required to leave a contacting address with their officer in charge and the Crew Administration Department at St. John's. Employees will be notified when they are to report back on board.
- 17.3 Employees unable to report back on board vessel on the date required to do so due to illness or other bona fide reason must notify the appropriate Company office forty-eight hours before date required to join vessel.

- 17.4 Employees unable to rejoin vessel for bona fide reasons must notify the Company when they are available for duty. Such employees will be instructed when and where to report. Employees who have been absent on account of illness will be required to produce a doctor's certificate before being permitted to resume duty.
- 17.5 Employees who fail to carry out the provisions of Article 17.3 or fail to report for duty at the time and place ordered without just reason will be considered as having resigned without notice.

ARTICLE 18

BILINGUALISM

- 18.1 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.
- 18.2 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 need.
- 18.3 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.

- 18.4 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.
- 18.5 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 19

HOURS OF SERVICE

- 19.1 (a) The principle of the 40-hour week is recognized and an averaging period will apply.
- (b) When continuous watches are kept at sea and in port, watchkeeping employees shall maintain a two-watch system - four hours on and four hours off or six hours on and six hours off.
- (c) Twelve consecutive hours of duty, exclusive of meal period, shall constitute a day's work for employees who are not regularly assigned to watchkeeping duties in the engine room and deck departments.
- (d) The working day at sea and in port for employees of the Steward's Department shall be twelve hours within a spread of fourteen hours. The Company will set up work schedules for all ratings in the Steward's Department.
- (e) Where it is known that the stay of a passenger and/or cargo vessel in a terminal port and straight cargo vessels in other ports will exceed twenty-four hours, exclusive of sailing day, sea watches shall be broken.
- (f) When watches are broken while in port, the hours of duty shall be twelve hours between 0600 hours and 2000 hours unless otherwise mutually arranged except:

- (i) a Deckhand, when required to act as a night watchman, whose hours of duty shall be from 2000 hours to 0800 hours;
 - (ii) in port, Engineroom Assistants and Quartermasters on all vessels shall maintain regular watches without the payment of overtime, provided, however, that the employees concerned and the officer in charge may mutually agree on the tour of hours to be worked by each employee.
- (g) Employees assigned to work as Liferaft Maintainers will work 8 hours per day including a 20 minute paid lunch period, 5 days per week. Assigned hours of work and rest days will be as bulletined in accordance with Article 13.

ARTICLE 20

REST DAYS

- 20.1 (a) Employees shall be granted 1 rest day for each day worked; such rest days to be taken according to the schedule laid down for each vessel.
- (b) Employees who cannot be regularly relieved shall be treated no less favourably than other employees but must take their rest periods at times convenient to the Company.
- (c) Employees who lose rest days and employees who acquire more rest days than called for by their schedules, shall have their rest days adjusted, as required, during the averaging period. Such adjustment shall ensure that each employee receives rest days on the basis of 1 rest day for each day worked. In the event that on adjusting rest days it is found that an employee has received more rest days than he was entitled to, the Company shall recover such overpayment of rest days by appropriate deductions from the employee's pay cheque. Employees terminating their employment will have their rest days adjusted at or prior to date of termination.
- (d) Rest days shall be granted at terminal ports.

ARTICLE 21

OVERTIME AND CALLS

- 21.1 Except as otherwise provided, time worked by an employee on his regular assignment continuous with, before, or after the regularly assigned hours of duty, shall be considered as overtime and shall be paid at one and one-half times the hourly rate of pay in minimum increments of fifteen minutes.
- 21.2 (a) Except as otherwise provided, an employee will receive a minimum of 1 hour's overtime at the prevailing rate for each time called for which 1 hour's service may be required.
- (b) An employee who is released from duty after arrival of a vessel at a terminal port and is called back for overtime work shall be paid a minimum of 3 hours at one and one-half times the hourly rate, except when such overtime work commences less than 3 hours prior to the commencement of the employee's regularly assigned hours of duty, in which case the employee shall be compensated as working continuous with the regularly assigned hours of duty.
- (c) Employees will not be required to suspend work during assigned working hours to absorb overtime.

- (d) No claim for authorized overtime shall be valid unless such claim is presented to the officer in charge within twenty-four hours after completion of the work.
- (e) Employees will be told the hour on which to report for overtime work.

ARTICLE 22

GENERAL HOLIDAYS

22.1 An employee who qualifies in accordance with Article 22.2 or 22.3 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

Victoria Day

Discovery Day

Canada Day

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

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.

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

22.2 In order to qualify for pay for any one of the holidays specified in Article 22.1 an unassigned or spare employee

- (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 an employee who is required to work on the holiday;
- (b) must be available for duty on such holiday if it occurs on one of his work days excluding vacation days except that this does not apply in respect of an employee who is laid off or suffering from a bona fide injury, or who is hospitalized on the holiday, or who is in receipt of, or who subsequently qualified for, weekly sickness benefits because of illness on such holiday;

(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 an employee who is required to work on the holiday).

NOTE: Provided that an employee is available for work on the general holiday, absences from scheduled shifts or tours of duty because of bona fide injury, hospitalization, illness for which the employee qualifies 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).

22.3 A regularly assigned employee in order to qualify for pay in any one of the holidays specified in Article 22.1 must have been in the service of the Company and available for duty for at least 30 calendar days and must have performed compensated service in the pay period in which the holiday occurs. An employee who is not required to work on a general holiday shall be given an advance notice of four calendar days, except for unforeseen exigencies of the service in which case he will be notified not later than the completion of his shift or tour of duty immediately preceding the holiday that his notice is cancelled and his services will be required. An employee who is not notified that he is not required to work on the holiday and fails to report for work, will not be paid for the holiday.

- 22.4 A qualified employee whose vacation period coincides with any of the general holidays specified in Article 22.1 shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday.
- 22.5 (a) An assigned employee qualified under Article 22.3 and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate of his regular assignment.
- (b) An unassigned or spare employee qualified under Article 22.2 and who is not required to work on a general holiday shall be paid eight hours' pay at the straight time rate applicable to the position in which he worked his last tour of duty prior to the general holiday.
- 22.6 An employee who is required to work on a general holiday shall be paid, in addition to the pay provided in Article 22.5 at a rate equal to one and one-half times his regular rate of wages for the actual hours worked by him on that holiday with a minimum of 3 hours for which 3 hours' service may be required, but an employee called for a specific purpose shall not be required to perform routine work to make up such minimum time.

NOTE: It is understood that unassigned or spare employees who complete 15 days or a full tour of duty in a calendar month in which a general holiday occurs and do not work on the actual holiday will be compensated in accordance with Article 22.6 as if he had worked on the general holiday, provided such employee had worked 15 days or a full tour of duty during the preceding month.

22.7 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.

ARTICLE 23

ANNUAL VACATIONS

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

VACATION ENTITLEMENT TABLE

<u>Qualifications</u>		<u>Vacation Entitlement</u>			<u>Vacation Pay</u>	
Minimum Years Continuous Employment Relationship on Next Anniversary Date	Minimum Days Cumulative Compensated Service by Service Anniversary Date	Days Cumulative Compensated Service (or Major Portion Next position	Maximum Working Days Vacation	Percent of preceding years wages <u>or</u> rate of Thereof) in filled during vacation periods (whichever greater)		
Less than 4 yrs	-	25 days c.c.s.	10 days	4%		
4 "	1000 days	16 2/3 days c.c.s	15 "	6%		
10 "	2500 "	12 1/2 "	20 "	8%		
20 "	5000 "	10 "	25 "	10%		
28 "	7000 "	8 1/3 "	30 "	12%		

(Must meet both years and days qualification)

- 23.2 Any vacation granted in accordance with Article 23.1 for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.
- 23.3 At the 30-day vacation entitlement level the Company will have the option of:
- (i) Scheduling an employee for five weeks' vacation with the employee being paid for the sixth week at pro rata rates; or
 - (ii) Splitting the vacation on the basis of five weeks and one week.
- 23.4 A year's service is defined as 250 days of cumulative compensated service.
- 23.5 An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the Company officer in charge and will continue his vacation if within his scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be rescheduled as may be mutually agreed between the proper officer of the Company and the authorized Local Union representative.

- 23.6 An employee who, due to sickness or injury, is unable to take or complete his annual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year.
- 23.7 An employee who is entitled to vacation shall take same at the time scheduled. If, however, it becomes necessary for the Company to reschedule an employee's scheduled vacation dates, he shall be given at least 15 working days' advance notice of such rescheduling and will be paid at the rate of time and one-half his regular rate of wages for all work performed during the scheduled vacation period. The rescheduled vacation with pay to which he is entitled will be granted at a mutually agreed upon later date. This Article 23.7 does not apply where rescheduling is a result of an employee exercising his seniority to a position covered by another vacation schedule.
- 23.8 Provided an employee renders compensated working service in any calendar year, time off duty account bona fide illness, injury, authorized pregnancy leave, to attend committee meetings, called to court as a witness or for uncompensated jury duty, not exceeding a total of 100 days in any calendar year, shall be included in the computation of service in that year for vacation purposes.

- 23.9 Employees desiring an advance vacation payment must make application for same not later than 5 weeks prior to commencing their vacation. The advance vacation payment shall be 4% of the employee's previous year's earnings, less an appropriate amount (approximately 30%) to cover standard deductions.
- 23.10 Vacation days shall be exclusive of the assigned rest days.
- 23.11 Days worked on any position covered by a similar vacation agreement will be counted as Service for vacation purposes under this Agreement.
- 23.12 Vacation pay will be the greater of the appropriate percentage of the employee's wages in the preceding calendar year as per Article 23.1 or the rate of the position filled during such vacation period.
- 23.13 An employee terminating his employment for any reason at a time when an unused period of vacation with pay stands to his credit shall be allowed vacation pay calculated to the date of his leaving the service as provided for in Article 23.1.
- 23.14 An employee who is laid off shall be paid for any vacation due him 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 any vacation due him at the beginning of the following calendar year.

- 23.15 An employee who (1) leaves the service of his own accord (2) is dismissed for cause and not reinstated in his 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 23.1.
- 23.16 An employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve-month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.
- 23.17 Applications for annual vacations from employees shall be filed prior to February 1st each year.
- 23.18 Applications filed prior to February 1st, insofar as it is practicable to do so , will be allotted vacation during the summer season, in order of seniority of applicants, and unless otherwise authorized by the officer in charge 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.
- 23.19 Unless mutually agreed, 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.

23.20 Except as otherwise indicated, this Article 23 contemplates 8-hour working days. Where employees are assigned to work 12 hours daily, appropriate conversion will be made in calculating days cumulative compensated service and vacation entitlement.

ARTICLE 24

BEREAVEMENT LEAVE

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

ARTICLE 25

LEAVE OF ABSENCE AND FREE TRANSPORTATION

- 25.1 Employees elected as salaried representatives of the employees shall, upon request, be granted leave of absence without pay while so engaged.
- 25.2 Employees shall be granted free transportation, in accordance with pass regulations, and leave of absence without pay to attend General Meetings upon the request of the Local Chairman or the appropriate National Representative of the Union.
- 25.3 Employees elected or appointed to serve on committees for investigation, consideration and adjustment of grievances shall, upon request, be granted free transportation in accordance with pass regulations and necessary leave of absence without pay.
- 25.4 Employees shall, upon request, be granted free transportation in accordance with pass regulations and leave of absence without pay to attend Union meetings. Such leave of absence will be granted only when it will not interfere with the Company's business nor put the company to additional expense.
- 25.5 Employees, at the discretion of the Company, may be granted leave of absence without pay in accordance with Company regulations effective at the time. Applications for leave of absence should be made in writing to the proper officer

of the Company. 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.

25.6 Leave of absence under Article 25 shall not be granted for the purpose of engaging in work outside the Company service, except in cases involving sickness or compassionate reasons, or when made the subject of mutual agreement between the proper officer of the appropriate National Representative of the Union.

25.7 The name of an employee on authorized leave of absence shall be continued on the seniority list for the group in which he has established seniority rights.

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

ARTICLE 26

RATES & METHOD OF PAY

26.1 Employees will be paid by a direct deposit system to the employee's designated bank account.

- 26.2 (a) The monthly basic rates of pay and classifications shall be as follows:

<u>Classification</u>	<u>Monthly Rates of Pay</u>		
	<u>1 Jan.'95</u>	<u>1 Jan.'96</u>	<u>1 Jan.'97</u>
Bosun	\$2,806.36	\$2,806.36	\$2,834.42
Carpenter	2,806.36	2,806.36	2,834.42
Quartermaster	2,806.36	2,806.36	2,834.42
A.B. Deckhand	2,686.48	2,686.48	2,713.34
Ordinary Deckhand	2,631.95	2,631.95	2,658.27
Engineroom Storekeeper	2,915.24	2,915.24	2,944.39
Engineroom Asst.	2,686.48	2,686.48	2,713.34
Sr. Chief Cook	3,078.97	3,078.97	3,109.76
Chief Cook	2,969.91	2,969.91	2,999.61
Chf. Storekeeper	2,969.91	2,969.91	2,999.61
Storekeeper	2,806.36	2,806.36	2,834.42

<u>Classification</u>	<u>Monthly Rates of Pay</u>		
	<u>1 Jan. '95</u>	<u>1 Jan. '96</u>	<u>1 Jan. '97</u>
Sr. 2nd Cook	\$2,806.36	\$2,806.36	\$2,834.42
2nd Steward	2,806.36	2,806.36	2,834.42
2nd Cook	2,740.95	2,740.95	2,768.36
Deckhand-Cook	2,740.95	2,740.95	2,768.36
3rd Cook	2,686.48	2,686.48	2,713.34
Bar Steward	2,686.48	2,686.48	2,713.34
Newsstand Steward	2,686.48	2,686.48	2,713.34
Dairy Bar Steward	2,686.48	2,686.48	2,713.34
Asst. Storekeeper	2,686.48	2,686.48	2,713.34
Casino Steward	2,686.48	2,686.48	2,713.34
Cashier	2,686.48	2,686.48	2,713.34
Linen Steward	2,588.28	2,588.28	2,614.16
Asst. Bar Steward	2,588.28	2,588.28	2,614.16
Asst. Steward	2,577.50	2,577.50	2,603.28

Weekly Rate of Pay

Liferaft Maintainer \$ 677.10

- (b) An employee filling position under this agreement shall, for the first 36 weeks cumulative compensated service calculated from date of last entry into service in a position governed by a Marine Atlantic Vessel Agreement, be paid 12% less than the basic rate of the position occupied.
- (c) The hourly rate of pay shall be 1 over 174 of the monthly basic rate of pay or by dividing the weekly rate by 40. In both cases calculated to the nearest tenth.

- (d) Employees shall, on completion of their assignments for a full calendar month, receive 6 hours' pay at one and one-half times the hourly rate in addition to the monthly basic rate of pay.
- (e) Eight hours shall constitute a vacation day's pay.
- (f) Employees temporarily assigned for one day or more to higher rated positions shall receive the higher rate while occupying such positions, due regard being given to apprentice rates. Employees temporarily assigned to lower-rated positions shall not have their rates reduced.

ARTICLE 27

SHORT PAID

27.1 When an employee is short paid by \$132 or more for monthly-rated employees or \$66 or more for weekly-rated employees, a voucher will be issued within three working days (Accounting Department days) of an employee's request for payment to cover the shortage. The amount specified herein will be adjusted by subsequent general wage increases.

ARTICLE 28

ROUTINE WORK

- 28.1 (a) Except during planned work period all employees covered by this Agreement shall not be required to perform chipping of paint, painting or related work between 2000 and 0600 hours daily.
- (b) Engineroom Assistants shall perform such customary and necessary duties as may be assigned them by the Engineer on watch, including polishing of brass, sougeeing, washing, painting and cleaning of bright work.
- (c) When Deck employees off watch are required and called upon at the discretion of the Master or officer in charge, to assist in mooring and unmooring at any pier, wharf, or jetty, they shall do so.

ARTICLE 29

GENERAL

- 29.1 (a) Proper, clean, dry and ventilated sleeping quarters shall be provided, as far as possible.

- (b) The Company shall furnish each employee with clean white bed linen, soap and one face and one bath towel, and the employee must turn in his linen and towels to the proper officer for renewal each week.
- (c) Sweat-cloths and extra soap will be issued each week to the unlicensed engine room personnel.
- (d) Clean covering for mess tables shall be provided, and each employee shall be required to come to his meals in a clean condition.
- (e) Officers in each Department shall assign a member of his watch on duty to clean crews' quarters, shower rooms and toilets daily.
- (f) The crew shall be served with the same quality of food as the Officers.
- (g) A lunch will be made available to employees on night duty.
- (h) Mess kits of other than tin manufacture will be supplied.
- (i) Employees required by the Company to perform maintenance work during refit period will be kept on Articles and the standards of living accommodation will be maintained so far as it is practicable to do so.

- (j) It will be permissible for notices of interest to employees to be posted on notice boards on vessels. The notice board shall be supplied by the employees and shall be in keeping with the general furnishings.
- (k) When ships are off Articles and employees are required to work thereon and meals and accommodation are not provided on board or on another vessel, employees shall be provided with suitable meals and accommodation on shore.

ARTICLE 30

DIRTY WORK BONUS

30.1 Employees required to perform the following duties;

- (1) enter and clean boilers, fuel oil tanks, air tanks and double-bottom water tanks;
- (2) clean boiler tubes;
- (3) working below engineroom floor or boiler room plates to clean bilges and tank tops

shall be paid a bonus of \$1.75 per hour for actual time so occupied with a minimum payment of one hour, which shall cover all work performed within the hour.

ARTICLE 31

TERMINAL PORTS

- 31.1 For the purpose of this Agreement, it is understood that terminal ports will be St. John's, Terrenceville, Lewisporte, Corner Brook, North Sydney, Mulgrave, Port aux Basques and Argentia. Botwood will be considered a terminal port when a vessel is assigned to such port for ice breaking.
- 31.2 One or two terminal ports shall be designated for each vessel, and all positions on the vessel shall be declared vacant and rebulletined, if the vessel is transferred to operate between other terminal ports on a long-term basis.
- 31.3 If vessel positions are not rebulletined in accordance with Article 31.2, or pending rebulletining and reassignment, regularly assigned employees required to travel to or from ports other than those designated, for crew changeoffs, shall, in consideration of the out-of-pocket expenses incurred, be paid allowances calculated from or to the terminal port nearest their home as follows:

	<u>Arg.</u>	<u>Terr.</u>	<u>Lew.</u>	<u>Botw.</u>	<u>C.Brook</u>	<u>N.Syd.</u> <u>PAB</u>	<u>Mulgr</u>
St. John's	\$25	\$30	\$30	\$30	\$40	\$45	\$50
Argentia	-	\$30	\$30	\$30	\$40	\$45	\$50
Terrenceville		-	\$30	\$30	\$40	\$45	\$50
Lewisporte			-	-	\$30	\$40	\$45
Botwood					\$30	\$40	\$45
Corner Brook					-	\$25	\$30
PAB/N. Sydney						-	\$25
Mulgrave							-

NOTE: Employees assigned to vacancies in accordance with Article 13.10 (b) (i) or (ii), on a vessel which is transferred to operate between other terminal ports, during their tour of duty will be entitled to the allowance for their initial return home after the change.

ARTICLE 32

UNIFORMS AND CLOTHING

- 32.1 Employees shall be provided with the following, if they request same:
- (a) one blue denim battle dress each year for Carpenters, Bosuns and Engineerroom Storekeepers;

- (b) one uniform suit, uniform shirts (six on initial issue and thereafter three) and two uniform ties each year, and one uniform cap (a synthetic fur hat maybe substituted for uniform cap) every two years for Second Stewards and Quartermasters (upon request, an extra pair of pants may be substituted for uniform jacket or cap);
- (c) one uniform burberry coat or parka or floater jacket every two years for Quartermasters;
- (d) one parka or floater jacket every three years for Bosuns, Deckhands, Carpenters and Enginerom Storekeepers;
- (e) four pairs of coveralls every two years for deck personnel, five pairs every two years for enginerom personnel (one pair of insulated coveralls may be substituted for two pairs of regular coveralls every two years) and one pair every two years for stewards' department personnel who work at least nine months in the preceding calendar year and are required to chip, suegee, scrape or paint;
- (f) one parka or floater jacket every five years for enginerom personnel;
- (g) gloves and coveralls as protective clothing to employees engaged in the handling of creosoted poles, fishmeal and fertilizers and boiler suits as protective clothing to men engaged in cleaning boilers;

- (h) gloves for deck and engineroom personnel and suitable pants for cooks, when actually needed;
- (i) Deckhands to be issued at cost rubber boots and rubber coats;
- (j) three pairs of pants, three shirts, and a sweater each year for out-front stewarding classifications other than Assistant Chief Steward and Second Steward.

All items above that are provided free of charge to remain the property of the Company.

ARTICLE 33

JURY DUTY

- 33.1 An employee who is summoned for jury duty and is required to lose time from his assignment as a result thereof, shall be paid for actual time lost with a maximum of one basic day's pay at the straight time rate of his position for each day lost, less the amount allowed him for jury duty for each such day excluding allowances paid by the court for meals, lodging or transportation, subject to the following requirements and limitations:

- (a) An employee must furnish the Company with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (b) The number of working days for which jury duty pay shall be paid is limited to a maximum of 60 (8-hour) days, or 40 (12-hour) days in any calendar year.
- (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 34

ATTENDING COURT

34.1 Employees who lose time by reason of being required to attend court, 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 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 while away from his position will be allowed upon production of receipts. Any fee or mileage accruing shall be assigned to the Company.

ARTICLE 35HELD FOR INVESTIGATION OR COMPANY'S BUSINESS

- 35.1 Employees held for Company's investigations or Ministry of Transport investigations and no responsibility is attached to them in connection with the matter under investigation (i.e, not subject to discipline), or on Company's business, on instructions of the Company's General Manager, 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 upon production of receipts.

ARTICLE 36DISCIPLINE AND GRIEVANCE PROCEDURE

- 36.1 An employee, who has completed his probationary period, will not be disciplined or discharged without an investigation.
- 36.2 Investigations in connection with alleged irregularities will be held as quickly as possible. An employee may be held out of service for investigation (not exceeding three working days). He will be given at least one day's notice of the investigation in writing and notified of the charges against him. This shall

not be construed to mean that a proper officer of the Company, who may be on the ground when the cause for investigation occurs, shall be prevented from making an immediate investigation.

An employee may, if he so desires, have the assistance of one or two fellow employees, or accredited representatives of the Union, at the investigation. At the hearing, prior to commencement of the investigation, the employee will be provided with a copy of all the written evidence as well as any oral evidence which has been recorded and which has a bearing on his involvement. The employee being investigated shall be furnished with a copy of his own statement. The decision will be rendered within twenty-one 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.

- 36.3 If the decision is considered unjust, an appeal may be made in writing in accordance with the grievance procedure. Such appeal shall set forth the grounds upon which it is made. On request the appropriate National Representative of the Union shall be shown all evidence in the case.
- 36.4 Should an employee be exonerated he shall be paid at his regular rate of pay for any time lost (one day for each twenty-four hours), less any amount earned in other employment. If away from home he shall, on production of receipts, be reimbursed reasonable expenses for travelling to and from the investigation.

36.5 Should an employee believe he has been unjustly dealt with, or that any of the provisions of this agreement have not been complied with (which it is not possible to adjust with the Master), the procedure for adjustment shall be as follows:

Step 1 Within 40 calendar days from cause of grievance the employee and/or Local Chairman may present the grievance in writing to the appropriate General Manager. A decision will be rendered within 28 calendar days.

Step 2 Within 28 calendar days of receiving decision under Step 1, the appropriate National Representative of the Union may appeal in writing to the Vice President Human Resources. A decision will be rendered within 60 calendar days of receiving appeal.
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.

36.6 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 submitted at Step 1.

- 36.7 (a) Where a grievance other than one based on a claim for unpaid wages is not progressed by the Union within the prescribed time limits the grievance will be considered to have been dropped. Where a decision with respect to such a grievance is not rendered by the appropriate officer of the Company within the prescribed time limits the grievance will be processed to the next step in the grievance procedure.
- (b) When a written grievance based on a claim for unpaid wages is not progressed by the Union within the prescribed time limits, it shall be considered as dropped. When the appropriate officer of the Company fails to render a decision with respect to such a claim for unpaid wages within the prescribed time limits, the claim will be paid. The application of this rule shall not constitute an interpretation of the collective agreement.
- 36.8 The time limits as provided under this Article may be extended by mutual agreement.

ARTICLE 37

FINAL SETTLEMENT OF DISPUTES

- 37.1 Failing settlement in accordance with the last step of Article 36 the dispute may be referred by either party to a single arbitrator for final and binding settlement without stoppage of work.

- 37.2 The request for arbitration must be made in writing by either party to the other within 45 calendar days from the date decision was rendered by the Company in the last step of the Grievance Procedure. If request is not so made the matter will be considered to have been satisfactorily settled and shall not be processed to arbitration.
- 37.3 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 his selection shall be final.
- 37.4 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.
- 37.5 Disputes arising out of proposed changes in rates of pay, rules or working conditions, modifications in or additions to the scope of the Agreement, are specifically excluded from the jurisdiction of the arbitrator, and he shall have no power to add to, or subtract from or modify any of the terms of the Agreement.

- 37.6 The arbitrator shall render his decision, in writing together with his written reasons therefore, to the parties concerned within 30 calendar days following the conclusion of the hearing.
- 37.7 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.
- 37.8 The time limits as provided herein may be extended by mutual agreement.

ARTICLE 38

HEALTH AND WELFARE

- 38.1 The provisions of the following group policies, as amended, will apply to employees covered by this agreement:

<u>Benefit</u>	<u>Carrier</u>	<u>Policy Number</u>
Weekly Indemnity Benefit	Sun Life of Canada	50501
Basic Life Insurance	Sun Life of Canada	50501
Paid Maternity Leave	Sun Life of Canada	50501
Accidental Death & Dismemberment	Mutual of Omaha	61818-86
Extended and Supplementary Health Insurance	Blue Cross of Atlantic Canada	10169
Dental Care Insurance	Blue Cross of Atlantic Canada	10169

ARTICLE 39

LIFE INSURANCE UPON RETIREMENT

- 39.1 An employee who retires from the service of the Company subsequent to 1 January 1993 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 \$5,000 life insurance policy, fully paid up by the Company.

ARTICLE 40

MARINE DISASTER

- 40.1 Any employee who, while in the employ of the Company, suffers loss of clothing and/or personal effects actually incurred through marine disaster or shipwreck, shall be compensated by the payment of an amount up to \$1,700 on production of a notarized affidavit detailing the items lost.

ARTICLE 41

SICK BENEFIT

- 41.1 Any employee, who in any port outside of Canada, has to be signed off a vessel owing to an illness, except venereal disease and alcoholism or owing to injury for which compensation is

payable, except for the period during which the injury comes under the benefits of the compensation laws of Canada, shall, in addition to medical care and maintenance to which he is entitled under the Canada Shipping Act, also be entitled to two thirds of his basic pay until he is declared medically fit for duty and offered employment in a rank similar to that which he held when becoming sick or has been repatriated to a proper return port, whichever first happens, provided that in any event such sick pay shall not continue after twelve weeks from the date the employee was signed off Articles. Only such operations as in the opinion of competent medical authority are immediately necessary shall be performed away from Canada. Where an employee has an allotment payable to a dependent as defined under the Canada Shipping Act, the Company undertakes to continue such allotment up to the amount of the sick pay due the employee under the conditions stated above.

ARTICLE 42

INJURED ON DUTY

- 42.1 An employee prevented from completing a shift due to a bona fide injury sustained while on duty will be paid for his full shift at straight time rates of pay, unless the employee receives Worker's Compensation benefits for the day of the injury in which case the employee will be paid the difference between such compensation and payment for his full shift.

ARTICLE 43

USE OF PRIVATE AUTOMOBILE

- 43.1 Where an automobile mileage allowance is paid, effective 1 July 1992 such allowance shall be thirty cents per kilometer.

ARTICLE 44

INCOME SECURITY AGREEMENT

- 44.1 The provision of the Marine Atlantic "Income Security Agreement" will apply to employees covered by this Agreement.
- 44.2 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 additional staff for summer traffic in the respective service, and
 - (b) the seasonal working period is defined as:
 - (i) 1 June to 15 September each year
 - (c) These provisions do not apply to employees who entered service prior to 1 January 1970.

ARTICLE 45

INTERPRETATIONS

45.1 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 Industrial Relations Department.

Interpretations when agreed upon will be issued by the Industrial Relations Department and signed by the signatories to this Agreement and shall be incorporated as an addendum to this Agreement.

TERMINATION OF AGREEMENT

This Agreement shall remain in effect until 31 December 1997, and thereafter subject to three 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 30 September 1997.

Signed at Moncton, N.B., this 6th day of June 1997.

For Marine Atlantic Inc.

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

For: A.G. Harbidge

Garry T. Murray

Vice President

National Representative

Human Resources

MISCELLANEOUS
LETTERS OF UNDERSTANDING
AND
MEMORANDA OF AGREEMENT

13 August 1985

Mr. W. C. Vance
Regional Vice President
CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, N.B.
E1C 6L9

Dear Mr. Vance:

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

- (1) when technical or managerial skills are not available from within the Company; or
- (2) where sufficient employees, qualified to perform the work, are not available from the active or laid off employees; or
- (3) when essential equipment or facilities are not available and cannot be made available from Company-owned property at the time and place required; or
- (4) where the nature or volume of work is such that it does not justify the capital or operating expenditure involved; or

- (5) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or
- (6) where the nature or volume of the work is such that undesirable fluctuations in employment would automatically result.

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

It is further agreed that at a mutually convenient time at the beginning of each year and, in any event, no later than 31 January of each year, representatives of the Union will meet with the designated officers to discuss the Company's plans with respect to contracting out of work for that year. In the event Union representatives are unavailable for such meetings, such unavailability will not delay implementation of Company plans with respect to contracting out of work for that year.

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

Such advice will contain a description of the work to be contracted out; the anticipated duration; the reasons for contracting out and, if possible, the date the contract is to commence. If the Regional Vice-President 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 Regional Vice-President 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 Union contends that the Company has contracted out work contrary to the foregoing, the Union may progress a grievance by using the grievance procedure which would apply if this were a grievance under the collective agreement. Such grievance shall commence at the Regional Vice-President 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 non-compliance.

Yours truly,

(original signed by)

G. J. James
Director Human Resources

12 July 1990
File: 8300-A-89
8300-B-89

Mr. G. T. Murray
Regional Vice-President
CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, NB
E1C 6L9

Dear Mr. Murray:

This has reference to our discussions concerning the Marine School Assistance Plan which will operate as follows:

An employee who is granted leave of absence without pay to attend Marine Navigation or Engineering School, to obtain certificates of competence which will fit them for promotion within our service, and whose application for assistance under the Marine School Assistance Plan is approved, shall be granted a training allowance equal to 85% of the employee's regular basic weekly or monthly rate. The allowance will be payable while attending school for the approved term so long as the employee would not have been subject to lay-off or other interruption of earnings in his regular occupation.

The total period for which training allowance may be paid will vary, depending on the type of certificate sought, up to a maximum of 52 weeks for ONI, ONII, 1st Engineer and 2nd Engineer Certificate, and 26 weeks for 3rd Engineer, 4th Engineer and WKM certificates. Approval of an employee's application for assistance for second and subsequent school terms (within the 26 or 52-week period), however, shall be conditional on his having progressed satisfactorily during the preceding term.

The number of employees receiving assistance, in any certificate group, may be limited according to the Company's discretion.

The Company shall also assume tuition fee costs for those employees granted assistance under this plan.

As heretofore, an officer will be required to agree to remain in the employ of the Company in vessel service for a period of three years following completion of the desired course. Failing to do so he will be required to remit to the Company any money paid by the Company under this assistance plan. This amount will be reduced by 1/36th for each completed month of service following completion of the course.

In approving applications for assistance under this plan the Company shall give recognition to the employee's seniority under the appropriate agreement, but shall retain the right to reject applicants it identifies as lacking the ability or qualifications required to obtain the certificate in a reasonable period of time, and other applicants for cause related to work performance or record. In the event of dispute as to the rejection of a senior applicant, I shall remain available to review

the circumstances of the particular case personally with you upon request but it shall not otherwise be subject to appeal.

Employees who receive training in accordance with this letter must protect all vacancies, that the training qualified the employee to perform, during the three-year period following the completion of the course.

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

Yours truly,

(original signed by)

N. B. Price
Director Human Resources

ACKNOWLEDGED:

(original signed by)

G. T. Murray
Regional Vice-President
CBRT & GW

25 May 1987

Mr. J. George Boudreau
Regional Vice-President
CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, NB
E1C 6L9

Dear Mr. Boudreau:

This relates to discussions during recent contract negotiations with respect to concerns with regard to good communication and the recognition of the role of local chairman.

Firstly, I would give you every assurance that we desire and are fully supportive of good communications on every level. Considerable effort is made to keep employees informed of what is happening, both currently and within the foreseeable future. There are, of course, always those few exceptions which require managerial discretion for good business reasons.

We encourage supervisors and employees alike to accord due respect to fellow employees, union representatives and officers of the Company. Specifically, we recognize the Brotherhood as the legal bargaining agent of the employees you represent and will always attempt to maintain both the spirit and intent of any contractual agreements between us. Where these efforts fail, as they occasionally do, we respect the appeal procedure in our contracts and deal accordingly with your designated representatives.

With regard to access to information, we realize there will be occasions when certain information will be required as it relates to employee grievances and like matters which you must deal with. Again, it is not new that our policy is to cooperate in every reasonable effort to supply necessary information in a prompt, honest and forthright manner. It is desirable to be as specific as possible in order to avoid undue administrative burden.

I trust that these remarks will serve to reassure you of our genuine concern for good labour relations and our commitment to make every effort towards that end.

Sincerely,

(original signed by)

G. J. James
Director Human Resources

100 Cameron Street
Moncton, N.B.
E1C 5Y6
14 August 1992
File: 8300-B

Mr. G. T. Murray
Regional Vice-President
CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, NB
E1C 6L9

Dear Mr. Murray:

During the course of negotiations it was agreed that the following would apply with respect to banking of time worked on general holidays:

1. Employees in December of each year, may elect for the following year to receive additional time off in lieu of pay for time worked on general holidays.
2. Such time off shall be calculated as one and one-half the hours worked, less any hours which may be applied to produce regular pay under modified work week systems.
3. Such time off shall be taken as locally arranged and only when an employee can be released or a suitable replacement is available. In Newfoundland services it is not the intention that days be taken in such a manner that would cause unreasonably short periods of relief.

4. All accumulated "banked" time must be cleared prior to the end of the calendar year following the year in which the time was "banked".

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

Yours truly,

ACKNOWLEDGED:

(original signed by)

(original signed by)

N. B. Price
Director Personnel &
Industrial Relations

G. T. Murray
Regional Vice-President

Canadian National Railways

Atlantic Region

D. W. Blair

Vice-President

Moncton, NB

22 November 1974

Mr. L. K. Abbott
Regional Vice-President
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, NB

Dear Mr. Abbott:

In the course of our negotiations on the Article IX issues, the Company indicated that it could no longer regard it as practicable to restrict fire, lifeboat and other emergency drills to the hours specified within the various agreements, and that it would be instructing Masters to hold a number (say, 1 out of 4 or 5) at night and on weekends.

While action on this item has been deferred pending conclusion of our negotiations, it remains our intention to implement night and weekend drills in this manner.

Yours very truly,

(original signed by)

G. J. James

For: D. W. Blair
Vice-President

Marine Atlantic

100 Cameron Street

Moncton, N.B.

E1C 5Y6

14 August 1992

File: 8300-B

Mr. G. T. Murray
Regional Vice-President
CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, N.B.
E1C 6L9

Dear Mr. Murray:

It is agreed that the following provisions will continue:

1. Employees who elect to undertake training on Company time offered on a voluntary basis shall be committed to apply for and/or to accept the employment for which trained so long as the rate offering is not inferior to their own or when other junior assigned employees are not available.

2. The Company shall have the right to specify successful completion of particular Company training as an essential qualification for certain positions, where such specification is reasonable. Such qualification, however, shall apply only where an opportunity to undertake such training has been previously afforded to the employee group, or arrangements are made to offer such training to the senior applicants otherwise qualified for such positions.

3. Applicants for training on Company time, which is offered on a voluntary basis, shall be accepted in order of seniority within the group to which the training is directed, providing they possess the basic qualifications which may reasonably be required.
4. Employees in Newfoundland Service undertaking training on a voluntary basis or which is required by regulation in order to maintain certification, other than training which may be accomplished while occupying their regular assignment, may be required to revert to 8-hours-per-day, 5-days-per-week scheduling. Employees, however, shall be allowed payment based on their regular 180 hours per month for each month in which they undergo such training, so long as their seniority status and availability would permit continued employment. Hours in class plus hours travelling at the commencement and end of course will be credited against the 180 hours to produce "bank" or "hole" days in the usual fashion.
5. The principle of Item 4 may also apply to employees accepting special assignment (e.g., tours of duty at shipyards for familiarization with new vessels or maintenance procedures, etc.), where the employee's normal work scheduling is inappropriate.

If you are in agreement, will you please so indicate by signing and returning the attached copies of this letter to me.

Yours very truly,

(original signed by)

N. B. Price
Director Personnel &
Industrial Relations

ACKNOWLEDGED:

(original signed by)

G. T. Murray

Regional Vice-President
CBRT & GW

12 July 1990
File: 8300-A-89
8300-B-89

Mr. G. T. Murray
Regional Vice-President, CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, N.B.
E1C 6L9

Dear Mr. Murray:

This will confirm our understanding during recent negotiations concerning the matter of service to the travelling public in both official languages.

The parties acknowledge that in order to provide good customer service it is necessary from this point of view to provide that such service be available in both official languages. Therefore, the parties agree to establish a Joint Official Languages Committee consisting of five representatives from each party for the purposes of reviewing how best to meet future needs and ways to provide this service.

It is understood that this committee is being established for the purpose of developing open consultation and communication and hopefully make valuable contribution in the form of recommendations to the Company's decision-making process. The committee will meet as required within 30 days on request of one party to the other.

This understanding may be cancelled by either party on 60 days' notice to the other.

Please acknowledge your acceptance of the above by signing the attached copy of this letter and returning it to me.

Yours truly,

(original signed by)

N. B. Price
Director Human Resources

Acknowledged:

(original signed by)

G. T. Murray
Regional Vice-President
CBRT & GW

85

12 July 1990
File: 8300-B-89

Mr. G. T. Murray
Regional Vice-President
CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, NB
E1C 6L9

Dear Mr. Murray:

This will confirm our discussion during recent negotiations concerning the classification of A.B. Seaman.

Any seaman who is not already protected at the "AB's" rate is eligible for such rate if the employee is in possession of a valid A.B. certification.

Yours truly,

(original signed by)

N. B. Price
Director Human Resources

25 February 1991
File: 8300-B

Mr. G. T. Murray
Regional Vice-President, CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, NB E1C 6L9

Dear Mr. Murray:

As discussed, the Company is making efforts to enhance the appearance and make the clothing issue to employees more functional. Along these lines, during the past summer, seamen in Newfoundland were issued pants and shirts with the Company logo.

As these were generally well received and the consensus is that they improved the overall appearance to our publics, we would like to formalize the issue in our other services.

The initial issue of this type of clothing to seamen would be 2 pants, 2 shirts (one short and one long sleeve) and a windbreaker jacket. Subsequent annual issue will be one pant and one shirt (employee's choice of long or short sleeves). A windbreaker will be issued every two years. Of course, Company logo will be on the shirts and jackets.

In order to maintain costs at a reasonable level, as discussed with you, we propose to reduce the current issue of coveralls to seamen to four pairs every two years from the present five pairs as provided in the

collective agreement. The appropriate amendment to the agreement to reflect the revised issue could be made during the current rewrite.

Please indicate your concurrence by signing and returning one copy of this letter to me.

Yours truly,

(original signed by)

N. B. Price
Director Personnel
& Industrial Relations

ACKNOWLEDGEMENT

I agree: (orig. signed by)

G. T. Murray
Regional VP, CBRT & GW

100 Cameron St.
Moncton, N.B.
14 August 1992
File: 8300-B

Mr. G. T. Murray
Regional Vice-President
CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, N.B.
E1C 6L9

Dear Mr. Murray:

This will confirm that the practice will continue whereby the vessel operating between Goose Bay and Nain on a 7-day cycle shall be bulletined with St. John's and Lewisporte as terminal ports.

Crew changes will be accomplished at Goose Bay each 21 days, and the employees will be transported by air from St. John's to Goose Bay and Goose Bay to St. John's for this purpose. Company responsibility for travel arrangements will commence and end at the St. John's airport.

Yours very truly,

(original signed by)

N. B. Price
Director Personnel & Industrial Relations

Marine Atlantic
100 Cameron St.
Moncton, N.B.
14 August 1992
File: 8300-B

Mr. G. T. Murray
Regional Vice-President
CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, N.B.
E1C 6L9

Dear Mr. Murray:

It is agreed the following practices with respect to the averaging system in our Newfoundland Service will continue:

1. No deduction shall be applied against an employee at the end of the averaging period, in respect of "days in hole" which arose solely from the Company's withholding the employee from service for the purpose of adjusting rest days.
2. An employee who is released from duty for a general holiday shall be placed "in the hole" for four hours to provide the regular twelve hours' pay.
3. An employee whose vacation entitlement does not permit a full twelve-hours payment for the final day of his vacation period shall be placed "in the hole" for such hours as may be necessary to provide the regular twelve-hour payment.

4. The principle that employees should be released for "bank" days and afforded opportunity for working off days "in the hole", insofar as practicable, is acknowledged. It is also agreed that the liquidation of "bank" and "hole" days should be accomplished as quickly as practicable.
5. In order to avoid deduction for days "in the hole" which may not be cleared by the end of the averaging period, an employee whose vacation entitlement permits will be marked for vacation (in addition to days worked) for such number of days as will produce sufficient days "in the bank" to offset the days "in the hole".
6. The payment of vacation in this manner shall not be regarded as a rescheduling of vacation by the Company and shall not therefore invoke the time and one-half penalty provided for under vacation rules for work performed during the originally scheduled vacation period.

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

Yours truly,

ACKNOWLEDGED:

(original signed by)

(original signed by)

N. B. Price
Director Personnel &
Industrial Relations

G. T. Murray
Regional Vice Pres.
CBRT & GW

12 July 1990
File: 8300-A-89
8300-B-89

Mr. G. T. Murray
Regional Vice-President
CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, N.B.
E1C 6L9

Dear Mr. Murray:

This will confirm our discussions during recent negotiations regarding the Brotherhood's concern with respect to the future of the CN bus service in Newfoundland.

In the event that CN should no longer operate a bus service in Newfoundland the Company will provide to employees who presently hold passes, transportation to and from work on any replacement bus service.

Yours truly,

(original signed by)

N. B. Price
Director Human Resources
Applicable to Newfoundland Service only

Moncton, N.B.
14 August 1992
File: 8300-B

Mr. G. T. Murray
Regional Vice-President
CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, N.B.
E1C 6L9

Dear Mr. Murray:

It is agreed the following practices will continue with respect to Unlicensed Personnel in our Newfoundland Service:

- (a) Mooring and unmooring will be simply "work" subject to normal overtime rules. An off-duty employee called to moor (or unmoor) and nothing else will receive one hour rather than forty minutes if held on duty one hour or less.
- (b) An employee called for mooring or unmooring may be required to do any other additional work which might reasonably be required at that time, without additional payment (unless total time on duty exceeds the one hour).

- (c) The Company will not resort to a "make-work" approach to gain a full hour's work for each call, nor utilize employees on minimum overtime call to perform work which might practicably be handled by on-watch personnel.
- (d) As heretofore in respect to "work" associated with docking and undocking, mooring and unmooring (other than shifting ship during normal port time) will be one hour rather than three hours, following the principle that the three-hour minimum call is essentially a penalty for intruding into an employee's free port time.
- (e) Mooring and unmooring, as with any other work, may be performed on a continuous with basis without incurring the one-hour minimum.

Will you please indicate your concurrence by signing and returning the attached copies of this letter.

Yours truly,

(original signed by)

N. B. Price
Director Personnel & Industrial Relations

Acknowledged:

(original signed by)

G. T. Murray
Reg. Vice President
CBRT & GW

12 July 1990
File: 8300-B-89

Mr. G. T. Murray
Regional Vice-President
CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, N.B.
E1C 6L9

Dear Mr. Murray:

This will confirm our discussions during recent contract negotiations concerning the question of "seasonality", for purposes of the Income Security Agreement.

In respect to our Newfoundland Service, it is agreed that the Memorandum of Agreement, which defines seasonal employees and the seasonal working period, shall be applied in the following manner for Unlicensed Personnel, Pursers, and Chief Stewards.

1. The number of positions established each year to work in the seniority groups for Unlicensed, Pursers and Chief Stewards in the Newfoundland Gulf Service, to provide additional staff for summer traffic shall be determined. The precise dates on which the positions are established will not be regarded as critical.

2. The equivalent number of junior vessel employees (in terms of date last entered vessel service i.e., best seniority date) will be identified and regarded as seasonal employees.
3. The seasonal working period specified in the Memorandum of Agreement, shall be regarded as applying solely for seasonal employees, to determine the period, if any, in which benefits are payable to such employees.
4. In order to qualify for benefit, employees shall be required to exhaust all seniority rights, which they may hold in any group, in any vessel agreement in the Newfoundland Service.

This method of applying the 13 August 1985 Memorandum may be cancelled by either party, within ninety (90) calendar days' notice.

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

Yours truly,

(original signed by)

N. B. Price
Director Human Resources

ACKNOWLEDGED:

(original signed by)

G. T. Murray
Reg. Vice-President

100 Cameron St.
Moncton, N.B.
30 March 1983

Mr. W. C. Vance
Regional Vice-President CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, N.B.
E1C 6L9

Dear Mr. Vance:

This will confirm our discussions concerning the payment of travel time that may be involved for employees in Newfoundland services taking training.

It was agreed that the following conditions would apply:

1. If travel incurred is not additional to that which the employee would normally incur - given his assignment or spare status - no travelling time will be allowed.
2. When travel time is allowed time reasonably spent travelling from and to their home or terminal port will be compensated at the employee's regular hourly rate of pay subject to a maximum of 12 hours per day (combined travel and work).
3. Such time will be credited against the monthly 180 hours in the usual fashion.

Please acknowledge your agreement to the above by signing the attached copies of this letter and returning them to me.

Yours truly,

ACKNOWLEDGED:

(original signed by)

(original signed by)

G. J. James
Director Industrial Relations

W. C. Vance
R e g i o n a l
Vice-President
CBRT & GW

100 Cameron St.
Moncton, N.B.
3 October 1983

Mr. W. C. Vance
Regional Vice-President CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, N.B.
E1C 6L9

Dear Mr. Vance:

This will confirm your discussion with Mr. Price concerning the application of the Bereavement Leave provisions of the collective agreements in Newfoundland services.

As discussed, Bereavement Leave is to be taken at the time the cause for bereavement occurs, or in the case of an employee who is on rest days when the cause for bereavement occurs, it will be taken the first days he is normally scheduled to work.

It was agreed that an exception to the above would apply in the case of employees assigned to the vessel operating between Goose Bay and Nain on a 7-day cycle. In view of the length of the voyage and the travelling involved to make crew changes, such employees will have the option of banking any bereavement entitlement to be taken in accordance with the general principles concerning the liquidation of "bank" days.

Please acknowledge your acceptance of the above by signing the attached copy of this letter and returning it to me.

Yours truly,

ACKNOWLEDGED:

(original signed by)

(original signed by)

G. J. James
Director Industrial Relations

W. C. Vance
Regional
Vice-President
CBRT & GW

100 Cameron St.
Moncton, N.B.
E1C 5Y6
14 August 1992
File: 8300-B

Mr. G. T. Murray
Regional Vice-President CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, N.B.
E1C 6L9

Dear Mr. Vance:

It is agreed that the following principles will continue to govern spare work in our Newfoundland Service:

Normally, when advance knowledge permits, the selection of spare employees shall be made three calendar days prior to the commencement of the vacancy. When less than the three days' notice is available, selection will be made as soon as possible.

It is the intent that the spare employees identified at selection time as qualified and available to fill the vacancy on the date required shall be called in seniority order, except that where classification, duration or terminal port is not affected, the Company nevertheless shall have the right to direct spare employees to the vessels on which they were last employed where this is judged appropriate to the promotion of crew stability.

Also, unless the spare list has been exhausted, or the occasion affords an opportunity to liquidate "hole" days, a spare employee who has concluded 15 days' work will not be called for additional work in the month, except that a spare employee who has established a "B" tour pattern of work may request change to "A" effective the first of any following month.

Except as provided in Article 13.10(j) no displacement right is contemplated for spare employees, except that when, on the regular selection date preceding general crew change, full work is not offering for senior qualified employees, they shall be assigned to replace the junior employees on vacancies previously awarded under Article 13.10 (b) (ii). Otherwise it is the intent that the spare employee assigned shall occupy the vacancy for the balance of its term.

Please indicate your agreement to the above by acknowledging the attached copies of this letter and returning them to me.

Yours truly,

(original signed by)

N. B. Price
Director Personnel &
Industrial Relations

ACKNOWLEDGED:

(original signed by)

G. T. Murray
Regional
Vice-President
CBRT & GW

100 Cameron Street
Moncton, N.B.
E1C 5Y6
14 August 1992

File: 8300-B

Mr. G. T. Murray
Regional Vice-President
CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, N.B.
E1C 6L9

Dear Mr. Murray:

It is agreed that the following practices will continue with respect to the crew calling system for vessel employees in Newfoundland Services:

1. Employees who elect to protect spare work in accordance with Article 14.1 may elect to protect such work in either Gulf, Coast or both.
2. When group reductions occur the displacement exercise will be coordinated by the crew office and the affected employees will be contacted in seniority order to determine how they wish to exercise their seniority. In the case of individual displacements the onus will be on the employee to make his intentions known in accordance with Article 14.8.

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

Yours very truly,

ACKNOWLEDGED:

(original signed by)

(original signed by)

N. B. Price
Director Personnel
& Industrial Relations

G. T. Murray
Regional
Vice-President
CBRT & GW

CN Marine
100 Cameron Street
Moncton, N.B.
E1C 5Y6
18 May 1984

Mr. W. C. Vance
Regional Vice-President
CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, N.B.
E1C 6L9

Dear Mr. Vance:

It is agreed that the following will apply regarding vacations:

1. Employees who do not apply for vacation prior to the date prescribed in the Agreement will nevertheless be advised in advance of vacations being granted.
2. Employees' vacation periods will be expressed in hours, as well as days, in order to avoid confusion concerning the actual vacation period due.

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

Yours truly,
(original signed by)

ACKNOWLEDGED:
(original signed by)

G. J. James
Director Industrial Relations

W.C. Vance
Regional Vice-President

Marine Atlantic
100 Cameron Street
Moncton, N.B.
E1C 5Y6
14 August 1992
File: 8300-B

Mr. G. T. Murray
Regional Vice-President
CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, N.B.
E1C 6L9

Dear Mr. Murray:

1. In Newfoundland Service when employees report to join a vessel and the vessel is late, such employees will be provided with meals and lodging or reasonable expenses for same upon production of receipts, if:
 - (a) it is reasonable that the employee should arrive the night before the date required for duty
 - and
 - (b) there was good reason to expect the vessel would be there for his accommodation

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and

(c) it is necessary to incur the expenses.

2. Regarding transportation of employees in Newfoundland, this will confirm that at the present time, there is a bus leaving Port aux Basques at 2400 hours, weather permitting, on day of crew change.

Yours truly,

(original signed by)

N. B. Price
Director Personnel & Industrial Relations

108

100 Cameron St.
Moncton, N.B.
14 August 1992
File: 8300-B

Mr. G. T. Murray
Regional Vice-President
CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, NB
E1C 6L9

Dear Mr. Murray:

Reference your concern with respect to employees arriving at terminal ports and the vessel being unavailable for boarding due to being taken out of service or delayed.

We gave you our assurance that the Company will undertake where an employee has been advised to join a vessel and the vessel is delayed, to give notification to the employee prior to his leaving home whenever possible.

Yours truly,

(original signed by)

N. B. Price
Director Personnel & Industrial Relations

14 August 1992
File: 8300-B

Mr. G. T. Murray
Regional Vice-President
CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, N.B.
E1C 6L9

Dear Mr. Murray:

It is agreed that Article 13.10 (b) (i) of Agreement "B" will be applied as follows:

1. "Promotion Lists" will be established for employees who indicate readiness to accept promotions to temporary assignments within their seniority group, and a copy of such lists will be provided the Local Chairman of the Union.
2. Employees who wish to have their names added to the "Promotion Lists" must register with the crew assignment office in January and indicate whether they wish to protect assignments in Gulf, Coast or both and the classifications they wish to protect.
3. Employees who decline to accept promotion in accordance with Article 13.10 (b) (i) shall be removed from the "Promotion List" and the Local Chairman will be advised of deletions monthly. Such employees can be reinstated on the "Promotion List" in accordance with Item 2 above.

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

Yours truly,

ACKNOWLEDGED:

(original signed by)

(original signed by)

N. B. Price
Director Personnel &
Industrial Relations

G. T. Murray
Reg. Vice-President
CBRT & GW

111

100 Cameron St.
Moncton, N.B.
14 August 1992
File: 8300-B

Mr. G. T. Murray
Regional Vice President
CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, NB
E1C 6L9

Dear Mr. Murray:

Reference your concern over the method in which spare and laid off employees are being assigned to vacancies in accordance with Article 13.10 (h) (i).

This will confirm that in future when calling to fill such vacancies, whenever possible senior employees will be given the opportunity to select the vacancy of their choice which their qualifications entitle them to hold.

Yours truly,

(original signed by)

N. B. Price
Director Personnel &
Industrial Relations

13 August 1985
File: IR 8305-25

Mr. W. C. Vance
Regional Vice-President
CBRT & GW
Room 314
Moncton Union Centre
96 Norwood Avenue
Moncton, NB
E1C 6L9

Dear Mr. Vance:

This will confirm our discussions during recent contract negotiations concerning coveralls for Stewards' Department employees when assigned to operate life boats.

It was agreed that coveralls would be carried on each vessel in sufficient quantity to supply the needs of those stewards when actually involved in the operation of life boats during drills and emergencies.

Yours truly,

(originally signed by)

G. J. James
Director Human Resources

ACKNOWLEDGED:

(original signed by)

W.C. Vance
Reg. Vice-President

110

29 May 1992
File: 8300-B

Mr. G. T. Murray
Regional Vice-President
CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, NB
E1C 6L9

Dear Mr. Murray:

This will confirm our discussions during recent contract negotiations in regard to Assistant Stewards in our Newfoundland Service selecting the day or night shift on the basis of seniority.

As discussed, where practical, due consideration will be given to seniority when making such assignments.

Yours truly,

(original signed by)

N. B. Price
Director Personnel & Industrial Relations

111

29 May 1992
File: 8300-B

Mr. G. T. Murray
Regional Vice-President
CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, NB
E1C 6L9

Dear Mr. Murray:

This will confirm our discussions during recent contract negotiations in regard to the hours of work for Engineerroom Assistants in our Newfoundland Service on day work.

As discussed, this will confirm that Engineerroom Assistants assigned to day work will be assigned similar hours of work to day working engineer officers with whom they are working on a particular vessel.

Yours truly,

(original signed by)

N. B. Price
Director Personnel & Industrial Relations

112

29 May 1992
File: 8300-B

Mr. G. T. Murray
Regional Vice-President
CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, NB
E1C 6L9

Dear Mr. Murray:

This refers to our discussions during recent negotiations in regard to the Union's concern with respect to the meal serving process for officers in the Nfld. Service

This will confirm that should any changes in this process result in a permanent reduction of staff the Company will make this matter the subject of a notice in accordance with Article 5 of the Income Security Agreement.

Yours truly,

(original signed by)

N. B. Price
Director Personnel & Industrial Relations

14 August 1992
File: IR 8300-B

Mr. G. T. Murray
Regional Vice-President
CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, NB
E1C 6L9

Dear Mr. Murray:

This will confirm our discussions concerning transfers in cases of vessel replacement for refit or emergencies.

With respect to Agreement "B", it was agreed, notwithstanding the provisions of Article 13, employees may be transferred temporarily in their classification to a replacement vessel in cases of refit or emergencies for two tours duration or less, and the provisions of Article 15.1 will apply. Such employees will be returned to their regular vessel when it is returned to service, except where duration exceeds two tours, in which case positions will be rebulletined as soon as possible.

Employees who do not wish to transfer to a replacement vessel may, upon removal of their vessel from service, elect to forfeit their positions and exercise their seniority in accordance with the provisions of Article 14.1.

Please acknowledge your acceptance of the above by signing the attached copy of this letter and returning it to me.

Yours truly,

(original signed by)

N. B. Price
Director Personnel &
Industrial Relations

ACKNOWLEDGED:

(original signed by)

G. T. Murray
Regional Vice Pres.
CBRT & GW

29 May 1992

File: 8300-B

Mr. G. T. Murray
Regional Vice-President
CBRT & GW
Room 314, Moncton Union Centre
96 Norwood Avenue
Moncton, NB
E1C 6L9

Dear Mr. Murray:

This has reference to our discussions during recent contract negotiations concerning the company's policy on Security - Property Ownership Verification.

This will confirm it is not the intention the policy will be applied in an unreasonable or arbitrary manner.

Yours truly,

(original signed by)

N. B. Price
Director Personnel & Industrial Relations

January 24, 1996
Files: 8300-A; 8300-B

Mr. G. T. Murray
National Representative
CAW, Room 314
Moncton Union Centre
96 Norwood Avenue
Moncton, NB
E1C 6L9

Dear Mr. Murray:

This has reference to our discussions during recent contract negotiations in regard to union dues deducted being submitted to the locals in each of our services.

This will confirm we are mutually agreed, in accordance with Article 9.9 of the collective agreements, that dues deducted will be remitted by the Company to the local union officer designated by the Union in each of the locals within our services. The names and addresses of such officers will be provided to the Company by the Union and the Union shall be responsible to keep the Company apprised of changes from time to time, with sufficient advance notice to ensure timely remittance to the appropriate designated officers.

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

Yours truly,

I concur:

(original signed by)

(original signed by)

N.B. Price
Director Industrial Relations
& Link Transition

G.T. Murray
National Representative
CAW

January 24, 1996
Files: 8300-A; 8300-B

Mr. G. T. Murray
National Representative
CAW, Room 314
Moncton Union Centre
96 Norwood Avenue
Moncton, NB
E1C 6L9

Dear Mr. Murray:

During our recent negotiations your organization expressed concern about non-union 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 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 Industrial Relations
& Link Transition

January 24, 1996
Files: 8300-A; 8300-B

Mr. G. T. Murray
National Representative
CAW, Room 314
Moncton Union Centre
96 Norwood Avenue
Moncton, NB
E1C 6L9

Dear Mr. Murray:

This will confirm our discussions during recent contract negotiations with respect to chartering vessels to outside interests.

As discussed, should future charter opportunities arise, the Company will communicate the details to the Union and provide opportunity for discussion, to the extent possible, prior to finalization of the charter agreement.

Yours truly,

(original signed by)

N. B. Price
Director Industrial Relations
& Link Transition

January 24, 1996
Files: 8300-A; 8300-B

Mr. G. T. Murray
National Representative
CAW, Room 314
Moncton Union Centre
96 Norwood Avenue
Moncton, NB
E1C 6L9

Dear Mr. Murray:

This has reference to our discussions during recent contract negotiations relative to how overtime is assigned.

This will confirm our agreement that overtime should be worked as arranged locally, and that overtime assignments will be allotted in a fair and equitable manner to the extent operational requirements will allow.

Please confirm your agreement by signing and returning one copy of this letter.

Yours truly,

I concur:

(original signed by)

(original signed by)

N.B. Price
Director Industrial Relations
& Link Transition

G.T. Murray
National Representative
CAW

11 July 1996
Files: 8300-A; 8300-B

Mr. G. T. Murray
National Representative
CAW, Room 314
Moncton Union Centre
96 Norwood Avenue
Moncton, NB
E1C 6L9

Dear Mr. Murray:

This has reference to our discussions during recent contract negotiations regarding the Union's submissions on safety issues.

This will confirm the Company will provide funding to the Union in each year of the three-year agreement in the amount of 2.5 cents in 1995, 3.5 cents in 1996 and 4.5 cents in 1997, 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 1995 and 1996 and prior to 30 April for 1997.

Yours truly,

(original signed by)

N. B. Price
Director Industrial Relations
& Link Transition

11 July 1996
Files: 8300-A; 8300-B

Mr. G. T. Murray
National Representative
CAW, Room 314
Moncton Union Centre
96 Norwood Avenue
Moncton, NB
E1C 6L9

Dear Mr. Murray:

Further to our discussions during recent negotiations regarding your concern about the future of the Labrador Service.

This will confirm that in the event 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 30 days of the announcement of a change.

Yours truly,

(original signed by)

N. B. Price
Director Industrial Relations
& Link Transition

11 July 1996
Files: 8300-A; 8300-B

Mr. G. T. Murray
National Representative
CAW, Room 314
Moncton Union Centre
96 Norwood Avenue
Moncton, NB
E1C 6L9

Dear Mr. Murray:

Reference our recent discussions with regard to service for vacation purposes for Messrs. Gerald Greene and John Parsons while on leave of absence filling full-time union positions.

This will confirm, should these employees return to active service with the Company, we are prepared to include such time off duty in the computation of service for vacation purposes.

Yours truly,

(original signed by)

N. B. Price
Director Industrial Relations
& Link Transition

19 July 1995
Files: 8300-B

Mr. G. T. Murray
Regional Coordinator
CAW, Room 314
Moncton Union Centre
96 Norwood Avenue
Moncton, NB
E1C 6L9

Dear Mr. Murray:

This has reference to discussions during recent contract negotiations relative to the matter of lashing vehicles on our Newfoundland Gulf vessels.

This will confirm that in the event that the Company decides to transfer responsibility for the loading/discharge and tiedown of traffic aboard these vessels, from our shore staff to vessel personnel, the classification of Deckhand will be utilized.

Yours truly,

(original signed by)

L.H. Wilson
Director Industrial Relations

14 August 1992
Files: 8300-A-89

Mr. G. T. Murray
Regional Vice President
CBRT & GW, Room 314
Moncton Union Centre
96 Norwood Avenue
Moncton, NB
E1C 6L9

Dear Mr. Murray:

This will confirm our understanding on the application of Article 14.10 regarding notification to report for duty.

The Company will not invoke the forfeiture of seniority provisions of Articles 13 or 14 in situations when a message is not left with a responsible adult.

Yours truly,

(original signed by)

N.B. Price
Director Personnel & Industrial Relations